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SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM SPARTANBURG COUNTY

Court of Common Pleas

Gordon G. Cooper, Master in Equity

Case No. 2012-CP-42-3027; Appellate Case: 2014-000600

DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE FOR ARGENT SECURITIES INC., ASSET BACKED PASS-THROUGH CERTIFICATES, SERIES 2004-W11, RESPONDENT

v.

Geary Thomas Dooly, Eleanor S. Dooly,
United State of America, Defendants
Of whom Geary Thomas Dooly is the Appellant APPELLANT

RECORD ON APPEAL - REV 1/5/15

geary-thomas family of dooly: dooly
c/o P.O.Box 3326 Spartanburg, South Carolina [29304]
Phone 864 978-3426
Appellant, pro se vivus

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12-31-13

FORM 4

STATE OF SOUTH CAROLINA
COUNTY OF
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE

CASE NO. 2012 **CP**-42-03027

Deutsche Bank National Trust Company, as Trustee for Argent Securities, Inc., Asset-Backed Pass-Through Certificates, Series 2004-W11
PLAINTIFF(S)

Geary Thomas Dooly, Eleanor S. Dooly and United States of America
DEFENDANT(S)

Submitted by: Sarah R. Anderson

Attorney for : ☒ Plaintiff ☐ Defendant or ☐ Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

☐ **JURY VERDICT**. This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.

☒ **DECISION BY THE COURT**. This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered. ☐ See Page 2 for additional information.

☐ **ACTION DISMISSED** (*CHECK REASON*): ☐ Rule 12(b), SCRCP; ☐ Rule 41(a), SCRCP (Vol. Nonsuit); ☐ Rule 43(k), SCRCP (Settled); ☐ Other

☐ **ACTION STRICKEN** (*CHECK REASON*): ☐ Rule 40(j), SCRCP; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other

☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT** (*CHECK APPLICABLE BOX*) ☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

FILED
CLERK OF COURT
SPARTANBURG COUNTY
2013 DEC 31 PM 2:18
M. HOPE BLACKLEY

IT IS ORDERED AND ADJUDGED: ☐ See attached order (formal order to follow) ☐ Statement of Judgment by the Court:

ORDER INFORMATION

This order ☐ ends ☒ does not end the case.
Additional Information for the Clerk :

INFORMATION FOR THE JUDGMENT INDEX

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
		$
		$
		$

If applicable, describe the property, including tax map information and address, referenced in the order:

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. **Note: Title abstractors and researchers should refer to the official court order for judgment details.**

12-31-2013

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Circuit Court Judge | Judge Code | Date

For Clerk of Court Office Use Only

This judgment was entered on the 31 day of DEC, 20 13 and a copy mailed first class or placed in the appropriate attorney's box on this 31 day of DEC, 20 13 to attorneys of record or to parties (when appearing pro se) as follows:

Nelson, Mullins, Riley & Scarborough, LLP
Sarah R. Anderson, Esquire
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Greenville, SC 29603

Attorneys for Plaintiff

Geary Thomas Dooly
c/o Post Office Box 3326
Spartanburg, South Carolina [29304]

ATTORNEY(S) FOR THE DEFENDANT(S)

M. Hope Blackley, Deputy
CLERK OF COURT

DC

Court Reporter

ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS REFERENCED ON PAGE 1.

This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

FILED
CLERK OF COURT
SPARTANBURG COUNTY
2013 DEC 31 PM 2:48
M. HOPE BLACKLEY

A 34

STATE OF SOUTH CAROLINA COUNTY OF SPARTANBURG	)	BEFORE THE MASTER IN EQUITY
Deutsche Bank National Trust Company, as Trustee for Argent Securities, Inc., Asset-Backed Pass-Through Certificates, Series 2004-W11, Plaintiff, vs. Geary Thomas Dooly, Eleanor S. Dooly and United States of America, Defendants.	)	Civil Action No. 2012-CP-42-03027 **ORDER**

This matter came before the Court on Plaintiff Deutsche Bank National Trust Company, as Trustee for Argent Securities, Inc., Asset-Backed Pass Through Certificates, Series 2004-W11's ("Plaintiff") Motion to Dismiss Counterclaims of Defendants Geary Thomas Dooly and Eleanor S. Dooly (collectively "Defendants"). A hearing was held on Plaintiff's Motion on December 11, 2013, attended by the Plaintiff's attorneys of record and Defendant Geary Thomas Dooly proceeding *pro se* on behalf of Defendants. For the reasons that follow, the Court GRANTS Plaintiff's Motion to Dismiss Counterclaims of Defendants and dismisses Defendants' counterclaims with prejudice.

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CLERK OF COURT
SPARTANBURG COUNTY
2013 DEC 31 AM 2:00
ROBERT BLACKLEY

BACKGROUND

Plaintiff commenced this foreclosure action against Defendants in July 2012. Defendants, proceeding pro se, filed an Answer to Plaintiff's Complaint and purported to assert two counterclaims against Plaintiff. Liberally construing their pleading, Defendants alleged that: (1) Plaintiff lacks standing to maintain the instant foreclosure action against Defendants; and (2) Defendants are entitled to a recoupment. On January 10, 2013, Plaintiff filed a motion to dismiss

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Defendants' counterclaims on the grounds that they failed to state cognizable claims for relief, and requested that this matter be referred to the Master in Equity pursuant to Rule 53(b) of the South Carolina Rules of Civil Procedure. Defendants filed a response opposing Plaintiff's Motion on January 31, 2013.

This motion was heard before Judge Roger L. Couch on May 23, 2013. Liberally construing Defendants' pleading, Judge Couch issued an Order on July 1, 2013 dismissing Defendants' counterclaims for failure to state affirmative claims for relief, granting Plaintiff's motion to dismiss, referring this case to the undersigned Master in Equity. Additionally, because Defendants were proceeding *pro se*, Judge Couch gave Defendants leave to amend their answer within thirty (30) days of the date of his Order to assert new counterclaims.

Defendants subsequently filed a pleading entitled "Defendant's Counterclaim, 3rd Amended Counterclaim, as Answer to Counterclaim/Plaintiff's Complaint" ("Amended Answer and Counterclaims") on June 20, 2013. In this pleading, Defendants asserted the same two (2) causes of action that were previously dismissed by Judge Couch. On August 1, 2013, Plaintiff filed the instant Motion, contending that Defendants' counterclaims should be dismissed because they are the same counterclaims dismissed by Judge Couch, whose ruling on those claims is the law of the case, and also because Defendants' counterclaims fail to state cognizable claims for relief for the same reasons asserted in Plaintiffs' first motion to dismiss.

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CLERK OF COURT
SPARTANBURG COUNTY
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R. HOPE BLACKLEY

DISCUSSION

A motion to dismiss under Rule 12(b)(6) tests *the legal sufficiency* of a claim and should be granted if the claim does not set forth sufficient allegations entitling the party to relief. *Williams v. Condon*, 347 S.C. 227, 232–33, 553 S.E.2d 496, 499 (Ct. App. 2001). Although the court must accept the allegations of the claim, it is not permitted to read into the claim unalleged

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facts. *Overcash v. S.C. Elec. & Gas Co.*, 364 S.C. 569, 572, 614 S.E.2d 619, 620 (2005); *Rice-Marko v. Wachovia Corp.*, 398 S.C. 301, 307, 728 S.E.2d 61, 64–65 (Ct. App. 2012). Rather, the "motion must be granted if the facts and inferences reasonably deducible from them show that the [defendants] could not prevail on any theory of the case." *Gray v. State Farm Auto Ins. Co.*, 327 S.C. 646, 650–51, 492 S.E.2d 272, 274–75 (Ct. App. 1997).

Upon a careful review of Defendants' Amended Answer and Counterclaims and after hearing oral argument, the Court concludes that Defendants' counterclaims challenging Plaintiff's standing to pursue this foreclosure action and seeking recoupment are the same claims that Defendants alleged in their original complaint. Judge Couch previously dismissed these claims in his Order of July 1, 2013, finding they constituted affirmative defenses and failed to state affirmative claims for relief. Unappealed, Judge Couch's order became the law of the case. *See ML-Lee Acquisition Fund, L.P. v. Deloitte & Touche*, 327 S.C. 238, 241, 489 S.E.2d 470, 472 (1997) ("There was no appeal of the master's ruling . . . . . This unappealed ruling is the law of the case." (citing *In re: Morrison*, 321 S.C. 370, 468 S.E.2d 651 (1996)); *Mickle v. Blackmon*, 255 S.C. 136, 142, 255 S.E.2d 548, 550 (1970) (holding "the law of the case means only that neither party can challenge the soundness of the doctrine, where applicable, in subsequent proceedings in the same cause"). Therefore, Defendants' purported counterclaims fail to state a claim for which relief can be granted and are hereby dismissed with prejudice.

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SPARTANBURG COUNTY
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M. HOWARD BLACKLEY

Moreover, the Court agrees with Judge Couch's prior ruling that Defendants' counterclaims challenging Plaintiff's standing to pursue this foreclosure action and seeking a recoupment constitute affirmative defenses and fail to state affirmative claims for relief. *See Kohout v. Bank of America Home Loans*, No. 10-cv-02811, 2011 WL 3798222, at *5 (D. Colo. July 29, 2011) (explaining that a debtor's claim challenging the standing of a party's right to

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5-6

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foreclose constitutes "a defense to the foreclosure action and not an independent claim for relief"); *Tuloka Affiliates, Inc. v. Moore*, 275 S.C. 199, 202, 268 S.E.2d 293, 295 (1980) ("A recoupment, unlike a counterclaim, only reduces the plaintiff's claim; it does not allow recovery of an affirmative money judgment for any excess over that claim."); *Mullins Hosp. v. Squires*, 233 S.C. 186, 197, 104 S.E.2d 161, 166 (1958), *overruled on other grounds by McCall by Andrews v. Batson*, 285 S.C. 243, 249, 329 S.E.2d 741, 744 (1985) ("Recoupment . . . is the right of the defendant to cut down or diminish the claim of the plaintiff in consequence of his failure to comply with some provision of the contract sought to be enforced, or because he has violated some duty imposed upon him by law in the making or performance of that contract."). Defendants are unable to convert an affirmative defense to Plaintiff's allegations into an independent counterclaim where no such cause of action is recognized under South Carolina law. *See Cole Vision Corp. v. Hobbs*, 394 S.C. 144, 153-54, 714 S.E.2d 537, 542 (2011). Accordingly, Defendants' purported counterclaims fail to state a claim for which relief can be granted, and therefore, the Court grants Plaintiff's Motion to Dismiss Defendants' counterclaims with prejudice.

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SPARTANBURG COUNTY
2014 DEC 31 P 2:18
M. HOPE BLACKLEY

THEREFORE, IT IS ORDERED THAT Plaintiff's Motion to Dismiss Counterclaims of Defendants is granted and Defendants Geary Thomas Dooly and Eleanor S. Dooly's counterclaims are dismissed with prejudice.

IT IS SO ORDERED.

Gordon G. Cooper
Master in Equity for Spartanburg County

Spartanburg, South Carolina
December 31, 2014

A CERTIFIED COPY
M. Hope Blackley
CLERK OF COURT
SPARTANBURG COUNTY, S.C.
BY
DATED 12-31-14

ROA-866

#4

A-34

STATE OF SOUTH CAROLINA

COUNTY OF SPARTANBURG

COURT OF COMMON PLEAS

DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE FOR ARGENT SECURITIES, INC., ASSET-BACKED PASS-THROUGH CERTIFICATES, SERIES 2004-W11,

PLAINTIFF,

-VS-

GEARY THOMAS DOOLY, ELEANOR S. DOOLY AND UNITED STATES OF AMERICA,

DEFENDANTS.

TRANSCRIPT OF TESTIMONY

(2012CP42-3027)

Spartanburg, South Carolina

REFERENCE HELD: DECEMBER 11, 2013.

BEFORE: **HONORABLE GORDON G. COOPER,** MASTER-IN-EQUITY FOR SPARTANBURG COUNTY.

APPEARANCES:

NELSON, MULLINS, RILEY & SCARBOROUGH, LLP
BY: **GILES M. SCHANEN, JR., ESQUIRE,**
and **SARAH R. ANDERSON,** Esquire,
Attorneys for the Plaintiff.

Geary Thomas Dooly, Pro Se.

Sarah Hollis, Court Reporter

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THE COURT: Deutsche Bank National Trust Company, as Trustee for Argent Securities, Inc., Asset-Backed Pass-Through Certificates, Series 2004-W11, versus Geary Thomas Dooly, Eleanor S. Dooly and United States of America. This is Case Number 2012-3027. We are here on the Motion filed by the Plaintiffs. The Motion is to dismiss the Counterclaim of the Defendants. Before I get into that, I have got some questions as far as what has happened in this case. I am looking through the time table here and I am looking at the Order of Judge Couch and the Form 4 that was attached to it dated July 1, 2013 and then the Order is originally dated May 31 and it has a 7-1-13 dated on it. And then Mr. Dooly had filed his Motion to Reconsider. It looks like it was file stamped July 31st. Now the Order of Judge Couch on the last two paragraphs, "Because the Defendants are proceeding *pro se*, the Court granted them leave to amend their Answer within thirty (30) days from the date of the Order. Plaintiff may renew its request to refer this matter to the Master In Equity after Defendants have filed and served their amended pleading. Therefore, it is ordered that Plaintiff's Motion to Dismiss Counterclaims of Defendants is granted. It is further ordered that Defendants shall have thirty (30) days from the date of this Order to file and serve an amended Answer and that Plaintiff may renew its request for referral to the Master In Equity after the Defendants have filed their amended pleading." And the Defendant has filed a Motion to Reconsider. So my question is counsel is this matter-- I see the Form 4 and on the front of the Form 4 it says the matter is referred but the Order in itself is inconsistent with the Form 4. Any statement as far as that?

MR. SCHANEN: Your Honor, I am Giles Schanen with Nelson Mullins on behalf of the Plaintiff. Your Honor, we were relying on the language that is on the Form 4 that the matter is referred. After Mr. Dooly served his Amended Answer and Counterclaims to which we responded with the Motion to Dismiss. We also included as part of that Motion another request that it be referred to be safe. So we did renew our request consistent with what was in the Order but it would be our position that the matter was referred by the circuit court. And so it is

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properly here today. And Your Honor, you also mentioned the Motion to Reconsider, as for that Your Honor it was untimely in a couple of respects. One, that it was filed about a month after the Order. Second of all, it was filed after Mr. Dooly had already filed his Amended Answer and Counterclaims and so you know our position is that it has no effect.

MR. DOOLY: Judge Cooper.

THE COURT: Yes, Mr. Dooly?

MR. DOOLY: May I offer some clarification as to what happened?

THE COURT: All right.

MR. DOOLY: The hearing that was scheduled, previous the hearing was very similar to this one. I appeared there and the document that they were going to hear it was mailed us the evening before and I didn't have the document and that is when the Judge ruled that I was to have thirty (30) days to file a Third Amended Claim - Answer. I did that. But what I have heard was when I filed it with the Clerk of Court it got lost. And I waited and waited for the Judge to give a ruling and nothing happened. I went late in July. I believe that is correct. To check the file and there was no my filing that I had clocked in earlier on whatever date it was. I had clocked in that Amended Claim in a timely fashion but it had become lost. I asked the Clerk of Court, we had a long session about it, some rather hot words and she finally asked me to make a copy at my expense of my clocked-in copy for her file. I did that and brought it back the next day because it was near the evening. I provided her with that. She has now filed that in the record, she told me the next day. So then I asked the Clerk of Court's assistant, I can't recall her name, how could I get this corrected about the document being lost that the Judge didn't see and he made the ruling because I never filed my Third Amended Claim which he didn't get a copy of it. According to the Clerk of Court. She said the only thing that you can do is ask for a rehearing and schedule a hearing and I did that. I paid twenty five ($25.00) dollars and asked for another hearing to hear that Third Amended Claim that he had offered me in the ruling which he never

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got in a timely fashion but he did get it once I found out that it was missing in the record.

MR. SCHANEN: Your Honor, I think that there is some confusion here. We are not asserting that his Third Amended Claims are untimely. We move to dismiss those on independence grounds. What we are asserting was untimely was the motion to reconsider. If the whole point of the Motion to Reconsider was to allow them time to file a Third Amended Claims then that is pointless anyway because those were according to our records the Third Amended Answer and Counterclaims were filed on June 20th which was within thirty (30) days of the Court's Order.

MR. DOOLY: Correct. That is correct.

MR. SCHANEN: So we are moving to dismiss that but not because it was untimely. This isn't a default situation.

MR. DOOLY: And Your Honor, I am saying lets let it be heard because I did file it in a timely manner and it got lost according to the Clerk of Court. She verified that. And she said we will set another hearing and I paid Twenty five & no/100 ($25.00) dollars and requested a hearing. And here we are in the Master-In-Equity and we really should be in Judge Couch's court, in my humble opinion.

MR. SCHANEN: Your Honor, I would disagree with that. Judge Couch dismissed his Counterclaims and gave him leave to file, he dismissed his Counterclaims and referred the case per the Form 4. ← NO NOT POST 3RD AMEND. + REQ'D RE-HEAR Then he gave him leave to file his Third Amended Answer and Counterclaims which was filed and which we have now moved to dismiss. And that is why we believe that we are properly here today.

MR. DOOLY: The Third Claim was never ruled on.

THE COURT: Well that is what you are here today for - - that is what they are saying that they are here today on.

MR. DOOLY: That should be heard in Judge Couch's court, I would think.

THE COURT: Well even if you go back to this original time, it looks like May - - I don't know

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what the date was that the hearing was held but he has got a May 31st date on that. The Third Amended Complaint was not in existence at the time of that hearing.

MR. DOOLY: That is correct.

THE COURT: And you were given the opportunity to file the Third Amended Complaint which was clocked in on June 20th.

MR. DOOLY: And timely.

THE COURT: Which was timely, no question.

MR. DOOLY: Correct.

THE COURT: I don't think that is a question at all.

MR. DOOLY: Right.

THE COURT: Not an issue.

MR. DOOLY: Absolutely.

THE COURT: Okay. And the matter was referred. ← PRE-3RD AMEND. So the issue here is and what you are claiming is that the Third Amended Complaint should be heard before Judge Couch.

MR. DOOLY: That has never been heard. It got lost by the Clerk of Court.

THE COURT: Yes. But that is not being - - the issue is not that it is untimely. It was not even in existence at the time of his Order on May 31st.

MR. DOOLY: To his knowledge it was there.

THE COURT: Well it wasn't in existence because you filed it - -

MR. DOOLY: I had a clocked in copy of it.

THE COURT: No, no. On the May 31st you didn't file it until June 20th. June 20th is your filing?

MR. DOOLY: Correct, correct.

THE COURT: So it would have been impossible for him to rule because you hadn't even produced it at that point. The Third Amended Complaint.

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MR. DOOLY: As far as he knew.

THE COURT: Well you didn't know it because you hadn't filed it. I don't know where it was. It wasn't in the Court file. Even if it was lost, June 20th is your stamp date. I think that I have got the process now. What Judge Couch did was at the time of that hearing which I see it as May 31. Things get lost. You filed timely your Third Amended Complaint.

MR. DOOLY: Correct.

THE COURT: On June 20th, no question about that. Counsel is not questioning that. He also referred the case which means that you had the twenty (20) days to file it which you did and it is also referred. And now the purpose of today's hearing is a Motion filed by the Plaintiff to dismiss now the Counterclaim that is in the Third Amended Complaint. That is why we are here.

MR. DOOLY: That Third Amended is to be heard in the Court of Equity rather than the Court of Common Pleas?

THE COURT: Right here. Because the case has been referred. So that is what it is all about.

MR. DOOLY: But I asked for a Reconsideration because of the loss of those documents by the Clerk of Court.

THE COURT: Yes. But the Reconsideration was based on this not being found. Is there another basis for the Reconsideration?

MR. DOOLY: Yes. His Order also was mailed to the wrong address which the Clerk of Court said - -

THE COURT: That is not the basis for reconsideration. What is the basis for your Motion for Reconsideration?

MR. DOOLY: That Judge Couch has never heard the argument from me because the day that we had the original hearing I was not prepared because the counsel did not provide me with the documents. They mailed it the evening before the hearing at 10:30, I believe is correct and when

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I left the Court about 11:30, I went by the Post Office and it was in my mailbox. I had not seen it.

THE COURT: Are those different than what is in this document, the Third Amended Complaint?

MR. DOOLY: Yes.

THE COURT: I don't know what documents we are talking about at this point?

MR. SCHANEN: I think Your Honor, there is only one Third Amended Complaint that we have moved to dismiss. I don't think that is in question.

THE COURT: Right.

MR. SCHANEN: The Motion to Reconsider was filed after he filed the Third Amended Complaint.

THE COURT: Right.

MR. SCHANEN: You know. And so I don't think that it has any effect, regardless. I don't think that – and I will represent that I wasn't at the hearing. The attorney that was handling this case for our firm then has since left and is doing a clerkship with Judge Floyd. And he handled that hearing. And so this issue with the service of the papers before the hearing and all of this is new to me but we don't believe that the Motion to Reconsider - - there has never been any hearing scheduled on it by the circuit court. We believe that it was untimely in a couple of respects and doesn't have any effect whatsoever so that Your Honor as you represented the facts and what leads up to us being here today we think is entirely correct.

MR. DOOLY: Your Honor, may I speak?

THE COURT: Yes.

MR. DOOLY: Due to the loss of the documents and due to the fact that they did not notify me of the Judge's ruling I was in the total darkness and I came up here and found the error that had happened within the filing that I filed according to Judge Couch's Order had been lost and that is

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when I discovered what had been going on and asked the Clerk's office how to correct this and she said to file for a rehearing.

THE COURT: But your document that you are speaking of is the Third Amended Complaint that I have in my hand.

MR. DOOLY: That is correct.

THE COURT: There is no other document?

MR. DOOLY: That was lost.

THE COURT; There is no other document that you are directing your - - this is it?

MR. DOOLY: I filed an Amended Claim after that. I am sorry. A Request for Rehearing.

THE COURT: Based on this document. What is the basis of --

MR. DOOLY: That is correct.

THE COURT: What is the basis and I have asked you before for your Motion for Reconsideration? The fact that this document was lost.

MR. DOOLY: Not because it was lost but because it never got heard because it was lost.

THE COURT: It wasn't in existence at the time of the hearing. Are you telling me this - - the hearing was in May. Is that correct?

MR. DOOLY: That is correct. And I had not filed that.

THE COURT: Exactly. So it was impossible before the hearing and it was not subject to that hearing.

MR. DOOLY: That is correct.

THE COURT: Exactly.

MR. DOOLY: And he gave me ---

THE COURT: He gave you thirty (30) days to file this.

MR. DOOLY: And I did.

THE COURT: And he referred it. Which is proper. You are here. This has now been filed

PRIOR TO KNOWING OF 3RD AMENDED REQ

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and it ir properly here now for me to hear the Motion for Dismissal of these Counterclaims.

MR. DOOLY: In his Order he says that the Plaintiff may renew his request for referral of this matter to the Master In Equity which negates his first referral. He said if I file that, he gave me thirty (30) days and said the Plaintiff may request for referral of this matter. He may request it again. I am assuming he meant after he heard that filing that we are talking about.

THE COURT: Well I am taking the Form 4 that is on the cover of this dated July 1, 2013, that the matter was referred. And that the basis for the hearing today is the Plaintiff's Motion to Dismiss the Counterclaims that are now contained in your Third Amended Counterclaim. And that is what I am proceeding on.

I SEVERAL DATES

MR. DOOLY: Is this the proper venue for that to be done?

THE COURT: Absolutely.

MR. DOOLY: Had it not got lost it would have been reviewed in Judge Couch's court?

THE COURT: No, it would not have. It was already referred.

WRONG

MR. DOOLY: But did he not say that they could request for it to be referred?

THE COURT: Mr. Dooly, I am finished with that part of this argument. I have jurisdiction. I am going to hear this today. All right.

MR. DOOLY: I object.

THE COURT: I know it. I understand you object and it is on the record. All right. All right lets proceed then.

MR. DOOLY: I object to going forward with this hearing.

THE COURT: I understand that. Your objection is duly noted. Counsel we are going to proceed with the Plaintiff's Motion in Support of its Motion to Dismiss the Counterclaims of the Defendants contained in the Third Amended Complaint.

MR. SCHANEN: Thank you, Your Honor. With me is Sarah Anderson from our firm and she is going to be handling this part of the argument.

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THE COURT: All right, Ms. Anderson.

MS. ANDERSON: Thank you, Your Honor. May it please the Court. As this Court has actually noted Judge Couch issued an Order on July 1, 2013 dismissing the Defendants Counterclaims. The Answer and Counterclaims that Judge Couch ruled on were that Plaintiffs lack standing to bring this foreclosure action. Basically attacking that the assignment of the mortgage was invalid. The second Counterclaim that they asserts was for recoupment. Judge Couch heard our argument that day and dismissed those Counterclaims. And Defendants refiled an Answer and Counterclaims that asserts the exact same Counterclaims that Judge Couch ruled on July 1, around May 23 pursuant to the July 1st Order. We have renewed our Motion to Dismiss that those Counterclaims are improper for a number of reasons. First, because Judge Couch's Order was not appealed, it became the Law of the Case. And because the Defendants have asserted the exact same Counterclaims they are not proper to be reheard again. Furthermore, we are taking the exact same position that we took during that hearing that the first Counterclaim that we lack standing to maintain the foreclosure proceeding is improper. First, South Carolina Courts have held that lack of standing is an appropriate defense not an independent cause of action. For that reason it is improper. Second, the Defendants were not a party to the assignment of the note and mortgage. That assignment was between Deutsche Bank and the prior note holder, Argent Mortgage Company. Because the Defendants were not a party to that contract they lack standing to attack the validity of the assignment. The Fourth Circuit has ruled in applying South Carolina law on this exact same issue holding that a debtor does not have standing to attack a note and mortgage. Even where it is robosigned as the Defendants have alleged. The South Carolina Courts do not recognize that robosigning is a cause of action and Courts have held around the Country that even if the assignment is robosigned there is no standing whatsoever to attack the assignment on that basis. For that reason, Your Honor, we renew our Motion to Dismiss and hold that Cause of Action should be dismissed. With regards,

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to their Second Cause of Action for Recoupment. The South Carolina Supreme Court has held in *Tuloka* that recoupment is an affirmative defense and should be dismissed. This is the exact same argument that we presented before Judge Couch and he dismissed those causes of action and we renew our Motion to Dismiss for those reasons. Does Your Honor have any questions?

THE COURT: Are there any different claims set out in this Third Amended Complaint?

MS. ANDERSON: Not that I am aware of. Not that I have seen, Your Honor. Literally construing it, I compared both paragraphs, line by line, all the way down. Maybe a word might have been changed but essentially if you put both Answers and Counterclaims side by side they are the same.

MR. DOOLY: I object.

THE COURT: You will have your opportunity to - -

MR. DOOLY: Thank you.

THE COURT: This is not a time for objections.

MR. DOOLY: Okay. Thank you.

MS. ANDERSON: In addition, Your Honor, we would move that the affirmative defense that we lack standing should be stricken for the reasons that we have set forth that Defendants lack standing to attack our standing to bring this foreclosure action.

THE COURT: And the assignments and supporting documents are attached to your Motion?

MS. ANDERSON: Yes sir.

THE COURT: Okay.

MS. ANDERSON: I have the cases as well, if you would like for me to leave a copy with you.

THE COURT: That is fine if you do have a copy of the cases.

MS. ANDERSON: Okay.

THE COURT: And if you have an extra copy of those cases, if you would provide those to Mr. Dooly as well.

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MS. ANDERSON: Of course.

THE COURT: All right.

MS. ANDERSON: Here the first two cases address the standing and the third case is for recoupment.

THE COURT: These are the two on standing?

MS. ANDERSON: Yes sir.

THE COURT: Which is *Windsor Green Owners v. Allied Signal* and *R. J. Griffin & Company v. Beach Club* and *Tuloka Affiliates v. Moore.*

MS. ANDERSON: Yes sir.

THE COURT: That is the standing.

MS. ANDERSON: Yes sir. As far as the law of the case where it is unappealed I have a Supreme Court case as well.

THE COURT: All right.

MS. ANDERSON: Thank you.

THE COURT: And the Supreme Court case is *ML-Lee Acquisition Fund v. Delotte & Touche.* And it also relies on In re: *Morrison.* all right. Counsel have you completed?

MS. ANDERSON: Yes sir. Thank you very much.

THE COURT: All right. Thank you. Mr. Dooly.

MR. DOOLY: As I incorrectly objected earlier I object to the fact that she says that it is the same because it is not the same. It is similar but not the same.

THE COURT: All right. And in what aspects is this different than the one that you filed as the second?

MR. DOOLY: I am not prepared to answer that. I would have to compare them and - -

THE COURT: This is the time.

MR. DOOLY: Pardon?

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THE COURT: This is the time. You have got to let me know now what the difference is. If there is a difference. Counsel has stated that there is no difference. That you are asking for the same relief that has already been ruled on by Judge Couch. If you are saying that it is not the same then now is the time to make that argument.

MR. DOOLY: That was not made to be an issue as to my understanding of this and did not go through it line by line to point out the differences intelligently and I state for the record that it is unfair to me to have to do that having not been notified that I would be required to do that.

THE COURT: Mr. Dooly this is your Third Amended Complaint. You drafted this. Now you are saying that it should not be dismissed based on a difference. Counsel has argued that there is no difference and that I should dismiss it. Now is your time to make that argument that there is something in this Third Amended Complaint that is different. You are asking for a different relief in this Third Amended Complaint than that which was seen and heard by Judge Couch earlier.

MR. DOOLY: That is correct. I mean there is but I don't have a copy of that to sit here and compare them. I was not notified that this hearing was to be here to compare the new documents and I am just not prepared to do it. If you would like to reschedule the hearing I will be glad to go back and give you the details.

THE COURT: I am not rescheduling it. You have had plenty of time. You have been here several times reviewing this file.

MR. DOOLY: But never comparing one with the other to see where differences were. If I tried to point them out this morning - -

THE COURT: This is your docket. You filed this Third Amended Complaint. You filed it.

MR. DOOLY: That is correct.

THE COURT: And you have gotten a copy of the Plaintiff's Motion and Support of their Motion to Dismiss.

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MR. DOOLY: Right.

THE COURT: They are saying that they are the same. You have had notice that this issue was going to be here today. And now you are saying that you don't know that there is a difference?

MR. DOOLY: There Notice claims that they are the same. I didn't see that. I did not see in their supporting document that I was to come here today prepared to compare the two and deem the same or not deem the same.

THE COURT: So you don't know if they are the same or not? Is that what you are saying?

MR. DOOLY: I know that they are not the same but just from memory I can't recall what I did three months ago and say this one contains this verbiage and that one contains that verbiage without looking at them and sitting down in a quiet place and not standing at a podium in front of a Judge. I am not prepared to do that.

THE COURT: So what are you seeking in this Third Complaint?

MR. DOOLY: I am seeking to dismiss the case, Your Honor.

THE COURT: What is the Counterclaim? What is your Counterclaim?

MR. DOOLY: As I pointed out in my - - where I asked to reconsider. I point out some of the matters that are just absolutely fraudulent in this case. Plaintiff's attorneys have been asked multiple times to identify themselves, as not being the Plaintiff themselves and where is the Plaintiff, the Bank. Do they have a contract with the Bank to bring this case on their behalf? They do not have that document and will not give it to me. They have no reason to be representing the Bank without a document from them giving them the authority to bring this case. I alleged they are a debt collector. They bought the debt and they are trying to foreclose on it. And they have no interest in the debt or anything about it. They are not representing the Bank. They have failed and refused to do that. They have presented no presentable admissible evidence in the case. Everything has been absolute hearsay from the attorneys in the firm of about four or five attorneys. They have acted in bad faith a number of times. One time was

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having the hearing of which we speak. They had it and failed to file the document. They mailed it the evening before the Court hearing at 10:30 which is not timely and they knew it. And I appeared at the hearing with nothing in my hand. So that was a fraudulent act and I want that to be reheard. And I also was asking the Clerk of Court when they complicated the case by mailing this Order to the wrong address which they were aware of the correct address but they sent it and honestly picked up the wrong one or maliciously picked it up, I am not sure. And I never got the Judge's Order. I have had no mail receptacle at my house for several years and the Court is aware of that. So I did not have the Judge's Order in my hand to file a appeal in a timely fashion or I would have. I was watching my mail box repeatedly for that particular reason. So there are a number of things and it goes on and on of stuff that needs to be reheard and that is one of the reasons that I was asking for this hearing to be rescheduled so that I could better prepare for what was going on with it but it is pretty obvious to me that there was just a lot of errors involving the Clerk of Court, which was the lost of the main document, and the Clerk of Court failing to mail me the Judge's Order so I could not file in a timely fashion to appeal.

THE COURT: But you are relying on the matters that are in the Third Amended Complaint for the Motion for Rehearing. Correct?

MR. DOOLY: I do not ---

THE COURT: The Third Amended Complaint was not in existence at the time of this hearing before Judge Couch.

MR. DOOLY: That is correct.

THE COURT: Well then he can't rehear it. It was not even there.

MR. DOOLY: But he gave me the opportunity to - -

THE COURT: To file an Amended - - that happens in numerous cases when a Complaint and a Counterclaim is filed the Defendant or Plaintiff is given the opportunity to refile an Amended Complaint. That does not stop the process. What it does is give you the thirty (30) days to file

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it. It has been referred up. And now it is in front of me to hear this argument based on the Third Amended Complaint. That is not a motion for rehearing. The fact that you filed it. You don't go back and have that Judge hear matters that were not even in existence. That is not the subject for a rehearing.

MR. DOOLY: That was the reason that I wanted him - - the reason I requested for a hearing in his Court so that we could rehear it in his Court.

THE COURT: You are missing the point here. The matter has been referred. I have jurisdiction. He does not have jurisdiction, number one. And the matters that you are bringing up are in the Third Amended Complaint. The matter as far as the Clerk losing it or not losing it there has been no argument of counsel that is even an issue. It is not an issue. They are here now to dismiss the Third Amended Complaint based on the substance of the Complaint. Not that it may have been lost or untimely filed. That has nothing to do with it.

MR. DOOLY: I point you back to Judge Couch's order. He clearly said that I had thirty (30) days to file it.

THE COURT: Right.

MR. DOOLY: Plaintiff may renew its request for referral of this matter to the Master's Court. May, that is implying that after Mr. Dooly's Third Amended they will have to file another or may request a referral of this matter to the Court. He left it open for me to file my Third Complaint and once I had filed that, and I did, at that point they said, the Judge said they may renew the Plaintiff's request for referral to the Master's Court. Not that it would automatically go there according to this Order - -

THE COURT: Well I am taking it - - on the Form 4 it says that it was referred. And as far as I am concerned it is here. I have jurisdiction over the case and I am hearing this case.

MR. DOOLY: I am saying Judge - -

THE COURT: Well if you want to file an appeal based on that. That is fine. I am taking the

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position that I have jurisdiction to hear it and I am hearing it. I am hearing the Motion to Dismiss the Counterclaims today. And you had ample opportunity to know what is going on today, you had ample opportunity to know the difference between what you filed as the Second Amended Complaint and now your Third one.

MR. DOOLY: I can point out the difference but I can't here under pressure - -

THE COURT: Well today is the day - -

MR. DOOLY: It was not - -

THE COURT: Don't argue with me. Today is the day appointed for you to do that.

MR. DOOLY: Okay.

THE COURT: Counsel has said there is no difference. You drafted the Third Amended Complaint and you should know what is in it.

MR. DOOLY: Can they show me where there is no difference?

THE COURT: They have said that there is no difference. It is up to you - -

MR. DOOLY: I am saying that there is.

THE COURT: Well I am asking you.

MR. DOOLY: And you are saying that I have got to show it. They don't have to show that there isn't?

THE COURT: It is your responsibility. It is your argument.

MR. DOOLY: Okay. Okay. There is evidence in this Court here today. I am hereby entering each and every document that has been filed in this case to date. I am entering that into this hearing today. Each and every one of them.

THE COURT: Everything is here. Everything is in the Court file.

MR. DOOLY: Everything is in the Court file. I am entering it into this hearing that will be appealed. So everything, will be there.

THE COURT: Everything that you have filed is in this Court file.

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MR. DOOLY: Yes.

THE COURT: And you have reviewed this Court file?

MR. DOOLY: Sir?

THE COURT: And you have reviewed this Court file.

MR. DOOLY: That is correct.

THE COURT: Right. So if anything is not in it, I am not aware of it.

MR. DOOLY: If I had not reviewed it I would have never know that the document was lost or that the Clerk of Court failed to mail it, the Court's order.

THE COURT: Mr. Dooly lets get to the point here. Is there a difference between the Second and Third?

MR. DOOLY: Yes, there is.

THE COURT: What is it?

MR. DOOLY: I can not point that out to Your Honor. I don't have the First one with me. I have the Second one with me. If you will allow me time to go and look - -

THE COURT: I am not going to – today is the day, Mr. Dooly.

MR. DOOLY: I understand that it is the day but you have the authority to give me the time to do what I need to do.

THE COURT: I am not going to give you the authority. I am not going to give you time. Today is the day. You were aware of what this hearing is about.

MR. DOOLY: Judge I was not aware that I was going to be comparing this document.

THE COURT: Mr. Dooly, I am not. Excuse me.

MR. DOOLY: I was not aware that we would be comparing the documents to say how this one is different from this one.

THE COURT: That is the reason for an Amended Complaint. Is if there is a difference. Not for you to keep filing the same thing over and over.

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MR. DOOLY: And I would like to point it out to you but I can't do it here standing behind the podium - -

THE COURT: Well Mr. Dooly, I am finished.

MR. DOOLY: I don't have instant recall---.

THE COURT: Well it is your Complaint. You did it. And if you are not prepared to argue the difference I am going to take it as being the same Complaint that was filed as your Second Amended Counterclaim that was previously ruled on by Judge Couch and I am going to grant the Motion to Dismiss the Counterclaim and also find that this Court has jurisdiction over this case. So have a seat Mr. Dooly.

MR. DOOLY: I have a few questions.

THE COURT: Have a seat. Prepare the Order.

MR. SCHANEN: Yes, Your Honor.

THE COURT: That there is no difference between the Second and the Third Amended Complaints and the Counterclaims contained in the Answer are dismissed based on their being the same.

MS. ANDERSON: Thank you, Your Honor.

THE COURT: All right.

MR. SCHANEN: Thank you, Your Honor.

THE COURT: So if you will prepare the Order along with a Form 4.

MR. SCHANEN: Certainly. Thank you.

MR. DOOLY: I object, Your Honor.

THE COURT: I understand. You can appeal.

MR. DOOLY: May I ask a question?

THE COURT: Go ahead.

MR. DOOLY: Are they not required according to Judge Couch's Order to ask for it to be moved

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to this Court?

THE COURT: As far as I am concerned it is here. On the Form 4, it says that it is referred.

MR. DOOLY: In the Judge's Order it was not - -

THE COURT: Mr. Dooly, I am not saying this one more time. I have jurisdiction over this case pursuant to the Form 4, which Judge Couch signed. All right.

MR. SCHANEN: Thank you, Your Honor.

MS. ANDERSON: Thank you, Your Honor.

THE COURT: All right.

---------- END OF HEARING ----------

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R11

FORM 4

STATE OF SOUTH CAROLINA
COUNTY OF SPARTANBURG
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE
CASE NUMBER 2012CP4203027

PLAINTIFF(S)	DEFENDANT(S)
Deutsche Bank National Trust Company; Argent Securities Inc	Geary Thomas Dooly; Eleanor S Dooly; United States Of America

Submitted by:

Attorney for: ☐ Plaintiff ☐ Defendant ☐ Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

FILED
2013 JUL 1 PM 3:11
CLERK OF COURT
SPARTANBURG COUNTY
H. HOPE BLACKLEY

☐ JURY VERDICT. This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.

☐ DECISION BY THE COURT. This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

☐ ACTION DISMISSED (*CHECK REASON*): ☐ Rule 12(b), SCRCP; ☐ Rule 41(a), SCRCP (Voluntary Dismissal); ☐ Rule 43(k), SCRCP (Settled); ☐ Other: _____

☐ ACTION STRICKEN (*CHECK REASON*): ☐ Rule 40(j) SCRCP; ☐ Bankruptcy; ☐ Other: _____

☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award;

☐ DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):
☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other: _____

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☒ See attached order; (formal order to follow) ☐ Statement of Judgment by the Court:

Counter claims dismissed + matter is referred to the Master in Equity for Spartanburg County

ORDER INFORMATION

This order ☐ ends ☒ does not end the case.

Additional Information for the Clerk:

CPFORM4M
SCCA SCRCP Form 4C (Revised 12/2011)

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INFORMATION FOR THE JUDGMENT INDEX

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)

If applicable, describe the property, including tax map information and address, referenced in the order:

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. **Note: Title abstractors and researchers should refer to the official court order for judgment details.**

Circuit Court Judge

2135
Judge Code

7/1/13
Date

FILED
CLERK OF COURT
SPARTANBURG COUNTY
2013 JUL -1 PM 3:18
M. HOPE BLACKLEY

For Clerk of Court Office Use Only

This judgment was entered on , and a copy mailed first class or placed in the appropriate attorney's box on , to attorneys of record or to parties (when appearing pro se) as follows:

Kimberly Newton Renaud 104 Pinnacle St. PO Box 1539 Clemson, SC 29631

ATTORNEY(S) FOR THE PLAINTIFF(S)

George John Conlts 55 Beattie Place, Ste. 700 Greenville, SC 29601
Geary Thomas Dooly 690 Zion Hill Rd P O Box 3326 Spartanburg Sc 29304 Spartanburg, SC 29307
Eleanor S Dooly 690 Zion Hill Rd Po Box 3326 Spartanburg Sc 29304 Spartanburg, SC 29307

ATTORNEY(S) FOR THE DEFENDANT(S)

M Hope Blackley Clerk of Court

Court Reporter

CPFORM4M
SCCA SCRCP Form 4C (Revised 12/2011)

ROA-30

R11

STATE OF SOUTH CAROLINA COUNTY OF SPARTANBURG	)	IN THE COURT OF COMMON PLEAS
Deutsche Bank National Trust Company, as Trustee for Argent Securities, Inc., Asset-Backed Pass-Through Certificates, Series 2004-W11, Plaintiff, vs. Geary Thomas Dooly, Eleanor S. Dooly and United States of America, Defendants.	)	Civil Action No. 2012-CP-42-03027 **ORDER**

FILED
CLERK OF COURT
SPARTANBURG COUNTY
2013 JUL -1 PM 3:11
M. HOPE BLACKLEY

THIS MATTER CAME BEFORE THE COURT on Plaintiff Deutsche Bank National Trust Company, as Trustee for Argent Securities, Inc., Asset-Backed Pass Through Certificates, Series 2004-W11's ("Plaintiff") Motion to Dismiss Counterclaims of Geary Thomas Dooly and Eleanor S. Dooly (collectively "Defendants") and for Order for Reference to the Master in Equity. A hearing was held on Plaintiff's Motion on May 23, 2013. For the reasons that follow, the Court GRANTS Plaintiff's Motion to Dismiss Counterclaims of Defendants, but allows Defendants leave to amend their Answer within thirty (30) days of the date of this Order.

BACKGROUND

Plaintiff commenced this foreclosure action against Defendants in July 2012. Defendants, proceeding pro se, filed an Answer to Plaintiff's Complaint and purported to assert two counterclaims against Plaintiff. Liberally construing their pleading, Defendants allege that (1) Plaintiff lacks standing to maintain the instant foreclosure action against Defendants and (2) they are entitled to a recoupment. On January 10,

ROA-31

2013, Plaintiff filed the instant Motion, contending that Defendants' counterclaims should be dismissed because they fail to state cognizable claims for relief and further requesting that this matter be referred to the Master in Equity pursuant to Rule 53(b) of the South Carolina Rules of Civil Procedure. Defendants filed a response opposing Plaintiff's Motion on January 31, 2013.

DISCUSSION

A motion to dismiss under Rule 12(b)(6) tests *the legal sufficiency* of a claim and should be granted if the claim does not set forth sufficient allegations entitling the party to relief. *Williams v. Condon*, 347 S.C. 227, 232–33, 553 S.E.2d 496, 499 (Ct. App. 2001). Although the court must accept the allegations of the [counterclaim], it is not permitted to read into the [counterclaim] unalleged facts. *Overcash v. S.C. Elec. & Gas Co.*, 364 S.C. 569, 572, 614 S.E.2d 619, 620 (2005). Rather, the "motion must be granted if the facts and inferences reasonably deducible from them show that [defendants] could not prevail on any theory of the case." *Gray v. State Farm Auto Ins. Co.*, 327 S.C. 646, 650–51, 492 S.E.2d 272, 274–75 (Ct. App. 1997).

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CLERK OF COURT
SPARTANBURG COUNTY
2013 JUL -1 PM 3:11
ANDREE BLACKLEY

Upon review, the Court concludes that Defendants' claims challenging Plaintiff's standing to pursue this foreclosure action and seeking a recoupment constitute affirmative defenses and fail to state affirmative claims for relief. *See Kohout v. Bank of America Home Loans*, Civil Action No. 10-cv-02811-PAB-CBS, 2011 WL 3798222, at *5 (D. Colo. July 29, 2011) (explaining that a debtor's claim challenging the standing of a party's right to foreclose constitutes "a defense to the foreclosure action and not an independent claim for relief"); *Tuloka Affiliates, Inc. v. Moore*, 275 S.C. 199, 202, 268 S.E.2d 293, 295 (1980) ("A recoupment, unlike a counterclaim, only reduces the

plaintiff's claim; it does not allow recovery of an affirmative money judgment for any excess over that claim."); *Mullins Hosp. v. Squires*, 233 S.C. 186, 197, 104 S.E.2d 161, 166 (1958), *overruled on other grounds by McCall by Andrews v. Batson*, 285 S.C. 243, 249, 329 S.E.2d 741, 744 (1985) ("Recoupment . . . is the right of the defendant to cut down or diminish the claim of the plaintiff in consequence of his failure to comply with some provision of the contract sought to be enforced, or because he has violated some duty imposed upon him by law in the making or performance of that contract."). Defendants are unable to convert an affirmative defense to Plaintiff's allegations into an independent counterclaim where no such cause of action is recognized under South Carolina law. *See Cole Vision Corp. v. Hobbs*, 394 S.C. 144, 153-54, 714 S.E.2d 537, 542 (2011). Accordingly, Defendants' purported counterclaims fail to state a claim for which relief can be granted, and therefore, the Court grants Plaintiff's Motion to Dismiss.

However, because Defendants are proceeding pro se, the Court grants them leave to amend their Answer within thirty (30) days of the date of this Order. Plaintiff may renew its request to refer this matter to the Master in Equity after Defendants have filed and served their amended pleading.

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CLERK OF COURT
SPARTANBURG COUNTY
2018 JUL -3 PM 2:11
R. HOPE BLACKLEY

THEREFORE, IT IS ORDERED THAT Plaintiff's Motion to Dismiss Counterclaims of Defendants is granted. **IT IS FURTHER ORDERED** that Defendants shall have thirty (30) days from the date of this Order to file and serve an amended answer and that Plaintiff may renew its request for referral of this matter to a Master in Equity after Defendants have filed their amended pleading.

RLC

IT IS SO ORDERED

The Honorable Roger L. Couch

~~June~~ May 31, 2013

7/1/13

FILED
CLERK OF COURT
SPARTANBURG COUNTY
2013 JUL -1 PM 3:11
M. HOPE BLACKLEY

ROA-34

A-1
7-19-12

STATE OF SOUTH CAROLINA COUNTY OF SPARTANBURG Deutsche Bank National Trust Company, as Trustee for Argent Securities Inc., Asset-Backed Pass-Through Certificates, Series 2004-W11 Plaintiff(s) vs. Geary Thomas Dooly, Eleanor S. Dooly and United States of America Defendant(s).	IN THE COURT OF COMMON PLEAS CASE NO.: 2012-CP-42-3027 **COMPLAINT** **NON-JURY MORTGAGE FORECLOSURE** **Deficiency Judgment Demanded**

The Plaintiff above named, complaining of the Defendant(s) herein, alleges:

1. The Plaintiff is a corporation or other legal entity organized and existing under the laws of one of the states of the United States and claims an interest in the real estate which is described hereafter.

2. Upon information and belief no Defendant is serving, or has served, in the military service of the United States of America as contemplated under the Service Members' Civil Relief Act.

3. Concurrently with the filing of this Complaint the Plaintiff has filed with the Office of the Clerk of Court for Spartanburg County a Lis Pendens giving notice of the pendency of this lawsuit.

FILED
CLERK OF COURT
SPARTANBURG COUNTY
2012 JUL 19 PM 3:54
M. HOPE BLACKLEY

FOR A FIRST CAUSE OF ACTION
(REFORMATION OF WARRANTY DEED)

4. Paragraphs 1-3 are incorporated herein by reference.

5. Upon information and belief, due to inadvertence and/or scrivener's error, the legal description attached to the Warranty Deed recorded August 18, 2004 in Book 80-Z at Page 635 is incomplete and does not describe all of the intended collateral.

INCORRECT LEGAL
ALL that certain piece, parcel or lot of land, lying and being situate in the State of South Carolina, County of Spartanburg, being shown and designated as Lot portion of Lot No. 7, being shown and designated on a survey for Dunagin Estates prepared by W. N. Willis, Professional Land Surveying, dated May 06, 1969 and recorded in the Register of Deeds Office for Spartanburg County in Plat Book 60 at Page 82-84. For more complete and accurate description refer to the above reference plat.

ROA-35

BEING the same property conveyed to Eleanor S. Dooly from Southern Bank and Trust Company by Deed dated November 27, 1979 recorded November 27, 1979, in Deed.

CORRECT LEGAL
ALL that certain piece, parcel or lot of land, lying and being situate in the State of South Carolina, County of Spartanburg, being shown and designated as a portion of Lot No. 7, being shown and designated on a survey for Dunagin Estates prepared by W. N. Willis, Professional Land Surveying, dated May 06, 1969 and recorded in the Register of Deeds Office for Spartanburg County in Plat Book 60 at Page 82-84, and more fully described as follows:

BEGINNING at a metal cap at the center of the intersection of two county roads and running thence South 28 West 250 feet to a metal cap a the corner with Lot No. 8; thence with line of Lot No. 8 North 62 West 275 feet to a point; thence North 28 East 250 feet more or less to a point on the county road; thence with the county road South 62 East 275 feet to the beginning corner.

dated November 27, 1979 recorded November 27, 1979, in Deed Book 47-A, Page 75, in the official records for Spartanburg County, South Carolina.

Thereafter Eleanor S. Dooly conveyed her interest to Eleanor S. Dooly and Geary Thomas Dooly by deed dated July 30, 2004 and recorded August 18, 2004, in Deed Book 80-Z, Page 635, in the official records for Spartanburg County, South Carolina.

6. A copy of the Warranty Deed is attached hereto as "Exhibit "A" and incorporated herein by reference.

7. The Plaintiff is informed and believes that it is entitled a reformation of the above referenced Warranty Deed to correct the legal description to conform with the intention of the parties and the public records.

FILED
CLERK OF COURT
SPARTANBURG COUNTY
2012 JUL 9 PM 12:56
M. HOPE BLACKLEY

FOR A SECOND CAUSE OF ACTION
(REFORMATION OF MORTGAGE)

8. Paragraphs 1-7 are incorporated herein by reference.

9. Upon information and belief, due to inadvertence and/or scrivener's error, the legal description attached to the Mortgage recorded August 18, 2004 in Book 3286 at page 698 is incomplete and does not describe all of the intended collateral.

INCORRECT LEGAL
ALL that certain piece, parcel or lot of land, lying and being situate in the State of South Carolina, County of Spartanburg, being shown and designated as Lot portion of Lot No. 7, being shown and designated on a survey for Dunagin Estates prepared by W. N. Willis, Professional Land Surveying, dated May 06, 1969 and recorded in the Register of Deeds Office for Spartanburg County in Plat Book 60 at Page 82-84. For more complete and accurate description refer to the above reference plat.

BEING the same property conveyed to Eleanor S. Dooly from Southern Bank and Trust Company by Deed dated November 27, 1979 recorded November 27, 1979, in Deed.

CORRECT LEGAL

ALL that certain piece, parcel or lot of land, lying and being situate in the State of South Carolina, County of Spartanburg, being shown and designated as a portion of Lot No. 7, being shown and designated on a survey for Dunagin Estates prepared by W. N. Willis, Professional Land Surveying, dated May 06, 1969 and recorded in the Register of Deeds Office for Spartanburg County in Plat Book 60 at Page 82-84, and more fully described as follows:

BEGINNING at a metal cap at the center of the intersection of two county roads and running thence South 28 West 250 feet to a metal cap a the corner with Lot No. 8; thence with line of Lot No. 8 North 62 West 275 feet to a point; thence North 28 East 250 feet more or less to a point on the county road; thence with the county road South 62 East 275 feet to the beginning corner.

dated November 27, 1979 recorded November 27, 1979, in Deed Book 47-A, Page 75, in the official records for Spartanburg County, South Carolina.

Thereafter Eleanor S. Dooly conveyed her interest to Eleanor S. Dooly and Geary Thomas Dooly by deed dated July 30, 2004 and recorded August 18, 2004, in Deed Book 80-Z, Page 635, in the official records for Spartanburg County, South Carolina.

10. A copy of the Mortgage is attached hereto as "Exhibit "B" and incorporated herein by reference.

11. The Plaintiff is informed and believes that it is entitled to a reformation of the above referenced Mortgage to correct the legal description to confirm with the intention of the parties and the public records.

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SPARTANBURG COUNTY
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M. HOPE BLACKLEY

FOR A THIRD CAUSE OF ACTION
(FORECLOSURE OF MORTGAGE)

12. Paragraphs 1-11 are incorporated herein by reference.

13. On or about July 30, 2004, for value received Geary Thomas Dooly and Eleanor S. Dooly ("Mortgagor(s)") made, executed and delivered unto Argent Mortgage Company, LLC a Note ("Note") in the principal sum of $152,800.00 together with an interest rate of 7.250% A copy of the Note is attached hereto as "Exhibit "C" incorporated herein by reference.

14. To secure payment of the Note according to the terms and conditions thereof, the Mortgagor(s) made, executed and delivered unto Argent Mortgage Company, LLC a certain real estate Mortgage ("Mortgage") covering the following described property:

> ALL that certain piece, parcel or lot of land, lying and being situate in the State of South Carolina, County of Spartanburg, being shown and designated as a portion of Lot No. 7, being shown and designated on a survey for Dunagin Estates prepared by W. N. Willis, Professional Land Surveying, dated May 06, 1969 and recorded in the Register of Deeds

A-1

Office for Spartanburg County in Plat Book 60 at Page 82-84, and more fully described as follows:

BEGINNING at a metal cap at the center of the intersection of two county roads and running thence South 28 West 250 feet to a metal cap a the corner with Lot No. 8; thence with line of Lot No. 8 North 62 West 275 feet to a point; thence North 28 East 250 feet more or less to a point on the county road; thence with the county road South 62 East 275 feet to the beginning corner.

