

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

RECEIVED

AUG 11 2014

SC Court of Appeals

73177

Melissa Jean Marks,Appellant,

v.

Nationstar Mortgage, LLC,Respondent.

APPELLANT'S MOTION FOR LEAVE TO SUBMIT SUPPLEMENTAL
RECORD ON APPEAL AND MEMORANDUM IN SUPPORT

NOW COMES the undersigned pro se Appellant and respectfully moves this Honorable Court pursuant to Rule 212, SCACR for leave to submit an Appendix to the Record on Appeal, which is attached hereto as Exhibit A (the "Appendix") and is incorporated herein by reference, for the good grounds and just cause explained as follows.

1. As a result of Appellant's persistence in following up with her bankruptcy counsel, and in consideration of the dismissal of Appellant's state court action and pending appeal before this Court and of Respondent's pending bankruptcy notices of a potential claim against Appellant for attorney fees and costs in the sum total of about \$90,000, Appellant's counsel recommended and filed an Amended Chapter 13 Plan and amended bankruptcy Schedules B and C on Appellant's behalf in her pending bankruptcy case in April this year.

2. These and other recent filings and proceedings in the bankruptcy court have substantially changed the material facts and circumstances under which the state court based its decision to grant the intervening Respondent's motion for summary judgment, to deny Appellant's motion to dismiss Respondent for lack of standing and other good grounds and just cause shown, and to dismiss Appellant's state court action without considering or making a ruling on the merits of the case she had brought against Old South Mortgage.

3. As more fully explained below, these recent proceedings in the bankruptcy court clarify for everyone that Respondent did not have any factual or legal basis to claim that *judicial estoppel* and *res judicata* bar any of Appellant's causes of action related to the subject mortgage based upon her previous filings in her pending bankruptcy case and bankruptcy law.

4. As this Court will see in the Appendix, although Appellant had reported the state court action to the bankruptcy court in amended Schedules B and C in 2012, Appellant updated and clarified in more detail her potential claims against the mortgage companies and counsel in her recent Statement of Change and amended bankruptcy Schedules B and C. Appendix, pp. 20; 23; 28.

5. In addition, Appellant included new language in her Amended Chapter 13 Plan at Section IV, B.2, which now reads as follows: "The debtor disputes the validity of Nationstar Mortgage, LLC's claim in this case. The debtor is current on obligations to Nationstar Mortgage, LLC and will continue regular payments directly to Nationstar Mortgage, LLC pending the outcome of the State Court action. The debtor's State Court action disputes the validity of Nationstar's claims. Description of collateral: Detitled mobile home and lot located at 209 Presidential Court, Round O, SC 29474." Appendix, p. 37.

6. The bankruptcy court and the trustee did not object to Appellant's amended

Schedules B and C within 30 days, so they are deemed accepted by the court as a matter of law.

7. On May 22, 2014, Appellant's counsel filed a corrected Amended Chapter 13 Plan to address Respondent's objection to her previous filings, and that plan was confirmed by the bankruptcy court by Orders entered on June 30, 2014, and July 7, 2014. These Orders, as well as the other pertinent, related bankruptcy court documents are included in the Appendix.

8. Consequently, Appellant's May 22, 2014 Chapter 13 Plan (the "Amended Plan") is currently in full force and effect as a matter of law, and the time for filing an appeal has expired with no appeal having been filed to the best of Appellant's knowledge and belief.

9. In consideration of Respondent's objections, Appellant's counsel filed corrections that were included in the Amended Plan to add clarification and correct typographical errors, including a correction citing to the statute in the U.S. Bankruptcy Code that permits post-confirmation modifications to the plan, 11 U.S.C. § 1329.

10. Nevertheless, Respondent insisted on having its objection heard and decided by the bankruptcy court, so a joint statement of dispute was filed and a hearing was later held on June 12, 2014, to consider Respondent's objection to the Amended Plan.

11. During this hearing, Respondent admitted to the bankruptcy court that Appellant did not know she might have a claim until after her previous bankruptcy plan had been confirmed and it does not dispute that, which is a reversal of the position Respondent argued to the state court to obtain dismissal of Appellant's case on the grounds of *judicial estoppel* and *res judicata* based on her previous bankruptcy filings. Appendix, pp. 55-56, lines 24-25; 1-2; p. 60, lines 1-8.

12. The only way those doctrines could potentially be lawfully applied to bar Appellant's causes of action in state court is if Appellant herself had full knowledge and

understanding of all relevant, material facts and a legal basis for a claim related to the subject mortgage prior to filing her initial bankruptcy schedules and prior to confirmation of her initial bankruptcy plan. The record shows Appellant did not have such prior knowledge, and Respondent has recently admitted that fact before the bankruptcy court.

13. Respondent also claimed during the recent hearing before the bankruptcy court that it became the holder of the subject note and mortgage in 2013 without offering any further explanation or proof of exactly when, how or why. In fact, Respondent's counsel admitted he was not sure when Respondent was the holder but believes it was "back in 2013." Appendix, p. 55, lines 4-15.

14. However, Appellant obtained information on July 29, 2014 showing Fannie Mae is still claiming to own the subject mortgage, and since she had never defaulted in making her payments, she does not believe that all the rights and interests in the subject note and mortgage were ever lawfully, contractually or intentionally transferred to Respondent. Appendix, p. 65.

15. In any event, Respondent's recent admission to the bankruptcy court supports Appellant's position that Respondent had submitted false claims to her and the courts and therefore lacked standing to intervene and oppose her state court action against Old South Mortgage because Respondent was not the holder of the subject note and mortgage on or before the dates she filed her bankruptcy and state cases in April 2011 and April 2012 respectively.

16. After considering Appellant's submissions and Respondent's admissions during the hearing, the bankruptcy court determined it was neither right nor fair that Respondent had obtained summary judgment dismissal of Appellant's state court action based on her previous bankruptcy filings, so the court overruled Respondent's objection and confirmed her Amended

Plan. Appendix, pp. 60-61, lines 14-25; 1-7.¹

17. In fact, the Order overruling Respondent's objection states in pertinent part, "The debtor also expressed her concern that denial of confirmation could prejudice her right to appeal the State Court decision by allowing Nationstar to claim judicial estoppel and/or res judicata of the debtor's originally confirmed plan which listed Nationstar as the secured creditor. [...] After arguments from counsel for the debtor and counsel for Nationstar, the Court finds that it would be inequitable to foreclose the debtor's opportunity to pursue her rights in State Court against Nationstar." Appendix, p. 6.

18. In addition, during the hearing, the bankruptcy court stated, "I'm thinking that, you know, when you – if this is an issue that's being considered in a parallel court proceeding, you know, it's hard for those judges to know – unless there's a writing." Appendix, p. 62, lines 5-9.

19. Therefore, the bankruptcy court decided to issue these recent orders to clarify for the state courts and the parties that Appellant's previous bankruptcy filings cannot be properly used against her in state court to bar her pending causes of action because she lacked prior knowledge and had notified the bankruptcy court back in 2012 of her pending state court action.

20. To put these recent events in proper context, while Appellant's state court action was proceeding, Appellant and her bankruptcy counsel discussed it, and they both believed the state court was being misled by Respondent's counsel's misunderstandings and misapplications of bankruptcy law and issuing erroneous rulings in Respondent's favor as a result.

21. Therefore, Appellant moved for a temporary stay of her state court action so she would have ample time to file pleadings and obtain an order from the bankruptcy court clarifying

¹ Appellant was present at the hearing and believes Judge Waites said, "Well, I don't think that's fair." Appendix, p. 60, line 24.


that Appellant has standing to bring the case in state court and that her causes of action are not barred by *judicial estoppel* or *res judicata* based on any of her bankruptcy filings or bankruptcy law because she lacked prior knowledge. Since Respondent opposed it, the court denied Appellant's motion for stay by Order entered on May 9, 2013. Appendix, pp. 2-3.

22. Consequently, Appellant was left with no practical option but to continue to prosecute her state case without the benefit of a clarifying order from the bankruptcy court, until recently when her bankruptcy counsel decided to pursue such an order on her behalf.

WHEREFORE, in consideration of the recent proceedings in Appellant's pending bankruptcy court case and of the resulting substantial material changes, she respectfully requests leave to submit the attached Appendix to the Record on Appeal for this Court's consideration.

Respectfully submitted,

August 8, 2014



Melissa Jean Marks
209 Presidential Court
Round O, SC 29474
(843) 599-3156
mjmarks68@hotmail.com

Appellant/Plaintiff *Pro Se*

EXHIBIT A

PROPOSED APPENDIX TO THE RECORD ON APPEAL

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,

v.

Nationstar Mortgage, LLC,Respondent.

APPENDIX TO THE RECORD ON APPEAL

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

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

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

**ORDER DENYING PLAINTIFF'S
MOTION FOR TEMPORARY STAY OF
PROCEEDINGS**

PATRICIA M. BRANT
CLERK OF COURT
COMMON PLEAS
2013 MAY -9 AM 10:50

This matter came before the Court for a hearing on April 2, 2013, for consideration of Plaintiff's Motion for Temporary Stay of Proceedings. 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 Temporary Stay of Proceedings.

Plaintiff's motion is based on her desire to allow "the attorneys who are currently evaluating this Court's adverse rulings to be afforded adequate time and opportunity to research and assist Plaintiff in prosecuting legal remedies through the bankruptcy court to resolve Nationstar's and this Court's assertion that 'only the bankruptcy trustee has standing to pursue this claim' so that Plaintiff's legal rights will not be prejudiced further in this action." (Plaintiff' Mot. for Temp. Stay at 1-2.)

