

IN THE SOUTH CAROLINA COURT OF APPEALS

James L. Dennis, Enid Dennis, And Stonewood)	Appeal No.
Homeowners Association of York County, Inc.,)	On Appeal from the State Court of
)	South Carolina County of York Court
Defendants, Appellants,)	of Common Pleas
)	Case No. 2010-CP-46-4307
Vs.)	
)	
HSBC Mortgages Services, Inc.,)	
)	
Plaintiff, Appellee.)	

RECORD ON APPEAL

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James L. Dennis and Enid Dennis
Mailing Address: 1015 Charlotte Avenue #141
Rock Hill, South Carolina 29732
704-506-7567(Enid), 704-506-4005 (James)
Appellants, In Propria Persona

STATE OF SOUTH CAROLINA COUNTY OF YORK
COURT OF COMMON PLEAS

(Master in Equity's Order of Judgment of Foreclosure and Sale Decree)

James L. Dennis, Enid Dennis

Appellant

No. 2010-CP-46-4307

vs.

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MAR 08 2012

HSBC Mortgage Services, Inc.


SC Court of Appeals

Respondent

NOTICE OF APPEAL

NOTICE IS GIVEN that JAMES DENNIS and ENID DENNIS pursuant to SC Appeals Court Rule 203 NOTICE OF APPEAL, hereby Appeals from the Master in Equity's Order of Judgment of Foreclosure and Sale Decree entered herein on March 6, 2012 by the Honorable S. Jackson Kimball.

Dated: March 8, 2012



Appellant, In Propria Persona



Appellant, In Propria Persona

JAMES L DENNIS
1015 Charlotte Avenue #141
Rock Hill, South Carolina [29732]
704-506-4005(James) 704-506-7567(Enid)
Appellant, In Propria Persona

Original filed with the
Clerk of Appeals Court, along
with any fees required by the clerk,
and copies mailed/delivered on
this date March 8, 2012 to:

Riley Pope & Laney, LLC
(HSBC Mortgage Services, Inc.)
2838 Devine Street
Columbia, South Carolina 29205

Honorable S. Jackson Kimball
1 North Congress Street
York, South Carolina 29745

Delivered by US mail March 14, 2012

York County Clerk of Courts
P.O. Box 649
300 West Liberty Street
York, South Carolina 29745

STATE OF SOUTH CAROLINA
COUNTY OF YORK

HSBC Mortgage Services, Inc.,

Plaintiff,

vs.

James L. Dennis, Enid Dennis, and
Stonewood Homeowners Association of
York County, Inc.,

Defendant(s).

(File No. 4018.13110)

RILEY POPE & LANEY, LLC
Attorneys for Plaintiff

James L. Dennis
Pro Se

Enid Dennis
Pro Se

IN THE COURT OF COMMON PLEAS
C/A NO.: 2010-CP-46-4307



**MASTER IN EQUITY'S ORDER OF
JUDGMENT OF FORECLOSURE AND
SALE DECREE**

(Non-Jury)
(Deficiency Waived)

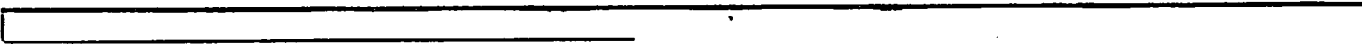
FILED-RECEIVED
2012 MAR -9 AM 9:01
DAVID HAMILTON
C.C.P. & G.S.
YORK COUNTY, SC

Pursuant to Rule 53 SCRCP, the above entitled matter was referred to the undersigned to make appropriate findings of fact and conclusions of law with authority to enter a final judgment in this cause without further order of court. Any appeal from this Order shall be directly to the South Carolina Court of Appeals.

Pursuant to said Order of Reference a hearing was held on March 6, 2012, attended by attorneys of record, the testimony was taken, which is herewith reported, and from the testimony and evidence, I find, conclude and order as follows:

FINDINGS OF FACT:

- 1) The Lis Pendens was filed on October 1, 2010. An Amended Lis Pendens was filed on October 6, 2010.
- 2) The Summons and Complaint were filed on October 6, 2010.
- 3) Service was made upon the Defendant(s) as shown by the proof of service filed herein.
- 4) The Defendant Stonewood Homeowners Association of York County, Inc. is in default as shown by Notice of Default filed herein.
- 5) The Defendant(s) and all attorneys of record were notified of the time, date, and place of the hearing in this matter.



6) According to the affidavit filed herein, no individual Defendants in default are in the military service of the United States of America, as contemplated under the Servicemembers' Civil Relief Act (SCRA) of 2003, and any amendments thereto.

7) For value received, James L. Dennis and Enid Dennis made, executed and delivered a note ("Note") dated November 30, 2006, promising thereby to pay to the order of Decision One Mortgage Company, LLC the sum of Two Hundred Twenty Five Thousand Seven Hundred Ten and 00/100 (\$225,710.00) Dollars, with interest at the rate of 8.36% per annum initially, with a current rate of 8.3600% per annum. Other terms and conditions are stated in the Note, which is of record herein.

8) To better secure the payment of the Note described above, James L. Dennis and Enid Dennis made, executed, and delivered to Mortgage Electronic Registration Systems, Inc. (MERS) as nominee for Decision One Mortgage Company, LLC. a certain real estate mortgage ("Mortgage") in writing, dated November 30, 2006, covering real property in York County, which is the same as that described in the Complaint. The Mortgage was filed in the Office of the Register of Mesne Conveyances/Register of Deeds for York County on December 4, 2006, in Book 8627 at Page 235. That thereafter, the Mortgage was assigned unto Plaintiff, by assignment recorded on October 25, 2010 in Book 11670 at Page 65.

9) The Mortgage evidences and secures the repayment of money advanced by the mortgagee to, or on behalf of, the mortgagor(s) and constitutes a purchase money first mortgage lien on the mortgaged premises.

10) The Plaintiff is the real party in interest pursuant to SCRCP 17(a) and is entitled to enforce the terms of the subject Note and Mortgage.

11) The titleholder(s) of record of the subject property as of the filing of the Lis Pendens in this action are James L. Dennis and Enid Dennis, who are the original mortgagors.

12) Any notice required by the terms of the Note(s) and/or Mortgage(s) or by state or federal statutes has been given to the applicable Defendant(s) prior to the commencement of this action.

13) The loan evidenced by the Note and Mortgage is not owned, securitized or guaranteed by Fannie Mae or Freddie Mac, and is not serviced by a servicer participating in the Home Affordable Modification Program (HAMP). Therefore the Court finds that there are no HAMP issues to be resolved before foreclosure is ordered or the sale is commenced.

14) A Notice of Denial & Attorney Certification having being filed in this matter pursuant to Administrative Order 2011-05-02-01, the Court finds that the foreclosure action may proceed to Judgment and Sale.

15) The payments which became due on March 1, 2010 on the Note , and subsequent months, have not been made as provided for therein, and the Plaintiff, as the holder thereof, has elected to require immediate payment of the entire amount due thereon and has placed the Note and Mortgage in the hands of its attorney for collection by foreclosure.