Being the same property conveyed to Eleanor S. Dooly from Southern Bank and Trust Company by Deed dated November 27, 1979 recorded November 27, 1979, in Deed Book 47-A, Page 75, in the official records for Spartanburg County, South Carolina.

Thereafter Eleanor S. Dooly conveyed her interest to Eleanor S. Dooly and Geary Thomas Dooly by deed dated July 30, 2004 and recorded August 18, 2004, in Deed Book 80-Z, Page 635, in the official records for Spartanburg County, South Carolina.

TMS No.: 714.00 10.15
Property Address: 690 Zion Hill Road Spartanburg, SC 29307

15. The property secured by the Mortgage is residential property.

16. The The Mortgage is owned, securitized or guaranteed by Fannie Mae, Freddie Mac or by a servicer partcipating in the Home Affordable Modification Program (HMP), but is not subject to modification under the HMP for the following reason(s):

a. Owner-Occupant borrower has failed to respond to Plaintiff's attempts to have the eligible borrower participate.

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17. The Mortgage was signed, witnessed, probated and thereafter recorded in the office of the Register of Deeds/Clerk of Court for Spartanburg County in Mortgage Book 3286 at Page 698. A copy of the Mortgage is attached hereto as "Exhibit "B" and incorporated herein by reference.

18. Plaintiff is informed and believes that the title holders of record of the subject property as of the filing of the Lis Pendens in this action were Geary Thomas Dooly and Eleanor S. Dooly.

19. Thereafter the Mortgage was assigned to the Plaintiff herein by assignment recorded February 24, 2009 in Book 4187 at Page 457 in the Office of the Register of Deeds for Spartanburg County. A copy of the assignment is attached hereto as "Exhibit "D" and incorporated herein by reference.

ASSIGNMENT

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20. The Mortgage evidences and secures the repayment of money advanced by the Plaintiff to, or on behalf of, the Mortgagor(s) and constitutes a refinanced mortgage or First mortgage lien on the mortgaged premises.

21. The hereinafter named Defendant(s) may have some interest in or lien upon the premises covered by the Mortgage set herein, or some part thereof, but Plaintiff alleges that such interests or liens are junior or subordinate to the lien of the Plaintiff's Mortgage, or do not attach to the property which is the subject of this action, or have been paid in full and not satisfied of record. The liens or interests are of record in the Register of Deeds or Clerk of Court and are described as follows:

a. The Defendant, United States of America, is made a party hereto because the Plaintiff is informed and believes that said Defendant may claim a tax lien against the subject real estate by virtue of a tax lien entered against Geary Thomas Dooly. This tax lien was filed on December 29, 2010 and recorded on January 21, 2011 in the Office of the Register of Deeds for Spartanburg County in Book 14 at Page 209.

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22. Pursuant to the terms of the Mortgage, any sums paid by the Plaintiff for inspecting and securing the subject property, for fire and other hazard insurance, taxes and assessments for the mortgaged premises, and any costs of collection, including reasonable attorney's fees, are secured by the Mortgage.

23. According to the terms of the Mortgage, and as additional security, the Mortgagor(s) assigned all rents, issues and profits of the mortgaged premises from and after any default there under, and should legal proceedings be instituted pursuant to the Mortgage, the mortgagee, its successors and assigns, was given the right to have a Receiver appointed of the rents, issues, and profits, towards debt secured by the Mortgage.

24. After all payments received by the Plaintiff have been credited to the subject loan, the loan is in default and due for February 1, 2012, and the conditions of the Note and Mortgage have been

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broken. Plaintiff elects to and does declare the entire balance of said indebtness due and payable, and that there is due on the Note and Mortgage as of February 1, 2012, the principal sum of $139,007.65, with interest from January 1, 2012, advances, late charges, and also for the costs and disbursements of this action, including attorney's fees.

25. Pursuant to Section 37-3-105, South Carolina Code of Laws (1976 as amended), the mortgage lien, which is subject to this action, is a first lien on real estate and is not a 'consumer loan' for the purposes of the South Carolina Consumer Protection Code. A copy of the demand letter is attached hereto as "Exhibit "E" and incorporated herein by reference thereto.

26. The Plaintiff demands a deficiency judgment in the event of a sale of the real estate herein does not yield a sum sufficient to satisfy all indebtness due unto the Plaintiff, including costs and attorney's fees.

WHEREFORE, having fully set forth its Complaint, the Plaintiff prays that this Honorable Court inquire into the matters set forth herein and that:

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1. The amount due upon the Note and Mortgage held by Plaintiff be ascertained and determined under the direction of this Court, together with attorney's fees and the costs of this action.

2. The Plaintiff's Mortgage be declared a first mortgage lien and that the Plaintiff have judgment of foreclosure for the amount so found to be due and owing thereon, together with any taxes or insurance premiums which may be due, with a reasonable sum as attorney's fees and for costs of this action.

3. The mortgaged premises be sold under the direction of this Court, the equity of redemption be barred, and that the proceeds of sale be applied as follows:

First, to the costs and expenses of the within action and sale.

Second, to the payment and discharge of the amount due on Plaintiff's Note and Mortgage, together with the attorney's fees aforesaid, and

Third, the surplus if any be distributed according to law.

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4. An Order be entered directing and empowering the Sheriff of Spartanburg County, South Carolina, to place the successful purchaser at the foreclosure sale in possession of the property hereinabove described should the same become necessary.

5. An Order be entered for the ejectment of the Defendants in possession herein and all persons claiming there under and the removal there from all furnishings, fixtures and items not subject to the lien of the Plaintiff's Mortgage, which personal property if not removed shall be deemed abandoned and shall be removed by the Plaintiff or its agents from the subject property by placing the property on the public street or highway or by any other means.

6. An Order be entered for reimbursements of all costs for inspecting and securing the property incurred by the Plaintiff as a result of the delinquency.

7. An Order be entered to reform the Warranty Deed recorded August 18, 2004 in Book 80-Z at Page 635 to correct the legal description to conform with the intention of the parties and the public records.

8. An Order be entered to reform the Mortgage recorded August 18, 2004 in Book 3286 at Page 698 to correct the legal description to conform with the intention of the parties and the public records.

9. An Order be entered awarding Plaintiff a personal judgment against the defendant Mortgagor for any deficiency which remains owing to the Plaintiff after applying the proceeds from the sale of the Mortgage premises.

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M. HOPE BLACKLEY

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Exhibit A 108

DEED80--2PG635

DEE-2004-42925
Recorded 4 Pages on 8/18/2004 11:54:42 AM
Recording Fee: $10.00 Documentary Stamps: $0.00
Office of Register of Deeds, Spartanburg, S.C.
Stephen Ford, Register

(Please do not write above this line – Reserved for Register of Deeds Office)

Prepared By: Noon and Hammett, LLC
110 East Stone Avenue
Greenville, SC 29609

STATE OF SOUTH CAROLINA)
)
COUNTY OF SPARTANBURG)

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, that Eleanor S. Dooly, Grantor, in the State aforesaid for and in consideration of the sum of FIVE AND 00/100 DOLLARS ($5.00) her paid by Geary Thomas Dooly and Eleanor S. Dooly, the Grantees, receipt whereof is hereby acknowledged, has granted, bargained, sold and released; and by these presents, does grant, bargain, sell and release unto the said Geary Thomas Dooly and Eleanor S. Dooly, for and during their joint lives and upon the death of either of them, then to the survivor of them, their Heirs and Assigns, forever, in fee simple, together with every contingent remainder and right of reversion, the following described property, to wit:

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McHUGH FEBLACKLEY

ALL that certain piece, parcel or lot of land, lying and being situate in the State of South Carolina, County of Spartanburg, being shown and designated as Lot portion of Lot No. 7, being shown and designated on a survey for Dunagin Estates prepared by W. N. Willis, Professional Land Surveying, dated May 06, 1969 and recorded in the Register of Deeds Office for Spartanburg County in Plat Book 60 at Page 82-84. For a more complete and accurate description refer to the above referenced plat.

BEING the same property conveyed to Eleanor S. Dooly from Southern Bank and Trust Company by Deed dated November 27, 1979, recorded November 27, 1979, in Deed Book 47-A, Page 75, in the official records for Spartanburg County, Spartanburg.

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DEED 80--2 PG 636

Tax Map #: 7 14-00 010.15

Grantees Address: 690 Zion Hill Road
Spartanburg, SC 29307

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

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said Geary Thomas Dooly and Eleanor S. Dooly, for and during their joint lives and upon the death of either of them, then to the survivor of them, their Heirs and Assigns, forever, in fee simple, together with every contingent remainder and right of reversion, the aforesaid described property.

AND I, the Grantor, do hereby bind myself and my heirs and assigns, Executors and Administrators, to warrant and forever defend all and singular the said premises unto the said Geary Thomas Dooly and Eleanor S. Dooly, their heirs and assigns, against me, the Grantor, and her heirs and assigns, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

WITNESS the execution hereof by Grantor this 30th day of July 2004.

Signed, Sealed and Delivered
in the Presence of

Witness Pamela S. Dillard

Notary

Eleanor S. Dooly (SEAL)
Eleanor S. Dooly

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SPARTANBURG COUNTY
2012 JUL 18 PM 12:57
M. HOPE BLACKLEY

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DEED 80--2PG637

STATE OF SOUTH CAROLINA)
)
COUNTY OF SPARTANBURG) **PROBATE**
)

PERSONALLY appeared before me the undersigned witness and made oath that (s)he was present and saw the within Grantor sign, seal, and as act and deed, deliver the within Title to Real Estate; that deponent with the other witness whose name is subscribed above, witnessed the execution thereof.

Angela S. Dillard
Witness Angela S. Dillard

SWORN to before me this 30th day of June, 2012

Notary Public for South Carolina

My Commission Expires 2/25/2017

(SEAL)

File # G14731

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SPARTANBURG COUNTY
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M. HOPE BLACKLEY

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STATE OF SOUTH CAROLINA)
)
COUNTY OF SPARTANBURG)

AFFIDAVIT

PERSONALLY appeared before me the undersigned, who, being duly sworn, deposes and says:

1. The property being transferred is located at **690 Zion Hill Road, Spartanburg, SC 29307**, bearing **Spartanburg County** Tax Map Number **7 14-00 010.15**, was transferred by **Eleanor S. Dooly to Geary Thomas Dooly and Eleanor S. Dooly** on _____.

2. an arm's length real property transaction and the sales price paid or to be paid in money or money's worth was $.00*.

   NOT an arm's length real property transaction and the fair market value of the property is $ @.

3. The above transaction is exempt, or partially exempt, from the recording fee as set forth in S.C. Code Ann. Section 12-24-10, *et seq.*, because the Deed is: Wife conveying half interest to husband.

4. As required by Code § 12-24-70, I state that I am a responsible person who was connected with the transaction as: @

5. I further understand that a person required to furnish this Affidavit who willfully furnishes a false or fraudulent Affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than One Thousand and no/100 Dollars ($1,000.00) or imprisoned not more than one year, or both.

Eleanor S. Dooly
Purchaser, Seller, Legal Representative of the Purchaser or other Responsible Person Connected with this Transaction

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SPARTANBURG COUNTY
2012 JUL 19 PM 12:57
M. TODD BLACKLEY

SWORN to before me this 30th
day of July, 2012.

(Notary Public)

My commission expires 4/24/2017

* The fee is based on the real property's value. Value means the realty's fair market value. In arm's length real property transactions, this value is the sales price to be paid in money or money's worth (e.g. stocks, personal property, other realty, forgiveness of debt, mortgages assumed or place on the realty as a realty of the transaction). However, a deduction is allowed from this value for the amount of any lien or encumbrance existing on land, tenement, or realty before the transfer and remaining on it after the transfer.

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Exhibit B

REM 3286 PAGE 698

Return To:

Argent Mortgage Company, LLC
P.O. Box 14130,
Orange, CA 92863-1530

Prepared By: Argent Mortgage Company, LLC
Maria Degennaro
44 South Broadway, 16th Flr
White Plains, NY 10604

MTG-2004-42926
Recorded 16 Pages on 8/18/2004 11:55:14 AM
Recording Fee: $22.00 Documentary Stamps: $0.00
Office of Register of Deeds, Spartanburg, S.C.
Stephen Ford, Register

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MORTGAGE

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SPARTANBURG COUNTY
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M. JANE BLACKLEY

DEFINITIONS

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

(A) "Security Instrument" means this document, which is dated July 30, 2004 together with all Riders to this document.
(B) "Borrower" is GEARY THOMAS DOOLY and ELEANOR S. DOOLY

Borrower is the mortgagor under this Security Instrument.
(C) "Lender" is Argent Mortgage Company, LLC

Lender is a Limited Liability Company
organized and existing under the laws of Delaware

0060029394-9605

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Lender's address is One City Boulevard West Orange, CA 92868

Lender is the mortgagee under this Security Instrument.
(D) "Note" means the promissory note signed by Borrower and dated July 30, 2004
The Note states that Borrower owes Lender one hundred fifty-two thousand eight hundred and 00/100 Dollars
(U.S. $152,800.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than September 1, 2034
(E) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."
(F) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.
(G) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

☐ Adjustable Rate Rider	☐ Condominium Rider	☐ Second Home Rider
☐ Balloon Rider	☐ Planned Unit Development Rider	☐ 1-4 Family Rider
☐ VA Rider	☐ Biweekly Payment Rider	☐ Other(s) [specify]

(H) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.
(I) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.
(J) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.
(K) "Escrow Items" means those items that are described in Section 3.
(L) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.
(M) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.
(N) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.
(O) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

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

TRANSFER OF RIGHTS IN THE PROPERTY

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

County of SPARTANBURG
[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF:

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SPARTANBURG COUNTY
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M. HOPE BLACKLEY

Parcel ID Number: 71400010.15 which currently has the address of
690 ZION HILL ROAD [Street]
SPARTANBURG [City], South Carolina 29307 [Zip Code]
("Property Address"):

TO HAVE AND TO HOLD this property unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

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

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

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

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

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Initials:

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

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

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

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

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

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts

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due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

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

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

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

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

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

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

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lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

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

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

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

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

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

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the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

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

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

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

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

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

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable

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attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

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

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

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

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

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

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

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

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

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

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

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

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

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

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

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

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

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

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

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

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

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

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

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

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

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

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

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

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

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

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA

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requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

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

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

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

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

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

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

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

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

25. Waiver of Appraisal Rights. The laws of South Carolina provide that in any real estate foreclosure proceeding a defendant against whom a personal judgment is taken or asked may within 30 days after the sale of the mortgaged property apply to the court for an order of appraisal. The statutory appraisal value as approved by the court would be substituted for the high bid and may decrease the amount of any deficiency owing in connection with the transaction. TO THE EXTENT PERMITTED BY LAW, THE UNDERSIGNED HEREBY WAIVES AND RELINQUISHES THE STATUTORY APPRAISAL RIGHTS WHICH MEANS THE HIGH BID AT THE JUDICIAL FORECLOSURE SALE WILL BE APPLIED TO THE DEBT REGARDLESS OF ANY APPRAISED VALUE OF THE MORTGAGED PROPERTY. This waiver shall not apply so long as the Property is used as a dwelling place as defined in Section 12-37-250 of the South Carolina Code of Laws.

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

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CLERK OF COURT
SPARTANBURG COUNTY
2012 JUL 19 PM 12:58
M. HUPE BLACKLEY

ROA-58

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

Signed, sealed and delivered in the presence of:

Angela S. Dillard
Angela S. Dillard

Steven Hammett III

Geary Thomas Dooly (Seal)
GEARY THOMAS DOOLY -Borrower

Eleanor S. Dooly (Seal)
ELEANOR S. DOOLY -Borrower

_____ (Seal) -Borrower

_____ (Seal) -Borrower

_____ (Seal) -Borrower

_____ (Seal) -Borrower

_____ (Seal) -Borrower

_____ (Seal) -Borrower

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CLERK OF COURT
SPARTANBURG COUNTY
2012 JUL 19 PM 12:58
M. POPE BLACKLEY

0060029394 -9605

ROA-59

A1

REM 3286 PAGE 712

STATE OF SOUTH CAROLINA, County ss: Spartanburg

Personally appeared before me Angela S Dillard and made oath that he/she saw the within named Borrower sign, seal, and as his/her/their free act and deed, delivered the within written Mortgage; and that he/she with Steven Hammett witnessed the execution thereof.

Angela S Dillard
Witness Name

Sworn to before me this 30th Day day of July 2004 Month/Year

My Commission Expires: 2/24/2007

Notary Public for South Carolina

FILED
CLERK OF COURT
SPARTANBURG COUNTY
2012 JUL 19 PM 12:58
M. HOPE BLACKLEY

07/30/2004 8:31:40 AM

GAP 620

ROA-60

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Fidelity National Title Insurance Company of New York

Commitment No. **G14731**

SCHEDULE A (Continued)

LEGAL DESCRIPTION

ALL that certain piece, parcel or lot of land, lying and being situate in the State of South Carolina, County of Spartanburg, being shown and designated as Lot portion of Lot No. 7, being shown and designated on a survey for Dunagin Estates prepared by W. N. Willis, Professional Land Surveying, dated May 06, 1969 and recorded in the Register of Deeds Office for Spartanburg County in Plat Book 60 at Page 82-84. For a more complete and accurate description refer to the above referenced plat.

BEING the same property conveyed to Eleanor S. Dooly from Southern Bank and Trust Company by Deed dated November 27, 1979, recorded November 27, 1979, in Deed Book 47-A, Page 75, in the official records for Spartanburg County, South Carolina. Therafter Eleanor S. Dooly conveyed her interest to Eleanor S. Dooly and Geary Thomas Dooly by deed dated July 30, 2004 and recorded herewith.

FILED
CLERK OF COURT
SPARTANBURG COUNTY
2012 JUL 19 PM 12:58
M. HOPE BLACKLEY

Valid Only if Schedule A, Schedule B-Section 1, Schedule B-Section 2 are attached.
If not attached, ALTA Commitment Jacket (1966) is incorporated herein by reference.

ROA-61

Exhibit C

Loan No. 0060029394 - 9605

FIXED RATE NOTE

July 30, 2004 [Date] | White Plains [City] | NY [State]

690 ZION HILL ROAD, SPARTANBURG, SC 29307
[Property Address]

1. BORROWER'S PROMISE TO PAY
In return for a loan that I have received, I promise to pay U.S. $ 152,800.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is - Argent Mortgage Company, LLC .
I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST
Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 7.250 %.
The interest rate required by this Section 2 is the rate I will pay before and after any default described in Section 6(B) of this Note.

3. PAYMENTS
(A) Time and Place of Payments
I will pay principal and interest by making payments every month.
I will make my monthly payments on the first day of each month beginning on October 1, 2004.
I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My monthly payments will be applied to interest before principal. If, on September 1, 2034, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at: 505 City Parkway West, Suite 100, Orange, CA 92868

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

(B) Amount of Monthly Payments
My monthly payments will be in the amount of U.S. $1,042.37.

4. BORROWER'S RIGHT TO PREPAY
I may repay this Note at any time without a penalty.

FILED
CLERK OF COURT
SPARTANBURG COUNTY
2012 JUL 19 PM 12:58
M. HOPE BLACKLEY

5. LOAN CHARGES
If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (i) any such loan charged shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.

6. BORROWER'S FAILURE TO PAY AS REQUIRED
(A) Late Charges for Overdue Payments
If the Note Holder has not received the full amount of any monthly payment by the end of fifteen calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.000 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default
If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.
(C) Notice of Default
If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is delivered or mailed me.

Initials:

ROA-62

(D) No Waiver by Note Holder
Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

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

7. GIVING OF NOTICES

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

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

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

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

9. WAIVERS

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

10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep promises that 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:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if prohibited by federal law as of the date of this Security Instrument.

If the 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 delivered or mailed 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

Geary Thomas Dooly (Seal)
Borrower: GEARY THOMAS DOOLY
SSN: [redacted]

Eleanor S Dooly (Seal)
Borrower: ELEANOR S DOOLY
SSN: [redacted]

(Seal)
Borrower:
SSN:

(Seal)
Borrower:
SSN:

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CLERK OF COURT
SPARTANBURG COUNTY
2012 JUL 19 PM 12:58
M. HOPE BLACKLEY

ROA-63

A-1

REM 4187 PAGE 457

EXHIBIT #1

When Recorded Return To:
AMERICAN HOME MTG SERVICING
C/O NTC 2100 Alt. 19 North
Palm Harbor, FL 34683

MTG-2009-7140
Recorded 1 Pages on 2/24/2009 9:48:25 AM
Recording Fee: $6.00 Documentary Stamps: $0.00
Office of Register of Deeds, Spartanburg, S.C.
Stephen Ford, Register

CRL L#: 0060029394
Assignee L#: 4000479909
Investor L#: 0060029394
Custodian: 85
Effective Date: 02/11/2009

FILED
CLERK OF COURT
SPARTANBURG COUNTY
2012 JUL 19 PM 12:58
M. HOPE BLACKLEY

ASSIGNMENT OF MORTGAGE

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency of which is hereby acknowledged, the undersigned, **CITI RESIDENTIAL LENDING INC., AS ATTORNEY-IN-FACT FOR ARGENT MORTGAGE COMPANY, LLC, WHOSE ADDRESS IS 10801 E. 6TH STREET , RANCHO CUCAMONGA, CA 91730, (ASSIGNOR),** by these presents does convey, grant, sell, assign, transfer and set over the described mortgage/deed together with the certain note(s) described therein together with all interest secured thereby, all liens, and any rights due or to become due thereon to **DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE FOR, ARGENT SECURITIES INC. ASSET-BACKED PASS-THROUGH CERTIFICATES, SERIES 2004-W11, UNDER THE POOLING AND SERVICING AGREEMENT DATED OCTOBER 10, 2004, WHOSE ADDRESS IS 1761 EAST ST. ANDREW PLACE , SANTA ANA, CA 92705-4934, (ASSIGNEE)**
Said mortgage is made by **GEARY THOMAS DOOLY AND ELEANOR S. DOOLY** to **ARGENT MORTGAGE COMPANY, LLC** and recorded 08/18/2004 in the Recorder or Registrar of Deeds of SPARTANBURG County, South Carolina in Book 3286, Page 698, and/or as Document # MTG-2004-42926

Dated 02/10/2009
CITI RESIDENTIAL LENDING INC., AS ATTORNEY-IN-FACT FOR ARGENT MORTGAGE COMPANY, LLC

By: _____
CRYSTAL MOORE VICE PRESIDENT

_____ _____
VILMA CASTRO Witness#1 **DHURATA DOKO Witness#2**

STATE OF FLORIDA COUNTY OF PINELLAS
Before me, the undersigned Notary Public, personally appeared the undersigned witness who, being duly sworn, deposed and said that (s)he saw CRYSTAL MOORE the VICE PRESIDENT sign, seal and deliver the foregoing Assignment of Mortgage and that (s)he, together with the other witness witnessed the execution thereof. SWORN to and subscribed before me THIS 10TH DAY OF FEBRUARY IN THE YEAR 2009.

_____
VILMA CASTRO Witness#1

Bryan J. Bly
Notary Public, State of Florida
Commission # DD 891055
Expires July 01, 2011
Bonded Through National Notary Assn.

_____
BRYAN J. BLY Notary Public
My commission expires:07/01/2011

Document Prepared By: Jessica Fretwell/NTC,2100 Alt. 19 North, Palm Harbor, FL 34683 (800)346-9152

Reviewed and Approved as meeting the South Carolina Code of Laws and Recording Statutes by Biddle Law Firm, P.A., Myrtle Beach, South Carolina.

CRLAS 9205680 1/31 CJ2044111 form5/FRMSC1

9205680

ROA-64

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Exhibit E

American Home Mortgage Servicing Inc.
PO Box 9092
Temecula, CA 92589-9092

7196 9006 9295 8849 8714

PRESORT
First-Class Mail
U.S. Postage and
Fees Paid
WSO

Send Payments to:
American Home Mortgage Servicing Inc
P.O. Box 660029
Dallas, TX 75266-0029

20120328-156

Send Correspondence to:
American Home Mortgage Servicing Inc.
P.O. Box 632237
Irving, TX 75063-2237

GEARY THOMAS DOOLY
ELEANOR S DOOLY
PO BOX 3326
SPARTANBURG, SC 29304-3326

FILED
CLERK OF COURT
SPARTANBURG COUNTY
2012 JUL 19 PM 12:58
M. HOPE BLACKLEY

OP001

ROA-65

P1

AHMSI
AMERICAN HOME MORTGAGE INC
Servicing

P.O. Box 631730
Irving, TX 75063-1730

www.ahmsi3.com

03/28/2012

Sent Via Certified Mail
7196 9006 9295 8849 8714

GEARY THOMAS DOOLY
ELEANOR S DOOLY
PO BOX 3326
SPARTANBURG, SC 29304-3326

Loan Number: 4000479909
Property Address: 690 ZION HILL ROAD
SPARTANBURG, SC 29307

Dear GEARY THOMAS DOOLY and ELEANOR S DOOLY:

You are hereby provided formal notice by American Home Mortgage Servicing, Inc., the Servicer of the above-referenced loan, on behalf of Deutsche Bank National Trust Company, as Trustee for Argent Securities Inc., Asset-Backed Pass-Through Certificates, Series 2004-W11, the Creditor to whom the debt is owed, regarding the status of your account. You are hereby provided formal notice by the Servicer (American Home Mortgage Servicing, Inc.), as authorized by the Creditor of the above-referenced home loan that you are in default under the terms and conditions of the Note and Security Instrument (i.e. Deed of Trust, Mortgage, etc.) for failure to pay the required installments when due.

FILED
2012 JUL 18 PM 2:58
CLERK OF COURT
SPARTANBURG COUNTY
HOPE B. CKEE

This letter serves as further notice that American Home Mortgage Servicing, Inc. intends to enforce the provisions of the Note and Security Instrument. You must pay the full amount of the default on this loan by the thirty-fifth (35th) day from the date of this letter which is 05/02/2012 (or if said date falls on a Saturday, Sunday, or legal holiday, then on the first business day thereafter). If you do not pay the full amount of the default, our creditor may accelerate the entire sum of both principal and interest due and payable and invoke any remedies provided for in the Note and Security Instrument, including but not limited to the foreclosure sale of the property. If you received a bankruptcy discharge which included this debt, this notice is not intended and does not constitute an attempt to collect a debt against you personally; notice provisions may be contained within your mortgage/deed of trust which require this notice prior to foreclosure.

You are hereby informed that you may have the right to "cure" or reinstate the loan after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense you may have to acceleration and sale. In the event you pay the amount set forth above in a timely fashion, but said payment is returned for insufficient funds or for any other reason, your default will not be cured. American Home Mortgage Servicing, Inc. reserves the right to accept or reject a partial payment of the total amount due without waiving its right to proceed with foreclosure

As of **03/28/2012 the amount of the debt that we are seeking to collect is $4,501.30**, which includes the sum of payments that have come due on and after the date of default **02/01/2012**, any late charges, periodic adjustments to the payment amount (if applicable) and expenses of collection. In addition, any subsequent advances made by the Servicer to protect their lien position must be added to the total amount necessary to cure the default. Because of interest, late charges, and other charges or credits that may vary from day to day, or be assessed during the processing of this letter, the amount due on the day that you pay may be greater. Please contact American Home Mortgage Servicing, Inc. at (877) 304-3100 on the day that you intend to pay for the full amount owed on your account. This letter is in no way intended as a payoff statement for your mortgage, it merely states an amount necessary to cure the current delinquency.

ROA-66

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Please note, however, that your right to cure this default as referenced herein does not suspend your payment obligations. Pursuant to the terms of the Note, your **04/01/2012** installment is still due on **04/01/2012** (or if said date(s) falls on a Saturday, Sunday, or legal holiday, then on the first business day thereafter). Please disregard this notice if a payment sufficient to cure the default has already been sent.

American Home Mortgage Servicing, Inc. is attempting to collect a debt, and any information obtained will be used for that purpose. Unless you notify us within thirty (30) days after receiving this notice that you dispute the validity of this debt or any portion thereof, we will assume this debt is valid. If you notify us within thirty (30) days from receiving this notice that you dispute the validity of this debt or any portion thereof, we will obtain verification of the debt or obtain a copy of a judgment and mail you a copy of such judgment or verification.

Upon your written request within thirty (30) days after the receipt of this letter, we will provide you with the name and address of the original creditor, if the original creditor is different from the current creditor.

A "CURE" or "Reinstatement Right" similar to that described in the prior paragraph may be available in many states. NO PERSON IN THIS OFFICE WILL GIVE YOU ANY LEGAL ADVICE. If, at any time, you make a written request to us not to be contacted by phone at your place of employment, we will not do so. If, at any time, you make a written request to us not to contact you, we will not do so, except to send statutorily and/or contractually required legal notice.

American Home Mortgage Servicing, Inc. would like you to be aware that if you are unable to make payments or resume payments within a reasonable period of time due to a reduction in your income resulting from a loss or reduction in your employment, you may be eligible for Homeownership Counseling. To obtain a list of HUD approved counseling agencies, please call (800) 569-4287 or by visiting http://www.hud.gov/offices/hsg/sfh/hcc/hcs.cfm. You may also contact the Homeownership Preservation Foundation's Hope hotline at (888) 995-HOPE (4673).

FILED
SPARTANBURG COUNTY
2012 JUN 19 PM 12:53
CLERK OF COURT
MATTIE B. ACKLEY

Attention Servicemembers and dependents: The Federal Servicemembers' Civil Relief Act (SCRA) and certain state laws provide important protections for you, including prohibiting foreclosure under most circumstances. If you are currently on active duty in the military service, or have been within the last nine (9) months, please notify American Home Mortgage Servicing, Inc. immediately. When contacting American Home Mortgage Servicing, Inc. as to your active duty status, please provide positive proof as to your active duty status, i.e. a copy of your active duty orders. This information is also applicable to you if you are considered a "dependent", as defined by the "SCRA", of a servicemember who is currently on active duty in the military service, or has been within the last nine (9) months. If you do not provide this information, it will be assumed that you are not entitled to protection under the above mentioned Act.

You are notified that this default and any other legal action that may occur as a result thereof may be reported to one or more local and national credit reporting agencies by American Home Mortgage Servicing, Inc. American Home Mortgage Servicing, Inc. requests that all payments be sent overnight to 1525 S. Beltline Rd. Coppell, TX 75019 or mailed to P.O. Box 660029 Dallas, TX 75266-0029. You may also send payments via Western Union: Code City-AHMSI Code State - TX. You may contact American Home Mortgage Servicing, Inc. at (877) 304-3100 should you have servicing questions regarding your account or by mail at P.O. Box 632237, Irving, TX 75063-2237. You may have options available to you to help you avoid foreclosure. Please contact American Home Mortgage Servicing, Inc.'s Loss Mitigation Department at (877) 304-3100 or by visiting www.ahmsi3.com for additional information and to see what options are available to you.

The matters discussed herein are of extreme importance. We trust you will give them appropriate attention.

Sincerely,

7196 9006 9295 8849 8714

ROA-67

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American Home Mortgage Servicing, Inc.
P.O. Box 632237
Irving, TX 75063-2237
Phone: (877) 304-3100

To the extent your original obligation was discharged, or is subject to an automatic stay of bankruptcy under Title 11 of the United States Code, this notice is for compliance and/or informational purposes only. Additionally, if you did not sign the Note or are not otherwise personally obligated to pay this debt, this letter is being sent for informational purposes.

FILED
CLERK OF COURT
SPARTANBURG COUNTY
2012 JUL 19 PM 12:58
M. HOPE BLACKLEY

7196 9006 9295 8849 8714

ROA-68

A1

American Home Mortgage Servicing Inc.
PO Box 9092
Temecula, CA 92589-9092

7196 9006 9295 8849 8721

PRESORT
First-Class Mail
U.S. Postage and
Fees Paid
WSO

Send Payments to:
American Home Mortgage Servicing Inc
P.O. Box 660029
Dallas, TX 75266-0029

20120328-156

Send Correspondence to:
American Home Mortgage Servicing Inc.
P.O. Box 632237
Irving, TX 75063-2237

GEARY THOMAS DOOLY
ELEANOR S DOOLY
690 ZION HILL RD
SPARTANBURG, SC 29307-2714

FILED
CLERK OF COURT
SPARTANBURG COUNTY
2012 JUL 19 PM 12:58
M. HOPE BLACKLEY

OP001

RoA 69

A1

AHMSI
AMERICAN HOME MORTGAGE INC
Servicing

P.O. Box 631730
Irving, TX 75063-1730

www.ahmsi3.com

03/28/2012

Sent Via Certified Mail
7196 9006 9295 8849 8721

GEARY THOMAS DOOLY
ELEANOR S DOOLY
690 ZION HILL RD
SPARTANBURG, SC 29307-2714

Loan Number: 4000479909
Property Address: 690 ZION HILL ROAD
SPARTANBURG, SC 29307

Dear GEARY THOMAS DOOLY and ELEANOR S DOOLY:

You are hereby provided formal notice by American Home Mortgage Servicing, Inc., the Servicer of the above-referenced loan, on behalf of Deutsche Bank National Trust Company, as Trustee for Argent Securities Inc., Asset-Backed Pass-Through Certificates, Series 2004-W11, the Creditor to whom the debt is owed, regarding the status of your account. You are hereby provided formal notice by the Servicer (American Home Mortgage Servicing, Inc.), as authorized by the Creditor of the above-referenced home loan that you are in default under the terms and conditions of the Note and Security Instrument (i.e. Deed of Trust, Mortgage, etc.) for failure to pay the required installments when due.

FILED
SPARTANBURG COUNTY
CLERK OF COURT
2012 JUL 19 PM 2:58
MAGGIE BLACKLEY

This letter serves as further notice that American Home Mortgage Servicing, Inc. intends to enforce the provisions of the Note and Security Instrument. You must pay the full amount of the default on this loan by the thirty-fifth (35th) day from the date of this letter which is 05/02/2012 (or if said date falls on a Saturday, Sunday, or legal holiday, then on the first business day thereafter). If you do not pay the full amount of the default, our creditor may accelerate the entire sum of both principal and interest due and payable, and invoke any remedies provided for in the Note and Security Instrument, including but not limited to the foreclosure sale of the property. If you received a bankruptcy discharge which included this debt, this notice is not intended and does not constitute an attempt to collect a debt against you personally; notice provisions may be contained within your mortgage/deed of trust which require this notice prior to foreclosure.

You are hereby informed that you may have the right to "cure" or reinstate the loan after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense you may have to acceleration and sale. In the event you pay the amount set forth above in a timely fashion, but said payment is returned for insufficient funds or for any other reason, your default will not be cured. American Home Mortgage Servicing, Inc. reserves the right to accept or reject a partial payment of the total amount due without waiving its right to proceed with foreclosure

As of **03/28/2012 the amount of the debt that we are seeking to collect is $4,501.30,** which includes the sum of payments that have come due on and after the date of default **02/01/2012**, any late charges, periodic adjustments to the payment amount (if applicable) and expenses of collection. In addition, any subsequent advances made by the Servicer to protect their lien position must be added to the total amount necessary to cure the default. Because of interest, late charges, and other charges or credits that may vary from day to day, or be assessed during the processing of this letter, the amount due on the day that you pay may be greater. Please contact American Home Mortgage Servicing, Inc. at (877) 304-3100 on the day that you intend to pay for the full amount owed on your account. This letter is in no way intended as a payoff statement for your mortgage, it merely states an amount necessary to cure the current delinquency.

7196 9006 9295 8849 8721

ROA-70

Please note, however, that your right to cure this default as referenced herein does not suspend your payment obligations. Pursuant to the terms of the Note, your **04/01/2012** installment is still due on **04/01/2012** (or if said date(s) falls on a Saturday, Sunday, or legal holiday, then on the first business day thereafter). Please disregard this notice if a payment sufficient to cure the default has already been sent.

American Home Mortgage Servicing, Inc. is attempting to collect a debt, and any information obtained will be used for that purpose. Unless you notify us within thirty (30) days after receiving this notice that you dispute the validity of this debt or any portion thereof, we will assume this debt is valid. If you notify us within thirty (30) days from receiving this notice that you dispute the validity of this debt or any portion thereof, we will obtain verification of the debt or obtain a copy of a judgment and mail you a copy of such judgment or verification.

Upon your written request within thirty (30) days after the receipt of this letter, we will provide you with the name and address of the original creditor, if the original creditor is different from the current creditor.

A "CURE" or "Reinstatement Right" similar to that described in the prior paragraph may be available in many states. NO PERSON IN THIS OFFICE WILL GIVE YOU ANY LEGAL ADVICE. If, at any time, you make a written request to us not to be contacted by phone at your place of employment, we will not do so. If, at any time, you make a written request to us not to contact you, we will not do so, except to send statutorily and/or contractually required legal notice.

American Home Mortgage Servicing, Inc. would like you to be aware that if you are unable to make payments or resume payments within a reasonable period of time due to a reduction in your income resulting from a loss or reduction in your employment, you may be eligible for Homeownership Counseling. To obtain a list of HUD approved counseling agencies, please call (800) 569-4287 or by visiting http://www.hud.gov/offices/hsg/sfh/hcc/hcs.cfm. You may also contact the Homeownership Preservation Foundation's Hope hotline at (888) 995-HOPE (4673).

FILED
CLERK OF COURT
GREENVILLE COUNTY
2012 JUL 19 PM 1:55
HOPELINE CLERK

Attention Servicemembers and dependents: The Federal Servicemembers' Civil Relief Act (SCRA) and certain state laws provide important protections for you, including prohibiting foreclosure under most circumstances. If you are currently on active duty in the military service, or have been within the last nine (9) months, please notify American Home Mortgage Servicing, Inc. immediately. When contacting American Home Mortgage Servicing, Inc. as to your active duty status, please provide positive proof as to your active duty status, i.e. a copy of your active duty orders. This information is also applicable to you if you are considered a "dependent", as defined by the "SCRA", of a servicemember who is currently on active duty in the military service, or has been within the last nine (9) months. If you do not provide this information, it will be assumed that you are not entitled to protection under the above mentioned Act.

You are notified that this default and any other legal action that may occur as a result thereof may be reported to one or more local and national credit reporting agencies by American Home Mortgage Servicing, Inc. American Home Mortgage Servicing, Inc. requests that all payments be sent overnight to 1525 S. Beltline Rd. Coppell, TX 75019 or mailed to P.O. Box 660029 Dallas, TX 75266-0029. You may also send payments via Western Union: Code City-AHMSI Code State - TX. You may contact American Home Mortgage Servicing, Inc. at (877) 304-3100 should you have servicing questions regarding your account or by mail at P.O. Box 632237, Irving, TX 75063-2237. You may have options available to you to help you avoid foreclosure. Please contact American Home Mortgage Servicing, Inc.'s Loss Mitigation Department at (877) 304-3100 or by visiting www.ahmsi3.com for additional information and to see what options are available to you.

The matters discussed herein are of extreme importance. We trust you will give them appropriate attention.

Sincerely,

7196 9006 9295 8849 8721

A1

American Home Mortgage Servicing, Inc.
P.O. Box 632237
Irving, TX 75063-2237
Phone: (877) 304-3100

To the extent your original obligation was discharged, or is subject to an automatic stay of bankruptcy under Title 11 of the United States Code, this notice is for compliance and/or informational purposes only. Additionally, if you did not sign the Note or are not otherwise personally obligated to pay this debt, this letter is being sent for informational purposes.

FILED
CLERK OF COURT
SPARTANBURG COUNTY
2012 JUL 19 PM 12:58
M. HOPE BLACKLEY

7196 9006 9295 8849 8721

ROA-72

A1

American Home Mortgage Servicing Inc.
PO Box 9092
Temecula, CA 92589-9092

2260827946

PRESORT
First-Class Mail
U.S. Postage and
Fees Paid
WSO

Send Payments to:
American Home Mortgage Servicing Inc
P.O. Box 660029
Dallas, TX 75266-0029

20120328-156

Send Correspondence to:
American Home Mortgage Servicing Inc.
P.O. Box 632237
Irving, TX 75063-2237

GEARY THOMAS DOOLY
ELEANOR S DOOLY
690 ZION HILL RD
SPARTANBURG, SC 29307-2714

FILED
CLERK OF COURT
SPARTANBURG COUNTY
2012 JUL 19 PM 12:58
M. HOPE BLACKLEY

OP001

ROA-73

A1

AHMSI
AMERICAN HOME MORTGAGE INC
Servicing
at a higher level

P.O. Box 631730
Irving, TX 75063-1730

www.ahmsi3.com

03/28/2012

GEARY THOMAS DOOLY
ELEANOR S DOOLY
690 ZION HILL RD
SPARTANBURG, SC 29307-2714

Loan Number: 4000479909
Property Address: 690 ZION HILL ROAD
SPARTANBURG, SC 29307

Dear GEARY THOMAS DOOLY and ELEANOR S DOOLY:

You are hereby provided formal notice by American Home Mortgage Servicing, Inc., the Servicer of the above-referenced loan, on behalf of Deutsche Bank National Trust Company, as Trustee for Argent Securities Inc., Asset-Backed Pass-Through Certificates, Series 2004-W11, the Creditor to whom the debt is owed, regarding the status of your account. You are hereby provided formal notice by the Servicer (American Home Mortgage Servicing, Inc.), as authorized by the Creditor of the above-referenced home loan that you are in default under the terms and conditions of the Note and Security Instrument (i.e. Deed of Trust, Mortgage, etc.) for failure to pay the required installments when due.

FILED
2012 JUL 18 AM 8:58
M. HOLBROOKE
CLERK OF COURT
SPARTANBURG COUNTY

This letter serves as further notice that American Home Mortgage Servicing, Inc. intends to enforce the provisions of the Note and Security Instrument. You must pay the full amount of the default on this loan by the thirty-fifth (35th) day from the date of this letter which is 05/02/2012 (or if said date falls on a Saturday, Sunday, or legal holiday, then on the first business day thereafter). If you do not pay the full amount of the default, our creditor may accelerate the entire sum of both principal and interest due and payable, and invoke any remedies provided for in the Note and Security Instrument, including but not limited to the foreclosure sale of the property. If you received a bankruptcy discharge which included this debt, this notice is not intended and does not constitute an attempt to collect a debt against you personally; notice provisions may be contained within your mortgage/deed of trust which require this notice prior to foreclosure.

You are hereby informed that you may have the right to "cure" or reinstate the loan after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense you may have to acceleration and sale. In the event you pay the amount set forth above in a timely fashion, but said payment is returned for insufficient funds or for any other reason, your default will not be cured. American Home Mortgage Servicing, Inc. reserves the right to accept or reject a partial payment of the total amount due without waiving its right to proceed with foreclosure

As of **03/28/2012 the amount of the debt that we are seeking to collect is $4,501.30**, which includes the sum of payments that have come due on and after the date of default **02/01/2012**, any late charges, periodic adjustments to the payment amount (if applicable) and expenses of collection. In addition, any subsequent advances made by the Servicer to protect their lien position must be added to the total amount necessary to cure the default. Because of interest, late charges, and other charges or credits that may vary from day to day, or be assessed during the processing of this letter, the amount due on the day that you pay may be greater. Please contact American Home Mortgage Servicing, Inc. at (877) 304-3100 on the day that you intend to pay for the full amount owed on your account. This letter is in no way intended as a payoff statement for your mortgage, it merely states an amount necessary to cure the current delinquency.

ROA-74

A1

Please note, however, that your right to cure this default as referenced herein does not suspend your payment obligations. Pursuant to the terms of the Note, your **04/01/2012** installment is still due on **04/01/2012** (or if said date(s) falls on a Saturday, Sunday, or legal holiday, then on the first business day thereafter). Please disregard this notice if a payment sufficient to cure the default has already been sent.

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American Home Mortgage Servicing, Inc. would like you to be aware that if you are unable to make payments or resume payments within a reasonable period of time due to a reduction in your income resulting from a loss or reduction in your employment, you may be eligible for Homeownership Counseling. To obtain a list of HUD approved counseling agencies, please call (800) 569-4287 or by visiting http://www.hud.gov/offices/hsg/sfh/hcc/hcs.cfm. You may also contact the Homeownership Preservation Foundation's Hope hotline at (888) 995-HOPE (4673).

FILED
CLERK OF COURT
CUMBERLAND COUNTY
2012 APR 19 PM 1:18
HOPE BLANKENSHIP

Attention Servicemembers and dependents: The Federal Servicemembers' Civil Relief Act ("SCRA") and certain state laws provide important protections for you, including prohibiting foreclosure under most circumstances. If you are currently on active duty in the military service, or have been within the last nine (9) months, please notify American Home Mortgage Servicing, Inc. immediately. When contacting American Home Mortgage Servicing, Inc. as to your active duty status, please provide positive proof as to your active duty status, i.e. a copy of your active duty orders. This information is also applicable to you if you are considered a "dependent", as defined by the "SCRA", of a servicemember who is currently on active duty in the military service, or has been within the last nine (9) months. If you do not provide this information, it will be assumed that you are not entitled to protection under the above mentioned Act.

You are notified that this default and any other legal action that may occur as a result thereof may be reported to one or more local and national credit reporting agencies by American Home Mortgage Servicing, Inc. American Home Mortgage Servicing, Inc. requests that all payments be sent overnight to 1525 S. Beltline Rd. Coppell, TX 75019 or mailed to P.O. Box 660029 Dallas, TX 75266-0029. You may also send payments via Western Union: Code City-AHMSI Code State - TX. You may contact American Home Mortgage Servicing, Inc. at (877) 304-3100 should you have servicing questions regarding your account or by mail at P.O. Box 632237, Irving, TX 75063-2237. You may have options available to you to help you avoid foreclosure. Please contact American Home Mortgage Servicing, Inc.'s Loss Mitigation Department at (877) 304-3100 or by visiting www.ahmsi3.com for additional information and to see what options are available to you.

The matters discussed herein are of extreme importance. We trust you will give them appropriate attention.

Sincerely,

A1

American Home Mortgage Servicing, Inc.
P.O. Box 632237
Irving, TX 75063-2237
Phone: (877) 304-3100

To the extent your original obligation was discharged, or is subject to an automatic stay of bankruptcy under Title 11 of the United States Code, this notice is for compliance and/or informational purposes only. Additionally, if you did not sign the Note or are not otherwise personally obligated to pay this debt, this letter is being sent for informational purposes.

FILED
CLERK OF COURT
SPARTANBURG COUNTY
2012 JUL 19 PM 12:58
M. HOPE BLACKLEY

2260827946

ROA-76

American Home Mortgage Servicing Inc.,
PO Box 9092
Temecula, CA 92589-9092

2260827945

PRESORT
First-Class Mail
U.S. Postage and
Fees Paid
WSO

Send Payments to:
American Home Mortgage Servicing Inc
P.O. Box 660029
Dallas, TX 75266-0029

20120328-156

Send Correspondence to:
American Home Mortgage Servicing Inc.
P.O. Box 632237
Irving, TX 75063-2237

GEARY THOMAS DOOLY
ELEANOR S DOOLY
PO BOX 3326
SPARTANBURG, SC 29304-3326

FILED
CLERK OF COURT
SPARTANBURG COUNTY
2012 JUL 19 PM 12:58
M. HOPE BLACKLEY

OP001

ROA-77

P1

AHMSI
AMERICAN HOME MORTGAGE INC
Servicing

P.O. Box 631730
Irving, TX 75063-1730

www.ahmsi3.com

03/28/2012

GEARY THOMAS DOOLY
ELEANOR S DOOLY
PO BOX 3326
SPARTANBURG, SC 29304-3326

Loan Number: 4000479909
Property Address: 690 ZION HILL ROAD
SPARTANBURG, SC 29307

Dear GEARY THOMAS DOOLY and ELEANOR S DOOLY:

You are hereby provided formal notice by American Home Mortgage Servicing, Inc., the Servicer of the above-referenced loan, on behalf of Deutsche Bank National Trust Company, as Trustee for Argent Securities Inc., Asset-Backed Pass-Through Certificates, Series 2004-W11, the Creditor to whom the debt is owed, regarding the status of your account. You are hereby provided formal notice by the Servicer (American Home Mortgage Servicing, Inc.), as authorized by the Creditor of the above-referenced home loan that you are in default under the terms and conditions of the Note and Security Instrument (i.e. Deed of Trust, Mortgage, etc.) for failure to pay the required installments when due.

FILED
CLERK OF COURT
SPARTANBURG COUNTY
2012 JUL 19 PM 2:58
HOPE BACALES

This letter serves as further notice that American Home Mortgage Servicing, Inc. intends to enforce the provisions of the Note and Security Instrument. You must pay the full amount of the default on this loan by the thirty-fifth (35th) day from the date of this letter which is 05/02/2012 (or if said date falls on a Saturday, Sunday, or legal holiday, then on the first business day thereafter). If you do not pay the full amount of the default, our creditor may accelerate the entire sum of both principal and interest due and payable, and invoke any remedies provided for in the Note and Security Instrument, including but not limited to the foreclosure sale of the property. If you received a bankruptcy discharge which included this debt, this notice is not intended and does not constitute an attempt to collect a debt against you personally; notice provisions may be contained within your mortgage/deed of trust which require this notice prior to foreclosure.

You are hereby informed that you may have the right to "cure" or reinstate the loan after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense you may have to acceleration and sale. In the event you pay the amount set forth above in a timely fashion, but said payment is returned for insufficient funds or for any other reason, your default will not be cured. American Home Mortgage Servicing, Inc. reserves the right to accept or reject a partial payment of the total amount due without waiving its right to proceed with foreclosure

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2260827945

ROA-78

Please note, however, that your right to cure this default as referenced herein does not suspend your payment obligations. Pursuant to the terms of the Note, your **04/01/2012** installment is still due on **04/01/2012** (or if said date(s) falls on a Saturday, Sunday, or legal holiday, then on the first business day thereafter). Please disregard this notice if a payment sufficient to cure the default has already been sent.

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FILED
CLERK OF COURT
SPARTANBURG COUNTY
2012 JUN 29 PM 12:56
MHOUSE BACKUP

Attention Servicemembers and dependents: The Federal Servicemembers' Civil Relief Act ("SCRA") and certain state laws provide important protections for you, including prohibiting foreclosure under most circumstances. If you are currently on active duty in the military service, or have been within the last nine (9) months, please notify American Home Mortgage Servicing, Inc. immediately. When contacting American Home Mortgage Servicing, Inc. as to your active duty status, please provide positive proof as to your active duty status, i.e. a copy of your active duty orders. This information is also applicable to you if you are considered a "dependent", as defined by the "SCRA", of a servicemember who is currently on active duty in the military service, or has been within the last nine (9) months. If you do not provide this information, it will be assumed that you are not entitled to protection under the above mentioned Act.

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The matters discussed herein are of extreme importance. We trust you will give them appropriate attention.

Sincerely,

A1

American Home Mortgage Servicing, Inc.
P.O. Box 632237
Irving, TX 75063-2237
Phone: (877) 304-3100

To the extent your original obligation was discharged, or is subject to an automatic stay of bankruptcy under Title 11 of the United States Code, this notice is for compliance and/or informational purposes only. Additionally, if you did not sign the Note or are not otherwise personally obligated to pay this debt, this letter is being sent for informational purposes.

FILED
CLERK OF COURT
SPARTANBURG COUNTY
2012 JUL 19 PM 12:59
M. HOPE BLACKLEY

2260827945

RDA-80

A-2
5-17-12

ORIGINAL

STATE OF SOUTH CAROLINA	IN THE COURT OF COMMON PLEAS
COUNTY OF SPARTANBURG	CASE NO.: 2012-CP-42-3027
Deutsche Bank National Trust Company, as Trustee for Argent Securities Inc., Asset-Backed Pass-Through Certificates, Series 2004-W11 Alleged Plaintiff(s) vs. **Geary Thomas Dooly, Eleanor S, Dooly and United States of America** Alleged Defendants	**DEFENDANT'S COUNTER CLAIM AS ANSWER TO PLAINTIFF'S COMPLAINT NEGATING DEFENSE, & DEMAND FOR TRIAL BY JURY**

FILED
CLERK OF COURT
SPARTANBURG COUNTY
2012 AUG 17 AM 10:41
M. HOPE BLACKLEY

ALEDGED DEFENDANT'S COUNTERCLAIM AS ANSWER TO PLAINTIFF'S COMPLAINT

COMES NOW, Geary Thomas Dooly on behalf of himself and as guardian ad litem for Eleanor S. Dooly, one of the people of South Carolina, in a special limited appearance, without granting jurisdiction. Alleged Defendants (hereinafter referred to as "Defendant") denies or denies for lack of information presented all allegations, and leaves plaintiff to its proofs.

Defendant denies that Plaintiff is a holder in due course or "person entitled to enforce the instrument" pursuant to UCC 3-301. Defendant denies that alleged Plaintiff(s) (hereinafter referred to as "Plaintiff") has met the thresholds to prove lawful standing to foreclose.

ROA- 81

A2

A-2

1) There is no evidence on record of a competent witness with first-hand knowledge of the facts.

2) There is no evidence of testimony from the true Plaintiff or injured party.

3) There is no evidence of the original "wet ink" promissory note with proper endorsements together with the mortgage and ALL valid assignments attached.

4) There is no evidence that signatures on Defendant's note are authentic and that Plaintiff is a holder in due course. Defendant challenges the authenticity of signatures pursuant to UCC 3-308.

5) There is no evidence of the account and general ledger statement showing the full accounting of the alleged obligation that plaintiff is attempting to collect. Such as;

   a) FR 2046 balance sheet (OMB #'s 2046, 2049, 2099)
   b) FAS 95 Cash Flow Statements
   c) 1099 OID report
   d) CUSIP number
   e) SEC Registration # of the pooled trust
   f) FWP (free writing prospectus)

FILED
CLERK OF COURT
SPARTANBURG COUNTY
2012 AUG 17 AM 10:41
M. HOPE BLACKLEY

6) Demand is made that counsel provide proof of authority to collect this alleged debt on behalf of and under the name of Plaintiff. NOTE: It is res judicata that contracts between attorneys and their clients are not privileged information. See *Clarke v. American Commerce National Bank*:

NEVER PROVIDED

> Clarke v. American Commerce National Bank, 974 F.2d 127 (9th Cir. 1992), [T]he identity of the client, the amount of the fee, the identification of payment by case file name, and the general purpose of the work performed are usually not protected from disclosure by the attorney-client privilege. Id. at 129 (citations omitted).

NEGATING DEFENSES

1. Defendant denies that Plaintiff's action is not barred due to Accord and Satisfaction as the subject promissory note (now a security with CUSIP # 040104ME8, issuer: ARGENT

A-2

SECURITIES INC) was taken for value and consideration pursuant to UCC 3-303(b).

