

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM COLLETON COUNTY
Court of Common Pleas

Maité Murphy, Circuit Court Judge

Civil Action Case No. 2012-CP-15-00262
Appellate Case No. 2013-002555

Melissa Jean Marks, ...Appellant,

Old South Mortgage Corporation, John Does v.
1-100, Nationstar Mortgage, LLC, Defendants,
Of whom Nationstar Mortgage, LLC, is the.....Respondent.

RECORD ON APPEAL
VOLUME II of IV

Melissa Jean Marks
209 Presidential Court
Round O, SC 29474
(843) 599-3156
Appellant/Plaintiff *Pro Se*

Elizabeth Marion Zwickert
Timmermans
434 Fayetteville St.
Suite 2600
Raleigh NC 27601
919-755-6576

Robert A. Muckenfuss, Esq.
McGuire Woods LLP
201 North Tryon Street, Suite 3000
Charlotte, NC 28202
(704) 343-2000
Attorney for Respondent

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

IN THE COURT OF COMMON PLEAS
THE FOURTEENTH JUDICIAL CIRCUIT

Melissa Jean Marks,
Plaintiff,

vs.

Old South Mortgage Corporation, John Does)
1-100, Fictitious Corporations 1-100.
Defendants,

Case #: 12-CP-15-262

ANSWER

THE DEFENDANT, Old South Mortgage Corporation, above-named, answering and counterclaiming to the Complaint of the Plaintiff herein, would respectfully show and allege unto this Honorable Court as follows:

FOR A FIRST DEFENSE

Each and every allegation of the Complaint not herein specifically admitted is denied and demands strict proof thereof.

1. Defendant is without sufficient knowledge to either admit or deny the allegations as to Paragraphs 1, 3, 7, 9, 10, 11, 12, 13, 14, 17, 18, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 84, 88, 89, 90, 91, 93, 94, 96, 98, 99, 100, 101, 102, 103, 104, 111, 112, 113, 115, 116, 117, 118, 119, 121, 122, 123, 124, 125, 126, 130, 132, 136, 137, 144, 145, 146, 147, 149, 150, 154, 159, 160, 161, 162, 163, 171, 172, 176, 177, 178, 179, of the Complaint.

Therefore, these allegations are denied and strict proof thereof is demanded.

2. Defendant admits Paragraphs 2, 6, 8, 21, 142 of the Complaint.

3. Defendant denies Paragraphs 4, 5, 19, 20, 86, 87, 92, 106, 107, 108, 109, 114, 120, 127, 128, 129, 131, 135, 138, 151, 152, 155, 156, 158, 165, 166, 167, 168, 169, 170, 173, 174, 175 and strict proof thereof is demanded.
4. Defendant is not required to answer Paragraphs 97, 153 as they call for conclusions of law.
5. Paragraphs 105, 134, 157 do not require an answer.
6. Defendant denies it abandoned its lien against Plaintiff's home immediately after the closing and demands strict proof thereof. Defendant is without knowledge as to the remainder of paragraph 15 and demands strict proof thereof.
7. Defendant admits so much of Paragraph 16 which alleges Old South was dissolved on December 29, 2008. Defendant is without knowledge as to the remainder of Paragraph 16 and therefore demands strict proof thereof.
8. Defendant admits so much of Paragraph 83 which states Old South was identified as the Lender on the Note and Mortgage and that Old South placed a stamp on the note, but Defendant denies the remainder of paragraph 83 and demands strict proof thereof.
9. Defendant admits it did not loan money to Plaintiff and that Defendant is identified as the Lender on the Note and Mortgage. Plaintiff denies the remainder of Paragraph 85.
10. Defendant admits Flagstar did not loan money to Plaintiff for the purchase of her home. Defendant is without knowledge as to the rest of paragraph 87 and demands strict proof thereof.
11. Defendant admits Fannie Mae is not identified as the mortgagee or lender on the mortgage or note. Defendant is without knowledge as to the remainder of paragraph 95 and demands strict proof thereof.

12. Defendant admits a mortgage and note was prepared for Old South for Plaintiff signature for closing dated October 5, 2007 and subsequently recorded in the Colleton County Register of Deeds. Defendant denies the remainder of Paragraph 106 and demands strict proof thereof.
13. Defendant admits Ms. Tuten was the closing attorney. Defendant is without knowledge as to the remainder of Paragraph 110 and demands strict proof thereof.
14. Defendant denies it made fraudulent misrepresentations to the Plaintiff, and is without knowledge as to the remainder of Paragraph 133. Defendant demands strict proof thereof.
15. Defendant admits the Settlement Statement discloses a loan origination fee of \$855.00 and a processing fee of \$150.00 to Old South and an administrative fee of \$620 to Flagstar. Defendant is without knowledge as to the remainder of Paragraph 139 and demands strict proof thereof.
16. Defendant admits the Truth in Lending Disclosure Statement states, "At or after the closing, Flagstar Bank, FSB will pay a broker yield spread premium to Old South Mortgage Corp in connection with your loan of \$1,076.92. This amount is not part of your closing costs". Defendant is without knowledge as to remainder of Paragraph 140 and demands strict proof thereof.
17. Defendant admits Plaintiff received a Notice of Assignment, Sale or Transfer of Servicing Rights and a Notice of Transfer of Loan Servicing Rights informing her that Flagstar would become the servicer of her loan. Defendant is without knowledge as to the remainder of Paragraph 143 and demands strict proof thereof.

18. Defendant admits MERS is identified as nominee for the lender and as mortgagee, and that MERS is not named as a note holder on the original note. Defendant admits Old South is identified as the Lender on the note. Defendant denies the remainder of Paragraph 148 and demands strict proof thereof.

19. Defendant denies the terms of Plaintiff's loan are oppressive, but admits the remainder of Paragraph 164.

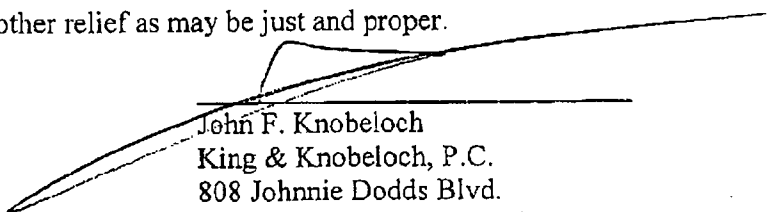
FOR A SECOND DEFENSE

20. Plaintiff has failed to state facts sufficient to constitute a cause of action and Plaintiff's case should be dismissed pursuant to SCRCP Rule 12(b) (6).

FOR A THIRD DEFENSE

21. If Plaintiff's case is not dismissed, then Flagstar Bank, FSB is a necessary party and should be joined as a party pursuant to SCRCP Rule 19.

WHEREFORE, having fully answered the Complaint, the Defendant Old South Mortgage Corporation, prays this court inquire into this matter and dismiss the Complaint of the Plaintiff and grant such further and other relief as may be just and proper.


John F. Knobloch
King & Knobloch, P.C.
808 Johnnie Dodds Blvd.
Mount Pleasant, SC 29464
(843) 884-3670

Mount Pleasant, SC
May 3, 2012

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

IN THE COURT OF COMMON PLEAS
THE FOURTEENTH JUDICIAL CIRCUIT

Melissa Jean Marks,
Plaintiff,

vs.

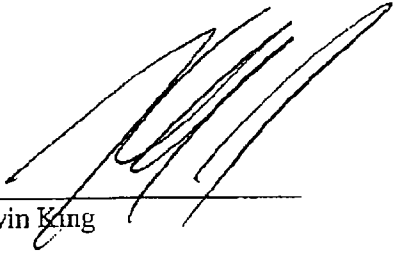
Old South Mortgage Corporation, John Does)
1-100, Fictitious Corporations 1-100.
Defendants,

Case #: 12-CP-15-262

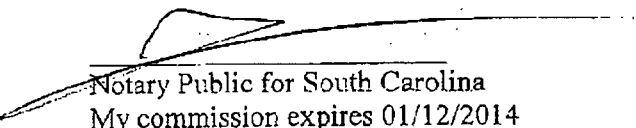
CERTIFICATE OF MAILNG

I, Kevin King, of King & Knobloch, P.C., certify I mailed a copy of Defendant, Old South Mortgage Corporation, Answer on May 3, 2012 by mailing a copy first class mail and certified mail to:

Melissa Jean Marks
209 Presidential Court
Round O, South Carolina 29474


Kevin King

Sworn before me May 3, 2012


Notary Public for South Carolina
My commission expires 01/12/2014



ROGERS TOWNSEND
ATTORNEYS AT LAW

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Missie Westinger
Paralegal for Harriet Pollitt Wallace
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Missie.Westinger@rtl-law.com

May 9, 2012

The Honorable Patricia C. Grant
Colleton County Clerk of Court
Post Office Box 620
Walterboro, SC 29488

RE: Melissa Jean Marks v. Old South Mortgage Corporation, et al.
Civil Action No.: 2012-CP-15-262
Our File No.: 501904-00001

Dear Ms. Grant:

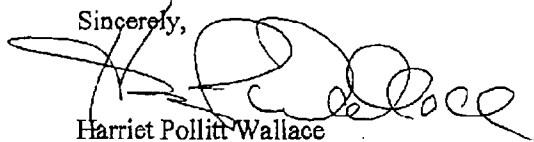
Please be advised that I represent Nationstar Mortgage LLC, who has an interest in the above referenced action because Nationstar is the holder of the obligation which is the subject of this action. Because Plaintiff is currently in Chapter 13 bankruptcy which provides for treatment of the subject matter of this litigation, Nationstar is seeking a Declaratory Judgment from the Bankruptcy Court that intervening in this action and filing motions and/or responsive pleadings will not violate the bankruptcy stay.

Enclosed please find a Notice of Plaintiff's Chapter 13 Bankruptcy Filing and Notice of Appearance by Nationstar Mortgage, LLC.

Please file the original and return a clocked copy to me in the envelope provided. Since this is an unusual situation, if you need any additional information from me, please do not hesitate to contact me.

By copy of this letter, I am serving the pro se plaintiff in this action.

Sincerely,



Harriet Pollitt Wallace

HPW/

Enclosures

cc:

Melissa Jean Tanner, Pro Se
209 Presidential Court
Round O, SC 29474

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Harriet Pollitt Wallace (S.C. Bar #69454)
ROGERS TOWNSEND & THOMAS, P.C.
220 Executive Center Drive
Post Office Box 100200
Columbia, South Carolina 29202-3200
Tel: (803) 771-7900
Fax: (803) 343-7017

ATTORNEY FOR NATIONSTAR MORTGAGE, LLC

UNITED STATES BANKRUPTCY COURT FOR THE
DISTRICT OF SOUTH CAROLINA

IN RE:

Melissa Jean Marks aka Melissa Jean Tanner,
Debtor(s).

501904-1 HPW

CHAPTER 13
CASE NO.: 11-02619-jw

MOTION FOR CLARIFICATION

Nationstar Mortgage, LLC ("Movant") moves the Court pursuant to 11 U.S.C. §362(d) for a determination by the Court as to the applicability of the automatic stay.

FACTUAL ALLEGATIONS

1. Debtor filed a Petition for Relief under Chapter 13 of the United States Bankruptcy Code on April 20, 2011.
2. The Voluntary Petition filed herein properly lists Movant as a creditor holding a secured interest in Debtor's property located at 209 Presidential Court, Round O, SC 29474. (Doc. 1, Sch.B(2!)).
3. The Voluntary Petition states there are no "contingent and unliquidated claims." (Doc. 1, Sch. D.)
4. Movant filed a Proof of Claim which is of record herein. (Claim 2-1.)
5. The Confirmed Plan, of record herein, states that "debtor is current on obligations to Nationstar Mortgage, LLC and will continue making regular payments directly to that creditor. Description of collateral: Detitle mobile home and lot located at 209 Presidential Court, Round O, SC 29474" and that "Debtor shall pay directly to the creditor non-arrearage payments arising under the agreement with the secured creditor." (Doc. 6, ¶¶ IV(B)(2), IV(B)(3).)
6. Movant is the current holder of a note ("Note") given by Melissa Marks ("Marks") to Old South Mortgage Corp, a South Carolina Corporation. The Note is secured by a mortgage ("Mortgage") signed, witnessed and probated on October 5, 2007, and recorded in the Office of the Register of Deeds for Colleton County on October 9, 2009, in Mortgage Book 1567 at Page 193.
7. The Mortgage evidences and secured the repayment of money advanced to Marks and constitutes a purchase money first lien on the following premises:

All that certain piece, parcel or lot of land situate, lying and being South of Cottageville in the County of Colleton, State of South Carolina, as shown on a plat entitled "AN AS-BUILT SURVEY OF 1.03 ACRES TMS 168-00-00-147 LOT 7 - PRESIDENTIAL ESTATES SURVEYED FOR LEPAUL EDWARDS FLETCHER" prepared by Jerry L. Fowler, R.L.S., 15178, dated July 28, 2003, and recorded in the Office of the Clerk of Court for Colleton County in Plat Book 34 at Page 277. Said lot measuring and bounding as follows:

On the North measuring One Hundred Eighty-Seven and Fifty Hundredths (187.50') feet, more or less, and being bounded thereon by lands now or formerly of Jay P. Campbell, Jr.; on the East measuring Two Hundred Forty (240.00') feet, more or less, and being bounded thereon by lands now or formerly of Paul Walker; on the South measuring One Hundred Eighty-Seven and Fifty Hundredths (187.50') feet, more or less, and being bounded thereon by the Fifty (50') foot Right-of-Way of Presidential Court; and on the West measuring Two Hundred Forty (240.00') feet, more or less, and being bounded thereon by lands now or formerly of Paul Walker.

Subject to easements, restrictions, and rights of way of record.

This being the same property conveyed to Melissa Marks by deed of Paul Walker dated October 5, 2007 and recorded October 9, 2007 in the Office of the Register of Deeds for Colleton in Record Book 1567 at Page 190.

Property Address: 209 Presidential Ct., Round O, SC 29474-4374

8. Thereafter, on April 6, 2012, Debtor filed a pro se action in South Carolina state court, the Colleton County's Court of Common Pleas, against Old South Mortgage (C/A # 12-CP-15-262) and others for declaratory and injunctive relief through a finding that the Note and Mortgage are invalid and unenforceable. Movant is not named as a defendant in the action despite the fact that Debtor discloses Movant as a secured creditor and does not disclose any contingent or unliquidated claims in her Voluntary Petition. Furthermore, Debtor's plan proposing to continue making payments on the secured obligation to Movant was confirmed.

9. Movant must necessarily protect its interest with respect to the loan obligation and collateral securing the obligation by filing and serving motions to intervene, motions to dismiss, and/or an answer in the state court action, and will be required to engage in other communications with Debtor and make appearances in connection with the state court action, none of which will include an attempt by Movant to collect a debt.

WHEREFORE, Movant prays that:

1. The court issue an order clarifying that Movant's appearance and filing of an answer or

other responsive pleading and/or motions in the pending state court action brought by the Debtor will not constitute violations of the automatic stay.

2. The Court order such other relief as may be just and proper.

/s/ Harriet Pollitt Wallace
Harriet Pollitt Wallace (#10451)
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Columbia, SC 29202
803-771-7900 telephone/803-343-7017 fax
harriet.wallace@rti-law.com

Attorneys for Movant, Nationstar Mortgage, LLC

May 9, 2012

STATE OF SOUTH CAROLINA)

COUNTY OF COLLETON)

MELISSA JEAN MARKS, PRO SE,)

Plaintiff,)

vs.)

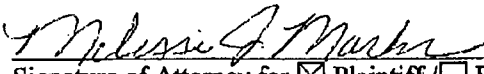
OLD SOUTH MORTGAGE CORP., ET AL.)

Defendant.)

IN THE COURT OF COMMON PLEAS
FOURTEENTH JUDICIAL CIRCUIT

CASE NO.: 2012-CP-15-262

MOTION AND ORDER INFORMATION
FORM AND COVERSHEET

Plaintiff's Attorney: Melissa Jean Marks, Bar No. N/A Address: 209 Presidential Court, Round O, SC 29474 Phone: 843-819-4890 Fax _____ E-mail: mjmarks68@hotmail.com Other: _____		Defendant's Attorney: _____, Bar No. _____ Address: _____ Phone: _____ Fax _____ E-mail: _____ Other: _____	
☒ MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III) ☐ FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III) ☐ PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)			
SECTION I: Hearing Information			
Nature of Motion: Summary Judgment Estimated Time Needed: 60 minutes Court Reporter Needed: ☐ YES / ☒ NO			
SECTION II: Motion/Order Type			
☒ Written motion attached ☐ Form Motion/Order I hereby move for relief or action by the court as set forth in the attached proposed order.			
 Signature of Attorney for ☒ Plaintiff / ☐ Defendant		May 14, 2012 Date submitted	
SECTION III: Motion Fee			
☒ PAID - AMOUNT: \$ 25.00 ☐ EXEMPT: (check reason) ☐ Rule to Show Cause in Child or Spousal Support ☐ Domestic Abuse or Abuse and Neglect ☐ Indigent Status ☐ State Agency v. Indigent Party ☐ Sexually Violent Predator Act ☐ Post-Conviction Relief ☐ Motion for Stay in Bankruptcy ☐ Motion for Publication ☐ Motion for Execution (Rule 69, SCRPC) ☒ Proposed order submitted at request of the court; or, reduced to writing from motion made in open court per judge's instructions Name of Court Reporter: _____ ☐ Other: _____			
JUDGE'S SECTION			
☐ Motion Fee to be paid upon filing of the attached order. ☐ Other: _____		JUDGE CODE _____ Date: _____	
CLERK'S VERIFICATION			
Collected by: _____ Date Filed: _____ ☐ MOTION FEE COLLECTED: \$ _____ ☐ CONTESTED - AMOUNT DUE: \$ _____			

SCCA 233 (11/2003)

STATE OF SOUTH CAROLINA

COUNTY OF COLLETON

MELISSA JEAN MARKS, *Pro Se*,

Plaintiff,

vs.

OLD SOUTH MORTGAGE CORPORATION,
JOHN DOES 1-100, and
FICTITIOUS CORPORATIONS 1-100,

Defendants.

) IN THE COURT OF COMMON PLEAS
) FOURTEENTH JUDICIAL CIRCUIT
) CIVIL ACTION NO.: 2012-CP-15-262

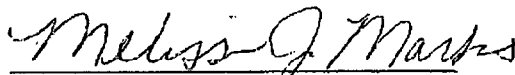
**PLAINTIFF'S MOTION FOR
SUMMARY JUDGMENT**

PATRICIA C. GRANT
COLLETON COUNTY
COMMON PLEAS
2012 MAY 14 AM 11:02

TO THE ABOVE NAMED DEFENDANTS:

PLEASE TAKE NOTICE that the undersigned pro se Plaintiff will appear before a Judge of said Court at its usual place of sitting in the Colleton County Courthouse in Walterboro, South Carolina, on such date and at such hour as the Court shall direct (but not less than ten days hence) and move the Court for an Order pursuant to Rule 56(a) granting to Plaintiff summary judgment for the relief sought on the ground that there is no genuine issue as to any material fact and, based on the allegations of the Complaint and Petition and the admissions thereof as set forth in Defendant Old South Mortgage Corporation's Answer, Plaintiff is entitled to judgment against the Defendants for the relief sought in Plaintiff's Complaint and Petition as a matter of law.

Said Motion will be based upon the Plaintiff's Complaint and Petition, the Defendant Old South Mortgage Corporation's Answer thereto, and other supporting documentation and the law applicable thereto.



Melissa Jean Marks, appearing pro se
209 Presidential Court
Round O, SC 29474
(843) 819-4890

Round O, South Carolina
May 14, 2012

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF COLLETON) FOURTEENTH JUDICIAL CIRCUIT
CIVIL ACTION NO.: 2012-CP-15-262

MELISSA JEAN MARKS, *Pro Se*,

Plaintiff,

vs.

OLD SOUTH MORTGAGE CORPORATION,
JOHN DOES 1-100, and
FICTITIOUS CORPORATIONS 1-100,

Defendants.

**PLAINTIFF'S MEMORANDUM IN
SUPPORT OF MOTION FOR
SUMMARY JUDGMENT**

2012 MAY 14 AM 11:02

PATRICIA C. GRANT
COLLETON COUNTY
COMMON PLEAS

The undersigned pro se Plaintiff filed in this Court the Civil Action Cover Sheet, Summons, Declaratory Judgment Complaint and Petition for Injunctive Relief, Verification, and Exhibits 1-43, on April 6, 2012, which was served on Mr. Angelo T. Convertino, the last known registered agent of Defendant Old South Mortgage Corporation, a dissolved South Carolina corporation (hereinafter "Old South"), pursuant to the records of the South Carolina Secretary of State, on April 9, 2012, as evidenced by the Affidavit of Service. Exhibit 1, attached hereto and incorporated herein by reference. Old South filed and served its Answer on or about May 3, 2012. Exhibit 2, attached hereto and incorporated herein by reference. The mortgage and note subject to this proceeding, including the wire advice and Plaintiff's cashier's check, dated October 5, 2007, are attached hereto as Exhibit 3 and incorporated herein by reference.

SUMMARY OF CASE

1. On October 5, 2007, Plaintiff purchased real property situated at 209 Presidential Court, Round O, in Colleton County, South Carolina (hereinafter "home"), and Plaintiff still resides in this home to date.

2. On October 5, 2007, Plaintiff attended a closing at the law offices of the attorney she retained to handle the closing where Plaintiff signed a mortgage and note that falsely identifies Old South as "Lender" and neither the mortgage nor the note included the name of the actual lender.

3. As explained or evidenced in the Complaint, the actual lender has never been disclosed to Plaintiff in unambiguous terms and in a writing addressed to her before, during or since the closing.

4. The identity of the actual lender is not relevant to this proceeding because the actual lender is barred by the Statute of Frauds, S.C. Code 32-3-10, from intervening in this proceeding for the purpose of bringing an action against Plaintiff.

5. As explained or evidenced in the Complaint, Plaintiff has suffered and is still suffering loan servicer abuses since she signed the mortgage and note, even though she has never missed a mortgage payment and has never paid late.

6. As explained or evidenced in the Complaint, Plaintiff discovered that a large number of homeowners nationwide have reported or filed lawsuits regarding unlawful foreclosures that were based on loan servicers' fraudulent charges and falsified or forged legal instruments.

7. As explained or evidenced in the Complaint, the loan servicer currently in possession of Plaintiff's home loan account, Nationstar Mortgage LLC (hereinafter "Nationstar") apparently is routinely engaging in predatory business practices; therefore, Plaintiff reasonably believes she is at significant risk of eventually being added to the number of victims of unlawful foreclosure.

8. That being the case, beginning in November 2011, Plaintiff conducted a thorough investigation to determine whether the mortgage and note are valid and enforceable.

9. Upon discovering that she had been defrauded by Old South, Flagstar Bank and the actual lender and induced to sign the mortgage and note under false pretenses at the closing, and upon discovering unlawful acts were committed that render the mortgage and note unconscionable, invalid, unenforceable, and non-transferable, Plaintiff filed this action seeking declaratory judgment and injunctive relief pursuant to S.C. Code § 15-53-30.

UNDISPUTED MATERIAL FACTS

10. Old South admitted, "Old South was dissolved on December 29, 2008." Exhibit 2, paragraph 7.

11. Old South admitted, "Old South was identified as the Lender on the Note and Mortgage and that Old South placed a stamp on the note." Exhibit 2, paragraph 8.

12. Old South admitted, "Defendant admits it did not loan money to Plaintiff and that Defendant is identified as [the] Lender on the Note and Mortgage." Exhibit 2, paragraph 9.

13. Old South admitted, "Defendant admits Flagstar did not loan money to Plaintiff for the purchase of her home." Exhibit 2, paragraph 10.

14. Old South admitted, "Defendant admits a mortgage and note was prepared for Old South for Plaintiff signature for closing dated October 5, 2007 and subsequently recorded in the Colleton County Register of Deeds." Exhibit 2, paragraph 12.

15. Old South admitted, "Defendant admits MERS is identified as nominee for the lender and as mortgagee, and that MERS is not named as a note holder on the original note." Exhibit 2, paragraph 18.

16. Plaintiff contends that Old South's foregoing admissions of undisputed material facts, including all other admissions of Old South in its Answer, combined with all the statements of law and fact, allegations and supporting documentary evidence that Plaintiff has produced to this Court in this proceeding, is sufficient evidence and legal grounds for this Court to grant her the declaratory judgment and injunctive relief requested in the Complaint pursuant to S.C. Code Sections 15-53-30, 29-3-430, 29-3-440, and 32-3-10.

STATEMENT OF THE LAW AND FACTS

17. In S.C. Code § 29-3-430, Order to cancel mortgage or release lien upon failure to show sufficient cause, it states, in pertinent part: "If the parties so served with the petition and rule ... shall fail to show sufficient cause and the court or judge shall be satisfied [...] 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."

18. In S.C. Code § 29-3-440, Persons on whom satisfaction by order of court is binding, it states: "Such satisfaction and cancellation of the mortgage or release of the lien thereof shall be effectual and binding upon the parties so served with the petition and rule and upon every assignee or pledge of every parol or written assignment, pledge or hypothecation of such mortgage not named in and served with the petition and rule unless such pledge, hypothecation or assignment is duly recorded in the proper office at or before the time of the filing of the petition or the petitioner has actual notice or knowledge thereof."

19. Plaintiff contends that by her filing and service of all the documents identified

herein, including this Memorandum, she has met the procedural, pleading, and evidentiary burden imposed upon her by law and that this Court now has the authority and legal grounds pursuant to S.C. Code Sections 15-53-30, 29-3-430, 29-3-440, and 32-3-10, to grant her the declaratory judgment and injunctive relief requested in the Complaint at its discretion.

20. Even if the mortgage and note were valid and enforceable, and Plaintiff contends they are not, Old South admitted it is a dissolved corporation and stamped the original note: "PAY TO THE ORDER OF Flagstar Bank, FSB WITHOUT RECOURSE"; therefore, the lien is released or extinguished as to Old South.

21. Old South has appeared and filed an Answer in this proceeding and has failed to show sufficient cause therein why this Court should not grant Plaintiff's petition to declare its lien against her home released, discharged, or extinguished and issue the appropriate order directing the proper officer to cancel or release the mortgage lien of record in the Colleton County Register of Deeds pursuant to S.C. Code Sections 29-3-430 and 29-3-440; therefore, this Court has the authority and legal grounds to issue such order at its discretion.

22. Plaintiff has stated facts sufficient to constitute a cause of action; therefore, Old South's Second Defense for dismissal in its Answer should be denied.

23. Flagstar Bank, FSB (hereinafter "Flagstar") is not a necessary party and need not be joined because it does not have legal standing to appear and defend; therefore, Old South's Third Defense for joinder in its Answer should be denied.

24. Flagstar is not a necessary party, need not be joined, and does not have legal standing to appear and defend for the following and other reasons explained or evidenced herein or in the Complaint: (a) Flagstar is not named in the mortgage and note as the

mortgagee and note holder; (b) Flagstar did not loan Plaintiff money; (c) Flagstar was only a loan servicer acting on behalf of an undisclosed party to the mortgage transaction, presumably Fannie Mae and/or a trust pool of mortgage investors with whom Plaintiff has not entered into a mortgage and note; (d) Flagstar never filed an assignment of mortgage in the Colleton County Register of Deeds; (e) Flagstar voluntarily transferred its servicing rights to Nationstar in September 2009 and reported same to the Equifax credit reporting agency; and (f) Flagstar has not contacted Plaintiff with a claim of arrearage or demand for mortgage payments since it transferred her home loan account to Nationstar for servicing in September 2009.

25. On or about May 9, 2012, Nationstar filed a letter and notice in this Court and requested time and permission to intervene in this proceeding, and Plaintiff filed a letter of response with this Court on May 14, 2012, explaining why Nationstar does not have legal standing to appear and defend and requesting that the Court deny Nationstar's requests. Exhibit 4, attached hereto and incorporated herein by reference.

26. Nationstar is not a necessary party, need not be joined, and does not have legal standing to appear and defend for the following and other reasons explained or evidenced herein or in the Complaint: (a) Nationstar is not named in the mortgage and note as the mortgagee and note holder; (b) Nationstar did not loan Plaintiff money; (c) Nationstar is only a loan servicer acting on behalf of an undisclosed party, presumably Fannie Mae and/or a trust pool of mortgage investors with whom Plaintiff has not entered into a mortgage and note; (d) Nationstar has not filed an assignment of mortgage in the Colleton County Register of Deeds; (e) Nationstar admitted in writing it did not file an assignment with the county when it received Plaintiff's home loan account from Flagstar in 2009; (f) the Fannie Mae loan servicer guide

indicates that Nationstar was instructed not to file an assignment, unless or until it wanted to foreclose against Plaintiff's home; (g) the Fannie Mae loan servicer guide indicates that Nationstar was instructed to file an assignment transferring the mortgage from Mortgage Electronic Registration Systems, Inc. (hereinafter "MERS") to either Nationstar or Fannie Mae; and (h) a transfer of the mortgage and security interest in Plaintiff's home from MERS to any other party would be invalid because MERS did not lend money to Plaintiff, MERS was not identified as the lender and as the intended secured party in the mortgage, MERS is not identified as the note holder in the note, and for other reasons as more fully explained in the attached Exhibit 4 and the Complaint.

27. Plaintiff did not sign and enter into a mortgage and note with the actual lender, because the actual lender was not identified in the mortgage and note as the mortgagee and note holder; therefore, pursuant to the Statute of Frauds, S.C. Code 32-3-10, the actual lender is barred from bringing an action against Plaintiff in the courts in this state arising from an alleged mortgage contract that does not exist in writing and signed by Plaintiff.

28. Old South did not loan money to Plaintiff; it knowingly, intentionally, and falsely identified itself as the lender in the mortgage and note; it did not identify the actual lender and the actual or intended secured party in the mortgage and note; it knew it did not have an interest in equity in Plaintiff's home yet it knowingly, intentionally, and falsely caused or allowed the improper recording of a mortgage lien against Plaintiff's property title in its own name rather than in the name of the actual lender; subsequent to the closing and recording of the mortgage, it did not disclose to Plaintiff or the Colleton County Register of Deeds in writing that it was not the actual lender and not the actual or intended secured party in the mortgage

and thereby correct the county record voluntarily.

29. Pursuant to S.C. Code Section 16-9-10(A)(2), it is unlawful for a person to wilfully give false, misleading, or incomplete information on a document, record, report, or form required by the laws of this State.

30. Pursuant to S.C. Code Section 16-13-10(A)(2), it is unlawful for a person to utter or publish as true any false, forged, or counterfeited writing or instrument of writing.

31. Pursuant to S.C. Code Section 16-13-230, a person committing a breach of trust with a fraudulent intention or a person who hires or counsels another person to commit a breach of trust with a fraudulent intention is guilty of larceny.

32. Pursuant to S.C. Code Section 16-13-240, a person who by false pretense or representation obtains the signature of a person to a written instrument or obtains from another person any chattel, money, valuable security, or other property, real or personal, with intent to cheat and defraud a person of that property is guilty of a felony or misdemeanor, depending on the property value.

33. In S.C. Code 37-22-190 it states, in pertinent part: "(A) In addition to the activities prohibited by other provisions of state or federal law, it is unlawful for a person licensed pursuant to this chapter, in the course of a mortgage loan origination, to: (1) misrepresent or conceal the material facts or make false promises likely to influence, persuade, or induce an applicant for a mortgage loan or a mortgagor to take a mortgage loan, or to pursue a course of misrepresentation through agents or otherwise; [...] (8) engage in a transaction, practice, or course of business in connection with the making or servicing of, or purchase or sale of, a mortgage loan that is not in good faith or fair dealing, that is

unconscionable, as set forth in Section 37-5-108, or that constitutes a fraud upon a person.”

34. In S.C. Code 37-22-110, it states, in pertinent part: “Licensing requirements. (A) Without first obtaining a license pursuant to this chapter it is unlawful for a person, other than an exempt person, doing business in this State to: (1) act as a mortgage lender or, directly or indirectly, engage in the business of a mortgage lender under any name or title; [...].

35. Plaintiff contends the Defendants have violated most, if not all, of the applicable laws cited herein before, during and subsequent to the mortgage transaction that occurred between Plaintiff and Old South on October 5, 2007; therefore, Plaintiff contends it would be unconscionable to permit them to continue to perpetrate their fraudulent, illegal, and predatory scheme against Plaintiff with respect to her property title and equitable interest in her home.

CONCLUSION

36. As a direct result of the Defendants’ fraudulent, illegal, and unconscionable acts as explained or evidenced by Plaintiff in her filings in this proceeding, Plaintiff’s property title is clouded; she has incurred costs pursuing this litigation pro se in defense of her property title, of her interest in equity in her home, and of her legal rights that are being denied her; she has been and is still being subjected to loan servicer abuses, and she is at substantial risk that a predatory loan servicer may eventually attempt or succeed in literally stealing her home through unlawful foreclosure, which would result in the loss of not only her home, but also her in excess of \$30,000 investment toward the purchase and maintenance of it since 2007.

37. Plaintiff contends she has submitted to this Court substantial prima facie evidence that fraudulent, illegal, and unconscionable acts have been committed which render

the mortgage and note subject to this proceeding invalid, unenforceable, non-transferable, and extinguished, and that granting Plaintiff the requested declaratory judgment and injunctive relief in the Complaint and Petition pursuant to S.C. Code Sections 15-53-30, 29-3-430, 29-3-440, and 32-3-10 would be just and proper.

Respectfully submitted,

A handwritten signature in cursive script, reading "Melissa J. Marks".

Melissa Jean Marks, appearing pro se
209 Presidential Court
Round O, SC 29474
(843) 819-4890

Round O, South Carolina
May 14, 2012

EXHIBIT 1

AFFIDAVIT OF SERVICE

State of South Carolina

County of Colleton

Common Pleas Court

Case Number: 2012-CP-15-262

Plaintiff:

MELISSA JEAN MARKS (Pro Se)

vs.

Defendant:

OLD SOUTH MORTGAGE CORPORATION, ET AL

For:

Melissa J. Marks
209 Presidential Court
Round O, SC 29474

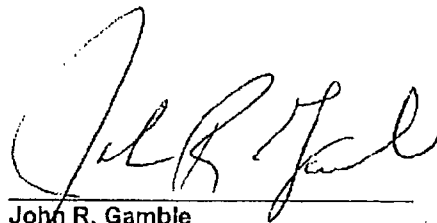
Received by PROCESS SERVICE, INC. to be served on **OLD SOUTH MORTGAGE CORPORATION**, 741
Johnnie Dods Blvd., Mt. Pleasant, SC 29464.

I, John R. Gamble, being duly sworn, depose and say that on the **9th day of April, 2012** at 6:25 pm, I:

SERVED the within named CORPORATION by delivering a true copy of the **CIVIL ACTION COVERSHEET, SUMMONS, DECLARATORY JUDGMENT COMPLAINT AND PETITION FOR INJUNCTIVE RELIEF, VERIFICATION, AND EXHIBITS A THROUGH 43** with the date and hour of service endorsed hereon by me to **ANGELO T. CONVERTINO, REGISTERED AGENT** for **OLD SOUTH MORTGAGE CORPORATION** at **2221 Ashford Place, Charleston, SC 29414**

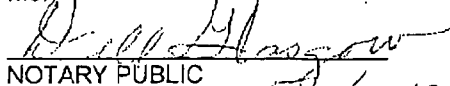
I am over eighteen and have no interest in the above action.

PATRICIA C. GRANT
COLLETON COUNTY
COMMON PLEAS
2012 APR 18 AM 8:29



John R. Gamble
PROCESS SERVER

Subscribed and Sworn to before me on the 11th day
of April, 2012 by the affiant who is personally known to
me.


NOTARY PUBLIC

Commission Expires: 5-6-19

PROCESS SERVICE, INC.
P.O. Box 20097
Charleston, SC 29413
(843) 577-2355

Our Job Serial Number: 2012001031

EXHIBIT 2

STATE OF SOUTH CAROLINA)
)
COUNTY OF COLLETON)

IN THE COURT OF COMMON PLEAS
THE FOURTEENTH JUDICIAL CIRCUIT

Melissa Jean Marks,)
Plaintiff,)

Case #: 12-CP-15-262

vs.)

ANSWER

Old South Mortgage Corporation, John Does)
1-100, Fictitious Corporations 1-100.)
Defendants,)
_____)

THE DEFENDANT, Old South Mortgage Corporation, above-named, answering and counterclaiming to the Complaint of the Plaintiff herein, would respectfully show and allege unto this Honorable Court as follows:

FOR A FIRST DEFENSE

Each and every allegation of the Complaint not herein specifically admitted is denied and demands strict proof thereof.

1. Defendant is without sufficient knowledge to either admit or deny the allegations as to Paragraphs 1, 3, 7, 9, 10, 11, 12, 13, 14, 17, 18, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 84, 88, 89, 90, 91, 93, 94, 96, 98, 99, 100, 101, 102, 103, 104, 111, 112, 113, 115, 116, 117, 118, 119, 121, 122, 123, 124, 125, 126, 130, 132, 136, 137, 144, 145, 146, 147, 149, 150, 154, 159, 160, 161, 162, 163, 171, 172, 176, 177, 178, 179, of the Complaint.

Therefore, these allegations are denied and strict proof thereof is demanded.

2. Defendant admits Paragraphs 2, 6, 8, 21, 142 of the Complaint.

3. Defendant denies Paragraphs 4, 5, 19, 20, 86, 87, 92, 106, 107, 108, 109, 114, 120, 127, 128, 129, 131, 135, 138, 151, 152, 155, 156, 158, 165, 166, 167, 168, 169, 170, 173, 174, 175 and strict proof thereof is demanded.
4. Defendant is not required to answer Paragraphs 97, 153 as they call for conclusions of law.
5. Paragraphs 105, 134, 157 do not require an answer.
6. Defendant denies it abandoned its lien against Plaintiff's home immediately after the closing and demands strict proof thereof. Defendant is without knowledge as to the remainder of paragraph 15 and demands strict proof thereof.
7. Defendant admits so much of Paragraph 16 which alleges Old South was dissolved on December 29, 2008. Defendant is without knowledge as to the remainder of Paragraph 16 and therefore demands strict proof thereof.
8. Defendant admits so much of Paragraph 83 which states Old South was identified as the Lender on the Note and Mortgage and that Old South placed a stamp on the note, but Defendant denies the remainder of paragraph 83 and demands strict proof thereof.
9. Defendant admits it did not loan money to Plaintiff and that Defendant is identified as the Lender on the Note and Mortgage. Plaintiff denies the remainder of Paragraph 85.
10. Defendant admits Flagstar did not loan money to Plaintiff for the purchase of her home. Defendant is without knowledge as to the rest of paragraph 87 and demands strict proof thereof.
11. Defendant admits Fannie Mae is not identified as the mortgagee or lender on the mortgage or note. Defendant is without knowledge as to the remainder of paragraph 95 and demands strict proof thereof.

12. Defendant admits a mortgage and note was prepared for Old South for Plaintiff signature for closing dated October 5, 2007 and subsequently recorded in the Colleton County Register of Deeds. Defendant denies the remainder of Paragraph 106 and demands strict proof thereof.
13. Defendant admits Ms. Tuten was the closing attorney. Defendant is without knowledge as to the remainder of Paragraph 110 and demands strict proof thereof.
14. Defendant denies it made fraudulent misrepresentations to the Plaintiff, and is without knowledge as to the remainder of Paragraph 133. Defendant demands strict proof thereof.
15. Defendant admits the Settlement Statement discloses a loan origination fee of \$855.00 and a processing fee of \$150.00 to Old South and an administrative fee of \$620 to Flagstar. Defendant is without knowledge as to the remainder of Paragraph 139 and demands strict proof thereof.
16. Defendant admits the Truth in Lending Disclosure Statement states, "At or after the closing, Flagstar Bank, FSB will pay a broker yield spread premium to Old South Mortgage Corp in connection with your loan of \$1,076.92. This amount is not part of your closing costs". Defendant is without knowledge as to remainder of Paragraph 140 and demands strict proof thereof.
17. Defendant admits Plaintiff received a Notice of Assignment, Sale or Transfer of Servicing Rights and a Notice of Transfer of Loan Servicing Rights informing her that Flagstar would become the servicer of her loan. Defendant is without knowledge as to the remainder of Paragraph 143 and demands strict proof thereof.

18. Defendant admits MERS is identified as nominee for the lender and as mortgagee, and that MERS is not named as a note holder on the original note. Defendant admits Old South is identified as the Lender on the note. Defendant denies the remainder of Paragraph 148 and demands strict proof thereof.
19. Defendant denies the terms of Plaintiff's loan are oppressive, but admits the remainder of Paragraph 164.

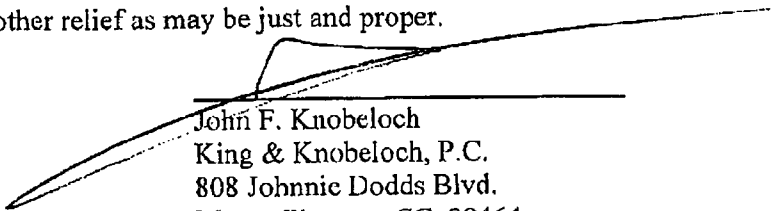
FOR A SECOND DEFENSE

20. Plaintiff has failed to state facts sufficient to constitute a cause of action and Plaintiff's case should be dismissed pursuant to SCRCP Rule 12(b) (6).

FOR A THIRD DEFENSE

21. If Plaintiff's case is not dismissed, then Flagstar Bank, FSB is a necessary party and should be joined as a party pursuant to SCRCP Rule 19.

WHEREFORE, having fully answered the Complaint, the Defendant Old South Mortgage Corporation, prays this court inquire into this matter and dismiss the Complaint of the Plaintiff and grant such further and other relief as may be just and proper.



John F. Knobloch
King & Knobloch, P.C.
808 Johnnie Dodds Blvd.
Mount Pleasant, SC 29464
(843) 884-3670

Mount Pleasant, SC
May 3, 2012

EXHIBIT 3

After Recording Return To:
FLAGSTAR BANK
5151 CORPORATE DRIVE
TROY, MI 48098
FINAL DOCUMENTS, MAIL STOP W-530-3

This instrument was prepared by:

VI WBCD LOAN # 501684092

[Space Above This Line For Recording Data]

MORTGAGE

MIN 100052550168409273

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated OCTOBER 5, 2007, together with all Riders to this document.

(B) "Borrower" is Melissa Marks.

Borrower is the mortgagor under this Security Instrument.

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, Michigan 48501-2026, tel. (800) 679-MERS.

(D) "Lender" is OLD SOUTH MORTGAGE CORP.

Lender is a CORPORATION,
SOUTH CAROLINA.
CHARLESTON, SC 29407.

organized and existing under the laws of
Lender's address is 4 CARRIAGE LN, 403,

(E) "Note" means the promissory note signed by Borrower and dated OCTOBER 5, 2007. The Note states that Borrower owes Lender *****SEVENTY SIX THOUSAND AND NO/100 ***** Dollars (U.S. \$76,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than OCTOBER 1, 2037.

(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

☐ Adjustable Rate Rider	☐ Condominium Rider	☐ Second Home Rider
☐ Balloon Rider	☐ Planned Unit Development Rider	☒ Other(s) [specify]
☐ 1-4 Family Rider	☐ Biweekly Payment Rider	MANUFACTURED HOME RIDER
☐ V.A. Rider		

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

Initials: *mm*

(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(L) "Escrow Items" means those items that are described in Section 3.

(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS the following described property located in the COUNTY (Type of Recording Jurisdiction) of Colleton

(Name of Recording Jurisdiction):

TMS #168-00-00-147

APN #: 168-00-00-147

which currently has the address of 209 PRESIDENTIAL CT, ROUND O,

[Street] [City]

South Carolina 29474-4374 ("Property Address");

[Zip Code]

TO HAVE AND TO HOLD this property unto MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, forever, together with all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully soised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received

Initials: *mm*

by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. **Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. **Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Initials: *mm*

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

Initials: *[Signature]*

7. **Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. **Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. **Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. **Mortgage Insurance.** If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the

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mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits

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under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to Section 22 of this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

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20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remedial action of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence, all of which shall be additional sums secured by this Security Instrument.

23. Release. Upon payment of all sums secured by this Security Instrument, this Security Instrument shall become null and void. Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

24. Homestead Waiver. Borrower waives all rights of homestead exemption in the Property to the extent allowed by Applicable Law.

25. Waiver of Appraisal Rights. The laws of South Carolina provide that in any real estate foreclosure proceeding a defendant against whom a personal judgment is taken or asked may within 30 days after the sale of the mortgaged property apply to the court for an order of appraisal. The statutory appraisal value as approved by the court would be substituted for the high bid and may decrease the amount of any deficiency owing in connection with the transaction. TO THE EXTENT PERMITTED BY LAW, THE UNDERSIGNED HEREBY WAIVES AND RELINQUISHES THE STATUTORY

Initials: MAN

APPRAISAL RIGHTS WHICH MEANS THE HIGH BID AT THE JUDICIAL FORECLOSURE SALE WILL BE APPLIED TO THE DEBT REGARDLESS OF ANY APPRAISED VALUE OF THE MORTGAGED PROPERTY. This waiver shall not apply so long as the Property is used as a dwelling place as defined in § 12-37-250 of the South Carolina Code of Laws.

26. Future Advances. The lien of this Security Instrument shall secure the existing indebtedness under the Note and any future advances made under this Security Instrument up to 150% of the original principal amount of the Note plus interest thereon, attorneys' fees and court costs.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Signed, sealed and delivered in the presence of:

Mary-Margaret Wills

Melissa Marks (Seal)
MELISSA MARKS

Doreen Wills

State of SOUTH CAROLINA
County of COLLETON

The foregoing instrument was acknowledged before me this 10/5/07 (date)
by Melissa Marks

(name of person acknowledged).

Doreen Wills

Signature of Person Taking Acknowledgement

My commission expires: 11/15/2016

Exhibit "A"

All that certain piece, parcel or lot of land situate, lying and being South of Cottageville in the County of Colleton, State of South Carolina, as shown on a plat entitled "AN AS-BUILT SURVEY OF 1.03 ACRES TMS 168-00-00-147 LOT 7 - PRESIDENTIAL ESTATES SURVEYED FOR LEPAUL EDWARDS FLETCHER" prepared by Jerry L. Fowler, R.L.S. 15178, dated July 28, 2003, and recorded in the Office of the Clerk of Court for Colleton County in Plat Book 34 at Page 277. Said lot measuring and bounding as follows:

On the North measuring One Hundred Eighty-Seven and Fifty Hundredths (187.50') feet, more or less, and being bounded thereon by lands now or formerly of Jay P. Campbell, Jr.; on the East measuring Two Hundred Forty (240.00') feet, more or less, and being bounded thereon by lands now or formerly of Paul Walker; on the South measuring One Hundred Eighty-Seven and Fifty Hundredths (187.50') feet, more or less, and being bounded thereon by the Fifty (50') foot Right-of-Way of Presidential Court; and on the West measuring Two Hundred Forty (240.00') feet, more or less, and being bounded thereon by lands now or formerly of Paul Walker.

Subject to easements, restrictions, and rights of way of record.

This being the same property conveyed to Melissa Marks by deed of Paul Walker dated October 5, 2007 and recorded October ____, 2007 in the Office of the Register of Deeds for Colleton in Record Book ____ at Page ____.

TMS# 168-00-00-147

**MANUFACTURED HOME RIDER TO THE MORTGAGE/
DEED OF TRUST/TRUST INDENTURE**

This Rider is made this -- 5TH day of OCTOBER, 2007, and is incorporated into and shall be deemed to amend and supplement the Mortgage/Deed of Trust/Trust Indenture (the "Security Instrument") of the same date given by the undersigned
MELISSA MARKS

(the "Borrower")
to secure Borrowers' Note to OLD SOUTH MORTGAGE CORP, A SOUTH CAROLINA CORPORATION

(the "Note Holder")
of the same date (the "Note") and covering the property described in the Security Instrument and located at 209 PRESIDENTIAL CT, ROUND O, SC 29474-4374

LEGAL DESCRIPTION:
TMS #168-00-00-147

(Property Address)

MODIFICATIONS: In addition to the covenants and agreements made in the Security Instrument, Borrowers and Note Holder further covenant and agree as follows:

- A. PROPERTY:
Property, as the term is defined herein, shall also encompass the Manufactured Home described as follows:

Manufacturer's Name: OAKWOOD
Model Name: OAK/FR
Model Year: 2002 Model Number:
Serial Number(s): H0NC07715247A&B
Width and Length:

which, by intention of the parties, shall constitute a part of the realty and shall pass with it.

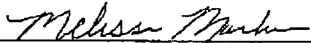
B. ADDITIONAL COVENANTS OF BORROWER:

- (a) Borrower(s) covenant and agree that they will comply with all state and local laws and regulations regarding the affixation of the Manufactured Home to the real property described herein including, but not limited to, surrendering the Certificate of Title (if required) and obtaining the requisite governmental approval and accompanying documentation necessary to classify the Manufactured Home as real property under state and local law.

V1 WBOD LOAN # 501684092

- (b) That the Manufactured Home described above shall be, at all times, and for all purposes, permanently affected to and part of the real property legally described herein.
- (c) Borrower(s) covenant that affixing the Manufactured Home to the real property legally described herein does not violate any zoning laws or other local requirements applicable to manufactured homes and further covenant that the Manufactured Homes has been delivered and installed to their satisfaction and is free from all defects.

By signing this, Borrower(s) agree to all of the above.

 (Seal)
MELISSA MARKS

[Help](#)

Notifications - Print

[Print](#) | [Close](#)

TBB Incoming Wire Advice

TBB Incoming Wire Advice

Date: 10/05/2007

Account: 1005320211

Name: Bank of Walterboro

Notification Of: Incoming Wire

Received On: 10/05/2007 5:25:12 PM

Amount: 76,092.85

Ref: 01791 Sending FI: 272471852 FLAGSTAR BK FSB

Sender:	272471852	FLAGSTAR BK FSB	Amount:	76,092.85
Receiver:	061003415	THE BANKERS BK	Business Function:	CTR
Type Code:		1000		
Originator:		991555000		
		FEDERAL RESERVE BANK ACCOUNT		
		5151 CORPORATE DRIVE		
		TROY MI 48098		
Beneficiary's FI:		BA		
		BANK OF WALTERBORO		
		DORCAS M. TUTEN , REAL ESTATE		
Beneficiary:		1005320211		
		EDISTO TITLE INSURANCE		
Ref for BNF:		1518747		
ORG to BNF Info:		LWS01684092		
		RE MARKS , MELISSA		
		010032910		
IMAD:		20071005 L1LFBQ0C 000638		
TimeStamp:		1005 1724 PT01		
OMAD:		20071005 F1B7281C 001791 1005 1724 PT01		



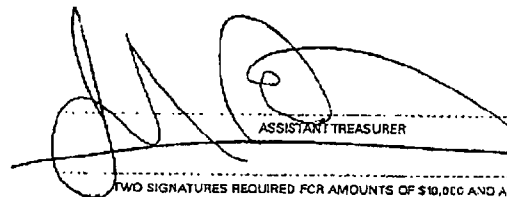
NAVY FEDERAL CREDIT UNION
PO Box 3000
Merrifield VA 22119-3000
navyfcu.org

68-7497
2560

CASHIER'S CHECK

SERIAL NO.	ACCOUNT NO.	DATE	AMOUNT
0422916733	0000001217737103	10/05/07	*****5,945.54

PAY
TO THE
ORDER OF DORCAS TUTEN


ASSISTANT TREASURER

REMITTER: MELISSA J MARKS

TWO SIGNATURES REQUIRED FOR AMOUNTS OF \$10,000 AND ABOVE

MP

C 36 (6-05)

⑆256074974⑆

⑈002

209 Presidential Court, Round O

Tuten Law (tutenlaw@lowcountry.com)

Fri 3/30/12 11:10 AM

1 attachment

Ms. Marks,

Attached you will find a copy of the check you provided towards your purchase. As you will see, there is no check stub from Flagstar, as they did not issue a check for your funds. The wire information from Flagstar is attached.

Jamie L. Avant

Dorcas M. Tuten, Attorney At Law

Post Office Box 1694

222 Wichman Street

Walterboro, South Carolina 29488

Phone: (843) 542-9495

Fax: (843) 542-9536

tutenlaw@lowcountry.com

STATE OF SOUTH CAROLINA

COUNTY OF COLLETON

)
)
)

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, that I, Paul Walker, Grantor, in the State aforesaid, for and in consideration of the sum of Eighty Thousand and no/100 (\$80,000.00) Dollars, in hand paid at and before the sealing and delivery of these presents by Melissa Marks, hereinafter Grantee, the receipt and sufficiency of which are hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release, subject to the easements, restrictions, reservations, and conditions ("Exceptions") set forth below unto the said Melissa Marks, subject to the below stated Exceptions, her heirs, successors, and assigns, the following described real estate, to wit:

THIS CONVEYANCE IS MADE SUBJECT TO: All covenants, restrictions, easements and rights-of-ways affecting the property.

All that certain piece, parcel or lot of land situate, lying and being South of Cottageville in the County of Colleton, State of South Carolina, as shown on a plat entitled "AN AS-BUILT SURVEY OF 1.03 ACRES TMS 168-00-00-147 LOT 7 – PRESIDENTIAL ESTATES SURVEYED FOR LEPAUL EDWARDS FLETCHER" prepared by Jerry L. Fowler, R.L.S. 15178, dated July 28, 2003, and recorded in the Office of the Clerk of Court for Colleton County in Plat Book 34 at Page 277. Said lot measuring and bounding as follows:

On the North measuring One Hundred Eighty-Seven and Fifty Hundredths (187.50')

feet, more or less, and being bounded thereon by lands now or formerly of Jay P. Campbell, Jr.; on the East measuring Two Hundred Forty (240.00') feet, more or less, and being bounded thereon by lands now or formerly of Paul Walker; on the South measuring One Hundred Eighty-Seven and Fifty Hundredths (187.50') feet, more or less, and being bounded thereon by the Fifty (50') foot Right-of-Way of Presidential Court; and on the West measuring Two Hundred Forty (240.00') feet, more or less, and being bounded thereon by lands now or formerly of Paul Walker.

Subject to easements, restrictions, and rights of way of record.

This being the same property conveyed to Paul Walker by deed of Benjamin C.P. Sapp, Special Referee, dated May 7, 2007 and recorded May 7, 2007 in the Office of the Register of Deeds for Colleton County in Record Book 1503 at Page 220. Thereafter, a Special Referee's corrective dated September 10, 2007 was recorded September 10, 2007 in the Office of the Register of Deeds for Colleton County in Record Book 1553 at Page 255.

TMS# 168-00-00-147

Property Address: 209 Presidential Court
Round O, South Carolina 29474

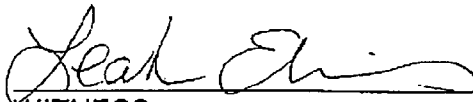
TOGETHER with, subject to the above Exceptions, all and singular, the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, subject to the above Exceptions, all and singular, the said Premises before mentioned unto the said Grantee, her Heirs, Successors and Assigns forever.

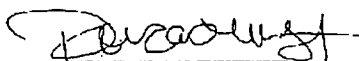
AND I do hereby bind myself and my heirs, Executors and Administrators, to warrant and forever defend, all and singular, the said Premises unto the said Grantee, her Heirs, Successors and Assigns, against myself, and my heirs, successors and assigns, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

WITNESS the Grantor's Hand and Seal this 5 day of October, in the year of our Lord
two thousand seven.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:


WITNESS

 (Seal)
Paul Walker

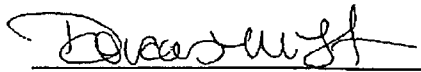

WITNESS

STATE OF SOUTH CAROLINA)
)
COUNTY OF COLLETON) PROBATE

PERSONALLY appeared before me the undersigned and made oath that (s)he saw the
within named Paul Walker, sign, seal and as his act and deed, deliver the within written Deed,
and that (s)he, with the other witness witnessed the execution thereof.

SWORN TO BEFORE ME THIS
5 day of October, 2007




NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: 11/15/2010

GRANTEE'S ADDRESS: 5572 Trailwood Drive
 North Charleston, South Carolina 29418

RETURN ORIGINAL DEED TO: Dorcas M. Tuten
 Post Office Box 1694
 222 Wichman Street
 Walterboro, South Carolina 29488

EXHIBIT 4

Melissa J. Marks
209 Presidential Court
Round O, SC 29474
(843) 819-4890 cell
mjmarks68@hotmail.com

May 14, 2012

VIA HAND DELIVERY

The Honorable Patricia C. Grant
Colleton County Clerk of Court
101 Hampton Street
Walterboro, SC 29488

Re: Melissa Jean Marks v. Old South Mortgage Corporation, et al.
Case No. 2012-CP-15-262

Dear Ms. Grant:

The undersigned is the pro se plaintiff in the referenced civil proceeding. Since I do not know which judge will be assigned, I respectfully request that you forward this letter to the judge that is assigned to preside over my case.

Your Honor, I am writing to acknowledge receipt of attorney Harriet Wallace's letter and notice of May 9, 2012, and to inform you of the omission of material facts from Ms. Wallace's documents filed with this Court on behalf of Nationstar Mortgage LLC which render her submission misleading. I am also writing to respectfully request that this Court deny Nationstar's request for time and request to intervene in my case because Nationstar does not have legal standing to appear and defend for the reasons explained as follows.

I am sole holder of legal title to the real property subject to this proceeding under S.C. law (hereinafter "my home"), and I was permitted to exempt my home and the mortgage from the Chapter 13. Nationstar was only notified by law that a Chapter 13 had been filed so that if Nationstar had a claim for arrearage on the mortgage, Nationstar could file a claim for that arrearage in the Chapter 13. Since I have never missed a mortgage payment and never paid late as evidenced in the exhibits to my complaint, Nationstar could not and did not make a claim of arrearage on the mortgage. This means my home and the mortgage remains in exempt status in the Chapter 13 to date, and there was no dispute filed or pending in the Chapter 13 regarding the mortgage at the time I filed my complaint.

Nationstar is holding and collecting for a mortgage and note that I contend was invalid, unenforceable and non-transferable as of the date of signing on October 5, 2007, and I did not discover that until after the bankruptcy was filed and Nationstar changed its behavior toward me, which prompted me to investigate to determine whether the mortgage and note are valid and enforceable.

In its letter of November 8, 2011, to the S.C. Dept. of Consumer Affairs (Exhibit 21), Nationstar stated, "Please be advised Nationstar Mortgage does not provide contractual statements or online access to customers that have been involved in bankruptcy unless the debt was reaffirmed." Nationstar in effect acknowledged in this letter that while an automatic stay is in place and the Chapter 13 is open, I could dispute the validity of the mortgage at any time upon a showing of cause and legal grounds, so for Nationstar to suggest otherwise now after I have filed a complaint would be disingenuous.

This Court has jurisdiction and venue is proper based on the nature of the relief requested in my complaint.

As explained or evidenced in my complaint, Nationstar has not recorded an assignment of mortgage in the Colleton County Register of Deeds prior to my filing my complaint and petition. Nationstar did not clearly disclose to me or the bankruptcy court in a writing addressed to me or the court that it is a loan servicer acting on behalf of another party and the name of the other party. This non-disclosure of material facts renders Nationstar's Form 10 filing in the Chapter 13 and its 2009 notice letters to me insufficient evidence and misleading as to Nationstar's alleged legal rights in the mortgage and note.

For example, Nationstar's Form 10 filing in the Chapter 13 (Exhibit 17) includes a copy of the original note that is stamped by Defendant Old South, "Pay to the Order of Flagstar Bank, FSB WITHOUT RECOURSE," but there is no such stamp from Flagstar or any other entity evidencing a transfer of the original note from Flagstar to Nationstar or to any other entity, and without any assignments of mortgage recorded in the county register of deeds, a rubber stamp from Defendant Old South to Flagstar standing alone is not sufficient evidence of a lawful sale, transfer or assignment of the mortgage and note to Nationstar.

Nationstar is a third party to the mortgage and was not a party to the original mortgage contract and note in question. Nationstar has no legal standing to defend or intervene regarding a mortgage contract in which it was never a party and never involved. If Nationstar has a dispute related to the mortgage and note, Nationstar, along with the party it is holding the note for, would need to take up that dispute with whomever they obtained the mortgage and note from.

As explained or evidenced in my complaint, after Nationstar unreasonably and repeatedly refused to reinstate my monthly billing statements (payment receipts), eliminated my online account, which removed my online access to my home loan/escrow account, I began conducting extensive research into the mortgage and discovered for the first time in late 2011 or early 2012 that under Nationstar's reporting in my Equifax credit report (Exhibit 36), it indicates my home loan account is a Fannie Mae account, that the MERS database indicates Fannie Mae is or was the investor in my account, and that Nationstar is just the servicer of my account. Likewise, under Flagstar's reporting in the Equifax credit report that was opened the same month and year I signed the mortgage in October 2007, it indicates

that my home loan account is a Fannie Mae account, and nowhere in the reporting under Flagstar and Nationstar does it mention Defendant Old South.

As explained or evidenced in my complaint, I would not and did not knowingly and intentionally sign or enter into a mortgage and note with non-disclosed parties such as Fannie Mae and/or a trust pool of mortgage investors, and I do not believe I could have lawfully done so if they do not have state mortgage lending licenses and are not otherwise authorized by any federal or state law to enter into mortgages with citizens in this state in the primary mortgage market.

Nevertheless, Fannie Mae and/or a trust pool of mortgage Investors may have been the actual lender that financed the purchase of my home, but pursuant to the Statute of Frauds, S.C. Code § 32-3-10, the actual lender is precluded from lawfully bringing an action against me in the courts of this state. I did not sign or enter into a mortgage and note with the actual lender that financed the purchase of my home. The identity of the actual lender was not included in the mortgage and note I signed at the closing, which I contend renders both legal instruments invalid, unenforceable and non-transferable.

As evidenced in the exhibits to my complaint, Fannie Mae's servicer guide (Exhibit 31) instructs its servicers to record an assignment with the county transferring the mortgage from MERS to either the servicer or Fannie Mae prior to filing a foreclosure action, and the servicer can bring the foreclosure in either the servicer's name or Fannie Mae's name, depending on the circumstances.

As explained or evidenced in my complaint, MERS cannot lawfully assign the security interest in my home to Nationstar or Fannie Mae because MERS was not the actual lender, MERS is neither state licensed to be involved with mortgages nor a federal bank, and MERS is only vaguely described as "nominee for Lender" in the mortgage, which means nothing under real property law from a practical standpoint. In fact, when I first called the county register of deeds to inquire in November 2011, the clerk said Defendant Old South is the lien holder, so the county register of deeds apparently interpreted the mortgage that the lender was intended to be the secured party in the mortgage and lien holder, not MERS. That is the only logical interpretation of the mortgage under existing property law, and that is how I interpreted it at the closing as well.

In other words, MERS never lawfully possessed a security interest in equity in my home and obviously cannot lawfully transfer to another entity a security interest in equity it never actually possessed. Courts have dismissed actions filed by MERS to foreclose on homes because it was not the lender or it otherwise had no legal standing to bring the action. In addition, there is a material defect in the legal instruments in that MERS is not identified in the original note as the original lender/note holder, only Defendant Old South is falsely identified therein, which means there is a split of the mortgage from the note—the identity of the mortgagee in the mortgage and the identity of the note holder in the note are not described in the exact same manner. These arguments are supported, restated or more thoroughly explained by the rulings of a federal judge in New York, the Sumter County Court of Common Pleas, S.C., and the Kansas Supreme Court in the opinions I attached as Exhibits 28, 29 and 30 to my complaint.

Due to the complexities of my case, my complaint and exhibits are voluminous, but that is only because under the S.C. Rules of Civil Procedure, other statutes and case law that are applicable to my case, I necessarily had to allege and show this Court why I believe I have named and served the indispensable parties in interest that have legal standing to appear and defend, why I believe it was necessary to take legal action seeking this Court's protection, why I believe I am entitled to the declaratory judgment and injunctive relief requested in my complaint, and also provide relevant and credible documentary evidence in support. In my complaint, I identified and explained why Nationstar has no legal standing to appear and defend in compliance with the S.C. Rules of Civil Procedure, so I have done nothing improper with respect to Nationstar.

Your Honor, in consideration of all the foregoing, I ask that you deny Nationstar's request for time and request to intervene. Today by separate cover letter I am also filing my Motion for Summary Judgment pursuant to Rule 56 and request for hearing as it has been over 30 days since the filing of my complaint, Defendant Old South has appeared and answered, and I have sufficient admissions from the Defendant Old South, facts, evidence, and statutory grounds in support of the motion.

Respectfully submitted,



Melissa Jean Marks,
Plaintiff, appearing pro se

cc: Robert R. Meredith, Jr., Esq., Plaintiff's bankruptcy attorney
John F. Knobloch, Esq., Attorney for Defendant Old South Mortgage Corp.
Harriet Pollitt Wallace, Esq., Attorney for Nationstar Mortgage LLC

STATE OF SOUTH CAROLINA

COUNTY OF COLLETON

MELISSA JEAN MARKS, *Pro Se*,

Plaintiff,

vs.

OLD SOUTH MORTGAGE CORPORATION,
JOHN DOES 1-100, and
FICTITIOUS CORPORATIONS 1-100,

Defendants.

) IN THE COURT OF COMMON PLEAS
) FOURTEENTH JUDICIAL CIRCUIT
) CIVIL ACTION NO.: 2012-CP-15-262

CERTIFICATE OF SERVICE

I certify that, on this date, I served a copy of Plaintiff's Motion and Order Information Form and Coversheet, Plaintiff's Motion for Summary Judgment and Plaintiff's Memorandum in Support of Motion for Summary Judgment, dated May 14, 2012, by mailing them to him/her, at his/her last known address, by depositing them in the U.S. Mail, in an envelope with sufficient postage affixed, addressed as follows:

Attorney for the Defendant Old South Mortgage Corporation at:

John F. Knobeloch, Esq.
King & Knobeloch, P.C.
808 Johnnie Dodds Blvd.
Mt. Pleasant, SC 29464

Attorney for non-party Nationstar Mortgage LLC at:

Harriet Pollitt Wallace, Esq.
Rogers Townsend & Thomas, PC
220 Executive Center Dr.
Columbia, SC 29210

PATRICIA C. GRANT
COLLETON COUNTY
COMMON PLEAS
2012 MAY 14 AM 11:02



Melissa Jean Marks, Plaintiff appearing pro se
209 Presidential Court
Round O, SC 29474
(843) 819-4890

Round O, South Carolina
May 14, 2012

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF COLLETON

CASE NO. 2012-CP-15-262

MOTION INFORMATION
FORM
AND COVER SHEETMelissa Jean Marks ☐ Plaintiff

v.

Old South Mortgage Corporation et al. ☒ Defendant

Check box above indicating submitting party

name, S.C. Bar no. and address of plaintiff's attorney

Harriet Pollitt Wallace (SC #69454)

Address:

220 Executive Center Drive

Columbia, South Carolina 29210

phone: 803-771-7900 fax 803-343-7017

name, S.C. Bar no. and address of Defendant's attorney

☒ MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III)☐ FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III)☐ PROPOSED ORDER/CONSENT ORDER (Complete SECTIONS II and III)

SECTION I: Hearing Information

Nature of Motion: To Intervene

Estimated Time Needed: 25 minutes

Court Reporter Needed: YES/NO

SECTION II: Motion Fee

☒ PAID --AMOUNT: \$ 25.00☐ EXEMPT:☐ Rule to Show Cause in Child or Spousal Support☐ Domestic Abuse or Abuse and Neglect☐ Indigent status☐ State Agency v. Indigent Party☐ Sexually Violent Predator Act☐ Post-Conviction Relief☐ Motion for Stay in Bankruptcy☐ Motion for Publication☐ Motion for Execution (Rule 69, SCRCP)☐ Proposed order submitted at request of the court; or,

reduced to writing from motion made in open court per judge's instructions

Name of Court Reporter: _____

☐ Other: _____

SECTION III: Motion Type

☒ Written motion attached☐ Form Motion —

I hereby move for relief or action by the court as set forth in the attached proposed order.

Signature of Attorney for Plaintiff/Defendant

May 31, 2012

Date submitted

JUDGE'S SECTION

☐ Motion Fee to be paid upon filing of the attached order.☐ Other

JUDGE

CODE: _____

Date: _____

CLERK'S VERIFICATION

Date Filed: _____

Collected by: _____
(print name)☐ MOTION FEE COLLECTED: _____☐ CONTESTED—AMOUNT DUE: _____

SCCA/233 (11/2003)

STATE OF SOUTH CAROLINA

COUNTY OF COLLETON

MELISSA JEAN MARKS,

Plaintiff,

vs.

OLD SOUTH MORTGAGE CORPORATION,

JOHN DOES 1-100, AND

FICTITIOUS CORPORATIONS 1-100

Defendants.

) IN THE COURT OF COMMON PLEAS

) FOURTEENTH JUDICIAL CIRCUIT

) CIVIL CASE NO. 2012-CP-15-262

**NATIONSTAR MORTGAGE, LLC'S NOTICE OF MOTION
AND MOTION TO INTERVENE**

TO: MELISSA JEAN MARKS, PRO SE

YOU WILL PLEASE TAKE NOTICE that at such time and place as is set by the court, Nationstar Mortgage, LLC ("Nationstar") will move the court pursuant to Rule 19, 24(a) and 25(c), SCRPC, and S.C. Code Ann. §15-53-80 (2011) for an order allowing it to intervene as the defendant and dismissing Old South Mortgage Company ("Old South"), John Does 1-100, and Fictitious Corporations 1-100. This motion is based on the grounds that Nationstar is a necessary party and has an interest in the subject matter of the case which is not adequately represented by the named defendants.

Nationstar should be allowed to intervene because "all persons shall be made parties who have or claim any interest which could be affected by the declaration, and no declaration shall prejudice the rights of persons not parties to the proceeding." S.C. Code §15-53-80. Furthermore, Nationstar's motion is timely and none of the parties to the action will be prejudiced if Nationstar is allowed to intervene, as further set forth as follows:

- (1) This action was only filed on April 6, 2012.

(2) Plaintiff admits in her Complaint and Chapter 13 Bankruptcy that she was aware of Nationstar's interest in the property located at 209 Presidential Court, Round O, SC 29474 (the "Property"), which is the subject matter of this action, well before she filed this action. Nationstar is the only creditor identified in her Chapter 13 Bankruptcy Petition and Chapter 13 Plan confirmed by the Bankruptcy Court, as being secured by the Property, Plaintiff did not name Nationstar as a party to this action or provide notice of the action to Nationstar. *See In re Melissa Jean Marks aka Melissa Jean Tanner*, Case 11-02619-jw, Voluntary Petition, Doc. 1, Sch. B & Sch. D (attached hereto as Exhibit A); Notice of Plan Modification, Doc. 9 (attached as Exhibit B); Order Confirming Plan, Doc. 12 (attached hereto as Exhibit C). Plaintiff asks this court to declare the Mortgage and Note invalid and unenforceable, which, if granted, would destroy Nationstar's right to collect payments under the Note and/or foreclose on the Mortgage in the event of a default on the Note.

(3) After Old South informed Nationstar of this action, Nationstar promptly filed a motion with the Bankruptcy Court for an Order Modifying the Stay in Plaintiff's Chapter 13 Bankruptcy Action. The Order granting such relief was filed on May 25, 2012, and is attached hereto as Exhibit D. The Bankruptcy Court found Nationstar "would be prejudiced if Debtor were granted the relief she is seeking in the State Court Action unless [Nationstar] is allowed to intervene and assert its rights to the mortgage and underlying obligation in such action." *Id.*

(4) Defendant Old South consents to the relief Nationstar is seeking in this motion and acknowledges it does not have an interest in the property.

(5) Further, since it does not appear Plaintiff has served Defendants John Does 1-100 and Fictitious Corporations 1-100, Plaintiff is not prejudiced if Nationstar is allowed to intervene.

Under these circumstances, Nationstar claims an interest relating to the subject matter of this litigation and is so situated that the disposition of this proceeding may as a practical matter impair or impede its ability to protect that interest. Further, Nationstar's interest is not being adequately represented by any of the existing parties.

Nationstar respectfully requests that the court enter an order:

- a. Substituting Nationstar in the place of Old South, John Does 1-100, and Fictitious Corporations 1-100 as the sole defendant in the present action;
- b. Dismissing Old South from the case;
- c. Dismissing John Does 1-100 from the case;
- d. Dismissing Fictitious Corporations 1-100 from the case;
- e. Amending the caption to reflect the substitution and dismissals.

This motion is based on the admissions of Plaintiff Melissa Jean Marks in her the pending Chapter 13 Bankruptcy action (Case 11-02619-jw), the laws of the State of South Carolina, the South Carolina Rules of Civil Procedure, and such other and further matters as may be properly presented to the court.

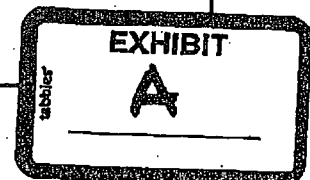


Harriet Pollitt Wallace (S.C. Bar # 69454)
ROGERS TOWNSEND & THOMAS, P.C.
220 Executive Center Drive
Post Office Box 100200
Columbia, South Carolina 29202-3200
Tel: (803) 771-7900
Fax: (803) 343-7017
harriet.wallace@rtt-law.com
ATTORNEY FOR NATIONSTAR MORTGAGE, LLC

May 31, 2012

BJ (Official Form 1)(4/10)

United States Bankruptcy Court District of South Carolina		Voluntary Petition
Name of Debtor (if individual, enter Last, First, Middle): Marks, Melissa Jean		Name of Joint Debtor (Spouse) (Last, First, Middle):
All Other Names used by the Debtor in the last 8 years (include married, maiden, and trade names): AKA Melissa Jean Tanner		All Other Names used by the Joint Debtor in the last 8 years (include married, maiden, and trade names):
Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN) No./Complete EIN (if more than one, state all): xxx-xx-6701		Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN) No./Complete EIN (if more than one, state all):
Street Address of Debtor (No. and Street, City, and State): 209 Presidential Ct Round O, SC ZIP Code 29474		Street Address of Joint Debtor (No. and Street, City, and State): ZIP Code
County of Residence or of the Principal Place of Business: Colleton		County of Residence or of the Principal Place of Business:
Mailing Address of Debtor (if different from street address): ZIP Code		Mailing Address of Joint Debtor (if different from street address): ZIP Code
Location of Principal Assets of Business Debtor (if different from street address above):		
Type of Debtor (Form of Organization) (Check one box) ☒ Individual (includes Joint Debtors) <i>See Exhibit D on page 2 of this form.</i> ☐ Corporation (includes LLC and LLP) ☐ Partnership ☐ Other (if debtor is not one of the above entities, check this box and state type of entity below.)	Nature of Business (Check one box) ☐ Health Care Business ☐ Single Asset Real Estate as defined in 11 U.S.C. § 101(51B) ☐ Railroad ☐ Stockbroker ☐ Commodity Broker ☐ Clearing Bank ☐ Other Tax-Exempt Entity (Check box, if applicable) ☐ Debtor is a tax-exempt organization under Title 26 of the United States Code (the Internal Revenue Code).	Chapter of Bankruptcy Code Under Which the Petition is Filed (Check one box) ☐ Chapter 7 ☐ Chapter 9 ☐ Chapter 11 ☐ Chapter 12 ☒ Chapter 13 ☐ Chapter 15 Petition for Recognition of a Foreign Main Proceeding ☐ Chapter 15 Petition for Recognition of a Foreign Nonmain Proceeding Nature of Debts (Check one box) ☒ Debts are primarily consumer debts, defined in 11 U.S.C. § 101(8) as "incurred by an individual primarily for a personal, family, or household purpose." ☐ Debts are primarily business debts.
Filing Fee (Check one box) ☒ Full Filing Fee attached ☐ Filing Fee to be paid in installments (applicable to individuals only). Must attach signed application for the court's consideration certifying that the debtor is unable to pay fee except in installments. Rule 1005(b). See Official Form 3A. ☐ Filing Fee waiver requested (applicable to chapter 7 individuals only). Must attach signed application for the court's consideration. See Official Form 3B.		Check one box: ☐ Debtor is a small business debtor as defined in 11 U.S.C. § 101(51D). ☐ Debtor is not a small business debtor as defined in 11 U.S.C. § 101(51D). Check if: ☐ Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$2,343,300 (amount subject to adjustment on 4/01/13 and every three years thereafter). Check all applicable boxes: ☐ A plan is being filed with this petition. ☐ Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
Statistical/Administrative Information ☒ Debtor estimates that funds will be available for distribution to unsecured creditors. ☐ Debtor estimates that, after any exempt property is excluded and administrative expenses paid, there will be no funds available for distribution to unsecured creditors.		THIS SPACE IS FOR COURT USE ONLY
Estimated Number of Creditors ☒ 1-49 ☐ 50-99 ☐ 100-199 ☐ 200-999 ☐ 1,000-5,000 ☐ 5,001-10,000 ☐ 10,001-25,000 ☐ 25,001-50,000 ☐ 50,001-100,000 ☐ OVER 100,000		
Estimated Assets ☐ \$0 to \$50,000 ☒ \$50,001 to \$100,000 ☐ \$100,001 to \$500,000 ☐ \$500,001 to \$1 million ☐ \$1,000,001 to \$5 million ☐ \$5,000,001 to \$10 million ☐ \$10,000,001 to \$50 million ☐ \$50,000,001 to \$100 million ☐ \$100,000,001 to \$500,000,001 ☐ \$500,000,001 to \$1 billion ☐ More than \$1 billion		
Estimated Liabilities ☐ \$0 to \$50,000 ☐ \$50,001 to \$100,000 ☒ \$100,001 to \$500,000 ☐ \$500,001 to \$1 million ☐ \$1,000,001 to \$5 million ☐ \$5,000,001 to \$10 million ☐ \$10,000,001 to \$50 million ☐ \$50,000,001 to \$100 million ☐ \$100,000,001 to \$500,000,001 ☐ \$500,000,001 to \$1 billion ☐ More than \$1 billion		



B1 (Official Form 1)(4/10)

Page 2

Voluntary Petition <i>(This page must be completed and filed in every case.)</i>		Name of Debtor(s): Marks, Melissa Jean	
All Prior Bankruptcy Cases Filed Within Last 8 Years (If more than two, attach additional sheet)			
Location Where Filed: - None -	Case Number:	Date Filed:	
Location Where Filed:	Case Number:	Date Filed:	
Pending Bankruptcy Case Filed by any Sponse, Partner, or Affiliate of this Debtor (If more than one, attach additional sheet)			
Name of Debtor: - None -	Case Number:	Date Filed:	
District:	Relationship:	Judge:	
Exhibit A (To be completed if debtor is required to file periodic reports (e.g., forms 10K and 10Q) with the Securities and Exchange Commission pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 and is requesting relief under chapter 11.) ☐ Exhibit A is attached and made a part of this petition.		Exhibit B (To be completed if debtor is an individual whose debts are primarily consumer debts.) I, the attorney for the petitioner named in the foregoing petition, declare that I have informed the petitioner that [he or she] may proceed under chapter 7, 11, 12, or 13 of title 11, United States Code, and have explained the relief available under each such chapter. I further certify that I delivered to the debtor the notice required by 11 U.S.C. §342(b). ☒ /s/ Robert R Meredith Jr Signature of Attorney for Debtor(s) Robert R Meredith Jr 6152 April 20, 2011 (Date)	
Exhibit C Does the debtor own or have possession of any property that poses or is alleged to pose a threat of imminent and identifiable harm to public health or safety? ☐ Yes, and Exhibit C is attached and made a part of this petition. ☒ No.			
Exhibit D (To be completed by every individual debtor. If a joint petition is filed, each spouse must complete and attach a separate Exhibit D.) ☒ Exhibit D completed and signed by the debtor is attached and made a part of this petition. If this is a joint petition: ☐ Exhibit D also completed and signed by the joint debtor is attached and made a part of this petition.			
Information Regarding the Debtor - Venue (Check any applicable box) ☒ Debtor has been domiciled or has had a residence, principal place of business, or principal assets in this District for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other District. ☐ There is a bankruptcy case concerning debtor's affiliate, general partner, or partnership pending in this District. ☐ Debtor is a debtor in a foreign proceeding and has its principal place of business or principal assets in the United States in this District, or has no principal place of business or assets in the United States but is a defendant in an action or proceeding [in a federal or state court] in this District, or the interests of the parties will be served in regard to the relief sought in this District.			
Certification by a Debtor Who Resides as a Tenant of Residential Property (Check all applicable boxes) ☐ Landlord has a judgment against the debtor for possession of debtor's residence. (If box checked, complete the following.) _____ (Name of landlord that obtained judgment) _____ (Address of landlord) ☐ Debtor claims that under applicable nonbankruptcy law, there are circumstances under which the debtor would be permitted to cure the entire monetary default that gave rise to the judgment for possession, after the judgment for possession was entered, and ☐ Debtor has included in this petition the deposit with the court of any rent that would become due during the 30-day period after the filing of the petition. ☐ Debtor certifies that he/she has served the Landlord with this certification. (11 U.S.C. § 362(f)).			

Voluntary Petition <i>(This page must be completed and filed in every case)</i>		Name of Debtor(s): Marks, Melissa Jean
Signatures		
Signature(s) of Debtor(s) (Individual/Joint) I declare under penalty of perjury that the information provided in this petition is true and correct. [If petitioner is an individual whose debts are primarily consumer debts and has chosen to file under chapter 7] I am aware that I may proceed under chapter 7, 11, 12, or 13 of title 11, United States Code, understand the relief available under each such chapter, and choose to proceed under chapter 7. [If no attorney represents me and no bankruptcy petition preparer signs the petition] I have obtained and read the notice required by 11 U.S.C. §342(b). I request relief in accordance with the chapter of title 11, United States Code, specified in this petition. X <u>/s/ Melissa Jean Marks</u> Signature of Debtor <u>Melissa Jean Marks</u> X _____ Signature of Joint Debtor _____ Telephone Number (If not represented by attorney) <u>April 20, 2011</u> Date	Signature of a Foreign Representative I declare under penalty of perjury that the information provided in this petition is true and correct, that I am the foreign representative of a debtor in a foreign proceeding, and that I am authorized to file this petition. (Check only one box.) ☐ I request relief in accordance with chapter 15 of title 11, United States Code. Certified copies of the documents required by 11 U.S.C. §1515 are attached. ☐ Pursuant to 11 U.S.C. §1511, I request relief in accordance with the chapter of title 11 specified in this petition. A certified copy of the order granting recognition of the foreign main proceeding is attached. X _____ Signature of Foreign Representative _____ Printed Name of Foreign Representative _____ Date	
Signature of Attorney* X <u>/s/ Robert R Meredith Jr</u> Signature of Attorney for Debtor(s) <u>Robert R Meredith Jr 6152</u> Printed Name of Attorney for Debtor(s) <u>Meredith Law Firm, LLC</u> Firm Name <u>4000 Faber Place Drive, Suite 120</u> <u>North Charleston, SC 29405</u> _____ Address <u>Email: rm@meredithlawfirm.com</u> <u>(843) 529-9000 Fax: (843) 529-9907</u> Telephone Number <u>April 20, 2011</u> Date *In a case in which § 707(b)(4)(D) applies, this signature also constitutes a certification that the attorney has no knowledge after an inquiry that the information in the schedules is incorrect.	Signature of Non-Attorney Bankruptcy Petition Preparer I declare under penalty of perjury that: (1) I am a bankruptcy petition preparer as defined in 11 U.S.C. § 110; (2) I prepared this document for compensation and have provided the debtor with a copy of this document and the notices and information required under 11 U.S.C. §§ 110(b), 110(h), and 342(b); and, (3) if rules or guidelines have been promulgated pursuant to 11 U.S.C. § 110(i) setting a maximum fee for services chargeable by bankruptcy petition preparers, I have given the debtor notice of the maximum amount before preparing any document for filing for a debtor or accepting any fee from the debtor, as required in that section. Official Form 19 is attached. _____ Printed Name and title, if any, of Bankruptcy Petition Preparer _____ Social Security number (If the bankruptcy petition preparer is not an individual, state the Social Security number of the officer, principal, responsible person or partner of the bankruptcy petition preparer.) (Required by 11 U.S.C. § 110.) _____ Address X _____ Date Signature of Bankruptcy Petition Preparer or officer, principal, responsible person, or partner whose Social Security number is provided above. Names and Social Security numbers of all other individuals who prepared or assisted in preparing this document unless the bankruptcy petition preparer is not an individual: _____ If more than one person prepared this document, attach additional sheets conforming to the appropriate official form for each person. <i>A bankruptcy petition preparer's failure to comply with the provisions of title 11 and the Federal Rules of Bankruptcy Procedure may result in fines or imprisonment or both 11 U.S.C. §110; 18 U.S.C. §156.</i>	
Signature of Debtor (Corporation/Partnership) I declare under penalty of perjury that the information provided in this petition is true and correct, and that I have been authorized to file this petition on behalf of the debtor. The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition. X _____ Signature of Authorized Individual _____ Printed Name of Authorized Individual _____ Title of Authorized Individual _____ Date		

B6B (Official Form 6B) (12/07)

In re Melissa Jean Marks

Case No. _____

Debtor

SCHEDULE B - PERSONAL PROPERTY

Except as directed below, list all personal property of the debtor of whatever kind. If the debtor has no property in one or more of the categories, place an "x" in the appropriate position in the column labeled "None." If additional space is needed in any category, attach a separate sheet properly identified with the case name, case number, and the number of the category. If the debtor is married, state whether husband, wife, both, or the marital community own the property by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the debtor is an individual or a joint petitioner is filed, state the amount of any exemptions claimed only in Schedule C - Property Claimed as Exempt.

Do not list interests in executory contracts and unexpired leases on this schedule. List them in Schedule G - Executory Contracts and Unexpired Leases.

If the property is being held for the debtor by someone else, state that person's name and address under "Description and Location of Property." If the property is being held for a minor child, simply state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
1. Cash on hand		Cash	-	1,000.00
2. Checking, savings or other financial accounts, certificates of deposit, or shares in banks, savings and loan, thrift, building and loan, and homestead associations, or credit unions, brokerage houses, or cooperatives.		Navy Federal Credit Union Checking Acct #7715	-	1,152.08
		Navy Federal Credit Union Savings Acct #7103	-	40.37
		ING Savings Acct #5317	-	31.02
		Wachovia Checking Acct #0753	-	33.39
3. Security deposits with public utilities, telephone companies, landlords, and others.	X			
4. Household goods and furnishings, including audio, video, and computer equipment.		Personal Items Kitchenware Stove Refrigerator Freezer Washing Machine Dryer Living Room Furniture Den Furniture Bedroom Furniture Dining Room Furniture Lawn Furniture Televisions(3) Stereo Radio Musical Instrument Lawn Mower Yard Tools Computer Work Tools	-	3,870.00

Sub-Total > 6,126.86
(Total of this page)

3 continuation sheets attached to the Schedule of Personal Property

B6B (Official Form 6B) (12/97) - Cont.

In re Melissa Jean Marks

Case No. _____

Debtor

SCHEDULE B - PERSONAL PROPERTY
(Continuation Sheet)

Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
5. Books, pictures and other art objects, antiques, stamp, coin, record, tape, compact disc, and other collections or collectibles.		Books	-	150.00
		Household prints	-	50.00
		Knick knack figurines	-	200.00
		Compact Disks	-	200.00
6. Wearing apparel.		Clothing	-	800.00
7. Furs and jewelry.		Rings	-	300.00
		Necklaces		
		Earrings		
8. Firearms and sports, photographic, and other hobby equipment.		Treadmill	-	150.00
		Free weights	-	25.00
		Digital camera	-	50.00
		Glock	-	300.00
		.22 rifle	-	250.00
9. Interests in insurance policies. Name insurance company of each policy and itemize surrender or refund value of each.		Term life insurance (2)	-	2.00
10. Annuities. Itemize and name each issuer.	X			
11. Interests in an education IRA as defined in 26 U.S.C. § 530(b)(1) or under a qualified State tuition plan as defined in 26 U.S.C. § 529(b)(1). Give particulars. (File separately the record(s) of any such interest(s). 11 U.S.C. § 521(e).)	X			
12. Interests in IRA, ERISA, Keogh, or other pension or profit sharing plans. Give particulars.		401(k)	-	4,789.67
13. Stock and interests in incorporated and unincorporated businesses. Itemize.	X			

Sub-Total > 7,266.67
(Total of this page)

Sheet 1 of 3 continuation sheets attached to the Schedule of Personal Property

B6B (Official Form 6B) (12/97) - Cont.

In re Melissa Jean Marks

Case No. _____

Debtor

SCHEDULE B - PERSONAL PROPERTY
(Continuation Sheet)

Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
14. Interests in partnerships or joint ventures. Itemize.	X			
15. Government and corporate bonds and other negotiable and nonnegotiable instruments.	X			
16. Accounts receivable.	X			
17. Alimony, maintenance, support, and property settlements to which the debtor is or may be entitled. Give particulars.	X			
18. Other liquidated debts owed to debtor including tax refunds. Give particulars.		2010 taxes filed and refund received in the amount of \$1,416.00 for federal, and \$500.00 for state. The debtor used the refund to pay attorney's fees and household expenses.	-	0.00
19. Equitable or future interests, life estates, and rights or powers exercisable for the benefit of the debtor other than those listed in Schedule A - Real Property.	X			
20. Contingent and noncontingent interests in estate of a decedent, death benefit plan, life insurance policy, or trust.	X			
21. Other contingent and unliquidated claims of every nature, including tax refunds, counterclaims of the debtor, and rights to setoff claims. Give estimated value of each.	X			
22. Patents, copyrights, and other intellectual property. Give particulars.	X			
23. Licenses, franchises, and other general intangibles. Give particulars.	X			

Sub-Total > 0.00
(Total of this page)

Sheet 2 of 3 continuation sheets attached to the Schedule of Personal Property

B6B (Official Form 6B) (12/07) - Cont.