16) The sum of \$4,610.00 is a reasonable fee to allow as attorney's fees for Plaintiff's attorney for services performed and anticipated to be performed until final adjudication of this action, under the terms of the Note and Mortgage. The inclusion of services anticipated to be performed until final adjudication contemplates completion of this matter within a reasonable time and does not include exceptional circumstances delaying conclusion beyond the normal time.

17) The amount due and owing on the Note, with interest at the rate provided in the Note, and other costs and expenses of the within action, including an attorney's fee, secured by the Note and Mortgage, is as follows:

(a) Principal amount due as of March 1, 2010	\$203,238.86
(b) Interest from February 1, 2010 to March 9, 2012 at a current rate of 8.3600%	\$37,948.04
(c) Advances	
Property Inspections, BPOs, Appraisals	\$312.50
(d) Costs of collection prior to hearing (service of process, filing fees, etc.	\$1,124.00
(e) Attorneys Fee	\$4,610.00
Total debt secured by Note and Mortgage, including interest to date shown	\$247,233.40

Interest for the period from the date shown in (b) above through the date of this judgment at above stated rate to be added to the above stated "Total Debt" to comprise the amount of the judgment debt entered herein and interest after the date of judgment at the rate of 8.3600% per annum (pursuant to the terms of the Note and Mortgage) on the judgment debt should be added to such judgment debt to comprise the amount of Plaintiff's debt secured by the Mortgage through the date to which such interest is computed.

18) The Plaintiff is seeking the usual foreclosure of the mortgage and has in the Complaint, or subsequently thereto in writing, expressly waived the right to a personal or deficiency judgment pursuant to Rule 71(b) SCRCP.

19) The following Defendant(s) claim(s) or may claim a lien upon or interest in the subject property or are otherwise involved in this matter. In the event there is a surplus from the sale of the subject property, the validity, priority and amount of such liens will be determined at a hearing subsequent to the sale, in accordance with Rule 71(c), SCRCP. The Clerk of Court/Register of Deeds is

hereby ordered to release said liens in so much as it pertains to the property which is the subject of this action:

Stonewood Homeowners Association of York County, Inc. by virtue of a Notice of Lien against James L. Dennis and Enid Dennis in the amount of \$579.00 dated May 7, 2008 and recorded on May 12, 2008 in Book 69 at Page 317; and also by virtue of any lien or enforceable assessments claimed as provided for in the Declaration of Covenants, Conditions, and Restrictions recorded in Book 7425 at Page 42, and any amendments thereto. Any such interest or lien upon the subject property is junior and subordinate to Plaintiff's mortgage.

CONCLUSIONS OF LAW

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED:

- 1) The Plaintiff's Mortgage should be declared a purchase money first mortgage lien and Plaintiff should have judgment of foreclosure of the mortgage and the mortgaged property should be ordered sold at public auction after due advertisement.
- 2) The Court finds that there are no HAMP issues to be resolved before foreclosure is ordered or the sale is commenced.
- 3) The Court also finds that the Plaintiff is in compliance with Administrative Order 2011-05-02-01 and that the foreclosure action may proceed to Judgment and Sale.
- 4) The Defendants named herein, and all persons whosoever claiming under Defendants, are forever barred and foreclosed of all right, title, interest, equity of redemption or lien in the said mortgaged premises so sold, or any part thereof.
- 5) Pursuant to Rule 53, SCRCF, this Order shall constitute a final judgment.
- 6) There is due to the Plaintiff on the Note and Mortgage set forth in the Complaint the sum of \$247,233.40, as set out in the Findings of Fact *supra*.
- 7) The amount due in the preceding paragraph (the "Total Debt" as set out in the Findings of Fact *supra*, and later accrued interest on the principal), shall constitute the total judgment debt due Plaintiff and shall bear interest hereafter at the rate of 8.3600% per annum. The amount of the judgment shall be subject to increase to permit the Plaintiff to recover additional costs, commissions and expenses not included in the judgment figures set forth herein. It may also increase to include supplemental compensation for attorney's services not contemplated by the initial fee awarded. Jurisdiction over the fee award and total debt is reserved to facilitate the assessment and payment of any such costs and/or supplemental compensation. Such additional costs, commissions and expenses may be established by statement and shall be adjudicated by the Court without further finding.
- 8) The Defendants liable for the aforesaid judgment debt including interest at the rate of 8.3600% per annum shall on or before the date of sale of the property hereinafter described, pay to the Plaintiff, or

Plaintiff's attorney the amount of Plaintiff's debt as aforesaid, together with the costs and disbursements of this action.

9) On default of payment at or before the time herein indicated, the mortgaged premises described in the Complaint, as hereinafter set forth, shall be sold by the Master in Equity, at public auction, at the County Courthouse in York, South Carolina, on some convenient sales day hereafter (and should the regular day of judicial sales fall on a legal holiday, then and in such event, the sales day shall be on some other day appointed by the Court), on the following terms, that is to say:

10) For cash: The Master in Equity, will require, at the time of the bid, a deposit of 5% of the amount of the bid (in cash or equivalent) same to be applied to purchase price if compliance is made, but in the event of non-compliance, the deposit may be forfeited without further hearing and applied first to the costs of the action and then to plaintiff's debt. Should the successful bidder at the regularly conducted sale fail or refuse to make the required deposit at time of bid or comply with the other terms of the bid within twenty (20) days, then the property may be re-sold on the same terms and conditions on some subsequent Sales Day, but at the risk of the defaulting bidder(s).

11) Interest on the balance of the bid shall be paid through the day of compliance at the rate of 8.3600%.

12) Purchaser shall pay for any statutory commission on sale from the proceeds of sale, deed preparation, costs of recording the deed, and deed stamps.

13) A personal or deficiency judgment having been waived, the bidding will not remain open after the date of sale and compliance with the bid may be made immediately.

14) The Master in Equity, will, by advertisement according to law, give notice of the time and place of such sale and the terms thereof and will execute to the purchaser, or purchasers, a deed to the premises sold. The Plaintiff, or any other party to this action, may become a purchaser at such sale, and if, upon such sale being made, the purchaser, or purchasers, should fail to comply with the terms thereof within twenty (20) days after the conclusion of the bidding, then the Master in Equity, may advertise the said premises for sale on the next or some other subsequent sales day at the risk of the highest bidder and so from time to time thereafter until a full compliance shall be secured.

15) In the event an agent of the Plaintiff does not appear at the time of sale, the within property shall be withdrawn from sale and sold at the next available sales day upon the terms and conditions as set forth in this Judgment of Foreclosure and Sale or such terms as may be set forth in a supplemental order.

16) If Plaintiff is the successful bidder at the sale, for a sum not exceeding the amount of costs, expenses and the indebtedness of Plaintiff in full, Plaintiff may pay to the Master in Equity, only the amount of the costs and expenses crediting the balance of the bid on Plaintiff's indebtedness.

17) The Master in Equity will apply the proceeds of the sale as follows:

FIRST: To the payment of the amount of the costs and expenses of this action, including any Guardian Ad Litem fee or fees of attorneys appointed under Order of Court;

NEXT: To the payment to the Plaintiff or Plaintiff's attorney of the amount of Plaintiff's debt and interest (including attorney fees) or so much thereof as the purchase money will pay on the same;

NEXT: Any surplus should be held pending further Order of this court.