2. Defendant denies that Plaintiff's action is not barred for Failure of Consideration as Plaintiff has not provided sufficient evidence that it took a risk in the subject transaction and therefore cannot be the creditor or damaged party of interest.
3. Defendant denies that Plaintiff is not barred due to Fraud for masquerading as a creditor and hiring a foreclosure mill to enforce an unregistered security without proof of ownership.
4. Defendant denies that Plaintiff is not barred from this action for failure to state a claim upon which relief may be granted. There is no evidence plaintiff is a real party of interest.

WHEREFORE, Defendant demands the Plaintiff's petition be dismissed with prejudice and for fraud on the court and for all other relief to which this Court finds Defendant entitled.

COUNTERCLAIM

FILED
CLERK OF COURT
2012 AUG 17 A 10:41
M. HOPE BLACKLEY

COUNT I: DECLARATORY AND INJUNCTIVE RELIEF

1) This is an action for declaratory and injunctive relief against the Plaintiff.
2) The plaintiff has not met the thresholds of standing to foreclose and has engaged in an unlawful foreclosure
3) As evidenced by the lack of testimony from an injured party or witness with first-hand knowledge, the plaintiff's complaint is merely hearsay and of no force or effect.
4) As a proximate result of the Plaintiff's unlawful actions set forth herein, Defendants continue to suffer irreparable harm for which monetary compensation is inadequate.
5) These acts were wrongful and predatory and the acts by the plaintiff and its agents/alleged successors were intentional and deceptive.
6) There is a substantial likelihood that Defendants will prevail on the merits of their counterclaims. Expert witness for Defendant has found subject Note being currently actively

A-2

traded under CUSIP # 040104ME8 as issued by one ARGENT SECURTIES INC. Affidavit and certified true copies of proof will be provided to Plaintiff and jury.

WHEREFORE, Defendants request the Court dismiss the Plaintiff's complaint with prejudice and enter a judgment in favor of defendant for declaratory and injunctive relief.

COUNT 2: RECOUPMENT

7) Defendant unwittingly gave Plaintiff the instrument or the capital for the investor's money, and the pay-forward was done by the investors before there was ever an alleged loan in place.

8) That gives Defendant a proprietary interest in the instrument as Defendants own the securities from this pooling and servicing agreement and from the trust fund. The Defendants have a proprietary interest in the proceeds from the security, which is why the disclaimer is in CFR 433.2, establishing the fact that Plaintiff cannot be a holder, because a holder can only take it free of all defenses and claims. Plaintiff is not and cannot be holder in due course under UCC 3-305 – *Defenses and Claims in Recoupment.*"

9) Under UCC 3-305(c) an obligor is not obliged to pay the instrument if the person seeking the enforcement of the instrument does not have the rights of a holder in due course.

10) Among the claims and defenses that the Defendants have are as follows; first defense, under UCC 3-305, Defendants have a *claim in recoupment.*

11) Defendant's second claim or defense is UCC 3-306, which says Defendant has a property or possessory right in the instrument or its proceeds and has the right to rescind the negotiation of the transaction and recover the instrument or its proceeds. (Negotiation means the endorsement of the note.)

FILED
DISTRICT COURT
SPARTANBURG COUNTY
2012 AUG 17 AM 10:1
M. HOPE BLACKLEY

ROA-8F

A-2

12) Defendant has a claim in recoupment and a claim under UCC 3-306 to the proceeds and a right to rescind the negotiation. In addition, Defendant has a possessory right in the instrument or the proceeds of the *investment contract.*

13) Since Plaintiff is holding Defendant liable to a contract where Defendant was an undisclosed third party which was not subscribed to or memorialized by the Defendant, then Defendant has a right to the proceeds from the transaction. Plaintiff has no standing to foreclose on the property as it does not own the security, the Defendant does.

14) Counterclaimant (Defendant) is entitled to the following:

a. Return of the unaltered Promissory Note #0060029394-9605 (now a security)
b. Return of the known proceeds of Promissory Note #0060029394-9605 (now a security)
c. Merge accounts payable and accounts receivable according to GAAP

WHEREFORE, Defendant request the Court dismiss the Plaintiff's complaint with prejudice and enter a judgment in favor of defendant for a claim in the nature of recoupment, and such other and further relief as to the court seems proper.

FURTHERMORE, Defendant reserves the right to amend this Counterclaim as Answer as needed.

FILED
CLERK OF COURT
SPARTANBURG COUNTY
2012 AUG 17 AM 10:41
M. HOPE ACKLEY

DEMAND FOR TRIAL BY JURY

1. Defendants, as Americans, are guaranteed the Right to a trial by jury, pursuant to the Seventh Amendment of the National Constitution, and pursuant to the State Constitution.

2. Defendants, hereby claim, exercise and demand their Constitutional Right to trial by jury pursuant to both the National and State Constitutions; and further, informs this Court that trial by jury is an indispensable component of due process of law. Thus, any court which fails to provide trial by jury, fails the test of due process, has no lawful jurisdiction to hear

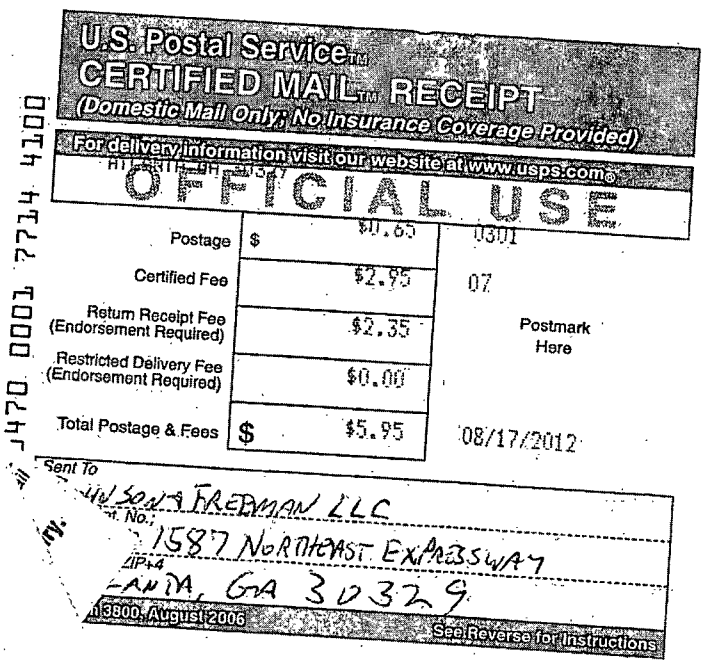
A-2

the matter in controversy, and any judgment rendered thereby is null and void, without lawful force and effect, whatsoever. **See:** *World Wide Volkswagon v. Woodsen,* 444 U.S. 286, 291; *National Bank v. Wiley,* 195 US 257; *Pennoyer v. Neff,* 95 US 714.

Date: 17th **day of July, 2012**

Geary, Thomas Dooly Adm

Without prejudice - All rights reserved.
Signed reserving all my rights at UCC 1-207 & 1-308
Geary Thomas Dooly
c/o Post Office Box 3326
Spartanburg, South Carolina [29304]



FILED
CLERK OF COURT
SPARTANBURG COUNTY
2012 AUG 17 AM 10:41
M. HOPE BLACKLEY

ROA-86

A#3
9-28-12

ORIGINAL

STATE OF SOUTH CAROLINA	IN THE COURT OF COMMON PLEAS
COUNTY OF SPARTANBURG	CASE NO.: 2012-CP-42-3027
Deutsche Bank National Trust Company, as Trustee for Argent Securities Inc., Asset-Backed Pass-Through Certificates, Series 2004-W11 Alleged Plaintiff(s) vs.	**DEFENDANT'S RESPONSE TO PLAINTIFF'S REPLY TO COUNTERCLAIM AS ANSWER**
Geary Thomas Dooly, Eleanor S, Dooly and United States of America Alleged Defendants	

EXHIBIT #1
CLAYTON CHERRY

ALEDGED DEFENDANT'S RESPONSE TO PLAINTIFF'S "REPLY TO ANSWER AS COUNTERCLAIM"

COMES NOW, Geary Thomas Dooly, Pro Se Vivus, on behalf of himself and as guardian ad litem for Eleanor S. Dooly, Pro Se Vivus, one of the people of South Carolina, in a special limited appearance, without granting jurisdiction. Alleged Defendants (hereinafter referred to as "Defendant") prays to correct the record, in that, the Title Caption of Defendant's filing in response to Plaintiff's "COMPLAINT NON-JURY MORTGAGE FORECLOSURE Deficiency Judgment Demanded" was NOT an "ANSWER AND COUNTERCLAIM", but was correctly, "DEFENDANT'S COUNTERCLAIM AS ANSWER TO PLAINTIFF'S COMPLAINT NEGATING DEFENSE, &

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DEMAND FOR TRIAL BY JURY". Note specifically, it is a "COUNTERCLAIM" as "ANSWER". Therefore Defendant states this RESPONSE to said REPLY as follows:

DEFENDANT'S FIRST RESPONSE

Plaintiff fails to address the second paragraph of page 1 that states "Defendant denies that Plaintiff is a holder in due course or 'person entitled to enforce the instrument' pursuant to 3-301 [Exhibit 2]. Defendant denies that Alleged Plaintiff(s) (hereinafter referred to as "plaintiff") has met the thresholds to prove lawful standing to foreclose." This stated claim based on UCC 3-301, [Exhibit 2] unless Plaintiff can prove lawful standing to foreclose, demands that relief be granted as requested in the last sentence of COUNT 1 that says, "WHEREFORE, Defendant request the Court dismiss the Plaintiff's complaint with prejudice and enter a judgment for declaratory and injunctive relief." which is primarily based on what UCC 3-301[Exhibit 2] says, and I quote, " **"Person entitled to enforce"** an instrument means (i) the holder of the instrument, (ii) a nonholder in possession of the instrument who has the rights of a holder, or (iii) a person not in possession of the instrument who is entitled to enforce the instrument pursuant to Section UCC 3-309 [Exhibit 2]or UCC 3-418(d) [Exhibit 2]." Of course, Defendant, and Plaintiff, and Plaintiff's agents and Attorneys know that the instrument is currently traded on the open market under CUSIP #040104ME8 and could NOT be in possession of the Plaintiff, which can be verified by the Plaintiff and/or Plaintiff's Attorney. Defendant demands to see the wet ink original of the instrument(s) so as to examine both front and back and for proof of possession.

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DEFENDANT'S SECOND RESPONSE

In Plaintiff's FIRST DEFENSE, it states, "....denies each and every allegation of the Defendant's Counterclaim not hereinafter specifically admitted." Such denial of these first six (6) paragraphs beginning on page 2 cannot be made in lieu of the fact that Defendant has given Plaintiff the exact CUSIP number under which the instrument in currently being traded (see #6 of COUNTERCLAIM, COUNT I) thus making it IMPOSSIBLE for Plaintiff to be "holder of the instrument" as required by UCC 3-301[Exhibit 2]. The Attorney could have verified such, and the Plaintiff surely already has knowledge of such NON-possession, thus making it known to all that the threshold has NOT been met to be a "Person entitled to enforce ". THEREFORE, Plaintiff's FIRST DEFENSE of denial is a blatantly false statement and act of bad faith. Therefore, Defendant responds the six paragraphs on page 2 of Defendant's COUNTERCLAIM AS ANSWER that plaintiff categorically denies as follows:

Paragraph 1 of 6 being denied: Defendant stated:, "There is no evidence on record of a competent witness with first-hand knowledge of the facts." It is ludicrous to deny this statement in that there is no such in the filings. Everything is hearsay and second/third hand information that is brought forth, therefore #1 cannot be denied by Plaintiff in good faith.

Paragraph 2 of 6 being denied: Defendant stated: "There is no evidence of testimony from the true Plaintiff or injured party." Defendant Responds: Filings offer no such evidence of testimony, therefore, #2 cannot be denied by Plaintiff in good faith.

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Paragraph 3 of 6 being denied: Defendant stated: " There is no evidence of the original "wet ink" promissory note with proper endorsements together with the mortgage and ALL valid assignments

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attached." Defendant Responds: There is no such evidence presented in filings, therefore #3 cannot be denied by Plaintiff in good faith.

Paragraph 4 of 6 being denied: Defendant stated: "There is no evidence that signatures on Defendant's note are authentic and that Plaintiff is a holder in due course. Defendant challenges the authenticity of signatures pursuant to UCC 3-308[Exhibit2]." Defendant Responds: There is no such evidence presented in filings, therefore #4 cannot be denied by Plaintiff in good faith.

Paragraph 5 of 6 being denied: Defendant stated: "There is no evidence of the account and general ledger statement showing the full accounting of the alleged obligation that plaintiff is attempting to collect. Such as;

a) FR 2046 balance sheet (OMB #'s 2046, 2049, 2099)
b) FAS 95 Cash Flow Statements
c) 1099 OID report
d) CUSIP number
e) SEC Registration # of the pooled trust
f) FWP (free writing prospectus)

Defendant responds: "There is no such evidence presented in filings, therefore #5 cannot be denied by Plaintiff in good faith.

Paragraph 6 of 6 being denied: Defendant stated: "Demand is made that counsel provide proof of authority to collect this alleged debt on behalf of and under the name of Plaintiff. NOTE: It is res judicata that contracts between attorneys and their clients are not privileged information. See *Clarke v. American Commerce National Bank*:

Clarke v. American Commerce National Bank, 974 F.2d 127 (9th Cir. 1992), [T]he identity of the client, the amount of the fee, the identification of payment by case file name, and the general purpose of the work performed are usually not protected from disclosure by the attorney-client privilege. Id. ¶9129

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(citations omitted). Defendant Responds: This is a "Demand for Proof" and is NOT an allegation to be denied, therefore #6 cannot be denied by Plaintiff in good faith.

DEFENDANT'S THIRD RESPONSE

In Plaintiff's SECOND DEFENSE, it states, "Defendants' Counter fails to state a claim upon which relief can be granted." This cannot be true in lieu of what has been detailed in Defendant's SECOND RESPONSE immediately above wherein Defendant states UCC 3-301[Exhibit 2] and details where Plaintiff is not a "Person entitled to enforce". Defendant further states claims upon which relief can be granted in other area of the COUNTERCLAIM AS ANSWER.

DEFENDANT'S FOURTH RESPONSE

In Plaintiff's THIRD DEFENSE, it states, "Defendants should be denied any equitable relief sought as they have an adequate remedy at law." Unless Plaintiff can prove otherwise by proving to be a "Person entitled to enforce", then Plaintiff is committing BAD FAITH Fraud for masquerading as a creditor while trying to enforce an instrument for which they are not entitled to do so, therefore not only would equitable relief be granted but could be multiplied 3 times due to fraud. No such proof was given in the initial Complaint, nor in subsequent filing.

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DEFENDANT'S FIFTH RESPONSE

In Plaintiff's FOURTH DEFENSE, it states, "Defendants should not be permitted to seek equity from this Court under the doctrine of unclean hands and the equitable maxim that he who would have equity must do equity and must give effect to all equitable rights of the other party." Defendant DOES have equity herein, in that, the signature(s) on subject instruments are those of the Defendants and NONE OTHER, and those very documents were, in fact monetized by the alleged lender for at least the full equity of subject loans/notes/mortgage such that the alleged Lender has no equity whatsoever. Defendant demands that the Plaintiff bring forth proof that any of their equity, money, or credit was given to this loan/note/mortgage. To the contrary, the Defendant signature is the credit/equity.

DEFENDANT'S SIXTH RESPONSE

In Plaintiff's FIFTH DEFENSE, it states, "Plaintiff asserts that Defendants are in breach of their contract and have not complied with specific terms of the contract" Defendant responds: The alleged "contract" has only one signature, that signature of the defendants, and not those of the Plaintiff or the alleged Lender as stated on subject mortgage as Argent Mortgage Company, LLC therefore cannot be a "contract" between two parties. FURTHERMORE, Argent Mortgage Company, LLC is no where shown as a "Lending Institution" in the State of South Carolina. Defendant demands proof that Argent Mortgage was at the time of the creation of subject mortgage, in fact, a "Lending institution".

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DEFENDANT'S SEVENTH RESPONSE

In Plaintiff's SIXTH DEFENSE, it states, "Plaintiff asserts the defense of statute of limitations, laches, waiver, estoppels, recoupment, and setoff." This is a general assertion with no evidence or detail as to any specific cause thereby robbing the Defendant of the basis to rebut. Defense denied.

DEFENDANT'S EIGHTH RESPONSE

In Plaintiff's SEVENTH DEFENSE, it states, "Plaintiff asserts the defense that it has conformed in good faith with all rules, regulations, and interpretations applicable to Defendants' allegations in this case." This assertion is far from the truth or fact, in that:

1. No evidence has been brought forth that to establish holder in due course.

2. Plaintiff has failed to honor in good faith that Plaintiff does NOT, in fact hold the instruments upon which it brings this action.

3. Plaintiff has failed to verify evidence of the CUSIP number and current trading of subject instrument.

Seventh Defense denied.

DEFENDANT'S NINTH RESPONSE

In Plaintiff's EIGHTH DEFENSE, it states, "Plaintiff asserts the defense that Defendants have failed to tender or remit the amounts due under the Note." Defendant and Plaintiff, and Plaintiff Attorney(s) ALL have knowledge that the "Note" spoken of here is NOT in possession of the Plaintiff, but has been sold, and is currently being traded on the open market under CUSIP #040104ME8 as issued by one ARGENT SECURITIES INC, therefore, Plaintiff is not entitled to enforce the instrument nor have any right to any amount to be tendered. Eighth Defense denied.

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DEFENDANT'S TENTH RESPONSE

In Plaintiff's NINTH DEFENSE, it states, "Plaintiff asserts the defense of Statute of Frauds as applicable to contracts regarding the sale of land." Defendant Response: A general assertion with no statement of fact supporting the assertion thus robbing the Defendant of basis to rebut. Ninth Defense denied.

DEFENDANT'S ELEVENTH RESPONSE

In Plaintiff's TENTH DEFENSE, it states, "Each and every allegation of the Counterclaim not specifically admitted, modified or explained is denied and strict proof is demanded. Plaintiff responds to each of these specifically enumerated paragraphs in Defendants' Answer and Counterclaims [Defendant's note: This should be correctly stated as Counterclaim as Answer], as follows:

NEGATING DEFENSES (Reference Paragraph 1) Plaintiff denies the allegation contained within Paragraphs 1,2,3 and 4 of Defendants' Negating Defenses in the Counterclaim, and demands strict proof thereof.

Subject "denied" paragraph 1 of 4 states, "Defendant denies that Plaintiff's action is not barred due to Accord and Satisfaction as the subject promissory note (now a security with CUSIP #040104ME8, issuer: ARGENT SECURITIES INC) was taken for value and consideration pursuant to UCC 3-303(b) [Exhibit 2]." Defendant response: As specific proof as requested by Plaintiff, Defendant attaches EXHIBIT 1 (it contains an affidavit and 5 exhibits of computer screen shots) which is an affidavit of an expert in the field of "securitization of mortgage loans, and derivatives" namely Mr. Clayton Cherry as a Certified Mortgage Securitization Auditor. Mr. Cherry, is a licensed subscriber through the Bloomberg Terminal and uses licensed software (Bloomberg LP) to perform current financial audits and examinations. In this affidavit of his audit/examination Mr. Cherry identifies the

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exact Loan Number (0060029394) as relates to subject instrument as being currently traded. In fact, "currently there are a total (8) Active Classes....". Mr. Cherry, states, "I found Geary Thomas Dooly & Eleanor S. Dolly's Loan Number 0060029394 which was split apart separating the mortgage from the note." This is in strict violation of Paragraph 20 "Sale of Note; Change of Loan Servicer; Notice of Grievance" of subject Mortgage Document, that says, in part, "The Note or a partial interest in the Note (**together with this Security Instrument**)[bold added] can be sold one or more times...." Specifically, the Note and Mortgage must remain "together", yet they have been "separated". The plaintiff was given the CUSIP Number, however instead of verifying, the Plaintiff falsely denies the facts in bad faith. This Exhibit alone proves that plaintiff is NOT holder in due course, has NO right to masquerade as the creditor, Plaintiff has violated Paragraph 20 of the Mortgage by bifurcating the Mortgage and Note, Plaintiff has no standing in instant case, and that the Court should rule in favor of the Defendant to have this case dismissed without prejudice. Defense denied.

Subject "denied" paragraph 2 of 4 states, "Defendant denies that Plaintiff's action is not barred for Failure of Consideration as Plaintiff has not provided sufficient evidence that it took a risk in the subject transaction and therefore cannot be the creditor or damaged party of interest." Defendant response: This cannot, in good faith, be denied, in that, Plaintiff has knowledge as shown in the sale/trading of subject Note, wherein the "Bank" monetized the Note to create funds to fund an alleged loan with the equity of the signatures of the Defendants which are the true Creditors. The Plaintiff has NO equity in subject Note or Mortgage, and has offered no proof. Furthermore, subject Note has been sold into trading without approval of the signatory of the Note and without any remuneration from such sale. Defendant demands to see all accounting records supporting the allegation that Plaintiff has risk. Defense denied.

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Subject "denied"paragraph 3 of 4 states, "Defendant denies that Plaintiff is not barred due to Fraud for masquerading as a creditor and hiring a foreclosure mill to enforce an unregistered security without proof of ownership." Defendant Response: Not only did the Plaintiff NOT offer any proof being holder in due course, but failed to respond to the information given to Plaintiff by Defendant in respect to fact that subject Note is CURRENTLY being traded on the open market via CUSIP #040104ME8 which clearly indicates that Plaintiff cannot hold subject Note. Defense denied.

Subject "denied"paragraph 4 of 4 states, " Defendant denies that Plaintiff is not barred from this action for failure to state a claim upon which relief may be granted." Defendant response: There is no evidence plaintiff is a real party of interest. Plaintiff has not offered one bit of proof, or statement re being a "real party of interest", but has blatantly barged forward with foreclosure on a Note that they have no interest, equity, anything at risk. Defense denied.

COUNTERCLAIMS (Count I: Declaratory and Injunctive Relief) (Reference Paragraph 2)

Plaintiff denies the allegations contained within Paragraphs 1, 2, 3, 4, 5 and 6 of Count I of Defendants' Counterclaim, and demands strict proof thereof. Therefore, Defendant responds as follows:

Subject "denied"paragraph 1: Defendant stated:"This is an action for declaratory and injunctive relief against the Plaintiff." Defendant responds: Action is, in fact, an action for declaratory and injunctive relief, therefore #1 cannot be denied by Plaintiff in good faith.

Subject "denied"paragraph 2: Defendant stated: "The Plaintiff has not met the thresholds of standing to foreclose and has engaged in an unlawful foreclosure." Defendant responds: Plaintiff has made no effort to establish standing and has, in bad faith, ignored presented evidence that subject Note

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of the foreclosure. This evidence is fatal to standing of the Plaintiff, therefore #2 cannot be denied by Plaintiff in good faith.

Subject "denied"paragraph 3: Defendant stated: "As evidenced by lack of testimony from an injured party or witness with first-hand knowledge, the Plaintiff's Complaint is merely hearsay and of no force or effect." Defendant responds: Examination of the filings shows that there is no such testimony from an injured party or witness with first-hand knowledge, therefore #3 cannot be denied by Plaintiff in good faith.

Subject "denied"paragraph 4: Defendant stated: As a proximate result of the Plaintiff's unlawful actions set forth herein, Defendants continue to suffer irreparable harm for which monetary compensation is inadequate." Defendant responds: With unlawful actions being brought to the attention of both Plaintiff and Attorneys it is obvious that this statement is fact, therefore #4 cannot be denied by Plaintiff in good faith.

Subject "denied"paragraph 5: Defendant stated: These act were wrongful and predatory and the acts by the Plaintiff and its agents/alleged successors were intentional and deceptive." Defendant responds: This can only be denied if Plaintiff can disprove established facts which certainly cannot be done, therefore #5 cannot be denied by Plaintiff in good faith.

Subject "denied"paragraph 6: Defendant states: "There is substantial likelihood that Defendant will prevail on the merits of their counterclaims Expert witness for Defendant has found subject Note being currently actively traded under CUSIP #040104ME8 as issued by ARGENT SECURITIES INC. Affidavit and certified true copies of proof will be presented to Plaintiff and

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jury." Defendant responds: By denying this paragraph, Plaintiff and Plaintiff Agents, a Plaintiff's Attorney displays blatant bad faith in the refusal to simply verify the validity of such of the statement, and to just simply deny something that the Plaintiff has common prior knowledge of, even before Defendant presented the exact CUSIP Number, therefore #6 cannot be denied by Plaintiff in good faith, and to do so is a blatant display of bad faith.

WHEREFORE, Defendant demands the Plaintiff's petition be dismissed with prejudice and for fraud on the court and for all other relief to which this Court finds Defendant entitled.

Continuing with Plaintiff's TENTH DEFENSE, Paragraph 3, under heading

"COUNTERCLAIMS Count II: Recoupment)

"Plaintiff denies the allegations contained within Paragraphs 7, 8, 9, 10, 11, 12, 13, and 14 (a)(b)(c), of Count II of Defendants' Counterclaim, and demands strict proof thereof."

Defendant's responds paragraph by paragraph as follows:

Subject "denied" paragraph 7: Defendant stated: "Defendant unwittingly gave Plaintiff the instrument or the capital for the investor's money, and the pay-forward was done by the investors before there was ever an alleged loan in place." Defendant responds: This is normal operating practice by any such activity with instruments as created in this instance, wherein Defendant's signature is taken a credit upon which to fund the transaction. This has been proven to be the case many times during recent years, therefore with the Plaintiff having such knowledge, #7 cannot be denied by Plaintiff in good faith.

Subject "denied" paragraph 8: Defendant stated: "That gives Defendant a proprietary interest in the instrument as Defendants own the securities from this pooling and servicing agreement

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and from the trust fund. The Defendants have a proprietary interest in the proceeds from the security, which is why the disclaimer is in CFR 433.2, establishing the fact that Plaintiff cannot be a holder, because a holder can only take it free of all defenses and claims. Plaintiff is not and cannot be holder in due course under UCC 3-305 **[Exhibit 2]**– *Defenses and Claims in Recoupment*." Defendant responds: This statement is pure truth and has no room for denial with Plaintiff's knowledge of the undeniable facts, therefore #8 cannot be denied by Plaintiff in good faith.

Subject "denied"paragraph 9: Defendant stated: "Under UCC 3-305(c) **[Exhibit 2]** an obligor is not obliged to pay the instrument if the person seeking the enforcement of the instrument does not have the rights of a holder in due course." Defendant responds: This again is an absolute truth statement that cannot be challenged in good faith. The Plaintiff in denial is showing a blatant act of bad faith, therefore #9 cannot be denied by Plaintiff in good faith.

Subject "denied"paragraph 10: Defendant stated: "Among the claims and defenses that the Defendants have are as follows; first defense, under UCC 3-305 **[Exhibit 2]**, Defendants have a *claim in recoupment."* Defendant responds: By simply reading UCC 3-305 **[Exhibit 2]** Plaintiff would be aware of this statement being fact, and therefore #10 cannot be denied by Plaintiff in good faith.

Subject "denied"paragraph 11: Defendant stated: "Defendant's second claim or defense is UCC 3-306 **[Exhibit 2]**, which says Defendant has a property or possessory right in the instrument or its proceeds and has the right to rescind the negotiation of the transaction and recover the instrument or its proceeds. (Negotiation means the endorsement of the note.)" Defendant responds: Again by reading UCC 3-306 **[Exhibit 2]** it is clear that statement 11 is truth and fact, therefore #11 cannot be denied by Plaintiff in good faith.

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Subject "denied"paragraph 12: Defendant stated: "Defendant has a claim in recoupment and a claim under UCC 3-306 **[Exhibit 2]** to the proceeds and a right to rescind the negotiation. In addition, Defendant has a possessory right in the instrument or the proceeds of the *investment contract."* Defendant responds: The facts stated in #12 are clear and factual upon reading 3-306 **[Exhibit 2]** in view of the fact presented to Plaintiff and Plaintiff prior knowledge of the facts as relates to the instruments related to this Case, therefore # 12 cannot be denied by Plaintiff in good faith.

Subject "denied"paragraph 13: Defendant stated: "Since Plaintiff is holding Defendant liable to a contract where Defendant was an undisclosed third party which was not subscribed to or memorialized by the Defendant, then Defendant has a right to the proceeds from the transaction. Plaintiff has no standing to foreclose on the property as it does not own the security, the Defendant does." Defendant responds: Since Plaintiff shows no proof that Defendant was made aware of the trading of the security of Defendants signature(s), it is apparent that Plaintiff has no such proof, and since the Defendant knows that no such trading and approval has been brought forward to his attention, this statement is fact and should be known to be so by the Plaintiff, however. Plaintiff simply denies in bad faith, therefore #13 cannot be denied by Plaintiff in good faith.

Subject "denied"paragraph 13: Defendant stated: "Counterclaimant (Defendant) is entitled to the following:

a. Return of the unaltered Promissory Note #0060029394-9605 (now a security)

b. Return of the known proceeds of Promissory Note #0060029394-9605 (now a security)

c. Merge accounts payable and accounts receivable according to GAAP"
Defendant responds: If the Plaintiff ignores the facts presented, ignores the guidelines of UCC**[Exhibit 2]** , and ignores Plaintiff's prior knowledge of the facts in reference to the instruments associated in this foreclosure, then Plaintiff could deny #13, but only in bad faith.

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Plaintiff continues in blatant denial in Plaintiff's paragraph 4, and under the heading DEMAND FOR TRIAL by stating" Plaintiff denies the allegations contained within Paragraphs 1 and 2 of Defendants' Counterclaim and Demand for Trial by Jury, and demands strict proof thereof."

Defendant stated in the 2 Paragraphs as follows:

1. Defendants, as Americans, are guaranteed the Right to a trial by jury, pursuant to the Seventh Amendment of the National Constitution, and pursuant to the State Constitution.

2. Defendants, hereby claim, exercise and demand their Constitutional Right to trial by jury pursuant to both the National and State Constitutions; and further, informs this Court that trial by jury is an indispensable component of due process of law. Thus, any court which fails to provide trial by jury, fails the test of due process, has no lawful jurisdiction to hear the matter in controversy, and any judgment rendered thereby is null and void, without lawful force and effect, whatsoever. See: *World Wide Volkswagon v. Woodsen,* 444 U.S. 286, 291; *National Bank v. Wiley,* 195 US 257; *Pennoyer v. Neff,* 95 US 714.

Defendant responds: This final denial of Plaintiff is a grand display of bad faith by denying paragraphs 1 and 2 in that #1 is a paraphrased quote from National and State Constitutions. And paragraph 2 is Defendant's claim their Constitutional right, and quotes from a case history in relation to rights. To deny such clearly shows that the Plaintiff is simply denying everything in bad faith without regard for TRUTH or FACT, therefore, finally, these 2 paragraphs cannot be denied by Plaintiff in good faith, and is a final act of numerous bad fact acts by Plaintiff, Plaintiff's Agent(s), and Plaintiff's Attorney(s).

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WHEREFORE, Defendant request the Court dismiss the Plaintiff's complaint with prejudice and enter a judgment in favor of defendant for a claim in the nature of recoupment, and such other and further relief as to the court seems proper.

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FURTHERMORE, Defendant reserves the right to amend this Response as needed.

Date: 28th **day of September, 2012**

Geary - Thomas : Dooly, Pro Se Vivus

Without prejudice - All rights reserved.
Signed reserving all my rights at UCC 1-207 **[Exhibit 2]** & 1-308 **[Exhibit 2]**
Geary Thomas Dooly, Pro Se Vivus
c/o Post Office Box 3326
Spartanburg, South Carolina [29304]

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PROOF OF SERVICE:

I, Geary Thomas Dooly, certify that, I have served all parties a true and correct copy of this document on this 28th day of September 2012 by sending it certified mail via United States Postal Service to all parties as follows:

JOHNSON & FREEDMAN, LLC
1587 Northeast Expressway
Atlanta, GA 30329

Geary Thomas Dooly, Pro Se Vivus

Geary Thomas Dooly, Pro Se Vivus

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EXHIBIT #1
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Geary Thomas Dooly & Eleanor S. Dooly;
Property Located:
690 Zion Hill Road
Spartanburg, South Carolina 29307

AFFIDAVIT OF CLAYTON CHERRY

I, CLAYTON CHERRY, hereby declare and state:

1. I am over twenty-one years of age, a citizen of the United States in the State of Illinois. I have full personal knowledge of the facts contained herein under penalty of perjury that the facts stated herein are true, correct and complete. The undersigned believes them to be true and admissible as evidence in court of law and if called upon as a witness I am competent to testify thereto under the laws of the State of South Carolina.

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QUALIFICATIONS

2. In 2006, I began studying mortgage securitization and became a Certified Mortgage Securitization Auditor in the State of Illinois. In 2011 I became a certified and licensed subscriber through the Bloomberg Terminal, where users can monitor and analyze real-time financial market data movements. I use specialty, licensed software (Bloomberg LP). Bloomberg provides numerous financial software tools, data services and news to financial companies and organizations around the world through the terminal via its Bloomberg Professional Service. This permits Investors/Certificate Holders and licensed users to access any named "Trust-Entity". I can see each Mortgage Note that is held inside the "Trust-Entity", and I can see its current status in real time. I have the knowledge and experience to perform these searches with reliable accuracy.

3. I have undergone the recommended training and I voluntarily engage in continuing education with Bloomberg, both online and at the Bloomberg Chicago facility to stay abreast of Bloomberg Professional Service's latest developments. I have the requisite knowledge and the trained ability to navigate and perform effective searches on the Bloomberg Terminal in regards to automatic tracking and determination of Security Instruments or Securities. I have personal knowledge of the information retrieved from the terminals and experience to render opinions in the topic areas related to securitization of mortgage loans, and derivatives. I am available for court appearances, in person, or via telephone 1(630) 768-8383 for further clarification or explanation of the information provided herein.

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FACTS

4. On July 21, 2012, I personally investigated the documents of the Mortgage/ Security Instrument and Note provided by Geary Thomas Dooly & Eleanor S. Dooly ("The Mortgagor") with regard to the Subject Property,

5. I have no interest in the property located at 690 Zion Hill Road. Spartanburg, South Carolina 29307, ("the Subject Property") and no connection, financial or otherwise, with any of the parties to this case, other than me providing the Bloomberg related data discussed herein. The contents of this report are factual, but it is provided for information purposes only and is not to be construed as legal advice.

6. On August 3, 2012, I researched the Bloomberg Database at the request of Geary Thomas Dooly & Eleanor S. Dooly whose property address is noted herein above.

7. Based on the information I have received, Geary Thomas Dooly & Eleanor S. Dooly signed a Mortgage/Security Instrument and a Note with **"Argent Securities Inc."** in the **Amount** of $152,800 on July 30, 2004 with **Loan Number:** 0060029394.

8. The Bloomberg Database tracked **Loan Number:** 0060029394 and was identified in Trust named **ARSI 2004-W11** and is attached hereto as **Exhibit "A"** (Highlighted in the red areas of the screenshot), this exhibit shows the **Original Loan Number:** 0060029394 **Original Loan Amount:** $152,800 **Interest Rate:** 7.25% **Type Loan:** Fixed **Status:** Current **Zip Code:** 29307.

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9. Pursuant to my research, I found Geary Thomas Dooly & Eleanor S. Dooly's **Loan Number:** 0060029394 which was split apart separating the mortgage from the note. Also, I found the note was deposited separately into multiple classes of the **ARSI 2004-W11** Trust. See **Exhibit "B"** (highlighted in the red areas of the screenshot), this exhibit shows there are a total of (19) Classes/Tranches at this time divided into their multiple CUSIP Numbers. CUSIP is a 9-character Alphanumeric Code identifying any North American Security for the purpose to facilitating clearings and settlement of trades of the Classes. Geary Thomas Dooly & Eleanor S. Dooly's note has been placed into (18) Classes out of the (19) Classes. Currently there are a total (8) Active Classes of the (19) Classes, also there are a total of (10) Classes Paid Down/Paid Off of the (19) Classes.

10. During my research in one of the Active Classes, I selected the **CUSIP #** 040104ME8 in the **ARSI 2004-W11** Trust, attached hereto as **Exhibit "C"** (highlighted in the red areas of the screenshot), Security Description currently shows pay outs to the Certificate Holders with monthly dates with payments in interest, coupon rate and principal payments which are paid out in the order of the maturity date.

11. The accurate identification of **Loan Number:** 0060029394 in the **ARSI 2004-W11** Trust was based on the following Information that the Bloomberg Database provided to which corresponds exactly with Geary Thomas Dooly & Eleanor S. Dooly's documentation attached hereto as Exhibit **"D"** (highlighted in the red areas of screenshot), this exhibit shows the following "Active Loan Details" **Original Loan Number:** 0060029394 **Original Loan Amount:** $152,800 **Interest Rate:** 7.25% **Type Loan:** Fixed **Zip Code:** 29307, which continues to show active status.

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12. Bloomberg Database searched information on loans which have been liquidated and deleted from the **ARSI 2004-W11** Trust, in the event that the Trust-Entity suffered any loss or injury. See Exhibit **"E"** (highlighted in the red areas of the screenshot), this Exhibit shows that neither Geary Thomas Dooly & Eleanor S. Dooly's **Loan Number:** 0060029394 and the **Original Loan Amount:** $152,800 has not been liquidated out of the trust.

CONCLUSION

13. The fact that Geary Thomas Dooly & Eleanor S. Dooly's alleged note has been identified as collateral for an "Actively Trading Asset" which is currently performing as a basis for the Certificate Holders of the trust with monthly pay outs that shows current to date, this leads me to question the accuracy of any claims that this loan is in default. Geary Thomas Dooly & Eleanor S. Dooly's alleged loan is currently active with the **Current Balance of** $137,774 Geary Thomas Dooly & Eleanor S. Dooly's alleged loan continues to be paid down as it remains in the Trust. Therefore the Trust-Entity has not suffered any loss or damage from the loan herein.

Further affiant sayeth not.

By: Clayton Cherry
Clayton Cherry
Certified Mortgage Securitization Auditor/Bloomberg Specialist

8/31/12
Date

Clayton Cherry
Clayton Cherry

Signed and sworn to before me, a Notary Public for and in the County of Will State of Illinois on this 31st day of August, 2012.

Notary Public

My Commission expires 11/01/2014

OFFICIAL SEAL
TIFFANY GRAHAM
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:11/01/14

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ROA-108

Original Loan Amout

Exhibit "A"

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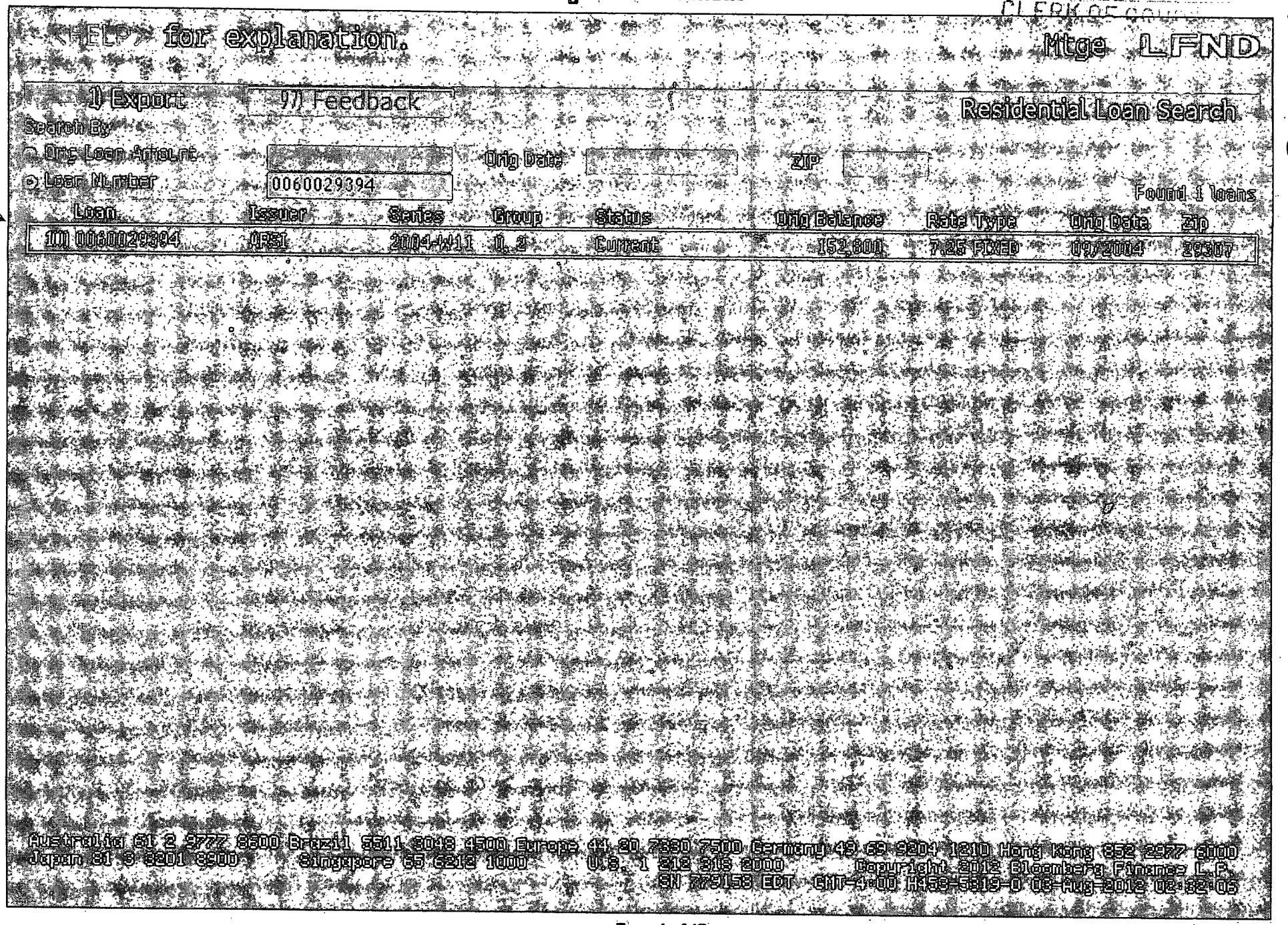

Exhibit "B"

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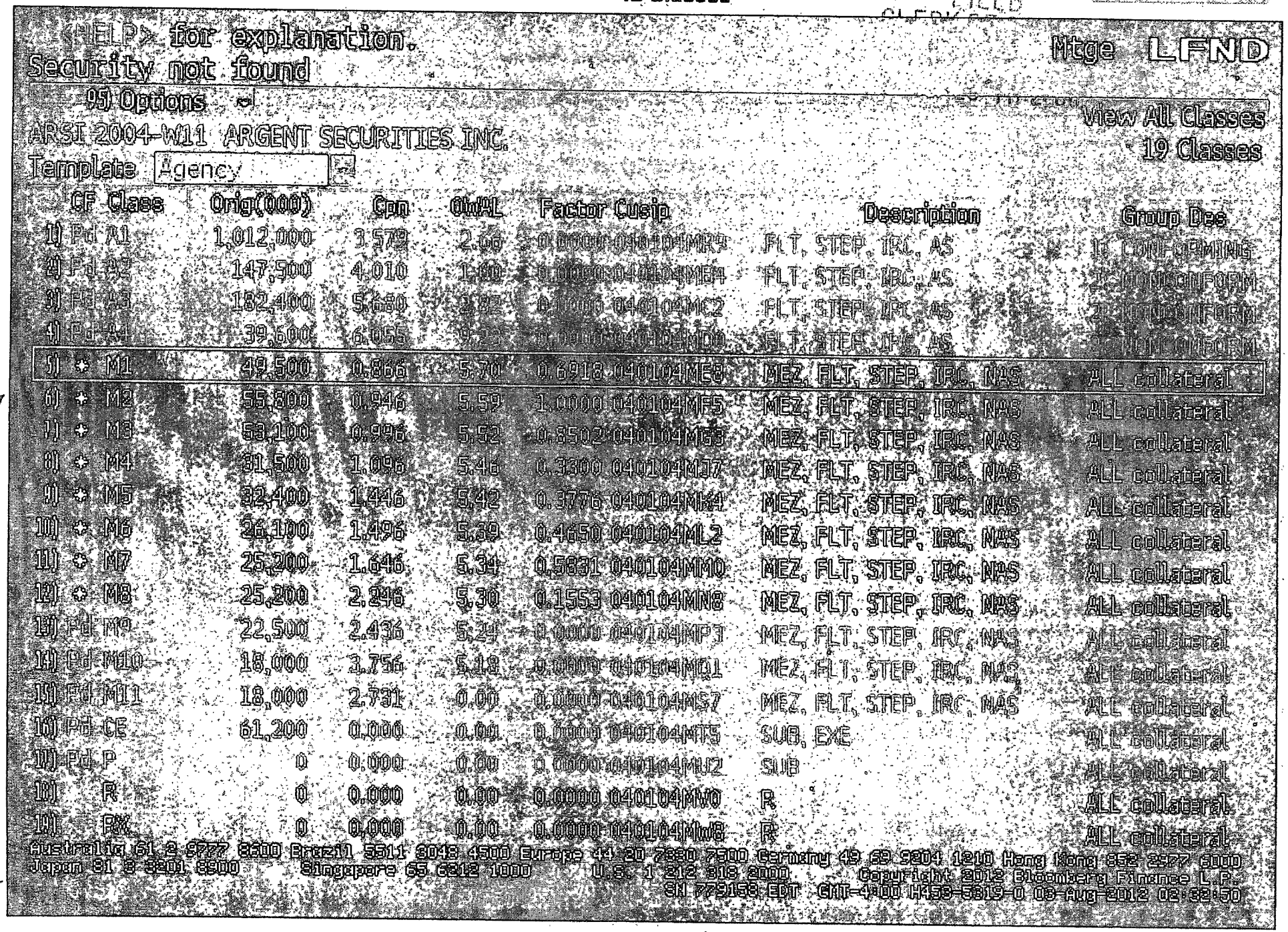

<HELP> for explanation. Mtge LFND

Security not found

95) Options

ARSI 2004-W11 ARGENT SECURITIES INC.

View All Classes

19 Classes

Template Agency

	CF Class	Orig(000)	Con	WAL	Factor Cusip	Description	Group Des
1)	Pd A1	1,012,000	3.573	2.00	0.0000 040104MR9	FLT, STEP, IRC, AS	1) CONFORMING
2)	Pd A2	147,500	4.010	1.60	0.0000 040104MS7	FLT, STEP, IRC, AS	2) NONCONFORM
3)	Pd A3	182,400	5.680	3.82	0.0000 040104MC2	FLT, STEP, IRC, AS	2) NONCONFORM
4)	Pd A4	39,600	6.055	9.73	0.0000 040104MD0	FLT, STEP, IRC, AS	2) NONCONFORM
5)	* M1	49,500	0.866	5.70	0.6918 040104ME8	MEZ, FLT, STEP, IRC, NAS	ALL collateral
6)	* M2	55,800	0.946	5.59	1.0000 040104MF5	MEZ, FLT, STEP, IRC, NAS	ALL collateral
7)	* M3	53,100	0.996	5.52	0.8502 040104MG3	MEZ, FLT, STEP, IRC, NAS	ALL collateral
8)	* M4	31,500	1.096	5.46	0.3300 040104MJ7	MEZ, FLT, STEP, IRC, NAS	ALL collateral
9)	* M5	32,400	1.446	5.42	0.3778 040104MK4	MEZ, FLT, STEP, IRC, NAS	ALL collateral
10)	* M6	26,100	1.496	5.39	0.4650 040104ML2	MEZ, FLT, STEP, IRC, NAS	ALL collateral
11)	* M7	25,200	1.646	5.34	0.5831 040104MM0	MEZ, FLT, STEP, IRC, NAS	ALL collateral
12)	* M8	25,200	2.246	5.30	0.1553 040104MN8	MEZ, FLT, STEP, IRC, NAS	ALL collateral
13)	Pd M9	22,500	2.436	5.24	0.0000 040104MP3	MEZ, FLT, STEP, IRC, NAS	ALL collateral
14)	Pd M10	18,000	3.756	5.18	0.0000 040104MQ1	MEZ, FLT, STEP, IRC, NAS	ALL collateral
15)	Pd M11	18,000	2.731	0.00	0.0000 040104MS7	MEZ, FLT, STEP, IRC, NAS	ALL collateral
16)	Pd CE	61,200	0.000	0.00	0.0000 040104MT5	SUB, EXE	ALL collateral
17)	Pd P	0	0.000	0.00	0.0000 040104MU2	SUB	ALL collateral
18)	R	0	0.000	0.00	0.0000 040104MV0	R	ALL collateral
19)	R%	0	0.000	0.00	0.0000 040104MW8	R	ALL collateral

Australia 61 2 9777 8600 Brazil 5511 3048 4500 Europe 44 20 7330 7500 Germany 49 69 9204 1210 Hong Kong 852 2977 6000
Japan 81 3 3201 8900 Singapore 65 6212 1000 U.S. 1 212 318 2000 Copyright: 2012 Bloomberg Finance L.P.
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Exhibit "C"

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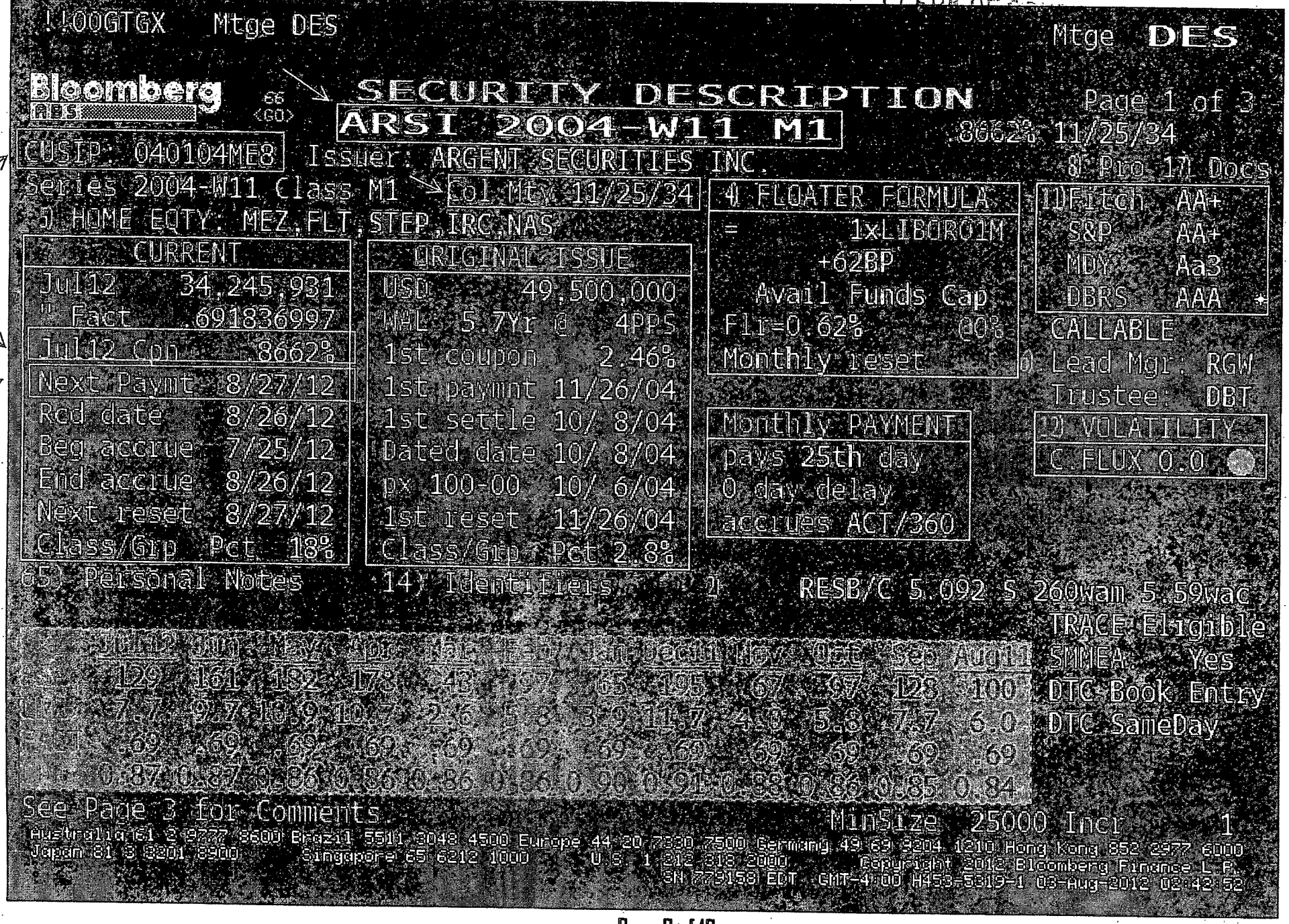

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Exhibit "D"

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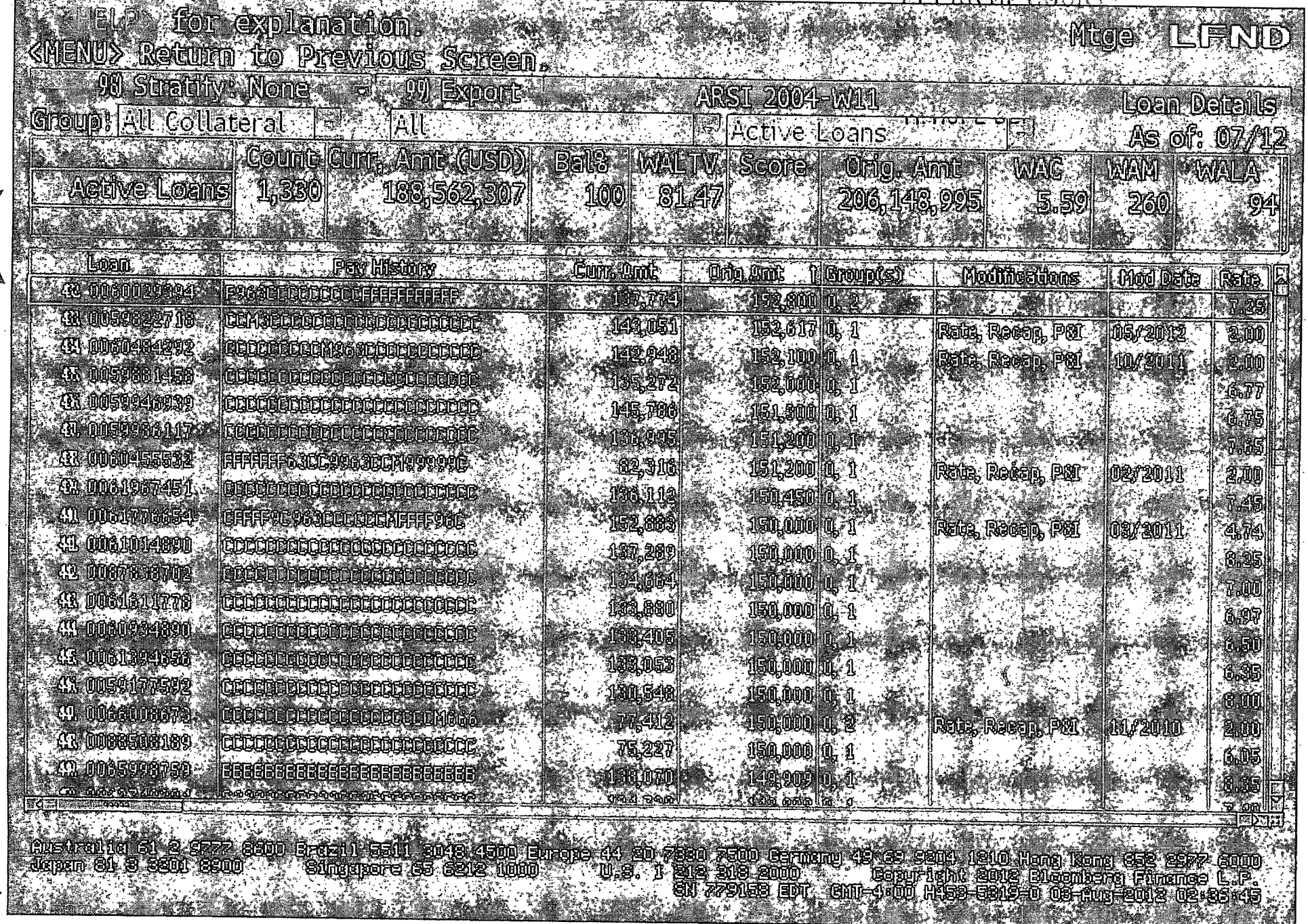