In re Malissa Jean Marks

Case No. _____

Debtor

SCHEDULE B - PERSONAL PROPERTY
(Continuation Sheet)

Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
24. Customer lists or other compilations containing personally identifiable information (as defined in 11 U.S.C. § 101(41A)) provided to the debtor by individuals in connection with obtaining a product or service from the debtor primarily for personal, family, or household purposes.	X			
25. Automobiles, trucks, trailers, and other vehicles and accessories.		2002 Chevrolet Cavalier VIN 1G1JC524927370438 Mileage 154,945 (No lien)	-	1,725.00
		1994 Mercury Cougar VIN 1MELM6246RH608610 Mileage 200,000 (No lien)	-	625.00
		Open Utility Trailer 4'x3.4'	-	100.00
26. Boats, motors, and accessories.	X			
27. Aircraft and accessories.	X			
28. Office equipment, furnishings, and supplies.		Desk Bookshelf Chair	-	200.00
29. Machinery, fixtures, equipment, and supplies used in business.	X			
30. Inventory.	X			
31. Animals.		Cats (2)	-	50.00
32. Crops - growing or harvested. Give particulars.	X			
33. Farming equipment and implements.	X			
34. Farm supplies, chemicals, and feed.	X			
35. Other personal property of any kind not already listed. Itemize.	X			

Sub-Total > 2,700.00
(Total of this page)
Total > 16,093.53

(Report also on Summary of Schedules)

Sheet 3 of 3 continuation sheets attached to the Schedule of Personal Property

Software Copyright (c) 1986-2011 - CCH INCORPORATED - www.bestcase.com

Best Case Bankruptcy

B6D (Official Form 6D) (12/07)

In re Melissa Jean Marks

Case No. _____

Debtor

SCHEDULE D - CREDITORS HOLDING SECURED CLAIMS

State the name, mailing address, including zip code, and last four digits of any account number of all entities holding claims secured by property of the debtor as of the date of filing of the petition. The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. List creditors holding all types of secured interests such as judgment liens, garnishments, statutory liens, mortgages, deeds of trust, and other security interests.

List creditors in alphabetical order to the extent practicable. If a minor child is a creditor, the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m). If all secured creditors will not fit on this page, use the continuation sheet provided.

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor", include the entity on the appropriate schedule of creditors, and complete Schedule H - Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H", "W", "J", or "C" in the column labeled "Husband, Wife, Joint, or Community".

If the claim is contingent, place an "X" in the column labeled "Contingent". If the claim is unliquidated, place an "X" in the column labeled "Unliquidated". If the claim is disputed, place an "X" in the column labeled "Disputed". (You may need to place an "X" in more than one of these three columns.)

Total the columns labeled "Amount of Claim Without Deducting Value of Collateral" and "Unsecured Portion, if Any" in the boxes labeled "Total(s)" on the last sheet of the completed schedule. Report the total from the column labeled "Amount of Claim" also on the Summary of Schedules and, if the debtor is an individual with primarily consumer debts, report the total from the column labeled "Unsecured Portion" on the Statistical Summary of Certain Liabilities and Related Data.

☐ Check this box if debtor has no creditors holding secured claims to report on this Schedule D.

CREDITOR'S NAME AND MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B T O R	H U S B A N D , W I F E , J O I N T , O R C O M M U N I T Y	DATE CLAIM WAS INCURRED, NATURE OF LIEN, AND DESCRIPTION AND VALUE OF PROPERTY SUBJECT TO LIEN	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM WITHOUT DEDUCTING VALUE OF COLLATERAL	UNSECURED PORTION, IF ANY
Account No. 6959 Nationstar Mortgage LLC 350 Highland Dr Lewisville, TX 75067			10/05/07 Mortgage Detitle Mobile Home and Lot located at 209 Presidential Court Round O, SC 29474 (current) Value \$ 80,000.00				73,017.00	0.00
Account No.								
Account No.								
Account No.								
Subtotal (Total of this page)							73,017.00	0.00
Total (Report on Summary of Schedules)							73,017.00	0.00

0 continuation sheets attached

UNITED STATES BANKRUPTCY COURT
DISTRICT OF SOUTH CAROLINA

IN RE:

Melissa Jean Marks
209 Presidential Court
Round O, SC 29474
SSN xxx-xx-6701

DEBTOR

CASE NO: 11-02619
CHAPTER: 13

NOTICE OF PLAN MODIFICATION BEFORE
CONFIRMATION, AMENDED CHAPTER 13
PLAN, MOTIONS TO VALUE SECURITY,
AVOID JUDICIAL LIEN, AVOID A
NONPURCHASE-MONEY, NONPOSSESSORY
SECURITY INTEREST AND LIEN, AND/OR
TO ASSUME OR REJECT AN EXECUTORY
CONTRACT/UNEXPIRED LEASE

I. NOTICE TO AFFECTED CREDITORS AND PARTIES IN INTEREST: The above-captioned debtor¹ previously proposed a chapter 13 plan and motions; debtor now moves, pursuant to 11 U.S.C. § 1323 and Fed. R. Bankr. P. 2002(a)(5), to modify the proposed plan and motions as detailed below:

The debtor's plan is amended to extend the length of the plan in order to resolve Chapter 13 Trustee's objection. No other specific creditor or other party in interest is directly affected by the change.

This modification to the chapter 13 plan and motions, and the remaining terms of the chapter 13 plan and motions set forth below, may affect your rights. Failure to object may constitute an implied acceptance of and consent to the relief requested.

A. ADDITIONS, MODIFICATIONS, OR DELETIONS: All additions or modifications to the Court's form plan (See exhibits to SC LBR 3015-1 and 3015-2, "SC LBR" refers to the SC Local Bankruptcy Rules, available at www.scb.uscourts.gov) are highlighted by italics. Deletions are noted as "Not Applicable" or by striking through the deleted provisions. If changes are substantial or if an alternative plan is proposed, a cover sheet that summarizes and identifies the changes shall be filed and served herewith.

B. DEADLINE FOR FILING OBJECTIONS, NOTICE OF HEARING ON CONFIRMATION OF CHAPTER 13 PLAN AND MOTIONS: Objections to the motions and any provision of the plan must be made in accordance with SC LBR 9014-1, properly served, and filed with the United States Bankruptcy Court, 1100 Laurel Street, Columbia, SC 29201, within twenty-eight (28) days from the date this document is filed. Timely objections will be heard at the confirmation hearing, notice of which is given separately in the Notice of Meeting of Creditors. If a timely objection is filed after the confirmation hearing, a separate hearing on the objection will be scheduled and notice of such a hearing will be given. If no timely objection is filed, the Court, upon recommendation of the chapter 13 trustee and without further hearing or notice, may enter an order confirming the plan and granting the motions.

II. MOTION TO VALUE SECURITY, AVOID JUDICIAL LIEN, AVOID A NONPURCHASEMONEY, NONPOSSESSORY SECURITY INTEREST AND LIEN, AND/OR TO ASSUME OR REJECT AN EXECUTORY CONTRACT/UNEXPIRED LEASE. The debtor requests that confirmation of this plan alter the rights of the following creditor:

A. Nonpossessory, Nonpurchase-Money Lien: The debtor moves, pursuant to 11 U.S.C. § 522(f), to avoid the following nonpossessory, nonpurchase-money security interest and lien in household goods:

Name of creditor and description of property securing lien	Value of Debtor's interest in property	Total of all other liens	Exemption Claimed	Estimated security interest/debt	Security interest Not avoided (see IV(B)(4) below)	Security interest to be avoided (see IV(E) below)
N/A						

B. Judicial Lien: The debtor moves, pursuant to 11 U.S.C. § 522(f), to avoid the following judicial lien:²

¹ When used herein, the term "debtor" shall apply as applicable either in the singular or in the plural, if there are joint debtors in the case.

² For co-owned property, see In re Ware, 274 B.R. 206 (Bankr. D.S.C. 2001) and Exhibit C to SC LBR 4003-2.



Name of creditor and description of property securing lien	Value of Debtor's interest in property	Total of all other liens	Document Claimed	Estimated judicial lien	Judicial lien Not avoided (see IV(B)(4) below)	Judicial lien avoided (see IV(E) below)
N/A						

C. Valuation of Security: The debtor moves, in accordance with 11 U.S.C. § 506, to establish the value of a lien as follows:

Name of creditor and description of property securing lien	Value of Debtor's interest in property	Holder and amount of superior liens	Estimate of creditor's claim	Value of lien (see IV(B)(4) below)	Unsecured claim after valuation (see IV(E) below)
N/A					

D. Assumption or Rejection of Executory Contract/Unexpired Lease: The debtor moves for the assumption of the following executory contract and/or unexpired lease. The debtor agrees to abide by all terms of the agreement and to cure any pre-petition arrearage or default in the manner below. Any executory contract or unexpired lease not specifically mentioned is rejected.

Name of Creditor and lease or contract to be assumed	Amount of regular payment	Estimated amount of Default (state if none)	Cure Provisions for any default paid by (Debtor or trustee)	Regular payments to be paid by Debtor directly to creditor beginning (month/year)
N/A				

III. THE CHAPTER 13 PLAN: PAYMENT OBLIGATIONS OF THE DEBTOR.

A. Payments from the debtor to the chapter 13 trustee (the "trustee"): The debtor submits to the supervision and control of the trustee all or such portion of future earnings or other future income as is necessary for the execution of the plan. In addition, the debtor will pay to the trustee any portion of a recovery under a pre-petition claim or cause of action that constitutes disposable income or is not exempt.

The debtor shall pay to the trustee the sum of \$170.00 per month for a period of 48 months unless all allowed claims (other than long-term claims) are fully paid pursuant to the plan.

B. Payments from the debtor directly to creditors: The debtor shall pay all post-petition priority obligations, including but not limited to taxes and post-petition domestic support, and pay regular payments on assumed executory contracts or leases, directly to the holder of the claim as the obligations come due, unless otherwise ordered by the Court. The debtor may be required to pay some or a portion of pre-petition debts directly to a creditor in addition to required payments to the trustee, as indicated in paragraph II(D) above and/or in the paragraphs that follow.

IV. PLAN DISTRIBUTIONS TO CREDITORS. To receive a distribution from the trustee, a proof of claim, including adequate supporting documentation, must be filed with the Court. If a claim designated in this plan as secured is filed as an unsecured claim and the plan is confirmed, the claim may be treated as unsecured for purposes of plan distributions by the trustee. If a creditor files a proof of claim alleging that the claim is secured, but does not timely object to the confirmation of the plan and the claim is treated as unsecured in a confirmed plan, the claim may be treated as unsecured for purposes of plan distributions by the trustee. Confirmation of this plan does not bar a party in interest from objecting to a claim. The trustee, after the deduction of the trustee's commission and expenses, or the debtor, as indicated, shall make payments as follows:

A. Attorney for the debtor:

1. The debtor and the debtor's attorney have agreed to an attorney's fee in the amount of \$3,000.00 for the services identified in the Rule 2016(b) disclosure statement filed in this case. The amount of \$486.00 was paid prior to the filing of the case. The remaining fee shall be disbursed by the trustee as follows: Following confirmation of the plan and unless the Court orders otherwise, the trustee shall disburse \$500.00 to the attorney from the initial disbursement.³ Thereafter, the balance of the attorney's compensation as allowed by the Court shall be paid, to the extent then due, with all funds remaining each month after payment of allowed secured claims and pre-petition arrearages on domestic support obligations. In instances where an attorney assumes representation in a pending *pro se* case and a plan is confirmed, a separate order may be entered by the Court, without further notice, which allows for the payment of a portion of the attorney's fees in advance of payments

³ The chapter 13 trustee shall not at any time disburse to the debtor's attorney more than: (a) the unpaid balance of (1) the fee to be paid under the plan pursuant to paragraph 1 herein, or (2) the fee previously applied for and authorized pursuant to paragraph 2 herein, plus (b) any supplemental fee then applied for and authorized under the terms of the applicable Procedures for Approval of Attorney's Fees in Chapter 13 Cases.

2. If, as an alternative to the above treatment, the debtor's attorney has received a retainer and cost advance and agreed to file fee applications for compensation and expenses in this case pursuant to 11 U.S.C. § 330, the retainer and cost advance shall be held in trust until fees and expense reimbursements are approved by the Court. Prior to the filing of this case, the attorney has received \$N/A and for plan confirmation purposes only, the fees and expenses of counsel are estimated at \$N/A or less.

B. Secured Creditor Claims: The plan treats secured claims as follows:

1. General Provisions: The terms of the debtor's pre-petition agreement with a secured creditor shall continue to apply except as modified by this plan, the order confirming the plan, or other order of the Court. Holders of secured claims shall retain liens to the extent provided by 11 U.S.C. § 1325(a)(5)(B)(i). Secured creditors paid the full secured claim provided for by this plan shall timely satisfy any liens in the manner required by applicable law or order of this Court. Any creditor holding a claim secured by property that is removed from the protection of the automatic stay by order, surrender, or through operation of the plan will receive no further distribution from the chapter 13 trustee on account of any secured claim. This also applies to creditors who may claim an interest in, or lien on, property that is removed from the protection of the automatic stay by another lienholder or released to another lienholder, unless the Court orders otherwise. Any funds that would have been paid to any such creditor will be distributed according to the remaining terms of the plan. (The preceding language does not apply if the sole reason for its application arises under 11 U.S.C. § 362(c)(3) or (c)(4)). Any creditor affected by this provision may file an itemized proof of claim for any unsecured deficiency within a reasonable time after the removal of the property from the protection of the automatic stay. Secured creditors that will be paid directly by the debtor may send standard payment and escrow notices, payment coupons, or inquiries about insurance, and such action will not be considered a violation of the automatic stay.

2. Long-term or mortgage debt. No default: The debtor is current on obligations to Nationstar Mortgage, LLC and will continue regular payments directly to that creditor. Description of collateral: Detitle mobile home and lot located at 209 Presidential Court, Round O, SC 29474

3. Long term or mortgage debt. Curing default: 11 U.S.C. 1322(b)(3) and/or (5):

a. Arrearage payments. The trustee shall pay the arrearage as stated in the creditor's allowed claim or as otherwise ordered by the Court to N/A at the rate of \$N/A or more per month, for (describe collateral here), including 0% interest. The creditor shall apply trustee payments solely to those designated arrearages, i.e., those arrearages accruing before the month specified in (b) below. For so long as the debtor complies with this plan, a creditor may not declare a default based on any payment delinquency to be cured by this paragraph and the creditor shall not impose any post-petition fee on account of any arrearage paid by the trustee.

b. Maintenance of regular non-arrearage payments. Beginning N/A the Debtor shall pay directly to the creditor non-arrearage payments arising under the agreement with the secured creditor. The creditor shall apply each payment under this paragraph solely to post-petition obligations that accrue during or after the month specified herein.

4. Secured portion of claims altered by valuation and lien avoidance: The trustee shall pay N/A the sum of \$N/A or more per month, including 5.25% interest until the secured claim of \$N/A established above is paid in full. The remaining portion of the allowed claim will be treated as a general unsecured claim.

5. Other secured debts (allowed claim to be paid in full without valuation or avoidance of lien): The trustee shall pay N/A the sum of \$N/A or more per month, including 5.25% interest until the allowed secured claim is paid in full.

The trustee shall pay N/A the sum of \$N/A or more per month, including 5.25% interest until the allowed secured claim is paid in full.

6. Surrender of property: The debtor will surrender the following property upon confirmation of the plan. The order confirming plan shall terminate the automatic stay as to that property: N/A. Any creditor affected by this provision may file an itemized proof of claim for any unsecured deficiency within a reasonable time after the surrender of the property.

7. Secured tax debt: The trustee shall pay N/A the sum of \$N/A or more per month until the (net balance or value) of creditor's secured claim including N/A% interest has been paid. If the lien is to be valued, the debtor shall file a separate

motion to value the claim and establish priority of the claim. If a tax priority creditor files a claim designated as secured, is not treated as secured in this paragraph, and does not timely object to confirmation of this plan, then the claim may be paid as a priority claim for purposes of distributions from the trustee.

C. Priority Creditors: Priority claims shall be paid as follows:

1. Domestic Support Claims. 11 U.S.C. § 507(a)(1):

a. Pre-petition arrearages. The trustee shall pay the pre-petition domestic support obligation arrearage to N/A, at the rate of \$N/A or more per month until the balance, without interest, is paid in full.

b. The debtor shall pay all post-petition domestic support obligations as defined in 11 U.S.C. § 101(14A) on a timely basis directly to the creditor.

c. Any party entitled to collect child support or alimony under applicable non-bankruptcy law may collect those obligations coming due after this case was filed from the income or assets of the debtor-parent/spouse without further order or relief from the automatic stay. (Any claim for child support or alimony due before this case was filed must be collected in accordance with 11 U.S.C. § 507(a)(1) and 11 U.S.C. § 1322(a)(2).)

2. Other Priority debt. The trustee shall pay all remaining pre-petition 11 U.S.C. § 507 priority claims on a *pro rata* basis.

D. Executory Contracts and Unexpired Leases: Regular payments that arise post-petition under an executory contract or lease that is being assumed shall be paid directly by the debtor according to the terms of the contract or lease. Pre-petition defaults will be cured by payments of the sum of \$N/A or more per month by the trustee or the debtor according to paragraph II(D). Claims arising from the rejection of executory contracts or leases shall be general unsecured claims unless otherwise ordered by the Court.

E. General Unsecured Creditors: General unsecured creditors shall be paid allowed claims *pro rata* by the trustee to the extent that funds are available after payment of all other allowed claims. The debtor does not propose to pay 100% of general unsecured claims.

V. PROPERTY OF THE ESTATE, STATUS AND OBLIGATIONS OF THE DEBTOR AFTER CONFIRMATION: Upon confirmation of the plan, property of the estate will remain property of the estate, but possession of property of the estate shall remain with the debtor. The chapter 13 trustee shall have no responsibility regarding the use or maintenance of property of the estate. The debtor is responsible for protecting the non-exempt value of all property of the estate and for protecting the estate from any liability resulting from operation of a business by the debtor. Nothing herein is intended to waive or affect adversely any rights of the debtor, the trustee, or party with respect to any causes of action owned by the debtor.

Date: 6/8/11

BY: 

Robert R. Meredith, Jr.
Elizabeth R. H. Jenkins
Meredith Law Firm, LLC
Attorneys for Debtors
District Court JD No. 6152
4000 Faber Place Drive, Suite 120
North Charleston, SC 29405
843-529-9000

CERTIFICATE OF SERVICE

The above signing parties certify that the foregoing Notice, Plan and Motions was served on all creditors and parties in interest entitled to such notice on the above stated date. The parties served are individually listed on the accompanying list or mailing matrix.

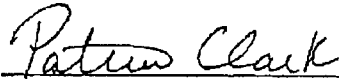
VIA US MAIL

Melissa Jean Marks
209 Presidential Court
Round O, SC 29474

ELECTRONICALLY

James M. Wyman, Esquire
Chapter 13 Trustee
PO Box 997
Mt. Pleasant, SC 29465-0997

Date: 6/8/11



Patricia Clark, Legal Assistant to
Robert R. Meredith, Jr.
Elizabeth R. H. Jenkins
Meredith Law Firm, LLC
Attorneys for Debtor
District Court ID No. 6152
4000 Faber Place Drive, Suite 120
North Charleston, SC 29405
843-529-9000

Form 162aBNC (Revised 01/01/2009)

United States Bankruptcy Court – District of South Carolina
J. Bratton Davis United States
Bankruptcy Courthouse
1100 Laurel Street
Columbia, SC 29201-2423

Case Number: 11-02619-jw

Chapter: 13

In re: (Debtor(s) name(s) used by the debtor(s) in the last 8 years, including married, maiden, trade, and address)

Meijssa Jean Marks
aka Melissa Jean Tanner
209 Presidential Ct
Round O, SC 29474

SSN: xxx-xx-6701

Entered By The Court
6/21/11

ORDER CONFIRMING PLAN AND RESOLVING MOTIONS

Filed By The Court

6/21/11
Tammi M. Hellwig
Clerk of Court
US Bankruptcy Court

It having been determined after notice and hearing that the plan filed by the debtor(s)¹ on 06/08/2011, as modified on N/A, complies with the provisions of Chapter 13 (11 U.S.C. § 1301 et seq.), and with all other applicable provisions of Title 11 of the United States Code and that all fees and charges to be paid before confirmation have been paid;

IT IS ORDERED THAT:

1. The plan is confirmed.
2. The debtor shall not incur indebtedness nor sell, encumber, or otherwise transfer any interest in estate property outside the ordinary course of business without approval of the court.
3. The court hereby values secured claims and voids liens as set forth in the confirmed plan or as established by separate order to the extent permitted by 11 U.S.C. § 506 (a), 506(d), § 1325(a), and applicable law.
4. Pursuant to 11 U.S.C. § 522(f)(1)(A) and/or (B), the court hereby finds that the security interests to be avoided as set forth in the confirmed plan or by separate order impair an exemption to which the debtor would otherwise be entitled under 11 U.S.C. § 522(b) and South Carolina Code § 15-41-30 and are, therefore, avoided.

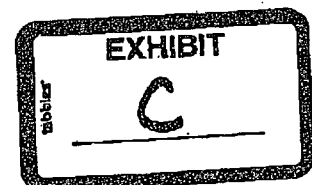
John E. Whites

Chief United States Bankruptcy Judge

Date: June 21, 2011

Document 12 - 3, 9

¹ When used herein, the term "debtor" shall apply as applicable either in the singular or in the plural, if there are joint debtors in the case.



U.S. BANKRUPTCY COURT
District of South Carolina

Case Number: 11-02619-jw

Order Modifying Stay

The relief set forth on the following pages, for a total of 2 pages including this page, is hereby **ORDERED**.

FILED BY THE COURT
05/25/2012



Entered: 05/25/2012


Chief US Bankruptcy Judge
District of South Carolina



UNITED STATES BANKRUPTCY COURT FOR THE
DISTRICT OF SOUTH CAROLINA

IN RE:

Melissa Jean Marks aka Melissa Jean
Tanner,

DEBTOR(S).

CHAPTER 13
CASE NO.: 11-02619-jw

ORDER MODIFYING STAY

This matter comes before the Court upon motion of Nationstar Mortgage ("Movant"), seeking relief from the automatic stay for the limited purpose of being able to intervene in and defend state court litigation filed by Debtor *pro se* against Old South Mortgage Corporation, John Does 1-100, and Fictitious Corporations, 1-100, in Colleton County Court of Common Pleas, 2012-CP-15-262.

It is not disputed by either the Debtor or the Movant that Debtor is current on her post-petition payments to Movant, and in fact, Debtor was current on the loan payments when the bankruptcy was filed. However, Movant would be prejudiced if Debtor were granted the relief she is seeking in the State Court Action unless Movant is allowed to intervene and asserts its rights to the mortgage and underlying obligation in such action.

NOW THEREFORE, upon motion of Movant, it is hereby

ORDERED THAT:

The stay pursuant to 11 U.S.C. §362 is lifted to the extent necessary to allow Movant to appear, intervene and otherwise defend State Court Action 2012-CP-15-262. Movant is otherwise still bound by the automatic stay.

Certificate of Notice Page 3 of 4
United States Bankruptcy Court
District of South Carolina

In re:
Melissa Jean Marks
Debtor

Case No. 11-02619-jw
Chapter 13

CERTIFICATE OF NOTICE

District/off: 0420-2

User: brooks.
Form ID: pdf01

Page 1 of 2
Total Noticed: 1

Date Rcvd: May 25, 2012

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on May 27, 2012.
db +Melissa Jean Marks, 209 Presidential Ct, Round O, SC 29474-4374

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.
NONE. TOTAL: 0

***** BYPASSED RECIPIENTS *****
NONE.

TOTAL: 0

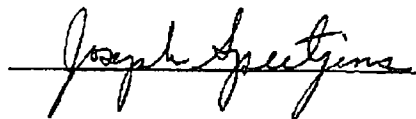
Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP.
USPS regulations require that automation-compatible mail display the correct ZIP.

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 9): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: May 27, 2012

Signature:



Case 11-02619-jw Doc 25 Filed 05/27/12 Entered 05/28/12 00:51:24 Desc Imaged
Certificate of Notice Page 4 of 4

District/cff: 0420-2

User: brooks
Form ID: pdf31

Page 2 of 2
Total Noticed: 1

Date Rcvd: May 25, 2012

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on May 25, 2012 at the address(es) listed below:

B-line LLC on behalf of Creditor CR Evergreen II, LLC bline.chapter13@blinellc.com
Harriet Pollitt Wallace on behalf of Creditor Nationstar Mortgage harriet.wallace@rtt-law.com,
sheri.mcclendon@rtt-law.com; missie.wessinger@rtt-law.com
James M. Wyman nobles@charleston13.com,
wyman@charleston13.com; lamontagne@charleston13.com; renno@charleston13.com; d_nobles@bellecouth.net;
gillespie@charleston13.com; powers@charleston13.com
Joe M. Lozano on behalf of Creditor Nationstar Mortgage notice@bkcyllaw.com
Robert R. Meredith on behalf of Debtor Melissa Marks rm@meredithlawfirm.com,
slengram@meredithlawfirm.com; cjcncins@meredithlawfirm.com
US Trustee's Office USTPRegion04.CO.ECF@usdoj.gov

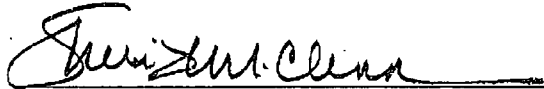
TOTAL: 6

CERTIFICATE OF SERVICE
2012-CP-15-262

I HEREBY CERTIFY that on this 31st day of May, 2012, a copy of Nationstar Mortgage, LLC's Notice of Motion and Motion to Intervene was mailed by first-class mail, postage prepaid, to:

Melissa J. Marks
209 Presidential Court
Round O, SC 29474

John Fulton Knobloch, Esquire
808 Johnnie Dodds Blvd.
Mt. Pleasant, SC 29464



Sheri H. McClendon
Paralegal to Harriet Pollitt Wallace
ROGERS TOWNSEND & THOMAS, PC
220 Executive Center Drive (29210)
Columbia, SC 29202-3200
(803) 771-7900
wood@rtt-law.com

ATTORNEY FOR DEFENDANT NATIONSTAR

STATE OF SOUTH CAROLINA

COUNTY OF COLLETON

MELISSA JEAN MARKS, *Pro Se*,

Plaintiff,

vs.

OLD SOUTH MORTGAGE CORPORATION,

JOHN DOES 1-100, and

FICTITIOUS CORPORATIONS 1-100,

Defendants.

) IN THE COURT OF COMMON PLEAS
) FOURTEENTH JUDICIAL CIRCUIT
) CIVIL ACTION NO.: 2012-CP-15-262

PLAINTIFF'S RESPONSE IN
OPPOSITION TO
NATIONSTAR MORTGAGE, LLC
MOTION TO INTERVENE

PATRICIA C. GRANT
COLLETON COUNTY
COMMON PLEAS
2012 JUN -8 AM 9:12

COMES NOW Plaintiff Melissa Jean Marks to respond and oppose Nationstar Mortgage, LLC's Motion to Intervene, which was submitted to this Court on or about May 31, 2012, for the reasons explained herein and for all other reasons explained or evidenced in Plaintiff's pleadings and letters filed with this Court to date.

Nationstar has requested to be substituted for all the above-named defendants in this proceeding, and Plaintiff contends this request should be denied for the following reasons. If this Court were to grant Nationstar's request to be substituted for all the above-named defendants, it would be impossible for Plaintiff or this Court to fully question or debate with Nationstar regarding the events that took place during the origination of the mortgage, including who actually loaned the money to Plaintiff and why Defendant Old South intentionally misrepresented itself as the lender in the original mortgage and note. Nationstar was not a witness or party to the loan origination, Nationstar has no independent knowledge regarding the loan origination, and Nationstar cannot adequately answer or defend the origination and validity of the original mortgage. Plaintiff's right to a fair hearing would be prejudiced if this Court were to dismiss Defendant Old South from this proceeding and permit Nationstar to be substituted in the place of all the above-named defendants.

Nationstar claims that it should be permitted to Intervene in this proceeding pursuant to S.C. Code § 15-53-80, but Nationstar has produced nothing to Plaintiff, nothing to the bankruptcy court, nothing to the Colleton County Register of Deeds, and nothing to this Court that proves how and when it *lawfully* obtained the original mortgage and note that is subject to this proceeding and that establishes on what basis it is *lawfully* collecting payments from Plaintiff as an exempt, secured creditor under Plaintiff's Chapter 13 bankruptcy plan.

Pursuant to the applicable bankruptcy statutes, the bankruptcy court permitted Plaintiff to exempt her home and the mortgage from her Chapter 13 bankruptcy plan, and the plan provides that she will voluntarily continue making mortgage payments to Nationstar pursuant to the terms of the original mortgage, which at the time was assumed to be valid. Plaintiff assumed at the time that Nationstar was the loan servicer for the original mortgage, and Plaintiff assumes Nationstar is still the loan servicer and not the actual owner. Plaintiff's voluntary bankruptcy plan is not a waiver of any causes of action owned by her, Plaintiff may amend her plan at any time there is a material change in her circumstances, and Nationstar knows or should know this.

Nevertheless, Nationstar apparently believes that the secured mortgage debt was "confirmed" by the bankruptcy court, but since the original mortgage was exempted from the bankruptcy plan administered by the bankruptcy trustee, Nationstar's Form 10 claim form was never scrutinized and verified by Plaintiff's attorneys or the bankruptcy court; therefore, Nationstar's claim as a secured creditor was not actually confirmed per se. The original mortgage was merely *assumed* valid because nothing had occurred prior to the filing and approval of Plaintiff's bankruptcy plans that would cause Plaintiff, her bankruptcy attorneys, the bankruptcy trustee and the bankruptcy court to suspect that the original mortgage was invalid or to investigate to determine the validity of same.

After Nationstar disregarded Plaintiff's complaints to the Federal Trade Commission and the South Carolina Department of Consumer Affairs and still refused to reinstate Plaintiff's monthly billing

statements (payment receipts) and access to her home loan account online, this was the first red flag that something was not right, especially so because Plaintiff's amended plan provides that a secured creditor sending such statements is not a violation of the automatic stay.

This unreasonable and prejudicial action by Nationstar prompted Plaintiff to hire a title researcher to provide her with a report of what was currently on record in the Colleton County Register of Deeds, to personally conduct extensive Internet research, to personally pull and review her Equifax credit report, and to personally request from her bankruptcy attorney and review Nationstar's Form 10 filing in the bankruptcy court in order to personally determine whether Nationstar's claim as a secured creditor under her plan is valid or invalid during the time frame November 2011 to April 2012.

When Plaintiff reviewed her Equifax credit report, which is attached hereto as Exhibit A and incorporated herein by reference, Plaintiff discovered that the report currently identifies her home loan account as a "Fannie Mae account" and has identified it as such since October 2007, which is the same month and year that Plaintiff signed the original mortgage and note that falsely identifies Defendant Old South as the original lender and that Defendant Old South does not even appear in this reporting.

In addition, the MERS website states that Nationstar is the "servicer" and Fannie Mae is the "investor." See Exhibit B attached hereto and incorporated by reference. Plaintiff also discovered the servicer agreement between Fannie Mae and Nationstar that references the loans that Flagstar transferred to Nationstar for servicing in September 2009, which is the same month and year that Flagstar transferred Plaintiff's home loan account to Nationstar for servicing, presumably on behalf of Fannie Mae. See Exhibit C attached hereto and incorporated herein by reference.

As more thoroughly explained and evidenced in Plaintiff's complaint filed in this Court, Plaintiff discovered that Flagstar Bank was a loan servicer for Fannie Mae and that Nationstar is also a loan servicer for Fannie Mae, and there apparently has been no "sale" of the original mortgage to any party, rather, the only change that has occurred since the closing in October 2007 is that Fannie Mae retained

Nationstar to service the loans that Flagstar had serviced for Fannie Mae prior to September 2009, which Plaintiff reasonably assumes includes the original mortgage against her home.

According to Fannie Mae's own admission, Fannie Mae's charter does not permit it to lend directly to borrowers in the primary mortgage market, and as alleged and shown in Plaintiff's complaint, Defendant Old South apparently intentionally misrepresented itself as the original lender in the original mortgage and note that Plaintiff signed at the closing so that Fannie Mae and Fannie Mae's loan servicers could hide behind Defendant Old South's name and state license to do what Fannie Mae was not authorized by its charter to do, which was to lend Plaintiff the money to finance the purchase of her home.

However, during Plaintiff's investigation, Plaintiff discovered that in some cases as to MERS mortgage transactions, a trust pool of mortgage investors was the hidden, undisclosed original lender. The Wire Advice that Plaintiff's closing attorney received on October 5, 2007, states that the "Originator" of the funds is "991555000 Federal Reserve Bank Account," and this reference is too vague to identify the originator of the funds. See Exhibit D attached hereto and incorporated herein by reference.

Although all the evidence Plaintiff gathered and submitted to this Court to date seems to suggest that Fannie Mae was the actual original lender that unlawfully financed the purchase of her home, the actual original lender could have been a trust pool of mortgage investors or some other undisclosed party that is hiding behind Fannie Mae's name and that receives a portion of the mortgage payments from Fannie Mae or from Fannie Mae's loan servicers. Defendants John Does 1-100 and Fictitious Corporations 1-100 represent the unknown and undisclosed mortgage investors that may have loaned the money or may otherwise claim an interest in the mortgage against Plaintiff's home. Therefore, Plaintiff contends Nationstar's request to be substituted for these unknown parties should also be denied because this Court's ruling would also be binding as to the unknown individuals and

entities that may come forward at some point in the future to make a claim against Plaintiff arising from the original mortgage and note that is subject to this proceeding.

Defendant Old South filed an Answer in this proceeding and admitted that neither Defendant Old South nor Flagstar loaned Plaintiff the money to finance the purchase of her home. Defendant Old South did not plead in its Answer that Nationstar should be joined as a necessary party or be substituted for all the above-named defendants in this proceeding. Nationstar's Motion to Intervene and request to be substituted for all the above-named defendants is without merit and has prejudiced Plaintiff's legal right to have her case reviewed and decided without unnecessary delay.

Defendant Old South has already admitted in its Answer that it did not loan Plaintiff money and that it has been dissolved since December 29, 2008, which means there is currently no valid lien against Plaintiff's home. In fact, there never has been a valid lien against Plaintiff's home since the date she purchased the home in October 2007 because Defendant Old South never actually possessed an interest in equity in her home, yet it caused or allowed a lien to be recorded in its name.

The actual original lender was never disclosed to Plaintiff before or after she signed the original mortgage and note, so her signature on those instruments was obtained under false pretenses, which constitutes larceny under state law, and Plaintiff still does not know for certain who loaned her the money to finance the purchase of her home to date. All Plaintiff knows for certain is that an unauthorized party loaned her the money because that party was not disclosed in writing in the original mortgage and note she signed at the closing. The actual original lender was most likely not authorized by federal or state law to lend to Plaintiff in the primary mortgage market and so it apparently hid behind Defendant Old South's name and state license to do so.

Plaintiff found no evidence of a "sale" of the original mortgage and note; Plaintiff found only evidence of a change in Fannie Mae loan servicers from Flagstar to Nationstar in September 2009, and Nationstar is apparently an agent acting on behalf of the actual original lender in order to collect fees for

services rendered on behalf of another party or parties.

No assignments of mortgage have been recorded in the Colleton County Register of Deeds since the original mortgage was recorded October 9, 2007, that falsely identifies Defendant Old South as the lender, as confirmed by Edisto Title Services and Plaintiff's personal research prior to filing this action.

MERS is just an electronic registry for its members, MERS is not a licensed mortgage lender or bona fide agent of its members, MERS did not loan Plaintiff the money to finance the purchase of her home, and the Colleton County Register of Deeds does not recognize MERS as the lien holder against Plaintiff's home because MERS is not identified as the lender in the original mortgage that was recorded therein on October 9, 2007. When Plaintiff asked, the clerk at the Colleton County Register of Deeds stated Old South Mortgage Corp is the lien holder against Plaintiff's home and still is to date.

Defendant Old South, Flagstar and MERS were the only parties to the original mortgage transaction that were disclosed to Plaintiff at the closing, and none of them loaned her the money, which means the original mortgage and note were a complete sham. Plaintiff contends the original mortgage transaction is invalid and non-transferable because none of the disclosed parties loaned her money, the undisclosed party was not authorized in a writing signed by her to lend money to her, and none of the disclosed parties could sell, assign, or transfer an interest in equity in Plaintiff's home to another party that none of them actually possessed in the first place.

In the fairy tale land that the mortgage industry colluded with Fannie Mae to construct through MERS mortgage transactions, perhaps the mortgage industry unreasonably believes that everything that has been done to Plaintiff is lawful and that their actions do not run afoul of ethics, morality, or basic human decency. Plaintiff, being firmly grounded in reality, strongly disagrees, which is why she filed this action seeking justice and relief.

Plaintiff contends that since the actual original lender was not disclosed to Plaintiff in a writing signed by her at the closing on October 5, 2007, and since there is no evidence of an actual "sale" of the

mortgage to any other party, the actual original lender and its agents are now barred by the S.C. Statute of Frauds, S.C. § Code 32-3-10, from filing an action against Plaintiff in the state courts. Since Nationstar is apparently an agent of the actual original lender, Plaintiff contends that Nationstar is statutorily barred from filing an action to intervene in this proceeding in order to assert alleged legal rights on behalf of the actual original lender and itself.

Nationstar's legal rights would not be prejudiced by this Court's ruling in this proceeding because Nationstar could still pursue a cause of action against the actual original lender or other responsible parties in an attempt to recover whatever financial losses it may suffer, if any. It is Plaintiff's legal right to a fair hearing and decision based on the merits of her case without unnecessary delay that would be prejudiced by this Court's continued entertainment of Nationstar's pleadings.

Nationstar was granted the opportunity to file a meritorious Form 10 claim form in Plaintiff's bankruptcy proceeding. Instead, Nationstar did not disclose on the Form 10 that Nationstar is a loan servicer collecting on behalf of another party and did not disclose the name of the other party for whom Nationstar was collecting. Nationstar attached a purported copy of the note to its Form 10 filing that does not have a transfer stamp to Nationstar, and Nationstar attached nothing else to the Form 10 filing that evidenced an actual "sale" or lawful transfer of the original mortgage and note to Nationstar. Prior to that, Flagstar likewise never recorded an assignment of mortgage in the Colleton County Register of Deeds evidencing an actual "sale" or lawful transfer from Defendant Old South to Flagstar.

Nationstar received Plaintiff's home loan account from Flagstar in September 2009 after Defendant Old South had already been dissolved for several months, and Nationstar never recorded an assignment of mortgage and in the Colleton County Register of Deeds, although it could have done so prior to Plaintiff filing for bankruptcy in April 2011. Plaintiff contends this was an unreasonable delay in recording an assignment of mortgage if Nationstar truly believed that it actually lawfully possessed an interest in equity in Plaintiff's home that Nationstar wished to preserve and protect solely on behalf of

itself and no other party.

The bankruptcy court and this Court granted Nationstar the opportunity to file a Motion to Intervene in this proceeding, and Nationstar still did not attach any factual or documentary evidence to Plaintiff or this Court that substantiates its claim that it is a necessary party in interest with a legal right to intervene.

In consideration of all the evidence Plaintiff has gathered and submitted to this Court, Plaintiff contends that Nationstar's own actions constitute waiver and estoppel to Nationstar intervening in this proceeding. If Nationstar were to say now that it is not a Fannie Mae loan servicer and that Plaintiff's home loan account is not a Fannie Mae account, Nationstar will admit that somehow false reports were made to the credit reporting agency Equifax, which is also a criminal or civil offense that would be investigated by Plaintiff. Nationstar would also admit the unreliability of the information published by MERS.

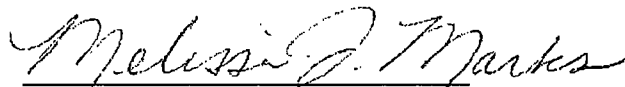
Defendant Old South was the loan originator and is represented by counsel. Defendant Old South has already filed an Answer in this proceeding, and Defendant Old South clearly has legal standing to appear and defend itself and the actual original lender if so minded. Plaintiff contends no one's legal rights would be prejudiced if this Court denies Nationstar's Motion to Intervene in this proceeding because no one has any legal rights or remedies to pursue against Plaintiff if in fact fraudulent, unlawful, and unconscionable acts occurred during and subsequent to the loan origination that render the original mortgage and note invalid and non-transferable. Therefore, Plaintiff respectfully requests that this Court deny all of Nationstar's requests and motions to this Court in this proceeding.

If this Court still believes that Nationstar has the legal right to intervene in this proceeding notwithstanding Plaintiff's opposition and submissions to this Court, Plaintiff respectfully requests in the alternative that as soon as possible this Court issue an order to Nationstar to submit to Plaintiff and this Court the following within ten (10) days of the date of the order:

- a) Identify each and every allegedly inaccurate statement Plaintiff has made herein and/or in her other filings in this Court;
- b) Explain why each statement identified under part a) above is allegedly inaccurate;
- c) Provide credible documentary evidence that proves that any statement Plaintiff has made to this Court is inaccurate; and
- d) Provide the original ink-signed note to this Court for in camera inspection.

In fairness to Plaintiff, this Court should not be persuaded by Nationstar to delay her proceeding, to cause an increase in her expenditure of time and money prosecuting this action, and to prejudice her right to a fair hearing based solely on Nationstar's words alone. In fairness to Plaintiff, Nationstar should first be compelled by this Court's order to submit to Plaintiff and this Court factual and credible documentary evidence in support of its claims. If Nationstar refuses to comply with such order within ten (10) days, again, Plaintiff respectfully requests that Nationstar's Motion to Intervene be denied and that this Court permit Plaintiff's action to proceed to judicial review, hearing and decision based upon the merits and the applicable statutes cited without further unnecessary delay.

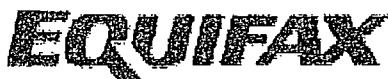
Respectfully submitted,



Melissa Jean Marks, appearing pro se
209 Presidential Court
Round O, SC 29474
(843) 819-4890

Round O, South Carolina
June 8, 2012

EXHIBIT A



Equifax Credit Report™ for Melissa J. Marks

As of: 01/03/2012

Available until: 02/02/2012

Confirmation #: 2503397858

Report Does Not Update

Section Title	Section Description
1. Credit Summary	Summary of account activity
2. Account Information	Detailed account information
3. Inquiries	Companies that have requested or viewed your credit information
4. Negative Information	Bankruptcies, liens, garnishments and other judgments
5. Personal Information	Personal data, addresses, employment history
6. Dispute File Information	How to dispute information found on this credit report
7. Summary of Your Rights Under the FCRA	Summary of Your Rights Under the FCRA
8. Remedying the Effects of Identity Theft	Remedying the Effects of Identity Theft
9. Your Rights Under State Law	Your Rights Under State Law

Credit Summary

Your Equifax Credit Summary highlights the information in your credit file that is most important in determining your credit standing by distilling key credit information into one easy-to-read summary.

Accounts

Lenders usually take a positive view of individuals with a range of credit accounts - car loan, credit cards, mortgage, etc. - that have a record of timely payments. However, a high debt to credit ratio on certain types of revolving (credit card) accounts and installment loans will typically have a negative impact.

Open Accounts	Total Number	Balance	Available	Credit Limit	Debt to Credit Ratio	Monthly Payment Amount	Accounts with a Balance
Mortgage	0	\$0	N/A	N/A	N/A	\$0	0
Installment	0	\$0	N/A	N/A	N/A	\$0	0
Revolving	2	\$0	\$3,300	\$3,300	0 %	\$26	0
Other	0	\$0	N/A	N/A	N/A	\$0	0
Total	2	\$0	\$3,300	\$3,300	0 %	\$26	0

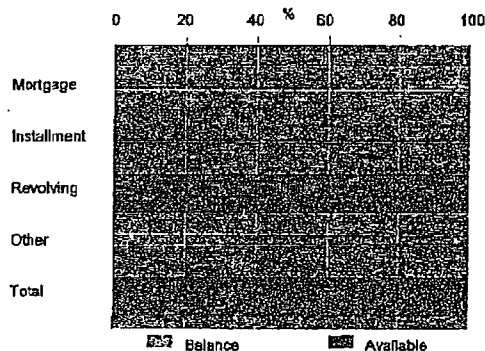
Debt by Account Type

No Data to Display

- Mortgage-0%
- Installment-0%
- Revolving-0%
- Other-0%

NOTE: Total may not equal 100% due to rounding

Debt to Credit Ratio by Account Type



Account Age

Usually, it is a good idea to keep your oldest credit account open, as a high average account age generally demonstrates stability to lenders. Also, especially if you have been managing credit for a short time, opening many new accounts will lower your average account age and may have a negative impact.

Length of Credit History

0

Average Account Age
Oldest Account
Most Recent Account

NaN Year
SC STUDENT LOAN-GUAR (Opened N/A)
CREDIT ONE FINANCIAL (Opened 07/2008)

Inquiries - Requests for your Credit History

Numerous Inquires on your credit file for new credit may cause you to appear risky to lenders, so it is usually better to only seek new credit when you need it. Typically, lenders distinguish between inquiries for a single loan and many new loans in part by the length of time over which the inquiries occur. So, when rate shopping for a loan it's a good idea to do it within a focused period of time.

Inquiries in the Last 2 Years

1

ONLINE CREDIT REPORTING ::2503397858
(04/19/11)

Most Recent Inquiry

Potentially Negative Information

Late payments, collections and public records can have a negative impact on your credit standing. The more severe and recent they are, the more negative the potential impact might be.

Public Records

1

Negative Accounts

8

Collections

0

Mortgage Accounts

Mortgage accounts include first mortgages, home equity loans, and any other loans secured by real estate you own.

Closed Accounts

FLAGSTAR BANK

27450168XXXX

10/2007

\$0

09/2009

PAYS AS
AGREED

5151 Corporate Dr
Troy, MI-480982639
(800) 945-7700

Account Number:	27450168XXXX	Current Status:	PAYS AS AGREED
Account Owner:	Individual Account.	High Credit:	\$ 76,000
Type of Account:	Mortgage	Credit Limit:	
Term Duration:	30 Years	Terms Frequency:	Monthly (due every month)
Date Opened:	10/2007	Balance:	\$ 0
Date Reported:	09/2009	Amount Past Due:	
Date of Last Payment:	09/2009	Actual Payment Amount:	\$ 680
Scheduled Payment Amount:		Date of Last Activity:	09/2009
Date Major Delinquency First Reported:		Months Reviewed:	23
Creditor Classification:		Activity Description:	Transfer/Sold
Charge Off Amount:		Deferred Payment Start Date:	

Balloon Payment Amount:		Balloon Payment Date:	
Date Closed:		Type of Loan:	Conventional RE Mortgage
Date of First Delinquency:	N/A		
Comments:	Fannie Mae account		

81-Month Payment History

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2009												
2008												
2007												

NATIONSTAR MORTGAGE 59656XXXX

10/2007

\$0

08/2011

WAGE
EARNER
PLAN



PO Box 199111
Dallas, TX-752199111
(214) 111-1111

Account Number:	59656XXXX	Current Status:	WAGE EARNER PLAN
Account Owner:	Individual Account.	High Credit:	\$ 76,000
Type of Account :	Mortgage	Credit Limit:	
Term Duration:	30 Years	Terms Frequency:	
Date Opened:	10/2007	Balance:	\$ 0
Date Reported:	08/2011	Amount Past Due:	
Date of Last Payment:	08/2011	Actual Payment Amount:	
Scheduled Payment Amount:		Date of Last Activity:	N/A
Date Major Delinquency First Reported:	04/2011	Months Reviewed:	20
Creditor Classification:		Activity Description:	N/A
Charge Off Amount:		Deferred Payment Start Date:	
Balloon Payment Amount:		Balloon Payment Date:	
Date Closed:		Type of Loan:	Conventional RE Mortgage
Date of First Delinquency:	03/2011		
Comments:	Bankruptcy chapter 13 Fannie Mae account		

EXHIBIT B

HUDS System Identification System - Investor

Select borrower type and enter borrower information to see Investor for HUD 1000515-5015540937-3.

☒ Investor for Individual Borrower

Your entries will be either upper or lower case.
Fields marked * are required.

Last Name: Marks *

SSN: 1234 - 5678 - 9010 *

☐ By checking this box, the borrower or borrower's authorized representative is attesting to the fact that he or she is in fact the borrower or borrower's authorized representative for the loan in question. Additionally, borrowers wishing to learn the identity of their loan's investor must confirm they identify by entering their last name or corporation name as well as their SSN or TIN. If this information does not match the information contained in the HUDS System for the borrower of the loan, the investor information will not be displayed. Borrowers should verify the results with their loan servicer. *

Submit

☐ Investor for Corporation/Non-Person Entity Borrower

Servicer: Nationstar Mortgage LLC Phone: (469) 549-2000
Lewisville, TX

Investor: Fannie Mae

Close Window

Done

Internet Explorer 8.0.6002.1500



www.mers-servicerid.org

Process Loans, Not Paperwork™

1 record matched your search:

MIN: 1000525-5016840927-3 Note Date: 10/05/2007

MIN Status: Active

Servicer: Nationstar Mortgage LLC
Lewisville, TX

Phone: (469) 549-2000

If you are a borrower on this loan, you can [click here](#) to enter additional information and display the Investor name.

[Return to Search](#)

For more information about MERS please go to www.mersinc.org

EXHIBIT C

Event of Bankruptcy: Shall be deemed to have occurred with respect to a Person if either:

(a) a case or other proceeding shall be commenced, without the application or consent of such Person, in any court, seeking the liquidation, reorganization, debt arrangement, dissolution, winding up, or composition or readjustment of debts of such Person, the appointment of a trustee, receiver, custodian, liquidator, assignee, sequestrator or the like for such Person or all or substantially all of its assets, or any similar action with respect to such Person under any law relating to bankruptcy, insolvency, reorganization, winding up or composition or adjustment of debts, and such case or proceeding shall continue undismissed, or unstayed and in effect, for a period of 60 consecutive days; or an order for relief in respect of such Person shall be entered in an involuntary case under the federal bankruptcy laws or other similar laws now or hereafter in effect;

(b) such Person shall commence a voluntary case or other proceeding under any applicable bankruptcy, insolvency, reorganization, debt arrangement, dissolution or other similar law now or hereafter in effect, or shall consent to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or other similar official) for such Person or for any substantial part of its property, or shall make any general assignment for the benefit of creditors, or shall fail to, or admit in writing its inability to, pay its debts generally as they become due; or

(c) the board of directors, trustee or other similar governing body of such Person (if such Person is a corporation, business trust, or similar entity) shall vote to implement any of the actions set forth in clause (b) above.

Event of Default: The meaning set forth in Section 14.

48

Excluded Assets: Means (i) the Fannie Mae Rights transferred to Nationstar on or before September 30, 2009, including the Fannie Mae Rights formerly serviced by Flagstar Capital Markets Corporation; (ii) any servicing rights (other than Fannie Mae Rights) held by Nationstar, including those resulting from new originations; (iii) any other assets, properties, employees, rights, contracts or licenses not primarily related to the Servicing or Subservicing of the Fannie Mae Rights (other than Fannie Mae Rights that are otherwise within this definition of Excluded Assets), including all of Nationstar's originations; and (iv) all other assets, properties, employees, rights, contracts or licenses primarily related to "Excluded Assets" set forth in clauses (i)-(iii) above.

Executive Complaint: Any written complaint received or handled by the Legal Department or office of the President of Nationstar (or such other departments or offices of Nationstar that are designated to fill the roles thereof with respect to complaints in the future) related to Mortgage Loans, or otherwise escalated to senior management of Nationstar for resolution.

Expense Recapture Amount. The product of (i) the Capital Basis and

EXPLANATORY NOTES: THE DOCUMENT WAS SAVED FROM THE SECURITIES EXCHANGE COMMISSION
EDGAR DATABASE ONLINE TO NOTEPAD PROGRAM; COPIED DOCUMENT FROM NOTEPAD INTO
MICROSOFT WORD; IT IS APPROXIMATELY 95 PAGES IN MICROSOFT WORD. REDACTED TO PROVIDE
ONLY PERTINENT LANGUAGE FOR EVIDENTIARY PURPOSES.

exv10w4EX-10.4 14 y04304exv10w4.htm EX-10.4
Exhibit 10.4
CONFIDENTIAL TREATMENT REQUESTED

STRATEGIC RELATIONSHIP AGREEMENT
between
FANNIE MAE
and
NATIONSTAR MORTGAGE LLC
Dated December 16, 2009

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- Exhibit A High Touch Servicing Protocols
- Exhibit B Loan Performance Advisor — Data Fields
- Exhibit C Form of Guaranty
- Exhibit D List of Ancillary Fees
- Exhibit E List of Bank Charges

4

Seller/Servicer #24147

Strategic Relationship Agreement

This Strategic Relationship Agreement is made by and between Fannie Mae, a corporation organized and existing under the laws of the United States ("Fannie Mae"), and Nationstar Mortgage LLC, a limited liability company organized and existing under the laws of the State of Delaware ("Nationstar"), as of the 16th day of December, 2009 (the "Effective Date").

RECITALS

WHEREAS, Fannie Mae and Nationstar have entered into a certain Mortgage Selling and Servicing Contract dated as of August 6, 1997, as supplemented by a certain Nationstar Supplemental Servicing Agreement dated as of November 14, 2008 and a certain Supplemental Servicing Agreement dated as of September 30, 2009, along with certain variances thereto (the "MSSC");

WHEREAS, Fannie Mae and Nationstar have entered into a certain Senior Secured Credit Agreement dated as of October 1, 2009 and a certain Amended and Restated Servicer Advance Early Reimbursement Mechanics Addendum dated as of September 30, 2009;

WHEREAS, Fannie Mae and Nationstar desire to establish a strategic relationship pursuant to which Fannie Mae from time to time may designate Nationstar as a "high touch" servicer or subservicer that is eligible to acquire servicing rights or enter into subservicing agreements with respect to mortgage loans owned by Fannie Mae or by securitization trusts formed by Fannie Mae, in each case pursuant to a transfer facilitated by Fannie Mae;

WHEREAS, Fannie Mae and Nationstar desire to enter into this Agreement for the purpose of setting forth the terms and conditions of this strategic relationship and, where applicable, providing for the amendment or supplement of the MSSC with respect to Fannie Mae Rights (as hereinafter defined) that Nationstar acquires on or after the Effective Date and Fannie Mae Subservicing Appointments (as hereinafter defined) that Nationstar accepts on or after such date; and

WHEREAS, this Agreement shall be effective as of the Effective Date and shall apply to all Fannie Mae Rights that are transferred to and accepted by Nationstar on or after the Effective Date.

NOW THEREFORE, in consideration of the mutual covenants and undertakings set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Fannie Mae and Nationstar hereby agree as follows.

AGREEMENTS

1. Strategic Relationship.

1.1 Recitals. The Recitals are incorporated into this Agreement.

1.2 Servicing Transfers. From time to time, Fannie Mae may (a) work with one or more approved servicers to sell, transfer, convey, and assign Servicing Rights for certain Mortgage Loans to Nationstar; (b) work with one or more approved servicers to appoint Nationstar to provide Subservicing for certain Mortgage Loans for such servicers, or (c) appoint Nationstar to provide Subservicing for certain Mortgage Loans for which Fannie Mae is the Servicer. If a Prior Servicer hires Servicer as a subservicer and retains its ownership of the Servicing Rights, such Prior Servicer will be relieved of its related day-to-day Servicing obligations but will have continued liability for certain of its obligations as further described in the applicable Subservicing Agreement. This Agreement shall apply to all such Servicing or Subservicing (whether the direct Servicer is Fannie Mae or a Prior Servicer), as applicable. Fannie Mae shall consider and consult in good faith with Nationstar about providing financing for subsequent purchases of Fannie Mae Servicing Rights.

1.3 Establishment of Division. Within six (6) months after the Effective Date, Nationstar shall establish a newly created operating division of Nationstar that shall be responsible for conducting the Servicing or Subservicing, as the case may be, of the Mortgage Loans pursuant to this Agreement and the Ancillary Documents (the "Division").

1.3.1 Baseline Servicing Functions. The Division shall immediately hold sufficient properties, assets, employees and rights to perform the Baseline Servicing Functions. All other Servicing Functions shall be performed by Nationstar on behalf of the Division. Nationstar may assess the costs of providing such other Servicing Functions to the Division in an amount equal to Nationstar's direct costs plus a reasonable allocation under an allocation methodology based on changing circumstances, modified from time to time, by Nationstar and reasonably acceptable to Fannie Mae of Nationstar's overhead or general corporate costs.

1.3.2 Separation of Operations. The Division, which shall not be a separate legal entity, shall be operated in a manner that is, to the extent practicable or otherwise required hereunder, internally separate and distinct from the general servicing and subservicing business of Nationstar, it being understood that, unless otherwise provided herein, Nationstar will provide the Corporate Services and Subsidiary Servicing Functions. The Division shall be staffed with Dedicated Employees to perform the functions detailed in Section 1.3.1 and maintain separate financial records so as to enable Nationstar to comply with its obligations under this Agreement.

EX-10.4 14y0-004con10w1.htm EX-10.4

Exhibit 10.4

CONFIDENTIAL TREATMENT REQUESTED

STRATEGIC RELATIONSHIP AGREEMENT

between
FANNIE MAE
and
NATIONSTAR MORTGAGE LLC
Dated December 14, 2009

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1.7 Advisory Committee	10
2. Servicing Subservicer	11
2.1 Subservicing	11

Done

Internet 100%

EX-10.4 14y0-004con10w1.htm EX-10.4

Exhibit 10.4

Strategic Relationship Agreement

This Strategic Relationship Agreement is made by and between Fannie Mae, a corporation organized and existing under the laws of the United States ("Fannie Mae"), and Nationstar Mortgage LLC, a limited liability company organized and existing under the laws of the State of Delaware ("Nationstar"), as of the 14th day of December, 2009 (the "Effective Date").

RECITALS

WHEREAS, Fannie Mae and Nationstar have entered into a certain Mortgage Selling and Servicing Contract dated as of August 5, 1997, as supplemented by a certain Nationstar Supplemental Servicing Agreement dated as of November 14, 2006 and a certain Supplemental Servicing Agreement dated as of September 30, 2009, along with certain variations thereto (the "MISC");

WHEREAS, Fannie Mae and Nationstar have entered into a certain Senior Secured Credit Agreement dated as of October 1, 2009 and a certain Amended and Restated Service Advance Loan Reimbursement Mechanism Addendum dated as of September 30, 2009;

WHEREAS, Fannie Mae and Nationstar desire to establish a strategic relationship pursuant to which Fannie Mae from time to time may designate Nationstar as a "high touch" servicer or subservicer that is eligible to acquire servicing rights or enter into subservicing agreements with respect to mortgage loans owned by Fannie Mae or by securitization trusts formed by Fannie Mae in each case pursuant to a transfer performed by Fannie Mae;

WHEREAS, Fannie Mae and Nationstar desire to enter into this Agreement for the purpose of setting forth the terms and conditions of this strategic relationship and, where applicable, providing for the introduction or supplement of the MISC with respect to Fannie Mae Rights (as hereinafter defined) that Nationstar acquires on or after the Effective Date and Fannie Mae Subservicing Appointments (as hereinafter defined) that Nationstar accepts on or after such date; and

WHEREAS, this Agreement shall be effective as of the Effective Date and shall apply to all Fannie Mae Rights that are transferred to and accepted by Nationstar on or after the Effective Date.

NOW THEREFORE, in consideration of the mutual covenants and undertakings set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Fannie Mae and Nationstar hereby agree as follows:

AGREEMENTS

1. Strategic Relationship

Done

Internet 100%

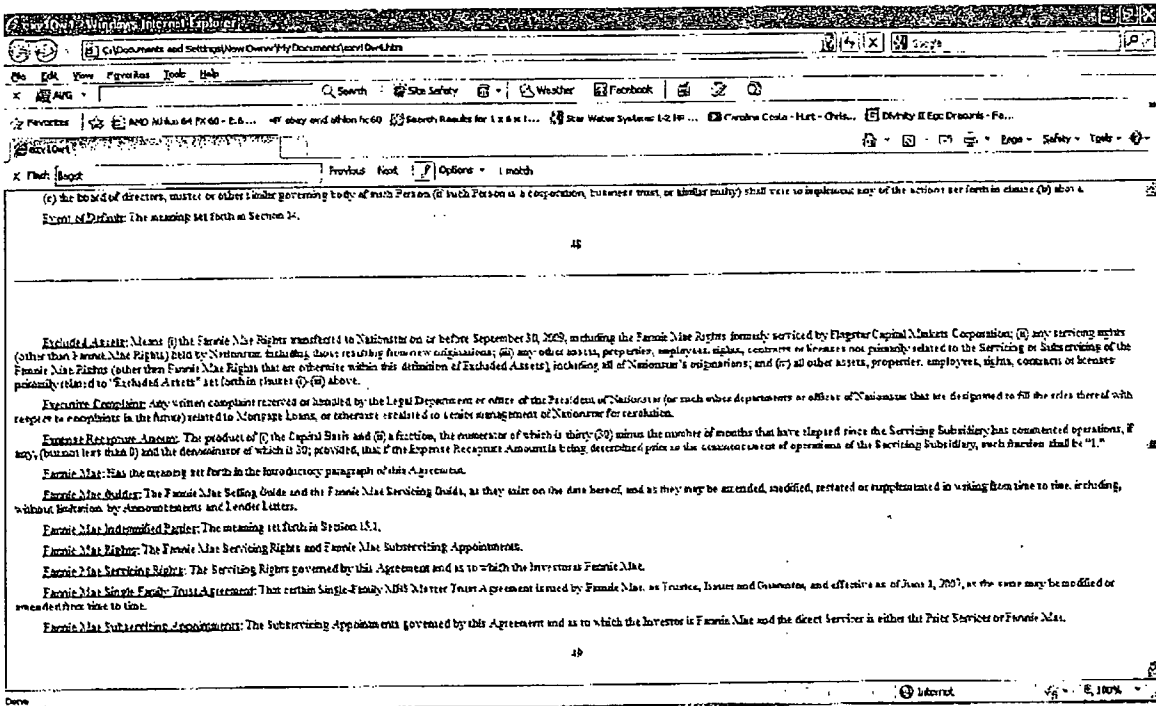


EXHIBIT D

[Help](#)

Notifications - Print

Print | Close

TBB Incoming Wire Advice

TBB Incoming Wire Advice

Date: 10/05/2007

Account: 1005320211

Name: Bank of Walterboro

Notification Of: Incoming Wire

Received On: 10/05/2007 5:25:12 PM

Amount: 76,092.85

Ref: 01791 Sending FI: 272471052 FLAGSTAR BK FSB

Sender:	272471052	FLAGSTAR BK FSB	Amount:	76,092.85
Receiver:	061003415	THE BANKERS BK	Business Function:	CTR
Type Code:		1000		
Originator:		991555000		
		FEDERAL RESERVE BANK ACCOUNT		
		5151 CORPORATE DRIVE		
		TROY MI 48098		
Beneficiary's FI:		NA		
		BANK OF WALTERBORO		
		DORCAS M. TUTEN , REAL ESTATE		
Beneficiary:		1005320211		
		EDISTO TITLE INSURANCE		
Ref for BHF:		1518747		
ORG to BHF Info:		LM501684092		
		BN MARKS , MELISEA		
		010032910		
IMAD:		20071005 L1LWBQOC 000638		
TimeStamp:		1005 1724 FT01		
OMAD:		20071005 FIB7281C 001791 1005 1724 FT01		

STATE OF SOUTH CAROLINA

COUNTY OF COLLETON

MELISSA JEAN MARKS, *Pro Se*,

Plaintiff,

vs.

OLD SOUTH MORTGAGE CORPORATION,
JOHN DOES 1-100, and
FICTITIOUS CORPORATIONS 1-100,

Defendants.

) IN THE COURT OF COMMON PLEAS
) FOURTEENTH JUDICIAL CIRCUIT
) CIVIL ACTION NO.: 2012-CP-15-262

CERTIFICATE OF SERVICE

I certify that, on this date, I served a copy of Plaintiff's Response in Opposition to Nationstar Mortgage, LLC's Motion to Intervene, dated June 8, 2012, by mailing it to him/her, at his/her last known address, by depositing them in the U.S. Mail, in an envelope with sufficient postage affixed, addressed as follows:

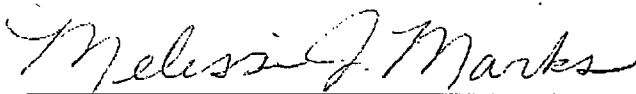
Attorney for the Defendant Old South Mortgage Corporation at:

John F. Knobloch, Esq.
King & Knobloch, P.C.
808 Johnnie Dodds Blvd.
Mt. Pleasant, SC 29464

Attorney for non-party Nationstar Mortgage LLC at:

Harriet Pollitt Wallace, Esq.
Rogers Townsend & Thomas, PC
220 Executive Center Dr.
Columbia, SC 29210

PATRICIA C. GRANT
COLLETON COUNTY
COMMON PLEAS
2012 JUN -8 AM 9:12



Melissa Jean Marks, Plaintiff appearing pro se
209 Presidential Court
Round O, SC 29474
(843) 819-4890

Round O, South Carolina
June 8, 2012

STATE OF SOUTH CAROLINA

COUNTY OF COLLETON

MELISSA JEAN MARKS,

Plaintiff,

vs.

OLD SOUTH MORTGAGE CORPORATION,

JOHN DOES 1-100, AND

FICTITIOUS CORPORATIONS 1-100

Defendants.

) IN THE COURT OF COMMON PLEAS

) FOURTEENTH JUDICIAL CIRCUIT

) CIVIL CASE NO. 2012-CP-15-262

**NATIONSTAR MORTGAGE, LLC'S MEMORANDUM IN OPPOSITION TO
PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT**

Nationstar Mortgage, LLC, a party seeking to intervene in the above matter, submits this Memorandum in Opposition to Plaintiff's Motion for Summary Judgment.

SUMMARY JUDGMENT STANDARD

A motion for summary judgment shall be granted "if the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law." SCRPC, Rule 56. In considering a summary judgment motion, the court must view the facts in the light most favorable to the non-moving party. *Koester v. Carolina Rental Ctr. Inc.* 313 S.C. 490, 493, 443 S.E.2d 392, 294 (1994); *Baughman v. Carolina Rental Ctr., Inc.* 306 S.C. 101, 115, 410 S.E.2d 537, 545 (1991).

UNDISPUTED FACTS

It is undisputed that on October 5, 2007, Plaintiff executed and delivered to Old South Mortgage Corp. a promissory note in the amount of \$76,000.00 dollars (the "Note", which is attached to the Affidavit of Harriet Pollitt Wallace attached hereto as Exhibit "A"), and that she executed a mortgage on property known generally as 209 Presidential Ct., Round O, South Carolina 29474-4374 (the "Mortgage", which is attached hereto as Exhibit "B") to secure the re-payment of the Note (Compl., Apr. 6, 2012, ¶6; Mot. For Summary Judgment, May 14, 2012, ¶ 2.). It is also undisputed that the obligation was

subsequently transferred to Nationstar, which is now the proper secured creditor, and that Plaintiff is current in her payments to Nationstar. (*In re Marks*, 11-02619-jw, Bankruptcy Petition, Doc. 1, pp.16, 30, attached as Exhibit "C" herein; Chapter 13 Plan, Doc. 9, p. 3, attached as Exhibit "D" herein).

LEGAL ANALYSIS

In Plaintiff's Motion, she incorrectly refers to Nationstar as the servicer of the obligation. (Mot. For Summary Judgment, May 14, 2012, ¶ 26.) However, this still qualifies as an admission that the obligation referenced in the Note and secured by the Mortgage is still a valid obligation. As shown in the Affidavit filed herein, Nationstar's counsel, an agent of Nationstar, is currently in possession of the original Note, which is endorsed in blank.¹ S.C. Code Ann. §36-3-308. Because (1) Plaintiff admits to signing the Note and Mortgage in her Complaint and Motion for Summary Judgment, (2) has not alleged or established any valid defense to enforcement of the Note under the South Carolina's Uniform Commercial Code, and (3) Nationstar is in possession of the Note, endorsed in blank, Nationstar is the legal holder of the Note. S.C. Code Ann. §36-3-301; § 36-3-307(2); §36-3-308(a); *see* Affidavit of Harriet Wallace attached hereto as Exhibit "A". Therefore, as long as Nationstar is the holder, it has standing to enforce the obligations under the note and foreclose the mortgage should Marks default on the note.²

South Carolina's Uniform Commercial Code states that negotiable instruments are "unconditional promise[s] or order[s] to pay a fixed amount of money." S.C. Code Ann. §36-3-104(a). The bearer of a negotiable instrument which is endorsed in blank is allowed to freely transfer the note, and possession of the note is the only requirement to enforce the note.³ S.C. Code Ann. §36-3-201(b). After transfer of a negotiable instrument, the holder obtains all of the rights of the transferor, including, and most importantly, the power to enforce the instrument. S.C. Code Ann. §36-3-203(b); §36-3-205(b); *see also*

¹ The original Note is available for inspection at the office of Nationstar's counsel, at a mutually agreeable time, and will also be available at the hearing.

² As previously stated, Nationstar is not seeking to foreclose the mortgage and does not dispute that Marks is current in her loan payments – both pre-petition and post-petition.

³ The Fourth Circuit notes that requiring a purchaser of a negotiable instrument to research the consideration or permit the borrower to object to its payment would greatly impair the negotiability of the note and greatly diminish the value of negotiable instruments. *Horvath v. Bank of New York, N.A.*, 641 F.3d 617, 621 (4th Cir. 2011).

Horvath v. Bank of New York, N.A., 641 F.3d 617, 621 (4th Cir. 2011) (analyzing the Uniform Commercial Code, which is the same version adopted in South Carolina).

There is no requirement in South Carolina that an Assignment of Mortgage be recorded in the Register of Deeds' office. "South Carolina recognizes the 'familiar and uncontroverted proposition' that 'the assignment of a note secured by a mortgage carries with it an assignment of the mortgage.'" *MidFirst Bank, SSB v. C.W. Haynes & Company*, 893 F. Supp. 1304, 1318 (D.S.C. 1994). Therefore, the holder of the note has the right to enforce the mortgage, regardless of whether a mortgage assignment is recorded, or when a mortgage assignment is recorded. *Id.*

The assignment and delivery of the note carries with it the mortgage securing the same. The note is the principal and the mortgage is the incident and follows the note in its delivery from one person to another. When a negotiable note payable to order is *indorsed generally by the payee* the note and its incidents pass in the commercial world by delivery.

Union Nat. Bank of Columbia v. Cook et al., 110 S.C. 99 (S.C. 1918)(emphasis added).

Even if South Carolina's recording statutes required that an assignment of mortgage be recorded every time the note it secures is transferred, the recording statutes do not provide any protection or remedy to Plaintiff. S.C. Code Ann. §30-7-10; *Spence v. Spence*, 368 S.C. 106, 119, 628 S.E.2d 869 (2006)("As between grantor and grantee, a properly drawn deed is valid and dispositive of their respective ownership and rights in the property regardless of whether the deed is publicly recorded."). It is well established that South Carolina's recording statutes only protect subsequent purchasers or creditors who obtain an interest in real property for value and without knowledge of a prior deed or mortgage. *Id.* These statutes are only meant to protect innocent purchasers against double conveyances of land. *MidFirst Bank, SSB* at 1312.⁴ Plaintiff admits she signed the Mortgage in question, which means she cannot be a subsequent purchaser or creditor without knowledge of the terms of the Mortgage, and, therefore, making the protections of South Carolina's recording statute inapplicable to her.

⁴ The recording statute cited by Marks is tellingly entitled "Validity of conveyances, liens, and other transactions as to subsequent purchasers and creditors." S.C. Code Ann. §30-7-10.

Furthermore, the fact that MERS is identified as nominee for the lender and as mortgagee in the Mortgage even though MERS is not the note holder, is irrelevant as a matter of law. *Cerveantes* provides a useful overview of the MERS system and how it works. *Id.* at 16984-86. The Fourth Circuit states that the use of MERS to facilitate loan transactions and tracking the owners of mortgages and notes is useful and common, and there is nothing inherently illegal or improper about lenders using MERS.

Finally, it should be noted that Nationstar does not have any pending foreclosure actions against Plaintiff and admits Plaintiff is current on her loan payments, which also makes her claims not ripe for adjudication by this Court.

Based on the undisputed facts set forth herein, Plaintiff has failed to meet her burden and her Motion for Summary Judgment should be denied.

IN THE ALTERNATIVE

In the alternative, based on the fact that Plaintiff filed this action without providing notice to Nationstar, to whom she has been making her payments and identified as a secured creditor in her bankruptcy, and then subsequently filed this Motion for Summary Judgment after Nationstar conveyed its intent to seek to intervene in this case, but before a hearing had been scheduled on Nationstar's Motion to Intervene, Nationstar respectfully requests that the hearing be postponed until Nationstar is provided with a reasonable opportunity to file a responsive pleading to the Complaint or a motion to dismiss.

CONCLUSION

Plaintiff's Motion for Summary Judgment should be denied because the undisputed facts establish that Nationstar is the proper party to enforce the note, if and when Plaintiff defaults on the loan, and if and when it obtains an appropriate order from the Bankruptcy Court. Therefore, Plaintiff fails to meet her burden of showing that she is entitled to a judgment as a matter of law, and her motion should be denied. In the alternative, Plaintiff's Motion for Summary Judgment should be stayed until Nationstar has had an opportunity to appear in the case and reasonably participate in discovery.

Respectfully Submitted,



Harriet Pollitt Wallace (S.C. Bar # 69454)
ROGERS TOWNSEND & THOMAS, P.C.
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Post Office Box 100200
Columbia, South Carolina 29202-3200
Tel: (803) 771-7900
Fax: (803) 343-7017
harriet.wallace@rtt-law.com
ATTORNEY FOR NATIONSTAR MORTGAGE, LLC

July 16, 2012

EXHIBIT

1

V1 WBCD LOAN # 4092

NOTE

OCTOBER 5, 2007
[Date]Walterboro,
[City]SOUTH CAROLINA
[State]209 PRESIDENTIAL CT, ROUND O, SC 29474-4374
[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$76,000.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is OLD SOUTH MORTGAGE CORP, A SOUTH CAROLINA CORPORATION.

I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 7.000%.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 5(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the 1st day of each month beginning on NOVEMBER 1, 2007. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on OCTOBER 1, 2037, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at:

4 CARRIAGE LN

403

CHARLESTON, SC 29407

or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$505.63.

4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any

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MULTISTATE FIXED RATE NOTE-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3200 7/01
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209 Presidential Ct Round O, SC 29474-4374

sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.000% of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. WAIVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which

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V1 WBCD LOAN # 4092

Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

Melissa Marks (Seal)
MELISSA MARKS

PAY TO THE ORDER OF
FLAGSTAR BANK, FSB
WITHOUT RECOURSE

OLD SOUTH MORTGAGE CORP.

BY: _____

PRINTED NAME _____

ITS: _____

PAY TO THE ORDER OF
Flagstar Bank, FSB
WITHOUT RECOURSE

Old South Mortgage Corp

By: Sandra Yavello
Sandra Yavello
Loan Operations Associate

NOTE ENDORSEMENT
VOID

[Sign Original Only]

MULTISTATE FIXED RATE NOTE-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3200 1/01
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200 Presidential Ct. Road G. SC 2974-074

PAY TO THE ORDER OF
WITHOUT RECOURSE
FLAGSTAR BANK, F22

BY: *John R. Garlick*
JOHN R. GARLICK, SENIOR VICE PRESIDENT

BY: *John P. Garlick*
JOHN P. GARLICK, FIRST VICE PRESIDENT

After Recording Return To:

FLAGSTAR BANK
5151 CORPORATE DRIVE
TROY, MI 48098
FINAL DOCUMENTS, MAIL STOP W-530-3

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200700039539
Filed for Record in
COLLETON COUNTY SC
KARLA DADDIECO
10-09-2007 At 09:14 am.
MORTGAGE 18.00
DR Volume 1567 Page 193 - 204
200700039539
DORCAS R TUTEN
ATTORNEY AT LAW

This instrument was prepared by:

[Space Above This Line For Recording Data]

MORTGAGE

MIN 108052550168409273

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 18.

- (A) "Security Instrument" means this document, which is dated **OCTOBER 5, 2007**, together with all Riders to this document.
- (B) "Borrower" is **Melissa Marks**.

Borrower is the mortgagor under this Security Instrument.

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2028, Flint, Michigan 48501-2026, tel. (888) 879-MERS.

(D) "Lender" is **OLD SOUTH MORTGAGE CORP.**

Lender is a CORPORATION,
SOUTH CAROLINA.
CHARLESTON, SC 29407.

organized and existing under the laws of
Lender's address is **4 CARRIAGE LN, 403,**

(E) "Note" means the promissory note signed by Borrower and dated **OCTOBER 5, 2007**. The Note states that Borrower owes Lender *****SEVENTY SIX THOUSAND AND NO/100 ***** Dollars (U.S. \$76,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **OCTOBER 1, 2037**.

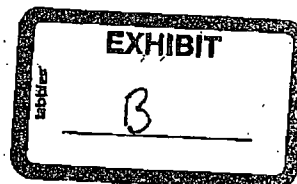
(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower (check box as applicable):

☐ Adjustable Rate Rider	☐ Condominium Rider	☐ Second Home Rider
☐ Balloon Rider	☐ Planned Unit Development Rider	☒ Other(s) [specify]
☐ 1-4 Family Rider	☐ Biweekly Payment Rider	MANUFACTURED HOME RIDER
☐ V.A. Rider		

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

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(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(L) "Escrow Items" means those items that are described in Section 3.

(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS the following described property located in the

[Type of Recording Jurisdiction] of Colleton

[Name of Recording Jurisdiction]:

which currently has the address of 209 PRESIDENTIAL CT, ROUND O,

[Street] [City]

South Carolina 29474-4374 ("Property Address")
[Zip Code]

TO HAVE AND TO HOLD this property unto MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, forever, together with all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received

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by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentally, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender at Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentally, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

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Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. **Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and zone determination services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. **Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

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7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property, if it has reasonable cause. Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender requires Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 effects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage Insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the

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mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1988 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits

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under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. **Loan Charges.** Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. **Notices.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein, unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. **Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. **Borrower's Copy.** Borrower shall be given one copy of the Note and of this Security Instrument.

18. **Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement; the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. **Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to Section 22 of this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentally or electronically; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

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20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information. RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of this evidence, all of which shall be additional sums secured by this Security Instrument.

23. Release. Upon payment of all sums secured by this Security Instrument, this Security Instrument shall become null and void. Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

24. Homestead Waiver. Borrower waives all rights of homestead exemption in the Property to the extent allowed by Applicable Law.

25. Waiver of Appraisal Rights. The laws of South Carolina provide that in any real estate foreclosure proceeding a defendant against whom a personal judgment is taken or asked may within 30 days after the sale of the mortgaged property apply to the court for an order of appraisal. The statutory appraisal value as approved by the court would be substituted for the high bid and may decrease the amount of any deficiency owing in connection with the transaction. TO THE EXTENT PERMITTED BY LAW, THE UNDERSIGNED HEREBY WAIVES AND RELINQUISHES THE STATUTORY

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APPRaisal RIGHTS WHICH MEANS THE HIGH BID AT THE JUDICIAL FORECLOSURE SALE WILL BE APPLIED TO THE DEBT REGARDLESS OF ANY APPRAISED VALUE OF THE MORTGAGED PROPERTY. This waiver shall not apply so long as the Property is used as a dwelling place as defined in § 12-37-250 of the South Carolina Code of Laws.

26. Future Advances. The lien of this Security Instrument shall secure the existing indebtedness under the Note and any future advances made under this Security Instrument up to 150% of the original principal amount of the Note plus interest thereon, attorneys' fees and court costs.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Signed, sealed and delivered in the presence of:

Mary Margaret Wilson

Melissa Marks (Seal)
MELISSA MARKS

Danowski

State of SOUTH CAROLINA
County of COLLETON

The foregoing instrument was acknowledged before me this 10/5/07 (date)
by Melissa Marks

(name of person acknowledged).

Danowski
Signature of Person Taking Acknowledgement

My commission expires: 11/15/2016

Exhibit "A"

All that certain piece, parcel or lot of land situate, lying and being South of Cottageville in the County of Colleton, State of South Carolina, as shown on a plat entitled "AN AS-BUILT SURVEY OF 1.03 ACRES TMS 168-00-00-147 LOT 7 - PRESIDENTIAL ESTATES SURVEYED FOR LEPAUL EDWARDS FLETCHER" prepared by Jerry L. Fowler, R.L.S. 15178, dated July 28, 2003, and recorded in the Office of the Clerk of Court for Colleton County in Plat Book 34 at Page 277. Said lot measuring and bounding as follows:

On the North measuring One Hundred Eighty-Seven and Fifty Hundredths (187.50') feet, more or less, and being bounded thereon by lands now or formerly of Jay P. Campbell, Jr.; on the East measuring Two Hundred Forty (240.00') feet, more or less, and being bounded thereon by lands now or formerly of Paul Walker; on the South measuring One Hundred Eighty-Seven and Fifty Hundredths (187.50') feet, more or less, and being bounded thereon by the Fifty (50') foot Right-of-Way of Presidential Court; and on the West measuring Two Hundred Forty (240.00') feet, more or less, and being bounded thereon by lands now or formerly of Paul Walker.

Subject to easements, restrictions, and rights of way of record.

This being the same property conveyed to Melissa Marks by deed of Paul Walker dated October 5, 2007 and recorded October 9, 2007 in the Office of the Register of Deeds for Colleton in Record Book 1507 at Page 190.



**MANUFACTURED HOME RIDER TO THE MORTGAGE/
DEED OF TRUST/TRUST INDENTURE**

This Rider is made this 5TH day of OCTOBER, 2007, and is incorporated into and shall be deemed to amend and supplement the Mortgage/Deed of Trust/Trust Indenture (the "Security Instrument") of the same date given by the undersigned
MELISSA MARKS

(the "Borrower")
to secure Borrowers' Note to OLD SOUTH MORTGAGE CORP, A SOUTH CAROLINA CORPORATION

(the "Note Holder")
of the same date (the "Note") and covering the property described in the Security Instrument and located at 209 PRESIDENTIAL CT, ROUND O, SC 29474-4374

(Property Address)

LEGAL DESCRIPTION:
TMS #168-00-00-147

MODIFICATIONS: In addition to the covenants and agreements made in the Security Instrument, Borrowers and Note Holder further covenant and agree as follows:

A. PROPERTY:
Property, as the term is defined herein, shall also encompass the Manufactured Home described as follows:

Manufacturer's Name: OAKWOOD
Model Name: OAK/FR
Model Year: 2002 Model Number:
Serial Number(s): H0NCC7715247A&B
Width and Length:

which, by intention of the parties, shall constitute a part of the realty and shall pass with it.

B. ADDITIONAL COVENANTS OF BORROWER:

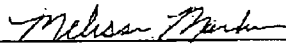
(a) Borrower(s) covenant and agree that they will comply with all state and local laws and regulations regarding the affixation of the Manufactured Home to the real property described herein including, but not limited to, surrendering the Certificate of Title (if required) and obtaining the requisite governmental approval and accompanying documentation necessary to classify the Manufactured Home as real property under state and local law.

Initials: *MM*
L4418RMH 0606
10-04-2007 12:11

Instrument Volume Page
200700039539 OR 1567 204

- (b) That the Manufactured Home described above shall be, at all times, and for all purposes, permanently affected to and part of the real property legally described herein.
- (c) Borrower(s) covenant that affixing the Manufactured Home to the real property legally described herein does not violate any zoning laws or other local requirements applicable to manufactured homes and further covenant that the Manufactured Homes has been delivered and installed to their satisfaction and is free from all defects.

By signing this, Borrower(s) agree to all of the above.

 (Seal)
MELISSA MARKS

BI (Official Form 1141/0)

United States Bankruptcy Court District of South Carolina		Voluntary Petition
Name of Debtor (if individual, enter Last, First, Middle): Marks, Melissa Jean		Name of Joint Debtor (Spouse) (Last, First, Middle):
All Other Names used by the Debtor in the last 8 years (include married, maiden, and trade names): AKA Melissa Jean Tanner		All Other Names used by the Joint Debtor in the last 8 years (include married, maiden, and trade names):
Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN) No./Complete EIN (if more than one, state all) xxx-xx-6701		Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN) No./Complete EIN (if more than one, state all)
Street Address of Debtor (No. and Street, City, and State): 209 Presidential Ct Round O, SC ZIP Code 29474		Street Address of Joint Debtor (No. and Street, City, and State): ZIP Code
County of Residence or of the Principal Place of Business: Colleton		County of Residence or of the Principal Place of Business:
Mailing Address of Debtor (if different from street address): ZIP Code		Mailing Address of Joint Debtor (if different from street address): ZIP Code
Location of Principal Assets of Business Debtor (if different from street address above):		
Type of Debtor (Form of Organization) (Check one box) ☒ Individual (includes Joint Debtors) See Exhibit D on page 2 of this form. ☐ Corporation (includes LLC and LLP) ☐ Partnership ☐ Other (if debtor is not one of the above entities, check this box and state type of entity below.)	Nature of Business (Check one box) ☐ Health Care Business ☐ Single Asset Real Estate as defined in 11 U.S.C. § 101 (51B) ☐ Railroad ☐ Stockbroker ☐ Commodity Broker ☐ Clearing Bank ☐ Other Tax-Exempt Entity (Check box, if applicable) ☐ Debtor is a tax-exempt organization under Title 26 of the United States Code (the Internal Revenue Code).	Chapter of Bankruptcy Code Under Which the Petition is Filed (Check one box) ☐ Chapter 7 ☐ Chapter 9 ☐ Chapter 11 ☐ Chapter 12 ☒ Chapter 13 ☐ Chapter 15 Petition for Recognition of a Foreign Main Proceeding ☐ Chapter 15 Petition for Recognition of a Foreign Nonmain Proceeding Nature of Debts (Check one box) ☒ Debts are primarily consumer debts defined in 11 U.S.C. § 101(8) as "incurred by an individual primarily for a personal, family, or household purpose." ☐ Debts are primarily business debts.
Filing Fee (Check one box) ☒ Full Filing Fee attached ☐ Filing Fee to be paid in installments (applicable to individuals only). Must attach signed application for the court's consideration certifying that the debtor is unable to pay fee except in installments. Rule 1006(b). See Official Form 3A. ☐ Filing Fee waiver requested (applicable to chapter 7 individuals only). Must attach signed application for the court's consideration. See Official Form 33.		Chapter 11 Debtors Check one box: ☐ Debtor is a small business debtor as defined in 11 U.S.C. § 101(51D). ☐ Debtor is not a small business debtor as defined in 11 U.S.C. § 101(51D). Check if: ☐ Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$2,343,300 (annuity subject to adjustment on 4/01/13 and every three years thereafter). Check all applicable boxes: ☐ A plan is being filed with this petition. ☐ Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
Statistical/Administrative Information ☒ Debtor estimates that funds will be available for distribution to unsecured creditors. ☐ Debtor estimates that, after any exempt property is excluded and administrative expenses paid, there will be no funds available for distribution to unsecured creditors.		THIS SPACE IS FOR COURT USE ONLY
Estimated Number of Creditors ☒ 1-49 ☐ 50-99 ☐ 100-199 ☐ 200-999 ☐ 1,000-5,000 ☐ 5,001-10,000 ☐ 10,001-25,000 ☐ 25,001-50,000 ☐ 50,001-100,000 ☐ OVER 100,000		
Estimated Assets ☐ \$0 to \$50,000 ☒ \$50,001 to \$100,000 ☐ \$100,001 to \$500,000 ☐ \$500,001 to \$1 million ☐ \$1,000,001 to \$10 million ☐ \$10,000,001 to \$50 million ☐ \$50,000,001 to \$100 million ☐ \$100,000,001 to \$500 million ☐ \$500,000,001 to \$1 billion ☐ More than \$1 billion		
Estimated Liabilities ☐ \$0 to \$50,000 ☐ \$50,001 to \$100,000 ☒ \$100,001 to \$500,000 ☐ \$500,001 to \$1 million ☐ \$1,000,001 to \$10 million ☐ \$10,000,001 to \$50 million ☐ \$50,000,001 to \$100 million ☐ \$100,000,001 to \$500 million ☐ \$500,000,001 to \$1 billion ☐ More than \$1 billion		

EXHIBIT

tabular

C

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Voluntary Petition (This page must be completed and filed in every case)		Name of Debtor(s): Marks, Melissa Jean	
Signature(s) of Debtor(s) (Individual/Joint) I declare under penalty of perjury that the information provided in this petition is true and correct. [If petitioner is an individual whose debts are primarily consumer debts and has chosen to file under chapter 7] I am aware that I may proceed under chapter 7, 11, 12, or 13 of title 11, United States Code, understand the relief available under each such chapter, and choose to proceed under chapter 7. [If no attorney represents me and no bankruptcy petition preparer signs the petition] I have obtained and read the notice required by 11 U.S.C. §342(b). I request relief in accordance with the chapter of title 11, United States Code, specified in this petition. X <u>/s/ Melissa Jean Marks</u> Signature of Debtor Melissa Jean Marks X _____ Signature of Joint Debtor _____ Telephone Number (If not represented by attorney) <u>April 20, 2011</u> Date		Signatures Signature of a Foreign Representative I declare under penalty of perjury that the information provided in this petition is true and correct, that I am the foreign representative of a debtor in a foreign proceeding, and that I am authorized to file this petition. (Check only one box.) ☐ I request relief in accordance with chapter 15 of title 11, United States Code. Certified copies of the documents required by 11 U.S.C. §1515 are attached. ☐ Pursuant to 11 U.S.C. §1511, I request relief in accordance with the chapter of title 11 specified in this petition. A certified copy of the order granting recognition of the foreign main proceeding is attached. X _____ Signature of Foreign Representative _____ Printed Name of Foreign Representative _____ Date	
Signature of Attorney* X <u>/s/ Robert R Meredith Jr</u> Signature of Attorney for Debtor(s) <u>Robert R Meredith Jr 6152</u> Printed Name of Attorney for Debtor(s) <u>Meredith Law Firm, LLC</u> Firm Name 4000 Faber Place Drive, Suite 120 North Charleston, SC 29405 _____ Address Email: <u>rm@meredithlawfirm.com</u> <u>(843) 529-9000 Fax: (843) 529-9907</u> Telephone Number <u>April 20, 2011</u> Date *In a case in which § 707(b)(4)(D) applies, this signature also constitutes a certification that the attorney has no knowledge after an inquiry that the information in the schedules is incorrect.		Signature of Non-Attorney Bankruptcy Petition Preparer I declare under penalty of perjury that: (1) I am a bankruptcy petition preparer as defined in 11 U.S.C. § 110; (2) I prepared this document for compensation and have provided the debtor with a copy of this document and the notices and information required under 11 U.S.C. §§ 110(b), 110(h), and 342(b); and, (3) if rules or guidelines have been promulgated pursuant to 11 U.S.C. § 110(h) setting a maximum fee for services chargeable by bankruptcy petition preparers, I have given the debtor notice of the maximum amount before preparing any document for filing for a debtor or accepting any fee from the debtor, as required in that section. Official Form 19 is attached. _____ Printed Name and title, if any, of Bankruptcy Petition Preparer _____ Social Security number (If the bankruptcy petition preparer is not an individual, state the Social Security number of the officer, principal, responsible person or partner of the bankruptcy petition preparer.) (Required by 11 U.S.C. § 110.) _____ Address X _____ Date _____ Signature of Bankruptcy Petition Preparer or officer, principal, responsible person, or partner whose Social Security number is provided above. Names and Social Security numbers of all other individuals who prepared or assisted in preparing this document unless the bankruptcy petition preparer is not an individual: _____ If more than one person prepared this document, attach additional sheets conforming to the appropriate official form for each person. <i>A bankruptcy petition preparer's failure to comply with the provisions of title 11 and the Federal Rules of Bankruptcy Procedure may result in fines or imprisonment or both 11 U.S.C. §110; 18 U.S.C. §156.</i>	
Signature of Debtor (Corporation/Partnership) I declare under penalty of perjury that the information provided in this petition is true and correct, and that I have been authorized to file this petition on behalf of the debtor. The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition. X _____ Signature of Authorized Individual _____ Printed Name of Authorized Individual _____ Title of Authorized Individual _____ Date			

D 1D (Official Form 1, Exhibit D) (12/09)

United States Bankruptcy Court
District of South Carolina

In re Melissa Jean Marks

Debtor(s)

Case No.
Chapter

13

EXHIBIT D - INDIVIDUAL DEBTOR'S STATEMENT OF COMPLIANCE WITH
CREDIT COUNSELING REQUIREMENT

Warning: You must be able to check truthfully one of the five statements regarding credit counseling listed below. If you cannot do so, you are not eligible to file a bankruptcy case, and the court can dismiss any case you do file. If that happens, you will lose whatever filing fee you paid, and your creditors will be able to resume collection activities against you. If your case is dismissed and you file another bankruptcy case later, you may be required to pay a second filing fee and you may have to take extra steps to stop creditors' collection activities.