18) In the event the successful bidder is other than the Defendant(s) in possession of the subject property, upon full compliance and title by deed from the Court vested into such purchaser, and upon issuance of a Writ of Assistance by the Court, the Sheriff of York County is ordered and directed to eject and remove from the premises the occupant(s) of the property sold, together with all personal property located thereon, and put the successful purchaser or his assigns in full, quiet, and peaceable possession of said premises without delay, and to keep said successful bidder or his assigns in such peaceable possession. All valid tenant rights shall be protected pursuant to the Protecting Tenants at Foreclosure Act of 2009.

19) In the event the successful purchaser is someone other than the Defendant(s) in possession of the subject property, and the occupants have voluntarily vacated the property or have been ejected from the property leaving furnishings, fixtures and items not subject to Plaintiff's Mortgage is said property, and title by deed from the Court is vested into such purchaser, the Purchaser is authorized to remove from the property all furnishings, fixtures and items not subject to the lien of Plaintiff's Mortgage. The personal property, being deemed abandoned, shall be removed by the Purchaser or its agents from the subject property by placing said property on the public street or highway or by any other means.

20) In accordance with S.C. Code Ann. §30-9-31, the deed of conveyance made pursuant to said sale shall be indexed by the R.M. C. in the name of the owner of record of subject property immediately prior to execution of the deed, as well as in the name of the Master in Equity, who executes such deed as grantor.

21) The undersigned will retain jurisdiction to do all necessary acts incident to this foreclosure including, but not limited to, the issuance of a Writ of Assistance.

22) The following is a description of the premises herein ordered to be sold:

All that certain piece, parcel or lot of land lying, being and situate in the City of Rock Hill, County of York, State of South Carolina, and being shown and designated as Lot 97 on Final Plat for Springsteen Plantation (Lots 53-73, 97-102, 110-114, 135-156, and 162-165), prepared by Fisher-Sherer, Inc. dated November 25, 2005, revised January 6, 2006 and recorded March 10, 2006, in the Office of the Clerk of Court for York County in Plat Book D-81 at Page 4. The within described Lot 97 is also known as Lot 97 of Stonewood Development by Ryland.

Also being shown as Lot 97, Springsteen Plantation, on a Plat of Property of James Dennis, prepared by Moon Surveying, dated October 25, 2006, and recorded in the Office of the Clerk of Court for York County in Plat Book 143, at Page 589.

This being the identical property conveyed to James L. Dennis and Enid Dennis by Deed of The Ryland Group, Inc., dated November 30, 2006 and recorded December 4, 2006 in Deed Book 8627, at Page 232 in the Office of the Clerk of Court for York County, South Carolina.

TMS No. 669-06-01-082

Property Address: 1059 Millhouse Drive, Rock Hill, SC 29730

S/S JACKSON KIMBALL

Honorable S. Jackson Kimball
Master in Equity, York County

March 6, 2012
York, South Carolina

STATE OF SOUTH CAROLINA
COUNTY OF YORK

IN THE COURT OF COMMON PLEAS
C/A NO.: 2010-CP-46-04307

COPY

HSBC Mortgage Services, Inc.,

Plaintiff,

vs.

James L. Dennis, Enid Dennis, and
Stonewood Homeowners Association of
York County, Inc.,

Defendant(s).

COMPLAINT

FIRST CAUSE OF ACTION
Foreclosure of Real Estate Mortgage

(Deficiency Waived)

FILED-RECEIVED
2010 OCT -6 AM 10:32
DAVID HAMILTON
C.C. CO. & GS
YORK COUNTY, SC

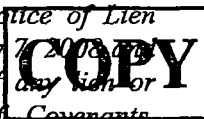
(File No. 4018.13110)

The Plaintiff above-named, complaining of the Defendants above named, herein alleges:

GENERAL ALLEGATIONS

1. This is an action for the foreclosure of a mortgage upon real estate in York County, South Carolina.
2. The Plaintiff is a corporation or other legal entity duly organized and existing under and by virtue of the laws of one of the States of The United States of America and is authorized to transact business in the State of South Carolina.
3. The Plaintiff is the owner and holder of the Note and Mortgage described hereafter and that are the subject of this action.
4. Some lien on or right, title, or interest in the real estate, the subject of this action, may be claimed by the Defendant(s) herein.
5. Based upon a search of the public records of York County, all persons or entities having an interest or lien or possible claim in or upon the mortgaged premises subordinate to the lien of the Plaintiff as of the date and time of the filing of the Lis Pendens herein have been made defendants.
6. The Defendant(s) herein described, if any, as judgment creditors, have by filing said judgments designated their attorney entering the judgment as their agent for service of process under the provisions of S.C. Code Ann. §15-35-840.
7. The hereinafter named Defendant(s) may have some interest in or lien upon the property which is the subject of this action by virtue of the matter and issues herein below alleged. In the event there is a surplus from the foreclosure sale of the subject property, the validity, priority and amount of such lien or claim will be determined at a hearing subsequent to the sale, in accordance with Rule 71(c) SCRPC. These liens or interests are described as follows:

Stonewood Homeowners Association of York County, Inc. by virtue of a Notice of Lien against James L. Dennis and Enid Dennis in the amount of \$579.00 dated May 7, 2008, as recorded on May 12, 2008 in Book 69 at Page 317; and also by virtue of any lien or enforceable assessments claimed as provided for in the Declaration of Covenants, Conditions, and Restrictions recorded in Book 7425 at Page 42, and any amendments thereto. Any such interest or lien upon the subject property is junior and subordinate to Plaintiff's mortgage.



8. On or about November 30, 2006, James L. Dennis and Enid Dennis made, executed and delivered unto Decision One Mortgage Company, LLC a certain Note ("Note") in the principal sum of Two Hundred Twenty Five Thousand Seven Hundred Ten and 00/100 (\$225,710.00) Dollars, payable in monthly installments of principal and interest of \$1,713.17 beginning January 1, 2007, a copy of which is attached hereto as Exhibit "A" and made a part hereof by reference.

9. In order to secure the payment of the Note according to the terms and conditions thereof, James L. Dennis and Enid Dennis made, executed and delivered unto Mortgage Electronic Registration Systems, Inc. (MERS) as nominee for Decision One Mortgage Company, LLC. a certain real estate mortgage ("Mortgage") covering the following described property:

All that certain piece, parcel or lot of land lying, being and situate in the City of Rock Hill, County of York, State of South Carolina, and being shown and designated as Lot 97 on Final Plat for Springsteen Plantation (Lots 53-73, 97-102, 110-114, 135-156, and 162-165), prepared by Fisher-Sherer, Inc. dated November 25, 2005, revised January 6, 2006 and recorded March 10, 2006, in the Office of the Clerk of Court for York County in Plat Book D-81 at Page 4. The within described Lot 97 is also known as Lot 97 of Stonewood Development by Ryland.

Also being shown as Lot 97, Springsteen Plantation, on a Plat of Property of James Dennis, prepared by Moon Surveying, dated October 25, 2006, and recorded in the Office of the Clerk of Court for York County in Plat Book 143, at Page 589.

