

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM ORANGEBURG COUNTY
Court of Common Pleas

Diane Shafer Goodstein, Circuit Court Judge

Case No. 2014-001683

Wells Fargo Bank, N.A., Respondent,

v.

Dorothy Sistrunk, Appellant.

**THE APPELLANT DOES NOT OBJECT TO WELLS
FARGO'S MOTION TO EXTEND TIME TO FEBRUARY 2, 2015**

January 6, 2015

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SC Court of Appeals

Comes now the Appellant, Dorothy Sistrunk, to file her reasons for not objecting to Wells Fargo's Motion to Extend Time to February 2, 2015, i.e., Wells Fargo Bank, N. A., Respondent v. Dorothy Sistrunk, Appellant - Case 2014-001683.

**THE 7 YEAR VIOLATION OF
WELLS FARGO'S COMPLIANCE AGREEMENT CAN END**

1. Considering the abuses the Appellant has experienced in Wells Fargo's prosecution of this case, the Appellant should be opposed to any additional delays. However, Wells Fargo's request to extend time is advantageous for Nelson Mullins Riley & Scarborough, LLP; as well as, Respondent Wells Fargo Bank, N. A. to extend time. *{See Attached Exhibit 375}* For 7 years, Wells Fargo & Wells Fargo's hired law firm has violated the Compliance Agreement that clearly states the following in pertinent parts:

"The undersigned Borrower(s), in consideration of the lender disbursing funds today for the closing of the property listed above agrees, if requested by the lender or someone acting on behalf of the lender, to fully cooperate and adjust for errors and omissions, any and all closing documentation deemed necessary or desirable in the reasonable discretion of the lender to sell, convey, seek guaranty or market said loan to any entity including but not limited to any investor, Federal National Mortgage Association (FNMA), Government National Mortgage Association (GNMA) Federal Home Loan Mortgage Corporation, Department of Housing and Urban Development, Veterans Administration or any Municipal Bonding Authority.

The undersigned Borrower(s) do hereby so agree and covenant in order to assure that **the loan documentation** executed this date **will conform and be acceptable to the marketplace in the instance of transfer, sale or conveyance** by the lender of its interest in and to said loan documentation. **[Boldness added for emphasis]**

Date effective this 21st day of December, 2007."

(a) Therefore, Nelson Mullins Riley & Scarborough, LLP, can use this additional time to contact Wells Fargo and tell Wells Fargo the truth, thus ending the 7 year violation of the Compliance Agreement. The key phrases in the Compliance Agreement are: (1) the loan documentation; (2) be acceptable to the marketplace in the instance of transfer, sale or conveyance; (3) to any entity; (4) identification of entities -

including some major institutional investors. The loan documentation includes the documents used to approve and close the loan, i.e., (1) the appraisal, (2) contract of sale, (3) satisfaction completion certificate, (4) loan application; and (5) the credit report.

(b) The Appellant's income and employment history are immaterial and ancillary. If the credit report failed, income, employment, a driver's license photo ID and a Taxpayer's ID Number or a Social Security Number are irrelevant – the loan is dead.

(c) The Appellant has consistently demanded Wells Fargo verify the loan documentation so that the "**Mortgage Fraud**" associated with Acct. #0174072777 can be exposed and proven and this loan rescinded or cancelled before it is sold, transferred, conveyed or sent into the marketplace. {See WF00117- Attached As Exhibit 376}

(d) Due to institutional investing, millions of people would be impacted if this happened; especially, veterans and government employees at every level. Janet Frotscher consistently refused to accept the truth or validate the Seller's, Broker's or Appraiser's information, statement/s and/or representations. Even in the lower court, Wells Fargo's attorneys have refused to speak the undisputed truth or discover and/or acknowledge any undisputed truth and the irrefutable facts relative to loan #0174072777.

(e) **Mortgage Fraud** is not acceptable in the marketplace and mortgage backed securities based on misrepresented, misstated, and/or omitted material facts, falsified, forged and altered documentation, according to the Federal Bureau of Investigation (FBI), are illegal. Under the terms of the Compliance Agreement the Appellant is only required to adjust for errors and omissions in any and all closing documents. The Appellant is not required to adjust for misrepresentations and/or mis-statements of material facts, falsity, forgery, deceit, deception and/or OUTRIGHT LIES.

(f) Under the terms of the Compliance Agreement, the Appellant must cooperate with anyone acting on behalf of the lender in order to **assure the loan documentation** that was executed **conforms and be acceptable to the marketplace in the instance of transfer, sale or conveyance** to any entity including but not limited to any investor, Federal National Mortgage Association (FNMA), Government National Mortgage Association (GNMA) Federal Home Loan Mortgage Corporation, Department of Housing and Urban Development, Veterans Administration or any Municipal Bonding Authority. The "Burden of Proof" and adjustments for errors and omissions is on Wells Fargo and anyone representing Wells Fargo or acting on behalf of Wells Fargo.

2. Wells Fargo [reps.] have a Fiduciary responsibility to tell investors the truth about its securities. (Regions, 354 S.C. at 671, 582 S.E.2d at 444) (Holding that, "a bank may be held to a fiduciary duty if it undertakes to advise a depositor as part of the services the bank offers.")

3. In addition; if Wells Fargo fails to disclose the undisputed truth and nothing but the truth relative to its mortgage backed securities and/or "Security Instruments", Wells Fargo is violating mandated disclosure requirements of the Securities and Exchange Commission relative to securities and/or "Security Instruments".

4. For 7 years, Wells Fargo has violated the terms of the Compliance Agreement with the Appellant to **assure the loan documentation conform and be acceptable to the marketplace in the instance of transfer, sale or conveyance** to any entity. The only legitimate adjustment for errors and omissions in the loan's documentation for **Mortgage Fraud** is Cancellation. No evidence exists in the Court's Records that Wells Fargo's hired lawyers from Nelson Mullins Riley & Scarborough, LLP., and/or Rogers Townsend &

Thomas, PC., revealed the truth to Wells Fargo about loan 0174072777.

(a) “Generally, South Carolina Courts will not enforce contracts that are illegal or violate public policy. See White v. J.M. Brown Amusement Co., Inc., 360 S.C. 366, 371, 601 S.E.2d 342, 345 (2004) (“The general rule, well established in South Carolina, is that courts will not enforce a contract when the subject matter of the contract or an act required for performance violates public policy as expressed in constitutional provisions, statutory law, or judicial decisions.”); See also Beach Co. v. Twillman, Ltd., 351 S.C. 56, 64, 566 S.E.2d 863, 866 (Ct. App. 2002) (holding that illegal contracts are void and unenforceable, such that actions for its breach may not be maintained).