Every individual debtor must file this Exhibit D. If a joint petition is filed, each spouse must complete and file a separate Exhibit D. Check one of the five statements below and attach any documents as directed.

☒ 1. Within the 180 days before the filing of my bankruptcy case, I received a briefing from a credit counseling agency approved by the United States trustee or bankruptcy administrator that outlined the opportunities for available credit counseling and assisted me in performing a related budget analysis, and I have a certificate from the agency describing the services provided to me. *Attach a copy of the certificate and a copy of any debt repayment plan developed through the agency.*

☐ 2. Within the 180 days before the filing of my bankruptcy case, I received a briefing from a credit counseling agency approved by the United States trustee or bankruptcy administrator that outlined the opportunities for available credit counseling and assisted me in performing a related budget analysis, but I do not have a certificate from the agency describing the services provided to me. *You must file a copy of a certificate from the agency describing the services provided to you and a copy of any debt repayment plan developed through the agency no later than 14 days after your bankruptcy case is filed.*

☐ 3. I certify that I requested credit counseling services from an approved agency but was unable to obtain the services during the seven days from the time I made my request, and the following exigent circumstances merit a temporary waiver of the credit counseling requirement so I can file my bankruptcy case now. *[Summarize exigent circumstances here.]* _____

If your certification is satisfactory to the court, you must still obtain the credit counseling briefing within the first 30 days after you file your bankruptcy petition and promptly file a certificate from the agency that provided the counseling, together with a copy of any debt management plan developed through the agency. Failure to fulfill these requirements may result in dismissal of your case. Any extension of the 30-day deadline can be granted only for cause and is limited to a maximum of 15 days. Your case may also be dismissed if the court is not satisfied with your reasons for filing your bankruptcy case without first receiving a credit counseling briefing.

☐ 4. I am not required to receive a credit counseling briefing because of: *[Check the applicable statement.] [Must be accompanied by a motion for determination by the court.]*

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Best Case Bankruptcy

B 1D (Official Form 1, Exhibit D) (12/09) - Cont.

Page 2

☐ Incapacity. (Defined in 11 U.S.C. § 109(h)(4) as impaired by reason of mental illness or mental deficiency so as to be incapable of realizing and making rational decisions with respect to financial responsibilities.);

☐ Disability. (Defined in 11 U.S.C. § 109(h)(4) as physically impaired to the extent of being unable, after reasonable effort, to participate in a credit counseling briefing in person, by telephone, or through the Internet.);

☐ Active military duty in a military combat zone.

☐ 5. The United States trustee or bankruptcy administrator has determined that the credit counseling requirement of 11 U.S.C. § 109(h) does not apply in this district.

I certify under penalty of perjury that the information provided above is true and correct.

Signature of Debtor: /s/ Melissa Jean Marks

Melissa Jean Marks

Date: April 20, 2011

B6 Summary (Official Form 6 - Summary) (12/07)

United States Bankruptcy Court
District of South Carolina

In re Melissa Jean Marks

Debtor

Case No. _____

Chapter 13

SUMMARY OF SCHEDULES

Indicate as to each schedule whether that schedule is attached and state the number of pages in each. Report the totals from Schedules A, B, D, E, F, I, and J in the boxes provided. Add the amounts from Schedules A and B to determine the total amount of the debtor's assets. Add the amounts of all claims from Schedules D, E, and F to determine the total amount of the debtor's liabilities. Individual debtors must also complete the "Statistical Summary of Certain Liabilities and Related Data" if they file a case under chapter 7, 11, or 13.

NAME OF SCHEDULE	ATTACHED (YES/NO)	NO. OF SHEETS	ASSETS	LIABILITIES	OTHER
A - Real Property	Yes	1	80,000.00		
B - Personal Property	Yes	4	16,093.53		
C - Property Claimed as Exempt	Yes	3			
D - Creditors Holding Secured Claims	Yes	1		73,017.00	
E - Creditors Holding Unsecured Priority Claims (Total of Claims on Schedule E)	Yes	2		2,686.00	
F - Creditors Holding Unsecured Nonpriority Claims	Yes	3		38,770.10	
G - Executory Contracts and Unexpired Leases	Yes	1			
H - Codebtors	Yes	1			
I - Current Income of Individual Debtor(s)	Yes	1			2,783.06
J - Current Expenditures of Individual Debtor(s)	Yes	2			2,577.87
Total Number of Sheets of ALL Schedules		19			
Total Assets			96,093.53		
Total Liabilities				114,473.10	

Form 6 - Statistical Summary (12/07)

United States Bankruptcy Court
District of South Carolina

In re Melissa Jean Marks

Debtor

Case No. _____

Chapter 13

STATISTICAL SUMMARY OF CERTAIN LIABILITIES AND RELATED DATA (28 U.S.C. § 159)

If you are an individual debtor whose debts are primarily consumer debts, as defined in § 101(8) of the Bankruptcy Code (11 U.S.C. § 101(8)), filing a case under chapter 7, 11 or 13, you must report all information requested below.

☐ Check this box if you are an individual debtor whose debts are NOT primarily consumer debts. You are not required to report any information here.

This information is for statistical purposes only under 28 U.S.C. § 159.

Summarize the following types of liabilities, as reported in the Schedules, and total them.

Type of Liability	Amount
Domestic Support Obligations (from Schedule E)	0.00
Taxes and Certain Other Debts Owed to Governmental Units (from Schedule E)	2,686.00
Claims for Death or Personal Injury While Debtor Was Intoxicated (from Schedule E) (whether disputed or undisputed)	0.00
Student Loan Obligations (from Schedule F)	0.00
Domestic Support, Separation Agreement, and Divorce Decree Obligations Not Reported on Schedule E	0.00
Obligations to Pension or Profit-Sharing, and Other Similar Obligations (from Schedule F)	0.00
TOTAL	2,686.00

State the following:

Average Income (from Schedule I, Line 16)	2,783.06
Average Expenses (from Schedule J, Line 18)	2,577.87
Current Monthly Income (from Form 22A Line 12; OR, Form 22B Line 11; OR, Form 22C Line 20)	3,977.02

State the following:

1. Total from Schedule D, "UNSECURED PORTION, IF ANY" column	0.00
2. Total from Schedule E, "AMOUNT ENTITLED TO PRIORITY" column	2,686.00
3. Total from Schedule E, "AMOUNT NOT ENTITLED TO PRIORITY, IF ANY" column	0.00
4. Total from Schedule F	38,770.10
5. Total of non-priority unsecured debt (sum of 1, 3, and 4)	38,770.10

B6A (Official Form 6A) (12/07)

In re Melissa Jean Marks

Debtor

Case No. _____

SCHEDULE A - REAL PROPERTY

Except as directed below, list all real property in which the debtor has any legal, equitable, or future interest, including all property owned as a cotenant, community property, or in which the debtor has a life estate. Include any property in which the debtor holds rights and powers exercisable for the debtor's own benefit. If the debtor is married, state whether husband, wife, both, or the marital community own the property by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the debtor holds no interest in real property, write "None" under "Description and Location of Property."

Do not include interests in executory contracts and unexpired leases on this schedule. List them in Schedule G - Executory Contracts and Unexpired Leases.

If an entity claims to have a lien or hold a secured interest in any property, state the amount of the secured claim. See Schedule D. If no entity claims to hold a secured interest in the property, write "None" in the column labeled "Amount of Secured Claim." If the debtor is an individual or if a joint petition is filed, state the amount of any exemption claimed in the property only in Schedule C - Property Claimed as Exempt.

Description and Location of Property	Nature of Debtor's Interest in Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption	Amount of Secured Claim
Detitle Mobile Home and Lot located at 209 Presidential Court Round O, SC 29474	Fee Owner	-	80,000.00	73,017.00

PIn #168-00-00-147.00

(The debtor purchased this home for \$80,000 in 2007. The debtor is informed and believes if she were to sell this property she could receive approximately \$80,000, based on the current housing market.)

Tax Assessment Value \$79,300

Sub-Total > 80,000.00 (Total of this page)

Total > 80,000.00

(Report also on Summary of Schedules)

0 continuation sheets attached to the Schedule of Real Property

B6D (Official Form 6D) (12/07)

In re Melissa Jean Marks

Case No. _____

Debtor

SCHEDULE B - PERSONAL PROPERTY

Except as directed below, list all personal property of the debtor of whatever kind. If the debtor has no property in one or more of the categories, place an "X" in the appropriate position in the column labeled "None." If additional space is needed in any category, attach a separate sheet properly identified with the case name, case number, and the number of the category. If the debtor is married, state whether husband, wife, both, or the marital community own the property by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the debtor is an individual or a joint petition is filed, state the amount of any exemptions claimed only in Schedule C - Property Claimed as Exempt.

Do not list interests in executory contracts and unexpired leases on this schedule. List them in Schedule G - Executory Contracts and Unexpired Leases.

If the property is being held for the debtor by someone else, state that person's name and address under "Description and Location of Property." If the property is being held for a minor child, simply state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. Sec. 11 U.S.C. § 112 and Fed. R. Bankr. P. 1007(m).

Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
1. Cash on hand		Cash	-	1,000.00
2. Checking, savings or other financial accounts, certificates of deposit, or shares in banks, savings and loan, thrift, building and loan, and homestead associations, or credit unions, brokerage houses, or cooperatives.		Navy Federal Credit Union Checking Acct #7715	-	1,152.08
		Navy Federal Credit Union Savings Acct #7103	-	40.37
		ING Savings Acct #5317	-	31.02
		Wachovia Checking Acct #0753	-	33.39
3. Security deposits with public utilities, telephone companies, landlords, and others.	X			
4. Household goods and furnishings, including audio, video, and computer equipment.		Personal Items Kitchenware Stove Refrigerator Freezer Washing Machine Dryer Living Room Furniture Den Furniture Bedroom Furniture Dining Room Furniture Lawn Furniture Televisions(3) Stereo Radio Musical Instrument Lawn Mower Yard Tools Computer Work Tools	-	3,870.00

Sub-Total > 6,126.86
(Total of this page)

3 continuation sheets attached to the Schedule of Personal Property

B6B (Official Form 6B) (12/07) - Cont.

In re Melissa Jean Marks

Debtor

Case No. _____

SCHEDULE B - PERSONAL PROPERTY
(Continuation Sheet)

Type of Property	NONE	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
5. Books, pictures and other art objects, antiques, stamp, coin, record, tape, compact disc, and other collections or collectibles.		Books	-	150.00
		Household prints	-	50.00
		Knick knack figurines	-	200.00
		Compact Disks	-	200.00
6. Wearing apparel.		Clothing	-	800.00
7. Furs and jewelry.		Rings	-	300.00
		Necklaces	-	
		Earrings	-	
8. Firearms and sports, photographic, and other hobby equipment.		Treadmill	-	150.00
		Free weights	-	25.00
		Digital camera	-	50.00
		Glock	-	300.00
		.22 rifle	-	250.00
9. Interests in insurance policies. Name insurance company of each policy and itemize surrender or refund value of each.		Term life insurance (2)	-	2.00
10. Annuities. Itemize and name each issuer.	X			
11. Interests in an education IRA as defined in 26 U.S.C. § 530(b)(1) or under a qualified State tuition plan as defined in 26 U.S.C. § 529(b)(1). Give particulars. (File separately the record(s) of any such interest(s). 11 U.S.C. § 521(c).)	X			
12. Interests in IRA, ERISA, Keogh, or other pension or profit sharing plans. Give particulars.		401(k)		4,789.67
13. Stock and interests in incorporated and unincorporated businesses. Itemize.	X			

Sub-Total > 7,266.67
(Total of this page)

Sheet 1 of 3 continuation sheets attached to the Schedule of Personal Property

B6B (Official Form 6B) (12/07) - Cont.

Name Melissa Jean Marks

Case No. _____

Debtor

SCHEDULE B - PERSONAL PROPERTY
(Continuation Sheet)

Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
14. Interests in partnerships or joint ventures. Itemize.	X			
15. Government and corporate bonds and other negotiable and nonnegotiable instruments.	X			
16. Accounts receivable.	X			
17. Alimony, maintenance, support, and property settlements to which the debtor is or may be entitled. Give particulars.	X			
18. Other liquidated debts owed to debtor including tax refunds. Give particulars.		2010 taxes filed and refund received in the amount of \$1,416.00 for federal, and \$500.00 for state. The debtor used the refund to pay attorney's fees and household expenses.	-	0.00
19. Equitable or future interests, life estates, and rights or powers exercisable for the benefit of the debtor other than those listed in Schedule A - Real Property.	X			
20. Contingent and noncontingent interests in estate of a decedent, death benefit plan, life insurance policy, or trust.	X			
21. Other contingent and unliquidated claims of every nature, including tax refunds, counterclaims of the debtor, and rights to setoff claims. Give estimated value of each.	X			
22. Patents, copyrights, and other intellectual property. Give particulars.	X			
23. Licenses, franchises, and other general intangibles. Give particulars.	X			

Sub-Total > 0.00
(Total of this page)

Sheet 2 of 3 continuation sheets attached to the Schedule of Personal Property

B6B (Official Form 6B) (12/07) - Cont.

In re Melissa Jean Marks

Case No. _____

Debtor

SCHEDULE B - PERSONAL PROPERTY
(Continuation Sheet)

Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
24. Customer lists or other compilations containing personally identifiable information (as defined in 11 U.S.C. § 101(41A)) provided to the debtor by individuals in connection with obtaining a product or service from the debtor primarily for personal, family, or household purposes.	X			
25. Automobiles, trucks, trailers, and other vehicles and accessories.		2002 Chevrolet Cavalier VIN 1G1JC524927370438 Mileage 154,945 (No lien)	-	1,725.00
		1994 Mercury Cougar VIN 1MELM6246RH608610 Mileage 200,000 (No lien)	-	625.00
		Open Utility Trailer 4'x3.4'	-	100.00
26. Boats, motors, and accessories.	X			
27. Aircraft and accessories.	X			
28. Office equipment, furnishings, and supplies.		Desk Bookshelf Chair	-	200.00
29. Machinery, fixtures, equipment, and supplies used in business.	X			
30. Inventory.	X			
31. Animals.		Cats (2)	-	50.00
32. Crops - growing or harvested. Give particulars.	X			
33. Farming equipment and implements.	X			
34. Farm supplies, chemicals, and feed.	X			
35. Other personal property of any kind not already listed. Itemize.	X			

Sub-Total > 2,700.00
(Total of this page)
Total > 16,093.53

(Report also on Summary of Schedules)

Best Case Bankruptcy

Sheet 3 of 3 continuation sheets attached to the Schedule of Personal Property

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B6C (Official Form 60) (4/10)

In re Melissa Jean Marks

Case No. _____

Debtor

SCHEDULE C - PROPERTY CLAIMED AS EXEMPT

Debtor claims the exemptions to which debtor is entitled under:
(Check one box)

- ☐ 11 U.S.C. § 522(b)(2)
☒ 11 U.S.C. § 522(b)(3)

☐ Check if debtor claims a homestead exemption that exceeds \$146,450. (Amount subject to adjustment on 4/1/13, and every three years thereafter with respect to cases commenced on or after the date of adjustment.)

Description of Property	Specify Law Providing Each Exemption	Value of Claimed Exemption	Current Value of Property Without Deducting Exemption
<u>Real Property</u> Deitle Mobile Home and Lot located at 209 Presidential Court Round O, SC 29474	S.C. Code Ann. § 15-41-30(A)(1)	45,000.00	80,000.00
Pin #168-00-00-147.00 (The debtor purchased this home for \$80,000 in 2007. The debtor is informed and believes if she were to sell this property she could receive approximately \$80,000, based on the current housing market.) Tax Assessment Value \$79,300			
<u>Cash on Hand</u> Cash	S.C. Code Ann. § 15-41-30(A)(7) Unused portion of homestead exemption	1,000.00	1,000.00
<u>Checking, Savings, or Other Financial Accounts, Certificates of Deposit</u> Navy Federal Credit Union Checking Acct #7715	S.C. Code Ann. § 15-41-30(A)(7) Unused portion of homestead exemption	1,152.08	1,152.08
Navy Federal Credit Union Savings Acct #7103	S.C. Code Ann. § 15-41-30(A)(7) Unused portion of homestead exemption	40.37	40.37
ING Savings Acct #5317	S.C. Code Ann. § 15-41-30(A)(7) Unused portion of homestead exemption	31.02	31.02
Wachovia Checking Acct #0763	S.C. Code Ann. § 15-41-30(A)(7) Unused portion of homestead exemption	33.39	33.39

2 continuation sheets attached to Schedule of Property Claimed as Exempt

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Best Case Bankruptcy

B6C (Official Form 6C) (4/10) - Cont.

In re Melissa Jean Marks

Case No. _____

Debtor: _____

SCHEDULE C - PROPERTY CLAIMED AS EXEMPT
(Continuation Sheet)

Description of Property	Specify Law Providing Each Exemption	Value of Claimed Exemption	Current Value of Property Without Deducting Exemption
<u>Household Goods and Furnishings</u>			
Personal Items	S.C. Code Ann. § 15-41-30(A)(3)	3,870.00	3,870.00
Kitchenware			
Stove			
Refrigerator			
Freezer			
Washing Machine			
Dryer			
Living Room Furniture			
Den Furniture			
Bedroom Furniture			
Dining Room Furniture			
Lawn Furniture			
Televisions(3)			
Stereo			
Radio			
Musical Instrument			
Lawn Mower			
Yard Tools			
Computer			
Work Tools			
<u>Books, Pictures and Other Art Objects; Collectibles</u>			
Books	S.C. Code Ann. § 15-41-30(A)(3)	150.00	150.00
Household prints	S.C. Code Ann. § 15-41-30(A)(3)	50.00	50.00
Knick knock figurines	S.C. Code Ann. § 15-41-30(A)(3)	200.00	200.00
Compact Disks	S.C. Code Ann. § 15-41-30(A)(7) Unused portion of homestead exemption	200.00	200.00
<u>Wearing Apparel</u>			
Clothing	S.C. Code Ann. § 15-41-30(A)(7) Unused portion of jewelry exemption S.C. Code Ann. § 15-41-30(A)(7) Unused portion of homestead exemption	750.00 50.00	800.00
<u>Furs and Jewelry</u>			
Rings	S.C. Code Ann. § 15-41-30(A)(4)	300.00	300.00
Necklaces			
Earrings			
<u>Firearms and Sports, Photographic and Other Hobby Equipment</u>			
Treadmill	S.C. Code Ann. § 15-41-30(A)(7) Unused portion of homestead exemption	150.00	150.00
Free weights	S.C. Code Ann. § 15-41-30(A)(7) Unused portion of homestead exemption	25.00	25.00

B6C (Official Form 6C) (4/10) - Cont.

In re Melissa Jean Marks

Case No. _____

Debtor

SCHEDULE C - PROPERTY CLAIMED AS EXEMPT
(Continuation Sheet)

Description of Property	Specify Law Providing Each Exemption	Value of Claimed Exemption	Current Value of Property Without Deducting Exemption
Digital camera	S.C. Code Ann. § 15-41-30(A)(7) Unused portion of homestead exemption	50.00	60.00
Glock	S.C. Code Ann. § 15-41-30(A)(7) Unused portion of homestead exemption	300.00	300.00
.22 rifle	S.C. Code Ann. § 15-41-30(A)(7) Unused portion of homestead exemption	250.00	250.00
<u>Interests in Insurance Policies</u> Term life insurance (2)	S.C. Code Ann. § 15-41-30(A)(8)	2.00	2.00
<u>Interests in IRA, ERISA, Keogh, or Other Pension or Profit Sharing Plans</u> 401(k)	S.C. Code Ann. § 9-1-1680	4,789.67	4,789.67
<u>Automobiles, Trucks, Trailers, and Other Vehicles</u> 2002 Chevrolet Cavalier VIN 1G1JC524927370438 Mileage 154,945 (No lien)	S.C. Code Ann. § 15-41-30(A)(2)	5,350.00	1,725.00
1994 Mercury Cougar VIN 1MELM6246RH608610 Mileage 200,000 (No lien)	S.C. Code Ann. § 15-41-30(A)(7) Unused portion of homestead exemption	950.00	625.00
Open Utility Trailer 4'x3.4'	S.C. Code Ann. § 15-41-30(A)(7) Unused portion of homestead exemption	100.00	100.00
<u>Office Equipment, Furnishings and Supplies</u> Desk Bookshelf Chair	S.C. Code Ann. § 15-41-30(A)(7) Unused portion of homestead exemption	200.00	200.00
<u>Animals</u> Cats (2)	S.C. Code Ann. § 15-41-30(A)(7) Unused portion of homestead exemption	50.00	50.00
Total		65,043.53	96,093.53

Sheet 2 of 2 continuation sheets attached to the Schedule of Property Claimed as Exempt

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Best Case Bankruptcy

B6D (Official Form 6D) (12/07)

In re Melissa Jean Marks

Case No. _____

Debtor

SCHEDULE D - CREDITORS HOLDING SECURED CLAIMS

State the name, mailing address, including zip code, and last four digits of any account number of all entities holding claims secured by property of the debtor as of the date of filing of the petition. The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. List creditors holding all types of secured interests such as judgment liens, garnishments, statutory liens, mortgages, deeds of trust and other security interests.

List creditors in alphabetical order to the extent practicable. If a minor child is a creditor, the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m). If all secured creditors will not fit on this page, use the continuation sheet provided.

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor", include the entity on the appropriate schedule of creditors, and complete Schedule H - Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H", "W", "J", or "C" in the column labeled "Husband, Wife, Joint, or Community". If the claim is contingent, place an "X" in the column labeled "Contingent". If the claim is unliquidated, place an "X" in the column labeled "Unliquidated". If the claim is disputed, place an "X" in the column labeled "Disputed". (You may need to place an "X" in more than one of these three columns.)

Total the columns labeled "Amount of Claim Without Deducting Value of Collateral" and "Unsecured Portion, if Any" in the boxes labeled "Total(s)" on the last sheet of the completed schedule. Report the total from the column labeled "Amount of Claim" also on the Summary of Schedules and, if the debtor is an individual with primarily consumer debts, report the total from the column labeled "Unsecured Portion" on the Statistical Summary of Certain Liabilities and Related Data.

☐ Check this box if debtor has no creditors holding secured claims to report on this Schedule D.

CREDITOR'S NAME AND MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B T O R	H U S B A N D W I F E J O I N T C O M M U N I T Y	D A T E C L A I M W A S I N C U R E D, N A T U R E O F L I E N, A N D D E S C R I P T I O N A N D V A L U E O F P R O P E R T Y S U B J E C T T O L I E N	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	A M O U N T O F C L A I M W I T H O U T D E D U C T I N G V A L U E O F C O L L A T E R A L	U N S E C U R E D P O R T I O N ; I F A N Y
Account No. 6959 Nationstar Mortgage LLC 350 Highland Dr Lewisville, TX 75067			10/05/07 Mortgage Debtie Mobile Home and Lot located at 209 Presidential Court Round O, SC 29474 (current) Value \$ 80,000.00				73,017.00	0.00
Account No. 			 Value \$					
Account No. 			 Value \$					
Account No. 			 Value \$					
Subtotal (Total of this page)							73,017.00	0.00
Total (Report on Summary of Schedules)							73,017.00	0.00

0 continuation sheets attached

B6E (Official Form 6E) (4/10)

In re Melissa Jean Marks

Case No. _____

Debtor

SCHEDULE E - CREDITORS HOLDING UNSECURED PRIORITY CLAIMS

A complete list of claims entitled to priority, listed separately by type of priority, is to be set forth on the sheets provided. Only holders of unsecured claims entitled to priority should be listed in this schedule. In the boxes provided on the attached sheets, state the name, mailing address, including zip code, and last four digits of the account number, if any, of all entities holding priority claims against the debtor or the property of the debtor, as of the date of the filing of the petition. Use a separate continuation sheet for each type of priority and label each with the type of priority.

The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. If a minor child is a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by Joan Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. § 112 and Fed. R. Bankr. P. 1007(m).

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor." Include the entity on the appropriate schedule of creditors, and complete Schedule H-Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the claim is contingent, place an "X" in the column labeled "Contingent." If the claim is unliquidated, place an "X" in the column labeled "Unliquidated." If the claim is disputed, place an "X" in the column labeled "Disputed." (You may need to place an "X" in more than one of these three columns.)

Report the total of claims listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all claims listed on this Schedule E in the box labeled "Total" on the last sheet of the completed schedule. Report this total also on the Summary of Schedules.

Report the total of amounts entitled to priority listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all amounts entitled to priority listed on this Schedule E in the box labeled "Totals" on the last sheet of the completed schedule. Individual debtors with primarily consumer debts report this total also on the Statistical Summary of Certain Liabilities and Related Data.

Report the total of amounts not entitled to priority listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all amounts not entitled to priority listed on this Schedule E in the box labeled "Totals" on the last sheet of the completed schedule. Individual debtors with primarily consumer debts report this total also on the Statistical Summary of Certain Liabilities and Related Data.

☐ Check this box if debtor has no creditors holding unsecured priority claims to report on this Schedule E.

TYPES OF PRIORITY CLAIMS (Check the appropriate box(es) below if claims in that category are listed on the attached sheets)

☐ Domestic support obligations

Claims for domestic support that are owed to or recoverable by a spouse, former spouse, or child of the debtor, or the parent, legal guardian, or responsible relative of such a child, or a governmental unit to whom such a domestic support claim has been assigned to the extent provided in 11 U.S.C. § 507(a)(1).

☐ Extensions of credit in an involuntary case

Claims arising in the ordinary course of the debtor's business or financial affairs after the commencement of the case but before the earlier of the appointment of a trustee or the order for relief. 11 U.S.C. § 507(a)(3).

☐ Wages, salaries, and commissions

Wages, salaries, and commissions, including vacation, severance, and sick leave pay owing to employees and commissions owing to qualifying independent sales representatives up to \$11,725* per person earned within 180 days immediately preceding the filing of the original petition, or the cessation of business, whichever occurred first, to the extent provided in 11 U.S.C. § 507(a)(4).

☐ Contributions to employee benefit plans

Money owed to employee benefit plans for services rendered within 180 days immediately preceding the filing of the original petition, or the cessation of business, whichever occurred first, to the extent provided in 11 U.S.C. § 507(a)(5).

☐ Certain farmers and fishermen

Claims of certain farmers and fishermen, up to \$5,775* per farmer or fisherman, against the debtor, as provided in 11 U.S.C. § 507(a)(6).

☐ Deposits by individuals

Claims of individuals up to \$2,600* for deposits for the purchase, lease, or rental of property or services for personal, family, or household use, that were not delivered or provided. 11 U.S.C. § 507(a)(7).

☒ Taxes and certain other debts owed to governmental units

Taxes, customs duties, and penalties owing to federal, state, and local governmental units as set forth in 11 U.S.C. § 507(a)(8).

☐ Commitments to maintain the capital of an insured depository institution

Claims based on commitments to the FDIC, RTC, Director of the Office of Thrift Supervision, Comptroller of the Currency, or Board of Governors of the Federal Reserve System, or their predecessors or successors, to maintain the capital of an insured depository institution. 11 U.S.C. § 507(a)(9).

☐ Claims for death or personal injury while debtor was intoxicated

Claims for death or personal injury resulting from the operation of a motor vehicle or vessel while the debtor was intoxicated from using alcohol, a drug, or another substance. 11 U.S.C. § 507(a)(10).

* Amount subject to adjustment on 10/1/13, and every three years thereafter with respect to cases commenced on or after the date of adjustment.

1 continuation sheets attached

B6E (Official Form 6E) (4/10) - Cont.

In re Melissa Jean Marks

Debtor

Case No. _____

SCHEDULE E - CREDITORS HOLDING UNSECURED PRIORITY CLAIMS
(Continuation Sheet)

Taxes and Certain Other Debts
Owed to Governmental Units

TYPE OF PRIORITY

CREDITOR'S NAME, AND MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions.)	C O U N T Y	H U S B A N D / W I F E / J O I N T / C O M M U N I T Y	D A T E C L A I M W A S I N C U R R E D / A N D C O N S I D E R A T I O N F O R C L A I M	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	A M O U N T O F C L A I M	AMOUNT NOT ENTITLED TO PRIORITY, IF ANY
								AMOUNT ENTITLED TO PRIORITY
Account No.								
Meredith Law Firm, LLC 4000 Faber Place Drive Suite 120 North Charleston, SC 29405							2,686.00	0.00
								2,686.00
Account No.								
Account No.								
Account No.								
Account No.								
Subtotal							2,686.00	0.00
(Total of this page)							2,686.00	2,686.00
Total							2,686.00	0.00
(Report on Summary of Schedules)							2,686.00	2,686.00

Sheet 1 of 1 continuation sheets attached to
Schedule of Creditors Holding Unsecured Priority Claims

(Report on Summary of Schedules)

B6F (Official Form 6F) (12/07)

In re Melissa Jean Marks

Case No. _____

Debtor

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS

State the name, mailing address, including zip code, and last four digits of any account number, of all entities holding unsecured claims without priority against the debtor or the property of the debtor, as of the date of filing of the petition. The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. If a minor child is a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m). Do not include claims listed in Schedules D and E. If all creditors will not fit on this page, use the continuation sheet provided.

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor," include the entity on the appropriate schedule of creditors, and complete Schedule H - Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community."

If the claim is contingent, place an "X" in the column labeled "Contingent." If the claim is unliquidated, place an "X" in the column labeled "Unliquidated." If the claim is disputed, place an "X" in the column labeled "Disputed." (You may need to place an "X" in more than one of these three columns.)

Report the total of all claims listed on this schedule in the box labeled "Total" on the last sheet of the completed schedule. Report this total also on the Summary of Schedules and, if the debtor is an individual with primarily consumer debts, report this total also on the Statistical Summary of Certain Liabilities and Related Data.

☐ Check this box if debtor has no creditors holding unsecured claims to report on this Schedule F.

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B T O R	H U S B A N D, W I F E, J O I N T, O R C O M M U N I T Y	D A T E C L A I M W A S I N C U R R E D A N D C O N S I D E R A T I O N F O R C L A I M. I F C L A I M I S S U B J E C T T O S E T O F F, S O S T A T E.	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	A M O U N T O F C L A I M
Account No. 8054 Bank Of America Po Box 17054 Wilmington, DE 19850			8/20/07				21,862.00
Account No. 6210 Citi Po Box 6241 Sioux Falls, SD 57117			10/31/05				6,443.83
Account No. Colleton County Treasurer PO Box 8 Walterboro, SC 29488			Notice Only				0.00
Account No. 4011 GE Money Bank/Sam's Club PO Box 981064 El Paso, TX 79998	X	J					3,077.23
Subtotal (Total of this page)							31,183.06

2 continuation sheets attached

B6F (Official Form 6F) (12/07) - Cont.

In re Melissa Jean Marks

Case No. _____

Debtor

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS
(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E D E B T O R	H W J C	Husband, Wife, Joint, or Community	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
Account No.				Notice Only				
Internal Revenue Service 1835 Assembly St. MDP 03 Columbia, SC 29201								0.00
Account No. 0049				11/16/10				
Medical Data Systems Inc 128 W Center Ave Fl 2 Sebring, FL 33870								761.00
Account No. 1391								
Roper Hospital PO Box 62889 North Charleston, SC 29419								112.80
Account No.				Notice Only				
SC Department of Revenue PO Box 12265 Columbia, SC 29211								0.00
Account No. 5699				2/02/06 The debtor understands these student loan debts are not subject to discharge.				
Sc Student Loan Corp Po Box 21487 Columbia, SC 29221								3,781.65
Subtotal (Total of this page)								4,655.45

Sheet no. 1 of 2 sheets attached to Schedule of
Creditors Holding Unsecured Nonpriority Claims

B6F (Official Form 6F) (12/07) - Cont.

In re Melissa Jean Marks

Case No. _____

Debtor

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS
(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E D E B T O R	H U S B A N D W I F E J O I N T O R	H U S B A N D W I F E J O I N T O R	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.	C O N T I N G E N T	U N L I Q U I T E D	D I S P U T E D	AMOUNT OF CLAIM
Account No. 5799 Sc Student Loan Corp Po Box 21487 Columbia, SC 29221				2/02/05 The debtor understands these student loan debts are not subject to discharge. Educational				1,363.77
Account No. Security Collection Agency 617 Soundside Road Edenton, NC 27932								224.80
Account No. 7495 Shell/Citi Po Box 6497 Sioux Falls, SD 57117				8/24/00				466.91
Account No. 8129 Thd/CBSD PO Box 6497 Sioux Falls, SD 57117				1/26/2002				693.61
Account No. 7572 Winnb/Metro Style 220 W Schrock Rd Westerville, OH 43081				5/28/97				182.50

Sheet no. 2 of 2 sheets attached to Schedule of
Creditors Holding Unsecured Nonpriority Claims

Subtotal
(Total of this page) **2,931.59**

Total
(Report on Summary of Schedules) **38,770.10**

B6G (Official Form 6G) (12/87)

In re Melissa Jean Marks

Debtor

Case No. _____

SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES

Describe all executory contracts of any nature and all unexpired leases of real or personal property. Include any timeshare interests. State nature of debtor's interest in contract, i.e., "Purchaser", "Agent", etc. State whether debtor is the lessor or lessee of a lease. Provide the names and complete mailing addresses of all other parties to each lease or contract described. If a minor child is a party to one of the leases or contracts, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

☒ Check this box if debtor has no executory contracts or unexpired leases.

Name and Mailing Address, Including Zip Code,
of Other Parties to Lease or Contract

Description of Contract or Lease and Nature of Debtor's Interest.
State whether lease is for nonresidential real property.
State contract number of any government contract.

0

continuation sheets attached to Schedule of Executory Contracts and Unexpired Leases

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Best Case Bankruptcy

B6H (Official Form 6H) (12/07)

In re Melissa Jean Marks

Debtor

Case No. _____

SCHEDULE H - CODEBTORS

Provide the information requested concerning any person or entity, other than a spouse in a joint case, that is also liable on any debts listed by debtor in the schedules of creditors. Include all guarantors and co-signers. If the debtor resides or resided in a community property state, commonwealth, or territory (including Alaska, Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Puerto Rico, Texas, Washington, or Wisconsin) within the eight year period immediately preceding the commencement of the case, identify the name of the debtor's spouse and of any former spouse who resides or resided with the debtor in the community property state, commonwealth, or territory. Include all names used by the nondebtor spouse during the eight years immediately preceding the commencement of this case. If a minor child is a codebtor or a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

☐ Check this box if debtor has no codebtors.

NAME AND ADDRESS OF CODEBTOR	NAME AND ADDRESS OF CREDITOR
Gerald Grenier 209 Presidential Court Round O, SC 29474	GE Money Bank/Sam's Club PO Box 981064 El Paso, TX 79998

0

continuation sheets attached to Schedule of Codebtors

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Best Case Bankruptcy

In re Melissa Jean Marks

Debtor(s)

Case No. _____

SCHEDULE I - CURRENT INCOME OF INDIVIDUAL DEBTOR(S)

The column labeled "Spouse" must be completed in all cases filed by joint debtors and by every married debtor, whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed. Do not state the name of any minor child. The average monthly income calculated on this form may differ from the current monthly income calculated on Form 22A, 22B, or 22C.

Debtor's Marital Status:	DEPENDENTS OF DEBTOR AND SPOUSE	
Single	RELATIONSHIP(S): Live in boyfriend	AGE(S):
Employment:	DEBTOR	SPOUSE
Occupation	Paralegal	N/A
Name of Employer	Motley Rice, LLC	Disabled
How long employed	10 years	
Address of Employer	28 Bridgeside Blvd. Mount Pleasant SC 29465	

INCOME: (Estimate of average or projected monthly income at time case filed)

1. Monthly gross wages, salary, and commissions (Prorate if not paid monthly)
2. Estimate monthly overtime

DEBTOR	SPOUSE
\$ 3,757.00	\$ 0.00
\$ 0.00	\$ 0.00
\$ 3,757.00	\$ 0.00

3. SUBTOTAL:

4. LESS PAYROLL DEDUCTIONS

- a. Payroll taxes and social security
b. Insurance
c. Union dues
d. Other (Specify): _____

\$ 804.84	\$ 0.00
\$ 169.10	\$ 0.00
\$ 0.00	\$ 0.00
\$ 0.00	\$ 0.00
\$ 0.00	\$ 0.00

5. SUBTOTAL OF PAYROLL DEDUCTIONS

\$ 973.94	\$ 0.00

6. TOTAL NET MONTHLY TAKE HOME PAY

\$ 2,783.06	\$ 0.00

7. Regular income from operation of business or profession or farm (Attach detailed statement)

8. Income from real property

9. Interest and dividends

10. Alimony, maintenance or support payments payable to the debtor for the debtor's use or that of dependents listed above

11. Social security or government assistance

(Specify): _____

\$ 0.00	\$ 0.00
\$ 0.00	\$ 0.00
\$ 0.00	\$ 0.00
\$ 0.00	\$ 0.00
\$ 0.00	\$ 0.00

12. Pension or retirement income

13. Other monthly income

(Specify): _____

\$ 0.00	\$ 0.00
\$ 0.00	\$ 0.00
\$ 0.00	\$ 0.00

14. SUBTOTAL OF LINES 7 THROUGH 13

\$ 0.00	\$ 0.00

15. AVERAGE MONTHLY INCOME (Add amounts shown on lines 6 and 14)

\$ 2,783.06	\$ 0.00

16. COMBINED AVERAGE MONTHLY INCOME: (Combine column totals from line 15)

\$ 2,783.06	

(Report also on Summary of Schedules and, if applicable, on Statistical Summary of Certain Liabilities and Related Data)

B61 (Official Form 61) (12/07)

17. Describe any increase or decrease in income reasonably anticipated to occur within the year following the filing of this document:

The debtor does not anticipate an increase or decrease in her income of 10% or more at this time.

The debtor lives with her boyfriend of ten years, Gerald Grenier, who is disabled from a previous work incident and currently receives no income. He stopped receiving worker's compensation in 2007 and is unable to find employment in his current condition. The debtor is paying expenses for both herself and her boyfriend.

The debtor receives a yearly fluctuating merit bonus. The average yearly bonus she receives is \$3000. In December 2010, the yearly bonus was \$5000, because the debtor's boss made partner at the law firm.

B-63 (Official Form 63) (12/07)

In re Melissa Jean Marks

Debtor(s)

Case No. _____

SCHEDULE J - CURRENT EXPENDITURES OF INDIVIDUAL DEBTOR(S)

Complete this schedule by estimating the average or projected monthly expenses of the debtor and the debtor's family at the time case filed. Prorate any payments made bi-weekly, quarterly, semi-annually, or annually to show monthly rate. The average monthly expenses calculated on this form may differ from the deductions from income allowed on Form 22A or 22C.

☐ Check this box if a joint petition is filed and debtor's spouse maintains a separate household. Complete a separate schedule of expenditures labeled "Spouse."

1. Rent or home mortgage payment (include lot rented for mobile home)		\$	701.09
a. Are real estate taxes included?	Yes <u>X</u> No _____		
b. Is property insurance included?	Yes <u>X</u> No _____		
2. Utilities:		\$	280.00
a. Electricity and heating fuel		\$	0.00
b. Water and sewer		\$	62.81
c. Telephone		\$	207.13
d. Other <u>See Detailed Expense Attachment</u>		\$	50.00
3. Home maintenance (repairs and upkeep)		\$	500.00
4. Food		\$	40.00
5. Clothing		\$	20.00
6. Laundry and dry cleaning		\$	130.00
7. Medical and dental expenses		\$	350.00
8. Transportation (not including car payments)		\$	100.00
9. Recreation, clubs and entertainment, newspapers, magazines, etc.		\$	16.00
10. Charitable contributions		\$	0.00
11. Insurance (not deducted from wages or included in home mortgage payments)		\$	0.00
a. Homeowner's or renter's		\$	0.00
b. Life		\$	0.00
c. Health		\$	108.84
d. Auto		\$	0.00
e. Other _____		\$	0.00
12. Taxes (not deducted from wages or included in home mortgage payments)		\$	0.00
(Specify) _____			
13. Installment payments: (In chapter 11, 12, and 13 cases, do not list payments to be included in the plan)		\$	0.00
a. Auto		\$	0.00
b. Other _____		\$	0.00
c. Other _____		\$	0.00
14. Alimony, maintenance, and support paid to others		\$	0.00
15. Payments for support of additional dependents not living at your home		\$	0.00
16. Regular expenses from operation of business, profession, or farm (attach detailed statement)		\$	15.00
17. Other <u>Pet Expenses</u>		\$	0.00
Other _____		\$	0.00

18. AVERAGE MONTHLY EXPENSES (Total lines 1-17. Report also on Summary of Schedules and, if applicable, on the Statistical Summary of Certain Liabilities and Related Data.)

\$ 2,577.87

19. Describe any increase or decrease in expenditures reasonably anticipated to occur within the year following the filing of this document:

The debtor does not anticipate an increase or decrease in her expenditures of 10% or more at this time.

20. STATEMENT OF MONTHLY NET INCOME

a. Average monthly income from Line 15 of Schedule I	\$	2,783.06
b. Average monthly expenses from Line 18 above	\$	2,577.87
c. Monthly net income (a. minus b.)	\$	205.19

In re Melissa Jean Marks

Debtor(s)

Case No. _____

SCHEDULE J - CURRENT EXPENDITURES OF INDIVIDUAL DEBTOR(S)
Detailed Expense AttachmentOther Utility Expenditures:

Cell Phone	\$	88.66
Netflix	\$	29.88
Internet	\$	64.85
Security	\$	35.67
Total Other Utility Expenditures	\$	207.13

In re Melissa Jean Marks

Debtor(s)

Case No.
Chapter

13

DECLARATION CONCERNING DEBTOR'S SCHEDULES

DECLARATION UNDER PENALTY OF PERJURY BY INDIVIDUAL DEBTOR

I declare under penalty of perjury that I have read the foregoing summary and schedules, consisting of 21 sheets, and that they are true and correct to the best of my knowledge, information, and belief.

Date April 20, 2011

Signature /s/ Melissa Jean Marks
Melissa Jean Marks
Debtor

Penalty for making a false statement or concealing property: Fine of up to \$500,000 or imprisonment for up to 5 years or both.
18 U.S.C. §§ 152 and 3571.

B7 (Official Form 7) (4/4/10)

United States Bankruptcy Court
District of South Carolina

In re Melissa Jean Marks

Debtor(s)

Case No.
Chapter

13

STATEMENT OF FINANCIAL AFFAIRS

This statement is to be completed by every debtor. Spouses filing a joint petition may file a single statement on which the information for both spouses is combined. If the case is filed under chapter 12 or chapter 13, a married debtor must furnish information for both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed. An individual debtor engaged in business as a sole proprietor, partner, family farmer, or self-employed professional, should provide the information requested on this statement concerning all such activities as well as the individual's personal affairs. To indicate payments, transfers and the like to minor children, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. § 112; Fed. R. Bankr. P. 1007(n).

Questions 1 - 18 are to be completed by all debtors. Debtors that are or have been in business, as defined below, also must complete Questions 19 - 25. If the answer to an applicable question is "None," mark the box labeled "None." If additional space is needed for the answer to any question, use and attach a separate sheet properly identified with the case name, case number (if known), and the number of the question.

DEFINITIONS

"In business." A debtor is "in business" for the purpose of this form if the debtor is a corporation or partnership. An individual debtor is "in business" for the purpose of this form if the debtor is or has been, within six years immediately preceding the filing of this bankruptcy case, any of the following: an officer, director, managing executive, or owner of 5 percent or more of the voting or equity securities of a corporation; a partner, other than a limited partner, of a partnership; a sole proprietor or self-employed full-time or part-time. An individual debtor also may be "in business" for the purpose of this form if the debtor engages in a trade, business, or other activity, other than as an employee, to supplement income from the debtor's primary employment.

"Insider." The term "insider" includes but is not limited to: relatives of the debtor; general partners of the debtor and their relatives; corporations of which the debtor is an officer, director, or person in control; officers, directors, and any owner of 5 percent or more of the voting or equity securities of a corporate debtor and their relatives; affiliates of the debtor and insiders of such affiliates; any managing agent of the debtor. 11 U.S.C. § 101.

1. Income from employment or operation of business

None ☐ State the gross amount of income the debtor has received from employment, trade, or profession, or from operation of the debtor's business, including part-time activities either as an employee or in independent trade or business, from the beginning of this calendar year to the date this case was commenced. State also the gross amounts received during the two years immediately preceding this calendar year. (A debtor that maintains, or has maintained, financial records on the basis of a fiscal rather than a calendar year may report fiscal year income. Identify the beginning and ending dates of the debtor's fiscal year.) If a joint petition is filed, state income for each spouse separately. (Married debtors filing under chapter 12 or chapter 13 must state income of both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

AMOUNT	SOURCE
\$10,521.00	2011 YTD Employment
\$51,185.00	2010 Employment
\$45,054.00	2009 Employment

2. Income other than from employment or operation of business

None ☒ State the amount of income received by the debtor other than from employment, trade, profession, or operation of the debtor's business during the two years immediately preceding the commencement of this case. Give particulars. If a joint petition is filed, state income for each spouse separately. (Married debtors filing under chapter 12 or chapter 13 must state income for each spouse whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

AMOUNT	SOURCE

3. Payments to creditors

None ☐ Complete a. or b., as appropriate, and c.

a. *Individual or joint debtors; with primarily consumer debts.* List all payments on loans, installment purchases of goods or services, and other debts to any creditor made within 90 days immediately preceding the commencement of this case unless the aggregate value of all property that constitutes or is affected by such transfer is less than \$600. Indicate with an (*) any payments that were made to a creditor on account of a domestic support obligation or as part of an alternative repayment schedule under a plan by an approved nonprofit budgeting and credit counseling agency. (Married debtors filing under chapter 12 or chapter 13 must include payments by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR	DATES OF PAYMENTS	AMOUNT PAID	AMOUNT STILL OWING
Nationstar Mortgage LLC 350 Highland Dr Lewisville, TX 75067	January 2011 \$701.09 February 2011 \$701.09 March 2011 \$701.09	\$2,103.27	\$73,017.00
Shell/Citi Po Box 6497 Sioux Falls, SD 57117	January 2011 \$250.00 February 2011 \$150.00 March 2011 \$250.00	\$650.00	\$466.00

None ☒ b. *Debtor whose debts are not primarily consumer debts:* List each payment or other transfer to any creditor made within 90 days immediately preceding the commencement of the case unless the aggregate value of all property that constitutes or is affected by such transfer is less than \$1,850*. If the debtor is an individual, indicate with an asterisk (*) any payments that were made to a creditor on account of a domestic support obligation or as part of an alternative repayment schedule under a plan by an approved nonprofit budgeting and credit counseling agency. (Married debtors filing under chapter 12 or chapter 13 must include payments and other transfers by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR	DATES OF PAYMENTS/ TRANSFERS	AMOUNT PAID OR VALUE OF TRANSFERS	AMOUNT STILL OWING

None ☒ c. *All debtors:* List all payments made within one year immediately preceding the commencement of this case to or for the benefit of creditors who are or were insiders. (Married debtors filing under chapter 12 or chapter 13 must include payments by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR AND RELATIONSHIP TO DEBTOR	DATE OF PAYMENT	AMOUNT PAID	AMOUNT STILL OWING

4. Suits and administrative proceedings, executions, garnishments and attachments

None ☐ a. List all suits and administrative proceedings to which the debtor is or was a party within one year immediately preceding the filing of this bankruptcy case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

CAPTION OF SUIT AND CASE NUMBER	NATURE OF PROCEEDING	COURT OR AGENCY AND LOCATION	STATUS OR DISPOSITION
FIA Card Services, N.A. vs. Melissa J. Marks Case no.: 11-CF-16-188	Debt Collection	Court of Common Pleas County of Cuyahoga	Pending

None ☒ b. Describe all property that has been attached, garnished or seized under any legal or equitable process within one year immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning property of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF PERSON FOR WHOSE BENEFIT PROPERTY WAS SEIZED	DATE OF SEIZURE	DESCRIPTION AND VALUE OF PROPERTY

* Amount subject to adjustment on 4/01/13, and every three years thereafter with respect to cases commenced on or after the date of adjustment.

5. Repossessions, foreclosures and returns

None ☒ List all property that has been repossessed by a creditor, sold at a foreclosure sale, transferred through a deed in lieu of foreclosure or returned to the seller, within one year immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning property of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR OR SELLER	DATE OF REPOSSESSION, FORECLOSURE SALE, TRANSFER OR RETURN	DESCRIPTION AND VALUE OF PROPERTY

6. Assignments and receiverships

None ☒ a. Describe any assignment of property for the benefit of creditors made within 120 days immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include any assignment by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF ASSIGNEE	DATE OF ASSIGNMENT	TERMS OF ASSIGNMENT OR SETTLEMENT

None ☒ b. List all property which has been in the hands of a custodian, receiver, or court-appointed official within one year immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning property of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CUSTODIAN	NAME AND LOCATION OF COURT CASE TITLE & NUMBER	DATE OF ORDER	DESCRIPTION AND VALUE OF PROPERTY

7. Gifts

None ☒ List all gifts or charitable contributions made within one year immediately preceding the commencement of this case except ordinary and usual gifts to family members aggregating less than \$200 in value per individual family member and charitable contributions aggregating less than \$100 per recipient. (Married debtors filing under chapter 12 or chapter 13 must include gifts or contributions by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF PERSON OR ORGANIZATION	RELATIONSHIP TO DEBTOR, IF ANY	DATE OF GIFT	DESCRIPTION AND VALUE OF GIFT

8. Losses

None ☒ List all losses from fire, theft, other casualty or gambling within one year immediately preceding the commencement of this case or since the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include losses by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

DESCRIPTION AND VALUE OF PROPERTY	DESCRIPTION OF CIRCUMSTANCES AND, IF LOSS WAS COVERED IN WHOLE OR IN PART BY INSURANCE, GIVE PARTICULARS	DATE OF LOSS

9. Payments related to debt counseling or bankruptcy

None ☐ List all payments made or property transferred by or on behalf of the debtor to any persons, including attorneys, for consultation concerning debt consolidation, relief under the bankruptcy law or preparation of the petition in bankruptcy within one year immediately preceding the commencement of this case.

NAME AND ADDRESS OF PAYEE	DATE OF PAYMENT, NAME OF PAYOR IF OTHER THAN DEBTOR	AMOUNT OF MONEY OR DESCRIPTION AND VALUE OF PROPERTY
Meredith Law Firm, LLC 4000 Faber Place Drive, Suite 120 North Charleston, SC 29405	April 2011	Attorneys Fees \$486.00 Filing Fees \$274.00 Credit Report Fees \$40.00
Cricket	April 2011	Credit Counseling Certificate \$36.00

10. Other transfers

- None ☐ a. List all other property, other than property transferred in the ordinary course of the business or financial affairs of the debtor, transferred either absolutely or as security within two years immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include transfers by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF TRANSFEREE, RELATIONSHIP TO DEBTOR	DATE	DESCRIBE PROPERTY TRANSFERRED AND VALUE RECEIVED
Arland Dean Poplin 3284 Hwy 16S Sumter, SC 29150 Unrelated 3rd party	October 13, 2010	The debtor transferred her inoperable 1998 Toyota Corolla, valued at \$600, for vehicle parts, to Arland Poplin. She received \$600 in proceeds, and she used the full amount of the proceeds for travel expenses to West Virginia to visit ailing family.

- None ☒ b. List all property transferred by the debtor within ten years immediately preceding the commencement of this case to a self-settled trust or similar device of which the debtor is a beneficiary.

NAME OF TRUST OR OTHER DEVICE	DATE(S) OF TRANSFER(S)	AMOUNT OF MONEY OR DESCRIPTION AND VALUE OF PROPERTY OR DEBTOR'S INTEREST IN PROPERTY

11. Closed financial accounts

- None ☒ List all financial accounts and instruments held in the name of the debtor or for the benefit of the debtor which were closed, sold, or otherwise transferred within one year immediately preceding the commencement of this case. Include checking, savings, or other financial accounts, certificates of deposit, or other instruments; shares and share accounts held in banks, credit unions, pension funds, cooperatives, associations, brokerage houses and other financial institutions. (Married debtors filing under chapter 12 or chapter 13 must include information concerning accounts or instruments held by or for either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF INSTITUTION	TYPE OF ACCOUNT, LAST FOUR DIGITS OF ACCOUNT NUMBER, AND AMOUNT OF FINAL BALANCE	AMOUNT AND DATE OF SALE OR CLOSING

12. Safe deposit boxes

- None ☒ List each safe deposit or other box or depository in which the debtor has or had securities, cash, or other valuables within one year immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include boxes or depositories of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF BANK OR OTHER DEPOSITORY	NAMES AND ADDRESSES OF THOSE WITH ACCESS TO BOX OR DEPOSITORY	DESCRIPTION OF CONTENTS	DATE OF TRANSFER OR SURRENDER, IF ANY

13. Setoffs

- None ☒ List all setoffs made by any creditor, including a bank, against a debt or deposit of the debtor within 90 days preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR	DATE OF SETOFF	AMOUNT OF SETOFF

14. Property held for another person

- None ☒ List all property owned by another person that the debtor holds or controls.

NAME AND ADDRESS OF OWNER	DESCRIPTION AND VALUE OF PROPERTY	LOCATION OF PROPERTY

5

15. Prior address of debtor

None ☒ If the debtor has moved within three years immediately preceding the commencement of this case, list all premises which the debtor occupied during that period and vacated prior to the commencement of this case. If a joint petition is filed, report also any separate address of either spouse.

ADDRESS	NAME USED	DATES OF OCCUPANCY

16. Spouses and Former Spouses

None ☒ If the debtor resides or resided in a community property state, commonwealth, or territory (including Alaska, Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Puerto Rico, Texas, Washington, or Wisconsin) within eight years immediately preceding the commencement of the case, identify the name of the debtor's spouse and of any former spouse who resides or resided with the debtor in the community property state.

NAME

17. Environmental Information.

For the purpose of this question, the following definitions apply:

"Environmental Law" means any federal, state, or local statute or regulation regulating pollution, contamination, releases of hazardous or toxic substances, wastes or material into the air, land, soil, surface water, groundwater, or other medium, including, but not limited to, statutes or regulations regulating the cleanup of these substances, wastes, or material.

"Site" means any location, facility, or property as defined under any Environmental Law, whether or not presently or formerly owned or operated by the debtor, including, but not limited to, disposal sites.

"Hazardous Material" means anything defined as a hazardous waste, hazardous substance, toxic substance, hazardous material, pollutant, or contaminant or similar term under an Environmental Law.

None ☒ a. List the name and address of every site for which the debtor has received notice in writing by a governmental unit that it may be liable or potentially liable under or in violation of an Environmental Law. Indicate the governmental unit, the date of the notice, and, if known, the Environmental Law:

SITE NAME AND ADDRESS	NAME AND ADDRESS OF GOVERNMENTAL UNIT	DATE OF NOTICE	ENVIRONMENTAL LAW

None ☒ b. List the name and address of every site for which the debtor provided notice to a governmental unit of a release of Hazardous Material. Indicate the governmental unit to which the notice was sent and the date of the notice.

SITE NAME AND ADDRESS	NAME AND ADDRESS OF GOVERNMENTAL UNIT	DATE OF NOTICE	ENVIRONMENTAL LAW

None ☒ c. List all judicial or administrative proceedings, including settlements or orders, under any Environmental Law with respect to which the debtor is or was a party. Indicate the name and address of the governmental unit that is or was a party to the proceeding, and the docket number.

NAME AND ADDRESS OF GOVERNMENTAL UNIT	DOCKET NUMBER	STATUS OR DISPOSITION

18. Nature, location and name of business

None ☒ a. If the debtor is an individual, list the names, addresses, taxpayer identification numbers, nature of the businesses, and beginning and ending dates of all businesses in which the debtor was an officer, director, partner, or managing executive of a corporation, partner in a partnership, sole proprietor, or was self-employed in a trade, profession, or other activity either full- or part-time within six years immediately preceding the commencement of this case, or in which the debtor owned 5 percent or more of the voting or equity securities within six years immediately preceding the commencement of this case.

If the debtor is a partnership, list the names, addresses, taxpayer identification numbers, nature of the businesses, and beginning and ending dates of all businesses in which the debtor was a partner or owned 5 percent or more of the voting or equity securities, within six years immediately preceding the commencement of this case.

If the debtor is a corporation, list the names, addresses, taxpayer identification numbers, nature of the businesses, and beginning and ending dates of all businesses in which the debtor was a partner or owned 5 percent or more of the voting or equity securities within six years immediately preceding the commencement of this case.

NAME	LAST FOUR DIGITS OF SOCIAL-SECURITY OR OTHER INDIVIDUAL TAXPAYER-I.D. NO. (ITIN COMPLETE EIN)	ADDRESS	NATURE OF BUSINESS	BEGINNING AND ENDING DATES

None ☒ b. Identify any business listed in response to subdivision a., above, that is "single asset real estate" as defined in 11 U.S.C. § 101.

NAME	ADDRESS

The following questions are to be completed by every debtor that is a corporation or partnership and by any individual debtor who is or has been, within six years immediately preceding the commencement of this case, any of the following: an officer, director, managing executive, or owner of more than 5 percent of the voting or equity securities of a corporation; a partner, other than a limited partner, of a partnership; a sole proprietor, or self-employed in a trade, profession, or other activity, either full- or part-time.

(An individual or joint debtor should complete this portion of the statement only if the debtor is or has been in business, as defined above, within six years immediately preceding the commencement of this case. A debtor who has not been in business within those six years should go directly to the signature page.)

19. Books, records and financial statements

None ☒ a. List all bookkeepers and accountants who within two years immediately preceding the filing of this bankruptcy case kept or supervised the keeping of books of account and records of the debtor.

NAME AND ADDRESS	DATES SERVICES RENDERED

None ☒ b. List all firms or individuals who within the two years immediately preceding the filing of this bankruptcy case have audited the books of account and records, or prepared a financial statement of the debtor.

NAME	ADDRESS	DATES SERVICES RENDERED

None ☒ c. List all firms or individuals who at the time of the commencement of this case were in possession of the books of account and records of the debtor. If any of the books of account and records are not available, explain.

NAME	ADDRESS

None ☒ d. List all financial institutions, creditors and other parties, including mercantile and trade agencies, to whom a financial statement was issued by the debtor within two years immediately preceding the commencement of this case.

NAME AND ADDRESS	DATE ISSUED

20. Inventories

None ☒ a. List the dates of the last two inventories taken of your property, the name of the person who supervised the taking of each inventory, and the dollar amount and basis of each inventory.

DATE OF INVENTORY	INVENTORY SUPERVISOR	DOLLAR AMOUNT OF INVENTORY (Specify cost, market or other basis)

None ☒ b. List the name and address of the person having possession of the records of each of the two inventories reported in a., above.

DATE OF INVENTORY	NAME AND ADDRESSES OF CUSTODIAN OF INVENTORY RECORDS

21. Current Partners, Officers, Directors and Shareholders

None ☒ a. If the debtor is a partnership, list the nature and percentage of partnership interest of each member of the partnership.

NAME AND ADDRESS	NATURE OF INTEREST	PERCENTAGE OF INTEREST

None ☒ b. If the debtor is a corporation, list all officers and directors of the corporation, and each stockholder who directly or indirectly owns, controls, or holds 5 percent or more of the voting or equity securities of the corporation.

NAME AND ADDRESS	TITLE	NATURE AND PERCENTAGE OF STOCK OWNERSHIP

22. Former partners, officers, directors and shareholders

None ☒ a. If the debtor is a partnership, list each member who withdrew from the partnership within one year immediately preceding the commencement of this case.

NAME	ADDRESS	DATE OF WITHDRAWAL

None ☒ b. If the debtor is a corporation, list all officers, or directors whose relationship with the corporation terminated within one year immediately preceding the commencement of this case.

NAME AND ADDRESS	TITLE	DATE OF TERMINATION

23. Withdrawals from a partnership or distributions by a corporation

None ☒ If the debtor is a partnership or corporation, list all withdrawals or distributions credited or given to an insider, including compensation in any form, bonuses, loans, stock redemptions, options exercised and any other perquisite during one year immediately preceding the commencement of this case.

NAME & ADDRESS OF RECIPIENT, RELATIONSHIP TO DEBTOR	DATE AND PURPOSE OF WITHDRAWAL	AMOUNT OF MONEY OR DESCRIPTION AND VALUE OF PROPERTY

24. Tax Consolidation Group.

None ☒ If the debtor is a corporation, list the name and federal taxpayer identification number of the parent corporation or any consolidated group for tax purposes of which the debtor has been a member at any time within six years immediately preceding the commencement of the case.

NAME OF PARENT CORPORATION	TAXPAYER IDENTIFICATION NUMBER (EIN)

25. Pension Funds.

None ☐ If the debtor is not an individual, list the name and federal taxpayer-identification number of any pension fund to which the debtor, as an employer, has been responsible for contributing at any time within six years immediately preceding the commencement of the case.

NAME OF PENSION FUND

TAXPAYER IDENTIFICATION NUMBER (EIN)

DECLARATION UNDER PENALTY OF PERJURY BY INDIVIDUAL DEBTOR

I declare under penalty of perjury that I have read the answers contained in the foregoing statement of financial affairs and any attachments thereto and that they are true and correct.

Date April 20, 2011

Signature /s/ Melissa Jean Marks
Melissa Jean Marks
Debtor

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both, 18 U.S.C. §§ 152 and 3571

United States Bankruptcy Court
District of South Carolina

In re Melissa Jean Marks

Debtor(s)

Case No.

Chapter 13

DISCLOSURE OF COMPENSATION OF ATTORNEY FOR DEBTOR(S)

1. Pursuant to 11 U.S.C. § 329(a) and Bankruptcy Rule 2016(b), I certify that I am the attorney for the above-named debtor and that compensation paid to me within one year before the filing of the petition in bankruptcy, or agreed to be paid to me, for services rendered or to be rendered on behalf of the debtor(s) in contemplation of or in connection with the bankruptcy case is as follows:

For legal services, I have agreed to accept:	\$ <u>3,000.00</u>
Prior to the filing of this statement I have received	\$ <u>486.00</u>
Balance Due	\$ <u>2,514.00</u>

2. The source of the compensation paid to me was:

☒ Debtor ☐ Other (specify):

3. The source of compensation to be paid to me is:

☒ Debtor ☐ Other (specify):

4. ☒ I have not agreed to share the above-disclosed compensation with any other person unless they are members and associates of my law firm.

☐ I have agreed to share the above-disclosed compensation with a person or persons who are not members or associates of my law firm. A copy of the agreement, together with a list of the names of the people sharing in the compensation is attached.

5. In return for the above-disclosed fee, I have agreed to render legal service for all aspects of the bankruptcy case, including:

- a. Analysis of the debtor's financial situation, and rendering advice to the debtor in determining whether to file a petition in bankruptcy;
- b. Preparation and filing of any petition, schedules, statement of affairs and plan which may be required;
- c. Representation of the debtor at the meeting of creditors and confirmation hearing, and any adjourned hearings thereof;
- d. [Other provisions as needed]
N/A

6. By agreement with the debtor(s), the above-disclosed fee does not include the following service:
Defense or prosecution of adversary proceedings, motions to modify the stay, audits, motions to incur debt or sell an asset, 2004 examinations, defense of dischargeability actions and, in a chapter 13 case, modification of the plan after confirmation and any other motion, filing or proceeding taking place after confirmation.

CERTIFICATION

I certify that the foregoing is a complete statement of any agreement or arrangement for payment to me for representation of the debtor(s) in this bankruptcy proceeding.

Dated: April 20, 2011

/s/ Robert R Meredith Jr
Robert R Meredith Jr 6152
Meredith Law Firm, LLC
4000 Faber Place Drive, Suite 120
North Charleston, SC 29405
(843) 529-9000 Fax: (843) 529-9907
rm@meredithlawfirm.com

WARNING: Effective December 1, 2009, the 15-day deadline to file schedules and certain other documents under Bankruptcy Rule 1007(c) is shortened to 14 days. For further information, see note at bottom of page 2

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF SOUTH CAROLINA**

**NOTICE TO CONSUMER DEBTOR(S) UNDER § 342(b)
OF THE BANKRUPTCY CODE**

In accordance with § 342(b) of the Bankruptcy Code, this notice to individuals with primarily consumer debts: (1) Describes briefly the services available from credit counseling services; (2) Describes briefly the purposes, benefits and costs of the four types of bankruptcy proceedings you may commence; and (3) Informs you about bankruptcy crimes and notifies you that the Attorney General may examine all information you supply in connection with a bankruptcy case.

You are cautioned that bankruptcy law is complicated and not easily described. Thus, you may wish to seek the advice of an attorney to learn of your rights and responsibilities should you decide to file a petition. Court employees cannot give you legal advice.

Notices from the bankruptcy court are sent to the mailing address you list on your bankruptcy petition. In order to ensure that you receive information about events concerning your case, Bankruptcy Rule 4002 requires that you notify the court of any changes in your address. If you are filing a joint case (a single bankruptcy case for two individuals married to each other), and each spouse lists the same mailing address on the bankruptcy petition, you and your spouse will generally receive a single copy of each notice mailed from the bankruptcy court in a jointly-addressed envelope, unless you file a statement with the court requesting that each spouse receive a separate copy of all notices.

1. Services Available from Credit Counseling Agencies

With limited exceptions, § 109(h) of the Bankruptcy Code requires that all individual debtors who file for bankruptcy relief on or after October 17, 2005, receive a briefing that outlines the available opportunities for credit counseling and provides assistance in performing a budget analysis. The briefing must be given within 180 days before the bankruptcy filing. The briefing may be provided individually or in a group (including briefings conducted by telephone or on the Internet) and must be provided by a nonprofit budget and credit counseling agency approved by the United States trustee or bankruptcy administrator. The clerk of the bankruptcy court has a list that you may consult of the approved budget and credit counseling agencies. Each debtor in a joint case must complete the briefing.

In addition, after filing a bankruptcy case, an individual debtor generally must complete a financial management instructional course before he or she can receive a discharge. The clerk also has a list of approved financial management instructional courses. Each debtor in a joint case must complete the course.

2. The Four Chapters of the Bankruptcy Code Available to Individual Consumer Debtors

Chapter 7: Liquidation (\$245 filing fee, \$39 administrative fee, \$15 trustee surcharge: Total Fee \$299)

Chapter 7 is designed for debtors in financial difficulty who do not have the ability to pay their existing debts. Debtors whose debts are primarily consumer debts are subject to a "means test" designed to determine whether the case should be permitted to proceed under chapter 7. If your income is greater than the median income for your state of residence and family size, in some cases, the United States trustee (or bankruptcy administrator), the trustee, or creditors have the right to file a motion requesting that the court dismiss your case under § 707(b) of the Code. It is up to the court to decide whether the case should be dismissed.

Under chapter 7, you may claim certain of your property as exempt under governing law. A trustee may have the right to take possession of and sell the remaining property that is not exempt and use the sale proceeds to pay your creditors.

The purpose of filing a chapter 7 case is to obtain a discharge of your existing debts. If, however, you are found to have committed certain kinds of improper conduct described in the Bankruptcy Code, the court may deny your discharge and, if it does, the purpose for which you filed the bankruptcy petition will be defeated.

Even if you receive a general discharge, some particular debts are not discharged under the law. Therefore, you may still be responsible for most taxes and student loans; debts incurred to pay nondischargeable taxes; domestic support and property settlement obligations; most fines, penalties, forfeitures, and criminal restitution obligations; certain debts which are not properly listed in your bankruptcy papers; and debts for death or personal injury caused by operating a motor vehicle, vessel, or aircraft while intoxicated from alcohol or drugs. Also, if a creditor can prove that a debt arose from fraud, breach of fiduciary duty, or theft, or from a willful and malicious injury, the bankruptcy court may determine that the debt is not discharged.

Chapter 13: Repayment of All or Part of the Debts of an Individual with Regular Income (\$235 filing fee, \$39 administrative fee: Total fee \$274)

Chapter 13 is designed for individuals with regular income who would like to pay all or part of their debts in installments over a period of time. You are only eligible for chapter 13 if your debts do not exceed certain dollar amounts set forth in the Bankruptcy Code.

Under chapter 13, you must file with the court a plan to repay your creditors all or part of the money that you owe them, using your future earnings. The period allowed by the court to repay your debts may be three years or five years, depending upon your income and other factors. The court must approve your plan before it can take effect.

After completing the payments under your plan, your debts are generally discharged except for domestic support obligations; most student loans; certain taxes; most criminal fines and restitution obligations; certain debts which are not properly listed in your bankruptcy papers; certain debts for acts that caused death or personal injury; and certain long term secured obligations.

Chapter 11: Reorganization (\$1000 filing fee, \$39 administrative fee: Total fee \$1039)

Chapter 11 is designed for the reorganization of a business but is also available to consumer debtors. Its provisions are quite complicated, and any decision by an individual to file a chapter 11 petition should be reviewed with an attorney.

Chapter 12: Family Farmer or Fisherman (\$200 filing fee, \$39 administrative fee: Total fee \$239)

Chapter 12 is designed to permit family farmers and fishermen to repay their debts over a period of time from future earnings and is similar to chapter 13. The eligibility requirements are restrictive, limiting its use to those whose income arises primarily from a family-owned farm or commercial fishing operation.

3. Bankruptcy Crimes and Availability of Bankruptcy Papers to Law Enforcement Officials

A person who knowingly and fraudulently conceals assets or makes a false oath or statement under penalty of perjury, either orally or in writing, in connection with a bankruptcy case is subject to a fine, imprisonment, or both. All information supplied by a debtor in connection with a bankruptcy case is subject to examination by the Attorney General acting through the Office of the United States Trustee, the Office of the United States Attorney, and other components and employees of the Department of Justice.

WARNING: Section 521(a)(1) of the Bankruptcy Code requires that you promptly file detailed information regarding your creditors, assets, liabilities, income, expenses and general financial condition. Your bankruptcy case may be dismissed if this information is not filed with the court within the time deadlines set by the Bankruptcy Code, the Bankruptcy Rules, and the local rules of the court. The documents and the deadlines for filing them are listed on Form B200, which is posted at http://www.uscourts.gov/bkforms/bankruptcy_forms.html#procedure.

Many filing deadlines change on December 1, 2009. Of special note, 12 rules that set 15 days to act are amended to require action within 14 days, including Rule 1007(c), filing the initial case papers; Rule 3015(b), filing a chapter 13 plan; Rule 8009(a), filing appellate briefs; and Rules 1019, 1020, 2015, 2015.1, 2016, 4001, 4002, 6004, and 6007.

B 201B (Form 201B) (12/09)

United States Bankruptcy Court
District of South Carolina

In re Melissa Jean Marks

Debtor(s)

Case No.
Chapter

13

CERTIFICATION OF NOTICE TO CONSUMER DEBTOR(S)
UNDER § 342(b) OF THE BANKRUPTCY CODE

Certification of Debtor

I (We), the debtor(s), affirm that I (we) have received and read the attached notice, as required by § 342(b) of the Bankruptcy

Code.

Melissa Jean Marks

Printed Name(s) of Debtor(s)

X /s/ Melissa Jean Marks

Signature of Debtor

April 20, 2011

Date

Case No. (if known) _____

X _____

Signature of Joint Debtor (if any)

Date

Instructions: Attach a copy of Form B 201 A, Notice to Consumer Debtor(s) Under § 342(b) of the Bankruptcy Code.

Use this form to certify that the debtor has received the notice required by 11 U.S.C. § 342(b) only if the certification has NOT been made on the Voluntary Petition, Official Form B1. Exhibit B on page 2 of Form B1 contains a certification by the debtor's attorney that the attorney has given the notice to the debtor. The Declarations made by debtors and bankruptcy petition preparers on page 3 of Form B1 also include this certification.

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Real Case Bankruptcy

LOCAL OFFICIAL FORM 1007-1(b) TO SC LBR 1007-1

United States Bankruptcy Court
District of South Carolina

In re Melissa Jean Marks

Debtor(s)

Case No.

Chapter

13

CERTIFICATION VERIFYING CREDITOR MATRIX

The above named debtor, or attorney for the debtor if applicable, hereby certifies pursuant to South Carolina Local Bankruptcy Rule 1007-1 that the master mailing list of creditors submitted either on computer diskette, electronically filed via CM/ECF, or conventionally filed in a typed hard copy scannable format which has been compared to, and contains identical information to, the debtor's schedules, statements and lists which are being filed at this time or as they currently exist in draft form.

Master mailing list of creditors submitted via:

- (a) ☐ computer diskette
(b) ☐ scannable hard copy
(number of sheets submitted ☐)
(c) ☒ electronic version filed via CM/ECF

Date: April 20, 2011

/s/ Melissa Jean Marks

Melissa Jean Marks

Signature of Debtor

Date: April 20, 2011

/s/ Robert R Meredith Jr

Signature of Attorney

Robert R Meredith Jr 6152

Meredith Law Firm, LLC

4000 Faber Place Drive, Suite 120

North Charleston, SC 29405

(843) 529-9000 Fax: (843) 529-9907

Typed/Printed Name/Address/Telephone

6152

District Court LD. Number

ALLIANCE Case 11-02619-jw Doc 1 Filed 04/20/11 Entered 04/20/11 17:28:15 Desc Main Document Page 42 of 50
4850 STREET RD.
SUITE 300
TREVOSÉ PA 19053
KORDE LAW FIRM, PA
PO BOX 12369
COLUMBIA SC 29211
SC DEPARTMENT OF REVENUE
PO BOX 12265
COLUMBIA SC 29211

APPLIED BUSINESS SERVICES
PO BOX 910
EDENTON NC 27932

MANN BRACKEN LLP
TWO IRVING CENTRE
702 KING FARM BLVD.
ROCKVILLE MD 20850

SC STUDENT LOAN CORP
PO BOX 21487
COLUMBIA SC 29221

BANK OF AMERICA
PO BOX 17054
WILMINGTON DE 19850

MEDICAL DATA SYSTEMS INC
128 W CENTER AVE FL 2
SEBRING FL 33870

SECURITY COLLECTION AGENCY
617 SOUND SIDE ROAD
EDENTON NC 27932

BON SECOURS ST. FRANCIS HOSPITAL MEDICAL REVENUE SERVICES
PO BOX 602009
CHARLOTTE NC 28260
PO BOX 1149
SEBRING FL 33871

SECURITY COLLECTION AGENCY
PO BOX 910
EDENTON NC 27932

CITI
PO BOX 6241
SIOUX FALLS SD 57117

MEREDITH LAW FIRM, LLC
4000 FABER PLACE DRIVE
SUITE 120
NORTH CHARLESTON SC 29405

SHELL/CITI
PO BOX 6497
SIOUX FALLS SD 57117

COLLETON COUNTY TREASURER
PO BOX 8
WALTERBORO SC 29488

NATIONSTAR MORTGAGE LLC
350 HIGHLAND DR
LEWISVILLE TX 75067

THD/CBS
PO BOX 6497
SIOUX FALLS SD 57117

GE MONEY BANK/SAM'S CLUB
PO BOX 981064
EL PASO TX 79998

NCO FINANCIAL SYSTEMS INC.
PO BOX 12100
DEPARTMENT 64
TRENTON NJ 08650

WFNNB/METRO STYLE
220 W SCHROCK RD
WESTERVILLE OH 43081

GERALD GRENIER
209 PRESIDENTIAL COURT
ROUND O SC 29474

PLANNED ADMINISTRATORS, INC.
PO BOX 6927
COLUMBIA SC 29260

HOME DEPOT CREDIT SERVICES
PO BOX 653000
DALLAS TX 75265

ROPER HOSPITAL
PO BOX 62889
NORTH CHARLESTON SC 29419

INTERNAL REVENUE SERVICE
1835 ASSEMBLY ST.
MDP 03
COLUMBIA SC 29201

ROPER HOSPITAL
PO BOX 602003
CHARLOTTE NC 28260

In re Melissa Jean Marks
Debtor(s)
Case Number: _____
(If known)

According to the calculations required by this statement:
☒ The applicable commitment period is 3 years.
☐ The applicable commitment period is 5 years.
☐ Disposable income is determined under § 1325(b)(3).
☒ Disposable income is not determined under § 1325(b)(3).
 (Check the boxes as directed in Lines 17 and 23 of this statement.)

CHAPTER 13 STATEMENT OF CURRENT MONTHLY INCOME AND CALCULATION OF COMMITMENT PERIOD AND DISPOSABLE INCOME

In addition to Schedules I and J, this statement must be completed by every individual chapter 13 debtor, whether or not filing jointly. Joint debtors may complete one statement only.

