

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

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SC Court of Appeals

APPEAL FROM LEXINGTON COUNTY
Court of Common Pleas

Edward B. Cottingham, retired from the Fourth Judicial Circuit,
James O. Spence, master in equity for Lexington County
Case No. 2009-CP-32-05140

Appellate Case No. 2011197766

Deutsche Bank Trust Company Americas
As Trustee for RALI2007QS8, Respondent,

H. Guy Gantt, Plaintiff Intervenor, Respondent,

vs.

Janice Cross, South Carolina National Bank, N.A., Defendants,

Of Whom Janice Cross is, Appellant.

**SECOND REPLY BRIEF OF APPELLANT
AND A PETITION TO STRIKE RESPONDENT'S MOTION TO STRIKE AS A
DISHONOR THAT VIOLATES APPELLATE RULES AND IS OUT OF ORDER**

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INTRODUCTION

On or about July 18, 2012, Mark Wierman (SC Bar No. 78537) of Charlotte-based BRADLEY ARANT BOULT CUMMINGS LLP filed a document in the above-captioned matter dated July 16, 2012 titled “MOTION TO STRIKE INITIAL BRIEF OF APPELLANT.” The motion is offensive, as it is out of order. Appellant Janice Cross received a copy of the untimely motion about July 18, 2012. This is a timely rebuttal.

First, Mr. Wierman’s motion is completely out of order, as Appellant will show.

Secondly and with all due respect to Mr. Wierman and to this Honorable Court, although Mr. Wierman claims that he represents the securitized loan trust in the matter known as Deutsche Bank Trust Company Americas as Trustee for RALI2007QS8 (“Deutsche Bank”), there is no evidence that he and the law firm represent the trustee as claimed. Appellant asks the Court to compel Mr. Wierman to prove his claim pursuant to

the **demand** of South Carolina law at 36-3-501(d)(2) that he do so.

Nor does he represent Respondent H. Guy Gantt, a party to this Appeal who has never responded, and is in tacit agreement by acquiescence with the Appellant.

Appellant and her husband are in process of obtaining a forensic audit of the mortgage trust indenture in the matter for the purpose of identifying the numerous parties who may have traded the instrument, and to recoup those funds to their rightful estate.

Appellant asks her opponent and this Court to consider what the outcome will be when the audit shows that the mortgage trust indenture had been traded numerous times in the securities market, and could not possibly have been held by Deutsche Bank when the original complaint was filed on **November 16, 2009**.

The next day, **November 17, 2009**, the day AFTER the lawsuit was filed, a bogus assignment was made of the mortgage (**illegally split from the note**) by a GMAC low-level “signing dummy” named Jeffrey Stephan impersonating a Vice President of the “nominee mortgagee” known as Mortgage Electronic Registration Systems, Inc. (MERS). This fraud corrupts the land records of Lexington county to this day. Yet, Mr. Wierman would have the Court order this Appellant to eviscerate this evidence in support of her Motion to Vacate a Void Judgment, and so eviscerate her Appeal. He seeks to rip the particulars of the Appeal from the universal, leaving no basis for arguing the universal.

This Appeal is about more than the Motion to Vacate a Void Judgment. It is about the unjust denial by the lower court of Appellant’s right to be heard with respect to **ALL** her motions, which include but are not limited to, the Motion to Vacate a Void Judgment.

This Appeal also includes the lower court’s refusal to grant her the 30 days by rule that are called for in Respondent H. Guy Gantt’s Summons and Complaint, a

complaint and a summons that the Respondent deliberately withheld for three weeks (Exhibit 3). Five days after service of process, a hearing was set by the court in 16 days.

MERS has since confessed to the charges of wrongdoing made by the U.S. Treasury through the Office of the Comptroller of the Currency regarding the “robo signing” scandal directly affecting this case. See Appellant’s Exhibits (attached). The assignment was fraudulent on which this entire case is predicated and is void *ab initio*, corrupting the land records of Lexington county to this day. And the copy of the note was altered and forged well after the fact and the evidence from the deposition was never opened by the trial court or by Edward B. Cottingham at the hearing of August 1, 2011.

Upon completion of the forensic audit, Appellant expects to have cause to file claims against the parties and their bonding companies who may have acted outside the scope of their authority in the matter.

With all due respect, the Court is well aware that all cases are bonded by the courts and are traded on the securities market. Catalogued in the Court Registry Investment System (CRIS), the questionable gains from those securities in this case are likewise subject to reclamation by this Appellant through the Internal Revenue Service.

Appellant hereby responds to Mr. Wierman’s out-of-order motion in the form of a SECOND REPLY BRIEF. In effect, Mr. Wierman’s belated motion is an amended brief, although it adds nothing new to his March 21, 2012 BRIEF OF RESPONDENT.

Respondent’s dishonorable motion to strike fails to comply with any Rule of Appellate Procedure, and so is itself due to be stricken by the Court from the record.

By contrast, Appellant’s AMENDED INITIAL BRIEF has stood of record since **February 29, 2012**, or a full five months (150 days). To strike it now is against any and

all rules that govern this Honorable Court, and would abridge this Appellant's full due process of law rights, including the right to be heard. There is simply no cause to strike it.

Rule 201 of the South Carolina Rules of Appellate Procedure clearly states that this aggrieved party has a fundamental right to appeal, and a right to be heard.

Respondent did not object timely or at all to Appellant's **July 9, 2012** Request for Extension of Time to file her Record on Appeal and her Final Brief. Accordingly, Appellant's Motion for Extension of Time is due to be granted by this Honorable Court.

APOLOGY

Appellant sincerely apologizes if her Request for Extension of Time has caused the Court any inconvenience, but the extension is still very much needed. Appellant works a full-time job, takes care of a household, and is in process of diligently compiling the Record on Appeal and incorporating the references to it into her FINAL BRIEF in accordance with the Appellate rules.

Appellant has lacked the \$1000 or so that it will require for her to publish the requisite copies of her AMENDED INITIAL BRIEF and the Record on Appeal, but expects to have those funds available in August and to file the Record on Appeal with the Court by August 10, 2012, and to serve all parties who have filed a Reply Brief.

The Court will please note that Appellant has certified that the items contained in her Designation of Matter are relevant to this appeal. Respondent Deutsche Bank is not in a position to dishonor Appellant's certification, nor has Appellant dishonored Respondent's certification of its Designation. Appellant, therefore, attaches a few items from the Record on Appeal to this Second Reply Brief in order to demonstrate to the Court a clear rebuttal to the motion to strike, a motion that in every way is simply out of

order. Appellant petitions the Court, instead, to strike the motion to strike Appellant's well-constructed and well-established AMENDED INITIAL BRIEF.