(b) “A corporation is not a natural person. It is an artificial entity created by law. Being an artificial entity it cannot appear or act in person. It must act in all its affairs through agents or representatives.” State v. Wells, 191 S.C. at 480, 5 S.E.2d at 186; Travelers Ins. v. Roof Doctor, 325 S.C. 614, 615-616, 481 S.E.2d 451, 452 (Ct. App. 1997)

(c) “[N]otice to an attorney is notice to the client. Faulkner v. Millar, 319 S.C. 216, 221, 460 S.E.2d 378, 381 (1995) (discussing principles of agency).

(d) “[T]he passive nondisclosure of information, one party has an affirmative duty to disclose information, and that party's failure to disclose the information serves as a substitute for the false representation element required in fraud.” Triggs v. Risinger, 772 S.W.2d 381, 382 (Mo.App.1989); see, also, Scott v. Hill, 330 Mo. 490, 50 S.W.2d 110, 111 (1932)

(e) Smith v. General Motors Corp., 979 S.W.2d 127, 129 (Ky.Ct. App.1998); Osterberger v. Hites Construction Co., 599 S.W.2d 221, 227 (Mo.App. 1980). “[I]t is, of course, well established that mere silence is not fraudulent absent a duty to disclose.” Smith, 979 S.W.2d at 129. “[A] duty to disclose may arise from a fiduciary relationship, from a partial disclosure of information, or from particular circumstances such as where one party to a contract has superior knowledge and is relied upon to disclose this knowledge.” Id

(f) “[W]hether a legal duty exists is a question of law.” Hallquist v. Midden, 196 S.W.3d 601, 604 (Mo.App. E.D.2006). “[A] legal duty owed by one party to another may arise under at least three sources: (1) the legislature; (2) the law; or (3) a contract.” Cupp v. National Railroad Passenger Corp., 138 S.W.3d 766, 771 (Mo.App. E.D.2004). “[I]n nondisclosure cases, a party's silence amounts to representation where the law imposes a duty to speak.” Andes, 853 S.W.2d at 943.

5. As agents and/or representatives of Wells Fargo, pursuant to the Compliance Agreement and “Attorney-Client Privilege”, the attorneys at Nelson Mullins Riley & Scarborough, LLP, acting on behalf of Wells Fargo, have requested information in the

form of admissions, document production, interrogatories and depositions in order to determine whether or not **the loan documentation conforms** and is **acceptable to the marketplace in the instance of transfer, sale or conveyance** to any entity and they are duty bound to report to Wells Fargo; an entity created by law, that based on the information received from the Appellant and a Witness pursuant to the Compliance Agreement, loan #0174072777 cannot be adjusted for errors and omissions, cannot conform and is not acceptable to the marketplace for conveyance, transfer or sale due to fraudulent documentation from the Seller, Broker, the Appraiser, the Player Law Firm and Wells Fargo's own employees. **Assure** means to make certain and put beyond doubt.

6. The Appellant cooperated fully, identified the "Fraud" that has been in Wells Fargo's document file for over 7 years and revealed the truth about the **Seller's** - Thomas Jacobs' Document Fraud, the **Broker's** - David Terrell's - Document Fraud, Forgeries and Falsifying Income, the **Appraiser's** - Jim H. Austin, III's - Appraisal Fraud, Document Fraud, Forgeries by Name Substitution, Falsified and Inflated Property Values, the Player Law Firm's, i.e., **Closing Attorney's** - Debra C. Galloway's and Stephanie Hammond's - Notary Fraud and Concealment of Material Facts and the Forgery, False Accusations and Statutory Violations of Wells Fargo's Own Employees.

(a) *FBI Mortgage Report 2006*: “[E]ach Mortgage Fraud scheme contains some type of "material misstatement, misrepresentation, or omission relating to the property or potential mortgage relied on by an underwriter or lender to fund, purchase or insure a loan."

(b) *FBI 2007 Mortgage Fraud Report*: “[M]ortgage Fraud is defined as the intentional misstatement, misrepresentation, or omission by an applicant or other interested parties, relied on by a lender or underwriter to provide funding for, to purchase, or to insure a mortgage loan.”

(c) **Inflated Appraisals** “An appraiser acts in collusion with a borrower and provides a misleading appraisal report to the lender. The report inaccurately states an inflated property value.” *FBI 2007 Mortgage Fraud Report*:

(d) In pertinent parts...“[F]raud for Profit is sometimes referred to as "Industry Insider Fraud" and the motive is to revolve equity, falsely inflate the value of the property, or issue loans based on fictitious properties. Based on existing investigations and Mortgage Fraud reporting, 80 percent of all reported fraud losses involve collaboration or collusion by.... insiders.”

(e) In pertinent parts...“[F]raud for profit is often committed with the **Complicity** of industry insiders such as mortgage brokers, real estate agents, property appraisers, and settlement agents (attorneys and title examiners). Typical fraudulent activities associated with this category in the SAR filing sampling are: appraisal fraud; fraudulent flipping; straw buyers;”*Crimes Enforcement Network (FinCEN) Mortgage Loan Fraud Report 11/ 2006*

(f) In pertinent parts...“[f]inance-related occupations, including accountants, mortgage brokers, and lenders were the most common suspect occupations associated with reported mortgage fraud. Perpetrators in mortgage industry occupations are familiar with the mortgage loan process and therefore know how to exploit vulnerabilities in the system. Victims of mortgage fraud may include borrowers....” *FBI Mortgage Fraud Report 2007*

(g) “[M]ortgages based on falsified documentation, inflated appraisals, fraudulent appraisal information, intentional misstatement, misrepresentation, or omission of a material fact are illegal.” *Federal Bureau of Investigation (FBI)*

(h) **15 USC § 1692f (FDCPA)** clearly states in pertinent parts.. “[A] debt collector may not use unfair or unconscionable means to collect or attempt to collect any debt. Without limiting the general application of the foregoing, the following conduct is a violation of this section: “(1) The collection of any amount (including any interest, fee, charge, or expense incidental to the principal obligation) unless such amount is expressly authorized by the agreement creating the debt or permitted by law..... (6) Taking or threatening to take any nonjudicial action to effect dispossession possession or disablement of property if— (A) there is no present right to possession of the property claimed as collateral through an enforceable security interest...;”

(i) **15 USC § 1681n(a)** clearly states in pertinent parts.... “[A]ny person who willfully fails to comply with any requirement imposed under this subchapter with respect to any consumer is liable to that consumer in an amount equal to the sum of— (1)(A) any actual damages sustained by the consumer as a result of the failure or damages of not less than \$100 and not more than \$1,000; or (B) in the case of liability of a natural person for obtaining a consumer report under false pretenses or knowingly without a permissible purpose, actual damages sustained by the consumer as a result of the failure or \$1,000, whichever is greater; (2) such amount of punitive damages as the court may allow; and (3) in the case of any successful action to enforce any liability under this section, the costs of the action together with reasonable attorney’s fees as determined by the court...”