Part I. REPORT OF INCOME																		
1	Marital/filing status. Check the box that applies and complete the balance of this part of this statement as directed. a. ☒ Unmarried. Complete only Column A ("Debtor's Income") for Lines 2-10. b. ☐ Married. Complete both Column A ("Debtor's Income") and Column B ("Spouse's Income") for Lines 2-10. All figures must reflect average monthly income received from all sources, derived during the six calendar months prior to filing the bankruptcy case, ending on the last day of the month before the filing. If the amount of monthly income varied during the six months, you must divide the six-month total by six, and enter the result on the appropriate line.																	
2	Gross wages, salary, tips, bonuses, overtime, commissions.	Column A Debtor's Income	Column B Spouse's Income															
		\$ 3,977.02	\$															
3	Income from the operation of a business, profession, or farm. Subtract Line b from Line a and enter the difference in the appropriate column(s) of Line 3. If you operate more than one business, profession or farm, enter aggregate numbers and provide details on an attachment. Do not enter a number less than zero. Do not include any part of the business expenses entered on Line b as a deduction in Part IV.																	
	<table border="1"> <thead> <tr> <th></th> <th>Debtor</th> <th>Spouse</th> </tr> </thead> <tbody> <tr> <td>a. Gross receipts</td> <td>\$ 0.00</td> <td>\$</td> </tr> <tr> <td>b. Ordinary and necessary business expenses</td> <td>\$ 0.00</td> <td>\$</td> </tr> <tr> <td>c. Business income</td> <td colspan="2">Subtract Line b from Line a</td> </tr> <tr> <td></td> <td>\$ 0.00</td> <td>\$</td> </tr> </tbody> </table>				Debtor	Spouse	a. Gross receipts	\$ 0.00	\$	b. Ordinary and necessary business expenses	\$ 0.00	\$	c. Business income	Subtract Line b from Line a			\$ 0.00	\$
	Debtor	Spouse																
a. Gross receipts	\$ 0.00	\$																
b. Ordinary and necessary business expenses	\$ 0.00	\$																
c. Business income	Subtract Line b from Line a																	
	\$ 0.00	\$																
4	Rents and other real property income. Subtract Line b from Line a and enter the difference in the appropriate column(s) of Line 4. Do not enter a number less than zero. Do not include any part of the operating expenses entered on Line b as a deduction in Part IV.																	
	<table border="1"> <thead> <tr> <th></th> <th>Debtor</th> <th>Spouse</th> </tr> </thead> <tbody> <tr> <td>a. Gross receipts</td> <td>\$ 0.00</td> <td>\$</td> </tr> <tr> <td>b. Ordinary and necessary operating expenses</td> <td>\$ 0.00</td> <td>\$</td> </tr> <tr> <td>c. Rent and other real property income</td> <td colspan="2">Subtract Line b from Line a</td> </tr> <tr> <td></td> <td>\$ 0.00</td> <td>\$</td> </tr> </tbody> </table>				Debtor	Spouse	a. Gross receipts	\$ 0.00	\$	b. Ordinary and necessary operating expenses	\$ 0.00	\$	c. Rent and other real property income	Subtract Line b from Line a			\$ 0.00	\$
	Debtor	Spouse																
a. Gross receipts	\$ 0.00	\$																
b. Ordinary and necessary operating expenses	\$ 0.00	\$																
c. Rent and other real property income	Subtract Line b from Line a																	
	\$ 0.00	\$																
5	Interest, dividends, and royalties.	\$ 0.00	\$															
6	Pension and retirement income.	\$ 0.00	\$															
7	Any amounts paid by another person or entity, on a regular basis, for the household expenses of the debtor or the debtor's dependents, including child support paid for that purpose. Do not include alimony or separate maintenance payments or amounts paid by the debtor's spouse. Each regular payment should be reported in only one column, if a payment is listed in Column A, do not report that payment in Column B.																	
		\$ 0.00	\$															
8	Unemployment compensation. Enter the amount in the appropriate column(s) of Line 8. However, if you contend that unemployment compensation received by you or your spouse was a benefit under the Social Security Act, do not list the amount of such compensation in Column A or B, but instead state the amount in the space below:																	
	<table border="1"> <tbody> <tr> <td>Unemployment compensation claimed to be a benefit under the Social Security Act</td> <td>Debtor \$ 0.00</td> <td>Spouse \$</td> </tr> <tr> <td></td> <td>\$ 0.00</td> <td>\$</td> </tr> </tbody> </table>			Unemployment compensation claimed to be a benefit under the Social Security Act	Debtor \$ 0.00	Spouse \$		\$ 0.00	\$									
Unemployment compensation claimed to be a benefit under the Social Security Act	Debtor \$ 0.00	Spouse \$																
	\$ 0.00	\$																

9	Income from all other sources. Specify source and amount. If necessary, list additional sources on a separate page. Total and enter on Line 9. Do not include alimony or separate maintenance payments paid by your spouse, but include all other payments of alimony or separate maintenance. Do not include any benefits received under the Social Security Act or payments received as a victim of a war crime, crime against humanity, or as a victim of international or domestic terrorism.	Debtor	Spouse		
		\$	\$		
		\$	\$		
				\$ 0.00	\$
10	Subtotal. Add Lines 2 thru 9 in Column A, and, if Column B is completed, add Lines 2 through 9 in Column B. Enter the total(s).			\$ 3,977.02	\$
11	Total. If Column B has been completed, add Line 10, Column A to Line 10, Column B, and enter the total. If Column B has not been completed, enter the amount from Line 10, Column A.			\$ 3,977.02	\$
Part II. CALCULATION OF § 1325(b)(4) COMMITMENT PERIOD					
12	Enter the amount from Line 11			\$ 3,977.02	
13	Marital Adjustment. If you are married, but are not filing jointly with your spouse, AND if you contend that calculation of the commitment period under § 1325(b)(4) does not require inclusion of the income of your spouse, enter on Line 13 the amount of the income listed in Line 10, Column B that was NOT paid on a regular basis for the household expenses of you or your dependents and specify, in the lines below, the basis for excluding this income (such as payment of the spouse's tax liability or the spouse's support of persons other than the debtor or the debtor's dependents) and the amount of income devoted to each purpose. If necessary, list additional adjustments on a separate page. If the conditions for entering this adjustment do not apply, enter zero.	a.	\$		
		b.	\$		
		c.	\$		
	Total and enter on Line 13			\$ 0.00	
14	Subtract Line 13 from Line 12 and enter the result.			\$ 3,977.02	
15	Annualized current monthly income for § 1325(b)(4). Multiply the amount from Line 14 by the number 12 and enter the result.			\$ 47,724.24	
16	Applicable median family income. Enter the median family income for applicable state and household size. (This information is available by family size at www.usdoj.gov/usf or from the clerk of the bankruptcy court.)	a. Enter debtor's state of residence:	SC	b. Enter debtor's household size:	2
				\$ 60,500.00	
17	Application of § 1325(b)(4). Check the applicable box and proceed as directed. ☒ The amount on Line 15 is less than the amount on Line 16. Check the box for "The applicable commitment period is 3 years" at the top of page 1 of this statement and continue with this statement. ☐ The amount on Line 15 is not less than the amount on Line 16. Check the box for "The applicable commitment period is 5 years" at the top of page 1 of this statement and continue with this statement.				
Part III. APPLICATION OF § 1325(b)(3) FOR DETERMINING DISPOSABLE INCOME					
18	Enter the amount from Line 11.			\$ 3,977.02	
19	Marital Adjustment. If you are married, but are not filing jointly with your spouse, enter on Line 19 the total of any income listed in Line 10, Column B that was NOT paid on a regular basis for the household expenses of the debtor or the debtor's dependents. Specify in the lines below the basis for excluding the Column B income (such as payment of the spouse's tax liability or the spouse's support of persons other than the debtor or the debtor's dependents) and the amount of income devoted to each purpose. If necessary, list additional adjustments on a separate page. If the conditions for entering this adjustment do not apply, enter zero.	a.	\$		
		b.	\$		
		c.	\$		
	Total and enter on Line 19.			\$ 0.00	
20	Current monthly income for § 1325(b)(3). Subtract Line 19 from Line 18 and enter the result.			\$ 3,977.02	

21	Annualized current monthly income for § 1325(b)(3). Multiply the amount from Line 20 by the number 12 and enter the result.	\$	47,724.24																
22	Applicable median family income. Enter the amount from Line 16.	\$	50,500.00																
23	Application of § 1325(b)(3). Check the applicable box and proceed as directed. ☐ The amount on Line 21 is more than the amount on Line 22. Check the box for "Disposable income is determined under § 1325(b)(3)" at the top of page 1 of this statement and complete the remaining parts of this statement. ☒ The amount on Line 21 is not more than the amount on Line 22. Check the box for "Disposable income is not determined under § 1325(b)(3)" at the top of page 1 of this statement and complete Part VII of this statement. Do not complete Parts IV, V, or VI.																		
Part IV. CALCULATION OF DEDUCTIONS FROM INCOME																			
Subpart A: Deductions under Standards of the Internal Revenue Service (IRS)																			
24A	National Standards: food, apparel and services, housekeeping supplies, personal care, and miscellaneous. Enter in Line 24A the "Total" amount from IRS National Standards for Allowable Living Expenses for the applicable number of persons. (This information is available at www.usdoj.gov/usj or from the clerk of the bankruptcy court.) The applicable number of persons is the number that would currently be allowed as exemptions on your federal income tax return, plus the number of any additional dependents whom you support.																		
24B	National Standards: health care. Enter in Line a1 below the amount from IRS National Standards for Out-of-Pocket Health Care for persons under 65 years of age, and in Line a2 the IRS National Standards for Out-of-Pocket Health Care for persons 65 years of age or older. (This information is available at www.usdoj.gov/usj or from the clerk of the bankruptcy court.) Enter in Line b1 the applicable number of persons who are under 65 years of age, and enter in Line b2 the applicable number of persons who are 65 years of age or older. (The applicable number of persons in each age category is the number in that category that would currently be allowed as exemptions on your federal income tax return, plus the number of any additional dependents whom you support.) Multiply Line a1 by Line b1 to obtain a total amount for persons under 65, and enter the result in Line c1. Multiply Line a2 by Line b2 to obtain a total amount for persons 65 and older, and enter the result in Line c2. Add Lines c1 and c2 to obtain a total health care amount, and enter the result in Line 24B. <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2">Persons under 65 years of age</th> <th colspan="2">Persons 65 years of age or older</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">a1.</td> <td>Allowance per person</td> <td style="text-align: center;">a2.</td> <td>Allowance per person</td> </tr> <tr> <td style="text-align: center;">b1.</td> <td>Number of persons</td> <td style="text-align: center;">b2.</td> <td>Number of persons</td> </tr> <tr> <td style="text-align: center;">c1.</td> <td>Subtotal</td> <td style="text-align: center;">c2.</td> <td>Subtotal</td> </tr> </tbody> </table>			Persons under 65 years of age		Persons 65 years of age or older		a1.	Allowance per person	a2.	Allowance per person	b1.	Number of persons	b2.	Number of persons	c1.	Subtotal	c2.	Subtotal
Persons under 65 years of age		Persons 65 years of age or older																	
a1.	Allowance per person	a2.	Allowance per person																
b1.	Number of persons	b2.	Number of persons																
c1.	Subtotal	c2.	Subtotal																
25A	Local Standards: housing and utilities; non-mortgage expenses. Enter the amount of the IRS Housing and Utilities Standards; non-mortgage expenses for the applicable county and family size. (This information is available at www.usdoj.gov/usj or from the clerk of the bankruptcy court.) The applicable family size consists of the number that would currently be allowed as exemptions on your federal income tax return, plus the number of any additional dependents whom you support.																		
25B	Local Standards: housing and utilities; mortgage/rent expense. Enter, in Line a below, the amount of the IRS Housing and Utilities Standards; mortgage/rent expense for your county and family size (this information is available at www.usdoj.gov/usj or from the clerk of the bankruptcy court) (the applicable family size consists of the number that would currently be allowed as exemptions on your federal income tax return, plus the number of any additional dependents whom you support); enter on Line b the total of the Average Monthly Payments for any debts secured by your home, as stated in Line 47; subtract Line b from Line a and enter the result in Line 25B. Do not enter an amount less than zero. <table border="1" style="width: 100%; border-collapse: collapse;"> <tbody> <tr> <td style="text-align: center;">a.</td> <td>IRS Housing and Utilities Standards; mortgage/rent expense</td> <td style="text-align: right;">\$</td> </tr> <tr> <td style="text-align: center;">b.</td> <td>Average Monthly Payment for any debts secured by your home, if any, as stated in Line 47</td> <td style="text-align: right;">\$</td> </tr> <tr> <td style="text-align: center;">c.</td> <td>Net mortgage/rental expense</td> <td style="text-align: right;">Subtract Line b from Line a.</td> </tr> </tbody> </table>			a.	IRS Housing and Utilities Standards; mortgage/rent expense	\$	b.	Average Monthly Payment for any debts secured by your home, if any, as stated in Line 47	\$	c.	Net mortgage/rental expense	Subtract Line b from Line a.							
a.	IRS Housing and Utilities Standards; mortgage/rent expense	\$																	
b.	Average Monthly Payment for any debts secured by your home, if any, as stated in Line 47	\$																	
c.	Net mortgage/rental expense	Subtract Line b from Line a.																	
26	Local Standards: housing and utilities; adjustment. If you contend that the process set out in Lines 25A and 25B does not accurately compute the allowance to which you are entitled under the IRS Housing and Utilities Standards, enter any additional amount to which you contend you are entitled, and state the basis for your contention in the space below:																		

27A	Local Standards: transportation; vehicle operation/public transportation expense. You are entitled to an expense allowance in this category regardless of whether you pay the expenses of operating a vehicle and regardless of whether you use public transportation. Check the number of vehicles for which you pay the operating expenses or for which the operating expenses are included as a contribution to your household expenses in Line 7. ☐ 0 ☐ 1 ☐ 2 or more. If you checked 0, enter on Line 27A the "Public Transportation" amount from IRS Local Standards: Transportation. If you checked 1 or 2 or more, enter on Line 27A the "Operating Costs" amount from IRS Local Standards: Transportation for the applicable number of vehicles in the applicable Metropolitan Statistical Area or Census Region. (These amounts are available at www.usdoj.gov/ust or from the clerk of the bankruptcy court.)	\$									
27B	Local Standards: transportation; additional public transportation expense. If you pay the operating expenses for a vehicle and also use public transportation, and you contend that you are entitled to an additional deduction for your public transportation expenses, enter on Line 27B the "Public Transportation" amount from the IRS Local Standards: Transportation. (This amount is available at www.usdoj.gov/ust or from the clerk of the bankruptcy court.)	\$									
28	Local Standards: transportation ownership/lease expense; Vehicle 1. Check the number of vehicles for which you claim an ownership/lease expense. (You may not claim an ownership/lease expense for more than two vehicles.) ☐ 1 ☐ 2 or more. Enter, in Line a below, the "Ownership Costs" for "One Car" from the IRS Local Standards: Transportation (available at www.usdoj.gov/ust or from the clerk of the bankruptcy court); enter in Line b the total of the Average Monthly Payments for any debts secured by Vehicle 1, as stated in Line 47; subtract Line b from Line a and enter the result in Line 28. Do not enter an amount less than zero. <table border="1"> <tr> <td>a.</td> <td>IRS Transportation Standards: Ownership Costs</td> <td>\$</td> </tr> <tr> <td>b.</td> <td>Average Monthly Payment for any debts secured by Vehicle 1, as stated in Line 47</td> <td>\$</td> </tr> <tr> <td>c.</td> <td>Net ownership/lease expense for Vehicle 1</td> <td>Subtract Line b from Line a.</td> </tr> </table>	a.	IRS Transportation Standards: Ownership Costs	\$	b.	Average Monthly Payment for any debts secured by Vehicle 1, as stated in Line 47	\$	c.	Net ownership/lease expense for Vehicle 1	Subtract Line b from Line a.	\$
a.	IRS Transportation Standards: Ownership Costs	\$									
b.	Average Monthly Payment for any debts secured by Vehicle 1, as stated in Line 47	\$									
c.	Net ownership/lease expense for Vehicle 1	Subtract Line b from Line a.									
29	Local Standards: transportation ownership/lease expense; Vehicle 2. Complete this Line only if you checked the "2 or more" Box in Line 28. Enter, in Line a below, the "Ownership Costs" for "One Car" from the IRS Local Standards: Transportation (available at www.usdoj.gov/ust or from the clerk of the bankruptcy court); enter in Line b the total of the Average Monthly Payments for any debts secured by Vehicle 2, as stated in Line 47; subtract Line b from Line a and enter the result in Line 29. Do not enter an amount less than zero. <table border="1"> <tr> <td>a.</td> <td>IRS Transportation Standards: Ownership Costs</td> <td>\$</td> </tr> <tr> <td>b.</td> <td>Average Monthly Payment for any debts secured by Vehicle 2, as stated in Line 47</td> <td>\$</td> </tr> <tr> <td>c.</td> <td>Net ownership/lease expense for Vehicle 2</td> <td>Subtract Line b from Line a.</td> </tr> </table>	a.	IRS Transportation Standards: Ownership Costs	\$	b.	Average Monthly Payment for any debts secured by Vehicle 2, as stated in Line 47	\$	c.	Net ownership/lease expense for Vehicle 2	Subtract Line b from Line a.	\$
a.	IRS Transportation Standards: Ownership Costs	\$									
b.	Average Monthly Payment for any debts secured by Vehicle 2, as stated in Line 47	\$									
c.	Net ownership/lease expense for Vehicle 2	Subtract Line b from Line a.									
30	Other Necessary Expenses: taxes. Enter the total average monthly expense that you actually incur for all federal, state, and local taxes, other than real estate and sales taxes, such as income taxes, self employment taxes, social security taxes, and Medicare taxes. Do not include real estate or sales taxes.	\$									
31	Other Necessary Expenses: involuntary deductions for employment. Enter the total average monthly deductions that are required for your employment, such as mandatory retirement contributions, union dues, and uniform costs. Do not include discretionary amounts, such as voluntary 401(k) contributions.	\$									
32	Other Necessary Expenses: life insurance. Enter total average monthly premiums that you actually pay for term life insurance for yourself. Do not include premiums for insurance on your dependents, for whole life or for any other form of insurance.	\$									
33	Other Necessary Expenses: court-ordered payments. Enter the total monthly amount that you are required to pay pursuant to the order of a court or administrative agency, such as spousal or child support payments. Do not include payments on past due obligations included in line 49.	\$									
34	Other Necessary Expenses: education for employment or for a physically or mentally challenged child. Enter the total average monthly amount that you actually expend for education that is a condition of employment and for education that is required for a physically or mentally challenged dependent child for whom no public education providing similar services is available.	\$									
35	Other Necessary Expenses: childcare. Enter the total average monthly amount that you actually expend on childcare - such as baby-sitting, day care, nursery and preschool. Do not include other educational payments.	\$									
36	Other Necessary Expenses: health care. Enter the total average monthly amount that you actually expend on health care that is required for the health and welfare of yourself or your dependents, that is not reimbursed by insurance or paid by a health savings account, and that is in excess of the amount entered in Line 24B. Do not include payments for health insurance or health savings accounts listed in Line 39.	\$									

37	Other Necessary Expenses: telecommunication services. Enter the total average monthly amount that you actually pay for telecommunication services other than your basic home telephone and cell phone service - such as pagers, call waiting, caller id, special long distance, or internet service-to the extent necessary for your health and welfare or that of your dependents. Do not include any amount previously deducted.	\$									
38	Total Expenses Allowed under IRS Standards. Enter the total of Lines 24 through 37.	\$									
Subpart B: Additional Living Expense Deductions Note: Do not include any expenses that you have listed in Lines 24-37											
39	Health Insurance, Disability Insurance, and Health Savings Account Expenses. List the monthly expenses in the categories set out in lines a-c below that are reasonably necessary for yourself, your spouse, or your dependents. <table border="1"> <tr> <td>a.</td> <td>Health Insurance</td> <td>\$</td> </tr> <tr> <td>b.</td> <td>Disability Insurance</td> <td>\$</td> </tr> <tr> <td>c.</td> <td>Health Savings Account</td> <td>\$</td> </tr> </table> Total and enter on Line 39 If you do not actually expend this total amount, state your actual total average monthly expenditures in the space below: \$	a.	Health Insurance	\$	b.	Disability Insurance	\$	c.	Health Savings Account	\$	\$
a.	Health Insurance	\$									
b.	Disability Insurance	\$									
c.	Health Savings Account	\$									
40	Continued contributions to the care of household or family members. Enter the total average actual monthly expenses that you will continue to pay for the reasonable and necessary care and support of an elderly, chronically ill, or disabled member of your household or member of your immediate family who is unable to pay for such expenses. Do not include payments listed in Line 34.	\$									
41	Protection against family violence. Enter the total average reasonably necessary monthly expenses that you actually incur to maintain the safety of your family under the Family Violence Prevention and Services Act or other applicable federal law. The nature of these expenses is required to be kept confidential by the court.	\$									
42	Home energy costs. Enter the total average monthly amount, in excess of the allowance specified by IRS Local Standards for Housing and Utilities that you actually expend for home energy costs. You must provide your case trustee with documentation of your actual expenses, and you must demonstrate that the additional amount claimed is reasonable and necessary.	\$									
43	Education expenses for dependent children under 18. Enter the total average monthly expenses that you actually incur, not to exceed \$147.92 per child, for attendance at a private or public elementary or secondary school by your dependent children less than 18 years of age. You must provide your case trustee with documentation of your actual expenses, and you must explain why the amount claimed is reasonable and necessary and not already accounted for in the IRS Standards.	\$									
44	Additional food and clothing expense. Enter the total average monthly amount by which your food and clothing expenses exceed the combined allowances for food and clothing (apparel and services) in the IRS National Standards, not to exceed 5% of those combined allowances. (This information is available at www.usdoj.gov/ust/ or from the clerk of the bankruptcy court.) You must demonstrate that the additional amount claimed is reasonable and necessary.	\$									
45	Charitable contributions. Enter the amount reasonably necessary for you to expend each month on charitable contributions in the form of cash or financial instruments to a charitable organization as defined in 26 U.S.C. § 170(c)(1)-(2). Do not include any amount in excess of 15% of your gross monthly income.	\$									
46	Total Additional Expense Deductions under § 707(b). Enter the total of Lines 39 through 45.	\$									

Subpart C: Deductions for Debt Payment																
47	Future payments on secured claims. For each of your debts that is secured by an interest in property that you own, list the name of creditor, identify the property securing the debt, state the Average Monthly Payment, and check whether the payment includes taxes or insurance. The Average Monthly Payment is the total of all amounts scheduled as contractually due to each Secured Creditor in the 60 months following the filing of the bankruptcy case, divided by 60. If necessary, list additional entries on a separate page. Enter the total of the Average Monthly Payments on Line 47. <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">Name of Creditor</th> <th style="width: 35%;">Property Securing the Debt</th> <th style="width: 15%;">Average Monthly Payment</th> <th style="width: 40%;">Does payment include taxes or insurance?</th> </tr> </thead> <tbody> <tr> <td>a.</td> <td></td> <td>\$</td> <td>☐ Yes ☐ No</td> </tr> <tr> <td colspan="2"></td> <td colspan="2" style="text-align: right;">Total: Add Lines</td> </tr> </tbody> </table>				Name of Creditor	Property Securing the Debt	Average Monthly Payment	Does payment include taxes or insurance?	a.		\$	☐ Yes ☐ No			Total: Add Lines	
Name of Creditor	Property Securing the Debt	Average Monthly Payment	Does payment include taxes or insurance?													
a.		\$	☐ Yes ☐ No													
		Total: Add Lines														
48	Other payments on secured claims. If any of debts listed in Line 47 are secured by your primary residence, a motor vehicle, or other property necessary for your support or the support of your dependents, you may include in your deduction 1/60th of any amount (the "cure amount") that you must pay the creditor in addition to the payments listed in Line 47, in order to maintain possession of the property. The cure amount would include any sums in default that must be paid in order to avoid repossession or foreclosure. List and total any such amounts in the following chart. If necessary, list additional entries on a separate page. <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">Name of Creditor</th> <th style="width: 35%;">Property Securing the Debt</th> <th style="width: 35%;">1/60th of the Cure Amount</th> </tr> </thead> <tbody> <tr> <td>a.</td> <td></td> <td>\$</td> </tr> <tr> <td colspan="2"></td> <td style="text-align: right;">Total: Add Lines</td> </tr> </tbody> </table>				Name of Creditor	Property Securing the Debt	1/60th of the Cure Amount	a.		\$			Total: Add Lines			
Name of Creditor	Property Securing the Debt	1/60th of the Cure Amount														
a.		\$														
		Total: Add Lines														
49	Payments on prepetition priority claims. Enter the total amount, divided by 60, of all priority claims, such as priority tax, child support and alimony claims, for which you were liable at the time of your bankruptcy filing. Do not include current obligations, such as those set out in Line 33.															
50	Chapter 13 administrative expenses. Multiply the amount in Line a by the amount in Line b, and enter the resulting administrative expense. <table border="1" style="width: 100%; border-collapse: collapse;"> <tbody> <tr> <td style="width: 5%;">a.</td> <td style="width: 45%;">Projected average monthly Chapter 13 plan payment</td> <td style="width: 50%;">\$</td> </tr> <tr> <td>b.</td> <td>Current multiplier for your district as determined under schedules issued by the Executive Office for United States Trustees. (This information is available at www.usdoj.gov/ust/ or from the clerk of the bankruptcy court.)</td> <td>x</td> </tr> <tr> <td>c.</td> <td>Average monthly administrative expense of chapter 13 case</td> <td>Total: Multiply Lines a and b</td> </tr> </tbody> </table>				a.	Projected average monthly Chapter 13 plan payment	\$	b.	Current multiplier for your district as determined under schedules issued by the Executive Office for United States Trustees. (This information is available at www.usdoj.gov/ust/ or from the clerk of the bankruptcy court.)	x	c.	Average monthly administrative expense of chapter 13 case	Total: Multiply Lines a and b			
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c.	Average monthly administrative expense of chapter 13 case	Total: Multiply Lines a and b														
51	Total Deductions for Debt Payment. Enter the total of Lines 47 through 50.															
Subpart D: Total Deductions from Income																
52	Total of all deductions from income. Enter the total of Lines 38, 46, and 51.															
Part V. DETERMINATION OF DISPOSABLE INCOME UNDER § 1325(b)(2)																
53	Total current monthly income. Enter the amount from Line 20.															
54	Support income. Enter the monthly average of any child support payments, foster care payments, or disability payments for a dependent child, reported in Part I, that you received in accordance with applicable nonbankruptcy law, to the extent reasonably necessary to be expended for such child.															
55	Qualified retirement deductions. Enter the monthly total of (a) all amounts withheld by your employer from wages as contributions for qualified retirement plans, as specified in § 541(b)(7) and (b) all required repayments of loans from retirement plans, as specified in § 562(b)(19).															
56	Total of all deductions allowed under § 707(b)(2). Enter the amount from Line 52.															

57	Deduction for special circumstances. If there are special circumstances that justify additional expenses for which there is no reasonable alternative, describe the special circumstances and the resulting expenses in lines a-c below. If necessary, list additional entries on a separate page. Total the expenses and enter the total in Line 57. You must provide your case trustee with documentation of these expenses and you must provide a detailed explanation of the special circumstances that make such expense necessary and reasonable. <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;">a.</th> <th style="width: 45%;">Nature of special circumstances</th> <th style="width: 50%;">Amount of Expense</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">a.</td> <td></td> <td>\$</td> </tr> <tr> <td style="text-align: center;">b.</td> <td></td> <td>\$</td> </tr> <tr> <td style="text-align: center;">c.</td> <td></td> <td>\$</td> </tr> <tr> <td colspan="2" style="text-align: right;">Total: Add Lines</td> <td>\$</td> </tr> </tbody> </table>	a.	Nature of special circumstances	Amount of Expense	a.		\$	b.		\$	c.		\$	Total: Add Lines		\$					
a.	Nature of special circumstances	Amount of Expense																			
a.		\$																			
b.		\$																			
c.		\$																			
Total: Add Lines		\$																			
58	Total adjustments to determine disposable income. Add the amounts on Lines 54, 55, 56, and 57 and enter the result.		\$																		
59	Monthly Disposable Income Under § 1325(b)(2). Subtract Line 58 from Line 53 and enter the result.		\$																		
Part VI. ADDITIONAL EXPENSE CLAIMS																					
60	Other Expenses. List and describe any monthly expenses, not otherwise stated in this form, that are required for the health and welfare of you and your family and that you contend should be an additional deduction from your current monthly income under § 707(b)(2)(A)(ii)(I). If necessary, list additional sources on a separate page. All figures should reflect your average monthly expense for each item. Total the expenses. <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;">a.</th> <th style="width: 55%;">Expense Description</th> <th style="width: 40%;">Monthly Amount</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">a.</td> <td></td> <td>\$</td> </tr> <tr> <td style="text-align: center;">b.</td> <td></td> <td>\$</td> </tr> <tr> <td style="text-align: center;">c.</td> <td></td> <td>\$</td> </tr> <tr> <td style="text-align: center;">d.</td> <td></td> <td>\$</td> </tr> <tr> <td colspan="2" style="text-align: right;">Total: Add Lines a, b, c and d</td> <td>\$</td> </tr> </tbody> </table>			a.	Expense Description	Monthly Amount	a.		\$	b.		\$	c.		\$	d.		\$	Total: Add Lines a, b, c and d		\$
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a.		\$																			
b.		\$																			
c.		\$																			
d.		\$																			
Total: Add Lines a, b, c and d		\$																			
Part VII. VERIFICATION																					
61	I declare under penalty of perjury that the information provided in this statement is true and correct. <i>(If this is a joint case, both debtors must sign.)</i> Date: <u>April 20, 2011</u> Signature: <u>/s/ Melissa Jean Marks</u> Melissa Jean Marks (Debtor)																				

Current Monthly Income Details for the Debtor

Debtor Income Details:

Income for the Period 10/01/2010 to 03/31/2011.

Line 2 - Gross wages, salary, tips, bonuses, overtime, commissions

Source of Income: Motley Rice, LLC

Income by Month:

6 Months Ago:	10/2010	\$3,335.68
5 Months Ago:	11/2010	\$3,335.67
4 Months Ago:	12/2010	\$4,189.75
3 Months Ago:	01/2011	\$3,607.00
2 Months Ago:	02/2011	\$3,607.00
Last Month:	03/2011	\$3,607.00
Average per month:		\$3,560.36

Remarks:

The debtor receives a paycheck every 2 weeks. In December 2010, she received two paychecks and a Christmas bonus.

Line 2 - Gross wages, salary, tips, bonuses, overtime, commissions

Source of Income: Motley Rice, LLC Christmas Bonus

Income by Month:

6 Months Ago:	10/2010	\$0.00
5 Months Ago:	11/2010	\$0.00
4 Months Ago:	12/2010	\$2,500.00
3 Months Ago:	01/2011	\$0.00
2 Months Ago:	02/2011	\$0.00
Last Month:	03/2011	\$0.00
Average per month:		\$416.67

Remarks:

Debtor received a \$5000 merit bonus in December 2010, it is shown here divided by two to show an accurate impact on her income over the last six months since this is a yearly bonus. The merit bonus fluctuates from year to year, and the bonus in December 2010, was a larger bonus because the debtor's boss made partner at the law firm.

UNITED STATES BANKRUPTCY COURT
DISTRICT OF SOUTH CAROLINA

IN RE:

Melissa Jean Marks
209 Presidential Court
Round O, SC 29474
SSN xxx-xx-6701

DEBTOR

CASE NO: 11-02619
CHAPTER: 13NOTICE OF PLAN MODIFICATION BEFORE
CONFIRMATION, AMENDED CHAPTER 13
PLAN, MOTIONS TO VALUE SECURITY,
AVOID JUDICIAL LIEN, AVOID A
NONPURCHASE-MONEY, NONPOSSESSORY
SECURITY INTEREST AND LIEN, AND/OR
TO ASSUME OR REJECT AN EXECUTORY
CONTRACT/UNEXPIRED LEASE

I. NOTICE TO AFFECTED CREDITORS AND PARTIES IN INTEREST: The above-captioned debtor¹ previously proposed a chapter 13 plan and motions; debtor now moves, pursuant to 11 U.S.C. § 1323 and Fed. R. Bankr. P. 2002(a)(5), to modify the proposed plan and motions as detailed below:

The debtor's plan is amended to extend the length of the plan in order to resolve Chapter 13 Trustee's objection. No other specific creditor or other party in interest is directly affected by the change.

This modification to the chapter 13 plan and motions, and the remaining terms of the chapter 13 plan and motions set forth below, may affect your rights. Failure to object may constitute an implied acceptance of and consent to the relief requested.

A. ADDITIONS, MODIFICATIONS, OR DELETIONS: All additions or modifications to the Court's form plan (See exhibits to SC LBR 3015-1 and 3015-2, "SC LBR" refers to the SC Local Bankruptcy Rules, available at www.scb.uscourts.gov) are highlighted by italics. Deletions are noted as "Not Applicable" or by striking through the deleted provisions. If changes are substantial or if an alternative plan is proposed, a cover sheet that summarizes and identifies the changes shall be filed and served herewith.

B. DEADLINE FOR FILING OBJECTIONS, NOTICE OF HEARING ON CONFIRMATION OF CHAPTER 13 PLAN AND MOTIONS: Objections to the motions and any provision of the plan must be made in accordance with SC LBR 9014-1, properly served, and filed with the United States Bankruptcy Court, 1100 Laurel Street, Columbia, SC 29201, within twenty-eight (28) days from the date this document is filed. Timely objections will be heard at the confirmation hearing, notice of which is given separately in the Notice of Meeting of Creditors. If a timely objection is filed after the confirmation hearing, a separate hearing on the objection will be scheduled and notice of such a hearing will be given. If no timely objection is filed, the Court, upon recommendation of the chapter 13 trustee and without further hearing or notice, may enter an order confirming the plan and granting the motions.

II. MOTION TO VALUE SECURITY, AVOID JUDICIAL LIEN, AVOID A NONPURCHASEMONEY, NONPOSSESSORY SECURITY INTEREST AND LIEN, AND/OR TO ASSUME OR REJECT AN EXECUTORY CONTRACT/UNEXPIRED LEASE. The debtor requests that confirmation of this plan alter the rights of the following creditor:

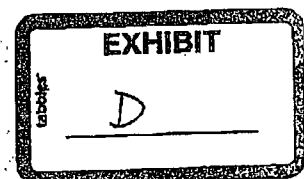
A. Nonpossessory, Nonpurchase-Money Lien: The debtor moves, pursuant to 11 U.S.C. § 522(f), to avoid the following nonpossessory, nonpurchase-money security interest and lien in household goods:

Name of creditor and description of property securing lien	Value of Debtor's interest in property	Total of all other liens	Exemption Claimed	Estimated security interest/debt	Security interest Not avoided (see IV(B)(4) below)	Security interest to be avoided (see IV(E) below)
N/A						

B. Judicial Lien: The debtor moves, pursuant to 11 U.S.C. § 522(f), to avoid the following judicial lien:²

¹ When used herein, the term "debtor" shall apply as applicable either in the singular or in the plural, if there are joint debtors in the case.

² For co-owned property, see *In re Ware*, 274 B.R. 205 (Bankr. D.S.C. 2001) and Exhibit C to SC LBR 4003-2.



Name of creditor and description of property securing lien	Value of Debtor's interest in property	Total of all other liens	Document Claimed	Estimated judicial lien	Judicial lien Not avoided (see IV(B)(4) below)	Judicial lien avoided (see IV(E) below)
N/A						

C. Valuation of Security: The debtor moves, in accordance with 11 U.S.C. § 506, to establish the value of a lien as follows:

Name of creditor and description of property securing lien	Value of Debtor's interest in property	Holder and amount of superior liens	Estimate of creditor's claim	Value of lien (see IV(B)(4) below)	Unsecured claim after valuation (see IV(E) below)
N/A					

D. Assumption or Rejection of Executory Contract/Unexpired Lease: The debtor moves for the assumption of the following executory contract and/or unexpired lease. The debtor agrees to abide by all terms of the agreement and to cure any pre-petition arrearage or default in the manner below. Any executory contract or unexpired lease not specifically mentioned is rejected.

Name of Creditor and lease or contract to be assumed	Amount of regular payment	Estimated amount of Default (state if none)	Cure Provisions for any default paid by (Debtor or trustee)	Regular payments to be paid by Debtor directly to creditor beginning (month/year)
N/A				

III. THE CHAPTER 13 PLAN: PAYMENT OBLIGATIONS OF THE DEBTOR.

A. Payments from the debtor to the chapter 13 trustee (the "trustee"): The debtor submits to the supervision and control of the trustee all or such portion of future earnings or other future income as is necessary for the execution of the plan. In addition, the debtor will pay to the trustee any portion of a recovery under a pre-petition claim or cause of action that constitutes disposable income or is not exempt.

The debtor shall pay to the trustee the sum of \$170.00 per month for a period of 48 months unless all allowed claims (other than long-term claims) are fully paid pursuant to the plan.

B. Payments from the debtor directly to creditors: The debtor shall pay all post-petition priority obligations, including but not limited to taxes and post-petition domestic support, and pay regular payments on assumed executory contracts or leases, directly to the holder of the claim as the obligations come due, unless otherwise ordered by the Court. The debtor may be required to pay some or a portion of pre-petition debts directly to a creditor in addition to required payments to the trustee, as indicated in paragraph II(D) above and/or in the paragraphs that follow.

IV. PLAN DISTRIBUTIONS TO CREDITORS. To receive a distribution from the trustee, a proof of claim, including adequate supporting documentation, must be filed with the Court. If a claim designated in this plan as secured is filed as an unsecured claim and the plan is confirmed, the claim may be treated as unsecured for purposes of plan distributions by the trustee. If a creditor files a proof of claim alleging that the claim is secured, but does not timely object to the confirmation of the plan and the claim is treated as unsecured in a confirmed plan, the claim may be treated as unsecured for purposes of plan distributions by the trustee. Confirmation of this plan does not bar a party in interest from objecting to a claim. The trustee, after the deduction of the trustee's commission and expenses, or the debtor, as indicated, shall make payments as follows:

A. Attorney for the debtor:

1. The debtor and the debtor's attorney have agreed to an attorney's fee in the amount of \$3,000.00 for the services identified in the Rule 2016(b) disclosure statement filed in this case. The amount of \$486.00 was paid prior to the filing of the case. The remaining fee shall be disbursed by the trustee as follows: Following confirmation of the plan and unless the Court orders otherwise, the trustee shall disburse \$500.00 to the attorney from the initial disbursement.³ Thereafter, the balance of the attorney's compensation as allowed by the Court shall be paid, to the extent then due, with all funds remaining each month after payment of allowed secured claims and pre-petition arrearages on domestic support obligations. In instances where an attorney assumes representation in a pending *pro se* case and a plan is confirmed, a separate order may be entered by the Court, without further notice, which allows for the payment of a portion of the attorney's fees in advance of payments

³ The chapter 13 trustee shall not at any time disburse to the debtor's attorney more than: (a) the unpaid balance of (1) the fee to be paid under the plan pursuant to paragraph 1 herein, or (2) the fee previously applied for and authorized pursuant to paragraph 2 herein, plus (b) any supplemental fee then applied for and authorized under the terms of the applicable Procedures for Approval of Attorney's Fees in Chapter 13 Cases.

2. If, as an alternative to the above treatment, the debtor's attorney has received a retainer and cost advance and agreed to file fee applications for compensation and expenses in this case pursuant to 11 U.S.C. § 330, the retainer and cost advance shall be held in trust until fees and expense reimbursements are approved by the Court. Prior to the filing of this case, the attorney has received \$N/A and for plan confirmation purposes only, the fees and expenses of counsel are estimated at \$N/A or less.

B. Secured-Creditor Claims: The plan treats secured claims as follows:

1. General Provisions: The terms of the debtor's pre-petition agreement with a secured creditor shall continue to apply except as modified by this plan, the order confirming the plan, or other order of the Court. Holders of secured claims shall retain liens to the extent provided by 11 U.S.C. § 1325(a)(5)(B)(i). Secured creditors paid the full secured claim provided for by this plan shall timely satisfy any liens in the manner required by applicable law or order of this Court. Any creditor holding a claim secured by property that is removed from the protection of the automatic stay by order, surrender, or through operation of the plan will receive no further distribution from the chapter 13 trustee on account of any secured claim. This also applies to creditors who may claim an interest in, or lien on, property that is removed from the protection of the automatic stay by another lienholder or released to another lienholder, unless the Court orders otherwise. Any funds that would have been paid to any such creditor will be distributed according to the remaining terms of the plan. (The preceding language does not apply if the sole reason for its application arises under 11 U.S.C. § 362(c)(3) or (c)(4)). Any creditor affected by this provision may file an itemized proof of claim for any unsecured deficiency within a reasonable time after the removal of the property from the protection of the automatic stay. Secured creditors that will be paid directly by the debtor may send standard payment and escrow notices, payment coupons, or inquiries about insurance, and such action will not be considered a violation of the automatic stay.

2. Long-term or mortgage debt, No default: The debtor is current on obligations to Nationstar Mortgage, LLC and will continue regular payments directly to that creditor. Description of collateral: Detitle mobile home and lot located at 209 Presidential Court, Round O, SC 29474

3. Long term or mortgage debt, Curing default: 11 U.S.C. 1322(b)(3) and/or (5):

a. Arrearage payments. The trustee shall pay the arrearage as stated in the creditor's allowed claim or as otherwise ordered by the Court to N/A at the rate of \$N/A or more per month, for (describe collateral here), including 0% interest. The creditor shall apply trustee payments solely to those designated arrearages, i.e., those arrearages accruing before the month specified in (b) below. For so long as the debtor complies with this plan, a creditor may not declare a default based on any payment delinquency to be cured by this paragraph and the creditor shall not impose any post-petition fee on account of any arrearage paid by the trustee.

b. Maintenance of regular non-arrearage payments. Beginning N/A the Debtor shall pay directly to the creditor non-arrearage payments arising under the agreement with the secured creditor. The creditor shall apply each payment under this paragraph solely to post-petition obligations that accrue during or after the month specified herein.

4. Secured portion of claims altered by valuation and lien avoidance: The trustee shall pay N/A the sum of \$N/A or more per month, including 5.25% interest until the secured claim of \$N/A established above is paid in full. The remaining portion of the allowed claim will be treated as a general unsecured claim.

5. Other secured debts (allowed claim to be paid in full without valuation or avoidance of lien): The trustee shall pay N/A the sum of \$N/A or more per month, including 5.25% interest until the allowed secured claim is paid in full.

The trustee shall pay N/A the sum of \$N/A or more per month, including 5.25% interest until the allowed secured claim is paid in full.

6. Surrender of property: The debtor will surrender the following property upon confirmation of the plan. The order confirming plan shall terminate the automatic stay as to that property: N/A. Any creditor affected by this provision may file an itemized proof of claim for any unsecured deficiency within a reasonable time after the surrender of the property.

7. Secured tax debt: The trustee shall pay N/A the sum of \$N/A or more per month until the (net balance or value) of creditor's secured claim including N/A% interest has been paid. If the lien is to be valued, the debtor shall file a separate

Document Page 4 of 5
motion to value the claim and establish priority of any remaining tax obligations. If a tax priority creditor files a claim designated as secured, is not treated as secured in this paragraph, and does not timely object to confirmation of this plan, then the claim may be paid as a priority claim for purposes of distributions from the trustee.

C. Priority Creditors: Priority claims shall be paid as follows:

1. Domestic Support Claims. 11 U.S.C. § 507(a)(1):

a. Pre-petition arrearages. The trustee shall pay the pre-petition domestic support obligation arrearage to N/A, at the rate of \$N/A or more per month until the balance, without interest, is paid in full.

b. The debtor shall pay all post-petition domestic support obligations as defined in 11 U.S.C. § 101(14A) on a timely basis directly to the creditor.

c. Any party entitled to collect child support or alimony under applicable non-bankruptcy law may collect those obligations coming due after this case was filed from the income or assets of the debtor-parent/spouse without further order or relief from the automatic stay. (Any claim for child support or alimony due before this case was filed must be collected in accordance with 11 U.S.C. § 507(a)(1) and 11 U.S.C. § 1322(a)(2).)

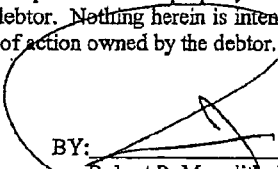
2. Other Priority debt. The trustee shall pay all remaining pre-petition 11 U.S.C. § 507 priority claims on a *pro rata* basis.

D. Executory Contracts and Unexpired Leases: Regular payments that arise post-petition under an executory contract or lease that is being assumed shall be paid directly by the debtor according to the terms of the contract or lease. Pre-petition defaults will be cured by payments of the sum of \$N/A or more per month by the trustee or the debtor according to paragraph-II(D). Claims arising from the rejection of executory contracts or leases shall be general unsecured claims unless otherwise ordered by the Court.

E. General Unsecured Creditors: General unsecured creditors shall be paid allowed claims *pro rata* by the trustee to the extent that funds are available after payment of all other allowed claims. The debtor does not propose to pay 100% of general unsecured claims.

V. PROPERTY OF THE ESTATE, STATUS AND OBLIGATIONS OF THE DEBTOR AFTER CONFIRMATION: Upon confirmation of the plan, property of the estate will remain property of the estate, but possession of property of the estate shall remain with the debtor. The chapter 13 trustee shall have no responsibility regarding the use or maintenance of property of the estate. The debtor is responsible for protecting the non-exempt value of all property of the estate and for protecting the estate from any liability resulting from operation of a business by the debtor. Nothing herein is intended to waive or affect adversely any rights of the debtor, the trustee, or party with respect to any causes of action owned by the debtor.

Date: 6/8/11

BY: 

Robert R. Meredith, Jr.
Elizabeth R. H. Jenkins
Meredith Law Firm, LLC
Attorneys for Debtors
District Court ID No. 6152
4000 Faber Place Drive, Suite 120
North Charleston, SC 29405
843-529-9000

CERTIFICATE OF SERVICE

The above signing parties certify that the foregoing Notice, Plan and Motions was served on all creditors and parties in interest entitled to such notice on the above stated date. The parties served are individually listed on the accompanying list or mailing matrix.

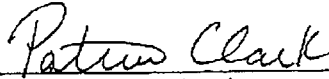
VIA US MAIL

Melissa Jean Marks
209 Presidential Court
Round O, SC 29474

ELECTRONICALLY

James M. Wyman, Esquire
Chapter 13 Trustee
PO Box 997
Mt. Pleasant, SC 29465-0997

Date: 6/8/11



Patricia Clark, Legal Assistant to
Robert R. Meredith, Jr.
Elizabeth R. H. Jenkins
Meredith Law Firm, LLC
Attorneys for Debtor
District Court ID No. 6152
4000 Faber Place Drive, Suite 120
North Charleston, SC 29405
843-529-9000

Form 162aBNC (Revised 01/01/2009)

United States Bankruptcy Court - District of South Carolina
J. Bratton Davis United States
Bankruptcy Courthouse
1100 Laurel Street
Columbia, SC 29201-2423

Case Number: 11-02619-jw

Chapter: 13

In re: (Debtor(s) name(s) used by the debtor(s) in the last 8 years, including married, maiden, trade, and address)

Melissa Jean Marks
aka Melissa Jean Tanner
209 Presidential Ct
Round O, SC 29474

SSN: xxx-xx-6701

Entered By The Court
6/21/11

ORDER CONFIRMING PLAN AND RESOLVING MOTIONS

Filed By The Court

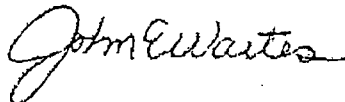
6/21/11

Tammi M. Hellwig
Clerk of Court
US Bankruptcy Court

It having been determined after notice and hearing that the plan filed by the debtor(s)¹ on 06/08/2011, as modified on N/A, complies with the provisions of Chapter 13 (11 U.S.C. § 1301 et seq.), and with all other applicable provisions of Title 11 of the United States Code and that all fees and charges to be paid before confirmation have been paid;

IT IS ORDERED THAT:

1. The plan is confirmed.
2. The debtor shall not incur indebtedness nor sell, encumber, or otherwise transfer any interest in estate property outside the ordinary course of business without approval of the court.
3. The court hereby values secured claims and voids liens as set forth in the confirmed plan or as established by separate order to the extent permitted by 11 U.S.C. § 506 (a), 506(d), § 1325(a), and applicable law.
4. Pursuant to 11 U.S.C. § 522(f)(1)(A) and/or (B), the court hereby finds that the security interests to be avoided as set forth in the confirmed plan or by separate order impair an exemption to which the debtor would otherwise be entitled under 11 U.S.C. § 522(b) and South Carolina Code § 15-41-30 and are, therefore, avoided.



Chief United States Bankruptcy Judge

Date: June 21, 2011

Document 12 - 3, 9

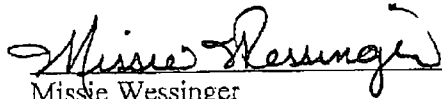
¹ When used herein, the term "debtor" shall apply as applicable either in the singular or in the plural, if there are joint debtors in the case.

CERTIFICATE OF SERVICE
2012-CP-15-262

I HEREBY CERTIFY that on this 16th day of July, 2012, a copy of Nationstar Mortgage, LLC's Memorandum in Opposition to Plaintiff's Motion for Summary Judgment and Affidavit of Harriet Pollitt Wallace were mailed by first-class mail, postage prepaid, to:

Melissa J. Marks
209 Presidential Court
Round O, SC 29474

John Fulton Knobloch, Esquire
808 Johnnie Dodds Blvd.
Mt. Pleasant, SC 29464



Missie Wessinger
Paralegal to Harriet Pollitt Wallace
ROGERS TOWNSEND & THOMAS, PC
220 Executive Center Drive (29210)
Columbia, SC 29202-3200
(803) 771-7900

ATTORNEY FOR DEFENDANT NATIONSTAR
MORTGAGE, LLC

Marks v. Old South Mortgage Corporation et al. C/A # 12-CP-15-00262

From: **Harriet Wallace** (Harriet.Wallace@rtt-law.com) [v]
Sent: Mon 7/23/12 12:15 PM
To: pbucknerj@sccourts.org (pbucknerj@sccourts.org)
Cc: pbucknerlc@sccourts.org (pbucknerlc@sccourts.org); Melissa Marks (mjmarks68@hotmail.com) (mjmarks68@hotmail.com); Document Delivery (docs@kingknob.com) (docs@kingknob.com); Sheri McClendon (Sheri.McClendon@rtt-law.com)
: 1 attachment
Order Granting Nationstar's Motion to Intervene.docx (23.0 KB)

Judge Buckner,

I hope this email finds you well. As you requested at the hearing on July 18, attached please find the Proposed Order Granting Nationstar's Motion to Intervene, Denying Nationstar's Motion to Substitute Parties, and Granting Plaintiff's Request for a Continuance of her Motion for Summary Judgment.

I have copied Ms. Marks, Mr. Knobloch, and your law clerk, and will also send a hard copy of the proposed order by mail with a self-addressed stamped envelope.

If you have any questions, please do not hesitate to contact me.

ROGERS TOWNSEND
ATTORNEYS AT LAW

Harriet Wallace
Shareholder
Direct 803.774.1846
Fax 803.543.7017
Rogers Townsend & Thomas, PC
220 Executive Center Dr.
Columbia, SC 29210
Main 803.771.7900
Visit us - rtt-law.com

NOTICES

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applicable law. If the reader of this message is not the intended recipient or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is wrongful, is strictly prohibited, and may subject you to civil liability. If you have received this communication in error, please immediately notify us by telephone at 803-771-7900 (Columbia office) or 704-442-9500 (Charlotte office) or by return e-mail, and destroy any copies (electronic, paper, or otherwise) that you may have of this communication.

DEBT COLLECTOR: This firm collects debts for mortgage lenders and other creditors. Any information obtained will be used for that purpose. However, if you have previously received a discharge in bankruptcy, this message is not and should not be construed as an attempt to collect a debt, but only as an attempt to enforce a lien.

IRS CIRCULAR 230 DISCLOSURE: To ensure compliance with certain U.S. Treasury regulations, we inform you that, unless expressly stated otherwise, any tax advice contained in this communication (including any attachments) is not intended or written to be used, and cannot be used, for the purpose of avoiding tax-related penalties that may be imposed by the IRS or to promote, market or recommend to any party any tax-related matter addressed herein. In addition, if any such tax advice is used or referred to by other parties in promoting, marketing or recommending any partnership or other entity, investment plan or arrangement, then (i) the advice should be construed as written in connection with the promotion or marketing by others of the transaction(s) or matter(s) addresses in this communication and (ii) the taxpayer should seek advice based on the taxpayer's particular circumstances from an independent tax advisor.

STATE OF SOUTH CAROLINA

COUNTY OF COLLETON

Melissa Jean Marks,

Plaintiff,

vs.

Old South Mortgage Corporation; John Does 1-100; Fictitious Corporations 1- 100; Nationstar Mortgage, LLC,

Defendant(s).

(501904-00001 HPW)

IN THE COURT OF COMMON PLEAS
FOURTEENTH JUDICIAL DISTRICT
DOCKET NO.: 2012-CP-15-00262

**ORDER GRANTING NATIONSTAR
MORTGAGE, LLC'S MOTION TO
INTERVENE, DENYING MOTION TO
SUBSTITUTE PARTIES, AND
GRANTING PLAINTIFF'S MOTION TO
CONTINUE HEARING ON MOTION
FOR SUMMARY JUDGMENT**

This matter came before me at a hearing on July 18, 2012, on Nationstar Mortgage, LLC's ("Nationstar") Motion to Intervene filed June 4, 2012, and Plaintiff's Motion for Summary Judgment filed May 14, 2012. Harriet Pollitt Wallace, Esquire, appeared on behalf of Nationstar Mortgage, LLC, John F. Knobloch, Esquire, appeared on behalf of Defendant Old South Mortgage Corporation, and Melissa Jean Marks appeared pro se. At the hearing, Ms. Marks moved for a continuance and leave to amend her Motion for Summary Judgment. These motions are also addressed in this Order.

Nationstar's Motion to Intervene

On April 6, 2012, Plaintiff filed a complaint in the Court of Common Pleas of Colleton County seeking declaratory and injunctive relief from her obligations under the note dated October 4, 2007, in the original principal sum of \$76,000 ("Note") payable to Old South Mortgage Company ("Old South") and mortgage of the same date ("Mortgage") on property located at 209 Presidential Court, Round O, South Carolina 29474-4374 ("Property") which secures the Note. The named defendants in the action are Old South Mortgage Corporation, John Does 1-100, and Fictitious Corporations 1-100.

Because Plaintiff was in bankruptcy at the time Nationstar learned of this action, Nationstar sought and obtained an Order Modifying Stay from the United States Bankruptcy Court for the District of South Carolina granting it leave to intervene and assert its rights to the Note and Mortgage. Nationstar then filed its Motion to Intervene claiming it is the current owner and holder of the Note and Mortgage, and is the real party in interest in this case. To that end, Nationstar presented the original Note, endorsed in blank, to the Court at the hearing.

Upon timely application, the court shall allow anyone to intervene in an action: “(1) when a statute confers an unconditional right to intervene; or (2) when the applicant claims an interest relating to the property or transaction which is the subject of the action and is so situated that the disposition of the action may as a practical matter impair or impede his ability to protect that interest.” Rule 24(a), SCRCF. Nationstar points to Section 15-53-80 of South Carolina’s Declaratory Judgment Act in support of relief under Rule 24(a)(1), which states that when declaratory relief is sought in an action “all persons shall be made parties who have or claim any interest which could be affected by the declaration, and no declarations shall prejudice the rights of persons not parties to the proceeding.” S.C. Code Ann. § 15-53-80 (West 2012).

I find that Nationstar may intervene as a matter of right because both prongs of Rule 24(a) are satisfied. Section 15-53-80 grants Nationstar an unconditional right to intervene because the Plaintiff seeks a declaratory judgment that could affect Nationstar’s claim under the Note and Mortgage, which satisfies Rule 24(a)(1). Nationstar claims an interest in the action that is not being protected by any other named party as contemplated in Rule 24(a)(2), because Old South is a dissolved corporation and is not claiming any interest in the Note and Mortgage, and none of the other defendants have been served. Since Plaintiff seeks declaratory and injunctive relief that would effectively allow her to avoid her obligations under the Note and Mortgage,

Nationstar is so situated that the disposition of the current action may, as a practical matter, impair or impede its ability to protect its' interests.

Despite Plaintiff's argument that allowing Nationstar to intervene would cause delay and expense as Old South consents to the relief Nationstar is seeking, and because John Does 1-100 and Pictitious Corporations 1-100 were not served with process, I find that no named party will be prejudiced by Nationstar's intervention in this case.

Thus, Nationstar's Motion to Intervene is hereby GRANTED, and Nationstar shall have thirty (30) days from July 18, 2012, to serve its answer. I further find that Nationstar may not file a Motion to Dismiss in lieu of an answer.

Nationstar's Motion to Substitute Parties

In its Motion to Intervene, Nationstar also asked the court to dismiss the named parties in this action and substitute Nationstar as the sole defendant pursuant to Rule 25, SCRCF. Rule 25(c) provides that an "action may be continued by or against the original party unless the court upon motion directs the person to whom the interest is transferred to be substituted in the action or joined with the original party." At this time, while Nationstar Mortgage shall be joined with the original parties, I find that the original parties will remain parties in the action and I order the caption of the case be amended to include Nationstar Mortgage, LLC. Therefore, Nationstar's Motion to Substitute Parties is hereby DENIED.

Plaintiff's Motion To Continue Hearing on her Motion for Summary Judgment

In light of Nationstar's Motion to Intervene, Plaintiff was given the opportunity to request a continuance for the hearing on her Motion for Summary Judgment and, should she so desire, to amend her Motion for Summary Judgment upon receipt of Nationstar's Answer. Accordingly, Plaintiff's Motion for Continuance and Motion to Amend are hereby GRANTED.

IT IS SO ORDERED.

Perry M. Buckner
Judge, Fourteenth Judicial Circuit

**RE: Marks v. Old South Mortgage Corporation et al. C/A
12-CP-15-00262**

From: **Melissa Marks** (mjmarks68@hotmail.com) 
Sent: Tue 7/24/12 9:47 PM
To: harriet.wallace@rtt-law.com; pbucknerj@sccourts.org
Cc: pbucknerlc@sccourts.org (pbucknerlc@sccourts.org); docs@kingknob.com; sheri.mccleendon@rtt-law.com
Attachments: 2 attachments
Order Granting Motion to Intervene revised docx (14.4 KB); Order Granting Motion to Intervene redlined docx (20.9 KB)

Your Honor,

Please find attached my proposed revisions to Nationstar's proposed order for the Court's consideration, and please find below my objections. Although the attached proposed order is reduced and re-written in part, you will see that I left some of Nationstar's language intact to the extent it appeared entirely consistent with the Court's rulings and instructions given at the hearing. I have also attached a redlined version for your convenience.

I object and move to strike the second paragraph of Nationstar's proposed order on the grounds it mischaracterizes my civil action in a manner that may be misleading to persons who are unfamiliar with the pleadings. Nationstar keeps bringing up the debt issue but the security interest/lien issue is the issue I brought before this Court. In addition, Nationstar's wording may be construed to imply that the Court is thinking my reasons for bringing the action are frivolous and improper, and the hearing transcript doesn't support that.

I object and move to strike the third paragraph of Nationstar's proposed order on the grounds it is irrelevant, and by mentioning the bankruptcy and the bankruptcy order in this manner, this may be misleading to persons who are unfamiliar with the pleadings. The Court was not persuaded at the hearing that the bankruptcy has any effect or relevancy to this action, and the bankruptcy order has already been incorporated into my case records in both courts.

I object and move to strike the fourth and fifth paragraphs of Nationstar's proposed order on the grounds that they cite rules and statutes suggesting their applications to this Court's ruling in a manner that does not appear entirely consistent with what was actually stated by the Court and what actually occurred at the hearing, which is the ownership of the mortgage is in dispute. I believe this is Nationstar's attempt to bind this Court to conclusions of law that are

Nationstar's and not necessarily the conclusions of the Court.

I object and move to strike the sixth paragraph of Nationstar's proposed order on the grounds it does not appear entirely consistent with what the Court stated at the hearing. The Court denied Nationstar's Motion to Substitute Parties, so arguably, it goes without saying that no one's legal rights will be prejudiced.

In consideration of the foregoing, I respectfully request that the Court accept and sign the attached proposed revised order in lieu of Nationstar's proposed order, or in the alternative, to order Nationstar to revise its proposed order in consideration of the objections raised herein and resubmit it with the requested revisions.

Respectfully submitted,

Melissa J. Marks, Plaintiff pro se

209 Presidential Court

Round O, SC 29474

(843) 819-4890

From: Harriet.Wallace@rtt-law.com

To: pbucknerj@sccourts.org

CC: pbucknerlc@sccourts.org; mjmarks68@hotmail.com; docs@kingknob.com; Sheri.McClendon@rtt-law.com

Subject: Marks v. Old South Mortgage Corporation et al. C/A # 12 CP 15 00262

Date: Mon, 23 Jul 2012 16:15:41 +0000

Judge Buckner,

I hope this email finds you well. As you requested at the hearing on July 18, attached please find the Proposed Order Granting Nationstar's Motion to Intervene, Denying Nationstar's Motion to Substitute Parties, and Granting Plaintiff's Request for a Continuance of her Motion for Summary Judgment.

I have copied Ms. Marks, Mr. Knobloch, and your law clerk, and will also send a hard copy of the proposed order by mail with a self-addressed stamped envelope.

If you have any questions, please do not hesitate to contact me.

ROGERS TOWNSEND
ATTORNEYS AT LAW

Harriet Wallace
Shareholder

Direct 803.744.846
Fax 803.343.7017

Rogers Townsend & Thomas, PC Main 803.771.7900
125 Executive Center Dr. Visit RTSA.com
Columbia, SC 29210

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STATE OF SOUTH CAROLINA

COUNTY OF COLLETON

Melissa Jean Marks,

Plaintiff,

vs.

Old South Mortgage Corporation; John Does 1-100; Fictitious Corporations 1-100; Nationstar Mortgage, LLC,

Defendants.

IN THE COURT OF COMMON PLEAS
FOURTEENTH JUDICIAL DISTRICT
DOCKET NO.: 2012-CP-15-00262

**ORDER GRANTING NATIONSTAR
MORTGAGE, LLC'S MOTION TO
INTERVENE, DENYING MOTION TO
SUBSTITUTE PARTIES, AND
GRANTING PLAINTIFF'S MOTIONS
TO CONTINUE HEARING ON MOTION
FOR SUMMARY JUDGMENT AND
FOR LEAVE TO AMEND**

This matter came before me at a hearing on July 18, 2012, on Nationstar Mortgage, LLC's ("Nationstar") Motion to Intervene filed June 4, 2012, and Plaintiff's Motion for Summary Judgment filed May 14, 2012. Harriet Pollitt Wallace, Esquire, appeared on behalf of Nationstar Mortgage, LLC, John F. Knobloch, Esquire, appeared on behalf of Defendant Old South Mortgage Corporation, and Melissa Jean Marks appeared pro se. At the hearing, Ms. Marks moved for a continuance and for leave to amend her Motion for Summary Judgment. These motions are also addressed in this Order.

Nationstar's Motion to Intervene

On April 6, 2012, Plaintiff filed a declaratory judgment complaint and petition for injunctive relief challenging the validity of the origination of the Mortgage and Note, dated October 5, 2007, originated by and in the name of Old South Mortgage Corp ("Old South") as Lender and Note Holder. Plaintiff alleges the mortgage contract is unconscionable and that fraudulent and unlawful acts render the security interest and recorded mortgage lien against her real property situated at 209 Presidential Court, Round O, South Carolina 29474-4374, invalid and non-transferable. The named defendants in the action are Old South Mortgage Corporation,

John Does 1-100, and Fictitious Corporations 1-100.

Upon learning of this action, Nationstar filed its Motion to Intervene claiming it is the current owner and holder of the Mortgage and Note and is the real party in interest in this case. Nationstar presented to the Court what appears and was represented by Nationstar to be the original Note, endorsed in blank; therefore, I find that Nationstar Mortgage, LLC is a necessary party to this action.

Nationstar's Motion to Intervene is hereby GRANTED, and Nationstar shall have thirty (30) days from July 18, 2012, to serve its Answer. I further find that Nationstar may not file a Motion to Dismiss in lieu of an Answer.

Nationstar's Motion to Substitute Parties

In its Motion to Intervene, Nationstar also asked the Court to dismiss the named parties in this action and substitute Nationstar as the sole defendant pursuant to Rule 25, SCRPC. At this time, while Nationstar Mortgage shall be joined with the original parties, I find that the original parties will remain parties in the action and I order the caption of the case be amended to include Nationstar Mortgage, LLC. Nationstar's Motion to Substitute Parties is hereby DENIED.

Plaintiff's Motion To Continue Hearing on her Motion for Summary Judgment

In light of Nationstar's Motion to Intervene, Plaintiff was given the opportunity to request a continuance for the hearing on her Motion for Summary Judgment and, should she so desire, to amend her Motion for Summary Judgment upon receipt of Nationstar's Answer. Accordingly, Plaintiff's Motions for Continuance on her Motion for Summary Judgment and for leave to Amend her Motion for Summary Judgment are hereby GRANTED.

IT IS SO ORDERED.

Perry M. Buckner
Judge, Fourteenth Judicial Circuit

STATE OF SOUTH CAROLINA

COUNTY OF COLLETON

Melissa Jean Marks,

Plaintiff,

vs.

Old South Mortgage Corporation; John Does 1-100; Fictitious Corporations 1-100; Nationstar Mortgage, LLC,

Defendant(s)-Defendants.

(301901-00000-12W)

IN THE COURT OF COMMON PLEAS
FOURTEENTH JUDICIAL DISTRICT
DOCKET NO.: 2012-CP-15-00262

**ORDER GRANTING NATIONSTAR
MORTGAGE, LLC'S MOTION TO
INTERVENE, DENYING MOTION TO
SUBSTITUTE PARTIES, AND
GRANTING PLAINTIFF'S
MOTION MOTIONS TO CONTINUE
HEARING ON MOTION FOR
SUMMARY JUDGMENT AND
FOR LEAVE TO AMEND**

This matter came before me at a hearing on July 18, 2012, on Nationstar Mortgage, LLC's ("Nationstar") Motion to Intervene filed June 4, 2012, and Plaintiff's Motion for Summary Judgment filed May 14, 2012. Harriet Pollitt Wallace, Esquire, appeared on behalf of Nationstar Mortgage, LLC, John F. Knobeloch, Esquire, appeared on behalf of Defendant Old South Mortgage Corporation, and Melissa Jean Marks appeared pro se. At the hearing, Ms. Marks moved for a continuance and for leave to amend her Motion for Summary Judgment. These motions are also addressed in this Order.

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Nationstar's Motion to Intervene

On April 6, 2012, Plaintiff filed a complaint in the Court of Common Pleas of Colleton County seeking declaratory judgment, complaint and petition for injunctive relief from her obligations under challenging the validity of the note origination of the Mortgage and Note, dated October 4th, 2007, originated by and in the original principal sum name of \$76,000 ("Note") payable to Old South Mortgage Company, Corp ("Old South") and as Lender and Note Holder. Plaintiff alleges the mortgage of the same date ("Mortgage") on contract is unconscionable and that fraudulent and unlawful acts render the security interest and recorded mortgage lien against

her real property located ~~situated~~ at 209 Presidential Court, Round O, South Carolina 29474-4374 ("Property") which secures the Note, invalid and non-transferable. The named defendants in the action are Old South Mortgage Corporation, John Does 1-100, and Fictitious Corporations 1-100.

Because Plaintiff was in bankruptcy at the time Nationstar learned ~~Upon learning~~ of this action, Nationstar sought and obtained an Order Modifying Stay from the United States Bankruptcy Court for the District of South Carolina granting it leave to intervene and assert its rights to the Note and Mortgage. Nationstar then ~~filed~~ its Motion to Intervene claiming it is the current owner and holder of the Mortgage and Note and Mortgage, and is the real party in interest in this case. To that end, Nationstar ~~presented~~ Nationstar presented to the Court what appears and was represented by Nationstar to be the original Note, endorsed in blank, to the Court at the hearing.

— Upon timely application, the court shall allow anyone to intervene in an action: "(1) when a statute confers an unconditional right to intervene; or (2) when the applicant claims an interest relating to the property or transaction which is the subject of the action and is so situated that the disposition of the action may as a practical matter impair or impede his ability to protect that interest." Rule 24(a). SCRPC Nationstar points to Section 15-53-80 of South Carolina's Declaratory Judgment Act in support of relief under Rule 24(a)(1), which states that when declaratory relief is sought in an action "all persons shall be made parties who have or claim any interest which could be affected by the declaration, and no declarations shall prejudice the rights of persons not parties to the proceeding." S.C. Code Ann. § 15-53-80 (West 2012).

Therefore, I find that Nationstar may intervene as a matter of right because both prongs of Rule 24(a) are satisfied. Section 15-53-80 grants Nationstar an unconditional right to intervene

because the Plaintiff seeks a declaratory judgment that could affect Nationstar's claim under the Note and Mortgage, which satisfies Rule 24(a)(1). Nationstar claims an interest in the action that is not being protected by any other named Mortgage, L.L.C. is a necessary party as contemplated in Rule 24(a)(2). Because Old South is a dissolved corporation and is not claiming any interest in the Note and Mortgage, and none of the other defendants have been served. Since Plaintiff seeks declaratory and in rem relief that would effectively allow her to avoid her obligations under the Note and Mortgage, Nationstar is so situated that the disposition of the current action may, as a practical matter, impair or impede its ability to protect its interests.

Despite Plaintiff's argument that allowing Nationstar to intervene would cause delay and expense as Old South consents to the relief Nationstar is seeking, and because John Does 1-100 and Fictitious Corporations 1-100 were not served with process, I find that no named party will be prejudiced by Nationstar's intervention in to this case. action.

Thus, Nationstar's Motion to Intervene is hereby GRANTED, and Nationstar shall have thirty (30) days from July 18, 2012, to serve its answer. Answer. I further find that Nationstar may not file a Motion to Dismiss in lieu of an answer. Answer.

Nationstar's Motion to Substitute Parties

In its Motion to Intervene, Nationstar also asked the court to dismiss the named parties in this action and substitute Nationstar as the sole defendant pursuant to Rule 25, SCRPC. Rule 25(c) provides that an action may be continued by or against the original party unless the court upon motion directs the person to whom the interest is transferred to be substituted in the action or joined with the original party. At this time, while Nationstar Mortgage shall be joined with the original parties, I find that the original parties will remain parties in the action and I order the caption of the case be amended to include Nationstar

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Mortgage, LLC. Therefore, Nationstar's Motion to Substitute Parties is hereby DENIED.

Plaintiff's Motion To Continue Hearing on her Motion for Summary Judgment

In light of Nationstar's Motion to Intervene, Plaintiff was given the opportunity to request a continuance for the hearing on her Motion for Summary Judgment and, should she so desire, to amend her Motion for Summary Judgment upon receipt of Nationstar's Answer. Accordingly, Plaintiff's ~~Motion~~ Motions for Continuance on her Motion for Summary Judgment and Motion for leave to Amend her Motion for Summary Judgment are hereby GRANTED.

IT IS SO ORDERED.

Perry M. Buckner
Judge, Fourteenth Judicial Circuit

Formatted: Line spacing: single, No widow/orphan control

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**RE: Marks v. Old South Mortgage Corporation et al. C/A
12-CP-15-00262**

From: **Harriet Wallace** (Harriet.Wallace@rtt-law.com) [P]

Sent: Wed 7/25/12 11:16 AM

To: **Melissa Marks** (mjmarks68@hotmail.com); pbucknerj@sccourts.org (pbucknerj@sccourts.org)

Cc: pbucknerlc@sccourts.org (pbucknerlc@sccourts.org); docs@kingknob.com (docs@kingknob.com); Sheri McClendon (Sheri.McClendon@rtt-law.com)

2 attachments

01.DRAFT Proposed Order Granting Nationstar Motion to Intervene with Marks, Wallace
revisions.docx (21.7 KB) ; Proposed Order Granting Nationstar Motion to Intervene with
Marks, Wallace, revisions.docx (18.7 KB)

Dear Judge Buckner,

We have reviewed Ms. Marks' proposed changes to the proposed order we submitted on Monday. We do not object to some of Ms. Marks changes. Attached please find a revised proposed order which incorporates those changes we had no issue with, and a revised redline to Ms. Marks' proposed Order. Our objections are otherwise stated below.

We have no objection to how Ms. Marks has characterized her complaint in Paragraph Two and left her changes in tact. However, we removed "and Note Holder".

Ms. Marks struck any reference to her bankruptcy from Paragraph Three claiming it is irrelevant. We object to this change because it goes to timing, which is relevant under Rule 24.

We also struck use of the word "owner" from Paragraph Three. Your Honor, we learned yesterday that we were given misinformation as to Fannie Mae's involvement with this loan. Fannie Mae is, in fact, an investor. We never referred to Nationstar as being the owner in our Motion and I do not believe I ever stated to the Court that Nationstar was the owner of the Note at the hearing. However, out of an abundance of caution, I wanted to bring this to the Court's attention. Irrespective of Fannie Mae's investor status, Nationstar is the holder (as shown at the hearing by presentment of the original note) and, as such, is afforded the benefits and remedies provided for under Article 3 of the Commercial Code.

We believe the supporting law is proper and consistent with the Court's findings.

Please do not hesitate to contact me if you have any questions. Thank you.


ROGERS TOWNSEND
ATTORNEYS AT LAW

Harriet Wallace
Shareholder

Rogers Townsend & Thomas, PC
270 Executive Center Dr.
Columbia, SC 29210
Main 803.771.7900
Fax 803.771.7917
Web 803.771.7900

From: Melissa Marks [mailto:mjmarks68@hotmail.com]
Sent: Tuesday, July 24, 2012 9:48 PM
To: Harriet Wallace; pbucknerj@sccourts.org
Cc: pbucknerlc@sccourts.org; docs@kingknob.com; Sheri McClendon
Subject: RE: Marks v. Old South Mortgage Corporation et al. C/A # 12-CP-15-00262

Your Honor,

Please find attached my proposed revisions to Nationstar's proposed order for the Court's consideration, and please find below my objections. Although the attached proposed order is reduced and re-written in part, you will see that I left some of Nationstar's language intact to the extent it appeared entirely consistent with the Court's rulings and instructions given at the hearing. I have also attached a redlined version for your convenience.

I object and move to strike the second paragraph of Nationstar's proposed order on the grounds it mischaracterizes my civil action in a manner that may be misleading to persons who are unfamiliar with the pleadings. Nationstar keeps bringing up the debt issue but the security interest/lien issue is the issue I brought before this Court. In addition, Nationstar's wording

may be construed to imply that the Court is thinking my reasons for bringing the action are frivolous and improper, and the hearing transcript doesn't support that.

I object and move to strike the third paragraph of Nationstar's proposed order on the grounds it is irrelevant, and by mentioning the bankruptcy and the bankruptcy order in this manner, this may be misleading to persons who are unfamiliar with the pleadings. The Court was not persuaded at the hearing that the bankruptcy has any effect or relevancy to this action, and the bankruptcy order has already been incorporated into my case records in both courts.

I object and move to strike the fourth and fifth paragraphs of Nationstar's proposed order on the grounds that they cite rules and statutes suggesting their applications to this Court's ruling in a manner that does not appear entirely consistent with what was actually stated by the Court and what actually occurred at the hearing, which is the ownership of the mortgage is in dispute. I believe this is Nationstar's attempt to bind this Court to conclusions of law that are Nationstar's and not necessarily the conclusions of the Court.

I object and move to strike the sixth paragraph of Nationstar's proposed order on the grounds it does not appear entirely consistent with what the Court stated at the hearing. The Court denied Nationstar's Motion to Substitute Parties, so arguably, it goes without saying that no one's legal rights will be prejudiced.

In consideration of the foregoing, I respectfully request that the Court accept and sign the attached proposed revised order in lieu of Nationstar's proposed order, or in the alternative, to order Nationstar to revise its proposed order in consideration of the objections raised herein and resubmit it with the requested revisions.

Respectfully submitted,

Melissa J. Marks, Plaintiff pro se

209 Presidential Court

Round O, SC 29474

(843) 819-4890

From: Harriet.Wallace@rtt-law.com
 To: pbucknerj@sccourts.org
 CC: pbucknerj@sccourts.org; mjmarks68@hotmail.com; docs@kingknob.com; Sheri.McClendon@rtt-law.com
 Subject: Marks v. Old South Mortgage Corporation et al. C/A # 12-CP-15-00262
 Date: Mon, 23 Jul 2012 16:15:41 +0000

Judge Buckner,

I hope this email finds you well. As you requested at the hearing on July 18, attached please find the Proposed Order Granting Nationstar's Motion to Intervene, Denying Nationstar's Motion to Substitute Parties, and Granting Plaintiff's Request for a Continuance of her Motion for Summary Judgment.

I have copied Ms. Marks, Mr. Knobloch, and your law clerk, and will also send a hard copy of the proposed order by mail with a self-addressed stamped envelope.

If you have any questions, please do not hesitate to contact me.

ROGERS TOWNSEND
 ATTORNEYS AT LAW

Harriet Wallace
 Shareholder
 Direct 803.744.1846
 Fax 803.744.7917
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STATE OF SOUTH CAROLINA

COUNTY OF COLLETON

Melissa Jean Marks,

Plaintiff,

vs.

Old South Mortgage Corporation; John Does 1-100; Fictitious Corporations 1-100; Nationstar Mortgage, LLC,

Defendants.

IN THE COURT OF COMMON PLEAS
FOURTEENTH JUDICIAL DISTRICT
DOCKET NO.: 2012-CP-15-00262

**ORDER GRANTING NATIONSTAR
MORTGAGE, LLC'S MOTION TO
INTERVENE, DENYING MOTION TO
SUBSTITUTE PARTIES, AND
GRANTING PLAINTIFF'S MOTIONS
TO CONTINUE HEARING ON MOTION
FOR SUMMARY JUDGMENT AND
FOR LEAVE TO AMEND**

This matter came before me at a hearing on July 18, 2012, on Nationstar Mortgage, LLC's ("Nationstar") Motion to Intervene filed June 4, 2012, and Plaintiff's Motion for Summary Judgment filed May 14, 2012. Harriet Pollitt Wallace, Esquire, appeared on behalf of Nationstar Mortgage, LLC, John F. Knobloch, Esquire, appeared on behalf of Defendant Old South Mortgage Corporation, and Melissa Jean Marks appeared pro se. At the hearing, Ms. Marks moved for a continuance and for leave to amend her Motion for Summary Judgment. These motions are also addressed in this Order.

Nationstar's Motion to Intervene

On April 6, 2012, Plaintiff filed a declaratory judgment complaint and petition for injunctive relief challenging the validity of the origination of the Mortgage and Note, dated October 5, 2007, originated by and in the name of Old South Mortgage Corp ("Old South") as Lender and Note-Holder. Plaintiff alleges the mortgage contract is unconscionable and that fraudulent and unlawful acts render the security interest and recorded mortgage lien against her real property situated at 209 Presidential Court, Round O, South Carolina 29474-4374, invalid and non-transferable. The named defendants in the action are Old South Mortgage Corporation,

John Does 1-100, and Fictitious Corporations 1-100.

Upon learning Because Plaintiff was in bankruptcy at the time Nationstar learned of this action, Nationstar sought and obtained an Order Modifying Stay from the United States Bankruptcy Court for the District of South Carolina granting it leave to intervene and assert its rights to the Note and Mortgage. Nationstar then filed its Motion to Intervene claiming it is the current owner and holder of the Mortgage and Note and Mortgage, and is the real party in interest in this case. To that end, Nationstar presented to the Court what appears and was represented by Nationstar to be the original Note, endorsed in blank; therefore, to the Court at the hearing.

Upon timely application, the court shall allow anyone to intervene in an action: "(1) when a statute confers an unconditional right to intervene; or (2) where the applicant claims an interest relating to the property or transaction which is the subject of the action and is so situated that his disposition of the action may as a practical matter impair or impede his ability to protect that interest." Rule 24(a), S.C.R.C.P. Nationstar points to Section 15-53-80 of South Carolina's Declaratory Judgment Act in support of relief under Rule 24(a)(1), which states that when declaratory relief is sought in an action "all persons shall be made parties who have or claim any interest which could be affected by the declaration, and no declarations shall prejudice the rights of persons not parties to the proceeding." S.C. Code Ann. § 15-53-80 (West 2012).

I find that Nationstar may intervene as a matter of right because both prongs of Rule 24(a) are satisfied. Section 15-53-80 grants Nationstar an unconditional right to intervene because the Plaintiff seeks a declaratory judgment that could affect Nationstar's claim under the Note and Mortgage, which satisfies Rule 24(a)(1). Nationstar claims an interest in the action that is not being protected by any other named party to as contemplated in Rule 24(a)(2), because Old

South is a dissolved corporation and is not claiming any interest in the Note and Mortgage, and none of the other defendants have been served. Since Plaintiff seeks declaratory and injunctive relief that would effectively allow her to avoid her obligations under the Note and Mortgage, Nationstar is so situated that the disposition of the current action may, as a practical matter, impair or impede its ability to protect its' interests.

Despite Plaintiff's argument that allowing Nationstar to intervene would cause delay and expense as Old South consents to the relief Nationstar is seeking, and because John Does 1-100 and Fictitious Corporations 1-100 were not served with process, I find that no named party will be prejudiced by Nationstar's intervention in this action.—case.

Thus, Nationstar's Motion to Intervene is hereby GRANTED, and Nationstar shall have thirty (30) days from July 18, 2012, to serve its Answer. I further find that Nationstar may not file a Motion to Dismiss in lieu of an Answer.

Nationstar's Motion to Substitute Parties

In its Motion to Intervene, Nationstar also asked the Court to dismiss the named parties in this action and substitute Nationstar as the sole defendant pursuant to Rule 25, SCRPC. Rule 25(c) provides that an "action may be continued by or against the original party unless the court upon motion directs the person to whom the interest is transferred to be substituted in the action or joined with the original party." At this time, while Nationstar Mortgage shall be joined with the original parties, I find that the original parties will remain parties in the action and I order the caption of the case be amended to include Nationstar Mortgage, LLC. Therefore, Nationstar's Motion to Substitute Parties is hereby DENIED.

Plaintiff's Motion To Continue Hearing on her Motion for Summary Judgment

In light of Nationstar's Motion to Intervene, Plaintiff was given the opportunity to request

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a continuance for the hearing on her Motion for Summary Judgment and, should she so desire, to amend her Motion for Summary Judgment upon receipt of Nationstar's Answer. Accordingly, Plaintiff's Motions for Continuance on her Motion for Summary Judgment and for leave to Amend her Motion for Summary Judgment are hereby GRANTED.

IT IS SO ORDERED.

Perry M. Buckner
Judge, Fourteenth Judicial Circuit

STATE OF SOUTH CAROLINA

COUNTY OF COLLETON

Melissa Jean Marks,

Plaintiff,

vs.

Old South Mortgage Corporation; John Does 1-100; Fictitious Corporations 1-100; Nationstar Mortgage, LLC,

Defendants.

IN THE COURT OF COMMON PLEAS
FOURTEENTH JUDICIAL DISTRICT
DOCKET NO.: 2012-CP-15-00262

**ORDER GRANTING NATIONSTAR
MORTGAGE, LLC'S MOTION TO
INTERVENE, DENYING MOTION TO
SUBSTITUTE PARTIES, AND
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TO CONTINUE HEARING ON MOTION
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This matter came before me at a hearing on July 18, 2012, on Nationstar Mortgage, LLC's ("Nationstar") Motion to Intervene filed June 4, 2012, and Plaintiff's Motion for Summary Judgment filed May 14, 2012. Harriet Pollitt Wallace, Esquire, appeared on behalf of Nationstar Mortgage, LLC, John F. Knobloch, Esquire, appeared on behalf of Defendant Old South Mortgage Corporation, and Melissa Jean Marks appeared pro se. At the hearing, Ms. Marks moved for a continuance and for leave to amend her Motion for Summary Judgment. These motions are also addressed in this Order.

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Does 1-100, and Fictitious Corporations 1-100.

Because Plaintiff was in bankruptcy at the time Nationstar learned of this action, Nationstar sought and obtained an Order Modifying Stay from the United States Bankruptcy Court for the District of South Carolina granting it leave to intervene and assert its rights to the Note and Mortgage. Nationstar then filed its Motion to Intervene claiming it is the current owner and holder of the Note and Mortgage, and is the real party in interest in this case. To that end, Nationstar presented the original Note, endorsed in blank, to the Court at the hearing.

Upon timely application, the court shall allow anyone to intervene in an action: "(1) when a statute confers an unconditional right to intervene; or (2) when the applicant claims an interest relating to the property or transaction which is the subject of the action and is so situated that the disposition of the action may as a practical matter impair or impede his ability to protect that interest." Rule 24(a), SCRPC. Nationstar points to Section 15-53-80 of South Carolina's Declaratory Judgment Act in support of relief under Rule 24(a)(1), which states that when declaratory relief is sought in an action "all persons shall be made parties who have or claim any interest which could be affected by the declaration, and no declarations shall prejudice the rights of persons not parties to the proceeding." S.C. Code Ann. § 15-53-80 (West 2012).

I find that Nationstar may intervene as a matter of right because both prongs of Rule 24(a) are satisfied. Section 15-53-80 grants Nationstar an unconditional right to intervene because the Plaintiff seeks a declaratory judgment that could affect Nationstar's claim under the Note and Mortgage, which satisfies Rule 24(a)(1). Nationstar claims an interest in the action that is not being protected by any other named party as contemplated in Rule 24(a)(2), because Old South is a dissolved corporation and is not claiming any interest in the Note and Mortgage, and none of the other defendants have been served. Since Plaintiff seeks declaratory and injunctive relief that

would effectively allow her to avoid her obligations under the Note and Mortgage, Nationstar is so situated that the disposition of the current action may, as a practical matter, impair or impede its ability to protect its' interests.

Despite Plaintiff's argument that allowing Nationstar to intervene would cause delay and expense as Old South consents to the relief Nationstar is seeking, and because John Does 1-100 and Fictitious Corporations 1-100 were not served with process, I find that no named party will be prejudiced by Nationstar's intervention in this case.

Thus, Nationstar's Motion to Intervene is hereby GRANTED, and Nationstar shall have thirty (30) days from July 18, 2012, to serve its answer. I further find that Nationstar may not file a Motion to Dismiss in lieu of an answer.

Nationstar's Motion to Substitute Parties

In its Motion to Intervene, Nationstar also asked the Court to dismiss the named parties in this action and substitute Nationstar as the sole defendant pursuant to Rule 25, SCRCP. Rule 25(c) provides that an "action may be continued by or against the original party unless the court upon motion directs the person to whom the interest is transferred to be substituted in the action or joined with the original party." At this time, while Nationstar Mortgage shall be joined with the original parties, I find that the original parties will remain parties in the action and I order the caption of the case be amended to include Nationstar Mortgage, LLC. Therefore, Nationstar's Motion to Substitute Parties is hereby DENIED.

Plaintiff's Motion To Continu Hearing on her Motion for Summary Judgment

In light of Nationstar's Motion to Intervene, Plaintiff was given the opportunity to request a continuance for the hearing on her Motion for Summary Judgment and, should she so desire, to amend her Motion for Summary Judgment upon receipt of Nationstar's Answer. Accordingly,

Plaintiff's Motions for Continuance on her Motion for Summary Judgment and for leave to Amend her Motion for Summary Judgment are hereby GRANTED.

IT IS SO ORDERED.

Perry M. Buckner
Judge, Fourteenth Judicial Circuit

**RE: Marks v. Old South Mortgage Corporation et al. C/A
12-CP-15-00262**

From: **Melissa Marks** (mjmarks68@hotmail.com) 4/6

Date: Wed 7/25/12 1:11 PM

To: harriet.wallace@rtt-law.com; pbucknerj@sccourts.org

CC: pbucknerlc@sccourts.org (pbucknerlc@sccourts.org); docs@kingknob.com; sheri.mcclendon@rtt-law.com

Your Honor,

I simply want to bring to your attention that the following language is in Ms. Wallace's original proposed order that she sent to you:

"Nationstar then filed its Motion to Intervene claiming it is the current owner and holder of the Note and Mortgage, and is the real party in interest in this case."

I believe Ms. Wallace did tell the Court that Nationstar is the owner when asked at the hearing, but since that is not her recollection, I will need to request the transcript and see what exactly she said to the Court when Your Honor asked whether Nationstar was the servicer.

All of my objections and requests of the Court in my email last night remain the same. Thank you kindly for your time and attention to my case.

Sincerely,
Melissa J. Marks, Plaintiff pro se
209 Presidential Court
Round O, SC 29474
(843) 819-4890

From: Harriet.Wallace@rtt-law.com

To: mjmarks68@hotmail.com; pbucknerj@sccourts.org

CC: pbucknerlc@sccourts.org; docs@kingknob.com; Sheri.McClendon@rtt-law.com

Subject: RE: Marks v. Old South Mortgage Corporation et al. C/A # 12-CP-15-00262

Date: Wed, 25 Jul 2012 15:16:15 +0000

Dear Judge Buckner,

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We have no objection to how Ms. Marks has characterized her complaint in Paragraph Two and

left her changes in tact. However, we removed "and Note Holder".

Ms. Marks struck any reference to her bankruptcy from Paragraph Three claiming it is irrelevant. We object to this change because it goes to timing, which is relevant under Rule 24.

We also struck use of the word "owner" from Paragraph Three. Your Honor, we learned yesterday that we were given misinformation as to Fannie Mae's involvement with this loan. Fannie Mae is, in fact, an investor. We never referred to Nationstar as being the owner in our Motion and I do not believe I ever stated to the Court that Nationstar was the owner of the Note at the hearing. However, out of an abundance of caution, I wanted to bring this to the Court's attention. Irrespective of Fannie Mae's investor status, Nationstar is the holder (as shown at the hearing by presentment of the original note) and, as such, is afforded the benefits and remedies provided for under Article 3 of the Commercial Code.

We believe the supporting law is proper and consistent with the Court's findings.

Please do not hesitate to contact me if you have any questions. Thank you.

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ATTORNEYS AT LAW

Harriet Wallace
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Columbia, SC 29210

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Fax 803.343.7977

Main 803.771.7900
Visit <http://www.rtt.com>

From: Melissa Marks [mailto:mjmarks68@hotmail.com]

<http://sn101w.snt101.mail.live.com/mail/PrintMessages.aspx?cpids=576af316-a9a9-4bd5-a...> 8/2/2012

Sent: Tuesday, July 24, 2012 9:48 PM
To: Harriet Wallace; pbucknerj@sccourts.org
Cc: pbucknerlc@sccourts.org; docs@kingknob.com; Sheri McClendon
Subject: RE: Marks v. Old South Mortgage Corporation et al. C/A # 12-CP-15-00262

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one's legal rights will be prejudiced.

In consideration of the foregoing, I respectfully request that the Court accept and sign the attached proposed revised order in lieu of Nationstar's proposed order, or in the alternative, to order Nationstar to revise its proposed order in consideration of the objections raised herein and resubmit it with the requested revisions.

Respectfully submitted,

Melissa J. Marks, Plaintiff pro se

209 Presidential Court

Round O, SC 29474

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To: pbucknerj@sccourts.org

CC: pbucknerj@sccourts.org; mjmarks68@hotmail.com; docs@kingknob.com; Sheri.McClendon@rtt-law.com

Subject: Marks v. Old South Mortgage Corporation et al. C/A # 12-CP-15-00262

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I have copied Ms. Marks, Mr. Knobloch, and your law clerk, and will also send a hard copy of the proposed order by mail with a self-addressed stamped envelope.

If you have any questions, please do not hesitate to contact me.



Harriet Wallace
Shareholder

Direct 803.744.1846
Fax 803.343.7017

ROGERS TOWNSEND
ATTORNEYS AT LAW

Rogers Townsend & Thomas, PC Main 803.771.7900
220 Executive Center Dr. Visit www.rttlaw.com
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12-CP-15-00262**

From: Harriet Wallace (Harriet.Wallace@rtt-law.com)
Sent: Wed 7/25/12 1:27 PM
To: Melissa Marks (mjmarks68@hotmail.com); pbucknerj@sccourts.org (pbucknerj@sccourts.org)
Cc: pbucknerlc@sccourts.org (pbucknerlc@sccourts.org); docs@kingknob.com (docs@kingknob.com); Sheri McClendon (Sheri.McClendon@rtt-law.com)

Your Honor,

I do concede that it was conveyed to me that Nationstar was the servicer and owner of the note, which was corrected by Nationstar yesterday. However, I do not remember exactly what I said but there was no intentional misrepresentation and Nationstar is still the holder of the note as defined in the UCC, which still supports our motion to intervene.

ROGERS TOWNSEND
ATTORNEYS AT LAW

Harriet Wallace
Shareholder

Direct 803.744.1846
Fax 803.343.7017

Robert Townsend & Thomas, PC
220 Executive Center Dr.
Columbia, SC 29210
Main 803.771.7900
Visit us online

From: Melissa Marks [mailto:mjmarks68@hotmail.com]
Sent: Wednesday, July 25, 2012 1:11 PM
To: Harriet Wallace; pbucknerj@sccourts.org
Cc: pbucknerlc@sccourts.org; docs@kingknob.com; Sheri McClendon
Subject: RE: Marks v. Old South Mortgage Corporation et al. C/A # 12-CP-15-00262

Your Honor,

I simply want to bring to your attention that the following language is in Ms. Wallace's original proposed order that she sent to you:

"Nationstar then filed its Motion to Intervene claiming it is the current owner and holder

of the Note and Mortgage, and is the real party in interest in this case."

I believe Ms. Wallace did tell the Court that Nationstar is the owner when asked at the hearing, but since that is not her recollection, I will need to request the transcript and see what exactly she said to the Court when Your Honor asked whether Nationstar was the servicer.

All of my objections and requests of the Court in my email last night remain the same. Thank you kindly for your time and attention to my case.

Sincerely,
Melissa J. Marks, Plaintiff pro se
209 Presidential Court
Round O, SC 29474
(843) 819-4890

From: Harriet.Wallace@rtt-law.com
To: mjmarks68@hotmail.com; pbucknerj@sccourts.org
CC: pbucknerlc@sccourts.org; docs@kingknob.com; Sheri.McClendon@rtt-law.com
Subject: RE: Marks v. Old South Mortgage Corporation et al. C/A # 12-CP-15-00262
Date: Wed, 25 Jul 2012 15:16:15 +0000

Dear Judge Buckner,

We have reviewed Ms. Marks' proposed changes to the proposed order we submitted on Monday. We do not object to some of Ms. Marks changes. Attached please find a revised proposed order which incorporates those changes we had no issue with, and a revised redline to Ms. Marks' proposed Order. Our objections are otherwise stated below.

We have no objection to how Ms. Marks has characterized her complaint in Paragraph Two and left her changes in tact. However, we removed "and Note Holder".

Ms. Marks struck any reference to her bankruptcy from Paragraph Three claiming it is irrelevant. We object to this change because it goes to timing, which is relevant under Rule 24.

We also struck use of the word "owner" from Paragraph Three. Your Honor, we learned yesterday that we were given misinformation as to Fannie Mae's involvement with this loan. Fannie Mae is, in fact, an investor. We never referred to Nationstar as being the owner in our Motion and I do not believe I ever stated to the Court that Nationstar was the owner of the Note at the hearing. However, out of an abundance of caution, I wanted to bring this to the Court's attention. Irrespective of Fannie Mae's investor status, Nationstar is the holder (as shown at the hearing by presentment of the original note) and, as such, is afforded the benefits and remedies provided for under Article 3 of the Commercial Code.

We believe the supporting law is proper and consistent with the Court's findings.

Please do not hesitate to contact me if you have any questions. Thank you.

 Harriet Wallace
Shareholder
Direct 803.744.1846
Fax 803.343.7017

Rogers Townsend & Thomas, P.C. Main 803.771.7900
220 Executive Center Dr. Visit rd | Law.com
Columbia, SC 29210

ROGERS TOWNSEND
ATTORNEYS AT LAW

From: Melissa Marks [mailto:mjmarks68@hotmail.com]
Sent: Tuesday, July 24, 2012 9:48 PM
To: Harriet Wallace; pbucknerj@sccourts.org
Cc: pbucknerlc@sccourts.org; docs@kingknob.com; Sheri McClendon
Subject: RE: Marks v. Old South Mortgage Corporation et al. C/A # 12-CP-15-00262

Your Honor,

Please find attached my proposed revisions to Nationstar's proposed order for the Court's consideration, and please find below my objections. Although the attached proposed order is reduced and re-written in part, you will see that I left some of Nationstar's language intact to the extent it appeared entirely consistent with the Court's rulings and instructions given at the hearing. I have also attached a redlined version for your convenience.

I object and move to strike the second paragraph of Nationstar's proposed order on the grounds it mischaracterizes my civil action in a manner that may be misleading to persons who are unfamiliar with the

pleadings. Nationstar keeps bringing up the debt issue but the security interest/lien issue is the issue I brought before this Court. In addition, Nationstar's wording may be construed to imply that the Court is thinking my reasons for bringing the action are frivolous and improper, and the hearing transcript doesn't support that.

I object and move to strike the third paragraph of Nationstar's proposed order on the grounds it is irrelevant, and by mentioning the bankruptcy and the bankruptcy order in this manner, this may be misleading to persons who are unfamiliar with the pleadings. The Court was not persuaded at the hearing that the bankruptcy has any effect or relevancy to this action, and the bankruptcy order has already been incorporated into my case records in both courts.

I object and move to strike the fourth and fifth paragraphs of Nationstar's proposed order on the grounds that they cite rules and statutes suggesting their applications to this Court's ruling in a manner that does not appear entirely consistent with what was actually stated by the Court and what actually occurred at the hearing, which is the ownership of the mortgage is in dispute. I believe this is Nationstar's attempt to bind this Court to conclusions of law that are Nationstar's and not necessarily the conclusions of the Court.

I object and move to strike the sixth paragraph of Nationstar's proposed order on the grounds it does not appear entirely consistent with what the Court stated at the hearing. The Court denied Nationstar's Motion to Substitute Parties, so arguably, it goes without saying that no one's legal rights will be prejudiced.

In consideration of the foregoing, I respectfully request that the Court accept and sign the attached proposed revised order in lieu of Nationstar's proposed order, or in the alternative, to order Nationstar to revise its proposed order in consideration of the objections raised herein and resubmit it with the requested revisions.

Respectfully submitted,

Melissa J. Marks, Plaintiff pro se

209 Presidential Court

Round O, SC 29474

(843) 819-4890

From: Harriet.Wallace@rtt-law.com

To: pbucknerj@sccourts.org

CC: pbucknerj@sccourts.org; mjmarks58@hotmail.com; docs@kingknob.com; Sheri.McClendon@rtt-law.com

Subject: Marks v. Old South Mortgage Corporation et al. C/A # 12-CP-15-00262

Date: Mon, 23 Jul 2012 16:15:41 +0000

Judge Buckner,

I hope this email finds you well. As you requested at the hearing on July 18, attached please find the Proposed Order Granting Nationstar's Motion to Intervene, Denying Nationstar's Motion to Substitute Parties, and Granting Plaintiff's Request for a Continuance of her Motion for Summary Judgment.

I have copied Ms. Marks, Mr. Knobloch, and your law clerk, and will also send a hard copy of the proposed order by mail with a self-addressed stamped envelope.

If you have any questions, please do not hesitate to contact me.

8 2
9 2
ROGERS TOWNSEND
ATTORNEYS AT LAW

Harriet Wulfe
Shareholder

Direct 803.744.1646
Fax 803.341.7017

Rogers Townsend & Thomas, PC
220 Executive Center Dr.
Columbia, SC 29210
Main 803.771.7900
Visit our Website

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to any party any tax-related matter addressed herein. In addition, if any such tax advice is used or referred to by other parties in promoting, marketing or recommending any partnership or other entity, investment plan or arrangement, then (i) the advice should be construed as written in connection with the promotion or marketing by others of the transaction(s) or matter(s) addresses in this communication and (ii) the taxpayer should seek advice based on the taxpayer's particular circumstances from an independent tax advisor.

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**RE: Marks v. Old South Mortgage Corporation et al. C/A
12-CP-15-00262**

Buckner, Perry M. Law Clerk (Evelyn H. Lumpkin) (PBucknerLC@sccourts.org) 1
Wed 7/25/12 3:18 PM
Melissa Marks (mjmarks68@hotmail.com); harriet.wallace@rtt-law.com (harriet.wallace@rtt-law.com)
docs@kingknob.com (docs@kingknob.com); sheri.mcclendon@rtt-law.com (sheri.mcclendon@rtt-law.com)

Ms. Marks,

Judge Buckner and I are in receipt of your emails and submissions. In order to request a transcript, you need to contact the court reporter and request it from her. Her name is Becky Hill and her contact information can be found on www.sccourts.org.

E. Hope Lumpkin

Law Clerk to the Honorable Perry M. Buckner, III

101 Hampton Street; P.O. Box 470

Walterboro, SC 29488

Phone: (843) 549-7878

Fax: (843) 549-9876

pbucknerlc@sccourts.org

From: Melissa Marks [<mailto:mjmarks68@hotmail.com>]

Sent: Wednesday, July 25, 2012 1:11 PM

To: harriet.wallace@rtt-law.com; Buckner, Perry M.

Cc: Buckner, Perry M. Law Clerk (Evelyn H. Lumpkin); docs@kingknob.com; sheri.mcclendon@rtt-law.com

Subject: RE: Marks v. Old South Mortgage Corporation et al. C/A # 12-CP-15-00262

Your Honor,

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Sincerely,
Melissa J. Marks, Plaintiff pro se
209 Presidential Court
Round O, SC 29474
(843) 819-4890

From: Harriet.Wallace@rtt-law.com
To: mjmmarks68@hotmail.com; pbucknerj@sccourts.org
CC: pbucknerjc@sccourts.org; docs@kingknob.com; Sheri.McClendon@rtt-law.com
Subject: RE: Marks v. Old South Mortgage Corporation et al. C/A # 12-CP-15-00262
Date: Wed, 25 Jul 2012 15:16:15 +0000

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Please do not hesitate to contact me if you have any questions. Thank you.

