

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM KERSHAW COUNTY
Master-in-Equity
The Honorable Jeffery M. Tzerman

71168

Case No. 2011-CP-28-0981

Appellant Case No. 2012-212971
CitiMortgage, Inc.,..... Respondent,
V.
Ellen R. Springer,..... Appellant, **Pro se**

E.R.S. EMERGENCY WRIT FOR MOTION FOR ORDER, PURSUANT TO S.C. RULE 60 (b) (4), NEWLY DISCOVERED EVIDENCE: REQUESTING AN ORDER: (1) VACATING VOID DECEMBER 11TH, 2013 ORDER THAT DENIED RELIEF TO PRECLUDE VOID SUBJECT MATTER ATTACHED TO ALLEGED RESPONDENT'S REPLY BRIEF AND DESIGNATED MATTER; (2) VACATING VOID SEPTEMBER 10TH, 2012, TRIAL COURT ORDER DENYING EMERGENCY PRO SE MOTION FOR EQUITABLE ESTOPPEL RELIEF; (3) VACATING VOID JULY 9TH, 2012, TRIAL COURT ORDER DENYING EMERGENCY PRO SE S.C. RULE 60 (b) SHOW CAUSE ORDER MOTION FOR RELIEF; (4) VACATING DEFAULT JUDGMENT FOR FORECLOSURE AND SALE; (5) SETTING REFEREE'S SALE ASIDE; (6) ORDERING DISMISSAL OF THE CASE PURSUANT TO FRAUD & COLLUSION MISREPRESENTATION STATUTE S.C. RULE 60 (b) AND ANY OTHER REASON...; (7) AND FOR SUCH THER FURTHER RELIEFS; (8) LACK OF SUBJECT MATTER JURISDICTION; (9) LACK OF IN PERSONA JURISDICTION; (10) LACK OF PERSONAL JURISDICTION; (11) DE FACTO TAKING; (12) DOCTRINE OF UNCLEAN HANDS: PROPERTY ADDRESS: 18 ARLINGTON DRIVE, LUGOFF, S.C., APPELLANT, **PRO SE.**

Mrs. Ellen R. Springer, Appellant, **Pro se.**
18 Arlington Drive, Lugoff, S.C.
C/o 147-21 109th Avenue
Jamaica, New York 11435
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SC Court of Appeals

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v.
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Pursuant to the "S.C. Rule 60 (b) (4) (void judgments): upon this court's December 11th, 2013, order that denied APPELLANT relief: upon all prior orders of this court that denied APPELLANT relief, that were void for lack of valid "subject matter" jurisdiction that "looked like" the **ROGERS TOWNSEND THOMAS FIRM's** Summons and Complaint Statement": pursuant to S.C.R.A.C. 240: your Appellant-**ELLEN R. SPRINGER, HEREBY,** respectfully move this court, Pro se, held to less stringent standards than pleadings drafted by an attorney, with available assistance to due process to construe pro se pleadings liberally in order to assist the pro se litigant to raise the strongest arguments found therein, Res judicata; **NOW** seek relief for "emergency" motion for **ORDER,**

pursuant to Rule 60 (b) (4), void judgment statute, and, Newly discovered evidence of Limited jurisdiction to only grant relief to **APPELLANT, Pro se**: requesting an order: (1) Vacating this Court's December 11th, 2013, order that denied relief to **APPELLANT, Pro se**; (2) Vacating all orders issued by this court that denied relief to **APPELLANT, Pro se** tracing back to November 10th, 2012, and back unto September 24th, 2012: (3) vacating September 10th, 2012, trial court order that denied **DEFENDANT-APPELLANT, Pro se**, emergency "Estoppel relief", and denied right to bring further pro se petition; (4) Vacating July 9th, 2012, trial court order that denied **APPELLANT** emergency Pro se S.C. Rule 60 (b) (fraud, ... and any other reason) show cause order relief and imposed appeal bond of \$28,500.00; (4) vacating respondent's writ of assistance; (5) Vacating February 1st, 2012, Default Judgment for Foreclosure and Sale; (6) setting March 5th, 2012, Referee's Sale aside; (7) Ordering Dismissal of the Case Pursuant to Fraud & Collusion Misrepresentation Rule 60 (b) (4) statute that "void orders be dismissed without discretion"; (8) and for such other further reliefs below stated, upon the following grounds: (9) lack of "subject matter" jurisdiction; (10) Lack of "In persona" jurisdiction; (11) Lack of "personal" jurisdiction; (12) De Facto Taking; (13) Doctrine of "Unclean" Clean hands; (14) Supporting affirmation by ELLEN R. SPRINGER, Pro se; (15) Memorandum of points; (15) Declatation: (16) Property address-18 Arlington Drive, Lugoff, S.C. The grounds for relief sought are interposed, hereinafter, under penalties and pains of perjury known to the **SOUTH CAROLINA STATE CONSTITUTION** and also known to the UNITED STATES CONSTITUTION OF AMERICA, as follows:

STANDARD OF REVIEW

- A. Pursuant to S.C. Rule 60 (b) (4) VOID statute, "any order rendered in exces of Subject matter jurisdiction, was void; this is the only issue that matters on motion to vacate void order, inter alia," Res judicata:**

- B. Pursuant to S.C. Rule 60 (b) (4) when a judge fails to conform to the facts and fails to follow the law, the judge was regarded as a TRESPASSER in law, and,**

the judge's order (s) were regarded as void, on its face and in fact, without effect, enforcement, efficacy, or respect, in any court, Res judicata:

- C. Pursuant to S.C. Rule 60 (b) (4), a void order, inter alia, formed no justification and no time bar to recovery of the property even prior to adjudication of the void order before a court, under color of law, Res judicata:
- D. Pursuant to S.C. Rule 60 (b) (4) that anyone concerned with executing said void order was considered a trespasser in law, and, on this point, subjected to stiff fines in proportion to the Constitutional intrusion, imprisonment, and or both, Res judicata:
- E. Pursuant to S.C. Rule 60 (b) (4) "any order..., rendered in a manner that denied due process (fair, impartial, unbiased, prudent, review) of law, was void," Res judicata.
- F. Pursuant to S.C. Rule 60 (b) (4) a void order, inter alia, could be attacked at any time," Res judicata.
- G. Pursuant to well established constitutional law, that, as an accused defendant party moves in a proceeding, Pro se, their pleadings were to be held to less stringent standards than pleadings drafted by an attorney, and, furthermore, that the review court beared the obligation to assist the Pro se litigant and to construe said pro se pleadings liberally in order to raise the strongest arguments found therein, Res judicata
- H. Pursuant to well established constitutional law, this court of review was obligated to be watchful for stealthy encroachments upon the constitutional rights to due process and equal protection of law, Res judicata.

PRELIMINARY STATEMENT

1. That a motion to vacate void order, pursuant to S.C. Rule 60 (b) (4) can be filed in

any proceeding, "regardless" of the nature of the order or judgment from which relief is sought: or of the proceedings in which it was entered

Rule 60 (b) (4) motion to vacate a void order can be brought in any court, **Res judicata**.

2. That there is no time limit in which to file a Rule 60 (b) (4) motion to vacate void order, **Res judicata**.

3. That one does not have to evidence due diligence or have a meritorious reason for obtaining relief under a motion to vacate void order or judgment under S.C. Rule 60 (b) (4), **Res judicata**.

4. That the only issue in a Motion to Vacate Void Order or Judgment, under S.C. Rule 60 (b) (4) is, "does an inspection of the record of the case support the conferring by law of "subject matter": no other issue applies to said motion, **Res judicata**.

5. That all courts have a duty to vacate void orders, **Res judicata**. A void order is a legal nullity and a court considering a motion to vacate has "no discretion" in determining whether it should be set aside such void order (s), **Res judicata**.

6. That if the underlying order is void because the trial court lacked subject matter jurisdiction or because the entry of the order violated the due process rights of the appellant, herein, the Appellant court judge has no discretion and must grant appropriate Rule 60 (b) (4) relief, **Res judicata**.

7. That, if it develops in the course of a proceeding that the court does not have jurisdiction in the particular case, any order except one dismissing the proceeding is void, **Res judicata**.

8. That the court could do nothing but dismiss the proceeding. The duty to vacate a void order is based on the inherent power of the court to expunge from its records void acts of which it has knowledge, **Res judicata**.

9. The Appellate Court only has "subject matter" jurisdiction if the trial court held "subject matter" jurisdiction, Res judicata.

STATEMENT OF FACTS

10. That, Turning to the instant case, **APPELLANT, Pro se**, hereby adwers that this court, without discretion, must grant the instant Emergency Pro se Motion for order to vacate, inter alia, upon **Bona fide Prima fascia** established case showing, that this Court's December 11th, 2013, denial order of relief to **APPELLANT, Pro se**, and all prior denial orders dating back to September 24th, 2012, was **void** for lack of subject matter" jurisdiction, on its face and in fact, pursuant to F.R.C.P. Judgment statutory due process requirements, upon the ground that the **ROGERS TOWNSND THOMAS FIRM's** Summonand Compaint Statement was made unavailable to CitiMortgage, Inc. v. Ellen R. Springer, Et al, Appellate Court Case No. 2012-212971 record and, was stripped from CitiMortgage, Inc. v. Ellen R. Springer, Et al, Trial Court Case No. 2011-CP-28-0981, due to sustained complaint of fraud, that satisfied S.C. Rule 60 (b) Fraud Statute and, thereafter, the **ROGERS TOWNSEND THOMAS FIRM's** Counter Claim statement appeared before the tria court, on July 9th, 2012, because CitiMortgage, Inc. v. Ellen R. Springer, Et al, Trial Court Case, supra, disappeared into "thin air," on its face and in fact, Res judicata.

11. That, the **DOCUMENTED EVIDENCE** sustains clear and convincing Bona fide prima fascia case showing that the lower court denial order of relief to **DEFENDANT-APPELLANT, Pro se**, were **void** for lack of "subject matter" jurisdiction, on its face and in fact, upon the ground, that "the **ROGERS TOWNSND THOMAS FIRM's** Summons and Compaint Statement was made unavailable due to valid complaint of fraud, that satisfied S.C. Rule 60 (b) Fraud Statute and, thereafter, the **ROGERS TOWNSEND THOMAS FIRM's** Counter Claim statement appeared before the trial Court, on July 9th, 2012, "out of thin air," as the "new" **ROGER TOWNSEND THOMAS FIRM's** New

INVENTION.

12. The **ROGERS TOWNSEND THOMAS FIRM's** Counter claim statement appeared on July 9th, 2012, due to unavailability of the **ROGERS TOWNSEND THOMAS FIRM'S** Summons and Complaint statement upon documented evidence that emergency Pro se show cause order motion complaint statement, by DEFENDANT-APPELLANT, Pro se, rebutted "that statement," in satisfaction of S.C. Rule 60 (b) Fraud Statute requirements.

13. That, on July 9th, 2012, the **ROGERS TOWNSEND THOMAS FIRM** saw bona fide prima fascia established case showing that, otherwise, Respondent and non parties to the action made a representation of material fact, later discovered to be false, and, that the **FIRM** was induced by "that statement" and engaged in certain course of action that, in turn, made misrepresentation of material fact of injury to the trial court that was later discovered to be false, and, that, the trial court jurisdiction was induced by "that Fraud Based Loan Contract Mortgage Note Default statement that never existed, upon the DOCUMENTED EVIDENCE that no valid petition existed because no valid injury existed, and, that no valid Respondent existed, and that a valid injury sustained by ELLEN R. SPRINGER traceable to "UNFAIR LOAN SERVICE PRACTICING" by virtue of significant acts represented by **RESPONDENT** and **NON-PARTIES** to the instant action, did exist.

14. Pursuant to F.R.C.P. (Pleadings) Due process Statute requirements, the documented evidence sustained clear and convincing evidence that, "APPELLANT'S statement was validated and, therefore, did **TELL THE WHOLE TRUTH AND NOTHING BUT THE TRUTH "under" "GOD," in whom "WE" trust, Res judicata.**

15. Pursuant to F.R.C.P. (Pleadings) Due process Statute requirements, the documented evidence sustained clear and convincing evidence that the **ROGERS TOWNSEND THOMAS FIRM's** Summons and complaint Statement was unavailable due

to fraud and, therefore, was false, upon the ground that RESPONDENT and NON-PARTIES to the action, did not tell **THE WHOLE TRUTH AND NOTHING BUT THE TRUTH** "under" "GOD," in whom "WE" trust, Res judicata.

16. That, pursuant to F.R.C.P. (Pleadings) Due process Statute requirements, the **DOCUMENTED EVIDENCE** validated extraordinary circumstances and legal argument that brought in to conflict the inability of the S.C. Constitution to punish DEFENDANT-**APPELLANT, Pro se**, for a civil infraction that never occurred, simply to save Respondent from "High" prejudice incurred by significant acts of their own Non-party Actor agents to the action, pursuant to S.C. Rule 60 (b) Fraud statute requirement.

17. That, pursuant to the S.C. Law of void, holding, that "the superior power and authority of the 'inanimate' 'S.C. Constitution' lack personal jurisdiction to punish "anyone" for a civil infraction that never occurred, Ab initio, Res judicata.

18. That the **ROGERS TOWNSEND THOMAS FIRM** failed to confer "Subject matter" jurisdiction formerly enjoyed upon the trial court upon the clear and convincing documented evidence that their INVENTION was fraud based: **PLEASE TAKE JUDICIAL NOTICE**, that, a "fair" attorney would have acted otherwise and would have stood on their own INVENTION to prevail.

19. The FIRM was culpable for committing Statutory fraud on the court, pursuant to the Doctrine of fraud on the court, Res judicata.

20. The Firm demonstrated improper conduct, unclean hands, and purely private act not found under color of law, traceable to their own conduct that changed sides to win the case upon jurisdiction procured upon fraud based counter claim statement that was, in and of itself, fraud based jurisdiction that made the trial court actions that exceeded limited jurisdiction and denied relief to have been fraud based action, not found under color of law and unsupported by the preponderance of the record.

21. That the trial court must have taken off the "Blind fold of justice" to adopt respondent's counter claim statement, otherwise, S.C. Rule 60 (b) (fraud) wanted the ROGERS TOWNSEND THOMAS FIRM's Summons and Complaint Statement.

22. That, therefore, upon the foregoing, it was clear that the trial court wanted "subject matter" jurisdiction, and, on this point, the trial court "knowingly" and "intelligently" defaulted on its own obligation.

23. The Trial court clearly failed to conform to the facts and failed to follow the law, and failed to (a) recuse upon personal knowledge and involvement; (b) follow protocol; (c) acted outside personal jurisdiction limited to grant relief to DEFENDANT-APPELLANT, Prose; (d) relied substantially upon "that Counter Caim statement" in the court's ruling; (e) and that statement was false; (f) and trial court was induced by "High" prejudice to Respondent were trial court to otherwise grant relief controlled by the facts and law; (g) and trial court did proceed and did engage in certain course of action considered treason, conspiracy, fraud on the court by the court, improper conduct, purely private act, that demonstrated "unclean hands" and with them tria court could not render "pristine" remedy at law, Res judicata; (h) trial court was regarded as trespasser in aw; (i) trial court orders were regarded as void, for lack of "subject matter" jurisdiction.

24. That High prejudice owing to respondent was displaced in the instant case and ultimately injured the rights of the S.C. Consitution and the rights of ELLEN R. SPRINGER to save respondent, that placed the entire neglect of officers of the court upon **ELLEN R. SPRINGER**, who was, in fact, the only real party to the action with "clean hands," that did "absolutely no wrong" to anyone.

25. That the Doctrine of Estoppel procedurally and "inanimately" barred the trial court actions and jurisdiction traceable to inconsistent position that entered order in excess of "in persona" and "subject matter" jurisdiction, in excess of "personal" jurisdiction, in excess of the Doctrine of equitable estoppel upon judgment procured in excess of

doctrine of fraud statute requirements, for reasons above stated.

26. That the doctrine of equitable estoppel statute barred taking of inconsistent position, proffered on the court, that pose on the integrity of the quest for the truth, derail intended arrival at the truth, and, on this point, render the results of judicial proceeding unreliable as a matter of due process of law, **Res judicata**, with intended seek injustice to injure the inanimate constitution's right to render "pristine" remedy and injure the rights of, in this case, **DEFENDANT-APPELLANT, Pro se**, simply in order to protect corporate interest, **Res judicata**.

27. That on "Re-cap," the ROGERS TOWNSEND THOMAS FIRM's counter claim lacked legally sufficient form, and was inadmissible evidence, pursuant to F.R.C.P. Pleadings Statute Requirements, failed to confer "subject matter" jurisdiction upon trial court, on July 9th, 2012, and, on this point, the trial court was a non respondent non party to the action and, not obligated to sustain respondent's burden of proof that provide "subject matter" jurisdiction and, therefore, the limited jurisdiction held by the trial court was stripped of "subject matter" jurisdiction, and, on this point, failed to confer "subject matter" jurisdiction upon this court of Appeal which limited Court of Appeal jurisdiction to granting of relief to appellant only, due to "lack" of "subject matter" jurisdiction, on its face and **in fact, Res judicata**.

28. That the trial orders were simply void for lack of Subject matter jurisdiction, on its face and in fact, **Res judicata**.

29. The orders of this court that looked like the trial court orders that denied relief to appellant, on the merits of the conduct, was Newly discovered evidence of Statutory fraud based misrepresentation proffered on the court by (a) the **ROGERS TOWNSEND THOMAS FIRM**, (b) the **TRIAL COURT**, (c) the **NELSON MULLEN RILEY SCARBOROUGH FIRM**, and (d) the **S.C. COURT OF APPEALS**, respectfully, and painstakingly the truth, **Res judicata**.

30. The ROGERS, TOWNSEND THOMAS FIRM's Summons and Complaint statement was unavailable, pursuant to S.C. Rule 60 (b) Fraud statute, due to fraud, **Res judicata**.

31. That on July 9th, 2012, Newly discovered evidence proved that the case did not ever exist under color of law and was a void nullity for lack of valid "subject matter" jurisdiction.

32. That the trial court was denied the "two halves" of "in persona" and "subject matter" jurisdiction which invalidated jurisdiction action power and authority of the judicial machinery of the "inanimate" S.C. Constitutional Kershaw County Trial Court of Common Pleas to move, Ab initio, and, wherefore, upon the foregoing being uncontrovertedly the truth and nothing but the truth, all that followed was void for lack of valid "subject matter" jurisdiction, **Res judicata**.

33. That CitiMortgage, Inc. v. Ellen R. Springer, Et al., Trial Court Case No 2011-CP-28-0981 was void for lack of subject matter jurisdiction disconnected from the **ROGERS TOWNSEND THOMAS FIRM's** Summons and Complaint Statement.

34. That pursuant to S.C. Rule 60 (b) Fraud statute due process equal protection procedural standards, PLEASE TAKE JUDICIAL NOTICE, that, on July 9th, 2012, the **TRIAL COURT** and the **ROGERS TOWNSEND THOMAS FIRM** saw CitiMortgage, Inc. v. Ellen R. Springer, Et al, Trial Court Case, Supra, "Disappear" into "thin air," on its face and in fact, **Res judicata**.

35. That the trial court denial orders and this court's denial orders failed to conform to the facts and failed to follow the law and "exceeded" "personal" jurisdiction, and engaged in Treason and acted outside color of law, and lacked discretionary power, and was obligated by Supreme Court decisions to vacate a void order and not concern the "inanimate" Constitutional Court, with executing a void order (s) that otherwise made the trial court regarded as a Trespasser in law, and regarded trial court orders **void**, on its face and **in fact, Res judicata**.