(j) 18 USC § 1344 states in pertinent parts..., “Whoever knowingly executes, or attempts to execute, a scheme or artifice - (1) to defraud a financial institution; or (2) to obtain any of the moneys, funds, credits, assets, securities, or other property owned by, or under the custody or control of, a financial institution, by means of false or fraudulent pretenses, representations, or promises; shall be fined not more than \$1,000,000 or imprisoned not more than 30 years, or both.”

(k) 18 USC § 1346 - Definition of “scheme or artifice to defraud” “[F]or the purposes of this chapter, the term “scheme or artifice to defraud” includes a scheme or artifice to deprive another of the intangible right of honest services.”

(l) 12 CFR § 1731.2(c) states in pertinent parts.. “[M]ortgage fraud means a material misstatement, misrepresentation, or omission relied upon by an Enterprise to fund or purchase—or not to fund or purchase—a mortgage, including a mortgage associated with a mortgage-backed security or similar financial instrument issued or guaranteed by an Enterprise. Such mortgage fraud includes, but is not limited to, a material misstatement, misrepresentation, or omission in identification and employment documents, mortgage or mortgagor identity, and appraisals that are fraudulent.”

(m) § 16-13-10 - *SC Code of Laws* states in relevant parts.... “[A] It is unlawful for a person to: (1) falsely make, forge, or counterfeit; cause or procure to be falsely made, forged, or counterfeited; or wilfully act or assist in the false making, forging, or counterfeiting of any writing or instrument of writing; (2) utter or publish as true any false, forged, or counterfeited writing or instrument of writing; (3) falsely make, forge, counterfeit, alter, change, deface, or erase; or cause or procure to be falsely made, forged, counterfeited, altered, changed, defaced, or erased any re-cord or plat of land; or (4) willingly act or assist in any of the premises, with an intention to de-fraud any person. (B) A person who violates the provisions of this section is guilty of a: (1) felony and, upon conviction, must be fined in the discretion of the court or imprisoned not more than ten years, or both, if the amount of the forgery is ten thousand dollars or more;..”

(n) § 16-17-410 - *SC Code of Laws* clearly defines a conspiracy as the following: “[a] combination between two or more persons for the purpose of accomplishing an unlawful object or lawful object by unlawful means. A person who commits the crime of conspiracy is guilty of a felony and, upon conviction, must be fined not more than five thousand dollars or imprisoned not more than five years.”

(o) § 26-1-95 - *SC Code of Laws* clearly states in pertinent parts.. “[A] notary public who, in his official capacity, falsely certifies to affirming, swearing, or acknowledging of a person or his signature to an instrument, affidavit, or writing is guilty of a misdemeanor and, upon conviction, must be fined not more than two hundred dollars or imprisoned not more than thirty days. A notary public convicted under the provisions of this section shall forfeit his commission and shall not be issued another commission....”

(p) § 26-3-40 - *SC Code of Laws* states in pertinent parts the.. "[t]he person taking an acknowledgement shall certify that (1) The person acknowledging appeared before him and acknowledged he executed the instrument; and (2) The person acknowledging was known to the person taking the acknowledgment or that the person taking the acknowledgment had satisfactory evidence that the person acknowledging was the person described in and who executed the instrument."

(q) § 26-3-60 - *SC Code of Laws* clearly defines.. "[T]he words "acknowledged before me" means that: (1) That the person acknowledging appeared before the person taking the acknowledgment; (2) That he acknowledged he executed the instrument; (3) that, in the case of: (a) A natural person, he executed the instrument for the purposes therein stated....:"

(r) § 30-5-30 - *SC Code of Laws* clearly states in pertinent parts, "[E]xcept as otherwise provided by statute, before any deed or other instrument in writing can be recorded in this State, it must be acknowledged or proved by the method described in (A) or (B): "(A)(1) the execution of the deed or other instrument must be first proved by the affidavit of a subscribing witness to the instrument, taken before some officer within this State competent to administer an oath....." "(2) The Uniform Recognition of Acknowledgments Act must be complied with; or (3) the person executing it shall submit an affidavit subscribed to before a person authorized to perform notarial acts herein or by the Uniform Recognition of Acknowledgments Act that the signature on the deed or other instrument is his signature and that the instrument was executed for the uses and purposes stated in the instrument. (B) A deed or other instrument must be signed by the grantor, mortgagor, vendor, or lessor and the signing must be acknowledged by the grantor, mortgagor, vendor, or lessor in the presence of two witnesses, taken before some officer within this State competent to administer an oath."

(s) § 34-3-110 - *SC Code of Laws* clearly states in pertinent parts.."(A) A person knowingly may not execute, or attempt to execute, a scheme or artifice to: defraud a federally chartered or insured financial institution; or obtain monies, funds, credits, assets, securities, or other property owned by or under the custody or control of a federally chartered or insured financial institution by means of false or fraudulent pretenses, representations, or promises. (B) A person who violates the provisions of subsection (A) is guilty of a felony and, upon conviction, must be fined not more than ten thousand dollars or imprisoned for not more than five years, or both."

(t) § 36-3-305(a)(1)(ii)-(iii) - *SC Code of Laws* and *ARTICLE III* of the *Uniform Commercial Code* § 3-305 clearly states the following in pertinent parts: "[a)] Except as otherwise provided in this section, the right to enforce the obligation of a party to pay an instrument is subject to the following: (1) a defense of the obligor based on.. (ii) .. illegality of the transaction which, under other law, nullifies the obligation of the obligor, (iii) fraud that induced the obligor to sign the instrument with neither knowledge or reasonable opportunity to learn of its character or its essential terms."

(u) § 37-5-108 - *SC Code of Laws* clearly states in pertinent parts.. “(1) With respect to a transaction that is, gives rise to, or leads the debtor to believe will give rise to, a consumer credit transaction, if the court as a matter of law finds: (a) the agreement or transaction to have been unconscionable at the time it was made, or to have been induced by unconscionable conduct, the court may refuse to enforce the agreement;....”