Appellant also respectfully asks the Court to compel Mr. Wierman and the Bradley law firm upon my demand to show proof that they represent Deutsche Bank as Trustee as claimed, in compliance with South Carolina law at 36-3-501(b)(2).

Respondent not only continues to mischaracterize the nature of the Appeal by restricting it to a single Motion to Vacate a Void Judgment, he can cite no Appellate Court Rule authorizing the Court to strike Appellant's Brief. The motion is a dishonor and shows contempt for this Appellant's fundamental right to be heard.

REASONS TO STRIKE RESPONDENT'S MOTION TO STRIKE

Appellant asks this Honorable Court to strike from the record Mark Wierman's "MOTION TO STRIKE INITIAL BRIEF OF APPELLANT" for the following reasons.

1. Appellant's Request for Extension of Time is unanswered, and is thus due to be granted by this Honorable Court

On July 9, 2012, Appellant filed a Request for Extension of Time through August 10, 2010 to file her Record on Appeal with the Court and to serve the parties who filed a reply brief. Respondents Deutsche Bank and H. Guy Gantt each failed to respond to the request. The request supercedes Respondent Deutsche Bank's untimely and out-of-order motion to strike, and is due to be granted by this Honorable Court without objection.

2. The motion to strike is completely out of order.

The motion to strike is clearly out of order, for several reasons.

First, Respondent cites no Rule of Appellate Procedure to justify striking Appellant's Amended Initial Brief at this late date, nor is there any Rule that he can cite. His motion, therefore, is completely out of order.

Second, the deadline for filing a motion to strike is long past. Appellant's Amended Initial Brief has been on file with the Court and with the Respondent for 150 days, or a full five months, and cannot now be stricken, by Rule.

Third, Respondent already filed a BRIEF OF RESPONDENT in response to Appellant's AMENDED INITIAL BRIEF, which brief of Respondent is now established as a matter of record as well. To strike Appellant's Brief is to strike the BRIEF OF RESPONDENT as well, along with Appellant's INITIAL REPLY BRIEF, a brief that further establishes Appellant's AMENDED INITIAL BRIEF on and for the record.

Fourth, Appellant has certified in her Designation of Matter that the Designation and the Record on Appeal do not contain matter that is not relevant to this Appeal. Respondent has no standing to attack and to dishonor Appellant's certification.

Fifth, Respondent's untoward motion states nothing new that is not already found in the BRIEF OF RESPONDENT, filed on or about March 21, 2012.

Accordingly, Respondent Deutsche Bank's motion to strike the Amended Initial Brief of Appellant is entirely out of order, is an attack on Appellant's right to full due process of law, and is itself due to be stricken from the record by this Honorable Court.

3. Mark Wierman lacks standing to file the motion to strike.

With all due respect to Mark Wierman and to this Honorable Court, there is no evidence whatsoever that Mark Wierman and the Bradley law firm represent Respondent H. Guy Gantt or the loan trust known as Deutsche Bank Trust Company Americas as Trustee for RALI2007QS8 as claimed.

The record shows that the mortgage trust indenture was still being traded long after title to Appellant's property had been passed unlawfully by Master in Equity James O. Spence. See Appellant's Exhibit 10 (attached) for newly discovered evidence in support of her Rule 60(b) Motion to Vacate a Void Judgment, which was one of several motions the lower court expressly refused to hear. See transcript of record in the case file.

The record also shows that the Office of the United States Comptroller of the Currency charged MERS with wrongdoing in the "robo signing" scandal directly affecting this case, and that MERS signed the Consent Decree ordering it to cease and desist. See attachment for five of the 15 pages that are presently included in the Record on Appeal. The above proofs were not available until April 12, 2011 and July 28, 2011.

4. Respondent prejudices the Court on true nature of the Appeal

Respondent continues to mischaracterize the nature of this Appeal by restricting it to a single Motion to Vacate a Void Judgment. In addition, he would have the Court to strike all evidence in support of the Motion to Vacate a Void Judgment, and so would eviscerate the appeal itself and would leave the Appellant arguing a universal with none of the particulars that make up the universal. His fallacy is not only in logic, but attacks the Appellant's right to full due process of law, and the right to be heard.

Appellant clearly was denied her right to be heard, and the matter should be remanded to the lower Court for a fair and evidentiary hearing. If Deutsche Bank possesses the original note and mortgage, it should be simple for the bank to produce them for forensic analysis at a true evidentiary hearing and to put this matter to rest.

5. There is no Rule of Appellate Procedure to justify the motion to strike, and so none is cited by Respondent in support

There is no Rule of South Carolina Appellate Procedure to justify the motion to strike, and so none is cited by Respondent. Respondent clearly misconstrues the nature of Rule 60(b) and Void Judgment. There is no rule that permits an Amended Initial Brief that clearly complies with the rules to be stricken without cause 150 days after it is filed, and long after Respondent has already filed a Reply Brief.

Respondent Deutsche Bank appears to be intent on prejudicing this Appeal from being heard in its entirety by the full panel of judges of the Court of Appeals.

Appellant's AMENDED INITIAL BRIEF complies with the Appellate rules, and Appellant certified in her Designation of Matter that she included no data irrelevant to this appeal. Respondent's dishonor of Appellant's certification is clearly out of order.

6. Respondent misconstrues the nature of Void Judgment.

Respondent would have the Court believe that a Motion to Vacate a Void Judgment can be argued in a vacuum as a universal, while the particulars that prove the judgment to be void *ab initio* are excluded from the Appeal.

Rule 60(b) says otherwise, as does the substantive case law that Appellant has included in her AMENDED INITIAL BRIEF.

The Motion to Vacate a Void Judgment is only one of several motions on which the lower court very clearly refused hearing. Appellant had a right to be heard, but was denied the right to be heard, the record shows.

The truth is that the thirteen Issues on Appeal are substantive issues, any one of which is solid grounds for this Honorable Court to overturn the order and judgment of the lower court, and to remand the matter for a fair and evidentiary hearing, and a reopening of this case by law, by rule and by substantive case law.

Mr. Wierman was not present for any of the proceedings in the matter, except for the August 1, 2011 hearing that is the subject of this appeal, and so has no firsthand knowledge of the facts. It is significant that the (servicer) apparently fired the first law firm and then hired another firm in the matter. Why? It was the North Charleston-based foreclosure mill known as the Finkel Law Firm, LLC that prosecuted the case.

