

STATE OF SOUTH CAROLINA
COUNTY OF DORCHESTER

U.S. Bank Trust NA as Trustee for Waterfall
Victoria Grantor Trust II, Series G
Plaintiff,
v.

Jamie Singleton and Indigo Pointe
Homeowners' Association,
Defendant(s).

FIRST JUDICIAL CIRCUIT
COURT OF COMMON PLEAS
IN THE EQUITY DIVISION

C/A No.: 2011-CP-18-00871

**ORDER DENYING FOECLOSURE
and
GRANTING JUDGEMENT ON THE
NOTE**

RECEIVED
Jan 29 2024
SC Court of Appeals

Presiding Judge: James E. Chellis
Master in Equity, Dorchester County
Trial Conducted on

Monday, June 12, 2023

10:02 a.m. - 4:43 p.m.

Tuesday, June 13, 2023

10:08 a.m. - 4:41 p.m.

Wednesday, June 14, 2023

9:02 a.m. - 3:39 p.m.

APPEARANCES:

For the Plaintiff,

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INTRODUCTION

On July 8, 2012, the Clerk of Court for Dorchester County referred this matter to this Court pursuant to Rule 53 SCRPC. The Order of Reference provides for this Court to take testimony and to direct entry of final judgment in this action under Rule 53(b) SCRPC and all matters arising from or reasonably related to such action. Once referred, this Court shall exercise all power and authority which a circuit judge sitting without a jury would have in a similar matter. Rule 53(c). Also, any appeal from this Order shall be to the Supreme Court or the Court of Appeals as provided by the South Carolina Appellate Court Rules. SCRPC 53(d).

This case involves a contested foreclosure lawsuit. The history of the filings in this case demonstrates just how contentious the case has been. On several occasions the case was scheduled for trial but was delayed by either the endorsement of the defaulted note to another entity or its servicing entity changed. The Plaintiff is the fifth substituted party-plaintiff. Multiple lawyers from different law firms have represented the Plaintiff's predecessors. The Defendant, who filed a timely answer¹, has been represented by a member of the Dorchester County Bar, who very early in the litigation recognized the need to engage co-counsel. As with most complex cases, the facts presented reduce the case to relatively simple application of law to the facts as presented. Since Plaintiff seeks foreclosure of a mortgage, it properly came before this Court in its due course at the pleading stage².

¹ The Defendant initially sought dismissal. Upon denial of that Motion, he filed his answer, which was once amended.

² At the outset of the case, the Honorable Maite' Murphy held the position of Master in Equity for Dorchester County. On July 1, 2013, I was appointed to this Court. Since that appointment, I have been appointed for 2 successive terms. Thus, I've had the honor and privilege of serving as Master in Equity for Dorchester County since July 1, 2013.

The trial of this case occurred over a three day period. From the testimony of Plaintiff's witness, Giovanni Amaya, and the testimony of the Defendant, whom Plaintiff called in its case in chief, together with the documentary evidence presented, this Court makes the following findings of fact. After extensively deliberating over the facts, as this Order will bear out, this Court made conclusions of law consistent with those facts. Since foreclosure actions sound in equity, this Court considered applicable law and maxims and principals of equity to come to a just decision supported by the facts as they were presented. In sum, the Plaintiff produced loads of evidence in support of its position. But for the reasons explained in this Order, the Plaintiff did not produce sufficient evidence on many facts resulting in a failure to persuade this Court with sufficient evidence to sway it to award much of its claim.

Findings of Fact

1. Plaintiff called Giovanni Amaya as its only friendly witness. Plaintiff did call the Defendant, as an adverse witness.
2. Mr. Amaya is a Second Assistant Vice President of Default Management for Specialized Loan Servicing (SLS). 12/23³.
3. Mr. Amaya's described his job duties to "include review of business records on loans that are in default. I am also a records custodian, and I will go and verify the possession of original documents. I am a -- I have execution authority and will execute documents on -- case-by-case [sic, basis,] if there's anything that needs to be signed either by SLS for SLS, or by SLS for any of the investors that we service for. That's the majority of it, but I also communicate with counsel, pull business records for counsel, and provide them to counsel whenever needed on any lega- -- litigating matters before or after litigation begins." 13/10-24
4. SLS began servicing the loan in December 2022. 17/22
5. A loan servicer maintains a loan. This includes communication with borrowers, whether telephonic, written, sending and receiving letters, sending and receiving payments, tracking the debits and credits applied on loans, maintaining the business records or original collateral files in safe locations. The overall day-to-day maintenance of a loan. 15/1-10
6. Mr. Amaya states he is familiar with the Defendant's loan. 17/21

³ References to the Transcript represented as "page number/line number." Here, transcript page 12, line 23.

7. Mr. Amaya states the SLS business records include “anything that is incorporated to [sic, into] our business record from prior servicers.” 17/25

8. Mr. Amaya’s testimony did not specify what records from prior servicers SLS had except the account records of SLS. Mr. Amaya’s testimony did include references to many records related to the loan, including the Adjustable Rate Note, 8 endorsements of the Note, the Mortgage, five assignments of record in Dorchester County, and two account statements, all of which will be discussed below.

9. Statebridge serviced the loan prior to SLS. 16/25

10. The Plaintiff received all prior servicers’ information. 236/22-24

11. The Plaintiff, however, did not produce all prior servicers records for trial. 239/11-13

12. The Plaintiff produced insufficient evidence authorizing any agent to sign any documents on behalf of any holder of the Note or the Mortgage. 245/18

13. Plaintiff did not produce any contractual arrangements between the various holders of the Note or any contractual arrangements between any holder of the Note or its servicers. This failure to produce sufficient evidence of this kind has significance relative to the Court’s finding that the Mortgage remains with the bankruptcy estate of the original lender. This issue is discussed in detail below.

The Mortgage

14. The Defendant granted a mortgage lien on Lot 69, shown on a plat of Indigo Pointe at Indigo Fields Subdivision, Phase V-A, located in the City of North Charleston, Dorchester County, South Carolina. The mortgage lien is further identified, as follows:

- a. The mortgage is recorded in the Register of Deeds for Dorchester County (ROD) in Book 5142, at page 168.
- b. The mortgage is dated January 4, 2006.
- c. The mortgage was recorded January 12, 2006.
- d. The mortgage is signed by Jamie Singleton, before two witnesses.
- e. The mortgage grants a lien upon the real property described as:

All that certain piece, parcel or lot of land, situate, lying and being in the City of North Charleston, County of Dorchester, State of South

Carolina and shown and designated as Lot 69, on a Plat of Indigo Point At Indigo Fields Subdivision, Phase V-A, located in the City of North Charleston, Dorchester County, South Carolina, prepared by Trico Engineering Consultants, Inc., on February 1, 1999, revised February 16, 1999 and recorded in the RMC Office for Dorchester County on March 15, 1999 in Plat Book J at Page 128. Said lot having such size, shape, dimensions, buttings and boundings as will by reference to said plat more fully appear.

This being the identical property conveyed to Jamie Singleton by deed of James D. Wilson dated January 4, 2006 and recorded January 12, 2006 in Book 5142 at Page 165⁴ in the Office of the Register of Mesne Conveyance for Dorchester County.

- f. The real property's address is 5505 Rowsham Place, North Charleston, SC 29418
- g. The mortgage lien is granted to Mortgage Electronic Registration Systems, as nominee for People's Choice Home Loans, Inc.

Exhibit 1⁵

15. Plaintiff produced no evidence of the relationship between People's Choice Home Loans, Inc., and Mortgage Electronic Registration Systems. Hence, this Court has no evidence from which to adjudge the power or authority of Mortgage Electronic Registration Systems (MERS) to act in any manner on behalf of People's Choice Home Loans, Inc. The Court notes this here to foreshadow the purported assignment by MERS of the Note and Mortgage discussed below.

16. Mortgage Electronic Registration Systems is "nominee of People's Choice Home Loans, Inc." Exhibit 1, Definitions, (C).

17. People's Choice Home Loan filed for bankruptcy March 20, 2007. SCRE 201(b)(2) 262/14

18. Upon People's Choice Home Loans, Inc., filing of its bankruptcy MERS had no authority to take any action on behalf of the Debtor, People's Choice Home Loans, Inc.

Analysis of Mortgage Assignments

19. Exhibit 2 is the First of Five purported Mortgage Assignments.

⁴ The conveyance cites the consideration as \$265,000.00.

⁵ The term Exhibit means Plaintiff's Exhibits unless I designate the Exhibit as a Defendant's Exhibit.

20. By reference to Exhibit 2, the Court finds the following facts:
 - a. Mortgage Electronic Registration Systems (MERS), as nominee, for People's choice Home Loans, Inc., purports to assign the Mortgage, together with the Note. Court's Emphasis. (*Infra*, Exhibit 7)
 - b. The purported assignment is dated July 14, 2008.
 - c. The purported assignee is to GMAC Mortgage, LLC.
 - d. The purported assignment is recorded in the ROD in Book 6727, at page 331.
 - e. The purported assignment was recorded on July 22, 2008.
 - f. Plaintiff produced no evidence MERS had authority to assign the Mortgage, together with the Note after the Lender (People's Choice Home Loans, Inc.) filed bankruptcy. Court's Emphasis. 270/14
21. Plaintiff produced no evidence that Notice of the Assignment had been given to the Defendant as required under Paragraph 20 of the Mortgage.
22. GMAC purportedly held the Note and Mortgage until August 31, 2011. Cf., Exhibit 16 analysis below.
23. Exhibit 3 is the Second of Five purported Mortgage Assignments.
24. By reference to Exhibit 3, this Court finds the following facts:
 - a. GMAC Mortgage, LLC., purports to assign the Mortgage (Exhibit 1).
 - b. The purported assignment is dated August 31, 2011.
 - c. The purported assignee is to 50 by 50 REO, LLC, c/o AMS Servicing, LLC⁶.
 - d. The purported assignment is recorded in the ROD in Book 8010, at page 231.
 - e. The purported assignment was recorded on September 14, 2011.
 - f. Plaintiff produced no evidence of the authority of the signatory to the assignment, Exhibit 3.
25. Plaintiff produced no evidence that Notice of the Assignment to 50 by 50 REO, LLC, had been given to the Defendant as required under Paragraph 20 of the Mortgage.
26. On Father's Day of June 2012, a kitchen fire damaged Defendant's real property.

588/ 24-589/9

⁶ Plaintiff produced no evidence from this servicer.

27. The Mortgage states, Borrower shall keep the improvements now existing or hereafter directed on the property insured against loss by fire, . . . 45/5-7 Paragraph 5, Exhibit 1.

28. Defendant paid the insurance premium for the period that covered the risk of fire at the time of the fire⁷. 570/5

29. Defendant filed a claim with Liberty Mutual. 589/13

30. Defendant gave prompt notice of the claim to the loan servicer at that time, AMS. 589/17

31. Defendant, AMS⁸, and the Liberty Mutual settled the insurance claim after which Defendant and his wife endorsed the claims proceeds check and sent it to AMS via Mr. Sloan.

32. AMS did not return the proceeds to Defendant or pay the proceeds to Defendant's contractor. 590/21

33. Mr. Singleton had no agreement with the holder of the Note or its servicer for the proceeds to be used to pay the Note payments⁹. 591/2

34. October 2, 2012, Rogers, Townsend, Thomas¹⁰ filed Exhibit 4 with the ROD. The document is in proper form. The document is filed in Book 8483, pages 135 through 136.

35. Exhibit 4 is the Third of Five purported Assignments of the Mortgage.

36. By reference to Exhibit 4, this Court finds the following facts:

- a. 50 By 50 REO, LLC, purports to assign the Mortgage (Exhibit 1).
- b. The purported assignment is dated September 24, 2012.
- c. The purported assignee is U.S. Bank NA, as Trustee for the FRT 2011-1 Trust, c/o AMS Servicing, LLC.
- d. The purported assignment is recorded in the ROD in Book 8483, at page 136.

⁸ AMS is a loan servicer. See, Paragraph 34 (g). Plaintiff did not provide the loan servicing history of AMS in its case in chief. Plaintiff's failure to provide all of the loan servicers records is addressed below.

⁹ The application of the insurance proceeds will be addressed below.

¹⁰ A lawyer with this firm initiated the lawsuit. 6 different lawyers from this one firm made appearances in this case. The clerk of court's file shows that different lawyers from at least 3 other law firms made appearances for Plaintiffs in this case. Very early in my oversight of this case (hearing on Defendant's Motion for Summary Judgment, 2014), I sternly admonished the Plaintiff, through its counsel at the time, that the assignments of the mortgage during the pendency of a contested foreclosure action significantly hinders judicial economy. Moreover, as the case demonstrates, it also detrimentally affects the efficiency of trial counsel for both parties and is particularly unfair to the Defendant.