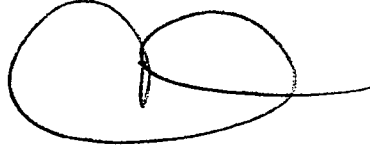
The Court finds that Plaintiff did not provide any legal basis for a temporary stay of the proceedings either in her motion or at the hearing.

CONCLUSION

Based on the foregoing reasons, Plaintiff's motion for a temporary stay of proceedings is

DENIED.

IT IS SO ORDERED.



Carmen T. Mullen
Judge, Fourteenth Judicial Circuit

5/5, 2013
Walterboro, South Carolina

**U.S. BANKRUPTCY COURT
District of South Carolina**

Case Number: 11-02619-jw

**ORDER DENYING NATIONSTAR'S OBJECTION TO
CONFIRMATION AND CONFIRMING CHAPTER 13 PLAN**

The relief set forth on the following pages, for a total of 3 pages including this page, is hereby **ORDERED**.

**FILED BY THE COURT
06/27/2014**



Entered: 06/30/2014

US Bankruptcy Judge
District of South Carolina

UNITED STATES BANKRUPTCY COURT
DISTRICT OF SOUTH CAROLINA

| | | |
|------------------------|---|----------------------|
| IN RE: |) | |
| |) | CASE NO: 11-02619-jw |
| Melissa Jean Marks |) | |
| 209 Presidential Court |) | CHAPTER 13 |
| Round O, SC 29474 |) | |
| SSN xxx-xx-6701 |) | |
| |) | |
| DEBTOR. |) | |
| _____ |) | |

ORDER DENYING NATIONSTAR'S OBJECTION TO
CONFIRMATION AND CONFIRMING CHAPTER 13 PLAN

This matter is before the Court upon Nationstar Mortgage's (hereinafter "Nationstar") objection to the debtor's post-confirmation plan modification pursuant to 11 U.S.C. §1329. The debtor filed the post-confirmation modification to her Chapter 13 Plan in order to add detailed language in Section IV(B)(2) for the purpose of notifying all creditors and parties in interest of her pending state court action against Nationstar as well as her dispute as to Nationstar's status as a secured creditor. The proposed modification did not alter any payments under the debtor's Chapter 13 Plan and proposed to continue payments directly to Nationstar pending the outcome of the state court action.

Nationstar objected to the proposed modification asserting that the debtor's modified plan was not proposed for any purpose allowed under 11 U.S.C. §1329. A hearing was held on June 12, 2014 on the objection to confirmation and present at the hearing was the debtor, debtor's counsel, counsel for Nationstar, and the Chapter 13 Trustee.

Nationstar argued that the debtor's modified plan was not proposed for one of the limited purposes delineated by 11 U.S.C. §1329 and therefore modification of the plan should not be allowed and confirmation should be denied.

The debtor asserted that 11 U.S.C. §1329 is not so limited as to preclude amendments for any other purpose, she further asserted that she was unaware of her dispute with Nationstar until after the confirmation of her original Chapter 13 Plan and therefore had no opportunity to include it in her initial schedules or any pre-confirmation Chapter 13 Plan. As a result, it would be inequitable to deny the debtor

the opportunity to notify creditors and parties in interest of her dispute as to Nationstar's claims particularly in the midst of contentious State Court litigation. The debtor also expressed her concern that denial of confirmation could prejudice her right to appeal the State Court decision by allowing Nationstar to claim judicial estoppel and/or res judicata of the debtor's originally confirmed plan which listed Nationstar as the secured creditor.

The Chapter 13 Trustee was present at the hearing and did not oppose the debtor's post-confirmation plan modification.

After arguments from counsel for the debtor and counsel for Nationstar, the Court finds that it would be inequitable to foreclose the debtor's opportunity to pursue her rights in State Court against Nationstar. The Court further finds the debtor's post-confirmation plan amendment is confirmable pursuant to 11 U.S.C. §1329. It is, therefore,

ORDERED , ADJUDGED, AND DECREED, that the objection to confirmation filed on behalf of Nationstar Mortgage is hereby denied and the plan filed May 22, 2014 is confirmed.

IT IS SO ORDERED.

District/Off: 0420-2
 Case: 11-02619-jw

User: brooks
 Form ID: pdf01

Date Created: 6/30/2014
 Total: 54

Recipients of Notice of Electronic Filing:

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| aty | B-Line LLC | bline.chapter13@blinellc.com |
| aty | Elizabeth R. Heilig | eheilig@meredithlawfirm.com |
| aty | Harriet Pollitt Wallace | harriet.wallace@rtt-law.com |
| aty | Joe M. Lozano | jml@bkcyllaw.com |
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| aty | Robert R. Meredith, Jr. | rm@meredithlawfirm.com |

TOTAL: 12

Recipients submitted to the BNC (Bankruptcy Noticing Center):

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| db | Melissa Jean Marks | 209 Presidential Ct | Round O, SC 29474 |
| cr | Nationstar Mortgage | P.O. Box 829009 | Dallas, TX 75382 |
| cr | CR Evergreen II, LLC | MS 550 | PO Box 91121 Seattle, WA 98111-9221 |
| cr | East Bay Funding, LLC | c/o Resurgent Capital Services | PO Box 288 GREENVILLE, SC 29603 |
| cr | PRA Receivables Management, LLC | PO Box 41067 | Norfolk, VA 23541 |
| 541711079 | Alliance One | 4850 Street Rd. | Suite 300 Trevoze PA 19053 |
| 541711080 | Applied Business Services | PO Box 910 | Edenton NC 27932 |
| 541742947 | Ashley Funding Services LLC its successors and assigns as assignee of Syndicated Office Systems, Inc | Resurgent Capital Services | PO Box 10587 Greenville, SC 29603-0587 |
| 541711081 | Bank Of America | Po Box 17054 | Wilmington DE 19850 |
| 541711082 | Bon Secours St. Francis Hospital | PO Box 602009 | Charlotte NC 28260-2009 |
| 541805767 | CR Evergreen II, LLC | MS 550 | PO Box 91121 Seattle, WA 98111-9221 |
| 541711083 | Citi | Po Box 6241 | Sioux Falls SD 57117 |
| 541711084 | Colleton County Treasurer | PO Box 8 | Walterboro SC 29488 |
| 541897483 | East Bay Funding, LLC | c/o Resurgent Capital Services | PO Box 288 Greenville, SC 29603 |
| 541733263 | FIA Card Services, NA as successor in interest to Bank of America NA and MBNA America Bank | Box 15102 | Wilmington, DE 19886-5102 |
| 541711085 | GE Money Bank/Sam's Club | PO Box 981064 | El Paso TX 79998 |
| 541711086 | Gerald Grenier | 209 Presidential Court | Round O SC 29474 |
| 541711087 | Home Depot Credit Services | PO Box 653000 | Dallas TX 75265 |
| 541711088 | Internal Revenue Service | 1835 Assembly St. | MDP 03 Columbia SC 29201 |
| 541711089 | Korn Law Firm, PA | PO Box 12369 | Columbia SC 29211 |
| 541711090 | Mann Bracken LLP | Two Irving Centre | 702 King Farm Blvd. Rockville MD 20850 |
| 541711091 | Medical Data Systems Inc | 128 W Center Ave Fl 2 | Sebring FL 33870 |
| 541711092 | Medical Revenue Services | PO Box 1149 | Sebring FL 33871 |
| 541711093 | Meredith Law Firm, LLC | 4000 Faber Place Drive | Suite 120 North Charleston SC 29405 |
| 541711095 | NCO Financial Systems Inc. | PO Box 12100 | Department 64 Trenton NJ 08650 |
| 541719941 | Nationstar Mortgage | PO Box 829009 | Dallas, TX 75382-9009 |
| 541711094 | Nationstar Mortgage LLC | 350 Highland Dr | Lewisville TX 75067 |
| 541711096 | Planned Administrators, Inc. | PO Box 6927 | Columbia SC 29260 |
| 541772151 | Portfolio Recovery Associates, LLC | PO Box 12914 | Norfolk VA 23541 |
| 542033988 | Portfolio Recovery Associates, LLC | PO Box 41067 | Norfolk, VA 23541 |
| 541711098 | Roper Hospital | PO Box 602003 | Charlotte NC 28260 |
| 541711097 | Roper Hospital | PO Box 62889 | North Charleston SC 29419 |
| 541711099 | SC Department of Revenue | PO Box 12265 | Columbia SC 29211 |
| 542301272 | SC STUDENT LOAN CORP | PO BOX 102423 | COLUMBIA SC 29224 |
| 541711100 | Sc Student Loan Corp | Po Box 21487 | Columbia SC 29221 |
| 541711101 | Security Collection Agency | 617 Soundside Road | Edenton NC 27932 |
| 541711102 | Security Collection Agency/ABS | PO Box 910 | Edenton NC 27932 |
| 541711103 | Shell/Citi | Po Box 6497 | Sioux Falls SD 57117 |
| 541711104 | Thd/CBSD | PO Box 6497 | Sioux Falls SD 57117 |
| 541711105 | Wfmb/Metro Style | 220 W Schrock Rd | Westerville OH 43081 |
| 541768854 | World Financial Network National Bank | Quantum3 Group LLC | PO Box 788 Kirkland, WA 98083-0788 |
| 541775263 | eCAST Settlement Corporation assignee of Citibank | (South Dakota) NA | POB 29262 New York NY 10087-9262 |

TOTAL: 42

United States Bankruptcy Court
District of South Carolina

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
7/7/14

ORDER CONFIRMING PLAN AND RESOLVING MOTIONS

Filed By The Court

7/7/14

Laura A. Austin
Clerk of Court
US Bankruptcy Court

It having been determined after notice and hearing that the plan filed by the debtor(s)¹ on **05/22/2014**, 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.



