

APPEAL FROM YORK COUNTY
Court of Common Pleas

RECEIVED

MAR 21 2014

Charles S Bradford, Master and Special Referee

SC Court of Appeals

Case No. 2014-000346

Wells Fargo Bank na

Respondent

V.

Alice L Roseboro

Appellant

INTIAL BRIEF Of Appellant

Alice L Roseboro
1852 Bon Rea Dr
Rock Hill, SC 29730
803-579-2331
Appellant for Attorney

STATEMENT OF ISSUES ON APPEAL

1. Hindrance and contempt of court on new info revealed on

Conflict of interest with Master Referee. And outside Hindrance from the Local library do to a pending lawsuit against my former employer who provides Internet service for the York county area library. My notice of appeals was Sabotage I allege on purpose, as I allege my library card when scan , sends out and alert message letting them know I am in the building. My pacers account was sabotage on Oct 8 2012 at 07:44:25am and on Jan 17 2013 at 07:21:04am the library does not open up till 9am during that time. By the end of the last quarter of 2012 I was billed for \$350.00 for a 3500 page search. I give affirmation I never access 3500 page of searches ever. Pacer credit off \$300, but the refuse To give me the IP address that sabotage my account on Oct 8 2012. My appeals Notice had over 15 errors I discover later on my filings with the South Carolina Court of Appeals. If my margins don't stay online it is not do to my errors. I Cannot control the wrong are revenge I have to deal with at the library. My On computer at home has had and administrative block on it ever since Dec 2012 after I filed my reply back to the plaintiffs summary judgment. I have notice Both courts date matches up a lot on files that are submitted. There is a feeling Of Hindrance from both courts as I try to handle my case on both appeals that Do to a Hindrance are at the appeals level about the same time even though Even though they were filed two years apart.

2. Being put in a fraudulent foreclosure with the wrong bank by

Respondent, verified by affidavit of Amanda Weatherly under oath.

3. Being told I am in default with my mortgage company for failing to

Pay my Nov 1 2010 billing statement.

4. Hindrance do to violation on rules of civil procedures violations on

Proposed Orders.

5. The Order of Reference and summary judgment issued on Aug 14 2013.

STATEMENT OF THE CASE

I appellant recently learn that the Master and Special Referee assigned to my case, that his law firm actually does closings for Wells Fargo Bank the respondent who filed this law suit against me. I **object** to Mr Bradford being the judge on my foreclosure since his own employee Diane gave affirmation that his office does real estate closing for the respondent. That is a conflict of interest and a Big hindrance to my being treated fair. This maybe the reason why the Oct 11 2013 letter from the previous judge Haynes was never sent to me by mail, and also the reason why I stumbled upon it being placed in my court files at the court house Oct 24 2013 about 13 days later, which was a hindrance to my reply back in the 10 days allowed under rule 53. This along should reversed this judgment action. The Master intentionally violated the Judges Oath he took to be fair 502.1.

FACTS

I appellant was did purchase my home with First Union Bank back in Jan of The year 2000 upon approval and assigned me the account No.8784872.

The First Union bank did transfer my loan to another bank next year 2001. My first and last tax year statement came on Dec 29 2000 from the First Union Bank. And as I recall around April or May of 2001, I started getting my statements from the new Mortgage company assigned. The First Union Bank closed down. As I recall and I assumed it was sold to Wells Fargo Bank since that was name change outside the same location and is still current today. My payments were still \$715.70 under the same promissory note. The original mortgage note info was already given to me by the First Union Bank in 2000. A few years later due to my financial situation changing I had to seek a modification on my mortgage which took place in 2010. I proceeded to sign up for the federal government Affordable Homes modification program from the letter they sent me June 1 2010. I applied and sent my first payment in for \$486.94. My first signature page contract was misplaced on there end for some odd reason, but it was later found and entered. The Affordable Homes program stated not any fees. There was a problem with inappropriate fees being added as the mortgage Rep Hanna had assured me there would be no attorney fees. The fees were added after making a complaint a second modification had to be done to fix there error on fees. And second approval was issued on Oct 8 2010 with a new payment of \$486.30 for Nov 1 2010. I paid on Nov 2 2010 due to the new cut off for same day payments was 8 pm where as before I was able to pay later at night.

My payment was posted on my Dec 2012 statement and it cleared my bank.