Appellant alleges that the apparent firing of one attorney law firm and the hiring of another is due to the cogent proofs of fraud and fraud on the court that this Appellant has produced in this case.

First, it is unequivocal that the bogus "assignment" of the note and mortgage that stands to this day in the county records for Lexington county is a fraudulent document on which this entire case is based, and is thus void *ab initio*. It is unequivocal that the note copy was altered after-the-fact. It is also unequivocal that the evidence located in the deposition file of GMAC litigation analyst Juan Antonio Aguiere was never opened by the trial court or by the Cottingham court. It has never been brought forward, until now.

See attachment where “robo signer” Jeffrey Stephan confessed under oath, “I do not work for MERS” found on page 41 of his deposition taken a mere 24 days after he made a fraudulent assignment in this case. He is the exact same robo-signer in this case. See the lawsuit by the State of Ohio against the exact same cast of characters in cases affecting that state as occurred in this case, and for the same reasons.

Appellant was denied a hearing on her several motions by Edward B. Cottingham, a man who sat illegally on this case without a valid oath of office.

7. A VOID JUDGMENT CANNOT BE FINAL

Respondent simply errs by alleging that a void judgment is final. Case law clearly prescribes certain conditions for vacating a final judgment when it is void for fraud, and provides for re-opening a case. **Where there is fraud, a judgment cannot be final.** Rather, the complaint itself and the judgment itself are void *ab initio*. See page 49 of Appellant’s Initial Brief for the cite on the United States Supreme Court ruling United States Aid Funds, Inc. v. Francisco J. Espinosa, 553 F. 3d 1193. “**Rule 60(b), however, provides an exception to finality,**” the Court ruled. The state rule is borrowed directly from the federal rule, and the judgment of the Supreme Court is itself final.

The evidence of record is unequivocal that Respondent Deutsche Bank could not possibly have taken actual delivery and possession of original instruments that were clearly assigned on the day AFTER the complaint was filed. Securities laws require delivery in 90 days, not 29 months. Fraud surrounds the assignment and the forged note, and the parties have since confessed to fraud in the matter.

This Honorable Court has already decided the issue of actual delivery and

possession of original instruments as fundamental to standing to file suit. See Appellant's Brief on pages 4 and 37 for South Carolina National Bank v. Halter, 293 S.C. 121, 359 S.E. 2d 74 (S.C. App. 1987)

The Exhibits from the deposition that Respondent Deutsche Bank failed to bring forward to trial showing clear evidence of forgery are in the case file, and they are in the Record on Appeal. The fact is, any number of clerks for subservicer GMAC could produce a mere photocopy or color photocopy of a promissory note of some kind, then doctor it well after-the-fact, and call it the original. But this fact hardly proves that Respondent Deutsche Bank held bearer paper when suit was filed, as Mr. Wierman alleged in his brief in error. The lower court was apprised of the belated alterations.

Appellant's INITIAL BRIEF cites state and federal case law conclusively, such as federal Judge Christopher Boyko's famous ruling against Deutsche Bank that it must possess the original instruments and a valid assignment "as of the date the lawsuit was filed," or he would dismiss the 14 cases in question, which he did.

See also Patterson v. GMAC MORTGAGE LLC, Ala. Civ. App. 2011 cited on page 50 of Appellant's INITIAL BRIEF.

The logic and the law proving actual and timely delivery and possession cannot get any more fundamental for proof of claim. Therefore, every single procedure in this instant matter was, and still is, void *ab initio*, including the unlawful eviction of this Appellant and her husband from their home, thus justifying a reopening of this case.

The record is incontrovertible and is **of record** that Respondent "assigned" the note and underlying mortgage in this matter on the day **AFTER** the lawsuit was filed. Any way this Honorable Court chooses to slice the matter, the **diverse copies** of the note

in question could not possibly have been stamped by a GMAC Mortgage or Deutsche Bank representative until the day **AFTER** the lawsuit was filed, given the existing affidavit of assignment in the public record. This makes the **original complaint** itself unlawful on which the unlawful eviction itself is predicated. This public assignment is incontrovertible evidence that Respondent Deutsche Bank never had standing to file suit to start with; that it had no subsequent standing to “sell” a home to H. Guy Gantt that it did not own; and that accordingly, the joint parties had no standing whatsoever to evict Appellant and her husband from their home. It is impossible that the lower courts ever acquired jurisdiction of the subject matter and parties.

The eviction was predicated upon a void judgment involving fraud and fraud on the court, and the transcript is clear that each time Appellant tried to present her motions to Edward B. Cottingham on **August 1, 2011**, a man who sat unlawfully in judgment on this case without a valid oath of office, she was unfairly denied a hearing.

CONCLUSION

The order and judgment of Edward B. Cottingham is due to be reversed by this Honorable Court, and the case reopened for a fair and evidentiary hearing.

If Deutsche Bank possesses the original note and mortgage and can prove it to a forensic analyst at a fair hearing, then it should be a simple matter to do so, and the matter could be put to rest. It would be simple and inexpensive for the bank to convey the originals to Mr. Wierman by secure means to hold for the evidentiary hearing.

All that this Appellant is asking for is the right to be heard at a fair and evidentiary hearing before a duly elected and appointed circuit court judge.

Given the massive fraud in the “robo signing” scandal that has plagued the circuit courts in this state and nation, this case is worthy of this Honorable Court’s consideration. All 50 of the states attorney generals called the scandal a “deceptive act” and “an unfair practice or otherwise violate state laws,” including South Carolina. See attachment.

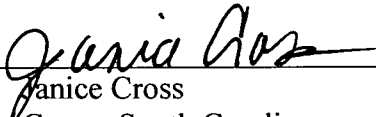
The lower court had all it needed to overturn judgment in the matter, but refused to open the deposition envelope, and refused hearing on Appellant’s several motions.

In sum, the untimely and unruly “motion” by Mark Wierman to strike this Appellant’s well-established and well-documented AMENDED INITIAL BRIEF and her right to be heard, is itself due to be stricken from the record by this Honorable Court.

And at the same time, Appellant’s unchallenged Request for Extension of Time filed on **July 9, 2012** is due to be granted by this Honorable Court, without objection.