United States Bankruptcy Judge

Date: July 7, 2014

Document 71 - 61

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.

District/Off: 0420-2
Case: 11-02619-jw

User: brooks
Form ID: 162aBNC

Date Created: 7/7/2014
Total: 8

Recipients of Notice of Electronic Filing:

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| ust | US Trustee's Office | USTPRegion04.CO.ECF@usdoj.gov |
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| aty | Elizabeth R. Heilig | eheilig@meredithlawfirm.com |
| aty | Robert R. Meredith, Jr. | rm@meredithlawfirm.com |
| aty | Robert R. Meredith, Jr. | rm@meredithlawfirm.com |
| aty | Robert R. Meredith, Jr. | rm@meredithlawfirm.com |
| aty | Robert R. Meredith, Jr. | rm@meredithlawfirm.com |

TOTAL: 7

Recipients submitted to the BNC (Bankruptcy Noticing Center):

| | | | |
|----|--------------------|---------------------|-------------------|
| db | Melissa Jean Marks | 209 Presidential Ct | Round O, SC 29474 |
|----|--------------------|---------------------|-------------------|

TOTAL: 1

United States Bankruptcy Court
District of South Carolina

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
7/7/14

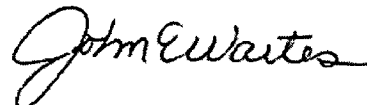
ORDER CONFIRMING PLAN AND RESOLVING MOTIONS

Filed By The Court
7/7/14
Laura A. Austin
Clerk of Court
US Bankruptcy Court

It having been determined after notice and hearing that the plan filed by the debtor(s)¹ on 05/22/2014, 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.



United States Bankruptcy Judge

Date: July 7, 2014

Document 71 - 61

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 Notice Page 2 of 2
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: 162aBNC

Page 1 of 1
Total Noticed: 1

Date Rcvd: Jul 07, 2014

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Jul 09, 2014.

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: Jul 09, 2014

Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on July 7, 2014 at the address(es) listed below:

B-Line LLC on behalf of Creditor CR Evergreen II, LLC bline.chapter13@blinellc.com
Elizabeth R. Heilig on behalf of Debtor Melissa Jean Marks eheilig@meredithlawfirm.com,
slengram@meredithlawfirm.com;clafayette@meredithlawfirm.com;jgaudreau@meredithlawfirm.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@bellsouth.net
Joe M. Lozano on behalf of Creditor Nationstar Mortgage notice@bkcyllaw.com
Reid E. Dyer on behalf of Creditor Roper St. Francis Healthcare reiddy@rsmvalaw.com
Robert A. Muckenfuss on behalf of Creditor Nationstar Mortgage rmuckenfuss@mcguirewoods.com,
mwoods@mcguirewoods.com;bsieg@mcguirewoods.com;dmorrison@mcguirewoods.com
Robert R. Meredith, Jr. on behalf of Debtor Melissa Jean Marks rm@meredithlawfirm.com,
eheilig@meredithlawfirm.com;slengram@meredithlawfirm.com;clafayette@meredithlawfirm.com;jgaudreau@meredithlawfirm.com
US Trustee's Office USTPRegion04.CO.ECF@usdoj.gov

TOTAL: 9

UNITED STATE BANKRUPTCY COURT
DISTRICT OF SOUTH CAROLINA

| | | |
|---------------------|---|----------------------|
| IN RE: |) | |
| |) | CASE NO: 11-02619-jw |
| Melissa Jean Marks |) | |
| 209 Presidential Ct |) | CHAPTER 13 |
| Round O, SC 29474 |) | |
| SSN xxx-xx-6701 |) | |
| |) | |
| DEBTORS. |) | |
| _____ |) | |

CERTIFICATE OF SERVICE

I hereby certify that a copy of the Order Confirming Plan and Resolving Motions was duly served upon the parties named below either by depositing said papers in the United States Mail at Charleston, South Carolina or electronically through CM/ECF.

ELECTRONICALLY

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

US Trustee Region 4
1835 Assembly Street #953
Columbia, SC 29201-2448

VIA US MAIL

Nationstar Mortgage LLC
350 Highland Dr
Lewisville TX 75067

/s/ Shawnda Engram
Shawnda Engram, Paralegal for
Robert R. Meredith, Jr., D.C. ID# 6152
Elizabeth R. Heilig, D.C. ID# 10704
Meredith Law Firm, LLC
Attorneys for the Debtors
4000 Faber Place Drive, Suite 120
North Charleston, SC 29405
843-529-9000

Date: 7/9/14

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 AFTER
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 reflect the debtor's pending State Court action against Nationstar Mortgage as well as to reflect her dispute as to their status as a secured creditor. 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 served. 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 <u>Not</u> 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 | Exemption Claimed | Estimated judicial lien | Judicial lien <u>Not</u> 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

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.

by the Court, without further notice, which allows for the payment of a portion of the attorney's fees in advance of payments to creditors.

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 disputes the validity of Nationstar Mortgage, LLC's claim in this case. The debtor is current on obligations to Nationstar Mortgage, LLC and will continue regular payments directly to Nationstar Mortgage, LLC pending the outcome of the State Court action. The debtor's State Court action disputes the validity of Nationstar's claims. Description of collateral: Detitled 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 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.

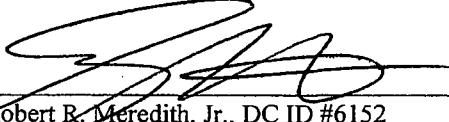
E. General Unsecured Creditors: General unsecured creditors shall be paid allowed claims *pro rata* by the trustee to the extent that funds are available after payment of all other allowed claims. The debtor does not propose to pay 100% of general unsecured claims.

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: _____

4/10/14

BY: _____



Robert R. Meredith, Jr., DC ID #6152
Elizabeth R. Heilig, DC ID #10704
Meredith Law Firm, LLC
Attorneys for Debtors
4000 Faber Place Drive, Suite 120
North Charleston, SC 29405
843-529-9000

DEBTOR CERTIFICATION

In connection with this plan, the debtor hereby states that he/she/they carefully reviewed this plan and understand the following:

- (1) The obligations set forth in this plan, including the amount, method, and timing of payments made to the trustee and/or directly to creditors;
- (2) The consequences of any default under this plan including any direct payments to creditors required by the terms of this plan; and
- (3) That debtor may not agree to sell property, employ professionals, or incur debt (including modification of debt) during the term of the plan without the prior authorization of the Bankruptcy Court.

Date: 4/10/14


 Melissa Jean Marks, Debtor

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 specific list of names and addresses of parties served with this plan is attached to the plan filed with the Court.

VIA US MAIL
[See attached list]

ELECTRONICALLY

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

Date: 4/14/14


 Robert R. Meredith, Jr., DC ID#6152
 Elizabeth R. Heilig, DC ID #10704
 Meredith Law Firm, LLC
 Attorneys for Debtor
 4000 Faber Place Drive, Suite 120
 North Charleston, SC 29405
 843-529-9000