The 2nd new contract came after my Nov payment was cleared. Facts show fees

Were still posted on my contract as only \$3.00cr was issued, when the Affordable Homes Program cleared stated not Any Fees. I made another complaint to have the fees remove. I appellant and at respondent did not agree On the issues of fees being removed when the program guide info stated not Any fees are to be added. I made it clear I wanted the fees removed. When the Second contract came it had my first signature page from July 2010 attached to it, as the new modification terms had been changed a second time and I was told By a bank rep, I should have resigned a new contract since there were changes made for a new payment again. They refused to send me a new signature page to sign, I did not feel comfortable with reusing my same signature since the new Contract did not come till after my Nov 1 2010 payment was logged and cleared my bank. I never got a chance to read the terms of the second modification and how the terms applied are review the changes they made. I was happy with the payment but still wanted the inappropriate fees remove that were in violation of the program, they only gave \$3.00cr and refused to remove all the fees. They removed my Nov 1 2010 payment after leading me to believe they were correcting the matter, but I found out later they were sitting me up for a fraud foreclosure and put me in default for not paying my Nov 1 2010 billing statement that was due. Facts show I did pay on Nov 2 2010 and my payment did clear the bank. And attorney for a York law firm informed me that when they cash the check it sealed to deal on my payment that was applied. I ask them to put my Nov1 2010 payment back in place and they refuse to do so . I refused to pay

anything else. Respondents on April 10 2012 did file a lawsuit in court stating I was in default for Nov 1 2010, and the payment was still due from that date and allege I did not turn in all my paper work. I gave my answer back within the 30 days from May 1 2012 stamped May 7 2012 by court records. and stated I did turn in all the paper work as the modification was approved on Oct 8 2010 letter info already sent to my from Wells Fargo Home Mortgage by US Mail.

The respondents attorney later filed a Order of Reference on Aug 14 2013 submitted to court Aug 15 2013 with his summary judgment and a Affidavit of Amanda Weatherly under her sworn oath taken. A hearing was set for Sept 19 later changed to Sept 17 2013 to discuss there Motion Order and a motion to compel filed by me on Aug 26 2013 and a reply back to there summary judgment. At the hearing the attorney and judge brought up and old counter claim that was not Listed on the court Roster. The Motion filed by them was withdrawn and never discuss by him are the Judge S Jackson Kimball III. Instead Of filing a order to show they had withdrew the summary judgment like he did on a motion I withdrew earlier in the year. The judge committed fraud as the attorney submit a Proposed Order for Sept 19 2013 and the Judge signed off on it Sept 20 2013 which was a violation of the rules of civil procedures 5(b) (3).

I had the right to comment on a Proposed Order Before it is signed by the judge. He and the attorney knew this was wrong and violated there Oaths taken for judges and attorneys to be fair to me rule 402k lawyers oath and rule 502.1 the judges oath. Facts I filed a affidavit of Prejudice on Sept the 17 2013 hearing.

Another hearing was held on Oct 8 2013 judge Haynes was made aware of the Violation in not allowing me to comment at the hearing held on Sept 17 2013 as I told him the judge denied me the right to comment. He sided with the judge Kimball and attorney and granted there summary judgment. The attorney showed as I recall and amended copy of the mortgage note. I allege he knew it was not the original copy as he Never Wanted it Shown during the hearing. He made it clear he would only show it after the hearing was over. On Oct 8 2013. He gave me a copy to take home as I wanted to be sure if it matched mines. It did not, and I mailed it back to him as I stated in my Oct 16 2013 document. I filed New Default Judgment against the Attorney on Oct 7 2013 in court for the denying me the right to comment on there summary judgment at the Sept 17 Hearing. Since he and the judge violated the rule 5(b)(3) on proposed orders they submitted to the court and created a hindrance to me . From Oct 8 2013 up to Jan 9 2014 the attorney Never once made any comment on my default judgment I submitted to the court on Oct 7 2013. In Dec 2013 the attorney sent me a letter stating there will be a hearing On Jan 10 2014 a hearing was held by the master Referee and him, But no Notice of the allege Hearing for Jan 10 2014 was Never Ever Sent to mesigned by the Master Referee. He nevergave his approval as the notice came from him. But on Mar 19 2014 a notice of that hearing was signed by the master referee. for a foreclosure action to proceed against me. The Master sends a Notice signed by him for eviction but Never sent

a Notice signed by him to attend the Jan 10 2014 hearing and I give true affirmation to this fact.

The Attorney next filed his second Proposed Order on Jan 21 2014 and sent it to me in the mail. I received it on Jan 23 2014. The master Referee signed it on Jan 23 2014. I filed and Objection on Jan 28 2014, he ignored me just like Judge Kimball. His copy of my Objection was deliver to his office and gave to Diane who worked at the front desk on Jan 28 2014 stamped by the clerks office, that same day. Facts show the master and special referee Charles S Bradford loyalty was with Wells Fargo Bank since Diane had verified to me his office does real estate closing for Wells Fargo, the judge had no intentions for treating me fair. He should have never been allowed to handle this foreclosure action and he knew this was a violation of his Oath he took a Pledge to follow to have fairness, integrity and treat all persons the same in his tribune. He did not, he showed much discrimination against me being pro se. He should have been professional enough to bow out gracefully since he knew this was a conflict of interest with the work he do for Wells Fargo Bank. I would have never approved of him being the master over this foreclosure lawsuit between me and the respondent ever had I being informed of his real estate actions he has with the opposing party.