(v) § 37-23-40(1)-(2) - *SC Code of Laws* clearly states in pertinent parts.. “[T]he lender of a high-cost home loan may not: (1) make a high-cost home loan without first receiving a written certification from a counselor approved by the State Housing Finance and Development Authority that the borrower has received counseling on the advisability of the loan transaction and the appropriate loan for the borrower. The Department of Consumer Affairs shall specify the information that must be provided by the lender and reviewed by the consumer credit counselor; (2) make a high-cost home loan unless the lender reasonably believes at the time the loan is consummated that one or more of the obligors, when considered individually or collectively, is able to make the scheduled payments to repay the obligation based upon a consideration of their current and expected income, current obligations, employment status, and other financial resources other than the borrower's equity in the dwelling that secures repayment of the loan.....” “[A]n obligor is presumed to be able to make the scheduled payments to repay the obligation if, at the time the loan is consummated, the obligor's total monthly debts, including amounts owed pursuant to the loan including, but not limited to, principal, interest, current property taxes, and current insurance, do not exceed fifty percent of the obligor's monthly gross income as verified by the credit application, a credit report, and information provided to a lender by a third party, including the Internal Revenue Service (IRS).

(w) § 39-5-20(a)-(b) - *SC Code of Laws* clearly states in pertinent parts.. “[a] Unfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce are hereby declared unlawful. (b) It is the intent of the legislature that in construing paragraph (a) of this section the courts will be guided by the interpretations given by the Federal Trade Commission and the Federal Courts to Section 5(a) (1) of the Federal Trade Commission Act (15 U.S.C. 45(a)(1)), as from time to time amended.”

**ADDITIONAL REASONS FOR NOT OBJECTING TO
WELLS FARGO'S MOTION TO EXTEND TIME TO FEBRUARY 2, 2015**

A. Extending time will not change the "Facts" or the "Material Facts."

7. The Appellant has also decided not to oppose extending time to February 2, 2015 because it will not change any of the following facts, material facts or precedents.

(a) Golden Gate Mortgage/Goldengate Mortgage/Golden Gate Mortgage,

Inc./David Terrell did not broker mortgage loan 017407277. David Terrell was not at 423 Bayne Street on 11/26/2007 and the Appellant was not at 3102 Millwood Avenue. Wells Fargo's mortgage loan was brokered by the "Unlicensed Seller" - Thomas Jacobs who engaged in Document Fraud to deceive Wells Fargo.

(b) All of Wells Fargo's supporting documents for a brokered loan are Forgeries. David Terrell misrepresented material facts, concealed material facts, engaged in Forgery, Falsified the Appellant's Income and did not disclose to Wells Fargo or SCDCA that Thomas Jacobs brokered the loan. There is no Golden Gate Mortgage Broker's Agreement or any other Golden Gate Mortgage brokering documents in Wells Fargo's document file. Wells Fargo's Broker's Agreement and remaining documents are from **Golden Gate Mortgage, Inc.** Even the 7-59 Appraisals and invoice are for Golden Gate Mortgage. The extent of the Mortgage Fraud and Conspiracy to Defraud is even more in-your-face, when considering the fact that Wells Fargo did not pay a broker's fee to **Golden Gate Mortgage, Inc.** Wells Fargo paid Golden Gate Mortgage \$1,750.50 for doing absolutely nothing and rewarded him for his deception and deceit.

(c) Jim H. Austin, III, did not appraise 423 Bayne Street in October of 2007. In addition to no overgrown hedges in his photographs of the property and little or no property deterioration, there is also a 30 foot Black Berry or Black Cherry tree that is missing. This 30 foot tree is directly in front of 423 Bayne Street. There is no way for a camera pointing directly at the front of 423 Bayne Street to miss a 30 foot tree. Therefore, whatever photographs he used were taken at a much earlier point in time.

(d) Jim H. Austin, III, misrepresented and omitted material facts. None of the improvements on Jim H. Austin, III's 7-59 Appraisals exist in reality, actuality or fact.

Jim H. Austin, III's \$75,000.00 property value is a Fabrication, just like the 423 Bayne Street on his Appraisals. Jim H. Austin, III, engaged in Document Fraud, Appraisal Fraud and Forgery by Name Substitution. Wells Fargo paid Thomas Jacobs \$75,000.00 for a property that does not exist.

(e) The Appellant was not the property owner or borrower in October of 2007 and Janet Frotscher did witness the Appellant showing any invoices to Jim H. Austin, III on September 14, 2007. Janet Frotscher engaged in False Accusations and concealed facts and material facts after all the facts were known. As early as January 14, 2008, Janet Frotscher knew Thomas Jacobs brokered loan 0174072777, the appraisals were falsified, Golden Gate Mortgage did not broker any loan at any time and 423 Bayne Street was built before 1950 that necessitated compliance with 24 CFR Part 35 - Subpart A - § 35.96(a)-(f).

(f) Stephanie Hammond was not in the Appellant's presence on December 21, 2007, therefore, she could not have witnessed the Appellant execute any documents for Wells Fargo. Attorney Debra C. Galloway engaged in Document Fraud and Notary Fraud along with Stephanie Hammond.

(g) Wells Fargo's employees used an Unauthorized Credit Report and engaged in Forgery in order to approve a \$75,000.00 payoff to Thomas Jacobs based on fraudulent documents and a non-existing property. The Player Law Firm was paid \$1,750.50 for Notary Fraud and Document Fraud. It is important to remember, the Appellant went to the Player Law Firm, that was located at 1415 Broad River Road to cancel any agreement, contract or loan for \$75,000.00 and has been actively engaged in ending this **Mortgage Fraud** and exposing this **Conspiracy to Defraud** since December 22, 2007.

B. Extending time will not remove the misstated facts, misrepresented facts, mischaracterized facts and the outright lie on Judge Goodstein's signed Court Order granting partial summary judgment that was drafted by Nelson Mullins Riley & Scarborough, LLP.