ALLIANCE ONE
4850 STREET RD.
SUITE 300
TREVOSE PA 19053

SCA
PO BOX 910
EDENTON NC 27932

BANK OF AMERICA
PO BOX 17054
WILMINGTON DE 19850

BON SECOURS ST. FRANCIS HOSPITAL
PO BOX 62889
N. CHARLESTON SC 29419

CITI
PO BOX 6497
SIOUX FALLS SD 57117

COLLETON COUNTY TREASURER
PO BOX 8
WALTERBORO SC 29488

GE MONEY BANK
PO BOX 103104
ROSWELL GA 30076

GERALD GRENIER
209 PRESIDENTIAL COURT
ROUND O SC 29474

HOME DEPOT CREDIT SERVICES
PO BOX 20483
KANSAS CITY MO 64195

INTERNAL REVENUE SERVICE
1835 ASSEMBLY ST.
MDP 03
COLUMBIA SC 29201

KORN LAW FIRM, PA
PO BOX 11264
COLUMBIA SC 29211

MANN BRACKEN LLP
TWO IRVING CENTRE
702 KING FARM BLVD.
ROCKVILLE MD 20850

MEDICAL DATA SYSTEMS INC
2001 9TH AVENUE
VERO BEACH FL 32960

MEDICAL REVENUE SERVICES
PO BOX 1149
SEBRING FL 33871

RESURGENT CAPITAL SERVICES
PO BOX 10497
GREENVILLE SC 29603

NATIONSTAR MORTGAGE LLC
350 HIGHLAND DR
LEWISVILLE TX 75067

NCO FINANCIAL SYSTEMS INC.
507 PRUDENTIAL RD.
HORSHAM PA 19044

PLANNED ADMINSTRATORS, INC.
PO BOX 6927
COLUMBIA SC 29260

ROPER HOSPITAL
PO BOX 62889
NORTH CHARLESTON SC 29419

CR EVERGREEN
MS 550
PO BOX 91121
SEATTLE WA 98111

SC DEPARTMENT OF REVENUE
PO BOX 12265
COLUMBIA SC 29211

SC STUDENT LOAN CORP
PO BOX 102425
COLUMBIA SC 29224

MOORE & VAN ALLEN, PLLC
PO BOX 22828
CHARLESTON SC 29413

BRICE, VANDER LINDEN & WERNICK, PC
9441 LBJ FREEWAY, STE 350
DALLAS TX 75243

SHELL/CITI
PO BOX 6497
SIOUX FALLS SD 57117

THD/CBSD
PO BOX 6497
SIOUX FALLS SD 57117

WFNNB/METRO STYLE
PO BOX 182125
COLUMBUS OH 43218

MELISSA J. MARKS
209 PRESIDENTIAL CT
ROUND O, SC 29474

NATIONSTAR MORTGAGE
PO BOX 829009
DALLAS TX 75382

NATIONSTAR MORTGAGE
PO BOX 630267
IRVING TX 75063

PORTFOLIO RECOVERY ASSOC
PO BOX 41067
NORFOLK VA 23541

ROGERS TOWNSEND & THOMAS, PC
PO BOX 100200
COLUMBIA SC 29202

US TRUSTEES OFFICE
STROM THURMOND FED. BLDG.
1835 ASSEMBLY ST. STE 953
COLUMBIA SC 29201

ECAST SETTLEMENT CORP
PO BOX 35480
NEWARK NJ 07193

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

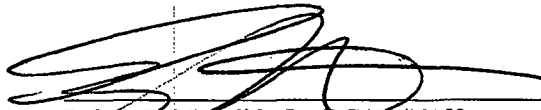
CHAPTER 13

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. Schedules B and C are amended to include and exempt any and all of debtor's potential causes of action and/or claims for compensatory and punitive damages or sanctions against Old South Mortgage Corporation, Flagstar Bank, Nationstar Mortgage, LLC, Fannie Mae, and/or counsel, jointly or severally.

The debtor first reported her pending State Court action (which is ongoing) in amended Schedules B and C filed on 5/29/2012. As a result of evidence subsequently obtained and the conduct of the defendants and counsel, the debtor is informed and believes she has additional potential causes of action and claims for an award of compensatory and punitive damages or sanctions against Old South Mortgage Corporation, Flagstar Bank, Nationstar Mortgage, LLC, Fannie Mae, and/or counsel, jointly or severally, that she intends to pursue at the proper time.

The amount of the debtor's potential claims is currently unliquidated but the debtor is informed and believes that she may have claims which could result in awards in the range of \$100,000 to \$1,000,000.



Robert R. Meredith, Jr., DC ID #6152

Elizabeth R. Heilig, DC ID #10704

Attorneys for the Debtor

Meredith Law Firm, LLC

4000 Faber Place Drive, Ste 120

North Charleston, SC 29405

843-529-9000

Date:

4/29/14

In re Melissa Jean Marks

Case No. 11-02619

Debtor

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 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 | - | 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 | | | |

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

In re Melissa Jean Marks

Case No. 11-02619

Debtor

SCHEDULE B - PERSONAL PROPERTY - AMENDED
(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)

In re Melissa Jean Marks

Case No. 11-02619

Debtor

SCHEDULE B - PERSONAL PROPERTY - AMENDED
(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 |
|--|------|---|------------------------------------|--|
| 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. | | Pending State Court action against Old South Mortgage and Nationstar Mortgage, LLC (The debtor first reported this pending State Court action (which is ongoing) in amended Schedules B and C filed on 5/29/2012. As a result of evidence subsequently obtained and the conduct of the defendants and counsel, the debtor is informed and believes she has additional potential causes of action and claims for an award of compensatory and punitive damages or sanctions against Old South Mortgage Corporation, Flagstar Bank, Nationstar Mortgage, LLC, Fannie Mae, and/or counsel, jointly or severally, that she intends to pursue at the proper time. The amount is currently unliquidated but the debtor is informed and believes that she may have claims which could result in awards in the range of \$100,000 to \$1,000,000.) | - | 1.00 |

Sub-Total > **1.00**
(Total of this page)

In re **Melissa Jean Marks**Case 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 |
|---|------------------|---|---|---|
| 22. Patents, copyrights, and other intellectual property. Give particulars. | X | | | |
| 23. Licenses, franchises, and other general intangibles. Give particulars. | X | | | |
| 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 | | | |

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

Sheet 3 of 4 continuation sheets attached
to the Schedule of Personal Property

In re Melissa Jean Marks

Case 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 |
|--|------------------|--------------------------------------|---|---|
| 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 > | 0.00 |
| (Total of this page) | |
| Total > | 16,094.53 |

Sheet 4 of 4 continuation sheets attached to the Schedule of Personal Property

(Report also on Summary of Schedules)

In re Melissa Jean MarksCase No. 11-02619

Debtor

SCHEDULE C - PROPERTY CLAIMED AS EXEMPT - AMENDED

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 |
|---|--|----------------------------|---|
| 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 #0753 | S.C. Code Ann. § 15-41-30(A)(7) Unused portion of homestead exemption | 33.39 | 33.39 |

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 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 |

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>Other Contingent and Unliquidated Claims of Every Nature</u> Pending State Court action against Old South Mortgage and Nationstar Mortgage, LLC (The debtor first reported this pending State Court action (which is ongoing) in amended Schedules B and C filed on 5/29/2012. As a result of evidence subsequently obtained and the conduct of the defendants and counsel, the debtor is informed and believes she has additional potential causes of action and claims for an award of compensatory and punitive damages or sanctions against Old South Mortgage Corporation, Flagstar Bank, Nationstar Mortgage, LLC, Fannie Mae, and/or counsel, jointly or severally, that she intends to pursue at the proper time. The amount is currently unliquidated but the debtor is informed and believes that she may have claims which could result in awards in the range of \$100,000 to \$1,000,000.) | S.C. Code Ann. § 15-41-30(A)(7) Unused portion of homestead exemption | 1.00 | 1.00 |
| <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 |

In re Melissa Jean Marks

Case No. 11-02619

Debtor

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>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 |

**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 23 sheets, and that they are true and correct to the best of my knowledge, information, and belief.

Date 4/29/2014

Signature Melissa J. 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

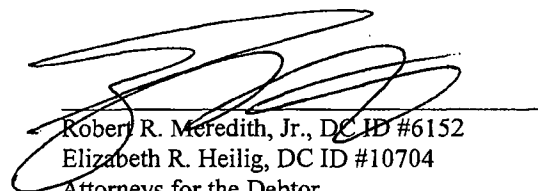
CHAPTER 13

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., DC ID #6152
Elizabeth R. Heilig, DC ID #10704
Attorneys for the Debtor
Meredith Law Firm, LLC
4000 Faber Place Drive, Ste 120
North Charleston, SC 29405
843-529-9000

Date: 4/29/14

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF SOUTH CAROLINA**

IN RE:

**MELISSA JEAN MARKS aka MELISSA
JEAN TANNER**

Debtor(s).

**CASE NO. 11-02619 -jw
CHAPTER 13**

**OBJECTION OF NATIONSTAR MORTGAGE, LLC
TO MODIFICATION OF DEBTOR'S PLAN AFTER CONFIRMATION**

Nationstar Mortgage, LLC (the "Bank"), pursuant to the Bankruptcy Rules 3015 and 9014 and Local Bankruptcy Rule 9014-1, files this Objection to the Notice of Plan Modification after 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 filed by Melisa Jean Marks (the "Debtor") (Doc. No. 50) and the Amendment thereto (Doc. No. 53). In support of this Objection, the Bank respectfully shows the Court the following:

1. On April 20, 2011 (the "Petition Date"), the Debtor filed a voluntary petition for Chapter 13 bankruptcy relief under the United States Bankruptcy Code.

2. On April 21, 2011, the Debtor filed a proposed Chapter 13 plan (Doc. No. 6). On June 8, 2011, the Debtor filed a proposed modified Chapter 13 plan (Doc. No. 9). On June 21, 2011, the Debtor's modified chapter 13 plan was confirmed (Doc. No. 12) (the "Confirmed Plan").

3. On April 14, 2014, the Debtor filed another proposed modified Chapter 13 plan (Doc. No. 50). On April 29, 2014, the Debtor filed yet another proposed modified Chapter 13 plan (Doc. No. 53) for the express purpose of correcting a typo in the April 14, 2014 filing. For the purposes of this objection, the term "Proposed Modification" refers only to those proposed modified plans filed in April, 2014.

4. The Bank objects to the Proposed Modification because it is not offered for any proper purpose as required by 11 U.S.C. § 1329.

5. Bankruptcy Code section 1329 provides a finite list of proper purposes for which a confirmed plan may be modified. *See* 11 U.S.C. § 1329. The Proposed Modification does not articulate any proper purpose which would satisfy section 1329. Indeed the Proposed Modification cites instead to section 1323 which governs modification of plans prior to confirmation and is therefore inapplicable. *See* Proposed Modifications, section I.

6. The Bank reserves the right to assert additional objections to the Proposed Modification at any hearing scheduled for the purposes of considering same.

WHEREFORE, the Bank respectfully requests that the Court:

1. Deny approval of the Proposed Modification; and
2. Grant the Bank such additional relief as it may be entitled to under the facts and applicable law.

This the 12th day of May, 2014.

/s/ Robert A. Muckenfuss

Robert A. Muckenfuss, S.C. Bar No. 13903

McGuireWoods LLP

201 North Tryon Street, Suite 3000

Charlotte, NC 28202

Telephone: 704.343-2000

Facsimile: 704.343.2300

E-mail: rmuckenfuss@mcguirewoods.com

Counsel for Nationstar Mortgage, LLC

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF SOUTH CAROLINA

IN RE:

MELISSA JEAN MARKS aka MELISSA
JEAN TANNER

Debtor(s).