This being the identical property conveyed to James L. Dennis and Enid Dennis by Deed of The Ryland Group, Inc., dated November 30, 2006 and recorded December 4, 2006 in Deed Book 8627, at Page 232 in the Office of the Clerk of Court for York County, South Carolina.

TMS No. 669-06-01-082

Property Address: 1059 Millhouse Drive, Rock Hill, SC 29730

10. The Mortgage was signed, witnessed and probated; thereafter the Mortgage was recorded in the public records of York County on December 4, 2006, in Book 8627 at Page 235. That thereafter, the Mortgage was assigned unto Plaintiff, which assignment is to be recorded in said ROD Office. A copy of the Plaintiff's Mortgage is attached hereto as Exhibit "B" and made a part hereof by reference.

Λ

11. The Mortgage evidences and secures the repayment of money advanced by the Plaintiff or its predecessor in interest, to, or on behalf of, the mortgagor(s) and constitutes a purchase money first mortgage lien on the mortgaged premises.

COPY

12. The loan evidenced by the Note and Mortgage is not owned, securitized or guaranteed by Fannie Mae or Freddie Mac, and is not serviced by a servicer participating in the Home Affordable Modification Program (HMP).

FOR A FIRST CAUSE OF ACTION
(Foreclosure of Mortgage)

13. The Plaintiff incorporates the allegations of the preceding Paragraphs as if repeated verbatim.

14. Prior to the commencement of this action, the Plaintiff has complied with its obligation(s) as required under the terms of the Note and Mortgage and/or any Federal or State statutes or regulations including, but not limited to, the furnishing of any notices required to the obligator(s) giving to such person(s) the right to cure any default under the terms of the Note and Mortgage that may exist.

15. The installments of principal and interest which became due on March 1, 2010 have not been paid although demand for the payment thereof has been made and the Plaintiff, as the holder of the Note and Mortgage, elects to and does declare the entire balance of said principal and interest due and payable at once, and that there is now due and owing and unpaid upon the said Note and Mortgage the sum of Two Hundred Three Thousand Two Hundred Thirty Eight and 86/100 (\$203,238.86) Dollars as of March 1, 2010, together with interest thereon at the rate of 8.36% per annum initially, with a current rate of 8.3600% per annum from February 1, 2010, together with reasonable attorney's fees and the costs and disbursements of this action, plus all moneys, if any, advanced by the Plaintiff under the terms of the Note and Mortgage for the payment of ad valorem taxes and/or insurance premiums, property maintenance, and securing thereof or otherwise.

16. Pursuant to the terms of the Mortgage, Plaintiff has employed counsel to prosecute this action, and under the terms of the Note and Mortgage, Plaintiff's counsel is entitled to reasonable attorney's fees and costs of this action.

17. Plaintiff may be forced to pay sums for taxes, insurance and costs for securing the property, which sums, according to the terms of the Mortgage, should be added to the amount of the debt.

18. Plaintiff's right to a personal or deficiency judgment pursuant to S.C. Code Ann. §§29-3-650 and 29-3-660 is expressly waived.

1

**NOTICE REQUIRED BY THE FAIR DEBT
COLLECTION PRACTICES ACT
15 U.S.C. Section 1601, As Amended**

COPY

1. As of October 5, 2010, the principal amount of the debt you owe is \$203,238.86. Because of interest, late charges, and other charges that may vary from day to day, the amount due on the day you pay may be greater. Hence, if you pay the amount shown above, an adjustment may be necessary after we receive your check, in which event we will inform you before depositing the check for collection. For further information, write or call as directed in Paragraph 6 of this Notice.
2. HSBC Mortgage Services, Inc. is the Creditor to whom the debt is owed.
3. If the Creditor named in this notice is not the original Creditor, and if you make a request to the Creditor's law firm within thirty (30) days of the receipt of this notice, the name and address of the original Creditor will be mailed to you by the Creditor's law firm.
4. The debt described in the Complaint attached hereto and evidenced by the Note and Mortgage described therein will be assumed to be valid by the Creditor's law firm unless you, the Debtor, within thirty (30) days after the receipt of this notice, dispute, in writing, the validity of the debt or some portion thereof.
5. If you, the Debtor, notify the Creditor's law firm in writing within thirty (30) days of the receipt of this notice that the debt or any portion thereof is disputed, the Creditor's law firm will obtain a verification of the debt, and a copy of the verification will be mailed to the Debtor by the Creditor's law firm.
6. Written requests should be addressed to Riley Pope & Laney, LLC, Post Office Box 11412, Columbia, SC 29211.
7. This notice should not be construed as a thirty (30) grace period. Creditor may pursue collection efforts immediately and not wait thirty (30) days.

**THIS IS AN ATTEMPT TO COLLECT A DEBT, AND ANY INFORMATION
OBTAINED WILL BE USED FOR THAT PURPOSE.**

COPY

STATE OF SOUTH CAROLINA

COUNTY OF YORK

HSBC Mortgage Services, Inc.,

Plaintiff,

vs.

James L. Dennis, Enid Dennis, and
Stonewood Homeowners Association of
York County, Inc.,

Defendant(s).

IN THE COURT OF COMMON PLEAS

C/A NO.: 2010-CP-46-04307

SUMMONS AND NOTICE

(Deficiency Waived)

DAVID HAMILTON
CLERK OF COURT
YORK COUNTY, SC

2010 OCT -6 AM 10:32

FILED-RECEIVED

(File No. 4018.13110)

TO THE DEFENDANT(S) ABOVE NAMED:

YOU ARE HEREBY SUMMONED and required to appear and defend by answering the Complaint in this action, a copy of which is hereby served upon you, and to serve a copy of your Answer on the subscribers at their offices, 2838 Devine Street, Columbia, South Carolina 29205, within thirty (30) days after the service hereof, exclusive of the day of such service; except that the United States of America, if named, shall have sixty (60) days to answer after the service hereof, exclusive of the day of such service; and if you fail to do so, judgment by default will be rendered against you for the relief demanded in the complaint.

TO MINOR(S) OVER FOURTEEN YEARS OF AGE, AND/OR TO MINOR(S) UNDER FOURTEEN YEARS OF AGE AND THE PERSON WITH WHOM THE MINOR(S) RESIDES, AND/OR TO PERSONS UNDER SOME LEGAL DISABILITY:

YOU ARE FURTHER SUMMONED AND NOTIFIED to apply for the appointment of a guardian ad litem within thirty (30) days after the service of this Summons and Notice upon you. If you fail to do so, application for such appointment will be made by Plaintiff.

YOU WILL ALSO TAKE NOTICE that should you fail to answer the foregoing Summons, the Plaintiff will move for a general Order of Reference of this cause to the Master-in-Equity or a Special Referee for the aforesaid County, which Order shall, pursuant to Rule 53, SCRCF, specifically provide that the said Master or Special Referee is authorized and empowered, to enter a final judgment in this case and any appeal from the final judgment entered herein to be made directly to the Supreme Court.