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98 Stratify: None - 99 Export — ARSI 2004-W11 — Loan Details

Group: All Collateral | All | Active Loans | As of: 07/12

	Count	Curr. Amt (USD)	Bal%	WALTV	Score	Orig. Amt	WAC	WAM	WALA
Active Loans	1,330	188,562,307	100	81.47		206,148,995	5.59	260	94

Loan	Pay History	Curr. Amt	Orig. Amt	Group(s)	Modifications	Mod Date	Rate
42 0060029994	P9&3CCCCCCCCCCCCFFFFFFFFFF	137,774	152,800	0, 2			7.25
43 0052822718	CCM3CCCCCCCCCCCCCCCCCCCCC	149,051	152,617	0, 1	Rate, Recap, P&I	05/2012	2.00
44 0060484292	CCCCCCCCCCM9&3CCCCCCCCCCC	142,948	152,100	0, 1	Rate, Recap, P&I	10/2011	2.00
45 0059881458	CCCCCCCCCCCCCCCCCCCCCCCCC	135,272	152,000	0, 1			6.77
46 0059948939	CCCCCCCCCCCCCCCCCCCCCCCCC	145,780	151,500	0, 1			6.75
47 0059886117	CCCCCCCCCCCCCCCCCCCCCCCCC	136,995	151,200	0, 1			7.65
48 0060455532	FFFFFFF&3CC9&3CCM9999CC	82,316	151,200	0, 1	Rate, Recap, P&I	02/2011	2.00
49 0061967451	CCCCCCCCCCCCCCCCCCCCCCCCC	136,112	150,450	0, 1			7.45
50 0061776654	CFFFF9C9&3CCCCCCMFFFF9&C	152,889	150,000	0, 1	Rate, Recap, P&I	03/2011	4.74
51 0061014890	CCCCCCCCCCCCCCCCCCCCCCCCC	137,289	150,000	0, 1			8.25
52 0061838702	CCCCCCCCCCCCCCCCCCCCCCCCC	124,664	150,000	0, 1			7.00
53 0061811778	CCCCCCCCCCCCCCCCCCCCCCCCC	148,680	150,000	0, 1			6.97
54 0060994890	CCCCCCCCCCCCCCCCCCCCCCCCC	138,405	150,000	0, 1			6.50
55 0061394656	CCCCCCCCCCCCCCCCCCCCCCCCC	138,053	150,000	0, 1			6.35
56 0059177592	CCCCCCCCCCCCCCCCCCCCCCCCC	130,548	150,000	0, 1			8.00
57 0060003673	CCCCCCCCCCCCCCCCCCCCCCM9&6	77,412	150,000	0, 2	Rate, Recap, P&I	11/2010	2.00
58 0060508189	CCCCCCCCCCCCCCCCCCCCCCCCC	75,227	150,000	0, 1			6.05
59 0059938750	EEEEEEEEEEEEEEEEEEEEEEEEE	138,070	149,909	0, 1			8.35

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Liquidated Inactive Loans

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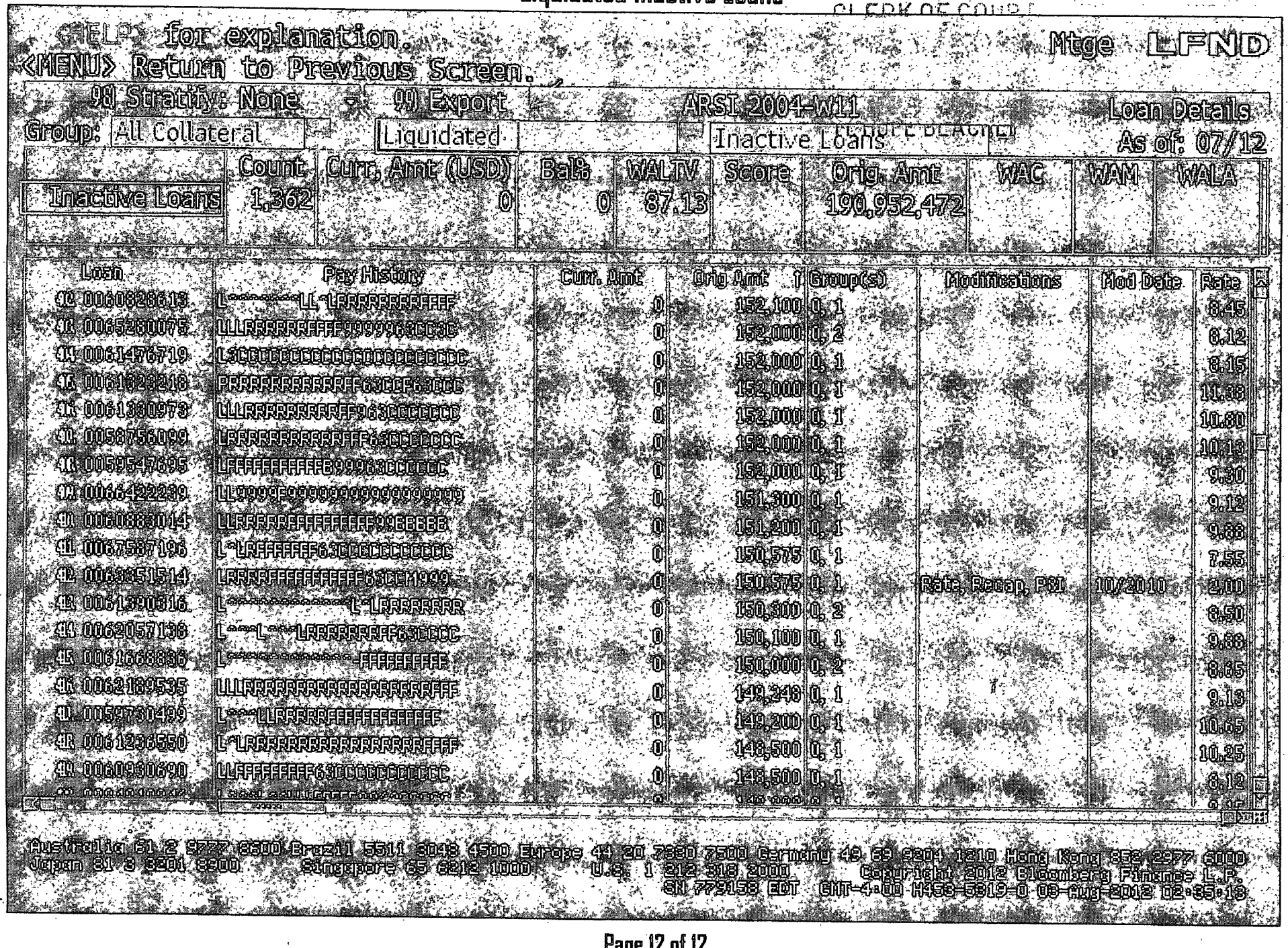
Exhibit "E"



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<MENU> Return to Previous Screen.
98 Stratify: None -: 99 Export ARSI 2004-W11 Loan Details
Group: All Collateral | Liquidated | Inactive Loans | As of: 07/12

	Count	Curr. Amt (USD)	Bal%	WALTV	Score	Orig. Amt	WAC	WAM	WALA
Inactive Loans	1,362	0	0	87.13		190,952,472			

Loan	Pay History	Curr. Amt	Orig Amt	Group(s)	Modifications	Mod Date	Rate
0060828613	L~~~~~~~LL~LRRRRRRRRRFFF	0	152,100	0, 1			8.45
0065280075	LLLRRRRRRRRFFF999963CC3C	0	152,000	0, 2			6.12
0061476719	L3CCCCCCCCCCCCCCCCCCCCCCC	0	152,000	0, 1			8.15
0061323218	FRRRRRRRRRRRRF63CCF63CCC	0	152,000	0, 1			11.38
0061330973	LLLRRRRRRRRRRF963CCCCCCC	0	152,000	0, 1			10.80
0058756099	LRRRRRRRRRRRRF63CCCCCCC	0	152,000	0, 1			10.13
0059547695	LFFFFFFFFFFB9963CCCCCC	0	152,000	0, 1			9.30
0066422239	LL999F999999999999999999	0	151,300	0, 1			9.12
0060883014	LLRRRRRRFFFFFFFF9EEBBB	0	151,200	0, 1			9.88
0067587196	L~LRRFFFFFF63CCCCCCCCCCC	0	150,575	0, 1			7.55
0063851514	LRRRRFFFFFFFFFFF63CCC1999	0	150,575	0, 1	Rate, Recap, P&I	10/2010	2.00
0061320916	L~~~~~~~~~~~~~~~~L~LRRRRRRR	0	150,300	0, 2			8.50
0062057136	L~~~L~~~LRRRRRRRFF63CCCC	0	150,100	0, 1			9.88
0061668896	L~~~~~~~~~~~~~~~FFFFFFFFF	0	150,000	0, 2			8.65
0062189535	LLLRRRRRRRRRRRRRRRRRRRR	0	149,248	0, 1			9.13
0059730499	L~~~LLRRRRRRFFFFFFFFFFF	0	149,200	0, 1			10.65
0061236550	L~LRRRRRRRRRRRRRRRRRFFF	0	148,500	0, 1			10.25
0060930690	LLFFFFFFFFF63CCCCCCCCCCC	0	148,500	0, 1			8.12
[illegible]	[illegible]	0	[illegible]	0, 1			6.45

Australia 61 2 9777 8600 Brazil 5511 3048 4500 Europe 44 20 7330 7500 Germany 49 69 9204 1210 Hong Kong 852 2977 6000
Japan 81 3 3201 8900 Singapore 65 6212 1000 U.S. 1 212 318 2000 Copyright 2012 Bloomberg Finance L.P.
SN 775158 EDT GMT-4:00 H458-5819-0 08-Aug-2012 02:35:13

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EXHIBIT 2

§ 1-207. Performance or Acceptance Under Reservation of Rights.

(1) A party who with explicit reservation of rights performs or promises performance or assents to performance in a manner demanded or offered by the other party does not thereby prejudice the rights reserved. Such words as "without prejudice", "under protest" or the like are sufficient.

§ 1-308. Performance or Acceptance Under Reservation of Rights.

(a) A party that with explicit reservation of rights performs or promises performance or assents to performance in a manner demanded or offered by the other party does not thereby prejudice the rights reserved. Such words as "without prejudice," "under protest," or the like are sufficient.

§ 3-301. PERSON ENTITLED TO ENFORCE INSTRUMENT.

"Person entitled to enforce" an instrument means (i) the holder of the instrument, (ii) a nonholder in possession of the instrument who has the rights of a holder, or (iii) a person not in possession of the instrument who is entitled to enforce the instrument pursuant to Section 3-309 or 3-418(d). A person may be a person entitled to enforce the instrument even though the person is not the owner of the instrument or is in wrongful possession of the instrument.

§ 3-303. VALUE AND CONSIDERATION.

(b) "Consideration" means any consideration sufficient to support a simple contract. The drawer or maker of an instrument has a defense if the instrument is issued without consideration. If an instrument is issued for a promise of performance, the issuer has a defense to the extent performance of the promise is due and the promise has not been performed. If an instrument is issued for value as stated in subsection (a), the instrument is also issued for consideration.

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§ 3-305. DEFENSES AND CLAIMS IN RECOUPMENT.

- **(a) Except as stated in subsection (b), 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 (i) infancy of the obligor to the extent it is a defense to a simple contract, (ii) duress, lack of legal capacity, or 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 nor reasonable opportunity to learn of its character or its essential terms, or (iv) discharge of the obligor in insolvency proceedings;**
  - **(2) a defense of the obligor stated in another section of this Article or a defense of the obligor that would be available if the person entitled to enforce the instrument were enforcing a right to payment under a simple contract; and**
  - **(3) a claim in recoupment of the obligor against the original payee of the instrument if the claim arose from the transaction that gave rise to the instrument; but the claim of the obligor may be asserted against a transferee of the instrument only to reduce the amount**

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owing on the instrument at the time the action is brought.

- (b) The right of a holder in due course to enforce the obligation of a party to pay the instrument is subject to defenses of the obligor stated in subsection (a)(1), but is not subject to defenses of the obligor stated in subsection (a)(2) or claims in recoupment stated in subsection (a)(3) against a person other than the holder.
- (c) Except as stated in subsection (d), in an action to enforce the obligation of a party to pay the instrument, the obligor may not assert against the person entitled to enforce the instrument a defense, claim in recoupment, or claim to the instrument (Section 3-306) of another person, but the other person's claim to the instrument may be asserted by the obligor if the other person is joined in the action and personally asserts the claim against the person entitled to enforce the instrument. An obligor is not obliged to pay the instrument if the person seeking enforcement of the instrument does not have rights of a holder in due course and the obligor proves that the instrument is a lost or stolen instrument.
- (d) In an action to enforce the obligation of an accommodation party to pay an instrument, the accommodation party may assert against the person entitled to enforce the instrument any defense or claim in recoupment under subsection (a) that the accommodated party could assert against the person entitled to enforce the instrument, except the defenses of discharge in insolvency proceedings, infancy, and lack of legal capacity.

§ 3-306. CLAIMS TO AN INSTRUMENT.

A person taking an instrument, other than a person having rights of a holder in due course, is subject to a claim of a property or possessory right in the instrument or its proceeds, including a claim to rescind a negotiation and to recover the instrument or its proceeds. A person having rights of a holder in due course takes free of the claim to the instrument.

§ 1-207. Performance or Acceptance Under Reservation of Rights.

(1) A party who with explicit reservation of rights performs or promises performance or assents to performance in a manner demanded or offered by the other party does not thereby prejudice the rights reserved. Such words as "without prejudice", "under protest" or the like are sufficient.

§ 3-308. PROOF OF SIGNATURES AND STATUS AS HOLDER IN DUE COURSE.

- (a) In an action with respect to an instrument, the authenticity of, and authority to make, each signature on the instrument is admitted unless specifically denied in the pleadings. If the validity of a signature is denied in the pleadings, the burden of establishing validity is on the person claiming validity, but the signature is presumed to be authentic and authorized unless the action is to enforce the liability of the purported signer and the signer is dead or incompetent at the time of trial of the issue of validity of the signature. If an action to enforce the instrument is brought against a person as the undisclosed principal of a person who signed the instrument as a party to the instrument, the plaintiff has the burden of establishing that the defendant is liable on the instrument as a represented person under Section 3-402(a).
- (b) If the validity of signatures is admitted or proved and there is compliance with subsection (a), a plaintiff producing the instrument is entitled to payment if the plaintiff proves entitlement to enforce the instrument under Section 3-301, unless the defendant proves a defense or claim in recoupment. If a defense or claim in recoupment is proved, the right to payment of the plaintiff is subject to the defense or claim, except to the extent the plaintiff proves that the plaintiff has rights of a holder in due course which are not subject to the defense or claim.

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STATE OF SOUTH CAROLINA COUNTY OF SPARTANBURG Deutsche Bank National Trust Company, as Trustee for Argent Securities Inc., Asset-Backed Pass-Through Certificates, Series 2004-W11 Plaintiff(s) vs. Geary Thomas Dooly, Eleanor S. Dooly and United States of America Defendant(s)	IN THE COURT OF COMMON PLEAS SEVENTH JUDICIAL CIRCUIT CASE NO.: 2012-CP-42-3027 DEFENDANT'S DISCOVERY: INTERROGATORIES

I, Geary Thomas Dooly, one of the people of South Carolina, hereinafter addressed as Geary Thomas, in a special limited appearance, without prejudice, hereby gives notice, under Rule 26 and 33(a), of these "DEFENDANT'S DISCOVERY AND INTERROGATORIES" addressing both the Plaintiff and the Plaintiff's Attorney(s). The court is further noticed, that the Alleged Defendant, Pro Se (Vivus/Triformis), not being educated in the law, the court must read and construe liberally, all pleadings by the [Alleged] Defendant. Hanes v. Kerner 404 US 520, Birl v Estelle 660 F. 2d 592.

I. PARTIES

Geary Thomas is one of the Alleged Defendant's in Case No. 2012-CP-42-3027.

Deutsche Bank National Trust Company as Trustee for Argent Securities Inc., Asset-Backed Pass-Through Certificates, Series 2004-W11 is the Plaintiff in Case No. 2012-CP-42-3027.

Kimberly N. Renaud, SC Bar No. 78730, GILES M. SCHANEN, JR. SC Bar No. 70391, et al of NELSON MULLINS RILEY & SCARBOROUGH LLP, is one of many appearing to represent the Plaintiff in Case No. 2012-CP-42-3027.

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Nicholas N. Sears, Jr., SC Bar No.78031, Lora Stuart Capo SC Bar No.6863, et al of Johnson & Freeman, LLC of 1587 Northeast Expressway, Atlanta, GA 30329.

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II. RELIEF REQUESTED

Geary Thomas respectfully request that this court be entered into discovery under the South Carolina Court Rule 26 and 33(a), to examine and expose the true nature of the bank, in what appears to be fraud.

III. DISCOVERY

Geary Thomas hereby moves this court into Discovery under Rules 26, 31, 33, and 34. Interrogatories may, without leave of court, be served upon the plaintiff after commencement of the action and upon any other party with or after service of the summons and complaint upon that party.

The Plaintiff, under Rule 33(a), has 30 days to answer and ALL answers MUST be answered, under oath, as true, correct, complete and not meant to mislead, and with a notary witness present. Any objection will indicate the Plaintiff and/or the Attorneys representing the Plaintiff intend to mislead the court and Geary Thomas.

IV. DEFINITIONS FOR DISCOVERY AND FIRST INTERROGATORIES

1. The words "you" "yours" and/or "yourselves" means Plaintiff Deutsche Bank National trust Company, as Trustee for Argent Securities Inc., Asset-Backed Pass-Through Certificates, Series 2004-W11, and any other entity similarly situated or other persons acting, or purporting to act, on behalf of Plaintiff.
2. The singular shall include the plural and vice versa; the terms "and" and "or" shall be both conjunctive and disjunctive; and the term "including" means "including without limitation".
3. "Date" shall mean the exact date, month and year, if ascertainable, if not, the best approximation of the date (based upon relationship with other events).
4. The word "documents" shall mean any writing, recording, or photograph in your actual or constructive possession, custody, care and control, which pertain directly or indirectly, in whole or in part, either to any of the subjects listed, below or to any other matter relevant to the issues in this action, or which are themselves listed below as specific documents, including, but not limited to: correspondence, memoranda, notes, messages, diaries,

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A. DOUGLAS BAILEY

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minutes, books, reports, charts, ledgers, invoices, computer printouts, computer memory, emails, microfilms, videotapes or tape recordings.

5. "Agent" shall mean any agent, employee, officer, director, attorney, independent contractor or any other person acting at the direction of or on behalf of another.
6. "Person" shall mean any individual, corporation, proprietorship, partnership, trust, association or any other entity.
7. The words "pertain to" or "pertaining to" mean: relates to, refers to, contains, concerns, describes, embodies, mentions, constitutes, constituting, supports, corroborates, demonstrated, proves, evidences, shows, refutes, disputes, rebuts, controverts or contradicts.
8. The term "third party" or "third parties" refers to individuals or entities that are not parties to this action.
9. The term "action" shall mean the case entitled "Deutsche Bank National trust Company, as Trustee for Argent Securities Inc., Asset-Backed Pass-Through Certificates, Series 2004-W11 vs. Geary Thomas Dooly, Eleanor S. Dooly, and United States of America."
10. The term "subject property" shall mean the land and house located at 690 Zion Hill Road Spartanburg, South Carolina 29307.
11. The word "identify", when used in reference to a document, means and includes the name and address of the custodian of the document, the location of the document, and the general description of the document, including (a) the type of document (correspondence, memorandum, facsimile, etc.), (b) the general subject matter of the document; (c) the date of the document; (d) the author of the document; (e) the addressee of the document; and (f) the relationship of the author and addressee to each other.
12. The word "describe" where used with respect to an act, event, occurrence, or course of conduct, rule or procedure shall mean:
    a. State in narrative form all facts relating to such act, event, or occurrences, course of conduct, rule or procedure;
    b. State the time and place of each such act, event, occurrence or course of conduct;
    c. Identify all documents relating to or referring thereto;
    d. Identify all persons present or having knowledge thereto.
13. The term "Mortgage" refers to the Mortgage, which is the subject matter of the above captioned lawsuit.

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14. The term "Note" refers to a Promissory Note referenced in the complaint, which is the subject matter of the above captioned lawsuit.

I. INSTRUCTIONS FOR DISCOVERY AND FIRST INTERROGATORIES

1. Your written response shall state, with respect to each interrogatory, exact information, as true, correct, complete and not meant to mislead and so indicate with upper and lower boundaries.
2. To the extent that you object, please state the reasons for the objection, including any claim of privilege, and the factual basis therefore to determine the sufficiency of the basis for the objection. If objection is made to part of an interrogatory, the part shall be specified with the reasons, and the remaining parts shall be answered.
3. If you are unable to answer all or part of an interrogatory, identify the person whom you believe has the knowledge or information, which the interrogatory addresses.
4. These interrogatories are deemed to be continuing in nature, and in the event you become aware of or acquire in your possession, custody or control, additional information responsive to the interrogatory, you are requested to produce promptly an amendment to the previously supplied interrogatory answer or response.
5. If in responding to these interrogatories you encounter any ambiguity in construing any interrogatory, instruction or definition, please set forth the matter deemed ambiguous and the construction used in responding thereto.

V. DISCOVERY AND FIRST INTERROGATORIES

1. In pleading to date Plaintiff appears to have been referred to as (a) Deutsche Bank National Trust Company, (b) Trustee, (c) Argent Securities Inc., and simply "Plaintiff". **Who, exactly, is the actual Plaintiff?**

2. To date, Plaintiff has not proven to be "holder in due course" of the Note and Mortgage. In a specific Case, that is: "*DEUTSCHE BANK NATIONAL TRUST COMPANY, as Trustee in Trust for the Benefit of the Certificate Holders for Argent Securities Inc., Asset-Backed Pass through Certificates, Series 2006–W2, Plaintiff/Appellee, v. Jevester BYRAMS, Jr. and Natacha Byrams, et al, Defendant/Appellant. No. 108545. – January 17, 2012*", it was concluded in part by the Appellate Court as follows: "CONCLUSION ¶ 11 It is a

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fundamental precept of the law to expect a foreclosing party to actually be in possession of its claimed interest in the note, and have the proper supporting documentation in hand when filing suit, showing the history of the note, so that the defendant is duly apprised of the rights of the plaintiff. This is accomplished by showing the party is a holder of the instrument or a nonholder in possession of the instrument who has the rights of a holder, or a person not in possession of the instrument who is entitled to enforce the instrument pursuant to *12A O.S.2001, § 3–309 or 12A O.S.2001, § 3–418*." **The Plaintiff is asked to fulfill this "fundamental precept of the law" by bringing forth the "wet ink original" of the Note and Mortgage that Plaintiff claims to have in possession?** To clarify: Alleged Defendant request that the original "wet ink" Note and Mortgage be brought to court for inspection and review for the purpose of authentication under Rules of Evidence, and for cancellation if fraudulent. Only the "wet ink" (not color copies) document will be valid. Even certified copies of the original will not be accepted. Cancellation of an instrument may be had in an action for restitution [*see, e., Miller v. James (1967) 254 Cal. App. 2d 530, 532, 534, 62 Cal. Rptr. 335(affirming judgment for restitution of real property conveyed in consequence of fraudulent inducement, and for cancellation of Petitioner's deed to defendant]. A Petitioner seeking restitution on the basis of his unilateral rescission of a contract is entitled to complete relief [see Civ. Code paragraph 1692[Deering's].*

3. As relates to the ASSIGNMENT of Note and Mortgage: on the attached copy of the assignment (exhibit A), there are four (4) signatures wherein a Clerk of Court has issued an AFFIDAVIT saying these four signatures are "ROBO" signatures. Specifically, the names are (a) Crystal Moore as v. President of CITI RESIDENTAL LENDING INC; (b) Vilma Castro, Witness #1; (c) Dhurata Doko, Witness #2; and (d) Bryan J. Bly, Notary Public, State of Florida. Plaintiff is ask to:

i) Admit or deny with affidavit format proof that Crystal Moore is NOT a ROBO signature, is/was on 2/10/2009 Vice President of CITI RESIDENTAL LENDING INC and give verifiable verification of employment, all in affidavit format.

ii) Admit or deny that Vilma Castro is NOT a ROBO signature with verifiable proof, all in affidavit format.

iii) Admit or deny that Dhurata Doko is NOT a ROBO signature with verifiable proof, all in affidavit format.

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iv) Admit or deny that Bryan J. Bly is/was, in fact, FIRST, a Notary of the State of Florida in good standing on the date of signing, and SECOND, that the signature on the assignment is exactly as required by/on the application to the State of Florida with all verification in affidavit format.

4. As relates to ASSIGNMENT of the NOTE, in the above named Case Number 108545 dated January 17, 2012 the APPELATE court stated in Paragraph 9, " ¶ 9 The assignment of a mortgage is not the same as an assignment of the note. If a person is trying to establish it is a nonholder in possession who has the rights of a holder it must bear the burden of establishing its status as a nonholder in possession with the rights of a holder. Appellee must establish delivery of the note as well as the purpose of that delivery. In the present case, it appears Appellee is trying to use the assignment of mortgage in order to establish the purpose of delivery. The assignment of mortgage purports to transfer "the following described mortgage, securing the payment of a certain promissory note(s) for the sum listed below, together with all rights therein and thereto, all liens created or secured thereby, all obligations therein described, the money due and to become due thereon with interest, and all rights accrued or to accrue under such mortgage." This language has been determined by other jurisdictions to not effect an assignment of a note but to be useful only in identifying the mortgage. Therefore, this language is neither proof of transfer of the note nor proof of the purpose of any alleged transfer. See, *In re Veal, 450 B.R. 897, 905 (B.A.P. 9th Cir.2011)*." Alleged Defendant asks the PLAINTIFF to bear the burden of establishing its status as a nonholder in possession with the rights of a holder, if the PLAINTIFF claims that to be the case herein by presenting that in affidavit format. Otherwise, present Note and Mortgage as in #2 above.

5. As relates to AUTHORITY OF COUNSEL, does counsel have proof of authority to collect this alleged debt on behalf of and under the name of Plaintiff? If so, such proof is demanded. NOTE: It is res judicata that contracts between attorneys and their clients are not privileged information. See *Clarke v. American Commerce National Bank*: *Clarke v. American Commerce National Bank, 974 F.2d 127 (9th Cir. 1992)*, [T]he identity of the client, the amount of the fee, the identification of payment by case file name, and the general purpose of the work performed are usually not protected from disclosure by the attorney-client privilege. Id. at 129 (citations omitted).

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6. As relates to Alleged Defendant's signatory rights, UCC 3-306 says Alleged Defendant has a property or possessory right in the instrument or its proceeds and has the right to rescind

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the negotiation of the transaction and recover the instrument or its proceeds (Negotiation means the endorsement of the Note). Subject Promissory Note only contains the signature of the Alleged Defendant; however, Plaintiff has denied Alleged Defendants of rights as relates to endorsement of the Note in any transaction of subject note which is in violation of UCC 3-306. Can Plaintiff admit that Alleged Defendant's rights have been denied; or deny same with proof that such rights has been extended to the Alleged Defendant in every transaction as relates to alleged defendant's signature(s) on the Promissory Note?

7. As relates to Risk of the Plaintiff, where does the Plaintiff have any risk herein since, per evidence shown in earlier filings via affidavit of an expert in such trading, clearly shows that subject Note has been and is being sold and traded on the market via CUSIP Number 040104ME8 such that plaintiff has sold for face value subject Note and has no risk herein to have standing in instant Case?

8. As relates to Risk of the Plaintiff, does Plaintiff admit that subject Note has been traded multiple times and is still been traded under CUSIP 040104ME8, or deny same with proof via affidavit?

9. As relates to equity in subject Case, has the Plaintiff demonstrated the specific form of payment used at the so-called funding of the Note/Loan and shown ALL of Plaintiff's accounting entries associated with subject Loan, Mortgage, Promissory Note to include all entries both "Public Books", and "Off Balance Sheet Books"? Specifically, has Plaintiff shown all entries related to the credit value of the Promissory Note signed by the Alleged Defendant, where it was, or was not, credited to the Plaintiff, and explained why Alleged Defendant was not notified of said credit or how to access same credit? IF not demonstrated and shown as above, Alleged Defendant demands the Plaintiff provide this proof to establish any equity in the Note or Mortgage.

10. In reference to being Attorney of record, there is no filing in the Clerk of Court Office relative to Nelson Mullins Riley & Scarborough LLP, and/or Kimberly N. Renaud SC Bar #78730, or Giles M. Schanen, Jr. SC Bar #70391 being an attorney of record in instant Case prior to their filing dated September 21, 2012 upon Alleged Defendant's examination of records on or about September 29, 2012. If such a record was, in fact, filed, please show clocked in record of same.

11. In reference to duplicity of Attorney filings on same subject, did Kimberly N. Renaud of Nelson Mullins Riley & Scarborough LLP, Greenville, South Carolina file on or about

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September 21, 2012 a second reply to Counterclaims As Answer which addressed each and every claim made by the Alleged Defendant that had ALREADY been replied to by another firm in another state, namely Lora Stuart Camp SC Bar #68633 of Johnson & Freeman, Atlanta, Georgia? If in the affirmative, if the first Attorney had already replied to each and every issue raised in Alleged Defendants Counterclaim As Answer, why is it needed for a second Attorney, that is NOT known to be an Attorney of Record file a SECOND reply to the identical issues putting a burden on the Alleged Defendant to consider two different Attorneys in reference to the same identical items?

12. Please state the name and address of all parties answering or assisting in providing answers to these interrogatories, as well as, but not limited to identify a representative with competent knowledge of the facts necessary to respond to each of the interrogatories contained herein or if more than one, identify each such representative providing their name, address and telephone number for each with a brief summary of each representative's competent knowledge in this matter.

13. Please state whether Plaintiff's claim to possess legal or beneficial interest, or both interests in the Note or Mortgage or both the Note and Mortgage, and if so, explain why you so claim, identifying any document(s) and clauses therein which gives you the interest(s) you claim and specifying whether you claim rights as an owner or holder of the note or both, and specifying any other rights claimed. If you do not claim any such interest(s) or rights please explain why you do not claim such interest(s).

14. Please state whether Plaintiff claims to possess the authority or power to file and pursue foreclosure of this Note or Mortgage or both, and if so, explain why you so claim identifying any document(s) and clauses therein which gives you the authority or power you claim. If you do not claim any such authority of power please explain why you do not claim such authority of power.

15. Please state from what person or entity ("assignor") Plaintiff took assignment of the Note and or Mortgage, specifying the contact name, full legal name, address, and phone number, of the assignor together with the date you took assignment, and state the same information for any person or entity to which the either document was ever assigned.

16. Please state the date, amount and nature of any consideration or value given in exchange for each and every assignment of the Note and/or Mortgage and identify from and to what

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person or entity such consideration or value was given providing the contact name, full legal name, address and phone number of each such person or entity.

17. Please state all parties that took assignment of the Note and/or Mortgage between the making of same and Plaintiff taking assignment of same and provide the contact name, full legal name, address and phone number of each such party.

18. Please state whether between the time of making the Loan and the time of Plaintiff taking possession and or assignment of the Note and/or Mortgage, whether the original lender maintained ownership of the Loan.

19. Please state whether and on what date, the Plaintiff first owned the Note and/or Mortgage, took assignment of the Note and/or Mortgage, made an assignment of the Note and/or Mortgage, or obtained any interest in the Note and/or Mortgage, and specify the nature of the interest had on that date.

20. Please state if the Note and/or Mortgage were ever subject to or included in a "mortgage loan purchase agreement" or similar agreement, and if so, please specify the name to the agreement the date of the agreement, and any amendments, and the parties to the agreement.

21. Please state whether the Note and/or Mortgage was ever repurchased or reassigned from the buyer or assignee back to the original seller or assignor or to any predecessor of the buyer or assignee, and if so, state the dates of such and the parties involved.

22. Please explain and describe, for the subject mortgage loan the relationship among parties (including you, the original lender, any servicer, any custodian, any depository, any Special Purpose Vehicle or Special Purpose Entity, etc.), the structure of the securities offered (including the flow of funds or any subordination features) and any other material features of any transaction concerning the sale, transfer or assignment of the mortgage loan at any time between the making of same, through the date of your response to these interrogatories.

23. Please identify each and every document which contains an obligation or option to repurchase the subject mortgage loan and explain, fully the terms, conditions, costs to be incurred or paid by each party upon repurchase and whether and by whom and from whom, the mortgage loan was ever repurchased.

24. Please state, for the Note and or Mortgage, whether and as of what date Plaintiff secured the originals thereof and from whom, providing the contact name; full legal name, address and phone number each of such party, both before the filing of this suit, and after this suit

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was filed, stating what efforts specifically were made to locate said originals of Note and or Mortgage, and by whom those efforts were made.

25. Please identify each and every document Plaintiff obtained or reviewed in connection with your taking possession and or assignment of the Note or Mortgage and specify for each such document whether you maintain the original or a copy thereof.

26. Please identify by name, employer, job title and address the employee(s) of Plaintiff with competent knowledge of when and how Plaintiff became the owner and holder of the Note and Mortgage which is the subject matter of this lawsuit, including all sums paid for same and from whom the Note and Mortgage were purchased.

27. Please identify by name, employer, job title and address the employee(s) of Plaintiff with the most knowledge of any assignments of the mortgage to Plaintiff.

28. Please identify by name, employer, job title and address the employee(s) of Plaintiff with competent knowledge of all documentation, electronic or otherwise, created in connection with Plaintiff's purchase and ownership of the Note and Mortgage.

29. Please identify by name, employer, job title and address the employee(s) of Plaintiff with competent knowledge of Plaintiff's policy and procedure, which relate to the purchase and ownership of the Note and Mortgage.

30. Please state all parties who have provided servicing of the mortgage loan and provide the contact name, full legal name, address and phone number of each such party and the dates that each began servicing the loan.

31. Please state for the history of the mortgage loan, the persons or entity who at any time collected mortgage payments specifying the applicable dates each such person or entity did so collect and specifying the full legal name, address and phone number of each such party.

32. Please state for the history of the mortgage loan, on whose behalf mortgage payments were collected, specifying the applicable date collection was made for each such person or entity and specifying the full legal name, address and phone number of each such party.

33. Please state for the history of the mortgage loan, a full description of the disposition of the collected mortgage payments specifying any person or entity to which mortgage payments were delivered, transferred, or paid, the applicable dates each such person or entity received the payments and further specifying the full legal name, address and phone number of each such party.

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34. Please describe your policy and practice relating to the origination, approval, or underwriting, preparation, disbursement and acceptance of assignment of a residential mortgage loan such as the subject transaction(s), including but not limited to all agreements with brokers, lenders, title companies, assignors, etc. Identify all documents relating to or reflecting such policy, practices, and agreements including all documentation required to be in assigned account files, and all forms given or sent to borrowers, information or forms which borrowers are requested to provide in order to obtain a loan, and all instructions, policy and procedure manuals, memoranda and guidelines given to brokers, title companies, lenders and or closing agents, and any person who review account files for approval and or acceptance of assignment.

35. Please state with specificity the step by step process by which the signatory to each endorsing it and or assignment on which you intend to rely to establish your right to enforce this Note and Mortgage, presented substantiation or otherwise identified him/herself as to person so identified in the jurat / acknowledgment, that said person had, the right and or ability and or authority to sign an endorsement and or assignment on behalf of the entity so identified in the jurat / acknowledgment, and include an identification of all documents that the signatory may have used or presented to the notary as substantiation or identification. This is to include and not be limited to any signatory on any document that is retained by Plaintiff. For example, one such document: On the ASSIGNMENT (Exhibit D of subject COMPLAINT), this would apply to each of the signatories a) Crystal Moore, Vice President of CITI RESIDENTIAL LENDING INC; b) Vilma Castro, Witness; Dhurata Doro, Witness; and Bryan J. Bly, Notary Public State of Florida, and as relates specifically to Bryan J. Bly, certification that he is/was, in fact, such a Notary and used the exact signature as required by the State of Florida by presenting a copy of his Notary Application.

36. Please provide the factual and or legal basis for imposing any and all costs which Plaintiff seeks against Alleged Defendant including but not limited to, service of process on unknown tenants, express mail, courier expense, photocopies, title search and examination, property inspections, postage and force placed insurance.

37. Please provide the exact location of the original "wet ink" Note and Mortgage including the name, address, phone number, and all contact information of that/those person(s), and permission to contact same so as to view same "wet ink" documents in the area of the associated Court.

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38. Please identify any Attorney that Plaintiff has contracted, employed, or hired to be your Attorney, and include documentation that on the part of each one, that each one notified the Court and Alleged Defendant prior to acting on your behalf. Identify which Attorney(s) is/are currently associated with subject Case on a continuing basis.

39. Please explain why and specifically on what authority you employed two separate Attorney Firms and their Attorneys to BOTH REPLY SEPARTELY to each and every item, claim, and statement on "DEFENDANT'S COUNTERCLAIM AS ANSWER TO PLAINTIFF'S COMPLAINT NEGATING DEFENSE, & DEMAND FOR TRIAL BY JURY" as filed with the Clerk of Court on August 17, 2012.

VI. Conclusion

Therefore, because the Plaintiff is moving this court in dishonor, without revealing the true nature of what appears to be fraud against the alleged defendant, this court should be entered into discovery to examine and expose the actions of the Plaintiff.

Geary Thomas : Sui Juris/Pro Se Vivus/Triformis

Respectfully submitted October 9, 2012.

Without prejudice - All rights reserved.
Signed reserving all my rights at UCC 1-207 & 1-308
Geary Thomas, Pro Se Vivus/Triformis
c/o Post Office Box 3326
Spartanburg, South Carolina [29304]

cc: Kimberly N. Renaud, SC Bar No. 78730, GILES M. SCHANEN, JR. SC Bar No. 70391, et al of NELSON MULLINS RILEY & SCARBOROUGH LLP, of Poinsett Plaza / 9th Floor, 104 South Main Street, Post Office Box 10084 (29603-0084, Greenville, SC 29601, (864) 250-2300, AND Nicholas N. Sears, Jr., SC Bar No. 78031, Lora Stuart Capo SC Bar No.6863, et al of Johnson & Freeman, LLC, of 1587 Northeast Expressway, Atlanta, GA 30329.

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STATE OF SOUTH CAROLINA	IN THE COURT OF COMMON PLEAS
COUNTY OF SPARTANBURG	CASE NO.: 2012-CP-42-3027
Deutsche Bank National Trust Company, as Trustee for Argent Securities Inc., Asset-Backed Pass-Through Certificates, Series 2004-W11 Alleged Plaintiff(s) vs. **Geary Thomas Dooly, Eleanor S, Dooly and United States of America** Alleged Defendants	**DEFENDANT'S REPLY TO PLAINTIFF'S FIRST REQUESTS FOR PRODUCTION** EXH G - JOHN O'BRIEN REGISTER OF DEEDS MASSACHUSETTS EXH H - HAMP INFO

ALEDGED DEFENDANT'S REPLY TO PLAINTIFF'S FIRST REQUESTS FOR PRODUCTION

COMES NOW, Geary Thomas Dooly on behalf of himself and as guardian ad litem for Eleanor S. Dooly, one of the people of South Carolina, in a special limited appearance, without granting jurisdiction. Alleged Defendants (hereinafter referred to as "Defendant") submits the following replies to each and every request by number as given on request document. These replies are made and intended to comply and fulfill all South Carolina Rules of Civil Procedure, and the Court is further noticed, that Alleged Defendant, Pro Se Vivus/Triformis, not being educated in the law, the court must read and construe liberally, all pleadings by the Alleged Defendant. *Hanes v. Kerner 404 US 520, Birl v Estelle 660 F.2d 592.*

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REQUESTS AND REPLIES

1. "All documents identified by Defendants in response to any Interrogatories served on Defendants by Trustee in this matter." Initial list follows:

a) Title to Real Estate – See EXHIBIT A of COMPLAINT NON-JURY MORTGAGE FORECLOSURE Filed by Plaintiff July 19, 2012 Case No.:2012-CP-42-3027 (4 Pgs)

b) Mortgage ---------- See EXHIBIT B of COMPLAINT NON-JURY MORTGAGE FORECLOSURE Filed by Plaintiff July 19, 2012 Case No.:2012-CP-42-3027 (16 Pgs)

c) Fixed Rate Note --- see EXHIBIT C of COMPLAINT NON-JURY MORTGAGE FORECLOSURE Filed by Plaintiff July 19, 2012 Case No.:2012-CP-42-3027 (2 Pgs)

d) Assignment of Mortgage ---- See EXHIBIT D of COMPLAINT NON-JURY MORTGAGE FORECLOSURE Filed by Plaintiff July 19, 2012 Case No.:2012-CP-42-3027 (1 Pg)

e) Letters from American Home Mortgage Servicing Inc. – See EXHIBIT E of COMPLAINT NON-JURY MORTGAGE FORECLOSURE Filed by Plaintiff July 19, 2012 Case No.:2012-CP-42-3027 (16 Pgs)

f) Affidavit Of Clayton Cherry including Bloomberg screen shots of this specific Note/CUSIP – See EXHIBIT 1 of DEFENDANT'S RESPONSE TO PLAINTIFF'S REPLY TO COUNTERCLAIM AS ANSWER (10 Pgs)

g) "Correspondence with State of Florida" re Notary Signature validity of Notary Bryan J. Bly – See EXHIBIT F Attached (6 Pgs)

h) "Affidavit of Robo Signatures" by John O'Brian Register of Deeds ----See EXHIBIT G attached (5 Pgs)

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i) "HAMP Documentation" showing full compliance with HAMP Program, HOWEVER, Plaintiff never replied or offered HAMP – See **EXHIBIT H** attached (9 Pgs)

2. **AND 3.** See Documents in #1 above.

4. "All Documents related to the allegations in the Answer and Counterclaim." Actually there was no "Answer and Counterclaim" however, it is believed that you are erroneously referring to "DEFENDANT'S COUNTERCLAIM AS ANSWER TO PLAINTIFF'S COMPLAINT NEGATING DEFENSE, & DEMAND FOR JURY TRIAL" to which I reply:

i) Document requested from Plaintiff NOT received: "Evidence on record of a competent witness with firsthand knowledge of the facts"

ii) Document requested from Plaintiff NOT received: "Evidence of testimony from the true Plaintiff or injured party"

iii) Document requested from Plaintiff NOT received: "Evidence of the original "wet ink" Promissory Note with proper endorsements together with the Mortgage and all valid assignments attached"

iv) Document requested from Plaintiff NOT received: "Evidence that that signatures on Defendant's Note are authentic and that Plaintiff is a holder in due course"

v) Document requested from Plaintiff NOT received: "Evidence of the account and General ledger Statement showing the full accounting of the alleged obligation, such as A) FR 2046 balance sheet (OMB #'s 2046, 2049, 2099); B) FAS 95 Cash Flow Statements; C) 1099 OID Report; D) Cusip Number; E) SEC Registration # of the pooled trust; F) FWP (Free Writing Prospectus)"

vi) Document requested from Plaintiff NOT received: "Proof of authority to collect this alleged debt on behalf of and under the name of Plaintiff"

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THE ABOVE DOCUMENTS WERE PREVIOUSLY REQUESTED OR POINTED OUT TO NOT EXIST AND HAVE NOT BEEN PROVIDED BY THE PLAINTIFF, AND ARE HEREBY REQUESTED AGAIN WITH THE STIPULATION THAT IF NOT PROVIDED BY DECEMBER 31, 2012 THAT SUCH FAILURE WILL BE AN ADMISSION THAT THE REQUESTED DOCUMENTS DO NOT EXIST.

vii) Other related documents include publicly available Codes, Regulations, and Laws to include in part: CFR 433.2; UCC 3-301; UCC 3-303(b); UCC 3-305; UCC 3-305(c); UCC 3-306; UCC 3-308; UCC 3-309 and others as identified throughout presentments with all or most of the UCC references in printed document form as EXHIBIT #2 of DEFENDANT'S RESPONSE TO PLAINTIFF'S REPLY TO COUNTERCLAIM AS ANSWER filed September 28, 2012

5.; # 6.; #7. and #8 – See all of above production.

9. "All Contracts or agreements that exist or have ever existed between Defendants and servicer American Home Mortgage Servicing, Inc. or Homeward residential." One old completed agreement/document "FOREBEARANCE AGREEMENT" is attached (9 pgs.) as EXHIBIT "I". Note: I mailed the original signed document and apparently did not retain a copy of same.

10. "Produce a current curriculum vitae for each expert you intend to use at trial." No curriculum has currently been set, however I will use Mr. Clayton Cherry of Cherry Tree Audit Services 1633 Ashbury Lane, Romeoville, IL 60446 Ph (630) 768-8383 e-mail: Cherrytreeauditservices@gmail.com either by phone OR as a personal expert witness at trial. You will find a full disclosure of qualifications, facts and screen shots from his terminal with Bloomberg as EXHIBIT #1 of DEFENDANT'S RESPONSE TO PLAINTIFF'S REPLY TO COUNTERCLAIM AS

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ANSWER (10 Pgs). Note: Should any change in "expert" status change, and as a curriculum becomes available, I will update you immediately.

11. See #10 above.

12. AND #13 – See all of above production.

14. "Produce all documents and other tangible items that discuss, estimate, summarize, calculate and/or itemize each and every type of actual, compensatory, special, or punitive damages you allegedly have suffered as a result of the allegations set forth in your Answer and Counterclaim." The Statutory Basis for the various items involves multiple Statutes of State, Federal, RICO, and UCC Codes and would need to be presented in an itemized request to be adequately addressed. A more detailed computation will be presented, as information is made available per **DEFENDANTS DISCOVERY: INTERROGATORIES** as filed October 9, 2012 which remain unanswered due to a request for an extension of time, however for the purposes of this production computation is as follows:

$152, 88.00	Amount of Note
91,728.56	Refund due for payments made during years 2004 thru 2012, funds fraudulently levied.
$244,528.56	Sum certain for actual cost funds

CONVERSION FOR UNAUTHORIZED ACTS AGAINST DEFENDANT COMPUTED AS FOLLOWS:

$244, 528.56	Sum certain of actual cost funds
733,585.68	x 3 Total Damages for Conversion

Note: To these numbers will be added amounts provided by Plaintiff for amount of interest on the Note included in CUSIP #040104ME8, PLUS the costs of bringing this action to include remuneration for time of Defendant, Witnesses, and Expert expense as those numbers become available.

15. See all of the production above.

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NOTICE

Defendant reserves the right to add additional production after receipt of reply from Plaintiff to **DEFENDANTS DISCOVERY: INTERROGATORIES** as filed October 9, 2012 to which was granted an extension thus making this notice necessary. If there be anything in this reply that does not fulfill the anticipated or needed response, Plaintiff is requested to so state such so DEFENDANT may comply with the legal intent. As an alternative, such could be addressed in the form of Second, Third, etc Request for Production. Be reminded that the Court, of which you are a party/officer, has been noticed as follows: The court is further noticed, that the Alleged Defendant, Pro Se (Vivus/Triformis), not being educated in the law, the court must read and construe liberally, all pleadings by the [Alleged] Defendant. Hanes v. Kerner 404 US 520, Birl v Estelle 660 F. 2d 592.

Date: 28th day of November, 2012

Geary-Thomas: Dooly, ARA

Without prejudice - All rights reserved.
Signed reserving all my rights at UCC 1-207 & 1-308
Geary Thomas Dooly
c/o Post Office Box 3326
Spartanburg, South Carolina [29304]

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PLAINTIFF'S MAIL

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PROOF OF SERVICE:

I, Geary Thomas Dooly, certify that, I have served all parties a true and correct copy of this document on this 28th day of November 2012 by sending it certified mail via United States Postal Service to all parties as follows:

NELSON MULLINS RILEY & SCARBOROUGH LLP
Attn: Kimberly N. Renaud SC Bar No. 78730
104 South Main Street
Greenville, South Carolina 29601

Geary Thomas Dooly

2012 NOV 28 PM 1:58
M. ROPER PLACKLEY

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EXHIBIT F
CORRESPONDENCE WITH STATE OF FLORIDA
6 pgs

Subj: **RE: Notary Public Bryan J. Bly ID 1194546**
Date: 10/10/2012 9:47:05 A.M. Eastern Daylight Time
From: RoseAnn.Varnadore@DOS.MyFlorida.com
To: TDOOLY7@aol.com

A copy of this email is also being forwarded to Heather Slager in the Governor's office. Heather has a permanent hold on this notary. His commission has expired. Heather Slager's contact information is 850-922-6400 or heather.slager@eog.myflorida.com

A copy of the notary application and bond is attached and below is a print screen that shows the multiple complaints against this notary.

Notary ID | Commission | Address | Employment | Demographics | Notes | Complaints | Modification

Notary ID: 1194546 Record No: 1 Current Record: Y
Trx Type: New Commission Trx Date: 7/2/2007
First: Bryan Archived Box Number: 1676
Middle: J.
Last: Bly

Commissions

No.	Curre	Trx	Date	Name	Sex	Birth Date	Certificate	Status	Issuec
1	Y	NEW	07/02/200	Bly, Bryan J.	F	08/19/1958	DD 691055	HLD	07/02/

Notary ID | Commission | Address | Employment | Demographics | Notes | Complaints | Modification

	Complaint I	Complainant	Received	Nature of Complaint	Disposition
▶	2109	Smart, Samuel M.	10/14/2009	Miscellaneous	Reprimand - Ec
	2307		06/17/2010	Miscellaneous	Reprimand - Ec
	2370		08/17/2010	Residency Question	No Action - Dis
	2514		01/27/2011	Signer Not Present	No Action - Dis
	2705		05/20/2011	Miscellaneous	No Action - Dis
	2728		10/18/2011	Miscellaneous	
	2732		11/01/2011	Miscellaneous	Permanent Hol
	2776	Street, Royal E.	12/27/2011	Miscellaneous	Permanent Hol
	2813		02/27/2012	Miscellaneous	Permanent Hol

If you need further assistance please contact our office.

RoseAnn Varnadore

A-11

EXF

Sr. Section Administrator
New Filing/Notary
Division of Corporations

From: corphelp
Sent: Wednesday, October 10, 2012 9:27 AM
To: 'TDOOLY7@aol.com'
Subject: RE: Notary Public Bryan J. Bly ID 1194546

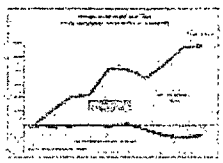
Thank you for your email.

We are forwarding your email to the Notary section for their review.

Thank you.

Lee Rivers
Internet Access Section
Division of Corporations
Florida Department of State

Florida is headed in the right direction!
Click to Enlarge



The Department of State is leading the commemoration of Florida's 500th anniversary in 2013. For more information, please go to www.fla500.com.

The Department of State is committed to excellence.
Please take our Customer Satisfaction Survey.

From: TDOOLY7@aol.com [mailto:TDOOLY7@aol.com]
Sent: Wednesday, October 10, 2012 1:40 AM
To: corphelp
Subject: Notary Public Bryan J. Bly ID 1194546

We have verified that subject was registered as a Notary of the State of Florida on the date that he notarized an Assignment of Mortgage, HOWEVER the alleged signature is totally unrecognizable as being the name: Bryan J. Bly.

Therefore, it is requested that you e-mail a scanned copy of Bryan J. Bly signature that he is suppose to use on documents. Also is there any Florida law requiring the signature to be other than a "squiggle" on the signature line? It is my understanding that in some states the signature should "match" the signature in YOUR file on his application. Is that the case with Florida.

The reason for this request is: Mr. Bryan J. Bly is an an "alleged robo or surrogate signer" by John O'Brian, Register of Deeds, Salem, Massachusetts via Affidavit. Any information to assist in verifying what his signature is suppose to be would be appreciated. Also, please provide the contact information for the Bonding Ageny you identify as NNAF.

A-11

EX-F

Please see attached Affidavit of John O'Brian, and the Assignment of Mortgage wherein Bryan J. Bly apparently signed as Notary with a totally unrecognizable signature.

Thank you for any assistance.
Geary Thomas Dooly
c/o P.O.Box 3326
Spartanburg, SC 29304
Phone 864 978-3426

2012 NOV 26 PM 1:38
M. HOPE BRADLEY

ROA-137

A-11

EXP

STATE OF FLORIDA
BOND OF NOTARY PUBLIC

Secretary of State

Notary Commissions

FOR OFFICE USE ONLY
Approved by Department of State:

STATE OF FLORIDA

KNOW ALL MEN BY THESE PRESENTS, That we,

Bryan J Bry
(Name of Applicant) as Principal, and

Merchants Bonding Company (Mutual) (515) 243-8171
(Name of Surety Company)

as Surety Company, give bond payable to any individual who may be harmed as a result of a breach of duty by said applicant acting in his/her official capacity as Notary Public, in the amount of Seven Thousand, Five Hundred Dollars ($7,500) as assurance for the due discharge of the duties of his/her office of Notary Public and we do bind ourselves, and each of our heirs, executors and administrators, jointly and severally.

