

**The State of South Carolina
In the South Carolina Court of Appeals
Case No. 2013-002626**

Request for Emergency Stay

72314

From order of Mikell Scarborough, Master in Equity

Case No. 2009-cv-10-6219

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

REQUEST FOR EMERGENCY STAY

Plaintiff,

Vs.

Carla C. Singletary, John G. Singletary Jr.

Defendants,

RECEIVED

MAY 28 2014

SC Court of Appeals

REQUEST FOR EMERGENCY STAY

To the South Carolina Court of Appeals. Applicants, John and Carla Singletary, respectfully apply for a cursory stay pending appeal of a judgment entered by the Master in Equity, dated December 23, 2003. This case present an extraordinary circumstance that warrants a cursory stay.

1

Quite inexplicably and without any order nor prior notice of the applicants of reference, the Honorable Master of reference sua sponte jurisdiction of the matters subjudice, even though appellee, John and Carla Singletary claim arises(s) out of contract dispute as these appellants alleged default was pursuant to a contract without any property pledged for any mortgage as the RMC's Office bears record to as of May, 28, 2014.

2

Thus applicants for this stay of proceedings below would be entitled to a jury trial which was unilaterally pre-empted by the Charleston County Master in Equity even though not any pledge mortgage of real estate was ever signed by them and the plaintiff has admitted to closing the property in question without an attorney present nor the litigants John and Carla Singletary present. This violated the recent *Wachovia v. Coffey* Supreme Court Ruling and violated the SC Statute of Fraud.

3

Further it is important to note that movant John Singletary had previously sought recusal of the Charleston County Master in Equity. Thus movants genuinely believe that the request for recusal prevents the same Honorable Master in Equity from being a neutrally detached jurist and as such implicates a denial of due process and equal protection of the laws protected to them by both the U.S. Constitution 14th Amendment and like provisions of the South Carolina Constitution. The self-initiative of the of the Master in Equity is egregious and grievously over-reaching; such as which justifies the issuance of a stay until this matter may be heard by this court.

4

Although movants have diligently requested a copy of the transcript below that has been unavailing and the same will not be made ready for more than a week when Master sales of un-mortgaged property will have been sold and movants evicted from the premises. The denial of the transcript has prompted the involvement of the Court Administrator for South Carolina who states that the Master-in-Equity court reporters are not under their jurisdiction. The Master in Equity, as recorded in the transcript, states that the court reporter is on extended family leave and that they cannot make her work while on leave. Information bears that the stenographer is permanently retired.

5

Also pertinent to meritorious relief in this request for stay is that appellee Wells Fargo Bank has theretofore instituted at least three and voluntarily dismissed two prior actions and is thus prohibited under SCRC 41 from instituting a 3rd (same brought to attention of the Master in Equity.). Moreover this same appellee admitted that loan closing on contract was carried out in appellants absence and without any closing attorney although admitted by appellee, Wachovia counsel. That initiative triggers the prohibition uttered in *Wachovia Bank, N.A.* wherein Certiorari was granted in *Coffey v Wachovia Bank* Opinion 27282 as here the lender bank Wachovia Appellee here would be barred from any legal or equitable relief.

INTRODUCTION

This case squarely presents the question as to whether a remedy can be granted to a mortgagor, plaintiff, with unclean hands who has engaged in the practice of law without a license in a closing. The plaintiff has admitted in court to such offense, see Wachovia Bank, N.A. v. Coffey that was argued by Haynsworth Sinkler Boyd PA for Wachovia Bank, N.A., the very same plaintiff who attempts to circumvent this Supreme Court Ruling, Opinion No. 27282. Heard October 31, 2012 – Filed July 10,, 2013. In Coffey, Justice Toal held: “We grant granted certiorari in this case to review a court of appeal’ decision finding that Wachovia Bank, (Petitioner) committed the unauthorized practice of law in closing a home equity loan in 2001 an that Petitioner’s unclean hands barred it from an equitable relief. “ The majority held that Wachovia is not entitled to equitable relief because it made a mistake. The majority also held that UPL bars a lender from legal as well as equitable remedies.

The next question is whether a Master in Equity can grant an order of foreclosure in a contract dispute where no property has been pledged.

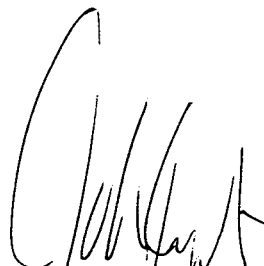
Whether Sewer Service bars any granting of a order of foreclosure because due process has been violate and the 6th Amendment.

Whether SCRC Rule 41 prohibits a plaintiff from voluntary dismissing a lawsuit twice and proceeding on a third lawsuit by the same plaintiff in the very same action for the very same claim.

Whether an order issued by a judge without jurisdiction can stand or is a nullity. In addition attached is are filings to the Master in Equity regarding a stay of sale, see exhibits B.

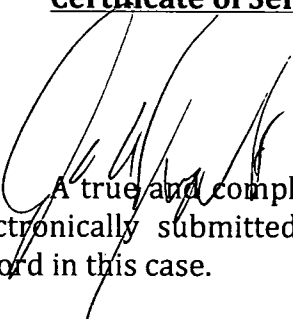
Wherefore, Appellants verily believer a say of the proceeding below should be granted until this matter be heard on the merits.

Respectfully Submitted,
Jan 15, 2014



John Singletary and Carla Singletary
4321 Waterview Circle
North Charleston, SC 29418

Certificate of Service



A true and complete copy of this document was electronically submitted to the opposing attorney of record in this case.

MAY 28, 2014

Sincerely,

John Singletary

Exhibit A

PARCEL NUMBER : 4080900286
PARCEL ID: 4080900286
STREET NUMBER: 4321
STREET NAME: WATERVIEW CIR
PROP UNIT:
PROP CITY:
PROP ZIP: 29418
SITE NAME:
GENERAL USE: VCR
MOBILE HOMES: 0
SUBDIVISION: EVANSTON SEC VI
LEGAL DESCRIPTION: LOT 25 BLK L
LGL HI ACRES: 0
LGL MAR ACRES: 0
LGL WATER ACRES: 0
LGL SWAMP ACRES: 0
LGL TOTAL ACRES: 0
TAX DISTRICT: 43
JURISDICTION: CTA
PLAT BOOK: AJ-45

OWNER ON 1ST: SINGLETARY JOHN G JR
OWNER2 ON 1ST: SINGLETARY CARLA C
CURRENT OWNER1:
CURRENT OWNER2:
SALE DATE: 12/23/2003
DEED BOOK: Z480-179
WILL CODE:
WILL DATE:
C O NAME:
MAIL STREET NUMBER: 2937
MAIL STREET NAME: ALABAMA DR
MAIL UNIT:
MAIL CITY: NORTH CHARLESTON
MAIL STATE: SC
MAIL ZIP: 29405-7384
MAIL COUNTRY:
MAIL POSTAL CODE:
SALE PRICE: 50000
MULT LOT: 0
SPLIT CODE:
MLOD GROUP:
FINAL VALUE: 65500
BUILD COUNT: 1
AG USE VAL: 0
AG MARKET TOT: 0
LR APPROVE: N
YEAR BUILT: 2008
BEDROOMS: 4
FULL BATHS: 3
THREE QTR BATHS: 0
HALF BATHS: 1
TOTAL FINISH AREA: 9235
LIVING AREA: 0
CONDO-BEDROOM: 0
CONDO FULL BATH: 0
CONDO H-BATH: 0
CAP LR VAL: 0
CAP ASSESSED VALUE: 0
CAP OTHER VALUE: 65500

notice of sale on the next day has been given. Judicial sales of property may be conducted at any other time when so ordered by a court of competent authority or when so directed by an order of reference.

Title 53 - Sundays, Holidays and Other Special Days

CHAPTER 5.

LEGAL HOLIDAYS

SECTION 53-5-10. Legal holidays enumerated; holiday schedules of public colleges and universities.

The first day of January--New Year's Day, the third Monday of January--Martin Luther King, Jr. Day, the third Monday in February--George Washington's birthday/President's Day, the tenth day of May--Confederate Memorial Day, the last Monday of May--National Memorial Day, the fourth day of July--Independence Day, the first Monday in September--Labor Day, the eleventh day of November--Veterans Day, National Thanksgiving Day and the day after, and the twenty-fourth, twenty-fifth, and twenty-sixth days of December in each year are legal holidays.

The holiday schedules of public colleges and universities, including technical colleges, shall not be in violation of this section so long as the number of holidays provided for in this section are not exceeded.

2. Wachovia a corporation is in violation of SC Law practicing without a license and violation of statute of fraud which mandates Extinguishment.

3.