ROGERS TOWNSEND
ATTORNEYS AT LAW

Harriet Wallace
Shareholder
Direct: 803.744.1846
Fax: 803.341.7017
Rogers Townsend & Thonchar, P.C.
120 Executive Center Dr.
Columbia, SC 29202
Main: 803.744.7900
Visit: www.rtg-law.com

From: Melissa Marks [mailto:mjmarks68@hotmail.com]
Sent: Tuesday, July 24, 2012 9:48 PM
To: Harriet Wallace; pbucknerj@sccourts.org
Cc: pbucknerj@sccourts.org; docs@kingknob.com; Sheri McClendon
Subject: RE: Marks v. Old South Mortgage Corporation et al. C/A # 12-CP-15-00262

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Respectfully submitted,

Melissa J. Marks, Plaintiff pro se

209 Presidential Court

Round O, SC 29474

(843) 819-4890

From: Harriet.Wallace@rtt-law.com

To: gbucknerj@sccourts.org
CC: gbucknerj@sccourts.org; mjmmarks68@hotmail.com; docs@kingknob.com; Sheri.McClendon@rtt-law.com
Subject: Marks v. Old South Mortgage Corporation et al. C/A # 12-CP-15-00262
Date: Mon, 23 Jul 2012 16:15:41 +0000

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I have copied Ms. Marks, Mr. Knobloch, and your law clerk, and will also send a hard copy of the proposed order by mail with a self-addressed stamped envelope.

If you have any questions, please do not hesitate to contact me.

ROGERS TOWNSEND
ATTORNEYS AT LAW

Harriet Wallace
Shareholder

Direct 803.744.1946
Fax 803.743.7017

Laura J. Townsend & Thomas, PC Main 803.771.7900
329 Executive Center Dr. Visit www.rtg-law.com
Columbia, SC 29210

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----- Forwarded Message -----

From: Gerald Grenier <ggmmasone@yahoo.com>

To: "pbucknerj@sccourts.org" <pbucknerj@sccourts.org>; "pbucknerlc@sccourts.org" <pbucknerlc@sccourts.org>

Cc: "docs@kingknob.com" <docs@kingknob.com>; "Harriet.Wallace@rtt-law.com" <Harriet.Wallace@rtt-law.com>

Sent: Wednesday, July 25, 2012 4:54 PM

Subject: Marks v Old South Mortgage CA 12-CP-15-00262

Your Honor,

I apologize having to reply once again via email, but in consideration of Ms. Wallace's latest admission, I would also like to bring to the Court's attention that in my complaint and exhibits and in my reply in opposition to Nationstar's motion to intervene and exhibits that I filed with the Court, including all my other filings, I provided credible documentary evidence showing that Nationstar was always the servicer and not the owner of the mortgage. Ms. Wallace had ample time between April and July to thoroughly investigate her client's claims, so I believe it is disingenuous for Ms. Wallace to claim now that there was "no intentional misrepresentation."

I also disclosed to the Court and the parties through my filings in the Court that Nationstar also misrepresented its interests in the mortgage to the bankruptcy court when it filed a Form 10 proof of claim that did not disclose for whom it was collecting, and the copy of the note it attached to the proof of claim only had Old South's endorsement to Flagstar and did not appear to be a legitimate copy.

At the hearing, Your Honor, I believe you instructed me I will not be granted another opportunity to argue against Nationstar's motion to intervene, so I will respectfully defer to this Court's discretion whether Nationstar still has legal standing to intervene in light of this new information.

My hotmail account is not working, so I had to send this from Jerry's email account. I apologize for any confusion.

Respectfully submitted,
Melissa J. Marks, Plaintiff pro se
209 Presidential Court
Round O, SC 29474
(843) 819-4890

Fw: Marks v Old South Mortgage CA 12-CP-15-00262

From: **Gerald Grenier** (ggmmasone@yahoo.com) 
Sent: Mon 7/30/12 10:44 AM
To: mjmarks68@hotmail.com (mjmarks68@hotmail.com)

STATE OF SOUTH CAROLINA

COUNTY OF COLLETON

MELISSA JEAN MARKS,

Plaintiff,

Vs.

OLD SOUTH MORTGAGE
CORPORATION, JOHN DOES 1-100, AND
FICTITIOUS CORPORATIONS 1-100,

Defendants.

AND

Nationstar Mortgage, LLC,

Intervenor/Defendant.

(HPW)

IN THE COURT OF COMMON PLEAS
FOURTEENTH JUDICIAL CIRCUIT
CIVIL CASE NO. 2012-CP-15-262

**NATIONSTAR MORTGAGE, LLC'S
ANSWER TO PLAINTIFF'S
DECLARATORY JUDGMENT
COMPLAINT AND PETITION FOR
INJUNCTIVE RELIEF**

The Intervenor/Defendant Nationstar Mortgage, LLC ("Nationstar"), by way of answer to the Declaratory Judgment Complaint and Petition for Injunctive Relief ("Complaint") herein, would respectfully show unto this Court as follows:

**FOR A FIRST DEFENSE
(Qualified General Denial)**

1. Each and every allegation of the Complaint not specifically admitted herein is denied.
2. Paragraph 1 is admitted.
3. Paragraph 2 is admitted.
4. Paragraph 3 is denied.
5. Paragraph 4 is admitted.
6. Paragraph 5 is admitted.

7. Nationstar is without information to admit or deny the allegations in Paragraph 6 or the authenticity of Exhibits 1 and 2, especially in light of the fact that Exhibit 2 is not a fully executed contract.

8. As to Paragraph 7, Nationstar admits so much as alleges that Plaintiff borrowed money on or about October 5, 2007 which was used to purchase the property which is the subject of this action. Nationstar also admits that it is the holder of a note which is secured by a first mortgage lien on the property and admits so much as can be determined by the public records. Nationstar is without information as to truth or falsity of the remaining allegations of Paragraph 7, and they are therefore denied. Additionally, Exhibit 3 was not attached to the Complaint provided to Nationstar, so it is denied.

9. Nationstar admits so much of Paragraph 8 as alleges that Dorcas Tuten represented Plaintiff at the loan closing on or about October 5, 2007. Nationstar does not have knowledge as to the truthfulness of the first page of Exhibit 4, which purports to be an email from Jamie L. Avant to Plaintiff dated March 30, 2012, and demands that it be properly authenticated before it can be admitted into evidence. The rest of Exhibit 4 is admitted.

10. Nationstar admits so much of Paragraph 9 as can be found in the public records for Colleton County, but denies the rest of this paragraph.

11. Nationstar admits so much of Paragraph 10 as can be found in the public records and admits it has not caused any assignments to be recorded in the Register of Deeds Office for Colleton County. Nationstar denies the remainder of Paragraph 10 and denies Exhibit 5. Nationstar also objects to the admissibility of Exhibit 5 unless it is not properly authenticated and proven to have been prepared under the supervision of a South Carolina licensed attorney, since preparation of title abstracts without the direct supervision of a South Carolina licensed attorney

constitutes the unauthorized practice of law and a non-attorney is not qualified to provide a "professional" title opinion.

12. Nationstar admits so much of Paragraph 11 as can be found in the public records for Colleton County, but is without information regarding the truth or falsity of the remaining allegations, and therefore they are denied. As set forth herein, Nationstar admits Plaintiff was represented by an attorney at the loan closing which is the subject of this action.

13. Nationstar is without sufficient information to admit or deny the allegations of Paragraph 12 and, therefore, denies same. Nationstar admits the authenticity of Exhibit 6, and refers the Court to the document itself for its terms, which appears to have been prepared after Old South transferred the note, which was secured by the mortgage, to Flagstar, pursuant to the loan documents attached to the Complaint as Exhibit 4.

14. Paragraphs 13 and 14 call for legal conclusions in which no response is required, but to the extent one is deemed required, these paragraphs are denied.

15. As to Paragraph 15, it is admitted that Old South endorsed the note to Flagstar after the closing and that Plaintiff acknowledged the transfer in the documents incorporated by reference in her Complaint as Exhibit 4. The rest of Paragraph 15 is denied.

16. Nationstar admits so much of Paragraph 16 as can be confirmed by the South Carolina Secretary of State's office. Nationstar is without information to admit or deny the rest of Paragraph 16, and it is therefore, denied.

17. Paragraphs 17 and 18 are legal conclusion to which no response is required. To the extent Nationstar is required to respond to Paragraphs 17 or 18 as written, said paragraphs are denied.

18. Nationstar admits so much of Paragraph 19 as can be determined by the public records, but denies the rest of the paragraph.

19. As to Paragraph 20, Nationstar admits it has not caused an assignment to be recorded with the Register of Deeds Office for Colleton County and denies the rest of Paragraph 20.

20. Nationstar is without sufficient information to admit or deny so much of Paragraph 21 as alleges when Plaintiff received the October 5, 2007 letter from Old South and, therefore, denies same. The remaining allegations of Paragraph 21 are admitted.

21. Nationstar is without information and belief to admit or deny Paragraph 22, and it is therefore, denied; however, Nationstar craves reference to the loan documents and correspondence incorporated by reference in the Complaint.

22. Nationstar is without information or belief regarding the truth or falsity of Paragraphs 23 and 24, and therefore this paragraph is denied; however, Nationstar admits that the loan was current when the Plaintiff filed her Chapter 13 bankruptcy petition and plan. Nationstar further admits the authenticity and truthfulness of Exhibit 9, with the exception of the truth or falsity of the handwritten notes.

23. Nationstar is without sufficient information to admit or deny the allegations of Paragraph 25 and, therefore, denies same. As to any reference to Exhibit 10, Nationstar refers the Court to the document itself for its terms, but denies it proves when and where the payment referenced was made. However, Nationstar admits Plaintiff was current on her loan payments at the time she filed her Chapter 13 petition and plan.

24. Nationstar admits the validity of Exhibit 11, and refers the Court to Exhibit 11 and the other closing documents incorporated by reference for the escrow requirements of the loan. Except as stated herein, the remaining allegations of Paragraph 26 are denied.

25. Nationstar is without sufficient information to admit or deny the allegations of Paragraph 27 and, therefore, denies same.

26. Paragraph 28 and the September 16, 2009 letter included in Exhibit 12 are admitted; Nationstar is without sufficient information to admit or deny the remaining articles/publications incorporated as a part of Exhibit 12, and the are therefore denied and

Nationstar objects to their admissibility unless they are authenticated or otherwise proven in court.

27. As to Paragraph 29, Nationstar is unable to admit or deny representations made by Flagstar to Plaintiff except those expressly set forth in Exhibit 13 and the other loan documents incorporated by reference in the Complaint, including but not limited to paragraph 5 of the mortgage, and Nationstar refers the Court to those documents for any express representations. Except as herein stated, Paragraph 29 are denied.

28. Nationstar admits the Hazard Insurance Authorization and Requirements included in Exhibit 14, but denies the appraisal because it does not appear to constitute the full appraisal. Furthermore, Nationstar is without sufficient information to admit or deny the value of the property as of October 14, 2009 and demands proof of the same. Except as stated herein, the remaining allegations of Paragraph 30 are denied.

29. Nationstar admits so much of Paragraph 31 as alleges it sent Plaintiff the correspondence purportedly attached to the Complaint as Exhibit 15. Nationstar is without information sufficient to admit or deny the remaining allegations of Paragraph 31, and they are therefore denied.

30. Nationstar admits so much of Paragraph 32 as alleges Flagstar transferred the loan servicing to Nationstar and that Plaintiff "honored the original mortgage and continued to send Nationstar payments". Nationstar specifically denies it engaged in "fraudulent, illegal or unconscionable acts" against Plaintiff, that it commenced or threatened foreclosure proceedings against Plaintiff, or that there is any "basis under law and equity to challenge Nationstar's legal standing to collect payments." Nationstar is without sufficient information to admit or deny the remaining allegations Paragraph 32 and they are, therefore, denied.

31. Paragraph 33 is denied.

32. Nationstar admits so much of Paragraph 34 as alleges Plaintiff filed bankruptcy, but is without sufficient information to admit or deny the remaining allegations of Paragraph 34 and, therefore, denies same.

33. Paragraph 35 is admitted.

34. Nationstar admits so much of Paragraph 36 as alleges Nationstar filed a Proof of Claim on April 29, 2011, and refers the Court to the document itself for its terms, and refers to the copy of the note endorsed in blank attached hereto as **Nationstar's Exhibit A** as proof that

Nationstar is the legal holder of the note and has standing to collect payments on the note, and enforce the note as allowed by law and with the consent of the bankruptcy court or other court of competent jurisdiction. Nationstar specifically asserts it is not currently attempting to collect a debt against Plaintiff or foreclose on the mortgage, and asserts Plaintiff's loan is current. Except as stated herein, Nationstar is without information sufficient to admit or deny the remaining allegations of Paragraph 36 and, therefore, denies same.

35. Paragraph 37 is admitted.

36. Nationstar admits so much of Paragraph 38 as states the Plan indicates a zero arrearage on Plaintiff's mortgage payments, the Trustee is not required to make payments to Nationstar, and the Plan requires Plaintiff to personally pay her mortgage payments directly to Nationstar according to the original terms of the mortgage; the remaining allegations are denied.

37. Nationstar admits so much of Paragraph 39 as alleges that Plaintiff contacted Nationstar to request that her on-line account access and monthly billing statements be reinstated and that Plaintiff, not the Trustee, is responsible for making the monthly payments to Nationstar. Except as herein stated, the remaining allegations of Paragraph 39 are denied.

38. Paragraph 40 is admitted.

39. Nationstar admits so much of Paragraph 41 as alleges that Nationstar allows Plaintiff to call the bankruptcy services office during offices hours to obtain verbal information regarding her account, but also asserts Plaintiff was provided with a payment coupon book and can refer to her personal bank accounts regarding negotiated payments. The remaining allegations of Paragraph 41 are denied.

40. Paragraph 42 does not require a response but to the extent a response is deemed required, Nationstar is without information sufficient to admit or deny the allegations of Paragraph 42 and, therefore, denies same.

41. Nationstar admits the validity of Exhibit 19, and refers the Court to the document itself for its terms. Nationstar is without information sufficient to admit or deny the remaining allegations of Paragraph 43 and, therefore, denies same.

42. Nationstar is without information sufficient to admit or deny the allegations of Paragraph 44 and, therefore, denies same, but admits that Nationstar's policy relating to accounts

in which borrowers have filed bankruptcy is set forth in Exhibits 21 and 22 incorporated by reference in the Complaint.

43. Nationstar is without sufficient information at this time to admit or deny the allegations of Paragraph 45 and, therefore, denies same.

44. Paragraphs 46 and 47 call for legal conclusions, but to the extent a response is required, the allegations in these paragraphs are denied.

45. Paragraph 48 is denied.

46. Paragraph 49 is denied and specifically denies the truthfulness, relevancy and admissibility of Exhibit 20, especially as it deals with Countrywide, which is not a party to this action.

47. Nationstar is without information sufficient to admit or deny the allegations of Paragraph 50 and, therefore, denies same. Admit

48. Nationstar admits so much of Paragraph 51 as alleges that Plaintiff filed a complaint with the South Carolina Department of Consumer Affairs. Nationstar is without information sufficient to admit or deny the remaining allegations of Paragraph 51 and, therefore, denies same.

49. Paragraph 52 is admitted.

50. Paragraph 53 is denied.

51. Nationstar admits so much of Paragraph 54 as alleges that Nationstar sent Plaintiff a coupon book, did not reinstate monthly billing statements, and copied the SCDCA. Nationstar is without information sufficient to admit or deny the remaining allegations of Paragraph 54 and, therefore, denies same.

52. Nationstar is without information sufficient to admit or deny the allegations of Paragraph 55 and, therefore, denies same, except affirmatively asserts Nationstar is the holder of the original note endorsed in blank and has standing to collect payments from Plaintiff.

53. Nationstar is without information sufficient to admit or deny the allegations of Paragraph 56 and Exhibit 23, therefore, denies same and specifically also denies the validity, truthfulness, admissibility and relevancy of Exhibit 23, especially since Nationstar has never attempted to foreclose on Plaintiff's property.

54. Nationstar is without information sufficient to admit or deny the allegations of Paragraph 57 and Exhibit 24, therefore, denies same and specifically also denies the validity,

truthfulness, admissibility and relevancy of Exhibit 24, especially since Nationstar has never attempted to foreclose on Plaintiff's property.

55. Paragraphs 58, 59, 60, 61, and 62 are denied. Furthermore, Nationstar denies the admissibility, genuineness, and relevancy of Exhibits 25 and 26 since Nationstar has not commenced a foreclosure action against Plaintiff and Exhibit 26 pertains to a company which is not a party to this action.

56. Nationstar is without information sufficient to admit or deny the allegations of Paragraph 63 and, therefore, denies same.

57. Nationstar admits the validity of Exhibit 27, but is without information sufficient to admit or deny the remaining allegations of Paragraph 64 and, therefore, denies same.

58. Nationstar is without information sufficient to admit or deny the allegations of Paragraphs 65 and 66 and, therefore, denies same. Furthermore, Plaintiff's allegations that she obtained legal advice from an undisclosed attorney and obtained a purported legal opinion from Editso Title Services provided a purported legal opinion regarding the status of the title to the property, including but not limited to Exhibit 5 to the Complaint, constitute the unauthorized practice of law, are inadmissible, and should be stricken from the record.

59. To the extent Paragraphs 67, 68, 69, 70, 71, 72, 73, 74, 75, and 76 require a response, Nationstar is without information sufficient to admit or deny the allegations and, therefore, denies same. Nationstar also denies the admissibility, genuineness, and relevancy of the exhibits referenced in these paragraphs and demands strict proof of the same.

60. Paragraphs 77 and 78 are admitted.

61. Nationstar is without information sufficient to admit or deny the allegations of Paragraph 79 and, therefore, denies same.

62. Nationstar admits it is the loan servicer of the loan which is the subject of this action and that Fannie Mae is the investor. Nationstar is without information sufficient to admit or deny the allegations of Paragraphs 80 and 81, therefore, denies same.

63. Nationstar is without information sufficient to admit or deny the allegations of Paragraph 82 and, therefore, denies same.

64. Nationstar admits so much of Paragraph 83 as can be verified by the note and mortgage, and denies the rest of the paragraph.

65. Nationstar is without information sufficient to admit or deny the allegations of Paragraphs 84 and 85 and, therefore, denies same.

66. Paragraph 86 purports to be a legal conclusion to which no response is required. To the extent a response is required, Paragraph 86 is denied.

67. Nationstar is without information sufficient to admit or deny the allegations of Paragraph 87 and, therefore, denies same.

68. Nationstar admits so much of Paragraph 88 as alleges that the loan was transferred to Nationstar. Nationstar is without information sufficient to admit or deny the remaining allegations of Paragraph 88 and, therefore, denies same. Nationstar also specifically denies the admissibility, relevancy, and genuineness of Exhibit 37 and demands strict proof of the same.

69. Nationstar admits so much of Paragraph 89 as alleges that Nationstar, not Flagstar, is the current holder of the note; the remaining allegations of Paragraph 89 are denied.

70. Paragraph 90 is vague and confusing; however, Nationstar admits so much of Paragraph 90 as alleges that Nationstar did not originate the loan, that Nationstar is the current servicer of the loan, that Fannie Mae is the investor of the loan, and that Nationstar is the holder of the note and has all of the rights of a holder as set forth in Article 3 of the Uniform Commercial Code. The remaining allegations of Paragraph 90 are denied, upon information and belief.

71. Paragraphs 91 and 92 are denied.

72. Paragraph 93 is denied, upon information and belief.

73. Nationstar is without information sufficient to admit or deny the allegations of Paragraph 94 and, therefore, denies same.

74. As to Paragraph 95, Nationstar craves reference to the terms of loan documents incorporated by reference in the Complaint and/or to be produced and denies anything inconsistent with said loan documents.

75. To the extent Paragraph 96 is directed to Nationstar, it is denied and the allegations of said paragraph do not properly reflect what is required by the law in South Carolina.

76. Paragraphs 97 and 98 are denied.

77. Paragraph 98 is denied.

78. To the extent Paragraph 99 can be construed to allege that Nationstar does not have an interest in the loan which is the subject of this action, this paragraph is denied. This paragraph is too vague or confusions to admit or deny the remaining allegations; therefore, the remaining allegations are denied.

79. Paragraphs 100 through 104 do not appear to be addressed to Nationstar and are therefore denied. Nationstar also denies the admissibility, genuineness and relevancy of of Exhibit 39.

80. No response is required to Paragraph 105. To the extent a response is deemed required, Paragraph 105 is denied.

81. Paragraphs 106 - 109 are denied

82. Paragraph 110 is admitted.

83. Nationstar is without information sufficient to admit or deny the allegations of Paragraphs 111 - 113 and, therefore, denies same; however, Nationstar acknowledges Plaintiff was represented by an attorney of her choosing at the closing.

84. Paragraphs 114 - 115 are denied.

85. Nationstar is without information sufficient to admit or deny the allegations of Paragraphs 116 - 120 and, therefore, denies same.

86. Nationstar admits so much of Paragraph 121 as alleges that Fannie Mae is a private institution. The remaining allegations of Paragraph 121 are denied.

87. To the extent Paragraphs 122 - 126 are directed to Nationstar, Nationstar is without information sufficient to admit or deny the allegations in these paragraphs and, therefore, denies same.

88. Paragraphs 127 - 129 are denied.

89. Nationstar admits so much of Paragraph 130 as alleges Plaintiff retained counsel of her choice to represent her in the loan closing. Nationstar is without information sufficient to admit or deny the remaining allegations of Paragraph 130 and, therefore, denies same.

90. Paragraphs 131 - 133 are denied.

91. No response is required to Paragraph 134. To the extent a response is deemed required, Paragraph 134 is denied.

92. Paragraph 135 is denied.

93. Nationstar is without information sufficient to admit or deny the allegations of Paragraph 136 and, therefore, denies same. Additionally, Nationstar cannot quantify what is widely known and understood by Americans.

94. Paragraph 137 does require a response as it simply recites random criminal statutes from the South Carolina Code which have nothing to do with the subject of this action. To the extent a response is deemed required, Paragraph 137 is denied.

95. Paragraph 138 is denied.

96. Nationstar admits so much of Paragraph 139 as can be found in the closing documents and denies the rest, especially the allegation that there was anything fraudulent or illegal about the closing especially since Plaintiff's retained counsel of her choosing who approved the closing.

97. As to Paragraph 140, Nationstar admits the validity of Exhibit 41, and refers the Court to the document itself for its terms, and denies any allegations inconsistent therewith.

98. Nationstar is without information sufficient to admit or deny the allegations of Paragraph 141 and, therefore, denies same.

99. So much of Paragraph 142 is admitted as is shown on page 1 the RESPA Servicing Disclosure Form as page 2 of the Disclosure is not included in Exhibit 42. Anything inconsistent with page 1 of the RESPA Servicing Disclosure Form is denied.

100. So much of Paragraph 143 is admitted as is shown on the closing documents and as is attached as Exhibit 43.

101. Paragraph 144 is confusing, but to the extent Plaintiff is attempting to assert it did not receive notice of Old South's intent to transfer or sell the loan or that the exhibit referenced in this paragraph somehow nullifies the note or mortgage, the allegations are denied. Nationstar craves reference to Exhibit 43 and the other loan documents for the terms stated therein.

102. Nationstar admits so much of Paragraph 145 as alleges that the servicing of the loan was properly transferred to Nationstar in 2009 and that Nationstar is the legal holder of the note. The remaining allegations are denied to the extent they relate to Nationstar.

103. No response is required to Paragraph 146 as it calls for a legal conclusion. Nationstar admits so much as allegations purports to state that in South Carolina, a assignment of

the mortgage does not need to be recorded and follows the note and is enforceable by the holder of the note. The remaining allegations are denied.

104. Paragraph 147 is denied.

105. Nationstar admits so much of paragraph 148 as can be found in the terms of the note and mortgage, and denies the rest.

106. It does not appear that a response to Paragraphs 149 - 152 are required from Nationstar, but to the extent one is, this paragraph is denied.

107. Paragraph 153 and 154 are denied.

108. Paragraph 155 is denied.

109. Paragraph 156 is denied.

110. No response is required to Paragraph 157. To the extent a response is deemed required, Paragraph 157 is denied.

111. Paragraphs 158 - 171 are denied.

112. Nationstar is without information sufficient to admit or deny the allegations of Paragraph 172 and, therefore, denies same.

113. As to Paragraphs 173 - 179, Nationstar alleges Plaintiff was represented by counsel of her choosing, had knowledge or constructive knowledge of all of the terms set forth in the loan documents, accepted the terms as stated therein, and that the note secured by the mortgage is a legally enforceable contract in which Plaintiff knowingly entered into. To the extent this paragraph alleges otherwise, those allegations are denied.

114. The subsequent allegations and/or the prayers for relief as set forth in the Complaint following the "WHEREFORE" provision are denied.

**FOR A SECOND DEFENSE
(Failure to State a Claim)**

115. The Complaint fails to state facts sufficient to constitute a cause of action against Nationstar or to entitle Plaintiff to the remedies requested.

116. The Complaint fails to satisfy the heightened pleading standard required when alleging fraud as set forth in Rule 9(b), SCRCP, because the nine elements of fraud are not properly pled and the circumstances constituting fraud are not particularly stated.

117. Plaintiff fails to identify the alleged misrepresentation she relied upon.

FOR A THIRD DEFENSE
(Holder/Holder in Due Course Status)

118. The holder or nonholder in possession of the note, which is Nationstar, is entitled to enforce the note, even though Nationstar is not the owner of the note.

119. Nationstar's status of holder in due course is supported by the allegations set forth in the Complaint in that the note was negotiated and transferred to Flagstar for value by Old South after the closing. Plaintiff does not claim to have had any direct contact with Flagstar prior to the closing. After Flagstar obtained holder in due course status, its rights as a holder in due course were transferred to all subsequent transferees. Nationstar, as the current holder of the negotiated instrument, is, therefore, also a holder in due course.

120. Plaintiff admits signing the note which is incorporated by reference in her Complaint and does not assert any defenses or claims in recoupment.

FOR A FOURTH DEFENSE
(Rescission Ineffective and Barred by Statute of Limitations)

121. Plaintiff is essentially seeking to rescind the loan, and such rescission is ineffective and incomplete due to Plaintiff's failure to follow the proper rescission procedure under the law and failure to do so within the time period permitted under the law.

122. Furthermore, rescission of the loan is barred by the applicable statute of limitations.

FOR A FIFTH DEFENSE
(Recovery in Tort Prohibited)

123. The causes of action based on fraud are based in tort. However, any duty owed by Nationstar or its predecessors to Plaintiff, the existence of which Nationstar strictly denies, would have arisen under the mortgage contract only, and are not subject to tortious causes of

action. Because the responsibilities of the parties lie in contract, Plaintiff is prohibited from seeking recovering under a cause of action that lies in tort.

**FOR A SIXTH DEFENSE
(Unclean Hands)**

124. Plaintiff voluntarily and willingly, after consultation with her attorney, entered into the loan transaction which is the subject of this action, received the benefits of the loan which included ownership of her current residence, but now seeks to retain the benefit of the loan without the responsibility of paying off the loan. Because Plaintiff comes into this Court with unclean hands as to the particular loan transaction of which she now complains, she should be barred from any recovery.

125. Plaintiff also attempted to obtain relief from the Court by intentionally providing notice to Nationstar, even though Plaintiff has been making payments directly to Nationstar since 2009. Because Plaintiff comes into this Court with unclean hands, she should be barred from any recovery.

**FOR A SEVENTH DEFENSE
(Waiver)**

126. Plaintiff was represented by counsel at the closing of this loan and had a fair and full opportunity at the closing to object to learn the character or essential terms of the note, mortgage and other loan documents, and object to the aspects of the closing in which she now objects. Plaintiff possessed, at the time of the closing, actual and constructive knowledge of her rights with regard to this loan transaction. Instead of objecting to any deficiencies, Plaintiff accepted the benefits of the financing which enabled her to purchase her current residence. Plaintiff's counsel then presented the Mortgage for filing with the Register of Deeds and presented the original loan documents with the implicit representation that they were proper and would provide a first-position security interest in the mortgaged property. By doing so, Plaintiff

thereby voluntarily and intentionally relinquished any right she may have had to complain of any deficiencies in the origination or closing of this loan, and Plaintiff's causes of action are barred.

**FOR AN EIGHTH DEFENSE
(Statute of Limitations)**

127. The closing took place on or about October 5, 2007, almost five (5) years ago. Therefore, any claims of Plaintiff are barred by the applicable statutes of limitations.

**FOR A NINTH DEFENSE
(Laches)**

128. Plaintiff waited almost five years, an unreasonable length of time, before complaining of any deficiencies in the origination, servicing or collection of this loan. Nationstar has been prejudiced and disadvantaged by this unreasonable delay, and any relief otherwise available to Nationstar is barred by the doctrine of laches.

**FOR A TENTH DEFENSE
(Estoppel)**

129. Plaintiff requested and applied for a loan and when she approved, she obtained the counsel of her choice and agreed to the terms in the loan documents, which clearly disclosed that the loan would be transferred. By signing the various forms presented and by closing this loan, Plaintiff took actions that conveyed the impression that she would agree to repay the entire loan pursuant to the terms of the loan documents. Plaintiff intended for the parties to this action rely on her ability and agreement to repay the loan and Plaintiff expected Old South and Flagstar to act on the impression that she would repay this loan. In relying on those statements or impressions, Nationstar's predecessor-in-interest detrimentally changed its position by laying out thousands of dollars to or on behalf of Plaintiff. Plaintiff is are therefore estopped from asserting any position contrary to the promises and agreements made in the loan documents or resulting from Plaintiff's own improper or inequitable conduct.

FOR AN ELEVENTH DEFENSE
(Assumption of Risk)

130. Nationstar denies Plaintiff has sustained any damages, but to the extent any damages are deemed to have been sustained, they were the result of conditions and risks the nature and extent of which were fully appreciated by Plaintiff, and she voluntarily and knowingly exposed herself to those conditions or risks.

FOR A TWELTH DEFENSE
(Right to Recoupment and to Repayment)

131. Nationstar's predecessor-in-interest advanced a sum of money to Plaintiff, which sum Plaintiff promised to repay in full, with interest at the rate the parties agreed upon. If the Court were to grant Plaintiff the relief she seeks, Nationstar would be still be entitled to the repayment of the sums advanced, plus interest and other relief allowed by the loan documents.

FOR A THIRTEENTH DEFENSE
(Non-Waiver)

132. Nationstar reserves and does not waive any additional or further defenses as may be revealed by additional information that may be acquired in discovery or otherwise.



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Fax: (803) 343-7017
harriet.wallace@rtt-law.com

ATTORNEY FOR NATIONSTAR MORTGAGE, LLC

August 16, 2012

NOTEOCTOBER 5, 2007
[Date]Walterboro,
[City]SOUTH CAROLINA
[State]209 PRESIDENTIAL CT, ROUND O, SC 29474-4374
[Property Address]**1. BORROWER'S PROMISE TO PAY**

In return for a loan that I have received, I promise to pay U.S. \$76,000.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is OLD SOUTH MORTGAGE CORP, A SOUTH CAROLINA CORPORATION.

I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 7.000%.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS**(A) Time and Place of Payments**

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the 1st day of each month beginning on NOVEMBER 1, 2007. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on OCTOBER 1, 2037, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at

4 CARRIAGE LN
403

CHARLESTON, SC 29407

or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$505.63.

4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any

Initials: Mom

MULTISTATE FIXED RATE NOTE-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3200 1/01
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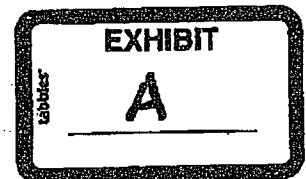
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209 Presidential Ct Round O, SC 29474-4374

4092



sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.000% of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. WAIVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which

Initials: *M*



Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

Melissa Marks (Seal)
MELISSA MARKS

PAY TO THE ORDER OF
FLAGSTAR BANK, FSB
WITHOUT RECOURSE

OLD SOUTH MORTGAGE CORP.

BY: Sy

PRINTED NAME

ITS:

PAY TO THE ORDER OF
Flagstar Bank, FSB
WITHOUT RECOURSE

Old South Mortgage Corp

By: Sandra Yavello
Sandra Yavello
Loan Operations Associate

[Sign Original Only]

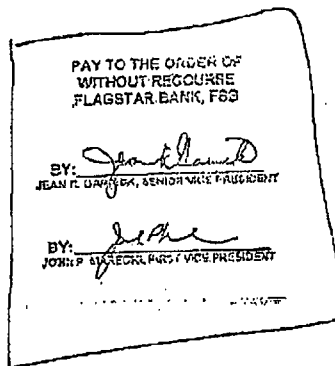
MULTISTATE FIXED RATE NOTE-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3200 1/01
© 1999-2007 Online Documents, Inc. Page 3 of 3

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4092

208 Presidential Ct. Round O, SC 29474-4374

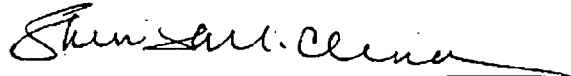


CERTIFICATE OF SERVICE
2012-CP-15-262

I HEREBY CERTIFY that on this 16th day of August, 2012, a copy of Nationstar Mortgage, LLC's Memorandum in Opposition to Plaintiff's Answer were mailed by first-class mail, postage prepaid, to:

Melissa J. Marks
209 Presidential Court
Round O, SC 29474

John Fulton Knobloch, Esquire
808 Johnnie Dodds Blvd.
Mt. Pleasant, SC 29464



Sheri H. McClendon
Paralegal to Harriet Pollitt Wallace
ROGERS TOWNSEND & THOMAS, PC
220 Executive Center Drive (29210)
Columbia, SC 29202-3200
(803) 771-7900

ATTORNEY FOR DEFENDANT NATIONSTAR
MORTGAGE, LLC

STATE OF SOUTH CAROLINA)

COUNTY OF COLLETON)

MELISSA JEAN MARKS, PRO SE,)

Plaintiff,)

vs.)

OLD SOUTH MORTGAGE CORP., ET AL.)

Defendant.)

IN THE COURT OF COMMON PLEAS
FOURTEENTH JUDICIAL CIRCUIT

CASE NO.: 2012-CP-15-262

**MOTION AND ORDER INFORMATION
FORM AND COVERSHEET**

Plaintiff's Attorney: <u>Pro Se</u> Melissa Jean Marks, Bar No. N/A Address: 209 Presidential Court, Round O, SC 29474 Phone: 843-599-3156 Fax _____ E-mail: mjmmarks68@hotmail.com Other: _____		Defendant's Attorney: _____, Bar No. _____ Address: _____ Phone: _____ Fax _____ E-mail: _____ Other: _____	
☐ MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III) ☒ FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III) ☒ PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)			
SECTION I: Hearing Information			
Nature of Motion: _____		Court Reporter Needed: ☐ YES/ ☐ NO	
Estimated Time Needed: _____			
SECTION II: Motion/Order Type			
☒ Written motion attached ☒ Form Motion/Order I hereby move for relief or action by the court as set forth in the attached proposed order.			
Signature of Attorney for ☒ Plaintiff / ☐ Defendant		October 15, 2012 Date submitted	
SECTION III: Motion Fee			
☒ PAID - AMOUNT: \$ <u>25.00</u> ☐ EXEMPT: (check reason) ☐ Rule to Show Cause in Child or Spousal Support ☐ Domestic Abuse or Abuse and Neglect ☐ Indigent Status ☐ State Agency v. Indigent Party ☐ Sexually Violent Predator Act ☐ Post-Conviction Relief ☐ Motion for Stay in Bankruptcy ☐ Motion for Publication ☐ Motion for Execution (Rule 69, SCRPC) ☒ Proposed order submitted at request of the court; or, reduced to writing from motion made in open court per judge's instructions Name of Court Reporter: _____ ☐ Other: _____			
JUDGE'S SECTION			
☐ Motion Fee to be paid upon filing of the attached order. ☐ Other: _____		JUDGE CODE _____ Date: _____	
CLERK'S VERIFICATION			
Collected by: _____ Date Filed: _____ ☐ MOTION FEE COLLECTED: \$ _____ ☐ CONTESTED - AMOUNT DUE: \$ _____			

PATRICIA D. GRANT
COLLETON COUNTY
COMMON PLEAS

2012 OCT 15 PM 2:56

STATE OF SOUTH CAROLINA

COUNTY OF COLLETON

MELISSA JEAN MARKS, *Pro Se*,

Plaintiff,

vs.

OLD SOUTH MORTGAGE CORPORATION,
JOHN DOES 1-100,
FICTITIOUS CORPORATIONS 1-100, and
NATIONSTAR MORTGAGE, LLC,

Defendants.

) IN THE COURT OF COMMON PLEAS
) FOURTEENTH JUDICIAL CIRCUIT
) CIVIL ACTION NO.: 2012-CP-15-262

**PLAINTIFF'S WITHDRAWAL OF
PLAINTIFF'S MOTION FOR
SUMMARY JUDGMENT AND
MOTION FOR LEAVE TO
AMEND COMPLAINT**

2012 OCT 15 PM 2:56

PATRICIA C. GRAHAM
COLLETON COUNTY
COMMON PLEAS

NOW COMES pro se Plaintiff Melissa Jean Marks pursuant to the South Carolina Rules of Civil Procedure and hereby withdraws her Motion for Summary Judgment, filed on May 14, 2012, and moves this Honorable Court for leave to amend her Complaint, filed on April 6, 2012, and submits the attached proposed Order granting same and for the following reasons and purposes.

1. Subsequent to Plaintiff filing her motion for summary judgment, the Court granted Nationstar Mortgage, LLC's motion to Intervene, ordered that Nationstar shall be added as a defendant and Nationstar shall file an answer in this action.
2. Nationstar filed an answer and raised allegations and defenses in its answer that are not addressed in Plaintiff's motion for summary judgment.
3. The Court granted Plaintiff leave to file an amended motion for summary judgment; Plaintiff cannot do so until after she has obtained and reviewed the necessary discovery responses from defendants, and Plaintiff does not know exactly how long that will

take.

4. Plaintiff does not desire the scheduling of a hearing or ruling on her motion for summary judgment because she intends to file an amended motion for summary judgment upon completion of discovery; therefore, Plaintiff is withdrawing her motion for summary judgment.

5. In Nationstar's filings and statements submitted to the courts, Nationstar repeatedly misrepresented that Nationstar is the owner of the subject mortgage or holder of the subject note. **Exhibit 1**, attached hereto and incorporated herein by referenced.

6. In Nationstar's answer and responses to Plaintiff's discovery requests, Nationstar responded that Fannie Mae is the owner of the subject mortgage and that Nationstar is the servicer, which is consistent with the pleadings, testimony and evidence submitted to the Court by Plaintiff that Nationstar is not the owner and is just a servicer. **Exhibit 2**, attached hereto and incorporated herein by reference.

7. On July 22, 2012, Plaintiff discovered that Fannie Mae has a Loan Lookup accessible via Internet and that it states: "Based on the property information you entered, Fannie Mae owns a loan on the property at this address" and Plaintiff entered her address at 209 Presidential Court, Round O, SC in this search. **Exhibit 3**, attached hereto and incorporated herein by reference.

8. Exhibit 3 contains the following disclaimer: "The Fannie Mae Loan Lookup is provided as a convenience for borrowers. Fannie Mae makes no representation, warranty, or guarantee regarding the accuracy or completeness of the results. A search that results in a 'Match Found' status does not guarantee or imply that you will qualify for a Making Home

Affordable refinance or modification. Information that does not match our records exactly may return inaccurate results. You should contact your mortgage lender to verify these results."

9. In an article entitled "Losing the Paper – Mortgage Assignments, Note Transfers and Consumer Protection" of the Loyola Consumer Law Review, dated May 4, 2012, it confirms what Plaintiff discovered during her research prior to filing this action in that it states: "MERS purports to be a national database of mortgage ownership and ownership changes. However, prior to 2011 MERS was not regulated by any state or federal agency, and its database was not regularly audited. Because MERS relied on its mortgage industry members – banks and servicing companies – to voluntarily report loan ownership transfers, the MERS database was not a reliable record of those transfers." **Exhibit 4**, attached hereto and incorporated herein by reference.

10. Generally speaking, members of MERS do not routinely record assignments of mortgage in the county register of deeds until they plan to file foreclosure proceedings, and at Plaintiff's request Edisto Title Services researched and confirmed no assignments of mortgage have been recorded in the county register of deeds as to the subject mortgage, and Nationstar admitted it did not record an assignment. **Exhibit 5**, attached hereto and incorporated herein by reference.

11. Prior to filing her action, Plaintiff was aware from her research that sometimes a REMIC or trust pool of mortgage investors is the hidden, undisclosed entity in MERS mortgage transactions.

12. Plaintiff also discovered during her research there are Security Exchange Commission filings showing the existence of Flagstar Mortgage Loan Trust 2007-A1, Mortgage

Pass-Through Certificates, Series 2007-A1, but the filings she searched do not disclose the loan numbers or assets of this trust with specificity, and consequently, she was unable to rule out the possibility that this trust was involved prior to filing her motion for summary judgment. **Exhibit 6**, attached hereto and incorporated herein by reference.

13. What the foregoing means in effect is that one way Plaintiff could attempt to verify the identity of the parties who may claim to own the subject mortgage and note or an interest in equity in her home is to file a civil action, see who comes forward to intervene in her action, serve discovery requests on defendants, and follow up on those discovery requests until they are adequately answered by the defendants.

14. On October 4, 2012, Nationstar, a Fannie Mae loan servicer, stated in response to Plaintiff's interrogatories that "Fannie Mae is the owner of the note and mortgage," and this statement is supported by the MERS database record showing Fannie Mae as the "investor" in the subject mortgage, Plaintiff's Equifax credit report showing the home loan account as a "Fannie Mae account", and the Fannie Mae Loan Lookup showing Fannie Mae "owns a loan on the property at this address." **Exhibit 7**, attached hereto and incorporated herein by reference.

15. Any and all interested parties at all times have a legal duty to timely and accurately notify the public and Plaintiff of any alleged rights and interests in the subject mortgage and note and in her home if they wished to maintain or assert such rights and interests.

16. Plaintiff has demonstrated to the Court that she has made reasonable efforts to identify the proper party to be named and served as a defendant in this action through personal research of the records available to her in the public domain and through discovery in

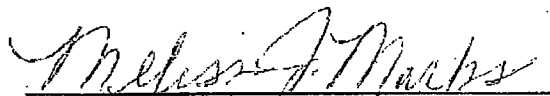
this proceeding.

17. In consideration of the foregoing, Plaintiff moves the Court for leave to amend her complaint for the sole purpose of substituting Federal National Mortgage Association, dba Fannie Mae, as a defendant in this action in place of defendants John Does 1-100 and Fictitious Corporations 1-100 and voluntarily dismissing those defendants from this action without prejudice.

18. Plaintiff is filing herewith a proposed order granting her motion for leave to amend complaint, and if granted, Plaintiff will file an amended summons and complaint and arrange for a process server to serve them upon Fannie Mae upon receipt of the Court's Order.

19. The granting of Plaintiff's motion for leave to amend her complaint is not prejudicial to any party but is requested so that justice may be done.

Respectfully submitted,



Melissa Jean Marks, Plaintiff pro se
209 Presidential Court
Round O, SC 29474
(843) 599-3156
mjmarks68@hotmail.com

Round O, South Carolina
Dated: October 15, 2012

EXHIBIT 1

Nationstar's Claims of Ownership Submitted to the Courts

October 15, 2012

<u>Date</u>	<u>Document</u>	<u>Statement</u>
	<u>Bankruptcy Court:</u>	
4/29/2011	Form 10 Proof of Claim	"Name of Creditor (the person or other entity to whom the debtor owes money or property): Nationstar Mortgage, LLC"
5/9/2012	Motion for Clarification	"Movant is the current holder of a note ("Note") given by Melissa Marks ("Marks") to Old South Mortgage Corp, a South Carolina Corporation."
	<u>Colleton County Court of Common Pleas:</u>	
5/9/2012	Nationstar's Notice of Plaintiff's Chapter 13 Bankruptcy Filing and Notice of Appearance	"Nationstar Mortgage, LLC is the current holder of a promissory note which is secured by a mortgage originally made by Plaintiff to Defendant Old South Mortgage Corporation [...]."
5/31/12	Nationstar's Motion to Intervene	"Nationstar respectfully requests that the court enter an order: a. Substituting Nationstar in place of Old South, John Does 1-100, and Fictitious Corporations 1-100 as the sole defendant in the present action; [...]"
7/16/12	Nationstar's Opposition to Plaintiff's Motion for Summary Judgment	"In Plaintiff's Motion, she incorrectly refers to Nationstar as the servicer of the obligation. [...] Nationstar is the legal holder of the Note."
7/18/12	Transcript of Hearing on Nationstar's Motion to Intervene	"MS. WALLACE: We are the holder of the note and, actually, I have the original note." [Page 4, Lines 12-13] "THE COURT: Your client is not as set forth in the Memorandum, merely servicing this account. MS. WALLACE: That is correct, Your Honor. We are not merely servicing --- THE COURT: You're the actual holder of this paper and you believe the plaintiff is indebted to you for the amount on this paper? MS. WALLACE: That is correct, Your Honor." [Pages 4-5, Lines 21-25; 1-2)

<u>Date</u>	<u>Document</u>	<u>Statement</u>
7/23/2012	Nationstar's proposed Order granting Nationstar's Motion to Intervene	"Nationstar then filed its Motion to Intervene claiming it is the current owner and holder of the Note and Mortgage, and is the real party in interest in this case."

EXHIBIT 2

truthfulness, admissibility and relevancy of Exhibit 24, especially since Nationstar has never attempted to foreclose on Plaintiff's property.

55. Paragraphs 58, 59, 60, 61, and 62 are denied. Furthermore, Nationstar denies the admissibility, genuineness, and relevancy of Exhibits 25 and 26 since Nationstar has not commenced a foreclosure action against Plaintiff and Exhibit 26 pertains to a company which is not a party to this action.

56. Nationstar is without information sufficient to admit or deny the allegations of Paragraph 63 and, therefore, denies same.

57. Nationstar admits the validity of Exhibit 27, but is without information sufficient to admit or deny the remaining allegations of Paragraph 64 and, therefore, denies same.

58. Nationstar is without information sufficient to admit or deny the allegations of Paragraphs 65 and 66 and, therefore, denies same. Furthermore, Plaintiff's allegations that she obtained legal advice from an undisclosed attorney and obtained a purported legal opinion from Editso Title Services provided a purported legal opinion regarding the status of the title to the property, including but not limited to Exhibit 5 to the Complaint, constitute the unauthorized practice of law, are inadmissible, and should be stricken from the record.

59. To the extent Paragraphs 67, 68, 69, 70, 71, 72, 73, 74, 75, and 76 require a response, Nationstar is without information sufficient to admit or deny the allegations and, therefore, denies same. Nationstar also denies the admissibility, genuineness, and relevancy of the exhibits referenced in these paragraphs and demands strict proof of the same.

60. Paragraphs 77 and 78 are admitted.

61. Nationstar is without information sufficient to admit or deny the allegations of Paragraph 79 and, therefore, denies same.

★ 62. Nationstar admits it is the loan servicer of the loan which is the subject of this action and that Fannie Mae is the investor. Nationstar is without information sufficient to admit or deny the allegations of Paragraphs 80 and 81, therefore, denies same.

63. Nationstar is without information sufficient to admit or deny the allegations of Paragraph 82 and, therefore, denies same.

64. Nationstar admits so much of Paragraph 83 as can be verified by the note and mortgage, and denies the rest of the paragraph.

to use as a witness at trial of the case.

ANSWER: Nationstar has not retained an expert witness at this time, but reserves the right to name one in the future. In that event, Nationstar will update its answer to this interrogatory.

3. For each person known to you or counsel to be a witness concerning the facts of the case, set forth either a summary sufficient to inform the other party of the important facts known to or observed by such witness, or provide a copy of any written or recorded statements taken from such witness.

ANSWER: See Answer to Interrogatory 1 above.

4. State the name, address, and corporate title(s) or affiliation of each of your agents, officers, directors, shareholders, employees, contractors, or affiliates that have provided or will provide the required information and documents to respond to Plaintiff's pleadings, discovery requests, and at trial.

ANSWER: Monica Nguyen, Bankruptcy Manager. Address: Nationstar Mortgage LLC, 350 Highland Drive, Lewisville, TX 75067

5. Explain how you obtained the note, a copy of which is attached as **Exhibit A** for your reference, and the original of which was presented to the Colleton County Court of Common Pleas for in camera inspection during the hearing on your Motion to Intervene on July 18, 2012, and include in the response from whom the note was obtained, from where the note was obtained, and the date the note was obtained.

ANSWER: Nationstar requested the original note from Fannie Mae's custodian, Bank of NY Mellon, and Nationstar received the original note from Bank of NY Mellon on May 31, 2012. Thereafter, Nationstar forwarded the original note to its counsel, Rogers Townsend &

Thomas, PC.

6. Explain how you obtained the servicing rights to Plaintiff's home loan account #0596566959 and the subject mortgage and note, and include in the response the name of the entity or person that assigned or transferred the servicing rights to you, the date of the assignment or transfer, and the amount you paid to obtain the servicing rights, if any.

ANSWER: Nationstar objects to this Interrogatory on the grounds that the information requested is not discoverable under Rule 26, SCRPC because the information requested is not relevant to the subject matter and allegations in the Complaint and is not reasonably calculated to lead to the discovery of admissible evidence. Subject to this objection, Fannie Mae, as the owner of the loan, transferred the servicing rights of the loan to Nationstar on or about October 1, 2009.

7. Did Flagstar Bank transfer Plaintiff's home loan account and the subject mortgage and note to you for servicing as part of a bulk transfer along with a number of other home loan accounts, mortgages and/or notes during the time period August 2009 through October 2009?

ANSWER: Nationstar objects to this Interrogatory on the grounds that the information requested is not discoverable under Rule 26, SCRPC because the information requested is not relevant to the subject matter and allegations in the Complaint and is not reasonably calculated to lead to the discovery of admissible evidence.

8. Do you own the subject mortgage and note? If so, state the amount you paid for the purchase. If not, state the name, address and agent for service of process of the current owner of the subject mortgage and note.

ANSWER: Fannie Mae is the owner of the note and mortgage. Fannie Mae's address and agent for service of process is of public record.

9. Do you disburse or have you disbursed to another entity or person a percentage of

lead to the discovery of admissible evidence. Subject to this objection, see Answer to Interrogatory #9.

11. State the name(s) of the entity or person who currently pays you or authorizes you some form of compensation in payment for servicing Plaintiff's home loan account # 0596566959 and the subject mortgage and note, and if applicable, the names of each entity or person who has done so in the past.

ANSWER: Nationstar objects to this Interrogatory on the grounds that the information requested is not discoverable under Rule 26, SCRCP because the information requested is not relevant to the subject matter and allegations in the Complaint and is not reasonably calculated to lead to the discovery of admissible evidence. Subject to this objection, see Answer to Interrogatory #9.

12. Did you notify Fannie Mae and/or any other entity or person that may claim to have an interest in the subject mortgage and note regarding the contents of Plaintiff's Complaint and/or forward a copy of Plaintiff's Complaint? If so, list the document(s) in which this information was disclosed or forwarded, including the name(s) of the recipient(s) and date(s) of such document(s).

ANSWER: Yes. Notification was sent to BankruptcyAdministration@fanniemae.com on May 29, 2012.

13. Do you have the express written permission of Fannie Mae and other entities or persons that may claim to have an interest in the subject mortgage and note to appear and defend their interests on their behalf in this particular action? If so, list the document(s) in which such permission was granted, including the date(s) of such document(s).

ANSWER: Nationstar objects to this Interrogatory on the grounds that the Interrogatory

EXHIBIT 3



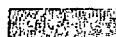
Loan Lookup

The Fannie Mae Loan Lookup enables mortgage borrowers to quickly determine if Fannie Mae owns their loan by providing a street address, unit, city, state, and ZIP code.

If Fannie Mae owns your loan, you may be eligible for programs designed to make your mortgage more affordable – like the Home Affordable Refinance Program (HARP) or the Home Affordable Modification Program (HAMP).

Street Address *	Unit	
209 Presidential Court		
City	State	Zip Code *
ROUND O	SC	29474

* I confirm that I am the owner of this property, or have the consent of the owner to look up this information.



Match Found.

Based on the property information you entered, Fannie Mae owns a loan on the property at this address.

A "Match Found" indicates that you might be eligible for a Making Home Affordable® refinance or modification. If you are interested in a refinance or modification, please contact your mortgage company (the organization to whom you make your monthly mortgage payments) to confirm these results and assess your options.

Be sure to visit KnowYourOptions.com and MakingHomeAffordable.gov to learn more about refinancing, modification programs and other options available for homeowners.

On KnowYourOptions.com, you can access [refinance](#) and [modification](#) calculators so you can estimate payments and possible monthly savings. In addition, find [Frequently Asked Questions](#), [Contact Information](#) for HARP Lenders and Mortgage Servicers and more.

[Search Again](#)

The Fannie Mae Loan Lookup is provided as a convenience for borrowers. Fannie Mae makes no representation, warranty, or guarantee regarding the accuracy or completeness of the results. A search that results in a "Match Found" status does not guarantee or imply that you will qualify for a Making Home Affordable® refinance or modification. Information that does not match our records exactly may return inaccurate results. You should contact your mortgage lender to verify these results.

For information about the use of our site and our privacy policy, [see Legal Information](#). [Click here for FAQs](#).

Making Home Affordable is a trademark of the United States Department of the Treasury.

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EXHIBIT 4

3. The Failure of MERS to Accurately Record Mortgage Ownership

MERS was created in order to eliminate the need to record each mortgage assignment in county property records.⁸⁵ Participating member mortgage lenders and servicers agree to record mortgages in county property records showing MERS as the proxy mortgagee.⁸⁶ MERS purports to be a national database of mortgage ownership and ownership changes.⁸⁷ However, prior to 2011 MERS was not regulated by any state or federal agency, and its database was not regularly audited.⁸⁸ Because MERS relied on its mortgage industry members – banks and servicing companies – to voluntarily report loan ownership transfers, the MERS database was not a reliable record of those transfers.⁸⁹

Our own survey of 396 foreclosure cases in six judicial foreclosure states found that where MERS was mortgagee of record (fifty percent of cases), the plaintiff asserting the right to foreclose matched an identified “investor” in the MERS public record only twenty percent of the time.⁹⁰ Not all mismatches mean that the MERS record is incorrect. For Fannie Mae loans, there will typically be a mismatch because MERS may accurately list Fannie Mac as the investor, while the foreclosure, per the Fannie Mae Servicing Guide, is filed in the name of the servicer as agent.⁹¹ Likewise, the significant number of cases in which the MERS investor is not disclosed could mean either that MERS does not have a record of the current loan owner, or that it does have accurate information but refuses to disclose it.⁹²

Based on the survey, there seems to be a general practice among foreclosure attorneys to record a mortgage assignment from MERS to the party bringing the foreclosure action, shortly before or

⁸⁵ See *Hearing on MERS Before the H. Subcomm. on Hous. & Cmty. Opportunity of the H. Comm. on Fin. Servs.*, (Nov. 18, 2010) [hereinafter “Statement of R.K. Arnold”] (statement of R.K. Arnold, Pres. and C.E.O. of MERSCORP, Inc.); Peterson, *supra* note 8.

⁸⁶ Peterson, *supra* note 74, at 1370-71.

⁸⁷ Statement of R.K. Arnold, *supra* note 85.

⁸⁸ INTERAGENCY REVIEW, *supra* note 4, at 10.

⁸⁹ One court referred to MERS as the “Wikipedia” of land records. *Culhane v. Aurora Loan Servs. of Neb.*, No. 11-11098-WGY, 2011 WL 5925525 (D. Mass. Nov. 28, 2011).

⁹⁰ Data compiled by author from foreclosure and property records in Indiana, Ohio, Pennsylvania, Maryland, Texas, and Iowa. For details on the MERS/foreclosure comparison data, see Appendix 2.

⁹¹ See Fannie Mae Servicing Guide, *supra* note 78.

⁹² Peterson, *supra* note 8, at 130.

LOSING THE PAPER – MORTGAGE ASSIGNMENTS, NOTE TRANSFERS AND CONSUMER PROTECTION

Alan M. White *

ABSTRACT

In this article, I survey the state of the mortgage loan transfer system, the legal rules that govern it, and the widening gap between those rules and the practices in the secondary mortgage market just prior to the 2008 crisis. The review includes some empirical assessment of the extent of errors and execution problems; the damage done by “robo-signing,” the Mortgage Electronic Registration System (“MERS”) and note delivery practices; and the extent to which courts will prevent or reverse foreclosure sales based on those errors and problems. I then examine why existing legal structures, for both paper-based and electronic transfers, are not working, and the extent to which they have failed, I also identify the key consumer and investor protection values and interests (finality, transparency, fraud protection, and so forth) that must be addressed by the law governing secondary market transfers of home loans. I conclude by outlining options for reforming the mortgage loan transfer system, including the use of a single document merging the note and mortgage, and a structure for the registration of a single authoritative electronic version of the mortgage/note and of all changes in parties to, and terms of, the transaction.

* Professor of Law, Valparaiso Law School. Special thanks to Whitney Dickison, Christopher Erickson and Anne Zygaldó for their invaluable assistance with the MERS foreclosure record survey and with additional legal research.

EXHIBIT 5

EDISTO TITLE SERVICES, INC.

November 29, 2011

Melissa Marks
[REDACTED]

RE: Melissa J. Marks, 209 Presidential Court, Round O SC,
Our File 11-3053

Greetings:

At your request we have searched the records of Colleton County for mortgages (only) against the above referenced property.

We find one mortgage to Old South Mortgage Corp. (MERS, Inc.) recorded in Book 1567, Page 193. We find no assignments of record.

We have checked Old South Mortgage Corp. and NorthStar, NationStar and Flagstar Bank for any name changes or mergers and find none.

Should you have any questions or require anything further just le me know.

EDISTO TITLE SERVICES

T

Todd Balish

8535 RANDELL COURT, NORTH CHARLESTON, SOUTH CAROLINA 29420
PHONE: 843/813-2354 FACSIMILE: 843/552-0884 edistotitle@knology.net



350 HIGHLAND DRIVE
LEWISVILLE, TX 75067

www.NationstarMtg.com

October 12, 2009

41646 0049440

MELISSA MARKS
209 PRESIDENTIAL CT
ROUND O SC 29474-4374

Loan Number: 0596566959
Servicer Loan Number: 0596566959
Borrower: MELISSA MARKS
Address:
209 PRESIDENTIAL CT
ROUND O SC 29474-4374

Dear Melissa Marks:

This notice is provided to you in accordance with Section 404 of the "Helping Families Save Their Homes Act of 2009."

1. On 10/01/09 Nationstar Mortgage LLC acquired your mortgage loan.

Nationstar Mortgage LLC's telephone number is: 1-888-480-2432.
Nationstar Mortgage LLC's address is: Nationstar Mortgage LLC, 350 Highland Drive,
Lewisville, TX 75067.

2. Nationstar Mortgage LLC is also the servicer of your mortgage loan. For information regarding your mortgage loan, you can contact Nationstar Mortgage LLC at the phone number and address specified in number 1 above.
3. The transfer of ownership of your mortgage loan has not been publicly recorded. (If, however, your mortgage loan was registered on the MERS system ("Mortgage Electronic Registration System"), the transfer of ownership of your mortgage loan may be reflected on the MERS system. If so, Nationstar Mortgage LLC is the new owner of your mortgage loan).

If you are curious about your loan and if it is registered on MERS, then you can either MERS toll-free at 1-888-679-6377 for an automated touch-tone system, or go to www.mers-servicerid.org/sis/.
MERS offers an important benefit to homeowners - it keeps track of the identity of mortgage services that register mortgage loans on MERS.

If you have any questions regarding the above information, or your mortgage loan generally, we encourage you to call Nationstar Mortgage LLC at 1-888-480-2432. Please have your loan number handy.

This is not a notice regarding any change to the address to or manner in which you send your monthly payments.

EXHIBIT 6

FWP 1 d717335.htm BOND SECURITIZATION, L.L.C.

Filed pursuant to Rule 333.3
Registration Statement No. 333-144274

New Issue Marketing Materials

\$ 712,397,000

Flagstar Mortgage Loan Trust 2007-A1
Issuing Entity

Mortgage Pass-Through Certificate, Series 2007-A1

Flagstar Capital Markets Corporation
Seller

Wells Fargo Bank, N.A.
Master Servicer, Securities Administrator, and Custodian

Flagstar Bank, FSB
Sponsor, Originator, and Servicer

Bond Securitization, L.L.C.
Depositor

Done Internet 4/10/07

FWP 1 d717335.htm BOND SECURITIZATION, L.L.C.

Filed pursuant to Rule 333.3
Registration Statement No. 333-144274

New Issue Marketing Materials

\$ 712,397,000

Flagstar Mortgage Loan Trust 2007-A1
Issuing Entity

Mortgage Pass-Through Certificate, Series 2007-A1

Flagstar Capital Markets Corporation
Seller

Wells Fargo Bank, N.A.
Master Servicer, Securities Administrator, and Custodian

Flagstar Bank, FSB
Sponsor, Originator, and Servicer

Bond Securitization, L.L.C.
Depositor

Mortgage Loans	2 pools of conventional, adjustable rate, fully-amortizing mortgage loans secured by first liens on one-to-four family residential properties as further described herein.
Lead Underwriter	JP Morgan Securities Inc.
Rating Agencies	Standard & Poor's & Fitch Ratings
Seller	Flagstar Capital Markets Corporation
Depositor	Bond Securitization, L.L.C.
Trustee	U.S. Bank National Association
Sponsor, Originator, and Servicer	Flagstar Bank, FSB
Master Servicer, Securities Administrator, and Custodian	Wells Fargo Bank, N.A.
Cutoff Date	September 1, 2007
Closing Date	On or around September 28, 2007
Optional Clean-Up Call	Flagstar Bank, FSB in its capacity as servicer may exercise the Clean-Up Call option on the first Distribution Date on which the current balance of the mortgage loans reaches 10% of its Cutoff Date balance and on each Distribution Date thereafter.
Pricing Prepayment Speed	25% Constant Prepayment to Balloon ("CBB")
Tax Treatment	The Issuing Entity will be treated as a REM-IC and the Seller Certificates will represent REM-IC regular interests for U.S. federal income tax purposes.
ERISA Eligibility	The Offered Certificates are expected to be ERISA eligible.
SMMA Eligibility	The Offered Certificates are expected to constitute "mortgage related securities" for purposes of SMMA.

Done Internet 4/10/07

EXHIBIT 7

AMIS - Automated Mortgage Information System - Investor

Select borrower type and enter borrower information to see Investor for M14, 1000515-5015540817-1.

☒ Investor for Individual Borrower

Your entries may be either upper or lower case.
Fields marked * are required.

Last Name: *

SSN: - - *

☐ By checking this box, the borrower or borrower's authorized representative is attesting to the fact that he or she is in fact the borrower or borrower's authorized representative for the loan in question. Additionally, borrowers wishing to learn the identity of their loan's investor must confirm their identity by entering their last name or corporation name as well as their SSN or TIN. If this information does not match the information contained in the AMIS System for the borrower of the loan, the investor information will not be displayed. Borrowers should verify the results with their loan servicer. *

☐ Investor for Corporation/Non-Person Entity Borrower

Servicer: Nationstar Mortgage LLC Phone: (469) 549-2000
Lewisville, TX

Investor: Fannie Mae

Done Internet 100%



Process Loans, Not Paperwork™

1 record matched your search:

MIN: 1000525-5016840927-3 Note Date: 10/05/2007

MIN Status: Active

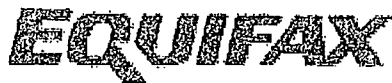
Servicer: Nationstar Mortgage LLC
Lewisville, TX

Phone: (469) 549-2000

If you are a borrower on this loan, you can [click here](#) to enter additional information and display the Investor name.

[Return to Search](#)

For more information about MERS please go to www.mersinc.org



Equifax Credit Report™ for Melissa J. Marks

As of: 01/03/2012

Available until: 02/02/2012

Confirmation #: 2503397858

Report Does Not Update

Section Title	Section Description
1. Credit Summary	Summary of account activity
2. Account Information	Detailed account information
3. Inquiries	Companies that have requested or viewed your credit information
4. Negative Information	Bankruptcies, liens, garnishments and other judgments
5. Personal Information	Personal data, addresses, employment history
6. Dispute File Information	How to dispute information found on this credit report
7. Summary of Your Rights Under the FCRA	Summary of Your Rights Under the FCRA
8. Remedying the Effects of Identity Theft	Remedying the Effects of Identity Theft
9. Your Rights Under State Law	Your Rights Under State Law

Credit Summary

Your Equifax Credit Summary highlights the information in your credit file that is most important in determining your credit standing by distilling key credit information into one easy-to-read summary.

Accounts

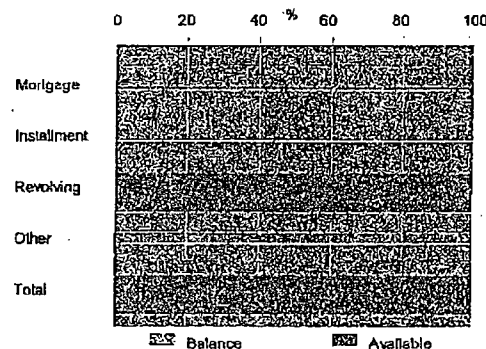
Lenders usually take a positive view of individuals with a range of credit accounts - car loan, credit cards, mortgage, etc. - that have a record of timely payments. However, a high debt to credit ratio on certain types of revolving (credit card) accounts and installment loans will typically have a negative impact.

Open Accounts	Total Number	Balance	Available	Credit Limit	Debt to Credit Ratio	Monthly Payment Amount	Accounts with a Balance
Mortgage	0	\$0	N/A	N/A	N/A	\$0	0
Installment	0	\$0	N/A	N/A	N/A	\$0	0
Revolving	2	\$0	\$3,300	\$3,300	0 %	\$26	0
Other	0	\$0	N/A	N/A	N/A	\$0	0
Total	2	\$0	\$3,300	\$3,300	0 %	\$26	0

Debt by Account Type

No Data to Display

Debt to Credit Ratio by Account Type



- Mortgage-0%
- Installment-0%
- Revolving-0%
- Other-0%

NOTE: Total may not equal 100% due to rounding

Account Age

Usually, it is a good idea to keep your oldest credit account open, as a high average account age generally demonstrates stability to lenders. Also, especially if you have been managing credit for a short time, opening many new accounts will lower your average account age and may have a negative impact.

Length of Credit History

0

Average Account Age
Oldest Account
Most Recent Account

NaN Year
SC STUDENT LOAN-GUAR (Opened N/A)
CREDIT ONE FINANCIAL (Opened 07/2008)

Inquiries - Requests for your Credit History

Numerous inquiries on your credit file for new credit may cause you to appear risky to lenders, so it is usually better to only seek new credit when you need it. Typically, lenders distinguish between inquiries for a single loan and many new loans in part by the length of time over which the inquiries occur. So, when rate shopping for a loan it's a good idea to do it within a focused period of time.

Inquiries in the Last 2 Years

1

ONLINE CREDIT REPORTING ::2503397858
(04/19/11)

Most Recent Inquiry

Potentially Negative Information

Late payments, collections and public records can have a negative impact on your credit standing. The more severe and recent they are, the more negative the potential impact might be.

Public Records

1

Negative Accounts

8

Collections

0

Mortgage Accounts

Mortgage accounts include first mortgages, home equity loans, and any other loans secured by real estate you own.

Closed Accounts

Account Number	Account Type	Date Opened	Balance	Date Reported	Current Status

FLAGSTAR BANK

27450168XXXX

10/2007

\$0

09/2009

PAYS AS
AGREED

5151 Corporate Dr Troy, MI-480982639 (800) 945-7700

5151 Corporate Dr
Troy, MI-480982639
(800) 945-7700

Account Number:	27450168XXXX	Current Status:	PAYS AS AGREED
Account Owner:	Individual Account	High Credit:	\$ 76,000
Type of Account:	Mortgage	Credit Limit:	
Term Duration:	30 Years	Terms Frequency:	Monthly (due every month)
Date Opened:	10/2007	Balance:	\$ 0
Date Reported:	09/2009	Amount Past Due:	
Date of Last Payment:	09/2009	Actual Payment Amount:	\$ 680
Scheduled Payment Amount:		Date of Last Activity:	09/2009
Date Major Delinquency First Reported:		Months Reviewed:	23
Creditor Classification:		Activity Description:	Transfer/Sold
Charge Off Amount:		Deferred Payment Start Date:	

Balloon Payment Amount:		Balloon Payment Date:	
Date Closed:		Type of Loan:	Conventional RE Mortgage
Date of First Delinquency:	N/A		
Comments:	Fannie Mae account		

81-Month Payment History

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2009												
2008												
2007												

NATIONSTAR MORTGAGE59656XXXX

10/2007

\$0

08/2011

WAGE
EARNER
PLAN

PO Box 199111
Dallas, TX-752199111
(214) 111-1111

Account Number:	59656XXXX	Current Status:	WAGE EARNER PLAN
Account Owner:	Individual Account.	High Credit:	\$ 76,000
Type of Account:	Mortgage	Credit Limit:	
Term Duration:	30 Years	Terms Frequency:	
Date Opened:	10/2007	Balance:	\$ 0
Date Reported:	08/2011	Amount Past Due:	
Date of Last Payment:	08/2011	Actual Payment Amount:	
Scheduled Payment Amount:		Date of Last Activity:	N/A
Date Major Delinquency First Reported:	04/2011	Months Reviewed:	20
Creditor Classification:		Activity Description:	N/A
Charge Off Amount:		Deferred Payment Start Date:	
Balloon Payment Amount:		Balloon Payment Date:	
Date Closed:		Type of Loan:	Conventional RE Mortgage
Date of First Delinquency:	03/2011		
Comments:	Bankruptcy chapter-13, Fannie Mae account		

STATE OF SOUTH CAROLINA

COUNTY OF COLLETON

MELISSA JEAN MARKS, *Pro Se*,

Plaintiff,

vs.

OLD SOUTH MORTGAGE CORPORATION,
JOHN DOES 1-100,
FICTITIOUS CORPORATIONS 1-100, and
NATIONSTAR MORTGAGE, LLC,

Defendants.

) IN THE COURT OF COMMON PLEAS
) FOURTEENTH JUDICIAL CIRCUIT
) CIVIL ACTION NO.: 2012-CP-15-262

CERTIFICATE OF SERVICE

I certify that, on this date, I served a copy of Plaintiff's Withdrawal of Plaintiff's Motion for Summary Judgment and Motion for Leave to Amend Complaint, and proposed Order, filed on October 15, 2012, by mailing it to him/her, at his/her last known address, by depositing them in the U.S. Mail, in an envelope with sufficient postage affixed, addressed as follows:

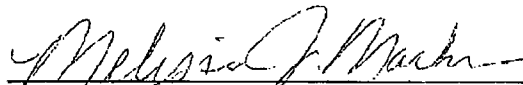
Attorney for the Defendant Old South Mortgage Corporation at:

John F. Knobeloch, Esq.
King & Knobeloch, P.C.
808 Johnnie Dodds Blvd.
Mt. Pleasant, SC 29464

Attorney for Defendant Nationstar Mortgage, LLC at:

Harriet Pollitt Wallace, Esq.
Rogers Townsend & Thomas, PC
220 Executive Center Dr.
Columbia, SC 29210

PATRICIA A. GRANT
CLERK OF COURT
COMMON PLEAS
2012 OCT 15 PM 2:56



Melissa Jean Marks, Plaintiff pro se
209 Presidential Court
Round O, SC 29474
(843) 599-3156

Round O, South Carolina
Dated: October 15, 2012

STATE OF SOUTH CAROLINA

COUNTY OF COLLETON

Melissa Jean Marks,

Plaintiff,

vs.

Old South Mortgage Corporation, John Does 1-100, Fictitious Corporations 1-100, Nationstar Mortgage, LLC

Defendants.

IN THE COURT OF COMMON PLEAS
FOURTEENTH JUDICIAL CIRCUIT
CIVIL CASE NO. 2012-CP-15-262

**DEFENDANT NATIONSTAR MORTGAGE,
LLC'S MEMORANDUM IN OPPOSITION
TO PLAINTIFF'S MOTION FOR LEAVE
TO AMEND COMPLAINT**

(HPW 501904-00001)

Defendant Nationstar Mortgage, LLC ("Nationstar") submits this Memorandum of Law in opposition to Plaintiff's Motion for Leave to Amend Complaint. Plaintiff seeks to substitute Federal National Mortgage Association ("FNMA") for Defendants John Does 1-100 and Fictitious Corporations 1-100, arguing that FNMA is a necessary party because of its beneficial interest in the subject note and mortgage. For the reasons set forth in this memorandum of law, FNMA is not a necessary party to this action and Plaintiff's motion for leave to amend should be denied.

LEGAL STANDARD

Amendments of pleadings are controlled by Rule 15(a) of the South Carolina Rules of Civil Procedure. It is well-established that the trial court has wide discretion in granting or denying a motion to amend. *Wachovia Bank Nat'l Ass'n v. Beane*, 397 S.C.612, 725 S.E.2d 715 (Ct. App. 2012). The trial court may deny a motion to amend when there is "a proper reason, such as bad faith, undue delay, or prejudice." *Forrester v. Smith & Steele Builders, Inc.*, 295 S.C. 504, 369 S.E.2d 156 (Ct. App. 1988). "The test of whether an amendment should be allowed is whether the amendment will prejudice or work an injustice to the adverse party." *Id.* Further, a motion to amend "may be

denied where the proposed amendment would be futile.” *Jennings v. Jennings*, 389 S.C. 190, 209, 697 S.E.2d 671, 681 (Ct. App. 2010); *see also Higgins v. Med. Univ. of S.C.*, 326 S.C. 592, 604-05, 486 S.E.2d 269, 275 (Ct. App. 1997).

ARGUMENT

Plaintiff’s motion for leave to amend her complaint to substitute FNMA as a defendant should be denied because unduly delayed and brought in bad faith. Alternatively, the motion must be denied because the proposed amendment is futile.

I. Undue Delay and Bad Faith

Plaintiff’s motion for leave to amend her complaint to substitute FNMA as a defendant should be denied because it has been brought in bad faith and is unduly delayed.

Plaintiff references FNMA and makes allegations against FNMA throughout her original complaint. Examples include, but are not limited to, the following: that Fannie Mac is listed as an investor on her account as far back as 2007 (Compl. ¶82); “the intended original lender,” (Compl. ¶149); “Fannie Mae and/or Flagstar . . . suggest that they ‘purchased’ Plaintiff’s ‘conventional mortgage’ from Defendant Old South,” (Compl. ¶152); “the prima facie evidence submitted herein establishes that although MERS, Fannie Mae and/or unidentified private investors were apparently the intended original owners and holders of the original mortgage and note against her home as of the date of closing, they were never and can never be the lawful owners and holders;” (Compl. ¶ 155); and “Plaintiff did not knowingly, intentionally, and voluntarily enter into a 30 year mortgage with Fannie Mae” (Compl. ¶170). Despite these accusations and allegations, Plaintiff deliberately chose not to name FNMA in the original complaint.

Furthermore, the parties have already engaged in extensive discovery and numerous motions have been filed in both this state court action and the bankruptcy case.

Therefore, Plaintiff's motion for leave to amend must be denied because it is either unduly delayed or in bad faith. See *Villagrana v. Recontrust Co., N.A.*, No. 3:11-cv-00652-ECR-WGC, 2012 WL 1890236 (D. Nev. May 22, 2012) (denying plaintiff's motion to add FNMA because plaintiff was on notice of FNMA's ownership at the time of filing).²

II. The Proposed Amendment is Futile

Alternatively, Plaintiff's proposed amendment should be denied because it is futile. The gravamen of Plaintiff's complaint is that the note and mortgage are unenforceable because an assignment of mortgage was not recorded in the public records. Furthermore, FNMA is not a necessary party to this litigation. "A necessary party is one whose rights must be ascertained and settled before the rights of the parties to the action can be determined." *Slatton v. Slatton*, 289 S.C. 128, 130, 345 S.E.2d 248, 249 (1986).

1. Assignments of Mortgages Not Required in South Carolina

Under South Carolina law, the mortgage follows the note. *Union Nat'l Bank v. Cook*, 110 S.C. 99, 96 S.E. 484 (1918); *Midfirst Bank, SSB v. C.W. Haynes*, 893 F.Supp. 1304 (D.S.C. 1994). As recently as July 2012, the South Carolina Supreme Court again held that an "assignment of a mortgage does not need to be recorded, and failure to do so has no effect on the rights of the assignee." *BAC Home Loan Servicing, L.P. v. Kinder*, 398 S.C. 619, 623, 731 S.E.2d 547, 549 (2012).

South Carolina's version of Article 3 of the Uniform Commercial Code governs the enforceability of negotiable instruments including promissory notes secured by mortgages on real

² Similarly, the Complaint did not originally name Nationstar as a defendant, either, despite numerous allegations against Nationstar and Plaintiff's admission that she has been making her monthly mortgage payments to Nationstar. Second, Plaintiff did not provide notice to any of her creditors of this state court action until after the case was filed and the hearing on her original motion for summary judgment was scheduled. Doc. 26, Am. Sch., May 29, 2012. The only logical conclusion for filing the amended schedules so late, and not until Nationstar already was made aware of the action and had obtained an Order Modifying the Automatic Stay, was to avoid providing notice of the action to Plaintiff's creditors until after Plaintiff believed she would obtain summary judgment. As a result, Nationstar was required to obtain an Order from the Bankruptcy Court to file a Motion to Intervene, and then obtain an Order allowing Nationstar to Intervene in the action.

estate. *Swindler v. Swindler*, 355 S.C. 245, 584 S.E.2d 438 (Ct. App. 2007). S.C. Code Ann. Section 36-3-301 provides there are three categories of persons entitled to enforce a negotiable instrument: (1) the holder of the instrument; (2) a nonholder in possession of the instrument who has the rights of the holder; and (3) a party who once had possession of a now lost instrument. S.C. Code Ann. § 36-3-301. Most importantly, a party may be entitled to enforce an instrument even though it “is not the owner of the instrument.” *Id.*

By virtue of its possession of the original note, Nationstar is the proper party to enforce the note. It follows that Nationstar is the only necessary party to defend against Plaintiff’s claims that the note is unenforceable. Accordingly, FNMA is not a necessary party to this action because complete relief can be granted in its absence and Plaintiff’s motion should be denied for this reason.

2. Res judicata

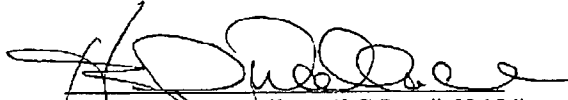
In her Chapter 13 bankruptcy petition and the confirmed plan filed in the Bankruptcy Court, Plaintiff is barred from alleging Nationstar is not the party entitled to enforce the note because Plaintiff has identified Nationstar as the secured creditor holding a mortgage on the Property and entitled to receive payments under the Plan. *In re Melissa Jean Marks*, Case 11-02619-jw, Doc. 1, Petition, Sch. A & D; Doc. 9, Plan; Doc. 12, Order Confirming Plan and Resolving Motions (attached for the convenience of the Court). The confirmed chapter 13 plan in Plaintiff’s bankruptcy constitutes a new contractual agreement between Plaintiff and Nationstar, and constitutes res judicata as to the issue of whether or not Nationstar is the proper party in interest to receive payment on the note and mortgage. *In re Full*, 2012 Bankr. LEXIS 4704, *25-26 (Bankr. D.S.C. 2012); *In re Neals*, 459 B.R. 612, 617 (Bankr. D.S.C. 2011). Furthermore, in her Complaint, Plaintiff admits she has been making payments to Nationstar since 2009, and does not allege that any other entity has made a demand for payment. Compl. §33.

Therefore, even if there was a defect in the original note and/or mortgage, which Nationstar specifically denies, the confirmed chapter 13 plan represents a “new contractual agreement” between

Plaintiff and Nationstar, and Plaintiff is barred from now asserting a position contrary to the position taken in her bankruptcy case. *Id.*

Accordingly, Plaintiff's motion for leave to amend must be denied because it would be futile and unnecessarily delay the disposition of this case.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Harriet Politt Wallace', written over a horizontal line.

Harriet Politt Wallace (SC Bar # 69454)

Rogers Townsend & Thomas, PC

220 Executive Center Drive

Post Office Box 100200 (29202)

Columbia, SC 29210

(803) 771-7900

Attorneys for Defendant Nationstar Mortgage, LLC

January 3, 2013
Columbia, South Carolina

B1 (Official Form 1)(4/10)

United States Bankruptcy Court District of South Carolina		Voluntary Petition
Name of Debtor (if individual, enter Last, First, Middle): Marks, Melissa Jean		Name of Joint Debtor (Spouse) (Last, First, Middle):
All Other Names used by the Debtor in the last 8 years (include married, maiden, and trade names): AKA Melissa Jean Tanner		All Other Names used by the Joint Debtor in the last 8 years (include married, maiden, and trade names):
Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN) No./Complete BIN (if more than one, state all) XXX-XX-6701		Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN) No./Complete BIN (if more than one, state all)
Street Address of Debtor (No. and Street, City, and State): 209 Presidential Ct Round O, SC		Street Address of Joint Debtor (No. and Street, City, and State):
ZIP Code 29474		ZIP Code
County of Residence or of the Principal Place of Business: Colleton		County of Residence or of the Principal Place of Business:
Mailing Address of Debtor (if different from street address):		Mailing Address of Joint Debtor (if different from street address):
ZIP Code		ZIP Code
Location of Principal Assets of Business Debtor (if different from street address above):		
Type of Debtor (Form of Organization) (Check one box) ☒ Individual (includes Joint Debtors) <i>See Exhibit D on page 2 of this form.</i> ☐ Corporation (includes LLC and LLP) ☐ Partnership ☐ Other (if debtor is not one of the above entities, check this box and state type of entity below.)	Nature of Business (Check one box) ☐ Health Care Business ☐ Single Asset Real Estate as defined in 11 U.S.C. § 101 (S1B) ☐ Railroad ☐ Stockbroker ☐ Commodity Broker ☐ Clearing Bank ☐ Other ☐ Tax-Exempt Entity (Check box, if applicable) ☐ Debtor is a tax-exempt organization under Title 26 of the United States Code (the Internal Revenue Code).	Chapter of Bankruptcy Code Under Which the Petition is Filed (Check one box) ☐ Chapter 7 ☐ Chapter 9 ☐ Chapter 11 ☐ Chapter 12 ☒ Chapter 13 ☐ Chapter 15 Petition for Recognition of a Foreign Main Proceeding ☐ Chapter 15 Petition for Recognition of a Foreign Nonmain Proceeding Nature of Debts (Check one box) ☒ Debts are primarily consumer debts, defined in 11 U.S.C. § 101(8) as "incurred by an individual primarily for a personal, family, or household purpose." ☐ Debts are primarily business debts.
Filing Fee (Check one box) ☒ Full Filing Fee attached ☐ Filing Fee to be paid in installments (applicable to individuals only). Must attach signed application for the court's consideration certifying that the debtor is unable to pay fee except in installments. Rule 1006(b). See Official Form 3A. ☐ Filing Fee waiver requested (applicable to chapter 7 individuals only). Must attach signed application for the court's consideration. See Official Form 3B.		Chapter 11 Debtors Check one box: ☐ Debtor is a small business debtor as defined in 11 U.S.C. § 101(51D). ☐ Debtor is not a small business debtor as defined in 11 U.S.C. § 101(51D). Check if: ☐ Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$2,343,300 (amount subject to adjustment on 4/01/13 and every three years thereafter). Check all applicable boxes: ☐ A plan is being filed with this petition. ☐ Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
Statistical/Administrative Information ☒ Debtor estimates that funds will be available for distribution to unsecured creditors. ☐ Debtor estimates that, after any exempt property is excluded and administrative expenses paid, there will be no funds available for distribution to unsecured creditors.		THIS SPACE IS FOR COURT USE ONLY
Estimated Number of Creditors ☒ 1-49 ☐ 50-99 ☐ 100-199 ☐ 200-999 ☐ 1,000-5,000 ☐ 5,001-10,000 ☐ 10,001-25,000 ☐ 25,001-50,000 ☐ 50,001-100,000 ☐ OVER 100,000		
Estimated Assets ☐ \$0 to \$50,000 ☒ \$50,001 to \$100,000 ☐ \$100,001 to \$500,000 ☐ \$500,001 to \$1 million ☐ \$1,000,001 to \$10 million ☐ \$10,000,001 to \$50 million ☐ \$50,000,001 to \$100 million ☐ \$100,000,001 to \$500 million ☐ \$500,000,001 to \$1 billion ☐ More than \$1 billion		
Estimated Liabilities ☐ \$0 to \$50,000 ☐ \$50,001 to \$100,000 ☒ \$100,001 to \$500,000 ☐ \$500,001 to \$1 million ☐ \$1,000,001 to \$10 million ☐ \$10,000,001 to \$50 million ☐ \$50,000,001 to \$100 million ☐ \$100,000,001 to \$500 million ☐ \$500,000,001 to \$1 billion ☐ More than \$1 billion		

Voluntary Petition <i>(This page must be completed and filed in every case)</i>		Name of Debtor(s): Marks, Melissa Jean	
All Prior Bankruptcy Cases Filed Within Last 8 Years (If more than two, attach additional sheet)			
Location Where Filed: - None -	Case Number:	Date Filed:	
Location Where Filed:	Case Number:	Date Filed:	
Pending Bankruptcy Case Filed by any Spouse, Partner, or Affiliate of this Debtor (If more than one, attach additional sheet)			
Name of Debtor: - None -	Case Number:	Date Filed:	
District:	Relationship:	Judge:	
Exhibit A (To be completed if debtor is required to file periodic reports (e.g., forms 10K and 10Q) with the Securities and Exchange Commission pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 and is requesting relief under chapter 11.) ☐ Exhibit A is attached and made a part of this petition.		Exhibit B (To be completed if debtor is an individual whose debts are primarily consumer debts.) I, the attorney for the petitioner named in the foregoing petition, declare that I have informed the petitioner that [he or she] may proceed under chapter 7, 11, 12, or 13 of title 11, United States Code, and have explained the relief available under each such chapter. I further certify that I delivered to the debtor the notice required by 11 U.S.C. §342(b). ☒ /s/ Robert R Meredith Jr Signature of Attorney for Debtor(s) Robert R Meredith Jr 6152 April 20, 2011 (Date)	
Exhibit C Does the debtor own or have possession of any property that poses or is alleged to pose a threat of imminent and identifiable harm to public health or safety? ☐ Yes, and Exhibit C is attached and made a part of this petition. ☒ No.			
Exhibit D (To be completed by every individual debtor. If a joint petition is filed, each spouse must complete and attach a separate Exhibit D.) ☒ Exhibit D completed and signed by the debtor is attached and made a part of this petition. If this is a joint petition: ☐ Exhibit D also completed and signed by the joint debtor is attached and made a part of this petition.			
Information Regarding the Debtor - Venue (Check any applicable box) ☒ Debtor has been domiciled or has had a residence, principal place of business, or principal assets in this District for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other District. ☐ There is a bankruptcy case concerning debtor's affiliate, general partner, or partnership pending in this District. ☐ Debtor is a debtor in a foreign proceeding and has its principal place of business or principal assets in the United States in this District, or has no principal place of business or assets in the United States but is a defendant in an action or proceeding [in a federal or state court] in this District, or the interests of the parties will be served in regard to the relief sought in this District.			
Certification by a Debtor Who Resides as a Tenant of Residential Property (Check all applicable boxes) ☐ Landlord has a judgment against the debtor for possession of debtor's residence. (If box checked, complete the following.) _____ (Name of landlord that obtained judgment) _____ (Address of landlord) ☐ Debtor claims that under applicable nonbankruptcy law, there are circumstances under which the debtor would be permitted to cure the entire monetary default that gave rise to the judgment for possession, after the judgment for possession was entered, and ☐ Debtor has included in this petition the deposit with the court of any rent that would become due during the 30-day period after the filing of the petition. ☐ Debtor certifies that he/she has served the Landlord with this certification. (11 U.S.C. § 362(f)).			

Voluntary Petition <i>(This page must be completed and filed in every case)</i>	Name of Debtor(s): Marks, Melissa Jean
Signatures	
Signature(s) of Debtor(s) (Individual/Joint) I declare under penalty of perjury that the information provided in this petition is true and correct. [If petitioner is an individual, whose debts are primarily consumer debts and has chosen to file under chapter 7; I am aware that I may proceed under chapter 7, 11, 12, or 13 of title 11, United States Code, understand the relief available under each such chapter, and choose to proceed under chapter 7. [If no attorney represents me and no bankruptcy petition preparer signs the petition] I have obtained and read the notices required by 11 U.S.C. §342(b).] I request relief in accordance with the chapter of title 11, United States Code, specified in this petition. X <u>/s/ Melissa Jean Marks</u> Signature of Debtor Melissa Jean Marks X _____ Signature of Joint Debtor _____ Telephone Number (If not represented by attorney) <u>April 20, 2011</u> Date	Signature of a Foreign Representative I declare under penalty of perjury that the information provided in this petition is true and correct, that I am the foreign representative of a debtor in a foreign proceeding, and that I am authorized to file this petition. (Check only one box.) ☐ I request relief in accordance with chapter 15 of title 11, United States Code. Certified copies of the documents required by 11 U.S.C. §1515 are attached. ☐ Pursuant to 11 U.S.C. §1511, I request relief in accordance with the chapter of title 11 specified in this petition. A certified copy of the order granting recognition of the foreign main proceeding is attached. X _____ Signature of Foreign Representative _____ Printed Name of Foreign Representative _____ Date
Signature of Attorney* X <u>/s/ Robert R Meredith Jr</u> Signature of Attorney for Debtor(s) Robert R Meredith Jr 6152 Printed Name of Attorney for Debtor(s) Meredith Law Firm, LLC Firm Name 4000 Faber Place Drive, Suite 120 North Charleston, SC 29405 _____ Address Email: rm@meredithlawfirm.com (843) 529-9000 Fax: (843) 529-9907 Telephone Number <u>April 20, 2011</u> Date *In a case in which § 707(b)(4)(D) applies, this signature also constitutes a certification that the attorney has no knowledge after an inquiry that the information in the schedules is incorrect.	Signature of Non-Attorney Bankruptcy Petition Preparer I declare under penalty of perjury that: (1) I am a bankruptcy petition preparer as defined in 11 U.S.C. § 110; (2) I prepared this document for compensation and have provided the debtor with a copy of this document; and the notices and information required under 11 U.S.C. §§ 110(b), 110(h), and 342(b); and, (3) if rules or guidelines have been promulgated pursuant to 11 U.S.C. § 110(h) setting a maximum fee for services chargeable by bankruptcy petition preparers, I have given the debtor notice of the maximum amount before preparing any document for filing for a debtor or accepting any fee from the debtor, as required in that section. Official Form 19 is attached. _____ Printed Name and title, if any, of Bankruptcy Petition Preparer _____ Social-Security number (If the bankruptcy petition preparer is not an individual, state the Social Security number of the officer, principal, responsible person or partner of the bankruptcy petition preparer.) (Required by 11 U.S.C. § 110.) _____ Address X _____ Date Signature of Bankruptcy Petition Preparer or officer, principal, responsible person, or partner whose Social Security number is provided above. Names and Social-Security numbers of all other individuals who prepared or assisted in preparing this document unless the bankruptcy petition preparer is not an individual: _____ If more than one person prepared this document, attach additional sheets conforming to the appropriate official form for each person. A bankruptcy petition preparer's failure to comply with the provisions of title 11 and the Federal Rules of Bankruptcy Procedure may result in fines or imprisonment or both 11 U.S.C. §110; 18 U.S.C. §156.
Signature of Debtor (Corporation/Partnership) I declare under penalty of perjury that the information provided in this petition is true and correct, and that I have been authorized to file this petition on behalf of the debtor. The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition. X _____ Signature of Authorized Individual _____ Printed Name of Authorized Individual _____ Title of Authorized Individual _____ Date	

RD (Official Form 1, Exhibit D) (12/09)

United States Bankruptcy Court
District of South Carolina

In re Melissa Jean Marks

Debtor(s)

Case No.
Chapter

13

**EXHIBIT D - INDIVIDUAL DEBTOR'S STATEMENT OF COMPLIANCE WITH
CREDIT COUNSELING REQUIREMENT**

Warning: You must be able to check truthfully one of the five statements regarding credit counseling listed below. If you cannot do so, you are not eligible to file a bankruptcy case, and the court can dismiss any case you do file. If that happens, you will lose whatever filing fee you paid, and your creditors will be able to resume collection activities against you. If your case is dismissed and you file another bankruptcy case later, you may be required to pay a second filing fee and you may have to take extra steps to stop creditors' collection activities.