CASE NO. 11-02619 -jw
CHAPTER 13

CERTIFICATE OF SERVICE

I hereby certify that on May 12, 2014, I electronically filed the foregoing *Objection of Nationstar Mortgage, LLC to Modification of Debtor's Plan after Confirmation* with the Clerk of the Court using the CM/ECF System which will electronically deliver a copy to all counsel of record, and served a copy of the foregoing by first class mail, postage pre-paid to the parties at the addresses below:

B-Line LLC
Mail Stop 550
2101 4th Ave., Suite 1030
Seattle, WA 98121
866-670-2361
bline.chapter13@blinellc.com
Attorneys for Creditor CR Evergreen II, LLC

East Bay Funding, LLC
c/o Resurgent Capital Services
PO Box 288
GREENVILLE, SC 29603
Creditor

James M. Wyman
PO Box 997
Mount Pleasant, SC 29465-0997
(843) 388-9844
nobles@charleston13.com
Trustee

Elizabeth R. Heilig
Robert R. Meredith, Jr.
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Attorneys for Debtor

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Columbia, SC 29201
USTPRegion04.CO.ECF@usdoj.gov

/s/ Robert A. Muckenfuss
Robert A. Muckenfuss

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-jw
CHAPTER: 13

NOTICE OF PLAN MODIFICATION AFTER 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. § 1329 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 correct a typographical error in Section I as to the code section under which this amended plan is filed. The debtor inadvertently listed 11 U.S.C. § 1323 governing pre-confirmation amendments rather than 11 U.S.C. § 1329 allowing post-confirmation plan modifications. The debtor's plan is amended post-confirmation pursuant to 11 U.S.C. § 1329 in order to disclose the debtor's pending State Court action against Nationstar Mortgage which may ultimately affect the amount of distribution to Nationstar Mortgage under this plan. 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 served. 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 <u>Not</u> avoided (see IV(B)(4) below) | Security interest to be avoided (see IV(E) below) |
|--|--|--------------------------|-------------------|----------------------------------|---|---|
| N/A | | | | | | |

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.

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

| Name of creditor and description of property securing lien | Value of Debtor's interest in property | Total of all other liens | Exemption Claimed | Estimated judicial lien | Judicial lien <u>Not</u> 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 \$4,350.00 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

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.

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

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 to creditors.

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 disputes the validity of Nationstar Mortgage, LLC's claim in this case. The debtor is current on obligations to Nationstar Mortgage, LLC and will continue regular payments directly to Nationstar Mortgage, LLC pending the outcome of the State Court action. The debtor's State Court action disputes the validity of Nationstar's claims. Description of collateral: Detitled 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 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: 5/22/14

BY: 


Robert R. Meredith, Jr., DC ID #6152
Elizabeth R. Heilig, DC ID #10704
Meredith Law Firm, LLC
Attorneys for Debtors
4000 Faber Place Drive, Suite 120
North Charleston, SC 29405
843-529-9000

DEBTOR CERTIFICATION

In connection with this plan, the debtor hereby states that he/she/they carefully reviewed this plan and understand the following:

- (1) The obligations set forth in this plan, including the amount, method, and timing of payments made to the trustee and/or directly to creditors;
- (2) The consequences of any default under this plan including any direct payments to creditors required by the terms of this plan; and
- (3) That debtor may not agree to sell property, employ professionals, or incur debt (including modification of debt) during the term of the plan without the prior authorization of the Bankruptcy Court.

Date: 5/22/14


Melissa Jean Marks, Debtor

CERTIFICATE OF SERVICE

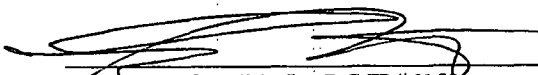
The below signing party certifies that the foregoing Notice of Plan Modification After Confirmation, Amended Plan and Motions was served on all creditors and parties in interest entitled to such notice on the above stated date. The specific list of names and addresses of parties served with this plan is attached to the plan filed with the Court.

VIA US MAIL
[See attached list]

ELECTRONICALLY

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

Date: 5/27/14


Robert R. Meredith, Jr., DC ID#6152
Elizabeth R. Heilig, DC ID #10704
Meredith Law Firm, LLC
Attorneys for Debtor
4000 Faber Place Drive, Suite 120
North Charleston, SC 29405
843-529-9000

ALLIANCE ONE
4850 STREET RD.
SUITE 300
TREVOSSE PA 19053

SCA
PO BOX 910
EDENTON NC 27932

BANK OF AMERICA
PO BOX 17054
WILMINGTON DE 19850

BON SECOURS ST. FRANCIS HOSPITAL
PO BOX 62889
N. CHARLESTON SC 29419

CITI
PO BOX 6497
SIOUX FALLS SD 57117

COLLETON COUNTY TREASURER
PO BOX 8
WALTERBORO SC 29488

GE MONEY BANK
PO BOX 103104
ROSWELL GA 30076

GERALD GRENIER
209 PRESIDENTIAL COURT
ROUND O SC 29474

HOME DEPOT CREDIT SERVICES
PO BOX 20483
KANSAS CITY MO 64195

INTERNAL REVENUE SERVICE
1835 ASSEMBLY ST.
MDP 03
COLUMBIA SC 29201

KORN LAW FIRM, PA
PO BOX 11264
COLUMBIA SC 29211

*(U)**MANN BRACKEN LLP
TWO IRVING CENTRE
702 KING FARM BLVD.
ROCKVILLE MD 20850

MEDICAL DATA SYSTEMS INC
2001 9TH AVENUE
VERO BEACH FL 32960

MEDICAL REVENUE SERVICES
PO BOX 1149
SEBRING FL 33871

RESURGENT CAPITAL SERVICES
PO BOX 10497
GREENVILLE SC 29603

NATIONSTAR MORTGAGE LLC
350 HIGHLAND DR
LEWISVILLE TX 75067

NCO FINANCIAL SYSTEMS INC.
507 PRUDENTIAL RD.
HORSHAM PA 19044

PLANNED ADMINSTRATORS, INC.
PO BOX 6927
COLUMBIA SC 29260

ROPER HOSPITAL
PO BOX 62889
NORTH CHARLESTON SC 29419

CR EVERGREEN
MS 550
PO BOX 91121
SEATTLE WA 98111

SC DEPARTMENT OF REVENUE
PO BOX 12265
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SC STUDENT LOAN CORP
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MOORE & VAN ALLEN, PLLC
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BRICE, VANDER LINDEN & WERNICK, PC
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SHELL/CITI
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SIOUX FALLS SD 57117

THD/CBSD
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WFNNB/METRO STYLE
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MELISSA J. MARKS
209 PRESIDENTIAL CT
ROUND O, SC 29474

NATIONSTAR MORTGAGE
PO BOX 829009
DALLAS TX 75382

NATIONSTAR MORTGAGE
PO BOX 630267
IRVING TX 75063

PORTFOLIO RECOVERY ASSOC
PO BOX 41067
NORFOLK VA 23541

ROGERS TOWNSEND & THOMAS, PC
PO BOX 100200
COLUMBIA SC 29202

ECAST SETTLEMENT CORP
PO BOX 35480
NEWARK NJ 07193

ROBERT A. MUCHENFUSS, ESQ.
201 NORTH TRYON STREET, STE 3000
CHARLOTTE NC 28202

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-jw

Chapter 13

**JOINT STATEMENT OF DISPUTE AND
STIPULATION**

The undersigned hereby certify that after consultation, the hearing on Nationstar Mortgage's ("Nationstar") Objection to Confirmation of Plan [Docket No. 56], originally scheduled for May 29, 2014. After good faith efforts cannot be settled and remains contested so as to require the presentation of evidence and/or argument to the Court for determination. The following information is presented by way of stipulation of the parties:

1. Issues to be decided by the Court:

a. For Nationstar:

- a. Whether the debtor has proposed any permissible purpose under 11 U.S.C. § 1329 for a post-confirmation modification of her Chapter 13 plan.

b. For Debtor:

- a. Whether or not the debtor is entitled to modify her Chapter 13 Plan, after confirmation, to add non-standard language for the purpose of notifying the Court, Nationstar Mortgage, the Chapter 13 Trustee, the debtor's unsecured creditors, and any other party in interest, of her pending State Court action as well as her dispute as to their status as a secured creditor.