8. Extending time will not erase the injustice the Appellant has experienced for over 6 years in the Court of Common Pleas. The Appellant has been lied on by attorneys, falsely accused by Wells Fargo's personnel, hounded for documents Nelson Mullins Riley & Scarborough, LLP, already had - WF00001-137 and victimized by drafted and signed Court Orders based on misrepresented facts, falsified documents, mischaracterized facts, misstated facts and in some instances outright lies. Such as the following by attorneys Elizabeth Scott Moise, James H. Burns, Brian A. Calub, and Elizabeth S. Hodgson, whose scam affidavit put a loan riddled with fraud into the HMP and led to the **Massive Filing Fraud** of Burns and Moise. The following are a few examples:

Misrepresentation #1: “[W]ells Fargo attempted to contact Defendant Dorothy Sistrunk to speak with her about her eligibility pursuant to HMP requirements. However Defendant has refused to speak with Wells Fargo, but Wells Fargo currently is attempting to communicate with her again. Once an eligibility and/or loan modification determination is made, Wells Fargo will notify this Court.” (Elizabeth Scott Moise)

Wells Fargo never attempted to communicate with the Appellant. The Appellant has two phones, two fax machines and an answering machine on each phone. In addition, the Appellant's husband was home recovering from a severe groin injury. Wells Fargo and Nelson Mullins Riley & Scarborough, LLP have the Appellant's home phone number that has not changed in 14 years. The Appellant documented this **Massive Filing Fraud** for over 18 months in her **Verified Pleadings** from July 2009 to the Present.

Misrepresentation #2: Wells Fargo was making an eligibility determination. The Appellant has demanded strict proof that a determination was being made, methods, procedures, qualification requirements and the personnel responsible for the decision; to date, no documentation has been provided. #1 and/or #2 lasted for 2 years. (Elizabeth Scott Moise and/or James H. Burns)

Misrepresentation #3: The seller gave the Defendant an appraisal. (Brian Calub)

Misrepresentation #4: “[C]ritically, Defendant admits that she has no evidence

showing that Wells Fargo knew or participated in the alleged misrepresentations that were made by the seller and appraiser as alleged in her counterclaims. (James H. Burns)

Misrepresentation #5: The Defendant believes the seller and the appraiser conspired to mislead her. (James H. Burns)

On Judge Goodstein's Signed Order Granting Partial Summary Judgment

Misrepresentation #1: The Defendant and her attorney went to the closing on December 21, 2007. (An outright lie - by Elizabeth Scott Moise)

Misrepresentation #2: There is no evidence of wrongdoing by the broker, seller and appraiser. (Elizabeth Scott Moise)

Misrepresentation #3: The cost of yard work is the reason the Defendant needed new housing. (Elizabeth Scott Moise)

Misrepresentation #4: The Defendant admits she has no evidence linking Wells Fargo to the actions of the seller or appraiser. (Moise left out the broker.)

Misrepresentation #5: The Defendant's husband looked at homes with the seller and decided to purchase 423 Bayne Street. (Elizabeth Scott Moise)

Misrepresentation #6: The Defendant's husband contacted Thomas Jacobs about houses he had for sale. (Elizabeth Scott Moise)

Misrepresentation #7: Neither the Defendant nor her husband notified Wells Fargo of the representations of the seller. (Moise left out the broker & appraiser.)

(1) "[A] contract can be invalidated if it is based on any misrepresentation of a material matter, whether the misrepresentation was intentional or innocent. A contract can be set aside if it is discovered after the execution of the contract that information, documents and/or statements were discovered to be false, misrepresented, forged, and/or counterfeited or concealment of a material fact, or non-disclosures." *Beach Co. v. Twillman, Ltd.*, 351 S.C. 56, 64, 566 S.E.2d 863, 866 (Ct. App. 2002) (holding that "illegal contracts are void and unenforceable, such that actions for its breach may not be maintained")

(2) "[W]hen a contract is void, it is as if it never existed. See *Operating Eng'rs Pension Trust v. Gilliam* 737 F.2d 1501, 1505 (9th Cir.1984) (where employer's signature on CBA is procured by fraud in the execution, it is as though "no collective bargaining agreement exists").

(3) "[W]here a person is fraudulently induced to sign or endorse a bill or note in the reasonable belief that he is signing something else, he cannot really be said to have made or indorsed the bill or note; hence the ancient plea of *non est factum* is applicable. He is in effect stating that this is not his contract; in fact, it is not a contract at all." *12 Williston on Contracts* § 1488, at 333.

(4) "[A] promisor's signature procured by fraud in the execution gives no more effect to a contract than a promisor's signature that has been forged. In either case the contract is void; it has never had any legal effect. Andrews v. Tallman, 47 R.I. 111, 131 A. 50, 51 (R.I.1925) "[U]nder the plea of non est factum [a defendant] may be entitled to prove fraud in the execution of the bond whereby the instrument never had a legal existence as in cases of forgery...."); Crocker v. Bellangee, 6 Wis. 645, 1858 WL 2281, at 11 (Wis.1858)

(5) "[A] void contract is null *ab initio*, and the subject of it may be bought, sold, or otherwise dealt with, in all respects precisely as though it had never been — for it never hath been of any force. Instance, a forged or stolen deed, or a deed obtained by fraud in the execution....." Laborers' Pension Fund v. A & C Envtl., Inc., 301 F.3d 768, 780 (7th Cir 2002).

(6) "[F]raudulent misrepresentation requires proof that the maker knew of the untrue character of his or her representation." Willard v. Khotol Services Corp., 171 P.3d 108, 118-19 (Alaska 2007)

(7) Lightle v. State, Real Estate Com'n, 146 P.3d 980, 983 (Alaska 2006) – "[A] misrepresentation is fraudulent if it is "consciously false" and "intended to mislead another." Industrial Commercial Elec., Inc. v. McLees, 101 P.3d 593, 600 (Alaska 2004) – "[H]owever, fraud does not require the maker of a false statement to act with the specific "intent to deceive." "[R]ather, it requires the maker to have reason to expect that the other's conduct will be influenced by the statement. Lightle, 146 P.3d at 984.

(8) "[M]oreover, the misrepresentation must proximately cause the loss, i.e., the claimant must suffer pecuniary loss or incur liability as a result of the misrepresentation." Bubbel v. Wien Air Alaska, Inc., 682 P.2d 374, 381 (Alaska 1984) at 381. Wells Fargo had a duty to investigate the Appellant's allegations of the Seller's, Broker's, Appraiser's and the Player Law Firm's fraudulent misrepresentations of material facts. Wells Fargo's continued reliance was not justifiable. Wasser & Winters Co. v. Ritchie Bros. Auctioneers (America), Inc., 185 P.3d 73, 82 (Alaska 2008)

(9) "A public officer who negligently makes a defective or untrue certificate is liable, together with his surety, on his official bond for any damages resulting from such negligent act. Again in United States Fidelity & Guaranty Co. v. State, 211 Miss. 864 (Miss. 1951), the court held that "[w]here a notary is called on to perform an act which he is authorized by law to perform, and he does so carelessly or fraudulently, he and his surety are liable for any loss proximately resulting therefrom. A notary public is not an insurer, but he is under a duty to his clients to act honestly, skillfully and with reasonable diligence."