**Janice Cross SO MOVES
THIS HONORABLE COURT**

Respectfully submitted this 27 day of July, 2012.

by. 
Janice Cross
Cayce, South Carolina
c/o P.O. Box 2453
West Columbia, S. Carolina 29171

Enclosures: This 13-page SECOND REPLY BRIEF OF APPELLANT AND A
PETITION TO STRIKE RESPONDENT’S MOTION TO STRIKE
Certificate of Service – 1 page

Evidence

Attachments: 1. Excerpts from the Pending Record on Appeal – 4 pages, front and back
2. Appellant’s Exhibit 9 from Record on Appeal – 1 page, front and back
3..Appellant’s Exhibit 10 – three pages, front and back
4. Other Materials and Documents from the Record on Appeal – 2 pages
5. Exhibit EE – Deposition of Jeffrey Stephan – 4 pages, front and back

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James O. Spence, master in equity for Lexington County
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vs.

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Of Whom Janice Cross is, Appellant.

EXCERPTS FROM THE PENDING RECORD ON APPEAL

Janice Cross
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West Columbia, SC 29171
803.556.6077

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H. Guy Gantt, Intervenor, Respondent,

v.

Janice Cross, South Carolina National Bank, N.A., Defendants,

Of Whom Janice Cross is, Appellant.

EXHIBIT 1

**BOGUS 'ASSIGNMENT OF MORTGAGE'
ON WHICH THE WRONGFUL FORECLOSURE
ACTION IS PREDICATED**

Original Exhibit AA tagged by court reporter as
Exhibit 3 at the August 11, 2010 deposition
of Juan Antonio Aguierre
found in Record Book 13983 Page 209
of the land records for Lexington County

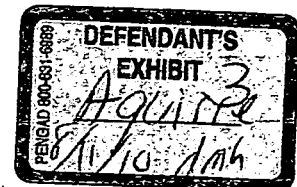
Three pages

EXHIBIT AA

2009-CP-32-05140

A TRUE COPY

[Signature]
Lex. Co. C.C.C.P., G.S. & F.C.



Return to: Finkel Law Firm LLC
PO Box 71727
N. Charleston, SC 29415

40670.F32327/0473478626
STATE OF SOUTH CAROLINA

COUNTY OF LEXINGTON

ASSIGNMENT OF MORTGAGE

FOR VALUE RECEIVED, the undersigned, Mortgage Electronic Registration Systems, Inc. as nominee for Homecomings Financial, LLC (f/k/a Homecomings Financial Network, Inc.) does hereby transfer, assign, set over and convey to Deutsche Bank Trust Company Americas as Trustee for RALI 2007QS8, its successors and assigns forever, that certain mortgage, and the Note thereby secured, made and executed by John D. Cross and Janice Cross to Mortgage Electronic Registration Systems, Inc. as nominee for Homecomings Financial, LLC (f/k/a Homecomings Financial Network, Inc.), dated April 23, 2007, and duly recorded on April 27, 2007, in Mortgage Book 11953, Page 76, in the Office of the Register of Deeds for Lexington County in the State of South Carolina.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be duly executed and delivered this 17 day of Nov., 2009.

In the presence of:

Mortgage Electronic Registration Systems, Inc. as nominee for Homecomings Financial, LLC (f/k/a Homecomings Financial Network, Inc.)

Ante Buch
Witness #1
Raura Corp
Witness #2

By: _____
(Name of Officer)
Title: Jeffrey Stephan
Vice President

STATE OF PA
COUNTY OF Montgomery

ACKNOWLEDGMENT
S.C. CODE 30-5-30

The undersigned, a Notary Public for the State of PA, does hereby certify that the within-named Officer of Mortgage Electronic Registration Systems, Inc. as nominee for Homecomings Financial, LLC (f/k/a Homecomings Financial Network, Inc.) personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and seal on this 17 day of Nov., 2009.

Mary Lynch
Notary Public for _____
My Commission Expires: _____

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Mary Lynch, Notary Public
Upper Dublin Twp., Montgomery County
My Commission Expires Nov. 3, 2010
Member, Pennsylvania Association of Notaries

ASSIGNEE ADDRESS: Deutsche Bank Trust Company Americas as Trustee for RALI 2007QS8
1100 Virginia Drive
P.O. Box 8300
Fort Washington, PA 19034

A TRUE COPY
[Signature]
Lex. Co. C.C.P. G.S. & F.C.

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

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Edward B. Cottingham, retired from the Fourth Circuit,
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As Trustee for RALI2007QS8,
H. Guy Gantt, Intervenor,

Respondents,

v.

Janice Cross, South Carolina National Bank, N.A., Defendants,

Of Whom Janice Cross is,

Appellant.

EXHIBIT 2

**PROMISSORY NOTE WITH ORIGINAL DRAFT INDORSEMENT
SUBSEQUENTLY MADE INTO A FORGERY AND MUTILATED
WELL AFTER-THE-FACT SOMETIME BETWEEN
JUNE 30, 2010 AND JULY 22, 2010**

Original Exhibits from case file, which include those tagged by court reporter as
Exhibits 1, 2 and 4 at the August 11, 2010 deposition
of Juan Antonio Aguiere,
proving perjured testimony, forgery, and counterfeit documents

14 pages of various exhibits

EXHIBIT BB

2009-CP-32-05140

A TRUE COPY

Lex. Co. U.C. 12, C.S. 1010.

10. UNIFORM SECURED NOTE

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

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

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

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

By: John D. Cross (Seal) John D. Cross (Seal)
JOHN D CROSS JAMES CROSS
-Borrower -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

Without Recourse
Pay to the Order of

Glenn Peters
Glenn Peters
Assistant Secretary
Homingsings Financial, L.L.C.
A Delaware Corporation

ALBUQUE COPY
(Sign Original Only)

LAW CO. 3000 N. GARDEN ST. N.M.



10. UNIFORM SECURED NOTE

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

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

By: [Signature] (Seal)
JOHN D CROSS -Borrower

[Signature] (Seal)
JANICE CROSS -Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

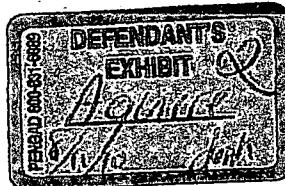
Without Recourse
Pay to the Order of
RESIDENTIAL FUNDING COMPANY, LLC

[Signature]
Gloria Peters
Assistant Secretary
Homecomings Financial, LLC
A Delaware Corporation

PAY TO THE ORDER OF
Deutsche Bank Trust Company Americas as Trustee
WITHOUT RECOURSE
Residential Funding Company, LLC

BY [Signature] [Original Only]
Judy Faber, Vice President

A TRUE COPY
[Signature]
LAW CO. O.C.C.F. U.S. # 10



THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM LEXINGTON COUNTY
Court of Common Pleas

Edward B. Cottingham, retired from the Fourth Circuit,
James O. Spence, master in equity for Lexington County
Case No. C/A 2009-CP-32-05140

Appellate Case No. 2011197766

Deutsche Bank Trust Company Americas
As Trustee for RALI2007QS8, Respondent,

H. Guy Gantt, Intervenor, Respondent,

v.

