

Court of Common Pleas

Mikell Scarborough, Master in Equity

Case No. 2009-10-6219

Wells Fargo Bank,

Respondent,

v.

John and Carls Singletary,

Appellant.

NOTICE OF APPEAL

John and Carla Singletary Pursuant SCRC 53 appeals the order [judgment] of the Honorable Mikel Scarborough dated December 5, 2013. Appellant received written notice of entry of this order [judgment] on December 9, 2013. In addition appellants request reconsideration pursuant SCRC Rule 52(b). Appellants have requested a copy of the transcripts from hearings regarding proceedings under the Master from the

December 13, 2013

John Singletary
4321 Waterview Circle
North Charleston, SC 29418
Attorney Pro se for Appellants

Certificate of Service

I, John Singletary, hereby certify that a true and correct copy of this notice of appeal in the forgoing style and matter was dispatched with sufficient U.S. postage to defendant's attorney of record and other interested parties on Dec. 13-2013.

Respectfully Submitted

John Singletary

4321 Waterview Circle

North Charleston, SC 29418

Attorney Pro se for Appellants

john@singletaryphotography.com

843-693-2823

Julie J. Armstrong

Clerk of court, C.P. & G.S.

100 Broad Street, Suite 106

Charleston, SC 29401

Chad Burgess, Esquire

Brock & Scott, PLLC

3800 Fernandina Rd Suite 110

Columbia, SC 29210

Stanford J. McQuillen, III or Howell Morrison

HSB P.A.

134 Meeting St, 3rd Floor

Charleston, SC 29401

Samuel C. Waters

Rogers Townsend & Thomas, PC

220 Executive Center Dr.

Columbia, SC 29210

Master in Equity

Honorable Scarborough

100 Broad St, Suite 266

Charleston, SC 29401

On Dec 5, 2013, at 11:26 AM, Spencer Craig <SCraig@charlestoncounty.org> wrote:

Please see the attached Order that has been executed and filed.

Kindest regards,

Spencer Craig
Law Clerk to the Honorable Mikell R. Scarborough
100 Broad Street, Suite 266
Charleston, SC 29401
Tel: (843) 958-5053
Fax: (843) 958-5077
scraig@charlestoncounty.org

From: John Singletary [mailto:john@singletaryphotography.com]

Sent: Wednesday, December 04, 2013 11:33 AM

To: McQuillin, Mac

Cc: Mikell Scarborough; Spencer Craig; carla@singletaryphotography.com; Morrison, Howell; Gulick, Kathy; Robert Davis

Subject: Re: Supplement to Motion to Lift Stay -- Wachovia Mortgage v. Singletary and Wachovia Bank (Case No. 2009-CP-10-6219)

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTRY OF CHARLESTON

CASE NO.: 2009-CP-10-6219 and

CASE NO.: 13-CP-10-2275

Wachovia Mortgage, FSB successor in
interest to Wachovia Mortgage Corporation

and Wells Fargo Bank, NA

Letter in Response to Plaintiff's request to Lift Stay.

Plaintiff's.

v

John G. Singletary Jr, Carla C. Singletary

Letter in Response to Plaintiff's request to Lift Stay

The Honorable Judge Scarborough,

Plaintiff Wells Fargo's statement that the action was not properly removed give no validity to their wish. The law is very clear regarding removal, what effectuates it, and the requirement of the district court to remand the action if it is not considered removed. No remand was performed and the foreclosure is referenced in the federal documents by the judge, meaning it is an issue in the federal case. The plaintiff's fails to realize that an action was filed that made the Singletary's the plaintiff's, however since only defendants can remove to the federal court the Singletary's were in fact defendants in the state action. It is under supplemental jurisdiction that the state case was attached to the federal case because the common nucleus of facts is the home and the illegal foreclosure. The two contemporaneous filings would be merged and under one heading.

→ Removal, is not predicated upon the docket entry as the plaintiff Wells Fargo, in error, puts forth. Removal is predicated upon 20 USC 1441 that clearly lays out the three requirements for effective removal which non are the heading of the docket entry.

Neither is removal based upon any magistrates lack of mentioning removal by the magistrate. Removal is not predicted upon no is it denied based upon the report and recommendation. Removal is based upon 28 USC 1441 and an order within the first 30 days must be issued remanding removal and that was never done. Clearly as a matter of law a remand must be made within the first 30 days of removing the case, otherwise removal cannot be challenged by Wells Fargo. No remand for the foreclosure was ordered. As stated earlier the contemporaneous filing of the two cases resulted in a merge of the two.

The federal mandate of stay from the court of appeals is controlling and precludes any further state action.

Wherefore, this Master in Equity, Honorable Judge Scarborough, in the interest of justice must rule the previous order void and issue an injunction restraining Wells Fargo from any further harassment by Wells Fargo in State Court.

Sincerely,

John Singletary

Attorney Pro se

4321 Waterview Circle

North Charleston, SC 29418

843-693-2823

john@singlearyphotograph.com

On Dec 4, 2013, at 10:21 AM, "McQuillin, Mac" <mmequillin@hsblawfirm.com> wrote:

<scanned290.pdf>

<2009-6219.pdf>

EXHIBIT A

FILED: November 12, 2013

UNITED STATES COURT OF APPEALS
FOR THE FOURTH CIRCUIT

No. 13-1771
(2:11-cv-00484-RMG)

JOHN G. SINGLETARY, JR.

Plaintiff - Appellant

v.

WELLS FARGO WACHOVIA MORTGAGE CORPORATION, its employees
to include agents individually and collectively to include David Bates

Defendant - Appellee

ORDER

The court grants appellant's motion to file

Rehearing En

Banc on

and ac

FILED: November 12, 2013

UNITED STATES COURT OF APPEALS
FOR THE FOURTH CIRCUIT

No. 13-1771
(2:11-cv-00484-RMG)

JOHN G. SINGLETARY, JR.