Appeals judges this along should another reason to over turn his judgment enter on Feb 10 2014 do to fraud, this has created a big hindrance to me being pro se. I appellant also ask that do to a pending motions to proceed with out pay be granted as I was already had approval from the lower court already. I ask that

the less that original transcript be accepted in regards to my motion to proceed with out pay as I did supply the part that proves the summary judgment was in fact withdrawn at the end of the Sept 17 2013 hearing. And that is the crux of the transcript to prove fraud did take place. Which lead to the Proposed Orders Submitted by the attorney and lead to the judge denying me the right to comment a violation of rule 5 (b) (3). By both judges and attorney. I seen no justice for me in there actions.

ARGUMENTS

I appellat am in a fraud foreclosure with the wrong bank First Union do to the A failure of the plaintiff in not policing the actions of there employees. As Amanda Weatherlys affidavit proves I was put in a fraud foreclosure action with The wrong bank for the past 3 years. And my payment was paid on time for Nov Nov 1 2010. And violations did occur on civil procedures by both judges. The Sept 17 2013 show discrimination toward me being pro se and never allowing me the right to comment in direct opposition to there Summary Judgment as it Did have a huge genuine disputes do to being put under a First Union Bank that I Have never paid on since April 2001 do to my mortgage being transferred at that Time to Wells Fargo. Which later lead to a violation of the federal governments

Affordable Homes program which stated Not Any Fees are to be added. Wells Fargo failed to police the actions of there employee because inappropriate fees were added and my payment was fraudulently removed after I made a complaint Which lead to a service rep retaliation on my modification and the removal of my payment I made in good faith for my Nov 1 2010 billing statement. I had a right to complain, But they did not have the right to retaliate. And they did.

See Exhibit A and B enclosed

CONCLUSION

Statement of claim

I appellant want this judgment reversed against me do to putting me in a fraud Foreclosure with the wrong bank being a First Union Bank Account number 8784872 as Amanda Weatherly affidavit gives true affirmation along with the amended promissory note of a \$715.70 payment failing to take in consideration that a modification was done in 2010 that made a permanent change to the previous promissory note that was no longer binding on me after being approved for the govern Affordable Homes Modification Program as stated in the Oct 8 2010 letter from the respondent.

I appellant want the appeals court to grant my default judgment I submitted on Oct 7 2013 do to no opposition Ever from the opposing attorney. I ask that the appeals judges to award me a prayer of relief for 1million dollars for each of the 3yrs I have been in this fraud foreclosure action on the wrong bank and most of all the Hindrance created do to the conflict of interest shown from the Master

Referee Charles S Bradford, as his loyalty clearly was with the respondent Wells Fargo Bank and not with me, in his violation of at rule 5 (b)(3) from the fraud On the Proposed Order he signed on Jan 23 2014 the exact same day I got it in the mail. He had no respect for me are the Judges Oath he took to be fair. I ask that the appeals judges have the respondent clear my credit report from all 3 credit bureaus of being late on my mortgage payment from Nov 1 2010 up to the current date, And remove all late payments added do to there error in poor judgment made by them. I ask that the appeal judges have the respondent pay pay home off in full for whatever the amount they claim is due and send me my title to me clear and free. I ask that the appeals judges removed the other appellants off my appeals as they have hired attorneys to speak up for them and not a one filed a new affidavit against the respondent on this appeal. They had free will to do so and choose not to as I stated before I stand along on this appeal. I will settle up with the appellants each in a private discussion once my judgment is granted. I again ask that this judgment and additional prayer of relief be granted to me tax free and any taxes that may arise be charged back to the respondent as they are the Wells Fargo Bank and should be held accountable for all there actions. I ask that the Master and Special Referee be suspended for having a conflict of interest, knowing he does closing for Wells Fargo Bank as his employee Diane as already given affirmation that they do make closings for Wells Fargo Bank. The judge did in fact cause a hindrance and violated the very oath he took a pledge to follow. I refuse to belief that all the judges are