Janice Cross, South Carolina National Bank, N.A., Defendants,

Of Whom Janice Cross is, Appellant.

EXHIBIT 9

**NEWLY DISCOVERED EVIDENCE
BASED ON RULE 60(b)(2) OF THE SCRPC**

Unidentified investor continues to trade the original instruments seven months after the
void order and judgment of James O. Spence.

Two pages



www.mers-servicerid.org

Process Loans, Not Paperwork™

1 record matched your search:

This mortgage loan is registered on the MERS® System for informational purposes only.

Mortgage Electronic Registration Systems, Inc. is not the mortgagee for this loan.

MIN: 1000626-
0473478626-4

Note Date: 04/23/2007

MIN Status: Active

Servicer: GMAC Mortgage, LLC

Waterloo, IA

Phone: (800) 766-
4622

*Mortgage Identification Number
(Securitized)*

Investor: This investor has chosen not to display their information.
For assistance, please contact the servicer.

[Return to Search](#)

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

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THE STATE OF SOUTH CAROLINA
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v.

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Of Whom Janice Cross is, Appellant.

EXHIBIT 10

**NEWLY DISCOVERED EVIDENCE
BASED ON RULE 60(b)(2) OF THE SCRCP**

OCC News Release plus Page 1 of **Consent Order** by U.S. Treasury through the Office of Comptroller of the Currency, plus nine-page "**Stipulation and Consent**" by MERS on April 12, 2011 admitting illegalities that include this case. April 12, 2011 is the same date on which James O. Spence purportedly "closed escrow." See case file for "statement."



Comptroller of the Currency
Administration of National Banks
U.S. Department of the Treasury

NR 2011-47

FOR IMMEDIATE RELEASE**April 13, 2011****Contact: Robert Garsson
(202) 874-5770**

OCC Takes Enforcement Action Against Eight Servicers for Unsafe and Unsound Foreclosure Practices

WASHINGTON — The Office of the Comptroller of the Currency today announced formal enforcement actions against eight national bank mortgage servicers and two third-party servicer providers for unsafe and unsound practices related to residential mortgage loan servicing and foreclosure processing.

The eight servicers are Bank of America, Citibank, HSBC, JPMorgan Chase, MetLife Bank, PNC, U.S. Bank, and Wells Fargo. The two service providers are Lender Processing Services (LPS) and its subsidiaries DocX, LLC, and LPD Default Solutions, Inc.; and MERSCORP and its wholly owned subsidiary, Mortgage Electronic Registration Systems, Inc. (MERS).

MERS

"These comprehensive enforcement actions, coordinated among the federal banking regulators, require major reforms in mortgage servicing operations," said acting Comptroller of the Currency John Walsh. "These reforms will not only fix the problems we found in foreclosure processing, but will also correct failures in governance and the loan modification process and address financial harm to borrowers. Our enforcement actions are intended to fix what is broken, identify and compensate borrowers who suffered financial harm, and ensure a fair and orderly mortgage servicing process going forward."

The enforcement actions require the servicers to promptly correct deficiencies in residential mortgage loan servicing and foreclosure practices that examiners identified in reviews conducted during the fourth quarter of 2010. The actions require the servicers to make significant improvements in practices for residential mortgage loan servicing and foreclosure processing, including communications with borrowers and dual-tracking, which occurs when servicers continue to pursue foreclosure during the loan modification process. The enforcement actions require the servicers to ensure that foreclosures are not pursued once a mortgage has been approved for modification and to establish a single point of contact for borrowers throughout the loan modification and foreclosure processes. In addition, the actions require servicers to establish robust oversight and controls pertaining to their third-party vendors, including outside legal counsel, that provide default management or foreclosure services.

The OCC's actions also require each servicer to engage an independent firm to conduct a multi-faceted review of foreclosure actions between January 1, 2009, and December 31, 2010. This requirement includes a comprehensive "look back" to assess whether foreclosures complied with federal and state laws, whether foreclosures occurred when grounds for foreclosure were not present, such as when

loans were performing, and whether any errors, misrepresentations or other deficiencies resulted in financial injury to borrowers. The actions also require each servicer to establish a process for borrowers who believe they have been financially harmed by such deficiencies to make submissions to be considered for remediation. Each servicer must also submit a plan to remediate all financial injury to borrowers caused by any errors, misrepresentations, or other deficiencies identified in the independent consultant's findings.

The OCC based its enforcement actions on the findings of examinations conducted as part of the interagency horizontal reviews undertaken by the federal banking regulators in the fourth quarter of 2010. Examinations of these eight national bank servicers identified significant weaknesses in mortgage servicing and foreclosure governance that resulted in unsafe and unsound practices. The scope and degree of these practices differed among the servicers; however, based on the sample of files reviewed by OCC examiners, borrowers in the sample were seriously delinquent at the time of foreclosures and servicers held the notes and documents required to foreclose. A summary of the findings of the interagency reviews is available in the *Interagency Review of Foreclosure Policies and Practices*, which was produced by the OCC, the Board of Governors of the Federal Reserve System, and the Office of Thrift Supervision.

The enforcement actions do not preclude determinations regarding assessment of civil money penalties, which the OCC is holding in abeyance.

