

COURT, State of South Carolina	IN THE COURT OF APPEALS
Springleaf Financial Services of South Carolina Inc. f/k/a American General Financial Services Inc, as assignee of Decision One Mortgage Company, LLC. Plaintiff Vs. Bernice L. Harper, State of South Carolina Defendant	<div style="text-align: right;"> RECEIVED MAY 30 2014 SC Court of Appeals </div> SOUTH CAROLINA COURT OF APPEALS 1015 Sumter ST. Columbia, SC 29201 PH: (803) 734-1890 COURT USE ONLY
Attorney or Party without Attorney (Name and Address) Ms. Bernice L Harper 04463 St Augustine Florida 32084 Phone Number: Fax Number: Atty Reg#	Case Number: Appellate Case No. 2014-001079 Lower Court Case NO. 2012-CP-10-

MOTION FOR APPEAL

I HEREBY CERTIFY that a true correct copy of the above and foregoing notice of hearing has been served by electronic mail (when applicable) and by regular U.S. mail to the attached service list with a copy of the motion and this hearing request to the chambers of the above-mentioned judge, on this 28th day of May 2014, and that a bona fide effort to agree on a stipulated order or to narrow the issue has been, or will be, made prior to the hearing.

All correspondences reference this case, case # 2012CP10-4463 should be forwarded to Ms. Bernice L. Harper, St. St Augustine, FL. 32084.
 Comes now, (Ms. Bernice L. Harper), requesting that the Honorable Court hereby approves the motion for Appeal for the above Case.

That on or about **12/4/2012**, Master In Equity The Honorable Mikell R. Scarborough, Ninth Judicial Circuit, Court Of Common Plea, Court Of Charleston. **Case Number: 2012CP10-4463.**, (**SEE ATTACHED-Order number not given**) granted a Master's Deed to Mr. Tyrone Brown. (**See Exhibit 1 – Court Order**).

The Master's Deed was part of a foreclosure for the residential dwelling located at, Charleston, South Carolina 29412.

Your Honor, the above action was carried out without the full knowledge of Ms. Bernice L. Harper, co-owner of the above stated property. Your Honor, I recently learned (approx. January 2014), that the court had approved Springleaf Financial Services/American General Financials' request for foreclosure.

Your Honor, I was contacted by my attorney at an inopportune time, which only provided me minimum notice of the final foreclosure hearing that was held on or about **12/04/2012**. I was notified by Mr. Middleton's office on **12/03/12** at approx. 3:00PM. Your Honor on that same date and time, I had just arrived at my residence in St Augustine, Florida after being released from the hospital for a medical procedure. The fact is when I received the call from Mr. Middleton's office, I was not coherent and could not make the trip to personally appear and address the court. Furthermore, I have not been able to speak directly with Mr. Middleton due to his extended absence for sickness. I have made multiple attempts to no avail to speak with Mr. Middleton to obtain an updated status.

Your Honor, I informed my attorney that I never signed the mortgage for \$161,000 from Springleaf Financial Services/American General Financial. I also informed Mr. Middleton that after reviewing the signature on the mortgage deed, I felt that my signature had been forged and that I did not know how my signature had been duplicated. However, I knew for a fact that the dates indicated on the mortgage deed were periods when I was at my residence in St Augustine, Florida.

Additionally, I have witnesses who knew I was with my children and grand-children spending Christmas and New Year with my family at my Florida residence. Your Honor with respect for your time, I would kindly ask that I be given the benefit of doubt and that I be allowed to challenge the validity of the documentation in question.

Your Honor, Springleaf Financial Services/American General Financial stated in their lawsuit for foreclosure "that in order to better secure payment of said note," they obtained my signature at a later date. The fact is, I have obtained a copy of the mortgage documents filed at the clerk of courts in 2002 by American General Financial/Springleaf Financial, and they are in error. If I signed the mortgage deed at a later date, it would have constituted an addendum; however, there is no addendum on file with the clerk of courts/records.

Again, the documents filed at the clerk of courts do not have a separate addendum. The clerk of courts only has the same forged document or should I say same deed with a forged signature for me. The simple fact is if my signature was added to the signature page of the deed signed by Richard Singleton on **12/20/2001**, which had been witnessed by Joseph Campbell and notarized by Andrea Taylor. This would also constitute a

processing error. Once more, the lawsuit also clearly states that I signed the note on a later date; however, never provides that date or document.

Your Honor, if Springleaf Financial Services/American General Financial do not have anything to hide they should not have a problem ensuring that due diligence is carried out within this foreclosure process. The fact is Springleaf Financial Services/American General Financial had contacted me over the past approx. 10 years requesting that I waive my rights to the property because Springleaf desired to foreclose on Mr. Singleton due to the delinquency of this note on his behalf.