Applicant was, on the date of issuance of commission, bonded as a Notary Public in and for the State of Florida, to hold office for the term of four years in accordance with the Constitution and Laws of this State.

Please Sign Here

Now, therefore, if said applicant shall faithfully discharge the duties of the office of Notary Public, as prescribed by law, then this obligation shall be void.

X Bryan J Bry
(Signature of Applicant)

Signed and sealed this 29 day of June, 2007

Merchants Bonding Company (Mutual)
(Name of Surety Company)

2100 Fleur Drive, Des Moines, Iowa 50321-1158
(Address of Surety Company)

National Notary Association-Florida
(Name of Bonding Agency or Company)

P.O. Box 10370, Tallahassee, FL 32302-2370
(Address of Bonding Agency or Company)

By X
(Signature of Florida Licensed Agent)

License #A157923
(Number of Florida Licensed Agent)

Kevin L. Long
(Printed name of Florida Licensed Agent)

Section 817.234(1)(b),F.S. "Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony in the third degree."

This bond shall be for Seven Thousand, Five Hundred Dollars ($7,500).
After execution by surety company, the bond must be submitted to the Department of State for approval and filing before issuance of the notary public commission.

DS/DE 76 (3/04)

Important: Please See Other Side

P27856

ROA-1384-6

NOTARY PUBLIC COMMISSION APPLICATION

Florida Department of State
Notary Commissions (850) 245-6975

153126568

Complete and Return to:
National Notary Association
P.O. Box 10370
Tallahassee, FL 32302-2370

This application and the information it contains, except social security number, are public record and may be disclosed to any person upon request.

Full Name: BLY (Last) BRYAN (First) J (Middle)

Home Address: 2991 Gulf to Bay Blvd (Street) Clearwater (City) FL (State) Pinellas (County) 33759 (Zip)

Place of Employment: Nationwide Title Clearing ☐ Unemployed ☐ Retired

Business Address: 2100 Alt 19 north (Street) Palm Harbor (City) FL (State) 34683 (Zip)

Mail to: ☐ Home ☑ Business ☐ Other Address: (Street or P.O. Box) (City) (State) (Zip)

Home Phone: (727) 415-8681 (or write 'NONE') Business Phone: (727) 771-4000 (or write 'NONE') Extension

E-Mail Address: NONE (or write 'NONE') Sex: ☑ M ☐ F Race: Caucasian

Florida Driver's License (or other State of Florida Issued ID): B400-070-58-299-0 Date of Birth: 8 / 19 / 1958 (Month/Day/Year)

1. Are you a legal resident of Florida? ☑ Yes ☐ No (If No, you are not eligible to apply for a notary commission. Legal residency must be maintained throughout the appointment.)
2. Are you a United States citizen? ☑ Yes ☐ No (If No, you must submit a recorded Declaration of Domicile. Obtain this document from your County Courthouse.)
3. Are you now or have you ever been commissioned a Notary Public in the State of Florida? ☐ Yes ☑ No If No, you must complete a 3 hour notary education course and submit a signed certificate of completion. (Ch. 668.50(11)F.S.)
   If Yes: ___/___/___ (Commission expiration date) ___ (Commission number) ___ (Name in which your commission was issued)
4. Have you held any professional licenses or commissions (other than Notary Public) in Florida during the past 10 years? ☐ Yes ☑ No (If Yes, please list.) ___ Have they been revoked? ☐ Yes ☐ No (If Yes, attach an explanation.)
5. Have you been disciplined by a regulatory agency, including The Florida Bar, and including disciplinary action that is confidential? ☐ Yes ☑ No (If Yes, you must submit a written statement about the nature of the action and any supporting documentation, such as a copy of the Final Order from the regulating agency.
6. Have you been convicted of a felony, had adjudication of guilt withheld, or are you on probation? ☐ Yes ☑ No (If Yes, you must submit a written statement of the nature of the offense(s), a copy of the court judgement and sentencing order. If convicted, you must submit a Certification of Restoration of Civil Rights.)

AFFIDAVIT OF CHARACTER

STATE OF Florida County Pinellas

I, Vilmaree Castro (Print or Type Name of Affiant) am unrelated to and have known Bryan Bly (Name of Applicant) for one year or more; and to the best of my knowledge and observation know (him) (her) to be of good character.

My address is 6313 Bandura Ave. N.P.R. (Street) (City) FL. (State) 34653 (Zip)

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING AFFIDAVIT AND THAT THE FACTS STATED IN IT ARE TRUE.

Home Phone: ( ) - NONE (or write 'NONE')

Work Phone: (727) 771-4000 (or write 'NONE')

X Vilmaree Castro (Signature of Affiant)

OATH OF OFFICE

STATE OF FLORIDA County Pinellas

I DO solemnly (swear)(affirm) that I will support, protect and defend the Constitution and Government of the United States and of the State of Florida; that I am duly qualified to hold office under the Constitution of the State of Florida; that I have read Chapter 117, Florida Statutes, and any amendments thereto, and know the duties, responsibilities, limitations, and powers of a notary public; and that I will honestly, diligently, and faithfully discharge the duties of Notary Public, State of Florida, on which I am now about to enter, (so help me God).

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING APPLICATION AND OATH AND THAT THE FACTS STATED THEREIN ARE TRUE. I accept the office of Notary Public, State of Florida.

X Bryan J Bly (Signature of Applicant - This is the name in which your commission and notary seal will be issued) BRYAN J BLY (Print or Type Name - Must match signature) 6/22/07 (Date)

Social Security Number: [illegible]

Rev. 06/2004

ROA 139

A-11

NATIONAL NOTARY ASSOCIATION
NOTARY PUBLIC EDUCATIONAL TRAINING PROGRAM

Certificate of Completion

BRYAN J BLY
Print Your Name Above

Has Successfully Completed
Florida State-Certified 3-Hour Notary Public Training

Completion of this program demonstrates a commitment to understanding and comprehension of Florida Notary Public laws and practices.

DECLARATION BY NOTARY COURSE ATTENDEE

I swear/affirm under penalty of perjury that on 6-21-07 (Date) I successfully completed three hours of classroom/interactive instruction conducted by the National Notary Association, covering the duties of a Florida Notary Public, including instruction on electronic notarization.

Bryan J Bly 6-21-07
Signature of Attendee Date

RDA-142

EXH

A-11

EXHIBIT G
AFFIDAVIT OF
ROBO SIGNATURES
5 pgs

Commonwealth of Massachusetts

SOUTHERN ESSEX DISTRICT REGISTRY OF DEEDS
SHETLAND PARK
45 CONGRESS STREET
SUITE 4100
SALEM, MASSACHUSETTS 01970

JOHN L. O'BRIEN, JR.
Register of Deeds
(978) 542-1704
Fax: (978) 542-1706
e-mail: southernessexcustomerservice@sec.state.ma.us
www.salemdeeds.com

A division of the Secretary of the Commonwealth
WILLIAM FRANCIS GALVIN, SECRETARY

Tom Dooly
690 Zion Hill Road
Spartanburg, SC 29307

Dear Tom,

In an attempt to provide you with more assistance, I have enclosed, an affidavit signed by me, as Register of the Southern Essex District Registry of Deeds, attesting to the presence of a robo-signed signature on your document as listed on McDonnell Property Analytics Approved Robo-signers List. If you are currently being foreclosed upon, this affidavit may be presented to your attorney, the lender, or the court to show that your chain of title has been corrupted. For those of you who are not in foreclosure, the affidavit may be presented to your current lender to show that a robo-signed document has in fact been recorded in your chain of title and be part of a request to investigate how this happened and what the lender is going to do to correct it.

Thank you for contacting us concerning your robo-signed document. Should you have any further questions or need assistance, please contact my Customer Service Department at 978-542-1704.

With Regards,

John O'Brien
Register of Deeds

M. HOPE BLACKLEY
2012 NOV 28 PM 1:38

ROA-141

1-5

A-11

EXG

AFFIDAVIT OF JOHN L. O'BRIEN, REGISTER OF DEEDS SOUTHERN ESSEX DISTRICT

1. I, John L. O'Brien, Register of the Southern Essex District Registry of Deeds, do hereby swear or aver as follows:

2. As of June 2011 it has been my policy as follows:

   a. IF THERE ARE VARIATIONS OF AN ALLEGED ROBO-SIGNER ON RECORD AT MY REGISTRY – I require that all documents sent for recording that are executed by that alleged robo-signer, be independently verified by an affidavit that the signature is in fact the signature of the named individual, prior to recording. (See Exhibit B attached hereto).
   b. IF THERE ARE NO VARIATIONS OF AN ALLEGED ROBO or SURROGATE SIGNER ON RECORD AT MY REGISTRY – I record the documents and forward them to the Massachusetts Attorney General's Office for review and possible violation of a Crime Against Property, specifically MGL Chapter 266, Section 35A (b) (4).

3. I have instituted this policy based on the opinion of our forensic analyst, Marie McDonnell of McDonnell Property Analytics who has provided me with a list of robo and surrogate signers.

   McDonnell defines a "robo-signer" as: *The person on a legal document processing assembly line whose only task is to sign previously prepared documents affecting title to real property in a robotic-like fashion without reading the documents or verifying the facts contained therein by reviewing primary source evidence. The robo-signer's mission is to expedite the documents' recordation in the public land records or in court proceedings. Additionally, robo-signers regularly fail to establish or simply do not have the authority to execute these documents on behalf of the legal title holder or principal on whose behalf they purport to act.*

   McDonnell defines a "surrogate signer" as: *A person who signs a legal document on behalf of and in the name of another without reading it or understanding the document's contents; surrogate-signers are not authorized to execute these documents on behalf of the legal title holder or principal on whose behalf they purport to act.*

4. I am aware that CRYSTAL MOORE is an alleged robo or surrogate signer.

Signed this 3rd day of October 2012, under the pains and penalties of perjury.

John L. O'Brien, Register

2012 NOV 28 PM 1:38

M. HOPE BLANKLEY

ROA-142

2-5

A-14

EX G

AFFIDAVIT OF JOHN L. O'BRIEN, REGISTER OF DEEDS SOUTHERN ESSEX DISTRICT

1. I, John L. O'Brien, Register of the Southern Essex District Registry of Deeds, do hereby swear or aver as follows:

2. As of June 2011 it has been my policy as follows:

   a. IF THERE ARE VARIATIONS OF AN ALLEGED ROBO-SIGNER ON RECORD AT MY REGISTRY – I require that all documents sent for recording that are executed by that alleged robo-signer, be independently verified by an affidavit that the signature is in fact the signature of the named individual, prior to recording. (See Exhibit B attached hereto).
   b. IF THERE ARE NO VARIATIONS OF AN ALLEGED ROBO or SURROGATE SIGNER ON RECORD AT MY REGISTRY – I record the documents and forward them to the Massachusetts Attorney General's Office for review and possible violation of a Crime Against Property, specifically MGL Chapter 266, Section 35A (b) (4).

3. I have instituted this policy based on the opinion of our forensic analyst, Marie McDonnell of McDonnell Property Analytics who has provided me with a list of robo and surrogate signers.

   McDonnell defines a "robo-signer" as: *The person on a legal document processing assembly line whose only task is to sign previously prepared documents affecting title to real property in a robotic-like fashion without reading the documents or verifying the facts contained therein by reviewing primary source evidence. The robo-signer's mission is to expedite the documents' recordation in the public land records or in court proceedings. Additionally, robo-signers regularly fail to establish or simply do not have the authority to execute these documents on behalf of the legal title holder or principal on whose behalf they purport to act.*

   McDonnell defines a "surrogate signer" as: *A person who signs a legal document on behalf of and in the name of another without reading it or understanding the document's contents; surrogate-signers are not authorized to execute these documents on behalf of the legal title holder or principal on whose behalf they purport to act.*

4. I am aware that BRYAN BLY is an alleged robo or surrogate signer.

Signed this 3rd day of October 2012, under the pains and penalties of perjury.

John L. O'Brien, Register

2012 NOV 28 PM 2:38

M. HOPE BLAUNLEY

ROA-143 3-5

A-11

EX G

AFFIDAVIT OF JOHN L. O'BRIEN, REGISTER OF DEEDS SOUTHERN ESSEX DISTRICT

1. I, John L. O'Brien, Register of the Southern Essex District Registry of Deeds, do hereby swear or aver as follows:

2. As of June 2011 it has been my policy as follows:

   a. IF THERE ARE VARIATIONS OF AN ALLEGED ROBO-SIGNER ON RECORD AT MY REGISTRY – I require that all documents sent for recording that are executed by that alleged robo-signer, be independently verified by an affidavit that the signature is in fact the signature of the named individual, prior to recording. (See Exhibit B attached hereto).
   b. IF THERE ARE NO VARIATIONS OF AN ALLEGED ROBO or SURROGATE SIGNER ON RECORD AT MY REGISTRY – I record the documents and forward them to the Massachusetts Attorney General's Office for review and possible violation of a Crime Against Property, specifically MGL Chapter 266, Section 35A (b) (4).

3. I have instituted this policy based on the opinion of our forensic analyst, Marie McDonnell of McDonnell Property Analytics who has provided me with a list of robo and surrogate signers.

   McDonnell defines a "robo-signer" as: *The person on a legal document processing assembly line whose only task is to sign previously prepared documents affecting title to real property in a robotic-like fashion without reading the documents or verifying the facts contained therein by reviewing primary source evidence. The robo-signer's mission is to expedite the documents' recordation in the public land records or in court proceedings. Additionally, robo-signers regularly fail to establish or simply do not have the authority to execute these documents on behalf of the legal title holder or principal on whose behalf they purport to act.*

   McDonnell defines a "surrogate signer" as: *A person who signs a legal document on behalf of and in the name of another without reading it or understanding the document's contents; surrogate-signers are not authorized to execute these documents on behalf of the legal title holder or principal on whose behalf they purport to act.*

4. I am aware that VILMA CASTRO is an alleged robo or surrogate signer.

Signed this 3rd day of October 2012, under the pains and penalties of perjury.

John L. O'Brien, Register

2012 NOV 29 PM 1:36
M. HOPE BLANLEY

ROA-144 4-5

A-11

EXG

AFFIDAVIT OF JOHN L. O'BRIEN, REGISTER OF DEEDS SOUTHERN ESSEX DISTRICT

1. I, John L. O'Brien, Register of the Southern Essex District Registry of Deeds, do hereby swear or aver as follows:

2. As of June 2011 it has been my policy as follows:

   a. IF THERE ARE VARIATIONS OF AN ALLEGED ROBO-SIGNER ON RECORD AT MY REGISTRY – I require that all documents sent for recording that are executed by that alleged robo-signer, be independently verified by an affidavit that the signature is in fact the signature of the named individual, prior to recording. (See Exhibit B attached hereto).
   b. IF THERE ARE NO VARIATIONS OF AN ALLEGED ROBO or SURROGATE SIGNER ON RECORD AT MY REGISTRY – I record the documents and forward them to the Massachusetts Attorney General's Office for review and possible violation of a Crime Against Property, specifically MGL Chapter 266, Section 35A (b) (4).

3. I have instituted this policy based on the opinion of our forensic analyst, Marie McDonnell of McDonnell Property Analytics who has provided me with a list of robo and surrogate signers.

   McDonnell defines a "robo-signer" as: *The person on a legal document processing assembly line whose only task is to sign previously prepared documents affecting title to real property in a robotic-like fashion without reading the documents or verifying the facts contained therein by reviewing primary source evidence. The robo-signer's mission is to expedite the documents' recordation in the public land records or in court proceedings. Additionally, robo-signers regularly fail to establish or simply do not have the authority to execute these documents on behalf of the legal title holder or principal on whose behalf they purport to act.*

   McDonnell defines a "surrogate signer" as: *A person who signs a legal document on behalf of and in the name of another without reading it or understanding the document's contents; surrogate-signers are not authorized to execute these documents on behalf of the legal title holder or principal on whose behalf they purport to act.*

4. I am aware that DHURATO DOKO is an alleged robo or surrogate signer.

Signed this 3rd day of October 2012, under the pains and penalties of perjury.

John L. O'Brien, Register

2012 NOV 28 PM 1:38
M. HOPE BLANKLEY

ROA-145 5-5

A-11

EXHIBIT H
HAMP DOCUMENTATION
9 pgs

RE: LOAN NUMBER: 4000479909

Sent via FAX 866-452-1837 Nine (9) Pages including this cover letter

From: Geary-Thomas: Dooly and Eleanor-S.: Dooly June 12, 2012
c/o P.O.Box 3326
Spartanburg, South Carolina 29304

Per your letter of May 29, 2012 AND a conversation with your representative I believe that the attach fully completes the needed info. Find attached:

1. Copy of your letter of may 29,2012 with my notes added (2 Pgs.)

2. Signed copy of 4506-T Form (1 Pg).

3. Verification of Eleanor's retirement income. (1 pg).

4. Verification of my retirement income. (1 Pg).

5. Financial Analysis as instructed from you web site (3 Pgs).

IF there is anything else need PLEASE contact me via (864) 978-3426 OR via e-mail tdooly7@aol.com It has taken some time since the State as well as RR Donnelley and Sons required mailing time. I am doing everything I can to get the information needed, please help if not sufficient.
Thanks,
Geary-Thmas: Dooly

Geary-Thomas: Dooly
6-12-12

FAX VERIFICATION OF TRANSMISSION

TRANSMITTING OK

PAGES 09

H. HOPE BEASLEY
2012 NOV 28 PM 1:38
CLERK OF COURT
SPARTANBURG, S.C.

ROA-146

Homeward RESIDENTIAL

DO NOT MAIL PAYMENTS TO THIS ADDRESS
P.O. Box 619063
Dallas, TX 75261-9063

A-11

MAY 29, 2012

2-764-70788-0000898-001-1-000-000-000-000
Geary Thomas Dooly
Eleanor S Dooly
PO Box 3326
Spartanburg, SC 29304-3326

Re: Homeward Residential, Inc. Loan Number: 4000479909

Dear Geary Thomas Dooly and Eleanor S Dooly :

LAST REQUEST FOR HAMP REQUIRED DOCUMENTATION

Homeward Residential, Inc. ("Homeward"), your mortgage servicer, would like to thank you for seeking participation in the Home Affordable Modification Program ("HAMP"). Homeward previously sent you a letter outlining the missing documents necessary to evaluate you for HAMP. Though you may have submitted one or more of the requested documents, either we have not received all documents previously requested or the document(s) you sent were incomplete. Homeward must receive the following completed documents by 06-13-12 in order to complete your HAMP eligibility evaluation.*

Completed and Signed Request for Mortgage Assistance (RMA).
Completed and Signed Dodd-Frank Certification of Making Home Affordable (MHA) Eligibility.
Two most recent pay stubs for all employed borrowers showing year-to-date earnings.
Copy of most recent, signed federal income tax return.
FAXED 6/12/12
*1 Completed and Signed IRS Form 4506T-EZ or Form 4506-T (An IRS Form 4506-T must be completed by borrowers who are not regular, calendar year IRS Form 1040/1040-EZ filers. If you have requested an extension to file your taxes, have not filed your taxes on a regular calendar year basis, or file any form other than Form 1040/1040-EZ you may not use Form 4506T-EZ and must submit Form 4506-T, instead. You can locate both forms at https://gohomeward.com/servicing/forms.asp.)
N/A
*1 Most recent Audited or Unaudited Quarterly or Year-to-Date Profit and Loss Statements for all Self-Employed Borrowers.
NEW INC. STMT FAXED 6-12-12
Documentation to substantiate the use of alimony or child support, such as a divorce decree, separation agreement, legal written agreement, or court order documenting continuance for at least one year, and evidence of receipt of income such as deposit advices, two most recent bank statements, or verification from court, state agency, or disinterested third party.

LM246 046 7LR

RECEIVED
2012 JUN 29 PM 1:38
CLERK OF COURT
SPARTANBURG, S.C.

ROA-147 I-9

A-11

EX A

If you have questions or wish to discuss any options that may be available to you, please call 1-877-304-3100. Our hours of operation are Monday through Friday, 7 am to 9 pm, central time, and Saturday, 7 am to 4 pm, central time. You can request additional assistance in understanding this notice and gather more information at no charge from a HUD-approved housing counselor by contacting 888-995-HOPE and asking MHA (Making Homes Affordable) HELP.

Sincerely,

Homeward Residential, Inc.

* Document Completion Code:
1 = Missing
2 = Wrong Form
3 = No Signature
4 = Date Required
5 = More Information Required

2012 NOV 28 PM 1:38
M. JUDE CLAUNLEY

A-11

LOAN # 4000479909

Form **4506-T**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

Request for Transcript of Tax Return

▶ Request may be rejected if the form is incomplete or illegible.

OMB No. 1545-1872

Tip. Use Form 4506-T to order a transcript or other return information free of charge. See the product list below. You can quickly request transcripts by using our automated self-help service tools. Please visit us at IRS.gov and click on "Order a Transcript" or call 1-800-908-9946. If you need a copy of your return, use **Form 4506, Request for Copy of Tax Return.** There is a fee to get a copy of your return.

1a Name shown on tax return. If a joint return, enter the name shown first.	1b First social security number on tax return, individual taxpayer identification number, or employer identification number (see instructions)
GEARY THOMAS DOOLY	262-64-1055
2a If a joint return, enter spouse's name shown on tax return.	**2b Second social security number or individual taxpayer identification number if joint tax return**
ELEANOR S. DOOLY	255-80-8252

3 Current name, address (including apt., room, or suite no.), city, state, and ZIP code (See instructions)

SAME AS ABOVE C/O P.O. BOX 3326 SPARTANBURG, SC 29304

4 Previous address shown on the last return filed if different from line 3 (See instructions)

690 ZION HILL ROAD SPARTANBURG, SC 29307

5 If the transcript or tax information is to be mailed to a third party (such as a mortgage company), enter the third party's name, address, and telephone number. The IRS has no control over what the third party does with the tax information.

CoreLogic, 4 First-American Way, Santa Ana, CA 92707
866.418.4596 Participant # 300429 Mailbox ID: CoreLogic

Caution. *If the transcript is being mailed to a third party, ensure that you have filled in line 6 and line 9 before signing. Sign and date the form once you have filled in these lines. Completing these steps helps to protect your privacy.*

6 **Transcript requested.** Enter the tax form number here (1040, 1065, 1120, etc.) and check the appropriate box below. Enter only one tax form number per request. ▶ 1040 OR ANY FORM FILED BY THE NAMED PARTY.

a **Return Transcript,** which includes most of the line items of a tax return as filed with the IRS. A tax return transcript does not reflect changes made to the account after the return is processed. Transcripts are only available for the following returns: Form 1040 series, Form 1065, Form 1120, Form 1120A, Form 1120H, Form 1120L, and Form 1120S. Return transcripts are available for the current year and returns processed during the prior 3 processing years. Most requests will be processed within 10 business days . . . . . ☑

b **Account Transcript,** which contains information on the financial status of the account, such as payments made on the account, penalty assessments, and adjustments made by you or the IRS after the return was filed. Return information is limited to items such as tax liability and estimated tax payments. Account transcripts are available for most returns. Most requests will be processed within 30 calendar days. . ☑

c **Record of Account,** which is a combination of line item information and later adjustments to the account. Available for current year and 3 prior tax years. Most requests will be processed within 30 calendar days . . . . . ☑

7 **Verification of Nonfiling,** which is proof from the IRS that you **did not** file a return for the year. Current year requests are only available after June 15th. There are no availability restrictions on prior year requests. Most requests will be processed within 10 business days . . ☑

8 **Form W-2, Form 1099 series, Form 1098 series, or Form 5498 series transcript.** The IRS can provide a transcript that includes data from these information returns. State or local information is not included with the Form W-2 information. The IRS may be able to provide this transcript information for up to 10 years. Information for the current year is generally not available until the year after it is filed with the IRS. For example, W-2 information for 2007, filed in 2008, will not be available from the IRS until 2009. If you need W-2 information for retirement purposes, you should contact the Social Security Administration at 1-800-772-1213. Most requests will be processed within 45 days . . . ☑

Caution. *If you need a copy of Form W-2 or Form 1099, you should first contact the payer. To get a copy of the Form W-2 or Form 1099 filed with your return, you must use Form 4506 and request a copy of your return, which includes all attachments.*

9 **Year or period requested.** Enter the ending date of the year or period, using the mm/dd/yyyy format. If you are requesting more than four years or periods, you must attach another Form 4506-T. For requests relating to quarterly tax returns, such as Form 941, you must enter each quarter or tax period separately.

12/31/2011, 2010, 2009, 2008, 2007, 2006, 2005, 2004

Signature of taxpayer(s). I declare that I am either the taxpayer whose name is shown on line 1a or 2a, or a person authorized to obtain the tax information requested. If the request applies to a joint return, **either** husband or wife must sign. If signed by a corporate officer, partner, guardian, tax matters partner, executor, receiver, administrator, trustee, or party other than the taxpayer, I certify that I have the authority to execute Form 4506-T on behalf of the taxpayer. **Note.** *For transcripts being sent to a third party, this form must be received within 120 days of signature date.*

I/WE HAVE NOT HAD TAXABLE INCOME NOR HAVE WE FILED IN THE PAST 10 YEARS!!

Telephone number of ~~taxpayer~~ on line 1a or 2a: 864 978-3426

Sign Here

▶ Geary Thomas of the Family Dooly ARR — Signature (see instructions) — Date 5-17-12

▶ Eleanor S. of the Family Dooly ARR — ~~Title (if line 1a above is a corporation, partnership, estate, or trust)~~ — Date 5-17-12

▶ Spouse's signature — Date

764-26363-0212F

HMP4000479909T4506043012

ROA-149

4-9

A-11

NIKKI R. HALEY, CHAIR
GOVERNOR

CURTIS M. LOFTIS, JR.
STATE TREASURER

RICHARD ECKSTROM, CPA
COMPTROLLER GENERAL

SC BUDGET AND CONTROL BOARD
SOUTH CAROLINA RETIREMENT SYSTEMS
WILLIAM M. BLUME, JR., CPA
DIRECTOR

HUGH K. LEATHERMAN, SR.
CHAIRMAN, SENATE FINANCE
COMMITTEE

W. BRIAN WHITE
CHAIRMAN, HOUSE WAYS AND
MEANS COMMITTEE

MARCIA S. ADAMS
EXECUTIVE DIRECTOR

June 6, 2012

RE: ELEANOR S DOOLY
SSN XXX-XX-8252
Police Officers Retirement System

Dear Sir or Madam:

The amounts listed below reflect the current monthly retirement benefit annuity payable to the above referenced from the South Carolina Retirement Systems. This is a lifetime annuity.

Current Monthly Annuity:

GROSS	$464.62
NET	$464.62

If you have any questions or need further assistance, please contact Customer Service at 803-737-6800 or 1-800-868-9002 (in-state only).

Sincerely,

South Carolina Retirement Systems

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2012 NOV 28 PM 1:09
M. MOORE BLANTLEY

ROA-150 5-9

LOCATION ADDRESS:
202 ARBOR LAKE DRIVE
COLUMBIA, SOUTH CAROLINA 29223

803-737-6800
800-868-9002 (WITHIN SC ONLY)
WWW.RETIREMENT.SC.GOV

MAILING ADDRESS:
POST OFFICE BOX 11960
COLUMBIA, SOUTH CAROLINA 29211-1960

EXH

A-11

RR DONNELLEY BENEFIT PLANS

Statement Date: June 6, 2012

A000003
GEARY T. DOOLY
PO BOX 3326
SPARTANBURG SC 29304

Your Benefits Resources™
www.mybenefitsdirectory.com/rrd

RR Donnelley Benefits Center
1-877-RRD-4BEN
8 a.m. to 5 p.m. Central Time, Monday through Friday.

RR Donnelley Pension Plan
Pension Income Verification Statement

This statement confirms your pension benefit in the RR Donnelley Pension Plan. If you requested this information for another organization, you should send a copy of this statement to them. This statement was not sent directly to any other organization.

Payment Information for Career Average Benefit

Name	Geary T. Dooly
Pension Payment Option	Single Life Annuity
Payable to You	$510.94 per month*
Payment Effective Date	September 1, 2002

*Deductions are not reflected in this gross amount.

This benefit is payable for the remainder of your lifetime.

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PL HOPE BLACKLEY

RDA-151 69

Homeward SM RESIDENTIAL

A-11

FINANCIAL ANALYSIS FOR LOSS MITIGATION WORKOUT

Loan #: 4000479909

Borrower: Geary-thomas: Dooly Social Security Number: 262-64-1055	Res. Tel. #: 864-978-3426	Work Tel. #: n/a
Co-Borrower: Eleanor-S: Dooly Social Security Number: 255-80-8252	Res. Tel. #: 864-978-3426	Work Tel. #: n/a
Property Address: 690 Zion Hill Road		
City: Spartanburg	State: South Carolina	Zip Code: 29307
Current Address (if different from property address – do not use post office box):		
City:	State:	Zip Code:

Total number of dependents: 0
Have you contacted any HUD-approved credit or housing counselors? No
Is your home listed for sale? No
If yes, who is your agent? _____

Borrower Employment History	Co-Borrower Employment History
Currently Employed? ☐ Yes ☑ No	Currently Employed? ☐ Yes ☑ No
How Long? _____	How Long? _____
Present Employer:	Present Employer:
Address:	Address:
Phone No.	Phone No.
Contact Supervisor:	Contact Supervisor:
Position/Title:	Position/Title:
If self-employed, name of co.:	If self-employed, name of co.:

Description	Monthly Income Borrower	Co-Borrower	Total
Social Security Income	262-64-1055	255-80-8252	
Gross Salary/Wages	$	$	$ 0.00
Unemployment Income (Benefit end date:)	$	$	$ 0.00
Child Support/Alimony	$	$	$ 0.00
~~Disability~~ Income SOCIAL SEC. OR	$ 791.00	$ 832.00	$ 1,623.00
Rental Income	$	$	$ 0.00
~~Interest/Dividend~~ Income RETIREMENT	$ 510.94	$ 464.62	$ 975.56

ASSETS/LIABILITIES – If you own real estate in addition to your personal residence, or if your personal residence is subject to one or more junior mortgages, attach a complete list of property addresses (if different from personal residence), name(s) of lender, lender's address and phone number, account numbers, monthly payment, amount owed, and estimated value & rental income.

Description	Estimated Value	Amount Owed	Net Value
Personal Residence	$ 175,000.00	$ 139,007.65	$ 35,992.35
Personal Property	$ 2,000.00	$ 0.00	$
Checking Accounts	$ 225.00	$	$
Savings Accounts	$ 0.00	$	$
IRA/401k/Keogh Accounts	$ 0.00	$	$
Stocks/Bonds/CD's	$ 0.00	$	$
Cash Value of Life Insurance	$ 0.00	$	$
Other	$	$	$
Totals	$ 177,225.00	$ 139,007.65	$ 35,992.35

ROA-152

EXPENSES A-11

EXH

Liabilities				Expenses	
	Creditor Name	Payment	Balance		Monthly Payment
Other Mortgages/Liens/Rents	139,007.65	$ 1,042.37	$ 139,007.65	Auto Gasoline	$ 45.00
Other Mortgages/Liens/Rents	0	$	$	Auto Insurance (monthly amount)	$ 55.00
Other Mortgages/Liens/Rents	0	$	$	Utilities/Water	$ 27.00
Other Mortgages/Liens/Rents	0	$	$	Utilities/Sewer	$ 0.00
Property Taxes	0	$	$	Utilities/Phone	$ 59.00
Homeowner's Insurance	0	$	$	Utilities/Gas/Oil	$
Flood Insurance (if applicable)	0	$	$	Utilities/Electric	$ 145.00
Homeowner's Association Dues	0	$	$	Food	$ 390.00
Alimony/Child Support	0	$	$	State and/or Federal Tax Liens	$ 0.00
Child Care	0	$	$	Other (describe): Cell Phone	$ 65.00
Health Insurance (if nor deducted from wages)	0	$	$	Other (describe): Gardening Exp	$ 25.00
Life Insurance Premiums (if separate policy)	0	$	$	Other (describe): Misc-Church+Ent	$ 160.00
Uninsured Medical/Dental Expenses	0	$	$		
Credit Card/Installment Loans	0	$	$		
Credit Card/Installment Loans	0	$	$		
Credit Card/Installment Loans	0	$			
Credit Card/Installment Loans	0	$	$		
Student Loans	0	$	$		
Auto Loan(s)	0	$	$		
Auto Lease	0	$	$		

Property Condition

I certify the condition of the property is as noted below (circle one):

1-Excellent 2-Good 3-Fair 4-Poor 5-Condemned 6-Inaccessible

Have you ever received a Condemnation Notice? ☐ Yes ☑ No

Real Estate Taxes

Do you receive and pay the Real Estate Tax bill on your home or does your lender pay it for you?

☐ I do ☑ Lender does

Are the taxes current? ☑ Yes ☐ No

If you pay it, provide a copy of your tax statement.

Hazard Insurance

Do you pay for a hazard insurance policy? ☐ Yes ☑ No

Is the policy current? ☐ Yes ☐ No

If you pay it, provide a copy of the policy.

ROA-153

A-11 EXH

I have described my present financial condition on this financial analysis form and have attached required documentation. Under my present circumstances, I cannot bring my mortgage loan current or I soon may become delinquent due to financial hardship. Therefore, I hereby request assistance from Homeward Residential ("Servicer") under its loss mitigation program.

If Servicer determines that the information and/or documentation I have provided with this financial analysis form is incomplete, or insufficient to render a decision as to my eligibility for loss mitigation, my request for loss mitigation may be denied or delayed until I have provided Servicer with additional information and/or documentation as requested. If I have misrepresented any information and/or documentation, I understand and agree that such misrepresentation will be grounds either for immediate rejection of my request for assistance or immediate termination of any loss mitigation agreed to by Servicer. Furthermore, I shall be liable for any losses or damages suffered by Servicer as a result of such misrepresentation.

In the event a third party is designated to act on my behalf, I have included written authorization to the designee to act on my behalf. In the event I am able to bring the loan current or am able to sell the property for an amount sufficient to pay off my mortgage loan in full during the evaluation process, I understand that my request for participation in Servicer's loss mitigation program will be withdrawn without further action.

By signing below, I declare that the information provided above is true and correct to the best of my knowledge and fully understand that knowingly making a false statement concerning such information may constitute a crime punishable by fine, imprisonment, or both.

Heavy Thomas Holy ARR
Signature of Borrower

6-6-12
Date

Signature of Borrower

6-6-12
Date

Signature of Borrower

Date

Signature of Borrower

Date

REMINDER

Before mailing, make sure that all borrowers on the mortgage note have signed and dated this form. Also, include documentation as noted below.

1. Signed Hardship Explanation Letter.
2. Source(s) of monthly income and proof of the amount:
   - **Wage Earners** – All pay stubs covering the most recent full month.
   - **Self-Employment** – Borrower signed a) Profit & loss statement covering the most recently past 6 months, or b) Federal tax returns for the past year.
   - **Social Security Retirement Disability** – Most recent benefit letter dated/issued within the last 12 months.
   - **Unemployment Benefits** – Benefit statement/letter confirming benefit amount.
   - **Boarder or Family Contributions** – Signed letter from the paying party.
   - **Family, Alimony, Child Support** – Signed letter from the paying party or copy of the court order.
   - **Rents** – Rental Agreement(s).

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2012 NOV 2 AM 8:58
P. KUPEC-BAILEY

Homeward Residential, is a debt collector. However, in the event the recipient has been discharged pursuant to or is under the protection of federal bankruptcy law, this correspondence is being provided solely for informational purposes and does not constitute and should not be construed as an attempt to collect a debt.

ROA-154 9-9

A-11

EXHIBIT "I"

AMERICAN HOME MORTGAGE Servicing, Inc.

FORBEARANCE AGREEMENT

Re	Loan No.	4000479909
	Property Address	690 ZION HILL ROAD SPARTANBURG SC 29307
	Borrower(s)	GEARY DOOLY
		ELEANOR DOOLY

This Forbearance Agreement (hereinafter "Agreement"), is made and entered into as of 01/24/2011, by and between American Home Mortgage Servicing, Inc. (hereinafter "Lender") and GEARY DOOLY and ELEANOR DOOLY (hereinafter collectively referred to as "Borrowers").

RECITALS:

Borrowers executed that certain promissory note and any riders or addenda thereto (hereinafter the "Note") and mortgage, deed of trust or deed to secure debt (hereinafter "Security Instrument") on or about , in the original principal amount of USD $ 152800.00 (hereinafter collectively referred to as "Loan" or "Loan Documents"); and

The Loan is secured by the Security Instrument, which covers, the premises commonly known as 690 ZION HILL ROAD SPARTANBURG SC 29307 (hereinafter referred to as "Property"); and

Borrowers have defaulted in making their payments under the Loan and desire to remedy that default by bringing the Loan current; and

Lender has stated that it will consider forgoing pursuit of the legal remedies available to it as a result of Borrowers' aforementioned default under the Loan, provided that the Borrowers execute and fulfill the terms of this Agreement.

AGREEMENT:

NOW THEREFORE, in consideration of the Lender forgoing pursuit of its legal remedies under the Loan Documents relating to foreclosure and sale of the Property due to the aforementioned default, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Borrowers, intending to be legally bound, understand, acknowledge, covenant and agree as follows:

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2017 NOV 28 PM 12:38
M. HOPE BLACKLEY
SPARTANBURG

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ROA-155

A-11

EX I

1. Recitals: The above recitals are true and correct and incorporated herein by reference.

2. Contractual Due Date: Borrowers are in default in making their monthly payments under the Loan Documents and the contractual due date of the Loan as of the date of this Agreement is 07/01/2009 (that is, the last installment paid by Borrower's was the one which came due on 06/01/2009)

3. Arrearage: As of the date of this Agreement, the total sum necessary to bring the Loan current, including, but not limited to, principal, accrued interest, accrued late charges, Lender advances, escrow arrearages and foreclosure fees and costs, is $ 33696.68 (hereinafter referred to as the "Arrearage"). The Arrearage is itemized in Exhibit A, attached hereto and made a part hereof. It is anticipated that Payment of the full amount of the Arrearage by Borrowers to Lender pursuant to the terms of this Agreement will fully satisfy the terms of this Agreement and bring the Loan current, at which time regular monthly payments will resume pursuant to the terms of the original Loan Documents. Borrowers understand that the Arrearage set out in Exhibit A is the lump sum necessary to bring the loan current in one payment good through the date thereon, but that paying the Arrearage over time, as contemplated in this Agreement, may increase the overall sum paid. This increase may, for example, be due to monthly charges, such as late charges, which continue to accrue pursuant to the Loan Documents during the pendency of this Agreement because the Loan is delinquent. Other possible reasons for a higher total when paying over time are an increase in the monthly amount due because of interest rate changes (on adjustable rate mortgages), and interest on secured advances. Should Borrowers bring the loan current more quickly than contemplated under the Agreement, the overall cost may be lower due to the accrual of fewer charges such as late charges and interest on secured advances.

4. Increased Monthly Payment: Borrowers must make all Loan payments pursuant to the following terms and conditions:

   a. As a prerequisite to the validity of this Agreement, a down payment in the amount of $ 16327.16, must be received by Lender no later than 5:00 P.M. Pacific Standard Time, 01/29/2011 either: (i) via overnight mail sent to the attention of American Home Mortgage Servicing, Inc., 1525 S. Beltline Rd, Coppell, TX 75019 in the form of guaranteed funds (certified check, cashiers check or money order) made payable to American Home Mortgage Servicing, Inc. or (ii) via Money Gram, receive code 4513 or Western Union "Quick Collect" to Code City: AHMSI, Code State: TX.

   b. During the term of this Agreement, Borrowers shall make increased monthly payments in the amount of $ 3999.01, which includes the full regular monthly payment under the Loan Documents plus a pro rata portion of the Arrearage (both amounts together hereinafter referred to as the 'Plan Payment'), which must be received by Lender no later than 5:00 P.M. Pacific Standard Time, commencing on 02/25/2011 and continuing on the same date of each and every month through and including 07/25/2011. The Plan Payment is itemized in Exhibit B, attached hereto and made a part hereof. Borrowers must send the Plan Payment either (i) in the form of guaranteed funds (certified check, cashiers check or money order) made payable to American Home Mortgage Servicing, Inc., and mailed or delivered to Lender at American Home Mortgage Servicing, Inc., 1525 S. Beltline Rd, Coppell, TX 75019 or (ii) via Money Gram, receive code 4513 or Western Union Quick Collect to Code City: AHMSI, Code State: TX.

   c. All payments on the Loan made pursuant to this Agreement shall be clearly marked with the above referenced Loan number and may be applied to any amounts outstanding on the Loan, including fees and costs, in the order and proportion deemed appropriate by Lender.

   d. As to each and every payment made under this Agreement, time shall be strictly of the essence and there shall be no grace period.

2-8

ROA-156

A-11

GX I

5. Collection Efforts to Continue: This Agreement shall be of absolutely no force or effect, and no action will be taken by Lender to cease collection activities and/or postpone the foreclosure or sale of the Property (if applicable), unless and until Lender has received both this Agreement, fully executed by the Borrowers, and any required down payment in the form and in the manner as outlined in subparagraph 4a above no later than 01/29/2011. This Agreement is not considered "received" by Lender unless and until it has been internally date stamped by Lender and delivered to American Home Mortgage Servicing, Inc. 1525 S. Beltline Rd, Coppell, TX 75019, or successfully faxed to 866-435-8113. Faxed copy of the Agreement may be used for any purposes as if it were the original.

6. Late Charges and Additional Fees and Costs; Increase in Plan Payment:

   a. Unless prohibited by state law, late charges, as set forth in the Note, shall continue to accrue during the term of this Agreement until such time as the Loan is brought current. Borrowers understand that any such late charges may be in addition to (and not subsumed within) the Plan Payments, but must also be paid to satisfy the terms and conditions of this Agreement and bring the Loan current. This is because a late charge for an installment may not be accrued unless that installment remains outstanding past the late charge accrual date.

   b. Additional fees, expenses and charges relating to the Loan that have not yet been billed to or incurred by Lender or debited to the Loan account, including but not limited to appraisal and broker price opinion fees, property inspection fees, Lender advances for payment of Borrowers' taxes and/or insurance, attorney fees and expenses, and collection fees (hereinafter, together with late charges, collectively referred to as "Additional Costs"), are not included in the Plan Payment and must be paid by Borrowers in order to fully satisfy the terms and conditions of this Agreement and bring the Loan current.

   c. In order to ensure payment by Borrowers of such Additional Costs, and in Lender's sole and absolute discretion, the Plan Payment amount may be subject to increase, upon written notice by Lender to Borrowers, to an amount necessary to bring the Loan current by the final Plan Payment due date under this Agreement.

7. Adjustable Rate Note; Increase in Plan Payment: If the Note is an adjustable rate instrument, the Plan Payment may be subject to increase pursuant to interest rate adjustments as dictated by the terms of the Note. If the Plan Payment is not increased despite an interest rate increase pursuant to the Note, the sums accrued but unpaid due to the interest rate increase ("Additional Sums Due Per Rate Change") must also be paid to satisfy the terms and conditions of this Agreement and bring the Loan current. If the interest rate is adjusted downward under the terms of the Note, the Plan Payment will not decrease, but any surplus will be applied to the Arrearage. In order to ensure payment by Borrowers of such Additional Sums Due Per Rate Change, and in Lender's sole and absolute discretion, the Plan Payment amount may be subject to increase, upon written notice by Lender to Borrowers, to an amount necessary to bring the Loan current by the final Plan Payment due date under this Agreement.

8. Taxes and Hazard Insurance; Increase in Plan Payment: Should Lender require Borrowers, pursuant to the terms of the Loan Documents, to establish an impound account with Lender for payment of taxes and insurance, or should the monthly contribution to any existing impound account increase pursuant to a periodic escrow analysis, the Plan Payment may increase accordingly. Should the monthly contribution to any existing impound account decrease pursuant to a periodic escrow analysis, the Plan Payment will not decrease, but any surplus will be applied to the Arrearage. In order to ensure payment by Borrowers of any additional sums due pursuant to an increase in the monthly escrow contribution, and in Lender's sole and absolute discretion, the Plan Payment amount may be subject to increase, upon written notice by Lender to Borrowers, to an amount necessary to bring the Loan current by the final Plan Payment due date under this Agreement.

9. Credit Reporting: Until such time as the Loan is brought current (either by successful completion of the terms of this Agreement or a lump sum payment of the Arrearage), the Loan remains delinquent and the Lender must continue to report the Loan as delinquent to the credit reporting agencies to which Lender reports.

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ROA-157

A-11

EXI

10. Pending Foreclosure Action: In the event that a foreclosure action is pending relating to the Loan at the time this Agreement becomes effective (as contemplated in paragraph 5 above), the foreclosure action will not be dismissed, but Lender shall use its best efforts to ensure that the foreclosure is placed on hold pending satisfaction by Borrowers of the terms of this Agreement. Lender shall retain the right to continually postpone the foreclosure, file notices with the court, publish the pending foreclosure, complete service or otherwise take any action reasonably necessary to maintain the "Pending" status of the foreclosure action during the term of this Agreement. Furthermore, if Lender or its designated agent has, prior to the execution of this Agreement, submitted any motion or order to the court, Lender shall not be required to withdraw such motion or order by virtue of this Agreement, and the court shall be permitted to consider such motion and/or enter any appropriate order in response to such motion. In the event a judgment of foreclosure is entered or a foreclosure sale or "law day" is held after this Agreement is offered to Borrowers, but before it is effective by virtue of their timely performance, it shall be automatically withdrawn.

11. Inability to Postpone: If a foreclosure sale or "law day" has been scheduled to occur shortly after Lender has received both the signed Agreement and any required down payment from the Borrowers, it may not be possible for Lender to stop the sale of the Property or vesting of title to the Property in a third party purchaser. In such event, the down payment will be returned to the Borrowers and this Agreement shall have no force or effect. Furthermore, Lender assumes no liability, and Borrowers hereby absolve Lender from liability, for failure to stop the sale or otherwise unwind, rescind or reverse the sale or vesting should such sale or vesting occur. If Lender is unable to stop the sale of the Property and Borrowers and Lender subsequently undertake any effort to unwind, rescind or reverse the sale or vesting, then any fees and costs associated with such activity shall be added to the Loan balance.

12. Material Breach and Termination of Agreement: The Borrowers shall be considered to be in material breach of this Agreement and this Agreement shall terminate at the option of Lender without further notice to Borrowers at under any of the following circumstances:

    a. Borrowers fail to strictly comply with any of the terms of this Agreement or the Loan Documents(for example, by failing to timely pay any of the payments called for in this Agreement).

    b. The Property is abandoned or left vacant for more than sixty (60) days.

    c. Borrowers transfer any interest in the Property without Lender's prior written consent.

    d. The facts or circumstances relating to Borrowers' financial condition, which influenced Lender to enter into this Agreement, are substantially changed for the worse.

    e. Incorrect or fraudulent information was submitted by Borrowers to induce Lender to enter into this Agreement.

13. Effect of Termination: If this Agreement is terminated due to material breach as set forth above, the Lender shall be entitled to pursue its remedies pursuant to the terms and conditions of the Loan Documents as if this Agreement had never existed. If, upon termination of this Agreement, the Borrowers remain in default under the Loan Documents, Lender shall be entitled to commence or resume foreclosure without the necessity of re-providing the Borrowers with any legally required notices that were duly provided by Lender to Borrowers prior to execution or during the term of this Agreement. Lender's waiver of a breach by Borrower shall not be construed as a waiver of any subsequent breach or failure of the same term or condition or a waiver of any other term or condition in this Agreement, nor shall it establish or evidence any course of dealing between the parties.

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2011 JAN 28 PM 1:38
BLAURLEY

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EX I

Loan Number# 4000479909 ID# 362716

14. No Defenses; Release: By their execution and delivery to Lender of this Agreement, the Borrowers acknowledge that the Arrearage is the Borrowers' full responsibility and was produced solely by the actions or inactions of the Borrowers. Furthermore, Borrowers agree that they have no defense, setoff or counterclaim related to the Loan or the Property, or to Lender's activities relating to the Loan or the Property, and Borrowers hereby voluntarily release, discharge and agree not to sue Lender for any and all claims, demands, controversies, damages, actions, causes of action, liabilities, rights, costs (including attorney fees and court and litigation costs and expenses), indemnities, obligations or losses of any kind or nature whatsoever, whether at this time known or unknown, for or by reason of any act, omission, event, transaction, matter or cause, arising from or relating to the Loan, the origination of the Loan or the servicing of the Loan, or any dispute arising from or relating to the Loan, the origination of the Loan or the servicing of the Loan, or any of the facts upon which any such dispute is based.

15. Advice of Attorney: The Borrowers warrant and represent that in executing this Settlement Agreement they have relied upon legal advice from the attorney of their choice; that this Agreement has been read by the Borrowers and such attorney, and its consequences (including risks, complications, and costs) have been completely explained to Borrowers by that attorney; and Borrowers fully understand the terms of this Agreement.

16. Loan Documents: All of Borrowers' rights and responsibilities under, and all of the terms and conditions of the Note and Security Instrument, shall remain in full force and effect except as expressly modified by this Agreement. Nothing contained in this Agreement shall be construed to impair the Security Instrument or affect or impair Lender's rights or powers under the Loan Documents to recover any sum due under the terms of the Note, including any Arrearage and Additional Costs.

17. Severability: To the extent that any word, phrase, clause, or sentence of this Agreement shall be found to be illegal or unenforceable for any reason, such word, phrase, clause, or sentence shall be modified or deleted in such a manner so as to make the Agreement, as so modified, legal and enforceable under applicable law, provided that should such modification or deletion materially diminish the benefit of this Agreement to either Lender, in its sole discretion and election, or Borrowers, in their sole discretion and election, the Agreement shall, only after written notice given by the electing party to the other party, be of no force or effect and the relationship of Lender and Borrowers shall be entirely governed by the provisions of the Loan Documents.

IN WITNESS WHEREOF, the undersigned has/have caused this Agreement to be executed as of the date first above written.

Borrower: _____

Dated: _____

Borrower: _____

Dated: _____

BORROWERS MUST SIGN AND RETURN ALL PAGES

2012 NOV 28 PM 1:33
FT. HOPE BLAUNLEY

5-8

ROA-159

A-11

EX I

Loan Number# 4000479909

ID# 362716

EXHIBIT A

Borrower Name : GEARY DOOLY
Reinstatement Quote for Loan : 4000479909
Good Through Date : 02/08/2011

20 Payments Due @ 1042.37	:	$ 20847.40
Foreclosure Fees and Costs	:	$ 3722.00
Other Fees	:	$ 405.60
Escrow	:	$ 7731.40
Late Charges	:	$ 990.28
Total Servicer Reinstatement Amount	:	$ 33696.68

IN WITNESS WHEREOF, the undersigned has/have caused this Agreement to be executed as of the date first above written.

Borrower: _____

Dated: _____

Borrower: _____

Dated: _____

BORROWERS MUST SIGN AND RETURN ALL PAGES

FILED
2012 JUN 26 PM 12:58
M. THUPE BLAKELEY

American Home Mortgage Servicing Inc., 1525 S. Beltline Rd
Coppell, TX 75019 * 877-304-3100 * Fax 866-435-8113

6-9

ROA-160

A-11

EX I

Loan Number# 4000479909 ID# 362716

EXHIBIT B

PLAN PAYMENT DETAILS for Loan : 4000479909

	Due Date	Payment Amount:
Deposit	01/29/2011	Pd $ 16327.16
1	02/25/2011	Pd $ 3999.01
2	03/25/2011	Pd $ 3999.01
3	04/25/2011	Pd $ 3999.01
4	05/25/2011	Pd $ 3999.01
5	06/25/2011	Pd $ 3999.01
6	07/25/2011	Pd $ 3999.01
Total		$ 23994.06

40,321.22

		Term	
RI Amount:			$ 33696.68
Payment	$ 1042.37	6	$ 6254.22
Late Charge	$ 52.12	6	$ 312.72
Prop Insp	$ 9.60	6	$ 57.60
Total			$ 40321.22
Less Deposit :			$ 16327.16
Total Plan Instalments:			$ 23994.06

Borrower: _____

Dated: _____

Borrower: _____

Dated: _____

BORROWERS MUST SIGN AND RETURN ALL PAGES

NOTICE TO BORROWERS :

Please be advised that the total listed on this Exhibit B is necessarily based on several assumptions. First, it presumes that each installment listed hereon will be made timely, according to the above schedule. Should reinstatement be made early, certain of the anticipated but not yet accrued charges (such as, for example, the late charges and property inspection fees listed in the right hand column that has not yet come due at the time of reinstatement), will not be included in the amount necessary to reinstate. Thus, should you desire to reinstate early, please call (877)-304-3100 to get an up-to-date reinstatement figure.

Second, any increase in the total amount due pursuant to a change caused by additional fees and costs (see Paragraph 6 of the Agreement), an interest rate increase (see Paragraph 7 of the Agreement), or an increase in the escrow (tax or insurance) component of your payment (see Paragraph 8 of the Agreement) must be paid before the Loan is considered fully reinstated pursuant to the Agreement. As such, the final Plan Payment - or an early reinstatement - may differ significantly from the amount set forth in this Exhibit B.

The component sums (i.e. Arrearage, Payment, Late charge, etc.), which together comprise the "Total" on this Exhibit B, rather than being equally distributed in the plan payments are applied as permitted by Paragraph 4c of the Agreement in an order designated by Lender, such as, for example, payment of accrued fees and costs prior to application to other sums due.

IN WITNESS WHEREOF, the undersigned has/have caused this Agreement to be executed as of the date first above written.

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EX I

Loan Number# 4000479909 ID# 362716

Borrowers acknowledge that they have read and understand that above notice.