SUMMARY OF FACTS AND ANALYSIS

36. That upon summary of facts and analysis, APPELLANT strongly suggests that, the instant emergency Prose Motion should be granted, pursuant to S.C. Rule 60 (b) (4) void Judgment Statute requirements, upon the ground that, "the denial order issued by the trial court" and "the the denial orders issued by this S.C. Court of Appeals" were void for lack of "subject matter" jurisdiction and "exceeded jurisdiction" "limited" to only granting relief to DEFENDANT-APPELLANT, **Pro se**, and, where said rulings failed to conform to the facts and failed to follow the law, and the trial court and this court were regarded as TRESPASSERS in law, respectfully and, accordingly, the orders were regarded as void, pursuant to Rule 60 (b) (4) void statute requirements.

37. That said orders "had no validity" to be construed as a finding of jurisdiction where no jurisdiction existed, **Ab initio, Res judicata**.

38. That since the "trial hearing court" had no lawful authority to the issue the order that denied S.C. Rule 60 (b) emergency **pro se** motion for show cause relief, and, on September 10th, 2012, had no lawful authority to deny emergency **pro se** Motion for "Equitable estoppel relief," therefore, motion to vacate void judgment is lawfully before this S.C. Court of Appeals, under S.C. Rule 60 (b) (4), **Res judicata**.

38. The only issue in a Motion to Vacate Void Order or Judgment, under S.C. Rule 60 (b) (4) is, "does an inspection of the record of the case support the conferring by law of "subject matter": no other issue applies to said motion, **Res judicata**.

39. All courts have a duty to vacate void orders, **Res judicata**. A void order is a legal nullity and a court considering a motion to vacate has "no discretion" in determining whether it should be set aside such void order (s), **Res judicata**.

40. If the underlying order is void because the trial court lacked subject matter jurisdiction or because the entry of the order violated the due process rights of the

appellant, herein, the Appellant court judge has no discretion and must grant appropriate Rule 60 (b) (4) relief, Res judicata.

41. If it develops in the course of a proceeding that the court does not have jurisdiction in the particular case, any order except one dismissing the proceeding is void, Res judicata.

42. The court could do nothing but dismiss the proceeding. The duty to vacate a void order is based on the inherent power of the court to expunge from its records void acts of which it has knowledge, Res judicata.

43. The Appellate Court only has "subject matter" jurisdiction if the trial court held "subject matter" jurisdiction, Res judicata.

44. Where, in the instant case, the trial court lost Subject matter jurisdiction formerly enjoyed, hence, an appeal or writ of error can confer no jurisdiction on the reviewing court, Res judicata. It is axiomatic that when a trial court has no jurisdiction, no jurisdiction is conferred on the appellate court, Res judicata.

45. That the Appellate courts are courts of limited jurisdiction; therefore, there is a presumption against "subject matter" jurisdiction in Appellate court proceedings. The Appellate Court is without "subject matter" jurisdiction if the underlying trial court is without "subject matter" jurisdiction, Res judicata.

46. That, turning back to the instant matter of appeal review, the subject attached to alleged Respondent's reply brief and designated matter denied this Appellate court, subject matter jurisdiction vital to the loan contract mortgage note default subject matter formely attached to Case No. 2011-CP-28-0981 foreclosure complaint instrument that commenced the instant proceedings, because, on July 9th, 2012, Appellant's Pro se rebutted the presumption of the legal sufficiency of said subject matter jurisdiction, on its face and in facts, upon review of appellant's pro se, S.C. Rule

60 (b) emergency show cause order motion, with results, that stripped the trial hearing court of "in persona" and "subject mater" jurisdiction formerly enjoyed, as evidenced by alleged Respondent's trial court attorney's performance that changed sides, used the procedures of the court, to procure infirm jurisdiction, to win the case: this was statutory fraud on the court by an attorney officer of the trial court, barred by the "Doctrine of fraud on the court," **Res judicata**.

47. This Appellate court, of limited jurisdiction, never held "in persona" and "subject matter" jurisdiction to Case No. 2011-CP-28-0981, on its face and **in fact, Res judicata**. Accordingly, on this point, this S.C. Appellate Court only! held the inherent power of the court to vacate the void September 10th, and July 9th, 2012, lower hearing court orders, appealed from, on its face and **in fact, Res judicata**.

48. When "subject matter" is denied, the party who claims that the court has "subject matter" jurisdiction has the burden to prove that the Court has "subject matter" jurisdiction, on its face and **in fact, Res judicata**. The burden of proving jurisdiction rests upon the party asserting it, **Res judicata**. Where jurisdiction is contested, as herein, the burden of establishing it rests upon the Respondent, on its face and **in fact, Res judicata**.

49. The "subject matter" jurisdiction of this Appellate court has never been established, on its face and **in fact, Non pro tunc, Res judicata**.

50. On July 9th, 2012, the "inanimate" "Doctrine of fraud on the court" struck down, respondent's trial court attorney's "unclean hands" and "purely private void act" that, "change of side," and use of the procedures of the court to procure infirm jurisdiction simply to win the case, and leave the infirm summary default judgment and order of sale, undisturbed, and, on this point, respondent's trial court attorney's deficient performance failed to confer "in persona" and "subject matter" jurisdiction upon the trial hearing court, on its face and **in fact, Res judicata**.

51. On October 14th, 2013, Respondent's reply brief and designated matter was **void** for lack of poition formerly asserted and proved that this Appellate Court lacked "subject mater" jurisdiction, **in fact, Res judicata**.

52. The subject matter attached to Respondent's reply brief was unsupported by an inspection of the judicial roll and the documented evidence to the case, **Res judicata**, and, therefore, no "subject matter" jurisdiction was conferred, on its face and **in fact, Res judicata**.

53. The express finding of the trial hearing court orders appealed from, did not confer "subject matter" jurisdiciton, on its face and **in fact, Res judicata**.

54. The trial court clearly acted outside its personal jurisdiction, and justified its action with recital that, "it would otherwise have been "highly prejudicial to respondent-wrongdoer," were the court to otherwise grant emergency relief entitled to Appallant-defendant, Pro se" under S.C. Rule 60 (b) (para-phrased): this was a "human error" and a "purely private void act," on its face and in fact, traceable to the "unclean hands" of the "animate" trial hearing court, that did not confer jurisdiciton, **Res judicata**.

55. The trial court did not acquire jurisdiction by a mere recital in its order (s), which was contrary to what was shown in the record, **Res judicata**.

56. The trail court hearing judge's statements were nothing more than an "unproven" allegation, **Res judicata**.

57. On December 11th, 2013, this Appellate Court order that denied Appellant's **Pro se** motion to preclude, **inter alia**, was **void**, for lack of "subject matter" jurisdiction, on its face and **in fact, Res judicata**.

58. On November 10th, 2012, this Appellate Court's order that denied Appellant's **Pro se** Motion (s) for equitable relief, was **void** for lack of "subject matter" jurisdiciton, on its face and **in fact, Res judicata**.

59. On July 9th, 2012, at the emergency Pro se show cause order preconference hearing, point, Appellant Pro se, established her burden of proof with **prima fascia** case showing that rebutted the ROGERS TOWNSEND THOMAS FIRM's Summons and Complaint statement subject matter attached to Case No. 2011-CP-28-0981, on its face and in fact, and, thereafter, Trial Court Case No. 2011-CP-28-0981 was void for lack of "subject matter" jurisdiction, on its face and in fact, Res judicata.

60. If the trial hearing court could not legally hear the matter upon the jurisdictional paper presented, its finding that it had the power can add nothing to its authority.

61. On July 9th, 2012, the trial hearing court had no authority to deny S.C. Rule 60 (b) emergency Pro se show cause order for relief, on its face and in fact: the trial hearing court only possessed "limited" jurisdiction to grant S.C. Rule 60 (b) emergency Pro se show cause order for relief, on its face and in fact, Res judicata.

62. On September 10th, 2012, the lower trial hearing court had no authority to deny emergency Pro se Motion for Equitable estoppel relief, and only possessed "limited" jurisdiction to grant emergency Pro se Motion for Equitable estoppel relief, on its face and in fact, Res judicata.

63. The actions and alleged jurisdiction of this "Animate" "S.C. Court of Appeals," and, the actions and alleged jurisdiction of "Animate" "trial hearing court" which represent allegations that infer it had "subject matter" jurisdiction, was not supported upon the face of the judicial roll and or the documented evidence to the instant case, Res judicata.

64. The documented evidence sustains a fact find that, this S.C. Court of Appeals, and the trial hearing court acted without "subject matter" jurisdiction formerly asserted and relied upon. **Void** subject matter attached to Trial Court Case No. 2011-CP-28-0981, on July 9th, 2012, and, on October 14th, 2013, did prejudicially attached to Appellant Case No. 2012-212971 and was apparently adopted December 11th, 2013, by order

that denied relief to Appellant, Pro se. No matter the rubric, said order was void for lack of "subject matter" jurisdiction, on its face and in fact, Res judicata.

65. Without "subject matter" jurisdiction formerly asserted, therefore, the trial court order that denied S.C. Rule 60 (b) "emergency" Pro se Motion for show cause order relief, and, that imposed injurious appeal bond, was void, for lack of "subject matter" jurisdiction formerly relied upon, on its face and in fact, Res judicata.

66. That without "subject matter" jurisdiction formerly asserted, therefore, the September 10th, 2012, trial court order that denied "emergency" Pro se Motion for Equitable Estoppel relief, and that, denied consitutional right to bring further Pro se petition, was void, for lack of "subject matter" jurisdiction, on its face and in fact, Res judicata.

67. Without "subject matter" jurisdiction formerly attached to Case No. 2011-CP-28-0981 **ROGERS TOWNSEND THOMAS FIRM's** Summons and Complaint statement, the November 10th, 2012, S.C. Court of Appeal's order and September 25th, 2012 orders that denied Appellant relief was void, for lack of "subject matter" jurisdiction, on its face and in fact, Res judicata.

68. Without "subject matter" jurisdiction formerly attached to Case No. 2011-CP-28-0981 compliant instrument, the December 11th, 2013, S.C. Court of Appeal's order that denied Appellant Pro se relief to preclude, and, also denied combined motion to vacate void order, was void for lack of "subject mater" jurisdiction, on its face and in fact, Res judicata.

69. The Trial court transcription of S.C. Rule 60 (b) emergency Pro se Show Cause Preconference hearing, and, the lower court judicia roll, and, along with Appellant Case No. 2012-212971 documented evidence, gathered during course of the instant appeal proceeding, were idential, and equally incriminating of "unfair conduct," Res judicata.

70. Appellant, Pro se, has, at all times, challenged alleged-Respondent's default on

their obligation to bring "Misrepresentation fraud free" ROGERS TOWNSEND THOMAS FIRM's Summons and Complaint statement "subject matter" jurisdiction attached to Case No. 2011-CP-28-0981 complaint instrument, pursuant to F.R.C.P. Pleadings statute, and upon rebuttal, did validated "that statement" as fraud based misrepresentation, pursuant to S.C. Rule 60 (b) Fraud Statute due process standard requirement and sustained Complaint of "misrepresentation fraud" perpetuated on the court, the July 9th, 2012, the trial court denial orders and this court's orders , continue, to this day, to deny that the Case No. 2011-CP-28-0981 trial hearing court ever held "subject matter" jurisdiction, Ab initio.

71. Well established Supreme court decisions have held, that the burden of proving jurisdiction rests upon the party asserting the court has "subject matter" jurisdiction, Res judicata, and, in the instant case, Default by the ROGERS TOWNSEND THOMAS FIRM that failed to confer subject matter jurisdiction failed satisfy client's burden of proof that said Trial Court ever held "subject matter" jurisdiction and did not confer any "subject matter" jurisdiction upon trial court--it still remains without "subject matter" jurisdiction, as long as there is no **ROGERS TOWNSEND THOMAS FIRM's** Summons and Complaint petition which can be examined to determine if it complies with statutory requirements, Res judicata.

72. The "designated-subject matter" attached to the **NELSON, MULLEN, RILEY, SCARBOROUGH FIRM's** Reply brief statement could not confer jurisdiction where none existed, Ab initio, and could not make a void proceeding valid, Res judicata.

73. The **NELSON, MULLEN, RILEY, SCARBOROUGH FIRM's** Reply brief statement could not confer any "subject matter" jurisdiction upon this Court of Appeals, Res judicata.

74. When "subject matter" jurisdiction is denied, it becomes the responsibility of the party claiming that the court has "subject matter" jurisdiction to prove that the Court holds "subject matter," Res judicata.

75. Where Jurisdiction is denied by the rebuttal by, herein, **DEFENDANT-APPELLANT, Pro se**, the "table of proof" was turned, and the burden of proving its presence shifted and rested upon CITIMORTGAGE, Inc., and NON-PARTY ACTOR AGENTS, asserting it, **Res judicata**.

76. This "inanimate" S.C. COURT OF APPEALS was not a party to the proceeding and therefore have no lawful authority to assert or prove that this court's record and or the trial court's record had "subject matter" jurisdiction, **Res judicata**.

77. At no time has alleged **RESPONDENT**, the **ROGERS TOWNSEND THOMAS FIRM**, and or the **NELSON, MULEN, RILEY SCARBOROUGH FIRM** statement ever, established, upon the record attached to Case No. 2011-CP-28-0981, that the Trial Court ever held "subject matter" jurisdiction, **Res judicata**.

78. **DEFENDANT-APPELLANT, PRO SE, ELLEN R. SPRINGER**, has no burden to prove that Trial Court Case No. 2011-CP-28-0981, lacked "subject matter" jurisdiction; to the contrary, it is the duty of the **RESPONDENT**, the **ROGERS TOWNSEND THOMAS FIRM**, and the **NELSON, MULEN, RILEY SCARBOROUGH FIRM**, to prove that the lower trial hearing court held "subject matter" jurisdiction, at all times, **Res judicata**.

79. "Subject matter" jurisdiction cannot be conferred upon a court by agreement or by consent, **Res judicata**.

80. "Subject matter" jurisdiction cannot be conferred by consent or acquiescence of the parties, neither can it be conferred by estoppel, **Res judicata**.

81. "Subject matter" jurisdiction cannot be conferred by any form of laches, consent, waiver, or estoppel, **Res judicata**.

82. At no time has **ELLEN R. SPRINGER**, consented to, acquiesced to, or agreed that the Case No. 2011-CP-28-0981 trial hearing court ever held "subject matter" jurisdiction, **Res judicata**.

83. Even if APPELLANT-ELLEN R. SPRINGER, Pro se, had; no "subject matter" jurisdiction could be conferred upon that trial hearing court by that procedure, Res judicata.

84. At no time did the record of Case No. 2011-CP-28-0981 Trial Court ever hold a "misrepresentation fraud free" **ROGERS, TOWNSEND, THOMAS FIRM's** Summons and Complaint statement which was valid, Res judicata.

85. Without a valid Petition attached to Case No. 2011-CP-28-0981, the Trial Court was without "subject matter" jurisdiction, Res judicata.

86. Well established constitutional law has stated that, "the petition required to put the court in motion and give it jurisdiction must be in conformity with the statute granting the right and must show all the facts necessary to authorize it to act, i.e., it must contain all the statements which the statute says the petition shall state, and if the petition fails to contain all of these essential elements the court is without jurisdiction, Res judicata.

87. Well established Supreme Court decisions have declared the law on any point, that, it, alone, can overrule and modify its previous opinion, and the lower court judicial tribunals are bound by such decisions and it is the duty of such lower tribunal to follow such decisions in similar cases, Res judicata.

88. This Court of Appeals, as well as, the trial court, without a petition in the record of the case, have acted without jurisdiction, Res judicata.

89. **ELLEN R. SPRINGER**, strongly suggests that the **ROGERS, TOWNSEND, THOMAS, FIRM** and or their successor, the **NELSON, MULLEN, RILEY, SCARBOROUGH FIRM**, remove whatever may have been filed as a purported petition, as it did not comply with the due process requirements of F.R.C.P., Res judicata.

90. The **ROGERS, TOWNSEND, THOMAS, FIRM** and or their successor, the **NELSON,**

(
MULLEN, RILEY, SCARBOROUGH FIRM, had the burden to restore to the record whatever was filed as the original purported petition, Res judicata.

91. That, currently, the **NELSON, MULLEN, RILEY, SCARBOROUGH FIRM**, has the duty to prove that the purported Petition filed in Case No. 2011-CP-28-0981, was in conformity with statute granting the right, and, that it showed all the facts necessary to authorizing the court to act, i.e., it contained all the statements which the statute says the petition shall have stated, Res judicata.

92. The **NELSON, MULLEN, RILEY, SCARBOROUGH FIRM**, has not proved that the non-existent Petition conformed to the requirements of the statute, and, on this point, such "non-existent" Petition did not confer "subject matter" jurisdiction upon Appellate Case No. 2012-212971, record, that did not confer "subject matter" jurisdiction upon Trial Court Case No. 2011-CP-28-0981 record, Ab initio, Res judicata.

93. That, Pursuant to F.R.C.P., such Petition was not a part of the record of the Appellant Case No. 2012-212971, and a Petition which the **NELSON, MULLEN, RILEY, SCARBOROUGH FIRM**, must provide, Res judicata.

94. The presumption of a lack of "subject matter" jurisdiction formerly asserted over Case No. 2011-CP-28-0981, as stated by law, continues, even to this day, Res judicata.

95. Since there is no proof that Trial Court held "subject matter" jurisdiction, therefore, on this point, this S.C. Court of Appeals did not hold "subject matter" jurisdiction to review the Trial Court proceedings, on its face and in fact, Res judicata.

96. Where the trial court has no jurisdiction, an appeal or writ of error can confer no jurisdiction on the reviewing Court of Appeals, Res judicata.

97. It is axiomatic that when a trial court has no jurisdiction, an appeal cannot act to confer jurisdiction on the reviewing Court of Appeals, Res judicata.

98. The lack of "subject matter" jurisdiction of the Trial Court affirmatively appears

upon the face of the July 9th, 2012, transcription of the the emergency Pro se Show cause order motion proceeding record proper.

99. **RESPONDENT** and **NON-PARTIES** to the instant action, have had two (2) years and two (2) months to establish that "the trial court held a valid Petition" for loan contract mortgage note default but one was unavailable because the **ROGERS, TOWNSEND, THOMAS FIRM's** Summons and Complaint Statement was "misrepresentation fraud based," Ab initio, pursuant to S.C. Rule 60 (b) Fraud Statute satisfactory evidence provided by **DEFENDANT-APPELLANT, Pro se**.

100. The **NELSON, MULLEN, RILEY, SCARBOROUGH FIRM** has not provided such evidence, on its face and in fact, Res judicata.

101. **RESPONDENT** and **NON-PARTIES** to the instant action should be estopped from attempting to provide such evidence after this period of time, Res judicata.

102. The performance of the **NELSON, MULLEN, RILEY, SCARBOROUGH FIRM**, before this court, was deficient to say the least, and any other competent attorney would have otherwise acted, and said performance was Newly discovered evidence of "unfair" "attorney servicing practices, that, in and of its self, "made the client's hands "unclean," and with them they could not hold the pristine remedy at law, pursuant to the doctrine of "unclean" hands, Res judicata. Sad performance wholly suggested that such evidence did not exist, nor has it ever existed, Res judicata.

103. Where jurisdiction is challenged, the party claiming the court has jurisdiction has the burden of producing the record which evidence that the court has the jurisdiction to act, Ab initio, Res judicata.