dishonest in the Appeals Court. So I ask that the honest judges left who value there oath they took to be fair hold other judges accountable. I request the judgment from Feb 10 2014 be reversed and all my request be granted as I state a claim off discrimination shown to do ~~violations of the civil rules of procedures 5 (b)(3) and 53(d)~~ which states the master sets and schedules his own hearing. He never sent me a copy are notice for the Jan 10 2014 hearing he was allege to signed. I never received one copy with his signature of approval on it ever I give true affirmation . He had plenty of time to send me a copy of the hearing signed by him for Jan 10 2014 and he never did. And do to the genuine disputes on rule 56 vilolations along with the hindrance conflict caused by theMaster. The removal of my payment in bad faith shown and the forging of my 3month old signature on a new modification contract before allowing me to read it. I had a write to read the contract first. And as it has been verified a modification Is a permanent change to any previous note. I also testify I was sent a new statement from the Wells Fargo in Jan that they want to put me in default all Over again I allege do to the error they made in filing with the wrong bank on this foreclosure action, they even left a note on my door a few weeks ago to call them .I object to during this all over I ask that the respondent Wells Fargo Bank na, be held accountable for there actions against me and grant me my judgment.

MARCH 20, 2014

Alice Roseboro

Respectfully Submitted
ALICE L ROSEBORO
1852 BON REA DR
ROCK HILL, SC 29730
803-579-2331
ATTORNEY FOR APPELLANT

THE STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

APPEAL FROM YORK COUNTY
Court of Common Pleas

Charles S Bradford, Master and Special Referee

Case No. 2014-000346

Wells Fargo Bank na

Respondent

V.

Alice L Roseboro

Appellant

PROOF OF SERVICE

I appellant certify that I am sending the enclosed Initial briefing to the attorney for the respondent, Thomas E. Lydon at his address I have on record 1320 Main St 10th fl or at his P O Box 12519 Columbia, SC 29211. By U S Mail or personal service to be delivered with postage prepaid.

On 03/20/2014

Alice L. Roseboro
1852 Bon Rea Dr
Rock Hill, SC 29730
803-579-2331
Attorney for Appellant

Thomas E. Lydon
1320 Main St 10th Fl
P O Box 12519
Columbia, SC 29211
803-779-2300
Attorney for Respondent



FedEx *NEW Package*
Express *US Airbill* Tracking Number **8050 0592 8610**

1 From **3/22/14** [Redacted]

Sender's Name **Alicia Robbins** Phone **803 559 2331**

Company _____

Address **1352 Bon Road** [Redacted]

City **Rock Hill** State **SC** ZIP **29730**

2 Your Internal Billing Reference

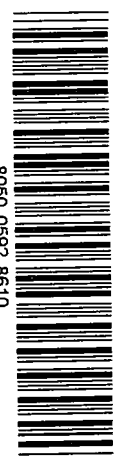
3 To Recipient's Name **Clark of Court** Phone _____

Company **SO AGENCY COURT**

Address **1015 Sumter St.** [Redacted]

City **Columbia SC** State **SC** ZIP **29211**

Address _____
Use this line for the HOLD location address or for continuation of your shipping address.



Form ID No. **0200** Recipient's Copy

4 Express Package Service * To most locations. NOTE: Service order has changed. Please select carefully. Packages up to 150 lbs. For packages over 150 lbs. use the new FedEx Express Freight 50 Airbill.

Next Business Day

FedEx First Overnight
Earliest next business morning delivery to select locations. Free Saturday Delivery if selected. Monday unless SAT/SHD/Delivry is selected.

FedEx Priority Overnight
Next business morning. * Friday shipments will be delivered on Monday unless SAT/SHD/Delivry is selected.

FedEx Standard Overnight
Next business afternoon. Saturday Delivery NOT available.

2 or 3 Business Days

FedEx 2Day AM
Saturday Delivery NOT available.

FedEx 2Day
Monday - Thursday shipments will be delivered on Monday unless SAT/SHD/Delivry is selected.

FedEx Express Saver
Saturday Delivery NOT available.

5 Packaging * Declared value limit \$500.

FedEx Envelope* FedEx Pak* FedEx Box FedEx Tube Other

6 Special Handling and Delivery Signature Options

SATURDAY Delivery!
NOT available for FedEx Standard Overnight, FedEx 2day AM, or FedEx Express Saver.

No Signatures Required
As per attached. Package may be left without signature. * Signature required for delivery. Fee applies.

Direct Signature
Someone at recipient's address may sign for delivery. Fee applies.

Indirect Signature
If no one is available at recipient's address, someone at recipient's residential address only. Fee applies.

Does this shipment contain dangerous goods?
One box must be checked.

No Yes

As per attached. Shipper's Declaration required. Shipper's Declaration may be required for dangerous goods. Shipper's Declaration may be required for dangerous goods or placed in a FedEx Express Shipper's Declaration.

Shipper's Declaration Shipper's Declaration Shipper's Declaration

Shipper's Declaration Shipper's Declaration Shipper's Declaration

7 Payment Bill to:

Sender Agent Recipient Third Party Credit Card Cash/Check

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Obtain recip. Acct. No. _____

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