(10) "A notary public is always liable for all actions, whether intentional or unintentional. This liability is unlimited to financial losses and damages. Even if the notary public is guilty of negligent or intentional acts, the notary will be

personally liable to the injured party.” In United States Fidelity & Guaranty Co. v. State, 211 Miss. 864 (Miss. 1951), the court stated, “[t]hat a notary public is liable on his official bond, for wrongful official acts resulting in loss or injury. It is not necessary that the wrongful act of the notary shall be the sole cause of the loss. If it is a concurring cause and plays a part in bringing about the injury, the liability for the loss is fixed. A notary public engages in misconduct by affixing the notarial stamp and signature to an acknowledgment that the subscriber personally appeared on a specific date. A notary who knowingly purports to authenticate a document which, in fact, has not been properly authenticated, to the detrimental reliance of innocent third parties, is liable for fraud.”

(11) “[I]f the evidence as to the existence of a contract is conflicting or raises more than one reasonable inference, the issue should be submitted to the jury.” Armstrong v. Collins, 366 S.C. 204, 223, 621 S.E.2d 368, 377 (Ct. App. 2005); see also Small v. Springs Indus., Inc., 292 S.C. 481, 483, 357 S.E.2d 452, 454 (1987) (same).

(12) “[A]n issue is 'material' if the facts alleged are such as to constitute a legal defense or are of such a nature as to affect the result of the action.” PPG Indus., Inc. v. Orangeburg Paint & Decorating Ctr., Inc., 297 S.C. 176, 179, 375 S.E.2d 331, 332 (Ct. App. 1988).

(13) “[R]elevant evidence means evidence having any tendency to make the existence of any fact that is of consequence to the determination of the action more probable or less probable than it would be without the evidence.” *Rule 401, SCRE*

(14) “[A]ll relevant evidence is admissible, except as otherwise provided by the Constitution of the United States, the Constitution of the State of South Carolina, statutes, these rules, or by other rules promulgated by the Supreme Court of South Carolina. Evidence which is not relevant is not admissible.” *Rule 402, SCRE*

(15) Guardian Agency v. Guardian Mut. Savings Bank, 227 Wis. 550, 279 NW 79 (1938) (Holding that, “The contract is void if it is only in part connected with the illegal transaction and the promise single or entire.”); Beach Co. v. Twillman, Ltd., 351 S.C. 56, 64, 566 S.E.2d 863, 866 (Ct. App. 2002) (Holding that “illegal contracts are void and unenforceable, such that actions for its breach may not be maintained”)

(16) Trout v. Trout, (1934), 220 Cal. 652 at 656 clearly states; “[N]umerous authorities have established the rule that an instrument wholly void, such as an undelivered deed, a forged instrument, or a deed in blank, cannot be made the foundation of a good title, even under the equitable doctrine of bona fide purchase....”

(17) 6 Angels, Inc. v. Stuart-Wright Mortgage, Inc. (2001) 85 Cal.App.4th 1279 at 1286, where the Court stated: “[I]t is the general rule that courts have power to vacate a foreclosure sale where there has been fraud in the procurement of the

foreclosure decree or where the sale has been improperly, unfairly or unlawfully conducted, or is tainted by fraud, or where there has been such a mistake that to allow it to stand would be inequitable to purchaser and parties.”

(18) “[C]ontracts may be rescinded based upon mutual mistake of fact upon which the contract is based.” *Truck South, Inc. v. Patel*, 339 S.C. 40, 50, 528 S.E.2d 424, 429 (2000). “[T]he mistake must be common to both parties and cause each to do what neither intended.” *Id.* “[A]n agreement is “the union of two or more minds” in something done or to be done, a mutual assent to do something.” *Gaskins v. Blue Cross Blue Shield of S.C.*, 271 S.C. 101, 105, 245 S.E.2d 598, 600 (1978). “[A]n agreement that omits material terms may be determined to be unenforceable for indefiniteness.” *Lindsay v. Lindsay*, 328 S.C. 329, 337, 491 S.E.2d 583, 587-88 (Ct. App. 1997) at 337-38, 491 S.E.2d at 588.

(19) “[a] misrepresentation may make a contract voidable if it is either fraudulent or material.” *Restatement (Second) Contracts ch. 7, Introductory Note (1981)* “[T]he question of whether a party was fraudulently induced into a contract may go to the formation of the contract. A party that is misled as to the essential terms of a contract does not technically agree to the contract, as no assent to its terms has been formulated due to the misrepresentation. In this situation, it is irrelevant whether the misrepresentation was made by the other party to the contract or a third person. *See Restatement (Second) Contracts § 163 (1981)* (“It is immaterial under the rule stated in this Section whether the misrepresentation is made by a party to the transaction or by a third person.”).

(20) “[W]here a misrepresentation is made to an inexperienced person, or an under-educated person and where there is a “manifestly unequal position of the parties” – the existence of signed documents does not bar a claim for fraud.” *Belleville Nat’l Bank v. Rose et al.*, 456 N.E.2d 281, 285 (Ill. App. Ct. 1983) at 285; *See also; Koral Industries v. Security-Connecticut Life Ins. Co.*, 802 S.W.2d 650, 651 (Tex. 1990)

(21) As the court explained in *Belleville National Bank vs Rose et al.*, “[F]raud in the execution of an instrument is practiced ‘where the instrument is misread to the party signing it, or where there is a surreptitious substitution of one paper for another, or where by some other trick or device a party is made to sign an instrument which he did not intend to execute.’” *Belleville Nat’l Bank*, 456 N.E.2d at 283.

(22) *Jackson v. Bi-Lo Stores, Inc.*, 313 S.C. at 276, 437 S.E. 2d at 170 “[A] contract which contravenes public policy is void, and an action cannot be maintained for either its breach or for inducing its breach.” *W. Page Keeton et al.*, *Prosser and Keeton on the Law of Torts § 129, at 994 & n. 68 (5th ed. 1984)*; *James O. Pearson, Jr., Annotation, Liability for Interference With Invalid or Unenforceable Contract*, 96 A.L.R.3d 1294 (1979). *Nelson v. Bryant*, 265 S.C. 558, 220 S.E.2d 647 (1975) “[I]t is well settled that the courts will not aid in an action to enforce an illegal transaction.”