Extinguishment is proper in this case. As a matter of fact the South Carolina Wachovia has admitted and made a showing that they have engaged in and violated South Carolina law relating to practicing law without a license.

SECTION 40-5-320. Practice of law by corporations and voluntary associations unlawful.

(A) It is unlawful for a corporation or voluntary association to:

(1) practice or appear as an attorney at law for a person other than itself in a court in this State or before a judicial body;

(2) make it a business to practice as an attorney at law for a person other than itself in a court or judicial body;

(3) hold itself out to the public as being entitled to practice law, render or furnish legal services, advise or to furnish attorneys or counsel, or render legal services in actions or proceedings;

(4) assume to be entitled to practice law or to assume, use, or advertise the title of lawyer, attorney, attorney at law, or equivalent terms in any language as to convey the impression that it is entitled to practice law or to furnish legal advice, services, or counsel; or

(5) advertise that it has, owns, conducts, or maintains a law office or an office for the practice of law or for furnishing legal advice, services, or counsel, either alone or together with, by, or through a person, whether a duly and regularly admitted attorney at law, or not.

(B) A person who violates the provisions of this section is guilty of a misdemeanor and, upon

conviction, must be fined in the discretion of the court or imprisoned not more than three years, or both.

HISTORY: 1962 Code Section 56-142; 1952 Code Section 56-142; 1946 (44) 2575; 1993 Act No. 184 Section 224.

In addition Title 32 Chapter 3 section 32-3-10 Statute of Frauds precludes any closing of any loan for real estate without the use of a licensed South Carolina attorney. Plaintiff, Wachovia has admitted to their violation of this code of law, the transcript has been ordered from the federal court. If the closing occurs without an attorney being physically present and participating in the major components of the loan closing, the closing agent has committed the unauthorized practice of law. *Doe v. McMaster*, 355 S.C. 306, 585 S.E.2d 773 (2003); *State v. Buyers Serv. Co.*, 292 S.C. 426, 357 S.E.2d 15 (1987). The unauthorized practice of law is taken seriously here in South Carolina. It's a felony punishable by up to \$5,000 fine or five years imprisonment, or both. See S.C. Code Ann. § 40-5-310. The South Carolina Supreme Court has held that a mortgage loan closing which was not closed by an attorney cannot be foreclosed. Specifically, in *Matrix Financial Services Corp. v. Frazier*, 394 S.C. 134, 714 S.E.2d 532 (S.C. 2011), the South Carolina Supreme Court held:

This Court has previously held the presence of attorneys in real estate loan closings is for the protection of the public and that 'protection of the public is of paramount concern' in loan closings. *Buyers Serv.*, 292 S.C. at 433, 357 S.E.2d at 19. Enforcing this requirement will come as no surprise to any lender. Lenders cannot ignore established laws of this state and yet expect this Court to overlook their unlawful disregard. We take this opportunity to definitively state that a lender may not enjoy the benefit of equitable remedies when that lender failed to have attorney supervision during the loan process as required by our law. We apply this ruling to all filing dates after the issuance of this opinion. *Postscript: The Matrix case, as with an earlier South Carolina Court of Appeals case, Wachovia Bank, N.A. v. Coffey*, 389 S.C. 76, 698 S.E.2d 244 (Ct. App. 2010), has put many lenders in a dangerous position. The Court has said very clearly that if lenders ignore South Carolina loan closing requirements, the Court will not afford the lender the equitable remedy of foreclosure. The legal doctrine is called "unclean hands" and means that a party who seeks equity (fairness) must have done equity (followed the law at closing). see "South Carolina Supreme Court: Lender that Closed a Mortgage Loan Without a Lawyer's Supervision Cannot Avail Itself of Equitable Remedies." written by B. Rush Smith, III, a Columbia, South Carolina attorney.

Wachovia has admitted to the unclean hands prohibition to remedy and the Master in Equity is well aware of the admissions presented in this case and the transcript that is on order from the federal court hearing in front of Judge Duncan where the admission took place. Wachovia has shown no sufficient cause as to why they should be exempt from the South Carolina Supreme Court ruling in *Wachovia v. Coffey*. Section 29-3-40 below makes it clear that the extinguishment is the only option in this case and an order to release a lien held by Wachovia. Wachovia's violation of practicing without a license to close a loan in SC and Wachovia's violations under the SC Statue of Frauds relating to closing real estate without an attorney present precludes any granting of any foreclosure by the Master in Equity in favor of Wachovia. Wachovia by their own mistake and action destroyed their right to foreclose and any rights to enforce the construction contract. In addition Wachovia merged the two contracts the second loan and the

construction contract thereby destroying and voiding any right to then break the two apart thereafter as they are attempting to do.

SECTION 29-3-430. Order to cancel mortgage or release lien upon failure to show sufficient cause.

If the parties so served with the petition and rule shall not attend to show cause or, attending, shall fail to show sufficient cause and the court or judge shall be satisfied that the debt or obligation secured by the mortgage has been fully paid, satisfied, discharged, released or extinguished or that the lien of the mortgage has been released, discharged or extinguished, the court or judge shall thereupon, by an appropriate order, direct the proper officer to satisfy and cancel the mortgage or the record thereof or to release the lien of the mortgage upon the record thereof, as the case may be.

3. Non-Compliant Advertising content precludes the sale of the property.

Section 15-39-660 stipulates that the correct time and place of the sale must be included in the advertisement three publications. Changing the sale date at late notice will not satisfy this mandate. In addition there must be three publications to which the sale is published prior to the sale date. This requirement has not been satisfied.

SECTION 15-39-660. Contents of advertisement of sale; manner of publication.

The sheriff shall specify in the advertisement the property to be sold, the time and place of sale, the name of the owner of the property and the party at whose suit the sale is to be made and shall publish the advertisement at three public places in the county, one of which shall be at the courthouse door, and publication shall also be made in some gazette, as provided in Section 15-39-650, before the day of sale, if the sale is to be made in a county in which a newspaper may be printed.

4. Wachovia has overlooked a junior mortgagor or lienholder.

The "Oops" Rule in South Carolina states clearly. The "Oops" Rule. Occasionally even the most well-seasoned practitioner will omit a junior lienholder or junior mortgagor. An omitted junior lienholder or omitted junior mortgagor retains its right of redemption and retains its lien in the property itself. See *Peeples v. Snyder*, 141 S.C. 152, 139 S.E. 409 (1927). If this occurs, the lawyer handling the mortgage foreclosure action may bring a Rule to Show Cause requiring the omitted lienholder or mortgage holder to show cause why the lienholder or mortgage holder should not be bound by the foreclosure proceedings. The omitted junior lienholder or mortgage holder can prevail only if the land is worth more than the total of the prior

encumbrances and if it is established that, in all probability, a resale of the land would generate proceeds which would reach the claim of the junior lienholder or mortgage holder. See *Union National Bank of Columbia v. Cook*, 110 S.C. 99, 96 S.E. 484 (1918). The Singletary's property located at 4321 Waterview Circle in Charleston SC TMS # 408-09-00-286 has a Junior lienholder and or Mortgagor that Wachovia has overlooked. That retains the right of redemption on the property to which the proceeds of the land sale will exceed the total of the prior encumbrances and the resale of the land will in fact generate proceeds that will reach the claim of the junior lien or mortgage holder.

5. No conveyance of the Property with false advertising and without the bid being left open for Upset Bidding can occur and must be stipulated.

While Wachovia does not elect efficiency they do in fact in the complaint elect personal property in the judgment. The prohibition is that neither personal or deficiency can be requested in order to stay the "Upset bid" provision and under section 15-39-760 this must be stated in the advertisement which was omitted on May 14, 21, and 28th 2014. Therefore the publication is improper and not in compliance with the foreclosure laws of SC. The bidding will remain open after the sale. This evokes section 15-39-720 precluding the close upon the sale but it shall, must remain open until the 13th day after the sale for a person who may bid higher. In addition the Master's Sale publication Exhibit A is not signed by the Master in Equity and does not constitute any order to conduct any sale.

SECTION 15-39-760. Provisions of Sections 15-39-720 to 15-39-750 inapplicable to certain foreclosure suits.

The provisions of Sections 15-39-720 to 15-39-750 shall not apply to any suit brought for foreclosure if the complaint therein states that no personal or deficiency judgment is demanded and that any right to such judgment is expressly waived or when the plaintiff is suing in a representative or fiduciary capacity or a defendant is sued in such capacity and sets up a right to affirmative relief in his answer, makes the beneficiary or a member of the class of beneficiaries a party to the action and requests in the complaint or answer leave of the court to waive any right to a personal or deficiency judgment, and such leave is granted by the court and incorporated in the decree. But in any such case the sales officer shall state in the advertisement of sale that no personal or deficiency judgment is demanded and that the bidding will not remain open after the sale but that compliance with the bid may be made immediately.