Every individual debtor must file this Exhibit D. If a joint petition is filed, each spouse must complete and file a separate Exhibit D. Check one of the five statements below and attach any documents as directed.

☒ 1. Within the 180 days before the filing of my bankruptcy case, I received a briefing from a credit counseling agency approved by the United States trustee or bankruptcy administrator that outlined the opportunities for available credit counseling and assisted me in performing a related budget analysis, and I have a certificate from the agency describing the services provided to me. *Attach a copy of the certificate and a copy of any debt repayment plan developed through the agency.*

☐ 2. Within the 180 days before the filing of my bankruptcy case, I received a briefing from a credit counseling agency approved by the United States trustee or bankruptcy administrator that outlined the opportunities for available credit counseling and assisted me in performing a related budget analysis, but I do not have a certificate from the agency describing the services provided to me. *You must file a copy of a certificate from the agency describing the services provided to you and a copy of any debt repayment plan developed through the agency no later than 14 days after your bankruptcy case is filed.*

☐ 3. I certify that I requested credit counseling services from an approved agency but was unable to obtain the services during the seven days from the time I made my request, and the following exigent circumstances merit a temporary waiver of the credit counseling requirement so I can file my bankruptcy case now. *[Summarize exigent circumstances here.]* _____

If your certification is satisfactory to the court, you must still obtain the credit counseling briefing within the first 30 days after you file your bankruptcy petition and promptly file a certificate from the agency that provided the counseling, together with a copy of any debt management plan developed through the agency. Failure to fulfill these requirements may result in dismissal of your case. Any extension of the 30-day deadline can be granted only for cause and is limited to a maximum of 15 days. Your case may also be dismissed if the court is not satisfied with your reasons for filing your bankruptcy case without first receiving a credit counseling briefing.

☐ 4. I am not required to receive a credit counseling briefing because of: *[Check the applicable statement.] [Must be accompanied by a motion for determination by the court.]*

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Bas. Case Bankruptcy

B 1D (Official Form 1, Exhibit D) (12/09) - Cont.

Page 2

☐ Incapacity. (Defined in 11 U.S.C. § 109(h)(4) as impaired by reason of mental illness or mental deficiency so as to be incapable of realizing and making rational decisions with respect to financial responsibilities.);

☐ Disability. (Defined in 11 U.S.C. § 109(h)(4) as physically impaired to the extent of being unable, after reasonable effort, to participate in a credit counseling briefing in person, by telephone, or through the Internet.);

☐ Active military duty in a military combat zone.

☐ 5. The United States trustee or bankruptcy administrator has determined that the credit counseling requirement of 11 U.S.C. § 109(h) does not apply in this district.

I certify under penalty of perjury that the information provided above is true and correct.

Signature of Debtor: /s/ Melissa Jean Marks

Melissa Jean Marks

Date: April 20, 2011

B6A (Official Form 6A) (12/07)

In re Melissa Jean Marks

Case No. _____

Debtor

SCHEDULE A - REAL PROPERTY

Except as directed below, list all real property in which the debtor has any legal, equitable, or future interest, including all property owned as a cotenant, community property, or in which the debtor has a life estate. Include any property in which the debtor holds rights and powers exercisable for the debtor's own benefit. If the debtor is married, state whether husband, wife, both, or the marital community own the property by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the debtor holds no interest in real property, write "None" under "Description and Location of Property."

Do not include interests in executory contracts and unexpired leases on this schedule. List them in Schedule G - Executory Contracts and Unexpired Leases.

If an entity claims to have a lien or hold a secured interest in any property, state the amount of the secured claim. See Schedule D. If no entity claims to hold a secured interest in the property, write "None" in the column labeled "Amount of Secured Claim." If the debtor is an individual or if a joint petition is filed, state the amount of any exemption claimed in the property only in Schedule C - Property Claimed as Exempt.

Description and Location of Property	Nature of Debtor's Interest in Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption	Amount of Secured Claim
Detitle Mobile Home and Lot located at 209 Presidential Court Round O, SC 29474	Fee Owner	-	80,000.00	73,017.00

Pin #166-00-00-147.00
(The debtor purchased this home for \$80,000 in 2007. The debtor is informed and believes if she were to sell this property she could receive approximately \$80,000, based on the current housing market.)
Tax Assessment Value \$79,300

Sub-Total > 80,000.00 (Total of this page)

Total > 80,000.00

(Report also on Summary of Schedules)

0 continuation sheets attached to the Schedule of Real Property

B6D (Official Form 6D) (12/07)

In re Melissa Jean Marks

Case No. _____

Debtor

SCHEDULE D - CREDITORS HOLDING SECURED CLAIMS

State the name, mailing address, including zip code, and last four digits of any account number of all entities holding claims secured by property of the debtor as of the date of filing of the petition. The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. List creditors holding all types of secured interests such as judgment liens, garnishments, statutory liens, mortgages, deeds of trust, and other security interests.

List creditors in alphabetical order to the extent practicable. If a minor child is a creditor, the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. § 12 and Fed. R. Bankr. P. 1007(m). If all secured creditors will not fit on this page, use the continuation sheet provided.

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor", include the entity on the appropriate schedule of creditors, and complete Schedule H - Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H", "W", "J", or "C" in the column labeled "Husband, Wife, Joint, or Community".

If the claim is contingent, place an "X" in the column labeled "Contingent". If the claim is unliquidated, place an "X" in the column labeled "Unliquidated". If the claim is disputed, place an "X" in the column labeled "Disputed". (You may need to place an "X" in more than one of these three columns.)

Total the columns labeled "Amount of Claim Without Deducting Value of Collateral" and "Unsecured Portion, if Any" in the boxes labeled "Total(s)" on the last sheet of the completed schedule. Report the total from the column labeled "Amount of Claim" also on the Summary of Schedules and, if the debtor is an individual with primarily consumer debts, report the total from the column labeled "Unsecured Portion" on the Statistical Summary of Certain Liabilities and Related Data.

☐ Check this box if debtor has no creditors holding secured claims to report on this Schedule D.

CREDITOR'S NAME AND MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	CODEBTOR H W J C	Husband, Wife, Joint, or Community	DATE CLAIM WAS INCURRED, NATURE OF LIEN, AND DESCRIPTION AND VALUE OF PROPERTY SUBJECT TO LIEN	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM WITHOUT DEDUCTING VALUE OF COLLATERAL	UNSECURED PORTION, IF ANY
Account No. 6959			10/05/07 Mortgage Deftile Mobile Home and Lot located at: 209 Presidential Court Round O, SC 29474 (current)					
Nationstar Mortgage LLC 360 Highland Dr Lewisville, TX 75067			Value \$ 80,000.00				73,017.00	0.00
Account No.								
			Value \$					
Account No.								
			Value \$					
Account No.								
			Value \$					
Subtotal (Total of this page)							73,017.00	0.00
Total (Report on Summary of Schedules)							73,017.00	0.00

0 continuation sheets attached

UNITED STATES BANKRUPTCY COURT
DISTRICT OF SOUTH CAROLINA

IN RE:

Melissa Jean Marks
209 Presidential Court
Round O, SC 29474
SSN xxx-xx-6701

DEBTOR

CASE NO: 11-02619
CHAPTER: 13NOTICE OF PLAN MODIFICATION BEFORE
CONFIRMATION, AMENDED CHAPTER 13
PLAN, MOTIONS TO VALUE SECURITY,
AVOID JUDICIAL LIEN, AVOID A
NONPURCHASE-MONEY, NONPOSSESSORY
SECURITY INTEREST AND LIEN, AND/OR
TO ASSUME OR REJECT AN EXECUTORY
CONTRACT/UNEXPIRED LEASE

I. NOTICE TO AFFECTED CREDITORS AND PARTIES IN INTEREST: The above-captioned debtor¹ previously proposed a chapter 13 plan and motions; debtor now moves, pursuant to 11 U.S.C. § 1323 and Fed. R. Bankr. P. 2002(a)(5), to modify the proposed plan and motions as detailed below:

The debtor's plan is amended to extend the length of the plan in order to resolve Chapter 13 Trustee's objection. No other specific creditor or other party in interest is directly affected by the change.

This modification to the chapter 13 plan and motions, and the remaining terms of the chapter 13 plan and motions set forth below, may affect your rights. Failure to object may constitute an implied acceptance of and consent to the relief requested.

A. ADDITIONS, MODIFICATIONS, OR DELETIONS: All additions or modifications to the Court's form plan (See exhibits to SC LBR 3015-1 and 3015-2, "SC LBR" refers to the SC Local Bankruptcy Rules, available at www.scb.uscourts.gov) are highlighted by italics. Deletions are noted as "Not Applicable" or by striking through the deleted provisions. If changes are substantial or if an alternative plan is proposed, a cover sheet that summarizes and identifies the changes shall be filed and served herewith.

B. DEADLINE FOR FILING OBJECTIONS, NOTICE OF HEARING ON CONFIRMATION OF CHAPTER 13 PLAN AND MOTIONS: Objections to the motions and any provision of the plan must be made in accordance with SC LBR 9014-1, properly served, and filed with the United States Bankruptcy Court, 1100 Laurel Street, Columbia, SC 29201, within twenty-eight (28) days from the date this document is filed. Timely objections will be heard at the confirmation hearing, notice of which is given separately in the Notice of Meeting of Creditors. If a timely objection is filed after the confirmation hearing, a separate hearing on the objection will be scheduled and notice of such a hearing will be given. If no timely objection is filed, the Court, upon recommendation of the chapter 13 trustee and without further hearing or notice, may enter an order confirming the plan and granting the motions.

II. MOTION TO VALUE SECURITY, AVOID JUDICIAL LIEN, AVOID A NONPURCHASEMONEY, NONPOSSESSORY SECURITY INTEREST AND LIEN, AND/OR TO ASSUME OR REJECT AN EXECUTORY CONTRACT/UNEXPIRED LEASE. The debtor requests that confirmation of this plan alter the rights of the following creditor:

A. Nonpossessory, Nonpurchase-Money Lien: The debtor moves, pursuant to 11 U.S.C. § 522(f), to avoid the following nonpossessory, nonpurchase-money security interest and lien in household goods:

Name of creditor and description of property securing lien	Value of Debtor's interest in property	Total of all other liens	Exemption Claimed	Estimated security interest/debt	Security interest Not avoided (see 1V(B)(4) below)	Security interest to be avoided (see 1V(E) below)
<u>N/A</u>						

B. Judicial Lien: The debtor moves, pursuant to 11 U.S.C. § 522(f), to avoid the following judicial lien:²

¹ When used herein, the term "debtor" shall apply as applicable either in the singular or in the plural, if there are joint debtors in the case.

² For co-owned property, see In re Ware, 274 B.R. 206 (Bankr. D.S.C. 2001) and Exhibit C to SC LBR 4003-2.

Name of creditor and description of property securing lien	Value of Debtor's interest in property	Total of all other liens	Estimated judicial claim	Estimated judicial lien	Judicial lien Not avoided (see IV(B)(4) below)	Judicial lien avoided (see IV(E) below)
N/A						

C. Valuation of Security: The debtor moves, in accordance with 11 U.S.C. § 506, to establish the value of a lien as follows:

Name of creditor and description of property securing lien	Value of Debtor's interest in property	Holder and amount of superior liens	Estimate of creditor's claim	Value of lien (see IV(B)(4) below)	Unsecured claim after valuation (see IV(E) below)
N/A					

D. Assumption or Rejection of Executory Contract/Unexpired Lease: The debtor moves for the assumption of the following executory contract and/or unexpired lease. The debtor agrees to abide by all terms of the agreement and to cure any pre-petition arrearage or default in the manner below. Any executory contract or unexpired lease not specifically mentioned is rejected.

Name of Creditor and lease or contract to be assumed	Amount of regular payment	Estimated amount of Default (state if none)	Cure Provisions for any default paid by (Debtor or trustee)	Regular payments to be paid by Debtor directly to creditor beginning (month/year)
N/A				

III. THE CHAPTER 13 PLAN: PAYMENT OBLIGATIONS OF THE DEBTOR.

A. Payments from the debtor to the chapter 13 trustee (the "trustee"): The debtor submits to the supervision and control of the trustee all or such portion of future earnings or other future income as is necessary for the execution of the plan. In addition, the debtor will pay to the trustee any portion of a recovery under a pre-petition claim or cause of action that constitutes disposable income or is not exempt.

The debtor shall pay to the trustee the sum of \$170.00 per month for a period of 48 months unless all allowed claims (other than long-term claims) are fully paid pursuant to the plan.

B. Payments from the debtor directly to creditors: The debtor shall pay all post-petition priority obligations, including but not limited to taxes and post-petition domestic support, and pay regular payments on assumed executory contracts or leases, directly to the holder of the claim as the obligations come due, unless otherwise ordered by the Court. The debtor may be required to pay some or a portion of pre-petition debts directly to a creditor in addition to required payments to the trustee, as indicated in paragraph II(D) above and/or in the paragraphs that follow.

IV. PLAN DISTRIBUTIONS TO CREDITORS. To receive a distribution from the trustee, a proof of claim, including adequate supporting documentation, must be filed with the Court. If a claim designated in this plan as secured is filed as an unsecured claim and the plan is confirmed, the claim may be treated as unsecured for purposes of plan distributions by the trustee. If a creditor files a proof of claim alleging that the claim is secured, but does not timely object to the confirmation of the plan and the claim is treated as unsecured in a confirmed plan, the claim may be treated as unsecured for purposes of plan distributions by the trustee. Confirmation of this plan does not bar a party in interest from objecting to a claim. The trustee, after the deduction of the trustee's commission and expenses, or the debtor, as indicated, shall make payments as follows:

A. Attorney for the debtor:

1. The debtor and the debtor's attorney have agreed to an attorney's fee in the amount of \$3,000.00 for the services identified in the Rule 2016(b) disclosure statement filed in this case. The amount of \$486.00 was paid prior to the filing of the case. The remaining fee shall be disbursed by the trustee as follows: Following confirmation of the plan and unless the Court orders otherwise, the trustee shall disburse \$500.00 to the attorney from the initial disbursement.³ Thereafter, the balance of the attorney's compensation as allowed by the Court shall be paid, to the extent then due, with all funds remaining each month after payment of allowed secured claims and pre-petition arrearages on domestic support obligations. In instances where an attorney assumes representation in a pending *pro se* case and a plan is confirmed, a separate order may be entered by the Court, without further notice, which allows for the payment of a portion of the attorney's fees in advance of payments

³ The chapter 13 trustee shall not at any time disburse to the debtor's attorney more than: (a) the unpaid balance of (1) the fee to be paid under the plan pursuant to paragraph 1 herein, or (2) the fee previously applied for and authorized pursuant to paragraph 2 herein, plus (b) any supplemental fee then applied for and authorized under the terms of the applicable Procedures for Approval of Attorney's Fees in Chapter 13 Cases.

2. If, as an alternative to the above treatment, the debtor's attorney has received a retainer and cost advance and agreed to file fee applications for compensation and expenses in this case pursuant to 11 U.S.C. § 330, the retainer and cost advance shall be held in trust until fees and expense reimbursements are approved by the Court. Prior to the filing of this case, the attorney has received \$N/A and for plan confirmation purposes only, the fees and expenses of counsel are estimated at \$N/A or less.

B. Secured Creditor Claims: The plan treats secured claims as follows:

1. **General Provisions:** The terms of the debtor's pre-petition agreement with a secured creditor shall continue to apply except as modified by this plan, the order confirming the plan, or other order of the Court. Holders of secured claims shall retain liens to the extent provided by 11 U.S.C. § 1325(a)(5)(B)(i). Secured creditors paid the full secured claim provided for by this plan shall timely satisfy any liens in the manner required by applicable law or order of this Court. Any creditor holding a claim secured by property that is removed from the protection of the automatic stay by order, surrender, or through operation of the plan will receive no further distribution from the chapter 13 trustee on account of any secured claim. This also applies to creditors who may claim an interest in, or lien on, property that is removed from the protection of the automatic stay by another lienholder or released to another lienholder, unless the Court orders otherwise. Any funds that would have been paid to any such creditor will be distributed according to the remaining terms of the plan. (The preceding language does not apply if the sole reason for its application arises under 11 U.S.C. § 362(c)(3) or (c)(4)). Any creditor affected by this provision may file an itemized proof of claim for any unsecured deficiency within a reasonable time after the removal of the property from the protection of the automatic stay. Secured creditors that will be paid directly by the debtor may send standard payment and escrow notices, payment coupons, or inquiries about insurance, and such action will not be considered a violation of the automatic stay.

2. **Long-term or mortgage debt. No default:** The debtor is current on obligations to Nationstar Mortgage, LLC and will continue regular payments directly to that creditor. Description of collateral: Detitle mobile home and lot located at 209 Presidential Court, Round O, SC 29474

3. **Long term or mortgage debt. Curing default: 11 U.S.C. 1322(b)(3) and/or (5):**

a. **Arrearage payments.** The trustee shall pay the arrearage as stated in the creditor's allowed claim or as otherwise ordered by the Court to N/A at the rate of \$N/A or more per month, for (describe collateral here), including 0% interest. The creditor shall apply trustee payments solely to those designated arrearages, i.e., those arrearages accruing before the month specified in (b) below. For so long as the debtor complies with this plan, a creditor may not declare a default based on any payment delinquency to be cured by this paragraph and the creditor shall not impose any post-petition fee on account of any arrearage paid by the trustee.

b. **Maintenance of regular non-arrearage payments.** Beginning N/A the Debtor shall pay directly to the creditor non-arrearage payments arising under the agreement with the secured creditor. The creditor shall apply each payment under this paragraph solely to post-petition obligations that accrue during or after the month specified herein.

4. **Secured portion of claims altered by valuation and lien avoidance:** The trustee shall pay N/A the sum of \$N/A or more per month, including 5.25% interest until the secured claim of \$N/A established above is paid in full. The remaining portion of the allowed claim will be treated as a general unsecured claim.

5. **Other secured debts (allowed claim to be paid in full without valuation or avoidance of lien):** The trustee shall pay N/A the sum of \$N/A or more per month, including 5.25% interest until the allowed secured claim is paid in full.

The trustee shall pay N/A the sum of \$N/A or more per month, including 5.25% interest until the allowed secured claim is paid in full.

6. **Surrender of property:** The debtor will surrender the following property upon confirmation of the plan. The order confirming plan shall terminate the automatic stay as to that property: N/A. Any creditor affected by this provision may file an itemized proof of claim for any unsecured deficiency within a reasonable time after the surrender of the property.

7. **Secured tax debt:** The trustee shall pay N/A the sum of \$N/A or more per month until the (net balance or value) of creditor's secured claim including N/A% interest has been paid. If the lien is to be valued, the debtor shall file a separate

Document Page 4 of 5
motion to value the claim and establish priority of any remaining tax obligations. If a tax priority creditor files a claim designated as secured, is not treated as secured in this paragraph, and does not timely object to confirmation of this plan, then the claim may be paid as a priority claim for purposes of distributions from the trustee.

C. Priority Creditors: Priority claims shall be paid as follows:

1. Domestic Support Claims. 11 U.S.C. § 507(a)(1):

a. Pre-petition arrearages. The trustee shall pay the pre-petition domestic support obligation arrearage to N/A at the rate of \$N/A or more per month until the balance, without interest, is paid in full.

b. The debtor shall pay all post-petition domestic support obligations as defined in 11 U.S.C. § 101(14A) on a timely basis directly to the creditor.

c. Any party entitled to collect child support or alimony under applicable non-bankruptcy law may collect those obligations coming due after this case was filed from the income or assets of the debtor-parent/spouse without further order or relief from the automatic stay. (Any claim for child support or alimony due before this case was filed must be collected in accordance with 11 U.S.C. § 507(a)(1) and 11 U.S.C. § 1322(a)(2).)

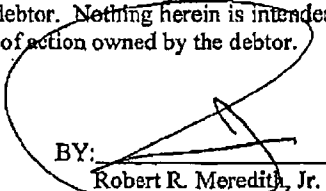
2. Other Priority debt. The trustee shall pay all remaining pre-petition 11 U.S.C. § 507 priority claims on a *pro rata* basis.

D. Executory Contracts and Unexpired Leases: Regular payments that arise post-petition under an executory contract or lease that is being assumed shall be paid directly by the debtor according to the terms of the contract or lease. Pre-petition defaults will be cured by payments of the sum of \$N/A or more per month by the trustee or the debtor according to paragraph II(D). Claims arising from the rejection of executory contracts or leases shall be general unsecured claims unless otherwise ordered by the Court.

E. General Unsecured Creditors: General unsecured creditors shall be paid allowed claims *pro rata* by the trustee to the extent that funds are available after payment of all other allowed claims. The debtor does not propose to pay 100% of general unsecured claims.

V. PROPERTY OF THE ESTATE, STATUS AND OBLIGATIONS OF THE DEBTOR AFTER CONFIRMATION: Upon confirmation of the plan, property of the estate will remain property of the estate, but possession of property of the estate shall remain with the debtor. The chapter 13 trustee shall have no responsibility regarding the use or maintenance of property of the estate. The debtor is responsible for protecting the non-exempt value of all property of the estate and for protecting the estate from any liability resulting from operation of a business by the debtor. Nothing herein is intended to waive or affect adversely any rights of the debtor, the trustee, or party with respect to any causes of action owned by the debtor.

Date: 6/8/11

BY: 

Robert R. Meredith, Jr.
Elizabeth R. H. Jenkins
Meredith Law Firm, LLC
Attorneys for Debtors
District Court ID No. 6152
4000 Faber Place Drive, Suite 120
North Charleston, SC 29405
843-529-9000

~~CERTIFICATE OF SERVICE~~ Base 5 of 5

The above signing parties certify that the foregoing Notice, Plan and Motions was served on all creditors and parties in interest entitled to such notice on the above stated date. The parties served are individually listed on the accompanying list or mailing matrix.

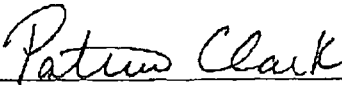
VIA US MAIL

Melissa Jean Marks
209 Presidential Court
Round O, SC 29474

ELECTRONICALLY

James M. Wyman, Esquire
Chapter 13 Trustee
PO Box 997
Mt. Pleasant, SC 29465-0997

Date: 6/8/11



Patricia Clark, Legal Assistant to
Robert R. Meredith, Jr.
Elizabeth R. H. Jenkins
Meredith Law Firm, LLC
Attorneys for Debtor
District Court ID No. 6152
4000 Faber Place Drive, Suite 120
North Charleston, SC 29405
843-529-9000

United States Bankruptcy Court - District of South Carolina
J. Bratton Davis United States
Bankruptcy Courthouse
1100 Laurel Street
Columbia, SC 29201-2423

Case Number: 11-02619-jw

Chapter: 13

In re: (Debtor(s) name(s) used by the debtor(s) in the last 8 years, including married, maiden, trade, and address)

Melissa Jean Marks
aka Melissa Jean Tanner
209 Presidential Ct
Round O, SC 29474

SSN: xxx-xx-6701

Entered By The Court
6/21/11

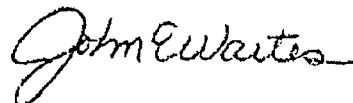
ORDER CONFIRMING PLAN AND RESOLVING MOTIONS

Filed By The Court
6/21/11
Tammi M. Hellwig
Clerk of Court
US Bankruptcy Court

It having been determined after notice and hearing that the plan filed by the debtor(s)¹ on 06/08/2011, as modified on N/A, complies with the provisions of Chapter 13 (11 U.S.C. § 1301 et seq.), and with all other applicable provisions of Title 11 of the United States Code and that all fees and charges to be paid before confirmation have been paid;

IT IS ORDERED THAT:

1. The plan is confirmed.
2. The debtor shall not incur indebtedness nor sell, encumber, or otherwise transfer any interest in estate property outside the ordinary course of business without approval of the court.
3. The court hereby values secured claims and voids liens as set forth in the confirmed plan or as established by separate order to the extent permitted by 11 U.S.C. § 506 (a), 506(d), § 1325(a), and applicable law.
4. Pursuant to 11 U.S.C. § 522(f)(1)(A) and/or (B), the court hereby finds that the security interests to be avoided as set forth in the confirmed plan or by separate order impair an exemption to which the debtor would otherwise be entitled under 11 U.S.C. § 522(b) and South Carolina Code § 15-41-30 and are, therefore, avoided.



Date: June 21, 2011

Chief United States Bankruptcy Judge

Document 12 - 3, 9

¹ When used herein, the term "debtor" shall apply as applicable either in the singular or in the plural, if there are joint debtors in the case.

STATE OF SOUTH CAROLINA)

COUNTY OF COLLETON)

MELISSA JEAN MARKS, PRO SE,)

Plaintiff,)

vs.)

OLD SOUTH MORTGAGE CORP., ET AL.)

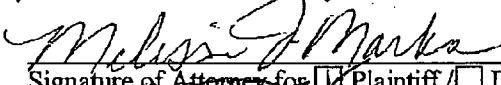
Defendant.)

IN THE COURT OF COMMON PLEAS
FOURTEENTH JUDICIAL CIRCUIT

CASE NO.: 2012-CP-15-00262

**MOTION AND ORDER INFORMATION
FORM AND COVERSHEET**

2013 MAR 11 AM 10:00
PATRICIA S. CRANTZ
COLLETON COUNTY
COMMON PLEAS

Plaintiff's Attorney: <i>Pro Se</i> Melissa Jean Marks, Bar No. N/A Address: 209 Presidential Court, Round O, SC 29474 Phone: 843-599-3156 Fax _____ E-mail: mjmmarks68@hotmail.com Other: _____		Defendant's Attorney: _____, Bar No. _____ Address: _____ Phone: _____ Fax _____ E-mail: _____ Other: _____	
☒ MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III) ☐ FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III) ☐ PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)			
SECTION I: Hearing Information Nature of Motion: Motion for Reconsideration of Orders entered on February 27, 2013 Estimated Time Needed: 15 minutes Court Reporter Needed: ☒ YES / ☐ NO			
SECTION II: Motion/Order Type ☐ Written motion attached ☐ Form Motion/Order I hereby move for relief or action by the court as set forth in the attached proposed order.  Signature of Attorney for ☒ Plaintiff / ☐ Defendant Date submitted: 3/11/2013			
SECTION III: Motion Fee ☒ PAID - AMOUNT: \$25.00 ☐ EXEMPT: (check reason) ☐ Rule to Show Cause in Child or Spousal Support ☐ Domestic Abuse or Abuse and Neglect ☐ Indigent Status ☐ Sexually Violent Predator Act ☐ Motion for Stay in Bankruptcy ☐ Motion for Publication ☒ Proposed order submitted at request of the court; or, reduced to writing from motion made in open court per judge's instructions Name of Court Reporter: _____ ☐ Other: _____ ☐ State Agency v. Indigent Party ☐ Post-Conviction Relief ☐ Motion for Execution (Rule 69, SCRCP)			
JUDGE'S SECTION ☐ Motion Fee to be paid upon filing of the attached order. ☐ Other: _____		JUDGE CODE _____ Date: _____	
CLERK'S VERIFICATION Collected by: _____ Date Filed: _____ ☐ MOTION FEE COLLECTED: \$ _____ ☐ CONTESTED - AMOUNT DUE: \$ _____			

SCCA 233 (11/2003)

STATE OF SOUTH CAROLINA)
COUNTY OF COLLETON)
MELISSA JEAN MARKS, *Pro Se*,)
Plaintiff,)
vs.)
OLD SOUTH MORTGAGE)
CORPORATION; JOHN DOES 1-100;)
FICTITIOUS CORPORATIONS 1-100;)
and NATIONSTAR MORTGAGE, LLC,)
Defendants.)

IN THE COURT OF COMMON PLEAS
FOURTEENTH JUDICIAL CIRCUIT
CIVIL ACTION NO.: 2012-CP-15-00262

**PLAINTIFF'S NOTICE OF MOTION
AND MOTION FOR
RECONSIDERATION OF
ORDER DENYING PLAINTIFF'S
MOTION FOR LEAVE TO AMEND
COMPLAINT AND OF ORDER
DENYING PLAINTIFF'S MOTION TO
COMPEL ANSWERS TO
INTERROGATORIES AND
REQUESTS FOR PRODUCTION
TO DEFENDANT
NATIONSTAR MORTGAGE, LLC**

2013 MAR 11 AM 10:01
PATRICIA C. GRANT
COLLETON COUNTY
COMMON PLEAS

TO: THE PARTIES AND COUNSEL OF RECORD:

YOU WILL PLEASE TAKE NOTICE that the undersigned pro se Plaintiff at such time and place as the Court may set will move before the Court for reconsideration of the Order Denying Plaintiff's Motion for Leave to Amend Complaint and of the Order Denying Plaintiff's Motion to Compel Answers to Interrogatories and Requests for Production to Defendant Nationstar Mortgage, LLC, pursuant to Rules 52 and 59 of the South Carolina Rules of Civil Procedure.

Plaintiff respectfully requests this Court to reconsider its Orders signed by the Honorable Perry M. Buckner on February 20, 2013, and file-stamped by the Court on February 27, 2013, which are attached hereto as **Exhibit A** and incorporated herein by reference, or, in the alternative, to alter or amend said Orders. Plaintiff brings this motion for reconsideration of the Orders, or in the alternative, to alter or amend the Orders, based upon the following grounds.

Plaintiff filed her declaratory judgment complaint and petition for injunctive relief in this Court on April 6, 2012. Prior to Plaintiff filing this action, Plaintiff met with her Chapter 13 bankruptcy attorney, Mr. Robert Meredith, and reported she does not believe the mortgage is

valid and does not believe Nationstar Mortgage, LLC ("Nationstar") owns the mortgage. Mr. Meredith explained to Plaintiff that he is not interested in assisting her to dispute the validity of the mortgage or to dispute the validity of Nationstar's claim of ownership in the bankruptcy court but she can personally file and litigate a declaratory judgment action pro se in state court.

At present, both of Plaintiff's Chapter 13 bankruptcy attorneys, Mr. Meredith and Elizabeth Jenkins, have indicated to Plaintiff that they still believe Plaintiff has the right to litigate personally and state court is proper venue, and Plaintiff is unaware of any applicable bankruptcy-related statute or case that operates to bar her from doing so; therefore, Plaintiff reasonably believes she has an individual legal right to do so personally.

Nationstar intervened in this action falsely claiming to be the owner of the subject mortgage and real party in interest in this case and this matter was litigated during the time period May – July 2012. It is not plausible in light of the evidence that Nationstar did not know it is not the owner, so it is not plausible this was an honest mistake. This Court placed a hold on Plaintiff's case until Nationstar was able to obtain and file an order of the bankruptcy court modifying the stay to permit it to intervene in this action.

During the hearing on Nationstar's Motion for Clarification regarding the automatic stay in Plaintiff's Chapter 13 case before the Honorable John E. Waites in the U.S. Bankruptcy Court on May 17, 2012, Nationstar's counsel and Plaintiff explained to the bankruptcy court the nature of her state court action and the relief she is seeking. Nationstar simply requested that it be permitted to intervene to defend its alleged interests. The transcript of this hearing is attached hereto as **Exhibit B** and incorporated herein by reference.

The transcript of the hearing before the bankruptcy court evidences that the parties did not discuss the merits of Nationstar's alleged interests. This transcript evidences Nationstar did

not raise an objection to Plaintiff's legal standing to individually and personally bring and prosecute this state court action in defense of her property rights, which would have been the proper time and venue to do so if so minded. The bankruptcy court's Order Modifying Stay also evidences the foregoing and is attached hereto as **Exhibit C** and incorporated herein by reference.

The transcript evidences that Beth Renno, counsel for the Chapter 13 Trustee, was present at this hearing and raised no objection to Plaintiff individually and personally litigating this state court case pro se. Ms. Renno stated, "Yes, Your Honor. The trustee agrees." *Exhibit B, Page 5, Line 12*. This was in response to Nationstar and the bankruptcy court clarifying that Nationstar is not trying to foreclose and everybody agrees and understands that. If the trustee believed Plaintiff was somehow precluded by bankruptcy law to individually and personally litigate this action in state court, it stands to reason Ms. Renno would have raised an objection at this hearing, and she did not.

The transcript evidences that Ms. Renno was to be copied on the proposed order modifying stay and given the opportunity to object to any of the language before the order was signed as well as Plaintiff's Chapter 13 bankruptcy attorney, Ms. Jenkins, so the trustee was at all times aware and involved in this proceeding.

During the same hearing before the bankruptcy court, Plaintiff stated, "So, I – my intention is to bring this matter before the State Court because this is a lien issue and the State Court obviously would have jurisdiction on whether or not we've satisfied under state law and county law and procedure whether the lien is valid. So –" *Exhibit B, Page 8, Lines 11-15*. The Court replied, "Well, I'm not looking to do the work. [...] I think either – either party could remove it [...] in the pending case, but I'm not looking to do it. I'm happy for you to do it

wherever you want to do it. [...] But I think it is fair for them to be able to respond and defend themselves --". *Exhibit B, Page 8, Lines 16, 18-19, 21-23, 25 and Page 9, Line 1.*

The transcript evidences that Judge Waites was aware of the nature of Plaintiff's action before this Court and the relief she is seeking and granted Plaintiff permission to proceed with litigating her action in state court pro se. After this hearing, Plaintiff's Chapter 13 bankruptcy attorney, Ms. Jenkins, indicated to Plaintiff the good news is she has the bankruptcy court's permission to proceed with her action in state court.

It stands to reason that if Plaintiff is precluded by a bankruptcy-related filing, statute or case from individually and personally bringing and litigating this action pro se in state court, the chief bankruptcy judge would have advised Plaintiff of that, admonished her for filing the action, and ordered her to dismiss the state court case, and he did not. In consideration of the foregoing, Plaintiff reasonably believes she has permission of the bankruptcy court and consent of the Chapter 13 trustee to litigate her state court action pro se and that she has the legal right to do so individually and personally and that she is not acting in violation of any law.

During the hearing on Nationstar's motion to intervene on July 18, 2012, transcript excerpts of which are attached as **Exhibit D** and incorporated herein by reference, Nationstar's counsel mentioned Plaintiff's Chapter 13 bankruptcy, and the Court stated, "What I meant was that the residential property, which is the subject matter of this mortgage was not part of the bankruptcy in the beginning." *Exhibit D, Page 6, Lines 18-20.* Nationstar's counsel explained there was no precondition arrearage but Nationstar needed to get the bankruptcy court's permission to appear in this action, and the Court stated, "Which you did." *Exhibit D, Page 7, Line 3.*

Since this discussion took place before this Court during the hearing on Nationstar's

motion to intervene, and this Court likewise expressed no concerns regarding Plaintiff's legal standing to bring and litigate this action individually and personally, Plaintiff reasonably believed her legal right and legal standing to individually and personally bring and litigate this action pro se was not in question by this Court and that issue would not be entertained by this Court since the bankruptcy court and trustee were aware and likewise raised no objection to this Court; therefore, Plaintiff continued to diligently prosecute this action since July at significant cost to her in time, labor and litigation expenses.

On the other hand, Nationstar's standing in this action is in question by this Court because at the same hearing, this Court stated to Nationstar's counsel, "Well, there's a difference between intervention and dismissal. You ask for both reliefs; I haven't heard from Mr. Knobloch yet, but you asked that you be allowed to intervene and dismiss other parties. I'm not sure that you have standing to raise that. However, that's what you put in your motion. [...] All right. You have 30 days from today to answer her complaint. I decline to dismiss any other parties on your motion to intervene, which I don't think is proper anyway. I don't think just because you alleged you were there because she questions the transfer of this interest, and I think that's a matter that should be subject to an evidentiary hearing, and not done on a motion for intervention." *Exhibit D, Page 7, Lines 16-21; Page 17, Lines 23-25; Page 18, Lines 1-5.*

At the same hearing, the Court stated to Plaintiff, "See, this is a 2012 case, so I don't see this being unnecessarily delayed in any way. You would need an answer from them if I allowed them to do it, and you would know their position, and they would be subject to your discovery requests. You can file interrogatories, serve it on them. You can serve them with requests to admit, if they are a party. You can also serve a request to produce on them; do you understand that?" *Exhibit D, Page 14, Lines 23-25; Page 15, Lines 1-5.*

At the same hearing, the Court stated to Plaintiff, "Now, Ms. Marks, I'm granting the motion, because I definitely think I need to have all necessary parties before the Court, and I don't think it necessary -- you brought the action and I want to get as much information as possible from everybody. I'm not dismissing anybody from this action. Now, I question very much whether or not Ms. Marks can get any judgment against these fictitious corporations or John Doe's, because she hasn't served anybody, so they haven't been put on notice and they haven't had any opportunity to be heard. And you don't just name them in a complaint and say I'm asking for relief from unknown people. You have to do more than that, and that may require that you do seek legal advice about your lawsuit, but that's not before me today." *Exhibit D, Page 17, Lines 1-14.*

Nationstar's pleadings, the hearing transcript on Nationstar's motion to intervene, and the Court's Order entered on August 2, 2012, granting same, evidences that Nationstar's position stated for seeking the Court's permission to intervene is that Nationstar is not the servicer of the mortgage, rather, Nationstar is the owner of the mortgage and real party in interest in this case.

Nevertheless, on October 4, 2012, Nationstar stated under oath in response to Plaintiff's interrogatories that Fannie Mae is the owner of the note and mortgage, and Nationstar obtained the alleged original note from Fannie Mae's custodian, Bank of NY Mellon, on May 31, 2012, which means Nationstar must have known prior to the July 18th hearing that Nationstar is not the owner of the note and mortgage. It is not plausible that Nationstar made an honest mistake, rather, the evidence indicates Nationstar apparently intentionally misrepresented to the Court that it owned the mortgage to ensure that it would be granted permission to intervene, and this resulted in great harm to Plaintiff by multiplication and delay of proceedings and prejudiced certain legal rights of Plaintiff.

Because of Nationstar's counsel's actions, the Court's understanding and viewpoint of Plaintiff's case was tainted by Nationstar's counsel's mischaracterizations of her action in proposed orders that she asked the Court to sign, and since the Court signed those orders, it does not appear that the Court has had time to read Plaintiff's complaint since Nationstar's intervention in this case.

The Court has not granted Plaintiff sufficient time during hearings to fully explain to the Court her reasons for naming John Doe's 1-100 and Fictitious Corporations 1-100 as defendants and for not naming and serving any other party other than Old South Mortgage Corporation ("Old South") with her complaint when she filed it on April 6, 2012.

The Complaint explains that Plaintiff alleges that due to the fraudulent and illegal acts during the origination of the mortgage and note, they are invalid and unenforceable. Old South is the originator who Plaintiff properly sued, and third parties who were not involved in the origination are not in a position to argue the origination because they were not there.

Plaintiff has done nothing improper because she has a legal right to plead reasons for nonjoinder of parties that may claim to have an interest pursuant to Rule 19(c) and to wait until she obtains a ruling from the Court as to whether she has a legal duty to name and serve any other party with her complaint pursuant to applicable state laws after the Court's consideration of the facts, evidence and circumstances of this case.

That legal right was prejudiced by Nationstar's intervention with a false claim that it owns the mortgage, which resulted in the Court permitting Nationstar to intervene and in the Court in essence instructing that Plaintiff should conduct discovery and name and serve necessary parties with her complaint because she may not be granted relief against fictitious corporations or John Doe's.

After Nationstar stated under oath in answers to interrogatories that Fannie Mae is the owner of the note and mortgage on October 4, 2012, a claim that is also evidenced in other documentary evidence Plaintiff submitted to the Court, Plaintiff filed her motion for leave to amend complaint on October 15, 2012, without any undue delay, so that she could obtain permission of the Court to add Fannie Mae as a defendant, serve Fannie Mae with her original complaint, and to dismiss the John Doe's and Fictitious Corporations defendants without prejudice since the evidence gathered in discovery subsequent to Plaintiff's filing the complaint indicates Fannie Mae claims to own the mortgage. Plaintiff thereby demonstrated her compliance with the Court's instructions for her case at the hearing on Nationstar's motion to intervene.

Surprisingly, at the hearings on Plaintiff's motion for leave to amend complaint, motion to compel discovery responses against Nationstar, and motion to defer ADR conference, the Court seriously entertained Nationstar's arguments that bankruptcy-related filings, statutes and cases somehow preclude Plaintiff from bringing and litigating this action individually and personally in defense of her property rights and allegedly only the Chapter 13 bankruptcy trustee would have legal standing to bring and litigate this action.

Plaintiff found the Court's entertainment of this argument surprising because at each of the last three hearings, Plaintiff has explained to the Court sufficient facts to show the Court that Nationstar lacks legal standing to raise this issue, and clearly, Nationstar did not raise this issue timely or properly in opposition to and during hearings on Plaintiff's motions to amend, compel and defer ADR, which have nothing to do with that issue.

Nationstar should have brought the issue of Plaintiff's alleged lack of legal standing to the Court's attention for review and a decision much sooner in Nationstar's own separate motion

for clarification before the Court so that Plaintiff would have been granted a fair opportunity to fully brief and litigate that issue before she engaged in the time and expense of pursuing discovery against the defendants in this action.

It was impossible for Plaintiff to fully explain the contents of her motions and adequately argue the merits of her motions because Nationstar's actions also required Plaintiff to attempt to address Nationstar's attack on her legal standing to bring and litigate this action with only 15 minutes maximum allowed to argue each motion before the Court. This was prejudicial to Plaintiff's legal right to have her motions heard and decided based on the merits.

Nationstar improperly shifted the focus away from the merits of Plaintiff's motions to the issue of whether or not bankruptcy-related filings, statutes and cases somehow preclude Plaintiff from bringing and litigating this action individually and personally or somehow preclude Plaintiff from obtaining complete discovery responses from Nationstar.

Debtors in Chapter 13 bankruptcy still have a legal right to individually and personally dispute any creditor's claim upon discovery of frauds or unlawful acts that render the creditor's claim invalid and unenforceable, and that is what this case is—a dispute regarding the mortgage lien, which Plaintiff believes to be invalid and unenforceable as of the date of its recording in the county register of deeds on October 9, 2007.

Old South did not finance the purchase of Plaintiff's home and admitted that to Plaintiff in its answer to the complaint and in its answers to interrogatories. Old South knowingly and intentionally caused itself to be falsely identified as the lender in the original mortgage and note Plaintiff was asked to sign at the closing and caused the recording of a false mortgage lien against her home in its own name, resulting in a slander and cloud upon her properly title that exists to this day. Old South has been a dissolved corporation since 2008, and Plaintiff believes

no lawful assignments of the note have occurred and no lawful assignments of mortgage can be recorded in the county register of deeds. Some refer to that as a "dead mortgage."

Plaintiff's complaint is complex, she raised several issues in her 40-page complaint with voluminous exhibits, including allegations that the mortgage is unenforceable also because it is an unconscionable contract. Plaintiff in no way is suggesting to the Court that the only reason the mortgage lien is invalid is because an assignment has not been recorded yet, and it was improper for Nationstar to mischaracterize her complaint in such a manner before the Court in a proposed order that the Court ultimately signed. Nationstar's counsel has read and answered the complaint and knows that is not true and this case is much more complex than that.

This action was characterized as a "claim" in the Order, but the complaint does not include a claim for an award of monetary damages from any party; and taken as a whole, this action is more properly characterized as a contract "dispute". Plaintiff has an individual right to dispute the validity and enforceability of a contract.

Prior to filing her complaint, Plaintiff investigated and did not find any evidence that Nationstar was the lawful owner of the mortgage, and therefore, Plaintiff did not sue Nationstar and did not require Nationstar to appear and defend in this action. Nationstar intervened on its own accord, and Nationstar agreed in its answer that jurisdiction and venue in this Court is proper. Clearly, Nationstar voluntarily submitted itself to the jurisdiction of this Court and now apparently seeks to escape the jurisdiction of this Court and also prevent Plaintiff's action from being decided on its merits by claiming bankruptcy-related filings, statutes and cases somehow preclude Plaintiff from bringing this action or somehow preclude Plaintiff from obtaining discovery from Nationstar. Unfortunately, Nationstar's counsel's words have now become the Court's words in the Orders signed in February 2013.

Plaintiff has constitutional rights as a matter of law ensuring her equal protection under the law and due process of law with respect to her individual property rights, yet, Nationstar in effect just persuaded the Court to ignore Plaintiff's basic constitutional rights and ignore that Nationstar lied to obtain permission to intervene and then refused to produce any contractual or documentary evidence proving that it has any legal rights or interest in equity whatsoever to justify it remaining in this case after stating under oath that Fannie Mae owns the note and mortgage on October 4, 2012.

If Nationstar wanted to avoid completely answering the rest of Plaintiff's discovery requests, the proper remedy is to withdraw from the case and allow Plaintiff to serve Fannie Mae with the complaint and thereby grant Fannie Mae the opportunity to appear and attempt to prove and defend its alleged interests in the mortgage if so minded. Instead, Nationstar has been permitted to delay and obstruct the administration of justice in my case since May 2012 and continuing to present.

In February 2013, the Court denied Plaintiff's motions to amend complaint and motion to compel answers to her discovery requests from Nationstar on the grounds that "only the bankruptcy trustee has standing to pursue this claim," and on the grounds the alleged current owner of the mortgage and real party in interest, Fannie Mae, is not a necessary party to this action because "the Bankruptcy Court has already issued an Order that Nationstar is entitled to enforce the note and mortgage."

Plaintiff explained and entered evidence into the Court showing Nationstar falsely identified itself as the secured creditor in the Form 10 proof of claim it filed in Plaintiff's Chapter 13 bankruptcy on April 29, 2011, which resulted in Plaintiff's bankruptcy attorneys and the bankruptcy court mistakenly declaring Nationstar as the secured creditor in Plaintiff's

Chapter 13 schedules and confirmed plan. Plaintiff simply reported to her attorneys to whom she was sending her mortgage payments. It was Nationstar that falsely claimed to own the mortgage and misled Plaintiff's attorneys and the bankruptcy court. The bankruptcy court is aware of this action, but it is not yet aware of the information and documents entered into this Court showing Fannie Mae has been the alleged owner of the mortgage since October 2007.

The Orders contradict the Court's statements and instructions during the hearing on Nationstar's motion to intervene and also contradicts the contents of the Court's order granting same, entered on August 2, 2012, that includes citations to Rule 24(a), SCRCP and S.C. Code Ann. § 15-5-80 supporting the Court's finding that the owner of the mortgage is a necessary party that must be joined in this action as a matter of right.

Pursuant to Rule 17 of the South Carolina Rules of Civil Procedure, "No action shall be dismissed on the ground that it is not prosecuted in the name of the real party in interest until a reasonable time has been allowed, after objection, for ratification of commencement of the action by, or joinder or substitution of, the real party in interest; and such ratification, joinder, or substitution shall have the same effect as if the action had been commenced in the name of the real party in interest." The comment to this rule states in part, "The last sentence of the rule is intended to prevent forfeiture in those cases in which the determination of the proper party to sue is difficult or when there has been an honest mistake."

The foregoing excerpt from Rule 17 shows that even if it were proven true beyond a shadow of a doubt that there are some applicable bankruptcy statutes or cases indicating only the trustee has standing to bring this action, the Court is still required to grant Plaintiff and the trustee time and opportunity for ratification, joinder or substitution so that no one's legal rights would be prejudiced by a premature dismissal of this action before the case is tried and

adjudicated based upon the merits.

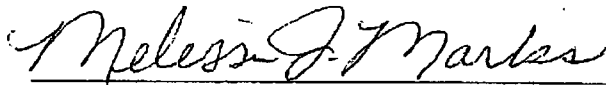
It is well-established in case law that South Carolina courts favor granting Plaintiffs the opportunity for their disputes or claims to be tried and adjudicated based upon the merits.

Plaintiff has brought a meritorious case before this Court, she has been proven right on most of her allegations against the defendants thus far, and, therefore, she desires and believes she deserves her case to be tried and decided on the merits.

Plaintiff reserves the right to supplement this motion with a memorandum and/or an affidavit(s) prior to a hearing on this matter.

WHEREFORE, Plaintiff respectfully requests this Court reconsider the Order Denying Plaintiff's Motion for Leave to Amend Complaint and reconsider the Order Denying Plaintiff's Motion to Compel Answers to Interrogatories and Requests for Production to Defendant Nationstar Mortgage, LLC, or in the alternative, to alter or amend said Orders in a manner to be discussed at the hearing on this motion.

Respectfully submitted,



Melissa Jean Marks
Plaintiff pro se
209 Presidential Court
Round O, SC 29474
(843) 599-3156
mjmarks68@hotmail.com

Round O, South Carolina
March 11, 2013

EXHIBIT A

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

Melissa Jean Marks,

Plaintiff,

vs.

Old South Mortgage Corporation, John Does
1-100, Fictitious Corporations 1-100,
Nationstar Mortgage, LLC

Defendants.

IN THE COURT OF COMMON PLEAS
FOURTEENTH JUDICIAL CIRCUIT
CIVIL CASE NO. 2012-CP-15-262

**ORDER DENYING PLAINTIFF'S
MOTION FOR LEAVE TO AMEND
COMPLAINT AND GRANTING
PLAINTIFF'S MOTION TO WITHDRAW
MOTION FOR SUMMARY JUDGMENT**

PATRICIA C. GRAFF
COLLETON COUNTY
COMMON PLEAS
2013 FEB 27 AM 11:33

#1
PMB
This matter came before the Court for a hearing on January 28, 2013, for consideration of Plaintiff's Motion for Leave to Amend her Complaint and Withdraw her Motion for Summary Judgment. Melissa Jean Marks, *pro se*, appeared on her own behalf. Harriet Pollitt Wallace, Esquire appeared on behalf of the Defendant Nationstar Mortgage, LLC. Based on the record and arguments made at the hearing, the Court denies Plaintiff's Motion for Leave to Amend Complaint. The Court grants Plaintiff's Motion to Withdraw her Motion for Summary Judgment, as Nationstar has not raised any objection.

BACKGROUND

Plaintiff filed for Chapter 13 Bankruptcy protection on or about April 20, 2011. *See In re Marks*, Case Number 11-02619-jw. In her Chapter 13 Bankruptcy Petition, Plaintiff discloses Nationstar Mortgage, LLC as a secured creditor holding a mortgage on a "Detitled Mobile Home and Lot located at 209 Presidential Court, Round O, SC 29474," and indicates she is current on the debt. *Id.* Doc. 1, Sch. D, Apr. 20, 2011. Thereafter, Plaintiff filed a proposed Plan, which

was confirmed by the Bankruptcy Court, stating "The debtor is current on obligations to Nationstar Mortgage, LLC and will continue regular payments directly to that creditor. Description of collateral: Detitle inobile home and lot located at 209 Presidential Court, Round O, SC 29474." *Id.*, Doc. 9, Am. Chapter 13 Plan ¶B(2), June 8, 2011; *Id.*, Doc. 12, Order Confirming Chapter 13 Plan, June 21, 2011.

On April 6, 2012, Plaintiff filed this declaratory judgment action in state court. Plaintiff did not name Federal Nation Mortgage Association ("FNMA") as a defendant. Thereafter, on October 15, 2012, Plaintiff filed a Motion for Leave to Amend the Complaint, which is the subject of this Order. In her motion, Plaintiff sought to substitute FNMA for Defendants John Does 1-100 and Fictitious Corporations 1-100, and argued that FNMA is a necessary party because of its beneficial interest in the subject note and mortgage.

STANDARD OF REVIEW

Amendments of pleadings are controlled by Rule 15(a) of the South Carolina Rules of Civil Procedure. It is well-established that the trial court has wide discretion in granting or denying a motion to amend. *Wachovia Bank Nat'l Ass'n v. Beane*, 397 S.C.612, 725 S.E.2d 715 (Ct. App. 2012). The trial court may deny a motion to amend when there is "a proper reason, such as bad faith, undue delay, or prejudice." *Forrester v. Smith & Steele Builders, Inc.*, 295 S.C. 504, 369 S.E.2d 156 (Ct. App. 1988). "The test of whether an amendment should be allowed is whether the amendment will prejudice or work an injustice to the adverse party." *Id.* Further, a motion to amend "may be denied where the proposed amendment would be futile." *Jennings v. Jennings*, 389 S.C. 190, 209, 697 S.E.2d 671, 681 (Ct. App. 2010); *see also Higgins v. Med. Univ. of S.C.*, 326 S.C. 592, 604-05, 486 S.E.2d 269, 275 (Ct. App. 1997).

ANALYSIS

Plaintiff's motion for leave to amend her complaint to substitute FNMA as a defendant is denied because it would be futile. Moreover, even if the proposed amendment was not futile, the Court would still deny her motion based on the fact that it was unduly delayed.

I. Plaintiff's proposed amendment is futile because only the bankruptcy trustee has standing to pursue this claim.

Plaintiff's complaint must be considered in light of her bankruptcy filing. A cause of action constitutes an asset of the bankruptcy estate regardless of whether it is disclosed by the debtor in her bankruptcy petitions. *Brockington v. Jones*, 2007 U.S. Dist. LEXIS 96248, 7-9 (D.S.C. Nov. 28, 2007). "Property of the estate includes all of the debtor's interests in any cause of action that has accrued prior to the bankruptcy petition." *Miller v. Pacific Shore Funding*, 287 B.R. 47, 50 (D.Md.2002) (citing *Tignor v. Parkinson (In re Tignor)*, 729 F.2d 977, 980-81 (4th Cir.1984)). Therefore, even if the debtor is unaware at the time of filing of the bankruptcy petition that she has a cause of action, it is still considered part of the estate. It is well-established that "if a cause of action is part of the estate of the bankrupt then the trustee alone has standing to that claim." *Nat'l Am. Ins. Co. v. Ruppert Landscaping Co.*, 187 F.3d 439, 441 (4th Cir. 1999). In addition, in bankruptcy actions, only the bankruptcy trustee has the power to avoid transfers of property or liens on property of the bankruptcy estate. 11 U.S.C. § 544.

In the present case, the gravamen of Plaintiff's complaint is that the note and mortgage are unenforceable because an assignment of mortgage was not recorded in the public records. Her cause of action seeking a declaration that the note and mortgage are unenforceable is considered part of her bankruptcy estate. Accordingly, only the trustee in the bankruptcy action has standing to pursue this claim. Based on this reason, the Court finds that it would be futile to allow Plaintiff to amend her complaint to add FNMA as a party to this litigation.

11. Plaintiff's proposed amendment is futile because the Bankruptcy Court has already issued an Order that Nationstar is entitled to enforce the note and mortgage; therefore, FNMA is not a necessary party to this litigation

44
P.B.

In addition, the Court finds that FNMA is not a necessary party to this litigation. "A necessary party is one whose rights must be ascertained and settled before the rights of the parties to the action can be determined." *Slatton v. Slatton*, 289 S.C. 128, 130, 345 S.E.2d 243, 249 (1986). Under South Carolina law, the mortgage follows the note. *Union Nat'l Bank v. Cook*, 110 S.C. 99, 96 S.E. 484 (1918); *Midfirst Bank, SSB v. C.W. Haynes*, 893 F.Supp. 1304 (D.S.C. 1994). As recently as July 2012, the South Carolina Supreme Court again held that an "assignment of a mortgage does not need to be recorded, and failure to do so has no effect on the rights of the assignee." *BAC Home Loan Servicing, L.P. v. Kinder*, 398 S.C. 619, 623, 731 S.E.2d 547, 549 (2012).

South Carolina's version of Article 3 of the Uniform Commercial Code governs the enforceability of negotiable instruments including promissory notes secured by mortgages on real estate. *Swindler v. Swindler*, 355 S.C. 245, 584 S.E.2d 438 (Cl. App. 2007). S.C. Code Ann. Section 36-3-301 provides there are three categories of persons entitled to enforce a negotiable instrument: (1) the holder of the instrument; (2) a nonholder in possession of the instrument who has the rights of the holder; and (3) a party who once had possession of a now lost instrument. S.C. Code Ann. § 36-3-301. Most importantly, a party may be entitled to enforce an instrument even though it "is not the owner of the instrument." *Id.*

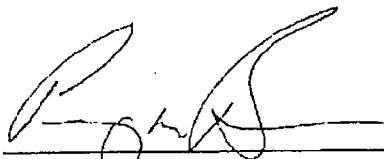
By virtue of its possession of the original note, Nationstar is the proper party to enforce the note. It follows that Nationstar is the only necessary party to defend against Plaintiff's claims that the note is unenforceable. Accordingly, FNMA is not a necessary party to this action

because complete relief can be granted in its absence and Plaintiff's motion is denied for this reason.

CONCLUSION

Based on the foregoing reasons, Plaintiff's motion for leave to amend is **DENIED** because it would be futile. Plaintiff's motion to withdraw her motion for summary judgment is **GRANTED**.

IT IS SO ORDERED.



Perry M. Duckner
Judge, Fourteenth Judicial Circuit

February 20, 2013
Walterboro, South Carolina

STATE OF SOUTH CAROLINA)

COUNTY OF COLLETON)

MELISSA JEAN MARKS,)

Plaintiff,)

vs.)

OLD SOUTH MORTGAGE)
CORPORATION; JOHN DOES 1-100;)
FICTITIOUS CORPORATIONS 1-100;)
and NATIONSTAR MORTGAGE, LLC,)

Defendants.)

IN THE COURT OF COMMON PLEAS
FOURTEENTH JUDICIAL CIRCUIT
CIVIL ACTION NO.: 2012-CP-15-00262

ORDER

PATRICIA C. GRAY
COLLETON COUNTY
COMMON FILES
2013 FEB 27 AM 11:31

This Court granted an Order Denying Plaintiff's Motion for Leave to Amend Complaint and Granting Plaintiff's Motion to Withdraw Motion for Summary Judgment on February 20, 2013. Accordingly, Plaintiff's November 13, 2012 Motion to Compel Answers and Interrogatories and Requests for Production to Defendant Nationstar Mortgage, LLC is moot.

IT IS SO ORDERED.

February 20, 2013
Walterboro, SC


The Honorable Perry M. Buckner

EXHIBIT B

UNITED STATES BANKRUPTCY COURT
DISTRICT OF SOUTH CAROLINA
CHARLESTON DIVISION

IN RE:) Case No. 11-02619-JW
) Chapter 13
MELISSA J. MARKS)
a/k/a MELISSA JEAN TANNER,)
Debtor.) 145 King Street
) Charleston, South Carolina 29401
)
) May 17, 2012
) 1:56 P.M.

TRANSCRIPT OF MOTION FOR CLARIFICATION (DOCKET 20)
BEFORE HONORABLE JOHN E. WAITES
UNITED STATES CHIEF BANKRUPTCY JUDGE

APPEARANCES:

For the Debtor: Meredith Law Firm, LLC
By: ELIZABETH JENKINS, ESQ.
4000 Faber Place Dr.
North Charleston, South Carolina 29405

For the Chapter 13 Trustee: Law Firm of Motley Rice
By: BETH RENNO, ESQ.
28 Bridgeside Blvd.
Mount Pleasant, South Carolina 29464

For Nationstar Mortgage: Rogers, Townsend & Thomas, PC
By: HARRIET POLLITT WALLACE, ESQ.
775 St. Andrews Boulevard
Charleston, South Carolina 29407

Audio Operator: John Andrew Bishop

TRANSCRIPTION SERVICE: TRANSCRIPTS PLUS, INC.
435 Riverview Circle
New Hope, Pennsylvania 18938
Telephone: 215-862-1115
Facsimile: 215-862-6639
e-mail CourtTranscripts@aol.com

Proceedings recorded by electronic sound recording, transcript
produced by transcription service.

1 THE COURT: Melissa Marks is a motion for
2 clarification filed by Harriet Wallace.

3 MS. WALLACE: Yes, Your Honor. I'm Harriet Wallace
4 for Rogers, Townsend & Thomas.

5 I represent Nationstar Mortgage. And Ms. Marks has a
6 pending Chapter 13 bankruptcy action before this Court.

7 THE COURT: Right.

8 MS. WALLACE: And we were listed as a creditor, and
9 she's paying, and we were named in the plan, which was
10 confirmed, and she's been making her payments.

11 However, about -- last month on April 6th, 2012, the
12 debtor filed an action in State Court, not naming Nationstar,
13 but naming Old South Mortgage Corporation, John Does 1 through
14 100 and Fictitious Corporations 1 through 100, and Old South
15 Mortgage was the original lender in this action.

16 And essentially what she's trying to do is have the
17 mortgage declared invalid and unenforceable and asking for the
18 Court to order the register of deeds satisfy the mortgage and
19 grant permanent injunctions prohibiting any entities from
20 filing assignments of mortgages or from foreclosing under that
21 mortgage.

22 And since Nationstar is the holder of that note, and
23 the mortgage secures that note, Nationstar feels like we need
24 to intervene in that action to protect our interest and make
25 sure that the mortgage isn't satisfied. And we just wanted

1 clarification to make sure that we're not doing anything in
2 violation of the stay. We're not trying to foreclose the
3 mortgage.

4 THE COURT: Right.

5 MS. WALLACE: We're just trying to make sure --

6 THE COURT: You're just defensive more than
7 offensive.

8 MS. WALLACE: Yes, sir.

9 THE COURT: Okay. And, Ms. Jenkins, you represent
10 Ms. Marks?

11 MS. JENKINS: Yes, Your Honor. Elizabeth Jenkins on
12 behalf of the debtor, Ms. Marks.

13 Your Honor, we represent Ms. Marks in the bankruptcy
14 only; we do not represent her -- her action in State Court is
15 pro se.

16 We certainly don't have any issue with the procedural
17 request of defending any interest they may or may not have in
18 the property.

19 My client does object to any lifting or modification
20 of the stay. But we believe that at this point, they're just
21 seeking to respond, which we don't believe is a violation.

22 THE COURT: And you consulted with Ms. Marks, and she
23 had an opportunity to be here today?

24 MS. JENKINS: Yes, she is here.

25 THE COURT: Okay.

1 MS. MARKS: Yes, Your Honor.

2 THE COURT: All right. Well, you can come forward if
3 you want to. Is Ms. Jenkins representing you in this matter?
4 I mean I'm not sure that it's not a lifting of the stay for --
5 to allow that defensive action. And to the degree that -- I
6 mean it might be the cautious thing to do is to express it in
7 that fashion. To the degree it is affected by the automatic
8 stay, you're allowed to do that because if you're going to sue
9 them, they have a right to defend themselves. And that's just
10 in the bankruptcy case in a confirmed plan that's allowing you
11 to make payments and cure debts. It's not going to be able to
12 protect you from them responding, and you understand that.

13 MS. MARKS: Yes, Your Honor.

14 THE COURT: So, the idea is I'm just not sure that --
15 I mean I guess just put it down as clarification, and maybe as
16 a matter of crystal clear law, you all know that it doesn't
17 require, it just -- right -- but I -- before we parse words, I
18 don't think -- I think it's better to put in your order that I
19 grant you the right to appear and defend, to whatever extent
20 it's necessary. That to the extent it's a lifting of the stay
21 for that purpose, that it is a lifting of the stay.

22 MS. WALLACE: Yes, sir.

23 THE COURT: Now to the extent that it's not allowing
24 you to foreclose or whatever of your, you know, matters covered
25 under the plan, it seem to me, you know, you're still bound to

1 the plan.

2 MS. WALLACE: Yes, sir, and I had put that in my
3 motion. It was kind of unusual, and I wasn't sure exactly how
4 to phrase that.

5 THE COURT: Well --

6 MS. WALLACE: Because I wanted to make it clear that
7 we're not trying to --

8 THE COURT: Right.

9 MS. WALLACE: -- foreclose.

10 THE COURT: I think that's fair I think everybody
11 agrees with that. Everybody understands that.

12 MS. RENNO: Yes, Your Honor. The trustee agrees.

13 THE COURT: Okay. So, will you -- I mean you might
14 -- do you have an order that suits you or do you want to draft
15 one up that --

16 MS. WALLACE: I can draft one up; I did not bring
17 one --

18 THE COURT: Okay.

19 MS. WALLACE: -- Your Honor, but --

20 THE COURT: Well, I -- I mean --

21 MS. WALLACE: -- I could draft one up and e-mail it
22 or --

23 THE COURT: All right. If you'll submit it to
24 chambers.

25 Ms. Jenkins, do you want to see it?

1 MS. JENKINS: I would like to see it, Your Honor.

2 THE COURT: All right. Well, do it in a quick
3 fashion, and pretty much --

4 MS. WALLACE: Yes, Your Honor.

5 THE COURT: -- when you send it to me, send it to Ms.
6 Jenkins. And then if you have a problem, quickly tell us.

7 MS. JENKINS: Yes, Your Honor.

8 THE COURT: As opposed to -- and the trustee, as
9 well.

10 MS. WALLACE: Yes, sir.

11 THE COURT: So anybody can tell us if there's a --
12 because if I don't hear anything in fairly quick order, I'll
13 sign it only because I worry about the timing and don't want to
14 hold the State Court up and hold up your proceeding and --

15 MS. JENKINS: Thank you, Your Honor.

16 THE COURT: -- that sort of thing.

17 MS. WALLACE: Yes, sir, and you should have that
18 tomorrow, Your Honor.

19 THE COURT: Okay. Well, I'm thinking --

20 MS. WALLACE: I don't think it will take long.

21 THE COURT: No, I wasn't worried about you, I was
22 just trying to think where I am tomorrow, and I think I might
23 be on the road with some of those other folks, but we'll get --

24 MS. WALLACE: I didn't mean you had to sign it
25 tomorrow.

1 THE COURT: We'll get it signed.

2 (Laughter)

3 THE COURT: We'll get it signed for you. Well, I
4 didn't want you to rush if I wasn't there. But, okay -- well,
5 that's fair, it seems to me the right thing to do. So, if
6 you'll prepare that order then I'll enter it. Okay?

7 MS. WALLACE: Okay.

8 THE COURT: Thanks for coming, Ms. Jenkins.

9 MS. WALLACE: And, Your Honor, just for
10 clarification, that was lifting of the stay for purposes of
11 appearing --

12 THE COURT: I think you put --

13 MS. WALLACE: -- and defending in the State Court
14 action.

15 THE COURT: And Ms. Jenkins and you can talk about it
16 for a minute, but I don't want there to be any question that
17 there's a limitation on what you can do to defend yourself in
18 State Court. And I'm actually thinking that this has come up
19 before -- it doesn't come up very often -- but I do think to
20 some degree, you know, it may be asserting rights against the
21 debtors in defense or affirmative rights, affirmative defenses,
22 I don't know. It might involve -- so, I'm giving you, by
23 agreement really, this limited lifting of the stay.

24 MS. JENKINS: Yes, sir.

25 THE COURT: You can put in there that, you know,

1 you're still bound by the plan, and it's not intended to give
2 you the right to foreclose. You're current on your plan
3 payments, aren't you?

4 MS. MARKS: Yes, Your Honor. And I would like to let
5 you know that I will remain current --

6 THE COURT: Good.

7 MS. MARKS: -- in all my payments, and I would not do
8 that unless I had an amended plan or any kind change that's
9 authorized by this Court.

10 THE COURT: Okay.

11 MS. MARKS: So, I -- my intention is to bring this
12 matter before the State Court because this is a lien issue and
13 the State Court obviously would have jurisdiction on whether or
14 not we've satisfied under state law and county law and
15 procedure whether the lien is valid. So --

16 THE COURT: Well, I'm not looking to do the work.

17 MS. MARKS: Right.

18 THE COURT: I think either -- either party could
19 remove it --

20 MS. MARKS: Right

21 THE COURT: -- in the pending case, but I'm not
22 looking to do it. I'm happy for you to do it wherever you want
23 to do it.

24 MS. MARKS: Okay.

25 THE COURT: But I think it is fair for them to be

1 able to respond and defend themselves --

2 MS. MARKS: Yeah.

3 THE COURT: -- and -- so, that's fine. Do the best
4 you can drafting it up, and we'll -- and Ms. Jenkins will --
5 and Ms. Renno can check it for us.

6 MS. WALLACE: Thank you, Your Honor.

7 THE COURT: Okay. Thanks for being here. Good luck
8 to you all.

9 MS. JENKINS: Thank you.

10 (Whereupon, at 2:03 P.M., the hearing was adjourned.)

11

12 CERTIFICATE OF TRANSCRIBER

13

14 I, KAREN HARTMANN, a certified Electronic Court
15 Transcriber, certify that the foregoing is a correct transcript
16 from the electronic sound recording of the proceedings in the
17 above-entitled matter.

18

19

20 /s/ *Karen Hartmann* AAERT CET**D0475 Date: February 25, 2013

21 TRANSCRIPTS PLUS, INC.

22

23

24

25

EXHIBIT C

UNITED STATES BANKRUPTCY COURT FOR THE
DISTRICT OF SOUTH CAROLINA

IN RE:

Melissa Jean Marks aka Melissa Jean
Tanner,

DEBTOR(S).

CHAPTER 13
CASE NO.: 11-02619-jw

ORDER MODIFYING STAY

This matter comes before the Court upon motion of Nationstar Mortgage ("Movant"), seeking relief from the automatic stay for the limited purpose of being able to intervene in and defend state court litigation filed by Debtor *pro se* against Old South Mortgage Corporation, John Does 1-100, and Fictitious Corporations, 1-100, in Colleton County Court of Common Pleas, 2012-CP-15-262.

It is not disputed by either the Debtor or the Movant that Debtor is current on her post-petition payments to Movant, and in fact, Debtor was current on the loan payments when the bankruptcy was filed. However, Movant would be prejudiced if Debtor were granted the relief she is seeking in the State Court Action unless Movant is allowed to intervene and asserts its rights to the mortgage and underlying obligation in such action.

NOW THEREFORE, upon motion of Movant, it is hereby

ORDERED THAT:

The stay pursuant to 11 U.S.C. §362 is lifted to the extent necessary to allow Movant to appear, intervene and otherwise defend State Court Action 2012-CP-15-262. Movant is otherwise still bound by the automatic stay.

U.S. BANKRUPTCY COURT
District of South Carolina

Case Number: 11-02619-jw

Order Modifying Stay

The relief set forth on the following pages, for a total of 2 pages including this page, is hereby ORDERED.

FILED BY THE COURT
05/25/2012



Entered: 05/25/2012



Chief US Bankruptcy Judge
District of South Carolina

EXHIBIT D

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF COLLETON) CASE NO.: 2012-CP-12-262

MELISSA MARKS,)
PLAINTIFF,)
v.) TRANSCRIPT OF RECORD
OLD SOUTH MORTGAGE,)
NATIONSTAR, JOHN DOE, 1 - 100,)
AND FICTITIOUS CORPORATIONS)
1 - 100,)
DEFENDANTS.)

WEDNESDAY, JULY 18th, 2012
WALTERBORO, SOUTH CAROLINA
BEFORE THE HONORABLE PERRY M. BUCKNER, III, JUDGE.

APPEARANCES:

MS. MELISSA J. MARKS, PRO SE
209 PRESIDENTIAL COURT
ROUND O, SC 29474

MS. HARRIET POLLITT WALLACE, ESQUIRE
ROGERS, TOWNSEND & THOMAS
SYNERGY BUSINESS PARK
220 EXECUTIVE CENTER DRIVE
COLUMBIA, SC 29210
ATTORNEY FOR NATIONSTAR

MR. JOHN KNOBELOCH, ESQUIRE
808 JOHNNIE DODDS BLVD.
MT. PLEASANT, SC 29464
ATTORNEY FOR OLD SOUTH MORTGAGE

Rebecca H. Hill
Official Court Reporter

1 THE COURT: All right.

2 MS. WALLACE: And the mortgage in South Carolina
3 follows the note. So there has not been an assignment of
4 mortgage filed, but we're not seeking foreclosure; actually,
5 the loan is current right now. It's been current as far as
6 I know; she's not ever been in default in the payment of the
7 loan. She is in Chapter 13 bankruptcy.

8 THE COURT: But she got relief from the bankruptcy
9 court because this was her residence, according to what she
10 puts in her Memorandum.

11 MS. WALLACE: Well, we filed a motion ---

12 THE COURT: To bring the action that she brought. She
13 brought the action against Old South ---

14 MS. WALLACE: Prior. She didn't get permission from
15 the bankruptcy court to bring the action against Old South;
16 I don't have any recollection of that. We filed an action -
17 --

18 THE COURT: What I meant was that the residential
19 property, which is the subject matter of this mortgage was
20 not part of the bankruptcy in the beginning.

21 MS. WALLACE: No, there was no precondition arrearage,
22 but it is being planned upstate that payments are to
23 continue to be made to Nationstar for this mortgage. So to
24 that extent, we filed a proof of claim and we are under the
25 jurisdiction of the bankruptcy court, and I needed to get

1 their permission to even appear to make sure that it is
2 clear that we are not trying to ---

3 THE COURT: Which you did.

4 MS. WALLACE: Exactly. Yes, Your Honor. And so that's
5 what brings us here, because we do have an interest in the
6 note, which I think is clear based on both the bankruptcy
7 action and the fact that I'm holding the original note,
8 which I did show to Ms. Marks during the break. And since
9 the mortgage follows the note, it's Nationstar's position
10 that we have an interest, and unless we are allowed to
11 intervene in this action, our rights will not be protected
12 by Old South, because Old South, number one, they're
13 dissolved, and number two, they have transferred any rights
14 that they have to these documents and would have really no
15 reason to, you know, to ---

16 THE COURT: Well, there's a difference between
17 intervention and dismissal. You ask for both reliefs; I
18 haven't heard from Mr. Knobeloch yet, but you asked that you
19 be allowed to intervene and dismiss other parties. I'm not
20 sure that you have standing to raise that. However, that's
21 what you put in your motion.

22 MS. WALLACE: Yes, sir.

23 THE COURT: But this is a motion to intervene,
24 pursuant to Rule 24, is it not?

25 MS. WALLACE: Yes, sir. Under Rule 25, it deals with

1 you're speaking, I'll listen. We understand each other?

2 MS. MARKS: Yes, Your Honor.

3 THE COURT: All right. Proceed. Now what is your
4 position on intervention?

5 MS. MARKS: My position is that they lack legal
6 standing because there is no real proof that there was a ---

7 THE COURT: How would you be prejudiced if I made
8 Nationstar a party to this matter? I understand you don't
9 agree with the dismissal of Old South. I understand that
10 you don't agree with the dismissal of -- although I'm not
11 sure you can get a judgment against John Doe's 1 through 100
12 and fictitious corporations 1 through 100 when you can't
13 serve them. And you didn't ask this Court for permission to
14 do so otherwise, such as by publication. So alleging what
15 interest, if any, these people might have. So I'm not sure
16 you can get relief there, but that's not before me today.

17 What is before me today is just the motion of
18 Nationstar Mortgage to intervene. How would you, Ms. Marks,
19 be legally prejudiced if this Court granted intervention?

20 MS. MARKS: Delay of proceedings.

21 THE COURT: How would it delay it?

22 MS. MARKS: In the even they were to file more ---

23 THE COURT: See, this is a 2012 case, so I don't see
24 this being unnecessarily delayed in any way. You would need
25 an answer from them if I allowed them to do it, and you

1 would know their position, and they would be subject to your
2 discovery requests. You can file interrogatories, serve it
3 on them. You can serve them with requests to admit, if they
4 are a party. You can also serve a request to produce on
5 them; do you understand that?

6 MS. MARKS: Yes, Your Honor, I do.

7 THE COURT: All right. I realize you're not a member
8 of the Bar, are you, Ms. Marks?

9 MS. MARKS: No, Your Honor, I am not.

10 THE COURT: All right. So again, my question to you
11 on this motion, because we've used up now our time, and I
12 want to make sure I've heard you, is what is your position
13 on why you would, other than delay, why you would be legally
14 prejudiced if the Court made Nationstar Mortgage a party to
15 this action?

16 MS. MARKS: If the inclination of the Court is to
17 potentially make them a party, but if the inclination of the
18 Court is not to ----

19 THE COURT: I'm not asking you what my inclination is.
20 I'm asking you to tell me how you would be legally
21 prejudiced?

22 MS. MARKS: I would only be caused more expense and
23 more ---

24 THE COURT: What expense would you be caused if they
25 become a party? They want to be a party. You don't even

1 Now, Ms. Marks, I'm granting the motion, because I
2 definitely think I need to have all necessary parties before
3 the Court, and I don't think it necessary -- you brought the
4 action and I want to get as much information as possible
5 from everybody. I'm not dismissing anybody from this action.
6 Now, I question very much whether or not Ms. Marks can get
7 any judgment against these fictitious corporations or John
8 Doe's, because she hasn't served anybody, so they haven't
9 been put on notice and they haven't had any opportunity to
10 be heard. And you don't just name them in a complaint and
11 say I'm asking for relief from unknown people. You have to
12 do more than that, and that may require that you do seek
13 legal advice about your lawsuit, but that's not before me
14 today.

15 Now, let me make sure, Ms. Wallace that you understand
16 my ruling. I'm granting Nationstar Mortgage's motion to
17 intervene. You've got 30 days from today -- first of all,
18 I'm going to let them be a defendant to the action you've
19 already brought. You follow me? So all of the allegations
20 you've alleged against Old South and the John Doe's, apply
21 now to Nationstar; you understand?

22 MS. MARKS: Yes, Your Honor.

23 THE COURT: All right. You have 30 days from today to
24 answer her complaint. I decline to dismiss any other
25 parties on your motion to intervene, which I don't think is

1 proper anyway. I don't think just because you alleged you
2 were there because she questions the transfer of this
3 interest, and I think that's a matter that should be subject
4 to an evidentiary hearing, and not done on a motion for
5 intervention.

6 MS. WALLACE: Yes, Your Honor.

7 THE COURT: You understand my ruling, Ms. Marks?

8 MS. MARKS: Yes, Your Honor.

9 THE COURT: You understand my ruling, Ms. Wallace?

10 MS. WALLACE: Yes, Your Honor.

11 THE COURT: You understand my ruling, Mr. Knobeloch?

12 You're going to be right here at the tea party with me.

13 MR. KNOBELOCH: Yes, Your Honor.

14 THE COURT: All right, now, you will prepare that
15 Order, Ms. Wallace. You will send it to Ms. Marks and Mr.
16 Knobeloch. You're going to send it to me within seven days
17 of today. Send it to me at P.O. Drawer 470, Walterboro,
18 29488. You will copy all parties of record on your
19 transmittal to the Court.

20 Now, if she drafts an Order inconsistent with what I've
21 put on the record, Becky is making a record of it; then you
22 have to immediately notify in writing and copy them why you
23 think it's inconsistent. Ms. Marks, you do not get the
24 chance to argue this motion again, and I want to make sure
25 you understand that. Only if her Order is inconsistent with

STATE OF SOUTH CAROLINA)

COUNTY OF COLLETON)

MELISSA JEAN MARKS, *Pro Se*,)

Plaintiff,)

vs.)

OLD SOUTH MORTGAGE)
CORPORATION; JOHN DOES 1-100;)
FICTITIOUS CORPORATIONS 1-100;)
and NATIONSTAR MORTGAGE, LLC,)

Defendants.)

IN THE COURT OF COMMON PLEAS
FOURTEENTH JUDICIAL CIRCUIT
CIVIL ACTION NO.: 2012-CP-15-00262

CERTIFICATE OF SERVICE

I certify that, on this date, I served a copy of Plaintiff's Motion and Order Information Form and Coversheet, Plaintiff's Notice of Motion and Motion for Reconsideration of Order Denying Plaintiff's Motion for Leave to Amend Complaint and of Order Denying Plaintiff's Motion to Compel Answers to Interrogatories and Requests for Production to Defendant Nationstar Mortgage, LLC, filed on March 11, 2013, by mailing it to him/her, at his/her last known address, by depositing them in the U.S. Mail, in an envelope with sufficient postage affixed, addressed as follows:

The Honorable Perry M. Buckner
P O Drawer 470
101 Hampton Street
Walterboro, SC 29488-0470

Attorney for the Defendant Old South Mortgage Corporation at:

John F. Knobloch, Esq.
King & Knobloch, P.C.
808 Johnnie Dodds Blvd.
Mt. Pleasant, SC 29464

Attorney for Defendant Nationstar Mortgage, LLC at:

Harriet Pollitt Wallace, Esq.
Rogers Townsend & Thomas, PC
220 Executive Center Dr.
Columbia, SC 29210

PATRICIA C. GRANT
COLLETON COUNTY
COMMON PLEAS
2013 MAR 11 AM 10:01



Melissa Jean Marks, Plaintiff pro se
209 Presidential Court
Round O, SC 29474
(843) 599-3156
mjmarks68@hotmail.com

Round O, South Carolina
March 11, 2013

STATE OF SOUTH CAROLINA

COUNTY OF COLLETON

Melissa Jean Marks,

Plaintiff,

vs.

Old South Mortgage Corporation, John Does 1-100, Fictitious Corporations 1-100, Nationstar Mortgage, LLC,

Defendants.

IN THE COURT OF COMMON PLEAS
FOURTEENTH JUDICIAL CIRCUIT
CIVIL CASE NO. 2012-CP-15-262

DEFENDANT NATIONSTAR MORTGAGE, LLC'S MEMORANDUM IN OPPOSITION TO PLAINTIFF'S MOTION TO RECONSIDER ORDER DENYING PLAINTIFF'S MOTION FOR LEAVE TO AMEND COMPLAINT AND ORDER DENYING PLAINTIFF'S MOTION TO COMPEL ANSWERS TO INTERROGATORIES AND REQUESTS FOR PRODUCTION

(HPW 501904-00001)

Nationstar Mortgage, LLC ("Nationstar") submits this Memorandum of Law in opposition to Plaintiff's Motion to Reconsider the Orders Denying Plaintiff's Motion for Leave to Amend Complaint and Plaintiff's Motion to Compel Answers to Interrogatories and Requests for Production to Defendant Nationstar Mortgage, LLC.

BACKGROUND AND PROCEDURAL HISTORY

On February 27, 2013, the Court entered two orders: (1) Order Denying Plaintiff's Motion for Leave to Amend Complaint and (2) Order Denying Plaintiff's Motion to Compel Answers to Interrogatories and Requests for Production.

The Court denied Plaintiff's motion for leave to amend her complaint on the grounds that the proposed amendment was futile. The Court reasoned that Plaintiff's proposed amendment was futile in light of the fact that Plaintiff does not have standing to pursue the claims raised in this litigation in light of her bankruptcy and that Nationstar is the only necessary party to this litigation by virtue of being in possession of the original note. The Court denied Plaintiff's motion to compel on the grounds that it was moot in light of its ruling on the motion to amend.

LEGAL STANDARD

Plaintiff filed her motion to reconsider under Rules 52 and 59 of the South Carolina Rules of Civil Procedure. The purpose of Rule 59(e), SCRCP, to alter or amend a judgment, is to request that the trial judge "reconsider matters properly encompassed in a decision on the merits." *Arnold v. State*, 309 S.C. 157, 173 (S.C. 1992). The purpose of Rule 52 of the South Carolina Rules of Civil Procedure, to amend findings of fact by the Court, also applies to the "entr[ies] of judgment of the court." "Judgment" is defined as "any decree or order which dismisses the action as to any party or finally determines the rights of any party." Rule 54, SCRCP. Orders granting or denying motions to amend are typically not immediately appealable. *Pruitt v. Bowers*, 330 S.C. 483, 499 S.E.2d 250 (Ct. App. 1998). Since the orders which are the subject of this motion are not final judgments, Rules 52 and 59 are inapplicable. Rule 54, SCRCP.

In the alternative, if the Court finds that Rule 52 and/or Rule 59 are applicable to the orders which are the subject of Plaintiff's motion, there does not appear to be any South Carolina case law which addresses the standard of review applicable to a motion to reconsider. In the absence of a controlling South Carolina decision, the court looks to federal cases interpreting the analogous rule for guidance. *Gardner v. Newsome Chevrolet-Buick, Inc.*, 304 S.C. 328, 330, 404 S.E.2d 200, 201 (1991). ("Since our Rules of Procedure are based on the Federal Rules, where there is no South Carolina law, we look to the construction placed on the Federal Rules of Civil Procedure."). The Fourth Circuit has held that reconsideration of a judgment is an extraordinary remedy that should be granted sparingly. *Pacific Ins. Co. v. American Nat'l Fire Assoc.*, 148 F.3d 396, 403 (4th Cir. 1998). A motion under Rule 59(e) "may not be used to relitigate old matters, or to raise arguments or present evidence that could have been raised prior to the entry of judgment." *Exxon Shipping Co. v. Baker*, 554 U.S. 471, n. 5 (2008) (internal citation omitted). Moreover, "mere disagreement [with a court's decision] does not support a Rule 59(e) motion." *U.S. ex rel. Becker v. Westinghouse Savannah River Co.*, 305 F.3d 284, 290 (4th Cir.2002) (internal citation omitted). Rather, motions to reconsider are limited to three narrow circumstances: "(1) to accommodate an intervening change in controlling law; (2) to account for new evidence not available at

trial; or (3) to correct a clear error of law or prevent manifest injustice.” *Pacific Ins. Co. v. American Nat'l Fire Assoc.*, 148 F.3d 396, 402 (4th Cir. 1998).

DISCUSSION

Plaintiff's motion to reconsider should be denied because she is merely seeking to relitigate matters previously decided based on her displeasure with this Court's prior orders. In addition, while Nationstar specifically disputes Plaintiff's interpretation of the transcript from the Bankruptcy Court, any issues raised on the basis of the transcript are improper because they could have been raised at the hearings on her motion to amend or motion to compel and cannot be relitigated or raised for the first time in this motion.¹

None of Plaintiff's arguments satisfy the standards governing a motion for reconsideration. First, Plaintiff has failed to present any new evidence that was not already available to the Court prior to reaching its decisions. Most of Plaintiff's arguments are premised on the May 17, 2012 bankruptcy hearing before Judge Waites, which is not considered “new evidence,” and could have been raised at the hearings. First, Plaintiff argues that had the Bankruptcy Court thought she lacked standing to pursue these claims, it would have said so. The hearing referenced in the transcript was on Nationstar's Motion to Lift Stay (i.e., whether Nationstar could appear and defend this action) and it is apparent from reading the transcript that Plaintiff's standing was not an issue discussed, which makes sense because the Bankruptcy Court is not overseeing the merits of the state court action.

While Plaintiff is correct that the Bankruptcy Court and Trustee agreed that Plaintiff could bring her action wherever she wanted, and that Nationstar would not be in violation of the bankruptcy stay by appearing and defending the action as long as it did not seek to foreclose the mortgage, the Court also acknowledged that “either party could remove [the action to the Bankruptcy Court],” that Nationstar had the right to defend itself, and that the automatic stay would not “protect [Plaintiff] from [Nationstar]

¹ Nationstar does not have the transcript from the hearings on Plaintiff's Motion to Amend Complaint or Motion to Compel Discovery, so cannot say with certainty whether or not these issues were raised by Plaintiff. However, they were not raised in Plaintiff's proposed order granting her motion to amend. And, even if these issues were raised, the Court has already ruled on them and they cannot be relitigated now.

responding [to the complaint in the state court action]. (Mot. for Clarification Tr. 4; 7-12 May 17, 2012). (See also Mot. for Clarification Tr. 8; 18-23). The Bankruptcy Court had no reason to address Plaintiff's standing as it was not before the Bankruptcy Court, and neither the Bankruptcy Court nor the trustee have a duty to provide Plaintiff with legal advice, especially when she has counsel in her bankruptcy.

Most importantly, Plaintiff has failed to show how the Court committed a clear error of law in denying her motion to amend. "A motion to reconsider cannot appropriately be granted where the moving party simply seeks to have the Court rethink what the Court has already thought through, right or wrong." *United States v. Dickerson*, 971 F. Supp. 1023, 1024 (E.D. Va. 1997). In the present case, Plaintiff had the opportunity to make her argument and now merely disagrees with the Court's decision. Because Plaintiff's "mere disagreement" with the Court's decision is the only support for her motion, Plaintiff's motion to reconsider must be denied.

Because the Orders Denying Plaintiff's Motion to Amend and Denying Motion to Compel do not constitute final judgments on the merits, Rules 59 and 52 do not apply and should be denied. In the alternative, Plaintiff has failed to present any new evidence not available at the hearing, failed to raise any issue pertaining to an intervening change in controlling law, and failed to offer anything which tends to establish that the Court committed an error of law or that a manifest injustice will result. Therefore, Plaintiff's motion to reconsider should be denied.