- e. The purported assignment was recorded on October 2, 2012.
- 37. Plaintiff produced no evidence of the authority of the signatory to the assignment, Exhibit 4.
- 38. Plaintiff produced no evidence that Notice of the Assignment to U.S. Bank NA, as Trustee for the FRT 2011-1 Trust, had been given to the Defendant as required under Paragraph 20 of the Mortgage.
- 39. On March 7, 2016, Rogers, Townsend, & Thomas filed Exhibit 5 with the ROD. The document is in proper form. Exhibit 5 is filed in the ROD in Book 10126, at pages 197 through 199.
- 40. Exhibit 5 is the Fourth purported Assignment of the Mortgage.
- 41. By Reference to Exhibit 5, the Court makes the following findings:
 - a. U.S. Bank NA, as Trustee of the FRT 2011- Trust, purports to assign the Mortgage (Exhibit 1).
 - b. The purported assignment is dated February 8, 2016.
 - c. The purported assignee is the trust “Wilmington Savings Fund Soc for NNPL Trust Series 2012-1.”
 - d. The purported assignment is recorded in the ROD in Book 10126, at page 198
 - g. The purported assignment was recorded on March 7, 2016. Exhibit 5
- 42. Plaintiff produced no evidence of the authority of the signatory to the assignment, Exhibit 5.
- 43. Notably, this purported assignment is not to a Trustee of Wilmington Savings Fund Soc for NNPL Trust Series 2012-1.
- 44. Plaintiff produced no evidence that Notice of the Assignment to Wilmington Savings Fund Soc for NNPL Trust Series 2012-1 had been given to the Defendant as required under Paragraph 20 of the Mortgage.
- 45. On February 4, 2020, Plaintiff’s counsel of McMichael Taylor Gray, LLC from Peachtree Corners, Ga., filed Exhibit 6 with the ROD. The document is in proper form. The document is filed in the ROD in Book 12313, at pages 75.
- 46. Exhibit 6 is the Fifth of Five purported Assignments of the Mortgage.

47. By Reference to Exhibit 6, the Court makes the following findings:
 - a. Wilmington Savings Fund Society, FSB d/b/a Christiana Trust, not in its individual capacity, but solely in its capacity as Certified Trustee for NNPL Trust Series 2012-1 a/k/a Wilmington Savings Fund Soc for NNPL Trust Securities 2012-1 purports to assign the Mortgage (Exhibit 1).
 - b. The purported assignment is dated February 8, 2016 (the Court notes this trustee had never received the assignment).
 - c. The purported assignee is U.S. Bank Trust NA as Trustee for Waterfall Victoria Grantor Trust II, Series G.
 - d. The purported assignment is recorded in the ROD in Book 12313, at pages 75.
 - e. The purported assignment was recorded on March 7, 2016.
48. Plaintiff did not produce sufficient evidence to establish the authority of the signatory Exhibits 6.
49. Plaintiff produced no evidence that Notice of the Assignment to U.S. Bank Trust NA as Trustee for Waterfall Victoria Grantor Trust II, Series G had been given to the Defendant as required under Paragraph 20 of the Mortgage.
50. From March 20, 2007, until July 14, 2018, the provenance of the Note is unclear from the trial record. (See, *infra*, Paragraphs 59-155).
51. Plaintiff produced no evidence when the Note was sold initially by People's Choice Home Loan. 260/1213
52. Plaintiff presented no evidence of an endorsement of the Note dated prior to March 20, 2007, the date People's Choice Home Loans, Inc., filed bankruptcy.
53. Plaintiff presented no evidence of an assignment of the Mortgage dated prior to March 20, 2007, the date People's Choice Home Loans, Inc., filed bankruptcy.
54. The Mortgage is subject to Applicable Law. Applicable Law means all controlling applicable federal, state, and local statutes, regulations, ordinances, and administrative role -- rules, and others that have the effect of law, as well as all applicable final, non-appealable judicial opinions. 27/8-11

55. The Court gave both parties 30 days to supplement the record with specific documents in the People's Choice Home Loan, Inc., bankruptcy proceedings to which the Court would take judicial notice. Each party were to send the documents to the Court, the Court Reporter, and each other. 460/14

56. Neither party provided this Court with any specific documents pertaining to People's Choice Home Loans, Inc., bankruptcy proceedings.

57. The Court finds the Mortgage remains in the Bankruptcy Estate of People's Choice Home Loan, Inc.

58. Hence, each of the purported five assignments of the Mortgage have no force or affect. Notwithstanding, Plaintiff and its predecessors use of the mortgage and its terms will be further examined to evaluate Plaintiff's credibility. The Court also uses this evidence to examine Plaintiff's conduct under the "clean hands" doctrine.

Analysis of the Note

59. Plaintiff states Exhibit 7 is "the original note in question." 78/20 (Court's emphasis, hereinafter the Note). The Note is a promissory note:

- a. People's Choice Home Loans, Inc., is the Lender. 79/7
- b. The Note identifies the borrower as Jamie Singleton. 79/9
- c. The execution date is January 4, 2006. 79/12
- d. The principal amount is \$212,000.00. 79/16
- e. The loan number is 10281247. 79/22
- f. The initial interest rate of the Note is 10.45%. 80/12
- g. The Note is an "Adjustable-Rate Note."
- h. The Note is signed. 80/13-14

60. This Court admitted Exhibit 7 pursuant to SCRE 902 (9). 80/19-20

61. Mr. Amaya states "SLS obtained the Note" when the service transferred through the possession of SLS' custodian. Court's emphasis¹¹. 80/4

¹¹ I am aware that servicers have standing to bring a foreclosure action. Nonetheless, the servicer is not a holder of a note. When a servicer speaks of possession of the note in a contested foreclosure case, it is not clear the servicer is meaning possession for purposes of servicing or possession as the holder. The lack of clarity is troublesome. Nonetheless, I have accepted these Mr. Amaya's testimony as statements by the Plaintiff as servicer.

62. Mr. Amaya states the custodian was Mr. Hayes' law firm. 83/23-24

63. The Court addresses custodian issues below.

64. A signature is placed on a line above the typed name, JAMIE SINGLETON, -
Borrower. Page 4 of 4 of Exhibit 7

65. The INTEREST provision of the Note states "Interest will be charged on the unpaid principal until the full amount of the Principal has been paid. I [borrower] will pay interest at the yearly rate of 10.45%. The interest Rate I will pay may change in accordance with Section 4 of this Note."

66. Section 4 of the Note provides that the interest rate and monthly payments change over the course of time the Note remains outstanding. Hence, the Note is an adjustable rate note as explained in the next paragraph.

67. The interest rate is the sum of 6% plus the index rate. The index is the LIBOR¹² rate published in the Wall Street Journal (WSJ). The first change is on the anniversary of the Note, thereafter the rate adjusts every six months, by adding 6% to the LIBOR rate published in the WSJ 45 days prior to the change date. At the first change date, the interest rate is capped at 13.45% or by 3% points. At each change date thereafter the interest rate cannot increase more than 1% point. Over the life of the loan the interest rate cannot exceed 16.45% per annum. Essentially the interest rate is capped at 6% above the initial interest rate. But the interest rate shall never be less than 10.45% per annum. Section 4, Exhibit 7.

68. The Plaintiff did not produce sufficient evidence of the LIBOR rate 45 days before each change date. As such the interest rate calculations throughout the limited records produced result in a finding that the interest rate accruing on the loan, and ultimately claimed by

¹² The average of interbank produced rates for six month U.S. dollar-denominated deposits in the London Market. As broadly reported, the LIBOR rate came under significant scrutiny in 2008. Ultimately criminal investigations were launch that led to massive fines. See, <https://www.imf.org/external/pubs/ft/fandd/basics/54-london-interbank-produced-rate.htm> LIBOR expired on June 30, 2023, as part of a transition that has been planned for several years. <https://www.consumerfinance.gov/about-us/blog/adjustable-rate-loans-are-changing-widely-used-interest-rate-index-expires-in-june/>. On July, 25, 2023, I issued an Order on Defendant's Motion for a New Trial, granting Defendant the limited right to submit an affidavit regarding a letter he received after the trial from Plaintiff's servicer, SLS, giving notice of a rate change to the Note. The Order also gave Plaintiff the right to file a counter-affidavit. The rate change notice did not provide the index upon which the rate change was based. This evidence is simply not sufficient evidence as it fails credibility. Moreover, it is not persuasive of the actual unliquidated calculation upon which the interest rate is determined.

the Plaintiff, results in Plaintiff's failure to produce sufficient evidence to prove the interest due on the loan. Since Plaintiff did not produce sufficient evidence, the Court finds the Plaintiff did not produce sufficient evidence to persuade the Court of the interest due on the loan.

69. Mr. Amaya testified by "best recollection" the Note "was requested and sent" to a law firm at the time of the initial Complaint. He then testifies at page 285, as follows:

6 . . . Then there was a transfer to
 7 another law firm, I believe at that point it
 8 was supposed to be transferred again to a
 9 different law firm, where it could not be
 10 found. And then it was located again and
 11 returned to, if I'm not mistaken, it was the
 12 custodian -- no, the collector, the individual
 13 that was hired to find the document or track
 14 the collateral that then sent it back to
 15 counsel and it ended up at the current law firm
 16 as our custodial -- as our current custodian,
 17 who they brought in here for -- for trial, as
 18 a custodian for the plaintiff and as the law
 19 firm [the Court's emphasis].

70. Mr. Amaya delivered this answer hesitatingly, and in short phrases that the written transcript does not show. Mr. Amaya, hedges his response with indefinite pronouns, "there" and "it"; he uses passive verb tense, as in "was supposed", "was a transfer", "was located", "was hired"; he qualifies his answer with "I believe", "if I'm not mistaken"; and he fails to provide decisive descriptions for "custodian", collector", "individual", and even "our current law firm." Mr. Amaya merely believes Plaintiff holds the Note. This recitation of the provenance of the Note arouses the suspicion of this Court as to the authenticity of the Note purported to be held by the Plaintiff through SLS.

Factual Analysis of Suspicion of the Authenticity of the Note

71. The Note was lost and then purportedly found. 287/9-12

72. Plaintiff could not identify the entity that had possession of the Note, in its original form, when it was lost. 287/21-25

73. Plaintiff produced no evidence of the circumstances as to how, where, and when the loss of the Note occurred. 288/11-15

74. Plaintiff relies solely on the testimony of Mr. Amaya to establish the Note was found but produced insufficient evidence of who found it. 289/13-17

75. Plaintiff produced no documentary evidence to support the Note was found by the Plaintiff or its servicer.

76. Mr. Singleton stated he did not know if Exhibit 7 was the original note. 474/25

77. Mr. Singleton states he reviewed a note in Florida. 475/13

78. Mr. Singleton states that the note produced for him to review in Florida, “does not look like what [Exhibit 7] I’m looking at now.”

79. Mr. Singleton states the signature on the Mortgage (Exhibit 1) is his signature. 498/5

80. Mr. Singleton states he cannot be 100% certain that the signature on Exhibit 7 is the note he originally signed. 501/5-7

81. Mr. Singleton compared his signature on the Mortgage (Exhibit 2) to the signature on Exhibit 7. Mr. Singleton states he cannot be 100% certain it is the same signature.

82. Mr. Singleton states the document he viewed in Florida¹³ as the note “looked just like you would print off on regular white paper. No age at all on that document. Not at all.” 598/8-10

83. Mr. Singleton stated he did not see a stamp on the note presented to him in Florida to review.

84. Mr. Singleton states the note he viewed in Florida was different in terms of signs of wear and tear, punch holes, tears and paper quality than the Note (Exhibit 7). 599/11-12

85. The copy of the note on Exhibit 32 does not have the stamped blank endorsement. 600/5

¹³ After February 8, 2022. See Order dated February 8, 2022.

86. Exhibit 41, which was marked for identification, has a copy of a note as Exhibit 1. Mr. Singleton stated it does not have a stamped endorsement in blank on it. 600/23

87. Mr. Amaya stated SLS obtained the Adjustable-Rate Note “[w]hen the service transferred through the possession of our custodian.”

Analysis of Endorsements to the Note

88. On the back of the 4th page of the Note is a rubber hand-stamped endorsement that states, “Pay to the Order _____ without recourse. Peoples’ Choice Home Loans, Inc., a Wyoming Corporation by [a signature] on a signature line above the name Dana Lantry, Title: Asst. Vice President.” SCRE 801 (9). Exhibit 7.1

89. The endorsement in blank is not dated. Exhibit 7.1

90. Plaintiff produced no evidence of the authority by which the signatory executed the endorsement.

91. The Plaintiff produced no evidence of the authority in general of a Title Assistant Vice President working for People's Choice Home Loan, Inc.