SECTION 15-39-720. Upset bids within thirty days on foreclosure or execution sale.

In all judicial sales of real estate for the foreclosure of mortgages and sales in execution the bidding shall not be closed upon the day of sale but shall remain open until the thirtieth day after such sale, exclusive of

the day of sale. Within such thirty day period any person other than the highest bidder at the sale or any representative thereof in foreclosure and execution suits may enter a higher bid upon complying with the terms of sale by making any necessary deposit as a guaranty of his good faith, and thereafter within such period any person, other than such highest bidder at the sale or any representative thereof, in foreclosure suits may in like manner raise the last highest bid, and the successful purchaser shall be deemed to be the person who submitted the last highest bid within such period and made the necessary deposit or guaranty. But the mortgagee or his representative shall enter such bid as he desires at the time the sale is made, and he and all persons acting in his behalf shall be precluded from entering any other bid in any amount at any other time except the single or last bid made by him or in his behalf at the sale. If the thirtieth day falls on Sunday the bidding shall be closed on the Monday immediately following.

The bidding shall be reopened by the officer making the sale on the thirtieth day after the sale, exclusive of the day of the sale, at eleven o'clock in the forenoon and the bidding shall be allowed to continue until the property shall be knocked down in the usual custom of auction to the successful highest bidder complying with the terms of sale. The sales officer shall announce the sales about to be closed and shall receive the final bids in such sales in the order determined by him.

SECTION 29-3-420. Service by publication on certain parties.

If (a) the mortgagee or any of his pledgees or assignees or any other person having any right, title or interest in or lien upon the mortgage shall be dead at or before the time of the filing of the petition and no legal representatives have been appointed and qualified for such person, (b) any of such persons cannot be found within this State or (c) the mortgagee, assignee, pledgee or interested person is a domestic or foreign corporation which has been dissolved or has ceased to do business in this State and no officer or agent authorized to accept service of the petition and rule can be found in this State, the court or judge, upon proof of such facts by affidavit of the petitioner, shall grant an order for the publication of the rule to show cause, such publication to be made once a week for three consecutive weeks in some newspaper published in the county in which the mortgaged property or some part thereof is situate or, if there is no newspaper in such county, by posting a copy of the petition and rule to show cause upon the courthouse door of the county for a period of three weeks. Such constructive service shall be complete upon the expiration of twenty-one days from the time of the first publication or posting of the petition and rule to show cause.

5. Finally, The South Carolina Court of Appeals letter dated May 20th, 2014 case 2013-002626

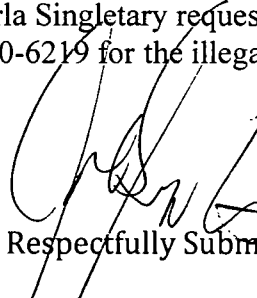
The South Carolina Court of Appeals which was petitioned regarding the contract dispute as no pledge of real estate has ever existed for a final mortgage ever existed, nor doe the court record in the RMC office show any consummated mortgage on file. The automatic stay imposed when matters of contractual disputes arise is in effect and precludes any sale of property. Furthermore the SC legal prohibition of any forward movement until the transcripts are delivered prevents any sale of the property located at 4321 Waterview Cir. TMS # 408-09-00286, see exhibit B. In addition on May 28th, 2014 a request for a formal express emergency stay has been request from the South Carolina Court of Appeals, The Supreme Court of South Carolina, Chief Justice Jean Toal and the United

States Supreme Court, Chief Justice, Justice Roberts. The blatant violation of the United States Constitutional 6th Amendment right to have and possess property and that it shall not be taken without due process of law is an non-perishable right that must be protected for all American Citizens particularly those who are in full compliance with the law as the Singletary's are in this case.

Movant request an immediate compliance with the SC Code of Laws by the plaintiff who earlier requested a pulling of the sale that master granted, the new discovery associated with the pulling of the sale is critical to the disposition of this proceedings and the previous order that was done based upon incorrect information by the plaintiff to the court. Litigants have uncovered fraudulent documents submitted on behalf of the plaintiff to the courts, and admissions by the plaintiff that could not have been known prior by plaintiff. In addition the amounts submitted to the Master in Equity by the plaintiff are incorrect and the master previously has upon the request by the defendants failed and refused to demand plaintiff provide the defendant's with an itemized list of expenses and fees. Due process, Equal Protection of the Law and Fundamental Fairness demands a subsequent hearing prior to any sale in order to conclude the matters that were left unfinished on February 4, 2014. A stay of any sale in case no. 2009-cv-10-6219 on the 3rd of June 2014 11:00 or shortly thereafter until previous unfinished hearing are concluded is necessary and without such hearing justice could not be served.

Wherefore Defendant's John and Carla Singletary request a postponement or termination of the sale in case number 2009-cv-10-6219 for the illegal conveyance of property.

May 28, 2014



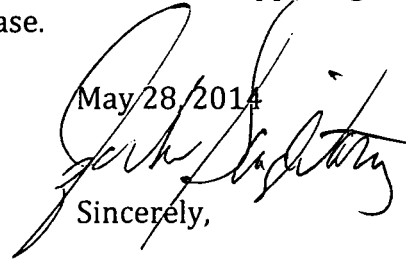
Respectfully Submitted,

John Singletary and Carla Singletary
4321 Waterview Circle
North Charleston, SC 29418

Certificate of Service Case 2:09-cv-10-6219

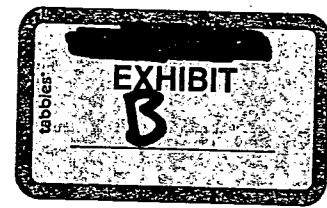
A true and complete copy of this document was submitted to the opposing attorney of record in this case.

May 28, 2014

A handwritten signature in black ink, appearing to read "John Singletary", written over the date and the word "Sincerely".

Sincerely,

John Singletary



The South Carolina Court of Appeals

JENNY ABBOTT KITCHINGS
CLERK

V. CLAIRE ALLEN
DEPUTY CLERK

POST OFFICE BOX 11629
COLUMBIA, SOUTH CAROLINA 29211
1015 SUMTER STREET
COLUMBIA, SOUTH CAROLINA 29201
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FAX: (803) 734-1839
www.sccourts.org

May 20, 2014

Carla C. Singletary
4321 Waterview Circle
North Charleston SC 29418

John G. Singletary
4321 Waterview Circle
North Charleston SC 29418

Re: Wachovia Mortgage v. Carla C. Singletary
Appellate Case No. 2013-002626

Dear Carla and John Singletary:

Our records indicate that the transcript in the above matter should have been delivered. As of today's date, we have not received any information indicating that the court reporter has been granted an extension. Further, you have not notified us that you have failed to receive the transcript, nor have we received your initial brief.

If you have not yet received the transcript, Rule 207 of the South Carolina Appellate Court Rules requires you to contact the Office of Court Administration. The address for Court Administration is as follows:

South Carolina Office of Court Administration
1015 Sumter Street, Suite 201
Columbia, SC 29201

Be sure to copy the Court and opposing counsel with all correspondence concerning the transcript.

Please advise the Court of the status of the transcript within ten (10) days of the date of this letter, or your appeal may be dismissed.

Very truly yours,

V. Claire Allen, Deputy

CLERK

cc: Chad Wilson Burgess, Esquire
Wm. Howell Morrison, Esquire
Samuel C. Waters, Esquire

CASE: MBR. AMELIA.



STATE OF SOUTH CAROLINA, COUNTY OF CHARLESTON: IN THE COURT OF
COMMON PLEAS

WACHOVIA MORTGAGE, FSB, SUCCESSOR IN INTEREST TO WACHOVIA
MORTGAGE CORPORATION, PLAINTIFF, VERSUS JOHN G. SINGLETARY, JR., CARLA
C. SINGLETARY, AND WACHOVIA BANK, NATIONAL ASSOCIATION, DEFENDANTS.

Upon authority of a Decree dated the 29th day of December, 2010, I will offer for sale to the
highest bidder for cash, at public auction, the premises fully described below, at the Front Entrance
of CHARLESTON COUNTY JUDICIAL CENTER, 100 Broad Street, Charleston, South
Carolina, on the 3rd day of June, 2014, at 11:00 a.m. or shortly thereafter.