YOU WILL ALSO TAKE NOTICE that under the provisions of S.C. Code Ann. § 29-100, effective June 16, 1993, any collateral assignment of rents contained in the attached mortgage is perfected and Plaintiff hereby gives notice that all rents shall be payable directly to it by delivery to its undersigned attorneys from the date of default. In the alternative Plaintiff will move before a Judge of this Circuit on the 10th day after service hereof, or as soon thereafter as counsel may be heard, for an Order enforcing the assignment of rents, if any, and compelling payment of all rents covered by such assignment directly to the Plaintiff, which motion is to be based upon the original note and mortgage which is the subject of this action and the Complaint attached hereto.

THIS COMMUNICATION IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION GAINED WILL BE USED FOR THAT PURPOSE.

RILEY POPE & LANEY, LLC



T. Lowndes Pope, SC Bar 66507
Roy F. Laney, SC Bar 64279
Heidi B. Carey, SC Bar 7020
Heath M. Stewart, III, SC Bar 74190
Nikole H. Boland, SC Bar 70491
2838 Devine Street
Post Office Box 11412 (29211)
Columbia, South Carolina 29205
(803) 799-9993
Attorneys for Plaintiff

October 5, 2010
Columbia, South Carolina

EXHIBIT A

COPY

STATE OF SOUTH CAROLINA

COUNTY OF YORK

HSBC Mortgage Services, Inc.,

Plaintiff,

vs.

James L. Dennis, Enid Dennis, and
Stonewood Homeowners Association of
York County, Inc.,

Defendant(s).

IN THE COURT OF COMMON PLEAS

C/A NO.: 2010-CP-46-04307

SUMMONS AND NOTICE

(Deficiency Waived)

DAVID HAMILTON
C.C. CHASE & ASSOCIATES
YORK COUNTY, SC

2010 OCT -5 AM 10:31

FILED-RECEIVED

(File No. 4018.13110)

TO THE DEFENDANT(S) ABOVE NAMED:

YOU ARE HEREBY SUMMONED and required to appear and defend by answering the Complaint in this action, a copy of which is hereby served upon you, and to serve a copy of your Answer on the subscribers at their offices, 2838 Devine Street, Columbia, South Carolina 29205, within thirty (30) days after the service hereof, exclusive of the day of such service; except that the United States of America, if named, shall have sixty (60) days to answer after the service hereof, exclusive of the day of such service; and if you fail to do so, judgment by default will be rendered against you for the relief demanded in the complaint.

TO MINOR(S) OVER FOURTEEN YEARS OF AGE, AND/OR TO MINOR(S) UNDER FOURTEEN YEARS OF AGE AND THE PERSON WITH WHOM THE MINOR(S) RESIDES, AND/OR TO PERSONS UNDER SOME LEGAL DISABILITY:

YOU ARE FURTHER SUMMONED AND NOTIFIED to apply for the appointment of a guardian ad litem within thirty (30) days after the service of this Summons and Notice upon you. If you fail to do so, application for such appointment will be made by Plaintiff.

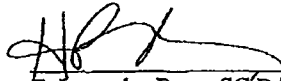
YOU WILL ALSO TAKE NOTICE that should you fail to answer the foregoing Summons, the Plaintiff will move for a general Order of Reference of this cause to the Master-in-Equity or a Special Referee for the aforesaid County, which Order shall, pursuant to Rule 53, SCRPC, specifically provide that the said Master or Special Referee is authorized and empowered, to enter a final judgment in this case and any appeal from the final judgment entered herein to be made directly to the Supreme Court.

YOU WILL ALSO TAKE NOTICE that under the provisions of S.C. Code Ann. § 37-100, effective June 16, 1993, any collateral assignment of rents contained in the attached mortgage is perfected and Plaintiff hereby gives notice that all rents shall be payable directly to it by delivery to its undersigned attorneys from the date of default. In the alternative Plaintiff will move before a Judge of this Circuit on the 10th day after service hereof, or as soon thereafter as counsel may be heard, for an Order enforcing the assignment of rents, if any, and compelling payment of all rents covered by such assignment directly to the Plaintiff, which motion is to be based upon the original note and mortgage which is the subject of this action and the Complaint attached hereto.

COPY

THIS COMMUNICATION IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION GAINED WILL BE USED FOR THAT PURPOSE.

RILEY POPE & LANBY, LLC



F. Lowndes Pope, SC Bar 66507
Roy F. Laney, SC Bar 64279
Heidi B. Carey, SC Bar 7020
Heath M. Stewart, III, SC Bar 74190
Nikole H. Boland, SC Bar 70491
2838 Devine Street
Post Office Box 11412 (29211)
Columbia, South Carolina 29205
(803) 799-9993
Attorneys for Plaintiff

October 5, 2010
Columbia, South Carolina

18

IN THE GENERAL COURT OF COMMON PLEAS SIXTEENTH JUDICIAL CIRCUIT
YORK COUNTY, STATE OF SOUTH CAROLINA



COPY

CASE NO.: 2010-CP-46-4307

HSBC Mortgage Services, Inc.,

Plaintiff in Error

Vs.

JAMES L DENNIS [CEST QUE TRUST]
ENID DENNIS [CEST QUE TRUST]

Defendants in Error.

FILED-RECEIVED
2012 FEB -6 AM 9:52
DAVID HAMILTON
C.C.C.P. & G.S.
YORK COUNTY, SC

ANSWER TO SUMMONS AND COMPLAINT

PLEASE TAKE NOTICE to the attached documentation that is to serve as response to Plaintiff in Error's Notice of Denial of Foreclosure Intervention. The attached document Writ in the Nature of Discovery and Disclosure is required to be answered by HSBC Mortgage Services within 30 Days of this answer, if no answer and supporting documentation is received within 30 Days the Executors office of the JAMES LONELL DENNIS, Estate request settlement, closure and dismissal of this case for failure to state a claim for which relief can be granted.

1. **Copy of "Writ in the Nature of Discovery and Disclosure" ("Qualified Written Request")**
2. **Copy of Fiduciary Termination of Riley, Pope & Laney, LLC (original sent 10/27/2011)**
3. **Copy of Cease and Desist letter to third party debt collector Riley, Pope & Laney, LLC**

STATE OF SOUTH CAROLINA

COUNTY OF YORK

HSBC Mortgage Services, Inc.,

Plaintiff,

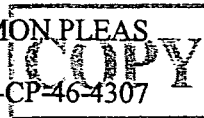
vs.

James L. Dennis, Enid Dennis, and
Stonewood Homeowners Association of
York County, Inc.,

Defendant(s).

IN THE COURT OF COMMON PLEAS

C/A NO.: 2010-CP-46-4307

**ATTORNEY CERTIFICATION**

(Administrative Order 2011-05-02-01)

(File No. 4018.13110)

The undersigned Plaintiff's attorney does hereby certify as follows:

1. The Mortgagors have been served with a notice of the Mortgagor's right to foreclosure intervention and have responded indicating interest in participating in loss mitigation.
2. The Plaintiff made a good faith effort to obtain the required documentation from the Mortgagors to participate in the foreclosure intervention process, but the Mortgagors failed to submit the requested documents. Therefore, the Plaintiff could not evaluate the Mortgagors' eligibility for foreclosure intervention.
3. Because the Mortgagors did not cooperate with the foreclosure intervention process, the Plaintiff could not determine the Mortgagors' qualifications for loan modification or other means of loss mitigation, in accordance with any standards, rules or guidelines applicable to the mortgage loan, and the parties have been unable to reach any other agreement concerning the foreclosure process.
4. The Notice of Denial of Foreclosure Intervention (the "Notice") was served on the Mortgagors by mailing the Notice to all known addresses of the Mortgagors, giving them 30 days from the date of mailing of the Notice to file and serve an answer or other response to the Summons and Complaint.