92. Plaintiff produced no evidence of delivery of the Note pursuant to the Exhibit 7.1 endorsement to a bearer.

93. Plaintiff produced no documentary evidence of the person or entity that held possession of the Note with the blank endorsement.

94. The Plaintiff admits Exhibit 7.1:

- a. Is not dated,
- b. Is not witnessed,
- c. Has no notary jurat; 291/ 3-8

95. Plaintiff produced no evidence of the time when the blank endorsement stamp was placed on the Note or when the blank endorsement was signed.

96. Exhibits 7.1 through Exhibit 13 were admitted into evidence pursuant to SCRE 902(9).

97. Exhibit 8 is an “Allonge to Note.” This attached document purports to endorse the Note, as follows: “pays to the order of 50 by 50 REO, LLC. Without recourse and without representation or warranty except as set forth in that certain assignment of note and mortgage

dated of even -- even date herewith for -- from Jamie Singleton in favor of GMAC Mortgage, LLC. . . Without recourse and without representation or warranty except as set forth in that certain Assignment of Note and Mortgage dated of even date herewith from Jamie Singleton in favor of 50 by 50 REO, LLC.” 100/17-21.

98. By reference to Exhibit 3, August 11, 2011, is the date of the purported endorsement. Exhibit 8 is dated, Hence, of “even date,” with Exhibit 3 is August 11, 2011. See, paragraph 22 b., above.

99. Plaintiff admits Exhibit 8:

- a. Has no Notary Jurat;
- b. Has no date as to when it was created;
- c. “Signed in the presence of,” GMAC Mortgage, LLC, infers the endorsement is signed in the presence of a witness.
- d. No witness signed the endorsement.

100. A third purported endorsement of the Note by Allonge of 50 by 50 REO, LLC states “Pay to the order of US Bank, N.A. as Trustee of the FRT 2011-1 Trust.” 107/5-6. Exhibit 9.

101. Plaintiff admits it does not know the date the Allonge to Note [Exhibit 9] was created or attached to the Note. 276/13-14. 293/3-4

102. Plaintiff admits Exhibit 9

- a. Has no Notary Jurat;
- b. “Signed in the presence of,” 50 by 50 REO, LLC, infers the endorsement is signed in the presence of a witness.
- c. No witness signed the endorsement. 292/22-25

103. On September 24, 2012, 50 By 50 REO, LLC, signed an Assignment of Mortgage to US Bank, N.A. as Trustee of the FRT 2011-1 Trust. Exhibit 4.

104. Plaintiff admits this assignment (Exhibit 4) does not include “language specifically assigning the [N]ote.” 274/17-18.

105. A fourth purported endorsement of the Note by Allonge of US Bank, N.A. as Trustee of the FRT 2011-1 Trust states, “pay to the order of FRT 2013-1 Investor LLC, without recourse.” Exhibit 10. 107/14-15.

106. Exhibit 10 is dated 4th day of September 2014.

107. A fifth purported endorsement of the Note by Allonge of FRT 2013-1 Investor LLC states, “Pay to the order of _____, without recourse” 111/10-11. Exhibit 11.

108. On February 8, 2016, US Bank, NA, as Trustee of FRT 2011-1 Trust purports to assign the Mortgage (Exhibit 7) together with the Note (Exhibit 2) to Wilmington Savings Fund Soc for NNPL Trust Series 2012-1. 274/10. Exhibit 5.

109. Plaintiff admits that the Exhibit 5 “transfer is not a physical kind.” 278/15.

110. Plaintiff states Exhibit 5 is “a transfer of indebtedness.” 278/16

111. Plaintiff fails to establish Exhibit 5 operated to transfer the Note from its then purported holder, US Bank, NA, as Trustee of FRT 2011-1 Trust, to the purported holder, Wilmington Savings Fund Soc for NNPL Trust Series 2012-1. 278/20-21. 279/10.

112. Exhibit 5 fails to transfer the Note or the Mortgage to a Trustee of Wilmington Savings Fund Soc for NNPL Trust Series 2012-1. 280/6-11 (Court’s Emphasis). See paragraph 124 below.

113. Exhibit 6 fails to transfer the Note or the Mortgage because the Trustee of Wilmington Savings Fund Soc for NNPL Trust Series 2012-1 never had any right, title or interest in the Note or the Mortgage. 280/12-19

114. Plaintiff fails to establish Exhibit 6 operated to transfer the Note from its then purported holder, Wilmington Savings Fund Soc for NNPL Trust Series 2012-1, to the purported holder the Plaintiff. 281/19-283/4

115. Plaintiff admits the Note was lost. 286/2-4

116. Plaintiff admits it knows what a lost Note affidavit is. 286/7

117. Plaintiff’s witness claims the scope of his review did not include searching for a lost note affidavit. 286/11

118. When asked if a lost note affidavit is in the file, Mr. Amaya, states: “It would -- I'm not saying it's not in there, I personally did not pull it and I don't want to perjure myself to say it is or isn't if I have not personally reviewed it.”

119. A Lost Note Affidavit is in the file of the Plaintiff or its servicer. 287/10-12

120. Plaintiff admits it cannot sell what it does not own. 298/4

121. Plaintiff's witness admits Exhibits 11 and 12 purport to be Allonges to Note that purport to endorse the Note to two different entities.

122. Exhibit 11 purports to be an Allonge to Note:

- a. Endorsing the Note in blank; 298/11
- b. Is dated September 4, 2014; 298/14
- c. Signed by an authorized signatory of FRT 2013-1 Investor, LLC. 298/11 Exhibit 11

123. Exhibit 12 purports to be an Allonge to Note:

- a. Is not dated;
- b. Identifies the Borrower as Jamie Singleton;
- c. Identifies the property address as 5505 Rowsham Place, North Charleston, SC;
- d. Endorses the Note to Waterfall Victoria Grantor Trust II, Series G;
- e. Identifies the Loan WAM ID: 109010289 and by SMS ID: 578125938 neither of which identifying numbers correspond to any loan number on the Note nor did Plaintiff offer any evidence to explain this anomaly;
- f. Identifies Wilmington Savings Fund Society, FSB d/b/a Christiana Trust, not in its individual capacity but solely in its capacity as Certificate Trustee for NNPL Trust Series 2012-1 by New Penn Financial d/b/a Shellpoint Mortgage Servicing as attorney in fact as assignee; and
- g. Is attached to the Note (Exhibit 7) between Exhibit 11 and Exhibit 13. Exhibit 7 and 7.1 with attachments Exhibits 8 – 13.

124. The endorsement is not to a Trustee of Waterfall Victoria Grantor Trust II, Series G. (Court's Emphasis). (1) The extent of the capacity of a corporation to take and hold property in trust is the same as that of a natural person except as limited by law. (2) The extent of the

capacity of a corporation to administer a trust depends upon the extent of the powers conferred upon it by law. [Restatement \(Second\) of Trusts § 96 \(1959\)](#)

125. Plaintiff claims it is a holder of the Note (But, Mr. Amaya testified, “My business records show an assignment of mortgage, and I did review Waterfall, and I did call Waterfall for their sales agreement, Purchase and Sales Agreement, which they provided to me to show that they're the current owners and holders, so they would've been the last ones to have possession of it, and not this final one.”). 300/21-301/3

126. Exhibit 13 purports to be an Allonge to Note

- a. Is not dated;
- b. Identifies the Borrower as Jamie Singleton;
- c. Identifies the property address as 5505 Rowsham Pl;
- d. Identifies the loan as loan # 555850755;
 - i. Endorsing the Note
 - ii. To the Order of WestVue NPL Trust II;
- e. Is signed by Wilmington Savings Fund Society, FSB d/b/a Christiana Trust, not in its individual capacity but solely in its capacity as Certificate Trustee for NNPL Trust Series 2012-34;

127. The endorsement is not to a Trustee of WestVue NPL Trust II.

128. Plaintiff admits the signature line states Cynthia M Brock on both Exhibit 12 and Exhibit 13 and that the signatures “look different.” 301/25 Exhibit 11 and Exhibit 12

129. The chain of endorsements are defect.

Court’s Physical Examination of the Exhibits 7 through 14

130. Exhibits 7 shows a loan number in typed print as Loan Number: 10281247

131. Exhibit 7 has three alterations in handwriting showing 3 different numbers.

132. The Plaintiff did not produce sufficient evidence to explain the basis for alteration of the Note.

133. The hand-written alterations are not reliable as they do not provide sufficient identifying information as to who placed the alteration on the Note, and the date the alteration was put on the Note (Exhibit 7).

134. Exhibit 7 on visual and tactile examination by this Court has multiple staple holes in it at the top left-hand corner inferring the Note and its attached purported allonges have been stapled, unfastened and stapled together multiple times.

135. Plaintiff did not produce sufficient evidence to explain the reason the Note had been disassembled and reassembled multiple times. This together with the undated endorsements raises the question of whether some of the allonges are chronologically not in correct order.

Plaintiff's Bailee Documentary Evidence

136. Plaintiff's Exhibit 14 is a two-page document.

- a. Page one is letterhead of "Crawford & von Kellar," dated April 20, 2018.
- b. It references Wilmington Savings Bank v Jamie Singleton, Case No.: 2011CP1800871, the case number of the present lawsuit.
- c. The letter states "Enclosed please find the original note, mortgage, and CD from Rogers, Townsend & Thomas." Below the signature of a paralegal from Crawford & von Kellar is a receipt that states: "I confirm that Crawford & von Kellar has released the original note, mortgage and CD to our office[sic] and it is now in our possession."
- d. A signature line follows above which is a signature and below which is handwritten, "Alexis Dickey." The receipt otherwise does not identify the recipient. Plaintiff did not offer evidence to identify Alexis Dickey.

137. Page 2 of Exhibit 14 is entitled, "Statebridge Inventory Checklist-Collateral Documents.

138. The checklist identifies Loan Number 147395, Borrower "Kaney," dated 9/18/19. Exhibit 14. The Crawford & von Kellar letter and attached checklist, fails to show sufficiently the Note, Mortgage and CD were transferred to either Plaintiff's attorneys, or the Plaintiff.

139. Exhibit 15 is entitled "Bailee Letter." Exhibit 15 has three pages. The Bailee Letter is not dated.

140. Plaintiff does not know when Exhibit 15 was created. 304/4

141. The Bailee Letter is addressed to Marc B. Ledesma, Waterfall Asset Management, LLC, 1251 Avenue of the Americas – 50th fl, New York, NY, 110020

142. The Bailee Letter references Servicer loan number 43608, Borrower Name: Singleton, Jamie Singleton, Property Address 5505 Rowsham Pl, North Charleston, SC

143. The Bailee Letter states, "SitusAMC has been engaged for Bailee oversight on behalf of Waterfall Asset Management, LLC, the owner of the loan referenced above." Exhibit 15

144. Exhibit 15 purports to attach:

- a. Original Note
- b. Original Lost Note Affidavit
- c. Original Endorsements describing Exhibits 7.1 through 13.
- d. Original unrecorded Assignments
 - i. FRT 2011-1 Trust to FRT 2013-11 Investor, LLC
 - ii. FRT 2013-1 Investor, LLC to Wilmington Savings Fund Society, FSB d/b/a Christiana Trust, not in its individual capacity but solely in its capacity as Certificate Trustee for NNPL Trust Series 2012-1
 - iii. Cascade Funding Mortgage Trust 2017-1 to US Bank Trust, N.A. as Trustee for Cascade Funding Mortgage Trust 2017-1
 - iv. Original Title Policy

145. The third page of Exhibit 15 has a signature above a line under which the name Tomika Cromer is typed.

146. Aside the signature line is the date 10/27/2020 with the notation in parenthesis "received 10/20/2020."

147. Under these dates is the company name McMichael Taylor Gray, LLC.

148. Plaintiff did not produce sufficient evidence to explain origin of the unrecorded Cascade Funding Mortgage Trust 2017-1 to US Bank Trust, N.A. as Trustee for Cascade Funding Mortgage Trust 2017-1 assignment referred to in the Bailee Letter. 316/11

149. Plaintiff claims Tomika Cromer signed it on behalf of Waterfall Asset Management LLC. 309/18

150. But Plaintiff also claims Tomika Cromer is signing on behalf of the law firm. 309/9

151. Further Plaintiff claims that Tomika Cromer is counsel for Waterfall. 309/12

152. Plaintiff admits no purported assignments are to Waterfall Asset Management, LLC. 309/20

153. Plaintiff claims that Waterfall Victoria Grantor Trust II Series G is not an actual entity. 310/25 -311/1.

154. Mr. Amaya testifies that he did not review the Lost Note Affidavit the second item marked in the Bailee Letter, Exhibit 15, explaining it was beyond the scope of his review. 317/4-5 Again repeating “It was beyond the scope of my review. I have not seen it. I have not looked for it.” 318/8-9

155. On the issue of the Lost Mortgage Affidavit, this Court finds that Mr. Amaya’s testimony is less than compelling as the Lost Note Affidavit is marked in the Bailee Letter received by McMichael Taylor Gray, LLC, Plaintiff’s lawyer. Moreover, Mr. Amaya’s testimony fails to acknowledge that the collateral file was in the possession of the Plaintiff’s lawyer. He is not forthright about this point which casts considerable doubt on his credibility. He testifies as if he looked at these documents at his own offices when, in fact, the collateral file is in possession of Plaintiff’s lawyer. Exhibit 15. He should have examined the Lost Note Affidavit, its origin, and the circumstances upon which it was purportedly found.