CONCLUSION

9. Instead of rewarding the Appellant for exposing the **Mortgage Fraud** and the **Conspiracy to Defraud** of the Broker - David Terrell, the Seller - Thomas Jacobs and the Appraiser - Jim H. Austin, III, Wells Fargo's personnel chose to lie, make false accusations, conceal and cover up the truth. For 6 years, going on 7 years, Wells Fargo's hired attorneys at Nelson Mullins Riley & Scarborough, LLP and Rogers Townsend & Thomas, PC have been presenting forgeries and fraudulent documents as legitimate and simply refused to come to 423 Bayne Street to see the physical evidence for themselves. Wells Fargo has refused to investigate the facts and refused to accept the truth.

10. If Wells Fargo had cooperated with the Appellant, the individuals that perpetrated this **Mortgage Fraud** could have been brought to justice and answer for their crimes. Instead, Wells Fargo choose to persecute an innocent victim of a cleverly executed scheme by industry insiders who had to have known that Wells Fargo and its hired attorneys would overlook and/or ignore the facts, the truth and the crimes of the perpetrators and pursue the victims.

11. Unlike 13 other states, South Carolina does not have specific statutes that specifically address *Residential Mortgage Fraud* that is perpetrated by insiders such as brokers, attorneys, closing agents and/or notaries. However, the laws in South Carolina, though not specific, can effectively address the issue of victimization by industry insiders that prey on the unsuspecting public.

12. South Carolina law prohibits **False Certification** by a Notary, schemes or artifices to defraud by means of false or fraudulent pretenses, representations, or promises, unfair or deceptive acts or practices in the conduct of any trade or commerce,

misrepresenting material facts, presenting the broker in the guise of a lender or pursuing a course of misrepresentation through agents or otherwise or engaging in a transaction or practice that operates a fraud upon a person in connection with the making of or purchase or sale of a mortgage loan and South Carolina law does not support an unlicensed person/s brokering mortgage loans or employing unlicensed person/s to broker mortgage loans.

13. As if being persecuted in the Courts was not enough, Wells Fargo's attorneys, added insult to injury, by changing the Appellant's defensive pleading from **Defrauding** and **Swindling** with falsified documents to *fraud*. Under prevailing criminal codes and statutes, it is not necessary for the Appellant to prove Wells Fargo actually succeeded in **Swindling** the Appellant or was successful in obtaining money or property by means of false or fraudulent pretenses, representations, or promises from 3rd parties.

14. It is not necessary to prove the Appellant lost any money or property as a result of Wells Fargo's **Defrauding** or **Swindling** with the falsified documents of the Seller, Appraiser, Broker, the Player Law Firm and Wells Fargo's own employees or upon the false statements and/or accusations of Janet Frotscher, attorneys Elizabeth Scott Moise, James H. Burns, Elizabeth S. Hodgson or Brian A. Calub. An unsuccessful [scheme to defraud or swindle] [scheme or plan to obtain money by means of false or fraudulent pretenses, representations or promises] is as just as illegal as a scheme or plan that is ultimately successful.

15. Finally, the additional 30 days can be effectively used by Nelson Mullins Riley & Scarborough, LLP to search for the truth, examine the facts and the material facts in this case that will not change in order meet the requirements of the Compliance Agreement.

16. Since specific allegations have been made with specificity and particularity, this pleading will be verified.

(1) Renville State Bank v. Kinsberg, 166 N.W. 643, 644 (S.D. 1918) ("A written declaration, properly sworn to, may constitute an affidavit, even though in the form of an ordinary pleading."); Washington ex rel. Victor Boom Co. v. Peterson, 70 P. 71 (Wash. 1902) (holding that a verified pleading can constitute an affidavit).

(2) Fidelity Financial Services, Inc. v. Hicks, 214 Ill.App.3d 398, 574 N.E.2d 15, 158 Ill.Dec. 221 (1st Dist. 1991) (admissions in verified pleading that are not product of mistake or inadvertence become binding judicial admissions)

(3) Winnetka Bank v. Mandas, 202 Ill. App. 3d 373, 397 (1st Dist. 1990). ("It is well established that a fact admitted in a verified pleading is a formal, conclusive judicial admission which is binding on the pleader and which dispenses wholly with proof of that fact.")

January 6, 2015

Respectfully submitted,

1/s Dorothy Sistrunk
Dorothy Sistrunk
423 Bayne Street
Orangeburg, South Carolina 29115
(803) 268-0716

Michael Anzelmo
SC Bar No. 72933
1320 Main Street / 17th Floor
Post Office Box 11070 (29211-1070)
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(803)853-5200

NOTARY CERTIFICATION

IN WITNESS WHEREOF, The undersigned, being duly *SWORN*, and under the *PENALTY OF PERJURY* declares the afore stated facts are true and correct as of her own knowledge.

When it comes to matters stated therein that are based upon information and/or belief; as to those matters, she believes them to be true. Accordingly, based on the stated facts, has signed and

sealed these attestations this 6th day of January in the year 2015 in City and County of Orangeburg, in the State of South Carolina.

Appellant's Signature: Dorothy Sistrunk

Notary's Signature as Witness (1): Lillian D. Buck

Signed, sealed and delivered in the presence of:

**STATE OF SOUTH CAROLINA
COUNTY OF ORANGEBURG**

On 6th January, 2015 before me appeared Dorothy Sistrunk

and proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on this Verified Pleading (Reasons for not Objecting to Wells Fargo's Motion to Extend Time) presents this document to the Appellate Court. WITNESS my hand and official seal.

Notary's Signature Lillian D. Buck

Commission Expires _____

**My Commission Expires
July 24, 2022**

(Seal)

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM ORANGEBURG COUNTY
Court of Common Pleas

Diane Shafer Goodstein, Circuit Court Judge

2014-001683

Wells Fargo Bank, N.A.,

Respondent,

v.

Dorothy Sistrunk,

Appellant.

PROOF OF SERVICE

I certify that I have served a copy of my reasons for not objecting to Wells Fargo's Motion to Extend Time to February 2, 2015 on Wells Fargo Bank, N.A., by depositing a copy of it in the United States Postal Service, postage prepaid, on January 6, 2015, addressed to Wells Fargo's attorney/s of record that are listed below. The Motion was received on December 30, 2014.