Related Links

- *Interagency Review of Foreclosure Policies and Practices* (PDF)
- Consent Order for Bank of America (PDF)
- Consent Order for Citibank (PDF)
- Consent Order for HSBC Bank (PDF)
- Consent Order for JPMorgan Chase Bank, N.A. (PDF)
- Consent Order for LPS; DocX, LLC; and LPD Default Solutions, Inc. (PDF)
- Consent Order for MetLife Bank, N.A. (PDF)
- Consent Order for MERSCORP and Mortgage Electronic Registration Systems, Inc. (MERS) (PDF)
- Consent Order for PNC Bank, N.A. (PDF)
- Consent Order for U.S. Bank National Association, U.S. Bank National Association ND (PDF)
- Consent Order for Wells Fargo Bank, N.A. (PDF)

#2011-044

**UNITED STATES OF AMERICA
DEPARTMENT OF THE TREASURY
COMPTROLLER OF THE CURRENCY
WASHINGTON, D.C.**

**BOARD OF GOVERNORS OF THE FEDERAL RESERVE SYSTEM
WASHINGTON, D.C.**

**FEDERAL DEPOSIT INSURANCE CORPORATION
WASHINGTON, D.C.**

**OFFICE OF THRIFT SUPERVISION
WASHINGTON, D.C.**

**FEDERAL HOUSING FINANCE AGENCY
WASHINGTON, D.C.**

In the Matter of:

MERSCORP, Inc., and the
Mortgage Electronic Registration Systems, Inc.,
Reston, Virginia

OCC No. AA-EC-11-20

Board of Governors
Docket Nos. 11-051-B-SC-1,
11-051-B-SC-2

FDIC-11-194b

OTS No. 11-040

FHFA No. EAP-11-01

CONSENT ORDER

The Comptroller of the Currency of the United States of America (“Comptroller”), through his national bank examiners and other staff of the Office of the Comptroller of the Currency (“OCC”), the Board of Governors of the Federal Reserve System, Washington, D.C. (“Board of Governors”), the Federal Deposit Insurance Corporation (“FDIC”), the Office of Thrift Supervision (“OTS”), and the Federal Housing Finance Agency (“FHFA”) (collectively

**UNITED STATES OF AMERICA
DEPARTMENT OF THE TREASURY
COMPTROLLER OF THE CURRENCY
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**BOARD OF GOVERNORS OF THE FEDERAL RESERVE SYSTEM
WASHINGTON, D.C.**

**FEDERAL DEPOSIT INSURANCE CORPORATION
WASHINGTON, D.C.**

**OFFICE OF THRIFT SUPERVISION
WASHINGTON, D.C.**

**FEDERAL HOUSING FINANCE AGENCY
WASHINGTON, D.C.**

In the Matter of:)	
)	
MERSCORP, Inc., and the)	OCC No. AA-EC-11-20
Mortgage Electronic Registration Systems, Inc.,)	Board of Governors
Reston, Virginia)	Docket Nos. 11-051-B-SC-1,
)	11-051-B-SC-2
)	
)	FDIC-11-194b
)	
)	OTS No. 11-040
)	
)	FHFA No. EAP-11-01
)	

**STIPULATION AND CONSENT TO THE ISSUANCE
OF A CONSENT ORDER**

The Comptroller of the Currency of the United States of America ("Comptroller" or "OCC"), and the Board of Governors of the Federal Reserve System ("Board of Governors"), the Federal Deposit Insurance Corporation ("FDIC"), the Office of Thrift Supervision ("OTS"), and the Federal Housing Finance Agency ("FHFA") (collectively MERS Stipulation

the "Agencies") intend to impose a cease and desist order on the Mortgage Electronic Registration Systems, Inc. ("MERS"), and its parent company, MERSCORP, Inc. ("MERSCORP"), pursuant to 12 U.S.C. § 1818(b), 12 U.S.C. § 1867(c)-(d), and 12 U.S.C. § 4631, for certain deficiencies and unsafe or unsound practices by MERS and MERSCORP that present financial, operational, compliance, legal and reputational risks to MERSCORP and MERS, and to MERSCORP's members.

MERS and MERSCORP, in the interest of compliance and cooperation, enter into this Stipulation and Consent to the Issuance of a Consent Order ("Stipulation") and consent to the issuance of a Consent Order, dated April 13, 2011 ("Consent Order");

In consideration of the above premises, the Agencies, through their authorized representatives, and MERS and MERSCORP, through their duly elected and acting Boards of Directors, stipulate and agree to the following:

ARTICLE I JURISDICTION

For purposes of this Stipulation and the Consent Order:

(1) MERS and MERSCORP are providers of services to depository institutions regularly examined by, or subsidiaries or affiliates of depository institutions subject to examination by the OCC, the Board of Governors, the FDIC, the OTS, and other appropriate Federal banking agencies, within the meaning of the Bank Service Company Act of 1962, 12 U.S.C. § 1867(c).

(2) MERS and MERSCORP are each an "institution-affiliated party" within the meaning of 12 U.S.C. § 1813(u), and are each an "entity-affiliated party" within the meaning of 12 U.S.C. § 4502(11).

MERS Stipulation

EXHIBIT GG

2009-CP-32-05140



National Association
of Attorneys General

PRESIDENT

Roy Cooper

North Carolina Attorney General

PRESIDENT-ELECT

Rob McKenna

Washington Attorney General

VICE PRESIDENT

Doug Gansler

Maryland Attorney General

IMMEDIATE PAST PRESIDENT

Jon Bruning

Nebraska Attorney General

EXECUTIVE DIRECTOR

James McPherson

October 13, 2010

**JOINT STATEMENT OF THE MORTGAGE FORECLOSURE
MULTISTATE GROUP**

It has recently come to light that a number of mortgage loan servicers have submitted affidavits or signed other documents in support of either a judicial or non-judicial foreclosure that appear to have procedural defects. In particular, it appears affidavits and other documents have been signed by persons who did not have personal knowledge of the facts asserted in the documents. In addition, it appears that many affidavits were signed outside of the presence of a notary public, contrary to state law. This process of signing documents without confirming their accuracy has come to be known as "robo-signing." We believe such a process may constitute a deceptive act and/or an unfair practice or otherwise violate state laws.

In order to handle this issue in the most efficient and consistent manner possible, the states have formed a bi-partisan multistate group to address issues common to a large number of states. The group is comprised of both state Attorneys General and the state bank and mortgage regulators. Currently 49 state Attorneys General have joined this coordinated multistate effort. State bank and mortgage regulators are participating both individually and through their Multistate Mortgage Committee, which represents mortgage regulators from all 50 states. Through this process, the states will attempt to speak with one voice to the greatest extent possible. At the end of this statement is a list of the participating states.

Our multistate group has begun inquiring whether or not individual mortgage servicers have improperly submitted affidavits or other documents in support of foreclosures in our states. The facts uncovered in our review will dictate the scope of our inquiry. The Executive Committee is comprised of the following Attorneys General Offices: Arizona, California, Colorado, Connecticut, Florida, Illinois, Iowa, New York, North Carolina, Ohio, Texas, and Washington; and the following state banking regulators: Maryland Office of the Commissioner of Financial Regulation, New York State Banking Department, and the Pennsylvania Department of Banking.