ALL that certain portion of land, with the buildings and improvements thereon, situate, lying and
being in the County of Charleston, State of South Carolina, known and designated as Lot 25, Block
L, Evanston, Section VI, as shown on that certain plat entitled "PLAT OF EVANSTON SECTION
IV, LOCATED IN THE CITY OF NORTH CHARLESTON, CHARLESTON COUNTY,
SOUTH CAROLINA," dated June 27, 1977 by Sigma Engineers and recorded in the RMC Office
for Charleston County in Plat Book AJ at page 45. Said lot having such size, shape, dimensions,
buttings and boundings as will by reference to said plat more fully and at large appear.

SUBJECT to assessments, Charleston Ad Valorem Taxes, any and all restrictions, easements,
covenants and rights of way of record, and any other senior encumbrances.

BEING the same property conveyed to John G. Singletary, Jr., and Carla C. Singletary by Deed of
Gloria D. McCracken and Sarah M. Mitchell dated December 23, 2003 and recorded January 9,
2004 in the Office of the RMC for Charleston County in Book Z-480 at page 179.

TMS # 408-09-00-286

Current Property Address: 4321 Waterview Circle
Charleston, South Carolina 29418

No personal or deficiency judgment being demanded, the bidding will not remain open after the
date of sale, but compliance with the bid may be made immediately.

The property shall be sold for cash to the highest bidder. The highest bidder, other than the
Plaintiff, will be required to deposit with the Master, at the conclusion of the bidding, cash or
certified check in the amount of five (5%) per cent of the bid: the said deposit to be applied to the
purchase price.

Should the highest bidder fail to comply with the bid within thirty days from the date of sale, the
Master will resell the property at the risk and expense of the defaulting bidder upon the same terms
as above set out. The Sheriff of Charleston County may be authorized to put the purchaser into
possession of the premises if requested by the purchaser.

PLAINTIFF'S ATTORNEY
Stanford J. McQuillen, III, Esquire
Wm. Howell Morrison, Esquire
(843) 722-3366

FOR INSERTION
May 14, 21, 28, 2014

Send bill as usual

Mikell R. Scarborough
Master in Equity

STATE OF SOUTH CAROLINA)
)
COUNTRY OF CHARLESTON)

IN THE COURT OF COMMON PLEAS
FOR THE NINTH JUDICIAL CIRCUIT
CASE NO. 2009-CP-10-6219

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

Plaintiff,

Vs.

Carla C. Singletary, John G. Singletary Jr.

Defendants,

**MOTION FOR HEARING AND NEW
TRIAL**

FILED
2014 MAY 27 PM 2:19
JULIE J. ARMSTRONG
CLERK OF COURT
BY _____

Motion for Hearing and New Trial

Movant Pursuant SCRC 60(b) request a hearing and new trial predicated upon Plaintiff's subsequent admission in federal court to the illegal practice of law without a license in connection with this case and foreclosure which bars any remedy from the courts due to unclean hands. In addition there is a Court's conflict of interest that should have been revealed earlier. The Code of Judicial Conduct (CJC) requires an ethical disclosure to parties by the Judge of matters that may cause a Judge's impartiality to come into question or any hint or appearance of impropriety. Previous relationships and or imputed judicial relationships in this case are in contravention to the mandates of the CJC.

The South Carolina Supreme Court in the Segars-Andrews's Case is very clear that denial of judicial recusals when the appearance of impropriety is present renders a Judge unfit to continue serving in their present capacity. John Singletary has ordered the copy of the transcript (see exhibit A) regarding Wachovia's admission on the record as to their violation of SC Law relating to practicing without a license. For the Record John Singletary states that Wells Fargo through its attorney HSB has acknowledged in Federal Court in front of Judge Duncan that they in fact did practice law without a license and is in violation of SC Law. Wachovia is an habitual offender of the SC Law of practicing without a license. In the Supreme Court of South Carolina case No. 27282 Wachovia Bank v. Coffey, HSB also counsel for Wachovia received an Supreme Court ruling against them where the Supreme Court held that Wachovia was indeed practicing without a license for closing a loan without a South Carolina Attorney present. Wells Fargo has admitted to the very same act on the record in the Singletary's case regarding 4321 Waterview Circle, the property being foreclosed upon. The Singletary's still reserve the position that no mortgage exist as no property was ever pledged, but a construction loan is all that

exist which requires a trial as demanded in the Court of Common Pleas. The RMC's Office bears no required element of mortgage for the Singletary's Property TMS # 408-09-00-286, thus no matter of equity exist and the Singletary's jury trial request must be granted. In addition no proper referral to the Master in Equity exists. The Master in Equity is illegally conveying property outside the scope of his authority per the SC Code of Law and his authority as a Master in Equity. The Supreme Court held in Coffey that this very same plaintiff "Wachovia is not entitled to equitable relief because it made a mistake." The court also held "The Petitioner never possessed a valid mortgage in the property and cannot pursue an action against Wife related to that mortgage." "A mortgage foreclosure is an action in equity". Without any pledge of property, with Wachovia's mistake of practicing without a license, a federal mandate of stay, no remand from the federal court nor any challenge to removal, the Master in Equity incorrectly relies upon 28 USC 1446 as the removal statute rather than the proper 28 USC 1441 were defendant John and Carla Singletary properly removed the case, sewer service, and violations of SCRC 41 regarding multiple voluntary dismissals no matter of equity exist that Wachovia can request remedy from any Master in Equity, especially were judicial impropriety exists. The Master in Equity himself on page 1, line 5 of the February 4th, 2014, see exhibit B, transcript of the case at bar states "in fact the sale was pulled." Any pulling of a sale requires a subsequent hearing to resolve any issues related to the pulling of the sale. Attorney Morrison on page 11 line 7 of the same transcript confirms the Judges factual statement that the sale was pulled. For the aforementioned reasons and the outstanding motions that were not heard and the pulling of the sale entitles and mandates a new hearing in this case. Clearly, any reasonable minded American speaking person would view a refusal to grant a hearing under these circumstances as more than an appearance of impropriety and under the circumstances a neutrally detached jurist is required. The continual violation outside of the authority and SC Law removes all judicial immunity.

The Hearing before the Master-in-Equity on February 4, 2014 makes it very clear that the herring was stayed until jurisdiction was released from the Federal Bankruptcy Court. Clearly a continued hearing is required. In addition the court itself matters were ongoing and could be resuscitated in the Master in Equity Court after a Federal release of the automatic stay. Several Motions have not been heard by the court and require a ruling and a hearing in the interest of the right to being heard under due process and equal protection of the law. All outstanding motions are hereby request to have a hearing set by a Master in Equity to be head as the SCRC mandates.

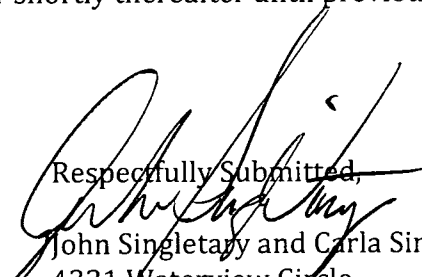
In addition Defendant's John and Carla request clarification of the Master's order of confusion referred to by Attorney Morrison on page 9 line 14 regarding the surety bond order. A new deadline date for the surety bond as it stand the surety bond deadline is open up until the point of sale. Movant will place a Lis pendens in the paper alerting all possible and prospective Sheriff Sale on comers as to the legal quagmire that exist giving them ample warning of the improper conveyance of title in this case. In addition the insertion for the June 3, 2014 sale is not signed by any

judge as required and constitutes no order. No itemization of expenses and cost for the sale as required by law has ever been calculated by the Master in Equity. No 71(b) motion for final judgment was ever presented to the defendant's or to the court as defendant's can see as required by law. The SC Foreclosure law stipulates as follows: Deed. Once the high bidder has complied with his or her bid, the Equity Judge or other court officer making the sale executes a deed to the purchaser. Rule 71(b). This is not a general warranty deed but is a Master's Deed. In other words, the Master's Deed conveys whatever title is represented by the property interests properly before the court. If there is a defect in the foreclosure action itself, the Master's Deed may not even convey clear, marketable title. In the Singletary's case Wachovia has no valid title to any property connected to TMS number 408-09-00-286. Also surplus funds are in the property and SC Law requires three appraisals after the sale for settlement.

Finally, the "Oops" Rule in South Carolina states clearly. The "Oops" Rule. Occasionally even the most well-seasoned practitioner will omit a junior lienholder or junior mortgagor. An omitted junior lienholder or omitted junior mortgagor retains its right of redemption and retains its lien in the property itself. See *Peeples v. Snyder*, 141 S.C. 152, 139 S.E. 409 (1927). If this occurs, the lawyer handling the mortgage foreclosure action may bring a Rule to Show Cause requiring the omitted lienholder or mortgage holder to show cause why the lienholder or mortgage holder should not be bound by the foreclosure proceedings. The omitted junior lienholder or mortgage holder can prevail only if the land is worth more than the total of the prior encumbrances and if it is established that, in all probability, a resale of the land would generate proceeds which would reach the claim of the junior lienholder or mortgage holder. See *Union National Bank of Columbia v. Cook*, 110 S.C. 99, 96 S.E. 484 (1918). The Singletary's property located at 4321 Waterview Circle in Charleston SC TMS # 408-09-00-286 has a Junior lienholder and or Mortgagor that Wachovia has overlooked. That retains the right of redemption on the property to which the proceeds of the land sale will exceed the total of the prior encumbrances and the resale of the land will in fact generate proceeds that will reach the claim of the junior lien or mortgage holder.