Borrower: _____ Borrower: _____

Dated: _____ Dated: _____

BORROWERS MUST SIGN AND RETURN ALL PAGES

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STATE OF SOUTH CAROLINA	IN THE COURT OF COMMON PLEAS
COUNTY OF SPARTANBURG	CASE NO.: 2012-CP-42-3027
Deutsche Bank National Trust Company, as Trustee for Argent Securities Inc., Asset-Backed Pass-Through Certificates, Series 2004-W11 Alleged Plaintiff(s) vs. **Geary Thomas Dooly, Eleanor S, Dooly and United States of America** Alleged Defendants	**DEFENDANT'S REPLY TO PLAINTIFF'S FIRST INTERROGATORIES**

ALEDGED DEFENDANT'S REPLY TO PLAINTIFF'S FIRST INTERROGATORIES

COMES NOW, Geary Thomas Dooly on behalf of himself and as guardian ad litem for Eleanor S. Dooly, one of the people of South Carolina, in a special limited appearance, without granting jurisdiction. Alleged Defendants (hereinafter referred to as "Defendant") submits the following replies to each and every interrogatory presented. These replies are made and intended to comply and fulfill all South Carolina Rules of Civil Procedure, and the Court is further noticed, that Alleged Defendant, Pro Se Vivus/Triformis, not being educated in the law, the court must read and construe liberally, all pleadings by the Alleged Defendant. *Hanes v. Kerner 404 US 520, Birl v Estelle 660 F.2d 592.*

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ANSWERS TO INTERROGATORIES

1. "Give the names, addresses, and phone numbers of persons known to the defendants to be witnesses concerning the facts of the case, and state whether written or recorded statements have been taken or received from the witnesses."

i) Cherry Clayton Cherry Tree Audit Services 1633 Ashbury Lane, Romeoville, Illinois 60446 Phone (630) 768-8383 e-Mail: cherrytreeauditservices@gmail.com Mr. Clayton will be a live witness at trial in person or via phone as well as documentation via affidavit as an EXHIBIT previously presented.

ii) John L. OBrian,Jr., Register of Deeds, Commonwealth of Massachusetts, Southern Essex District Registry of Deeds, Shetland Park, 45 Congress Street, Suite 4100 Salem, Massachusetts 01970 Phone: (978) 542-1704 FAX (978) 542-1706 e-Mail: southernessexcustomerservice@sec.state.ma.us Written affidavits for four (4) signatures on the Assignment of the Note & Mortgage are presented as being ROBO or Surrogate signers thus voiding that assignment such that Plaintiff does NOT have a valid assignment nor is a holder in due course to file this action with continued action causing the DEFENDANTS undue harm, stress, and expense. Mr. O'Brian, may serve as a witness via phone at trial.

iii) RoseAnn Varnadore State of Florida, Department of State (DOS) Notary Section, e-Mail address: RoseAnn.Varnadore@DOS.MyFlorida.com Phone number is not available. Ms. Varnadore is supplying witness documentation in reference to the validity if the ROBO Notary Signature on the Assignment of Note & Mortgage verifying that the Notary Signature was NOT properly scribed as the Notary signed his Notary application, but was an unintelligible "squiggle" signature.

iv) Heather Slager, Governor's Office State of Florida. Phone: (850)922-6400 e-Mail: heather.slager@eog.myflorida.com Another witness as to the validity of the Notary utilized in the

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fraudulent Assignment of Note and Mortgage. Ms. Slager has a "permanent hold on this Notary", has record of numerous complaints re "Residency Question", "Signer Not Present", and "Miscellaneous". Thus providing another witness to the fraud involved in this Assignment, and Foreclosure.

v) Additional witness information may follow immediately as it becomes available.

2. "List the names and addresses of any expert witness whom the party proposes to use as a witness at the trial of the case."

i) Cherry Clayton – See details above #1(i)

3. "For each person known to the Defendants to be a witness concerning the facts of the case, set forth a summary sufficient to inform Trustee of the important facts known to or observed by such witness."

i) Cherry Clayton –Information given above in #1.

ii) John L. OBrian – Information given above in #1.

iii) RoseAnn Varnadore, State of Florida – Information given above in #1.

iv) Heather Slager, Governor's Office State of Florida – Information given above in #1.

4. "Identify each and every category of damages the Defendants claim to have sustained and set forth the specific amount claimed for each category, how such amount was calculated, and contractual or statutory basis for each category."

i) See explanation given in reply to virtually identical question in **DEFENDANT'S REPLY TO PLAINTIFF'S FIRST REQUEST FOR PRODUCTION** #14 on page 5.

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5. "Identify all documents and materials that Defendants believe support their claims against Trustee." All such documents are identified in detail with EXHIBITS in #1(a) thru (i); #4 (i) thru (vii); #9; #10; and #12 of **DEFENDANT'S REPLY TO PLAINTIFF'S FIRST REQUEST FOR PRODUCTION**

6. "Identify any and all employees, agents, and representatives of the Trustee with whom the Defendants or their representatives have communicated regarding the events described in the Answer and Counterclaim"

Of ALL correspondence including that given as EXHIBIT "E" of PLAINTIFF"S COMPLAINT, NEVER was there a person's name been associated nor given. Furthermore, in ALL telephone communication NEVER was the person identified by name but referred to themselves as American Home Servicing, or Homeward Residential. There is no record log of phone calls. As to written communication and dates thereof it seems best to refer you to copies of some of the pertinent correspondence as now in your possession as follows: 1) **EXHIBIT "E" of PLAINTIFF'S COMPLAINT** filed July 19, 2012 there are 4 such letter, dated but NO NAME. 2) **EXHIBITS "H" and "I" of DEFENDANT'S REPLY TO PLAINTIFF'S FIRST REQUEST FOR PRODUCTION** there may be additional written, dated communications, but again Plaintiff or Plaintiff's agent does not identify by name. Most letters and communication was not relative to the primary points of this action, but notices re late payment, insurance, etc and copies were not returned. I am certain that the Plaintiff's Servicers could supply electronic "reems" of such communication if it will be to your benefit, I can request such if you would like prefer.

7. "Identify with specificity all facts, evidence, and documents that Defendants believe support their allegations that Trustee lacks standing as alleged in paragraphs 1-6 of the Answer and Counterclaim."

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8. "Identify with specificity all facts, evidence, and documents that defendants believe support their allegations that Defendants have a proprietary interest in the instrument as alleged in paragraphs 7-13 of Answer and Counterclaim."

A) When the Bank REQUIRED me to sign a Promissory Note in addition to the Mortgage, the Bank failed to tell me their intent to sell the Note signed by me (The Bank is not a party) for the funding of the loan. The Bank in the divisive act defrauded me into giving them an UN registered Security that would be later sold to fund the loan, and that Note is part of CUSIP 040104ME8, thereby the Bank created money from my signature, since that was all that was on the Note, to give it CREDIT. That Note may have later been endorsed on the back so as to imply the "Credit" of the Bank however it is illegal for the bank to lend it's Credit as is addressed in this action. When the Bank supplies a full accounting of both sets of books, it will show that a deposit of MY CREDIT was made into the Bank to create an ASSET from which to make the loan. TWO problems: it is illegal for the Bank to "CREATE" money, and it is an act of CONVERSION to convert my signature on a Security document of which I was NOT made aware, to an asset in the Bank from which to fund the loan. These are serious acts and a primary point in this action and these "acts" must be rectified or must be fully prosecuted to include failure to rectify after having been made aware even though they were always "aware" of these contrived acts. The "evidence" of these facts will be available when supplied via **DEFENDANTS DISCOVERY: INTERROGATORIES** as filed October 9, 2012. The current evidence is that supplied by Mr. Cherry showing that the Note was SOLD and is currently being traded without my consent and without my benefiting from the sale of a Security based solely on my signature. DEFENDANT is the only party of interest on that Security (Note).

B) Attached is **EXHIBIT A, Titled "NATIONAL BANKS CANNOT LEND THEIR CREDIT".** It is a compilation of case law relating to acts of Banks that are fraudulent, cause for CIVIL

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RICO, as relates to this instant case. Furthermore, I include all these cases of **EXHIBIT A** as Case Evidence of the acts of the Plaintiff. In your review of these cases, keep the following questions in mind:

a. Did the Plaintiff lend its Money OR its Credit?

b. What does the Plaintiff's Charter say re these subjects?

c. Is recovery allowed even though misrepresentation is innocently made?

c. Is a RICO Civil action establish by establishing only criminal violation?

C) Defendants have a proprietary interest in the instrument in that Defendants signatory is the ONLY credit supporting the Note and the subsequent Unauthorized sale of that Note to investors. The bank had no interest, value, potential loss as relates to the instrument sold that became and remains a part of CUSIP # 040104ME8. The bank has no interest in the Note as a Security an is not allowed to create such. All in accord with CFR 433.2, UCC3-305, and numerous other code given with detail in **EXHIBIT 2 of ALLEDGED DEFENDANT'S RESPONSE TO PLAINTIFF'S REPLY TO ANSWER AS COUNTERCLAIM.**

9. "When was the last payment made by Defendants on subject loan and the amount paid?" I believe my last payment was in January of 2012 in the amount of $1,477.32

NOTICE

Defendant reserves the right to add additional information after receipt of reply from Plaintiff to **DEFENDANTS DISCOVERY: INTERROGATORIES** as filed October 9, 2012 to which was granted an extension thus making this notice necessary. If there be anything in this reply that does not fulfill the anticipated or needed response, Plaintiff is requested to so state such so DEFENDANT may comply with the legal intent. As an alternative, such could be addressed in the

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form of Second, Third, etc Interrogatories. Be reminded that the Court, of which you are a party/officer, has been noticed as follows: The court is further noticed, that the Alleged Defendant, Pro Se (Vivus/Triformis), not being educated in the law, the court must read and construe liberally, all pleadings by the [Alleged] Defendant. Hanes v. Kerner 404 US 520, Birl v Estelle 660 F. 2d 592.

Date:28th day of November, 2012

Geary Thomas Dooly

Without prejudice - All rights reserved.
Signed reserving all my rights at UCC 1-207 & 1-308
Geary Thomas Dooly
c/o Post Office Box 3326
Spartanburg, South Carolina [29304]

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M. HOPE BLACKLEY

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EXHIBIT A

Pg 1-3

NATIONAL BANKS CANNOT LEND THEIR CREDIT

This is really excellent case law on this subject, the best I've seen. Store it away if need be until you have time to really examine it. Two samples:

"A bank can lend its money, but not its credit." *First Nat' I Bank of Tallapoosa v. Monroe*, 135 Ga 615, 69 SE 1124, 32 LRA (NS) 550.

"...the bank is allowed to lend money upon personal security; but it must be money that it loans, not its credit." *Seligman v. Charlottesville Nat. Bank*, 3 Hughes 647, Fed Case No. 12, 643, 1039.

The following case cites also support this Memorandum on credit loans and void contracts:

4. "In the federal courts, it is well established that a national bank has not power to lend its credit to another by becoming surety, indorser, or guarantor for him." *Framers and Miners Bank v. Bluefield Nat'l Bank*, 11 F2d 83, 271 U.S. 669.

5. "A national bank has no power to lend its credit to any person or corporation..." *Bowen v. Needles Nat. Bank*, 94 F 925, 36 CCA 553, CERTIORARI DENIED IN 29 S.Ct 1024, 176 US 682, 44 LED 637.

6. "Mr. Justice Marshall said: The doctrine of ultra vires (beyond the power) is a most powerful weapon to keep private corporations within their legitimate spheres and to punish them for violations of their corporate charters, and it probably is not invoked too often... Zinc Carbonate Co. v. First National Bank, 103 Wis 125, 79 NW 229." American Express Co. v. Citizens State Bank, 194 NW 430.

7. "A bank may not lend its credit to another, even though such a transaction turns out to have been of benefit to the bank, and in support of this a list of cases might be cited, which would look like a catalog of ships." [Emphasis added] Norton Grocery Co. v. Peoples Nat. Bank, 144 SE 505, 151 Va. 195.

8. "It has been settled beyond controversy that a national bank, under federal law being limited in its powers and capacity, cannot lend its credit by guaranteeing the debts of another. All such contracts entered into by its officers are ultra vires..." *Howard & Foster Co. v. Citizens Nat'l Bank of Union*, 133 SC 202, 130 SE 759 (1926).

9. "...checks, drafts, money orders, and bank notes are not lawful money of the United States..." *State v. Neilon*, 73 Pac 324, 43 Ore 168.

10. "Neither, as included in its powers not incidental to them, is it a part of a bank's business to lend its credit. If a bank could lend its credit as well as its money, it might, if it received compensation and was careful to put its name only to solid paper,

PLACED IN THE RECORDS OF THE CASE

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EXHIBIT "A"
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make a deal more than any lawful interest on its money would amount to. If not careful, the power would be the mother of panics,... Indeed, lending credit is the exact opposite of lending money, which is the real business of a bank, for while the latter creates a liability in favor of the bank, the former gives rise to a liability of the bank to another. 1 Morse, Banks and Banking, 5th Ed. Sec 65; Magee, Banks and Banking, 3rd Ed. Sec. 248." *American Express Co. v. Citizens State Bank,* 194 NW 429.

11. "It is not within those statutory powers for a national bank, even though solvent, to lend its credit to another in any of the various ways in which that might be done." *Federal Intermediation Credit Bank v. L' Herrison*, 33 F 2d 841, 842 (1929).

12. "There is no doubt but what the law is that a national bank cannot lend its credit or become an accommodation endorser." *National Ban of Commerce v. Atkinson*, 55 F. 471.

13. "A bank can lend its money, but not its credit." *First Nat' I Bank of Tallapoosa v. Monroe,* 135 Ga 615, 69 SE 1124, 32 LRA (NS) 550.

14. "...the bank is allowed to lend money upon personal security; but it must be money that it loans, not its credit." *Seligman v. Charlottesville Nat. Bank*, 3 Hughes 647, Fed Case No. 12, 643, 1039.

15. "A loan may be defined as the delivery by one party to, and the receipt by another party of, a sum of money upon an agreement, express or implied to repay the sum with or without interest." *Parsons v. Fox*, 179 Ga 605, 176 SE 644. Also see *Kirkland v. Bailey*, 55 SE 2d 701 and *United States v. Neifert White Co.*, 247 Fed Supp 878, 879.

"The word 'money' in its usual and ordinary acceptation means gold, silver, or paper money used as a circulating medium of exchange..." *Lane v. Railey*, 280 Ky 319, 133 SW 2d 75.

16. "A promise to pay cannot, by argument, however ingenious, be made the equivalent of actual payment..." *Christensen v. Beebe*, 91 P 133, 32 Utah 406.

17. "A bank is not the holder in due course upon merely crediting the depositors account." *Bankers Trust v. Nagler*, 229 NYS 2d 142, 143.

18. "A check is merely an order on a bank to pay money." *Young v. Hembree*, 73 P2d 393.

19. "Any false representation of material facts made with knowledge of falsity and with intent that it shall be acted on by another in entering into contract, and which is so acted upon, constitutes 'fraud,' and entitles party deceived to avoid contract or recover damages." *Barnsdall Refining Corn. V. Birnamwood Oil Co.*, 92 F 2d 817.

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EXHIBIT A

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20. "Any conduct capable of being turned into a statement of fact is representation. There is no distinction between misrepresentations effected by words and misrepresentations effected by other acts. *Leonard v. Springer*, 197 Ill 532, 64 NE 301.

21. **"If any part of the consideration for a promise be illegal, or if there are several considerations for an unseverable promise one of which is illegal, the promise, whether written or oral, is wholly void, as it is impossible to say what part or which one of the considerations induced the promise."** ***Menominee River Co. v. Augustus Spies L & C Co.***, **147 Wis 559, 572; 132 NW 11**

22. **"The contract is void if it is only in part connected with the illegal transaction and the promise single or entire."** ***Guardian Agency v. Guardian Mut. Savings Bank***, **227 Wis 550, 279 NW 83.**

22. **"It is not necessary for recision of a contract that the party making the misrepresentation should have known that it was false, but recovery is allowed even though misrepresentation is innocently made, because it would be unjust to allow one who made false representations, even innocently, to retain the fruits of a bargain induced by such representations."** ***Whipp v. Iverson***, **43 Wis 2d 166.**

23. "Each Federal Reserve bank is a separate corporation owned by commercial banks in its region..." *Lewis v. United States*, 680 F 2d 1239 (1982).

24. In a Debtor's RICO action against its creditor, alleging that the creditor had collected an unlawful debt, an interest rate (where all loan charges were added together) that exceeded, in the language of the RICO Statute, "Twice the enforceable rate." The Court found no reason to impose a requirement that the Plaintiff show that the Defendant had been convicted of collecting an unlawful debt, running a "loan sharking" operation. The debt included the fact that exaction of a usurious interest rate rendered the debt unlawful and that is all that is necessary to support the Civil RICO action. *Durante Bros. & Sons, Inc. v. Flushing Nat' I Bank,* 755 F2d 239, Cert. Denied, 473 US 906 (1985).

25. The Supreme Court found that the Plaintiff in a civil RICO action need establish only criminal "violation" and not criminal conviction. Further, the Court held that the Defendant need only have caused harm to the Plaintiff by the commission of a predicate offense in such a way as to constitute a "pattern of Racketeering activity." That is, the Plaintiff need not demonstrate that the Defendant is an organized crime figure, a mobster in the popular sense, or that the Plaintiff has suffered some type of special Racketeering injury; all that the Plaintiff must show is what the Statute specifically requires. The RICO Statute and the civil remedies for its violation are to be liberally construed to effect the Congressional purpose as broadly formulated in the Statute. *Sedima, SPRLV. Imrex Co.*, 473 US 479 (1985).

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STATE OF SOUTH CAROLINA	)	
	)	IN THE COURT OF COMMON PLEAS
COUNTY OF SPARTANBURG	)	SEVENTH JUDICIAL CIRCUIT
Deutsche Bank National Trust Company, as Trustee for Argent Securities, Inc., Asset-Backed Pass Through Certificates, Series 2004-W11,	)	Civil Action No. 2012-CP-42-03027
Plaintiff,	)	**PLAINTIFF'S ANSWERS TO DEFENDANT'S DISCOVERY: INTERROGATORIES**
vs.	)	
Geary Thomas Dooly and Eleanor S. Dooly, and United States of America	)	
Defendants.	)	

Plaintiff, Deutsche Bank National Trust Company, as Trustee for Argent Securities, Inc., Asset-Backed Pass Through Certificates, Series 2004-W11, ("Plaintiff"), by and through its undersigned counsel, hereby responds to Defendant's Interrogatories to Plaintiff:

GENERAL OBJECTIONS

Plaintiff asserts the following General Objections to Defendant's Interrogatories. Each objection shall be deemed asserted with respect to each Interrogatory. On occasion, Plaintiff has asserted specific objections to certain Interrogatories. That these general objections are not also stated in response to those Interrogatories shall not be construed as a waiver of any applicable objections, either as to that Interrogatory or as to other Interrogatories.

1. Plaintiff objects to the extent that any Interrogatory seeks information protected from disclosure by the attorney-client privilege, the work product doctrine, or any other applicable evidentiary privilege. Should Plaintiff inadvertently disclose any privileged

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information, Defendants and any other receiving party must hold that information in the strictest confidence and return such information upon demand.

2. Plaintiff objects to the extent that any Interrogatory seeks information that is not properly discoverable under the South Carolina Rules of Civil Procedure, or attempts to impose any obligation on Plaintiff that is inconsistent with or is not required by the South Carolina Rules of Civil Procedure.

3. Plaintiff objects to the extent that any Interrogatory seeks confidential business information, trade secrets, or competitive business or proprietary information.

4. Plaintiff objects to the extent that any Interrogatory may be ambiguous, confusing, overly broad, or misleading, or that it may call for Plaintiff to engage in speculation. If Plaintiff raises this objection, Plaintiff will respond in a manner consistent with a reasonable interpretation of the Interrogatory.

5. Plaintiff objects to the extent that any Interrogatory seeks the disclosure of information without also providing an operative date or period of time.

6. Plaintiff objects to the extent that any Interrogatory seeks information that is not within Plaintiff's knowledge, or to the extent that any Interrogatory may seek documents or other tangible things that are not within Plaintiff's possession, custody, or control.

DISCOVERY AND FIRST INTERROGATORIES

1. In pleading to date Plaintiff appears to have been referred to as (a) Deutsche Bank National Trust Company, (b) Trustee, (c) Argent Securities Inc., and simply "Plaintiff". **Who, exactly, is the actual Plaintiff?**

ANSWER:

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Plaintiff objects to Defendant's statement in Interrogatory No. 1 as being inaccurate. Subject to and without waiving that objection, the Plaintiff in this matter is Deutsche Bank National Trust Company, as Trustee for Argent Securities, Inc., Asset-Backed Pass Through Certificates, Series 2004-W11, as described in the caption.

2. To date, Plaintiff has not proven to be "holder in due course" of the Note and Mortgage. In a specific Case, that is *"DEUTSCHE BANK NATIONAL TRUST COMPANY, as Trustee in Trust for the Benefit of the Certificate Holders for Argent Securities, inc., Asset Backed Pass through Certificates, Series 2006-W2, Plaintiff/Appellee, v. Jevester BRYAMS, Jr. and Natacha Byrams, et al, Defendant/Appellant. No. 108545. - January 17, 2012"*, it was concluded in part by the Appellate Court as follows: "CONCLUSION ¶ 11 It is a fundamental precept of the law to expect a foreclosing party to actually be in possession of its claimed interest in the note, and have the proper supporting documentation in hand when filing suit, showing the history of the note, so that the defendant is duly apprised of the rights of the plaintiff. This is accomplished by showing the party is a holder of the instrument or a nonholder in possession of the instrument who has the rights of a holder, or a person not in possession of the instrument who is entitled to enforce the instrument pursuant to *12A O.S.2001 § 3-309 or 12A O.S. 2001, § 3-418."* **The Plaintiff is asked to fulfill this "fundamental precept of the law" by bringing forth the "wet ink original" of the Note and Mortgage that Plaintiff claims to have in possession?** To clarify: Alleged Defendant request that the original "wet ink" Note and Mortgage be brought to court for inspection and review for the purpose of authentication under Rules of Evidence, and for cancellation if fraudulent. Only the "wet ink" (not color copies) document will be valid. Even certified copies of the original will not be accepted. Cancellation of an instrument may be had in an

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action for restitution *[see, e.g, Miller v. James (1967) 254 Cal. App. 2d 530, 532, 534, 62 Cal. Rptr. 335 (affirming judgment for restitution of real property conveyed in consequence of fraudulent inducement, and for cancellation of Petitioner's deed to defendant]. A Petitioner seeking restitution on the basis of his unilateral rescission of a contract is entitled to complete relief [see Civ. Code paragraph 1692 [Deering's].*

ANSWER:

Plaintiff objects to Defendant's statements in Interrogatory No. 2 as being factually inaccurate. Furthermore, Plaintiff objects to this Interrogatory to the extent it sets forth legal conclusions, and asks Plaintiff to comment on the same. Plaintiff is not required to comment on such legal conclusions, and will not do so in response to this Interrogatory. Plaintiff further objects to this Interrogatory on the ground that it is overly vague. Subject to and without waiving those objections, Plaintiff will make the original note and mortgage available for inspection by Defendant at the office of Plaintiff's counsel at a mutually convenient time. Defendant should contact Plaintiff's counsel to arrange for the inspection.

3. As relates to the ASSIGNMENT of Note and Mortgage: on the attached copy of the assignment (exhibit A), there are four (4) signatures wherein a Clerk of Court has issued an AFFIDAVIT saying these four signatures are "ROBO" signatures. Specifically, the names are (a) Crystal Moore as v. President of CITI RESIDENTAL LENDING INC; (b) Vilma Castro, Witness #1; (c) Dhurata Doko, Witness #2; and (d) Bryan J. Bly, Notary Public, State of Florida. Plaintiff is ask to:

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i) Admit or deny with affidavit format proof that Crystal Moore is NOT a ROBO signature, is/was on 2/10/2009 Vice President of CITI RESIDENTAL LENDING INC and give verifiable verification of employment, all in affidavit format.

ii) Admit or deny that Vilma Castro is NOT a ROBO signature with verifiable proof, all in affidavit format.

iii) Admit or deny that Dhurata Doko is NOT a ROBO signature with verifiable proof, all in affidavit format.

iv) Admit or deny that Bryan J. Bly is/was, in fact, FIRST, a Notary of the State of Florida in good standing on the date of signing, and SECOND, that the signature on the assignment is exactly as required by/on the application to the State of Florida with all verification in affidavit format.

ANSWER:

Plaintiff objects to this Interrogatory on the ground that it is overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. The South Carolina Rules of Civil Procedure do not require Plaintiff to submit an affidavit in response to an Interrogatory. Furthermore, Plaintiff objects to the Interrogatory on the ground it is overly vague. Finally, the Interrogatory seeks information outside the knowledge of Plaintiff and which Plaintiff, after making a reasonable inquiry, does not have information sufficient to answer.

4. As relates to ASSIGNMENT of the NOTE, in the above named Case Number 108545 dated January 17, 2012 the APPELATE court stated in Paragraph 9, "¶ 9 The assignment of a mortgage is not the same as an assignment of the note. If a person is trying to establish it is a nonholder in possession who has the rights of a holder it must bear the burden

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of establishing its status as a nonholder in possession with the rights of a holder. Appellee must establish delivery of the note as well as the purpose of that delivery. In the present case, it appears Appellee is trying to use the assignment of mortgage in order to establish the purpose of delivery. The assignment of mortgage purports to transfer "the following described mortgage, securing the payment of a certain promissory note(s) for the sum listed below, together with all rights therein and thereto, all liens created or secured thereby, all obligations therein described, the money due and to become due thereon with interest, and all rights accrued or to accrue under such mortgage." This language has been determined by other jurisdictions to not effect an assignment of a note but to be useful only in identifying the mortgage. Therefore, this language is neither proof of transfer of the note nor proof of the purpose of any alleged transfer. See, *In re Veal, 450 B.R. 897, 905 (B.A.P. 9th Cir.2011).*" Alleged Defendant asks the PLAINTIFF to bear the burden of establishing its status as a nonholder in possession with the rights of a holder, if the PLAINTIFF claims that to be the case herein by presenting that in affidavit format. Otherwise, present Note and Mortgage as in #2 above.

ANSWER:

Plaintiff incorporates its Answer and Objections to Interrogatory No. 2, above. Plaintiff. Furthermore, Plaintiff objects to Interrogatory No. 4 on the ground that the South Carolina Rules of Civil Procedure do not require Plaintiff to submit an affidavit in response to an Interrogatory.

5. As relates to AUTHORITY OF COUNSEL, does counsel have proof of authority to collect this alleged debt on behalf of and under the name of Plaintiff? If so, such proof is demanded. NOTE: It is res judicata that contracts between attorneys and their clients

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are not privileged information. See *Clarke v. American Commerce National Bank: Clarke v. American Commerce National Bank, 974 F.2d 127 (9th Cir. 1992)*, [T]he identity of the client, the amount of the fee, the identification of payment by case file name, and the general purpose of the work performed are usually not protected from disclosure by the attorney-client privilege. Id. at 129 (citations omitted).

ANSWER:

Plaintiff objects to this Interrogatory on the ground that it is overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiff's undersigned counsel has been retained to represent Plaintiff in this litigation is neither relevant to the dispute, nor reasonably calculated to lead to the discovery of admissible evidence.

6. As relates to Alleged Defendant's signatory rights, UCC 3-306 says Alleged Defendant has a property or possessory right in the instrument or its proceeds and has the right to rescind the negotiation of the transaction and recover the instrument or its proceeds (Negotiation means the endorsement of the Note). Subject Promissory Note only contains the signature of the Alleged Defendant; however, Plaintiff has denied Alleged Defendants of rights as relates to endorsement of the Note in any transaction of subject note which is in violation of UCC 3-306. Can Plaintiff admit that Alleged Defendant's rights have been denied; or deny same with proof that such rights has been extended to the Alleged Defendant in every transaction as relates to alleged defendant's signature(s) on the Promissory Note?

ANSWER:

Plaintiff objects to Defendant's statements in Interrogatory No. 6 as being factually inaccurate. Furthermore, Plaintiff objects to this Interrogatory to the extent it sets forth

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legal conclusions, and asks Plaintiff to comment on the same. Plaintiff is not required to comment on such legal conclusions, and will not do so in response to this Interrogatory. Plaintiff further objects to this Interrogatory on the ground that it is overly vague. Subject to and without waiving those objections, Plaintiff denies that Defendant has been denied any rights by Plaintiff.

7. As relates to Risk of the Plaintiff, where does the Plaintiff have any risk herein since, per evidence shown in earlier filings via affidavit of an expert in such trading, clearly shows that subject Note has been and is being sold and traded on the market via CUSIP Number 040104ME8 such that plaintiff has sold for face value subject Note and has no risk herein to have standing in instant Case?

ANSWER:

Plaintiff objects to this Interrogatory on the ground that it is overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiff further objects to Defendant's statements in Interrogatory No. 7 as being factually inaccurate. Plaintiff also objects to this Interrogatory to the extent it sets forth legal conclusions, and asks Plaintiff to comment on the same. Plaintiff is not required to comment on such legal conclusions, and will not do so in response to this Interrogatory. Finally, Plaintiff objects to this Interrogatory on the ground that it is overly vague. Subject to and without waiving those objections, Plaintiff states that it is the holder of the Note and has the legal right to enforce it.

8. As relates to Risk of the Plaintiff, does Plaintiff admit that subject Note has been traded multiple times and is still been traded under CUSIP 040104ME8, or deny same with proof via affidavit?

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ANSWER:

Plaintiff objects to this Interrogatory on the ground that it is overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. The South Carolina Rules of Civil Procedure do not require Plaintiff to submit an affidavit in response to an Interrogatory. Furthermore, Plaintiff objects to the Interrogatory on the ground it is overly vague. Subject to and without waiving those objections, Plaintiff states that the Note is assignable, that Plaintiff was the holder of the Note at the time of filing this action, and that Plaintiff continues to be the holder to Note.

9. As relates to equity in subject Case, has the Plaintiff demonstrated the specific form of payment used at the so-called funding of the Note/Loan and shown ALL of Plaintiffs accounting entries associated with subject Loan, Mortgage, Promissory Note to include all entries both "Public Books", and "Off Balance Sheet Books"? Specifically, has Plaintiff shown all entries related to the credit value of the Promissory Note signed by the Alleged Defendant, where it was, or was not, credited to the Plaintiff, and explained why Alleged Defendant was not notified of said credit or how to access same credit? IF not demonstrated and shown as above, Alleged Defendant demands the Plaintiff provide this proof to establish any equity in the Note or Mortgage.

ANSWER:

Plaintiff objects to this Interrogatory on the ground that it is overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving that objection, and pursuant to Rule 33(c) of the South Carolina Rules of Civil Procedure, please see attached documents bates numbered DB00001-DB00026.

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10. In reference to being Attorney of record, there is no filing in the Clerk of Court Office relative to Nelson Mullins Riley & Scarborough LLP, and/or Kimberly N. Renaud SC Bar #78730, or Giles M. Schanen, Jr. SC Bar #70391 being an attorney of record in instant Case prior to their filing dated September 21, 2012 upon Alleged Defendant's examination of records on or about September 29, 2012. If such a record was, in fact, filed, please show clocked in record of same.

ANSWER:

Plaintiff's undersigned counsel initially appeared in this matter by virtue of their filing of Plaintiff's Reply to Defendant's Counterclaims on September 21, 2012. Furthermore, please see Substitution of Counsel filed November 1, 2012.

11. In reference to duplicity of Attorney filings on same subject, did Kimberly N. Renaud of Nelson Mullins Riley & Scarborough LLP, Greenville, South Carolina file on or about September 21, 2012 a second reply to Counterclaims As Answer which addressed each and every claim made by the Alleged Defendant that had ALREADY been replied to by another firm in another state, namely Lora Stuart Camp SC Bar #68633 of Johnson & Freeman, Atlanta, Georgia? If in the affirmative, if the first Attorney had already replied to each and every issue raised in Alleged Defendants Counterclaim As Answer, why is it needed for a second Attorney, that is NOT known to be an Attorney of Record file a SECOND reply to the identical issues putting a burden on the Alleged Defendant to consider two different Attorneys in reference to the same identical items?

ANSWER:

Please see Answer to Interrogatory No. 10.

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12. Please state the name and address of all parties answering or assisting in providing answers to these interrogatories, as well as, but not limited to identify a representative with competent knowledge of the facts necessary to respond to each of the interrogatories contained herein or if more than one, identify each such representative providing their name, address and telephone number for each with a brief summary of each representative's competent knowledge in this matter.

ANSWER:

These responses were prepared based upon information gathered from various sources. These responses constitute corporate responses and, as such, are not based upon personal knowledge of a particular person. Plaintiff's undersigned counsel in this matter assisted with the preparation of the responses.

13. Please state whether Plaintiffs claim to possess legal or beneficial interest, or both interests in the Note or Mortgage or both the Note and Mortgage, and if so, explain why you so claim, identifying any document(s) and clauses therein which gives you the interest(s) you claim and specifying whether you claim rights as an owner or holder of the note or both, and specifying any other rights claimed. If you do not claim any such interest(s) or rights please explain why you do not claim such interest(s).

ANSWER:

Plaintiff is the holder of the Note and Mortgage and has the right enforce the terms and conditions of both. Pursuant to Rule 33(c) of the South Carolina Rules of Civil Procedure, please see attached documents bates numbered DB00027-DB00053.

14. Please state whether Plaintiff claims to possess the authority or power to file and pursue foreclosure of this Note or Mortgage or both, and if so, explain why you so claim

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identifying any document(s) and clauses therein which gives you the authority or power you claim. If you do not claim any such authority of power please explain why you do not claim such authority of power.

ANSWER:

Plaintiff is the holder of the Note and Mortgage and has the right enforce the terms and conditions of both. Pursuant to Rule 33(c) of the South Carolina Rules of Civil Procedure, please see attached documents bates numbered DB00027-DB00045.

15. Please state from what person or entity ("assignor") Plaintiff took assignment the Note and or Mortgage, specifying the contact name, full legal name, address and phone number, of the assignor together with the date you took assignment, and state the same information for any person or entity to which the either document was ever assigned.

ANSWER:

Plaintiff objects to this Interrogatory on the grounds that it is overly broad, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence. Additionally, this Interrogatory seeks information beyond the knowledge of Plaintiff. Subject to and without waiving these objections, pursuant to Rule 33(c) of the South Carolina Rules of Civil Procedure, please see attached documents bates numbered DB00027-DB00045.

16. Please state the date, amount and nature of any consideration or value given in exchange for each and every assignment of the Note and/or Mortgage and identify from and to what person or entity such consideration or value was given providing the contact name, full legal name, address and phone number of each such person or entity.

ANSWER:

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Plaintiff objects to this Interrogatory on the grounds that it is overly broad, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence. Additionally, this Interrogatory seeks information beyond the knowledge of Plaintiff.

17. Please state all parties that took assignment of the Note and/or Mortgage between the making of same and Plaintiff taking assignment of same and provide the contact name, full legal name, address and phone number of each such party.

ANSWER:

Plaintiff objects to this Interrogatory on the grounds that it is overly broad, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence. Additionally, this Interrogatory seeks information beyond the knowledge of Plaintiff. Plaintiff is the holder of the Note and Mortgage and has the right enforce the terms and conditions of both.

18. Please state whether between the time of making the Loan and the time of Plaintiff taking possession and or assignment of the Note and/or Mortgage, whether the original lender maintained ownership of the Loan.

ANSWER:

Plaintiff objects to this Interrogatory on the grounds that it is overly broad, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence. Additionally, this Interrogatory seeks information beyond the knowledge of Plaintiff. Plaintiff is the holder of the Note and Mortgage and has the right enforce the terms and conditions of both.

19. Please state whether and on what date, the Plaintiff first owned the Note and/or Mortgage, took assignment of the Note and/or Mortgage, made an assignment of the Note

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and/or Mortgage, or obtained any interest in the Note and/or Mortgage, and specify the nature of the interest had on that date.

ANSWER:

Pursuant to Rule 33(c) of the South Carolina Rules of Civil Procedure, Plaintiff has produced documents bates numbered DB00027-DB00045 from which the requested information can be ascertained.

20. Please state if the Note and/or Mortgage were ever subject to or included in a "mortgage loan purchase agreement" or similar agreement, and if so, please specify the name to the agreement the date of the agreement, and any amendments, and the parties to the agreement.

ANSWER:

Plaintiff objects to this Interrogatory on the grounds that it is overly broad, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence. Additionally, this Interrogatory seeks information beyond the knowledge of Plaintiff. Plaintiff is the holder of the Note and Mortgage and has the right enforce the terms and conditions of both.

21. Please state whether the Note and/or Mortgage was ever repurchased or reassigned from the buyer or assignee back to the original seller or assignor or to any predecessor of the buyer or assignee, and if so, state the dates of such and the parties involved.

ANSWER:

Plaintiff objects to this Interrogatory on the grounds that it is overly broad, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence. Additionally, this Interrogatory seeks information beyond the knowledge of Plaintiff.

Plaintiff is the holder of the Note and Mortgage and has the right enforce the terms and conditions of both.

22. Please explain and describe, for the subject mortgage loan the relationship among parties (including you, the original lender, any servicer, any custodian, any depository, any Special Purpose Vehicle or Special Purpose Entity, etc.), the structure of the securities offered (including the flow of funds or any subordination features) and any other material features of any transaction concerning the sale, transfer or assignment of the mortgage loan at any time between the making of same, through the date of your response to these interrogatories.

ANSWER:

Plaintiff objects to this Interrogatory on the grounds that it is overly broad, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence. Additionally, this Interrogatory seeks information beyond the knowledge of Plaintiff. Plaintiff is the holder of the Note and Mortgage and has the right enforce the terms and conditions of both.

23. Please identify each and every document which contains an obligation or option to repurchase the subject mortgage loan and explain, fully the terms, conditions, costs to be incurred or paid by each party upon repurchase and whether and by whom and from whom, the mortgage loan was ever repurchased.

ANSWER:

Plaintiff objects to this Interrogatory on the grounds that it is overly broad, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence. Additionally, this Interrogatory seeks information beyond the knowledge of Plaintiff.

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Plaintiff is the holder of the Note and Mortgage and has the right enforce the terms and conditions of both.

24. Please state, for the Note and or Mortgage, whether and as of what date Plaintiff secured the originals thereof and from whom, providing the contact name; full legal name, address and phone number each of such party, both before the filing of this suit, and after this suit was filed, stating what efforts specifically were made to locate said originals of Note and or Mortgage, and by whom those efforts were made.

ANSWER:

Plaintiff objects to this Interrogatory on the grounds that it is overly broad, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiff is the holder of the Note and Mortgage and has the right enforce the terms and conditions of both. Subject to and without waiving those objections, please see Answer to Interrogatory No. 2, above.

25. Please identify each and every document Plaintiff obtained or reviewed in connection with your taking possession and or assignment of the Note or Mortgage and specify for each such document whether you maintain the original or a copy thereof.

ANSWER:

Plaintiff objects to this Interrogatory on the grounds that it is overly broad, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence. Additionally, this Interrogatory seeks information beyond the knowledge of Plaintiff. Plaintiff is the holder of the Note and Mortgage and has the right enforce the terms and conditions of both.

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26. Please identify by name, employer, job title and address the employee(s) of Plaintiff with competent knowledge of when and how Plaintiff became the owner and holder of the Note and Mortgage which is the subject matter of this lawsuit, including all sums paid for same and from whom the Note and Mortgage were purchased.

ANSWER:

Plaintiff objects to this Interrogatory on the grounds that it is overly broad, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence. Upon service of an appropriate deposition notice, Plaintiff will produce for deposition an employee with knowledge of the assignment of the Note and Mortgage to Plaintiff.

27. Please identify by name, employer, job title and address the employee(s) of Plaintiff with the most knowledge of any assignments of the mortgage to Plaintiff.

ANSWER:

Plaintiff objects to this request to the extent it asks for the identification of the employee "with the most knowledge," which exceeds the permissible bounds of the South Carolina Rules of Civil Procedure. Upon service of an appropriate deposition notice, Plaintiff will produce for deposition an employee with knowledge of the assignment of the Note and Mortgage to Plaintiff.

28. Please identify by name, employer, job title and address the employee(s) of Plaintiff with competent knowledge of all documentation, electronic or otherwise, created in connection with Plaintiffs purchase and ownership of the Note and Mortgage.

ANSWER:

Plaintiff objects to this Interrogatory on the grounds that it is overly broad, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence.

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Plaintiff is the holder of the Note and Mortgage and has the right enforce the terms and conditions of both. Subject to and without waiving that objection, upon service of an appropriate deposition notice, Plaintiff will produce for deposition an employee with knowledge of the assignment of the Note and Mortgage to Plaintiff.

29. Please identify by name, employer, job title and address the employee(s) of Plaintiff with competent knowledge of Plaintiff's policy and procedure, which relate to the purchase and ownership of the Note and Mortgage.

ANSWER:

Plaintiff objects to this Interrogatory on the grounds that it is overly broad, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiff is the holder of the Note and Mortgage and has the right enforce the terms and conditions of both. Subject to and without waiving that objection, upon service of an appropriate deposition notice, Plaintiff will produce for deposition an employee with knowledge of the assignment of the Note and Mortgage to Plaintiff.

30. Please state all parties who have provided servicing of the mortgage loan and provide the contact name, full legal name, address and phone number of each such party and the dates that each began servicing the loan.

ANSWER:

Plaintiff objects to this Interrogatory on the grounds that it is overly broad, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiff is the holder of the Note and Mortgage and has the right enforce the terms and conditions of both. Subject to and without waiving that objection, Plaintiff states that Homeward Residential, Inc. is the current servicer.

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31. Please state for the history of the mortgage loan, the persons or entity who at any time collected mortgage payments specifying the applicable dates each such person or entity did so collect and specifying the full legal name, address and phone number of each such party.

ANSWER:

Plaintiff objects to this Interrogatory on the ground that it is overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence.

32. Please state for the history of the mortgage loan, on whose behalf mortgage payments were collected, specifying the applicable date collection was made for each such person or entity and specifying the full legal name, address and phone number of each such party.

ANSWER:

Plaintiff objects to this Interrogatory on the ground that it is overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving that objection, and pursuant to Rule 33(c) of the South Carolina Rules of Civil Procedure, please see attached documents bates numbered DB00001-DB00026.

33. Please state for the history of the mortgage loan, a full description of the disposition of the collected mortgage payments specifying any person or entity to which mortgage payments were delivered, transferred, or paid, the applicable dates each such person or entity received the payments and further specifying the full legal name, address and phone number of each such party.

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ANSWER:

Plaintiff objects to this Interrogatory on the ground that it is overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving that objection, and pursuant to Rule 33(c) of the South Carolina Rules of Civil Procedure, please see attached documents bates numbered DB00001-DB00026.

34. Please describe your policy and practice relating to the origination, approval, or underwriting, preparation, disbursement and acceptance of assignment of a residential mortgage loan such as the subject transaction(s), including but not limited to all agreements with brokers, lenders, title companies, assignors, etc. Identify all documents relating to or reflecting such policy, practices, and agreements including all documentation required to be in assigned account files, and all forms given or sent to borrowers, information or forms which borrowers are requested to provide in order to obtain a loan, and all instructions, policy and procedure manuals, memoranda and guidelines given to brokers, title companies, lenders and or closing agents, and any person who review account files for approval and or acceptance of assignment.

ANSWER:

Plaintiff objects to this Interrogatory on the ground that it is overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence.

35. Please state with specificity the step by step process by which the signatory to each endorsing it and or assignment on which you intend to rely to establish your right to enforce this Note and Mortgage, presented substantiation or otherwise identified him/herself as

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to person so identified in the jurat / acknowledgment, that said person had, the right and or ability and or authority to sign an endorsement and or assignment on behalf of the entity so identified in the jurat / acknowledgment, and include an identification of all documents that the signatory may have used or presented to the notary as substantiation or identification. This is to include and not be limited to any signatory on any document that is retained by Plaintiff. For example, one such document: On the ASSIGNMENT (Exhibit D of subject COMPLAINT), this would apply to each of the signatories a) Crystal Moore, Vice President of CITI RESIDENTIAL LENDING INC; b) Vilma Castro, Witness; Dhurata Doro, Witness; and Bryan J. Bly, Notary Public State of Florida, and as relates specifically to Bryan J. Bly, certification that he is/was, in fact, such a Notary and used the exact signature as required by the State of Florida by presenting a copy of his Notary Application.

ANSWER:

Plaintiff objects to this Interrogatory on the ground that it is overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiff further objects to this Interrogatory on the ground that it seeks information outside of the knowledge of Plaintiff, as the signatory to the assignment was not an agent or employee of Plaintiff.

36. Please provide the factual and or legal basis for imposing any and all costs which Plaintiff seeks against Alleged Defendant including but not limited to, service of process on unknown tenants, express mail, courier expense, photocopies, title search and examination, property inspections, postage and force placed insurance.

ANSWER:

Please see attached documents bates numbered DB00027-DB00044.

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37. Please provide the exact location of the original "wet ink" Note and Mortgage including the name, address, phone number, and all contact information of that/those person(s), and permission to contact same so as to view same "wet ink" documents in the area of the associated Court.

ANSWER:

The attorneys for the Plaintiff are currently holding the "wet ink" Note and Mortgage.

Nelson Mullins Riley & Scarborough LLP
Kimberly Renaud or Giles Schanen
Poinsett Plaza/9th Floor
104 S. Main St.
Greenville, SC 29601
864-250-2300

38. Please identify any Attorney that Plaintiff has contracted, employed, or hired to be your Attorney, and include documentation that on the part of each one, that each one notified the Court and Alleged Defendant prior to acting on your behalf. Identify which Attorneys) is/are currently associated with subject Case on a continuing basis.

ANSWER:

Plaintiff objects to this Interrogatory on the ground that it is overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving that objection, Plaintiff's undersigned counsel is counsel of record on behalf of Plaintiff in this matter. A consent order of substitution of counsel has been entered and provided to Plaintiff.

39. Please explain why and specifically on what authority you employed two separate Attorney Firms and their Attorneys to BOTH REPLY SEPARTELY to each and

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every item, claim, and statement on "DEFENDANT'S COUNTERCLAIM AS ANSWER TO PLAINTIFFS COMPLAINT NEGATING DEFENSE, & DEMAND FOR TRIAL BY JURY" as filed with the Clerk of Court on August 17, 2012.

ANSWER:

Plaintiff objects to this Interrogatory on the ground that it is overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving that objection, the second reply was filed inadvertently and has been or will be withdrawn.

NELSON MULLINS RILEY & SCARBOROUGH LLP

By: Kimberly N. Renaud

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Attorneys for Plaintiff

Greenville, South Carolina

December 7, 2012

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7-12-13

STATE OF SOUTH CAROLINA COUNTY OF SPARTANBURG	)	IN THE COURT OF COMMON PLEAS SEVENTH JUDICIAL CIRCUIT
Deutsche Bank National Trust Company, as Trustee for Argent Securities, Inc., Asset-Backed Pass Through Certificates, Series 2004-W11, Plaintiff, vs. Geary Thomas Dooly and Eleanor S. Dooly, and United States of America Defendants.	)	Civil Action No. 2012-CP-42-03027 **PLAINTIFF'S MOTION TO DISMISS COUNTERCLAIMS AND FOR ORDER OF REFERENCE TO THE MASTER IN EQUITY**

Plaintiff Deutsche Bank National Trust Company, as Trustee for Argent Securities, Inc., Asset-Backed Pass Through Certificates, Series 2004-W11 ("Plaintiff") hereby moves for an Order pursuant to S.C.R.C.P. 12(b)(6) dismissing the counterclaims asserted by Defendants Geary Thomas Dooly and Eleanor S. Dooly ("Defendants"). The grounds for this Motion are that Defendants' counterclaim for lack of standing fails to state a cause of action for which relief can be granted and should be dismissed or, alternatively, designated as an affirmative defense. Specifically, Plaintiff is the holder of the Note and Mortgage and has the right to enforce the terms and conditions of both. Also, Defendants lack standing to challenge the Assignment of Mortgage.

Defendants' claim for recoupment fails to state a cause of action for which relief can be granted and should be dismissed. Specifically, Defendants' allegations asserting a proprietary interest in the note and proceeds are not legally cognizable claims.

Therefore, Defendants' counterclaims should be dismissed and this matter referred to the Master in Equity pursuant to S.C. R.C.P. 53(b).

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This Motion will be further supported by legal memoranda and any other materials as permitted by the Court.

NELSON MULLINS RILEY & SCARBOROUGH LLP

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Attorneys for Plaintiff

Greenville, South Carolina

January 7, 2012.

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1-25-13

STATE OF SOUTH CAROLINA	)	
	)	IN THE COURT OF COMMON PLEAS
COUNTY OF SPARTANBURG	)	SEVENTH JUDICIAL CIRCUIT
Deutsche Bank National Trust Company, as Trustee for Argent Securities, Inc., Asset-Backed Pass Through Certificates, Series 2004-W11,	)	Civil Action No. 2012-CP-42-03027
Plaintiff(s),	)	**PLAINTIFF'S RESPONSE TO DEFENDANT'S FIRST REQUEST FOR ADMISSIONS**
vs.	)	
Geary Thomas Dooly and Eleanor S. Dooly, and United States of America	)	
Defendants.	)	

GENERAL OBJECTIONS

1. Plaintiff objects to each of the Requests to the extent that they call for responses subject to the attorney/client, work product, or other applicable privilege, or that otherwise constitute materials prepared for or in anticipation of litigation.

2. Plaintiff objects to each of the Requests to the extent that they are vague, ambiguous, overly broad, unduly burdensome, and/or seek information or documents that are neither relevant nor reasonably calculated to lead to the discovery of admissible evidence.

3. Neither the fact that an objection is interposed to a particular Request, nor the fact that an objection is not made, necessarily means that responsive information nor documents exist.

4. These responses, while based on diligent exploration by Plaintiff, reflect only the current state of Plaintiff's knowledge, understanding and belief with respect to the matters addressed. These responses are neither intended as, nor shall they in any

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way be deemed, admissions or representations that further information or documents do not exist. Without any way obligating itself to do so, Plaintiff reserves the right to modify or supplement its responses with such pertinent information as may be subsequently discovered. Furthermore, these responses are given without prejudice to Plaintiff's right to use or rely on at any time, including at trial, subsequently discovered information or documents, or information or documents omitted from these responses as a result of, among other things, mistake, error, oversight or inadvertence.

5. Plaintiff incorporates the foregoing general objections into each and every response and/or objection to the Requests, and into each and every amendment, supplement, or modification to these responses hereinafter provided to Plaintiff. Plaintiff does not intend to waive any general objection in response to any specific Request propounded.

FIRST REQUEST FOR ADMISSIONS

#1. Admit or deny: On the day of July 19, 2012 Nicholas N. Sears Jr., SC Bar number 78031, filed into The Court of Common Pleas in Spartanburg County, Civil action # 2012-CP-42-3027.

RESPONSE: Admitted, upon information and belief.

#2. Admit or Deny: That on July 19, 2012 Nicholas N. Sears, Jr., Esquire, having superior knowledge of the law had in his possession documented delegation of authority granted by the named Plaintiff, **Deutsche Bank National Trust Company, as Trustee for Argent Securities Inc., Asset-Backed Pass-Through Certificates, Series 2004-W11/** Principal granting him the right of agency to file case number 2012-CP-42-3027 on behalf of the Principal.

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RESPONSE: Plaintiff objects to this Request on the ground that it is not calculated to lead to the discovery of admissible evidence. Plaintiff further objects to this Request on the ground that it is overly vague and incomprehensible. Plaintiff is unable to admit or deny the Request as written. Subject to those objections, Plaintiff admits that Nicholas N. Sears, Jr. was acting as Plaintiff's attorney, with proper authority to do so, when he filed the present action on behalf of Plaintiff.

#3. Admit or Deny: That on July 19, 2012 Nicholas N. Sears, Jr. had first hand possession of admissible evidence that Plaintiff holds the note or has the rights of a holder under Art. 3 of the Uniform Commercial Code (UCC), F.S. Ch. 673.

RESPONSE: Plaintiff objects to this Request on the ground that it is not calculated to lead to the discovery of admissible evidence. The issue of whether or not certain documents were in the possession of Plaintiff's counsel at the time of the filing of the present action has absolutely no bearing on any claims or defenses in this action. Plaintiff further objects this Request on the ground that it improperly asks Plaintiff to determine whether or not certain documents constitute "admissible evidence." Plaintiff is unable to admit or deny the Request as written. Subject to those objections, Plaintiff admits that it will be able to prove in this matter that it holds the subject note and has the right to enforce same.

#4. Admit or Deny: That on July 19, 2012 Nicholas N. Sears, Jr. had firsthand knowledge that the Note and Mortgage have remained together per paragraph 20 of the Mortgage Security Instrument throughout the Securitization process.

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RESPONSE: Plaintiff objects to this Request on the ground that it is not calculated to lead to the discovery of admissible evidence. The issue of whether or not Plaintiff's counsel was in possession of certain knowledge at the time of the filing of the present action has absolutely no bearing on any claims or defenses in this action. Plaintiff further objects this Request on the ground that it improperly seeks the mental impressions of Plaintiff's counsel, which are protected by the attorney work product privilege. Plaintiff is unable to admit or deny the Request as written.

#5. Admit or Deny: That on September 28, 2012 Alleged Defendant filed into the Court record and served upon Plaintiff's Counsel DEFENDANT'S RESPONSE TO PLAINTIFF'S REPLY TO COUNTERCLAIM AS ANSWER wherein was INCLUDED AS **EXHIBIT #1** an Affidavit via Notary from Clayton Cherry along with evidence of expert credentials wherein Clayton Cherry concluded among other facts, "Therefore the Trust has not suffered any loss or damage from the loan herein."

RESPONSE: Denied. Plaintiff's undersigned counsel has never been served with any such document.

#6. Admit or Deny: That on November 28, 2012 Alleged Defendant filed into the Court record and served upon Plaintiff's Counsel DEFENDANT'S REPLY TO PLAINTIFF'S FIRST REQUESTS FOR PRODUCTION wherein as **EXHIBIT G** were included four (4) Affidavits of John L. O'Brian, Register of Deeds Southern Essex District of Massachusetts as relates to four ROBO/Surrogate signatures on the Assignment of Mortgage in instant Case 2012-CP-42-3027.

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RESPONSE: Plaintiff admits that Defendant filed and served the specified discovery responses, which purported to include several affidavits of Mr. O'Brian. However, Plaintiff denies Defendant's characterization of the affidavits, denies that the affidavits are relevant to the present action, and has no information as to the authenticity of the affidavits. Plaintiff further denies the accuracy of Defendant's characterization of the signatures on the Assignment of Mortgage in the present case as being "Robo/Surrogate signatures."

#7. Admit or Deny: For a person, or 4 persons in this case, to sign a real estate mortgage Assignment of Mortgage that are known to be ROBO/Surrogate signatures, or shown to be such at a later date, would be fraudulent and yield said Assignment invalid thereby giving no standing in reference to the Mortgage.

RESPONSE: Plaintiff objects to this Request on the ground that it seeks the mental impressions of Plaintiff's counsel, which are protected by the attorney work product privilege. Furthermore, Plaintiff objects to this Request because it improperly asks Plaintiff to make legal conclusions concerning a purely hypothetical situation, which is outside the scope of permissible discovery. Finally, Plaintiff objects to the Request on the ground that it is not calculated to lead to the discovery of admissible evidence, as the law is clear that Defendant has no standing to challenge the validity of the assignment. Plaintiff is unable to admit or deny the Request as written.

#8. Admit or Deny: Crystal Moore, one of the signatures identified in #6 and #7 above, signed as VICE PRESIDENT of CITI RESIDENTIAL LENDING INC.

RESPONSE: Admitted.

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#9. Admit or Deny: Crystal Moore is NOT an employee or Officer of CITI RESIDENTIAL LENDING INC.