2030 M Street, NW
Eighth Floor
Washington, DC 20036
Phone: (202) 326-6000
<http://www.naag.org/>

FILED
LUCAS COUNTY

2010 OCT -6 P 2:14

COMMON PLEAS COURT
JENNIE QUILTER
CLERK OF COURTS

**IN THE COURT OF COMMON PLEAS
LUCAS COUNTY, OHIO**

**STATE OF OHIO, ex rel.
RICHARD CORDRAY
ATORNEY GENERAL OF OHIO**
30 East Broad Street, 17th Floor
Columbus, Ohio 423215

PLAINTIFF

vs.

GMAC MORTGAGE, LLC
c/o Csc-Lawyers Incorporating Service
50 West Broad St., Suite 1800
Columbus, Ohio 43215

and

ALLY FINANCIAL, INC.
c/o Ct Corporation System
1300 East Ninth Street
Cleveland, Ohio 44114

and

JEFFREY STEPHAN
42 Lenape Drive #L35
Sellersville, PA 18960

DEFENDANTS

CASE NO.

CI0201006984

JUDGE

ASSIGNED TO JUDGE FRANKS

**COMPLAINT FOR DECLARATORY
RELIEF, PRELIMINARY AND
PERMANENT INJUNCTION,
DAMAGES, CIVIL PENALTIES
AND PUNITIVE DAMAGES**

**JURY DEMAND ENDORSED
HEREON**

JUDGE KAPLAN

11 CIV 2976

PREET BHARARA
United States Attorney for the
Southern District of New York
By: BRIAN M. FELDMAN
Assistant United States Attorney
86 Chambers Street, Third Floor
New York, New York 10007
Telephone No. (212) 637-2777
Facsimile No. (212) 637-2717
Brian.Feldman@usdoj.gov

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK.

UNITED STATES OF AMERICA,

Plaintiff,

-against-

DEUTSCHE BANK AG and MORTGAGEIT,
INC.,

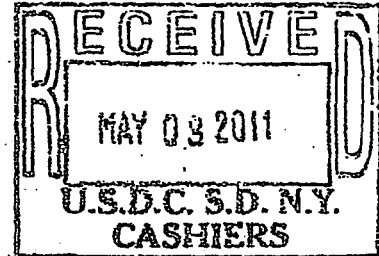
Defendants.

COMPLAINT

11 Civ. _____

ECF Case

Jury Trial Demanded



The United States of America (the "Government"), by its attorney, Preet Bharara, United States Attorney for the Southern District of New York, brings this action against Deutsche Bank AG ("Deutsche Bank") and MortgageIT, Inc. ("MortgageIT") (collectively "Defendants"), alleging upon information and belief as follows:

INTRODUCTION

1. This is a civil mortgage fraud lawsuit brought by the United States against Deutsche Bank and MortgageIT. As set forth below, Deutsche Bank and MortgageIT repeatedly lied to be included in a Government program to select mortgages for insurance by the Government. Once in that program, they recklessly selected mortgages that violated program rules in blatant disregard of whether borrowers could make mortgage payments. While Deutsche

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM LEXINGTON COUNTY
Court of Common Pleas

Edward B. Cottingham, retired from the Fourth Circuit,
James O. Spence, master in equity for Lexington County
Case No. C/A 2009-CP-32-05140

Appellate Case No. 2011197766

Deutsche Bank Trust Company Americas
As Trustee for RALI2007QS8, Respondent,

H. Guy Gantt, Intervenor, Respondent,

v.

Janice Cross, South Carolina National Bank, N.A., Defendants,

Of Whom Janice Cross is, Appellant.

EXHIBIT 4

Appellant's July 15, 2011 Verified Notice

**“NOTICE TO ALL PARTIES OF Janice Cross’ CLAIM FOR TIME TO REBUT
H. GUY GANTT TIMELY WITHIN 30 DAYS OF SERVICE OF PROCESS –
VERIFIED STATEMENT”**

Six pages

STATE OF SOUTH CAROLINA) FILED

COUNTY OF LEXINGTON) 2011 JUL 15 P 2: 12

DEUTSCHE BANK TRUST COMPANY RIGG)
AMERICAS AS TRUSTEE FOR REAL ESTATE)
PLANNING)
LEXINGTON SC)
Plaintiff,

H. Guy Gantt,
Intervenor,

vs.

Janice Cross, *pro se*, defendant in error,
South Carolina National Bank and Trust, N.A.

Defendants,

John David Cross,
Intervenor.

IN THE COURT OF COMMON PLEAS
ELEVENTH JUDICIAL CIRCUIT

C/A #: 2009-CP-32-05140

**NOTICE
TO ALL PARTIES OF
Janice Cross' CLAIM
FOR TIME TO REBUT
H. GUY GANTT
TIMELY WITHIN 30 DAYS
OF SERVICE OF PROCESS**

VERIFIED STATEMENT

County of Lexington)
State of South Carolina) ss:

AFFIDAVIT

I, Janice Marie Cross, *pro se*, the living woman, by special appearance and not appearing generally, sworn and under oath, comes with this **NOTICE TO ALL PARTIES OF Janice Cross' CLAIM FOR TIME TO REBUT H. GUY GANTT TIMELY WITHIN 30 DAYS OF SERVICE OF PROCESS** and do state that the following facts are true, correct and complete, to wit:

1. That my husband John David Cross and I are the only Real Parties in Interest who ever appeared in the above-captioned matter; and further,

EXHIBIT EE

2009-CP-32-05140

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA
CASE NO. 50 2008 CA 040805XXXX MB

GMAC MORTGAGE, LLC,

Plaintiff,

vs

ANN M NEU AKA/A ANN MICHELLE
PEREZ; DOUGLAS WILLIAM NEU;
UNKNOWN TENANT(S) IN
POSSESSION OF THE SUBJECT
PROPERTY,

Defendants.

DEPOSITION OF JEFFREY STEPHAN

Thursday, December 10, 2009

1:00 p.m. to 2:30 p.m.