2. Position of Party/Parties (state with specificity).

a. For Nationstar:

- i. The bankruptcy code, specifically 11 U.S.C. § 1329 does not provide for the type of speculative amendment proposed by the debtor. The debtor has not

stated any proper basis for modification that comports with the requirements of the code and therefore, her modification should be denied. Nor has the debtor stated how her plan (in terms of time and amounts) will actually be altered should she ultimately be successful in her claims against Nationstar.

b. For Debtor:

- i. The debtor is entitled to modify her Chapter 13 Plan, post-confirmation, pursuant to 11 U.S.C. §1329, in order to add non-standard language to notify any and all parties in interest of her pending State Court action against Nationstar Mortgage as well as her dispute as to their status as a secured creditor.
- ii. 11 U.S.C. §1329 allows post-confirmation modifications at any time in order to increase or reduce the amount of payments on claims, extend or reduce the time for such payments, and to alter the amount of distribution to a creditor¹.
- iii. The debtor discovered her dispute as to Nationstar's status as the secured mortgage creditor after the filing, and after the confirmation of her Chapter 13 Plan.
- iv. The debtor did not have the opportunity to include her dispute in the original pleadings or in a pre-confirmation plan modification.
- v. The outcome of her pending State Court action may affect Nationstar's treatment under the debtor's Chapter 13 Plan by altering the payment on the claim, and/or altering the amount of distribution to the creditor.
- vi. The debtor is informed and believes that is it in her best interest, the best interest of her creditors and the Bankruptcy estate to notify any and all parties in interest of her pending State Court action and dispute to Nationstar's status as a secured creditor

¹ 11 U.S.C. §1329

3. Names of Witnesses to be called at the hearing.
 - a. For Nationstar:
 - i. Melissa Jean Marks, Debtor (if needed)
 - b. For Debtor:
 - i. Melissa Jean Marks, Debtor
4. Exhibits/Evidence to be present (state whether admission is stipulated or any grounds for objection).
 - a. For Nationstar:
 - i. Debtor's schedules and statements (if needed)
 - ii. Debtor's amended Chapter 13 plan(s)
 - iii. Nationstar's proof of claim (if needed)
 - b. For Debtor:
 - i. Debtor's schedules and statements (if needed)
 - ii. Debtor's amended Chapter 13 Plan
 - iii. Nationstar's proof of claim (if needed)
5. Statutory, Case Law, or other Applicable Authority.
 - a. For Nationstar:
 - i. 11 U.S.C. § 1329
 - b. For Debtor:
 - i. 11 U.S.C. § 1329
6. Estimated Length of Hearing. One hour.
7. Telephone and Facsimile Number, Electronic Mail address of Counsel/Party/Parties.
 - a. For Nationstar:

Robert Muckenfuss
T. Richmond McPherson III
T: 704.343.2363
F: 704.805.5082

b. For Debtor:

Elizabeth R Heilig
(843) 445-6300 Tel
(843) 529-9907 Fax
eheilig@meredithlawfirm.com

8. Final Authority. Unless otherwise indicated by a separately filed motion, filed simultaneously herewith, which requests that the Court determine whether this proceeding is subject to the entry of final orders or judgments by this Court, the parties submitting this Joint Statement of Dispute consent to this Court entering final orders and judgments in this proceeding.

Respectfully submitted,

/s/ Elizabeth R. Heilig

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/s/ T. Richmond McPherson III

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rmcpherson@mcguirewoods.com

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,

v.

Nationstar Mortgage, LLC,Respondent.

APPELLANT'S MOTION FOR LEAVE TO SUBMIT SUPPLEMENTAL
RECORD ON APPEAL AND MEMORANDUM IN SUPPORT

NOW COMES the undersigned pro se Appellant and respectfully moves this Honorable Court pursuant to Rule 212, SCACR for leave to submit an Appendix to the Record on Appeal, which is attached hereto as Exhibit A (the "Appendix") and is incorporated herein by reference, for the good grounds and just cause explained as follows.

1. As a result of Appellant's persistence in following up with her bankruptcy counsel, and in consideration of the dismissal of Appellant's state court action and pending appeal before this Court and of Respondent's pending bankruptcy notices of a potential claim against Appellant for attorney fees and costs in the sum total of about \$90,000, Appellant's counsel recommended and filed an Amended Chapter 13 Plan and amended bankruptcy Schedules B and C on Appellant's behalf in her pending bankruptcy case in April this year.

2. These and other recent filings and proceedings in the bankruptcy court have substantially changed the material facts and circumstances under which the state court based its decision to grant the intervening Respondent's motion for summary judgment, to deny Appellant's motion to dismiss Respondent for lack of standing and other good grounds and just cause shown, and to dismiss Appellant's state court action without considering or making a ruling on the merits of the case she had brought against Old South Mortgage.

3. As more fully explained below, these recent proceedings in the bankruptcy court clarify for everyone that Respondent did not have any factual or legal basis to claim that *judicial estoppel* and *res judicata* bar any of Appellant's causes of action related to the subject mortgage based upon her previous filings in her pending bankruptcy case and bankruptcy law.

4. As this Court will see in the Appendix, although Appellant had reported the state court action to the bankruptcy court in amended Schedules B and C in 2012, Appellant updated and clarified in more detail her potential claims against the mortgage companies and counsel in her recent Statement of Change and amended bankruptcy Schedules B and C. Appendix, pp. 20; 23; 28.

5. In addition, Appellant included new language in her Amended Chapter 13 Plan at Section IV, B.2, which now reads as follows: "The debtor disputes the validity of Nationstar Mortgage, LLC's claim in this case. The debtor is current on obligations to Nationstar Mortgage, LLC and will continue regular payments directly to Nationstar Mortgage, LLC pending the outcome of the State Court action. The debtor's State Court action disputes the validity of Nationstar's claims. Description of collateral: Detitled mobile home and lot located at 209 Presidential Court, Round O, SC 29474." Appendix, p. 37.

6. The bankruptcy court and the trustee did not object to Appellant's amended

Schedules B and C within 30 days, so they are deemed accepted by the court as a matter of law.

7. On May 22, 2014, Appellant's counsel filed a corrected Amended Chapter 13 Plan to address Respondent's objection to her previous filings, and that plan was confirmed by the bankruptcy court by Orders entered on June 30, 2014, and July 7, 2014. These Orders, as well as the other pertinent, related bankruptcy court documents are included in the Appendix.

8. Consequently, Appellant's May 22, 2014 Chapter 13 Plan (the "Amended Plan") is currently in full force and effect as a matter of law, and the time for filing an appeal has expired with no appeal having been filed to the best of Appellant's knowledge and belief.

9. In consideration of Respondent's objections, Appellant's counsel filed corrections that were included in the Amended Plan to add clarification and correct typographical errors, including a correction citing to the statute in the U.S. Bankruptcy Code that permits post-confirmation modifications to the plan, 11 U.S.C. § 1329.

10. Nevertheless, Respondent insisted on having its objection heard and decided by the bankruptcy court, so a joint statement of dispute was filed and a hearing was later held on June 12, 2014, to consider Respondent's objection to the Amended Plan.

11. During this hearing, Respondent admitted to the bankruptcy court that Appellant did not know she might have a claim until after her previous bankruptcy plan had been confirmed and it does not dispute that, which is a reversal of the position Respondent argued to the state court to obtain dismissal of Appellant's case on the grounds of *judicial estoppel* and *res judicata* based on her previous bankruptcy filings. Appendix, pp. 55-56, lines 24-25; 1-2; p. 60, lines 1-8.

12. The only way those doctrines could potentially be lawfully applied to bar Appellant's causes of action in state court is if Appellant herself had full knowledge and

understanding of all relevant, material facts and a legal basis for a claim related to the subject mortgage prior to filing her initial bankruptcy schedules and prior to confirmation of her initial bankruptcy plan. The record shows Appellant did not have such prior knowledge, and Respondent has recently admitted that fact before the bankruptcy court.

13. Respondent also claimed during the recent hearing before the bankruptcy court that it became the holder of the subject note and mortgage in 2013 without offering any further explanation or proof of exactly when, how or why. In fact, Respondent's counsel admitted he was not sure when Respondent was the holder but believes it was "back in 2013." Appendix, p. 55, lines 4-15.

14. However, Appellant obtained information on July 29, 2014 showing Fannie Mae is still claiming to own the subject mortgage, and since she had never defaulted in making her payments, she does not believe that all the rights and interests in the subject note and mortgage were ever lawfully, contractually or intentionally transferred to Respondent. Appendix, p. 65.

15. In any event, Respondent's recent admission to the bankruptcy court supports Appellant's position that Respondent had submitted false claims to her and the courts and therefore lacked standing to intervene and oppose her state court action against Old South Mortgage because Respondent was not the holder of the subject note and mortgage on or before the dates she filed her bankruptcy and state cases in April 2011 and April 2012 respectively.

16. After considering Appellant's submissions and Respondent's admissions during the hearing, the bankruptcy court determined it was neither right nor fair that Respondent had obtained summary judgment dismissal of Appellant's state court action based on her previous bankruptcy filings, so the court overruled Respondent's objection and confirmed her Amended

Plan. Appendix, pp. 60-61, lines 14-25; 1-7.¹

17. In fact, the Order overruling Respondent's objection states in pertinent part, "The debtor also expressed her concern that denial of confirmation could prejudice her right to appeal the State Court decision by allowing Nationstar to claim judicial estoppel and/or res judicata of the debtor's originally confirmed plan which listed Nationstar as the secured creditor. [...] After arguments from counsel for the debtor and counsel for Nationstar, the Court finds that it would be inequitable to foreclose the debtor's opportunity to pursue her rights in State Court against Nationstar." Appendix, p. 6.

18. In addition, during the hearing, the bankruptcy court stated, "I'm thinking that, you know, when you – if this is an issue that's being considered in a parallel court proceeding, you know, it's hard for those judges to know – unless there's a writing." Appendix, p. 62, lines 5-9.

19. Therefore, the bankruptcy court decided to issue these recent orders to clarify for the state courts and the parties that Appellant's previous bankruptcy filings cannot be properly used against her in state court to bar her pending causes of action because she lacked prior knowledge and had notified the bankruptcy court back in 2012 of her pending state court action.

20. To put these recent events in proper context, while Appellant's state court action was proceeding, Appellant and her bankruptcy counsel discussed it, and they both believed the state court was being misled by Respondent's counsel's misunderstandings and misapplications of bankruptcy law and issuing erroneous rulings in Respondent's favor as a result.

21. Therefore, Appellant moved for a temporary stay of her state court action so she would have ample time to file pleadings and obtain an order from the bankruptcy court clarifying

¹ Appellant was present at the hearing and believes Judge Waites said, "Well, I don't think that's fair." Appendix, p. 60, line 24.