Plaintiff - Appellant

v.

WELLS FARGO WACHOVIA MORTGAGE CORPORATION, its employees to
include agents individually and collectively to include David Bates

Defendant - Appellee

STAY OF MANDATE UNDER
FED. R. APP. P. 41(d)(1)

Under Fed. R. App. P. 41(d)(1), the timely filing of a petition for rehearing or rehearing en banc or the timely filing of a motion to stay the mandate stays the mandate until the court has ruled on the petition for rehearing or rehearing en banc or motion to stay. In accordance with Rule 41(d)(1), the mandate is stayed pending further order of this court.

/s/Patricia S. Connor, Clerk

13-1771

John G. Singletary, Jr.
4321 Waterview Circle
North Charleston, SC 29418

STATE OF SOUTH CAROLINA
COUNTRY OF CHARLESTON

IN THE COURT OF COMMON PLEAS
CASE NO.: 2009-CP-10-6219 and
~~CASE NO. 13-CP-10-2275~~

Wachovia Mortgage, FSB successor in
interest to Wachovia Mortgage Corporation

and Wells Fargo Bank, NA

Information as Request by the
Master in Equity

Plaintiffs,

V

John G. Singletary Jr, Carla C. Singletary

Information as Requested by the Master in Equity

Proceeding under reservation of right that this case is in the federal court and not under any jurisdiction of the state court. Plaintiff John Singletary hereby notifies the court that pursuant SCRC 5 that plaintiff did not properly service the defendant or give the defendant any adequate time for preparation or to hire legal council. Defendant John Singletary in order to protect his interest in his property appeared without council or prior preparation because of defective notice. The process that was used by the plaintiff amounts to trickery in order to get defendant before the master in equity as it has been employed prior and complained about prior with this same plaintiff. Far worst is that fact that plaintiff has filed a wrongful foreclosure action in this court and fraudulently provided documents to the court. Subject matter jurisdiction is defective. Defendant denies any mortgage with Wells Fargo. The defendant John Singletary was in the middle of a construction loan that was never completed and there can be no permanent mortgage until the construction loan is completed. Wells Fargo conspired with another co-conspirator to prevent the construction loan from being completed, it still has not been completed and therefore there can be no foreclosure when no mortgage exist. The commencement of any foreclosure proceedings is premature as the only issue can be one of a breach of contract on Wells Fargo part. A subject matter jurisdiction defect nullifies any court decision on the matter and all orders including the wrongful foreclosure is void. Defendant raised this issue upon first addressing the Master in Equity and requested a jury trial by right. The master in equity based upon the fraudulent information from the plaintiff denied the defendants due process right to a jury trial in this matter. In addition, this case as a breach of contract would not have been brought before the magistrate judge for any adjudication and certainly the demand by the defendant for a jury trial would not have been denied. Clearly one can see that a breach of contract case has no place before

BY _____
JULIE J. ARMSTRONG
CLERK OF COURT

2013 DEC -2 PM 1:34

FILED

the master in equity under a fraudulent foreclosure claim. Numerous other critical issues exist such as defective Lis Pendens, claims of service to an address the plaintiff themselves certify to the court under rule 11 is vacant, dispute of the amount in controversy, dispute of over 30 thousand in unexplained erroneous expenses by the plaintiff, violations of RESPA mandates to provide itemized details of the expenses on defendant's account, and the exhaustive list continues. The plaintiff's prior fraudulently achieved foreclosure must be voided and dismissed with prejudice.

Far worse than above is the fact that the case once removed under 28 USC 1441 was never remanded back to the state court. The 30 day request from the plaintiff was forgone and the case is on stay at the fourth circuit with a mandate of stay. The district court now has no jurisdiction to enter any order affecting the case as it is on appeal. Pursuant South Carolina Rules of Court 12(b)(1) Lack of jurisdiction of the subject matter. A judgment from a court that did not have subject-matter jurisdiction is forever a nullity. This is a viable defense even after a verdict is given especially in this case because of the fraudulent way in which the verdict was achieved. Defendant's due process rights and equal protection rights have been violated and defendant has suffered irreparable harm and damages as a direct result of the plaintiff's actions.

The defective jurisdiction must not be ignored. Plaintiff after all of their skullduggery proceeded to once again violate defendant's due process by giving improper notice in violation of SCRC rule 5 insufficient service bars any forward movement and violates the fundamental fairness of any court if they proceed.

The United States Court of Appeals for the Fourth Circuit has jurisdiction over this matter. The attached order of November 12, 2013 case No. 13-1771 for federal case number 2:11-cv-00484-RMG has placed a stay of mandate under FED. R. APP.P 41(d)(1). Defective Jurisdiction precludes any forward movement in this case in state court.

It appears that the plaintiff purposefully and knowingly has initiated two additional cases in state court besides the ongoing federal court case each scheduled for different hearing dates for the same matter, in the same court, before the same Judge, at different times. Such a quagmire must be rectified prior to any forward movement in this case. Plaintiff's motion to lift any stay and for reinstate foreclosure proceeding in the state court is barred by the active federal jurisdiction of the federal courts.

Case 2:09-CP-10-6219 and Case 13-CP-10-2275 are both in Charleston County at the same time for the same thing. In addition plaintiff is well aware of their active federal case 2:11-CV-00484. Two separate law firms for the same plaintiff for three different cases is ludicrous. Plaintiff's case 2:09-CP-10-6219 in error stipulates process of service was performed. This is in fact a false statement. In addition plaintiff does not satisfy the SC State statute requirement for the number of days necessary to notice as stipulated in the South Carolina Rules of Court. Plaintiff's attorneys are in violation of Rule 11 of the SC Rules of Court. Process of service is required and plaintiff violates the requirement of the law regarding process of service and violates defendant's constitutional

due process.