156. Mr. Amaya did not look for the Lost Note Affidavit or into the basis for it because he relied upon being told by the Plaintiff’s lawyers that they had the Note, and the Note was in the original collateral file. 332/ 14-17

157. Taking the evidence set forth in the record of the bailee documentary evidence, Plaintiff fails to show a by a preponderance of evidence that Plaintiff received by an ordinary course of action the Note, the Mortgage, or the following loan history documentary evidence.

Servicing History Analysis

158. Plaintiff admits the loan was serviced by multiple different servicers.

159. Plaintiff admits it did not provide the servicing records of all the servicers. 239/10-13 In a case of this nature, the Court finds this incredulous and raises a significant issue of Plaintiff’s credibility.

160. The Plaintiff admitted servicing records of three of the numerous servicers as Exhibits 16, 17 and 18 under the business records exception to the hearsay rule without objection. But the testimony of Mr. Amaya as to Exhibit 16, admitted without objection, is a “payment history from prior servicers for the loan in question.” 140/17-19

161. Exhibits 16, 17, and 18 are servicing histories of the Defendant’s loan with GMAC, Statebridge, and SLS, respectively, whom Plaintiff identifies as servicers. GMAC was a purported holder as well. Cf., Exhibit 2 and Exhibit 8.

162. Notably, Plaintiff did not specify the evidentiary purpose for which these three exhibits were produced.

163. The Defendant did elicit some evidence from the Plaintiff that raised the question of the credibility of Mr. Amaya and these three exhibits.

164. Nonetheless, this documentary evidence speaks to the Court. Although these documents are hearsay, each admissible under SCRE 802 and Uniform Business Records as Evidence Act. [S.C. Code Ann. § 19-5-510](#), evaluation of the credibility of the documentary evidence or some of it must be made by this Court as the trier of facts even if some of it is not contradicted.

165. These business records produced by the Plaintiff together with Mr. Amaya’s testimony are admissible hearsay to prove the truth of the amount Defendant owes the Plaintiff.

166. The evidence is nonetheless subject to examination for credibility by this Court. Hence, first, the Court will find what the evidence is. Thereafter, the Court will evaluate its credibility for truthfulness. Since these are documents contain voluminous data, this Court will pick some specific transactions and will group some transaction to make the credibility determination. Hence, the Court’s analysis will be micro, as to certain data points, and the findings will be a macro analysis as to some of those that are commonly described and lend themselves to findings in common.

Exhibit 16 Analysis

167. Exhibit 16 is a payment history of the loan with GMAC. 142/11-12. It is not Bate stamped (the way to apply a unique number to each page of each case document to quickly review and retrieve specific pages).

168. Exhibit 16 contains 25 pages. Plaintiff's Counsel submitted it into evidence in paper form. Each page of paper on this exhibit contains copies of the payment history on its front and back. Hence, the first page contains pages 1 and 2 of Exhibit 16, the second page is pages 3 and 4, and so forth.

169. A payment history is "Debits and credits applied to a loan. The payment history shows any payments that are sent out or any payments that are received, a debit or credit. It's an accounting of monies received or paid out for a specific loan." 142/15-19.

170. These servicing records come in different formats:

- a. Data digital, which information is computerized information.
- b. Imaged information, image documents.
- c. Original documents, actual physical documents.
- d. Some documents come in multiple formats both digital and imaged, and
- e. Imaged documents can be printed in different formats depending on the type of document that it is. 143/1-11

171. The format of a payment history is "digital data and imaged" when a printed format is created. 143/18-20

172. SLS receives prior servicing files that are incorporated into its business records. 145/18-19

173. The Plaintiff did not explain what it meant by incorporated. By review of the following Exhibits 17 and 18, the files seem to retain original formatting which implies such files are independently retained as digital data files that can be imaged and printed. The record does not suggest incorporation means by reference.

174. Exhibit 16 has several components:

- a. Page 1 of 25 is entitled, "Global/Pay Corporate Advances," dated June 30, 2009: Description is BPO/Inspection Fee.
- b. Page 2 of 25 is entitled, "Global/Pay Corporate Advances," dated June 30, 2009: Description is Lender Placed Insurance.
- c. Page 1 of 25 and page 2 of 25 are "print screens" from the corporate advance payment history of GMAC. 146/18-21.

- d. Page 3 of 25 is entitled, “2009 Detail by Transaction” that continues on Page 4 & 5 of 25.
- e. Page 6 of 25 is entitled, “2008 Detail by Transaction” that continues on Page 7 & 8 of 25
- f. Page 9 of 25 is entitled, “2007 Detail by Transaction.”
- g. Pages 3 of 25 through 9 of 25 are a printed archived payment history of GMAC. 146/13-15

175. Pages 10 of 25 through 25 of 25 are not titled.

176. As to Page 1 of 25, Plaintiff did not produce sufficient evidence to explain how these corporate advance payments are incorporated into its current servicer’s records. Hence, the Court tried to reconcile these entries with the other records within Exhibit 16.

177. The first entry on Page 1 of 25 is compared to the transaction history for GMAC in 2008. Page 1 of 25 states a transaction described as “BPO/Inspection Fee” payment of \$85.00 was made March 24, 2008. The payment is denoted expense code 41. Pages 6 and 7 of 25 are GMAC Mortgage, LLC’s “2008 Detail by Transaction.” According to the 2008 Detail by Transaction on March 24, 2008, a transaction described as “Corp Adv 3 D” of \$85.00 was posted. Thereafter, on March 26, 2008, a transaction described as “Prop Inspect” for \$11.25 is recorded. These are inconsistencies that call into question the credibility of Exhibit 16.

178. As to page 2 of 25, this evidence states that on September 4, 2008, a payment of \$2,432.00, described as “Lender Placed Insu”, was paid. Page 6 of 25 shows a “Corp Adv 2 E, posted September 4, 2008, of \$2,432.00, then a Reversal of , \$2,432.00, followed by a Corporate Adv 2 E of \$2,432.00 on September 5, 2008, posted under the Column “Lt Charge/Fees. “The next column, “Escrow After,” shows a negative increase by the amount of \$2,432.00. The Plaintiff did not explain this transaction. Hence, the Court infers the descriptive “Corporate Adv 2 E” is an insurance payment from the escrow account. The problem, however, is the Exhibit does not show persuasive evidence of where the \$2, 432.00 derived since Defendant’s testimony is he paid all insurance premiums since inception of the loan. Cf. 560/14

179. Another unexplained statement on Page 2 of 25 is the report of a total paid of “1305200.25.” Plaintiff did not explain this entry but as evidence before the Court it furthers the Court finding of a lack of credibility of this page.

180. Page 3 of 25 is titled “2009 Detail By Transaction.” Under the moniker of GMAC Mortgage, naming Defendant by name and address. The transactions appear to be sorted ascending by date posted, i.e., earliest to latest. The Post Dates range from 1/1/2009 to 11/9/2009.

181. The 12 columns on Page 3 of 25, Exhibit 16, are:

Transaction Description	Transaction Amount	Last Paid	Post Date	Principal Paid	Interest Paid
Continuing laterally,					
Escrow Paid	Cr Life/Dissab	Late Charge Fees	Principal Bal After Tran	Escrow Bal After Tran	Unappl Funds After Trans

Exhibit 16

- a. Under the column “Transaction Description,” the various Transaction Descriptions are:
 - i. “Prop Inspection,”
 - ii. “Corp Adv 3 D,”
 - iii. “Expense Adva,”
 - iv. “Misc Receipt,”
 - v. “SpeedPay Fee” and
 - vi. “Escrow Deposit,” in various rows, Exhibit 16.
- b. Plaintiff produced no evidence explaining these items under the Column, “Transaction Descriptions.”
- c. Plaintiff did not produce sufficient evidence to provide evidence of the necessity of the items under the Column, “Transaction Descriptions,” designated “Prop Inspect,” “Corp Adv 3 D,” “Expense Adva,” and “Speedpay Fee.”
- d. Plaintiff did not produce sufficient evidence to provide evidence of the reasonableness of the items described in the immediately preceding paragraph under the Column, “Transaction Descriptions.”

- e. Plaintiff fails to explain a transaction a late fee of \$606.79 posted on March 16 (3/16) that reduced an “Unapplied Funds Balance” by the same amount. Exhibit 16.
- f. Plaintiff did not produce sufficient evidence to explain what the term “Unapplied Funds” means.
- g. Plaintiff did not produce sufficient evidence to explain the necessity of “Unapplied Funds.”
- h. Plaintiff did not produce sufficient evidence to explain the reasonableness of “Unapplied Funds.”

182. Plaintiff did not produce sufficient evidence to explain Prop Inspect of \$11.25 and Lt Charge/Fees of \$11.25 on March 8, 2009. A similar failure of explanation is the Prop Inspect of \$11.25 with corresponding Lt Charge/Fees all posted on the date of March 16, 2009. These transactions posted are just 12 of the 25 transactions reportedly posted on the exact same day.

183. On July 1, 2009, a transaction described as “Serv Rel” shows principal paid of \$209,656.89.

184. The transaction does not say by whom the payment is made or to whom the distribution is made. See Page 5 of 25, “07/1”

185. Thereafter 9 transactions described as Expense Adva posted on July 1, 2008. Plaintiff did not explain the reasons for these payments or to whom they were made.

186. The last posted transaction in 2009 is \$4.18 described as a “Misc Receipt” that appears to derive from “unapplied funds.” The transaction is not explained by the Plaintiff. Nor does this money appear to have been paid to the Defendant. The failure to explain this transaction adds to the lack of credibility this Court gives to Exhibit 16.

187. The P & I payment (principal and interest) is \$2,134.48.

188. The ending principal balance of November 7, 2009, appears to be \$209,656.89.

189. Pages 6 of 25 to 8 of 25 are the 2008 Detail by Transaction reported by GMAC Mortgage, LLC for the loan of the Defendant at his address.

190. These pages are organized the same as those found on Pages 3, 4, and 5 of 25.

191. In 2008 Plaintiff admits receipt of regular payments from the Defendant.

192. Plaintiff fails similarly to explain the following transactions under Transaction Description:

- a. Prop Inspect
- b. Misc. Receipt
- c. SpeedPay Fees
- d. Reversal
- e. Payoff State
- f. Corp Adv 2 E
- g. Serv Rel
- h. Expense Adva

193. The Plaintiff fails to the explain the necessity of these entries.

194. The Plaintiff fails to the explain the reasonableness of charges related to these item.

195. Pages 10 through 25 of Exhibit 16 have no title. The entity for whom or by whom the data recorded is made is indirectly tied to GMAC because these records are included with those of GMAC Mortgage LLC.

196. In order to piece together the puzzle of these 15 pages, the Court aligned pages 10, 12, 14, 16, 18, 20, 22, and 24 of 25 alongside each other.

197. At the top of each page is a row that describes columns, below which data is recorded.

198. The following are the columns:

HistoryCounter	LoanID	TransactionDate	SysDateTime	EffectiveDate
TransactionCode	TransactionAmt	PrincipalAmount	InterestAmount	EscrowAmt
OtherFundsAmt	LateChargeAmt	AssistanceAmt	EndPrincipalBalance	EndEscrowBal
EndOthFundsBal	EndAssistanceBal	EndLostDraftBal	EndUnappliedBal	EndLCAccrBalance
BatchchID	CheckNumber	MoneyType	PayeeID	ReversaCode
ReversalFlag	Username	EscrowCounter	AssmRecCounter	PartialPaid
AdvPmyRuleCode				

199. The rows are numbered descending 88 to 41, page 10 of 25, and 40 to 1, page 11 of 25. Hence, the odd numbered pages align vertically to even numbered pages, as follows: Page 10 of 25 to page 11 of 25, Page 12 of 25 to page 13 of 25, Page 14 of 25 to page 15 of 25, Page 16 of 25 to page 17 of 25, 18 of 25 to 19 of 25, Page 20 of 25 to page 21 of 25 and Page 22 of 25 to page 23 of 25, and then, page 25 of 25. These transactions are reported in descending date order.