104. **ELLEN R. SPRINGER**, does not have the requirement to produce any record relative to jurisdiction, Res judicata.

105. Only the **NELSON, MULLEN, RILEY, SCARBOROUGH FIRM** has that burden, Res

judicata.

106. On July 9th, 2012, the **ROGERS, TOWNSEND, THOMAS FIRM** defaulted on the client's obligation, and did not meet the client's **prima fascia** burden of proving that the Trial Court held "subject matter" jurisdiction, on its face and in fact, Res judicata.

107. From on or about November 26th, 2012 ["Notice of Appearance" filing point], thru October 14th, 2013 [Reply Brief filing point], the **NELSON, MULLEN, RILEY, SCARBOROUGH FIRM** did not establish the client's **prima fascia** burden, before this Hon. Court of Appeals, on its face and in fact, Res Judicata.

108. **ELLEN R. SPRINGER**, strongly suggests that, on July 9th, 2012, the judicial machinery of the "IN-ANIMATE" "S.C. CONSTITUTION," was did not want to pace the burden on the wrong party, and, otherwise, wanted to grant relief to **ELLEN R. SPRINGER**, due to lack of "subject matter" jurisdiction, Res judicata.

109. **APPELLANT-ELLEN R. SPRINGER, PRO SE**, strongly suggests that, on July 9th, 2012, the judicial machinery of the real "ANIMATE" "S.C. CONSTITUTIONAL COURT OF APPEALS," placed the burden on the wrong party, and, thereby, denied equal protection and due process of law, on its face and in fact, traceable to "unfair hearing practices," Res judicata.

110. It was well established Consitutional Law, Res judicata, that, "the Trial Court, and this S.C. Court of Appeals, have a duty not to exceed its jurisdiction and must vacate any void decision," Res judicata.

111. It was well established Consitutional Law that, this Court of Appeals that considered merits of a case when it had no jurisdiction to do so, must vacate its **void** orders for lack of "subject matter" jurisdiction and, thereafter, must enter valid order that grant relief on in appeal to APPELLANT with "clean" hands that did no wrong, Ab initio, Res judicata.

FRAUDULENT CONDUCT BY RESPONDENT AND NON PARTIES TO THE ACTION: NEWLY DISCOVERED EVIDENCE:

112. From October 14th, 2013, thru December 11th, 2013, this S.C. Court of Appeals, failed to conform to the facts, and failed to follow F.R.C.P. Judgment Statute due process standard requirements, and, exceeded personal jurisdiction, and, should not have attempted to consider the merits of the NELSON, MULLEN, RILEY, SCARBOROUGH FIRM'S statement when it did not have the "subject matter" jurisdiction to do so, **Res judicata**.

113. This Cour bear a duty to vacate the void orders that it improperly issued and bear a duty to vacate the Trial Court **ORDER (S)**, appealed from, due to lack of "subject matter" jurisdiction, **Res judicata**.

114. Upon the entire foregoing, this Hon. S.C. Court of Appeals was without "subject matter" jurisdiction and, on this point, only had inherent power to dismiss Case No. 2011-CP-28-0981 Trial Court, for lack of "subject matter" jurisdiction, **Res judicata**.

115. This S.C. Court of Appeals further has inherent power to declare any order **void** which was entered on any issue involved or on any procedural order entered as an adjunct to its consideration of any issue before it, whether on review or in any original form, **Res judicata**.

116. A court does not need "subject matter" jurisdiction to vacate a **void** order, as, it only needs the inherent power of the court, which every court has, to vacate the **void** order issued by the trial hearing court, herein, on September 10th (denial of equitable estoppe relief), and July 9th (denial of emergency Pro se show cause Order Motion), and March 5th (sale of property), and February 1st (summary judgment), 2012, **Res judicata**.

117. **ELLEN R. SPRINGER** strongly suggests that since the documented evidence and the judicial roll determined that there was no "vaid" Petition in the record of Appeal (a

record identical to the record of the case), the natural and reasonable consequences of those facts are embodied in the law which states that jurisdiction was never conferred upon the trial hearing court, **Res judicata**.

118. This S.C. Court of Appeals should therefore vacate the trial hearing court order (s) appealed from as being void for lack of jurisdiction, on its face and **in fact, Res judicata**.

119. In courts of limited jurisdiction, such as the instant S.C. Court of Appeals, the court must make, among other things, findings of fact as to their "Subject-matter" jurisdiction, **Res judicata**. Upon well established Federal and State Constitutional Law, "In a special statutory proceeding, an order must contain the jurisdictional findings prescribed by statute," **Res judicata**.

120. No finding of facts as to "subject matter" jurisdiction attached to Case No. 2011-CP-28-0981 purported orders or the purported judgment of the Case record in this S.C. Court of Appeals, **Res judicata**.

121. The fact that the S.C. Court of Appeals found no "misrepresentation fraud free" Petition in the record of the trial hearing court case militates against any supposition that there was "Subject matter" jurisdiction, **Res judicata**.

CONCLUSION

122. Since the documented evidence found lack of a void Petition, under color of law, in the record of the trial hearing court case, therefore, on this point, the orders and judgment of the Trial Court was **void**, for lack of "subject matter" jurisdiction and, accordingly, no justiciable controversy was presented to either the Trial Court or this Court, **Res judicata**.

123. It is clear and well-defined dominant public policy of the State of South Carolina for Courts to Vacate all **void** orders and judgments, **Res judicata**.

124. **APPELLANT, Pro se**, strongly suggests that this S.C. Court of Appeals should follow the well-established strong public policy and grant the instant Emergency **Pro se** Motion, **Res**

judicata.

PRAYER FOR RELIEFS

WHEREFORE, upon the foregoing, the attached documents, and all the proceedings held herein to date that were arbitrary and caprice and a miscarriage and mockery of justice, this Court, being without "subject matter" jurisdiction formerly enjoyed, on its face and **in fact**, therefore, your Appellant-Defendant, **Pro se**, prays that this Court of Appeals will enter ORDER:

A. Vacating **void** December 11th, 2013, order that wanted a "valid" Petition" and lacked a real injured party to the action known as respondent, and, lack a party to the action with standing to bring suit ab initio, and, lack "personal" jurisdiction to Punish Appellant, Pro se, for a civil infraction that never occurred, Ab initio, and, on this point, where "subject matter" jurisdiction was not conferred by the trial court, therefore, this S.C. Court of Appeals failed to conform to the facts and failed to follow the law and exceeded "personal" jurisdiction, and, therefrom, engaged in Treason (newly discovered evidence), conspiracy, fraud on the court by the court, in success to fraud on the court by an appellate attorney officer of the court, and fraud on the court by trial court officer of the court, inherent to fraud on the trial court by a trial court attorney agent known as THE LAW OFFICE OF ROGERS, TOWNSEND, and, THOMAS, LLC (Columbia, S.C.), that misled the emergency show cause trial hearing court, the Auction Referee, the trial court foreclosure hearing judge, and the trial court clerk at the "filing complaint point," with "unclean hands" and "purely private void act," that made the trial court, and this court, acted outside jurisdiction limits and maliciously denied relief to "clean hand" Appellant-Defendant-Ellen Springer, Elderly Femal Senior Citizen, **Pro se**, struck with "old-age," and denial of attorney representation by the State of South Carolina Attorney defense Association, at large, due to the "highly" prejudicial nature of the instant appeal, who proved her case, and was denied request for "Equal protection," and "due process of law," where to otherwise grant relief entitled by the fact and law would be "highly prejudicial to alleged-respondent traceable their own acts

that wrongfully displaced alleged-respondent's neglect and also, the neglect of the entire officers of the court upon Appellant, Pro se, and , exacerbated by denial of Appellant's Pro se requests for equitable relief, raised before this Court of Appeals, without "personal" jurisdiction, for lack of subject matter" jurisdiction, pursuant to S.C. Rule 60 (b) (4), which follow the "S.C. Law of void," and the "Doctrine of "unclean hands," Res judicata; and

B. Vacating void September 10th, 2012, trial court order denying emergency Pro se motion for equitable estoppel relief, for lack of "subject matter" jurisdiction, pursuant to S.C. Rule 60 (b) (4) due process standards, Res judicata; and

C. Vacating void July 9th, 2012, trial court order that denied emergency Pro se S.C. Rule 60 (b) motion for show cause order relief, for lack of "subject matter" jurisdiction, pursuant to S.C. Rule 60 (b) (4) due process standards, Res judicata; and

D. Vacating void February 1st, 2012, trial court order of Default Judgment for Foreclosure and Sale, for lack of "subject matter" jurisdiction, pursuant to S.C. Rule 60 (b) (4) due process standards, Res judicata; and

E. Setting void March 5th, 2012, Referee's Sale aside, for lack of "subject matter" jurisdiction, pursuant to S.C. Rule 60 (b) (4) due process standards, Res judicata; and

F. Enter Ordering and Dismissal of the trial Court Case No. 2011-CP-28-0981, CitiMortgage Inc., v. Ellen R. Springer, with prejudice, without recourse therefrom, pursuant to Fraud & Collusion, coercion, intimidation, interference, "Misrepresentation fraud" Rule 60 (b) (4) statute that vacate void orders without discretion, for lack of "subject matter" jurisdiction, pursuant to S.C. Rule 60 (b) (4) due process standards, Res judicata; and

G. For Order vacating said orders for lack of "subject matter" jurisdiction, upon newly discovered evidence that (1) CitiMortgage, Inc., was culpable for "unfair" "loan service practices," "misrepresentation fraud based-Petition," and was culpable for being found a Trespass in Law, that offended statutory safeguards that blocked the threshold to the

jurisdiction gate of the trial court's jurisdiction power and authority to review a "misrepresentation fraud based foreclosure complaint of loan contract mortgage note default that never existed, **Ab initio**, and was culpable for "unclean" hands and "purely private void acts," that violated the rights of the "inanimate" S.C. Constitutional Kershaw County Court of Common Plea Trial Court, the rights of the "Inanimate" S.C. Constitutional Court of Appeals," and the rights of Appellant-Defendant-Ellen R. Springer, **Pro se**, with "Clean hands" that "did absolutely no wrong," in the instant "arbitrary" and "caprice" judicial proceedings, held herein to date, that was an abuse of the judicial process and a miscarriage and mockery of justice within the meaning of equal protection clause to the Fourth Amendment to the United States Constitution followed by all States, that amounted to Rico thievery De Facto Taking of Property address-18 Arlington Drive, Lugoff, S.C., that must be rejected by this court without discretionary power that must vacate said void orders on solely for lack of "subject matter" jurisdiction to do otherwise, Res judicata; and

H. Vacating **void** Title and Deed to 18 Arlington Drive, Lugoff, S.C. held by the unclean hands that could not be held by the "unclean hands" of alleged respondent-CitiMortgage, Inc., who did all wrong, **Ab initio**, and was "unjustly enriched and rewarded" in the instant proceedings, pursuant to the "doctrine" of "unclean hands," **Res judicata**; and

I. Granting Appellant-Ellen R. Springer, Pro se, relief "In limine," that, inter alia, "Reseed" Title and Deed 18 Arlington Drive, Lugoff, S.C. vested back unto the "clean hands" of its rightful owner, Appellant-Defendant-Ellen R. Springer, **Pro se**, "who did absolutely no wrong, with prejudice and without recourse therefrom, and

J. Granting Sanction Order against Respondent, their attorney agents, and their loan service agents, for the culpability for "unclean hands" and "unfair activities," that injured the right of the "inanimate" "S.C. Constitution kershaw County Court of Common Plea Trial court" and that injured the rights of the "inanimate" "S.C. Constitutional Court of Appeals, and that ultimately injured the rights of the "animate" "Ellen R. Springer," Appellant, **Pro se**, in the instant proceeding, that attach a fact find, rational and conclusion of law to such effect, and, that reserve right of Ellen R. Springer, Appellant, **Pro se**, to bring further claim for damages, and

K. Granting such other, further, equitable, prudent, relief, controlled by the facts and the law, and the merits of the conduct, that, as to this court may seem just, in the best served interest of justice, equal protection, due process of law, and the public interest at large, found similarly situated, and affected by the unadulterated results of the instant judicial proceeding that conclude the the course of the instant Doctrine of Estoppel, "QUEST FOR THE TRUTH," for Good Cause Shown, on its face and in fact, Res judicata.

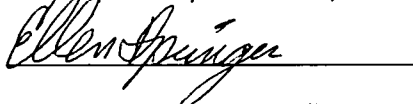
DECLARATION

I, Ellen R. {RUTH} Springer, with "clean hands" that did absolutely no wrong, do, HEREBY, DECLARE, under penalties and pains of perjury, known to the Constitution of the United States of America, followed by, the Constitution of the State of South Carolina, and, can testify that all of the aforementioned statements, prevalent to the instant Motion for order to Vacate Void December 11th, 2013, order, inter alia, are true, partly from my own personal knowledge, and belief thereof, and upon the documented evidence to the case, and all the proceedings hade herein to date that were arbitrary and caprice and a miscarriage and mockery of justice, that, thereby, gave vitality to the instant complaint of void order/judgment, Res judicata.

Dated: January 24th, 2014

Jamaica, New York.

Respectfully submitted,

A handwritten signature in cursive script that reads "Ellen Springer". The signature is written in black ink and is positioned above a horizontal line.

Mrs. Ellen R. Springer, Appellant, Pro se

cc: Attorney for Respondent

Nelson, Mullen, Riley and Scarborough

1320 Main Street

Columbia, S.S. 29201

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM KERSHAW COUNTY
Master-in-Equity
The Honorable Jeffery M. Tzerman

Case No. 2011-CP-28-0981

Appellant Case No. 2012-212971

CitiMortgage, Inc. Respondent,

v.

Ellen R. Springer, Appellant.

E.R.S. EMERGENCY WRIT FOR MOTION FOR ORDER, PURSUANT TO S.C. RULE 60 (b) (4), NEWLY DISCOVERED EVIDENCE: REQUESTING AN ORDER: (1) VACATING VOID DECEMBER 11TH, 2013 ORDER THAT DENIED RELIEF TO PRECLUDE VOID SUBJECT MATTER ATTACHED TO ALLEGED RESPONDENT'S REPLY BRIEF AND DESIGNATED MATTER; (2) VACATING VOID SEPTEMBER 10TH, 2012, TRIAL COURT ORDER DENYING EMERGENCY PRO SE MOTION FOR EQUITABLE ESTOPPEL RELIEF; (3) VACATING VOID JULY 9TH, 2012, TRIAL COURT ORDER DENYING EMERGENCY PRO SE S.C. RULE 60 (b) SHOW CAUSE ORDER MOTION FOR RELIEF; (4) VACATING DEFAULT JUDGMENT FOR FORECLOSURE AND SALE; (5) SEETING REFEREE'S SALE ASIDE; (6) ORDERING DISMISSAL OF THE CASE PURSUANT TO FRAUD & COLLUSION MISREPRESENTATION STATUTE S.C. RULE 60 (b) AND ANY OTHER REASON...; (7) AND FOR SUCH THER FURTHER RELIEFS; (8) LACK OF SUBJECT MATTER JURISDICTION; (9) LACK OF IN PERSONA JURISDICTION; (10) LACK OF PERSONAL JURISDICTION; (11) DE FACTO TAKING; (12) DOCTRINE OF UNCLEAN HANDS: PROPERTY ADDRESS: 18 ARLINGTON DRIVE, LUGOFF, S.C., APPELLANT, PRO SE.

SUPPORTING AFFIRMATION BY APPELLANT-ELLENR. SPRINGER, PRO SE.

I, Ellen R. {RUTH} Springer, duly affirm upon penalties and pains of perjury, known to he Constitution of the State of South Carolina, and the United States Constitution of America, hereby states that if called to tesify in this matter, I could and would testify to the folowing to the best of my personal knowledge:

1. That I am the purported Appellant in CitiMortgage v. Ellen R. Springer, et al, Case No. 2011-CP-28-0981, and, that I am a Female, natural born, Elderly, U.S., Senior

Citizen, and ordinary, unsophisticated borrower, and holding "primary" residency in the State of South Carolina, my place of birth rights, while simultaneously holding "secondary" residency in the State of New York, where, since 1958, I have conducted my business and livelihood.

2. That I have never been served with a copy of summons and complaint for Petition for "Loan contract mortgage note default" foreclosure complaint instrument which was valid, **Res judicata**.
3. That no valid summons and complaint instrument ever existed, known to the trial court and or this court of appeals.
4. That I have never been served with a copy of Petition for "Loan contract mortgage note default" foreclosure complaint instrument which was valid.
5. That no valid Petition for "loan contract mortgage note default" ever existed.
6. That the record presented to Appellant Case No. 2012-212971, and the record of Case No. 2011-CP-28-0981, are identical, **Res judicata**.
7. That, on or about January 1st, 1990, I did enter into loan contract mortgage note agreement with "C & S" Mortgages, inc., and did put up my home as lawful consideration in exchange.
8. That I do not conceded that "C & S" Mortgage put up lawful consideration, in exchange for my "Personal" "Note," and do not know that "C & S" upheld their side of the bargain, due to the nature inherent to standard Banking Practices, known to his court.
9. That, from February 1st, 1990 thru February 1st, 2011, I remitted scheduled, timely, installments, in the amount of \$746.00's per month, without a blemish, and upheld by side of the bargain.
10. That, on or about February 1st, 2009, the responent's loan service agents misrepresented that I missed one (1) installment for November 1st, 2008, and that all subsequent timely received installments were deficient, and, therefore, that I was in

default.

11. That validation of cancelled check reduced said representation unto a misrepresentaion
12. That, thereafter, said agents demonstrated unclean hands that changed sides.
13. That, said agents, thereafter, represented that August 1st, 2008, installment was deliquent. As would have it, I was unable to retain copy of such cancelled check.
14. That, from March 1st, 2009 thru February 1st, 2010, I entered into, and satisfied twelve (12) month terms that attached to "forbearance" agreement, with equitable conduct that remitted \$1,500.00's per month, in a timely fashion, to cure the "One missed" installment, which totalled \$18,000.00's in sum.
15. That, on March 1st, 2010, the representation that i was, some how, responsible for respondent's unresolved \$4,000.00 attorney fee, relevant to the forbearance agreement was an "unfair attack."
16. That, from April 1st, 2010, thru May 1st, 2011, I entered into, and satisfied, yet, another twelve (12) month term forbearance agreement, that remitted \$1,500.00's per month, in a timely fashion, to cure, which now totalled \$36,000.00's in sum.
17. That, on or about June 1st, 2011, said agents purported that I was, again, responsible for deliquent attorney fees in the amount of \$4,000.00's, which was "misrepresentation fraud based" and void for lack of due process.
18. That on June 1st, 2011, I disobeyed a void act, Res judicata. No one could be punished for disobeying a void act.
19. That on August 31, 2011, I had clean hands and equitable conduct that, entered into an attorney client agreement with a New York Attorney, within the domains of my secondary residency to resolve the conflict in interest.
20. That from August 31st, 2011, thru February 6th, 2012, said New York Attorney had "Unclean hands" and "unfair attorney practice services" that injured me in the instant

proceedings.