I was even offered a reverse mortgage by Mortgage U.S.A on behalf of Mr. Richard Singleton, which she declined. Mr. Richard Singleton did indeed request that I co-sign on the note in question; however, I declined because she and Mr. Singleton had separated and were no longer a couple. Your Honor, somehow Mr. Richard Singleton was able to secure the loan in question without my actual signature. I was unaware of this fact. I had my attorney, Mr. Middleton, to provide written notice to Mr. Richard Singleton and loan company Equity One Inc. as late as **3/24/2004**, ordering him to discontinue his efforts in attempting to obtain a loan on the property they jointly owned.

I have to ask, why would I hire an attorney to end Mr. Singleton's efforts of seeking/obtaining a loan on the property they jointly owned if she knew of, and supported the very loan request that that had already been granted to Mr. Singleton?

Additionally, I have attached two mortgage statements for the mortgage that Mr. Richard Singleton did secure on the property. The dates for these statements range from **6/11/2003** through **8/21/2009**. Your Honor, these statements also show only Mr. Richard Singleton's name on the loan. If I cosigned or jointly signed on the above loan, wouldn't my name also be listed on the statements over the six year period? I have also attached a correspondence from American General Financial (final notice to furnish proof of adequate insurance) dated **9/3/2002** for loan # 6863 in Mr. Richard Singleton's name only, which again indicates that he was the sole recipient of the loan in question. Mr. Singleton's daughter, Richardine Singleton Brown, filed a baseless and pathetic lawsuit on her father's behalf accusing me of breach of contract claiming that I failed to honor an alleged marriage contract, which granted me rights to the land in which the dwelling in question is built. Your Honor, the fact is that all of the above stated efforts were for the purpose of severing my right to partial ownership of the property in question.

Your Honor, my health has suffered as a result of the overwhelming stress this ordeal has caused. I chose to hire Mr. Middleton to handle this situation for her. Unfortunately, over the extensive period of time that this situation has endured Mr. Middleton's health has also failed and it appears that several necessary steps in obtaining a resolution to this matter were not carried out. I was under the understanding that Mr. Middleton was close to having Ms. Richardine Singleton Brown and her husband Mr. Tyrone Brown removed from the dwelling in question, and afterwards would move forward with listing the home for sale.

Your Honor, when Mr. Middleton's office contacted me only hours before the hearing on **12/04/12**. Again, I was not coherent and did not understand what had transpired on the date in question until I contacted Mr. Middleton's associate attorney, Mr. Koon, on **10/15/13**, which is when I was informed of the current foreclosed status.

Your Honor, finally, I would also like to state that I'm approaching 80 years of age. Currently, I'm 76 years of age; however, the overwhelming and excessive stress of this ordeal has aged me further, and because the fact that I invested the majority of my life savings in the construction of the property in question. This property was an investment property for Mr. Richard Singleton and me. Our intent was to sell the property after it was completed. Unfortunately, Mr. Singleton changed his mind after he saw the finished product. To say the least, Mr. Singleton's selfish decision disrupted my financial stability and has caused many additional financial problems for me.

Your Honor, I would like to address a final matter in respect of Your Honor's time. Ms. Richardine Singleton Brown stated in her correspondence, submitted to me on **09/30/2013** that "the false claim was made in court and the judge dismissed it as her last ditch effort to defraud the court. Funny-the judge questioned her credibility when she sued her own mother and lost." Your Honor, I'm not sure where this false accusation originated, but I do know that it is a blatant lie, and its sole purpose was to create a prejudice view of me from the court's perspective. I pray that Ms. Richardine Singleton's claim that "Funny-the judge questioned her credibility when she sued her own mother and lost" accusation was not effective, because it is also false, because I never sued my mother.

The only matter that I and my mother were ever dually involved with was when I assisted my mother with a claim for damages when an electric blanket shorted out and caused a small fire within her home. I provided direct care and living assistance for my mother until she expired in 1986. We loved each other and cherished every moment together God provided. This was not a suit that I filed myself. It was only an insurance claim I filed on my mother's behalf.

Your Honor, I only bring up this issue because it appears that a very bad picture of me may have been painted. Therefore, in order to set the record straight, I'd like to state that I'm an outstanding citizen. I marched with Dr. Martin Luther King, Jr. and am a Civil Rights Champion. I'm active in my community and provide clothing and school supplies to less fortunate children. At a point, I provided such resources to Ms. Richardine Singleton during her childhood disposing of the rags she previously wore.

I have been honored by numerous organizations within the Historic city of St Augustine, Florida for my role in participating in, archiving, and maintaining historical records for the Civil Rights Movement of 1964. Your Honor, I make this appeal hoping that you will realize the wrong that was done to me. Again, I am a senior citizen, who played a major role in the Civil Rights movement, and

now it appears that my rights of property ownership are possibly being violated or denied, at best.