200. The 88th transaction under the column HistoryCounter on Exhibit 16, page 10 of 25, is dated October 27, 2010, and shows an ending principal balance of \$208,818.11.

201. The 1st transaction under the column HistoryCounter on Exhibit 16, page 10 of 25, is dated July 7, 2009, and shows a beginning principal balance of \$209,656.89.

202. This principal balance is consistent with that described on page 5 of 25, dated July 1, 2009.

203. Plaintiff submits the last regular payment made by the Defendant was made on 9/15/2010 in the amount of \$1,978.73. 340/22-23. See, also, transaction 87 on Exhibit 16.

204. On page 12 of 25 the 88th transaction is described as “3rd Party Recov Fees Pmt.” On page 14 of 25, the 88th transaction shows a transaction amount of \$0.50 (October 27, 2010).

205. Plaintiff does not offer any testimony to explain this aberrant transaction. The Court traces this transaction across pages 10, 12, 14, 16, 18, 20, 22, and 24. The \$0.50 derives from a BatchID 5256. Notably, the PayeeID column for CounterHistory transaction 88 is blank.

206. Similar transactions are found through-out these pages, however, corresponding disbursements of \$0.50 are observed. Plaintiff gave no explanation for these entries, described as, “3rd Party Recov Fees Pmt.” This calls into question the credibility of Exhibit 16, as well.

207. Exhibit 16, page 14 of 25 shows regular payments entries of \$1,978.73 HistoryCounter transactions #87, #75, #69, #61, and regular payments of \$2,134.48 #56 and #46.

208. At transaction #56 and #46, the interest rate is reported as .1175000.

209. The date of #56 is August 1, 2008.

210. According to the Terms of the Note, August 1, 2008, is an interest rate change date.

211. The Plaintiff did not produce sufficient evidence to offer any evidence of the LIBOR rate for June 17, 2008 (the 45th day prior to the change date).

212. The most recent transaction, the 88th, dated October 27, 2010, shows the outstanding principal balance as \$208,818.11.

213. Plaintiff, however, fails to explain the following transactions, described as “unapplied payments” of History Counter transactions # 85 of \$688.93, #84 of \$1,000.00, #80 of \$688.93, #79 of \$1,000.00, #73 of \$1,000.00, #72 of \$688.93, #67 of 688.93 #66 of \$1,000.00, #59 of \$1,000.00, #58 of \$688.93 #54 of \$1000.00 #53 of \$1000.00, #48 of \$700.00, and #44 \$680.00 all of which are shown on pages 10, 12, and 14. Plaintiff’s failure to explain these unapplied funds leaves the Court to find these transactions lack credibility and raise a question whether the Plaintiff has in fact properly accounted for all payments made by the Defendant.

214. Plaintiff did not produce sufficient evidence to explain similar transactions shown on pages 11, 13, 15, 17, 19, and 21 of 25 as described in the immediately preceding paragraph History Counter transactions # 40 through 1.

Court’s Analysis of Exhibit 17

215. Exhibit 17 is entitled “Shellpoint Mortgage Servicing Loan History Summary.”

216. Exhibit 17 has 9 pages. Plaintiff presented this exhibit the same as Exhibit 16 with copies of the produced information on the front and back of each page. The presentation is cumbersome.

217. Similar to Exhibit 16, twelve columns of data are described across the top of the page (under the title of which is designated Loan ID 0578125938, Borrower, Jamie Singleton).

218. The twelve columns are:

Trans Date Eff Date	Due Date	Trans Desc	Rev Code Flag	Principal Amount Balance	Escrow Amount Balance	Late Charge Amount	Balance	Unappl. Balance	Money Type
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219. The Transaction Dates on Exhibit 17 cover the period of March 15, 2018, back to February 6, 2015.

220. This leaves a gap in time between the recorded payment history from Exhibit 16 ending on October 27, 2010, to the beginning of the recorded payment history of February 6, 2015 on Exhibit 17.

221. 4.28 years of the recorded payment history is not produced in the trial before this Court.

222. Plaintiff did not produce sufficient evidence of names of servicers during this period.

223. The failure to produce all the recorded payment history raises the Court's suspicion as to the trustworthiness of the business records admitted under the exceptions to the rule against hearsay.

224. The "Transaction Desc" column of Exhibit 17 has descriptions that include "Prop Inspection," "Inv Loan Purchase," "Investor Loan Sale," "Attorney Cost Dish," "Filing Cost Disb," "County Tax Bill 1," "Certified Mail Cost Disb," "BPO Disb," and "Late Charge Assess."

225. The purported ending principal balance of the Note on Exhibit 16 and the purported beginning principal balance of the Note on Exhibit 17 do not match. 157/3-8.

226. The loan identification number on Exhibit 17 does not match the loan identification number on Exhibit 16. Plaintiff produced no explanation for this difference.

227. A troubling occurrence is documented on page 8 of Exhibit 17. The Plaintiff's predecessor applied \$19,330.30 to the loan August 8, 2016. Ten transactions are described as "Regular Payments" of \$1,933.03 of which the Plaintiff Plaintiff's predecessor paid itself \$18,118.96 interest and applied \$1,211.34 to Principal. 158/7 & 360/1-361/3 [Court's calculation].

228. Mr. Amaya incredulously states "some kind of an insurance incident, and something around \$19,000.00 were paid out to the borrower." 159/16-18

229. Mr. Amaya testified, "if I'm not mistaken, I believe during the case, they had asked for the monies to be applied towards the loan." 159/19-21 Mr. Amaya does not describe to whom the pronoun "they" refers. The Plaintiff produced no corroborating evidence to this statement. The Court finds the statement lacks credibility.

230. Mr. Amaya contradicts himself on cross examination by the Defendant stating, "never sai- -- as I said, I found the money from the insurance, so at this point, I do not know where those \$19,000 came from." 361/10-12.

231. To further contradict the application of the ten payments, its source, and method applied to the loan, Mr. Amaya states, “the SLS payment history shows that we still have \$19,000 in the bucket.” 362/19-21.

232. Mr. Amaya further contradicts his direct testimony on cross examination as to the application of the \$19,330.30 stating “incorrect” that “So, that insurance money was applied, most of it, towards interest and a little bit to principal, correct?” 363/5-7

233. Plaintiff, nonetheless, according to Mr. Amaya: “I have determined that the unapplied funds that are in the insurance bucket are still there.” 363/21-23

234. The Plaintiff lacks credibility concerning the receipt and application of the insurance proceeds.

235. A Plaintiff’s predecessor through its servicer, Shellpoint, pocketed the insurance proceeds due to Defendant to cover the repair costs from his kitchen fire. See paragraph 24.

236. Then the Plaintiff’s servicer with disdainful pride and without the slightest justification or explanation, out of the proverbial “thin air,” puts \$19,000 back in a bucket! And, when asked why by this Court? Mr. Amaya states:

A: We did, it's -- it -- it doesn't -- I don't
know why we did it, but it's to the borrower's
benefit. It's \$19,000 less.359/3-5

237. The SLS accounting for this issue is incredulous. It is arbitrary. It is unconscionable. Moreover, the Court finds Plaintiff is hiding behind its servicer’s accounting, which is doubly troublesome. Mr. Amaya cannot explain this. So, his superiors have him testify. It’s atrocious attempt to correct Shellpoint’s equally appalling act multiplies the unreliability of the Shellpoint records and the significantly undermine the credibility of the SLS records. See, below.

The Court’s Analysis of the Loan Servicing by Statebridge, Exhibit 18

238. Exhibit 18 is a payment history from the servicer, “Statebridge,” a loan servicer that the Plaintiff states serviced the loan immediately prior to the Plaintiff’s servicer, SLS.

239. Exhibit 18 consists of 120 pages. Like Exhibits 16 and 17, the payment history is printed on the front and back of each page. It is not Bate-stamped but rather numbered in-hand 1 through 120. This presentation is cumbersome, too.

240. Exhibit 18 does not identify the name of the servicer. Exhibit 18 does identify a loan number 0000043608. This number does not appear elsewhere in the plaintiff's exhibits or any other identifying information on any page.

241. By placing page 1 and page 3 alongside each other the Court can see Exhibit 18 has 21 columns of information.

242. The loan identification number on Exhibit 18 does not match the loan identification number on Exhibits 16 and 17. Plaintiff produced no explanation for this difference.

243. Similar to Exhibits 16 and 17, Columns of data are described across the top of the page 1 and page 3.

244. The Columns on Page 1 are:

Loan Id	History counter	Effective date	Transaction date	Transaction Description	Fee Description	Reversal Code	Reversal Flag	Transaction amount	Money Type
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And, the Columns on Page 3 are:

Principal Balance	End Principal Balance	Interest Amount	Escrow Amt	End Escrow Bal	Late Charge Amt	End LC ACCR Bal	Assistance Amt	Check Number	Payee	Batch ID
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245. The payment history begins on April 6, 2018. 171/23. On that date,
- The beginning principal balance was \$207,389.70 172/1
 - The last transaction from the Shellpoint records is March 15, 2018.
 - The ending principal balance on the Shellpoint history is \$207,389.66. 174/15
 - The difference of \$0.04 is not explained.
 - The Escrow balance on April 6, 2018, is -\$4,956.36. 173/3
 - The late charge balance on April 6, 2018, is \$5,439.78. 173/10
 - The ending escrow balance is \$27,821.70. 175/4
 - The late charge balance at the end of the period November 2022 is \$5,704.78. 175/16

246. Under the column entitled “Transaction Description,” the descriptives are:
- a. “3rd Party Recover Fees Assess,”
 - b. “Legal Fees Disb,”
 - c. “Tax Bill 1 Disb,”
 - d. “Other Fees Disb,”
 - e. “Insurance Premium Disb,”
 - f. “Late Charge.”
247. The plaintiff fails to produce sufficient evidence explaining items a., b., d., e. and f.
248. Plaintiff provides no evidence of necessity for these 5 items.
249. Further, Plaintiff fails to provide any evidence of the reasonableness of these items.
250. The Column entitled, “Fee Description,” includes the following descriptives:
- a. “Imaging,”
 - b. “Inspections,”
 - c. “Vendor Management,”
 - d. “FC Attorney Fee,”
 - e. “Lien Cost/Recording,”
 - f. “Miscellaneous (Inv),”
 - g. “Litigated,”
 - h. “BPO,”
 - i. “Postage Costs,”
 - j. “Winterization,”
 - k. “Tax search,”
 - l. “Overnight,”
 - m. “Travel Expense,”
 - n. “Mediation/Trial.”
251. On direct examination Mr. Amaya gave no explanation of these various transactions or their corresponding fee descriptions.

- a. On cross examination Mr. Amaya explained that on page 69, the entry “Third Party Recover Fees Assess” meant attorneys’ fees. 367/15-16
- b. On page 109, the Mr. Amaya cannot explain the transaction description, Travel Expenses of \$1,147.16. 368/17-21; 370/14-16; 372/6
- c. Mr. Amaya testified that Clear Capital Com, Inc., was paid \$100.00 for a BPO.
- d. Mr. Amaya testified that Safeguard Properties Management, LLC was paid an inspection fee of \$15.00 but he offers no evidence of its necessity or it’s reasonableness.
- e. Mr. Amaya testified that Security Connections, Inc., was paid an imaging fee of \$1.99 but he offers no evidence of its necessity or it’s reasonableness.
- f. Mr. Amaya testified that Cyprexx, LLC, was paid an inspection fee of \$15.00 but he offers no evidence of its necessity or it’s reasonableness.
- g. Mr. Amaya testified that SLK Global Solutions America was paid a tax search fee of \$0.80 but he offers no evidence of its necessity or it’s reasonableness.
- h. Mr. Amaya testified that Lereta LLC was paid a tax search fee of \$0.95 but he offers no evidence of its necessity or its reasonableness.

252. But Plaintiff offers no evidence of the necessity or the reasonableness of these transaction. Hence, Plaintiff fails to provide sufficient evidence that any of these expenses are recoverable from the Defendant under any provision of the Note or the Mortgage.