21. That from June, 1st 2011, thru February 1st, 2012, alleged respondent's "unfair" "Loan service agents" had "Unclean hands" and "unfair" "Loan service practices" that injured me in the instant proceedings.
22. That, from on or about November 1st, 2011, thru, February 1st, 2012, alleged respondent's "unfair" "attorney Law office agent" had "unclean hands" and "unfair attorney service practices" that injured me in the instant proceedings.
23. That pursuant to F.R.C.P. [PLEADINGS] it was well established consitutional law that: "The petition required to put the court in motion and give it jurisdiction must be in conformity with the statute granting the right and must show all the facts necessary to authorize it to act, i.e., it must contain all the statments which the statute says the petition shall state, and, if the petition fails to contain all of these essential elements the court is without jurisdiction," **Res judicata**.
24. That I, Ellen R. Springer, Appellant-Defendant, **Pro se**, has at all times believed and asserted that no court in Case No. 2012-212971, and Case No. 2011-CP-28-0981, had any subject matter jurisdiction in the case, **Res judicata**.
25. That I, Ellen R. Springer, Appellant-Defendant, **Pro se**, at all times, has denied that any judge in Case No. 2012-212971, and Case No. 2011-CP-28-0981, had any subject matter jurisdiction in the case, **Res judicata**.
26. That the documented evidence assisted to prove that, on July 9th, 2012, I, Ellen R. Springer, Appellant-Defendant, **Pro se**, brought S.C. Rule 60 (b) emergency Pro se motion for show cause order and demanded that alleged-respondent-CitiMortgage, Inc., provide the trial hearing court with a valid petition in order to uphold their side of the bargain, **Res judicata**.
27. That the documented evidence assisted me to prove that, alleged Respondent-CitiMortgage, Inc., has never produced a copy of a valid petition filed in Case No. 2011-CP-28-0981, **Res judicata**.

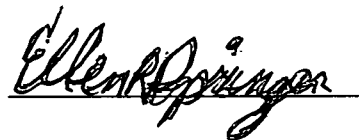
28. That all orders and judgments rendered in Case No. 2011-CP-28-0981, were **void, Ab initio, Res judicata.**
29. That, alleged-Respondent's appeal attorney and or their predecessor trial court attorney has never denied that a "misrepresentation fraud based-petition" was attached to the record of Case No. 2011-CP-28-0981, Res judicata.
30. That the documented evidence assisted to prove that Respondent's appeal attorney and or their predecessor trial attorney's own act that changed side and used the procedures of the court to win the case, thereby, conceded that a "misrepresentation fraud-petition" was attached to the record of Case No. 2011-CP-28-0981, on its face and **in fact, Res judicata.**
31. That, alleged-Respondent never contested the issue that a petition which was valid was never filed in Case No. 2011-CP-28-0981 trial court action, **Res judicata.**
32. That I have no recollection of any kind, oral, or written, wherein I agreed that a valid Petition was ever filed in Case No. 2011-CP-28-0981 trial case.
33. That the failure of alleged-Respondent-CitiMortgage, Inc., to furnish a valid loan contract mortgage note default foreclosure complaint instrument does not comply with their duty to maintain the burden of their proving by requisite facts to give the trial court and or this S.C. Court of Appeals, "in persona" and "subject matter" jurisdiction.

DECLARATION

I, Ellen R. {RUTH} Springer, with clean hands that did absolutely no wrong, do, HEREBY, DECLARE, under penalties and pains of perjury, known to the Constitution of the United States of America, followed by, the Constitution of the State of South Carolina, and, can testify that all of the aforementioned statements, prevalent to the attached Motion for order vacating void December 11, 2013, Order, inter alia, are true, partly from my own personal knowledge, and belief thereof, that, thereby, gave vitality to the instant S.C. Rule 60 (b) (4) complaint of void order/judgment, **Res judicata.**

FURTHER AFFIANT SAYETH NAUGHT.

Dated: September 22nd, 2014

A handwritten signature in black ink that reads "Ellen Springer". The signature is written in a cursive style and is positioned above a horizontal line.

Ellen R. Springer

cc: Attorney for alleged Respondent

The Law office of Nelson, Mullen, Riley & Scarborough

1320 Main Street, Columbia, S.C. 29201

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM KERSHAW COUNTY
Master-in-Equity
The Honorable Jeffery M. Tzerman

Case No. 2011-CP-28-0981

Appellant Case No. 2012-212971

CitiMortgage, Inc. Respondent,

v.

Ellen R. Springer, Appellant.

E.R.S. EMERGENCY WRIT FOR MOTION FOR ORDER, PURSUANT TO S.C. RULE 60 (b) (4), NEWLY DISCOVERED EVIDENCE: REQUESTING AN ORDER: (1) VACATING VOID DECEMBER 11TH, 2013 ORDER THAT DENIED RELIEF TO PRECLUDE VOID SUBJECT MATTER ATTACHED TO ALLEGED RESPONDENT'S REPLY BRIEF AND DESIGNATED MATTER; (2) VACATING VOID SEPTEMBER 10TH, 2012, TRIAL COURT ORDER DENYING EMERGENCY PRO SE MOTION FOR EQUITABLE ESTOPPEL RELIEF; (3) VACATING VOID JULY 9TH, 2012, TRIAL COURT ORDER DENYING EMERGENCY PRO SE S.C. RULE 60 (b) SHOW CAUSE ORDER MOTION FOR RELIEF; (4) VACATING DEFAULT JUDGMENT FOR FORECLOSURE AND SALE; (5) SETTING REFEREE'S SALE ASIDE; (6) ORDERING DISMISSAL OF THE CASE PURSUANT TO FRAUD & COLLUSION MISREPRESENTATION STATUTE S.C. RULE 60 (b) AND ANY OTHER REASON...; (7) AND FOR SUCH THER FURTHER RELIEFS; (8) LACK OF SUBJECT MATTER JURISDICTION; (9) LACK OF IN PERSONA JURISDICTION; (10) LACK OF PERSONAL JURISDICTION; (11) DE FACTO TAKING; (12) DOCTRINE OF UNCLEAN HANDS: PROPERTY ADDRESS: 18 ARLINGTON DRIVE, LUGOFF, S.C., APPELLANT, **PRO SE**.

MEMORANDUM OF POINTS

The elements of "fraud claims" and "collusion claim" under South Carolina Law are as follows:

- (1) Respondent made a representation as to a material fact;
- (2) such representaiion was false;
- (3) Respondent intended to deceive Appellant;
- (4) Appellant believed and jusfiably relied upon the statement and was induced by it to engage in a certain course of conduct;
- (5) as a result of such reliance defendant sustained pecuniary loss.

COLLUSION ON THE PART OF RESPONDENT & NON-PARTIES

1. That, on or about November 1st, 2011, at the foreclosure complaint filing point, the **ROGERS, TOWNSEND, THOMAS FIRM'S** Summons and Complaint statement made a representation as to a material fact.
2. That the **ROGERS, TOWNSEND, THOMAS FIRM'S** beared a "legal" duty and "moral" obligation, to provide the trial court with a "misrepresentation fraud free" Summons and Complaint statement (F.R.C.P.)
3. The **ROGERS, TOWNSEND, THOMAS FIRM** represented **CITIMORTGAGE LOAN SERVICE COMPANY, INC.**, and for **CITIMORTGAGE, INC.**, and bear the burden of provding the trial court with "valid" "subject matter" jurisdiction, conferred by "valid" "petition" that conferred "valid" foreclosure complaint of loan contract mortgage note default, for adjudication, ab initio matter."
4. The trial court wanted the "Two-Halves" of "Subject matter" and "in persona," without which, said trial court otherwise the judicial machinery of the Inanimate Consitutional Court of Jurisdiction Review, lacked jurisdiction review power and authority to move, Ab initio, and all that followed would otherwise have been a **void** Procedural Nullity for lack of "sole," **Ab initio**.
5. That the trial court wanted a "valid" "statement," and wanted à "Valid Petitioin," and wanted a "Valid Loan Contract Mortgage Note Default that injured **CITIMORTGAGE, INC.**, outside court, traceabe to acts of **APPELLANT** that warranted judicial intervention.
6. That the trial court wanted **CITIMORTGAGE, INC., ACTOR AGENTS** to confer "valid" "subject matter" Jurisdiction.
7. The trial court wanted to assure itself that the moving party possessed standing to bring suit, Ab initio, and that jurisdiction requirements were satisfied, Ab initio.
8. The trial court did not want to impinge upon **APPELLANT's** "Guaranteed," Federal "Protected" Consitutional "Right" to be "Free" from judicial proceedings of an "Arbitrary," "Caprice," "Nature," and did not want to "Abuse" of the judicial process, and also, did not want to **void** rights of the judicial machinery of the "Inanimate" Consitutional Court of jurisdiction to Summon of the Free People to appear.
9. That the Inanimate trial court wanted to assure Equal protection akin to the Due

- process Clause attached to the Fourteenth Amendment to the United States Constitution.
10. That on or about November 1st, 2011, the trial court "substantially" relied upon and believed the "presumption" that **ROGERS, TOWNSEND, THOMAS FIRM'S** Summons and Complaint statement was "misrepresentation fraud free," pursuant to F.R.C.P. (pleadings,...).
 11. That said trial court substantially relied upon and believed the "Presumption," that, said statement was surrendered upon Public "Attorney affirmation of oath," as an "**OFFICER OF THE UNIFIED COURT SYSTEM**" and "looked perpendicular," at first glance.
 12. That the trial court actions and jurisdiction justifiably relied upon the **ROGERS, TOWNSEND, THOMAS FIRM'S** Summons and Complaint statement, and, therefore, was led to believe that **ROGERS, TOWNSEND, THOMAS FIRM'S** Summons and Complaint statement was "misrepresentation fraud free."
 13. That the trial court's action and jurisdiction was induced by **ROGERS, TOWNSEND, THOMAS FIRM'S** Summons and Complaint statement and affixed representation of material fact of injury, and, therefrom, did engage in a certain course of conduct.
 14. That the trial court wanted a "valid" statement to have exist, Ab initio.
 15. That the trial court wanted a "valid" Petition to have exist, Ab initio.
 16. That the trial court wanted a "valid" loan contract mortgage note default," to have existed, Ab initio.
 17. That, on or about November 1st, 2011, the trial court wanted a to know that a "valid" "subject matter" jurisdiction was conferred by the party claiming that "subject matter" Jurisdiction existed, without which, no "valid" "in persona" jurisdiction existed, Ab initio.
 18. That on February 1st, 2012, the **HON. MASTER IN EQUITY, JEFFERY M. TZERMAN, J.**, presided over the foreclosure trial hearing proceeding, as "**OFFICER OF THE COURT, JURY, and Executioner**."
 19. That on February 1st, 2012, the foreclosure trial hearing court only saw the **ROGERS, TOWNSEND, THOMAS FIRM**.
 20. That the trial court did not see a **COMPETENT FACT WITNESS** for **CITIMORTGAGE, INC.**, and "inanimately" was denied "in persona" jurisdiction, validated by the "**JUDICIAL**

- ROLL,"** on its face and **in fact**.
21. That, the trial court did not see **APPELLANT-DEFENDANT-ELLEN R. SPRINGER, PRO SE**.
 22. That the trial court wanted **COMPETENT FACT WITNESS**, and wanted to **APPELLANT-DEFENDANT-ELLEN R. SPRINGER, PRO SE** and was denied "In persona" jurisdiction.
 23. The trial court wanted **APPELLANT-DEFENDANT-ELLEN R. SPRINGER, PRO SE**.
 24. That **APPELLANT-DEFENDANT-ELLEN R. SPRINGER, PRO SE** wanted to attend but was subdued, from August 31st, 2011, thru February 1st, 2012, by "Predatory (unfair) Defense Attorney Servicing Practices, by a New York Attorney, in the domains of her Secondary residence, that setout to protect appellant from "validated" injuries sustained outsid court traceable to "**UNFAIR**" (predatory) **LOAN CONTRACT MORTGAGE NOTE SERVICING PRACTICES.**"
 25. That the **LAW OFFICE OF DAVID M. GREEN, ESQ.**, assisted **CITIMORTGAGE, INC.**, intertst and, otherwise, steared **APPELLANT** away from the trial court without ever showing here invention.
 26. That said New York attorney otherwise, assisted "**UNFAIR**" (predatory) **LOAN CONTRACT MORTGAGE NOTE SERVICING PRACTICES,**" to have their way in court against **APPELLANT-DEFENDANT-ELLEN R. SPRINGER, PRO SE**, and reaped with "foul play."
 27. That the trial court wanted to known that, on June 1st, 2011, **APPELLANT-DEFENDANT-ELLEN R. SPRINGER, PRO SE** was the real injured party outside court by virtue of "Predatory (unfair) loan contract mortgage note servicing Practices.
 28. The trial court wanted to known that **CITIMORTGAGE, INC.**, was a **NON-INJURED PARTY** to the action.
 29. That the trial court wanted to know that **CITIMORTGAGE, INC., LOAN SERVICE ACTOR AGENTS** were culpable injuring **APPELLANT-DEFENDANT-ELLEN R. SPRINGER, PRO SE**, outside court, prior to the November 1st, 2011, Summon and Complaint statement filing point.
 30. That the trial court wanted to known that, on August 31st, 2011, were it not for improper conduct by **CITIMORTGAGE, INC., LOAN SERVICE ACTOR AGENTS** that **APPELLANT-DEFENDANT-ELLEN R. SPRINGER, PRO SE**, would not have been induced and, otherwise, woul not have entered into attorney client agreement with **THE NEW**

YORK LAW OFFICE OF DAVID M. GREEN, ESQ., Hempstead, N.Y., to resolve the above stated conflict in interest, existing prior to the November 1st, 2011; complaint filing point.

31. that the trial court wanted to know that, from August 31st, 2011 thru February 1st, 2012, **APPELLANT-DEFENDANT-ELLEN R. SPRINGER, PRO SE**, resided at her secondary residence in the state of New York, where she conducted her business and livelihood since 1958, while concurrently holding "Primary residency" in the State of South Carolina and place of her birth rights tracing back to 1934.
32. That the trial court wanted to know that, for this reason, attorney client agreement entered into with **THE NEW YORK LAW OFFICE OF DAVID M. GREEN, ESQ.**, was lawful, upon the ground that **CITIMORTGAGE, INC.**, was a Corporate Entity, Chartered to do business in Multiple States.
33. That the trial court wanted to know that, from August 31st, 2012, said New York Attorney was an **OFFICER OF THE UNIFIED COURT SYSTEM**, with "improper" conduct, "inconsistent" position and "Unclean" hands, inherent to the "Predatory (unfair nature" of the foreclosure arena courts of jurisdictions, at large.
34. That the trial court wanted to know that improper conduct, occurring outside court, conspired, collusion, and interfered, and aided **CITIMORTGAGE, INC.** interest and not the client's interest, and, on this point, stopped appellant from getting at the truth and steered Appellant away from the "Inanimate" **S.C. CONSTITUTIONAL JURISDICTION KERSHAW COUNTY COURT OF COMMON PLEAS TRIAL PART**, without ever showing the **INVENTION** to wit: **ROGERS, TOWNSEND, THOMAS FIRM'S** Summons and Complaint statement of representation of material fact of injur was "misrepresentation fraud based-contraband."
35. That the trial court wanted to know that the **ROGERS, TOWNSEND, THOMAS FIRM'S** Summons and Complaint statement was "invalid."
36. That on February 1st, 2012, the trial court was induced by the **ROGERS, TOWNSEND, THOMAS FIRM'S** Summons and Complaint statement and engaged in a certain course of conduct that resulted in granting of default judgment foreclosure and sale rendered to **ROGERS, TOWNSEND, THOMAS FIRM** for Respondent **CITIMORTGAGE, INC.**
37. That on or about February 7th, 2012, **APPELLANT** contacted the trial court, and,

- imputed knowledge to the trial court clerk of the "merits" of the conduct above stated, which was imputed to the knowledge of trial court judge who, on or about February 12th, 2012, returned phone call to APPELLANT.
38. That, at that point, the trial court was armed with "Emergency" "NOTICE OF INTENT" to filed S.C. RULE 60 (b) SHOW CAUSE RELIEF MOTION FOR ORDER (a) vacating void judgment foreclosure and sale, and, (b) Dismissal of Petition, with prejudice, without recourse therefrom.
 39. That on or about February 12th, 2012, the trial court possessed direct knowledge of the "existence" of a valid **Bona fide Prima fascia Pro se** Civil Senior Civil Citizen's Complaint case showing, that, inter alia, the **ROGERS, TOWNSEND, THOMAS FIRM'S** Summons and Complaint statement was "misrepresentation fraud based."
 40. That, on or about February 12th, 2012, the trial court possessed direct knowledge of the presumption that, CitiMortgage Inc., v. Ellen R. Springer, Et al, Trial court Case No. 2011-CP-28-0981 was void, on its face and in fact, for lack of "valid" "subject matter" jurisdiction.
 41. That on February 12th, 2012, the trial court wanted to know that ROGERS, TOWNSEND, THOMAS Summons and Complaint statement representation of material fact of injury was "misrepresentation fraud free."
 42. That on said date said trial court wanted to assure the court that the moving party possessed "valid" standing to bring suit, Ab initio.
 43. That on said date, the trial court wanted to assure itself that **ROGERS, TOWNSEND, THOMAS FIRM'S** Summons and Complaint statement conferred "valid" "subject matter" jurisdiction upon the trial court in order to validate execution of "judgment foreclosure and sale," as a matter of Equal protection and Due process of law.
 44. That, on or about February 12th, 2012, the trial court had constructive "subject matter" jurisdiction over the INVENTION.
 45. That, on or about February 12th, 2012, the trial court had constructive "subject matter" jurisdiction over NEWLY DISCOVERED EVIDENCE of sham pleadings, improper conduct, "unclean hands," purely private act," lack of "Subject matter" jurisdiction, inter alia, Res judicata, pursuant to S.C. Rule 60 (b) (fraud, and any other reason...).
 46. That, notwithstanding, on March 5th, 2012, the Hon. Master In Equity, appeared as the

- "inanimate" Consitutional State of South Carolina, Kershaw County, Court of Common Pleas State Auction Referee.
47. That on March 5th, 2012, the **HON. MASTER IN EQUITY, JEFFER M. TZERMAN** appeared as **S.C. STATE AUCTION REFEREE**, and, therefrom, conducted the proceeding.
 48. That on March 5th, 2012, **ROGERS, TOWNSEND, THOMAS FIRM** appeared for **CITIMORTGAGE, INC.** and **CITIMORTGAGE, INC., LOAN SERVICE AGENCY** interest that injured **APPELLANT-DEFENDANT-ELLEN R. SPRINGER** outside court, Ab initio.
 49. That on March 5th, 2012, "inanimate" **S.C. STATE AUCTION REFEREE**, inter alia, did failed to assure itself that **ROGERS, TOWNSEND, THOMAS FIRM's** Summons and Complaint statement of material fact of injury conferred "valid" "subject matter" jurisdiction upon the trial court, Ab initio.
 50. That on March 5th, 2012, the "**INANIMATE**" **S.C. STATE AUCTION REFEREE** failed to assure itself that the moving party possessed standing to bring suit, Ab initio.
 51. That on March 5th, 2012, "**INANIMATE**" **S.C. STATE AUCTION REFEREE** was disconnected the "**INANIMATE**" **MASTER IN EQUITY, HON. JEFFERY T. ZERMAN, J.**'s own personal knowledge of the "subject matter" attached to the February 12th, 2012, "phone conversation" above mentioned and, also, its own constructive Possession of "NOTICE OF INTENT" by APPELLANT, to file upcoming Emergency Pro se Rule 60 (b) Emergency Pro Se Show Cause Order Motion Reliefs, only just two (2) weeks following the point of occurrence.
 52. That on March 5th, 2012, the sale went forward.
 53. That on or about March 6th, 2012 (exhibit-C) correspondence had between APPELLANT and **CITIMORTGAGE, INC., ACTOR AGENTS** armed said agents with "constructive" knowledge and possession of the **INVENTION**, just four (4) months subsequent to filing of the **ROGERS, TOWNSEND, THOMAS FIRM's** Summons and Complaint statement, and within the "one" (1) year limit of S.C. Rule 60 (b) (fraud, and any other reason....) due process requirement standards set out by the unambiguous "Black letter law."
 54. That **CITIMORTGAGE, INC., ACTOR AGENTS, AND OTHER NON PARTIES TO THE ACTION** clearly demonstrated "unfair," "partial," "imprudent," "inequitable," "bias" towards **APPELLANT**.
 55. That on June 4th, 2012, pursuant to S.C. Rule 60 (b) (fraud petition; fraud

misrepresentation based foreclosure complaint petition for loan contract mortgage note default that never existed; Fraud petition proffered on the court; presence of a TRESPASSER in Law; presence of void jurisdiction; invalid proof of holder in due course due to facially void loan documents that failed to satisfy F.R.C.P. and warranted discovery of the original loan documents to establish valid proof of claim and presence of holder in due course and owner of a lawful claim and lawful debt, with lawful consideration conveyed in exchange for **APPELLANT'S** loan contract mortgage note, **Ab initio**; and any other reason...), due process standard requirements, APPELLANT did file her "infamous" Emergency **Pro se** Show Cause Reliefs Motion seeking Order (a) vacating judgment foreclosure sale; (b) setting Referee sale aside; (c) Dismissal of Petition with prejudice and without recourse therefrom; (d) and such other related relief that restore **APPELLANT-DEFENDANT-ELLEN R. SPRINGER, PRO SE, WITH CLEAN HANDS THAT DID NO WRONG**, back unto her previous state enjoyed prior to the due process intrusion; for lack of "subject matter;" lack of "in persona" jurisdiction; presence of sham pleadings; improper conduct; "unclean hands;" "purely private acts;" "not found under color of law" "by parties to the action and non-parties to the action," which was **prima facia and bona fide**, in nature, sustained by documented evidence, that sustained the the complaint, without need for hearing, on its face and **in fact, Res judicata**.