Your Honor, the next exhibit, which I have attached, should more than explain why I and Mr. Singleton parted ways I had to obtain a restraining order to have peace within the new home we had built. Unfortunately, Mr. Richard Singleton could not discontinue his relationship with Ms. Edna Richardson Singleton; therefore, I was left with no other choice but return to her Florida home where I felt safe with my family.

I was also concerned after discovering that the brakes on my vehicle had been tampered with when they failed on my return trip home to Florida. I no longer found it possible to trust Mr. Richard Singleton; therefore, I lost all of her remaining faith and desire in our troubled relationship, and rightfully so.

Your Honor, finally in summary, I want to apologize for this extremely long motion. I respect your Honor's valuable time. However, I want to first and foremost ensure a complete and accurate account of the missteps that have occurred to date, which have led to this unfortunate dilemma. Second, I want to point out the obvious discrepancies surrounding the signature that is alleged to be mine on the mortgage deed presented in American General Financial/Springleaf's lawsuit for foreclosure, and on file within the Charleston court.

Your Honor, the fact that I was not presented with an opportunity to defend and protect my half interest in the property located at, Charleston, South Carolina 29412, because of reasons beyond my control, I hope is reason alone to allow me to have my day in court regarding this overwhelming ordeal.

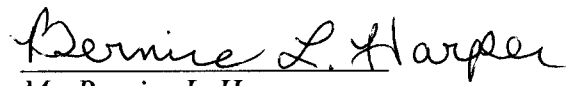
Your Honor, for the sake of time, I am directly submitting this appeal. I intend to carefully select a competent and professional attorney to represent me at a later date. The unfortunate and unexpected missteps, which occurred during Mr. Middleton's relationship with this situation, lead me to such precaution. I will promptly notify the court upon confirmation/receipt of my selected attorney's acceptance letter.

NOTE:

Your Honor, again, I know I have probably overwhelmed you with this extremely long brief. The nuts and bolts of the argument at hand are rather simple. There is no addendum with my signature. It can't be the original finalized document that Richard Singleton signed on **12/20/2001**, due to the fact that the original document was witnessed and notarized, as stated above. Furthermore, I have witnesses who will attest under oath that I was home in Florida at such time with my immediate family during the 2001 Christmas and New Year holiday seasons. Without an addendum, are we, therefore, to only assume that I signed

this mortgage, and my half interest in the property I built is being stripped away based on this circumstance or condition?

Respectfully,

A handwritten signature in cursive script that reads "Bernice L. Harper". The signature is written in black ink and is positioned above the typed name.

Ms. Bernice L. Harper
St Augustine Fl. 32084

Respectfully submitted this 28th day of May 2014.
A true and accurate copy of this motion and numerous attachments were
delivered to the above-mentioned Honorable Court.

SERVICE LIST

Case No 2012CP10-4463

American General Finance
f/k/a Springleaf Financial Service Inc.
1836 Ashley River RD STE 109
Charleston, SC 29407-4781

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SC Court of Appeals

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

IN THE COURT OF COMMON PLEAS
CASE NUMBER 2012-CP-10-4463

Springleaf Financial Services of South)
Carolina Inc. f/k/a American General)
Financial Services, Inc., as assignee of)
Decision One Mortgage Company, LLC.)

Plaintiff.)

-versus-

Richard Singleton, Sr., deceased, Bernice)
L. Harper, Richardine Singleton-Brown)
individually and as Personal)
Representative of the Estate of Richard)
Singleton Sr., Richard M. Singleton Jr.,)
Marcella T. Singleton, Kelvin Singleton,)
Sharrie Singleton Abrams a/k/a Sharrie)
Singleton, Household Finance)
Corporation II, LMNY Funding LLC,)
South Carolina Department of Revenue)
and Midland Funding LLC.)

Defendants.)

(006214)

ORDER OF REFERENCE

FILED
2017 OCT -5 AM 11:20
JULIA J. ARBONING
CLERK OF COURT


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SC Court of Appeals

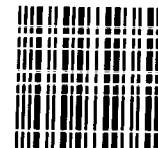
The within action being for foreclosure of a mortgage, upon motion of the plaintiff's counsel, it is

ORDERED that reference be directed, pursuant to Rule 67 SCRPC, to the Honorable Mitchell E. Bechtold, who shall exercise all power and authority which a Trial Judge sitting without a jury would have, including but not limited to, making findings of fact and conclusions of law; directing entry of final judgment; hearing any issues, including motions, after sale or judgment;



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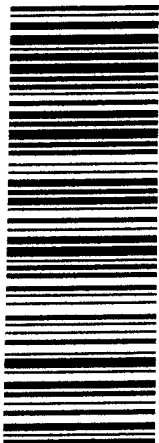
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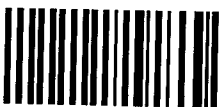
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