An Analysis of Exhibit 19

253. Exhibit 19 is SLS’s “Payment History All Details.” It appears in the form of a spreadsheet.

254. This Exhibit covers the time of December the 9th, 2022, to May 5th, 2023.

255. The Columns on this one page document are:

A	B	C	D	E	F	G
Account Number	Transaction Date	Effective Date	Principal Amt	Interest Amt	Escrow Amt	Late Charge Amt
H	I	J	K	L	M	N

Unapplied Funds Amt	Uncollected Or Shortage Amt	Transaction Amt	Transaction Type	Balance Principle	Balance Escrow	Paid Through Date
O	P	Q	R			
Transaction Code	Transaction Desc	User ID	Trans Batch #			

The rows have been lettered by the Court for ease in referencing. The Exhibit has only 15 rows. The first row shows the column designations. The row numbers are added by the Court, too, for ease in referencing.

256. Exhibit 19 shows:

- a. a principal balance due of \$207,389.66. 181/25 Column L/row 12
- b. an unapplied funds amount of \$19,183.89 Column H, Row 12
- c. the code SR. Column K, Row 12
- d. \$19,183.89 Column J, Row 13 shows.
- e. the code UFL Column K, Row 13
- f. (\$25,881.94) Column J, Row 14
- g. the code SRO Column K, Row 14
- h. \$1,939.75 Column J, Row 15 shows
- i. The code UFU. Column K, Row 15

257. The code SR stands for “Senior Review.” 353/4

258. UFL stands for “unapplied funds” title in the L bucket for unapplied funds” 255/16-17

259. The L bucket is not explained.

260. The code SRO stands for “Senior in cashing,” at the loan “start up.” 354/2-5 and 354/10

261. The code UFU stands for “unapplied –basically incomplete.” 353/22

262. The Plaintiff fails to explain with sufficient clarity the transactions described in paragraphs 256-261. As Mr. Amaya testified, “so it just shows me that those two transactions were created by someone that was reviewing the unapplied funds in the bucket. They pulled it out and had to pull it back in.” 359/5-9

263. Mr. Amaya then admits, “With all honesty, Your Honor, as far as I can tell, the \$19,000 were credited --- . . . --- I do not know where they came from. I'm showing that we still have those \$19,000 in unapplied.” 358/3-8

264. Hence, Plaintiff is able to manipulate the accounting.

265. The senior review, senior cashiering, unapplied funds (incomplete) accounting entries show the invention of \$19,183.89 and \$1,939.75 are arbitrary, capricious and unconscionable conduct by the Plaintiff¹⁴.

266. This evidence lacks credibility.

Analysis of Exhibit 20

267. This exhibit was admitted with the exception that the initial letters in the title were redacted.

268. Exhibit 20 is entitled, “XXXXXX [redacted] Good Through 6/12/2023” is 2 pages. Plaintiff produced Exhibit 20 to “show[s] a payoff and standard breakdown by category of the total amounts by their categories.” 187/8-10 Exhibit 17

269. The Loan Number for Exhibit 20 is 1031270127 and is consistent with Exhibit 19.

270. This number is inconsistent with the loan numbers reported on Exhibits 16, 17, and 18.

271. Exhibit 20 shows what Plaintiff claims as the amounts due on the Note secured by the Mortgage through June 12, 2023:

a. Unpaid Principal	\$207,389.66
b. Interest 12/1/2009 to 6/12/2023	\$293,228.37
c. Escrow Advanced	\$27,821.69
d. Late Charges	\$5,704.78
e. Property Inspection	\$565.00
f. Other Fees & Cost	\$17,112.27
g. Attorney Fees & Cost	\$32,403.50
h. Suspense	-\$1,939.75

272. Plaintiff claims the total due through June 12, 2023, is \$582,285.52. 187/23

¹⁴ An analysis of the handling of the insurance proceeds is found below.

273. Mr. Amaya testified that the “Other Fees & Cost” are “broker price opinions.”
377/3

274. Plaintiff fails to establish the necessity for the items d., e., f., g., and h.

275. Plaintiff fails to establish the reasonableness of the items d., e., f., g., and h.

276. Exhibit 20, moreover, does not account for the unapplied funds of \$19,183.89 as shown on Exhibit 19. Cf., 358/3-8

An Analysis of Exhibit 21

277. Exhibit 21 is Plaintiff’s “breakdown of the escrow advances.” 192/7

278. Plaintiff claims that it has expended \$27,821.69 for county tax and homeowner insurance on behalf of the Defendant.

a. Prior Servicer Taxes advanced are \$4,956.36. 194/2-25

i. County taxes \$2,657.29 from a prior servicer

ii. County tax bill of \$2,299.07, posted 11/27/17. 196/4-6

iii. Plaintiff’s Tax advances are \$13,103.36 (Court calculated) Exhibit 21

iv. Total Tax Advanced are \$18,059.72.

b. Homeowner insurance from 2019 through 2022 of \$9,761.67. 195/4-10

279. Plaintiff produced no documentary evidence that it had notified the Defendant that it was placing insurance on the property. 380/2

280. Mr. Amaya testified he did not know that the Defendant had been paying homeowners insurance on the property since 2006. 378/24

281. The claim of homeowner insurance advances fails for Plaintiff’s lack of sufficient evidence insurance premiums paid were necessary.

282. Plaintiff did not produce sufficient evidence of the reasonableness of the premiums paid by it.

283. Moreover, Mr. Singleton paid insurance premiums on his property since 2010.
560/14

284. The Plaintiff fails to persuade this Court that the homeowner insurance premiums are due from the defendant.

No Acceleration Letter

285. The Plaintiff did not produce sufficient evidence when the loan initially went into default for non-payment.

Late Charges

286. Exhibit 27, a Notice of Denial of Foreclosure Intervention was filed in this Case on December 19, 2011.

287. The Complaint alleges a default in payment as of March 1, 2009.

288. Notwithstanding, Plaintiff did not produce sufficient evidence to establish the exact date the Defendant defaulted on the Note. 334/14-15.

289. With the denial of foreclosure intervention, the Plaintiff's predecessor would only accept the payment of the full amount of the Note due secured by the Mortgage.

290. Nonetheless, Plaintiff continued to accrue late charges.

291. Plaintiff produces some evidence of what each monthly principal and interest payment was.

292. But the Plaintiff fails to produce sufficient evidence to persuade this court of what each monthly payment of principal and interest due was because it did not produce sufficient evidence of the LIBOR index rate upon which the interest rate is determined.

293. Hence, Plaintiff did not produce sufficient evidence to persuade the Court that the late charges have been properly calculated.

294. Hence, this Court finds the late charges are denied.

Analysis of Exhibit 25

295. Exhibit 25 is an imaged document from a prior servicer. The servicer is not identified. The court admitted it under the business records exception to hearsay, however, the Court gives it no credibility. It is not an original document of SLS. The document refers to account 339522797. It is dated June 30, 2009. This account number is not consistent with any other account or loan number produced into evidence by the Plaintiff. Exhibit 25 is not reliable.

296. Exhibits 31, 32, 33, 34, 35, 36, 37, 38, and 40 were entered into evidence. They relate to Defendant's Bankruptcy initiated in February 2009. Since each of these documents predate the filing of the case, the Court gives these exhibits little weight. Moreover, the Court

gives little weight to Mr. Singleton's testimony concerning these 9 exhibits. This evidence was entered apparently to produce evidence of Defendant's non-compliance with agreements made during a personal bankruptcy case. Weighed against the utter failure of the Plaintiff to demonstrate sufficient evidence to persuade this Court on every amount claimed except the principal balance, the Defendant's conduct does demonstrate he made efforts to get the loan in a performing condition but the Plaintiff's predecessor at this time did not exercise good faith and fair dealing with the Defendant. 546/15-555/23

297. Moreover, to the extent that Plaintiff introduction of Exhibits 31, 32, 33, 34, 35, 36, 37, 38, and 40 were attempts by the Plaintiff to impeach the credibility of the Defendant, such evidence is impermissible since the Defendant is Plaintiff's witness.

298. Plaintiff offered Exhibit 22, public records of Dorchester County. This Court published into the record Exhibit 22, as follows, "real estate inquiries from the Delinquent Tax Collector for Dorchester County, The Honorable Sidney B. Jones, III, of taxes due on the property at 5505 Rowsham Place, North Charleston, South Carolina 29418. The TMS Number for the property is 181-10-06-037 [sic]. Levy Year 2015, levy year 2016, levy year 2017, levy year 2018, levy year 2019, levy year 2020, levy year 2021, levy year 2022, and a separate document entitled Tax Activity Screen has a date of June 12th, 2023. Time 9:23:22. This is a receipt, having a number R20170006033500." 204 17-205/3.

299. Mr. Amaya testified the tax amounts on Exhibit 22 matched the payment shown on Exhibit 21. 206/1-208/5

300. Exhibit 23, consisting of 4 pages, is a summary of Plaintiff's advances related to the property. These include other fees, property inspection fees, attorneys' fees and costs. 209/22-23

301. The Exhibit 23 advances total \$17,112.27. 210/1

302. Mr. Amaya admitted that one charge on Exhibit 23 is \$10.00 coded as a BPO. 383/6-7

303. The Plaintiff provided no sufficient evidence to support payment of \$85.00 to \$100.00 for broker price opinions.

304. The Plaintiff only explanation for the difference in Legal Attorney Fees and FC Attorney Cost is “it’s the coding.” 384/4

305. These explanations do not meet the Plaintiff’s burden of production much less its burden of persuasion.

The Court’s Scrutiny Of The Insurance Proceeds

301. The Plaintiff’s and Plaintiff’s prior holders’, including servicers receipt and application of the insurance proceeds, especially the failure to pay these sums to the Defendant in order to repair his house after a fire, demonstrate an utter failure to follow the implied covenants of good faith and fair dealing.

302. In terms of equity, the Plaintiff comes into this Court with unclean hands.

303. The Court has found the Plaintiff holds only the Note and cannot possess the Mortgage, since it is held by the bankruptcy estate of People’s Choice Home Loans, Inc. Then alternatively, the Court finds that since

- a) The Defendant returned the insurance proceeds check to his then servicer,
- b) the possession of the insurance proceeds were then held by a predecessor servicer that subsequently transferred to the Plaintiff;
- c) Plaintiff through its servicer received all rights of its predecessors through the purported mortgage assignments; and
- d) Plaintiff admits it processes of \$19,183.89 “in the insurance bucket”
- e) Then Plaintiff’s possession of the \$19,183.89 is the Defendant’s insurance proceeds for which these proceeds are
 - i. a benefit conferred by the Defendant upon the Plaintiff;
 - ii. a realization of that benefit by the Plaintiff; and
 - iii. retention of the benefit by the Plaintiff under circumstances set forth above (Mr. Amaya says it’s to the Plaintiff’s benefit) that make Plaintiff’s retention inequitable for it to retain the insurance proceeds without paying its value to the Defendant.

304. In short, Plaintiff retention of the insurance proceeds is an unjust enrichment of the Plaintiff.

305. Moreover, this Court must scrutinize the conduct of the Plaintiff with the utmost care, to ascertain it has done everything which ought to have been done to secure the action requested, i.e., collection of a Note that Plaintiff purports it possesses a validly enforceable mortgage lien. This maxim in equity has at times guided courts in equity to relieve a party from the consequences of accident, mistake, and fraud.

306. This Court scrutinizes the insurance proceeds conduct, as follows:

- a. Defendant acted in good faith. He cooperated (dealt fairly) with the then Note Holder and Servicer to settle the claim.
- b. The Defendant and his wife endorsed the insurance proceeds check payable to him and the servicer and immediately turned it over to the Plaintiff's predecessor servicer with the expectation that the proceeds would be returned to him for the repair of his damaged kitchen (Defendant's conduct shows a continuum of good faith and fair dealing).
- c. Defendant's hands are clean!
- d. The then Note holder's servicer retained the proceeds. The Court infers this conduct was a tactic to gain as much leverage over the Defendant it could at the time. The inference this Court finds is the then servicer was using unfair leverage to make demands of payment on the Note or modification of the Note with incorrect calculations as the Defendant discovered, to which the servicer gave the proverbial "shrug of the shoulders" and mistakenly retained the insurance proceeds, albeit an undeniably egregious mistake (violating the implied covenant of good faith and fair dealing owed the homeowner).
- e. The Note Holder and its servicer had unclean hands!
- f. Thereafter a Note Holder endorsed the Note to another, whose servicer was Shellpoint¹⁵.
- g. Shellpoint doubled down, and mistakenly applied the insurance proceeds to the loan in ten separate payments to maximize the Note holder's return and minimize the Defendant's benefit from the insurance proceeds, which was unreasonable,

¹⁵ Shellpoint serviced the loan at different times. 241/21

and arbitrary, and by any measure of civil conduct, conduct that exposes the failure of the servicer to act in good faith and deal with fairness.