The Plaintiff has overlooked the bedrock of due process, proper service McRae v. White, 269 App. 455, 604 S.E.2d 291 (2004) Without proper service, no valid lawsuit arises. Once a plaintiff has been made aware of a "problem" with service of process, the plaintiff is under the highest burden of due diligence to serve the defendant from that point forward or risk dismissal of the case. Moody v. Gilliam, 2006 App. LEXIS 1270, 2006 County D. Rep. 3208.

Wells Fargo's attorney Morrison in error stated in court that there was no protest to any delinquency of payment. Defendants states for the record that attorney Morrison's statement is false. The defendant did in fact from the very beginning make it clear to the court that no delinquency was present when Wells Fargo refused to take in payment for the construction loan which is a clear breach of contract on Wells Fargo's part. Attorney Morrison sat in a deposition where he witnessed defendant John Singletary state that there was no delinquency in paying the note and that Wells Fargo after crediting the Singletary's account then sent a Wells Fargo Check to the defendants in an effort to give back three construction loan payments refusing to accept the payment several times when they were sent back and then they proceeded with a wrongful foreclosure action before this master inequity. Wells Fargo is attempting to bring a contract issue that is not a mortgage before the master in equity for adjudication based upon fraud. Clearly, Wells Fargo does not stand for a foreclosure simply because no mortgage with the Singletary's ever existed. The construction documents were in fact signed and at the end of the issuance of the Certificate of Occupancy (C/O) a separate formal closing for the take out loan was to be conducted that never transpired. Wells Fargo then under bad faith presented documents that are not a mortgage to the Master of Equity as mortgage documents. This fraudulent act of trick and scheme to bring a case before the magistrate that is truly not a mortgage, but in fact only a construction contract dispute. At the onset of the case, the defendants, Singletary's, request a jury trial because the matters were not concerning a mortgage and that of a contract and were denied the right to a choice of forum. The Singletary's still advance that their due process and equal protection rights to a choice of forum have been violated because this case is not one of a mortgage foreclosure and their constitutional right to a jury trial as requested has been denied due to Wells Fargo trick and scheme of documents to the Master in Equity and all decisions in connection with Wells Fargo's fraudulent presentation of documents are a nullity and removed in the interest of justice. Jurisdiction can be raised even on any appeal as in this case.

Furthermore, In addition to Wells Fargo commencing three lawsuits, yes 3, against the Singletary's for the same foreclosure Wells Fargo has fraudulently submitted false information to the courts and obtained an illegal foreclosure on the Singletary's property at 4321 Waterview Circle by violating the foreclosure law itself. Wells Fargo has not adhered to the required Notice of Lis Pendens nor has Wells Fargo adhered to the requirement for SC Law Title 29 or RESPA. Wells Fargo also continues to provide

ongoing false information willfully misrepresenting a construction loan as a mortgage loan to the courts and to the Master in Equity Judge. And Wells Fargo attorney Howell Morrison continues to put forth false information regarding the Singletary payment history. Attorney Howell Morrison says in court that this is an issue of lack of payment that is not disputed, while he is fully aware that that is not the truth. The Singletary's have disputed Wells Fargo claim of being delinquent because Wells Fargo comes to the court with unclean hands regarding the payment history of the Singletary's. Wells Fargo after crediting numerous payment made by the Singletary's returned the payment to the Singletary's with a Wells Fargo Check not the Singletary's checks. Wells Fargo then refused to accept any further payments and then initiated this wrongful foreclosure action by presenting the construction loan documents as mortgage documents. John and Carla Singletary Constructed a home in North Charleston at 4321 Waterview Cir. The Singletary's passed all necessary inspections for their Certificate of Occupancy. The City of North Charleston then gave authority to the utility companies to turn on all of the permanent utilities for the Singletary's at 4321 Waterview Cir. The City of North Charleston then refused to issue the Singletary's a (C/O). Subsequently an article appeared in the Post & Courier October 8, 2007 admitting no violations were present by the Singletary's and all requirement were met having no violations. The article fails to mention the fact that John Singletary was held at gunpoint inside of his own home for no reason whatsoever. In addition, the article is accompanied by the statement Who does that Black Man think he is building such a large home in the City of North Charleston. The City later claims a violation of a city zoning ordinance. The city then subsequently changes the ordinance and claims no copies of the relevant code for when the Singletary's were approved exist. However, the City of North Charleston's vendor Muni-Code disagrees and has provide the relevant code that shows the changes made after the Singletary's approval by North Charleston. Next the discovery revealed that the Chief Building Official state on the record that the C/O permit should be issued to the Singletary's. The city's pre-dating fabrications claims against he Singletary's revealed that the claims were for violations for a setback issue prior to the Singletary's owning the property. Ironically there was no home on the property at that time it was a vacant lot.