56. That on September 25th and November 10th, 2012, and, thereafter, thru December 13th, 2012, the "INANIMATE" "S.C. COURT OF APPEALS" lacked "subject matter" jurisdiction; and lacked "in persona" jurisdiction, without which, this court only possessed "limited" "personal" jurisdiction to grant relief in favor of **APPELLANT, PRO SE** against **CITIMORTGAGE, INC.**, sustained by the unadulterated facts as follows:
57. That CitiMortgage Inc., v. Ellen R. Springer, Et al, Appellant Case No. 2012-212971, record wanted the **ROGERS, TOWNSEND, THOMAS FIRM's** Summons and Complaint statement representation of material fact of injury, and failed to sustain evidence of a "valid" Petition; a "valid" injury; a "valid" respondent;" a "valid" September 10th, 2012, trial court denial order of Emergency Pro se motion for Equitable Estoppel reliefs; a "valid" July 9th, 2012, trial court denial order of Emergency Pro se S.C. Rule 60 (b) request for emergency show cause order relief, referenced above.
58. That CitiMortgage, Inc. v. Ellen R. Springer, et al, trial court Case No. 2011-CP-28-0981,

documented evidence failed to attach the **ROGERS, TOWNSEND, THOMAS FIRM'S**, Summons and Complaint Statement affixed to CitiMortgage Inc., v. Ellen R. Springer, Et al, Appellant Case No. 2012-212971, and denied the S.C. COURT OF APPEALS "subject matter" jurisdiction, formerly enjoyed, and, on this point, limited" jurisdiction to the appeal process to "personal jurisdiction" to grant relief to APPELLANT, PRO SE, against CITIMORTGAGE, Inter alia, **Ab initio**.

59. That on July 9th, 2012, Trial Court CitiMortgage, Inc. v. Ellen R. Springer, et al, trial court Case No. 2011-CP-28-0981, was disconnected from the **ROGERS, TOWNSEND, THOMAS FIRM'S**, Summons and Complaint Statement.
60. That on July 9th, 2012, APPELLANT'S Bona fide, prima fascia showing rebutted the presumption of the legal sufficiency of the **ROGERS, TOWNSEND, THOMAS FIRM'S**, Summons and Complaint Statement of representation of material fact, on its face and in fact, Res judicata.
61. That on July 9th, 2012, "misrepresentation fraud based-**ROGERS, TOWNSEND, THOMAS FIRM'S** Summons and Complaint statement of material fact of injury," appeared "out of thin air," witnessed by the HON. MASTER IN EQUITY, HON. JEFFERY M. TZERMAN, J. and **ROGERS, TOWNSEND, AND THOMAS FIRM**.
62. That, APPELLANT, PRO SE, strongly suggests that, on July 9th, 2012, the **ROGERS, TOWNSEND, AND THOMAS FIRM** failed to represent the Summons and Complaint statement of material facts of injury; and failed to hurdle over the prima fascia rebuttal; and failed to sustain the client's prima fascia burden of proof; and, defaulted on the client's obligation and denied the trial court "subject matter" jurisdiction formerly enjoyed, upon the simple "major material fact," that, no "valid" statement ever existed; no "valid" petition ever existed; and that no "valid" loan contract mortgage note default, ever existed.
63. That on July 9th, 2012, the trial court Witnessed the **ROGERS, TOWNSEND, THOMAS FIRM's** "inconsistent" position; "inability" to stand on the statement formerly relied upon, that, thereafter, changed sides and proceeded to offend the "Doctrine of Fraud on the court," to procure false jurisdiction, to win the case, simply in order to leave an infirm order undisturbed, that defunct the premise of right to fundamental fairness of the emergency show cause proceeding and, on this point, stopped the jurisdiction and

- action of the trial court from granting **APPELLANT-DEFENDANT, PRO SE**, relief, for lack of "subject matter," jurisdiction.
64. That the simple fact of the matter was that, on July 9th, 2012, the **ROGERS, TOWNSEND, THOMAS FIRM** failed to confer the requisite "subject matter" jurisdiction upon the trial court.
 65. That, more importantly, the FIRM'S performance before the trial court made the client's hands unclean and with them they could not hold the "pristine" remedy at law, pursuant to the "Doctrine of Unclean hands," Res judicata.
 66. That, on "Re-cap," the ROGERS, TOWNSEND, THOMAS FIRM failed to establish the client's prima facie burden of proof.
 67. That the ROGERS, TOWNSEND, THOMAS FIRM defaulted on their own client's obligation, and demonstrated improper conduct, "unclean hands," purely private void act, and deficient performance, that (a) failed to conform to the facts; (b) failed to follow protocol; (c) failed to recuse for possession of personal knowledge and involvement; (d) that failed to withdraw "invalid" Petition; (e) that used the procedures of the court to have the client's way at prosecuting an unsubstantiated claim of injury, to win the case, which, failed to provide trial court with "Subject matter" jurisdiction, on its face and in fact, Res judicata.
 68. That said performance constituted "statutory misrepresentation based fraud," perpetrated on the trial court by an **ATTORNEY TRIAL COURT OFFICER**, barred by the "Doctrine of fraud on the court," on its face and in fact, Res judicata.
 69. That on July 9th, 2012, the trial court possessed "limited" jurisdiction to grant relief to **APPELLANT-DEFENDANT, PRO SE**, and the trial court order that otherwise denied Emergency Show Cause relief was void for lack of "subject matter" and "in persona" jurisdiction.
 70. That said trial court denial order constituted "Newly discovered evidence," unknown at the time emergency pro se show cause motion was filed that, if known, would have resulted in a totally different outcome more favorable to **APPELLANT, PRO SE**, with **CLEAN HANDS** that did absolutely no wrong, on its face and in fact, Res judicata.
 71. That the **S.C. COURT OF APPEALS** DECEMBER 11TH, 2013, denial ORDER, and all prior denial ORDERS dating back to November 10th, 2012, unto September 25th, 2012, were

VOID for lack of "subject matter" jurisdiction.

72. That **NEWLY DISCOVERED EVIDENCE**, sustained complaint that parties and non parties to the action were culpable for injuring **APPELLANT** in the entire proceedings held herein to date, traceable to collusion, coercion, intimidation, interference, and conspiracy to deny equal protection of law, that aided and abetted one another, from February 1st, 2009, thru December 11, 2013.
73. That **NEWLY DISCOVERED** sustained prima fascia showing that, the "misrepresentation fraud," which dwelled inside the mind of the "unseen" "Omni present" **UNFAIR CITIMORTGAGE, INC., LOAN SERVICE AGENTS**, that injured **APPELLANT-DEFENDANT- ELLEN R. SPRINGER, PRO SE**, outside court, from February 1st, 2009, thru June 1st, 2011, did also dwell inside the mind of the "in persona" of the **ROGERS, TOWNSEND, THOMAS FIRM**, all along, otherwise, counsel would have withdrawn the void peition.
74. That on on February 12th, March 5th, March 6th, June 4th, July 9th, and September 10th, 2012, the "identical" "misrepresentation fraud" that dwelled inside the mind of the "in persona" of the "unseen" "Omni present" **ROGERS, TOWNSEND, THOMAS FIRM** did did dwell inside the mind of the "in persona" of the **MASTER IN EQUITY, HON. JEFFERY M. TZERMAN, J.**, more importantly, at the March 5th, 2012, sale point, and again on July 9th, and September 10th, 2012, at the denial order "point" of S.C. Rule 60 (b) (fraud, and any other reason) emergency **Pro se** show cause order motion for relief, review point, and, also at the denial order point of emergency **Pro se** motion for equitable estoppel relief, point, **in chief**.
75. That review of respondent's purported subject matter attached to their "REPLY BRIEF and DESIGNATED MATERS" sustained Bona fide prima fascia case showing that the "misrepresentation fraud" that dwelled inside the mind of the "in persona" of the "unforseen" "Omni present" "parties and non-parties to the action, referenced above, inherently dwelled inside the mind of the "in persona" of the **NELSON, MULLEN, RILEY, SCARBOROUGH FIRM**, at the "notice of appearance," filing point; on or about December, 1st, 2012, and throughout at the motion to dismiss filing point, and unto the October 13th, 2013, reply brief filing point.
76. That the judicial roll "validated" bona fide prima fascia showing that from September 24th, 2012, thru November 10th, 2012, no attorney appeared for Respondent before

the clerk of court.

77. That this major material fact was **NEWLY DISCOVERED EVIDENCE** tha the "majestic" opposition that upheld respondent's side of the bargain, and stopped the scale of justice from granting APPELLANT'S PRO SE motions for equitable relief, otherwise, meant that the "in persona" of the S.C. COURT OF APPEALS, and, the "in persona" of the S.C. KERSHAW COUNTY COURT OF COMMON PLEAS, was the "in persona" of the "ILL WILL, MALICE AND CAPRICE," of CITIMORTGAGE, INC., that, that injured APPELLANT, PRO SE, outside court.
78. That, otherwise, on this point, NEWLY DISCOVERED EVIDENCE brought bona fide prima fascia case, Pro se, showing, that, "CITIMORTGAGE, INC. ACTOR AGENT NON-PARTIES TO THE ACTION," existed insied the "S.C. KERSHAW COUNTY COURT OF COMMON PLEAS," and also, existed inside the "S.C. CONSITUTIONAL COURT OF APPEALS."
79. That, on this point, it was fair to say that APPELANT was was injured in the proceedings held herein to date traceable to "inconsistent" position of "officere of the court" that changed sides and used the procedures of the court to pose on the integrity of the instant "QUEST FOR THE TRUTH," derail the intended arrival at the truth, and render the results of the proceeding unreliable as a matter of due process of law, pursuant to well established law.
80. That deficient performance by "unfair" officers of the court, posed as "fair officers of the court," and, did conspire, collusion, interfer, intimidate, and coerced, and stopped the inanimate S.C. Consitution from granting APPELLANT PRO SE, Equal protection and Due process of law, otherwise entitled and provisioned for, under color of the Doctrine of Estoppel, and, S.C. Rule 60 (b) [fraud], and S.C Rule 60 (b) (4) [order void for lack of "subject matter" jurisdiction] laws, inter alia.
81. In conclusion, The ROGERS, TOWNSEND, THOMAS FIRM made a representation as to a marerial fact.
82. That, in conclusion, the **ROGERS, TOWNSEND, THOMAS FIRM** Summons and Complaint representation was proven to have been false, and reason why "subject matter"

jurisdiction was not conferred upon the trial court, inter alia, Res judicata.

83. That **CITIMORTGAGE, INC., UNFAIR LOAN SERVICING PRACTICES** intended to deceive APPELLANT, outside court, from February 1st, 2009, thru June 1st, 2011, and injured APPELLANT.
84. That **CITIMORTGAGE, INC., UNFAIRNESS** induced **ROGERS, TOWNSEND, THOMAS FIRM** and "**UNFAIR ATTORNEY SERVICING PRACTICES**" engaged in certain course of action that intended to deceive APPELLANT, and the **INANIMATE TRIAL COURT**, inside court for the "**UNFAIR**" **CITIMORTGAGE, INC., LOAN SERVICE ACTOR AGENTS** who deceived and, also, injured the **UCC CONTRACT LAW RIGHTS** of APPELLANT, **PRO SE**, outside court.
85. That "**UNFAIR NEW YORK DEFENSE ATTORNEY SERVICING PRACTICES**," was somehow mysteriously induced by "**UNFAIR**" "**PRACTICES**" and engaged in certain course of action that deceived and injured APPELLANT, **PRO SE**, outside court and steered APPELLANT away from the trial court without showing her **INVENTION**, in a manner liken to all the officers of the S.C. Constitutional Court.
86. That "**UNFAIR**" "**OFFICERS OF THE S.C. CONSTITUTION COURTS**" did not rely upon and did not justifiably rely upon the **ROGERS, TOWNSEND, THOMAS FIRM's** Summons and Complaint statement in its rulings and, engaged in certain course of action intended to deceive and deny **APPELLANT-DEFENDANT-BORROWER-ELLEN R. SPRINGER, PRO SE**, "Equal protection" and "Due process of law," inside court, otherwise, because "it would be highly prejudicial to respondent" were the courts to conform to the facts, follow the law and grant emergency relief to **APPELLANT-DEFENDANT-ELLEN R. SPRINGER, PRO SE**, with **CLEAN HANDS** that did absolutely no wrong, entitled upon the facts, pursuant to, the Doctrine of Estoppel; the Doctrine of "unclean" hands; S.C. Constitutional law; S.C. Law of Void [when judge fails to conform to facts, and fails to follow the law the judge was regarded as a Trespasser in law, and the judge's orders were regarded as void, and all that derived therefrom was void, inter alia]; S.C. Rule 60 (b) (fraud,...); S.C. Rule 60 (b) (4) [void order for lack of standing; lack of "in persona" jurisdiction; Lack of "subject matter" jurisdiction; lack of "personal" jurisdiction], inter alia, on its face and in

fact, Res judicata.

87. That in Lieu to closing of conclusion, the unadulterated nature of the instant motion was that December 11th, 2013 denial order; the November 10th, 2012, denial order; and the September 24th, 2012, denial orders of S.C. COURT OF APPEALS, were void for lack of "subject matter" jurisdiction, uncontroverted, and sustained the points and element of COLLUSION, Res judicata.
88. That the **INANIMATE S.C. COURT OF APPEALS** lacked "personal" jurisdiction to deny **APPELLANT, PRO SE** relief, on the instant appeal, on its face and in fact.
89. That the unadulterated results of the instant judicial Quest for the truth, determined by the documented evidence, and **prima fascia** showing of blatant procedural violations evidenced thereby, assisted newly discovered evidence of **FRAUD ON THE COURT BY THE S.C. COURT OF APPEALS; "PREDATORY (UNFAIR) ATTACK;" COLLUSION, COERCION; INTERFERENCE; INTIMIDATION; TREASON; CONSPIRACY; UNCLEAN HANDS; IMPROPER CONDUCT; PURELY PRIVATE VOID ACTS; NOT FOUND UNDER COLOR OF LAW, BY PARTIES AND NON-PARTIES TO THE ACTION, KNOWN AND UNKNOWN, THAT MADE THE S.C. COURT OF APPEALS AN UNFAIR COURT, AND, THAT MADE THE TRIAL COURT APPEAR AS "UNFAIR COURTS," "out of thin air,"** that must fall, Res judicata.
90. That as a result of such reliance Mrs. ELLEN R. SPRINGER-APPELLANT-DEFENDANT-PRO SE, sustained pecuniary loss.
91. REQUIREMENTS FOR VACATING DEFAULT PURSUANT TO S.C. RULE 60 (b): To vacate default judgments in South Carolina State, grounds exist, including excusable default: fraud or other misconduct; and **newly discovered evidence**; the requirements for vacating defaults under South Carolina Laws are that S.C. Rule 60 (b) provides in pertinent part that a party may be relieved from a judgment obtained on default based upon, newly discovered evidence which, if introduced at the trial, would probably have produced a different result and which could not have been discovered in time to move for a new trial that under South Carolina Constitutional law.
92. REQUIREMENTS FOR VACATING VOID DEFAULT PURSUANT TO S.C. RULE 60 (b) (4): To

vacate void default judgment in the State of South Carolina, the issue to be determined was the existence or non existence of "Subject matter," jurisdiction; whether or not final judgment was rendered upon affirmation of attorney for the client, never final but simply void; whether or not trial court ruling conformed to the facts and follow the law and, whether or not the judge was regarded as a Trespasser in law, and, whether or not the judge's orders were regarded as void; whether or not an order, judgment, settlement, or reward, inter alia, was obtained in a manner that deprived due process of law; without "subject matter" jurisdiction, review court was without discretion, and compelled by law to vacate said void acts and any act derived therefrom, Res judicata.

93. **RESPONDENT'S JUDGMENT OF FORECLOSURE AND SALE SHOULD BE VACATED PURSUANT TO S.C. GENERAL RULE 60 (b) BECAUSE IT WAS OBTAINED THROUGH FRAUDULENT MISREPRESENTATION THAT OFFENDED THE DOTRINE OF FRAUD ON THE COURT.**
94. That the court should vacate Respondent's Judgment of Foreclosure and Sale against **Mrs. SPRINGER-APPELLANT, PRO SE** because of Respondent's fraudulent misrepresentation and wrongful acts.
95. That A Court may vacate a judgment pursuant to S.C. Rule 60 (b) on the grounds of fraud, misrepresentation or any other misconduct of an adverse party.
96. This S.C. Court of Appeals, in the exercise of its "limited" jurisdiction, equitable powers, has the discretion to only set aside judicial sale where fraud, collusion, mistake, or misconduct casts suspicion on the fairness of the sale, pursuant to S.C. Rule 60 (b); S.C. .A.R.C. 240, Res judicata. The fraud or other misconduct has occurred before judgment was issued, or it can have been the means by which judgment was obtained, S.C. Rule 60 (b); S.C. .A.R.C. 240, Res judicata.
97. Here, according to the preponderance of the documented evidence gathered before this court; the trial court transcription of hearing; and alleged Respondent's reply brief and designated matter, the unadulterated material fact was that, the ROGERS TOWNSEND THOMAS FIRM's Summons and Complaint representation of material fact of injury statement was fraud misrepresentation based, Ab initio, on its face and in fact,

Res judicata, Non Pro Tunc.