RESPONSE: Plaintiff objects to the Request on the ground that it is not calculated to lead to the discovery of admissible evidence, as: (a) whether or not Crystal Moore is currently an employee or officer of CITI Residential Lending, Inc. has absolutely no bearing on any claim or defense in this action; and (b) the law is clear that Defendant has no standing to challenge the validity of the assignment. Plaintiff is unable to admit or deny the Request as written.

#10. Admit or Deny: The signature of Bryan J. Bly, Notary Public on instant Assignment of Mortgage is in no way recognized as the name Bryan J. Bly, nor even close to or similar to Bryan J. Bly's signature on his Application to the State of Florida for Notary as presented in **EXHIBIT F** of DEFENDANTS REPLY TO PLAINTIFF'S FIRST REQUESTS FOR PRODUCTION referred to in #6 above.

RESPONSE: Plaintiff objects to the Request on the ground that it is not calculated to lead to the discovery of admissible evidence, as: (a) the statement that is the subject of the Request has no absolutely no bearing on any claim or defense in this action; and (b) the law is clear that Defendant has no standing to challenge the validity of the assignment. Plaintiff is unable to admit or deny the Request as written.

#11. Admit or Deny: Deutsche Bank National Trust Company claims to be "Trustee for Argent Securities, Inc., Asset-Backed Pass-Through Certificates, Series 2004-W11".

RESPONSE: Admitted.

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#13. Admit or Deny: There is, in fact, an existing Trust Agreement between Deutsche Bank National Trust Company and Argent Securities, Inc.

RESPONSE: Admitted.

#14. Admit or Deny: Plaintiff and/or Plaintiff's Attorney has seen the Affidavit presented by Defendant showing proof that the Assignment of the Mortgage and Note was executed by four (4) ROBO/Surrogate signers.

RESPONSE: Denied. Although Plaintiff has seen several purported affidavits of Mr. O'Brian, Plaintiff denies Defendant's characterization of the affidavits, denies that the affidavits are relevant to the present action, and has no information as to the authenticity of the affidavits. Plaintiff further denies the accuracy of Defendant's characterization of the signatures on the Assignment of Mortgage in the present case as being "Robo/Surrogate signatures."

#15. Admit or Deny: Plaintiff and/or Plaintiff's Attorney has seen the Affidavit signed by Cherry Clayton wherein Cherry Clayton provides screen shots of his Bloomberg Software showing the Note claimed to be in the possession of Plaintiff trading via CUSIP #040104ME8.

RESPONSE: Denied as written. Plaintiff's counsel has never been served with any such affidavit.

#16. Admit or Deny: If an Assignment of a Real Estate Mortgage is tainted with fraudulent signatures, that Assignment would be null and void.

RESPONSE: Plaintiff objects to this Request on the ground that it seeks the mental impressions of Plaintiff's counsel, which are protected by the attorney work product privilege. Furthermore, Plaintiff objects to this Request because it

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improperly asks Plaintiff to make legal conclusions concerning a purely hypothetical situation, which is outside the scope of permissible discovery. Finally, Plaintiff objects to the Request on the ground that it is not calculated to lead to the discovery of admissible evidence, as the law is clear that Defendant has no standing to challenge the validity of the assignment. Plaintiff is unable to admit or deny the Request as written.

#17. Admit or Deny: Kimberly N. Renaud, SC Bar No. 78730 is an Officer of the Court.

RESPONSE: Admitted.

#18. Admit or Deny: Kimberly N. Renaud, SC Bar No. 78730 has firsthand knowledge of the facts in this instant Case.

RESPONSE: Plaintiff objects to this Request on the ground that it is not calculated to lead to the discovery of admissible evidence. The issue of whether or not Plaintiff's undersigned counsel has "firsthand knowledge of the facts in this instant Case" has absolutely no bearing on any claims or defenses in this action. Plaintiff further objects this Request on the ground that it improperly seeks the mental impressions of Plaintiff's counsel, which are protected by the attorney work product privilege. Plaintiff is unable to admit or deny the Request as written.

#19. Admit or Deny: Plaintiff has not suffered loss or injury in this case.

RESPONSE: Denied.

#20. Admit or Deny: Kimberly N. Renaud, SC Bar No. 78730 is licensed by the State of South Carolina as an Attorney, or to be an Attorney at Law in South Carolina.

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RESPONSE: Admitted.

#21. Admit or Deny: Kimberly N. Renaud, SC Bar No. 78730 has firsthand knowledge that the "original note and mortgage" is or will be "available for inspection by Defendant at the office of Plaintiff's counsel".

RESPONSE: Plaintiff objects to this Request on the ground that it is not calculated to lead to the discovery of admissible evidence. The issue of whether or not Plaintiff's undersigned counsel has firsthand knowledge concerning the availability for inspection of the original note and mortgage has absolutely no bearing on any claims or defenses in this action. Plaintiff further objects this Request on the ground that it improperly seeks the mental impressions of Plaintiff's counsel, which are protected by the attorney work product privilege. Plaintiff is unable to admit or deny the Request as written.

NELSON MULLINS RILEY & SCARBOROUGH LLP

By: Kimberly N. Renaud

Giles M. Schanen, Jr.
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E-mail: giles.schanen@nelsonmullins.com
Kimberly N. Renaud
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Greenville, SC 29601
(864) 250-2300

Attorneys for Plaintiff

Greenville, South Carolina

January 25, 2013

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STATE OF SOUTH CAROLINA COUNTY OF SPARTANBURG Deutsche Bank National Trust Company, as Trustee for Argent Securities Inc., Asset-Backed Pass-Through Certificates, Series 2004-W11 counter/plaintiff(s) vs. Geary Thomas Dooly, Eleanor S, Dooly and United States of America Counter/defendants	IN THE COURT OF COMMON PLEAS SEVENTH JUDICIAL CIRCUIT CASE NO.: 2012-CP-42-3027 DEFENDANTS' COUNTERCLAIM; as ANSWER TO COUNTER PLAINTIFF'S COMPLAINT; and DEMAND for JURY TRIAL 1st Amended Counterclaim To Complaint

COUNTER DEFENDANT'S COUNTERCLAIM, 1st AMENDED COUNTERCLAIM, COMPLAINT, AS ANSWER TO COUNTER/PLAINTIFF'S COMPLAINT

I, Geary Thomas Dooly, one of the people of South Carolina, natural person on South Carolina state, denies, or denies for lack of knowledge, all allegations, alleged in counter/plaintiff's complaint, and demands strict proof thereof. This 1st Amended Counterclaim To Complaint is made and intended to comply and fulfill all South Carolina Rules of Civil Procedure, and the Court is further noticed, that Alleged Defendant, Pro Se Vivus/Triformis, not being educated in the law, the court must read and construe liberally, all pleadings by the Alleged Defendant. *Hanes v. Kerner 404 US 520, Birl v Estelle 660 F.2d 592.*

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Counter/defendant alleges that the record reflects counter/plaintiff has placed no documentation on the record in this instant action, that could be construed as proof that counter/plaintiff is a holder in due course of any instrument, or is a person entitled to enforce any instrument, pursuant to UCC 3-301, that meets the thresholds to prove lawful standing to commence an action against counter/defendants and/or their property.

Absent delegated authority by the principal; Attorney Nicholas N. Sears, Esquire, of the Law firm JOHNSON &FREEMAN, LLC, on the day July 19, 2012, filed with the clerk of Spartanburg County Court, a Sham Pleading, as him being Authorized Agent for the alleged Plaintiff, Deutsche Bank National Trust Company, as Trustee for Argent Securities Inc., Asset-Backed Pass-Through Certificates, Series 2004 W11, for the purpose to commence case no. 2012-CP-42-3027.

I. JURISDICTION AND VENUE

1. All pervious paragraphs incorporated herein reference.

2. This court has jurisdiction and venue over this matter, defendant's counter/claim.

II. PARTIES

3. All previous paragraphs incorporated herein by reference.

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4. Defendant Geary Thomas Dooly, hereinafter, Geary Thomas, lives at/near 690 Zion Hill Road Spartanburg, South Carolina, and has lived on South Carolina for 43 years.

5. Defendant Eleanor S. Dooly, Hereinafter, Eleanor S., lives at/near 690 Zion Hill Road Spartanburg, South Carolina, and has lived on South Carolina for 43 Years.

6. Defendant United States of America, hereinafter, United States of America, is a Fictitious corporation, incorporated in the STATE of DELAWARE, and possibly other places not known.

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7. Plaintiff Deutsche Bank National Trust Company, as Trustee for Argent Securities Inc. asset-backed pass-through Certificates, Series 2004 W11, a fictitious corporation, residence unknown.

III. FACTS

8. All previous paragraphs incorporated herein by reference.

9. Counter/plaintiffs have placed no evidence on the record, alleged and sworn, by a competent fact witness having first-hand knowledge of the facts alleged by them, in plaintiff's complaint.

10. There is no evidence of testimony, on the record of this instant action, by a damaged party.

11. As evidenced by the lack of testimony from an injured party or witness with first-hand knowledge, the plaintiff's complaint is merely hearsay and of no force or effect.

12. As a proximate result of the Plaintiff's unlawful actions set forth herein, Defendants continue to suffer irreparable harm for which monetary compensation is inadequate.

13. These acts were wrongful and predatory and the acts by the plaintiff and its agents/alleged successors were intentional and deceptive.

IV. CAUSES OF ACTION

14. All previous paragraphs incorporated herein by reference.

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15. Assignment of Note and Mortgage is invalid and a nullity due to affidavits in the court record of this Case that said Assignment of Note and Mortgage contains four (4) robo signatures. The Attorney General of South Carolina participated in a press release dated Oct 13, 2010 by the National Association of Attorneys General (NAAG) in reference to robo signers that stated, in part, "*This process of signing documents without confirming their accuracy has come to be known*

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as "robo-signing." We believe such a process may constitute a deceptive act and/or an unfair practice or otherwise violate state laws."

Furtheremore, since this Assignment was made in the State of Florida, the laws of that State were violated by these robo signers as follows: The essential requirements of affidavit filings, as a threshold matter, are that Fla. R. Civ. Pro. 1.510(e) sets out the formal requirements for such filings. This rule reads, in whole, that:

> *[s]upporting and opposing affidavits shall be made on personal knowledge, shall set forth such facts as would be admissible in evidence, and shall show affirmatively that the affiant is competent to testify to the matters stated therein. Sworn or certified copies of all papers or parts thereof referred to in an affidavit shall be attached thereto or served therewith. The court may permit affidavits to be supplemented or opposed by depositions, answers to interrogatories, or by further affidavits.*

Thus, when a supporting affidavit does not comply with the requirements that it: (1) be made on personal knowledge; (2) set forth such facts as would be admissible in evidence; and (3) show affirmatively that the affiant is competent to testify to the matters stated therein, it is legally insufficient to support the entry of judgment in favor of the moving party. *See Enterprise Leasing Co. v. Demartino, 15 So. 3d 711 (Fla. 2d DCA 2009).* Therefore, the Assignment of this Note and Mortgage is insufficient, a nullity, and renders neither the Note or Mortgage transferred to Plaintiff. When a servicer files an affidavit that claims to be based on personal knowledge, but is not in fact based on personal knowledge, the servicer is committing fraud on the court, and quite possibly perjury. To further implicate fraud on the court, the Notary on the Assignment was an admitted robo-Notary. Plaintiff is NOT holder in due course, and has NO standing to bring this case in bad faith upon the court.

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16. There is no evidence of the original "wet ink" promissory note with proper endorsements together with the mortgage and ALL valid assignments attached. UCC 3-301 states: "*Person*

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entitled to enforce" an instrument means (i) the holder of the instrument, (ii) a nonholder in possession of the instrument who has the rights of a holder,...." Furthermore, UCC 1-201 (b)(21) states: *"Holder" means: (A) the person in possession of a negotiable instrument that is payable either to bearer or to an identified person that is the person in possession; or (B) the person in possession of a document of title if the goods are deliverable either to bearer or to the order of the person in possession."* The Plaintiff in a foreclosure action, per this law, must be required to produce the Note and Mortgage as evidence in order to establish standing. A copy of the Note is no more evidence than a copy of a $100 bill to prove that one has 100 dollars, therefore Plaintiff lacks standing until the original wet ink Note and Mortgage is presented as evidence.

17. There is no evidence that signatures on Defendant's note are authentic and that Plaintiff is a holder in due course. As a cause of action, Defendant challenges the authenticity of signatures pursuant to UCC 3-308.

18. There is no evidence of the account and general ledger statement(s) showing the full accounting of the alleged obligation that plaintiff is attempting to collect. Such as:

a) FR 2046 balance sheet (OMB #'s 2046, 2049, 2099)
b) FAS 95 Cash Flow Statements
c) 1099 OID report
d) CUSIP number
e) SEC Registration # of the pooled trust
f) FWP (free writing prospectus)

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Furthermore, Plaintiff has refused request to provide any of the above without subpoena.

19. There is no evidence that counsel has written authority from the Plaintiff to bring this action, therefore, demand is made that counsel provide proof of authority to collect this alleged debt on

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behalf of and under the name of Plaintiff. NOTE: It is res judicata that contracts between attorneys and their clients are not privileged information. See *Clarke v. American Commerce National Bank*:

> *Clarke v. American Commerce National Bank, 974 F.2d 127 (9th Cir. 1992), [T]he identity of the client, the amount of the fee, the identification of payment by case file name, and the general purpose of the work performed are usually not protected from disclosure by the attorney-client privilege. Id. at 129 (citations omitted).*

V. NEGATING DEFENSES

20. Defendant denies that Plaintiff's action is not barred due to Accord and Satisfaction as the subject promissory note (now a security with CUSIP # 040104ME8, issuer: ARGENT SECURITIES INC) was taken for value and consideration pursuant to UCC 3-303(b). Defendant denies that Plaintiff's action is not barred for Failure of Consideration as Plaintiff has not provided sufficient evidence that it took a risk in the subject transaction and therefore cannot be the creditor or damaged party of interest.

21. Defendant denies that Plaintiff is not barred due to bad faith and apparent fraud for masquerading as a creditor and hiring a foreclosure mill to enforce an unregistered security without proof of ownership.

22. Defendant denies that Plaintiff is not barred from this action for failure to state a claim upon which relief may be granted. There is no evidence plaintiff is a real party of interest.

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WHEREFORE, Defendant demands the Plaintiff's petition be dismissed with prejudice and for fraud on the court and for all other relief to which this Court finds Defendant entitled.

VI. DECLARATORY AND INJUNCTIVE RELIEF

23. This is an action for declaratory and injunctive relief against the Plaintiff.

24. The plaintiff has not met the thresholds of standing to foreclose and has engaged in an

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unlawful foreclosure.

25. As evidenced by the lack of testimony from an injured party or witness with first-hand knowledge, the plaintiff's complaint is merely hearsay and of no force or effect.

26. As a proximate result of the Plaintiff's unlawful actions set forth herein, Defendants continue to suffer irreparable harm for which monetary compensation is inadequate.

27. These acts were wrongful and predatory and the acts by the plaintiff and its agents/alleged successors were intentional and deceptive.

28. There is a substantial likelihood that Defendants will prevail on the merits of their counterclaims. Expert witness for Defendant has found subject Note being currently actively traded under CUSIP # 040104ME8 as issued by one ARGENT SECURTIES INC. Affidavit and certified true copies of proof will be provided to Plaintiff and jury.

WHEREFORE, Defendants request the Court dismiss the Plaintiff's complaint with prejudice and enter a judgment in favor of defendant for declaratory and injunctive relief.

VII. RECOUPMENT

29. Defendant unwittingly gave Plaintiff the instrument or the capital for the investor's money and the pay-forward was done by the investors before there was ever an alleged loan in place.

30. That gives Defendant a proprietary interest in the instrument as Defendants own the securities from this pooling and servicing agreement and from the trust fund. The Defendants have a proprietary interest in the proceeds from the security, which is why the disclaimer is in CFR 433.2, establishing the fact that Plaintiff cannot be a holder, because a holder can only take it free of all defenses and claims. Plaintiff is not and cannot be holder in due course under UCC 3-305 – Defenses and Claims in Recoupment."

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31. Under UCC 3-305(c) an obligor is not obliged to pay the instrument if the person seeking the enforcement of the instrument does not have the rights of a holder in due course.

32. Among the claims and defenses that the Defendants have are as follows; first defense, under UCC 3-305, Defendants have a claim in recoupment.

33. Defendant's second claim or defense is UCC 3-306, which says Defendant has a property or possessory right in the instrument or its proceeds and has the right to rescind the negotiation of the transaction and recover the instrument or its proceeds. (Negotiation means the endorsement of the note.)

34. Defendant has a claim in recoupment and a claim under UCC 3-306 to the proceeds and a right to rescind the negotiation. In addition, Defendant has a possessory right in the instrument or the proceeds of the *investment contract.*

35. Since Plaintiff is holding Defendant liable to a contract where Defendant was an undisclosed third party, which was not subscribed to or memorialized by the Defendant, then Defendant has a right to the proceeds from the transaction. Plaintiff has no standing to foreclose on the property, as it does not own the security, the Defendant does.

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36. Counterclaimant (Defendant) is entitled to the following:

a) Return of the unaltered Promissory Note #0060029394-9605 (now a security)

b) Return of the known proceeds of Promissory Note #0060029394-9605 (now a security)

c) Merge accounts payable and accounts receivable according to GAAP.

WHEREFORE, Defendant request the Court dismiss the Plaintiff's complaint with prejudice

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and enter a judgment in favor of defendant for a claim in the nature of recoupment, and such other and further relief as to the court seems proper.

FURTHERMORE, Defendant reserves the right to amend this Counterclaim as Answer as needed.

VIII. DEMAND FOR TRIAL BY JURY

37. Defendants, are Nationals of South Carolina and are guaranteed the Right to a trial by jury, pursuant to the Seventh Amendment of the Constitution of the United States, and pursuant to the South Carolina state Constitution.

38. Defendants, hereby claim, exercise and demand their Right to trial by jury pursuant to both the Bill of Rights and state Constitutions; and further, informs this Court that trial by jury is an indispensable component of due process of law. Thus, any court which fails to provide trial by jury, fails the test of due process, has no lawful jurisdiction to hear the matter in controversy, and any judgment rendered thereby is null and void, without lawful force and effect, whatsoever. See: *World Wide Volkswagon v. Woodsen,* 444 U.S. 286, 291; *National Bank v. Wiley,* 195 US 257; *Pennoyer v. Neff, 95 US 714.*

Respectfully submitted,

Geary-Thomas: Dooly

January 31, 2013

Without prejudice - All rights reserved.
Signed reserving all my rights at UCC 1-207 & 1-308
Geary Thomas Dooly
c/o Post Office Box 3326
Spartanburg, South Carolina [29304]

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cc: Kimberly N. Renaud, SC Bar No. 78730, GILES M. SCHANEN, JR. SC Bar No. 70391, et al of NELSON MULLINS RILEY & SCARBOROUGH LLP of Poinsett Plaza / 9th Floor, 104 South Main Street, Post Office Box 10084 (29603-0084, Greenville, SC 29601, (864) 250-2300.

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PROOF OF SERVICE:

I, Geary Thomas Dooly, do hereby certify that, I have served all parties listed below a true and correct copy of the Pleading(s) as listed below by mailing a copy of said Pleading(s) via United States Postal Service, postage paid, as follows:

PLEADING(S):
DEFENDANT'S COUNTERCLAIM; as ANSWER TO COUNTER PLAINTIFF'S COMPLAINT; and DEMAND FOR JURY TRIAL - 1st Amended Counterclaim To Complaint

PARTIES:
NELSON MULLINS RILEY & SCARBOROUGH LLP
Attn: Kimberly N. Renaud SC Bar No.78730, and
Giles M. Schanen, Jr. SC Bar No. 70391
P.O.Box 10084
Greenville, South Carolina 29603-0084

JOHNSON & FREEMAN, LLC
Attn: Nicholas N. Sears, Jr., and
Lora Stuart Camp
1587 Northeast Expressway
Atlanta, Georgia 30329

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Geary Thomas Dooly

DATE: January 31,2013

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STATE OF SOUTH CAROLINA COUNTY OF SPARTANBURG Deutsche Bank National Trust Company, as Trustee for Argent Securities Inc., Asset-Backed Pass-Through Certificates, Series 2004-W11 Plaintiff(s) vs. Geary Thomas Dooly, Eleanor S. Dooly and United States of America Defendant(s)	IN THE COURT OF COMMON PLEAS SEVENTH JUDICIAL CIRCUIT CASE NO.: 2012-CP-42-3027 DEFENDANT'S AFFIDAVIT OF DECLARATIONS

AFFIDAVIT OF DECLARATIONS

I, Geary Thomas Dooly, one of the people of South Carolina, hereinafter addressed as Geary Thomas, in a special limited appearance, without prejudice, Defendant (hereinafter also referred to as "Defendant" or "Affiant") does submit the following AFFIDAVIT OF DECLARATIONS. These replies are made and intended to comply and fulfill all South Carolina Rules of Civil Procedure, and the Court is further noticed, that the Defendant, Pro Se Vivus/Triformis, not being educated in the law, the court must read and construe liberally, all pleadings by the Defendant. *Hanes v. Kerner 404 US 520, Birl v Estelle 660 F.2d 592.*

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I, Geary Thomas Dooly, Pro Se Vivus/Triformis, in this court of record, do depose and say that I am competent to testify and have personal, first-hand knowledge of the matters hereafter testified to, that I am over the age of twenty-one (21), that the contents of this AFFIDAVIT OF DECLARATIONS (hereinafter, "Affidavit"), are true, correct, complete, and certain, admissible as evidence, and reasonable and just to the best of my knowledge, information, and belief, and if called, I will testify to the truth of these matters, and with sincere intent in truth hereby aver the following under penalty of perjury of the laws of South Carolina, as per the liabilities in *Briscoe v. LaHue, 460 U.S. 325 (1983)*:

1. Affiant declares and claims all Affiant's unalienable rights, some of which are noted in the Constitutions of the united States of America and of South Carolina, and waives no rights or remedies.

2. Affiant states that all public officials as members of the Governments are required to take an "oath of office" as expressly stated re: U.S. Constitution: Art.6: "*This Constitution, and the Laws of the United States which shall be made in Pursuance thereof; and all Treaties made, or which shall be made, under the Authority of the United States, **shall be the supreme Law of the Land**; and the Judges in every State shall be bound thereby, any Thing in the Constitution or Laws of any State to the Contrary Notwithstanding.*

....The Senators and Representatives before mentioned, and the Members of the several State Legislatures, and all executive and judicial Officers, both of the United States and of the

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several States, shall be bound by Oath or Affirmation, to support this Constitution...".

(emphasis added)

3. Affiant accepts as a binding contract all public officials' "Oath of Office" to be bound to honor the South Carolina State and united States of America Constitutions.

4. Affiant accepts as binding the Honorable Gordon G. Cooper's (and any derivative of his name) "Oath of Office" and person to be bound to honor the South Carolina State and united States Constitutions.

5. Affiant respectfully demands that all officers of this Court, including clerk, magistrate and all attorneys of record, produce copies of their "oath of office" and bonds on the record, or that they disqualify themselves for lacking authority to hold office, pursuant to *Federal Crop v. Merrill,* 332 U.S. 380 (1947).[1]

"An attorney for the Plaintiff cannot admit evidence into the court. He [she] is either an attorney or a witness". Trinsey v. Pagliaro, D.C.Pa. (1964) 229 F. Supp. 647. There must be an injured party in interest and an affidavit from injured party for the attorney to have a voice. This includes in part, specifically the following attorneys that have participated in this Case:

i) Nicholas N. Sears, Jr., SC Bar No. 78031

ii) Lora Stuart Camp, SC Bar No. 68633

iii) Kimberly N. Renaud, SC Bar No. 78730

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[1] **Federal Crop Ins. Corp. v. Merrill – 332 U.S. 380 (1947):**
Whatever the form in which the Government functions, anyone entering into an arrangement with the Government takes the risk of having accurately ascertained that he who purports to act for the Government stays within the bounds of his authority.
'Men must turn square corners when they deal with the Government.'

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6. Affiant is aware of no facts or admissible evidence that the attorney(s) in this instant case has/have personal first-hand knowledge from an injured party in interest and can enter evidence into the record, and believe that none exist.

7. Affiant denies and is not aware of any facts or admissible evidence that the attorney(s) of record for Plaintiff have a power of attorney, delegation of authority, appointment letter or any other evidence of said attorney's authority to speak or act for anyone but him/herself, and Affiant respectfully demands that all attorneys produce for the record said Power of Attorney, contract, or letter of appointment indicating authority to speak and act on behalf of Plaintiff. This includes:

i) Nicholas N. Sears, Jr., SC Bar No. 78031

ii) Lora Stuart Camp, SC Bar No. 68633

iii) Kimberly N. Renaud, SC Bar No. 78730

An agent cannot declare his/her own authority.

8. Affiants denies and is aware of no facts or admissible evidence that alleged Deutsche Bank National Trust Company (hereinafter "Deutsche Bank"), Argent Mortgage Company, LLC (hereinafter "Argent Mortgage"), or Argent Securities, Inc (hereinafter "Argent Securities") has the power to appoint attorneys as agents, and Affiant respectfully demands that alleged original lending bank Argent Mortgage, and Deutsche Bank produce a certified copy of their Bank Charter or REMIC Trust Indenture proving Officer's power to appoint attorneys as agents.

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9. Affiant is aware of no facts or admissible evidence that either the attorney(s) of record for Deutsche Bank National Trust Company, as Trustee for Argent Securities Inc., Asset-Backed

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Pass-Through Certificates, Series 2004-W11 have any authority to represent the investors that are participants in purported Trust.

10. Affiant is aware of no facts or admissible evidence that the purported Trust that Deutsche Bank National Trust claims to be Trustee exists.

11. Affiant is aware of no facts or admissible evidence that the alleged promissory note (hereinafter, "NOTE") and alleged Mortgage (hereinafter, "Mortgage") has been accepted by an authorized party into the purported Trust that Deutsche Bank National Trust claims to be Trustee.

12. Affiant is aware of no facts or admissible evidence that the said purported Trust that Deutsche Bank National Trust Company claims to be Trustee is legally or lawfully extant.

13. In respect of the paragraph #12 above, Affiant is aware of no facts or admissible evidence showing that managers, trustees or other fiduciaries or agents in control of the trust can exist.

14. Affiant testifies that Argent Mortgage Company, Argent Securities, Inc, or Deutsche Bank never gave Affiants full disclosure regarding the transaction wherein the Note and Mortgage was created, nor did they ever reveal who is the creditor/investor, and who is the debtor in the transaction.

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15. Affiant respectfully demands that Plaintiff make full disclosure at this time, in affidavit form, under penalty of perjury and under Plaintiff's full commercial liability in reference to paragraph # 14 above.

16. Affiant testifies that Plaintiff never gave Affiant a receipt for deposit of the alleged Promissory note (hereinafter, "NOTE") in the Transaction.

17. Affiant respectfully demands that Plaintiff produce said receipt at this time as referenced in paragraph # 16 above.

18. Affiant is aware of no facts or admissible evidence that Plaintiff did not conceal aspects of the true nature of the Transaction and its connections to a securitization and/or monetization process scheme and all the parties and benefits and payoffs involved, and believe that none exist.

19. Affiant is aware of no facts or admissible evidence that Plaintiff is the holder in due course of the alleged original NOTE and MORTGAGE, and believe that no such party hereto exist.

20. Affiant is aware of no facts or admissible evidence that Plaintiff is the real party in interest in respect of paragraph #19 immediately above, or in respect to their alleged authority to foreclose, and believe that none exists.

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21. Affiant is aware of no facts or admissible evidence that any investor possessing their own claim for which they can recover exists, and believe that none exists.

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22. In light of the preceding paragraphs Affiant is aware of no facts or admissible evidence that Plaintiff can produce any admissible evidence that is not hearsay, to prove that Plaintiff has any authority to default or to foreclose on, or standing[2] to sue Affiant, and believe that none exist.

[2] "Whether one has standing in a particular case generally revolved around the question whether that person has rights that may suffer some injury, actual or threatened." Clifford S. v. Superior Court, 45 Cal.Rptr.2d 333, 335.
"Standing requires the violation of a legal right that causes damage." Allen v. Wright, 468 U.S. 737, 751 (1984)

23. Affiant is aware of no facts or admissible evidence to refute that Plaintiff failed to define and reveal the true nature, process and procedures behind their use of the word "Loan" and how Plaintiff arranged to fund Affiant's Transaction account without risking their own funds or that of their investors or depositors.

24. Affiant is aware of no facts or admissible evidence that Plaintiff revealed a proper pre-disclosure of the TILA Statement per TILA disclosure requirements, and believes none exist.

25. Affiant is aware of no facts or admissible evidence that alleged Trustee(s) timely and properly accepted their trustee appointment(s) as required by law, and believes that none exist.

26. Affiant hereby testifies that Affiant was never given full disclosure about the procedures used to fund the Transaction. There was never a full accounting of the Transaction. Therefore Affiant respectfully demands a full accounting of the Transaction at this time.

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27. Affiant is aware that according to the banking industry's own publication, Federal Reserve Bank of Chicago, Two Faces of Debt, p.19, first published in 1953, and Modern Money

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Mechanics, p. 6, published in 1975, the transaction is funded by an exchange procedures, with new money created as a result of the signature of a "borrower"; said funds are not the lender's funds. Emphasis added.

28. Affiant is aware of no facts or admissible evidence that an assignment signed by a robo-signer(s) does NOT yield the assignment null and void and believes none exist.

29. Affiant is aware of no facts or admissible evidence that any subsequent filings of documents, signed by robo-signer(s), upon the county record would not be falsified documents without force and invalid, and believes none exist.

30. Affiant is aware of no facts or admissible evidence that Crystal Moore, who has been identified by earlier presented affidavit of expert witness to be a robo-signer, is/was a Vice President of CITI Residential Lending Inc. when she signed on February 10, 2009 the Assignment of Mortgage in instant Case # 2012-CP-42-31.

31. Affiant declares that on or about October 9, 2012 via DEFENDANT'S DISCOVERY: INTERROGATORIES (Item #3, Page 5) as filed into the Court record Affiant demanded the specific evidence in the immediately above #30 affirmation, and none has been provided.

32. Affiant is aware of no facts or admissible evidence that Crystal Moore, who has been identified by earlier presented affidavit of expert witness to be a robo-signer, is/was an Asst. Vice President of WASHINGTON MUTUAL BANK F/K/A OR WASHINGTON MUTUAL

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BANK, FA when she signed on September 30, 2009 the Assignment of Mortgage in a totally different Assignment of Mortgage.

33. Affiant hereby testifies that Affiant contacted State of Florida Governors Office who gave proof via a copy of Bryan J. Bly application for Notary, that he did not, on February 10, 2009, sign the Assignment of Mortgage in instant Case # 2012-CP-42-3027 as he signed on his Notary application but signed very differently and totally illegible.

34. Affiant hereby testifies that Affiant contacted State of Florida Governors office wherein Rose Ann Varnadore of that office gave proof via a copy of "Nature of Complaint", against Bryan J. Bly, one being that "Signer Not Present", and furthermore, stated that Heather Slager in the Governor's Office "has a permanent hold on this Notary".

35. Affiant hereby testifies that Affiant secured the services of a "Certified Mortgage Securitization Auditor/Bloomberg Specialist", Mr. Clayton Cherry of 1633 Ashbury Lane, Romeoville, IL 60446, who after making a thorough audit of the specific alleged loan number 0060029394 associated with this instant case, and under Notarized Affidavit reached the following conclusion verbatim:

The fact that Geary Thomas Dooly & Eleanor S. Dooly's alleged note has been identified as collateral for an 'Actively Trading Asset' which is currently performing as a basis for the Certificate Holders of the trust with monthly pay outs that shows current to date [as of 8/31/12] leads me to question the accuracy of any claims that this loan is in default. Geary Thomas Dooly & Eleanor S. Dooly's alleged loan is currently active [8/31/12] with a Current Balance of

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$137,774. Geary Thomas Dooly & Eleanor S. Dooly's alleged loan continues to be paid down as it remains in the Trust. ***Therefore the Trust-Entity has not suffered any loss or damage from the loan herein."*** Emphasis added.

36. Affiant is aware of no facts or admissible evidence that Argent Mortgage Company LLC funded instant Loan.

37. Affiant is aware of no facts or admissible evidence that Argent Securities Inc. funded instant Loan.

38. Affiant is aware of no facts or admissible evidence that subject Loan is NOT a table-funded loan, as promulgated by Regulation Z of the Federal Reserve, and the applicable provisions of the Truth In Lending Act (TILA).

39. Affiant is aware of no facts or admissible evidence that the alleged Trust of which Plaintiff claims to be Trustee was properly formed under the laws of the State of South Carolina.

40. Affiant is aware of no facts or admissible evidence that the documentation shown to the borrower (Affiant) and the documentation shown to the Investor were the same.

41. Affiant is aware of no facts or admissible evidence to show anything other than that the real Creditor in instant Case can only be described as an investor, as defined under the rules and regulations of the Securities and Exchange Commission who has paid money to an intermediary in the chain of securitization that resulted in the funding of Loan to Affiant.

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42. Affiant is aware of no facts or admissible evidence that Note and Mortgage was NOT bifurcated in violation of paragraph 20 of the Mortgage which in part says: "The Note or a partial interest in the Note (**together with this Security Instrument**) can be sold....". Emphasis added.

Any party with an interest in this matter must, within (30) thirty days of service of this Affidavit, answer and rebut point-for-point in affidavit form, any and all points with which they disagree or have issue, or show explicit and lawful cause why they are not required to answer and rebut said Affidavit. Some interested parties of known interest include, but are not limited to, the parties shown in PROOF OF SERVICE as attached hereto.

PLAINTIFF'S, or any partys' failure to respond, as stipulated, and rebut, with particularity, in writing, within thirty (30) days of receipt of this Affidavit, everything in this Affidavit, with which you disagree, is your lawful, legal and binding agreement with and admission to the fact that everything in this Affidavit is true, correct, legal, lawful by tacit procuration and fully binding upon you in any court in America, without your protest or objection or that of those who represent you.

Your silence is your acquiescence. Failure to answer and rebut with specificity is considered silence just as failure to answer and rebut is considered silence. See: *Connally v. General Construction Co., 269 U.S. 385,391. Notification of legal responsibility is "the first essential of due process of law". See also: U.S. V. Tweel, 550 F.2d.297. "Silence can only be equated with*

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AFFIDAVIT OF DECLARATIONS

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fraud where there is a legal or moral duty to speak or when an inquiry left unanswered would be intentionally misleading."

IF ANY SENTENCE, paragraph, section or provision of this AFFIDAVIT is held to be unenforceable or invalid, it shall not affect any of the remaining provisions of this instrument. I hereby affirm that I prepared and have read this Affidavit and I certify under penalty of perjury pursuant to the organic laws of South Carolina state that the foregoing is true, correct, complete, and not misleading, to the best of my ability.

Dated the 31 day of January 2013, A.D.

Further Affiant sayeth not.

Geary - Thomas: Dooly

Without prejudice - All rights reserved.
Signed reserving all my rights at UCC 1-207 & 1-308
Geary Thomas Dooly, Pro Se Vivus/Triformis
c/o Post Office Box 3326
Spartanburg, South Carolina [29304]

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NOTARIAL / JURAT

As a Notary Public in witness whereof, Hela AKKARY, attests to the following:

State of South Carolina)
) : ss ATTESTATION
County of Spartanburg)

In Witness whereof, I affirm and set my hand and seal on this 31st day of January, in the year of our Lord two thousand and thirteen, A. D., before me, Hela AKKARY, the undersigned Notary Public in and for the State of South Carolina, appeared Geary Thomas Dooly, personally known to me or proved to me on the basis of satisfactory evidence, to be the natural person whose autograph appears in the within instrument and acknowledged to me that he executed it.

HELA AKKARY NOTARY PUBLIC SOUTH CAROLINA Seal

/s/ H. AKKAR

Notary Public- South Carolina
My commission expires: April 4, 2019
Address: 3740 Boiling Springs Rd.
Boiling Springs, SC 29316

Notice

Using a notary on this document does not constitute any adhesion, nor does it alter My status in any manner. The purpose for notary is verification and identification only and not for entrance into any foreign jurisdiction.

The People of the State of South Carolina, specifically,
Geary Thomas Dooly, Pro Se Vivus/Triformis

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STATE OF SOUTH CAROLINA	**IN THE COURT OF COMMON PLEAS**
COUNTY OF SPARTANBURG	**CASE NO.: 2012-CP-42-3027**
Deutsche Bank National Trust Company, as Trustee for Argent Securities Inc., Asset-Backed Pass-Through Certificates, Series 2004-W11 **Plaintiff(s)** **vs.** **Geary Thomas Dooly, Eleanor S, Dooly and United States of America** **Defendants**	**DEFENDANT'S OBJECTION TO PLAINTIFF'S MOTION TO DISMISS COUNTERCLAIMS**

DEFENDANT'S OBJECTION TO PLAINTIFF'S MOTION TO DISMISS COUNTERCLAIMS

I, Geary Thomas Dooly, one of the people of South Carolina, hereinafter addressed as Geary Thomas, in special limited appearance, without prejudice, and without granting jurisdiction, hereby gives notice, pursuant to South Carolina Rules of Civil Procedure, of this "**OBJECTION TO PLAINTIFF'S MOTION TO DISMISS COUNTERCLAIMS**".

The court is further noticed that, the Defendants, Pro Se Vivus/Triformis (hereinafter referred to as "Defendant", "Geary-Thomas"), not being educated in the law, the court must read and construe liberally, all pleadings by the Defendant. *Hanes v. Kerner 404 US 520, Birl v Estelle 660 F.2d 592*

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I. PARTYS

Geary Thomas Dooly is one of the Alleged Defendant's in Case No. 2012-CP-42-3027.

Deutsche Bank National Trust Company as Trustee for Argent Securities Inc., Asset-Backed Pass-Through Certificates, Series 2004-W11 is the Plaintiff in Case No. 2012-CP-42-3027.

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Kimberly N. Renaud, SC Bar No. 78730, GILES M. SCHANEN, JR. SC Bar No. 70391, et al of NELSON MULLINS RILEY & SCARBOROUGH LLP, is one of many appearing to represent the Plaintiff in Case No. 2012-CP-42-3027.

II. ARGUMENT - FACTS AND BASIS FOR OBJECTION TO MOTION

Let the record reflect that the Plaintiff's attempt, by and through Kimberly N. Renaud, SC Bar No. 78730, Giles M. Schanen, Jr. SC Bar No. 70391, et al of NELSON MULLINS RILEY & SCARBOROUGH LLP, to remove any defense is in violation of the Defendant, and would cause irreparable harm to the defendant.

Kimberly N. Renaud in Bad Faith is attempting to prejudice the court, against the defendant, by to willfully misleading this court to remove any defense the Defendant has.

1. According to Black's law "cause of action" is defined as follows:

   a) ***Matter for which an action may be brought,***

   b) ***The ground on which an action may be sustained,***

   c) ***The right to bring a suit,***

   d) ***Cause of action is properly the ground on which an action can be maintained, or***

   e) ***the phrase is often used to signify the matter of the complaint or claim on which a given action is in fact grounded, whether or not legally maintainable.***

2. A properly executed Assignment of the Note and Mortgage is FIRST required to be properly executed in order to be filed into the Court Record, and SECOND required to give the proposed recipient of the Assignment any authority. The "Assignment of Mortgage" shown as Exhibit B of Plaintiff's original COMLAINT in instant case No. 2012-CP-42-3027 was found to contain four (4) ROBO SIGNERS, namely CRYSTAL MOORE, VILMA CASTRO, DHURATA DOKO, and BRYAN J. BLY. These serious faults give issue to possible fraud, and certainly constitutes a tainted Assignment

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involving a Mortgage Assignment. This seriously tainted Assignment certainly gives the Defendant standing to challenge the validity of the Assignment of Mortgage as presented by the Plaintiff, and does constitute a cause of action.

3. One "Matter" for which this action is brought is stated in the second paragraph of Defendant's Counterclaim as the validity that "Plaintiff is a holder in due course or 'person entitled to enforce the instrument' pursuant to UCC 3-301." Plaintiff MUST be "holder in due course" to bring this action and that would require a properly executed Assignment of Mortgage. Plaintiff has failed to give such evidence and has presented a seriously tainted document. Such lack of evidence and bad faith is "***ground on which an action may be sustained.***"

4. No evidence was given in the initial COMPLAINT that counsel had any written authority to collect this alleged debt on behalf of and under the name of Plaintiff. Furthermore, Defendant gave case law that, "It is res judicata that contracts between attorneys and their clients are not privileged information", See Clarke v. American Commerce National Bank. No such proof of authority was given and Defendant's counterclaim demanded same, however counsel has blatantly refused to provide such proof. Such lack of proof is certainly is cause of action per definition #3 above, "***The right to bring a suit.***" Plaintiff has repeatedly refused to provide such evidence to the Court and Defendant.

5. An AMENDED COUNTERCLAIM has been filed into the court record.

III. CONCLUSION

THEREFORE, the Defendant objects to **PLAINTIFF'S MOTION TO DISMISS COUNTERCLAIMS** as being unfounded and mere hearsay as to the standing of the Plaintiff or the authority of counsel to bring this action, and Defendant moves the court to DENY said Motion.

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For the reasons stated above, this Court should not allow the Plaintiff, Deutsche Bank National Trust Company and it's counsel Kimberly N. Renaud, SC Bar No. 78730, GILES M. SCHANEN, JR. SC Bar

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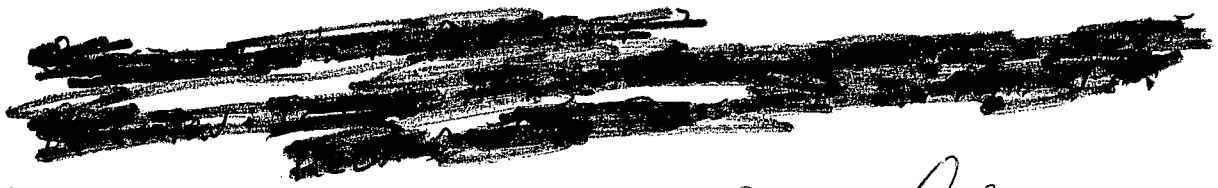
No. 70391, et al of NELSON MULLINS RILEY & SCARBOROUGH LLP, and any/all others appearing to represent the Plaintiff in Case No. 2012-CP-42-3027, until authority granted by Deutsche Bank National Trust has been proven via a certified copy of such authority granted authority of counsel dated prior to bringing this action. Until such proof has been filed into the Court record, Defendant prays that the Court consider this case as being brought by the Attorney Firms of record without authority.



Respectfully submitted,

Geary - Thomas : Dooly

January 31, 2013

Without prejudice - All rights reserved.
Signed reserving all my rights at UCC 1-207 & 1-308
Geary Thomas Dooly
c/o Post Office Box 3326
Spartanburg, South Carolina [29304]

cc: Kimberly N. Renaud, SC Bar No. 78730, GILES M. SCHANEN, JR. SC Bar No. 70391, et al of NELSON MULLINS RILEY & SCARBOROUGH LLP of Poinsett Plaza / 9th Floor, 104 South Main Street, Post Office Box 10084 (29603-0084, Greenville, SC 29601, (864) 250-2300.

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STATE OF SOUTH CAROLINA **COUNTY OF SPARTANBURG** **Deutsche Bank National Trust Company, as Trustee for Argent Securities Inc., Asset-Backed Pass-Through Certificates, Series 2004-W11 Plaintiff(s)** **vs.** **Geary Thomas Dooly, Eleanor S. Dooly and United States of America** **Defendant(s)**	**IN THE COURT OF COMMON PLEAS** **SEVENTH JUDICIAL CIRCUIT** **CASE N0.: 2012-CP-42-3027** **NOTICE TO THE COURT AS RELATES TO MOTION TO DISMISS COUNTERCLAIM HEARING**

I, Geary Thomas Dooly, one of the people of South Carolina, hereinafter addressed as Geary Thomas, in a special limited appearance, without prejudice, hereby gives notice, addressing the Plaintiff, the Plaintiff's Attorney(s), and the Court. The court is further noticed, that the Alleged Defendant, Pro Se (Vivus/Triformis), not being educated in the law, the court must read and construe liberally, all pleadings by the [Alleged] Defendant. Hanes v. Kerner 404 US 520, Birl v Estelle 660 F. 2d 592.

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MICHELE PEARLY

Let the record reflect that the Plaintiff's attempt, by and through Kimberly N. Renaud, SC Bar No. 78730, Giles M. Schanen, Jr. SC Bar No. 70391, et al of NELSON MULLINS RILEY & SCARBOROUGH LLP, to remove any defense is in violation of the Defendant, and would cause irreparable harm to the defendant and justice in this Case.

It appears that Kimberly N. Renaud, Giles M. Schanen, Jr., et al, in Bad Faith, are attempting to prejudice the court, against the defendant, by willfully misleading this court to remove any defense the Defendant has. Kimberly N. Renaud, Giles M. Schanen, et al, has not answered, in good faith, any correspondence of the Defendant with admissible evidence or proof of anything such as:

1. There is no signature of the Plaintiff presented or on file in this Case.

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2. There has been no admissible evidence presented or on file in this Case that Deutsche Bank National Trust Company, as trustee for Argent Securities, Inc. has authorized anyone to bring this action. Defendant requested this admissible evidence in the initial response to the Complaint in Item #6 on Page 2 as follows:

> "6) Demand is made that counsel provide proof of authority to collect this alleged debt on behalf of and under the name of Plaintiff. NOTE: It is res judicata that contracts between attorneys and their clients are not privileged information. See *Clarke v. American Commerce National Bank:*

Clarke v. American Commerce National Bank, 974 F.2d 127 (9th Cir. 1992), [T]he identity of the client, the amount of the fee, the identification of payment by case file name, and the general purpose of the work performed are usually not protected from disclosure by the attorney-client privilege. Id. at 129 (citations omitted)".

The Plaintiff replied, Trustee has no obligation to respond..." .... Trustee denies same. Yet Defendant gave Case evidence as above that such information is NOT protected. This type of BAD FAITH responding from Plaintiff's Attorneys has been typical throughout the course of this action in an apparent attempt to avoid the real issues so as to raise the question: Did the Attorney "buy" this Case and is acting as the Plaintiff in fact?

3. The Assignment of the Note and Mortgage is not admissible in that it is proven to be laced with four fraudulent ROBO signers as attested to by an Officer of the Court, Mr. John O'Brian, in affidavit form as presented to the Plaintiff, as can be seen as Exhibit G (5 PAGES) of DEFENDANT'S REPLY TO PLAINTIFF'S FIRST REQUEST FOR PRODUCTION. This alone if acted on in good faith would have ended this Foreclosure Action via an Assignment tainted with no less than four (4) known, proven to be ROBO signers. Plaintiff and Plaintiff Attorneys have ignored this very serious flaw and this dishonor of the Court.

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4. On or about January 7, 2013 Plaintiff filed PLAINTIFF'S MOTION TO DISMISS COUNTERCLAIMS AND FOR ORDER OF REFERENCE TO THE MASTER IN EQUITY stating "fails to state a cause of action", and "Defendants lack of standing to challenge the Assignment of Mortgage". Defendant on or about January 31, 2013 filed DEFENDANT'S OBJECTION TO PLAINTIFF'S MOTION TO DISMISS COUNTERCLAIMS wherein Black's law definition of "cause of action" was quoted and pointing out how the Defendant does, in fact, state the cause of Defendants action, and gave good argument, in the Defendant's opinion. The Defendant did, in fact, state a cause of action. That Filing was ignored by both the Plaintiff's Attorney, and the Court.

5. In all these filings, the Attorneys have skirted the real issues, apparently knowing that Defendant is not trained in Law and detail of how to force the real issues, yet, in spite of the fact that in filings by

Defendant it was clearly noted as "The court is further noticed...", that Defendant "not being educated in the law, the court must read and construe liberally, all pleadings by Defendant.", in accord with *Haines v. Kerner 404 US 520, Bird , Estelle 660 F.2d 592*, yet the court has remained mute in reference to these issues to the detriment of the Defendant. It is very obvious that the Plaintiff is skirting the issues, has something to hide such as authority to bring this action, and is using technical law form, and color of law to defeat Defendant's sound defense of things such as "Fraudulent Assignment", " No first hand admissible evidence", "failure to have anything admissible from the Plaintiff with a valid signature as bringing this action and the associated evidence.

Conclusion

Therefore, because the Plaintiff is moving this court in dishonor, without revealing the true nature of what appears to be fraud against the alleged defendant, this court should be entered into discovery to examine and expose the actions of the Plaintiff, and order the Plaintiff to present admissible evidence with Plaintiff's signature giving authority to foreclose on a Note that has been bifurcated, sold, has no injured party, securitized, is currently trade on the open market via proven CUSIP # 040104E8, and is current per the Notarized affidavit of an expert auditor of securitization.

THEREFORE, Defendant asks that the court order this Case into Discovery, and monitor said Discovery such that all the valid, important, and fraudulent acts can be addressed with fair, full, and reasonable answers from the real Plaintiff. Defendant may need to subpoena witnesses, or whatever the Court may order.

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Respectfully submitted May 16, 2013.

Without prejudice - All rights reserved.
Signed reserving all my rights at UCC 1-207 & 1-308
Geary Thomas, Pro Se Vivus/Triformis
c/o Post Office Box 3326
Spartanburg, South Carolina [29304]

Geary - Thomas : Pro Se Vivus/Triformis

cc: Kimberly N. Renaud, SC Bar No. 78730, GILES M. SCHANEN, JR. SC Bar No. 70391, et al of NELSON MULLINS RILEY & SCARBOROUGH LLP, of Poinsett Plaza / 9th Floor, 104 South Main Street, Post Office Box 10084 (29603-0084, Greenville, SC 29601, (864) 250-2300.

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5-16-13

STATE OF SOUTH CAROLINA	**IN THE COURT OF COMMON PLEAS**
COUNTY OF SPARTANBURG	**CASE N0.: 2012-CP-42-3027**
Deutsche Bank National Trust Company, as Trustee for Argent Securities Inc., Asset-Backed Pass-Through Certificates, Series 2004-W11 **Plaintiff(s)**	**DEFENDANT'S MOTION FOR**
vs.	**SUMMARY JUDGEMENT**
Geary Thomas Dooly, Eleanor S, Dooly and United States of America **Defendants**	

DEFENDANT'S MOTION FOR SUMMARY JUDGEMENT

I, Geary Thomas Dooly, one of the people of South Carolina, hereinafter addressed as Geary Thomas, in special limited appearance, without prejudice, and without granting jurisdiction, hereby gives notice, under South Carolina Rules of Civil Procedure, Rule 5; 5(b)(3); Rule 56; and Rule 7, of this **"DEFENDANT'S MOTION FOR SUMMARY JUDGMENT "** addressing both the Plaintiff and the Plaintiff's Attorney(s). The court is further noticed that, the Defendants, Pro Se Vivus/Triformis (hereinafter referred to as "Defendant"), not being educated in the law, the court must read and construe liberally, all pleadings by the Defendant. *Hanes v. Kerner 404 US 520, Birl v Estelle 660 F 2d 592.*

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PARTIES

Geary Thomas is one of the Alleged Defendant's in Case No. 2012-CP-42-3027.

Deutsche Bank National Trust Company as Trustee for Argent Securities Inc., Asset-Backed Pass-Through Certificates, Series 2004-W11 is the Plaintiff in Case No. 2012-CP-42-3027.

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Kimberly N. Renaud, SC Bar No. 78730, GILES M. SCHANEN, JR. SC Bar No. 70391, et al of NELSON MULLINS RILEY & SCARBOROUGH LLP, is two of several Attorneys appearing to represent the Plaintiff in Case No. 2012-CP-42-3027 therefore each Attorney in this firm is a party to this Case..

Nicholas N. Sears, Jr., SC Bar No.78031, Lora Stuart Camp SC Bar No.6863, et al of Johnson & Freeman, LLC of 1587 Northeast Expressway, Atlanta, GA 30329.

FACTS AS BASIS FOR MOTION

#1. Plaintiff lacks standing due to fraudulent Assignment of Note and Mortgage hereinafter referred to as Assignment. All four (4) signatures on the Assignment are invalid thus making the Assignment void, leaving Plaintiff without standing to bring this foreclosure.

#2. Assignment was fraudulently made by CITI RESIDENTIAL LENDING INC., AS ATTORNEY-IN-FACT FOR ARGENT MORTGAGE COMPANY, LLC hereinafter referred as CITI using known Robo/Surrogate signers using false titles and signatures. See **EXHIBIT #1 (1 Page)**.

#3 All four (4) signatures on the Assignment are known, verified, and proven robo/surrogate signers which is a fraudulent act. Attached **EXHIBIT #2 (5 Pages)** is four Affidavits given by John O'Brian, Register of Deeds Southern Essex District Registry of Deeds Commonwealth of Massachusetts wherein he states that he is aware that each of the four (4) are "...robo or surrogate signers.". Mr. O'Brian bases these affidavits "..on the opinion of our forensic analyst, Marie McDonnell of McDonnell Property Analytics.." McDonnell defines a robo-signer as: "*The person on a legal document processing assembly line whose only task is to sign previously prepared documents affecting title to real property in a robotic-like fashion without reading the documents or verifying the facts contained therein by reviewing primary source evidence. The robo signer's mission is to expedite the documents' recordation in the public land records or in court proceedings. Additionally, robo-signers regularly fail to establish*

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or simply do not have the authority to execute these documents on behalf of the legal title holder or principal on whose behalf they purport to act." Ms. McDonnell also defines a surrogate via a similar definition as can be read in **EXHIBIT #2 (5 Pages).**

#4. Communication with the State of Florida Governor's Office as in **EXHIBIT #3 (6 Pages)** reveals the fact that Mr. Bryan J. Bly's commission was put on "permanent hold" by Heather Slager of the Governor's Office, and that two of the complaints against Mr. Bly are 1) "Residency Question", and 2) "Signer Not Present". It has been pointed out that Mr. Bly's signature "varies significantly on documents". On this instant Assignment the signature as a Notary is invalid in that it is, first, totally unrecognizable, and, second, totally different from his signature on file with the State of Florida as can be seen in **EXHIBIT #3 (6 Pages).** Furtheremore, Mr. Bly signs various documents using several titles such as 1) Vicw President, American General Home Equity, Inc; 2)Vice President CitiBank, and others including Notary as shown in **EXHIBIT 4 (2 Pages).**

#5. Violations of the other three (3) robo/surrogate signers, Vilma Castro, Dhurato Doko, and Crystal Moore are shown in **EXHIBIT #4 (2 Pages).**

#6. In **EXHIBIT # 5 (9 Pages)** the various examples of Assignments signed by these four (4) robo signers shows how they fraudalently interchange titles, and signatures as follows:

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A) Crystal Moore

i) On Pg 1 signs as "Asst. Vice President Washington Mutual Bank, FA

ii) On Pg 4 signs as Vice president of CITI Residential Lending Inc.

iii) On Pg8 signs as Vice President of CITI Residential Lending Inc.