Consor & Associates
1655 Palm Beach Lakes Blvd., Ste. 500
West Palm Beach, Florida 33401

Reported By:

Jamie Reynolds Bentley, Court Reporter

Notary Public, State of Florida

Consor & Associates

1655 Palm Beach Lakes Blvd., Suite 500

West Palm Beach, Florida 33401

(561) 682-0905

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I N D E X

WITNESS:	DIRECT	CROSS	REDIRECT	RE CROSS
JEFFREY STEPHAN				
BY MR. IMMEL	4			54
JEFFREY STEPHAN				
BY MS. ARROYAVE		51		

E X H I B I T S

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www.cloisurereports.com

1 APPEARANCES:

2 On behalf of the Plaintiff:

3 ALEJANDRA ARROYAVE, ESQ.

Lapin & Leichtling

225 Alahamra Circle

Suite 800

5 Coral Gables, Florida 33134

(305) 569-4100

6

7

8 On behalf of the Defendant:

9 CHRISTOPHER IMMEL, ESQ.

Ice Legal, P.A.

10 1975 Sausun's Way

Suite 10

11 West Palm Beach, Florida 33411

(561) 798-5638

12

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1 P R O C E E D I N G S

2
3 Deposition taken before Jamie Reynolds Bentley, Court
4 Reporter and Notary Public in and for the State of Florida
5 at Large, in the above cause.

6
7 THE COURT REPORTER: Do you swear or affirm that
8 the testimony you are about to give will be the truth,
9 the whole truth and nothing but the truth?

10 THE WITNESS: I do.

11 Thereupon,

12 (JEFFREY STEPHAN)

13 having been first duly sworn or affirmed, was examined
14 and testified as follows:

15 DIRECT EXAMINATION

16 BY MR. IMMEL:

17 Q. All right. We are here on GMAC Mortgage, LLC
18 versus Neu. This is the deposition of Jeffrey Stephan.
19 I'm sure your attorney has gone over things with you a
20 little bit. But if you could just keep the thing in
21 mind, to answer, not to simply nod your head or anything
22 like that. We need for your answers to be clear for the
23 court reporter that way.

24 A. Yes.

25 Q. Could you please state your name for the

1 record.

A. My name is Jeffrey Stephan.

2 Q. Okay. And who do you work for?

3 A. GMAC, LLC.

4 Q. And is there a difference between GMAC, LLC
5 and GMAC Mortgage, LLC?
6

7 A. GMAC, LLC -- I'm trying to think of the word
8 to use -- the most recent name.

9 Q. Okay.

10 A. It's GMCA Mortgage Corporation.

11 Q. Okay.

12 A. I'm not sure how you would word that.

13 Q. Okay. So are they -- does GMAC, LLC -- now
14 has that basically taken over these other entities --

15 A. Yes.

16 Q. -- that formerly existed?

17 A. Yes.

18 Q. So these entities no longer currently exist?

19 A. Right.

20 Q. Okay. And how long then have you been
21 employed by GMAC, LLC?

22 A. Five years.

23 Q. Okay. And prior to that, it was GMAC Mortgage
24 and GMAC Corporation?

25 A. That was as the whole five years.

1 note was transferred through these endorsements to new
2 note-holders and owners that MERS remained the
3 mortgagee?

4 MS. ARROYAVE: Objection: Form.

5 THE WITNESS: I wouldn't have that knowledge.

6 BY MR. IMMEL:

7 Q. Okay. It's your understanding that MERS does
8 not assign the mortgage every time the note is
9 transferred; is that correct?

10 MS. ARROYAVE: Objection: Form.

11 THE WITNESS: I wouldn't have that knowledge
12 either.

13 BY MR. IMMEL:

14 Q. Okay. All right. Do you know who would have
15 that knowledge?

16 A. No, I do not.

17 Q. Okay. All right.

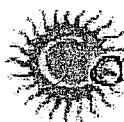
18 MR. IMMEL: And we have here defendant's
19 request for production regarding the Jeffrey
20 Stephan documents. That will be Exhibit J.

21 (Defendant's Exhibit Letter J was marked for
22 identification.)

23 BY MR. IMMEL:

24 Q. Have you seen that document before?

25 A. I have not seen this document until recently



1 when I found out that I was coming here.

2 Q. Okay. And also we have the response to the
3 request for production regarding the Jeffrey Stephan
4 document.

5 MR. IMMEL: That will be marked as Exhibit K.

6 (Defendant's Exhibit Letter K was marked for
7 identification.)

8 BY MR. IMMEL:

9 Q. I'm going to direct you to paragraph 5 where
10 there has been an objection based on our request for all
11 MERS system documents, records, computer data, or other
12 MERS information reviewed by Jeffrey Stephan prior to
13 executing the assignment of mortgage filed in this case
14 to determine the proper SNE.

15 It's been objected to as vague and ambiguous
16 and improperly presumes that Plaintiff has custody or
17 control over any MERS system documents.

18 As a MERS vice president, you don't have
19 access to any MERS system documents?

20 A. No, I do not.

21 Q. Okay.

22 A. I do not work for MERS.

23 Q. Okay. And so you don't actually review any
24 documents prior to executing the assignment of mortgage?

25 MS. ARROYAVE: Asked and answered.

PROOF OF SERVICE FOR APPELLANT'S SECOND REPLY BRIEF

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM LEXINGTON COUNTY
Court of Common Pleas

Edward B. Cottingham, retired judge from the Fourth Judicial Circuit
James O. Spence, master in equity for the Eleventh Judicial Circuit
Case No. C/A 2009-CP-32-05140

Case No. 2011-197766

Deutsche Bank Trust Company Americas
As Trustee for RALI2007QS8, Respondent,

H. Guy Gantt, Intervenor, Respondent,

v.

Janice Cross, South Carolina National Bank, N.A., Defendants,

Of Whom Janice Cross is, Appellant.

RECEIVED
JUL 27 2012

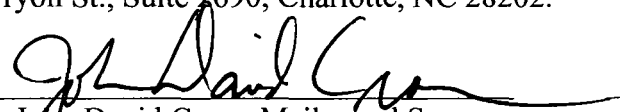
SC Court of Appeals

PROOF OF SERVICE

I certify that on this day, pursuant to the May 08, 2012 letter from the South Carolina Court of Appeals to Appellant, I served by USPS regular mailing a copy of SECOND REPLY BRIEF OF APPELLANT AND A PETITION TO STRIKE THE MOTION TO STRIKE INITIAL BRIEF OF APPELLANT plus Exhibits upon the following Respondent, which is the only Respondent who filed a brief in response to the AMENDED INITIAL BRIEF OF APPELLANT -- Mark Wierman of BRADLEY ARANT BOULT CUMMINGS LLP, 100 Tryon St., Suite 2690, Charlotte, NC 28202.

Executed on July 27, 2012

by:


John David Cross, Mailer and Server
in care of P.O. Box 2453
West Columbia, South Carolina 29169