Wherefore Movant request a hearing to conclude the matters that were left unfinished on February 4, 2014 and a stay of any sale in case no. 2009-cv-10-6219 on the 3rd of June 2014 11:00 or shortly thereafter until previous unfinished hearing are concluded.

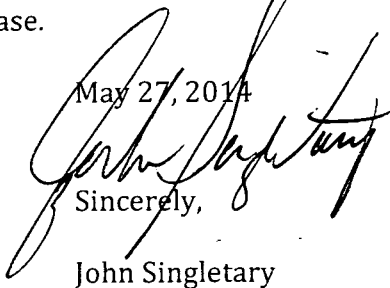
May 27, 2014

Respectfully Submitted,

John Singletary and Carla Singletary
4321 Waterview Circle
North Charleston, SC 29418

Certificate of Service

A true and complete copy of this document was submitted to the opposing attorney of record in this case.

May 27, 2014

A handwritten signature in black ink, appearing to read "John Singletary", written over the date and the word "Sincerely".

Sincerely,

John Singletary

EXHIBIT A

Thank you Mr. Singletary.

If you still want a CD of the hearing, you will need to fill out a CD request form that is located on our website, www.scb.uscourts.gov. The \$30 fee for it should be sent to US Bankruptcy Court, 1100 Laurel Street, Columbia, SC 29201. Once the request is received I will make the CD for you and call you when you can pick it up here at the Charleston courtroom.

Thank you.

Regina L. Schmidt
Courtroom Services
U. S. Bankruptcy Court
145 King Street, Ste. 225
Charleston, SC 29401
843-727-4112

From: John Singletary <johnsingletary@ifrinc.org>
To: regina_schmidt@scb.uscourts.gov
Cc: John Singletary <john@singletaryphotography.com>
Date: 05/27/2014 08:30 AM

Subject: Transcript the expedited is fine. I changed
it on the form

NAD-016 (Rev. 12/92)		Administrative Office of the United States Courts		FOR COURT USE ONLY DUE DATE:	
TRANSCRIPT ORDER					
NAME John Smolatory		PHONE NUMBER 442 6982823		DATE 5/22/2014	
MAILING ADDRESS 4421 10th Avenue Ct.		CITY North Charleston		STATE SC	
CASE NUMBER 14-0043-001		JUDGE Duckett		DATE OF PROCEEDINGS	
CASE NAME M - 0043-001		LOCATION OF PROCEEDINGS		FROM C - 2014-01	
ORDER FOR <input type="checkbox"/> APPEAL <input type="checkbox"/> NON-APPEAL		<input type="checkbox"/> ORIGINAL <input type="checkbox"/> COPY		<input type="checkbox"/> ORIGINAL <input type="checkbox"/> IN FORMA PAUPERIS <input checked="" type="checkbox"/> BANKRUPTCY <input type="checkbox"/> OTHER	
IF TRANSCRIPT IS OF PROCEEDINGS SPECIFY DATE OF PROCEEDINGS OR DATE TRANSCRIPT IS REQUESTED					
FORFEES		DUES		POSTAGES	
<input type="checkbox"/> YOUR DUES		<input type="checkbox"/> TESTIMONY (Other Witness)		<input type="checkbox"/>	
<input type="checkbox"/> OPENING STATEMENT (Plaintiff)		<input type="checkbox"/>		<input type="checkbox"/>	
<input type="checkbox"/> OPENING STATEMENT (Defendant)		<input type="checkbox"/>		<input type="checkbox"/>	
<input type="checkbox"/> CLOSING ARGUMENT (Plaintiff)		<input type="checkbox"/>		<input type="checkbox"/>	
<input type="checkbox"/> CLOSING ARGUMENT (Defendant)		<input type="checkbox"/>		<input type="checkbox"/>	
<input type="checkbox"/> EXHIBITS OF COURT		<input type="checkbox"/>		<input type="checkbox"/>	
<input type="checkbox"/> JURY INSTRUCTIONS		<input type="checkbox"/>		<input type="checkbox"/>	
<input type="checkbox"/> SENTENCING		<input type="checkbox"/>		<input type="checkbox"/>	
<input type="checkbox"/> JUDGE HEARING		<input type="checkbox"/>		<input type="checkbox"/>	
ESTIMATE					
CATEGORY	ORIGINAL (Include Fee Copy for the Court)	FEES	ADDITIONAL COPIES	NO. OF PAGES ESTIMATE	COSTS
CRIMINAL	<input type="checkbox"/>	<input type="checkbox"/>	NO. OF COPIES		
EXHIBITS	<input type="checkbox"/>	<input type="checkbox"/>	NO. OF COPIES		
DUES	<input checked="" type="checkbox"/>	<input type="checkbox"/>	NO. OF COPIES		
POSTAGES	<input type="checkbox"/>	<input type="checkbox"/>	NO. OF COPIES		
CERTIFICATION OF A PLY (By signing below, I certify that I will pay all charges shown on this additional bill.)				ESTIMATE TOTAL	0.00
SIGNATURE John Smolatory			PROCESSED BY		
DATE 5/22/2014			PAGE NUMBER		
TRANSCRIPT TO BE PREPARED BY			COURT ADDRESS		
ORDERS RECEIVED	DATE	BY			
DEPOSIT PAID			DEPOSIT PAID		
TRANSCRIPT ORDER FEE			TOTAL CHARGES		0.00
TRANSCRIPT RECEIVED			LESS DEPOSIT		0.00
ORDERING PARTY NOTIFIED			TOTAL REMUNDED		
PARTY RECEIVED TRANSCRIPT			TOTAL DUES		0.00

20

John E. Smolatory

~~FILE~~ ADMISSION B.J. PL

1 STATE OF SOUTH CAROLINA)
 : IN THE COURT OF COMMON PLEAS
 2 COUNTY OF CHARLESTON)
 3 WACHOVIA MORTGAGE,)
)
 4 Plaintiff(s),) HEARING
)
 5 -vs)
)
 6 CARLA AND JOHN)
 SINGLETARY,)
 7)
 Defendant(s),)
 8 -----)

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Given before The Honorable Judge Mikell Scarborough in
 the Charleston County Courthouse, 100 Broad Street, Suite
 266, Charleston, South Carolina on Tuesday, February the 4,
 2014, commencing at 2:00 o'clock p.m.

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For the Plaintiff	:	Haynsworth Sinkler Boyd
		By: Howell Morrison, Esq.,
		By: Stafford McQuillin, Esq.,
		134 Meeting Street - 4th Floor
		Charleston, SC 29401
For the Defendant	:	John Singletary
Also Present	:	Cynthia Sewell

INDEX TO EXHIBITS

(None were marked.)

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1 THE COURT: We're on the record. The case is
 2 captioned Wachovia Mortgage versus Carla and John
 3 Singletary. And present today for the plaintiffs Mr. Howell
 4 Morrison, Mr. Mac McQuillin. And the defendants are
 5 present, that's John and Carla Singletary.

6 Are you Mrs. Singletary? I'm not sure we've met.

7 MR. SINGLETARY: No, she's a stenographer.

8 MS. SEWELL: My name is Cynthia Sewell.

9 THE COURT: How do you spell Sewell?

10 MS. SEWELL: S-E-W-E-L-L.

11 THE COURT: And you're here as a stenographer?

12 MR. MORRISON: Your Honor, we certainly don't have
 13 any problem with this lady taking notes, but I'm a little
 14 concerned about some competing recorded version of the
 15 record when we've got a state approved court reporter here.
 16 And I don't know that she's got a recording device or not,
 17 but I would object to a recording device. It's going to end
 18 up being a competing record potentially with the official
 19 court reporter, which I think is just trouble from the
 20 beginning.

21 THE COURT: Mr. Singletary, you want to be heard
 22 on that?

23 MR. SINGLETARY: Yes, sir. The reason why she's
 24 here is because in your correspondence to me you stated that
 25 because I requested the hearing pro se that I would not be

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1 allowed to access the court reporter from the court's
2 transcript. And the order says that I needed to bring my
3 own if I wanted to have a copy, but I will have no problems
4 if they will allow me to have a copy of the transcript.