Today's Date: January 6, 2014

/s. Dorothy Sistrunk
Dorothy Sistrunk
423 Bayne Street
Orangeburg, South Carolina 29115
(803) 268-0716

Attorney Michael Anzelmo
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SC Court of Appeals

Received
12/30/14

Nelson Mullins

Nelson Mullins Riley & Scarborough LLP
Attorneys and Counselors at Law
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Michael J. Anzelmo
Tel: 803.255.9312
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michael.anzelmo@nelsonmullins.com

December 29, 2014

Hand Delivered

The Honorable Jenny Abbott Kitchings
Clerk of Court
South Carolina Court of Appeals
1015 Sumter Street - 5th Floor
Columbia, SC 29201

RE: Wells Fargo Bank, N.A. v. Dorothy Sistrunk
Wells Fargo Matter #: 0362522-01
Appellate Case No. 2014-001683
NMRS File No.: 10275/01528

Dear Ms. Kitchings:

Please find enclosed an original and seven copies of a Motion for an Extension of Time in the above-referenced action. Please file the original and return a clocked-in copy to me via our courier. Should you have any questions, please do not hesitate to contact me. The required motion fee is enclosed.

By copy of this letter, I am hereby serving opposing parties.

Very truly yours,



Michael J. Anzelmo

MJA:jb1

cc: Ms. Dorothy Sistrunk

Exhibit 375

With offices in the District of Columbia, Florida, Georgia, Massachusetts, North Carolina, South Carolina, Tennessee and West Virginia

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM ORANGEBURG COUNTY
Court of Common Pleas

Diane S. Goodstein, Circuit Court Judge

Case No. 2008-CP-38-1024

Appellate Case No. 2014-001683

Wells Fargo Bank, N.A., Respondent,
v.
Dorothy Sistrunk, Appellant.

Motion for an Extension of Time

Pursuant to Rule 240 of the South Carolina Appellate Court Rules, Respondent Wells Fargo Bank, N.A. (“Wells Fargo”) respectfully requests an extension of time to file its Initial Respondent’s Brief and Designation of Matter in the above-captioned appeal. This the second request for an extension of this deadline. Wells Fargo will not seek any further extension of this deadline, absent extraordinary circumstances.


This request is necessitated due to undersigned counsel’s numerous other work conflicts, scheduling deadlines, and other court appearances/filings that conflict with the current due date. Currently, Wells Fargo’s Initial Brief and Designation of Matter are due on January 2, 2015. Wells Fargo requests a thirty (30) day extension of time until February 2, 2015.¹ No party will be prejudice by this request because the trial

¹ The extended deadline falls on February 1, 2015, which is a Sunday. Per Rule 263, SCACR, the deadline would shift to Monday, February 2, 2015.

court has stayed the underlying foreclosure action against Appellant pending resolution of this appeal.

Therefore, Wells Fargo requests that this Court enter an order extending the deadline for Wells Fargo's Initial Brief of Respondent and Designation of Matter until February 2, 2015.

NELSON MULLINS RILEY & SCARBOROUGH LLP

By:  _____

Michael J. Anzelmo
SC Bar No. 72933
1320 Main Street / 17th Floor
Post Office Box 11070 (29211-1070)
Columbia, South Carolina 29201
803.799.2000

Attorneys for Wells Fargo Bank, N.A.

Columbia, South Carolina

December 29, 2014

Exhibit 375

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM ORANGEBURG COUNTY
Court of Common Pleas

Diane S. Goodstein, Circuit Court Judge

Case No. 2008-CP-38-1024

Appellate Tracking No. 2014-001683

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SC Court of Appeals

Wells Fargo Bank, N.A., Respondent,

v.

Dorothy Sistrunk, Appellant.

Proof of Service

I, attorney for Respondent Wells Fargo Bank, N.A., hereby certify that I have served all parties in this action with a copy of the pleading(s) hereinbelow specified by mailing a copy of the same by certified United States Mail, return receipt requested, postage prepaid, to the following address(es):


Pleadings:

Respondent's Motion for an Extension of Time

Party Served:

pro se Defendant
Ms. Dorothy Sistrunk
423 Bayne Street
Orangeburg, SC 29115

Exhibit 375



Michael J. Anselmo

December 29, 2014

Exhibit 375

Compliance Agreement

State of SOUTH CAROLINA
County of ORANGEBURG
Borrower(s): DOROTHY SISTRUNK

Lender: WELLS FARGO BANK, N.A.
Property: 423 BAYNE STREET
ORANGEBURG, SC 29115

The undersigned Borrower(s), in consideration of the lender disbursing funds today for the closing of the property listed above agrees, if requested by the lender or someone acting on behalf of the lender, to fully cooperate and adjust for errors and omissions, any and all loan closing documentation deemed necessary or desirable in the reasonable discretion of the lender to sell, convey, seek guaranty or market said loan to any entity including but not limited to any Investor, Federal National Mortgage Association (FNMA), Government National Mortgage Association (GNMA), Federal Home Loan Mortgage Corporation, Department of Housing and Urban Development, Veterans Administration or any Municipal Bonding Authority.

The undersigned Borrower(s) do hereby so agree and covenant in order to assure that the loan documentation executed this date will conform and be acceptable in the marketplace in the instance of transfer, sale or conveyance by the Lender of its interest in and to said loan documentation.

Date effective this 21st day of December, 2007.


DOROTHY SISTRUNK 12/21/07
DATE

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SC Court of Appeals

ATTEST: TRUE COPY


CLERK OF COURT
ORANGEBURG COUNTY, SC

EU032L Rev. 04/03/05

Exhibit 376

WF00117

 **Dorothy Sistrunk**

423 Bayne Street • Orangeburg, SC 29115 • Ph: 803-268-0716 • Fx: 803-534-6727

January 6, 2015


The Honorable Jenny Abbot Kitchings
Clerk of Court
South Carolina Court of Appeals
POB 11629
Columbia, SC 29211

RE: Wells Fargo Bank, N.A. v. Dorothy Sistrunk
Civil Action Case #2008-CP-38-1024
Appellate Case #2014-001683

Ms. Kitchings,

I am new at this so...please advise me of errors and/or any incorrect protocol. I am enclosing my "**Appellant Does Not Object to Wells Fargo's Motion to Extend Time to February 2, 2015**". In accordance with *Rule 240(e), SCACR*, I am enclosing an original and six (6) copies of my reasons for not objecting to the motion; paper clipped and not stapled, and I have also served a copy on all parties listed below postage prepaid.

Thank you.


Dorothy Sistrunk

CC:

Michael Anzelmo
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(803) 799-2000

Elizabeth Scott Moise
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JAN 09 2015

SC Court of Appeals