- h. The multiplier of this arbitrary conduct evolves from Plaintiff's mistaken manipulation of the accounting.
- i. In summary, the original retention of the insurance proceeds violated the implied covenant of good faith and fair dealing, with this conduct alone the Court must relieve the Defendant of the plaintiff's predecessor's aberrant and misguided exertion of leverage – a strong arm tactic - between powerful, commercial entities, the Note holder and its servicer, and a powerless residential homeowner consumer, whose only ability to equalize the lop-sided relationship is through protracted litigation.
- f) The misguided application of the insurance proceeds to the loan in “regular payments” giving the then holder \$18,118.96 interest and applying \$1,211.34 to Principal — doubled down against the Defendant. Hence, this servicer's egregious mistake continues the breach of the implied covenant of good faith and fair dealing.
- g) Finally, the Plaintiff's manipulation of the accounting shown in the payment history of the current servicer of the Note Holder, SLS, simply goes to show that when closely scrutinized the conduct of the Plaintiff and its predecessors is a continuum of mistaken, arbitrary conduct that calls out for justice in equity by awarding the Defendant the these long over-due insurance proceeds. Hence, the Plaintiff must return the insurance proceeds of \$19,183.89 to the Defendant.

The Unexplained Suspense account of \$1,939.75

307. In Paragraph 258(h) & 261 above the Court found that an accounting entry of \$1,939.75 was arbitrary. In paragraph 262 above Plaintiff admits this amount is a credit owing the Defendant. These sums, too, shall be awarded to the Defendant bottomed on findings as stated above. Hence, these findings justify the Court's application of the two maxims of equity described in **The Court's Scrutiny Of The Insurance Proceeds** above.

Summary of the Facts

308. Plaintiff did not produce sufficient evidence of the loan servicing history because it did not produce the entire servicing history of the Note and Mortgage.

309. The failure to produce sufficient evidence of the full servicing history demonstrates Plaintiff's lack of credibility.

310. The confusing documentary presentation of the payment histories demonstrate Plaintiff's lack of credibility.

311. The Plaintiff did not produce sufficient evidence establishing necessity and reasonableness of expenditures, except tax payments. This too demonstrates Plaintiff's lack of credibility.

312. Multiple inconsistencies in the demonstrative evidence produced demonstrates Plaintiff's lack of credibility.

313. The Plaintiff's and Plaintiff's prior holders' failure to pay the insurance proceeds over to the Defendant to rehabilitate the property following the Defendant's Father's Day 2012 kitchen fire demonstrates arbitrary, unreasonable, and unconscionable conduct. Hence, this documented conduct supports finding Plaintiff's and Plaintiff's prior holders lack of credibility.

314. Defendant admits he received notices when he was delinquent in paying the amount due under the Note. Defendant does not identify what notices he received. 506/25

315. On August 5, 2020, this Court entered a scheduling order by which it ordered the parties to provide this Court with the original lender's (People's Choice Home Loan, Inc.) Bankruptcy Schedules within 60 days. The Original Lender's bankruptcy schedules have never been provided to this Court.

316. The Plaintiff holds Defendant's Note.

317. The Plaintiff is not a holder in due course.

318. The Plaintiff failed to prove the amount of interest due according to the terms of the Note.

319. Plaintiff produced no sufficient evidence of the contractual relationships between the original Lender and any subsequent holder of the Note.

320. The Plaintiff produced no sufficient evidence that it, or the various predecessor holders of the Note, held the Note, the Mortgage, or any instrument in segregated accounts. See finding above regarding what a servicer does. The Plaintiff did not produce sufficient evidence to persuade this Court that the Plaintiff holds these funds in segregated accounts.

321. Plaintiff fails to produce any evidence it is a participant in the national secondary mortgage market.

322. Plaintiff fails to produce any evidence the Note possesses any protections afforded by law as those laws relate to Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, and Federal National Mortgage Association.

323. The Current principal balance on the Note is \$207,389.66.

324. The Plaintiff made payments for ad valorem property taxes of \$18,059.72 on the mistaken belief it had an enforceable mortgage lien on the Defendant's real property.

325. Moreover, Defendant has been unjustly enriched by Plaintiff's payment of Defendant's ad valorem taxes.

326. The Mortgage remains an assets of the People's Choice Home Loan, Inc.'s bankruptcy estate¹⁶.

327. Plaintiff does not know what consideration was paid for the transfers of the Note or Mortgage. 331/20; Cf., Order, dated August 5, 2020.

328. The Plaintiff's and Plaintiff's prior holders', including servicers, receipt and application of the insurance proceeds, especially the failure to pay these sums to the Defendant in order to repair his house after a fire, demonstrate an utter failure to follow the implied covenants of good faith and fair dealing.

329. The Plaintiff's lack of credibility justifies a finding that the Plaintiff comes into this Court with unclean hands.

330. Moreover, the Plaintiff's lack of credibility on many issues evolves into a finding that the Plaintiff comes into this Court without sufficient evidence for this Court to do equity on its equitable claim for foreclosure of a mortgage.

331. Plaintiff is not entitled to recover attorney's fees on the foreclosure action.

¹⁶ See, this Court's order entered March 28, 2023.

332. The Note does not provide for payment of attorney's fees in the event the collection of the Note is placed in the hands of an attorney for collection. Hence, the Plaintiff has no right to the collection of attorneys' fees on the Note.

333. Judgment should be given in favor of the Plaintiff in the amount of \$225,449.38.

334. Plaintiff must return to the Defendant \$21,123.64 it holds on behalf of the Defendant.

335. The \$21,123.64 held by the Plaintiff may be off-set by the judgment due the Plaintiff.

336. All the foregoing Findings of Fact may be construed as Conclusions of Law. All the following Conclusions of Law may be construed as Findings of Fact.

Conclusions of Law

- I. This Court has jurisdiction over this matter. (An action for foreclosure adjudicates and cuts off the mortgagor's interest in real property. It is a proceeding *in personam* as well as *in rem*). Perpetual Building & Loan Association v. Braun, 270 S.C. 338, 242 S.E.2d 407 (1978); Anderson v. Pilgram, 30 S.C. 499, 9 S.E. 587 (1889). Bartles v. Livingston, 282 S.C. 448, 454, 319 S.E.2d 707, 711 (Ct. App. 1984))
- II. Plaintiff has the burden of production and the burden of persuasion. (Generally, there are two types of burdens: burden of production and burden of persuasion. Burden of production refers to a party's responsibility to introduce sufficient evidence on a contested issue to have that issue decided by the fact-finder, rather than decided against the party in a preemptory decision such as directed verdict. Pike v. S.C. Dep't of Transp., 343 S.C. 224, 231, 540 S.E.2d 87, 91 (2000). Burden of persuasion is concerned with a party's obligation to sway the fact-finder to view the facts in a way that favors that party. *Id.*, Smith v. Barr, 375 S.C. 157, 161, 650 S.E.2d 486, 489, 2007 WL 2178433 (Ct. App. 2007). In civil cases, the burden of persuasion rests with the plaintiff to prove his or her case, usually, by a preponderance of the evidence. Smith v. Barr, 375 S.C. 157, 161, 650 S.E.2d 486, 489, 2007 WL 2178433 (Ct. App. 2007))
- III. Plaintiff is a holder of a Note and is entitled to enforce it. "Person entitled to enforce" an instrument means "(i) the holder of the instrument." [S.C. Code Ann. § 36-3-301](#)
- IV. A note is a written instrument, and in computing the amount due thereon in principal and interest the computation must be made in accordance with the terms of said note. Citing Tate v. Lenhardt, 110 S. C. 569, 96 S. E. 720. [Rhodus v. Goins, 129 S.C. 40, 123 S.E. 645, 645 \(1924\)](#)
- V. A mortgage foreclosure is an action in equity." Hayne Fed. Credit Union v. Bailey, 327 S.C. 242, 248, 489 S.E.2d 472, 475 (1997)

- VI. Where the Plaintiff fails to produce sufficient evidence that the assignment of the Note preceded the bankruptcy of the original lender, as holder of the Note, the Plaintiff has not met its burden of production. The assignment of a note secured by a mortgage carries with it an assignment of the mortgage, but the assignment of the mortgage alone does not carry with it an assignment of the note. [Bank of America, N.A. v. Draper \(S.C.App. 2013\) 405 S.C. 214, 746 S.E.2d 478.](#)
- VII. Even if the Plaintiff's Exhibit 7.1 were considered sufficient evidence that the Note was held by an entity other than the original lender before it filed bankruptcy, because Exhibit 7.1 is an endorsement in blank, albeit undated and without any proof of it being transferred to another, Plaintiff's failure to produce all of the business records setting out who held the Note and the payment histories of all of the holders' and their respective servicers' of the Note, fails to persuade this Court that the endorsement in blank of the Note secured by the Mortgage carried with it the assignment of the Mortgage. *Id.*
- VIII. "Arbitrary conduct is readily definable and includes acts which are unreasonable, capricious or nonrational; not done according to reason or judgment; depending on will alone. *Black's Law Dictionary.*" Taylor v. Nix, 307 S.C. 551, 555, 416 S.E.2d 619, 621, 1992 WL 71149 (1992)
- IX. The doctrine of unclean hands "precludes a plaintiff from recovering in equity if he acted unfairly in a matter that is the subject of the litigation to the prejudice of the defendant." *Ingram v. Kasey's Assocs.*, 340 S.C. 98, 107 n. 2, 531 S.E.2d 287, 292 n. 2, (2000) (emphasis added) Aaron v. Mahl, 381 S.C. 585, 594, 674 S.E.2d 482, 487, 2009 WL 499356 (2009)
- X. A court of equity should scrutinize the conduct of the plaintiff with the utmost care, to ascertain he has done everything which ought to have been done to secure the action requested. *Corbus v. Alaska Treadwell Gold Mining Co.*, 187 U.S. 455, 465, 23 S.Ct. 157, 47 L.Ed. 256 (1903). This maxim has at times guided a court to relieve a party from the consequences of accident, mistake, and fraud. *Camp v. Boyd*, 229 U.S. 530, 559, 33 S.Ct. 785, 57 L.Ed. 1317 (1913). "The rule that equity considers as done that which should be done cannot be invoked to create a right contrary to the agreement of the parties." *Good v. Jarrard*, 93 S.C. 229, 239, 76 S.E. 698, 702 (1912). [Regions Bank v. Wingard Properties, Inc., 394 S.C. 241, 254, 715 S.E.2d 348, 355, 2011 WL 2535549 \(Ct. App. 2011\)](#)
- XI. The finding of fact that Defendant shall reimburse Plaintiff for advances of the ad valorem taxes exemplifies the maxim in equity that this Court should relieve Plaintiff from the consequences of its mistaken belief that it had a valid mortgage lien when in fact the mortgage lien remained in the bankruptcy estate of the original lender. Moreover, since the Plaintiff does not possess or hold the Mortgage, the rule that equity considers as done that which should be done cannot be invoked to create a right contrary to the agreement of the parties is not applicable because the Note alone does not provide contractual mechanisms authorizing advancements for ad valorem taxes. Court's emphasis.