5 THE COURT: Well, the transcript will be
6 available. Let me address this so that we're clear. And
7 Ms. Sewell, I appreciate you being here. Here's what's
8 going on in my office just so y'all know. My regular
9 employee of Charleston County court reporter is out on
10 Family Medical Leave Act. And she has been so since the 1st
11 of December.

12 And I understand, Mr. Singletary, that you have
13 requested some copies of transcripts. And I'll go over
14 those with you and what's there. However, while she's on
15 leave I can't make her do anything. I think she can work if
16 she would like to work, and we have sent your requests to
17 her, but I'm going to tell you I have not gotten a response
18 from her. So I don't know where that stands. And that may
19 have an impact on your appeal that you have filed. And
20 we're here today sort of hearing post trial motions. And so
21 I'm giving you that background just so you know.

22 We have gone to the trouble and expense of providing
23 the court reporter today ourselves. And so I tend to agree
24 with Mr. Morrison that I think there may be a conflict. And
25 so I would just state for the record that the only official

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1 transcript would be the one that comes from the court
2 reporter that's been provided by the Court.

3 Ms. Sewell, if you'd like to take notes you certainly
4 may. I'm going to ask that if you do have a recording
5 device that you turn that off and we not use that. Okay?
6 That will clear up that issue. There'll be no question that
7 there's a clear verbatim transcript from the Court and the
8 Court's court reporter.

9 Mr. Singletary, that transcript may be available to you
10 upon request and upon your arrangement with the payment with
11 Ms. Scoggan. And she's here, and she can provide you her
12 card. She's provided by the Court. She's not an employee
13 of the Court. And that's what we've been doing. She's been
14 working with me since I think probably mid if not early
15 December just trying to get these things done.

16 MR. SINGLETARY: I just wanted to state -- well,
17 object for the record not being able to use my court
18 reporter or the recording device, because the sunshine law
19 allows for it to happen. It's not intrusive. It's not
20 getting in the way. The audio recording -- it's not a video
21 recording. And what it does is it increases the expense for
22 me to have to pay for a transcript when I've already
23 actually paid for a court reporter of my own.

24 THE COURT: I'm going to overrule that objection.
25 And I'll state again for the record, the only true copy of

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1 the transcript of this recording will be provided by the
2 Court's authorized court reporter, that's Ms. Stacey
3 Scoggan.

4 MR. SINGLETARY: So we will not be able to use the
5 device, or yes we will?

6 THE COURT: No.

7 MR. SINGLETARY: We will not. Yes, sir.

8 THE COURT: Now, let's address the issues. And
9 then I just was handed a bankruptcy case filing which was
10 effective yesterday. So that's probably going to moot
11 everything, but let me state what the motions are before the
12 Court and then cover another issue which the Court addressed
13 last week.

14 First off, I issued an order setting bond with two
15 sureties last January 28th. I think that was Tuesday at
16 8:47. Mr. Singletary came in here last Monday. Based on
17 the weather I think it turned out there was very little
18 court last week. I was out of town at the end of the week.
19 I issued this order ex parte. We can address that issue if
20 y'all would like to address the setting of the bond. But I
21 read the motion to be an attempt to stay the sale pending
22 the appeal. And the only way to do that is by setting a
23 bond. So that's why I issued the order that I issued.

24 I will tell y'all that in my ten years of being on the
25 bench I have found no instruction on how to set a bond or in

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1 how much. So it seems to be totally discretionary with the
2 Court. The only thing I know is if you don't set it or you
3 set it too much the Court of Appeals will send it back. So
4 if y'all would like to be heard on that, y'all are the ones
5 that got no input into it. So Mr. Morrison or Mr.
6 McQuillin?

7 MR. McQUILLIN: Just briefly, Judge. That issue
8 was well developed in the federal action. There were
9 several appraisals done. And we have a bunch of testimony
10 from Mr. Singletary that the appraisal of \$700,000 he
11 thought was actually low because of false statements in the
12 appraisal. And so he clearly values the property well over
13 \$700,000. We'd ask to have a couple days to submit
14 information to the Court on that issue about the value of
15 the property as it was developed in the federal case.

16 THE COURT: And Mr. Singletary?

17 MR. SINGLETARY: Yes, sir. First of all, I'm not
18 an appraiser. And as a result anything I say concerning the
19 value is just that, what I think. Everybody thinks that
20 their home is worth a whole lot more than it probably is.
21 But in terms of setting the value the home is not completed
22 as a result of no CO. The tax record reflects what the
23 value of the lot is. And until it's been re-appraised or
24 certificate of occupancy issued so that the intended use of
25 the property is sufficient then I think the tax map record

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1 is, like you said, should be used.

2 THE COURT: And I'll say this, Mr. McQuillin, if
3 you'd like to provide something I'll let you do that. I
4 don't believe that the value of the property is the correct
5 way to set the amount of the bond. I think the statute
6 talks in terms of potential for waste. I quoted some of the
7 language in the statute in the order.

8 But what's unusual about this case are a number of
9 factors. Number one, you do have a house that's largely
10 constructed but no CO has ever been issued. So you don't
11 have a final assessed value for a fully constructed house
12 for the county for tax purposes. I think the county website
13 says it's 65,500.

14 The decrease in this case is from December, 2010, so
15 it's three years old. And at the time of the decree
16 interest was 31,000, almost \$32,000. It's continued to
17 accrue interest, but I don't know what that is unless it's
18 calculated. That interest was only for about 18 months, and
19 we've had clearly another 36 months. So it could well be
20 three times what that figure is. But the Court's got to
21 pick a figure out.

22 All I can tell you is one time I set it based on what I
23 thought the cost of the amount of the interest was going to
24 be over the time of the appeal, but I don't know whether
25 that's going to be one year, two years, five years, or no

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1 years. So I just picked a figure. But I'll be glad to hear
2 from y'all if y'all would like to see it. I just don't know
3 that it's going to change my opinion on that.

4 What does need to happen would be in order to stay the
5 sale a bond would have to be posted with two sureties, so a
6 \$75,000 bond with two sureties. And I don't know if you've
7 looked into that, but that was my reason for getting that
8 order out ex parte was because the sale was scheduled today
9 at 11:00. There's no way I can tell you at 10:00 a.m. that
10 you need a bond with two sureties at 10:00 and have you get
11 it at 11:00. So you may continue to pursue that. But once
12 again, I think the filing of bankruptcy may well make that
13 issue moot. So that's just for the record.

14 MR. MORRISON: Further to that one issue, if I
15 may, Judge Scarborough. Your surety bond order had a
16 deadline date for him to file to the surety bond from the
17 two sureties of February the 4th. Since that order was
18 issued there's been another development we need to take into
19 consideration. What I'm leading up to is we would like once
20 the Court has heard all the facts now we would like the
21 Court to at least put a new deadline date for these surety
22 bonds, because it's going to be more confusion if one pops
23 up two hours before the courthouse sale.

24 What has happened is that our client, Wells Fargo's
25 business department, we learned yesterday morning --

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1 actually the lawyer we report to learned Friday afternoon
2 and he couldn't get to the bottom of it, that the business
3 department at Wells Fargo has asked time to conduct it's
4 usual full review of performance of the mortgage payments
5 and nonpayments, which is a standard operation for them to
6 confirm before any property goes to foreclosure sale that
7 they have their records all together straight, that they're
8 clear about justification for the foreclosure.

9 For some reason I cannot explain they were behind doing
10 that. This time it actually works to Mr. Singletary's
11 benefit because there was a communication sent by the
12 business department to the law department handling this case
13 to please postpone the sale. We don't expect that
14 anything -- and I think that communication came to the
15 Court. We don't expect that anything will ultimately be
16 found in the review that would cause the bank to reconsider
17 it's position. But they have this safety mechanism in
18 place. I apologize if it kicked in late.

19 I also have heard that the Court has a rule of thumb
20 about re-setting a foreclosure if a foreclosing bank asks
21 for a postponement of the sale. I don't know exactly what
22 that rule is. All of this may be mooted by this bankruptcy
23 filing. The first we've heard of it is five minutes ago.
24 But I wanted the Court to be aware of that and factor it
25 into the big picture that we would like to get the next

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1 reasonable opportunity for the foreclosure sale depending on
2 all these other factors in the Court's discretion.

3 THE COURT: What I understand is that some time
4 over the weekend, or I got wind of it yesterday, the bank
5 had intended to pull the sale, and in fact the sale was
6 pulled, which was scheduled for 11:00 is what I understand.