Respectfully submitted,



Harriet Pollitt Wallace (SC Bar # 69454)
Rogers Townsend & Thomas, PC
220 Executive Center Drive
Post Office Box 100200 (29202)
Columbia, SC 29210
(803) 771-7900
Attorneys for Defendant Nationstar Mortgage, LLC

April 4, 2013
Columbia, South Carolina

CERTIFICATE OF SERVICE BY MAIL
Civil Action # 12-CP-15-262

I, Missie Wessinger, an employee for the law firm of Rogers Townsend & Thomas, PC, do hereby certify that I have on served a copy of the following upon counsel of record and parties in interest by U.S. Mail, postage prepaid, on April 4, 2013, at the following addresses:

Document Served:

Defendant Nationstar Mortgage, LLC's Memorandum in Opposition to Plaintiff's Motion to Reconsider Order Denying Plaintiff's Motion for Leave to Amend Complaint and Order Denying Plaintiff's Motion to Compel Answers to Interrogatories and Requests for Production

Counsel/Parties Served:

Melissa J. Marks
209 Presidential Court
Round O, SC 29474

John F. Knobloch, Esquire
King & Knobloch, P.C.
808 Johnnie Dodds Blvd.
Mt. Pleasant, SC 29464


Missie Wessinger

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOURTEENTH JUDICIAL CIRCUIT
COUNTY OF COLLETON	)	CIVIL ACTION NO.: 2012-CP-15-00262
MELISSA JEAN MARKS, <i>Pro Se</i> ,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	
	)	VOLUNTARY DISMISSAL
OLD SOUTH MORTGAGE	)	OF THE DEFENDANTS
CORPORATION; JOHN DOES 1-100;	)	JOHN DOES 1-100 AND FICTITIOUS
FICTITIOUS CORPORATIONS 1-100;	)	CORPORATIONS 1-100
and NATIONSTAR MORTGAGE, LLC,	)	
	)	
Defendants.	)	
	)	

PATRICIA C. GRANT
 COLLETON COUNTY
 COMMON PLEAS
 2013 APR 16 AM 8:55

Now comes the undersigned pro se Plaintiff and hereby voluntarily dismisses solely Defendants John Does 1-100 and Fictitious Corporations 1-100 from this action without prejudice pursuant to Rule 41(a)(1) of the South Carolina Rules of Civil Procedure for the following reasons.

Prior to Plaintiff filing this action on April 6, 2012, a clerk at the county register of deeds answered Plaintiff's inquiry that Old South Mortgage Corp is the only mortgage lien holder of record as to the subject real property, and Plaintiff obtained a report from Edisto Title Services, Inc. confirming that no assignments of mortgage had been recorded.

On July 22, 2012, Plaintiff discovered a Fannie Mae "Loan Lookup" website, and when Plaintiff entered her property address and ran a search at the website, the website's search results read as follows: "Match Found. Based on the property information you entered, Fannie Mae owns a loan on the property at this address." Consequently, Plaintiff discovered Fannie Mae in effect published a claim in the public domain that Fannie Mae owns the subject mortgage.

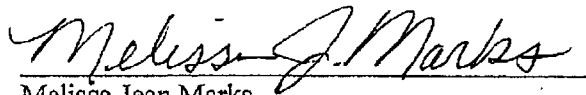
On October 4, 2012, the Defendant Nationstar Mortgage, LLC in its answers to Plaintiff's interrogatories stated under oath that "Fannie Mac is the owner of the note and mortgage" and

that "Nationstar requested the original note from Fannie Mae's custodian, Bank of NY Mellon, and Nationstar received the original note from Bank of NY Mellon on May 31, 2012.

Thereafter, Nationstar forwarded the original note to its counsel, Rogers Townsend & Thomas, PC."

Plaintiff has discovered nothing further in the public domain indicating that any other person or entity is claiming to be the current owner of the subject mortgage and note who was unknown to Plaintiff prior to her filing this action on April 6, 2012, and Plaintiff has not received actual notice of such claim to date.

Respectfully submitted,

A handwritten signature in cursive script, reading "Melissa J. Marks", is written over a horizontal line.

Melissa Jean Marks
Plaintiff pro se
209 Presidential Court
Round O, SC 29474
(843) 599-3156
mjmarks68@hotmail.com

Round O, South Carolina
April 16, 2013

COUNTY OF COLLETON

Plaintiff,

vs.

Defendants.

IN THE COURT OF COMMON PLEAS
FOURTEENTH JUDICIAL CIRCUIT
CIVIL ACTION NO.: 2012-CP-15-00262

CERTIFICATE OF SERVICE

Attorney for the Defendant Old South Mortgage Corporation at:

John F. Knobeloch, Esq.
King & Knobeloch, P.C.
808 Johnnie Dodds Blvd.
Mt. Pleasant, SC 29464

Attorney for Defendant Nationstar Mortgage, LLC at:

Harriet Pollitt Wallace, Esq.
Rogers Townsend & Thomas, PC
220 Executive Center Dr.
Columbia, SC 29210

2013 APR 16 AM 8:55
FARFORD, C. GRANT
COLLETON COURT
COMMON PLEAS

Melissa J. Marks

Melissa Jean Marks, Plaintiff pro se
209 Presidential Court
Round O, SC 29474
(843) 599-3156
mjmmarks68@hotmail.com

Round O, South Carolina
April 16, 2013

STATE OF SOUTH CAROLINA IN THE COURT OF COMMON PLEAS

COUNTY OF COLLETON

CASE NO. 2012-CP-15-262

MOTION INFORMATION
FORM
AND COVER SHEET

Melissa Jean Marks

☐ Plaintiff

v.

Old South Mortgage Corporation, John Does 1-100,
Fictitious Corporations 1-100, Nationstar Mortgage, LLC ☒ Defendant.

Check box above indicating submitting party

name, S.C. Bar no. and address of plaintiff's attorney

Harriet Pollitt Wallace (SC Bar # 69454)
Rogers Townsend & Thomas, PC
220 Executive Center Drive - Suite 109 (29210)
P.O. Box 100200
Columbia, SC 29202-3200
(803) 771-7900 tel. #
(803) 343-7017 fax #

name, S.C. Bar no. and address of Defendant's attorney

telephone: _____ fax: _____
email: _____ other: _____

- ☒ MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III)
☐ FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III)
☐ PROPOSED ORDER/CONSENT ORDER (Complete SECTIONS II and III)

SECTION I: Hearing Information

Nature of Motion: Defendant Nationstar Mortgage, LLC's Motion for Judgment on the Pleadings, or in the Alternative, Motion for Summary JudgmentEstimated Time Needed: 20 minutesCourt Reporter Needed: YES

SECTION II: Motion Fee

- ☒ PAID —AMOUNT: \$ 25.00
☐ EXEMPT: ☐ Rule to Show Cause in Child or Spousal Support
☐ Domestic Abuse or Abuse and Neglect
☐ Indigent status ☐ State Agency v. Indigent Party
☐ Sexually Violent Predator Act ☐ Post-Conviction Relief
☐ Motion for Stay in Bankruptcy
☐ Motion for Publication ☐ Motion for Execution (Rule 69, SCRCP)
☐ Proposed order submitted at request of the court; or,
reduced to writing from motion made in open court per judge's instructions
Name of Court Reporter: _____
☐ Other: _____

SECTION III: Motion Type

- ☒ Written motion attached
☐ Form Motion —

I hereby move for relief or action by the court as set forth in the attached proposed order.

For Harriet Wallace
Signature of Attorney for Plaintiff3/15/13
Date submitted

JUDGE'S SECTION

- ☐ Motion Fee to be paid upon filing of the attached order.
☐ Other

JUDGE

CODE: _____ Date: _____

CLERK'S VERIFICATION

Date Filed:

Collected by: _____
(print name)

- ☐ MOTION FEE COLLECTED: _____
☐ CONTESTED—AMOUNT DUE: _____

SCCA/233 (11/2003) 501904-00001

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

Melissa Jean Marks,

Plaintiff,

vs.

Old South Mortgage Corporation, John Does 1-100, Fictitious Corporations 1-100, Nationstar Mortgage, LLC

Defendants.

IN THE COURT OF COMMON PLEAS
FOURTEENTH JUDICIAL CIRCUIT
CIVIL CASE NO. 2012-CP-15-262

**DEFENDANT NATIONSTAR MORTGAGE,
LLC'S NOTICE OF AND MOTION FOR
JUDGMENT ON THE PLEADINGS, OR IN
THE ALTERNATIVE, MOTION FOR
SUMMARY JUDGMENT**

(HPW 501904-00001)

TO: MELISSA JEAN MARKS, PRO SE

YOU WILL PLEASE TAKE NOTICE that Defendant Nationstar Mortgage, LLC ("Nationstar"), by and through its undersigned attorney, will move on the 10th day after service hereof, or as soon thereafter as counsel may be heard, for an order dismissing the action on the pleadings pursuant to Rule 12(c), of the South Carolina Rules of Civil Procedure, or in the alternative, granting summary judgment in favor of Nationstar as to all claims raised by Plaintiff in her "Declaratory Judgment Complaint and Petition for Injunction," pursuant to Rule 56 of the South Carolina Rules of Civil Procedure. Specifically, this motion is based on the following grounds:

1. Plaintiff lacks standing to bring this lawsuit. *Whiten v. Fred's, Inc.*, 2010 U.S. Dist. LEXIS 70267 (D.S.C. July 12, 2010). Plaintiff filed for Chapter 13 Bankruptcy on or about April 20, 2011. *In re Marks*, Case Number 11-02619-jw, Doc. 1, Vol. Pet. and Sch. (Apr. 20, 2011). Her schedules do not disclose the causes of action set forth in the Complaint in this case, and her schedules and Chapter 13 Bankruptcy Plan judicially establish that Nationstar is the proper party to receive payments on the mortgage note which is the subject of this action. *Id.*, Doc. 1, Vol. Pet. and

Schedules (Apr. 20, 2011); *Id.*, Doc. 9, Chpt. 13 Plan (Jun. 8, 2011); *Id.*, Doc. 12, Or. Confirming Chpt. 13 Plan (Jun. 21, 2011).

A cause of action which arises prior to the filing of a bankruptcy petition is an asset of the bankruptcy estate regardless of whether it is disclosed by the debtor in her bankruptcy petitions, and whether or not the debtor was even aware of the cause of action.¹ *Miller v. Pacific Shore Funding*, 287 B.R. 47, 50 (D. Md. 2002) (citing *Tignor v. Parkinson (In re Tignor)*, 729 F.2d 977, 980-81 (4th Cir. 1984)); *Brockington v. Jones*, Civil Action No.: 4:05-3267-RBH-TER, 2007 U.S. Dist. LEXIS 96248, *7-9 (D.S.C. Nov. 28, 2007). It is well-established that "if a cause of action is part of the estate of the bankrupt then the trustee alone has standing to that claim." *Nat'l Am. Ins. Co. v. Ruppert Landscaping Co.*, 187 F.3d 439, 441 (4th Cir. 1999). It is noteworthy that the cause of action which is the subject of this action was not disclosed to the Bankruptcy Court until Nationstar's Motion to Modify the Stay was filed and the Bankruptcy Court filed its Order to Modify Stay, and the claims have not been judicially abandoned by the Trustee, as required by 11 U.S.C. § 554 and Bankruptcy Rule 6007. Also, the facts alleged to support her causes of action occurred prior to her bankruptcy filing, which make the causes of action asserted part of Plaintiff's bankruptcy estate. As a result of Plaintiff's bankruptcy filing, the claims in this case belong only to the Chapter 13 Trustee.² 11 U.S.C. § 554; Bankr. R. 6007; *Whiten v. Fred's, Inc.*, 2010 U.S. Dist. LEXIS 70267 at *6 -*7 (D.S.C. July 12, 2010).

¹ In the present case, Plaintiff failed to disclose the cause of action in her bankruptcy until May 29, 2012, after Nationstar was made aware of the case, and obtained an Order Modifying the Stay in order to intervene in this state court action. This action was filed and Plaintiff had already filed a Motion for Summary Judgment, and attempted to schedule the hearing prior to filing her amended schedules disclosing her claim, which she valued at \$1.00. *In re Marks*, Doc. 1, Vol. Pet. and Sch. (Apr. 20, 2011); Doc. 9, Chpt. 13 Plan (Jun. 8, 2011); Doc. 12, Or. Confirming Chpt. 13 Plan (Jun. 21, 2011); Doc. 26, Am. Sch. (May 29, 2012), attached hereto and incorporated by reference.

² In Plaintiff's Motion for Temporary Stay of Proceedings, filed on March 11, 2013, Plaintiff appears to be alleging that the Trustee abandoned Plaintiff's claim and attaches a copy of the transcript from the hearing on Nationstar's Motion for Clarification of Stay. The transcript only shows that the Trustee consented to the modification of the stay so that Nationstar could intervene in this state court action; it does not establish that the Trustee abandoned its right to Plaintiff's cause of action, which is consistent with the facts that Plaintiff did not file her amended schedules until after the Order Modifying Stay was issued, and the Amended Schedules (when they were filed) only valued the claim at \$1.00. See *In re Marks*, Doc. 26, Am. Sch.

Plaintiff also lacks of standing because even if the Chapter 13 Trustee had judicially abandoned the claim which is the subject of this action, only a bankruptcy trustee has the power to avoid transfers of property or liens on property of the bankruptcy estate. 11 U.S.C. § 544. In the present case, the gravamen of Plaintiff's complaint is that the note and mortgage are unenforceable because an assignment of mortgage was not recorded in the public records. If successful, the result could be that Plaintiff owns the Property free and clear of any liens. Plaintiff places an \$80,000 value on the Property. *In re Marks*, Doc. 26, Am. Sch. (May 29, 2012). Since the relief sought by Plaintiff is to have her mortgage declared void or stricken from the public records, only the trustee in the bankruptcy action has standing to pursue this claim and Nationstar is entitled to summary judgment to dismiss this action because the Plaintiff lacks standing.

2. In the alternative, Nationstar is entitled to summary judgment on the ground that Plaintiff's claims are barred by the doctrine of *res judicata*. *In re Nix*, CA 10-01103-HB, 2012 WL 27667 (Bankr. D.S.C. Jan. 5, 2012) (holding that debtor's claims based on pre-confirmation activity were barred by doctrine of *res judicata* based on confirmed Chapter 13 plan). The petitions filed in Plaintiff's Chapter 13 bankruptcy and the confirmed plan state that Nationstar is the secured creditor entitled to receive payment on the mortgage note. Therefore, just as in *Nix*, the confirmation of Plaintiff's bankruptcy plan serves as *res judicata* to the claims brought in this lawsuit.

3. Alternatively, Nationstar is entitled to summary judgment based on the doctrine of judicial estoppel. *See Abraham v. Bank of America, N.A. (In re Abraham)*, Adversary No. 10-80118-jw, 2010 WL 5437253 (Bankr. D.S.C. Sept. 20, 2010) (holding that debtor was judicially estopped from asserting contrary position in state court litigation based on his failure to list any causes of actions against defendant in bankruptcy schedules).

4. To the extent it can be interpreted that Plaintiff alleges a fraud cause of action, which Nationstar specifically denies, Nationstar would be entitled to summary judgment for two reasons.

First, Plaintiff's claims are barred by the three-year statute of limitations. On or about October 5, 2007, more than three years before this case was filed, Plaintiff signed the loan documents, including documents confirming that she was aware the loan was being simultaneously assigned to Flagstar. See loan documents attached to the Complaint and incorporated by reference. Furthermore, Plaintiff admits she was represented by counsel at the closing who was aware that Flagstar disbursed the loan proceeds enabling Plaintiff to purchase the Property. See Compl. ¶ 8. S.C. Code Ann. §15-3-530 ; S.C. Code Ann. §15-3-535 . Second, Plaintiff got exactly what she bargained for, which was a loan to purchase the Property, and has not alleged any facts sufficient to show she was injured. For example, Plaintiff cannot show an injury with regard to her claim that Old South did not actually fund the loan, since her loan was funded enabling her to purchase the Property. Plaintiff received the benefit of the loan, and Plaintiff was represented by counsel at the closing and her attorney was aware at the closing that the loan was being funded by Flagstar and not Old South. *Faulkner v. Millar*, 319 S.C. 216, 221, 460 S.E.2d 378, 381 (S.C. 1995). Furthermore, Plaintiff is current in her payments and assured the Bankruptcy Court that she would continue to remain current. Pl.'s Motion for Temp. Stay of Proceedings, Ex. A, page 8, lines. 4 – 9. *Regions Bank v. Schmauch*, 354 S.C. 648, 672, 582 S.E.2d 432, 445 (Ct. App. 2003) (citing *First State Sav. & Loan v. Phelps*, 299 S.C. 441, 446-47, 385 S.E.2d 821, 824 (1989); *Moorhead v. First Piedmont Bank & Trust*, 273 S.C. 356, 359, 256 S.E.2d 414, 416 (1979); *Kiriakides v. Atlas Food Sys. & Servs., Inc.*, 338 S.C. 572, 586, 527 S.E.2d 371, 378 (Ct. App. 2000); *Ardis v. Cox*, 314 S.C. 512, 515, 431 S.E.2d 267, 269 (Ct.App.1993)).

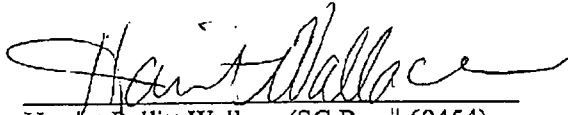
5. To the extent Plaintiff's Complaint can be interpreted to allege a cause of action for unconscionability, which Nationstar specifically denies, the cause of action is barred by the doctrine of *res judicata*. *In re Nix*, CA 10-01103-HB, 2012 WL 27667 (Bankr. D.S.C. Jan. 5, 2012) (holding debtor's unconscionability cause of action was barred by doctrine of *res judicata* since it existed prior to the confirmation of the bankruptcy plan).

6. Finally, to the extent Plaintiff's claims are based on the failure to record an assignment of mortgage, it fails as a matter of law. It is well-established that the mortgage follows the note and that assignment of the mortgage is not required. *Union Nat'l Bank v. Cook*, 110 S.C. 99, 96 S.E. 484 (1918); *Midfirst Bank, SSB v. C.W. Haynes*, 893 F.Supp. 1304 (D.S.C. 1994). As recently as July 2012, the South Carolina Supreme Court again held that an "assignment of a mortgage does not need to be recorded, and failure to do so has no effect on the rights of the assignee." *BAC Home Loan Servicing, L.P. v. Kinder*, 398 S.C. 619, 623, 731 S.E.2d 547, 549 (2012). See also *In re Woodberry*, 383 B.R. 373, 377 (Bankr. D.S.C. 2008).

Based on the grounds set forth above, Nationstar respectfully requests an Order Granting its Motion for Judgment on the Pleadings, or in the alternative, an Order Granting its Motion for Summary Judgment. Due to the automatic stay imposed by Plaintiff's Chapter 13 bankruptcy, Nationstar reserves its right to file an application for fees and costs with the United States Bankruptcy Court instead of in this state court action, but does not waive its right for reimbursement of these fees and costs.

This motion is based on the pleadings and other filings of record herein, the filings in Plaintiff's Chapter 13 bankruptcy action, including but not limited to, the petition, schedules, and amendments thereto, statement of financial affairs, her confirmed Chapter 13 plan including all amendments, and the other orders issued by the Bankruptcy Court and/or filed with the Bankruptcy Court for the District of South Carolina, the South Carolina Rules of Civil Procedure, the relevant case law, and such other and further matters as may be properly presented to the Court.

Respectfully submitted,

A handwritten signature in cursive script, reading "Harriet Wallace", written over a horizontal line.

Harriet Pollitt Wallace (SC Bar # 69454)
ROGERS TOWNSEND & THOMAS, PC
220 Executive Center Drive
Post Office Box 100200 (29202)
Columbia, SC 29210
(803) 771-7900
Attorneys for Defendant Nationstar Mortgage, LLC

March 15, 2013
Columbia, South Carolina

B1 (Official Form 1)(4/10)

United States Bankruptcy Court District of South Carolina		Voluntary Petition
Name of Debtor (If individual, enter Last, First, Middle): Marks, Melissa Jean	Name of Joint Debtor (Spouse) (Last, First, Middle):	
All Other Names used by the Debtor in the last 8 years (include married, maiden, and trade names): AKA Melissa Jean Tanner	All Other Names used by the Joint Debtor in the last 8 years (include married, maiden, and trade names):	
Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN) No./Complete EIN (if more than one, state all): XXX-XX-6701	Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN) No./Complete EIN (if more than one, state all):	
Street Address of Debtor (No. and Street, City, and State): 209 Presidential Ct Round O, SC	Street Address of Joint Debtor (No. and Street, City, and State):	
ZIP Code 29474	ZIP Code	
County of Residence or of the Principal Place of Business: Colleton	County of Residence or of the Principal Place of Business:	
Mailing Address of Debtor (if different from street address):	Mailing Address of Joint Debtor (if different from street address):	
ZIP Code	ZIP Code	
Location of Principal Assets of Business Debtor (if different from street address above):		
Type of Debtor (Form of Organization) (Check one box) ☒ Individual (includes Joint Debtors) <i>See Exhibit D on page 2 of this form.</i> ☐ Corporation (includes LLC and LLP) ☐ Partnership ☐ Other (If debtor is not one of the above entities, check this box and state type of entity below.)	Nature of Business (Check one box) ☐ Health Care Business ☐ Single Asset Real Estate as defined in 11 U.S.C. § 101(51B) ☐ Railroad ☐ Stockbroker ☐ Commodity Broker ☐ Clearing Bank ☐ Other Tax-Exempt Entity (Check box, if applicable) ☐ Debtor is a tax-exempt organization under Title 26 of the United States Code (the Internal Revenue Code).	Chapter of Bankruptcy Code Under Which the Petition is Filed (Check one box) ☐ Chapter 7 ☐ Chapter 9 ☐ Chapter 11 ☐ Chapter 12 ☒ Chapter 13 ☐ Chapter 15 Petition for Recognition of a Foreign Main Proceeding ☐ Chapter 15 Petition for Recognition of a Foreign Nonmain Proceeding Nature of Debts (Check one box) ☒ Debts are primarily consumer debts, defined in 11 U.S.C. § 101(8) as "incurred by an individual primarily for a personal, family, or household purpose." ☐ Debts are primarily business debts.
Filing Fee (Check one box) ☒ Full Filing Fee attached ☐ Filing Fee to be paid in installments (applicable to individuals only). Must attach signed application for the court's consideration certifying that the debtor is unable to pay fee except in installments. Rule 1006(b). See Official Form 3A. ☐ Filing Fee waiver requested (applicable to chapter 7 individuals only). Must attach signed application for the court's consideration. See Official Form 3B.	Chapter 11 Debtors Check one box: ☐ Debtor is a small business debtor as defined in 11 U.S.C. § 101(51D). ☐ Debtor is not a small business debtor as defined in 11 U.S.C. § 101(51D). Check if: ☐ Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$2,343,300 (amount subject to adjustment on 4/01/13 and every three years thereafter). Check all applicable boxes: ☐ A plan is being filed with this petition. ☐ Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).	
Statistical/Administrative Information ☒ Debtor estimates that funds will be available for distribution to unsecured creditors. ☐ Debtor estimates that, after any exempt property is excluded and administrative expenses paid, there will be no funds available for distribution to unsecured creditors.		THIS SPACE IS FOR COURT USE ONLY
Estimated Number of Creditors ☒ 1-49 ☐ 50-99 ☐ 100-199 ☐ 200-999 ☐ 1,000-5,000 ☐ 5,001-10,000 ☐ 10,001-25,000 ☐ 25,001-50,000 ☐ 50,001-100,000 ☐ OVER 100,000		
Estimated Assets ☐ \$0 to \$50,000 ☒ \$50,001 to \$100,000 ☐ \$100,001 to \$500,000 ☐ \$500,001 to \$1 million ☐ \$1,000,001 to \$10 million ☐ \$10,000,001 to \$50 million ☐ \$50,000,001 to \$100 million ☐ \$100,000,001 to \$500 million ☐ \$500,000,001 to \$1 billion ☐ More than \$1 billion		
Estimated Liabilities ☐ \$0 to \$50,000 ☒ \$50,001 to \$100,000 ☐ \$100,001 to \$500,000 ☐ \$500,001 to \$1 million ☐ \$1,000,001 to \$10 million ☐ \$10,000,001 to \$50 million ☐ \$50,000,001 to \$100 million ☐ \$100,000,001 to \$500 million ☐ \$500,000,001 to \$1 billion ☐ More than \$1 billion		

B1 (Official Form 1)(4/10)

Page 2

Voluntary Petition <i>(This page must be completed and filed in every case)</i>		Name of Debtor(s): Marks, Melissa Jean	
All Prior Bankruptcy Cases Filed Within Last 8 Years (If more than two, attach additional sheet)			
Location Where Filed: - None -	Case Number:	Date Filed:	
Location Where Filed:	Case Number:	Date Filed:	
Pending Bankruptcy Case Filed by any Spouse, Partner, or Affiliate of this Debtor (If more than one, attach additional sheet)			
Name of Debtor: - None -	Case Number:	Date Filed:	
District:	Relationship:	Judge:	
Exhibit A (To be completed if debtor is required to file periodic reports (e.g., forms 10K and 10Q) with the Securities and Exchange Commission pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 and is requesting relief under chapter 11.) ☐ Exhibit A is attached and made a part of this petition.	Exhibit B (To be completed if debtor is an individual whose debts are primarily consumer debts.) I, the attorney for the petitioner named in the foregoing petition, declare that I have informed the petitioner that [he or she] may proceed under chapter 7, 11, 12, or 13 of title 11, United States Code, and have explained the relief available under each such chapter. I further certify that I delivered to the debtor the notice required by 11 U.S.C. § 342(b). ☒ /s/ Robert R Meredith Jr Signature of Attorney for Debtor(s) Robert R Meredith Jr 6152 April 20, 2011 (Date)		
Exhibit C			
Does the debtor own or have possession of any property that poses or is alleged to pose a threat of imminent and identifiable harm to public health or safety?			
☐ Yes, and Exhibit C is attached and made a part of this petition. ☒ No.			
Exhibit D			
(To be completed by every individual debtor. If a joint petition is filed, each spouse must complete and attach a separate Exhibit D.)			
☒ Exhibit D completed and signed by the debtor is attached and made a part of this petition.			
If this is a joint petition:			
☐ Exhibit D also completed and signed by the joint debtor is attached and made a part of this petition.			
Information Regarding the Debtor - Venue (Check any applicable box)			
☒ Debtor has been domiciled or has had a residence, principal place of business, or principal assets in this District for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other District.			
☐ There is a bankruptcy case concerning debtor's affiliate, general partner, or partnership pending in this District.			
☐ Debtor is a debtor in a foreign proceeding and has its principal place of business or principal assets in the United States in this District, or has no principal place of business or assets in the United States but is a defendant in an action or proceeding [in a federal or state court] in this District, or the interests of the parties will be served in regard to the relief sought in this District.			
Certification by a Debtor Who Resides as a Tenant of Residential Property (Check all applicable boxes)			
☐ Landlord has a judgment against the debtor for possession of debtor's residence. (If box checked, complete the following.)			
_____ (Name of landlord that obtained judgment)			
_____ (Address of landlord)			
☐ Debtor claims that under applicable nonbankruptcy law, there are circumstances under which the debtor would be permitted to cure the entire monetary default that gave rise to the judgment for possession, after the judgment for possession was entered, and			
☐ Debtor has included in this petition the deposit with the court of any rent that would become due during the 30-day period after the filing of the petition.			
☐ Debtor certifies that he/she has served the Landlord with this certification. (11 U.S.C. § 362(f)).			

Voluntary Petition <i>(This page must be completed and filed in every case)</i>	Name of Debtor(s): Marks, Melissa Jean
Signatures	
Signature(s) of Debtor(s) (Individual/Joint) I declare under penalty of perjury that the information provided in this petition is true and correct. [If petitioner is an individual whose debts are primarily consumer debts and has chosen to file under chapter 7] I am aware that I may proceed under chapter 7, 11, 12, or 13 of title 11, United States Code, understand the relief available under each such chapter, and choose to proceed under chapter 7. [If no attorney represents me and no bankruptcy petition preparer signs the petition] I have obtained and read the notice required by 11 U.S.C. §342(b). I request relief in accordance with the chapter of title 11, United States Code, specified in this petition. X <u>/s/ Melissa Jean Marks</u> Signature of Debtor Melissa Jean Marks X _____ Signature of Joint Debtor _____ Telephone Number (If not represented by attorney) <u>April 20, 2011</u> Date	Signature of a Foreign Representative I declare under penalty of perjury that the information provided in this petition is true and correct, that I am the foreign representative of a debtor in a foreign proceeding, and that I am authorized to file this petition. (Check only one box.) ☐ I request relief in accordance with chapter 15 of title 11, United States Code. Certified copies of the documents required by 11 U.S.C. §1515 are attached. ☐ Pursuant to 11 U.S.C. §1511, I request relief in accordance with the chapter of title 11 specified in this petition. A certified copy of the order granting recognition of the foreign main proceeding is attached. X _____ Signature of Foreign Representative _____ Printed Name of Foreign Representative _____ Date
Signature of Attorney* X <u>/s/ Robert R Meredith Jr</u> Signature of Attorney for Debtor(s) <u>Robert R Meredith Jr 6162</u> Printed Name of Attorney for Debtor(s) <u>Meredith Law Firm, LLC</u> Firm Name <u>4000 Faber Place Drive, Suite 120</u> <u>North Charleston, SC 29405</u> _____ Address <u>Email: rm@meredithlawfirm.com</u> <u>(843) 529-9000 Fax: (843) 529-9907</u> _____ Telephone Number <u>April 20, 2011</u> Date *In a case in which § 707(b)(4)(D) applies, this signature also constitutes a certification that the attorney has no knowledge after an inquiry that the information in the schedules is incorrect.	Signature of Non-Attorney Bankruptcy Petition Preparer I declare under penalty of perjury that: (1) I am a bankruptcy petition preparer as defined in 11 U.S.C. § 110; (2) I prepared this document for compensation and have provided the debtor with a copy of this document and the notices and information required under 11 U.S.C. §§ 110(b), 110(h), and 342(b); and, (3) if rules or guidelines have been promulgated pursuant to 11 U.S.C. § 110(h) setting a maximum fee for services chargeable by bankruptcy petition preparers, I have given the debtor notice of the maximum amount before preparing any document for filing for a debtor or accepting any fee from the debtor, as required in that section. Official Form 19 is attached. _____ Printed Name and title, if any, of Bankruptcy Petition Preparer _____ Social-Security number (If the bankruptcy petition preparer is not an individual, state the Social Security number of the officer, principal, responsible person or partner of the bankruptcy petition preparer.) (Required by 11 U.S.C. § 110.) _____ Address X _____ Date _____ Signature of Bankruptcy Petition Preparer or officer, principal, responsible person, or partner whose Social Security number is provided above. Names and Social-Security numbers of all other individuals who prepared or assisted in preparing this document unless the bankruptcy petition preparer is not an individual: _____ If more than one person prepared this document, attach additional sheets conforming to the appropriate official form for each person. A bankruptcy petition preparer's failure to comply with the provisions of title 11 and the Federal Rules of Bankruptcy Procedure may result in fines or imprisonment or both 11 U.S.C. §110; 18 U.S.C. §156.
Signature of Debtor (Corporation/Partnership) I declare under penalty of perjury that the information provided in this petition is true and correct, and that I have been authorized to file this petition on behalf of the debtor. The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition. X _____ Signature of Authorized Individual _____ Printed Name of Authorized Individual _____ Title of Authorized Individual _____ Date	

B ID (Official Form 1, Exhibit D) (12/09)

United States Bankruptcy Court
District of South Carolina

In re Melissa Jean Marks

Debtor(s)

Case No.
Chapter

13

**EXHIBIT D - INDIVIDUAL DEBTOR'S STATEMENT OF COMPLIANCE WITH
CREDIT COUNSELING REQUIREMENT**

Warning: You must be able to check truthfully one of the five statements regarding credit counseling listed below. If you cannot do so, you are not eligible to file a bankruptcy case, and the court can dismiss any case you do file. If that happens, you will lose whatever filing fee you paid, and your creditors will be able to resume collection activities against you. If your case is dismissed and you file another bankruptcy case later, you may be required to pay a second filing fee and you may have to take extra steps to stop creditors' collection activities.

Every individual debtor must file this Exhibit D. If a joint petition is filed, each spouse must complete and file a separate Exhibit D. Check one of the five statements below and attach any documents as directed.

☒ 1. Within the 180 days before the filing of my bankruptcy case, I received a briefing from a credit counseling agency approved by the United States trustee or bankruptcy administrator that outlined the opportunities for available credit counseling and assisted me in performing a related budget analysis, and I have a certificate from the agency describing the services provided to me. *Attach a copy of the certificate and a copy of any debt repayment plan developed through the agency.*

☐ 2. Within the 180 days before the filing of my bankruptcy case, I received a briefing from a credit counseling agency approved by the United States trustee or bankruptcy administrator that outlined the opportunities for available credit counseling and assisted me in performing a related budget analysis, but I do not have a certificate from the agency describing the services provided to me. *You must file a copy of a certificate from the agency describing the services provided to you and a copy of any debt repayment plan developed through the agency no later than 14 days after your bankruptcy case is filed.*

☐ 3. I certify that I requested credit counseling services from an approved agency but was unable to obtain the services during the seven days from the time I made my request, and the following exigent circumstances merit a temporary waiver of the credit counseling requirement so I can file my bankruptcy case now. *[Summarize exigent circumstances here.]* _____

If your certification is satisfactory to the court, you must still obtain the credit counseling briefing within the first 30 days after you file your bankruptcy petition and promptly file a certificate from the agency that provided the counseling, together with a copy of any debt management plan developed through the agency. Failure to fulfill these requirements may result in dismissal of your case. Any extension of the 30-day deadline can be granted only for cause and is limited to a maximum of 15 days. Your case may also be dismissed if the court is not satisfied with your reasons for filing your bankruptcy case without first receiving a credit counseling briefing.

☐ 4. I am not required to receive a credit counseling briefing because of: *[Check the applicable statement.] [Must be accompanied by a motion for determination by the court.]*

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Best Case Bankruptcy

B 1D (Official Form 1, Exhibit D) (12/09) - Cont.

Page 2

☐ Incapacity. (Defined in 11 U.S.C. § 109(h)(4) as impaired by reason of mental illness or mental deficiency so as to be incapable of realizing and making rational decisions with respect to financial responsibilities.);

☐ Disability. (Defined in 11 U.S.C. § 109(h)(4) as physically impaired to the extent of being unable, after reasonable effort, to participate in a credit counseling briefing in person, by telephone, or through the Internet.);

☐ Active military duty in a military combat zone.

☐ 5. The United States trustee or bankruptcy administrator has determined that the credit counseling requirement of 11 U.S.C. § 109(h) does not apply in this district.

I certify under penalty of perjury that the information provided above is true and correct.

Signature of Debtor: /s/ Melissa Jean Marks
Melissa Jean Marks

Date: April 20, 2011

B6 Summary (Official Form 6 - Summary) (12/07)

United States Bankruptcy Court
District of South Carolina

In re Melissa Joan Marks

Debtor

Case No. _____

Chapter 13

SUMMARY OF SCHEDULES

Indicate as to each schedule whether that schedule is attached and state the number of pages in each. Report the totals from Schedules A, B, D, E, F, I, and J in the boxes provided. Add the amounts from Schedules A and B to determine the total amount of the debtor's assets. Add the amounts of all claims from Schedules D, E, and F to determine the total amount of the debtor's liabilities. Individual debtors must also complete the "Statistical Summary of Certain Liabilities and Related Data" if they file a case under chapter 7, 11, or 13.

NAME OF SCHEDULE	ATTACHED (YES/NO)	NO. OF SHEETS	ASSETS	LIABILITIES	OTHER
A - Real Property	Yes	1	80,000.00		
B - Personal Property	Yes	4	16,093.53		
C - Property Claimed as Exempt	Yes	3			
D - Creditors Holding Secured Claims	Yes	1		73,017.00	
E - Creditors Holding Unsecured Priority Claims (Total of Claims on Schedule E)	Yes	2		2,686.00	
F - Creditors Holding Unsecured Nonpriority Claims	Yes	3		38,770.10	
G - Executory Contracts and Unexpired Leases	Yes	1			
H - Codebtors	Yes	1			
I - Current Income of Individual Debtor(s)	Yes	1			2,783.06
J - Current Expenditures of Individual Debtor(s)	Yes	2			2,577.87
Total Number of Sheets of ALL Schedules		19			
Total Assets			96,093.53		
Total Liabilities				114,473.10	

**United States Bankruptcy Court
District of South Carolina**

In re **Melissa Jean Marks**

Debtor

Case No. _____

Chapter **13**

STATISTICAL SUMMARY OF CERTAIN LIABILITIES AND RELATED DATA (28 U.S.C. § 159)

If you are an individual debtor whose debts are primarily consumer debts, as defined in § 101(8) of the Bankruptcy Code (11 U.S.C. § 101(8)), filing a case under chapter 7, 11 or 13, you must report all information requested below.

☐ Check this box if you are an individual debtor whose debts are NOT primarily consumer debts. You are not required to report any information here.

This information is for statistical purposes only under 28 U.S.C. § 159.

Summarize the following types of liabilities, as reported in the Schedules, and total them.

Type of Liability	Amount
Domestic Support Obligations (from Schedule E)	0.00
Taxes and Certain Other Debts Owed to Governmental Units (from Schedule E)	2,686.00
Claims for Death or Personal Injury While Debtor Was Intoxicated (from Schedule E) (whether disputed or undisputed)	0.00
Student Loan Obligations (from Schedule F)	0.00
Domestic Support, Separation Agreement, and Divorce Decree Obligations Not Reported on Schedule E	0.00
Obligations to Pension or Profit-Sharing, and Other Similar Obligations (from Schedule F)	0.00
TOTAL	2,686.00

State the following:

Average Income (from Schedule I, Line 16)	2,783.06
Average Expenses (from Schedule J, Line 18)	2,577.87
Current Monthly Income (from Form 22A Line 12; OR, Form 22B Line 11; OR, Form 22C Line 20)	3,977.02

State the following:

1. Total from Schedule D, "UNSECURED PORTION, IF ANY" column		0.00
2. Total from Schedule E, "AMOUNT ENTITLED TO PRIORITY" column	2,686.00	
3. Total from Schedule E, "AMOUNT NOT ENTITLED TO PRIORITY, IF ANY" column		0.00
4. Total from Schedule F		38,770.10
5. Total of non-priority unsecured debt (sum of 1, 3, and 4)		38,770.10

B6A (Official Form 6A) (12/07)

In re Melissa Jean Marks

Case No. _____

Debtor

SCHEDULE A - REAL PROPERTY

Except as directed below, list all real property in which the debtor has any legal, equitable, or future interest, including all property owned as a cotenant, community property, or in which the debtor has a life estate. Include any property in which the debtor holds rights and powers exercisable for the debtor's own benefit. If the debtor is married, state whether husband, wife, both, or the marital community own the property by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the debtor holds no interest in real property, write "None" under "Description and Location of Property."

Do not include interests in executory contracts and unexpired leases on this schedule. List them in Schedule G - Executory Contracts and Unexpired Leases.

If an entity claims to have a lien or hold a secured interest in any property, state the amount of the secured claim. See Schedule D. If no entity claims to hold a secured interest in the property, write "None" in the column labeled "Amount of Secured Claim." If the debtor is an individual or if a joint petition is filed, state the amount of any exemption claimed in the property only in Schedule C - Property Claimed as Exempt.

Description and Location of Property	Nature of Debtor's Interest in Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption	Amount of Secured Claim
Detitle Mobile Home and Lot located at 209 Presidential Court Round O, SC 29474	Fee Owner	-	80,000.00	73,017.00

Pin #168-00-00-147.00
(The debtor purchased this home for \$80,000 in 2007. The debtor is informed and believes if she were to sell this property she could receive approximately \$80,000, based on the current housing market.)
Tax Assessment Value \$79,300

Sub-Total > 80,000.00 (Total of this page)

Total > 80,000.00

(Report also on Summary of Schedules)

0 continuation sheets attached to the Schedule of Real Property

B6B (Official Form 6B) (12/07)

In re Melissa Jean Marks

Case No. _____

Debtor

SCHEDULE B - PERSONAL PROPERTY

Except as directed below, list all personal property of the debtor of whatever kind. If the debtor has no property in one or more of the categories, place an "x" in the appropriate position in the column labeled "None." If additional space is needed in any category, attach a separate sheet properly identified with the case name, case number, and the number of the category. If the debtor is married, state whether husband, wife, both, or the marital community own the property by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the debtor is an individual or a joint petition is filed, state the amount of any exemptions claimed only in Schedule C - Property Claimed as Exempt.

Do not list interests in executory contracts and unexpired leases on this schedule. List them in Schedule G - Executory Contracts and Unexpired Leases.

If the property is being held for the debtor by someone else, state that person's name and address under "Description and Location of Property." If the property is being held for a minor child, simply state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
1. Cash on hand		Cash	-	1,000.00
2. Checking, savings or other financial accounts, certificates of deposit, or shares in banks, savings and loan, thrift, building and loan, and homestead associations, or credit unions, brokerage houses, or cooperatives.		Navy Federal Credit Union Checking Acct #7716	-	1,162.08
		Navy Federal Credit Union Savings Acct #7103	-	40.37
		ING Savings Acct #5317	-	31.02
		Wachovia Checking Acct #0753	-	33.39
3. Security deposits with public utilities, telephone companies, landlords, and others.	X			
4. Household goods and furnishings, including audio, video, and computer equipment.		Personal Items Kitchenware Stove Refrigerator Freezer Washing Machine Dryer Living Room Furniture Den Furniture Bedroom Furniture Dining Room Furniture Lawn Furniture Televisions(3) Stereo Radio Musical Instrument Lawn Mower Yard Tools Computer Work Tools	-	3,870.00

Sub-Total > 6,126.86
(Total of this page)

3 continuation sheets attached to the Schedule of Personal Property

DGB (Official Form 6B) (12/07) - Cont.

In re Melissa Jean Marks

Case No. _____

Debtor

SCHEDULE B - PERSONAL PROPERTY
(Continuation Sheet)

Type of Property	NONE	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
5. Books, pictures and other art objects, antiques, stamp, coin, record, tape, compact disc, and other collections or collectibles.		Books	-	150.00
		Household prints	-	50.00
		Knick knock figurines	-	200.00
		Compact Disks	-	200.00
6. Wearing apparel.		Clothing	-	800.00
7. Furs and jewelry.		Rings	-	300.00
		Necklaces		
		Earrings		
8. Firearms and sports, photographic, and other hobby equipment.		Treadmill	-	150.00
		Free weights	-	25.00
		Digital camera	-	50.00
		Glock	-	300.00
		.22 rifle	-	250.00
9. Interests in insurance policies. Name insurance company of each policy and itemize surrender or refund value of each.		Term life insurance (2)	-	2.00
10. Annuities. Itemize and name each issuer.	X			
11. Interests in an education IRA as defined in 26 U.S.C. § 530(b)(1) or under a qualified State tuition plan as defined in 26 U.S.C. § 529(b)(1). Give particulars. (File separately the record(s) of any such interest(s). 11 U.S.C. § 521(c).)	X			
12. Interests in IRA, ERISA, Keogh, or other pension or profit sharing plans. Give particulars.		401(k)	-	4,789.67
13. Stock and interests in incorporated and unincorporated businesses. Itemize.	X			

Sub-Total > **7,266.67**
(Total of this page)

Sheet 1 of 3 continuation sheets attached to the Schedule of Personal Property

B6B (Official Form 6B) (12/07) - Cont.

In re Melissa Jean Marks

Case No. _____

Debtor

SCHEDULE B - PERSONAL PROPERTY

(Continuation Sheet)

Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
14. Interests in partnerships or joint ventures. Itemize.	X			
15. Government and corporate bonds and other negotiable and nonnegotiable instruments.	X			
16. Accounts receivable.	X			
17. Alimony, maintenance, support, and property settlements to which the debtor is or may be entitled. Give particulars.	X			
18. Other liquidated debts owed to debtor including tax refunds. Give particulars.		2010 taxes filed and refund received in the amount of \$1,418.00 for federal, and \$500.00 for state. The debtor used the refund to pay attorney's fees and household expenses.	-	0.00
19. Equitable or future interests, life estates, and rights or powers exercisable for the benefit of the debtor other than those listed in Schedule A - Real Property.	X			
20. Contingent and noncontingent interests in estate of a decedent, death benefit plan, life insurance policy, or trust.	X			
21. Other contingent and unliquidated claims of every nature, including tax refunds, counterclaims of the debtor, and rights to setoff claims. Give estimated value of each.	X			
22. Patents, copyrights, and other intellectual property. Give particulars.	X			
23. Licenses, franchises, and other general intangibles. Give particulars.	X			

Sub-Total > 0.00
(Total of this page)

Sheet 2 of 3 continuation sheets attached to the Schedule of Personal Property

B6B (Official Form 6B) (12/07) - Cont.

In re Melissa Jean Marks

Case No. _____

Debtor

SCHEDULE B - PERSONAL PROPERTY
(Continuation Sheet)

Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
24. Customer lists or other compilations containing personally identifiable information (as defined in 11 U.S.C. § 101(41A)) provided to the debtor by individuals in connection with obtaining a product or service from the debtor primarily for personal, family, or household purposes.	X			
25. Automobiles, trucks, trailers, and other vehicles and accessories.		2002 Chevrolet Cavalier VIN 1G1JC524927370438 Mileage 154,945 (No lien)	-	1,725.00
		1994 Mercury Cougar VIN 1MELM6246RH608610 Mileage 200,000 (No lien)	-	625.00
		Open Utility Trailer 4'x3.4'	-	100.00
26. Boats, motors, and accessories.	X			
27. Aircraft and accessories.	X			
28. Office equipment, furnishings, and supplies.		Desk Bookshelf Chair	-	200.00
29. Machinery, fixtures, equipment, and supplies used in business.	X			
30. Inventory.	X			
31. Animals.		Cats (2).	-	60.00
32. Crops - growing or harvested. Give particulars.	X			
33. Farming equipment and implements.	X			
34. Farm supplies, chemicals, and feed.	X			
35. Other personal property of any kind not already listed. Itemize.	X			

Sub-Total > 2,700.00
(Total of this page)
Total > 16,093.53

Sheet 3 of 3 continuation sheets attached to the Schedule of Personal Property

(Report also on Summary of Schedules)

B6C (Official Form 6C) (4/10)

In re Melissa Jean Marks

Case No. _____

Debtor

SCHEDULE C - PROPERTY CLAIMED AS EXEMPT

Debtor claims the exemptions to which debtor is entitled under:
(Check one box)

☐ Check if debtor claims a homestead exemption that exceeds \$146,450. (Amount subject to adjustment on 4/1/13, and every three years thereafter with respect to cases commenced on or after the date of adjustment.)

- ☐ 11 U.S.C. §522(b)(2)
☒ 11 U.S.C. §522(b)(3)

Description of Property	Specify Law Providing Each Exemption	Value of Claimed Exemption	Current Value of Property Without Deducting Exemption
Real Property			
Detitle Mobile Home and Lot located at 209 Presidential Court Round O, SC 29474	S.C. Code Ann. § 15-41-30(A)(1)	45,000.00	80,000.00
Pin #168-00-00-147.00 (The debtor purchased this home for \$80,000 in 2007. The debtor is informed and believes if she were to sell this property she could receive approximately \$80,000, based on the current housing market.) Tax Assessment Value \$79,300			
Cash on Hand			
Cash	S.C. Code Ann. § 15-41-30(A)(7) Unused portion of homestead exemption	1,000.00	1,000.00
Checking, Savings, or Other Financial Accounts, Certificates of Deposit			
Navy Federal Credit Union Checking Acct #7715	S.C. Code Ann. § 15-41-30(A)(7) Unused portion of homestead exemption	1,152.08	1,152.08
Navy Federal Credit Union Savings Acct #7103	S.C. Code Ann. § 15-41-30(A)(7) Unused portion of homestead exemption	40.37	40.37
ING Savings Acct #5317	S.C. Code Ann. § 15-41-30(A)(7) Unused portion of homestead exemption	31.02	31.02
Wachovia Checking Acct #0763	S.C. Code Ann. § 15-41-30(A)(7) Unused portion of homestead exemption	33.39	33.39

2 continuation sheets attached to Schedule of Property Claimed as Exempt

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B6C (Official Form 6C) (4/10) - Cont.

In re Melissa Jean Marks

Case No. _____

Debtor

SCHEDULE C - PROPERTY CLAIMED AS EXEMPT
(Continuation Sheet)

Description of Property	Specify Law Providing Each Exemption	Value of Claimed Exemption	Current Value of Property Without Deducting Exemption
<u>Household Goods and Furnishings</u>			
Personal Items	S.C. Code Ann. § 15-41-30(A)(3)	3,870.00	3,870.00
Kitchenware			
Stove			
Refrigerator			
Freezer			
Washing Machine			
Dryer			
Living Room Furniture			
Den Furniture			
Bedroom Furniture			
Dining Room Furniture			
Lawn Furniture			
Televisions(3)			
Stereo			
Radio			
Musical Instrument			
Lawn Mower			
Yard Tools			
Computer			
Work Tools			
<u>Books, Pictures and Other Art Objects; Collectibles</u>			
Books	S.C. Code Ann. § 15-41-30(A)(3)	150.00	150.00
Household prints	S.C. Code Ann. § 15-41-30(A)(3)	50.00	50.00
Knick knock figurines	S.C. Code Ann. § 15-41-30(A)(3)	200.00	200.00
Compact Disks	S.C. Code Ann. § 15-41-30(A)(7) Unused portion of homestead exemption	200.00	200.00
<u>Wearing Apparel</u>			
Clothing	S.C. Code Ann. § 15-41-30(A)(7) Unused portion of jewelry exemption	750.00	800.00
	S.C. Code Ann. § 15-41-30(A)(7) Unused portion of homestead exemption	50.00	
<u>Furs and Jewelry</u>			
Rings	S.C. Code Ann. § 15-41-30(A)(4)	300.00	300.00
Necklaces			
Earrings			
<u>Firearms and Sports, Photographic and Other Hobby Equipment</u>			
Treadmill	S.C. Code Ann. § 15-41-30(A)(7) Unused portion of homestead exemption	150.00	150.00
Free weights	S.C. Code Ann. § 15-41-30(A)(7) Unused portion of homestead exemption	25.00	25.00

Sheet 1 of 2 continuation sheets attached to the Schedule of Property Claimed as Exempt

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Best Case Bankruptcy

B6C (Official Form 6C) (4/10) - Cont.

In re Melissa Jean Marks

Case No. _____

Debtor

SCHEDULE C - PROPERTY CLAIMED AS EXEMPT
(Continuation Sheet)

Description of Property	Specify Law Providing Each Exemption	Value of Claimed Exemption	Current Value of Property Without Deducting Exemption
Digital camera	S.C. Code Ann. § 15-41-30(A)(7) Unused portion of homestead exemption	50.00	50.00
Glock	S.C. Code Ann. § 15-41-30(A)(7) Unused portion of homestead exemption	300.00	300.00
.22 rifle	S.C. Code Ann. § 15-41-30(A)(7) Unused portion of homestead exemption	250.00	250.00
<u>Interests in Insurance Policies</u> Term life Insurance (2)	S.C. Code Ann. § 15-41-30(A)(8)	2.00	2.00
<u>Interests in IRA, ERISA, Keogh, or Other Pension or Profit Sharing Plans</u> 401(k)	S.C. Code Ann. § 9-1-1680	4,789.67	4,789.67
<u>Automobiles, Trucks, Trailers, and Other Vehicles</u> 2002 Chevrolet Cavalier VIN 1G1JC524927370438 Mileage 154,945 (No lien)	S.C. Code Ann. § 15-41-30(A)(2)	5,350.00	1,725.00
1994 Mercury Cougar VIN 1MELM5246RH608610 Mileage 200,000 (No lien)	S.C. Code Ann. § 15-41-30(A)(7) Unused portion of homestead exemption	950.00	625.00
Open Utility Trailer 4'x3.4'	S.C. Code Ann. § 15-41-30(A)(7) Unused portion of homestead exemption	100.00	100.00
<u>Office Equipment, Furnishings and Supplies</u> Desk Bookshelf Chair	S.C. Code Ann. § 15-41-30(A)(7) Unused portion of homestead exemption	200.00	200.00
<u>Animals</u> Cats (2)	S.C. Code Ann. § 15-41-30(A)(7) Unused portion of homestead exemption	50.00	50.00

Total: 65,043.53 98,093.53

Sheet 2 of 2 continuation sheets attached to the Schedule of Property Claimed as Exempt

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Best Case Bankruptcy

B6D (Official Form 6D) (12/07)

In re **Melissa Jean Marks**

Case No. _____

Debtor

SCHEDULE D - CREDITORS HOLDING SECURED CLAIMS

State the name, mailing address, including zip code, and last four digits of any account number of all entities holding claims secured by property of the debtor as of the date of filing of the petition. The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. List creditors holding all types of secured interests such as judgment liens, garnishments, statutory liens, mortgages, deeds of trust, and other security interests.

List creditors in alphabetical order to the extent practicable. If a minor child is a creditor, the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m). If all secured creditors will not fit on this page, use the continuation sheet provided.

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor", include the entity on the appropriate schedule of creditors, and complete Schedule H - Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H", "W", "J", or "C" in the column labeled "Husband, Wife, Joint, or Community".

If the claim is contingent, place an "X" in the column labeled "Contingent". If the claim is unliquidated, place an "X" in the column labeled "Unliquidated". If the claim is disputed, place an "X" in the column labeled "Disputed". (You may need to place an "X" in more than one of these three columns.)

Total the columns labeled "Amount of Claim Without Deducting Value of Collateral" and "Unsecured Portion, if Any" in the boxes labeled "Total(s)" on the last sheet of the completed schedule. Report the total from the column labeled "Amount of Claim" also on the Summary of Schedules and, if the debtor is an individual with primarily consumer debts, report the total from the column labeled "Unsecured Portion" on the Statistical Summary of Certain Liabilities and Related Data.

☐ Check this box if debtor has no creditors holding secured claims to report on this Schedule D.

CREDITOR'S NAME AND MAILING ADDRESS INCLUDING ZIP CODE AND ACCOUNT NUMBER (See instructions above.)	CODEBTOR H W J C	Husband, Wife, Joint, or Community	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM WITHOUT DEDUCTING VALUE OF COLLATERAL	UNSECURED PORTION, IF ANY
		DATE CLAIM WAS INCURRED, NATURE OF LIEN, AND DESCRIPTION AND VALUE OF PROPERTY SUBJECT TO LIEN					
Account No. 6959							
Nationstar Mortgage LLC 360 Highland Dr Lewisville, TX 75067		10/05/07 Mortgage Debt to Mobile Home and Lot located at 209 Presidential Court - Round O, SC 29474 (current)					
		Value \$ 80,000.00				73,017.00	0.00
Account No.							
		Value \$					
Account No.							
		Value \$					
Account No.							
		Value \$					
Subtotal (Total of this page)						73,017.00	0.00
Total (Report on Summary of Schedules)						73,017.00	0.00

0 continuation sheets attached

In re **Melissa Jean Marks**

Case No. _____

Debtor

SCHEDULE E - CREDITORS HOLDING UNSECURED PRIORITY CLAIMS

A complete list of claims entitled to priority, listed separately by type of priority, is to be set forth on the sheets provided. Only holders of unsecured claims entitled to priority should be listed in this schedule. In the boxes provided on the attached sheets, state the name, mailing address, including zip code, and last four digits of the account number, if any, of all entities holding priority claims against the debtor or the property of the debtor, as of the date of the filing of the petition. Use a separate continuation sheet for each type of priority and label each with the type of priority.

The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. If a minor child is a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. § 112 and Fed. R. Bankr. P. 1007(m).

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor," include the entity on the appropriate schedule of creditors, and complete Schedule H-Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the claim is contingent, place an "X" in the column labeled "Contingent." If the claim is unliquidated, place an "X" in the column labeled "Unliquidated." If the claim is disputed, place an "X" in the column labeled "Disputed." (You may need to place an "X" in more than one of these three columns.)

Report the total of claims listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all claims listed on this Schedule E in the box labeled "Total" on the last sheet of the completed schedule. Report this total also on the Summary of Schedules.

Report the total of amounts entitled to priority listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all amounts entitled to priority listed on this Schedule E in the box labeled "Totals" on the last sheet of the completed schedule. Individual debtors with primarily consumer debts report this total also on the Statistical Summary of Certain Liabilities and Related Data.

Report the total of amounts not entitled to priority listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all amounts not entitled to priority listed on this Schedule E in the box labeled "Totals" on the last sheet of the completed schedule. Individual debtors with primarily consumer debts report this total also on the Statistical Summary of Certain Liabilities and Related Data.

☐ Check this box if debtor has no creditors holding unsecured priority claims to report on this Schedule E.

TYPES OF PRIORITY CLAIMS (Check the appropriate box(es) below if claims in that category are listed on the attached sheets)

☐ Domestic support obligations

Claims for domestic support that are owed to or recoverable by a spouse, former spouse, or child of the debtor, or the parent, legal guardian, or responsible relative of such a child, or a governmental unit to whom such a domestic support claim has been assigned to the extent provided in 11 U.S.C. § 507(a)(1).

☐ Extensions of credit in an involuntary case

Claims arising in the ordinary course of the debtor's business or financial affairs after the commencement of the case but before the earlier of the appointment of a trustee or the order for relief. 11 U.S.C. § 507(a)(3).

☐ Wages, salaries, and commissions

Wages, salaries, and commissions, including vacation, severance, and sick leave pay owing to employees and commissions owing to qualifying independent sales representatives up to \$11,725* per person earned within 180 days immediately preceding the filing of the original petition, or the cessation of business, whichever occurred first, to the extent provided in 11 U.S.C. § 507(a)(4).

☐ Contributions to employee benefit plans

Money owed to employee benefit plans for services rendered within 180 days immediately preceding the filing of the original petition, or the cessation of business, whichever occurred first, to the extent provided in 11 U.S.C. § 507(a)(5).

☐ Certain farmers and fishermen

Claims of certain farmers and fishermen, up to \$5,775* per farmer or fisherman, against the debtor, as provided in 11 U.S.C. § 507(a)(6).

☐ Deposits by individuals

Claims of individuals up to \$2,600* for deposits for the purchase, lease, or rental of property or services for personal, family, or household use, that were not delivered or provided. 11 U.S.C. § 507(a)(7).

☒ Taxes and certain other debts owed to governmental units

Taxes, customs duties, and penalties owing to federal, state, and local governmental units as set forth in 11 U.S.C. § 507(a)(8).

☐ Commitments to maintain the capital of an insured depository institution

Claims based on commitments to the FDIC, RTC, Director of the Office of Thrift Supervision, Comptroller of the Currency, or Board of Governors of the Federal Reserve System, or their predecessors or successors, to maintain the capital of an insured depository institution. 11 U.S.C. § 507(a)(9).

☐ Claims for death or personal injury while debtor was intoxicated

Claims for death or personal injury resulting from the operation of a motor vehicle or vessel while the debtor was intoxicated from using alcohol, a drug, or another substance. 11 U.S.C. § 507(a)(10).

* Amount subject to adjustment on 4/6/13, and every three years thereafter with respect to cases commenced on or after the date of adjustment.

1 continuation sheets attached

B6E (Official Form 6E) (4/10) - Cont.

In re Melissa Jean Marks

Case No. _____

Debtor

SCHEDULE E - CREDITORS HOLDING UNSECURED PRIORITY CLAIMS
(Continuation Sheet)

Taxes and Certain Other Debts
Owed to Governmental Units

TYPE OF PRIORITY

CREDITOR'S NAME, AND MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions.)	C O D E D E B T O R	H U S B A N D , W I F E , J O I N T , O R C O M M U N I T Y	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM	AMOUNT NOT ENTITLED TO PRIORITY, IF ANY
								AMOUNT ENTITLED TO PRIORITY
Account No.								
Meredith Law Firm, LLC 4000 Faber Place Drive Suite 120 North Charleston, SC 29405							2,686.00	0.00
								2,686.00
Account No.								
Account No.								
Account No.								
Account No.								
Subtotal								0.00
(Total of this page)							2,686.00	2,686.00
Total								0.00
(Report on Summary of Schedules)							2,686.00	2,686.00

Sheet 1 of 1 continuation sheets attached to
Schedule of Creditors Holding Unsecured Priority Claims

B5F (Official Form 67) (12/07)

In re **Melissa Jean Marks**

Case No. _____

Debtor

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS

State the name, mailing address, including zip code, and last four digits of any account number, of all entities holding unsecured claims without priority against the debtor or the property of the debtor, as of the date of filing of the petition. The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. If a minor child is a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m). Do not include claims listed in Schedules D and E. If all creditors will not fit on this page, use the continuation sheet provided.

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor," include the entity on the appropriate schedule of creditors, and complete Schedule H - Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community."

If the claim is contingent, place an "X" in the column labeled "Contingent." If the claim is unliquidated, place an "X" in the column labeled "Unliquidated." If the claim is disputed, place an "X" in the column labeled "Disputed." (You may need to place an "X" in more than one of these three columns.)

Report the total of all claims listed on this schedule in the box labeled "Total" on the last sheet of the completed schedule. Report this total also on the Summary of Schedules and, if the debtor is an individual with primarily consumer debts, report this total also on the Statistical Summary of Certain Liabilities and Related Data.

☐ Check this box if debtor has no creditors holding unsecured claims to report on this Schedule F.

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B T O R	H U S B A N D W I F E J O I N T C O D E B T O R	H U S B A N D W I F E J O I N T C O D E B T O R	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
Account No. 8054 Bank Of America Po Box 17054 Wilmington, DE 19850				8/20/07				21,662.00
Account No. 8210 Cit Po Box 6241 Sioux Falls, SD 57117				10/31/05				6,443.83
Account No. Colleton County Treasurer PO Box 8 Walterboro, SC 29488				Notice Only				0.00
Account No. 4011 GE Money Bank/Sam's Club PO Box 981064 El Paso, TX 79998			X J					3,077.23
Subtotal (Total of this page)								31,183.06

2 continuation sheets attached

B6F (Official Form 6F) (12/07) - Cont.

In re Melissa Jean Marks

Case No. _____

Debtor

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS
(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E D E B T O R	H U S B A N D , W I F E , J O I N T , O R C O M M U N I T Y	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.	C O N T I N G E N T	U N D I S P U T E D	A M O U N T O F C L A I M
Account No.			Notice Only			
Internal Revenue Service 1835 Assembly St. MDP 03 Columbia, SC 29201						0.00
Account No. 0049			11/16/10			
Medical Data Systems Inc 128 W Center Ave Fl 2 Sebring, FL 33870						761.00
Account No. 1391						
Roper Hospital PO Box 62889 North Charleston, SC 29419						112.80
Account No.			Notice Only			
SC Department of Revenue PO Box 12265 Columbia, SC 29211						0.00
Account No. 5699			2/02/06 The debtor understands these student loan debts are not subject to discharge.			
Sc Student Loan Corp Po Box 21487 Columbia, SC 29221						3,781.65
Subtotal (Total of this page)						4,655.45

Sheet no. 1 of 2 sheets attached to Schedule of
Creditors Holding Unsecured Nonpriority Claims

Subtotal
(Total of this page)

4,655.45

B6F (Official Form 6F) (12/07) - Cont.

In re Melissa Jean Marks

Case No. _____

Debtor

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS
(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E D E B T O R	H W J C	Husband, Wife, Joint, or Community	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
Account No. 5799 Sc Student Loan Corp Po Box 21487 Columbia, SC 29221				2/02/06 The debtor understands these student loan debts are not subject to discharge. Educational				1,363.77
Account No. Security Collection Agency 617 Soundside Road Edenton, NC 27932								224.80
Account No. 7495 Shell/Citi Po Box 6497 Sioux Falls, SD 57117				8/24/00				466.91
Account No. 8129 Thd/CBSD PO Box 6497 Sioux Falls, SD 57117				1/26/2002				693.61
Account No. 7572 Wfnnb/Metro Style 220 W Schrock Rd Westerville, OH 43081				5/28/97				182.50
Sheet no. <u>2</u> of <u>2</u> sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims								Subtotal (Total of this page) 2,931.69
(Report on Summary of Schedules)								Total 38,770.10

B6G (Official Form 6G) (12/07)

In re Melissa Jean Marks

Debtor

Case No. _____

SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES

Describe all executory contracts of any nature and all unexpired leases of real or personal property. Include any timeshare interests. State nature of debtor's interest in contract, i.e., "Purchaser", "Agent", etc. State whether debtor is the lessor or lessee of a lease. Provide the names and complete mailing addresses of all other parties to each lease or contract described. If a minor child is a party to one of the leases or contracts, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

☒ Check this box if debtor has no executory contracts or unexpired leases.

Name and Mailing Address, Including Zip Code,
of Other Parties to Lease or Contract

Description of Contract or Lease and Nature of Debtor's Interest.
State whether lease is for nonresidential real property.
State contract number of any government contract.

0

continuation sheets attached to Schedule of Executory Contracts and Unexpired Leases

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Best Case Bankruptcy

BGM (Official Form 6H) (12/07)

In re Melissa Jean Marks

Case No. _____

Debtor

SCHEDULE H - CODEBTORS

Provide the information requested concerning any person or entity, other than a spouse in a joint case, that is also liable on any debts listed by debtor in the schedules of creditors. Include all guarantors and co-signers. If the debtor resides or resided in a community property state, commonwealth, or territory (including Alaska, Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Puerto Rico, Texas, Washington, or Wisconsin) within the eight year period immediately preceding the commencement of the case, identify the name of the debtor's spouse and of any former spouse who resides or resided with the debtor in the community property state, commonwealth, or territory. Include all names used by the nondebtor spouse during the eight years immediately preceding the commencement of this case. If a minor child is a codebtor or a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

☐ Check this box if debtor has no codebtors.

NAME AND ADDRESS OF CODEBTOR	NAME AND ADDRESS OF CREDITOR
Gerald Grenier 209 Presidential Court Round O, SC 29474	GE Money Bank/Sam's Club PO Box 981064 El Paso, TX 79998

0

continuation sheets attached to Schedule of Codebtors

In re Melissa Jean Marks

Debtor(s)

Case No. _____

SCHEDULE I - CURRENT INCOME OF INDIVIDUAL DEBTOR(S)

The column labeled "Spouse" must be completed in all cases filed by joint debtors and by every married debtor, whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed. Do not state the name of any minor child. The average monthly income calculated on this form may differ from the current monthly income calculated on Form 22A, 22B, or 22C.

Debtor's Marital Status:	DEPENDENTS OF DEBTOR AND SPOUSE	
Single	RELATIONSHIP(S) Live in boyfriend	AGE(S):
Employment:	DEBTOR	SPOUSE
Occupation	Paralegal	N/A
Name of Employer	Motley Rice, LLC	Disabled
How long employed	10 years	
Address of Employer	28 Bridgeside Blvd. Mount Pleasant, SC 29465	

INCOME: (Estimate of average or projected monthly income at time case filed)

	DEBTOR	SPOUSE
1. Monthly gross wages, salary, and commissions (Prorate if not paid monthly)	\$ 3,767.00	\$ 0.00
2. Estimate monthly overtime	\$ 0.00	\$ 0.00
3. SUBTOTAL	\$ 3,767.00	\$ 0.00
4. LESS PAYROLL DEDUCTIONS		
a. Payroll taxes and social security	\$ 804.84	\$ 0.00
b. Insurance	\$ 169.10	\$ 0.00
c. Union dues	\$ 0.00	\$ 0.00
d. Other (Specify): _____	\$ 0.00	\$ 0.00
5. SUBTOTAL OF PAYROLL DEDUCTIONS	\$ 973.94	\$ 0.00
6. TOTAL NET MONTHLY TAKE HOME PAY	\$ 2,783.06	\$ 0.00
7. Regular income from operation of business or profession or farm (Attach detailed statement)	\$ 0.00	\$ 0.00
8. Income from real property	\$ 0.00	\$ 0.00
9. Interest and dividends	\$ 0.00	\$ 0.00
10. Alimony, maintenance or support payments payable to the debtor for the debtor's use or that of dependents listed above	\$ 0.00	\$ 0.00
11. Social security or government assistance (Specify): _____	\$ 0.00	\$ 0.00
12. Pension or retirement income	\$ 0.00	\$ 0.00
13. Other monthly income (Specify): _____	\$ 0.00	\$ 0.00
14. SUBTOTAL OF LINES 7 THROUGH 13	\$ 0.00	\$ 0.00
15. AVERAGE MONTHLY INCOME (Add amounts shown on lines 6 and 14)	\$ 2,783.06	\$ 0.00
16. COMBINED AVERAGE MONTHLY INCOME: (Combine column totals from line 15)	\$ 2,783.06	

(Report also on Summary of Schedules and, if applicable, on Statistical Summary of Certain Liabilities and Related Data)

17. Describe any increase or decrease in income reasonably anticipated to occur within the year following the filing of this document:

The debtor does not anticipate an increase or decrease in her income of 10% or more at this time.

The debtor lives with her boyfriend of ten years, Gerald Grenier, who is disabled from a previous work incident and currently receives no income. He stopped receiving worker's compensation in 2007 and is unable to find employment in his current condition. The debtor is paying expenses for both herself and her boyfriend.

The debtor receives a yearly fluctuating merit bonus. The average yearly bonus she receives is \$3000, in December 2010, the yearly bonus was \$5000, because the debtor's boss made partner at the law firm.

In re Melissa Jean Marks

Debtor(s)

Case No. _____

SCHEDULE J - CURRENT EXPENDITURES OF INDIVIDUAL DEBTOR(S)

Complete this schedule by estimating the average or projected monthly expenses of the debtor and the debtor's family at time case filed. Prorate any payments made bi-weekly, quarterly, semi-annually, or annually to show monthly rate. The average monthly expenses calculated on this form may differ from the deductions from income allowed on Form 22A or 22C.

☐ Check this box if a joint petition is filed and debtor's spouse maintains a separate household. Complete a separate schedule of expenditures labeled "Spouse."

1. Rent or home mortgage payment (include lot rented for mobile home)		\$	701.09
a. Are real estate taxes included?	Yes <u>X</u> No _____		
b. Is property insurance included?	Yes <u>X</u> No _____		
2. Utilities:		\$	280.00
a. Electricity and heating fuel		\$	0.00
b. Water and sewer		\$	62.81
c. Telephone		\$	207.13
d. Other <u>See Detailed Expense Attachment</u>		\$	50.00
3. Home maintenance (repairs and upkeep)		\$	500.00
4. Food		\$	40.00
5. Clothing		\$	20.00
6. Laundry and dry cleaning		\$	130.00
7. Medical and dental expenses		\$	360.00
8. Transportation (not including car payments)		\$	100.00
9. Recreation, clubs and entertainment, newspapers, magazines, etc.		\$	15.00
10. Charitable contributions		\$	0.00
11. Insurance (not deducted from wages or included in home mortgage payments)		\$	0.00
a. Homeowner's or renter's		\$	0.00
b. Life		\$	0.00
c. Health		\$	106.84
d. Auto		\$	0.00
e. Other _____		\$	0.00
12. Taxes (not deducted from wages or included in home mortgage payments)		\$	0.00
(Specify) _____		\$	0.00
13. Installment payments: (In chapter 11, 12, and 13 cases, do not list payments to be included in the plan)		\$	0.00
a. Auto		\$	0.00
b. Other _____		\$	0.00
c. Other _____		\$	0.00
14. Alimony, maintenance, and support paid to others		\$	0.00
15. Payments for support of additional dependents not living at your home		\$	0.00
16. Regular expenses from operation of business, profession, or farm (attach detailed statement)		\$	15.00
17. Other <u>Pet Expenses</u>		\$	0.00
Other _____		\$	0.00

18. AVERAGE MONTHLY EXPENSES (Total lines 1-17. Report also on Summary of Schedules and, if applicable, on the Statistical Summary of Certain Liabilities and Related Data.)

\$ 2,577.87

19. Describe any increase or decrease in expenditures reasonably anticipated to occur within the year following the filing of this document:

The debtor does not anticipate an increase or decrease in her expenditures of 10% or more at this time.

20. STATEMENT OF MONTHLY NET INCOME

a. Average monthly income from Line 15 of Schedule I	\$	2,783.06
b. Average monthly expenses from Line 18 above	\$	2,577.87
c. Monthly net income (a. minus b.)	\$	205.19

In re Melissa Jean Marks

Case No. _____

Debtor(s)

SCHEDULE J - CURRENT EXPENDITURES OF INDIVIDUAL DEBTOR(S)**Detailed Expense Attachment****Other Utility Expenditures**

Cell Phone	\$	86.55
Netflix	\$	29.95
Internet	\$	54.95
Security	\$	35.67
Total Other Utility Expenditures	\$	207.13

In re Melissa Jean Marks

Debtor(s)

Case No.

Chapter

13

DECLARATION CONCERNING DEBTOR'S SCHEDULES

DECLARATION UNDER PENALTY OF PERJURY BY INDIVIDUAL DEBTOR

I declare under penalty of perjury that I have read the foregoing summary and schedules, consisting of 21 sheets, and that they are true and correct to the best of my knowledge, information, and belief.

Date April 20, 2011

Signature /s/ Melissa Jean Marks

Melissa Jean Marks

Debtor

*Penalty for making a false statement or concealing property: Fine of up to \$500,000 or imprisonment for up to 5 years or both.
18 U.S.C. §§ 152 and 3571.*

B7 (Official Form 7) (04/10)

United States Bankruptcy Court
District of South Carolina

In re Melissa Jean Marks

Debtor(s)

Case No.

Chapter

13

STATEMENT OF FINANCIAL AFFAIRS

This statement is to be completed by every debtor. Spouses filing a joint petition may file a single statement on which the information for both spouses is combined. If the case is filed under chapter 12 or chapter 13, a married debtor must furnish information for both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed. An individual debtor engaged in business as a sole proprietor, partner, family farmer, or self-employed professional, should provide the information requested on this statement concerning all such activities as well as the individual's personal affairs. To indicate payments, transfers and the like to minor children, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. § 112; Fed. R. Bankr. P. 1007(m).

Questions 1 - 18 are to be completed by all debtors. Debtors that are or have been in business, as defined below, also must complete Questions 19 - 25. If the answer to an applicable question is "None," mark the box labeled "None." If additional space is needed for the answer to any question, use and attach a separate sheet properly identified with the case name, case number (if known), and the number of the question.

DEFINITIONS

"*in business.*" A debtor is "in business" for the purpose of this form if the debtor is a corporation or partnership. An individual debtor is "in business" for the purpose of this form if the debtor is or has been, within six years immediately preceding the filing of this bankruptcy case, any of the following: an officer, director, managing executive, or owner of 5 percent or more of the voting or equity securities of a corporation; a partner, other than a limited partner, of a partnership; a sole proprietor or self-employed full-time or part-time. An individual debtor also may be "in business" for the purpose of this form if the debtor engages in a trade, business, or other activity, other than as an employee, to supplement income from the debtor's primary employment.

"*insider.*" The term "insider" includes but is not limited to: relatives of the debtor; general partners of the debtor and their relatives; corporations of which the debtor is an officer, director, or person in control; officers, directors, and any owner of 5 percent or more of the voting or equity securities of a corporate debtor and their relatives; affiliates of the debtor and insiders of such affiliates; any managing agent of the debtor. 11 U.S.C. § 101.

1. Income from employment or operation of business

None

☐

State the gross amount of income the debtor has received from employment, trade, or profession, or from operation of the debtor's business, including part-time activities either as an employee or in independent trade or business, from the beginning of this calendar year to the date this case was commenced. State also the gross amounts received during the two years immediately preceding this calendar year. (A debtor that maintains, or has maintained, financial records on the basis of a fiscal rather than a calendar year may report fiscal year income. Identify the beginning and ending dates of the debtor's fiscal year.) If a joint petition is filed, state income for each spouse separately. (Married debtors filing under chapter 12 or chapter 13 must state income of both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

AMOUNT	SOURCE
\$10,521.00	2011 YTD Employment
\$51,185.00	2010 Employment
\$46,064.00	2009 Employment

2. Income other than from employment or operation of business

None

☒

State the amount of income received by the debtor other than from employment, trade, profession, or operation of the debtor's business during the two years immediately preceding the commencement of this case. Give particulars. If a joint petition is filed, state income for each spouse separately. (Married debtors filing under chapter 12 or chapter 13 must state income for each spouse whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

AMOUNT	SOURCE

3. Payments to creditors

None ☐ Complete a. or b., as appropriate, and c.

a. *Individual or joint debtor(s) with primarily consumer debts.* List all payments on loans, installment purchases of goods or services, and other debts to any creditor made within 90 days immediately preceding the commencement of this case unless the aggregate value of all property that constitutes or is affected by such transfer is less than \$600. Indicate with an (*) any payments that were made to a creditor on account of a domestic support obligation or as part of an alternative repayment schedule under a plan by an approved nonprofit budgeting and credit counseling agency. (Married debtors filing under chapter 12 or chapter 13 must include payments by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR	DATES OF PAYMENTS	AMOUNT PAID	AMOUNT STILL OWING
Nationstar Mortgage LLC 350 Highland Dr Lewisville, TX 75087	January 2011 \$701.09 February 2011 \$701.09 March 2011 \$701.09	\$2,103.27	\$73,017.00
Shell/Citi Po Box 6487 Sioux Falls, SD 57117	January 2011 \$250.00 February 2011 \$150.00 March 2011 \$250.00	\$650.00	\$466.00

None ☒ b. *Debtor whose debts are not primarily consumer debts:* List each payment or other transfer to any creditor made within 90 days immediately preceding the commencement of the case unless the aggregate value of all property that constitutes or is affected by such transfer is less than \$5,850*. If the debtor is an individual, indicate with an asterisk (*) any payments that were made to a creditor on account of a domestic support obligation or as part of an alternative repayment schedule under a plan by an approved nonprofit budgeting and credit counseling agency. (Married debtors filing under chapter 12 or chapter 13 must include payments and other transfers by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR	DATES OF PAYMENTS/ TRANSFERS	AMOUNT PAID OR VALUE OF TRANSFERS	AMOUNT STILL OWING

None ☒ c. *All debtors:* List all payments made within one year immediately preceding the commencement of this case to or for the benefit of creditors who are or were insiders. (Married debtors filing under chapter 12 or chapter 13 must include payments by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR AND RELATIONSHIP TO DEBTOR	DATE OF PAYMENT	AMOUNT PAID	AMOUNT STILL OWING

4. Suits and administrative proceedings, executions, garnishments and attachments

None ☐ a. List all suits and administrative proceedings to which the debtor is or was a party within one year immediately preceding the filing of this bankruptcy case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

CAPTION OF SUIT AND CASE NUMBER	NATURE OF PROCEEDING	COURT OR AGENCY AND LOCATION	STATUS OR DISPOSITION
FIA Card Services, N.A. vs. Melissa J. Marks Case no.: 11-CP-15-188	Debt Collection	Court of Common Pleas County of Colleton	Pending

None ☒ b. Describe all property that has been attached, garnished or seized under any legal or equitable process within one year immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning property of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF PERSON FOR WHOSE BENEFIT PROPERTY WAS SEIZED	DATE OF SEIZURE	DESCRIPTION AND VALUE OF PROPERTY

* Amount subject to adjustment on 4/01/13, and every three years thereafter with respect to cases commenced on or after the date of adjustment.

5. Repossessions, foreclosures and returns

None ☒ List all property that has been repossessed by a creditor, sold at a foreclosure sale, transferred through a deed in lieu of foreclosure or returned to the seller, within one year immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning property of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR OR SELLER	DATE OF REPOSSESSION, FORECLOSURE SALE, TRANSFER OR RETURN	DESCRIPTION AND VALUE OF PROPERTY

6. Assignments and receiverships

None ☒ a. Describe any assignment of property for the benefit of creditors made within 120 days immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include any assignment by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF ASSIGNOR	DATE OF ASSIGNMENT	TERMS OF ASSIGNMENT OR SETTLEMENT

None ☒ b. List all property which has been in the hands of a custodian, receiver, or court-appointed official within one year immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning property of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CUSTODIAN	NAME AND LOCATION OF COURT CASE TITLE & NUMBER	DATE OF ORDER	DESCRIPTION AND VALUE OF PROPERTY

7. Gifts

None ☒ List all gifts or charitable contributions made within one year immediately preceding the commencement of this case except ordinary and usual gifts to family members aggregating less than \$200 in value per individual family member and charitable contributions aggregating less than \$100 per recipient. (Married debtors filing under chapter 12 or chapter 13 must include gifts or contributions by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF PERSON OR ORGANIZATION	RELATIONSHIP TO DEBTOR, IF ANY	DATE OF GIFT	DESCRIPTION AND VALUE OF GIFT

8. Losses

None ☒ List all losses from fire, theft, other casualty or gambling within one year immediately preceding the commencement of this case or since the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include losses by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

DESCRIPTION AND VALUE OF PROPERTY	DESCRIPTION OF CIRCUMSTANCES AND, IF LOSS WAS COVERED IN WHOLE OR IN PART BY INSURANCE, GIVE PARTICULARS	DATE OF LOSS

9. Payments related to debt counseling or bankruptcy

None ☐ List all payments made or property transferred by or on behalf of the debtor to any persons, including attorneys, for consultation concerning debt consolidation, relief under the bankruptcy law or preparation of the petition in bankruptcy within one year immediately preceding the commencement of this case.

NAME AND ADDRESS OF PAYEE	DATE OF PAYMENT, NAME OF PAYOR IF OTHER THAN DEBTOR	AMOUNT OF MONEY OR DESCRIPTION AND VALUE OF PROPERTY
Meredith Law Firm, LLC 4000 Faber Place Drive, Suite 120 North Charleston, SC 29405	April 2011	Attorneys Fees \$486.00 Filing Fees \$274.00 Credit Report Fees \$40.00
Cricket	April 2011	Credit Counseling Certificate \$36.00

10. Other transfers

- None ☐ a. List all other property, other than property transferred in the ordinary course of the business or financial affairs of the debtor, transferred either absolutely or as security within two years immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include transfers by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF TRANSFEREE, RELATIONSHIP TO DEBTOR	DATE	DESCRIBE PROPERTY TRANSFERRED AND VALUE RECEIVED
Arland Dean Poplin 3284 Hwy 163 Sumter, SC 29160 Unrelated 3rd party	October 13, 2010	The debtor transferred her inoperable 1988 Toyota Corolla, valued at \$600, for vehicle parts, to Arland Poplin. She received \$600 in proceeds, and she used the full amount of the proceeds for travel expenses to West Virginia to visit ailing family.

- None ☒ b. List all property transferred by the debtor within ten years immediately preceding the commencement of this case to a self-settled trust or similar device of which the debtor is a beneficiary.

NAME OF TRUST OR OTHER DEVICE	DATE(S) OF TRANSFER(S)	AMOUNT OF MONEY OR DESCRIPTION AND VALUE OF PROPERTY OR DEBTOR'S INTEREST IN PROPERTY

11. Closed financial accounts

- None ☒ List all financial accounts and instruments held in the name of the debtor or for the benefit of the debtor which were closed, sold, or otherwise transferred within one year immediately preceding the commencement of this case. Include checking, savings, or other financial accounts, certificates of deposit, or other instruments; shares and share accounts held in banks, credit unions, pension funds, cooperatives, associations, brokerage houses and other financial institutions. (Married debtors filing under chapter 12 or chapter 13 must include information concerning accounts or instruments held by or for either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF INSTITUTION	TYPE OF ACCOUNT, LAST FOUR DIGITS OF ACCOUNT NUMBER, AND AMOUNT OF FINAL BALANCE	AMOUNT AND DATE OF SALE OR CLOSING

12. Safe deposit boxes

- None ☒ List each safe deposit or other box or depository in which the debtor has or had securities, cash, or other valuables within one year immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include boxes or depositories of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF BANK OR OTHER DEPOSITORY	NAMES AND ADDRESSES OF THOSE WITH ACCESS TO BOX OR DEPOSITORY	DESCRIPTION OF CONTENTS	DATE OF TRANSFER OR SURRENDER, IF ANY

13. Setoffs

- None ☒ List all setoffs made by any creditor, including a bank, against a debt or deposit of the debtor within 90 days preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR	DATE OF SETOFF	AMOUNT OF SETOFF

14. Property held for another person

- None ☒ List all property owned by another person that the debtor holds or controls.

NAME AND ADDRESS OF OWNER	DESCRIPTION AND VALUE OF PROPERTY	LOCATION OF PROPERTY

15. Prior address of debtor

None ☒ If the debtor has moved within three years immediately preceding the commencement of this case, list all premises which the debtor occupied during that period and vacated prior to the commencement of this case. If a joint petition is filed, report also any separate address of either spouse.

ADDRESS	NAME USED	DATES OF OCCUPANCY

16. Spouses and Former Spouses

None ☒ If the debtor resides or resided in a community property state, commonwealth, or territory (including Alaska, Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Puerto Rico, Texas, Washington, or Wisconsin) within eight years immediately preceding the commencement of the case, identify the name of the debtor's spouse and of any former spouse who resides or resided with the debtor in the community property state.

NAME

17. Environmental Information.

For the purpose of this question, the following definitions apply:

"Environmental Law" means any federal, state, or local statute or regulation regulating pollution, contamination, releases of hazardous or toxic substances, wastes or material into the air, land, soil, surface water, groundwater, or other medium, including, but not limited to, statutes or regulations regulating the cleanup of these substances, wastes, or material.

"Site" means any location, facility, or property as defined under any Environmental Law, whether or not presently or formerly owned or operated by the debtor, including, but not limited to, disposal sites.

"Hazardous Material" means anything defined as a hazardous waste, hazardous substance, toxic substance, hazardous material, pollutant, or contaminant or similar term under an Environmental Law.

None ☒ a. List the name and address of every site for which the debtor has received notice in writing by a governmental unit that it may be liable or potentially liable under or in violation of an Environmental Law. Indicate the governmental unit, the date of the notice, and, if known, the Environmental Law.

SITE NAME AND ADDRESS	NAME AND ADDRESS OF GOVERNMENTAL UNIT	DATE OF NOTICE	ENVIRONMENTAL LAW

None ☒ b. List the name and address of every site for which the debtor provided notice to a governmental unit of a release of Hazardous Material. Indicate the governmental unit to which the notice was sent and the date of the notice.

SITE NAME AND ADDRESS	NAME AND ADDRESS OF GOVERNMENTAL UNIT	DATE OF NOTICE	ENVIRONMENTAL LAW

None ☒ c. List all judicial or administrative proceedings, including settlements or orders, under any Environmental Law with respect to which the debtor is or was a party. Indicate the name and address of the governmental unit that is or was a party to the proceeding, and the docket number.

NAME AND ADDRESS OF GOVERNMENTAL UNIT	DOCKET NUMBER	STATUS OR DISPOSITION

18. Nature, location and name of business

None ☒ a. If the debtor is an individual, list the names, addresses, taxpayer identification numbers, nature of the businesses, and beginning and ending dates of all businesses in which the debtor was an officer, director, partner, or managing executive of a corporation, partner in a partnership, sole proprietor, or was self-employed in a trade, profession, or other activity either full- or part-time within six years immediately preceding the commencement of this case, or in which the debtor owned 5 percent or more of the voting or equity securities within six years immediately preceding the commencement of this case.

If the debtor is a partnership, list the names, addresses, taxpayer identification numbers, nature of the businesses, and beginning and ending dates of all businesses in which the debtor was a partner or owned 5 percent or more of the voting or equity securities, within six years immediately preceding the commencement of this case.

If the debtor is a corporation, list the names, addresses, taxpayer identification numbers, nature of the businesses, and beginning and ending dates of all businesses in which the debtor was a partner or owned 5 percent or more of the voting or equity securities within six years immediately preceding the commencement of this case.

NAME	LAST FOUR DIGITS OF SOCIAL-SECURITY OR OTHER INDIVIDUAL TAXPAYER-I.D. NO. (IT/IN) COMPLETE EIN	ADDRESS	NATURE OF BUSINESS	BEGINNING AND ENDING DATES

None ☒ b. Identify any business listed in response to subdivision a., above, that is "single asset real estate" as defined in 11 U.S.C. § 101.

NAME	ADDRESS

The following questions are to be completed by every debtor that is a corporation or partnership and by any individual debtor who is or has been, within six years immediately preceding the commencement of this case, any of the following: an officer, director, managing executive, or owner of more than 5 percent of the voting or equity securities of a corporation; a partner, other than a limited partner, of a partnership, a sole proprietor, or self-employed in a trade, profession, or other activity, either full- or part-time.

(An individual or joint debtor should complete this portion of the statement only if the debtor is or has been in business, as defined above, within six years immediately preceding the commencement of this case. A debtor who has not been in business within those six years should go directly to the signature page.)

19. Books, records and financial statements

None ☒ a. List all bookkeepers and accountants who within two years immediately preceding the filing of this bankruptcy case kept or supervised the keeping of books of account and records of the debtor.

NAME AND ADDRESS	DATES SERVICES RENDERED

None ☒ b. List all firms or individuals who within the two years immediately preceding the filing of this bankruptcy case have audited the books of account and records, or prepared a financial statement of the debtor.

NAME	ADDRESS	DATES SERVICES RENDERED

None ☒ c. List all firms or individuals who at the time of the commencement of this case were in possession of the books of account and records of the debtor. If any of the books of account and records are not available, explain.

NAME	ADDRESS

None ☒ d. List all financial institutions, creditors and other parties, including mercantile and trade agencies, to whom a financial statement was issued by the debtor within two years immediately preceding the commencement of this case.

NAME AND ADDRESS	DATE ISSUED

20. Inventories

None ☒ a. List the dates of the last two inventories taken of your property, the name of the person who supervised the taking of each inventory, and the dollar amount and basis of each inventory.

DATE OF INVENTORY	INVENTORY SUPERVISOR	DOLLAR AMOUNT OF INVENTORY (Specify cost, market or other basis)

None ☒ b. List the name and address of the person having possession of the records of each of the two inventories reported in a., above.

DATE OF INVENTORY	NAME AND ADDRESSES OF CUSTODIAN OF INVENTORY RECORDS

21. Current Partners, Officers, Directors and Shareholders

None ☒ a. If the debtor is a partnership, list the nature and percentage of partnership interest of each member of the partnership.

NAME AND ADDRESS	NATURE OF INTEREST	PERCENTAGE OF INTEREST

None ☒ b. If the debtor is a corporation, list all officers and directors of the corporation, and each stockholder who directly or indirectly owns, controls, or holds 5 percent or more of the voting or equity securities of the corporation.

NAME AND ADDRESS	TITLE	NATURE AND PERCENTAGE OF STOCK OWNERSHIP

22. Former partners, officers, directors and shareholders

None ☒ a. If the debtor is a partnership, list each member who withdrew from the partnership within one year immediately preceding the commencement of this case.

NAME	ADDRESS	DATE OF WITHDRAWAL

None ☒ b. If the debtor is a corporation, list all officers, or directors whose relationship with the corporation terminated within one year immediately preceding the commencement of this case.