Wells Fargo as admitted by the Mayor of North Charleston during discovery admissions reveal the Mayor conclusive fact that Wells Fargo did conspire with North Charleston to violate the civil rights of the Singletary's and that fraudulent information was presented to Wells Fargo that they then submitted to the courts regarding the Singletary's a David Bates appraisal on the Singletary's home and other false documents. The Singletary's have always maintained that Wells Fargo submission of sufficient process of service was fraudulent. Wells Fargo is an habitual offender and has been convicted of wrongful foreclosures relating to service of process and mortgage foreclosure practices. As to the allegation of behind on the mortgage the Singletary's has also submitted that they were not behind on their mortgage as Wells Fargo contends and that Wells Fargo's statement is false. The record reflects that Wells Fargo in effort to further the fraudulent conspiracy with North Charleston sent the Singletary's payment back after crediting them to the Singletary's account and refused to take further payments from the Singletary's. Wells Fargo even refused to accept the home being paid in full. Wells Fargo then without notifying the Singletary's (as they have done in many previous mortgages agreeing to

fraudulent process of service and being convicted of the same) petitions the court for a foreclosure. As stated earlier the Singletary's do not have a mortgage with Wells Fargo but a construction loan contract which does not fall under the South Carolina Mortgage Foreclosure Law, thus it cannot come before the Master in Equity by refusing to allow a choice of form to the defendant litigant. The Singletary's at the very first appearance before the Master in Equity request a jury trial and made it clear to the court that no mortgage was in effect, but a construction contract. Wells Fargo's misrepresentation and fraudulent documents to the Master in Equity has caused the Master in Equity to base a decision upon a mountain of untruths presented to the court to mislead the courts decisions. Further adding insult to injury Wells Fargo's local President Len Hutchinson admits to perjury relating to information he as a Wells Fargo employee has provided in this case. Wells Fargo has through their attorney informed the courts on the record that "Wells Fargo Love to hate Niggers and Hates to Love Niggers". This is consistent with the previous statement recorded in the paper regarding "Who does this Black Man think he is Building such a ..." According to the admissions of the Mayor a North Charleston employee made the comments in the paper. Wells Fargo has joined in on an underlying racially motivated conspiracy and through trick and scheme presented fraudulent documents to this court with unclean hands and now request the Master in Equity Judge Scarborough to issue a foreclosure for the Singletary's property. Wells Fargo complains about the YouTube report under Wells Fargo the N Word that is also a CNNi Report and the subject of an upcoming book dealing with court documents corruption, Wells Fargo and how they manipulate people and the judicial system. Wells Fargo violation of due process relating to improper service has been raised from the Singletary's first knowledge of this case. The fraudulent misrepresentation to the courts concerning service, a mortgage contract, etc must not be allowed to benefit Wells Fargo's skullduggery. The Singletary's request for the jury trial is still valid and if and when the case is remanded to the state should be allowed.

As to the removal which was the only issue before the court on Monday November 25, 2013. Wells Fargo's fraudulent foreclosure under false pretense was effectively removed to the federal courts. Wells Fargo did not as for any remand within the 30 day window that has passed which renders any request to lift any stay or forward action in federal court a moot point. The window of time for any such request has been foreclosed upon as a matter of law 28 USC 1441. 1446(d)

stipulates the procedure for removal as follows: *(d) Notice to Adverse Parties and State Court.— Promptly after the filing of such notice of removal of a civil action the defendant or defendants shall give written notice thereof to all adverse parties and shall file a copy of the notice with the clerk of such State court, which shall effect the removal and the State court shall proceed no further unless and until the case is remanded.*

Pursuant 28 USC 1446(d) and 1447 the law is clear. There are three elements required to effect service effectuate service. There must be a filing, notice to the opposing parties, and notice to the state courts. Wells Fargo's fraudulent misrepresentation of the case before the Master in Equity weighs heavily because notice to the Singletary's came immediately prior to the sale date. This action was removed well within the 30 day time limit of notice for removal after notification. This fraudulent

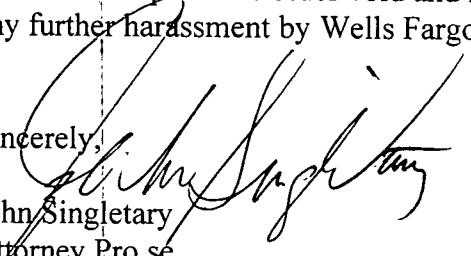
action by Wells Fargo is consistent with the convictions and consents they have made regarding insufficient process of service for law suites regarding mortgages. Their practice is despicable and they must not be allowed to prosper from such schemes. The federal court has accepted this case with all of its causes of action to include the contemporaneous filing for removal of the state action merges into the federal action that was filed making it one action under federal jurisdiction. No remand of any part of the removal was ever performed or request and as stated et seq. The 30 day period for such remand has been foreclosed upon. The very nucleus of the litigation before the federal court is the 4321 residence. But for the residence no litigation of any kind would be pursued by any litigant. To allow the nucleus to be removed from the ongoing litigation under minds the essence of the removal statute, the pending court litigation and violates the due process and equal protection of the Singletary's. This would make a mockery of the judicial system's sense of fairness and justice. Wells Fargo has thought misrepresentation of documents to the courts, manipulated the very machinery of the court to obtain an unfair and fraudulent advantage over the defendants. A fraudulent foreclosure to a piece of property they have no mortgage on therefore they have no standing to sue for any foreclosure. Their misrepresentations to the court and to the Master in Equity Judge, Honorable Judge Scarborough, has led to the issuance of a fraudulent foreclosure to Wells Fargo. John and Carla Singletary has been denied all rights to defend themselves before this court due to Wells Fargo fraudulent misplaced claim of foreclosure. Wells Fargo in addition to admitting to patterns and practices of wrongful foreclosures as in this case that is before the federal courts somehow being heard in the state court against preeminent jurisdiction of the federal court has agreed to refrain from such practices and is now being sued by the NY Attorney General for continuing violations of such practices and their consent agreement to refrain from such activity.

The order of the Master in Equity granted to Wells Fargo was based upon fraudulent documentation must be removed as a nullity in the interest of justice and fair play.