98. As a result, Respondent does not have "standing" or "subject matter" jurisdiction because (a) no valid" Petition ever existed; (b) no "valid" loan contract mortgage note default ever existed; (c) no valid" injured party to the action existed known as alleged Respondent-CitiMortgage, Inc. traceable to acts of Appellant-Ellen Springer, Pro se; (d) the rights of Appellant, pro se, and the rights of the Inanimate S.C. Constitution was injured in the instant proceeding, traceable to "misrepresentation fraud based-Petition.

99. That, upon information and belief, Respondent was aware of this fact but commenced an action against **Mrs. SPRINGER-APPELLANT-DEFENDANT, PRO SE**, and ultimately obtained a Default Judgment for Foreclosure and Sale. Respondent wrongfully obtained such order through misrepresentations and/or other fraudulent means. Thus, this S.C. COURT OF APPEALS should Dismiss Respondent's Summons and Complaint and Vacate the Judgment for Foreclosure and Sale.

100. FRAUD ON THE PART OF THE NON PARTIES RESPONDENT-PLAINTIFF:

101. That **SPRINGER** has suffered irreparable economic harm, injury and damages.

102. That an actual, present, and justifiable controversy has arisen between the parties concerning Respondent's rights to enforce the Bargain and Sale Deed and the related illegal foreclosure relative to the apparent fraudulent Summons and Complaint statement at issue.

103. That Respondent has offered no valid Summons and Complaint statement of material facts of injury.

104. That the defective Summons and Complaint statement makes the entire foreclosure case at hand rest upon fraudulent based misrepresentations amounting to **Fraud on the Court**, as documented evidence by the transcription of the trial court emergency show cause proceedings, and, identical to the documented evidence gathered before this S.C. Court during the course of the appeal proceeding, for which Mrs. ELLEN R. SPRINGER

requests the S.C. Court of Appeals take judicial notice. Please take judicial notice.

105. **APPELLANT, PRO SE**, respectfully request that this court carefully note of the documented evidence which shows that this court lacked "subject matter" jurisdiction, and possessed, only!, "limited" jurisdiction to grant relief to **APPELLANT, PRO SE**.
106. **RESPONDENT PERPETRATED FRAUD ON THE TRIAL COURT DUE TO MISREPRESENTATION FRAUD BASED SUMMONS AND COMPLAINT, AND ALSO EXPOSED ROBO-SIGNING AND FRAUD**
107. That "extraordinary circumstances" and "legal argument," justify a fact fine that the Summons and Complaint representation of material fact of injury statement submitted by the **ROGERS TOWNSEND THOMAS FIRM** in support of this actoin was fraudulent based, on its face and in fact, Res judicata.
108. That on July 9th, 2012, the **ROGERS, TOWNSEND, THOMAS FIRM** failed to represent that statement against **bona fide prima fascia** emergency Pro se Rule 60 (b) show cause order motion, because the complaint that summons and complaint statement was misrepresentation fraud based, was "validated" as fraud based, Ab initio.
109. That on July 9th, 2012, the **ROGERS, TOWNSEND, THOMAS FIRM** failed to hurtle over **bona fide prima facia** rebuttal. Said attorney failed to uphold the cleint's side of the bargain. Said attorney defaulted on the client's obligation. Said attorney failed to confer "subject matter" and "in persona" jurisdiction formerly enjoyed, upon the trial court, because that statement was wholly a misrepresentation that amounted to fraud.
110. That the trial court actions beared the iniquities of respondent's pleadings, for which reason, "Subject matter" jurisdiction formerly enjoyed inherently amounted to fraud, on its face and in fact, Res judicata.
111. That the record of CitiMortgage, Inc. v. Ellen R. Springer, trial court Case No. 2011-CP-28-0981 identical to the record to CitiMortgage, Inc. v. Ellen R. Springer, et al, S.C. Court of Appeal, Case No. 2012-212971 and was disconnected from the **ROGERS, TOWNSEND, THOMAS'** Summons and Complaint statement because no "valid statement" ever existed. So this court cannot ignore the "MAJOR MATERIAL FACT" that the Summons

and Complaint statement purporting to sustain the Judgment of Foreclosure and Sale was fraudulent. This court does not know what else may have been fraudulent in this case.

112. This Foreclosure based on Newly discovered evidence and presented herein demonstrates that there is no question that CITIMORTGAGE, INC., and its Agents have committed Fraud, having submitted documents Robo-signed by the attorney.

113. Therefore, based upon the foregoing, the Respondent is not entitled to Judgment and this action should be dismissed for lack of "subject matter" jurisdiction.

114. Your Affiant respectfully requests that this S.C. COURT OF APPEALS take Judicial Notice of the Supporting material presented herein that that the THE ROGERS, TOWNSEND, THOMAS FIRM'S statement of materia fact of injury was false and knowingly fraudulent, and, on this point, assisted Newly discovered evidence of a "Predatory (unfair) Attorney servicing practice, attack scheme, in nature, on its face and in fact, Ab initio.

115. Your Affiant respectfully requests that this S.C. COURT OF APPEALS take Judicial Notice of the Supporting material presented herein sustain the fact find that the NELSON, MULLEN, RILEY AND SCARBOROUGH FIRM's statements, pleadings, allegations, and supporting self serving documents, were inherently "misrepresentation fraud based" and, on this point, assisted Newly discovered evidence of a "Predatory (unfair) Attorney servicing practice, attack scheme, in nature, on its face and in fact, Ab initio

116. Therefore, the Appellant, Pro se, should be granted the relief requested on the basis that the Respondent-Plaintiff, by and thru its agents, committed fraud.

117. **THE DOCTRINE OF UNCLEAN HANDS PRECLUDES RESPONDENT FROM EQUITABLE RELIEF**

118. The Respondent's actor agents has apparently submitted false documents before the TRIAL COURT and, also, before this S.C. COURT OF APPEALS, by self-admitting and independently proven bona fide prima fascia case showing.

119. As this Newly discovered evidence is presented, the Respondent-Plaintiff cannot

abandon reliance upon the ROGERS, TOWNSEND, THOMAS FIRM's Summons and Complaint representation of material fact of injury statement and pretend as if the fraud is of no importance or consequences to a subsequent sale or eviction proceedings.

120. Had the trial court taken judicial notice to the documented evidence that Summons and Complaint statement was misrepresentation fraud based, Ab initio, the case have have had a different result. Well established constitutional law has held that, "[s]worn statements are sufficient to raise a triable issue of the fact, whether the basis of [an] action "is immoral and ont to which equity will not lend its aid, as a matter of Federal Due process and Equal protection of law, Res judicata.

121. In the interest of justice and preventing further embarrassment by the Respondent, where the fraud on this Court is clear the Respondent should be precluded from continuing the Fraud in the S.C. Court of Appeals and any remedy for a possessory interest. Accordingly, the Appellant's Motion for vacatur of Judgment should be granted and the action should be dismissed with prejudice, without recourse therefrom.

122. **DE FACTO TAKING:**

123. The elements of de facto taking in South Carolina are as follows: (a) a physical entry by the contemnor; (b) a physical ouster of the owner; (c) a legal interference with the physical use, possession or enjoyment of the property; or (d) a legal disposition of the property.

124. The Respoindent's statements asserting a material fact of injury in the complaint, were not only "misrepresentation fraud based," but they were intentionally submitted to induct the trial court to issue a Default Judgment of Foreclosure, and to strip the ownership of the home of Appelant-Defendant, the submitting of the fraudulent Summons and Complaint makes the act null and void.

125. It was well established S.C. Consitutional Law that, a motion for leave to renew must (1) be based upon new facts not offered on a prior motion and that would change the prior determination, and (2) set forth a reasonable justificaton for the failure to present

such facts on the prior motion, Res judicata.

126. A defendant who seeks to vacate a default in appearing or answering must provide a reasonable excuse for the default and show a potentially meritorious defense, Res judicata. The Supreme court has denied motion to vacate default on the ground that defendant had failed to provide a reasonable excuse for default. Upon moving for leave to renew, defendant did not submit new facts that would cure the deficiency. Consequently, whatever the possible merit of the potentially meritorious defenses defendant offered in support of the motion for leave to renew, those contentions would not have changed the original determination. Accordingly, the Supreme Court properly denied such motion for leave to renew.
127. Based upon the foregoing, the Summons and Complaint statement should be declared void and/or invalid, and should be cancelled of record.
128. Based upon the foregoing the Referee's deed should be set aside and be of no force and effect.
129. In the event that it is determined that there is no adequate remedy at law to have the Summons and Complaint statement, and the mortgage cancelled of record, the S.C. Court of Appeals, due to the apparent fraud by Respondent-Plaintiff and the Rogers, Townsend, Thomas Firm, and, also, the Nelson, Mullen, Riley, Scarborough Firm, pursuant to its powers in equity, should declare the "Summons and Complaint," and also the "Mortgage," void and/or invalid, and should cancel the "Summons and complaint," and, the "Mortgage" of record and set the Referee Sale aside.
130. There is disagreement between the parties as to the right and liabilities of the parties with regard to the subject question foreclosure.
131. The disagreement between the parties in the instant action regarding such deceitful Summons and Complaint statement, inter alia, is a justifiable controversy.
132. The court should determine the rights and liabilities of parties with regard to Summons and Complaint and and complaints with similar alleged statements of fact based on

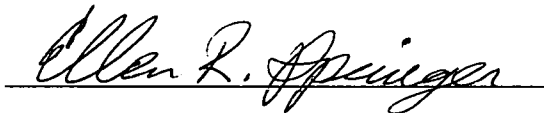
newly discovered evidence.

133. Any claims which Respondent may have as to concern for moot procedural concern for "excusable neglect," as set forth in the ROGERS, TOWNSEND, THOMAS FIRM's counter claim against, July 9th, 2012, emergency Pro se Rule 60 (b) (fraud...) show cause motion for relief, were without any basis or right whatsoever, and Respondent-Plaintiff has no estate, right, title, lien, or interest whatever in or to the subject property or any part of the property.

134. The Summons and Complaint statement was "misrepresentation fraud based" and, on this point, invalid and unenforceable for the reasons set for above.

WHEREFORE, I, Appellant-Defendant-Ellen R. Springer, with clean hands that did absolutely no wrong, and was the "real injured party to the action, traceable to respondent's own improper conduct, unclean hands, purely private void acts, not found under color of law, without immunities from prosecution for injuries sustained by I, said Appellant, **Pro se**, in the instant proceedings held herein to date, otherwise, arbitrary and caprice nature, and abuse of judicial process that was a miscarriage and a mockery of justice, pray for an order staying Respondent-Plaintiff from conveyance of my (Appellant, **Pro se**) residence, the above referenced subject real property, setting the referee's sale aside, vacating the Judgment therein, invalidating the Summons and Complaint and the Mortgage Assignment, staying eviction proceedings, dismissing the case with prejudice, without recourse therefrom, and for such other further relief as this S.C. Court of Appeals deem just and proper, for lack of subject matter jurisdiction.

Dated: January 29th, 2014



Mrs. ELLEN R. SPRINGER, APPELLANT, **PRO SE**.

18 Arlington Drive, Lugoff, S.C.: Primary residence

C/o 147-21 109th Avenue, Jamaica, N.Y. 11435: 2nd residence

Tel: (716) 205-7867

Fax: (803) 438-9600

To: Nelson, Mullen, Riley, Scarborough, LLC

1320 Main Street

Columbia, S.C. 29201

EXHIBIT-A

The South Carolina Court of Appeals

Citimortgage Inc., Respondent,

v.

Ellen R. Springer, Peggy S. Charles f/k/a Peggy S.
Roberts, Defendants,

Of whom Ellen R. Springer is the Appellant.

Appellate Case No. 2012-212971

ORDER

Appellant filed two motions with this Court on October 18, 2013. After careful consideration, Appellant's motions are denied.


FOR THE COURT

Columbia, South Carolina

cc:

Ellen R. Springer
Michael J. Anzelmo, Esquire
Allen Mattison Bogan, Esquire
Benjamin Rush Smith, III, Esquire
The Honorable Jeffrey Marc Tzerman
Joyce McDonald

FILED
12/11/13

EXHIBIT-B

SEQ. NO _____
RELIEF _____
RETURN DATE _____
CAL. DATE _____
FOR COURT USE ONLY

PRESENT HON:
MASTER IN EQUITY OF THE KERSHAW _____
COUNTY COURT
STATE OF SOUTH CAROLINA
COUNTY OF KERSHAW

CitiMortgage, Inc.. X
Plaintiff,

-against-

Ellen R. Springer, Et al.,
Defendant, Pro se,
APPEARING IN THIS PROCEEDING OF SPECIAL
PLEADINGS, WITHOUT GRANTING JURISDICTION,
TO REPORT THE COMMISSION OF SHAM
PLEADINGS INTENTIONALLY PERPETUATED ON
THIS COURT. _____ X

DOCKET NO. _____
**EMERGENCY APPLICATION FOR
ORDER TO SHOW CAUSE TO
REVERSE AND RESCIND SALE
AND VACATE JUDGMENT
W/REQUEST FOR INJUNCTIVE
RELIEF PENDING FINAL
DETERMINATION. DEFENDANT
REPORTS THAT PLAINTIFF IS
NOT THE HOLDER IN DUE
COURSE AND HAS
COMMISSIONED LOAN
DEFAULT/FRAUD AND HAS
COMMISSIONED CIVIL TRESPASS
AND CIVIL FORECLOSURE
FRAUD ON THIS COURT WHILE
INVISIBLE TO THE NATURAL
NAKED EYE OF THE COURT.
DEFENDANT ALSO SHOWS
EXCUSABLE NEGLIGENCE FOR
ABSTENCIA.**

Dated: 14th day of May, 2012

1. Upon reading and filing of the Affidavit of Ellen R. Springer, sworn to on the _____ day of May, 2012, and upon the exhibits and memorandum of law attached to the affidavit:
2. Let the Plaintiff or their attorney (s) show cause at Special Term Part _____ Room _____ of this Court, to be held at the Courthouse located at 1121 Broad Street, Camden, S.C. 29021, on the _____ day of May, 2012, at 11:00 in the forenoon or as soon thereafter as Defendant may be heard why an Order to Show Cause should not be entered by this court pursuant to Fed. Civ. P. Rule (60) granting the following relief:
 - a) Defendant seeks executive order of this court to (1) reverse and rescind sale (exhibit-A): vacate summary judgment (exhibit-B): and dismiss the complaint (exhibit-C) pursuant to Fed. Civil Practice Rule 56 (b), 41 (b); and to strike this action with prejudice pursuant to Fed. Civ. P. Rule 1.150. Defendant also seeks order of injunctive relief pursuant to Fed. Civ. P. Rule (65) to stay eviction (exhibit-D) pending final

preconference hearing on or about January 30th, 2012 via U.S. regular mail service.

DEFENDANT FORE GOES FAMILY MEDICAL HARDSHIP THAT EXACERBATED FAILURE TO APPEAR

5. Defendant, who was stricken with family hardship (Brother undergoing Heart Surgery in New York Hospital), was not allowed adequate time to appear from New York State to defend this action and was denied due process of law that injured Defendant in these proceedings.

DEFENDANT NOTIFIES RETAINED COUNSEL OF HEARING DATE

6. On or about the evening of January 30th, 2012, Defendant appeared at the office of the Green Law Group, West Hempstead, New York, with report of the preconference hearing that was two days away (Feb. 1st, 2012).

GREEN LAW GROUP MISREPRESENTS INTENT OF PRECONFERENCE HEARING: DEFENDANT IS INJURED

7. On January 30th, 2012 defendant spoke to the underwriter of this law group (Naveen) who represented that, "The Preconference Hearing (1) was an initial appearance, (2) was not fatal to defense based upon excusable abstencia, and (3) that the attorney would remedy the matter" in lieu of the purported **modification application alleged to have been perfected** at that time (January 30th, 2012), and which was alleged to have been submitted, accordingly, to Plaintiff on defendant's behalf (see exhibit-C).

RETAINED COUNSEL DIVERTED FROM SERVICE AGREEMENT WITHOUT ADEQUATE REMEDY AT LAW FOR THE INJURED DEFENDANT

8. Based upon the determination of this court entered Feb. 1st, 1012 (see exhibit-B); and based upon evidence of sale of Defendant's property executed March 5th, 2012 (see exhibit-A); **"It is inescapable that counsel diverted from service agreement"** and did nothing: while defendant's home and unique holding was sold to plaintiff CitiMortgage, Inc. by virtue of order of this court.

DEFENDANT RETAINED COUNSEL PRIOR TO FILING OF THIS ACTION TO INVESTIGATE PRIMA FACIA ALLEGATIONS OF DIVERSION FROM FORBEARANCE AGREEMENT THAT FAILED TO CURE

9. Defendant was injured prior to commencement of this action by acts traceable to Plaintiff, and their diversion from two back-to-back forbearance agreements fully executed by this defendant {April, 2009 to March, 2010} {June, 2010 to May, 2011} that failed to cure bogus deficiency, prior to commencement of this action.

10. Defendant, who by now had remitted \$36,000.00's to Plaintiff and was clearly injured, did refuse to remit further installments (June 1st, 2011), and did thereafter seek legal representation to mitigate this show of improper terms and practices that was predatory in nature and imminent of default as of course.

11. Counsel was also retained to represent defendant in the matter of U.S. Bank National and Associates as Trustees v. Ellen Springer, case no. 6827/08, Supreme Court State of New York, Queens County. (This case involved federal class action suit and Plaintiff's abscond from federal jurisdiction to file uncognizable claim in State Court to facilitate foreclosure fraud and launder bad paper).

12. Defendant's son, who was contractually engaged with the Green Law Group for resolution in non-collateral civil action (exhibit-D), would retain the extended services of

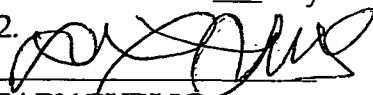
this law group to represent allegations of loan default in the instant matter, as evidenced by the application for modification prepared by this law group on behalf of defendant (see exhibit-C).

DEFENDANT AND SON FILE PRO SE PLEADINGS TO SEEK REMEDY FOR INEFFECTIVE ASSISTANCE OF COUNSEL IN NON-COLLATERAL CIVIL ACTIONS BEFORE APPEARANCE IN THIS ACTION

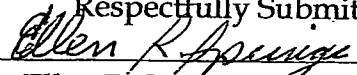
13. In total, this Attorney Law Group was retained to represent Three (3) distinct civil action matters on behalf of Defendant and her son, Walter Springer.
14. Needless to say, this attorney Law Group diverted from service contract agreement in all matters. This claim is bolstered by the results of the proceedings held herein to date that induced sale of Defendant's property, notwithstanding definitive defense to this action.
15. Defendant's son, Walter Springer, a layman at law, would draft pleadings, Pro Se, and methodically file for Emergency application in each civil action matter to cure injuries incurred in these civil action matters as a direct result of the same claims of ineffective assistance raised herein before this court.
16. Final decision for Emergency Order to Show Cause is currently pending in the U.S. Bank National Court [Pro se application filed on Mar. 19th, 2012 (see exhibit-E): hearings held April 3rd, 2012 and reconvened April 24th, 2012 w/submission of papers for determination w/stay of eviction, good cause having therefore been shown] (see exhibit-F).
17. On or about February 12, 2012, the United States District Court: Eastern District of New York, Eastern Savings Bank, FSB v. Walter Springer, Et al, case no. 11-CV-4431 (filed Sep. 11, 2011), granted Defendant's Son "Extension of time to file an answer" in that action (see exhibit-G).
18. Although Defendant's son retained counsel August 31, 2011, Plaintiff in that action would file their uncognizable complaint Sep. 11th, 2011 and was nearly granted summary judgment by that court in abstencia, as in this case.
DEFENDANT SATISFIES HER BURDEN OF PROOF W/PRIMA FACIA SHOWING OF INEFFECTIVE ASSISTANCE OF COUNSEL THAT RENDERED PROCEEDINGS HELD HEREIN A MOCKERY OF JUSTICE
19. Defendant shows that the performance of counsel in this action fell below a reasonable standard, and that the outcome of this action would have resulted in favor of this Defendant had it not been for the ineffective assistance of retained counsel, the Green Law Group, West Hempstead, New York.
20. The evidence reported to this court is conclusive that Plaintiff's hands were unclean at the time this action was commenced and that their inequitable acts denied Defendant Due Process of Law that effectively rendered all that followed the "Fruit of the Poisonous Tree.
21. Accordingly, the proceedings held herein to date were arbitrary and caprice and denied Defendant Due process of Law to wit: untimely notice (Jan. 30th, 2012) of preconference hearing (Feb. 1st, 2012) disallowed adequate time to appear and defend this action from the State of New York and induced abstencia as of course.
22. Moreover, this denial of Due process that injured this Defendant in these proceedings was exacerbated by ineffective assistance of retained counsel, who sat on defendant's case from August, 2011 thru February 1st, 2012 and did nothing, and allowed Defendant's

properties to be sold without just cause for diversion from service contract agreement.
23. Based upon the evidence Defendant's claims are genuine and warranting of relief which seeks review of Defendant's "Definitive Defense" to this action

Dated: 23, May, 2012.