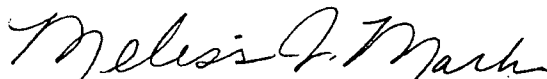
that Appellant has standing to bring the case in state court and that her causes of action are not barred by *judicial estoppel* or *res judicata* based on any of her bankruptcy filings or bankruptcy law because she lacked prior knowledge. Since Respondent opposed it, the court denied Appellant's motion for stay by Order entered on May 9, 2013. Appendix, pp. 2-3.

22. Consequently, Appellant was left with no practical option but to continue to prosecute her state case without the benefit of a clarifying order from the bankruptcy court, until recently when her bankruptcy counsel decided to pursue such an order on her behalf.

WHEREFORE, in consideration of the recent proceedings in Appellant's pending bankruptcy court case and of the resulting substantial material changes, she respectfully requests leave to submit the attached Appendix to the Record on Appeal for this Court's consideration.

Respectfully submitted,

August 8, 2014



Melissa Jean Marks
209 Presidential Court
Round O, SC 29474
(843) 599-3156
mjmarks68@hotmail.com

Appellant/Plaintiff *Pro Se*

1 THE COURT: The next matter is Number 24, it's the
2 case of Melissa G. Marks. There's an objection to the
3 modification of plan.

4 (Pause/Unrelated off-the-record colloquy)

5 THE COURT: All right. If counsel would state their
6 appearance?

7 MR. MCPHERSON: May it please the Court, Rich
8 McPherson from McGuire Woods for Nationstar, Your Honor.

9 MS. HEILIG: Elizabeth Heilig on behalf of the
10 debtor, Melissa Marks.

11 THE COURT: Okay. So this is an objection to the
12 plan modification. So where do we stand, Mr. McPherson?

13 MR. MCPHERSON: Yes, Your Honor. This is
14 Nationstar's objection to post confirmation modification.

15 Just -- by way of background, to give Your Honor a
16 little bit of background about this case. Chapter 13 petition
17 filed in April of 2011. The plan is confirmed on June of 2011.
18 A debtor -- the debtor in this case filed a State Court action
19 against Old South Mortgage in April of 2012.

20 In April of 2014, the debtor filed a modification --
21 a post confirmation modification to alert the Court and
22 creditors of the dispute. The original State Court action only
23 named Old South Mortgage, which is the originator of the
24 debtor's mortgage loan, did not name Nationstar. Nationstar
25 intervened. The summary judgment was granted in favor of.

1 Nationstar.

2 The State Court action is up on -- now up on appeal.
3 But in April of 2014, the post confirmation modification was
4 filed pursuant to Section 1329.

5 THE COURT: Okay. Let me -- you said everything very
6 well.

7 MR. McPHERSON: Yes, sir.

8 THE COURT: And for a second I didn't listen to part
9 of it, and so I'm going to start over.

10 MR. McPHERSON: Sure, Your Honor.

11 THE COURT: No, you don't have to start over, just --
12 so -- but there's litigation.

13 MR. McPHERSON: So there's litigation --

14 THE COURT: Ms. Marks --

15 MR. McPHERSON: -- in State Court --

16 THE COURT: Ms. Marks sued --

17 MR. McPHERSON: Ms. Marks sued Old South Mortgage --

18 THE COURT: -- Old South.

19 MR. McPHERSON: -- the originator.

20 THE COURT: In what year?

21 MR. McPHERSON: In 2012.

22 THE COURT: Okay.

23 MR. McPHERSON: Did not originally name Nationstar.

24 THE COURT: And Nationstar is --

25 MR. McPHERSON: Nationstar -- my client intervened.

1 Nationstar is now the holder --

2 THE COURT: Okay.

3 MR. McPHERSON: -- and servicer of the mortgage.

4 THE COURT: All right. And when did that get
5 transferred to Nationstar, you said now the holder and
6 servicer.

7 MR. McPHERSON: I believe that was in -- back in
8 2012. Or back in 2013, I believe.

9 THE COURT: Well, so -- after the initiation of the
10 litigation --

11 MR. McPHERSON: Yes.

12 THE COURT: -- against Old South.

13 MR. McPHERSON: Yes, Your Honor. I could be wrong
14 about that fact, I'm not sure exactly when they were the
15 holder.

16 THE COURT: I think some of the issues -- I think
17 some of this -- to me, some of what matters here is when Ms.
18 Marks knew that your client was involved. If she knew it after
19 she filed a plan -- if she knew she might have a claim that
20 involved your client some -- not until recently, then maybe
21 that's reasonable that she can --

22 MR. McPHERSON: Right.

23 THE COURT: -- amend her plan.

24 MR. McPHERSON: And she -- she -- and she knew of it
25 -- we don't contest that -- the piece of this that we don't

1 contest is that her knowledge came into existence in 2012,
2 which would have been after confirmation.

3 But this amendment -- this post confirmation
4 amendment that she seeks is -- in the State Court action, she's
5 contesting the validity of the loan and the validity of the
6 debt.

7 THE COURT: Right.

8 MR. MCPHERSON: Summary judgment has been granted in
9 favor of Nationstar. Whether -- oh important to note that Ms.
10 Marks is still paying outside of the plan. So the original
11 confirmed plan had Nationstar being paid out of the plan, and
12 it's my understanding that that is still taking place.

13 The State Court action originally against Old South
14 that Nationstar intervened in contested the validity of the
15 loan. Even though payments were still being made, it's just
16 about the validity of the loan.

17 The modification that was proposed this year -- two
18 years after the State Court action was initiated seeks to alert
19 the Court to the dispute over the validity of the mortgage.

20 Now that -- the -- this is untimely and wrong under
21 1329 because 1329 provides modification would be improper if
22 it's made to increase or reduce the amount of payment. This is
23 simply alerting the Court to a dispute over the mortgage that's
24 being litigated, it was in State Court at the trial court
25 level, now is on appeal. It doesn't increase the amount or the

1 time of payments because at this point in time, whether the
2 amount of payments will change is completely speculative. So
3 here our argument today is the modification is untimely.

4 If Ms. Marks was successful in the State Court
5 action, she could come back under 1329 and petition for a
6 modification. But now, because she's not changing anything
7 under 1329, the modification is not being made for the purpose
8 of increasing or reducing the amount of payments. The
9 modification's improper -- improper.

10 So really the purpose of 1329 is when there is
11 something tangible to alert the Court to that would increase
12 the amount or the time in which payments are made, then
13 modifications are proper. But here where a second modification
14 would have to take place in order for it to really come into
15 fruition, it would be improper at this time.

16 THE COURT: Okay. Ms. Heilig?

17 MS. HEILIG: Your Honor, I -- I just don't think that
18 1329 or agree that 1329 is that limited. The purpose of the
19 modification is merely to notify the creditors that Ms. Marks
20 does dispute it.

21 And the additional purpose is that Ms. Marks is
22 attempting to preserve her rights within her appeal. She
23 doesn't want Nationstar to be able to come back and say, well,
24 your confirmed plan lists us as the secured party and have it
25 kicked out based on that.

1 And, you know, Your Honor, this is a court of equity.
2 And Ms. Marks, had she known of this claim pre-confirmation,
3 she certainly would have done this amendment pre-confirmation.
4 She didn't learn that she disputed their claim or the validity
5 of their claim until post confirmation.

6 And so she wished to amend the plan just to add some
7 nonstandard language. She certainly could have gone so far as
8 to try and list Nationstar as an unsecured creditor, but we do
9 believe that's premature at this point.

10 The purpose was just to notify the creditors and
11 reserve her rights that she does have a dispute, but will
12 continue paying as the secured party, pending the outcome of
13 her State Court appeal.

14 THE COURT: Okay. So how does -- if I allow Ms.
15 Marks to do that, Mr. McPherson, how does that -- how does that
16 affect Nationstar? How does it affect you at all?

17 MR. MCPHERSON: Your Honor, Nationstar has raised a
18 judicial estoppel argument in the State Court action. And
19 there could be some implications with your allowing the
20 amendment here to impact the modification argument there.

21 But really our position is 13 --

22 THE COURT: Well, I don't think that her -- if she
23 didn't know about the ability to or the -- had not filed the
24 claim against the mortgage company pre-confirmation, that she
25 should be barred from doing that. I thought Ms. Marks raised

1 some of these issues sometime with me, it seems.

2 MS. HEILIG: She certainly did. We -- the --
3 Nationstar was granted a limited stay relief to respond to the
4 State Court action. At the time, we didn't necessarily think
5 it was necessary to amend the plan.

6 It's just now that Ms. Marks has experienced in the
7 original State Court action that there was much hesitation
8 based on what was listed in the bankruptcy, that, you know, she
9 had listed them in the case or didn't list her dispute. She is
10 just trying to do everything she can to protect her rights and
11 make sure that this Chapter 13 bankruptcy is not used against
12 her as an excuse not to decide --

13 THE COURT: Right.

14 MS. HEILIG: -- the underlying merits of the case.

15 THE COURT: I understand that. So the question is
16 did she -- so before confirmation, she knew she was going to
17 sue her mortgage company.

18 MS. HEILIG: No, she did not. It was actually well
19 post confirmation. I would say eight months to a year post
20 confirmation that she discovered it --

21 THE COURT: And I forget, did --

22 MS. HEILIG: -- when she took a much closer look.

23 THE COURT: Did you represent her for that -- with
24 this plan?

25 MS. HEILIG: Yes, we did.

1 THE COURT: Okay. So -- and you said, Mr. McPherson,
2 there's not a dispute about that. You don't dispute whether
3 she --

4 MR. McPHERSON: No, no.

5 THE COURT: -- knew about it --

6 MR. McPHERSON: That was -- the plan was confirmed in
7 June, 2011. State Court action filed in April of 2012. So,
8 exactly as Ms. Heilig says.