Plaintiff has provided false information to the courts regarding having a mortgage which they do not, about service of process, about the documents they presented to the court, and about many other numerous issues that are crucial and are genuine issues of a material fact in this case, they have presented such information to the courts and know ask the court to issue them a foreclosure in order to hide their sinful deeds. Defendant fees that he is against his legal rights put in a position where he is forced to defend his interest in his own property in two courts on the same issue. Clearly the case is in the Federal courts, yet somehow he is forced to continue to proceed in the same matter in state court before the master in equity despite the order and mandate of stay from the 4th Circuit. This due process violation is a continuation of the intentional inflictions of emotional stress that Wells Fargo exhibits to stop at nothing, including the law and to use anyone including the Master in Equity in order to perform their wrongful foreclosures.

Wherefore, this Master in Equity, Honorable Judge Scarborough, in the interest of justice must rule the previous order void and issue an injunction restraining Wells Fargo from any further harassment by Wells Fargo in State Court.

Sincerely,



John Singletary
Attorney Pro se
4321 Waterview Circle
North Charleston, SC 29418
843-693-2823
john@singletaryphotograph.com

CERTIFICATE OF SERVICE

I John Singletary hereby certify that a true and correct copy has been forwarded to the opposing parties in this case.

Respectfully Submitted


John Singletary

12/2/2013

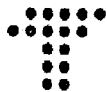
Pro se

john@singletaryphotography.com

(843) 693-2823

4321 Waterview Circle

North Charleston, SC 29418



ROGERS TOWNSEND
ATTORNEYS AT LAW

ROGERS TOWNSEND & THOMAS, PC
DEFAULT SERVICES DEPARTMENT

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November 18, 2013

John G. Singletary, Jr.
4321 Waterview Circle
Charleston, SC 29418

John G. Singletary, Jr.
2937 Alabama Drive
Charleston, SC 29418

Carla C. Singletary
4321 Waterview Circle
Charleston, SC 29418

Carla C. Singletary
2937 Alabama Drive
Charleston, SC 29418

Milton Gary Kimpson
Office of General Counsel for Litigation
P.O. Box 12265
Columbia, SC 29211
Attorney for The South Carolina Department of Revenue

Re: Wells Fargo Bank, NA vs. John & Carla Singletary
Case No. 13-CP-10-2275; Charleston County
Our File No. 013263-03455

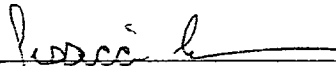
Dear Sir or Madam:

A foreclosure hearing has been set in the above-referenced matter for December 4, 2013 at 02:00 PM before the Honorable Mikell R. Scarborough, Master in Equity for Charleston County, at:

**Charleston County Courthouse
100 Broad Street, Courtroom 2A
Charleston, SC 29401**

Pursuant to S.C. Code Ann. § 14-11-110 (as amended), the Plaintiff's attorney will submit written testimony on behalf of the Plaintiff at the hearing listed above.

Sincerely,



Paralegal for:

Samuel C. Waters (SC Bar #5958)
Reginald P. Corley (SC Bar #69453)
Ellie C. Floyd (SC Bar #68635)
Robert P. Davis (SC Bar #74030)
Vance L. Brabham, III (SC Bar #71250)
Andrew A. Powell (SC Bar #100210)
Laura R. Baer (SC Bar # 101076)

Cheryl H. Fisher (SC Bar #15213)
Jennifer W. Rubin (SC Bar #16727)
Michael P. Morris (SC Bar #73560)
William S. Koehler (SC Bar#74935)
Andrew W. Montgomery (SC Bar #79893)
J. Pamela Price (SC Bar # 014336)

220 Executive Center Drive
Columbia, SC 29210

Post Office Box 100200 (29202)
(803) 744-4444

This firm collects debts for mortgage lenders and other creditors. Any information obtained will be used for that purpose. However, if you are in bankruptcy or have received a bankruptcy discharge of this debt, this communication is not an attempt to collect the debt but is only notice of possible enforcement of the lien against the collateral property.

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

Wells Fargo Bank, NA,

Plaintiff,

v.

John G. Singletary, Jr.; Carla C. Singletary; The
South Carolina Department of Revenue;

Defendant(s).


IN THE COURT OF COMMON PLEAS

DOCKET NO. 13-CP-10-2275

CERTIFICATE OF MAILING
Deficiency Judgment Waived

(013263-03455)

I am an employee of the law offices of Rogers Townsend and Thomas, PC, attorneys for Plaintiff, do hereby certify that I have mailed a copy of the Notice of Hearing, which is attached hereto and incorporated herein by reference, dated November 18, 2013 and in connection with the above-referenced case, by mailing a copy of the same by United States mail, postage prepaid, to each of the Addressees, listed on the Notice of Hearing and in separate envelopes, at each of their respective addresses shown thereon, this November 19, 2013.


Jessica Bowen
Dawn Walton
Kim Falls
Lakeisha Isaac

STATE OF SOUTH CAROLINA
COUNTRY OF CHARLESTON

IN THE COURT OF COMMON PLEAS
CASE NO.: 2009-CP-10-6219 and
CASE NO.: 13-CP-10-2275

Wachovia Mortgage, FSB successor in
interest to Wachovia Mortgage Corporation

and Wells Fargo Bank, NA

Request for Judgment by Default

Plaintiffs,

V

John G. Singletary Jr, Carla C. Singletary

Request for Judgment by Default

Plaintiff has failed to show for a hearing they scheduled and has failed to give proper notice to defendant to the contrary. In addition the Plaintiff in this case Wells Fargo request Pursuant SCRC Rule 41 a dismissal on the merits of the case. Defendant now request pursuant SCRC Rule 41 that the court take note to the mandatory exception in the rule. The rule as a matter of law states explicitly "except that a notice of dismissal operates as an adjudication upon the merits when filed by a plaintiff who has once dismissed in any court of the United States or of any state an action based on or including the same claim." Defendant John and Carla Singletary are entitled to and request pursuant SCRC Rule 55 default judgment be issued noting that it is with prejudice. In addition the Singletary's request all cost and fees and all other fees so deemed fit by the court be awarded.