- XII. The finding of fact that Defendant shall reimburse Plaintiff for advances of the ad valorem taxes also follows from the doctrine of unjust enrichment. “Unjust enrichment is an equitable doctrine, which permits recovery of the amount that the defendant has been unjustly enriched at the expense of the plaintiff.” *Regions Bank*, 394 S.C. at 256–57, 715 S.E.2d at 356. One seeking to recover for unjust enrichment must show: “(1) a benefit conferred by the plaintiff upon the defendant; (2) realization of that benefit by the defendant; and (3) retention of the benefit by the defendant under circumstances that make it inequitable for him to retain it without paying its value.” 477 *Myrtle Beach Hosp., Inc. v. City of Myrtle Beach*, 341 S.C. 1, 8–9, 532 S.E.2d 868, 872 (2000). *Chase Home Fin., LLC v. Risher*, 405 S.C. 202, 212, 746 S.E.2d 471, 476–77, 2013 WL 3929965 (Ct. App. 2013)
- XIII. Hence, the Plaintiff must pay to the Defendant \$19,183.89 it holds on behalf of the Defendant to avoid the unjust enrichment of the Plaintiff and to correct the tripart mistake explained under the section of this order entitled, **The Court’s Scrutiny Of The Insurance Proceeds.**
- XIV. Likewise, as explained in the section of this Order entitled, **The Unexplained Suspense account of \$1,939.75**, the court concludes these sums, too, shall be awarded to the Defendant bottomed upon findings as stated in **The Court’s Scrutiny Of The Insurance Proceeds** section of the findings. These findings justify the Court’s application of the two maxims of equity described in the insurance proceeds analysis. The maxims of equity require the Plaintiff to deliver over to the Defendant this suspense account item to avoid an unjust enrichment to the Plaintiff and to pay to the Defendant what is an unexplained sum of money held for the credit of the Defendant, thus inferring some mistake in the accounting exists that must be corrected and avoid an unjust enrichment.
- XV. It is well known that equity follows the law. *C & S Nat’l Bank v. Modern Homes Constr. Co.*, 248 S.C. 130, 133, 149 S.E.2d 326, 327 (1966).
- XVI. This Court has the authority to determine the facts of this case. ([The fact finder] will have to pass upon the conflicting evidence and the inferences growing thereout. *Calder v. Com. Cas. Ins. Co.*, 182 S.C. 240, 188 S.E. 864, 866 (1936) In a bench trial, the judge, as the finder of fact, may believe all, some, or none of the testimony, even when it is not contradicted. Cf. *Ross v. Paddy*, 340 S.C. 428, 434, 532 S.E.2d 612, 615 (Ct. App. 2000) *Lollis v. Dutton*, 421 S.C. 467, 483, 807 S.E.2d 723, 731, 2017 WL 4942848 (Ct. App. 2017)).
- XVII. The business records of the Plaintiff were admissible hearsay. “Hearsay is an out-of-court statement produced in court to prove the truth of the matter asserted. Rule 801(c), SCRE. Hearsay is inadmissible unless an exception or an exclusion applies. Rule 802, SCRE. One such exception is the business records exception, which states: “A memorandum, report, record, or data compilation, in any form, of acts, events, conditions, or diagnoses, made at or near the time by, or from information transmitted by, a person with knowledge, if kept in the course of a regularly conducted business activity, and if it was the regular practice of that

- business activity to make the memorandum, report, record, or data compilation, all as shown by the testimony of the custodian or other qualified witness....Rule 803(6), SCRE.” State v. Thompson, 420 S.C. 386, 396–97, 803 S.E.2d 44, 49, 2017 WL 2569863 (Ct. App. 2017).
- XVIII. “Hearsay is an out-of-court statement produced in court to prove the truth of the matter asserted.” *Jackson v. Speed*, 326 S.C. 289, 304, 486 S.E.2d 750, 758 (1997). Bojilov v. Bojilov, 425 S.C. 161, 178, 819 S.E.2d 791, 800, 2018 WL 4476247 (Ct. App. 2018).
- XIX. Nonetheless, the trustworthiness of business records is a question for this Court to decide. The mere production of a business record under as an exception to hearsay does not obviate an examination by this Court, as fact-finder, of their trustworthiness. The failure of the Plaintiff to produce all of the loan record history raises the suspicion of this Court sufficient to examine the trustworthiness of the business records submitted. Moreover, the credibility findings raise the suspicion of this Court sufficient for this Court to evaluate the trustworthiness of the Plaintiff’s business records. (The United States Court of Appeals for the Tenth Circuit has also considered the reliability of business records involving double hearsay. *See United States v. Ary*, 518 F.3d 775, 787 (10th Cir. 2008) (“The essential component of the business records exception is that each actor in the chain of information is under a business duty or compulsion to provide accurate information. If any person in the process is not acting in the regular course of business, then an essential link in the trustworthiness chain fails[.]” (internal quotations omitted)).*State v. Jordan*, No. 2014-002554, 2018 WL 1180563, at 4 (S.C. Ct. App. Mar. 7, 2018)) Here, the case involves at least 5 levels of hearsay, and undoubtedly more as the Plaintiff admitted it did not produce all of the servicing records of all of the holders of the Note, and their respective servicers.
- XX. The Plaintiff called the Defendant as a witness. Nonetheless any evidence he used to impeach him was improper. (While a party who calls [sic] his adversary as a witness makes him his witness to the same extent that he makes any other person whom he calls as a witness, still he is no more concluded by the testimony of his adversary than he would be by the testimony of any other witness whom he might call. But just as in the case of any other witness, having called him, he may not impeach him or contradict him; but he may prove the facts to be otherwise than as he testifies them to be. *State v. McKay*, 89 S. C. 234, 71 S. E. 858. *Benbow v. Harvin*, 92 S.C. 180, 75 S.E. 414, 417 (1912)).
- XXI. “[A] requisite for the admissibility of business records is that entries therein must have been made at or near the time of the transactions to which they relate. The purpose of this mandate is to aid in establishing that the record was honestly and fairly kept. 30 Am.Jur.2d Evidence § 938 (1967).” *S.C. Nat. Bank v. Jones*, 302 S.C. 154, 155, 394 S.E.2d 323, 324, 1990 WL 110321 (1990)
- XXII. Under Rule 401, SCRE (“‘Relevant evidence' means evidence having any tendency to make the existence of any fact that is of consequence to the determination of the action more probable or less probable than it would be without the evidence.”).

- XXIII. Under Rule 801(c), SCRE (“‘Hearsay’ is a statement, other than one made by the declarant while testifying at the trial or hearing, produced in evidence to prove the truth of the matter asserted.”); Rule 803(6), SCRE (“A memorandum, report, record, or data compilation, in any form, of acts, events, conditions, or diagnoses, made at or near the time by, or from information transmitted by, a person with knowledge, if kept in the course of a regularly conducted business activity, and if it was the regular practice of that business activity to make the memorandum, report, record, or data compilation, all as shown by the testimony of the custodian or other qualified witness, unless the source of information or the method or circumstances of preparation indicate lack of trustworthiness; provided, however, that subjective opinions and judgments found in business records are not admissible.” (first emphasis added)); *Stevens v. Allen*, 336 S.C. 439, 455, 520 S.E.2d 625, 633 (Ct. App. 1999), *aff’d*, 342 S.C. 47, 536 S.E.2d 663 (2000) (“[U]nder Rule 803(6), SCRE, a proper foundation must be laid for admittance of the evidence, and this includes a chain of custody.”); *Briggs v. State*, 421 S.C. 316, 323, 806 S.E.2d 713, 717 (2017) (“[I]mproper bolstering testimony is inadmissible.”); *id.* at 325, 806 S.E.2d at 718 (“[N]o witness may give an opinion as to whether [another witness] is telling the truth.”); *State v. Jennings*, 394 S.C. 473, 479, 716 S.E.2d 91, 94 (2011) (“When credibility is the ultimate issue in a case, improper corroboration evidence that is merely cumulative to other testimony is not harmless.”).
- XXIV. The Bankruptcy Code construes property broadly and specifically notes that the estate should include “all legal or equitable interests of the debtor in property as of the commencement of the case.” 11 U.S.C. § 541 (a)(1). “Such property interests include non-bankruptcy causes of action that arose out of events occurring prior to the filing of the bankruptcy petition.” *Wilson v. Dollar Gen. Corp.*, 717 F.3d 337, 342 (4th Cir. 2013). *Nolan v. Saxon Mortg., Inc.*, No. GJH-16-1163, 2017 WL 655399, at 3 (D. Md. Feb. 15, 2017)
- XXV. The Plaintiff is not protected by 11 U.S.C. § 541 (a)(1). See, [*In re Cambridge Mortg. Corp.*, 92 B.R. 145, 152, Bankr. L. Rep. P 72349, 1988 WL 117631 \(Bankr. D.S.C. 1988\)](#) (FHLMC has demonstrated that the 64 notes and mortgages are not “property” of the estate within the meaning of 11 U.S.C. § 541. FHLMC has also demonstrated that \$136,213.27 of the \$137,213.27 on deposit in Southern National Bank Account No. 791518707 constitutes principal, interest and escrow payments held by Cambridge in trust for FHLMC and, as such, the \$136,213.27 does not constitute “property” of the estate within the meaning of 11 U.S.C. § 541).
- XXVI. Plaintiff did not produce sufficient evidence of the Bankruptcy Schedule of Assets as ordered by this Court on August 5, 2020, and renewed in my Order dated February 8, 2022. See, also, “where a Plaintiff’s claims were not properly scheduled, any claims remain the property of the bankruptcy estate, even after the bankruptcy case has closed. Thus, Plaintiff lacks standing to pursue these claims. *Nicholas*, 173 F. Supp. 3d at 255 (“[t]he debtor lacks standing to bring an unscheduled, and thus never abandoned, pre-petition claim even if the

debtor was not aware of a legal basis for bringing that claim at the time the bankruptcy petition was filed.” (citing *Miller*, 287 B.R. at 51.)).⁸ Because Plaintiff lacks standing, the Court does not have subject-matter jurisdiction over these claims. Thus, the Court grants Defendant Saxon Mortgage's Motion to Dismiss. ECF No. 35.9 *Nolan v. Saxon Mortg., Inc.*, No. GJH-16-1163, 2017 WL 655399, at 4 (D. Md. Feb. 15, 2017)” Footnote 8 above states, “See also *Borlo*, 458 B.R. at 234 n.8 (D. Md. 2011) (citing *Miller*, 287 B.R. at 50 (“Even a cause of action that the debtor, when filing the petition, did not know the law granted belongs to the estate. Property of the debtor does not escape the bankruptcy estate merely because the debtor is unaware of its existence.”))).

XXVII. Each Conclusion of Law may also be construed as a Finding of Fact. NOW, THEREFORE, IT IS

ORDERED, ADJUDGED AND DECREED that the Plaintiff have judgment on the Note in the amount of \$207,389.66 AND, FURTHER, it is

ORDERED, ADJUDGED AND DECREED that the Defendant shall pay the Plaintiff \$18,059.72 for advances mistakenly made on the belief it held an enforceable mortgage. AND, FURTHER, it is

ORDERED, ADJUDGED AND DECREED that the Defendant shall be given judgment in its favor for the sum of \$21,123.64, which sum may be off-set against the total judgment in favor of the Plaintiff, which sum is \$225,449.38. AND, FURTHER, it is

ORDERED, ADJUDGED AND DECREED that the foreclosure of the mortgage is denied.

THUS, IT IS SO ORDERED!

Electronic signature of the Master-in-Equity follows on a separate page.

FORM 4

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

JUDGMENT IN A CIVIL CASE
CASE NUMBER 2011CP1800871

U.S. Bank Trust NA		Jamie Singleton	Indigo Pointe Homeowners Association
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PLAINTIFF(S)

DEFENDANT(S)

Submitted by:	Attorney for: ☐ Plaintiff ☐ Defendant ☐ Self-Represented Litigant
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DISPOSITION TYPE (CHECK ONE)

- ☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☒ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered. ☐ See Page 2 for additional information.
- ☐ **ACTION DISMISSED (CHECK REASON):** ☐ Rule 12(b), SCRPC; ☐ Rule 41(a), SCRPC (Vol. Nonsuit);
☐ Other: _____
- ☐ Rule 43(k), SCRPC (Settled);
ACTION STRICKEN (CHECK REASON): ☐ Rule 40(j) SCRPC; ☐ Bankruptcy;
☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other: _____
- ☐ **STAYED DUE TO BANKRUPTCY**
- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other: _____

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

IT IS ORDERED AND ADJUDGED: ☒ See attached order; (formal order) ☐ Statement of Judgment by the Court:
ORDER INFORMATION

This order ☒ ends ☐ does not end the case.
Additional Information for the Clerk:

INFORMATION FOR THE JUDGMENT INDEX		
Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.		
Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
U.S. Bank Trust NA as Trustee for Waterfall Victoria Grantor	Jamie Singleton	225,449.38

RECEIVED

Jan 29 2024

SC Court of Appeals

Jamie Singleton	U.S. Bank Trust NA as Trustee for Waterfall Victoria Grantor	21,123.64
If applicable, describe the property, including tax map information and address, referenced in the order:		

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

E-Filing Note: In E-Filing counties, the Court will electronically sign this form using a separate electronic signature page.

	3078	12/12/2023
Master in Equity	Judge Code	Date

For Clerk of Court Office Use Only

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

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ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

Court Reporter

- Clerk of Court

Court Reporter:

E-Filing Note: In E-Filing counties, the date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgement to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.

ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS REFERENCED ON PAGE 1.

This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.



Dorchester Common Pleas

Case Caption: Wilmington Savings Fund Society FSB , plaintiff, et al VS Jamie Singleton , defendant, et al

Case Number: 2011CP1800871

Type: Master/Order/Other

So Ordered

s/James E. Chellis, Master in Equity, SCJD#3078