9 But this would be a perfectly appropriate amendment
10 when it comes back to the Court with a --

11 THE COURT: Yeah, but --

12 MR. McPHERSON: -- concrete amount or time of when
13 that -- that --

14 THE COURT: Well, that's what you're trying to
15 prevent, that from happening based upon it not being listed.
16 Right? I mean you're trying to foreclose her ability to get a
17 judgment and liquidate an amount on which you say a later
18 amendment could be maintained by the argument of judicial
19 estoppel.

20 MR. McPHERSON: Right.

21 THE COURT: Yeah.

22 MR. McPHERSON: We've made judicial estoppel
23 argument --

24 THE COURT: Right. Well, I don't think that's --

25 MR. McPHERSON: Right.

1 THE COURT: I don't -- I don't think you should
2 necessarily get that. So I'll overrule the objection to the --
3 to the amendment of the plan for the purpose as you've
4 described it, which is just a -- to identify the litigation --

5 MS. HEILIG: Correct.

6 THE COURT: -- and -- and the correct party. Because
7 even -- since you filed the case, it was a different entity.

8 MS. HEILIG: Correct, Your Honor.

9 THE COURT: Because you say it's been assigned to
10 Nationstar and you're the servicer.

11 MR. McPHERSON: Yes, Your Honor. Nationstar is now
12 the --

13 THE COURT: Yeah.

14 MR. McPHERSON: -- holder and the servicer.

15 THE COURT: Well, I think that's probably a
16 reasonable way to look at it, considering the sophistication of
17 the mortgage assignment process, and that sort of thing. So I
18 hear your argument, and I understand why you're here. But I
19 think it's probably appropriate to -- you know, I don't see how
20 it prejudices Nationstar, particularly since you just learned
21 about the litigation after -- or ability to sue after
22 confirmation, and no one -- of the original plan, no one
23 disputes that.

24 Okay. So I guess we need an order to that effect
25 just on this matter.

1 MS. HEILIG: I think you could -- we could certainly
2 submit an order --

3 THE COURT: I'll --

4 MS. HEILIG: -- denying the objection to claim or --

5 THE COURT: I'm thinking that, you know, when you --
6 if this is an issue that's being considered in a parallel court
7 proceeding, you know, it's hard for those judges to know --

8 MS. HEILIG: Sure.

9 THE COURT: -- unless there's a writing.

10 MS. HEILIG: And it may be worth putting a little
11 more detail in this so --

12 THE COURT: Well, consistent with what we've said
13 today.

14 MS. HEILIG: Absolutely.

15 THE COURT: I'm happy for you to show it to Mr.
16 McPherson. I know it's not consented or anything, but, you
17 know, if you want to, but I'm not requiring it. But I --
18 that's my feeling is that this -- that maybe it's appropriate
19 to allow the amended plan. It really doesn't alter the
20 treatment --

21 MS. HEILIG: No, not at all, Your Honor.

22 THE COURT: -- of any party, other than it just
23 corrects the party that holds the mortgage.

24 MS. HEILIG: Correct.

25 THE COURT: And it indicates a fact --

1 MS. HEILIG: And it -- it just notifies the creditor.

2 THE COURT: -- that occurred post petition, and that

3 is --

4 MS. HEILIG: Absolutely.

5 THE COURT: -- that there is a dispute on the
6 validity of the mortgage.

7 MS. HEILIG: Absolutely.

8 THE COURT: It's not asking not to make payments in
9 the meantime.

10 MS. HEILIG: Not at all, Your Honor.

11 THE COURT: Okay. Mr. Wyman, do you see anything
12 wrong with that approach?

13 MR. WYMAN: No, Your Honor. And after Ms. Heilig
14 submits that proposed order and that's entered, then we will
15 submit an order confirming the amended plan.

16 THE COURT: Okay. Because that was the only issue.

17 MR. WYMAN: Yes, sir.

18 THE COURT: All right. Okay. Let's do it that way.

19 MULTIPLE SPEAKERS: Thank you.

20 THE COURT: Thank you. Appreciate it. Good seeing
21 you.

22 (Whereupon, at 9:51 A.M., the hearing was adjourned.)

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CERTIFICATE OF TRANSCRIBER

I, KAREN HARTMANN, a certified Electronic Court Transcriber, certify that the foregoing is a correct transcript from the electronic sound recording of the proceedings in the above-entitled matter.

Karen Hartmann

Karen Hartmann, AAERT CET**D0475 Date: July 21, 2014
TRANSCRIPTS PLUS, INC.

(1)

Fannie Mae Loan Lookup Results: Match Found

It appears that Fannie Mae owns your loan, based on the information you entered:

MELISSA MARKS

209 PRESIDENTIAL CT

ROUND O, SC 29474

Last 4 Digits of Social Security Number: ****

Mortgage Loan Closing Date: **10-05-2007**

Mortgage Company: **NATIONSTAR MORTGAGE, LLC**

Results—Our Records Indicate:

- Fannie Mae owns your loan that was closed on or before May 31, 2009. Knowing the Loan Closing Date is important because some programs, such as the Home Affordable Refinance Program (HARP) (/refinance/home-affordable-refinance-program), are available only for loans closed on or before May 31, 2009.
- Your mortgage company is **NATIONSTAR MORTGAGE, LLC**.
- You may be eligible for the Home Affordable Refinance Program (HARP) (/refinance/home-affordable-refinance-program). You may also be eligible for the Home Affordable Modification Program (HAMP) (/modify/home-affordable-modification-program) or other mortgage assistance programs available exclusively for Fannie Mae-owned loans.

Options Finder:

To help you find the option(s) that might be best for your situation, please answer the questions below:

Have you been delinquent on your mortgage in the past 12 months?

Yes No

Note: In this case, "delinquent" means you have paid your mortgage payment late by 30 days or more at any time in the last 6 months. Or, that you had more than one late payment or made a payment more than 30 days late in the 6-month period prior to the last 6 months.

Do you anticipate having difficulty paying your mortgage in the near future (next 2-3 months)?

Yes No

[Submit](#)**Next Steps:****[Request an Appointment to Get Help \(/loanlookup/maaf/hamp/mhc-form\)](/loanlookup/maaf/hamp/mhc-form)**

Contact the Fannie Mae Mortgage Help Center Network for free housing counseling and assistance with your mortgage.

[Look for a Foreclosure Prevention Event in your Area \(/find-resources/mortgage-assistance/foreclosure-prevention-events\)](/find-resources/mortgage-assistance/foreclosure-prevention-events)

Talk in person with housing counselors and mortgage companies to get the help you need.

[Explore KnowYourOptions.com \(/\)](#)

Review the useful information and tools on this site to learn more about your options.

[Contact Your Mortgage Company \(/find-resources/mortgage-assistance/helpful-contacts/your-mortgage-company\)](/find-resources/mortgage-assistance/helpful-contacts/your-mortgage-company)

Confirm these results and obtain additional information regarding your mortgage by contacting your mortgage company.

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Certificate of Appellant/Plaintiff *Pro Se*

The undersigned hereby certifies that the Appendix to the Record on Appeal contains all material proposed to be included by any of the parties and not any other material.

Respectfully submitted,

August 8, 2014



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Appellant/Plaintiff *Pro Se*

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,

v.

Nationstar Mortgage, LLC,Respondent.

PROOF OF SERVICE

I certify that I have served Appellant's Motion for Leave to Submit Supplemental Record on Appeal and Memorandum in Support, including Exhibit A, on the Respondent, Nationstar Mortgage, LLC, by depositing a copy of it in the United States Mail, postage prepaid, on August 8, 2014, addressed to its attorney of record, Robert A. Muckenfuss, Esq., McGuireWoods LLP, 201 North Tryon Street, Suite 3000, Charlotte, NC 28202, and on Old South Mortgage Corporation, by depositing a copy of it in the United States Mail, postage prepaid, on August 8, 2014, addressed to its attorney of record, John F. Knobloch, Esq., King & Knobloch, P.C., 808 Johnnie Dodds Blvd., Mt. Pleasant, SC 29464.

Respectfully submitted,

August 8, 2014



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August 8, 2014

The Honorable Jenny Abbott Kitchings
Clerk of Court
South Carolina Court of Appeals
1015 Sumter Street
Columbia, SC 29201

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AUG 11 2014

SC Court of Appeals

Re: Melissa Jean Marks v. Old South Mortgage Corporation, et al.
Colleton County Court of Common Pleas
Civil Action No. 2012-CP-15-00262
Appellate Case No. 2013-002555

Dear Ms. Kitchings:

Enclosed please find for filing an original and six copies of Appellant's Motion for Leave to Submit Supplemental Record on Appeal and Memorandum in Support, including the proposed Appendix to Record on Appeal attached thereto as Exhibit A, Proof of Service, and \$25.00 money order in payment of the filing fee. In addition, I am enclosing an extra copy of just the pleading and Proof of Service and request that you please file-stamp them and return them to me in the enclosed self-addressed, stamped envelope for my records.

I thank you and appreciate your assistance with this matter.

Sincerely,



Melissa J. Marks
Appellant/Plaintiff *Pro Se*

cc: Robert A. Muckenfuss, Esq., Attorney for Respondent Nationstar Mortgage, LLC
John F. Knobloch, Esq., Attorney for Defendant Old South Mortgage Corp.