Riley Pope & Laney, LLC

T. Lowndes Pope, SC Bar 66507

Roy F. Laney, SC Bar 64279

Heidi B. Carey, SC Bar 7020

Nikole H. Boland, SC Bar 70491

Damon C. Wlodarczyk, SC Bar 70460

Attorneys for Plaintiff

March 2, 2012



Southern Reporting, Inc.

Transcript of
Hearing

3/6/2012

HSBC Mortgage Services, Inc. vs. Dennis, et al.
2010-CP-46-4307

COPY

Southern Reporting, Inc.

Phone: 803.749.8100

Fax: 803.749.9991

Email: SouthernReporting@sc.rr.com

1 STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
2 COUNTY OF YORK) CASE NO.: 2010-CP-46-4307
3 HSBC Mortgage Services, Inc.,)
4 PLAINTIFF,) TRANSCRIPT
5 VS.) OF
6 James L. Dennis, Enid Dennis,) HEARING
7 and Stonewood Homeowners)
8 Association of York County,)
9 Inc.,)
10 DEFENDANTS.)
11
12 The within hearing was taken before Christina
13 L. Richardson, a Notary Public in and for the State of South
14 Carolina, commencing at the hour of 2:33 p.m., March 6,
15 2012, at the office of York County Master in Equity, 1 North
16 Congress Street, York, South Carolina.
17
18
19
20 REPORTED BY
21 CHRISTINA L. RICHARDSON
22
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APPEARANCES

FOR THE PLAINTIFF

Nikole H. Boland, Esq.
Riley, Pope & Laney, LLC
2838 Devine Street (29205)
Post Office Box 11412
Columbia, South Carolina 29211

FOR THE DEFENDANT,
Stonewood Homeowner's Association

John Richards McCrae, III, Esq.
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1510 Calhoun Street (29201)
Columbia, South Carolina 29211

ALSO PRESENT

Deputy Roger Neely
Deputy Paul Blackwell
Akasha El Bey
Imin El Bey

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EXHIBITS
(ALL EXHIBITS WERE RETAINED BY THE COURT)

PLAINTIFF'S

- A Note dated November 30, 2006, in the amount of \$225,710.00, signed by James L. Dennis and Enid Dennis.....13
- B Mortgage dated November 30, 2006, I signed by James L. Dennis and Enid Dennis.....13
- C Assignment of the mortgage from Mortgage Electronic Registration Systems, Inc. to HSBC Mortgage Services, Inc., dated October 12, 2010.....14
- D Notice of Denial of Foreclosure Intervention and Certificate of Mailing to James L. Dennis.....14
- E Certification signed by Nikole Boland, Esq. that the process specified by the Chief Justice has been complied with.....14
- F Affidavit of Verified Statement of Account.....15
- G Affidavit of Attorney Fees.....15

1 PROCEEDINGS

2 THE COURT: Okay. Are you ready to proceed,
3 Ms. Boland?

4 MS. BOLAND: Yes, sir.

5 THE COURT: All right. This is case number
6 2010-CP-46-4307; HSBC Mortgage Services, Inc.
7 against James L. Dennis, Enid Dennis and Stonewood
8 Homeowner's Association of York County. Present
9 and representing the Plaintiff is Ms. Nicole
10 Boland. Also present is -- let me find this --
11 Mr. Richards McCrae, who is representing Stonewood
12 Homeowner's Association, but -- as I understand
13 it, but they are in default. You weren't retained
14 until after that, right?

15 MR. McCRAE: That's correct, Your Honor.

16 THE COURT: All right. All right, also
17 present are two folks whom -- who are not parties
18 to this action. Now give me your names again,
19 please, so I can write.

20 MS. EL BEY: I am Akasha El Bey. I'm
21 occupant of the office of the executor --

22 THE COURT: Now wait; hold on a second. Hold
23 on a second. Spell Akasha for me, please.

24 MS. EL BEY: A-K-A-S-H-A.

25 THE COURT: All right. All right. El Bey?

1 MS. EL BEY: E-L, space, B-E-Y. I am
2 occupant of the office of the executor for the
3 capital E-N-I-D, capital D-E-N-N-I-S estate.

4 THE COURT: All right. Your name, sir?

5 MR. EL BEY: Imin El Bey.

6 THE COURT: Spell it, please.

7 MR. EL BEY: I-M-I-N, E-L B-E-Y. And I am a
8 proper person occupying the office of executor for
9 the capital J-A-M-E-S, capital D-E-N-N-I-S.

10 THE COURT: And what interest do you have in
11 this litigation, either of you? How about both of
12 you come sit right here?

13 MS. EL BEY: No, sir. We're not bar
14 attorneys and are not acting as attorneys. We are
15 executors for the office of the estate.

16 THE COURT: I can't see you, so I want you --

17 MS. EL BEY: Oh.

18 THE COURT: -- to move to --

19 MS. EL BEY: Oh, I can stand up.

20 THE COURT: -- where I can see you.

21 MS. EL BEY: That's fine. I will stand up.

22 THE COURT: Move over here.

23 MS. EL BEY: Sir, I am not a Defendant. I am
24 not a corporate person.

25 THE COURT: Move over to the chairs behind

1 the table. I don't care if you sit at the table.

2 I just want to be able to see you.

3 MS. EL BEY: For the record, the executor's
4 office is being asked to sit over on the other
5 side. Is this fine? Can you see us if we're
6 sitting here?

7 THE COURT: No, I can't. I want you to sit
8 over here. I don't want you to sit behind the
9 Plaintiff.

10 MS. EL BEY: Let the record reflect that the
11 office of the executor has been forced under
12 duress to remove their seat.

13 THE COURT: I don't see anything removed.

14 MS. EL BEY: All rights reserved.

15 THE COURT: I don't see anything removed.
16 All right. Tell me what your interest is in this
17 litigation?

18 MS. EL BEY: Occupant of the office of the
19 executor for the capital E-N-I-D D-E-N-N-I-S
20 estate.

21 THE COURT: And what does that mean?

22 MS. EL BEY: The estate is not abandoned. We
23 are here to receive a delegation of authority from
24 all parties here acting on behalf of the estate.

25 THE COURT: What kind of delegation of

1 authority?

2 MS. EL BEY: Delegation of authority to act
3 on behalf of the estate, which we have not
4 received.

5 THE COURT: What estate?

6 MS. EL BEY: The capital E-N-I-D D-E-N-N-I-S
7 estate. Is -- I have no knowledge that the --
8 that the Defendant, Enid Dennis is deceased.

9 MS. EL BEY: It is a living estate, Your
10 Honor. Estates are status; it doesn't have
11 anything to do with being deceased as you're well
12 aware.