7 MR. MORRISON: Yes, sir.

8 THE COURT: And Mr. Singletary, I don't know if
9 you were made aware of that or not.

10 MR. SINGLETARY: Absolutely not.

11 THE COURT: You would have been made aware of that
12 at 10:00 a.m. I discovered that late yesterday or some time
13 yesterday during the day. I haven't seen anything in
14 writing. The typical procedure is somebody from the bank or
15 somebody from the foreclosing attorney's office calls this
16 office and says that they're pulling the sale. They do that
17 right up until 11:00 a.m. That happens every sales day. I
18 never know why. I don't ask why. But if the foreclosing
19 bank says they want to pull the sale I don't worry about it.

20 What I do worry about is when they constantly do that.
21 That's when I have a problem. So my procedure is Mr.
22 Morrison was making reference to is if this happens more
23 than once then the likelihood of the case getting dismissed
24 and having to start the whole thing over starts again.
25 That's just my process because I find it to be punitive to

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1 somebody to have to constantly be worrying about having a
2 house sold and then they pull it back.

3 So what I would need would be some rationale. How long
4 it takes them to review that process is really of no concern
5 to me. With bankruptcy filing in place the matter is going
6 to be, once again all these issues are becoming moot, but it
7 would stay the process unless and until of course the
8 bankruptcy stay is lifted for any number of reasons. So
9 that's the lay of the land. And evidently the sale was not
10 going to go forward today. I don't know whether it takes
11 them a day to review that, a week to review that, a month to
12 review it, two months to review it. But I just need to be
13 apprised of that.

14 And clearly while the bankruptcy stay is in effect
15 there will be nothing going on with this case. So what I'm
16 probably going to be doing here, and I can look to y'all or
17 I can do a Form 4 order is that this matter, the sale would
18 be stayed pending bankruptcy. So the case itself is in an
19 unusual posture, because you've got appellate issues out
20 there and then you've got a bankruptcy stay in place. So I
21 think the appellate court is looking to get some resolution
22 on some of these issues that are pending is what I
23 understood.

24 Mr. Singletary, go ahead.

25 MR. SINGLETARY: Your Honor, since the bankruptcy

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1 has been filed any order in this hearing would be moot. So
2 in the interest of the resources of the Court I would
3 request that this hearing be put off until another date.
4 And certainly it's the right to always move the issues from
5 this Court over into the bankruptcy court and the bankruptcy
6 court actually handle all the matter in the case. That's an
7 option as well. The law allows you to move all issues
8 concerning the bankruptcy into the bankruptcy court. And
9 they can then adjudicate the matters. And so because that
10 is the situation and that is an option I would request that
11 we simply cancel the meeting for the day.

12 THE COURT: Mr. Morrison?

13 MR. MORRISON: Your Honor, we haven't been
14 provided anything formal by Mr. Singletary about the
15 bankruptcy filing. He showed us a letter this morning, but
16 I would just start to make sure we have things done properly
17 here that the Court have a filing that is documentation of
18 the bankruptcy filing. Is there something in the record now
19 that we can see?

20 THE COURT: I'm hoping that you got a copy of
21 this, but it just says notice of bankruptcy case filing.
22 And it's file stamped yesterday, 2-3-14 at 2:51 p.m. And it
23 has been filed with the clerk this morning at 9:58 a.m. Did
24 you get a copy of that?

25 MR. MORRISON: No, sir. He didn't have an extra

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1 copy for us, but we'll go down to the clerk's office.

2 THE COURT: The case was assigned case number
3 14-00682. So typically if it's got a case number, that
4 clearly looks like the official stamp from the bankruptcy
5 court.

6 MR. MORRISON: Well, if we are now under an
7 automatic stay, which I think we are unless the Court sees
8 it another way, and as much as it goes against my instincts
9 to agree with my friend, John, on anything legal -- I want
10 that in the record -- if the bankruptcy's got jurisdiction
11 it's got jurisdiction.

12 THE COURT: I tend to agree. All right. I think
13 the matter has become moot as a result of that. So just so
14 recap where we are. The Court's issued an ex parte order
15 setting the bond. I don't think I can do anything with that
16 at this point in time. That matter is going to be over in
17 the stay by the bankruptcy action. That's just the
18 federalism issues with which we work. In the event that
19 there are in fact post trial motions, there's a Rule 60
20 motion pending. I was just looking at those.

21 But I interpreted the motion for property value
22 determination to be a motion for setting bond. And I put
23 that in my order. That's why I explained that. So the
24 notice of appeal was sent. There's a letter in here from
25 the Court of Appeals dated January 22. I think y'all got a

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1 copy of that, just saying if there's any pending post trial
2 motions they need to be disposed of before they'll accept
3 jurisdiction. So at this point in time it looks to me like
4 jurisdiction of this case has been placed over in the
5 federal courts through the bankruptcy court system and will
6 remain there until such time as the bankruptcy court
7 addresses the issue either on the merits or a procedural
8 motion, one way or the other.

9 MR. MORRISON: Is it both John and Carla who filed
10 in the bankruptcy, can you tell?

11 THE COURT: Yes, Chapter 11.

12 MR. MORRISON: Thank you.

13 THE COURT: I think that probably does take care
14 of it. Mr. Singletary, for your benefit you requested dates
15 of transcripts. And the only time we had a hearing was, I
16 believe on November 25th of last year. These other things
17 were either motions being filed or something was going on,
18 but the only actual hearing date I think based on our notes
19 in this record. You sent a letter to Ms. Cali. We got a
20 copy of that.

21 MR. SINGLETARY: Yes, sir.

22 THE COURT: And it says December 4th, November 25,
23 December 5, and December 8. Our records reflect the only
24 time we had a hearing was on November the 25th.

25 MR. SINGLETARY: If I may, Your Honor. I got the

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1 dates from the record, but I actually was here on definitely
2 two dates, one with Mac McQuillin.

3 MR. McQUILLIN: And that was November, that was
4 the 25th.

5 MR. SINGLETARY: Yeah, and Attorney Morrison. And
6 then after that, two days after that there was another
7 hearing. There was a young lady from Rogers and Townsend.
8 And that was the second. So there was at least two in
9 December. The ones in November I think were postponed. But
10 what I wanted was I wanted the transcript portion that shows
11 that the two hearings were scheduled but postponed, because
12 during that time there was a stay at the federal court. So
13 there was at least four scheduled hearings. Two actually
14 took place. The one that was, like I said, with them and
15 the gentlemen from Rogers and Townsend. And the second
16 hearing was definitely the hearing in which the young lady
17 was from Rogers and Townsend.

18 THE COURT: Well, what I recall the first time
19 these two gentlemen showed up Rob Davis was here from Rogers
20 Townsend and Thomas. That's the gentlemen you're referring
21 to. The other time you were here Ms. Jennifer Ruben from
22 Rogers Townsend and Thomas was here. And I don't think
23 these gentlemen were present. And I believe that that case
24 was dismissed. That was some separate action. Y'all might
25 discuss that with your clients and find out what was going

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1 on with that, but some separate action was brought. So that
2 was, I think that was dismissed at that time, because
3 basically you had two actions going at the same time for the
4 same relief.

5 MR. SINGLETARY: That one was dismissed. And when
6 we met the very first time there were two actions going,
7 because there was three total. And Mr. Rob Davis, he
8 actually dismissed his motion at the very beginning of that
9 meeting. So that was two that were actually dismissed. And
10 based on South Carolina Court Rules 41D after a case has
11 been voluntarily dismissed twice it cannot be brought again
12 by the defendant, which means that this present ongoing case
13 has to be dismissed because they don't have standing to
14 bring suit.

15 THE COURT: Well, you'll have to bring that up
16 after you get out of bankruptcy.

17 MR. SINGLETARY: Yes, sir. Yes, sir.

18 (Hearing concluded at 2:30 o'clock p.m.)

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1 STATE OF SOUTH CAROLINA)

2 : C-E-R-T-I-F-I-C-A-T-E

3 COUNTY OF DORCHESTER)

4 I, Stacey L. Scoggan, Court Reporter and Notary Public,
5 certify that I did have The Honorable Judge Mikell
6 Scarborough to appear before me at 2:00 o'clock p.m. on
7 Tuesday, February 4, 2014, at the Charleston County
8 Courthouse, 100 Broad Street, Suite 266, Charleston, South
9 Carolina; that the witness was sworn and cautioned to tell
10 the truth, the pages constitute a true and accurate
11 transcript of the testimony given at that time and place.

12 I further certify that I am not of counsel or kin to
13 any of the parties to this cause of action, nor am I
14 interested in any manner in its outcome.