NAME AND ADDRESS	TITLE	DATE OF TERMINATION

23. Withdrawals from a partnership or distributions by a corporation

None ☒ If the debtor is a partnership or corporation, list all withdrawals or distributions credited or given to an insider, including compensation in any form, bonuses, loans, stock redemptions, options exercised and any other perquisite during one year immediately preceding the commencement of this case.

NAME & ADDRESS OF RECIPIENT, RELATIONSHIP TO DEBTOR	DATE AND PURPOSE OF WITHDRAWAL	AMOUNT OF MONEY OR DESCRIPTION AND VALUE OF PROPERTY

24. Tax Consolidation Group.

None ☒ If the debtor is a corporation, list the name and federal taxpayer identification number of the parent corporation of any consolidated group for tax purposes of which the debtor has been a member at any time within six years immediately preceding the commencement of the case.

NAME OF PARENT CORPORATION	TAXPAYER IDENTIFICATION NUMBER (EIN)

25. Pension Funds.

None ☒ If the debtor is not an individual, list the name and federal taxpayer-identification number of any pension fund to which the debtor, as an employer, has been responsible for contributing at any time within six years immediately preceding the commencement of the case.

NAME OF PENSION FUND

TAXPAYER IDENTIFICATION NUMBER (EIN)

DECLARATION UNDER PENALTY OF PERJURY BY INDIVIDUAL DEBTOR

I declare under penalty of perjury that I have read the answers contained in the foregoing statement of financial affairs and any attachments thereto and that they are true and correct.

Date April 20, 2011

Signature /s/ Melissa Jean Marks
Melissa Jean Marks
Debtor

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 2571

United States Bankruptcy Court
District of South Carolina

In re Melissa Jean Marks

Debtor(s)

Case No.

Chapter

13

DISCLOSURE OF COMPENSATION OF ATTORNEY FOR DEBTOR(S)

1. Pursuant to 11 U.S.C. § 329(a) and Bankruptcy Rule 2016(b), I certify that I am the attorney for the above-named debtor and that compensation paid to me within one year before the filing of the petition in bankruptcy, or agreed to be paid to me, for services rendered or to be rendered on behalf of the debtor(s) in contemplation of or in connection with the bankruptcy case is as follows:

For legal services, I have agreed to accept	\$	<u>3,000.00</u>
Prior to the filing of this statement I have received	\$	<u>486.00</u>
Balance Due	\$	<u>2,514.00</u>

2. The source of the compensation paid to me was:

☒ Debtor ☐ Other (specify):

3. The source of compensation to be paid to me is:

☒ Debtor ☐ Other (specify):

4. ☒ I have not agreed to share the above-disclosed compensation with any other person unless they are members and associates of my law firm.

☐ I have agreed to share the above-disclosed compensation with a person or persons who are not members or associates of my law firm. A copy of the agreement, together with a list of the names of the people sharing in the compensation is attached.

5. In return for the above-disclosed fee, I have agreed to render legal service for all aspects of the bankruptcy case, including:

- a. Analysis of the debtor's financial situation, and rendering advice to the debtor in determining whether to file a petition in bankruptcy;
- b. Preparation and filing of any petition, schedules, statement of affairs and plan which may be required;
- c. Representation of the debtor at the meeting of creditors and confirmation hearing, and any adjourned hearings thereof;
- d. [Other: provisions as needed]

N/A

6. By agreement with the debtor(s), the above-disclosed fee does not include the following service:

Defense or prosecution of adversary proceedings, motions to modify the stay, audits, motions to incur debt or sell an asset, 2004 examinations, defense of dischargeability actions and, in a chapter 13 case, modification of the plan after confirmation and any other motion, filing or proceeding taking place after confirmation.

CERTIFICATION

I certify that the foregoing is a complete statement of any agreement or arrangement for payment to me for representation of the debtor(s) in this bankruptcy proceeding.

Dated: April 20, 2011

/s/ Robert R Meredith Jr
Robert R Meredith Jr 6162
Meredith Law Firm, LLC
4000 Faber Place Drive, Suite 120
North Charleston, SC 29405
(843) 529-9000 Fax: (843) 529-8907
rm@meredithlawfirm.com

WARNING: Effective December 1, 2009, the 15-day deadline to file schedules and certain other documents under Bankruptcy Rule 1007(c) is shortened to 14 days. For further information, see note at bottom of page 2

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF SOUTH CAROLINA**

**NOTICE TO CONSUMER DEBTOR(S) UNDER § 342(b)
OF THE BANKRUPTCY CODE**

In accordance with § 342(b) of the Bankruptcy Code, this notice to individuals with primarily consumer debts: (1) Describes briefly the services available from credit counseling services; (2) Describes briefly the purposes, benefits and costs of the four types of bankruptcy proceedings you may commence; and (3) Informs you about bankruptcy crimes and notifies you that the Attorney General may examine all information you supply in connection with a bankruptcy case.

You are cautioned that bankruptcy law is complicated and not easily described. Thus, you may wish to seek the advice of an attorney to learn of your rights and responsibilities should you decide to file a petition. Court employees cannot give you legal advice.

Notices from the bankruptcy court are sent to the mailing address you list on your bankruptcy petition. In order to ensure that you receive information about events concerning your case, Bankruptcy Rule 4002 requires that you notify the court of any changes in your address. If you are filing a joint case (a single bankruptcy case for two individuals married to each other), and each spouse lists the same mailing address on the bankruptcy petition, you and your spouse will generally receive a single copy of each notice mailed from the bankruptcy court in a jointly-addressed envelope, unless you file a statement with the court requesting that each spouse receive a separate copy of all notices.

1. Services Available from Credit Counseling Agencies

With limited exceptions, § 109(h) of the Bankruptcy Code requires that all individual debtors who file for bankruptcy relief on or after October 17, 2005, receive a briefing that outlines the available opportunities for credit counseling and provides assistance in performing a budget analysis. The briefing must be given within 180 days before the bankruptcy filing. The briefing may be provided individually or in a group (including briefings conducted by telephone or on the Internet) and must be provided by a nonprofit budget and credit counseling agency approved by the United States trustee or bankruptcy administrator. The clerk of the bankruptcy court has a list that you may consult of the approved budget and credit counseling agencies. Each debtor in a joint case must complete the briefing.

In addition, after filing a bankruptcy case, an individual debtor generally must complete a financial management instructional course before he or she can receive a discharge. The clerk also has a list of approved financial management instructional courses. Each debtor in a joint case must complete the course.

2. The Four Chapters of the Bankruptcy Code Available to Individual Consumer Debtors

Chapter 7: Liquidation (\$245 filing fee, \$39 administrative fee, \$15 trustee surcharge: Total Fee \$299)

Chapter 7 is designed for debtors in financial difficulty who do not have the ability to pay their existing debts. Debtors whose debts are primarily consumer debts are subject to a "means test" designed to determine whether the case should be permitted to proceed under chapter 7. If your income is greater than the median income for your state of residence and family size, in some cases, the United States trustee (or bankruptcy administrator), the trustee, or creditors have the right to file a motion requesting that the court dismiss your case under § 707(b) of the Code. It is up to the court to decide whether the case should be dismissed.

Under chapter 7, you may claim certain of your property as exempt under governing law. A trustee may have the right to take possession of and sell the remaining property that is not exempt and use the sale proceeds to pay your creditors.

The purpose of filing a chapter 7 case is to obtain a discharge of your existing debts. If, however, you are found to have committed certain kinds of improper conduct described in the Bankruptcy Code, the court may deny your discharge and, if it does, the purpose for which you filed the bankruptcy petition will be defeated.

Even if you receive a general discharge, some particular debts are not discharged under the law. Therefore, you may still be responsible for most taxes and student loans; debts incurred to pay nondischargeable taxes; domestic support and property settlement obligations; most fines, penalties, forfeitures, and criminal restitution obligations; certain debts which are not properly listed in your bankruptcy papers; and debts for death or personal injury caused by operating a motor vehicle, vessel, or aircraft while intoxicated from alcohol or drugs. Also, if a creditor can prove that a debt arose from fraud, breach of fiduciary duty, or theft, or from a willful and malicious injury, the bankruptcy court may determine that the debt is not discharged.

Chapter 13: Repayment of All or Part of the Debts of an Individual with Regular Income (\$235 filing fee, \$39 administrative fee: Total fee \$274)

Chapter 13 is designed for individuals with regular income who would like to pay all or part of their debts in installments over a period of time. You are only eligible for chapter 13 if your debts do not exceed certain dollar amounts set forth in the Bankruptcy Code.

Under chapter 13, you must file with the court a plan to repay your creditors all or part of the money that you owe them, using your future earnings. The period allowed by the court to repay your debts may be three years or five years, depending upon your income and other factors. The court must approve your plan before it can take effect.

After completing the payments under your plan, your debts are generally discharged except for domestic support obligations; most student loans; certain taxes; most criminal fines and restitution obligations; certain debts which are not properly listed in your bankruptcy papers; certain debts for acts that caused death or personal injury; and certain long term secured obligations.

Chapter 11: Reorganization (\$1000 filing fee, \$39 administrative fee: Total fee \$1039)

Chapter 11 is designed for the reorganization of a business but is also available to consumer debtors. Its provisions are quite complicated, and any decision by an individual to file a chapter 11 petition should be reviewed with an attorney.

Chapter 12: Family Farmer or Fisherman (\$200 filing fee, \$39 administrative fee: Total fee \$239)

Chapter 12 is designed to permit family farmers and fishermen to repay their debts over a period of time from future earnings and is similar to chapter 13. The eligibility requirements are restrictive, limiting its use to those whose income arises primarily from a family-owned farm or commercial fishing operation.

3. Bankruptcy Crimes and Availability of Bankruptcy Papers to Law Enforcement Officials

A person who knowingly and fraudulently conceals assets or makes a false oath or statement under penalty of perjury, either orally or in writing, in connection with a bankruptcy case is subject to a fine, imprisonment, or both. All information supplied by a debtor in connection with a bankruptcy case is subject to examination by the Attorney General acting through the Office of the United States Trustee, the Office of the United States Attorney, and other components and employees of the Department of Justice.

WARNING: Section 521(a)(1) of the Bankruptcy Code requires that you promptly file detailed information regarding your creditors, assets, liabilities, income, expenses and general financial condition. Your bankruptcy case may be dismissed if this information is not filed with the court within the time deadlines set by the Bankruptcy Code, the Bankruptcy Rules, and the local rules of the court. The documents and the deadlines for filing them are listed on Form B200, which is posted at http://www.uscourts.gov/bkforms/bankruptcy_forms.html#procedure.

Many filing deadlines change on December 1, 2009. Of special note, 12 rules that set 15 days to act are amended to require action within 14 days, including Rule 1007(c), filing the initial case papers; Rule 3015(b), filing a chapter 13 plan; Rule 8009(a), filing appellate briefs; and Rules 1019, 1020, 2015, 2015.1, 2016, 4001, 4002, 6004, and 6007.

B 201B (Form 201B) (12/09)

United States Bankruptcy Court
District of South Carolina

In re Melissa Jean Marks

Debtor(s)

Case No.

Chapter

13

**CERTIFICATION OF NOTICE TO CONSUMER DEBTOR(S)
UNDER § 342(b) OF THE BANKRUPTCY CODE**

Certification of Debtor

I (We), the debtor(s), affirm that I (we) have received and read the attached notice, as required by § 342(b) of the Bankruptcy Code.

Melissa Jean Marks

Printed Name(s) of Debtor(s)

X /s/ Melissa Jean Marks

Signature of Debtor

April 20, 2011

Date

Case No. (if known) _____

X _____

Signature of Joint Debtor (if any)

Date

Instructions: Attach a copy of Form B 201 A, Notice to Consumer Debtor(s) Under § 342(b) of the Bankruptcy Code.

Use this form to certify that the debtor has received the notice required by 11 U.S.C. § 342(b) only if the certification has NOT been made on the Voluntary Petition, Official Form B1. Exhibit B on page 2 of Form B1 contains a certification by the debtor's attorney that the attorney has given the notice to the debtor. The Declarations made by debtors and bankruptcy petition preparers on page 3 of Form B1 also include this certification.

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Real Case Bankruptcy

LOCAL OFFICIAL FORM 1007-1(h) TO SC LBR 1007-1

United States Bankruptcy Court
District of South Carolina

In re Melissa Jean Marks

Debtor(s)

Case No.
Chapter

13

CERTIFICATION VERIFYING CREDITOR MATRIX

The above named debtor, or attorney for the debtor if applicable, hereby certifies pursuant to South Carolina Local Bankruptcy Rule 1007-1 that the master mailing list of creditors submitted either on computer diskette, electronically filed via CM/ECF, or conventionally filed in a typed hard copy scannable format which has been compared to, and contains identical information to, the debtor's schedules, statements and lists which are being filed at this time or as they currently exist in draft form.

Master mailing list of creditors submitted via:

- (a) _____ computer diskette
(b) _____ scannable hard copy
(number of sheets submitted _____)
(c) X electronic version filed via CM/ECF

Date: April 20, 2011

/s/ Melissa Jean Marks

Melissa Jean Marks
Signature of Debtor

Date: April 20, 2011

/s/ Robert R Meredith Jr

Signature of Attorney
Robert R Meredith Jr 6152
Meredith Law Firm, LLC
4000 Faber Place Drive, Suite 120
North Charleston, SC 29406
(843) 529-9000 Fax: (843) 529-9907
Typed/Printed Name/Address/Telephone

6152

District Court I.D. Number

Case 11-02619-jw Doc 1 Filed 04/20/11 Entered 04/20/11 17:28:45 Desc Main Document Page 42 of 50
ALLIANCE ONE
4850 STREET RD.
SUITE 300
TREVOSE PA 19053
KORN LAW FIRM, PA
PO BOX 12265
COLUMBIA SC 29211
SC DEPARTMENT OF REVENUE
PO BOX 12265
COLUMBIA SC 29211

APPLIED BUSINESS SERVICES
PO BOX 910
EDENTON NC 27932

MANN BRACKEN LLP
TWO IRVING CENTRE
702 KING FARM BLVD.
ROCKVILLE MD 20850

SC STUDENT LOAN CORP
PO BOX 21487
COLUMBIA SC 29221

BANK OF AMERICA
PO BOX 17054
WILMINGTON DE 19850

MEDICAL DATA SYSTEMS INC
128 W. CENTER AVE FL 2
SEBRING FL 33870

SECURITY COLLECTION AGENCY
617 SOUNDSIDE ROAD
EDENTON NC 27932

BON SECOURS ST. FRANCIS HOSPITAL MEDICAL REVENUE SERVICES
PO BOX 602009
CHARLOTTE NC 28260

PO BOX 1149
SEBRING FL 33871

SECURITY COLLECTION AGENCY
PO BOX 910
EDENTON NC 27932

CITI
PO BOX 6241
SIOUX FALLS SD 57117

MEREDITH LAW FIRM, LLC
4000 FABER PLACE DRIVE
SUITE 120
NORTH CHARLESTON SC 29405

SHELL/CITI
PO BOX 6497
SIOUX FALLS SD 57117

COLLETON COUNTY TREASURER
PO BOX 8
WALTERBORO SC 29488

NATIONSTAR MORTGAGE LLC
350 HIGHLAND DR
LEWISVILLE TX 75067

THD/CBSD
PO BOX 6497
SIOUX FALLS SD 57117

GE MONEY BANK/SAM'S CLUB
PO BOX 981064
EL PASO TX 79998

NCO FINANCIAL SYSTEMS INC.
PO BOX 12100
DEPARTMENT 64
TRENTON NJ 08650

WFNNB/METRO STYLE
220 W SCHROCK RD
WESTERVILLE OH 43081

GERALD GRENIER
209 PRESIDENTIAL COURT
ROUND O SC 29474

PLANNED ADMINSTRATORS, INC.
PO BOX 6927
COLUMBIA SC 29260

HOME DEPOT CREDIT SERVICES
PO BOX 653000
DALLAS TX 75265

ROPER HOSPITAL
PO BOX 62889
NORTH CHARLESTON SC 29419

INTERNAL REVENUE SERVICE
1835 ASSEMBLY ST.
MDP 03
COLUMBIA SC 29201

ROPER HOSPITAL
PO BOX 602003
CHARLOTTE NC 28260

In re Melissa Jean Marks
Debtor(s)
Case Number: _____
(If known)

According to the calculations required by this statement:

☒ The applicable commitment period is 3 years.
☐ The applicable commitment period is 5 years.
☐ Disposable income is determined under § 1325(b)(3).
☒ Disposable income is not determined under § 1325(b)(3).
(Check the boxes as directed in Lines 17 and 23 of this statement.)

**CHAPTER 13 STATEMENT OF CURRENT MONTHLY INCOME
AND CALCULATION OF COMMITMENT PERIOD AND DISPOSABLE INCOME**

In addition to Schedules I and J, this statement must be completed by every individual chapter 13 debtor, whether or not filing jointly. Joint debtors may complete one statement only.

Part I. REPORT OF INCOME																
1	Marital/filing status. Check the box that applies and complete the balance of this part of this statement as directed. a. ☒ Unmarried. Complete only Column A ("Debtor's Income") for Lines 2-10. b. ☐ Married. Complete both Column A ("Debtor's Income") and Column B ("Spouse's Income") for Lines 2-10. All figures must reflect average monthly income received from all sources, derived during the six calendar months prior to filing the bankruptcy case, ending on the last day of the month before the filing. If the amount of monthly income varied during the six months, you must divide the six-month total by six, and enter the result on the appropriate line.		Column A Debtor's Income	Column B Spouse's Income												
2	Gross wages, salary, tips, bonuses, overtime, commissions.		\$ 3,977.02	\$												
3	Income from the operation of a business, profession, or farm. Subtract Line b from Line a and enter the difference in the appropriate column(s) of Line 3. If you operate more than one business, profession or farm, enter aggregate numbers and provide details on an attachment. Do not enter a number less than zero. Do not include any part of the business expenses entered on Line b as a deduction in Part IV. <table border="1"> <thead> <tr> <th></th> <th>Debtor</th> <th>Spouse</th> </tr> </thead> <tbody> <tr> <td>a. Gross receipts</td> <td>\$ 0.00</td> <td>\$</td> </tr> <tr> <td>b. Ordinary and necessary business expenses</td> <td>\$ 0.00</td> <td>\$</td> </tr> <tr> <td>c. Business income</td> <td colspan="2">Subtract Line b from Line a</td> </tr> </tbody> </table>			Debtor	Spouse	a. Gross receipts	\$ 0.00	\$	b. Ordinary and necessary business expenses	\$ 0.00	\$	c. Business income	Subtract Line b from Line a		\$ 0.00	\$
	Debtor	Spouse														
a. Gross receipts	\$ 0.00	\$														
b. Ordinary and necessary business expenses	\$ 0.00	\$														
c. Business income	Subtract Line b from Line a															
4	Rents and other real property income. Subtract Line b from Line a and enter the difference in the appropriate column(s) of Line 4. Do not enter a number less than zero. Do not include any part of the operating expenses entered on Line b as a deduction in Part IV. <table border="1"> <thead> <tr> <th></th> <th>Debtor</th> <th>Spouse</th> </tr> </thead> <tbody> <tr> <td>a. Gross receipts</td> <td>\$ / 0.00</td> <td>\$</td> </tr> <tr> <td>b. Ordinary and necessary operating expenses</td> <td>\$ 0.00</td> <td>\$</td> </tr> <tr> <td>c. Rent and other real property income</td> <td colspan="2">Subtract Line b from Line a</td> </tr> </tbody> </table>			Debtor	Spouse	a. Gross receipts	\$ / 0.00	\$	b. Ordinary and necessary operating expenses	\$ 0.00	\$	c. Rent and other real property income	Subtract Line b from Line a		\$ 0.00	\$
	Debtor	Spouse														
a. Gross receipts	\$ / 0.00	\$														
b. Ordinary and necessary operating expenses	\$ 0.00	\$														
c. Rent and other real property income	Subtract Line b from Line a															
5	Interest, dividends, and royalties.		\$ 0.00	\$												
6	Pension and retirement income.		\$ 0.00	\$												
7	Any amounts paid by another person or entity, on a regular basis, for the household expenses of the debtor or the debtor's dependents, including child support paid for that purpose. Do not include alimony or separate maintenance payments or amounts paid by the debtor's spouse. Each regular payment should be reported in only one column; if a payment is listed in Column A, do not report that payment in Column B.		\$ 0.00	\$												
8	Unemployment compensation. Enter the amount in the appropriate column(s) of Line 8. However, if you contend that unemployment compensation received by you or your spouse was a benefit under the Social Security Act, do not list the amount of such compensation in Column A or B, but instead state the amount in the space below: <table border="1"> <thead> <tr> <th></th> <th>Debtor</th> <th>Spouse</th> </tr> </thead> <tbody> <tr> <td>Unemployment compensation claimed to be a benefit under the Social Security Act</td> <td>\$ 0.00</td> <td>\$</td> </tr> </tbody> </table>			Debtor	Spouse	Unemployment compensation claimed to be a benefit under the Social Security Act	\$ 0.00	\$	\$ 0.00	\$						
	Debtor	Spouse														
Unemployment compensation claimed to be a benefit under the Social Security Act	\$ 0.00	\$														

9	Income from all other sources. Specify source and amount. If necessary, list additional sources on a separate page. Total and enter on Line 9. Do not include alimony or separate maintenance payments paid by your spouse, but include all other payments of alimony or separate maintenance. Do not include any benefits received under the Social Security Act or payments received as a victim of a war crime, crime against humanity, or as a victim of international or domestic terrorism.	<table border="1"> <thead> <tr> <th></th> <th>Debtor</th> <th>Spouse</th> </tr> </thead> <tbody> <tr> <td>a.</td> <td>\$</td> <td>\$</td> </tr> <tr> <td>b.</td> <td>\$</td> <td>\$</td> </tr> </tbody> </table>		Debtor	Spouse	a.	\$	\$	b.	\$	\$	\$ 0.00	\$
	Debtor	Spouse											
a.	\$	\$											
b.	\$	\$											
10	Subtotal. Add Lines 2 thru 9 in Column A, and, if Column B is completed, add Lines 2 through 9 in Column B. Enter the total(s).		\$ 3,977.02	\$									
11	Total. If Column B has been completed, add Line 10, Column A to Line 10, Column B, and enter the total. If Column B has not been completed, enter the amount from Line 10, Column A.		\$ 3,977.02										
Part II. CALCULATION OF § 1325(b)(4) COMMITMENT PERIOD													
12	Enter the amount from Line 11		\$ 3,977.02										
13	Marital Adjustment. If you are married, but are not filing jointly with your spouse, AND if you contend that calculation of the commitment period under § 1325(b)(4) does not require inclusion of the income of your spouse, enter on Line 13 the amount of the income listed in Line 10, Column B that was NOT paid on a regular basis for the household expenses of you or your dependents and specify, in the lines below, the basis for excluding this income (such as payment of the spouse's tax liability or the spouse's support of persons other than the debtor or the debtor's dependents) and the amount of income devoted to each purpose. If necessary, list additional adjustments on a separate page. If the conditions for entering this adjustment do not apply, enter zero.	<table border="1"> <tbody> <tr> <td>a.</td> <td>\$</td> </tr> <tr> <td>b.</td> <td>\$</td> </tr> <tr> <td>c.</td> <td>\$</td> </tr> </tbody> </table>	a.	\$	b.	\$	c.	\$	\$ 0.00				
a.	\$												
b.	\$												
c.	\$												
14	Subtract Line 13 from Line 12 and enter the result.		\$ 3,977.02										
15	Annualized current monthly income for § 1325(b)(4). Multiply the amount from Line 14 by the number 12 and enter the result.		\$ 47,724.24										
16	Applicable median family income. Enter the median family income for applicable state and household size. (This information is available by family size at www.usdoj.gov/ust/ or from the clerk of the bankruptcy court.)												
	a. Enter debtor's state of residence: SC b. Enter debtor's household size: 2		\$ 50,500.00										
17	Application of § 1325(b)(4). Check the applicable box and proceed as directed. ☒ The amount on Line 15 is less than the amount on Line 16. Check the box for "The applicable commitment period is 3 years" at the top of page 1 of this statement and continue with this statement. ☐ The amount on Line 15 is not less than the amount on Line 16. Check the box for "The applicable commitment period is 5 years" at the top of page 1 of this statement and continue with this statement.												
Part III. APPLICATION OF § 1325(b)(3) FOR DETERMINING DISPOSABLE INCOME													
18	Enter the amount from Line 11.		\$ 3,977.02										
19	Marital Adjustment. If you are married, but are not filing jointly with your spouse, enter on Line 19 the total of any income listed in Line 10, Column B that was NOT paid on a regular basis for the household expenses of the debtor or the debtor's dependents. Specify in the lines below the basis for excluding the Column B income (such as payment of the spouse's tax liability or the spouse's support of persons other than the debtor or the debtor's dependents) and the amount of income devoted to each purpose. If necessary, list additional adjustments on a separate page. If the conditions for entering this adjustment do not apply, enter zero.	<table border="1"> <tbody> <tr> <td>a.</td> <td>\$</td> </tr> <tr> <td>b.</td> <td>\$</td> </tr> <tr> <td>c.</td> <td>\$</td> </tr> </tbody> </table>	a.	\$	b.	\$	c.	\$	\$ 0.00				
a.	\$												
b.	\$												
c.	\$												
20	Current monthly income for § 1325(b)(3). Subtract Line 19 from Line 18 and enter the result.		\$ 3,977.02										

21	Annualized current monthly income for § 1325(b)(3). Multiply the amount from Line 20 by the number 12 and enter the result.	\$ 47,724.24																
22	Applicable median family income. Enter the amount from Line 16.	\$ 60,600.00																
23	Application of § 1325(b)(3). Check the applicable box and proceed as directed. ☐ The amount on Line 21 is more than the amount on Line 22. Check the box for "Disposable income is determined under § 1325(b)(3)" at the top of page 1 of this statement and complete the remaining parts of this statement. ☒ The amount on Line 21 is not more than the amount on Line 22. Check the box for "Disposable income is not determined under § 1325(b)(3)" at the top of page 1 of this statement and complete Part VII of this statement. Do not complete Parts IV, V, or VI.																	
Part IV. CALCULATION OF DEDUCTIONS FROM INCOME																		
Subpart A: Deductions under Standards of the Internal Revenue Service (IRS)																		
24A	National Standards: food, apparel and services, housekeeping supplies, personal care, and miscellaneous. Enter in Line 24A the "Total" amount from IRS National Standards for Allowable Living Expenses for the applicable number of persons. (This information is available at www.usdoj.gov/ust/ or from the clerk of the bankruptcy court.) The applicable number of persons is the number that would currently be allowed as exemptions on your federal income tax return, plus the number of any additional dependents whom you support.	\$																
24B	National Standards: health care. Enter in Line a1 below the amount from IRS National Standards for Out-of-Pocket Health Care for persons under 65 years of age, and in Line a2 the IRS National Standards for Out-of-Pocket Health Care for persons 65 years of age or older. (This information is available at www.usdoj.gov/ust/ or from the clerk of the bankruptcy court.) Enter in Line b1 the applicable number of persons who are under 65 years of age, and enter in Line b2 the applicable number of persons who are 65 years of age or older. (The applicable number of persons in each age category is the number in that category that would currently be allowed as exemptions on your federal income tax return, plus the number of any additional dependents whom you support.) Multiply Line a1 by Line b1 to obtain a total amount for persons under 65, and enter the result in Line c1. Multiply Line a2 by Line b2 to obtain a total amount for persons 65 and older, and enter the result in Line c2. Add Lines c1 and c2 to obtain a total health care amount, and enter the result in Line 24B. <table border="1" style="width: 100%;"> <thead> <tr> <th colspan="2">Persons under 65 years of age</th> <th colspan="2">Persons 65 years of age or older</th> </tr> </thead> <tbody> <tr> <td>a1.</td> <td>Allowance per person</td> <td>a2.</td> <td>Allowance per person</td> </tr> <tr> <td>b1.</td> <td>Number of persons</td> <td>b2.</td> <td>Number of persons</td> </tr> <tr> <td>c1.</td> <td>Subtotal</td> <td>c2.</td> <td>Subtotal</td> </tr> </tbody> </table>	Persons under 65 years of age		Persons 65 years of age or older		a1.	Allowance per person	a2.	Allowance per person	b1.	Number of persons	b2.	Number of persons	c1.	Subtotal	c2.	Subtotal	\$
Persons under 65 years of age		Persons 65 years of age or older																
a1.	Allowance per person	a2.	Allowance per person															
b1.	Number of persons	b2.	Number of persons															
c1.	Subtotal	c2.	Subtotal															
25A	Local Standards: housing and utilities; non-mortgage expenses. Enter the amount of the IRS Housing and Utilities Standards; non-mortgage expenses for the applicable county and family size. (This information is available at www.usdoj.gov/ust/ or from the clerk of the bankruptcy court). The applicable family size consists of the number that would currently be allowed as exemptions on your federal income tax return, plus the number of any additional dependents whom you support.	\$																
25B	Local Standards: housing and utilities; mortgage/rent expense. Enter, in Line a below, the amount of the IRS Housing and Utilities Standards; mortgage/rent expense for your county and family size (this information is available at www.usdoj.gov/ust/ or from the clerk of the bankruptcy court) (the applicable family size consists of the number that would currently be allowed as exemptions on your federal income tax return, plus the number of any additional dependents whom you support); enter on Line b the total of the Average Monthly Payments for any debts secured by your home, as stated in Line 47; subtract Line b from Line a and enter the result in Line 25B. Do not enter an amount less than zero. <table border="1" style="width: 100%;"> <tbody> <tr> <td>a.</td> <td>IRS Housing and Utilities Standards; mortgage/rent expense</td> <td>\$</td> </tr> <tr> <td>b.</td> <td>Average Monthly Payment for any debts secured by your home, if any, as stated in Line 47</td> <td>\$</td> </tr> <tr> <td>c.</td> <td>Net mortgage/rental expense</td> <td>Subtract Line b from Line a.</td> </tr> </tbody> </table>	a.	IRS Housing and Utilities Standards; mortgage/rent expense	\$	b.	Average Monthly Payment for any debts secured by your home, if any, as stated in Line 47	\$	c.	Net mortgage/rental expense	Subtract Line b from Line a.	\$							
a.	IRS Housing and Utilities Standards; mortgage/rent expense	\$																
b.	Average Monthly Payment for any debts secured by your home, if any, as stated in Line 47	\$																
c.	Net mortgage/rental expense	Subtract Line b from Line a.																
26	Local Standards: housing and utilities; adjustment. If you contend that the process set out in Lines 25A and 25B does not accurately compute the allowance to which you are entitled under the IRS Housing and Utilities Standards, enter any additional amount to which you contend you are entitled, and state the basis for your contention in the space below:	\$																

27A	Local Standards: transportation; vehicle operation/public transportation expense. You are entitled to an expense allowance in this category regardless of whether you pay the expenses of operating a vehicle and regardless of whether you use public transportation. Check the number of vehicles for which you pay the operating expenses or for which the operating expenses are included as a contribution to your household expenses in Line 7. ☐ 0 ☐ 1 ☐ 2 or more. If you checked 0, enter on Line 27A the "Public Transportation" amount from IRS Local Standards: Transportation. If you checked 1 or 2 or more, enter on Line 27A the "Operating Costs" amount from IRS Local Standards: Transportation for the applicable number of vehicles in the applicable Metropolitan Statistical Area or Census Region. (These amounts are available at www.usdoj.gov/ust/ or from the clerk of the bankruptcy court.)	\$									
27B	Local Standards: transportation; additional public transportation expense. If you pay the operating expenses for a vehicle and also use public transportation, and you contend that you are entitled to an additional deduction for your public transportation expenses, enter on Line 27B the "Public Transportation" amount from the IRS Local Standards: Transportation. (This amount is available at www.usdoj.gov/ust/ or from the clerk of the bankruptcy court.)	\$									
28	Local Standards: transportation ownership/lease expense; Vehicle 1. Check the number of vehicles for which you claim an ownership/lease expense. (You may not claim an ownership/lease expense for more than two vehicles.) ☐ 1 ☐ 2 or more. Enter, in Line a below, the "Ownership Costs" for "One Car" from the IRS Local Standards: Transportation (available at www.usdoj.gov/ust/ or from the clerk of the bankruptcy court); enter in Line b the total of the Average Monthly Payments for any debts secured by Vehicle 1, as stated in Line 47; subtract Line b from Line a and enter the result in Line 28. Do not enter an amount less than zero. <table border="1"> <tr> <td>a.</td> <td>IRS Transportation Standards, Ownership Costs</td> <td>\$</td> </tr> <tr> <td>b.</td> <td>Average Monthly Payment for any debts secured by Vehicle 1, as stated in Line 47</td> <td>\$</td> </tr> <tr> <td>c.</td> <td>Net ownership/lease expense for Vehicle 1</td> <td>Subtract Line b from Line a.</td> </tr> </table>	a.	IRS Transportation Standards, Ownership Costs	\$	b.	Average Monthly Payment for any debts secured by Vehicle 1, as stated in Line 47	\$	c.	Net ownership/lease expense for Vehicle 1	Subtract Line b from Line a.	\$
a.	IRS Transportation Standards, Ownership Costs	\$									
b.	Average Monthly Payment for any debts secured by Vehicle 1, as stated in Line 47	\$									
c.	Net ownership/lease expense for Vehicle 1	Subtract Line b from Line a.									
29	Local Standards: transportation ownership/lease expense; Vehicle 2. Complete this Line only if you checked the "2 or more" Box in Line 28. Enter, in Line a below, the "Ownership Costs" for "One Car" from the IRS Local Standards: Transportation (available at www.usdoj.gov/ust/ or from the clerk of the bankruptcy court); enter in Line b the total of the Average Monthly Payments for any debts secured by Vehicle 2, as stated in Line 47; subtract Line b from Line a and enter the result in Line 29. Do not enter an amount less than zero. <table border="1"> <tr> <td>a.</td> <td>IRS Transportation Standards, Ownership Costs</td> <td>\$</td> </tr> <tr> <td>b.</td> <td>Average Monthly Payment for any debts secured by Vehicle 2, as stated in Line 47</td> <td>\$</td> </tr> <tr> <td>c.</td> <td>Net ownership/lease expense for Vehicle 2</td> <td>Subtract Line b from Line a.</td> </tr> </table>	a.	IRS Transportation Standards, Ownership Costs	\$	b.	Average Monthly Payment for any debts secured by Vehicle 2, as stated in Line 47	\$	c.	Net ownership/lease expense for Vehicle 2	Subtract Line b from Line a.	\$
a.	IRS Transportation Standards, Ownership Costs	\$									
b.	Average Monthly Payment for any debts secured by Vehicle 2, as stated in Line 47	\$									
c.	Net ownership/lease expense for Vehicle 2	Subtract Line b from Line a.									
30	Other Necessary Expenses: taxes. Enter the total average monthly expense that you actually incur for all federal, state, and local taxes, other than real estate and sales taxes, such as income taxes, self employment taxes, social security taxes, and Medicare taxes. Do not include real estate or sales taxes.	\$									
31	Other Necessary Expenses: involuntary deductions for employment. Enter the total average monthly deductions that are required for your employment, such as mandatory retirement contributions, union dues, and uniform costs. Do not include discretionary amounts, such as voluntary 401(k) contributions.	\$									
32	Other Necessary Expenses: life insurance. Enter total average monthly premiums that you actually pay for term life insurance for yourself. Do not include premiums for insurance on your dependents, for whole life or for any other form of insurance.	\$									
33	Other Necessary Expenses: court-ordered payments. Enter the total monthly amount that you are required to pay pursuant to the order of a court or administrative agency, such as spousal or child support payments. Do not include payments on past due obligations included in line 49.	\$									
34	Other Necessary Expenses: education for employment or for a physically or mentally challenged child. Enter the total average monthly amount that you actually expend for education that is a condition of employment and for education that is required for a physically or mentally challenged dependent child for whom no public education providing similar services is available.	\$									
35	Other Necessary Expenses: childcare. Enter the total average monthly amount that you actually expend on childcare - such as baby-sitting, day care, nursery and preschool. Do not include other educational payments.	\$									
36	Other Necessary Expenses: health care. Enter the total average monthly amount that you actually expend on health care that is required for the health and welfare of yourself or your dependents, that is not reimbursed by insurance or paid by a health savings account, and that is in excess of the amount entered in Line 24B. Do not include payments for health insurance or health savings accounts listed in Line 39.	\$									

37	Other Necessary Expenses: telecommunication services. Enter the total average monthly amount that you actually pay for telecommunication services other than your basic home telephone and cell phone service - such as pagers, call waiting, caller id, special long distance, or internet service-to the extent necessary for your health and welfare or that of your dependents. Do not include any amount previously deducted.		\$									
38	Total Expenses Allowed under IRS Standards. Enter the total of Lines 24 through 37.		\$									
Subpart B: Additional Living Expense Deductions												
Note: Do not include any expenses that you have listed in Lines 24-37												
39	Health Insurance, Disability Insurance, and Health Savings Account Expenses. List the monthly expenses in the categories set out in lines a-c below that are reasonably necessary for yourself, your spouse, or your dependents. <table border="1" style="width: 100%;"> <tr> <td>a.</td> <td>Health Insurance</td> <td>\$</td> </tr> <tr> <td>b.</td> <td>Disability Insurance</td> <td>\$</td> </tr> <tr> <td>c.</td> <td>Health Savings Account</td> <td>\$</td> </tr> </table> Total and enter on Line 39 If you do not actually expend this total amount, state your actual total average monthly expenditures in the space below: \$		a.	Health Insurance	\$	b.	Disability Insurance	\$	c.	Health Savings Account	\$	\$
a.	Health Insurance	\$										
b.	Disability Insurance	\$										
c.	Health Savings Account	\$										
40	Continued contributions to the care of household or family members. Enter the total average actual monthly expenses that you will continue to pay for the reasonable and necessary care and support of an elderly, chronically ill, or disabled member of your household or member of your immediate family who is unable to pay for such expenses. Do not include payments listed in Line 34.		\$									
41	Protection against family violence. Enter the total average reasonably necessary monthly expenses that you actually incur to maintain the safety of your family under the Family Violence Prevention and Services Act or other applicable federal law. The nature of these expenses is required to be kept confidential by the court.		\$									
42	Home energy costs. Enter the total average monthly amount, in excess of the allowance specified by IRS Local Standards for Housing and Utilities that you actually expend for home energy costs. You must provide your case trustee with documentation of your actual expenses, and you must demonstrate that the additional amount claimed is reasonable and necessary.		\$									
43	Education expenses for dependent children under 18. Enter the total average monthly expenses that you actually incur, not to exceed \$147.92 per child, for attendance at a private or public elementary or secondary school by your dependent children less than 18 years of age. You must provide your case trustee with documentation of your actual expenses, and you must explain why the amount claimed is reasonable and necessary and not already accounted for in the IRS Standards.		\$									
44	Additional food and clothing expense. Enter the total average monthly amount by which your food and clothing expenses exceed the combined allowances for food and clothing (apparel and services) in the IRS National Standards, not to exceed 5% of those combined allowances. (This information is available at www.usdoj.gov/ist/ or from the clerk of the bankruptcy court.) You must demonstrate that the additional amount claimed is reasonable and necessary.		\$									
45	Charitable contributions. Enter the amount reasonably necessary for you to expend each month on charitable contributions in the form of cash or financial instruments to a charitable organization as defined in 26 U.S.C. § 170(c)(1)-(2). Do not include any amount in excess of 15% of your gross monthly income.		\$									
46	Total Additional Expense Deductions under § 707(b). Enter the total of Lines 39 through 45.		\$									

Subpart C: Deductions for Debt Payment															
47	Future payments on secured claims. For each of your debts that is secured by an interest in property that you own, list the name of creditor, identify the property securing the debt, state the Average Monthly Payment, and check whether the payment includes taxes or insurance. The Average Monthly Payment is the total of all amounts scheduled as contractually due to each Secured Creditor in the 60 months following the filing of the bankruptcy case, divided by 60. If necessary, list additional entries on a separate page. Enter the total of the Average Monthly Payments on Line 47. <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 25%;">Name of Creditor</th> <th style="width: 35%;">Property Securing the Debt</th> <th style="width: 15%;">Average Monthly Payment</th> <th style="width: 25%;">Does payment include taxes or insurance</th> </tr> </thead> <tbody> <tr> <td>a.</td> <td></td> <td>\$</td> <td>☐ Yes ☐ No</td> </tr> <tr> <td colspan="2"></td> <td colspan="2" style="text-align: right;">Total: Add Lines</td> </tr> </tbody> </table>			Name of Creditor	Property Securing the Debt	Average Monthly Payment	Does payment include taxes or insurance	a.		\$	☐ Yes ☐ No			Total: Add Lines	
Name of Creditor	Property Securing the Debt	Average Monthly Payment	Does payment include taxes or insurance												
a.		\$	☐ Yes ☐ No												
		Total: Add Lines													
48	Other payments on secured claims. If any of debts listed in Line 47 are secured by your primary residence, a motor vehicle, or other property necessary for your support or the support of your dependents, you may include in your deduction 1/60th of any amount (the "cure amount") that you must pay the creditor in addition to the payments listed in Line 47, in order to maintain possession of the property. The cure amount would include any sums in default that must be paid in order to avoid repossession or foreclosure. List and total any such amounts in the following chart. If necessary, list additional entries on a separate page. <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 25%;">Name of Creditor</th> <th style="width: 35%;">Property Securing the Debt</th> <th style="width: 40%;">1/60th of the Cure Amount</th> </tr> </thead> <tbody> <tr> <td>a.</td> <td></td> <td>\$</td> </tr> <tr> <td colspan="2"></td> <td style="text-align: right;">Total: Add Lines</td> </tr> </tbody> </table>			Name of Creditor	Property Securing the Debt	1/60th of the Cure Amount	a.		\$			Total: Add Lines			
Name of Creditor	Property Securing the Debt	1/60th of the Cure Amount													
a.		\$													
		Total: Add Lines													
49	Payments on prepetition priority claims. Enter the total amount, divided by 60, of all priority claims, such as priority tax, child support and alimony claims, for which you were liable at the time of your bankruptcy filing. Do not include current obligations, such as those set out in Line 33.														
50	Chapter 13 administrative expenses. Multiply the amount in Line a by the amount in Line b, and enter the resulting administrative expense. <table border="1" style="width: 100%; border-collapse: collapse;"> <tbody> <tr> <td style="width: 5%;">a.</td> <td style="width: 65%;">Projected average monthly Chapter 13 plan payment.</td> <td style="width: 30%;">\$</td> </tr> <tr> <td>b.</td> <td>Current multiplier for your district as determined under schedules issued by the Executive Office for United States Trustees. (This information is available at www.usdoj.gov/ust/ or from the clerk of the bankruptcy court.)</td> <td>x</td> </tr> <tr> <td>c.</td> <td>Average monthly administrative expense of chapter 13 case</td> <td>Total: Multiply Lines a and b</td> </tr> </tbody> </table>			a.	Projected average monthly Chapter 13 plan payment.	\$	b.	Current multiplier for your district as determined under schedules issued by the Executive Office for United States Trustees. (This information is available at www.usdoj.gov/ust/ or from the clerk of the bankruptcy court.)	x	c.	Average monthly administrative expense of chapter 13 case	Total: Multiply Lines a and b			
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c.	Average monthly administrative expense of chapter 13 case	Total: Multiply Lines a and b													
51	Total Deductions for Debt Payment. Enter the total of Lines 47 through 50.														
Subpart D: Total Deductions from Income															
52	Total of all deductions from income. Enter the total of Lines 38, 46, and 51.														
Part V. DETERMINATION OF DISPOSABLE INCOME UNDER § 1325(b)(2)															
53	Total current monthly income. Enter the amount from Line 20.														
54	Support income. Enter the monthly average of any child support payments, foster care payments, or disability payments for a dependent child, reported in Part I, that you received in accordance with applicable nonbankruptcy law, to the extent reasonably necessary to be expended for such child.														
55	Qualified retirement deductions. Enter the monthly total of (a) all amounts withheld by your employer from wages as contributions for qualified retirement plans, as specified in § 541(b)(7) and (b) all required repayments of loans from retirement plans, as specified in § 362(b)(19).														
56	Total of all deductions allowed under § 707(b)(2). Enter the amount from Line 52.														

57	Deduction for special circumstances. If there are special circumstances that justify additional expenses for which there is no reasonable alternative, describe the special circumstances and the resulting expenses in lines a-c below. If necessary, list additional entries on a separate page. Total the expenses and enter the total in Line 57. You must provide your case trustee with documentation of these expenses and you must provide a detailed explanation of the special circumstances that make such expense necessary and reasonable. <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 40%;">Nature of special circumstances</th> <th style="width: 10%;">Amount of Expense</th> </tr> </thead> <tbody> <tr> <td>a.</td> <td>\$</td> </tr> <tr> <td>b.</td> <td>\$</td> </tr> <tr> <td>c.</td> <td>\$</td> </tr> <tr> <td colspan="2" style="text-align: right;">Total: Add Lines</td> </tr> </tbody> </table>		Nature of special circumstances	Amount of Expense	a.	\$	b.	\$	c.	\$	Total: Add Lines		\$		
Nature of special circumstances	Amount of Expense														
a.	\$														
b.	\$														
c.	\$														
Total: Add Lines															
58	Total adjustments to determine disposable income. Add the amounts on Lines 54, 55, 56, and 57 and enter the result.		\$												
59	Monthly Disposable Income Under § 1325(b)(2). Subtract Line 58 from Line 53 and enter the result.		\$												
Part VI. ADDITIONAL EXPENSE CLAIMS															
60	Other Expenses. List and describe any monthly expenses, not otherwise stated in this form, that are required for the health and welfare of you and your family and that you contend should be an additional deduction from your current monthly income under § 707(b)(2)(A)(ii)(I). If necessary, list additional sources on a separate page. All figures should reflect your average monthly expense for each item. Total the expenses. <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 40%;">Expense Description</th> <th style="width: 10%;">Monthly Amount</th> </tr> </thead> <tbody> <tr> <td>a.</td> <td>\$</td> </tr> <tr> <td>b.</td> <td>\$</td> </tr> <tr> <td>c.</td> <td>\$</td> </tr> <tr> <td>d.</td> <td>\$</td> </tr> <tr> <td colspan="2" style="text-align: right;">Total: Add Lines a, b, c and d</td> </tr> </tbody> </table>			Expense Description	Monthly Amount	a.	\$	b.	\$	c.	\$	d.	\$	Total: Add Lines a, b, c and d	
Expense Description	Monthly Amount														
a.	\$														
b.	\$														
c.	\$														
d.	\$														
Total: Add Lines a, b, c and d															
Part VII. VERIFICATION															
61	I declare under penalty of perjury that the information provided in this statement is true and correct. <i>(If this is a joint case, both debtors must sign.)</i> Date: <u>April 20, 2011</u> Signature: <u>/s/ Melissa Jean Marks</u> <u>Melissa Jean Marks</u> (Debtor)														

Current Monthly Income Details for the Debtor

Debtor Income Details:

Income for the Period 10/01/2010 to 03/31/2011.

Line 2 - Gross wages, salary, tips, bonuses, overtime, commissions

Source of Income: Motley Rice, LLC

Income by Month:

5 Months Ago:	10/2010	\$3,335.68
5 Months Ago:	11/2010	\$3,335.67
4 Months Ago:	12/2010	\$4,169.75
3 Months Ago:	01/2011	\$3,507.00
2 Months Ago:	02/2011	\$3,507.00
Last Month:	03/2011	\$3,507.00
Average per month:		\$3,560.35

Remarks:

The debtor receives a paycheck every 2 weeks. In December 2010, she received two paychecks and a Christmas bonus.

Line 2 - Gross wages, salary, tips, bonuses, overtime, commissions

Source of Income: Motley Rice, LLC Christmas Bonus

Income by Month:

6 Months Ago:	10/2010	\$0.00
5 Months Ago:	11/2010	\$0.00
4 Months Ago:	12/2010	\$2,600.00
3 Months Ago:	01/2011	\$0.00
2 Months Ago:	02/2011	\$0.00
Last Month:	03/2011	\$0.00
Average per month:		\$416.67

Remarks:

Debtor received a \$5000 merit bonus in December 2010. It is shown here divided by two to show an accurate impact on her income over the last six months since this is a yearly bonus. The merit bonus fluctuates from year to year, and the bonus in December 2010, was a larger bonus because the debtor's boss made partner at the law firm.

UNITED STATES BANKRUPTCY COURT
DISTRICT OF SOUTH CAROLINA

IN RE:

Melissa Jean Marks
209 Presidential Court
Round O, SC 29474
SSN xxx-xx-6701

DEBTOR

CASE NO: 11-02619
CHAPTER: 13

NOTICE OF PLAN MODIFICATION BEFORE
CONFIRMATION, AMENDED CHAPTER 13
PLAN, MOTIONS TO VALUE SECURITY,
AVOID JUDICIAL LIEN, AVOID A
NONPURCHASE-MONEY, NONPOSSESSORY
SECURITY INTEREST AND LIEN, AND/OR
TO ASSUME OR REJECT AN EXECUTORY
CONTRACT/UNEXPIRED LEASE

I. NOTICE TO AFFECTED CREDITORS AND PARTIES IN INTEREST: The above-captioned debtor¹ previously proposed a chapter 13 plan and motions; debtor now moves, pursuant to 11 U.S.C. § 1323 and Fed. R. Bankr. P. 2002(a)(5), to modify the proposed plan and motions as detailed below:

The debtor's plan is amended to extend the length of the plan in order to resolve Chapter 13 Trustee's objection. No other specific creditor or other party in interest is directly affected by the change.

This modification to the chapter 13 plan and motions, and the remaining terms of the chapter 13 plan and motions set forth below, may affect your rights. Failure to object may constitute an implied acceptance of and consent to the relief requested.

A. ADDITIONS, MODIFICATIONS, OR DELETIONS: All additions or modifications to the Court's form plan (See exhibits to SC LBR 3015-1 and 3015-2, "SC LBR" refers to the SC Local Bankruptcy Rules, available at www.scb.uscourts.gov) are highlighted by italics. Deletions are noted as "Not Applicable" or by striking through the deleted provisions. If changes are substantial or if an alternative plan is proposed, a cover sheet that summarizes and identifies the changes shall be filed and served herewith.

B. DEADLINE FOR FILING OBJECTIONS, NOTICE OF HEARING ON CONFIRMATION OF CHAPTER 13 PLAN AND MOTIONS: Objections to the motions and any provision of the plan must be made in accordance with SC LBR 9014-1, properly served, and filed with the United States Bankruptcy Court, 1100 Laurel Street, Columbia, SC 29201, within twenty-eight (28) days from the date this document is filed. Timely objections will be heard at the confirmation hearing, notice of which is given separately in the Notice of Meeting of Creditors. If a timely objection is filed after the confirmation hearing, a separate hearing on the objection will be scheduled and notice of such a hearing will be given. If no timely objection is filed, the Court, upon recommendation of the chapter 13 trustee and without further hearing or notice, may enter an order confirming the plan and granting the motions.

II. MOTION TO VALUE SECURITY, AVOID JUDICIAL LIEN, AVOID A NONPURCHASEMONEY, NONPOSSESSORY SECURITY INTEREST AND LIEN, AND/OR TO ASSUME OR REJECT AN EXECUTORY CONTRACT/UNEXPIRED LEASE. The debtor requests that confirmation of this plan alter the rights of the following creditor:

A. Nonpossessory, Nonpurchase-Money Lien: The debtor moves, pursuant to 11 U.S.C. § 522(f), to avoid the following nonpossessory, nonpurchase-money security interest and lien in household goods:

Name of creditor and description of property securing lien	Value of Debtor's interest in property	Total of all other liens	Exemption Claimed	Estimated security interest/debt	Security interest Not avoided (see IV(B)(4) below)	Security interest to be avoided (see IV(E) below)
N/A						

B. Judicial Lien: The debtor moves, pursuant to 11 U.S.C. § 522(f), to avoid the following judicial lien:²

¹ When used herein, the term "debtor" shall apply as applicable either in the singular or in the plural, if there are joint debtors in the case.

² For co-owned property, see In re Ware, 274 B.R. 206 (Bankr. D.S.C. 2001) and Exhibit C to SC LBR 4003-2.

Name of creditor and description of property securing lien	Value of Debtor's interest in property	Total of all other liens	Document Claimed	Estimated judicial lien	Judicial lien Not avoided (see IV(B)(4) below)	Judicial lien avoided (see IV(E) below)
N/A						

C. Valuation of Security: The debtor moves, in accordance with 11 U.S.C. § 506, to establish the value of a lien as follows:

Name of creditor and description of property securing lien	Value of Debtor's interest in property	Holder and amount of superior liens	Estimate of creditor's claim	Value of lien (see IV(B)(4) below)	Unsecured claim after valuation (see IV(E) below)
N/A					

D. Assumption or Rejection of Executory Contract/Unexpired Lease: The debtor moves for the assumption of the following executory contract and/or unexpired lease. The debtor agrees to abide by all terms of the agreement and to cure any pre-petition arrearage or default in the manner below. Any executory contract or unexpired lease not specifically mentioned is rejected.

Name of Creditor and lease or contract to be assumed	Amount of regular payment	Estimated amount of Default (state if none)	Cure Provisions for any default paid by (Debtor or trustee)	Regular payments to be paid by Debtor directly to creditor beginning (month/year)
N/A				

III. THE CHAPTER 13 PLAN: PAYMENT OBLIGATIONS OF THE DEBTOR.

A. Payments from the debtor to the chapter 13 trustee (the "trustee"): The debtor submits to the supervision and control of the trustee all or such portion of future earnings or other future income as is necessary for the execution of the plan. In addition, the debtor will pay to the trustee any portion of a recovery under a pre-petition claim or cause of action that constitutes disposable income or is not exempt.

The debtor shall pay to the trustee the sum of \$170.00 per month for a period of 48 months unless all allowed claims (other than long-term claims) are fully paid pursuant to the plan.

B. Payments from the debtor directly to creditors: The debtor shall pay all post-petition priority obligations, including but not limited to taxes and post-petition domestic support, and pay regular payments on assumed executory contracts or leases, directly to the holder of the claim as the obligations come due, unless otherwise ordered by the Court. The debtor may be required to pay some or a portion of pre-petition debts directly to a creditor in addition to required payments to the trustee, as indicated in paragraph II(D) above and/or in the paragraphs that follow.

IV. PLAN DISTRIBUTIONS TO CREDITORS. To receive a distribution from the trustee, a proof of claim, including adequate supporting documentation, must be filed with the Court. If a claim designated in this plan as secured is filed as an unsecured claim and the plan is confirmed, the claim may be treated as unsecured for purposes of plan distributions by the trustee. If a creditor files a proof of claim alleging that the claim is secured, but does not timely object to the confirmation of the plan and the claim is treated as unsecured in a confirmed plan, the claim may be treated as unsecured for purposes of plan distributions by the trustee. Confirmation of this plan does not bar a party in interest from objecting to a claim. The trustee, after the deduction of the trustee's commission and expenses, or the debtor, as indicated, shall make payments as follows:

A. Attorney for the debtor:

1. The debtor and the debtor's attorney have agreed to an attorney's fee in the amount of \$3,000.00 for the services identified in the Rule 2016(b) disclosure statement filed in this case. The amount of \$486.00 was paid prior to the filing of the case. The remaining fee shall be disbursed by the trustee as follows: Following confirmation of the plan and unless the Court orders otherwise, the trustee shall disburse \$500.00 to the attorney from the initial disbursement.³ Thereafter, the balance of the attorney's compensation as allowed by the Court shall be paid, to the extent then due, with all funds remaining each month after payment of allowed secured claims and pre-petition arrearages on domestic support obligations. In instances where an attorney assumes representation in a pending *pro se* case and a plan is confirmed, a separate order may be entered by the Court, without further notice, which allows for the payment of a portion of the attorney's fees in advance of payments

³ The chapter 13 trustee shall not at any time disburse to the debtor's attorney more than: (a) the unpaid balance of (1) the fee to be paid under the plan pursuant to paragraph 1 herein, or (2) the fee previously applied for and authorized pursuant to paragraph 2 herein, plus (b) any supplemental fee then applied for and authorized under the terms of the applicable Procedures for Approval of Attorney's Fees in Chapter 13 Cases.

2. If, as an alternative to the above treatment, the debtor's attorney has received a retainer and cost advance and agreed to file fee applications for compensation and expenses in this case pursuant to 11 U.S.C. § 330, the retainer and cost advance shall be held in trust until fees and expense reimbursements are approved by the Court. Prior to the filing of this case, the attorney has received \$N/A and for plan confirmation purposes only, the fees and expenses of counsel are estimated at \$N/A or less.

B. Secured Creditor Claims: The plan treats secured claims as follows:

1. General Provisions: The terms of the debtor's pre-petition agreement with a secured creditor shall continue to apply except as modified by this plan, the order confirming the plan, or other order of the Court. Holders of secured claims shall retain liens to the extent provided by 11 U.S.C. § 1325(a)(5)(B)(i). Secured creditors paid the full secured claim provided for by this plan shall timely satisfy any liens in the manner required by applicable law or order of this Court. Any creditor holding a claim secured by property that is removed from the protection of the automatic stay by order, surrender, or through operation of the plan will receive no further distribution from the chapter 13 trustee on account of any secured claim. This also applies to creditors who may claim an interest in, or lien on, property that is removed from the protection of the automatic stay by another lienholder or released to another lienholder, unless the Court orders otherwise. Any funds that would have been paid to any such creditor will be distributed according to the remaining terms of the plan. (The preceding language does not apply if the sole reason for its application arises under 11 U.S.C. § 362(c)(3) or (c)(4)). Any creditor affected by this provision may file an itemized proof of claim for any unsecured deficiency within a reasonable time after the removal of the property from the protection of the automatic stay. Secured creditors that will be paid directly by the debtor may send standard payment and escrow notices, payment coupons, or inquiries about insurance, and such action will not be considered a violation of the automatic stay.

2. Long-term or mortgage debt. No default: The debtor is current on obligations to Nationstar Mortgage, LLC and will continue regular payments directly to that creditor. Description of collateral: Detitle mobile home and lot located at 209 Presidential Court, Round O, SC 29474

3. Long term or mortgage debt. Curing default: 11 U.S.C. 1322(b)(3) and/or (5):

a. Arrearage payments. The trustee shall pay the arrearage as stated in the creditor's allowed claim or as otherwise ordered by the Court to N/A at the rate of \$N/A or more per month, for (describe collateral here), including 0% interest. The creditor shall apply trustee payments solely to those designated arrearages, i.e., those arrearages accruing before the month specified in (b) below. For so long as the debtor complies with this plan, a creditor may not declare a default based on any payment delinquency to be cured by this paragraph and the creditor shall not impose any post-petition fee on account of any arrearage paid by the trustee.

b. Maintenance of regular non-arrearage payments. Beginning N/A the Debtor shall pay directly to the creditor non-arrearage payments arising under the agreement with the secured creditor. The creditor shall apply each payment under this paragraph solely to post-petition obligations that accrue during or after the month specified herein.

4. Secured portion of claims altered by valuation and lien avoidance: The trustee shall pay N/A the sum of \$N/A or more per month, including 5.25% interest until the secured claim of \$N/A established above is paid in full. The remaining portion of the allowed claim will be treated as a general unsecured claim.

5. Other secured debts (allowed claim to be paid in full without valuation or avoidance of lien): The trustee shall pay N/A the sum of \$N/A or more per month, including 5.25% interest until the allowed secured claim is paid in full.

The trustee shall pay N/A the sum of \$N/A or more per month, including 5.25% interest until the allowed secured claim is paid in full.

6. Surrender of property: The debtor will surrender the following property upon confirmation of the plan. The order confirming plan shall terminate the automatic stay as to that property: N/A. Any creditor affected by this provision may file an itemized proof of claim for any unsecured deficiency within a reasonable time after the surrender of the property.

7. Secured tax debt: The trustee shall pay N/A the sum of \$N/A or more per month until the (net balance or value) of creditor's secured claim including N/A% interest has been paid. If the lien is to be valued, the debtor shall file a separate

Document Page 4 of 5
motion to value the claim and establish priority for any remaining tax obligations. If a tax priority creditor files a claim designated as secured, is not treated as secured in this paragraph, and does not timely object to confirmation of this plan, then the claim may be paid as a priority claim for purposes of distributions from the trustee.

C. Priority Creditors: Priority claims shall be paid as follows:

1. Domestic Support Claims. 11 U.S.C. § 507(a)(1):

a. Pre-petition arrearages. The trustee shall pay the pre-petition domestic support obligation arrearage to N/A, at the rate of \$N/A or more per month until the balance, without interest, is paid in full.

b. The debtor shall pay all post-petition domestic support obligations as defined in 11 U.S.C. § 101(14A) on a timely basis directly to the creditor.

c. Any party entitled to collect child support or alimony under applicable non-bankruptcy law may collect those obligations coming due after this case was filed from the income or assets of the debtor-parent/spouse without further order or relief from the automatic stay. (Any claim for child support or alimony due before this case was filed must be collected in accordance with 11 U.S.C. § 507(a)(1) and 11 U.S.C. § 1322(a)(2).)

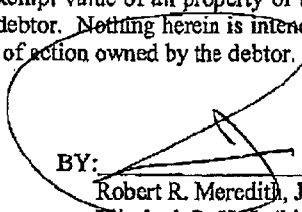
2. Other Priority debt. The trustee shall pay all remaining pre-petition 11 U.S.C. § 507 priority claims on a *pro rata* basis.

D. Executory Contracts and Unexpired Leases: Regular payments that arise post-petition under an executory contract or lease that is being assumed shall be paid directly by the debtor according to the terms of the contract or lease. Pre-petition defaults will be cured by payments of the sum of \$N/A or more per month by the trustee or the debtor according to paragraph II(D). Claims arising from the rejection of executory contracts or leases shall be general unsecured claims unless otherwise ordered by the Court.

E. General Unsecured Creditors: General unsecured creditors shall be paid allowed claims *pro rata* by the trustee to the extent that funds are available after payment of all other allowed claims. The debtor does not propose to pay 100% of general unsecured claims.

V. **PROPERTY OF THE ESTATE, STATUS AND OBLIGATIONS OF THE DEBTOR AFTER CONFIRMATION**: Upon confirmation of the plan, property of the estate will remain property of the estate, but possession of property of the estate shall remain with the debtor. The chapter 13 trustee shall have no responsibility regarding the use or maintenance of property of the estate. The debtor is responsible for protecting the non-exempt value of all property of the estate and for protecting the estate from any liability resulting from operation of a business by the debtor. Nothing herein is intended to waive or affect adversely any rights of the debtor, the trustee, or party with respect to any causes of action owned by the debtor.

Date: Ce/slu

BY: 

Robert R. Meredith, Jr.
Elizabeth R. H. Jenkins
Meredith Law Firm, LLC
Attorneys for Debtors
District Court ID No. 6152
4000 Faber Place Drive, Suite 120
North Charleston, SC 29405
843-529-9000

CERTIFICATE OF SERVICE

The above signing parties certify that the foregoing Notice, Plan and Motions was served on all creditors and parties in interest entitled to such notice on the above stated date. The parties served are individually listed on the accompanying list or mailing matrix.

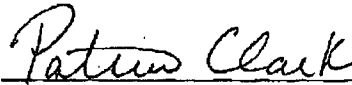
VIA US MAIL

Melissa Jean Marks
209 Presidential Court
Round O, SC 29474

ELECTRONICALLY

James M. Wyman, Esquire
Chapter 13 Trustee
PO Box 997
Mt. Pleasant, SC 29465-0997

Date: 6/8/11



Patricia Clark, Legal Assistant to
Robert R. Meredith, Jr.
Elizabeth R. H. Jenkins
Meredith Law Firm, LLC
Attorneys for Debtor
District Court ID No. 6152
4000 Faber Place Drive, Suite 120
North Charleston, SC 29405
843-529-9000

United States Bankruptcy Court – District of South Carolina
J. Bratton Davis United States
Bankruptcy Courthouse
1100 Laurel Street
Columbia, SC 29201-2423

Case Number: 11-02619-jw

Chapter: 13

In re: (Debtor(s) name(s) used by the debtor(s) in the last 8 years, including married, maiden, trade, and address)

Melissa Jean Marks
aka Melissa Jean Tanner
209 Presidential Ct
Round O, SC 29474

SSN: xxx-xx-6701

Entered By The Court
6/21/11

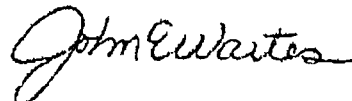
ORDER CONFIRMING PLAN AND RESOLVING MOTIONS

Filed By The Court
6/21/11
Tammi M. Hallwig
Clerk of Court
US Bankruptcy Court

It having been determined after notice and hearing that the plan filed by the debtor(s)¹ on 06/08/2011, as modified on N/A, complies with the provisions of Chapter 13 (11 U.S.C. § 1301 et seq.), and with all other applicable provisions of Title 11 of the United States Code and that all fees and charges to be paid before confirmation have been paid;

IT IS ORDERED THAT:

1. The plan is confirmed.
2. The debtor shall not incur indebtedness nor sell, encumber, or otherwise transfer any interest in estate property outside the ordinary course of business without approval of the court.
3. The court hereby values secured claims and voids liens as set forth in the confirmed plan or as established by separate order to the extent permitted by 11 U.S.C. § 506 (a), 506(d), § 1325(a), and applicable law.
4. Pursuant to 11 U.S.C. § 522(f)(1)(A) and/or (B), the court hereby finds that the security interests to be avoided as set forth in the confirmed plan or by separate order impair an exemption to which the debtor would otherwise be entitled under 11 U.S.C. § 522(b) and South Carolina Code § 15-41-30 and are, therefore, avoided.



Chief United States Bankruptcy Judge

Date: June 21, 2011

Document 12 - 3, 9

¹ When used herein, the term "debtor" shall apply as applicable either in the singular or in the plural, if there are joint debtors in the case.

UNITED STATES BANKRUPTCY COURT
DISTRICT OF SOUTH CAROLINA

IN RE:

Melissa Jean Marks
209 Presidential Court
Round O, SC 29474
SSN xxx-xx-6701

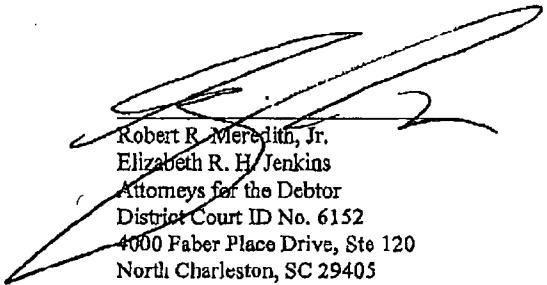
DEBTORS.

CASE NO: 11-02619-jw

CHAPTER 13

STATEMENT OF CHANGE

The debtor in the above-captioned case hereby amends Schedules B and C by substituting the attached amended schedule for those originally filed, pursuant to Fed. R. Bankr. P. 1009. Schedule B is amended to include the debtor's newly discovered claim against Old South Mortgage. Schedule C is amended to exempt that claim.



Robert R. Meredith, Jr.
Elizabeth R. H. Jenkins
Attorneys for the Debtor
District Court ID No. 6152
4000 Faber Place Drive, Ste 120
North Charleston, SC 29405
843-529-9000

Date: 5/29/12

In re Melissa Jean MarksCase No. 11-02619Debtor**SCHEDULE B - PERSONAL PROPERTY - AMENDED**

Except as directed below, list all personal property of the debtor of whatever kind. If the debtor has no property in one or more of the categories, place an "x" in the appropriate position in the column labeled "None." If additional space is needed in any category, attach a separate sheet properly identified with the case name, case number, and the number of the category. If the debtor is married, state whether husband, wife, both, or the marital community own the property by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the debtor is an individual or a joint petition is filed, state the amount of any exemptions claimed only in Schedule C - Property Claimed as Exempt.

Do not list interests in executory contracts and unexpired leases on this schedule. List them in Schedule G - Executory Contracts and Unexpired Leases.

If the property is being held for the debtor by someone else, state that person's name and address under "Description and Location of Property." If the property is being held for a minor child, simply state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
1. Cash on hand		Cash	-	1,000.00
2. Checking, savings or other financial accounts, certificates of deposit, or shares in banks, savings and loan, thrift, building and loan, and homestead associations, or credit unions, brokerage houses, or cooperatives.		Navy Federal Credit Union Checking Acct #7715	-	1,152.08
		Navy Federal Credit Union Savings Acct #7103	-	40.37
		ING Savings Acct #5317	-	31.02
		Wachovia Checking Acct #0753	-	33.39
3. Security deposits with public utilities, telephone companies, landlords, and others.	X			
4. Household goods and furnishings, including audio, video, and computer equipment.		Personal Items Kitchenware Stove Refrigerator Freezer Washing Machine Dryer Living Room Furniture Den Furniture Bedroom Furniture Dining Room Furniture Lawn Furniture Televisions(3) Stereo Radio Musical Instrument Lawn Mower Yard Tools Computer Work Tools	-	3,870.00

Sub-Total > 6,126.86
(Total of this page)

3 continuation sheets attached to the Schedule of Personal Property

In re Melissa Jean MarksCase No. 11-02619

Debtor

SCHEDULE B - PERSONAL PROPERTY - AMENDED
(Continuation Sheet)

Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
5. Books, pictures and other art objects, antiques, stamp, coin, record, tape, compact disc, and other collections or collectibles.		Books	-	150.00
		Household prints	-	50.00
		Knick knock figurines	-	200.00
		Compact Disks	-	200.00
6. Wearing apparel.		Clothing	-	800.00
7. Furs and jewelry.		Rings	-	300.00
		Necklaces		
		Earrings		
8. Firearms and sports, photographic, and other hobby equipment.		Treadmill	-	150.00
		Free weights	-	25.00
		Digital camera	-	50.00
		Glock	-	300.00
		.22 rifle	-	250.00
9. Interests in insurance policies. Name insurance company of each policy and itemize surrender or refund value of each.		Term life insurance (2)	-	2.00
10. Annuities. Itemize and name each issuer.	X			
11. Interests in an education IRA as defined in 26 U.S.C. § 530(b)(1) or under a qualified State tuition plan as defined in 26 U.S.C. § 529(b)(1). Give particulars. (File separately the record(s) of any such interest(s). 11 U.S.C. § 521(c).)	X			
12. Interests in IRA, ERISA, Keogh, or other pension or profit sharing plans. Give particulars.		401(k)	-	4,789.67
13. Stock and interests in incorporated and unincorporated businesses. Itemize.	X			

Sub-Total > 7,266.67
(Total of this page)

Sheet 1 of 3 continuation sheets attached
to the Schedule of Personal Property

In re Melissa Jean MarksCase No. 11-02619

Debtor

SCHEDULE B - PERSONAL PROPERTY - AMENDED
(Continuation Sheet)

Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
14. Interests in partnerships or joint ventures. Itemize.	X			
15. Government and corporate bonds and other negotiable and nonnegotiable instruments.	X			
16. Accounts receivable.	X			
17. Alimony, maintenance, support, and property settlements to which the debtor is or may be entitled. Give particulars.	X			
18. Other liquidated debts owed to debtor including tax refunds. Give particulars.		2010 taxes filed and refund received in the amount of \$1,416.00 for federal, and \$500.00 for state. The debtor used the refund to pay attorney's fees and household expenses.	-	0.00
19. Equitable or future interests, life estates, and rights or powers exercisable for the benefit of the debtor other than those listed in Schedule A - Real Property.	X			
20. Contingent and noncontingent interests in estate of a decedent, death benefit plan, life insurance policy, or trust.		Pending state court action against Old South Mortgage (The debtor recently discovered what she believes to be a challenge to the validity of her original mortgage. She filed a pro se action in state court seeking a declaratory judgment and injunctive relief to invalidate the mortgage on her property located at 209 Presidential Court, Round O., SC 29474. The case is currently pending in Colleton County Court of Common Pleas.)	-	1.00
21. Other contingent and unliquidated claims of every nature, including tax refunds, counterclaims of the debtor, and rights to setoff claims. Give estimated value of each.	X			
22. Patents, copyrights, and other intellectual property. Give particulars.	X			
23. Licenses, franchises, and other general intangibles. Give particulars.	X			

Sub-Total > 1.00
(Total of this page)

Sheet 2 of 3 continuation sheets attached
to the Schedule of Personal Property

In re Melissa Jean MarksCase No. 11-02619

Debtor

SCHEDULE B - PERSONAL PROPERTY - AMENDED
(Continuation Sheet)

Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
24. Customer lists or other compilations containing personally identifiable information (as defined in 11 U.S.C. § 101(41A)) provided to the debtor by individuals in connection with obtaining a product or service from the debtor primarily for personal, family, or household purposes.	X			
25. Automobiles, trucks, trailers, and other vehicles and accessories.		2002 Chevrolet Cavalier VIN 1G1JC524927370438 Mileage 154,945 (No lien)	-	1,725.00
		1994 Mercury Cougar VIN 1MELM6246RH608610 Mileage 200,000 (No lien)	-	625.00
		Open Utility Trailer 4'x3.4'	-	100.00
26. Boats, motors, and accessories.	X			
27. Aircraft and accessories.	X			
28. Office equipment, furnishings, and supplies.		Desk Bookshelf Chair	-	200.00
29. Machinery, fixtures, equipment, and supplies used in business.	X			
30. Inventory.	X			
31. Animals.		Cats (2)	-	50.00
32. Crops - growing or harvested. Give particulars.	X			
33. Farming equipment and implements.	X			
34. Farm supplies, chemicals, and feed.	X			
35. Other personal property of any kind not already listed. Itemize.	X			
Sub-Total >				2,700.00
(Total of this page)				
Total >				16,094.53

(Report also on Summary of Schedules)

Sheet 3 of 3 continuation sheets attached
to the Schedule of Personal Property

In re Melissa Jean MarksCase No. 11-02618

Debtor

SCHEDULE C - PROPERTY CLAIMED AS EXEMPT - AMENDEDDebtor claims the exemptions to which debtor is entitled under:
(Check one box)

- ☐ 11 U.S.C. §522(b)(2)
☒ 11 U.S.C. §522(b)(3)

☐ Check if debtor claims a homestead exemption that exceeds
 \$146,450. (Amount subject to adjustment on 4/1/13, and every three years thereafter
 with respect to cases commenced on or after the date of adjustment.)

Description of Property	Specify Law Providing Each Exemption	Value of Claimed Exemption	Current Value of Property Without Deducting Exemption
Real Property			
Debbie Mobile Home and Lot located at 209 Presidential Court Round O, SC 29474	S.C. Code Ann. § 15-41-30(A)(1)	45,000.00	80,000.00
Pin #188-00-00-147.00 (The debtor purchased this home for \$80,000 in 2007. The debtor is informed and believes if she were to sell this property she could receive approximately \$80,000, based on the current housing market.) Tax Assessment Value \$79,300			
Cash on Hand			
Cash	S.C. Code Ann. § 15-41-30(A)(7) Unused portion of homestead exemption	1,000.00	1,000.00
Checking, Savings, or Other Financial Accounts, Certificates of Deposit			
Navy Federal Credit Union Checking Acct #7715	S.C. Code Ann. § 15-41-30(A)(7) Unused portion of homestead exemption	1,152.08	1,152.08
Navy Federal Credit Union Savings Acct #7103	S.C. Code Ann. § 15-41-30(A)(7) Unused portion of homestead exemption	40.37	40.37
ING Savings Acct #5317	S.C. Code Ann. § 15-41-30(A)(7) Unused portion of homestead exemption	31.02	31.02
Wachovia Checking Acct #0753	S.C. Code Ann. § 15-41-30(A)(7) Unused portion of homestead exemption	33.39	33.39

3 continuation sheets attached to Schedule of Property Claimed as Exempt

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Best Case Bankruptcy

In re Melissa Jean MarksCase No. 11-02619Debtor**SCHEDULE C - PROPERTY CLAIMED AS EXEMPT - AMENDED**
(Continuation Sheet)

Description of Property	Specify Law Providing Each Exemption	Value of Claimed Exemption	Current Value of Property Without Deducting Exemption
<u>Household Goods and Furnishings</u>			
Personal Items	S.C. Code Ann. § 15-41-30(A)(3)	3,870.00	3,870.00
Kitchenware			
Stove			
Refrigerator			
Freezer			
Washing Machine			
Dryer			
Living Room Furniture			
Den Furniture			
Bedroom Furniture			
Dining Room Furniture			
Lawn Furniture			
Televisions(3)			
Stereo			
Radio			
Musical Instrument			
Lawn Mower			
Yard Tools			
Computer			
Work Tools			
<u>Books, Pictures and Other Art Objects; Collectibles</u>			
Books	S.C. Code Ann. § 15-41-30(A)(3)	150.00	150.00
Household prints	S.C. Code Ann. § 15-41-30(A)(3)	50.00	50.00
Knick knack figurines	S.C. Code Ann. § 15-41-30(A)(3)	200.00	200.00
Compact Disks	S.C. Code Ann. § 15-41-30(A)(7) Unused portion of homestead exemption	200.00	200.00
<u>Wearing Apparel</u>			
Clothing	S.C. Code Ann. § 15-41-30(A)(7) Unused portion of jewelry exemption	750.00	800.00
	S.C. Code Ann. § 15-41-30(A)(7) Unused portion of homestead exemption	50.00	
<u>Furs and Jewelry</u>			
Rings	S.C. Code Ann. § 15-41-30(A)(4)	300.00	300.00
Necklaces			
Earrings			
<u>Firearms and Sports, Photographic and Other Hobby Equipment</u>			
Treadmill	S.C. Code Ann. § 15-41-30(A)(7) Unused portion of homestead exemption	150.00	150.00
Free weights	S.C. Code Ann. § 15-41-30(A)(7) Unused portion of homestead exemption	25.00	25.00

Sheet 1 of 3 continuation sheets attached to the Schedule of Property Claimed as Exempt

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Best Case Bankruptcy

In re Melissa Jean MarksCase No. 11-02619Debtor**SCHEDULE C - PROPERTY CLAIMED AS EXEMPT - AMENDED**
(Continuation Sheet)

Description of Property	Specify Law Providing Each Exemption	Value of Claimed Exemption	Current Value of Property Without Deducting Exemption
Digital camera	S.C. Code Ann. § 15-41-30(A)(7) Unused portion of homestead exemption	50.00	50.00
Glock	S.C. Code Ann. § 15-41-30(A)(7) Unused portion of homestead exemption	300.00	300.00
.22 rifle	S.C. Code Ann. § 15-41-30(A)(7) Unused portion of homestead exemption	250.00	250.00
<u>Interests in Insurance Policies</u> Term life Insurance (2)	S.C. Code Ann. § 15-41-30(A)(8)	2.00	2.00
<u>Interests in IRA, ERISA, Keogh, or Other Pension or Profit Sharing Plans</u> 401(k)	S.C. Code Ann. § 9-1-1680	4,789.67	4,789.67
<u>Contingent and Non-contingent Interests in Estate of a Decedent</u> Pending state court action against Old South Mortgage	S.C. Code Ann. § 15-41-30(A)(7) Unused portion of homestead exemption	1.00	1.00
(The debtor recently discovered what she believes to be a challenge to the validity of her original mortgage. She filed a pro se action in state court seeking a declaratory judgment and injunctive relief to invalidate the mortgage on her property located at 209 Presidential Court, Round O., SC 29474. The case is currently pending in Colleton County Court of Common Pleas.)			
<u>Automobiles, Trucks, Trailers, and Other Vehicles</u> 2002 Chevrolet Cavalier VIN 1G1JC524927370438 Mileage 154,945 (No lien)	S.C. Code Ann. § 15-41-30(A)(2)	5,350.00	1,725.00
1994 Mercury Cougar VIN 1MELM6246RH608610 Mileage 200,000 (No lien)	S.C. Code Ann. § 15-41-30(A)(7) Unused portion of homestead exemption	950.00	625.00
Open Utility Trailer 4'x3.4'	S.C. Code Ann. § 15-41-30(A)(7) Unused portion of homestead exemption	100.00	100.00
<u>Office Equipment, Furnishings and Supplies</u> Desk Bookshelf Chair	S.C. Code Ann. § 15-41-30(A)(7) Unused portion of homestead exemption	200.00	200.00

In re Melissa Jean MarksCase No. 11-02619Debtor**SCHEDULE C - PROPERTY CLAIMED AS EXEMPT - AMENDED**
(Continuation Sheet)

Description of Property	Specify Law Providing Each Exemption	Value of Claimed Exemption	Current Value of Property Without Deducting Exemption
<u>Animals</u> Cats (2)	S.C. Code Ann. § 15-41-30(A)(7) Unused portion of homestead exemption	50.00	50.00

Sheet 3 of 3 continuation sheets attached to the Schedule of Property Claimed as Exempt

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Total: 65,044.53 96,094.53

Best Case Bankruptcy

United States Bankruptcy Court
District of South Carolina

In re Melissa Jean Marks

Debtor(s)

Case No. 11-02619

Chapter 13

DECLARATION CONCERNING DEBTOR'S SCHEDULES - AMENDED

DECLARATION UNDER PENALTY OF PERJURY BY INDIVIDUAL DEBTOR

I declare under penalty of perjury that I have read the foregoing summary and schedules, consisting of 22 sheets, and that they are true and correct to the best of my knowledge, information, and belief.

Date

5/29/2012

Signature

Melissa Jean Marks
Melissa Jean Marks
Debtor

Penalty for making a false statement or concealing property: Fine of up to \$500,000 or imprisonment for up to 5 years or both.
18 U.S.C. §§ 152 and 3571.

UNITED STATE BANKRUPTCY COURT
DISTRICT OF SOUTH CAROLINA

IN RE:

Melissa Jean Marks
209 Presidential Court
Round O, SC 29474
SSN xxx-xx-6701

DEBTORS.

CASE NO: 11-02619-jw

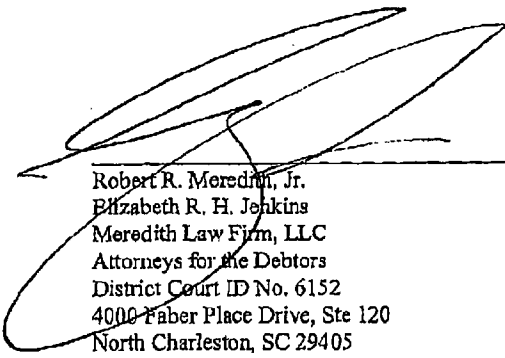
CHAPTER 13

CERTIFICATE OF SERVICE

I hereby certify that a copy of the within Schedules B and C were duly served electronically upon the parties named below through CM/ECF pursuant to Operating Order 04-11, on this date.

ELECTRONICALLY

James M. Wyman
Chapter 13 Trustee
PO Box 997
Mt. Pleasant, SC 29465-0997



Robert R. Meredith, Jr.
Elizabeth R. H. Jenkins
Meredith Law Firm, LLC
Attorneys for the Debtors
District Court ID No. 6152
4000 Faber Place Drive, Ste 120
North Charleston, SC 29405
843-529-9000

Date:

5/29/12

B 10 (Supplement 2) (12/11)

UNITED STATES BANKRUPTCY COURT

The _____ District of South Carolina

In re Melissa Jean Marks
Debtor

Case No. 11-02619-JEW

Chapter 13

Notice of Postpetition Mortgage Fees, Expenses, and Charges

If you hold a claim secured by a security interest in the debtor's principal residence, you must use this form to give notice of any postpetition fees, expenses, and charges that you assert are recoverable against the debtor or against the debtor's principal residence. File this form as a supplement to your proof of claim. See Bankruptcy Rule 3002.1.

Name of creditor: Nationstar Mortgage, LLC

Court claim no. (if known): 2-1

Last four digits of any number you use to identify the debtor's account:

6 9 5 9

Does this notice supplement a prior notice of postpetition fees, expenses, and charges?

☒ No

☐ Yes. Date of the last notice: / /

Part 1: Itemize Postpetition Fees, Expenses, and Charges

Itemize the fees, expenses, and charges incurred on the debtor's mortgage account after the petition was filed. Do not include any escrow account disbursements or any amounts previously itemized in a notice filed in this case or ruled on by the bankruptcy court.

Description	Dates Incurred	Amount
1. Late charges		(1) \$ _____
2. Non-sufficient funds (NSF) fees		(2) \$ _____
3. Attorney fees	<u>5/3/12 - 11/6/12 *</u>	(3) \$ <u>19,417.50</u>
4. Filing fees and court costs	<u>5/31/12 (Motion to Intervene)</u>	(4) \$ <u>25.00</u>
5. Bankruptcy/Proof of claim fees		(5) \$ _____
6. Appraisal/Broker's price opinion fees		(6) \$ _____
7. Property inspection fees		(7) \$ _____
8. Tax advances (non-escrow)		(8) \$ _____
9. Insurance advances (non-escrow)		(9) \$ _____
10. Property preservation expenses. Specify: _____		(10) \$ _____
11. Other. Specify: <u>Mileage for travel to hearings</u>	<u>5/17/12; 7/18/12</u>	(11) \$ <u>234.29</u>
12. Other. Specify: <u>Copy charges</u>	<u>7/17/12</u>	(12) \$ <u>49.80</u>
13. Other. Specify: <u>Federal Express Fee</u>	<u>10/8/12</u>	(13) \$ <u>14.93</u>
14. Other. Specify: _____		(14) \$ _____

The debtor or trustee may challenge whether the fees, expenses, and charges you listed are required to be paid. See 11 U.S.C. § 1322(b)(5) and Bankruptcy Rule 3002.1.

* The attorneys' fees reflected herein have been incurred pursuant to Paragraph 9 of the mortgage in connection with a postpetition state court action brought by Debtor, and are therefore recoverable (Marks v. Old South Mortgage Corp. et al, 12-CP-15-262). Although these fees and costs have not yet been submitted to the court for approval because the case is still ongoing, this Notice is being filed for informational purposes and to comply with Rule 3002.1.

B 10 (Supplement 2) (12/11)

Page 2

Part 2: Sign Here

The person completing this Notice must sign it. Sign and print your name and your title, if any, and state your address and telephone number if different from the notice address listed on the proof of claim to which this Supplement applies.

Check the appropriate box.

- ☐ I am the creditor.
☐ I am the creditor's authorized agent. (Attach copy of power of attorney, if any.)

I declare under penalty of perjury that the information provided in this Notice is true and correct to the best of my knowledge, information, and reasonable belief.

X s/Harriet Pollitt Wallace

Date 11, 07, 2012

Signature

Print: Harriet Pollitt Wallace (ID #10451)

Title Attorney for Nationstar Mortgage, LLC

First Name Middle Name Last Name

Company Rogers Townsend & Thomas, P.C.

Address P.O. Box 100200

Number Street
Columbia, SC 29202

City State ZIP Code

Contact phone (803) 744- 1846

Email Harriet.Wallace@rtt-law.com

UNITED STATES BANKRUPTCY COURT FOR THE
DISTRICT OF SOUTH CAROLINA

IN RE:

Melissa Jeans Marks aka Melissa Jean Tanner,

Debtor(s).

CHAPTER 13
CASE NO.: 11-02619-jw
CERTIFICATE OF SERVICE

501904-1 HPW

I, the undersigned employee of ROGERS TOWNSEND & THOMAS, PC, do hereby certify that on November 7, 2012, a copy of the Notice of Postpetition Mortgage Fees, Expenses, and Charges were mailed electronically and by U.S. Mail, postage prepaid, to the parties listed below:

Robert R. Meredith, Jr., Esquire
4000 Faber Place Drive
Suite 120
N. Charleston, SC 29405

Melissa Jean Marks
209 Presidential Court
Round O, SC 29474

James M. Wyman, Esquire
Post Office Box 997
Mount Pleasant, SC 29465-0997

ROGERS TOWNSEND & THOMAS, PC

/s/ Missie Wessinger
Missie Wessinger
Paralegal to Harriet Pollitt Wallace (#10451)

Post Office Box 100200
Columbia, SC 29202-3200
(803) 771-7900

November 7, 2012

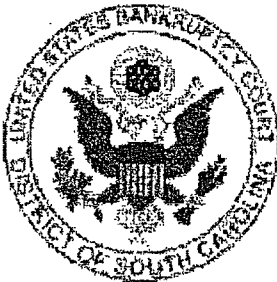
U.S. BANKRUPTCY COURT
District of South Carolina

Case Number: 11-02619-jw

Order Modifying Stay

The relief set forth on the following pages, for a total of 2 pages including this page, is hereby **ORDERED**.

FILED BY THE COURT
05/25/2012



Entered: 05/25/2012

A handwritten signature in cursive script, reading "John E. Waites".

Chief US Bankruptcy Judge
District of South Carolina

UNITED STATES BANKRUPTCY COURT FOR THE
DISTRICT OF SOUTH CAROLINA

IN RE:

Melissa Jean Marks aka Melissa Jean
Tanner,

DEBTOR(S).

CHAPTER 13
CASE NO.: 11-02619-jw

ORDER MODIFYING STAY

This matter comes before the Court upon motion of Nationstar Mortgage ("Movant"), seeking relief from the automatic stay for the limited purpose of being able to intervene in and defend state court litigation filed by Debtor *pro se* against Old South Mortgage Corporation, John Does 1-100, and Fictitious Corporations, 1-100, in Colleton County Court of Common Pleas, 2012-CP-15-262.

It is not disputed by either the Debtor or the Movant that Debtor is current on her post-petition payments to Movant, and in fact, Debtor was current on the loan payments when the bankruptcy was filed. However, Movant would be prejudiced if Debtor were granted the relief she is seeking in the State Court Action unless Movant is allowed to intervene and asserts its rights to the mortgage and underlying obligation in such action.

NOW THEREFORE, upon motion of Movant, it is hereby

ORDERED THAT:

The stay pursuant to 11 U.S.C. §362 is lifted to the extent necessary to allow Movant to appear, intervene and otherwise defend State Court Action 2012-CP-15-262. Movant is otherwise still bound by the automatic stay.

CERTIFICATE OF SERVICE BY MAIL
Civil Action # 12-CP-15-262

I, Missie Wessinger, an employee for the law firm of Rogers Townsend & Thomas, PC,
do hereby certify that I have on served a copy of the following upon counsel of record and
parties in interest by U.S. Mail, postage prepaid, on March 15, 2013, at the following addresses:

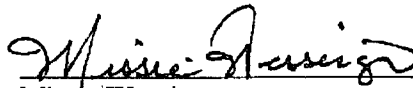
Document Served:

Defendant Nationstar Mortgage, LLC's Notice of and Motion for Judgment on the Pleadings, or
in the Alternative, Motion for Summary Judgment

Counsel/Parties Served:

Melissa J. Marks
209 Presidential Court
Round O, SC 29474

John F. Knobloch, Esquire
King & Knobloch, P.C.
808 Johnnie Dodds Blvd.
Mt. Pleasant, SC 29464


Missie Wessinger