Wherefore, John and Carla Singletary request that this Master in Equity, Honorable Judge Scarborough, in the interest of justice and as a matter of law issues a Judgment by Default against plaintiff Wells Fargo pursuant SCRC Rule 41 and Rule 55.

December 4, 2013

Sincerely,


John Singletary

Attorney Pro se

4321 Waterview Circle

North Charleston, SC 29418

843-693-2823

john@singletaryphotograph.com

STATE OF SOUTH CAROLINA
COUNTRY OF CHARLESTON

IN THE COURT OF COMMON PLEAS
CASE NO.: 2009-CP-10-6219 and
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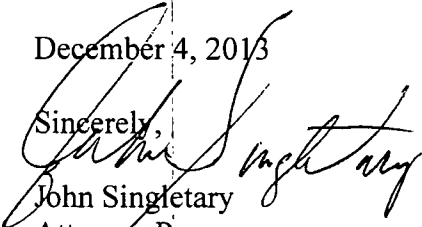
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Wherefore, John and Carla Singletary request that this Master in Equity, Honorable Judge Scarborough, in the interest of justice and as a matter of law issues a Judgment by Default against plaintiff Wells Fargo pursuant SCRC Rule 41 and Rule 55.

December 4, 2013

Sincerely,


John Singletary
Attorney Pro se

4321 Waterview Circle

North Charleston, SC 29418

843-693-2823

john@singletaryphotograph.com

Dear Court reporter for Judge Scarborough,

On November, 25 2013 in the below caption I was summoned to appear for a hearing. This is a request for a copy of the transcript for that hearing. Pursuant to South Carolina Appellate Court Rule 607, court reporters have 60 days to prepare and deliver the transcript after satisfactory payment arrangements are made. If the court reporter is unable to complete the transcript in 60 days, he or she may request a 30-day extension. If this extension is granted, you will be notified by Court Administration. Court reporters may ask for up to three extensions from Court Administration. If court reporters are unable, due to heavy transcript loads, time in court, or other extenuating circumstances, to produce the transcript within that additional 90-day time frame, they may request an additional extension from the Chief Justice. If granted, you will be notified by Court Administration. Please forward you fee for this transcript to john@singletaryphotography.com so that I may tender the required fee and my contact phone number is 843-693-2823.

STATE OF SOUTH CAROLINA
COUNTRY OF CHARLESTON

IN THE COURT OF COMMON PLEAS

CASE NO.: 13-CP-10-2275

Wachovia Mortgage, FSB successor in
interest to Wachovia Mortgage Corporation

and Wells Fargo Bank, NA

Plaintiffs,

V

John G. Singletary Jr, Carla C. Singletary

Response to Plaintiff's Motion to
Dismiss under Rule 41

Dated: Dec. 4, 2013

Respectfully Submitted

John Singletary

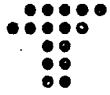
Pro se

johnsing@knology.net

(843) 693-2823

4321 Waterview Circle

North Charleston, SC 29418



ROGERS TOWNSEND
ATTORNEYS AT LAW

ROGERS TOWNSEND & THOMAS, PC
DEFAULT SERVICES DEPARTMENT

POST OFFICE BOX 100200 (29202)
220 EXECUTIVE CENTER DRIVE
COLUMBIA, SOUTH CAROLINA 29210
P 803.744.4444 F 803.343.7013
WWW.RTT-LAW.COM

September 5, 2013

Julie J. Armstrong
Clerk of Court for County of Charleston
100 Broad Street, Suite 106
Charleston, SC 29401

Re: Wells Fargo Bank, NA v. John G. Singletary, Jr.; Carlà C. Singletary; The South Carolina
Department of Revenue;
Case No. 13-CP-10-2275; Charleston County
Our File No. 013263-03455

Dear Sir/Madam:

Pursuant to the South Carolina Supreme Court Administrative Order 2011-05-02-01, enclosed is the
Plaintiff's Certificate of Non-Owner Occupancy.

Default Services Section

Enclosed: Certificate of Non-Owner Occupancy

CC: John G. Singletary, Jr.

Carla C. Singletary

Milton Gary Kimpson
Attorney for The South Carolina Department of Revenue

This firm collects debts for mortgage lenders and other creditors. Any information obtained will
be used for that purpose. However, if you are in bankruptcy or have received a bankruptcy
discharge of this debt, this communication is not an attempt to collect the debt but is only notice
of possible enforcement of the lien against the collateral property.

ROGERS TOWNSEND & THOMAS PC IS A DEBT COLLECTOR

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

Wells Fargo Bank, NA,

Plaintiff,

v.

John G. Singletary, Jr.; Carla C. Singletary; The
South Carolina Department of Revenue;

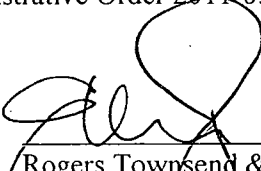
Defendant(s).

IN THE COURT OF COMMON PLEAS
DOCKET NO. 13-CP-10-2275

CERTIFICATE OF NON-OWNER
OCCUPANCY
Deficiency Judgment Waived

(013263-03455)

The undersigned attorney for the Plaintiff has reviewed one or more of the following: tax records, affidavits of service or non-service, other documents, or information provided by the Plaintiff or other persons with knowledge as to the occupancy status of the dwelling that is the subject of the above captioned action. Upon information and belief, this is not an "Owner-Occupied dwelling" as defined by South Carolina Supreme Court Administrative Order 2011-05-02-01.