13 THE COURT: Well that, whatever you're
14 talking about has no standing in this litigation.

15 MS. EL BEY: Well, Your Honor, the
16 Plaintiff's, Riley, Pope and Laney, acting for
17 HSBC, are attempting to act on behalf of the
18 estate and they have also --

19 THE COURT: No, ma'am, they're not.

20 MS. EL BEY: -- been filed --

21 THE COURT: They -- they represent --

22 MS. EL BEY: -- as fiduciary.

23 THE COURT: All right. Akasha, one of us is
24 going to talk at the time. And I'll give you an
25 opportunity to talk, and then I'm going to talk.

1 One at a time; you understand that?

2 MS. EL BEY: It'll be fine.

3 THE COURT: Do you understand that, sir?

4 MR. EL BEY: Yes.

5 THE COURT: The law firm of Riley, Pope and
6 Laney represents the, the bank or a Plaintiff,
7 HSBC Mortgage Services, Inc. They have no
8 connection whatsoever with the Defendants, Dennis.
9 There is no estate involved in this litigation.
10 This litigation involves a note that is plainly
11 signed by a James Dennis and Enid Dennis and
12 mortgage similarly signed by both of them. There
13 is no estate. You cannot, as you've already
14 indicated, act as an attorney for anybody in this
15 litigation unless you are, in fact, a licensed
16 practicing attorney in South Carolina.

17 MS. EL BEY: No, sir. I am Propria Persona
18 Suri Juris. I have not crossed the bar. I am not
19 acting as an attorney. I'm executor for the
20 estate.

21 THE COURT: All right. Well, as you have no
22 standing in this litigation, you're not permitted
23 to participate in it, neither of you.

24 MS. EL BEY: Your Honor, the estate was
25 established at birth. I have a certificate that

1 is signed by a registrar that probated this
2 estate. The promissory note; there is no
3 promissory note. It is a security instrument that
4 has been separated from the mortgage. There's no
5 representative here from HSBC to establish any
6 claim that they have to the property in question.

7 THE COURT: The Defendants are in default.
8 HSBC is not required to have anybody here to
9 establish that.

10 MS. EL BEY: The Defendants aren't in
11 default. We're not in --

12 THE COURT: All right.

13 MS. EL BEY: -- default. There's been no --

14 THE COURT: I have reviewed --

15 MS. EL BEY: -- default on our part.

16 THE COURT: -- the paperwork that has been
17 filed in this case, including a, a, a plainly
18 fraudulent tender of payment written -- supposed
19 to represent a United States Treasury draft. The
20 paperwork has been filed -- first of all, has not
21 been filed by either of the individually named
22 Defendants.

23 MS. EL BEY: What do --

24 THE COURT: They have filed nothing.

25 MS. EL BEY: What are you speaking of that,

1 that has not been filed?

2 THE COURT: Well I --

3 MS. EL BEY: What document has not been
4 filed?

5 THE COURT: An Answer to this -- to the
6 Complaint for Foreclosure for one thing.

7 MS. EL BEY: Yes, sir, it has been answered.

8 THE COURT: All right. I've reviewed all the
9 paperwork that's -- that --

10 MS. EL BEY: An answer was submitted on
11 February 6th.

12 THE COURT: I'm talking. I've reviewed all
13 the paperwork that's been filed. It includes
14 something called an Answer to Summons and
15 Complaint that, in fact, does not respond to the
16 Complaint in any form or fashion as required by
17 the Rules of Civil Procedure in South Carolina.
18 Therefore, the answer is a nullity. I strike it.

19 I've reviewed letters -- Letter Rogatory for
20 relief filed on behalf of both Enid Dennis' so
21 called estate and James Lionel Dennis estate. I
22 believe both of those are the documents that are
23 signed by each of you. Those are a nullity. They
24 make no response to the -- to the -- to the
25 mortgage foreclosure complaint. They are

1 nonsense.

2 I have reviewed a document that is not
3 precisely named, but it's addressed to Judge John
4 C. Hayes, III, and has to do with something
5 regarding unauthorized administration of James
6 Lionel Dennis estate. Assuming that Mr. Dennis is
7 still alive, and I -- is he alive, sir?

8 MR. EL BEY: (No audible response.)

9 THE COURT: Is he alive? Well, nobody's told
10 me he's dead. There is no estate.

11 MS. EL BEY: Your Honor --

12 THE COURT: This, this document is nonsense.
13 And attached to it are several other documents
14 that have a dollar bill or a photocopy of a dollar
15 bill attached to them. They, they, they do no
16 pertain in any way to the merits of this action.
17 They do not conform to any construction of
18 documents required to be filed in this action
19 under the South Carolina Rules of Civil Procedure.

20 And, lastly, I have something called a Notice
21 of Declaration Transfer of Case into Federal. And
22 then below that in caps, "TAKE JUDICIAL NOTICE."

23 MS. EL BEY: That is where the case --

24 THE COURT: It purports to be a --
25 apparently, a -- some effort to evoke Federal

1 jurisdiction in this case; however, this document
2 does not indicate that it's been filed in any way
3 with any federal court, nor have I received notice
4 from any federal court of any filing in Federal
5 Court.

6 MS. EL BEY: Yes, sir. It has --

7 THE COURT: So this document is a nullity.

8 MS. EL BEY: -- been filed in Federal Court.

9 THE COURT: And I'm striking them all from
10 the record.

11 A little bit ago I -- someone brought up here
12 to the office, to this office a document called
13 "Notice Concerning Fiduciary Relationship. One,
14 in respect to the James Lionel Dennis estate, the
15 other in respect to an Enid Yvonne Dennis estate.
16 Neither have any relevance to this -- to this
17 mortgage foreclosure case. I'm striking them from
18 the record.

19 Now, as neither of you represents a party to
20 this action I'm going to proceed with the
21 foreclosure and for purposes of that, let me see
22 your paperwork, Ms. Boland.

23 MS. BOLAND: (Approaches the bench and hands
24 The Court paperwork.)

25 THE COURT: Okay, you've got it. Ms. Boland,

1 let's proceed.

2 MS. BOLAND: Yes, sir.

3 THE COURT: Plaintiff has offered for the
4 record as exhibits in this matter a copy of a note
5 dated November 30 -- and I believe it's November.
6 Yeah, November 30, 2006. In the amount of
7 \$225,710.00, signed by James L. Dennis and Enid
8 Dennis.

9 (Whereupon, Defendant's Exhibit No. A
10 was marked for identification.)

11 Plaintiff has offered for the record as
12 Exhibit B a copy of a mortgage dated November 30,
13 2006. That mortgage is signed by James L. Dennis
14 and Enid Dennis, and is recorded at -- the print
15 is small -- Book, is it 08 or 05, 627 at page 235
16 in the office of the Clerk of Court, York County,
17 on December the 4th, 2006.

18 (Whereupon, Defendant's Exhibit No. B
19 was marked for identification.)

20 Exhibit C is an assignment of the mortgage
21 from Mortgage Electronic Registration Systems,
22 Inc. to HSBC Mortgage Services, Inc., the
23 Plaintiff in this action. That assignment is
24 dated the 12th day of October, 2010, and is
25 recorded in the office of the Clerk of Court in

1 Volume 11670 at page 65.

2 (Whereupon, Defendant's Exhibit No. C
3 was marked for identification.)