Sworn to before me this 23rd day
May, 2012. 

NOTARY PUBLIC

Respectfully Submitted,


Ms. Ellen R. Springer, Defendant Pro Se
147-21 109th Avenue
Jamaica, New York 11435
(716) 205-7867

LIONEL LEWIS
Notary Public, State of New York
No. 01LE5041186
Qualified in Queens County
Commission Expires March 27, 2015

SEQ. NO _____
RELIEF _____
RETURN DATE _____
CAL. DATE _____
FOR COURT USE ONLY

PRESENT: HON.

MASTER IN EQUITY OF THE KERSHAW _____
COUNTY COURT
UNITED STATES DISTRICT COURT
SOUTHEASTERN DISTRICT OF NEW YORK

CitiMortgage Inc. _____ X
Plaintiff,

-against-

Ellen R. Springer, Et al.,
Defendant, Pro se,
APPEARING IN THIS PROCEEDING OF SPECIAL
PLEADINGS, WITHOUT GRANTING JURISDICTION,
TO REPORT THE COMMISSION OF SHAM
PLEADINGS INTENTIONALLY PERPETUATED ON
THIS COURT. _____ X

DOCKET NO. _____
MEMORANDUM OF LAW IN
SUPPORT OF EMERGENCY
APPLICATION FOR ORDER
TO SHOW CAUSE (FED. CIV.
P. RULE [60]) W/REQUEST
FOR INJUNCTIVE RELIEF
(FED. CIV. P. RULE [65]) TO
STAY EVICTION BASED ON
LIKELIHOOD OF SUCCESS
ON MERITS OF
APPLICATION

MEMORANDUM OF LAW

DEFENDANT SHOWS DEFINITIVE DEFENSE OF EXCUSABLE NEGLECT FOR ABSTENCIA AND DEFENSE OF LACHES W/SHOW THAT PLAINTIFF'S UNCLEAN HANDS FAILED TO DISCLOSE INFLAMMATORY EVIDENCE AND MISREPRESENTED INJURY AND DEFRAUDED FED. CIV. P. RULE (1) AND RENDERED THE PROCEEDINGS HEREIN ARBITRARY AND CAPRICE AND THE FRUIT OF THE POISONOUS TREE

OPENING STATEMENT

1. Defendant, appearing Pro se, submits the instant Memorandum of Law in support of her annexed Emergency application for Order to Show Cause pursuant to Fed. Civ. P. R. (60) seeking to reverse and rescind sale (Mar. 5th, 2012); and to vacate judgment (Feb. 1st, 2012); and, thereafter, to dismiss the complaint (filed Nov., 2011) with prejudice pursuant to Fed. Civ. P. R. (1.150); (41 [b]); and (56 [b]).
2. Defendant, who showed Good Cause, also request Emergency order for Injunctive Relief pursuant to Fed. Civ. P. R. (65) to stay eviction process akin to sale (March 5th, 2012), pending final determination of the application.
3. Lastly, Defendant requests that Plaintiff CitiMortgage, Inc., their agents and their predecessors be sanctioned in proportion of the crimes and fraud commissioned upon this court that resulted in civil foreclosure fraud, Extortion, and theft of defendant's property; and that defendant's right to supplement application w/ appropriate requests for sanctions be reserved pending final determination of the court.

4. Defendant challenges the legal sufficiency of these proceedings w/pleadings that establish the undisclosed existence of an incidental happening (back-to-back fully executed forbearance agreements that failed to cure deficiency) that **unjustly enriched Plaintiff** (\$36,000.00's) and injured this Defendant and Senior Citizen, who is unknowing and unsuspecting of this sophisticated fraud that was not visible to the "Natural Naked All-Seeing Eye" of even this court, at the time this action was commenced not thereafter.
5. Defendant's pleadings were conclusive that Plaintiff fostered loan default fraud (June 1st, 2011) prior to commencement of this action (Nov., 2011) and, thereafter, filed their false representation of injury (Nov., 2012), nonetheless, upon this court with pleadings that looked perpendicular, but was flawed by their own unclean hands and inequitable conduct that failed to disclose this inflammatory material fact.
6. However, notwithstanding her knowledge of this definitive defense of Laches that effectively nullifies the proceedings held herein to date, Defendant failed to appear at the preconference hearing (Feb. 1st, 2012) to defend this action and this court entered summary judgment without more.
7. Defendant believed she would have to show "Excusable Neglect" for her abstencia to advance these claims and prevail on this application, but believes this issue to be moot as the fruit of the poisonous tree based on show that Plaintiff's pleadings intentionally defrauded the statutory safeguards that blocked the threshold to this court's jurisdictional power to review in the first instance.
8. Nonetheless, defendant sustains claim of excusable neglect with prima facia show of (1) untimely receipt (Jan. 2012) of notice of initial preconference hearing (Feb. 1st, 2012) that disallowed adequate time to appear and denied due process; and ineffective assistance of retained counsel (Aug. 31st, 2011) who diverted from service contract agreement and sat on defendant's case (Aug, 2011 to Feb.6th, 2012) while defendant would suffer irreparable injury and harm without adequate remedy at law from unwarranted loss of property in this action based upon, inter alia, civil foreclosure fraud, extortion and theft.

STATEMENT OF FACTS

9. This memorandum of law adopts the facts as represented by the supporting affidavits in chief and the supplemental affidavit in support of Excusable Neglect for Abstencia in these proceedings and deems the same sufficient cause to not reiterate the totality of facts already stated with unwarranted repetition and waste of this court's time.
10. Defendant, therefore, proceeds to argument.

ARGUMENT

DEFENDANT WAS DENIED CONSTITUTUONAL STANDARD OF RIGHT TO EFFECTIVE ASSISTANCE OF COUNSEL: U.S. CONST. AMEND 6TH.

11. "The right to counsel is the right to effective assistance of counsel." Strickland v. Washington, 466 U.S. 668, 686, 80 L.Ed.2d 674, 104 S. Ct. 2052

(1984). The defendant has a right to expect that his or her attorney will use every skill, expend every-energy, and tap every legitimate resource in exercise of independent professional judgment on behalf of defendant in undertaking representation. *Frazer v. United States*, 18 F.3d 778, 779 (9th Cir. 1994); U.S.C.A. Const. amend 6. Counsel owes defendant duty of loyalty, unhindered by state or by counsel's constitutionally deficient performance.

12. On post-trial claims of ineffective assistance, any question as to whether a hearing is needed should be resolved in favor of conducting a hearing. A hearing must be held unless the claims are vague, wholly incredible, or even if true, would merit no relief.

ANALYSIS AND CONCLUSION

13. First, the defendant shows that counsel's performance was deficient.
14. Second, defendant shows that the deficient performance prejudiced the defense.
15. Based upon the report before this court, Defendant shows that counsel's errors were so serious as to deprive the defendant of a fair trial, a trial whose results is reliable. *Strickland*, at 687.
16. As for the prejudice requirement, Defendant shows that counsels conduct so undermined the proper functioning of the adversarial process that the preconference hearing cannot be relied on as having produced a just result." See *Strickland*, at 686.
17. The "defendant need not show that counsel's deficient conduct more likely than not altered the outcome of the case," *Strickland*, at 693, but show that there is a reasonable probability that, but for the counsel's unprofessional errors, the result of the proceedings would have been different." *Strickland*, at 695-96.
18. This court should and find that the inequitable conduct of this law group is indicative of foul play, and that Defendant was denied effective assistance of retained counsel and sustains claim of excusable neglect w/show that the outcome of this action would, otherwise, have resulted in her favor.

PLAINTIFF IS NOT THE HOLDER IN DUE COURSE

19. The hearing record is insufficiently supported by photo copies of the Contract, Promissory Note, Mortgage and a bogus assignment that fails to facially identify legal interest as conveyed to this Plaintiff CitiMortgage, Inc. Moreover, the Record of Hearing is barren show that Plaintiff possesses the original wet ink GAAP Accounting Ledger that only validates the debt.
20. The U.C.C. Act (1943) Art. III, mandates that Plaintiff and or party with intent to commence civil foreclosure action on realtor property must produce the wet ink documents to validate the debt and that they are the true holder in

due course; and or that Plaintiff must produce agreement between Trust and the Trustee to validate legal capacity to bring this action.

21. Without such a showing this court must dismiss this action with prejudice upon the cumulative effect of the entirety of the constitutional violations evident in this case that denied defendant due process of law and rendered the determination of this court in granting Plaintiff Summary Judgment to have been unreliable as a matter of law.

FAILURE TO DISCLOSE DEFRAUDED SAFEGUARDS THAT BLOCKED THIS COURT'S POWER TO REVIEW (FED. CIV. P. RULE [1]) AND VIOLATED THE BRADY RULE OF EVIDENCE: DISCLOSURE OF MATERIAL FACTS KNOWN TO MOVING PARTY AND FAVORABLE TO THE DEFENSE THAT WARRANT DISMISSAL AS A MATTER OF CONSTITUTIONAL LAW

22. The existence of the "Back-to-Back" forbearance agreements (April, 2009 to May, 2011) that unjustly enriched Plaintiff (w/\$36,000.00's) prior to the commencement of this action (Nov., 2011), is inescapable. Defendant affirms under penalty of perjury that there exists no evidence to the contrary.
23. Plaintiff had a legal duty and a moral obligation to disclose these material facts that were indicative of the fraud commissioned upon this court thru Sham Pleadings; pleadings that appear perpendicular, but were flawed, and violated the spirit of Brady v. Maryland, 373 U.S. 83 (1963) [preservation and production of exculpatory evidence for court's review: parties **are not to pick and choose** evidence favorable to position advanced and taint the fact finding process].
24. Plaintiff's acts were intentional and inequitable, to say the least, and this court must reject these pleadings and strike this action with prejudice as a matter of constitutional law. (Fed. Civ. P. Rule [1.150]); U.S. Const. Amend. 14.

PLAINTIFF COMMISSIONED CIVIL TRESPASS AND ALL THAT FOLLOWED WAS THE FRUIT OF THE POISONOUS TREE AND MUST BE NULLIFIED AS A MATTER OF CONSTITUTIONAL LAW (WONG SUN V. UNITED STATES, 371 U.S. 471 (1963))

25. Federal Civil Practice Rule (1) requires that claims alleging injury be sustained by "Pleadings that are construed to do substantial justice."
26. Plaintiff's pleadings appeared to be perpendicular but was, in fact, flawed by the intentional neglect of their legal duty and moral obligation to disclose the totality of the facts and rendered the findings of the preconference hearing court unreliable as a matter of law and must be nullified.
27. Wong Sun v. United States, supra, is the landmark decision that gave birth to the infamous "Fruit of the Poisonous Tree Doctrine." This decision makes it clear that, evidence obtained upon unconstitutional acts and or conduct is the fruit of the poisonous tree and must be nullified as a matter of constitutional law.

ANALYSIS AND CONCLUSION

28. Upon analysis of the totality of the unadulterated facts, it is in conclusive that Plaintiff violated defendant's constitutional right to be free from the

jurisdictional powers of this court to summon and demand her appearance based upon their false claim of injury that induced the arbitrary and caprice proceedings held herein to date without due process of law that, moreover, was invisible to the "Natural Naked All-Seeing Eye" of this Court of Common Pleas.

29. The confirmatory deed held by Plaintiff is evidence of a crime and the fruit of the poisonous tree. This action must be nullified and or stricken, and correct Deed and Title to 18 Arlington Drive, Lugoff, South Carolina must be restored to Defendant Ellen R. Springer as a matter of constitutional law.

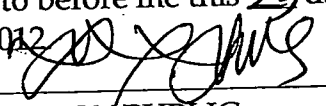
30. Having demonstrated this, it is academic that the subsequent summons, pre-conference hearing, order for summary judgment, and the sale of Defendant's property were all the fruits of the poisonous tree and must be nullified as a matter of constitutional law.

CONCLUSION AND PRAYERS


31. Defendant, who demonstrates Excusable Neglect for abstencia and likelihood of success upon defense of laches w/show of inadequate remedy at law, requests and demands that this court grant Emergency Order to Show Cause and Injunctive Relief to stay eviction pursuant to Federal Civil Practice Rule (60) and (65) pending final determination of the instant Emergency application based upon sufficient showing and demonstration of sham pleadings that invalidated the legal sufficiency of the proceedings held herein to date that were inescapably rendered arbitrary and caprice, and rendered all that followed the fruit of the poisonous tree and must be nullified, and for such other relief as to this honorable court may deem just and proper in accordance with Due Process of Law.

Dated: 23 May, 2012.

Sworn to before me this 23 day
May, 2012


NOTARY PUBLIC

Respectfully Submitted,


Ms. Ellen R. Springer, Defendant Pro Se
147-21 109th Avenue
Jamaica, New York 11435

LIONEL LEWIS
Notary Public, State of New York
No. 01LE5041186
Qualified in Queens County
Commission Expires March 27, 2015

EXHIBIT-C

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

JUDGMENT IN A CIVIL CASE

CASE NO. 11-CP-28-0981

CitiMortgage, Inc.

Ellen R. Springer; Peggy S. Charles f/k/a Peggy
S. Roberts;

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: Samuel C. Waters (SC Bar #5958), Cheryl H. Fisher (SC Bar #15213), Reginald P. Corley (SC Bar #69453), Jennifer W. Rubin (SC Bar #16727), Ellie C. Floyd (SC Bar # 68635), Michael P. Morris (SC Bar #73560), Eve Moredock Stacey (SC Bar # 5300), Mary R. Powers (SC Bar# 16534), Robert P. Davis (SC Bar# 74030), William S. Koehler (SC Bar# 74935), John P. Fetner (SC Bar # 77460), Kelsey K. Lipscomb (SC Bar # 77519), Vance L. Brabham, III (SC Bar #71250), Andrew W. Montgomery (SC Bar #79893), Andrew A. Powell (SC Bar #100210)

Attorneys for the Plaintiff
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220 Executive Center Drive, Suite 109
Post Office Box 100200
Columbia, SC 29202
(803) 744-4444
(803) 343-7013 - Fax
info@rtt-law.com

Attorney for : Plaintiff Defendant
or
 Self-Represented Litigant

FILED
2012 FEB - 1 PM : 14
CLERK OF COURT
KERSHAW COUNTY
S.C.

DISPOSITION TYPE (CHECK ONE)

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

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

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

ORDER INFORMATION

This order ends does not end the case.

Additional Information for the Clerk :

As required by statute, a foreclosure sale has been or will be scheduled, which will officially end the case.

INFORMATION FOR THE JUDGMENT INDEX

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

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

Handwritten initials/signature

		\$
		\$

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

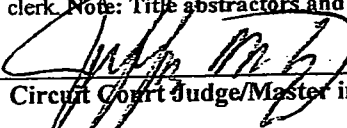
All that certain piece, parcel or lot of land, with improvements thereon, lying, situate and being in the State of South Carolina, County of Kershaw, located near Lugoff in Arlington Subdivision, delineated as Lot A-1 on a plat recorded in Book 37 at Page 2457 and more recently shown on a plat recorded in Book 5 at Page 144. Said lot fronting on the east side of Arlington Drive for a distance of 120.96 feet and extending back therefrom in an easterly direction for a distance of 152.60 feet on its Northern boundary and a distance of 156.91 feet on its southern boundary, with its rear or eastern boundary measuring 88.19 feet and being bounded as follows: North by Lot No. A-2; East by property now or formerly of Bowers; South by property now or formerly of Campbell; and West by Arlington Drive, all as shown on the plat hereinafter referred to.

This being the identical property conveyed to Ellen R. Springer by deed of Wellen Ray Donald and Debra Ann Donald dated July 25, 1990 and recorded January 3, 1991 in Deed Book 5 at Page 142.

296-10-0A-001-S78

18 Arlington Dr
Lugoff, SC, 29078

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.



Circuit Court Judge/Master in Equity/Special Referee

3056
Judge Code

2/10/72
Date

For Clerk of Court Office Use Only

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

Samuel C. Waters (SC Bar #5958)
Rogers Townsend & Thomas, PC
P.O. Box 100200
Columbia, SC 29202-3400
ATTORNEY(S) FOR THE PLAINTIFF(S)
011654-05691

ATTORNEY(S) FOR THE DEFENDANT(S)

CLERK OF COURT

Ellen R. Springer
14721 109TH AVE FL 1
JAMAICA, NY 11435

Peggy S. Charles f/k/a Peggy S. Roberts
14721 109TH AVE FL 1
JAMAICA, NY 11435

Court Reporter:

#2

EXHIBIT-C

The Green Law Group		Receipt
		Invoice Number: 450 Invoice Date: 11/3//2011

T.C.E

Billing Address:	
Name:	Walter Springer
Address:	147-21 109 th ave J
City/State/Zip	Jamica NY 11435

Foreclosure Prevention Program

Qty	Product Description	Amount Each	Amount
1	Loan Modification	TBD	\$1000



Congratulations! You've taken the first step toward securing your financial future.