Rogers Townsend & Thomas, PC
ATTORNEYS FOR PLAINTIFF

Samuel C. Waters (SC Bar #5958)

Reginald P. Corley (SC Bar #69453)

Ellie C. Floyd (SC Bar #68635)

Eve Moredock Stacey (SC Bar #5300)

William S. Koehler (SC Bar #74935)

Andrew W. Montgomery (SC Bar #79893)

J. Pamela Price (SC Bar # 014336)

Cheryl H. Fisher (SC Bar #15213)

Jennifer W. Rubin (SC Bar #16727)

Michael P. Morris (SC Bar #73560)

Robert P. Davis (SC Bar #74030)

Vance L. Brabham, III (SC Bar #71250)

Andrew A. Powell (SC Bar #100210)

220 Executive Center Drive
Columbia, SC 29210

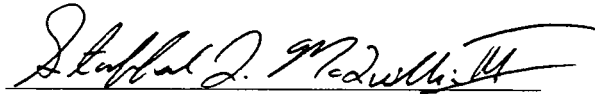
Post Office Box 100200 (29202)
(803) 744-4444

Columbia, South Carolina
September 5, 2013

STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
)	
COUNTY OF CHARLESTON)	CASE NO.: 2009-CP-10-6219
)	
Wachovia Mortgage, FSB successor in interest to Wachovia Mortgage Corporation,)	
)	
Plaintiff,)	NOTICE OF HEARING
)	
vs.)	
)	
Carla C. Singletary, John G. Singletary, Jr. and Wachovia Bank, National Association,)	
)	
Defendants.)	
)	

PLEASE TAKE NOTICE that a hearing on the Motion to Lift Stay and Reinstate Foreclosure pending in the above-captioned matter has been scheduled before the Honorable Mikell R. Scarborough, as Master-in-Equity for Charleston County, on Monday, November 25, 2013, at 10:00 a.m. at 100 Broad Street, Courtroom 2A, Charleston, South Carolina.

Haynsworth Sinkler Boyd, P.A.



Wm. Howell Morrison
Stafford J. McQuillin III
134 Meeting Street
Charleston, SC 29401
843/722-3366 (phone)
843/722-2266 (fax)

ATTORNEYS FOR WELLS FARGO

Charleston, SC

November 20, 2013

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF CHARLESTON) CASE NO.: 2009-CP-10-6219

Wachovia Mortgage, FSB successor in)
interest to Wachovia Mortgage)
Corporation,)

Plaintiff,)

vs.)

Carla C. Singletary, John G. Singletary,)
Jr. and Wachovia Bank, National)
Association,)

Defendants.)

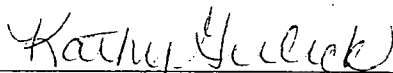
CERTIFICATE OF SERVICE

I hereby certify that I have this 20th day of November, 2013, served a copy of the Notice of Hearing on the Motion to Lift Stay and Reinstate Foreclosure in the above matter to the following:

Ronald F. Johnson, Jr. (by U.S. Mail)
Jason L. Branham
Adam J. Russo
Brock & Scott, PLLC
3800 Fernandina Road, Suite 110
Columbia, SC 29210

Paul D. Harrill (by U.S. Mail)
Wachovia Bank, National Association
P.O. Box 11390
Columbia, SC 29211

John G. Singletary, Jr.
Carla C. Singletary
4321 Waterview Circle
Charleston, SC 29418
(by email to johnsing@knology.net; john@singletaryphotography.com;
carla@singletaryphotography.com; by fax to (843) 763-9595; and by U.S. Mail)



Kathy Gulick

Charleston, SC

Haynsworth
Sinkler Boyd, P.A.

ATTORNEYS AND COUNSELORS AT LAW

134 MEETING STREET, THIRD FLOOR (29401-2240)
POST OFFICE BOX 340 (29402-0340)
CHARLESTON, SOUTH CAROLINA
TELEPHONE 843.722.3366
FACSIMILE 843.722.2266
WEBSITE www.hsblawfirm.com

STAFFORD J. MCQUILLIN III
DIRECT DIAL NUMBER 843.724.1120
EMAIL mmcquillin@hsblawfirm.com

November 20, 2013

BY HAND

The Honorable Julie J. Armstrong
Charleston County Clerk of Court
100 Broad Street
Charleston, SC 29401

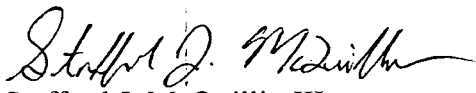
Re: Wachovia Mortgage, FSB successor in interest to Wachovia Mortgage Corporation v. Carla
C. Singletary, John G. Singletary, Jr. and Wachovia Bank, National Association
Case No. 2009-CP-10-6219
HSB File No. 04723-2370

Dear Julie:

Enclosed for filing please find the original and one copy of a Notice of Hearing in the above case.
Please file the original and return a file-stamped copy to me by way of the bearer of this letter.

By copy of this letter, I am serving all parties with a copy of the same.

Sincerely yours,

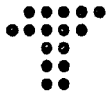


Stafford J. McQuillin III

SJM/kmg

Enclosures

cc (w/encl.): John G. Singletary, Jr.
Carla C. Singletary
Brock & Scott, PLLC
Paul D. Harrill, Esq.



ROGERS TOWNSEND
ATTORNEYS AT LAW

November 25, 2013

The Honorable Mikell R. Scarborough
Master in Equity
100 Broad Street, Suite 266
Charleston, SC 29401


Re: Wachovia Mortgage, FSB successor in interest to Wachovia Mortgage Corporation vs. Carla C. Singletary; John G. Singletary, Jr.; and Wachovia Bank, National Association
Case No. 09-CP-10-6219; Charleston County
Our File No. 013263-03455

Dear Judge Scarborough:

Enclosed please find the Consent Order Substituting Counsel in regards to the above-referenced file. If it meets your approval, please execute it and have filed with the Court and return a clocked copy to me in the envelope provided for your convenience. A \$25.00 check is enclosed for the filing fee.