15 IN WITNESS WHEREOF, I have hereunto set my hand and
16 seal this the 11th day of March, 2014.

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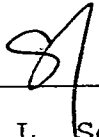
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Stacey L. Scoggan

Notary Public for South Carolina

My Commission Expires: February 23, 2021

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STATE OF SOUTH CAROLINA)
)
COUNTRY OF CHARLESTON)

IN THE COURT OF COMMON PLEAS
FOR THE NINTH JUDICIAL CIRCUIT
CASE NO. 2009-CP-10-6219

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

Request for Recual

Plaintiff,

Vs.

Carla C. Singletary, John G. Singletary Jr.

Defendants,

Request for Recusal

Dear Honorable Judge Scarborough,

I have received a copy of the transcript from the 10:00 hearing on February 4, 2014. As you know your previous order to me was the I provided my own stenographer because no court stenographer's information would not be available for my purchase and review. After the commencement of the hearing upon the request of the opposing party you decides that I would not be allowed to use the stenographer that you previously ordered me to provide. Prior to your latent decision, which was contrary to your previous order, you disallowed my use of my paid for stenographer my stenographer notes contradict that of the court appointed stenographer. This is material to the facts of the case especially given that the court appointed stenographer who is new to your court has made several critical errors starting with the first page. The time of our hearing was not at 2:00 as the court reporter transcript shows in several places. This is material because if there was a 2:00 hearing which apparently there was my being singled out an placed in a special class to come before you as a sole mortgagee facing foreclosure, which happen to be illegal in this case, shows a disparity in treatment especially given the fact that Wells Fargo was attempting to make a deadline to foreclose on the very same day prior to the 2:00 scheduled meeting with all other foreclosures. I was indeed not at the court house at 2:00 and can provide affidavits of alibi of being somewhere else if you need them for proof. There are several other inconsistencies that arose prior to your disallowing my paid stenographer and before your decision to have the court

stenographer as the only official report. While two official parallel stenographer were recording the hearing in tandem discrepancies occurred that are critical to the merits of the hearing. As a matter of due process and equal protection I request the not further proceeding occur until this discrepancy is clear up.

In addition I have not received the previously requested transcript of proceeding before you. You did mention that you would follow up on this right of mine. I have not received any copies of the previously requested transcript either. It is clear by the record that over two dismissals by Wells Fargo is in violation of the SCRC regarding voluntary dismissal of multiple lawsuits barring any new action, see Rule 41. In addition Wells Fargo has also declined to move forward several times in foreclosing when they had the order to do so. This is not only vexing, but contrary to your previous allowance for mortgagors according to your statements made in the transcript. If these statements are false please indicate so in writing. Wells Fargo for the last 4 years has engaged in a malicious and vexing series of actions that is unprecedented in South Carolina for purposefully taunting and willingly frustrating the court system and the Singletary's who are South Carolinian with this trumped up foreclosure action. Wells Fargo has brought a fraudulent action numerous times in the same court for the same thing on the same defendant by several different law firms only to voluntarily dismiss several of them and they when given a foreclosure order they refused to move forward by dismissing the sale several times, then they continually made insulting and racial slurs for public display in depositions such as "Wells Fargo love to hate niggers and hate love niggers", they provided disinformation regarding the ownership of the Singletary's, state that the Singletary's home it vacant, all while they have illegally practicing without a license in South Carolina and much more. Wells Fargo's actions amount to bad faith and taunting which has lead to countless vexing days and nights over a 5 year period for my entire family who has suffered irreparable damages and intentional infliction of emotional stress to which this court can give immediate remedy rather than allow the courts to be use as a mechanism to provide such abuse to American citizens. There in no question that such ill intentions create a negative image and trustworthy issue for the courts when the court allow such continual and prolonged abuse. To begin with I was not behind on my mortgage. Wells Fargo returned several of my payment on a construction loan contract, refused to accept other payments that were sent, and then proceeded to initiate a foreclosure action in without any service, but represented to the court that ProVest a know sewer service company provided proper service. Next, Wells Fargo's action came to you without any order from the clerk of the Circuit Judge or any Circuit Judge himself. The recent South Carolina Lawyer March 2014 article "Master-in-Equity 101: A Primer makes it crystal clear that such order is necessary in order to convey jurisdiction and authority to a Master-in-Equity for adjudication or any subsequent order. Without such order from the Circuit Judge or his clerk and Master-in-Equity order for foreclosure would be a nullity. Furthermore the recent ruling of Circuit Court Judge Nicholas in Charleston County Deutche Bank v Heinrich holds that the foreclosure law of the U.S. Supreme Court trumps everything and that the foreclosing party must own both the not and the mortgage at the time of the filing to

have standing to initiate a foreclosure action. Supreme Court case of *Carpenter v Longen*, 83 U.S. 271, 16 Wall. 271, 21 L. ed. 313 (1872). As you can recall and the record reflects my first set of arguments in this case included the fact the no standing by Wells Fargo was available because of MERS. The doctrine of *Stare decisis* sets the precedence for confirming no standing by Wells Fargo or MERS. Wells Fargo has denied knowing anything about MERS, or knowing what it was or ever hearing about them, despite their filing of the case predicated upon MERS standing to sue on their documentation. Len Hutchinson in a recent deposition in federal court on this same case denied MERS attachment to this case a bar yet all documentation on the record proves otherwise. This is the type of disinformation I refer to when I say that Wells Fargo in bad faith has breached its contract and has accompanied their breach by a fraudulent misrepresentation to the courts. I could go on and on with concrete examples of Wells Fargo's misrepresentations to your court, and their conspiracy to prevent the due process required in the United States Constitution regarding no property being taken without due process of law, and the court indulgence of Wells Fargo's disinformation. The case was never remanded by the federal court and any order staying all state proceedings was in effect creating dual proceedings on the same case one without jurisdiction. No mention has been made of the onerous racial discrimination tactics of Wells Fargo in this case and their use of the "N" word. Wells Fargo had with deceit and deception used people, organizations, and the court system like pawns in a chess game as Wells Fargo's continual oppressive behavior will cause to eventually be publically revealed. John and Carla Singletary has been prejudiced by such indulgence, has suffered severe and ongoing damages by such indulgence and request immediate relief. In the event immediate relief is denied John and Carla request immediate recusal of Judge Mikel Scarborough and request that the case be handed over to a colleague that will grant a full portion neutral fundamental fairness in this case.

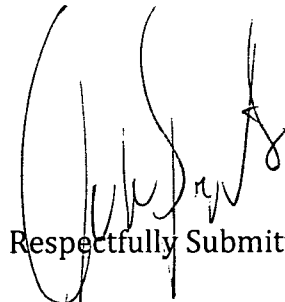
Wells Fargo has deceptively brought before this court action on the residence of John and Carla Singletary a foreclosure action that involves practice law without a license. Wells Fargo through its agent Len Hutchinson closed a mortgage that without the involvement of a license attorney. Not only did Wells Fargo conduct such illegal action once, but twice. The \$150,000.00 loans for the Singletary's was never closed before any South Carolina attorney and the second Construction loans was never closed to a permanent loan before an attorney both which are required by South Carolina law. This was not a modification, but a mortgage. Wells Fargo claimed my home with all utilities turned on was vacant even though they knew the home was not vacant and they have consistently sent documents to the address that have been responded to and Wells Fargo with this knowledge submitted to the court that the home was vacant.

In addition South Carolina foreclosure law creates a special class of litigants of the entire pool of civil litigants because mortgagees who enter the civil courts who must be given the same rights and privileges as all other litigants to pretrial motions,

discovery, and the like are relegated to a special set of rules in a special court called the Master-in-Equity. The lobbies of the Banks have assisted in this quagmire and has assisted in the efforts to clear the docket by violating the fundamental due process and equal protection rights of South Carolinians facing foreclosure. Not only is the state law repugnant to the United States Constitution, but it is shameful and dishonest.

Wherefore, I am requesting that this court dismiss the present open lawsuit of Wells Fargo against John and Carla Singletary with prejudice pursuant Rule 41 of the SCRPC, SCRPC 12(b)(6) and require Wells Fargo to pay consequential damages, exemplary damages, cost, attorney fees, pre and post interest, and other applicable damages in accordance with the law and all remedies that comport with the evidence. Furthermore, the Court should issue an injunction barring Wells Fargo from and future harassment and removal of any lien against the Singletary's property.

April 28, 2014

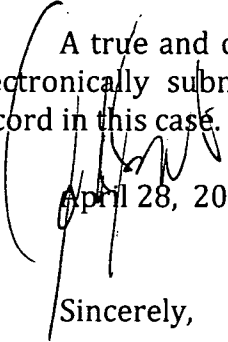


Respectfully Submitted,

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

Certificate of Service

A true and complete copy of this document was electronically submitted to the opposing attorney of record in this case.


April 28, 2014

Sincerely,

John Singletary

RECEIVED

MAY 28 2014

SC Court of Appeals