Making Home Affordable Program
Request For Mortgage Assistance (RMA)



Loan ID. Number **0321879496** Servicer _____

BORROWER		CO-BORROWER	
Borrower's name ELLEN SPRINGER		Co-borrower's name	
Social Security Number 248-56-6063		Social Security Number	
Home phone number with area code 716-205-7827		Home phone number with area code	
Cell or work number with area code		Cell or work number with area code	

I want to: Keep the Property Sell the Property

The property is my: Primary Residence Second Home Investment Property

The property is: Owner Occupied Renter Occupied for Less than 12 Months Vacant for Less than 12 Months

Mailing address
18 ARLINGTON DRIVE LUGOFF SC 29078

Property address (if same as mailing address, just write same) **SAME** E-mail address _____

Is the property listed for sale? Yes No
 Have you received an offer on the property? Yes No
 Date of offer _____ Amount of offer \$ _____
 Agent's Name: _____
 Agent's Phone Number: _____
 For Sale by Owner? Yes No

Who pays the real estate tax bill on your property?
 I do Lender does Paid by Condo or HOA
 Are the taxes current? Yes No
 Condominium or HOA Fees Yes No \$ _____
 Paid to: _____

Have you contacted a credit-counseling agency for help Yes No
 If yes, please complete the following:
 Counselor's Name: _____
 Agency Name: _____
 Counselor's Phone Number: _____
 Counselor's E-mail: _____

Who pays the hazard insurance premium for your property?
 I do Lender does Paid by Condo or HOA
 Is the policy current? Yes No
 Name of Insurance Co.: _____
 Insurance Co. Tel #: _____

Have you filed for bankruptcy? Yes No If yes: Chapter 7 Chapter 13 Filing Date: _____
 Has your bankruptcy been discharged? Yes No Bankruptcy case number _____

Additional Liens/Mortgages or Judgments on this property:

Lien Holder's Name/Servicer	Balance	Contact Number	Loan Number

I (We) am/are requesting review under the Making Home Affordable Program.
 I am having difficulty making my monthly payment because of financial difficulties created by (check all that apply):

<input checked="" type="checkbox"/> My household income has been reduced. For example: reduced pay or hours, decline in business earnings, death, disability or divorce of a borrower or co-borrower.	<input checked="" type="checkbox"/> My monthly debt payments are excessive and I am overextended with my creditors. Debt includes credit cards, home equity or other debt.
<input checked="" type="checkbox"/> My expenses have increased. For example: monthly mortgage payment reset, high medical or health care costs, uninsured losses, increased utilities or property taxes.	<input checked="" type="checkbox"/> My cash reserves, including all liquid assets, are insufficient to maintain my current mortgage payment and cover basic living expenses at the same time.
<input type="checkbox"/> I am unemployed and (a) I am receiving/will receive unemployment benefits or (b) my unemployment benefits ended less than 6 months ago.	<input type="checkbox"/> Other: _____

Explanation (continue on a separate sheet of paper if necessary): **LOSS IN INCOME**

INCOME/EXPENSES FOR HOUSEHOLD

Number of People in Household: 3

Monthly Household Income		Monthly Household Expenses/Debt		Household Assets	
Monthly Gross Wages	\$ 4,300.00	First Mortgage Payment	\$	Checking Account(s)	\$ 1,400.00
Overtime	\$ 0.00	Second Mortgage Payment	\$ 0.00	Checking Account(s)	\$ 0.00
Child Support/Alimony/ Separation ²	\$ 0.00	Insurance	\$ 0.00	Savings/Money Market	\$ 0.00
Social Security/SSDI	\$ 0.00	Property Taxes	\$ 0.00	CDs	\$ 0.00
Other monthly income from pensions, annuities or retirement plans	\$ 0.00	Credit Cards/Installment Loan(s) (total minimum payment per month)	\$ 300.00	Stocks/Bonds	\$ 0.00
Tips, commissions, bonus and self-employed income	\$ 0.00	Alimony, child support payments	\$ 0.00	Other Cash on Hand	\$ 0.00
Rents Received	\$ 0.00	Net Rental Expenses	\$ 0.00	Other Real Estate (estimated value)	\$ 0.00
Unemployment Income	\$ 0.00	HOA/Condo Fees/Property Maintenance	\$ 0.00	Other	\$ 0.00
Food Stamps/Welfare	\$ 0.00	Car Payments	\$ 0.00	Other	\$ 0.00
Other (investment income, royalties, interest, dividends etc.)	\$ 0.00	Other FOOD, UTILITY, AUTO, HOUSEHOLD	\$ 1,600.00	Do not include the value of life insurance or retirement plans when calculating assets (401k, pension funds, annuities, IRAs, Keogh plans, etc.)	
Total (Gross Income)	\$ 4,300.00	Total Debt/Expenses	\$	Total Assets	\$ 1,400.00

¹Include combined income and expenses from the borrower and co-borrower (if any). If you include income and expenses from a household member who is not a borrower, please specify using the back of this form if necessary.

²You are not required to disclose Child Support, Alimony or Separation Maintenance income, unless you choose to have it considered by your servicer.

DISCLOSURE FOR COVENANTS NOT TO DISCRIMINATE

The following information is requested by the federal government in order to monitor compliance with federal statutes that prohibit discrimination in housing. You are not required to furnish this information, but are encouraged to do so. The law provides that a lender or servicer may not discriminate either on the basis of this information, or on whether you choose to furnish it. If you furnish the information, please provide both ethnicity and race. For race, you may check more than one designation. If you do not furnish ethnicity, race, or sex, the lender or servicer is required to note the information on the basis of visual observation or surname if you have made this request for a loan modification in person. If you do not wish to furnish the information, please check the box below.

BORROWER	<input checked="" type="checkbox"/> I do not wish to furnish this information	CO-BORROWER	<input type="checkbox"/> I do not wish to furnish this information
Ethnicity:	<input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Not Hispanic or Latino	Ethnicity:	<input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Not Hispanic or Latino
Race:	<input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Asian <input type="checkbox"/> Black or African American <input type="checkbox"/> Native Hawaiian or Other Pacific Islander <input type="checkbox"/> White	Race:	<input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Asian <input type="checkbox"/> Black or African American <input type="checkbox"/> Native Hawaiian or Other Pacific Islander <input type="checkbox"/> White
Sex:	<input type="checkbox"/> Female <input type="checkbox"/> Male	Sex:	<input type="checkbox"/> Female <input type="checkbox"/> Male

This request was taken by: <input type="checkbox"/> Face-to-face interview <input type="checkbox"/> Mail <input type="checkbox"/> Telephone <input type="checkbox"/> Internet	Interviewer's Name (print or type) & ID Number	Name/Address of Interviewer's Employer
	Interviewer's Signature Date	
	Interviewer's Phone Number (include area code)	

DODD-FRANK CERTIFICATION

The following information is requested by the federal government in accordance with the Dodd-Frank Wall Street Reform and Consumer Protection Act (Pub. L. 111-203). You are required to furnish this information. The law provides that no person shall be eligible to begin receiving assistance from the Making Home Affordable Program, authorized under the Emergency Economic Stabilization Act of 2008 (12 U.S.C. 5201 et seq.) or any other mortgage assistance program authorized or funded by that Act, if such person, in connection with a mortgage or real estate transaction, has been convicted, within the last 10 years, of any one of the following: (A) felony larceny, theft, fraud, or forgery, (B) money laundering or (C) tax evasion.

I/we certify under penalty of perjury that I/we have not been convicted within the last 10 years of any one of the following in connection with a mortgage or real estate transaction:

- (a) felony larceny, theft, fraud, or forgery,
- (b) money laundering or
- (c) tax evasion.

I/we understand that the servicer, the U.S. Department of the Treasury, or their agents may investigate the accuracy of my statements by performing routine background checks, including automated searches of federal, state and county databases, to confirm that I/we have not been convicted of such crimes. I/we also understand that knowingly submitting false information may violate Federal law.

This certification is effective on the earlier of the date listed below or the date received by your servicer.

ACKNOWLEDGEMENT AND CERTIFICATION

In making this request for consideration under the Making Home Affordable Program, I certify under penalty of perjury:

1. That all of the information in this document is truthful and the event(s) identified on page 1 is/are the reason that I need to request a modification or forbearance of the terms of my mortgage loan, short sale or deed-in-lieu of foreclosure.
2. I understand that the Servicer, the U.S. Department of the Treasury, or their agents may investigate the accuracy of my statements, and may require me to provide supporting documentation. I also understand that knowingly submitting false information may violate Federal law.
3. I understand the Servicer will pull a current credit report on all borrowers obligated on the Note.
4. I understand that if I have intentionally defaulted on my existing mortgage, engaged in fraud or misrepresented any fact(s) in connection with this document, the Servicer may cancel any Agreement under Making Home Affordable and may pursue foreclosure on my home.
5. That I have not received a condemnation notice, there has been no change in the ownership of the Property since I signed the documents for the mortgage that I want to modify, and:
 - (a) for consideration for the Home Affordable Modification Program (HAMP) or unemployment assistance, my property is owner-occupied and I intend to reside in this property for the next twelve months, or
 - (b) for consideration for the Home Affordable Foreclosure Alternatives Program (HAFA), my property has been owner-occupied within the last twelve months.
6. I am willing to provide all requested documents and to respond to all Servicer questions in a timely manner.
7. I understand that the Servicer will use the information in this document to evaluate my eligibility for a loan modification or forbearance or short sale or deed-in-lieu of foreclosure, but the Servicer is not obligated to offer me assistance based solely on the statements in this document.
8. I am willing to commit to credit counseling if it is determined that my financial hardship is related to excessive debt.
9. I understand that the Servicer will collect and record personal information, including, but not limited to, my name, address, telephone number, Social Security Number, credit score, income, payment history, government monitoring information, and information about account balances and activity. I understand and consent to the disclosure of my personal information and the terms of any Making Home Affordable Agreement by Servicer to (a) the U.S. Department of the Treasury, (b) Fannie Mae and Freddie Mac in connection with their responsibilities under the Homeowner Affordability and Stability Plan; (c) any investor, insurer, guarantor or servicer that owns, insures, guarantees or services my first lien or subordinate lien (if applicable) mortgage loan(s); (d) companies that perform support services in conjunction with Making Home Affordable; and (e) any HUD-certified housing counselor.

The undersigned certifies/y under penalty of perjury that all statements in this document are true and correct.

Allen P. Springer
Borrower Signature

248-56-6063

Social Security Number

2/20/1935

Date of Birth

12/13/2011

Date

Co-borrower Signature

Social Security Number

Date of Birth

Date

Dodd-Frank Certification

The following information is requested by the federal government in accordance with the Dodd-Frank Wall Street Reform and Consumer Protection Act (Pub. L. 111-203). **You are required to furnish this information.** The law provides that no person shall be eligible to begin receiving assistance from the Making Home Affordable Program, authorized under the Emergency Economic Stabilization Act of 2008 (12 U.S.C. 5201 *et seq.*), or any other mortgage assistance program authorized or funded by that Act, if such person, in connection with a mortgage or real estate transaction, has been convicted, within the last 10 years, of any one of the following: (A) felony larceny, theft, fraud, or forgery, (B) money laundering or (C) tax evasion.

I/we certify under penalty of perjury that I/we have not been convicted within the last 10 years of any one of the following in connection with a mortgage or real estate transaction:

- (a) felony larceny, theft, fraud, or forgery,
- (b) money laundering or
- (c) tax evasion.

I/we understand that the servicer, the U.S. Department of the Treasury, or their agents may investigate the accuracy of my statements by performing routine background checks, including automated searches of federal, state and county databases, to confirm that I/we have not been convicted of such crimes. I/we also understand that knowingly submitting false information may violate Federal law.

This Certificate is effective on the earlier of the date listed below or the date received by your servicer.

Ellen R. Spruige
Borrower Signature

12/13/2011
Date

Co-Borrower Signature

Date

If you have questions about this document or the Making Home Affordable Program, please call your servicer.

If you have questions about the program that your servicer cannot answer or need further counseling, you can call the Homeowner's HOPESM Hotline at 1-888-995-HOPE (4673). The Hotline can help with questions about the program, and offers free HUD-certified counseling services in English and Spanish.

888-995-HOPE
Homeowner's HOPESM Hotline

Be advised that by signing this document you understand that any documents and information you submit to your servicer in connection with the Making Home Affordable Program are under penalty of perjury. Any misstatement of material fact made in the completion of these documents including but not limited to misstatement regarding your occupancy in your home, hardship circumstances, and/or income, expenses, or assets will subject you to potential criminal investigation and prosecution for the following crimes: perjury, false statements, mail fraud, and wire fraud. The information contained in these documents is subject to examination and verification. Any potential misrepresentation will be referred to the appropriate law enforcement authority for investigation and prosecution. By signing this document you certify, represent and agree that:

"Under penalty of perjury, all documents and information I have provided to Lender in connection with the Making Home Affordable Program, including the documents and information regarding my eligibility for the program, are true and correct."

If you are aware of fraud, waste, abuse, mismanagement or misrepresentations affiliated with the Troubled Asset Relief Program, please contact the SIGTARP Hotline by calling 1-877-SIG-2009 (toll-free), 202-622-4559 (fax), or www.sig tarp.gov and provide them with your name, our name as your servicer, your property address, loan number and reason for escalation. Mail can be sent to Hotline Office of the Special Inspector General for Troubled Asset Relief Program, 1801 L St. NW, Washington, DC 20220.



EXHIBIT-D

Windows Live™ Hotmail (31) Messenger SkyDrive | MSN

Walter Springer

profile | sign out

Hotmail

Send Save draft Spell check Rich text | Cancel

Inbox (31)

springerss@hotmail.com

Show CC & Bcc

Folders

Junk (24)

Drafts (18)

Sent

Deleted (56)

advertisement

Ass Prospects

Ass Team members

Assoc pros visitors

Assoc. Correspondence

Build Lasting Success

LEADS (3)

PPL FILES

PPL Forms

PPL membership sign-up

PPL Televox

ppl training

Priority

Pro Legal Leads

Right To Cancel (1)

New folder

Quick views

Flagged

Office docs (1)

Photos (2)

Shipping updates

New category

Messenger

Sign in to Messenger

Home

Contacts

Calendar

To: Casey.Wages@rtt-law.com

Subject: RE: CitiMortgage, Inc. vs. Ellen Springer/your correspondence in response of request for review

Tahoma 10 B I U

To whom It May Concern:

This correspondence was directed to you in accordance with instructions that accompanied your correspondence and notice of the civil matter to this defendant. Any misunderstanding and inappropriate correspondence had with your company, the adversary, was solely based on this representation. Should this representation be false, be it known that I and my Son, Walter Springer, were intentionally misled.

In furtherance, your firm will be served with the appropriate cure to this case of foreclosure fraud and will, then, have to undue the wrong and injustice perpetuated and freight appropriate sanctions.

Be well and best wishes to the company.

Defendant-and-Walter Springer, by P.O.A.

From: Casey.Wages@rtt-law.com
To: springerss@hotmail.com
Subject: CitiMortgage, Inc. vs. Ellen Springer
Date: Tue, 13 Mar 2012 13:11:04 +0000

Mr. Springer:

Please see attached letter regarding the above-referenced case.

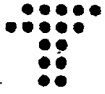
Thank you!

Description: www.rtt-law.com

Casey Wages Direct 803.744.5326
Contested Foreclosure Fax 803.943.7012
Paralegal

Rogers Townsend & Thomas, PC Main 803.771-7900
220 Executive Center Dr. Visit rttlaw.com Not Licensed
Columbia, SC 29210 to Practice Law





ROGERS TOWNSEND
ATTORNEYS AT LAW

ROGERS TOWNSEND & THOMAS, PC
DEFAULT SERVICES DEPARTMENT

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

March 12, 2012

Sent via Email

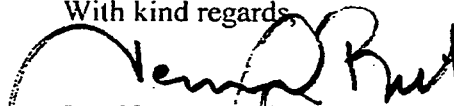
Walter Springer
[springerss@hotmail.com]

Rc: CitiMortgage, Inc. vs. Ellen Springer
Case No. 11-CP-28-0981; Kershaw County
Our File No. 011654-05691

Dear Mr. Springer:

My law firm is in receipt of your correspondence dated March 5, 2012. However, we cannot provide you or Ms. Springer with legal advice. You should be aware that the sale went forward as scheduled on March 5, 2012 and you should take any action you deem necessary with that in mind. You may wish to direct any legal questions you have to your own attorney.

With kind regards



Jennifer W. Rubin
Vance L. Brabham
Robert P. Davis
Attorneys for the Plaintiff

/cw

THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED
WILL BE USED FOR THAT PURPOSE.

THE STATE OF SOUTH CAROLINA
In The Court Of Appeals

APPEAL FROM KERSHAW COUNTY
Master In equity
The Honorable Jeffery M. Tzerman

Case No. 2012-CP-28-0981

Appellate Case No. 2012-212971

CitiMortgage, Inc.Respondent,
V.
Ellen R. Springer, Et al,..... Appellant, **Pro se.**

PROOF OF SERVICE

I, the undersigned Appellant-Ellen R. Springer, Pro se, do, hereby, certify that I have served all former parties in interest to the instant action with a copy of the following pleadings by mailing an exact copy of the same by United States Mail, postage paid, to the following address:

Pleadings:

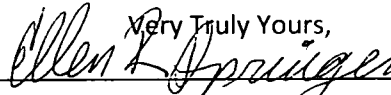
- A. Emergency Writ for Motion for Order, Pursuant to S.C. Rule 60 (b) (4), Newly Discovered Evidence; Requesting Order: (A) Vacating December 11, 2013, Denial Order of Relief to Preclude Void Subject Attached to Respondent's Reply Brief and Designated Matter; (B) Vacating Void September 10th, 2012, Trial Court Order Denying Emergency Pro se Motion For Equitable Estoppel Relief; (C) Vacating Void July 9th, 2012, Trial Court Order Denying Emergency Pro se S.C. Rule 60 (D) Motion for Show Case Order Relief (s); (E) Vacating Default Judgment for Foreclosure and Sale; (F) Setting Referee's Sale Aside; (G) Dismissal Of The Case Pursuant to Fraud & Collision Misrepresentation Statute S.C. Rule 60 (b) And Any Other Reason...; (H) And For Such Other Further Relief (s); (I) Lack of Subject Matter Jurisdiction; (J) Lack of In Persona Jurisdiction; (K) Lack of Personal Jurisdiction; (L) De Facto Taking; (M) Doctrine of Unclean Hands: Property Address: 18 Arlington Drive, Lugoff, S.C.; and
- B. Supporting Affidavit By Appellant-Ellen R. Springer, **Pro se**; and
- C. Memorandum of Points; and
- D. Attached Exhibits-A-B-C-and-D:

Parties Served:

To: Alleged-Attorney-for-Alleged-Respondent
Nelson, Mullen, Riley & Scarborough
1320 Main Street
Columbia, S.C. 29201

Dated: February 1st, 2014.

Very Truly Yours,



Mrs. Ellen R. (RUTH) Springer, Appellant, **Pro se**
18 Arlington Drive, Lugoff, S.C.
C/o 147-21 109th Avenue
Jamaica, N.Y. 11435
Fax: (803) 438-9600

Mrs. Ellen R. Springer
APPELLANT, Pro se
18 Arlington Drive
Lugoff, S.C.
C/o 147-21 109th Avenue
Jamaica, New York, 11435
Fax: (803) 438-9600

January 30th, 2014

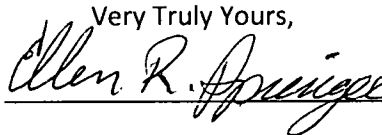
To: Hon. Claire Allen, Deputy Clerk
South Carolina Court of Appeals
1015 Sumter Street
Columbia, S.C. 29201

Re: CitiMortgage, Inc. v. Ellen R. Springer, et al, Appellate Court Case No. Case No. 2012-212971.

Dear Madam:

Attached hereto please find one (1) original copy and six (6) copies of Appellant's Pro se Motion for order, pursuant to S.C. Rule 60 (b) (4), for orders: vacating December 11th, 2012, denial order of relief to preclude inter alia; vacating trial court September 10th, 2012, denial order; vacating trial court July 9th, 2012, denial order; vacating judgment foreclosure and sale; setting Referee sale aside; Dismissing the Complaint with prejudice, for lack of "subject matter" jurisdiction, inter alia.

Also attached hereto, please find the requisite "PROOF OF SERVICE" and enclosed money order in amount of \$25.00's to cover filing fee requirement.

Very Truly Yours,


To: Allege-Attorney for alleged Respondent
Nelson, Mullen, Riley, Scarborough Firm.
1320 Main Street
Columbia, S.C. 29201

RECEIVED
FEB 03 2014
SC Court of Appeals