Thank you for your assistance in this matter.

Sincerely,


Tammie Jackson
Paralegal

/trj
Enclosures

cc: Chad Burgess, Esquire
Brock & Scott, PLLC
3800 Fernandina Road, Suite 110
Columbia, SC 29210

Stanford J. ("Mac") McQuillin, III
Haynsworth Sinkler Boyd, P.A.
134 Meeting Street, 3rd Floor
Charleston, SC 29401

John G. Singletary, Jr.
2937 Alabama Drive
Charleston, SC 29418

John G. Singletary, Jr.
4321 Waterview Circle
North Charleston, SC 29418

Carla C. Singletary
2937 Alabama Drive
Charleston, SC 29418

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

Wachovia Mortgage, FSB successor in interest to
Wachovia Mortgage Corporation,

Plaintiff,

v.

Carla C. Singletary; John G. Singletary, Jr.; and
Wachovia Bank, National Association

Defendant(s).

IN THE COURT OF COMMON PLEAS

DOCKET NO. 09-CP-10-6219

CONSENT ORDER SUBSTITUTING COUNSEL

(013263-03455)

THIS MATTER is before the Court on Motion of Chad Burgess seeking an Order of this Court authorizing his withdrawal as counsel for the Plaintiff in this matter and substituting as counsel for the said Plaintiff, Robert P. Davis of Rogers Townsend & Thomas, PC. After consideration of the Motion and for good cause shown,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that Chad Burgess be and hereby is relieved as counsel for the Plaintiff; and


IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Robert P. Davis be and hereby is substituted as counsel for said Plaintiff.

AND IT IS SO ORDERED.

Judge

Charleston, South Carolina
_____, 2013.

ON MOTION OF:



Chad Burgess
Brock & Scott, PLLC
3800 Fernandina Road, Suite 110
Columbia, SC 29210
(803) 454-3540

I CONSENT:



Robert P. Davis
ROGERS TOWNSEND & THOMAS, PC
Post Office Box 100200
Columbia, SC 29202-3200
(803) 744-4444

Wachovia Mortgage, FSB successor in interest to Wachovia Mortgage Corporation
 Plaintiff

v.
Carla C. Singletary; John G. Singletary, Jr.; and Wachovia Bank, National Association
 Defendant

Check box above indicating submitting party

name, S.C.Bar no. and address of plaintiff's attorney
Samuel C. Waters (SC Bar #5958); Cheryl H. Fisher (SC Bar #15213); Reginald P. Corley (SC Bar #69453); Jennifer W. Rubin (SC Bar #16727); Ellje C. Floyd (SC Bar #68635); Michael P. Morris (SC Bar #73560); Robert P. Davis (SC Bar #74030); William S. Koehler (SC Bar #74935); Vance L. Brabham, III (SC Bar #71250); Andrew W. Montgomery (SC Bar #79893); Andrew A. Powell (SC Bar #100210); Laura R. Baer (SC Bar # 101076); Mary R. Powers (SC Bar # 16534)
220 Executive Center Drive, Suite 109, Columbia, SC 29210
telephone: 803-744-4444 fax: 803-343-7013

name, S.C.Bar no. and address of Defendant's attorney
telephone: fax:
email: other:

- MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III)
- FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III)
- PROPOSED ORDER/CONSENT ORDER (Complete SECTIONS II and III)

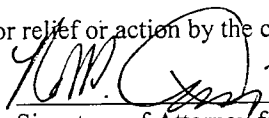
SECTION I: Hearing Information

Nature of Motion: Consent Order Substituting Counsel
Estimated Time Needed: _____ Court Reporter Needed: YES/NO

SECTION II: Motion Type

- Written motion attached
- Form Motion

I hereby move for relief or action by the court as set forth in the attached proposed order.



Signature of Attorney for Plaintiff

11/25/13

Date submitted

SECTION III: Motion Fee

- PAID —AMOUNT: \$ 25.00
- EXEMPT: Rule to Show Cause in Child or Spousal Support
 Domestic Abuse or Abuse and Neglect
 Indigent status State Agency v. Indigent Party
 Sexually Violent Predator Act Post-Conviction Relief
 Motion for Stay in Bankruptcy
 Motion for Publication Motion for Execution (Rule 69, SCRCP)
 Proposed order submitted at request of the court; or,
reduced to writing from motion made in open court per judge's instructions
Name of Court Reporter: _____
 Other:

JUDGE'S SECTION

- Motion Fee to be paid upon filing of the attached order.
- Other

CODE: _____ Date: _____

JUDGE

CLERK'S VERIFICATION

Date Filed: _____

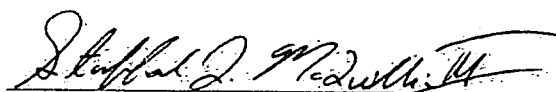
Collected by: _____

- MOTION FEE COLLECTED: _____
(print name)
- CONTESTED —AMOUNT DUE: _____

STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
)	
COUNTY OF CHARLESTON)	CASE NO.: 2009-CP-10-6219
)	
Wachovia Mortgage, FSB successor in interest to Wachovia Mortgage Corporation,)	
)	
Plaintiff,)	NOTICE OF HEARING
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vs.)	
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Carla C. Singletary, John G. Singletary, Jr. and Wachovia Bank, National Association,)	
)	
Defendants.)	
)	

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Haynsworth Sinkler Boyd, P.A.



Wm. Howell Morrison
 Stafford J. McQuillin III
 134 Meeting Street
 Charleston, SC 29401
 843/722-3366 (phone)
 843/722-2266 (fax)

ATTORNEYS FOR WELLS FARGO

Charleston, SC

November 20, 2013