4 Exhibit D is a Notice of Denial of
5 Foreclosure Intervention, which complies with the
6 order of the Chief Justice of the South Carolina
7 Supreme Court, dated, I think, May the 5th of --
8 maybe it's May the 2nd, of 2011. That also
9 contains a Certificate of a mailing of that Notice
10 to Mr. James L. Dennis at 1059 Millhouse Drive in
11 Rock Hill, and to Ms. Enid Dennis at the same
12 address, which is the property address I believe.
13 Is that not right?

14 (Whereupon, Defendant's Exhibit No. D
15 was marked for identification.)

16 MS. BOLAND: Yes, sir.

17 THE COURT: Yeah. Secondly, is a
18 Certification signed by Ms. Boland that, that the
19 process specified by the Chief Justice has been
20 complied with. Certificate of Mailing of that
21 document to the Dennis' at the same address.

22 (Whereupon, Defendant's Exhibit No. E
23 was marked for identification.)

24 Next is Exhibit F, is an Affidavit of
25 Verified Statement of Account stating under oath

1 the amount due on this loan and signed by a
2 representative of the -- of the Plaintiff, Vice
3 President and Assistant Secretary named Dana
4 Saintclair Houghan, it looks like H-O-U-G-H-A-N,
5 that is notarized.

6 (Whereupon, Defendant's Exhibit No. F
7 was marked for identification.)

8 And lastly, an Affidavit of Attorney Fees
9 that outlines the service; it outlines the
10 services provided by Plaintiff's law firm, or Ms.
11 Boland's law firm representing the Plaintiff,
12 seeking an award of attorney's fees in this
13 action. And I guess I should say lastly then,
14 another thing, a statement of the, the out-of-
15 pocket expenses incurred by the Plaintiff in
16 proceeding with this foreclosure action.

17 (Whereupon, Defendant's Exhibit No. G
18 was marked for identification.)

19 With that, Ms. Boland, if you will deal with
20 the debt amount.

21 MS. BOLAND: Yes, sir. Principal amount due
22 as of March 1st, 2010, \$203,238.86. The interest
23 from February 1st, 2010 to March 9th -- excuse me;
24 that's a misprint -- March -- it should be March
25 6th, 2012, \$37,948.04. The advances of property

1 inspections, BPO's and appraisals is \$312.50.
2 Cost of collection prior to hearing, \$1,124.00.
3 Attorney's fees of \$4,610.00. For a total debt
4 secured by the note and mortgage, \$247,233.40.

5 THE COURT: What about a deficiency?

6 MS. BOLAND: Deficiency is waived on this
7 one.

8 THE COURT: It's waived?

9 MS. BOLAND: Yes, sir.

10 THE COURT: Okay. Based upon the record and
11 the exhibits, I find that the Plaintiff's entitled
12 to judgment in the total amount -- a judgment of
13 foreclosure in the total amount of \$247,233.40.
14 That includes costs of collection prior to the
15 hearing of \$1124.00, and an attorney fee that
16 assumes completion of the case of \$4,610.00. I
17 find the same, that attorney fee to be reasonable
18 under the circumstances, particularly in light of
19 the, the extraneous material introduced into this
20 case by, by the, the parties who are present --

21 MS. EL BEY: Your Honor --

22 THE COURT: -- Ms. Akasha and Mr. Imin. And
23 the Plaintiff is entitled to proceed with the
24 sale, which is set for April the 2nd, 2012, at 11
25 o'clock right here in this room. Being nothing

1 further, that'll conclude the hearing.

2 Ms. Akasha, you have something to --

3 MS. EL BEY: Yes, sir.

4 THE COURT: -- ask me?

5 MS. EL BEY: Yes, sir. I have the copy of
6 the assignment, which is fraudulent. It is not
7 notarized. It was filed after the foreclosure
8 proceeding was placed into motion. The promissory
9 note was separated from the mortgage. The
10 Plaintiff indicated in interrogatories that they
11 could not locate the note. This has been
12 discharged in bankruptcy per a federal bankruptcy
13 judge's bankruptcy order, which I believe the
14 Court should have. That was also placed into
15 evidence and filed in November -- that was filed
16 in November 6th, I believe.

17 THE COURT: Ms. Boland, I don't have any --
18 any copy of a bankruptcy order.

19 MS. BOLAND: No, sir. And you -- there is
20 some bankruptcy stuff that's been filed in there.
21 That's completely inaccurate. There was a
22 bankruptcy filing previously in this case. It² was
23 never discharged. It² clearly says in the
24 bankruptcy orders in the case that it was handled
25 outside of the bankruptcy.

1 Is El Bey your last name?

2 MS. EL BEY: Yes, El Bey is my sir name.

3 THE COURT: All right. Ms. El Bey, the
4 Plaintiff's -- the Defendants Dennis have not
5 appeared in court in this action. You have no
6 authority to appear on their behalf. There has
7 been no objection raised to any of the documents
8 offered by the Plaintiff in support of its claim
9 to foreclose the mortgage. I have not received
10 any communication from any attorney representing
11 either Mr. Dennis or Mrs. Dennis. The matters of
12 which you complain are not properly before the
13 Court, and you have no standing to present them as
14 far as I know.

15 MS. EL BEY: Your Honor, this was brought in
16 --

17 THE COURT: And that's the end of that.

18 MS. EL BEY: Your Honor, this was brought in
19 --

20 THE COURT: Let me -- let me add one thing.
21 I don't know how you have become so misguided in
22 your -- because you're obviously an intelligent
23 woman -- how you've become so misguided in your
24 perception of the law and the procedure that
25 govern these kinds of transactions, but you are

1 seriously mistaken.

2 MS. EL BEY: Well I'm not schooled --

3 THE COURT: None of this makes --

4 MS. EL BEY: -- in law.

5 THE COURT: -- any sense; none of it is
6 relevant. It is all nonsense.

7 MS. EL BEY: Well, Your Honor, it relevant in

8 --

9 THE COURT: No, ma'am, it's not.

10 MS. EL BEY: -- regards to the --

11 THE COURT: And I'm not going to hear anymore
12 about it.

13 MS. EL BEY: Okay. Well you're in possession
14 of a fraudulent assignment, Your Honor. They do
15 not possess the mortgage or the promissory note.
16 That is --

17 THE COURT: What you're -- what Mr. and Mrs.
18 Dennis are going to be in possession of is a -- is
19 a copy of an order signed by me proceeding with
20 this foreclosure and setting a sale of the
21 property for April the 2nd.

22 Anything further from the Plaintiff?

23 MS. BOLAND: No, sir, Your Honor.

24 THE COURT: All right. That'll conclude the
25 -- conclude the hearing. Thank you for coming.

1 WHEREUPON, THERE BEING NO FURTHER QUESTIONS, THE
2 HEARING IS CONCLUDED AT 2:58 p.m.

3 (*This transcript may contain quoted material.
4 Such material is reproduced as read or quoted by the
5 speaker.)

6 (**Certificate accompanies sealed original only.)

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