B) Bryan J Bly

i) On Pg 1 signs as Notary with totally different looking signature.

ii) On Pg 2 signs as Attorney-in-fact for FDIC as Receiver for Indymac Federal Bank.

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iii) On Pg 3 signs a Vice President CITI Residential Lending Inc.

iv) On Pg 4 signs a s Notary with invalid signature – totally different FLA Application

v) On Pg 5 signs as Notary with invalid signature – not like on Florida application.

vi) On Pg 9 signs as Vice Pres Digital Federal Credit Union. Actually writes his name!

C) Vilma Castro

i) On Pgs 1 & 2 signs as witness.

ii) On Pg 8 signs as witness. NOTE: None of these signatures are even close to alike!

D) Dhurata Doko

i) On Pgs 1 & 2 signs as witness.

ii) On Pg 6 signs as Vice Pres. Financial Freedom Senior Funding Corporation.

iii) On Page 7 signs as Vice Pres Financial Freedom Senior Funding Corporation with a totally different looking signature!

#7. The facts that are established via this evidence is overwhelming that this Assignment is A) invalid, B) fraudulent, and C) Misleading to the court. Note that John O'Brian is an Officer of the Court in the Commonwealth of Massachusetts and has given by affidavit his proof that the four signatures on the fraudulent Assignment are ROBO signatures per an expert that has confirmed his findings.

#8. These violations on the Assignment, and the lack of standing were brought to the attention of the Plaintiff, and the Plaintiff's Attorney, and they still continue to prosecute this case while having Affidavits from Mr. O'Brian, Register of Deeds and were given his contact information but still perpetuate this fraud in bad faith as Officers of the Court. This is fraud upon the court to act in defiance of such information, knowledge, and proof.

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#9. On this Assignment Plaintiff claims to be a "Trustee" but Plaintiff fails to use the usual language of "under the terms of that certain trust dated ____.", and Plaintiff has failed to present any

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proof of there being any trust with certain terms, and therefore has not established that there is in fact a Trust of which the Plaintiff is Trustee. Only hearsay opinion has been entered into the record to establish standing.

#10. On this instant Assignment, Crystal Moore signed as Vice President of CITI Residential Lending Inc, however the same person Crystal Moore signed as Vice President of Washington Mutual Bank,FA which is fraud on the Court to misrepresent since Crystal Moore would not be a vice president of 2 different Lending institution. This could, can, and will be proven, if needed, via subpoena of all these individuals as well as the Bank official of the respective Banks. Then, to add fraud upon fraud, Crystal Moore's signature is signed fraudulently by an alleged Notary that on other documents claims to be a vice president, attorney-in-fact to 3 different lending institutions. There is no proof as of this date given by Plaintiff that Crystal Moore is, in fact, a Vice President of CITI Residential Lending Inc. Furthermore, at the time of preparation of this Assignment, it is certain that Citi Residential Lending Inc would have known that Crystal Moore was NOT a Vice President of the Company thereby commiting fraud upon the court.

#11. To continue this case is, FIRST, Fraud against the Court by any and all parties so pursuing; SECOND, a waste of the time of this Court and the people's money of Spartanburg County, and FINALLY, a wrong that needs to stop.

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#12. As to standing requiring Plaintiff to establish validity of an Assignment of Note and Mortgage the following excerpts from an article in reference to this same Plaintiff as in this instant case, namely, Deutsche Bank National Trust Company follows: Honorable Judge J. Michael Seabright of the Hawaii United States District Court, today **GRANTED** the homeowners' Motion to Dismiss the case filed against them in federal district court by Plaintiff Deutsche Bank National Trust Company, as Trustee Morgan Stanley ABS Capital I Inc. Trust 2007-NC1 Mortgage Pass-Through Certificates, Series

A-16

2007-NC1. The Williamses (Leigafoalii Tafue Williams and Papu Christopher Williams), who were represented by Honolulu attorney, **James J. Bickerton (Jim),** of **Bickerton Lee Dang & Sullivan,** filed a Motion to Dismiss pursuant to Federal Rule of Civil Procedure 12(b)(1), in which they argue, among other things, that **Plaintiff has no standing** to foreclose because it has not established that it was validly assigned the Mortgage and Note. The Court noted that: ***"Because the court finds that Plaintiff has failed to establish its standing to bring this action, the court need not reach the Williamses' other arguments for dismissal."***

Judge Seabright continues: "Deutsche Bank asserts affirmative claims against the Williamses seeking to enforce the Mortgage and Note, and therefore must establish its legal right (i.e., standing) to do so. See, e.g., *IndyMac Bank v. Miguel*, 117 Haw. 506, 513, 184 P.3d 821, 828 (Haw. App. 2008) (explaining that for standing, a mortgagee must have "a sufficient interest in the Mortgage **to have suffered an injury** from [the mortgagor's] default")."

#13. As to UNCLEAN HANDS, the clean hands doctrine is a rule of law that someone bringing a lawsuit or motion and asking the court for equitable relief must be innocent of wrongdoing or unfair conduct relating to the subject matter of his/her claim. It is an affirmative defense that the defendant may claim the plaintiff has "unclean hands". Robo-Signing as in this instant case, is a good example of "unclean hands".

#14. The Note being foreclosed on is invalid. This promissory Note has been stamped on the left bottom side of the front page with "PAY TO THE ORDER OF AMERIQUEST MORTGAGE COMPANY WITHOUT RECOURSE ARGENT MORTGAGE COMPANY, LLC", and endorsed by Wayne Lee, President, and by John P. Grazer,E.V.P./C.F.O. FURTHERMORE, the Note is stamped on the right bottom of the front page with "PAY TO ORDER OF WITHOUT RECOURSE AMERIQUEST MORTGAGE COMPANY", and is endorsed by Wayne Lee, President/C.E.O., and by Karen Christensen, C.F.O. These endorsements cause this to no longer be a Note, and yield it to be an

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executed paid document, or known as a "Draft" and NOT a "Note". PLEASE NOTICE: The Note in the hands of the Plaintiff is NOT the same Note as falsely presented in this foreclosure action. See **Exhibit X**. Such falsification is done in BAD FAITH, and is fraud upon this court.

#15. In DEFENDANT'S RESPONSE TO PLAINTIFF'S REPLY TO COUNTERCLAIM AS ANSWER was included as Exhibit #1 an Affidavit from Mr. Cherry Clayton wherein all his credentials as an expert as "Certified Mortgage Securitization Auditor in the State of Illinois." Said exhibit shows the computer screen shots from Mr. Clayton Bloomberg software program show subject Note being actively traded with a valid CUSIP number, and concludes among other things that, and I quote verbatim: "Therefore the Trust-Entity has not suffered any loss or damage from the loan herein." Therefore, it is FACT that there is no injured party, and the entity that is beneficiary of the Note is NOT the Plaintiff in this case.

#16. On or about January 31, 2013 Defendant filed DEFENDANT'S AFFIDAVIT OF DECLARATIONS that was presented to all known parties to this Note and Mortgage including all Attorneys, DEUTSCHE BANK NATIONAL TRUST President/CEO, AMERICAN HOME MORTGAGE SERVICING INC President/CEO with a valid stipulation that on page 11 of 14 as follows: ***PLAINTIFF'S, or any party's failure to respond, as stipulated, and rebut, with particularity, in writing, within thirty (30) days of receipt of this Affidavit, everything in this Affidavit, with which you disagree, is your lawful, legal and binding agreement with and admission to the fact that everything in this Affidavit is true, correct, legal, lawful by tacit procuration and fully binding upon you in any court in America, without your protest or objection or that of those who represent you.*** None of the addressed parties have properly responded therefore each and every one of Affiant's statements are fact, and on the record of this court as admitted to in silence in acquiescence, all facts stated by Affiant are hereby entered as part of this MOTION FOR SUMMARY JUDGEMENT.

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ARGUMENT

A) With NO admissible evidence being submitted to the record that Deutsche Bank National Trust Company as Trustee is, in fact the true Plaintiff, with all parties agreeing the Defendant's statements as Affiant it is concluded that the Foreclosure proceeding has no merit, is riddled with false pretense, has no standing, and should be dismissed with SUMMARY JUDGMENT in favor of the Defendant without prejudice.

B) No permissible evidence has been presented that there is an injured party as relates to subject Note which no longer even exist, leaving the alleged Plaintiff with no standing to bring or continue this case.

C) With the Assignment having been tainted with FRAUD as proven via expert and credible witness of Mr. John O'Brian an Officer of the Court of the Commonwealth of Massachusetts, there has been no valid Assignment made of subject Note and Mortgage, therefore it is fraud upon this Court to continue this action. Furthermore, with Court now having knowledge that the Assignment within their possession and records is tainted with proven FRAUD, the Clerk of this Court is duty bound to remove that Assignment from their records, and reject the fraudulent Assignment.

D) There has been only hearsay witness and evidence entered into this Case by the Attorneys which, in fact, cannot be a witness AND be the Attorney. With no admissible evidence from the Plaintiff the Case has no merit and is fraud upon the court, is presented in bad faith, and Plaintiff has no standing based on credible, admissible evidence.

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RELIEF REQUESTED

Defendant moves the Court to declare SUMMARY JUDGEMENT without prejudice in favor of the Defendant, and rule that the said bifurcated Note and Mortgage be declared null and void and require the Plaintiff to deliver a clear title to subject property.

THEREFORE,

Defendant Motions the Court to dismiss this case without prejudice for lack of standing and for willfully submitting an invalid and fraudulent Assignment of Note and Mortgage that should have been very obvious to both CITI Residential Lending Inc, and the Plaintiff and the Attorneys with proof as presented herein and in prior presentments. **Plaintiff is without standing.**

Date: 16th day of May, 2013

Without prejudice - All rights reserved.
Signed reserving all my rights at UCC 1-207 & 1-308
Geary Thomas Dooly
c/o Post Office Box 3326
Spartanburg, South Carolina [29304]

Geary - Thomas - Dooly, Pro Se Vivos Trifornia

Geary - Thomas : Dooly; Pro Se Vivos / Trifornia

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SPARTANBURG COUNTY
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PROOF OF SERVICE:

I, Geary Thomas Dooly, certify that, I have served all parties a true and correct copy of this document on this 16th day of May 2013 by sending it via United States Postal Service to all parties as follows:

NELSON MULLINS RILEY & SCARBOROUGH LLP
Attn: Giles M. Schanen, Jr.
104 South Main Street
Greenville, South Carolina 29601

Geary Thomas Dooly

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2013 MAY 16 PM 2:53
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REM 4187 PAGE 457

Exhibit #1

When Recorded Return To:
AMERICAN HOME MTG SERVICING
C/O NTC 2100 Alt. 19 North
Palm Harbor, FL 34683

MTG-2009-7140
Recorded 1 Pages on 2/24/2009 9:48:25 AM
Recording Fee: $6.00 Documentary Stamps: $0.00
Office of Register of Deeds, Spartanburg, S.C.
Stephen Ford, Register

CRL L#: 0060029394
Assignee L#: 4000479909
Investor L#: 0060029394
Custodian: 85
Effective Date: 02/11/2009

ASSIGNMENT OF MORTGAGE

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency of which is hereby acknowledged, the undersigned, **CITI RESIDENTIAL LENDING INC., AS ATTORNEY-IN-FACT FOR ARGENT MORTGAGE COMPANY, LLC, WHOSE ADDRESS IS 10801 E. 6TH STREET , RANCHO CUCAMONGA, CA 91730, (ASSIGNOR)**, by these presents does convey, grant, sell, assign, transfer and set over the described mortgage/deed together with the certain note(s) described therein together with all interest secured thereby, all liens, and any rights due or to become due thereon to **DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE FOR, ARGENT SECURITIES INC. ASSET-BACKED PASS-THROUGH CERTIFICATES, SERIES 2004-W11, UNDER THE POOLING AND SERVICING AGREEMENT DATED OCTOBER 10, 2004, WHOSE ADDRESS IS 1761 EAST ST. ANDREW PLACE , SANTA ANA, CA 92705-4934, (ASSIGNEE)**
Said mortgage is made by **GEARY THOMAS DOOLY AND ELEANOR S. DOOLY** to **ARGENT MORTGAGE COMPANY, LLC** and recorded 08/18/2004 in the Recorder or Registrar of Deeds of SPARTANBURG County, South Carolina in Book 3286, Page 698, and/or as Document # MTG-2004-42926

Dated 02/10/2009
CITI RESIDENTIAL LENDING INC., AS ATTORNEY-IN-FACT FOR ARGENT MORTGAGE COMPANY, LLC

By: _____
CRYSTAL MOORE VICE PRESIDENT

_____ _____
VILMA CASTRO Witness#1 **DHURATA DOKO Witness#2**

STATE OF FLORIDA COUNTY OF PINELLAS
Before me, the undersigned Notary Public, personally appeared the undersigned witness who, being duly sworn, deposed and said that (s)he saw CRYSTAL MOORE the VICE PRESIDENT sign, seal and deliver the foregoing Assignment of Mortgage and that (s)he, together with the other witness witnessed the execution thereof. SWORN to and subscribed before me THIS 10TH DAY OF FEBRUARY IN THE YEAR 2009.

_____
VILMA CASTRO Witness#1

Bryan J. Bly
Notary Public, State of Florida
Commission # DD 691055
Expires July 01, 2011
Bonded Through National Notary Assn.

_____
BRYAN J. BLY Notary Public
My commission expires: 07/01/2011

Document Prepared By: Jessica Fretwell/NTC,2100 Alt. 19 North, Palm Harbor, FL 34683 (800)346-9152

Reviewed and Approved as meeting the South Carolina Code of Laws and Recording Statutes by Biddle Law Firm, P.A., Myrtle Beach, South Carolina.

CRLAS 9205680 1/31 CJ2044111 form5/FRMSC1

9205680

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M. HOPE BLACKLEY

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EXHIBIT #2

AFFIDAVIT OF ROBO SIGNATURES 5 Pgs

Commonwealth of Massachusetts

SOUTHERN ESSEX DISTRICT REGISTRY OF DEEDS
SHETLAND PARK
45 CONGRESS STREET
SUITE 4100
SALEM, MASSACHUSETTS 01970

A division of the Secretary of the Commonwealth
WILLIAM FRANCIS GALVIN, SECRETARY

JOHN L. O'BRIEN, JR.
Register of Deeds
(978) 542-1704
Fax: (978) 542-1706
e-mail: southernessexcustomerservice@sec.state.ma.us
www.salemdeeds.com

Tom Dooly
690 Zion Hill Road
Spartanburg, SC 29307

Dear Tom,

In an attempt to provide you with more assistance, I have enclosed, an affidavit signed by me, as Register of the Southern Essex District Registry of Deeds, attesting to the presence of a robo-signed signature on your document as listed on McDonnell Property Analytics Approved Robo-signers List. If you are currently being foreclosed upon, this affidavit may be presented to your attorney, the lender, or the court to show that your chain of title has been corrupted. For those of you who are not in foreclosure, the affidavit may be presented to your current lender to show that a robo-signed document has in fact been recorded in your chain of title and be part of a request to investigate how this happened and what the lender is going to do to correct it.

Thank you for contacting us concerning your robo-signed document. Should you have any further questions or need assistance, please contact my Customer Service Department at 978-542-1704.

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BARBARA BLACKLEY

With Regards,

John O'Brien
Register of Deeds

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EXHIBIT #2

AFFIDAVIT OF JOHN L. O'BRIEN, REGISTER OF DEEDS SOUTHERN ESSEX DISTRICT

1. I, John L. O'Brien, Register of the Southern Essex District Registry of Deeds, do hereby swear or aver as follows:

2. As of June 2011 it has been my policy as follows:

   a. IF THERE ARE VARIATIONS OF AN ALLEGED ROBO-SIGNER ON RECORD AT MY REGISTRY – I require that all documents sent for recording that are executed by that alleged robo-signer, be independently verified by an affidavit that the signature is in fact the signature of the named individual, prior to recording. (See Exhibit B attached hereto).
   b. IF THERE ARE NO VARIATIONS OF AN ALLEGED ROBO or SURROGATE SIGNER ON RECORD AT MY REGISTRY – I record the documents and forward them to the Massachusetts Attorney General's Office for review and possible violation of a Crime Against Property, specifically MGL Chapter 266, Section 35A (b) (4).

3. I have instituted this policy based on the opinion of our forensic analyst, Marie McDonnell of McDonnell Property Analytics who has provided me with a list of robo and surrogate signers.

   McDonnell defines a "robo-signer" as: *The person on a legal document processing assembly line whose only task is to sign previously prepared documents affecting title to real property in a robotic-like fashion without reading the documents or verifying the facts contained therein by reviewing primary source evidence. The robo-signer's mission is to expedite the documents' recordation in the public land records or in court proceedings. Additionally, robo-signers regularly fail to establish or simply do not have the authority to execute these documents on behalf of the legal title holder or principal on whose behalf they purport to act.*

   McDonnell defines a "surrogate signer" as: *A person who signs a legal document on behalf of and in the name of another without reading it or understanding the document's contents. surrogate-signers are not authorized to execute these documents on behalf of the legal title holder or principal on whose behalf they purport to act.*

4. I am aware that CRYSTAL MOORE is an alleged robo or surrogate signer.

Signed this 3rd day of October 2012, under the pains and penalties of perjury.

John L. O'Brien, Register

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TOYE D. BLACKLEY

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EXHIBIT #2

AFFIDAVIT OF JOHN L. O'BRIEN, REGISTER OF DEEDS
SOUTHERN ESSEX DISTRICT

1. I, John L. O'Brien, Register of the Southern Essex District Registry of Deeds, do hereby swear or aver as follows:

2. As of June 2011 it has been my policy as follows:

   a. IF THERE ARE VARIATIONS OF AN ALLEGED ROBO-SIGNER ON RECORD AT MY REGISTRY – I require that all documents sent for recording that are executed by that alleged robo-signer, be independently verified by an affidavit that the signature is in fact the signature of the named individual, prior to recording. (See Exhibit B attached hereto).
   b. IF THERE ARE NO VARIATIONS OF AN ALLEGED ROBO or SURROGATE SIGNER ON RECORD AT MY REGISTRY – I record the documents and forward them to the Massachusetts Attorney General's Office for review and possible violation of a Crime Against Property, specifically MGL Chapter 266, Section 35A (b) (4).

3. I have instituted this policy based on the opinion of our forensic analyst, Marie McDonnell of McDonnell Property Analytics who has provided me with a list of robo and surrogate signers.

   McDonnell defines a "robo-signer" as: *The person on a legal document processing assembly line whose only task is to sign previously prepared documents affecting title to real property in a robotic-like fashion without reading the documents or verifying the facts contained therein by reviewing primary source evidence. The robo-signer's mission is to expedite the documents' recordation in the public land records or in court proceedings. Additionally, robo-signers regularly fail to establish or simply do not have the authority to execute these documents on behalf of the legal title holder or principal on whose behalf they purport to act.*

   McDonnell defines a "surrogate signer" as: *A person who signs a legal document on behalf of and in the name of another without reading it or understanding the document's contents; surrogate-signers are not authorized to execute these documents on behalf of the legal title holder or principal on whose behalf they purport to act.*

4. I am aware that BRYAN BLY is an alleged robo or surrogate signer.

Signed this 3rd day of October 2012, under the pains and penalties of perjury:

John L. O'Brien, Register

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SPARTANBURG COUNTY
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BY: E. BLACKLEY

ROA-250 3-5

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EXHIBIT #2

AFFIDAVIT OF JOHN L. O'BRIEN, REGISTER OF DEEDS
SOUTHERN ESSEX DISTRICT

1. I, John L. O'Brien, Register of the Southern Essex District Registry of Deeds, do hereby swear or aver as follows:

2. As of June 2011 it has been my policy as follows:

   a. IF THERE ARE VARIATIONS OF AN ALLEGED ROBO-SIGNER ON RECORD AT MY REGISTRY – I require that all documents sent for recording that are executed by that alleged robo-signer, be independently verified by an affidavit that the signature is in fact the signature of the named individual, prior to recording. (See Exhibit B attached hereto).
   b. IF THERE ARE NO VARIATIONS OF AN ALLEGED ROBO or SURROGATE SIGNER ON RECORD AT MY REGISTRY – I record the documents and forward them to the Massachusetts Attorney General's Office for review and possible violation of a Crime Against Property, specifically MGL Chapter 266, Section 35A (b) (4).

3. I have instituted this policy based on the opinion of our forensic analyst, Marie McDonnell of McDonnell Property Analytics who has provided me with a list of robo and surrogate signers.

   McDonnell defines a "robo-signer" as: *The person on a legal document processing assembly line whose only task is to sign previously prepared documents affecting title to real property in a robotic-like fashion without reading the documents or verifying the facts contained therein by reviewing primary source evidence. The robo-signer's mission is to expedite the documents' recordation in the public land records or in court proceedings. Additionally, robo-signers regularly fail to establish or simply do not have the authority to execute these documents on behalf of the legal title holder or principal on whose behalf they purport to act.*

   McDonnell defines a "surrogate signer" as: *A person who signs a legal document on behalf of and in the name of another without reading it or understanding the document's contents; surrogate-signers are not authorized to execute these documents on behalf of the legal title holder or principal on whose behalf they purport to act.*

4. I am aware that VILMA CASTRO is an alleged robo or surrogate signer.

Signed this 3rd day of October 2012, under the pains and penalties of perjury.

John L. O'Brien, Register

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[illegible] BLACKLEY

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EXHIBIT #2

AFFIDAVIT OF JOHN L. O'BRIEN, REGISTER OF DEEDS SOUTHERN ESSEX DISTRICT

1. I, John L. O'Brien, Register of the Southern Essex District Registry of Deeds, do hereby swear or aver as follows:

2. As of June 2011 it has been my policy as follows:

   a. IF THERE ARE VARIATIONS OF AN ALLEGED ROBO-SIGNER ON RECORD AT MY REGISTRY – I require that all documents sent for recording that are executed by that alleged robo-signer, be independently verified by an affidavit that the signature is in fact the signature of the named individual, prior to recording. (See Exhibit B attached hereto).
   b. IF THERE ARE NO VARIATIONS OF AN ALLEGED ROBO or SURROGATE SIGNER ON RECORD AT MY REGISTRY – I record the documents and forward them to the Massachusetts Attorney General's Office for review and possible violation of a Crime Against Property, specifically MGL Chapter 266, Section 35A (b) (4).

3. I have instituted this policy based on the opinion of our forensic analyst, Marie McDonnell of McDonnell Property Analytics who has provided me with a list of robo and surrogate signers.

   McDonnell defines a "robo-signer" as: *The person on a legal document processing assembly line whose only task is to sign previously prepared documents affecting title to real property in a robotic-like fashion without reading the documents or verifying the facts contained therein by reviewing primary source evidence. The robo-signer's mission is to expedite the documents' recordation in the public land records or in court proceedings. Additionally, robo-signers regularly fail to establish or simply do not have the authority to execute these documents on behalf of the legal title holder or principal on whose behalf they purport to act.*

   McDonnell defines a "surrogate signer" as: *A person who signs a legal document on behalf of and in the name of another without reading it or understanding the document's contents; surrogate-signers are not authorized to execute these documents on behalf of the legal title holder or principal on whose behalf they purport to act.*

4. I am aware that DHURATO DOKO is an alleged robo or surrogate signer.

Signed this 3rd day of October 2012, under the pains and penalties of perjury.

John L. O'Brien, Register

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EXHIBIT 3
CORRESPONDENCE WITH STATE OF FLORIDA
6 pgs

Subj: **RE: Notary Public Bryan J. Bly ID 1194546**
Date: 10/10/2012 9:47:05 A.M. Eastern Daylight Time
From: RoseAnn.Varnadore@DOS.MyFlorida.com
To: TDOOLY7@aol.com

A copy of this email is also being forwarded to Heather Slager in the Governor's office. Heather has a permanent hold on this notary. His commission has expired. Heather Slager's contact information is 850-922-6400 or heather.slager@eog.myflorida.com

A copy of the notary application and bond is attached and below is a print screen that shows the multiple complaints against this notary.

Notary ID | Commission | Address | Employment | Demographics | Notes | Complaints | Modification

Notary ID	1194546	Record No	1
Current Record	Y		
Trx Type	New Commission	Trx Date	7/2/2007
First	Bryan	Archived Box Number	1876
Middle	J.		
Last	Bly		

Commissions

No.	Curre	Trx	Date	Name	Sex	Birth Date	Certificate	Status	Issuec
1	Y	NEW	07/02/200	Bly, Bryan J.	F	08/19/1958	DD691055	HLD	07/2/

Notary ID | Commission | Address | Employment | Demographics | Notes | Complaints | Modification

	Complaint I	Complainant	Received	Nature of Complaint	Disposition
▶	2109	Smart, Samuel M.	10/14/2009	Miscellaneous	Reprimand Ec
	2307		06/17/2010	Miscellaneous	Reprimand Ec
	2370		08/17/2010	Residency Question	No Action - Dis
	2514		01/27/2011	Signer Not Present	No Action - Dis
	2705		05/20/2011	Miscellaneous	No Action - Dis
	2728		10/18/2011	Miscellaneous	
	2732		11/01/2011	Miscellaneous	Permanent Hol
	2776	Street, Royal E.	12/27/2011	Miscellaneous	Permanent Hol
	2813		02/27/2012	Miscellaneous	Permanent Hol

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CLERK OF COURT
SPARTANBURG COUNTY

If you need further assistance please contact our office.

RoseAnn Varnadore

ROA-253 p6

A-16

BK 3

Sr. Section Administrator
New Filing/Notary
Division of Corporations

From: corphelp
Sent: Wednesday, October 10, 2012 9:27 AM
To: 'TDOOLY7@aol.com'
Subject: RE: Notary Public Bryan J. Bly ID 1194546

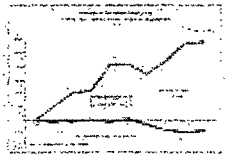
Thank you for your email.

We are forwarding your email to the Notary section for their review.

Thank you.

Lee Rivers
Internet Access Section
Division of Corporations
Florida Department of State

Florida is headed in the right direction!
Click to Enlarge



The Department of State is leading the commemoration of Florida's 500th anniversary in 2013. For more information, please go to www.fla500.com.

The Department of State is committed to excellence.
Please take our Customer Satisfaction Survey.

From: TDOOLY7@aol.com [mailto:TDOOLY7@aol.com]
Sent: Wednesday, October 10, 2012 1:40 AM
To: corphelp
Subject: Notary Public Bryan J. Bly ID 1194546

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SPARTANBURG COUNTY
2013 MAY 13 PM 2:51
BY: [illegible] CLERK

We have verified that subject was registered as a Notary of the State of Florida on the date that he notarized an Assignment of Mortgage, HOWEVER the alleged signature is totally unrecognizable as being the name: Bryan J. Bly.

Therefore, it is requested that you e-mail a scanned copy of Bryan J. Bly signature that he is suppose to use on documents. Also is there any Florida law requiring the signature to be other than a "squiggle" on the signature line? It is my understanding that in some states the signature should "match" the signature in YOUR file on his application. Is that the case with Florida.

The reason for this request is: Mr. Bryan J. Bly is an an "alleged robo or surrogate signer" by John O'Brian, Register of Deeds, Salem, Massachusetts via Affidavit. Any information to assist in verifying what his signature is suppose to be would be appreciated. Also, please provide the contact information for the Bonding Ageny you identify as NNAF.

ROA-254 2-6

A-16

EX-3

Please see attached Affidavit of John O'Brian, and the Assignment of Mortgage wherein Bryan J. Bly apparently signed as Notary with a totally unrecognizable signature.

Thank you for any assistance.
Geary Thomas Dooly
c/o P.O.Box 3326
Spartanburg, SC 29304
Phone 864 978-3426

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CLERK OF COURT
SPARTANBURG COUNTY
2013 MAY 16 PM 2:53
M. HOPE BLACKLEY

ROA-2553-6

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EX 3

STATE OF FLORIDA
BOND OF NOTARY PUBLIC

Secretary of State

Notary Commissions

FOR OFFICE USE ONLY
Approved by Department of State:

STATE OF FLORIDA

KNOW ALL MEN BY THESE PRESENTS, That we,

Bryan J Bry
(Name of Applicant) as Principal, and

Merchants Bonding Company (Mutual) (515) 243-8171
(Name of Surety Company)

as Surety Company, give bond payable to any individual who may be harmed as a result of a breach of duty by said applicant acting in his/her official capacity as Notary Public, in the amount of Seven Thousand, Five Hundred Dollars ($7,500) as assurance for the due discharge of the duties of his/her office of Notary Public and we do bind ourselves, and each of our heirs, executors and administrators, jointly and severally.

Applicant was, on the date of issuance of commission, bonded as a Notary Public in and for the State of Florida, to hold office for the term of four years in accordance with the Constitution and Laws of this State.

Please Sign Here

Now, therefore, if said applicant shall faithfully discharge the duties of the office of Notary Public, as prescribed by law, then this obligation shall be void.

X Bryan J Bry
(Signature of Applicant)

Signed and sealed this 29 day of June, 2007

Merchants Bonding Company (Mutual)
(Name of Surety Company)

2100 Fleur Drive, Des Moines, Iowa 50321-1158
(Address of Surety Company)

National Notary Association-Florida
(Name of Bonding Agency or Company)

P.O. Box 10370, Tallahassee, FL 32302-2370
(Address of Bonding Agency or Company)

By X
(Signature of Florida Licensed Agent)

License #A157923
(Number of Florida Licensed Agent)

Kevin L. Long
(Printed name of Florida Licensed Agent)

FILED
CLERK OF COURT
SPARTANBURG COUNTY
2013 MAY 16 PM 2:53

Section 817.234(1)(b),F.S. "Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony in the third degree."

This bond shall be for Seven Thousand, Five Hundred Dollars ($7,500).
After execution by surety company, the bond must be submitted to the Department of State for approval and filing before issuance of the notary public commission.

DS/DE 76 (3/04)

Important: Please See Other Side

P27856

ROA-256 406

NOTARY PUBLIC COMMISSION APPLICATION

Florida Department of State
Notary Commissions (850) 245-6975

A-16 15312656 8

Complete and Return to: 2 of 3
National Notary Association
P.O. Box 10370
Tallahassee, FL 32302-2370

This application and the information it contains, except social security number, are public record and may be disclosed to any person upon request.

Full Name: BLY (Last) BRYAN (First) J (Middle)

Home Address: 2991 Gulf to Bay Blvd (Street) Clearwater (City) FL (State) Pinellas (County) 33759 (Zip)

Place of Employment: NATIONWIDE TITLE CLEARING ☐ Unemployed ☐ Retired

Business Address: 2100 Alt 19 North (Street) Palm Harbor (City) FL (State) 34683 (Zip)

Mail to: ☐ Home ☑ Business ☐ Other Address: (Street or P.O. Box) (City) (State) (Zip)

Home Phone: (727) 415-8681 (or write 'NONE') Business Phone: (727) 771-4000 (or write 'NONE') Extension

E-Mail Address: NONE (or write 'NONE') Sex: ☑ M ☐ F Race: CAUCASION

Florida Driver's License (or other State of Florida issued ID): B400-070-58-299-0 Date of Birth: 8 / 19 / 1958 (Month/Day/Year)

1. Are you a legal resident of Florida? ☑ Yes ☐ No (If No, you are not eligible to apply for a notary commission. Legal residency must be maintained throughout the appointment.)
2. Are you a United States citizen? ☑ Yes ☐ No (If No, you must submit a recorded Declaration of Domicile. Obtain this document from your County Courthouse.)
3. Are you now or have you ever been commissioned a Notary Public in the State of Florida? ☐ Yes ☑ No If No, you must complete a 3 hour notary education course and submit a signed certificate of completion. (Ch. 668.50(11)F.S.)
   If Yes: ____ / ____ / ____ (Commission expiration date) (Commission number) (Name in which your commission was issued)
4. Have you held any professional licenses or commissions (other than Notary Public) in Florida during the past 10 years? ☐ Yes ☑ No (If Yes, please list.)
   ____ Have they been revoked? ☐ Yes ☐ No (If Yes, attach an explanation.)
5. Have you been disciplined by a regulatory agency, including The Florida Bar, and including disciplinary action that is confidential? ☐ Yes ☑ No (If Yes, you must submit a written statement about the nature of the action and any supporting documentation, such as a copy of the Final Order from the regulating agency.
6. Have you been convicted of a felony, had adjudication of guilt withheld, or are you on probation? ☐ Yes ☑ No (If Yes, you must submit a written statement of the nature of the offense(s), a copy of the court judgement and sentencing order. If convicted, you must submit a Certification of Restoration of Civil Rights.)

AFFIDAVIT OF CHARACTER

STATE OF Florida County of Pinellas

I, Vilmaree Castro (Print or Type Name of Affiant) am unrelated to and have known Bryan Bly (Name of Applicant) for one year or more; and to the best of my knowledge and observation know (him)(her) to be of good character.

My address is 6313 Bandura Ave. (Street) N.P.R. (City) FL. (State) 34653 (Zip)

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING AFFIDAVIT AND THAT THE FACTS STATED IN IT ARE TRUE.

Home Phone: ( ) - NONE (or write 'NONE')

Work Phone: (727) 771-4000 (or write 'NONE')

X Vilmaree Castro (Signature of Affiant)

FILED
CLERK OF COURT
SPARTANBURG COUNTY
2013 MAY 6 PM 2:53

OATH OF OFFICE

STATE OF FLORIDA County of Pinellas

I DO solemnly (swear)(affirm) that I will support, protect and defend the Constitution and Government of the United States and of the State of Florida; that I am duly qualified to hold office under the Constitution of the State of Florida; that I have read Chapter 117, Florida Statutes, and any amendments thereto, and know the duties, responsibilities, limitations, and powers of a notary public; and that I will honestly, diligently, and faithfully discharge the duties of Notary Public, State of Florida, on which I am now about to enter, (so help me God).

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING APPLICATION AND OATH AND THAT THE FACTS STATED THEREIN ARE TRUE. I accept the office of Notary Public, State of Florida.

X Bryan J Bly (Signature of Applicant - This is the name in which your commission and notary seal will be issued)

Bryan J Bly (Print or Type Name - Must match signature) 6/22/07 (Date)

Social Security Number: [redacted]

Rev. 06/2004

ROA-257 5-6

NATIONAL NOTARY ASSOCIATION
NOTARY PUBLIC EDUCATIONAL TRAINING PROGRAM

Certificate of Completion

BRYAN J BLY
Print Your Name Above

Has Successfully Completed
Florida State-Certified 3-Hour Notary Public Training

Completion of this program demonstrates a commitment to understanding and comprehension of Florida Notary Public laws and practices.

DECLARATION BY NOTARY COURSE ATTENDEE

I swear/affirm under penalty of perjury that on 6-21-07 (Date) I successfully completed three hours of classroom/interactive instruction conducted by the National Notary Association, covering the duties of a Florida Notary Public including instruction on electronic notarization.

Bryan J Bly 6-21-07
Signature of Attendee Date

CLERK OF COURT
FILED

A16

R09-2586

EX 3

A-16

EXHIBIT 4
Pg 1 of 2

Loan No:0729317

DISCHARGE OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, that DIGITAL FEDERAL CREDIT UNION, a corporation existing under the laws of a federal chartered banking or principal place of business at
220 Donald Lynch Blvd
Marlborough, MA 01752

is the owner of a certain mortgage of Mortgage, bearing the date of 02/25/2002, made and executed by ROBERT J FLANAGAN AND SHARON S FLANAGAN to it or assigned to DIGITAL FEDERAL CREDIT UNION as mortgagee, and recorded in the Office of the register of Title and County Recorder in and for the County of UNITED STATES (NORTH) and state of Massachusetts, in Mortgage Book 21210 Page 288, Document No 20020228010227 and noted on the Certificate of Title No N/A, on which the indebtedness thereby secured is fully paid and satisfied.

commonly known as 105 HIGH STREET
HOPKINTON, MA 01748

The Register of Title and/or County Recorder is hereby authorized and directed to discharge the same upon the record thereof, according to the statute in such case provided.

In Testimony Whereof, the said corporation has caused these presents to be executed in its corporate name by its VICE PRESIDENT, this 10TH DAY OF JUNE IN THE YEAR 2009
DIGITAL FEDERAL CREDIT UNION

BRYAN DLY VICE PRESIDENT

— NOTARY ON MY DOC.

STATE OF FLORIDA COUNTY OF PINELLAS

On this 10TH DAY OF JUNE IN THE YEAR 2009, before me, the undersigned notary public, personally appeared BRYAN DLY proved to me through satisfactory evidence of identification, which were State Issued Photo ID, to be the person whose name is signed on the preceding document, and acknowledged to me that he she signed it voluntarily for its stated purpose as the VICE PRESIDENT of DIGITAL FEDERAL CREDIT UNION, a corporation.

Christopher Jones Notary Public
Comm. Expires: Aug 6, 2012

CHRISTOPHER JONES
Notary Public - State of Florida
My Comm. Expires Aug 6, 2012
Commission # DD 811075
Bonded Through National Notary Assn

This instrument was prepared by:
Jessica Freidwald NTC 2100 Alt 19 North, Palm Harbor, FL 34683 (800)346-9152
When recorded mail to:
Digital Federal Credit Union
220 Donald Lynch Blvd
Suite 100
Marlborough, MA 01752
ATTN: Document Processing

9729317

FILED
CLERK OF COURT
SPARTANBURG COUNTY
2013 MAY 16 PM 2:53
PAM L. BLACKLEY

ROA-259

A-16

EXHIBIT 4
Pg 2 of 2

When Recorded Return To:
AMERICAN HOME MTG SERVICING
C/O NTC 2100 Alt. 19 North
Palm Harbor, FL 34683

Cert#: 121607 Bk: 05505 Pg: 107
Doc: ASST 05/02/2008 09:39 AM

CRL Lⅈ: 0075055036
Assignee Lⅈ: 4000639437
Investor Lⅈ: 0075055036
Custodian: 88
Effective Date: 02/13/2009

ASSIGNMENT OF MORTGAGE

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency of which is hereby acknowledged, the undersigned, CITI RESIDENTIAL LENDING INC., AS ATTORNEY-IN-FACT FOR ARGENT MORTGAGE COMPANY, LLC, WHOSE ADDRESS IS 10801 E. 6TH STREET , RANCHO CUCAMONGA, CA 91739, (ASSIGNOR), by these presents does convey, grant, sell, assign, transfer and set over the described mortgage together with the certain note(s) described therein together with all interest secured thereby, all liens, and any rights due or to become due thereon to DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE FOR, ARGENT SECURITIES INC, ASSET-BACKED PASS-THROUGH CERTIFICATES, SERIES 2005-W2, UNDER THE POOLING AND SERVICING AGREEMENT DATED SEPTEMBER 1, 2005, WHOSE ADDRESS IS 1761 EAST ST. ANDREW PLACE , SANTA ANA, CA 92705-4934, (ASSIGNEE)

Said Mortgage bearing the date 03/31/2005, made and executed by: MINERVA SANCHEZ as mortgagor to ARGENT MORTGAGE COMPANY, LLC as mortgagee, in the Office of the Register of Titles and County Recorder in and for the County of SUFFOLK and State of Massachusetts in Mortgage Book , Page , Doc No 668642 Cert # 3588

B605 P107

Property commonly known as: 113 - 115 NEPONSET AVENUE
HYDE PARK, MA 02136

In Testimony Whereof, the said corporation has caused these present to be executed in its corporate name by its VICE PRESIDENT THIS 19TH DAY OF FEBRUARY IN THE YEAR 2009
CITI RESIDENTIAL LENDING INC., AS ATTORNEY-IN-FACT FOR ARGENT MORTGAGE COMPANY, LLC

BY: _____
BRYAN BLY VICE PRESIDENT

STATE OF FLORIDA COUNTY OF PINELLAS
The foregoing instrument was acknowledged before me THIS 19TH DAY OF FEBRUARY IN THE YEAR 2009 by BRYAN BLY, personally known to me to be the VICE PRESIDENT of CITI RESIDENTIAL LENDING INC., AS ATTORNEY-IN-FACT FOR ARGENT MORTGAGE COMPANY, LLC a corporation, on behalf of the corporation.

_____
BOBBIE JO STOLOT Notary Public
My commission expires: 11/06/2011
REGISTERED LAND

Bobbie Jo Stolot
Notary Public State of Florida
My Commission No. DD 731909
Expires November 6, 2011

☐ No Mortgage Broker was involved in the placing of this loan.
Mortgage Broker's Name:
Address:
License:

☐ No Mortgage Loan Originator was involved in the placing of this loan.
Mortgage Loan Originator's Name:
Address:
License:

Instrument Prepared By: Jessica Fretwell/NTC,2100 Alt. 19 North, Palm Harbor, FL 34683 (800)346-9152

CRLAS 9217039 1/31 TMEON [616 REGISTERED LAND form]/Assmt

9217039

FILED
CLERK OF COURT
SPARTANBURG COUNTY
2013 MAY 16 PM 2:53
PAULETTE BLACKLEY

RoA-260

A-16

How could Crystal Moore in SC sign same day as Bly in FL?

EXHIBIT #5
Pg 1 of 9

When Recorded Return To:

Loan #: 3017779764

ASSIGNMENT OF MORTGAGE

assigned to who?

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency of which is hereby acknowledged, the undersigned, **WASHINGTON MUTUAL BANK F/K/A WASHINGTON MUTUAL BANK, FA, WHOSE ADDRESS IS 2210 ENTERPRISE DRIVE , FLORENCE, SC 29501, (ASSIGNOR)**, by these presents does convey, grant, sell, assign, transfer and set over the described mortgage together with the certain note(s) described therein together with all interest secured thereby, all liens, and any rights due or to become due thereon to _____, **ITS SUCCESSORS OR ASSIGNS, (ASSIGNEE)**. Said Mortgage was made by **MARK W STREETER AND MARIA C STREETER AND JUNE BOUCHER** and was recorded in Official Records of the Clerk of the Circuit Court of PALM BEACH County, Florida, in Book 22011, Page 954 or Instr #
upon the property situated in said State and County as more fully described in said mortgage.

Dated: 09/30/2008
WASHINGTON MUTUAL BANK F/K/A WASHINGTON MUTUAL BANK, FA

V.P. DIFF. BANK!

signs for many banks *

By:_____
CRYSTAL MOORE ASST. VICE PRESIDENT
Whose address is: 2210 ENTERPRISE DRIVE, FLORENCE, SC 29501

Witnesses:

on different assignments by diff. signatures

_____ _____
VILMA CASTRO DHURATA DOKO

STATE OF FLORIDA
COUNTY OF Pinellas
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgement appeared CRYSTAL MOORE, personally known to me to be the ASST. VICE PRESIDENT of WASHINGTON MUTUAL BANK F/K/A WASHINGTON MUTUAL BANK, FA, a corporation, and that she/he acknowledged executing the same freely and voluntarily under authority duly vested in him/her by said corporation. WITNESS my hand and official seal in the County and State last aforesaid THIS 30TH DAY OF SEPTEMBER IN THE YEAR 2008

insufficient sig

_____
BRYAN J. BLY Notary Public
My commission expires: 07/01/2011

Bryan J. Bly
Notary Public, State of Florida
Commission # DD 691055
Expires July 01, 2011
Bonded Through National Notary Assn.

FILED
CLERK OF COURT
SPARTANBURG COUNTY
2013 MAY 16 PM 2:53

Document Prepared By: Jessica Fretwell/NTC,2100 Alt. 19 North, Palm Harbor, FL 34683 (800)346-9152

WBIAS 9080623 ASSNSTOBLANK CJ1939528 form5/FRMFL1

9080623

ROA-261

I#: 2010163492 BK: 16942 PG: 2381, 05/11/2010 at 11:33 AM, RECORDING 2 PAGES
$10.00 KEN BURKE, CLERK OF COURT PINELLAS COUNTY, FL BY DEPUTY CLERK:
CLKDU08

EXHIBIT #5
Pg 2 of 9

Bryan Bly attorney-in-fact FDIC Indymac
Also note witness' with totally different signatures on 3 separate assignments

A-16

When Recorded Return To:
OneWest Bank, FSB
C/O NTC 2100 Alt. 19 North
Palm Harbor, FL 34683

Exhibit B

Loan #: 149667

ASSIGNMENT OF MORTGAGE

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency of which is hereby acknowledged, the undersigned, **FEDERAL DEPOSIT INSURANCE CORPORATION AS RECEIVER FOR INDYMAC FEDERAL BANK, FSB Successor Bank of New York Trustee Under the Pooling and Servicing Agreement Series 1996-G, WHOSE ADDRESS IS 6900 BEATRICE DR., KALAMAZOO, MI 49009, (ASSIGNOR),**, by these presents does convey, grant, sell, assign, transfer and set over the described mortgage together with the certain note(s) described therein together with all interest secured thereby, all liens, and any rights due or to become due thereon to **OneWest Bank, FSB, WHOSE ADDRESS IS 888 E. WALNUT STREET, PASADENA, CA 91101, ITS SUCCESSORS OR ASSIGNS, (ASSIGNEE)**. Said Mortgage was made by **JAMES LABENZ AND ADELINE M LABENZ** and was recorded in Official Records of the Clerk of the Circuit Court of PINELLAS County, Florida, in Book 9227, Page 2380 or Instr # 96-020199 upon the property situated in said State and County as more fully described in said mortgage.

This assignment is made without recourse, representation or warranty, express or implied, by the FDIC in any capacity.

Dated: 05/09/2010

FEDERAL DEPOSIT INSURANCE CORPORATION AS RECEIVER FOR INDYMAC FEDERAL BANK, FSB Successor Bank of New York Trustee Under the Pooling and Servicing Agreement Series 1996-G

POA RECORDED: 01/07/2010 Inst. No. 2010006686, BK 16799, PG 89

different signature attorney-in-fact for FDIC

By: _____
BRYAN BLY, ATTORNEY-IN-FACT
Whose address is 6900 BEATRICE DR., KALAMAZOO, MI 49009

Notary?

Witnesses:

_____ _____
DHURATA DOKO VILMA CASTRO

2 – different signatures

STATE OF FLORIDA
COUNTY OF PINELLAS

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgement appeared BRYAN BLY, personally known to me to be the ATTORNEY-IN-FACT of FEDERAL DEPOSIT INSURANCE CORPORATION AS RECEIVER FOR INDYMAC FEDERAL BANK, FSB Successor Bank of New York Trustee Under the Pooling and Servicing Agreement Series 1996-G, a corporation, and that she/he acknowledged executing the same freely and voluntarily under authority duly vested in him/her by said corporation. WITNESS my hand and official seal in the County and State last aforesaid this 09th day of May in the year 2010

Christopher Jones
Notary Public, State of Florida
Commission # DD 811078
Expires August 03, 2012
Bonded Through National Notary Assn.

_____
CHRISTOPHER JONES Notary Public
My commission expires:08/03/2012

Document Prepared By: Jessica Fretwell/NTC, 2100 Alt. 19 North, Palm Harbor, FL 34683 (800)346-9152

OWBAS 10757784 DB-OWBAS -- CJ2548879 form5/FRMFL1

10757784

FILED
CLERK OF COURT
SPARTANBURG COUNTY
2013 MAY 16 PM 2:53
M. ROPE BLACKLEY

ROA-262

Bryan Bly Vice Pres of Argent

762456

EXHIBIT # 5
Pg 3 of 9

A-16

When Recorded Return To:
AMERICAN HOME MTG SERVICING
C/O NTC 2100 Alt. 19 North
Palm Harbor, FL 34683

Cert#: 121907 Bk: 00808 Pg: 107
Doc: AST 03/09/2009 09:29 AM SF

CRL L#: 0075055030
Assignee L#: 4000639427
Investor L#: 0075055030
Custodian: 85
Effective Date: 02/11/2009

(2)

ASSIGNMENT OF MORTGAGE

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency of which is hereby acknowledged, the undersigned, CITI RESIDENTIAL LENDING INC., AS ATTORNEY-IN-FACT FOR ARGENT MORTGAGE COMPANY, LLC, WHOSE ADDRESS IS 10801 E. 5TH STREET , RANCHO CUCAMONGA, CA 91730, (ASSIGNOR), by these presents does convey, grant, sell, assign, transfer and set over the described mortgage together with the certain note(s) described therein together with all interest secured thereby, all liens, and any rights due or to become due thereon to DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE FOR, ARGENT SECURITIES INC. ASSET-BACKED PASS-THROUGH CERTIFICATES, SERIES 2005-W2, UNDER THE POOLING AND SERVICING AGREEMENT DATED SEPTEMBER 1, 2005, WHOSE ADDRESS IS 1761 EAST ST. ANDREW PLACE , SANTA ANA, CA 92705-4934, (ASSIGNEE)

Said Mortgage bearing the date 03/31/2005, made and executed by MINERVA SANCHEZ as mortgagor to ARGENT MORTGAGE COMPANY, LLC as mortgagee; in the Office of the Register of Titles and County Recorder in and for the County of SUFFOLK and State of Massachusetts in Mortgage Book , Page , Doc No 698642 Cert # 3558

B 6005 P 107

Property commonly known as: 113-115 NEPONSET AVENUE
HYDE PARK, MA 02136

insufficient signature different bank →

In Testimony Whereof, the said corporation has caused these present to be executed in its corporate name by its VICE PRESIDENT THIS 19TH DAY OF FEBRUARY IN THE YEAR 2009
CITI RESIDENTIAL LENDING INC., AS ATTORNEY-IN-FACT FOR ARGENT MORTGAGE COMPANY, LLC

BY: _____
BRYAN BLY VICE PRESIDENT

V.P. ? NOTARY ON MY DOC.

STATE OF FLORIDA COUNTY OF PINELLAS
The foregoing instrument was acknowledged before me THIS 19TH DAY OF FEBRUARY IN THE YEAR 2009 by BRYAN BLY, personally known to me to be the VICE PRESIDENT of CITI RESIDENTIAL LENDING INC., AS ATTORNEY-IN-FACT FOR ARGENT MORTGAGE COMPANY, LLC a corporation, on behalf of the corporation.

_____
BOBBIE JO STOLDT Notary Public
My commission expires: 11/06/2011
REGISTERED LAND

Bobbie Jo Stoldt
Notary Public State of Florida
My Commission No. DD 731909
Expires November 6, 2011

☐ No Mortgage Broker was involved in the placing of this loan.
Mortgage Broker's Name:
Address: , ,
License:

☐ No Mortgage Loan Originator was involved in the placing of this loan.
Mortgage Loan Originator's Name:
Address:
License:

Instrument Prepared By: Jessica Fretwell/NTC 2100 Alt 19 North, Palm Harbor, FL 34683 (800)346-9152

CRLAS 9217039 1/31 TM2031616 REGISTERED LAND form5/frmmal

9217039

FILED
CLERK OF COURT
SPARTANBURG COUNTY
2013 MAY 16 PM 2:53
PRE BLAUKLEY

ROA-263

Crystal Moore as VP for Citi Residential
Notarized by Bryan Bly w/ an insufficient Signature

A-16

EXHIBIT #6
Pg 4 of 9

I-2009-001970 Book 2114 Pg: 527
02/17/2009 11:37 am Pg 0527-0527
Fee: $ 19.00 Doc: $ 0.00
Troy Cole - Logan County Clerk
State of Oklahoma

CRL L#: 0140972955
Assignee L#: 4001837402
Investor L#: 0140972955
Custodian: 85
Effective Date: 02/11/2009

ASSIGNMENT OF MORTGAGE

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency of which is hereby acknowledged, the undersigned, CITI RESIDENTIAL LENDING INC., AS ATTORNEY-IN-FACT FOR AMERIQUEST MORTGAGE COMPANY, WHOSE ADDRESS IS 10801 E. 6TH STREET, RANCHO CUCAMONGA, CA 91730, (ASSIGNOR), by these presents does, convey, grant, sell, assign, transfer and set over the described mortgage together with the certain note(s) described therein together with all interest secured thereby; all liens, and any rights due or to become due thereon to DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE FOR, AMERIQUEST MORTGAGE SECURITIES INC. ASSET-BACKED PASS-THROUGH CERTIFICATES, SERIES 2006-R1, UNDER THE POOLING AND SERVICING AGREEMENT DATED FEBRUARY 1, 2006, WHOSE ADDRESS IS 1761 EAST ST. ANDREW PLACE , SANTA ANA, CA 92705-4934, (ASSIGNEE)

Said mortgage bearing the date 12/21/2005, made by LINDA KAYE (current owner) to AMERIQUEST MORTGAGE COMPANY and which is recorded in Book1904 page 025 Doc# 824 or Reception Number 824 of the Records of LOGAN County, Oklahoma, to wit:

AN UNDIVIDED ONE-HALF (1/2) INTEREST IN LOTS TEN (10) AND ELEVEN (11), IN BLOCK TEN (10) IN THE TOWNSITE OF EAST GUTHRIE, A SUBDIVISION OF THE CITY OF GUTHRIE, COUNTY OF LOGAN, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF.

IN WITNESS WHEREOF, CITI RESIDENTIAL LENDING INC., AS ATTORNEY-IN-FACT FOR AMERIQUEST MORTGAGE COMPANY has caused these presents to be signed by its VICE PRESIDENT THIS 20TH DAY OF JANUARY IN THE YEAR 2009

Different bank →

By: _____
CRYSTAL MOORE
VICE PRESIDENT

insufficient signature

STATE OF FLORIDA COUNTY OF PINELLAS

On THIS 20TH DAY OF JANUARY IN THE YEAR 2009, before me appeared CRYSTAL MOORE, to me personally known, who, being by me duly sworn, did say that he is the VICE PRESIDENT of CITI RESIDENTIAL LENDING INC., AS ATTORNEY-IN-FACT FOR AMERIQUEST MORTGAGE COMPANY and that said instrument was signed on behalf of said corporation by authority of its board of directors, and said CRYSTAL MOORE acknowledged said instrument to be the free act and deed of said corporation.

_____
BRYAN J. BLY Notary Public
My commission expires: 07/01/2011

Bryan J. Bly
Notary Public, State of Florida
Commission # DD 691055
Expires July 01, 2011
Bonded Through National Notary Assn.

Prepared by: Jessica Bottwell/NTC,2100 Alt. 19 North, Palm Harbor, FL 34683 (800)346-9152
When Recorded Return To:
AMERICAN HOME MTG SERVICING
C/O NTC 2100 Alt. 19 North
Palm Harbor, FL 34683

CRLAS 9299095
1/31 CJ2024204

9299095

FILED
CLERK OF COURT
SPARTANBURG COUNTY
2013 MAY 16 PM 2:54
M. RUTH BLACKLEY

ROA-264

Bryan Bly insufficient signature as notary

A-16

EXHIBIT A3
PAGE 5 OF 9

2008110502626 0870 /Scm
Bk: RB4625 Pg: 526
11/07/2008 11:08:37 am

FILED Joyce N. Pearson
Register of Deeds Orange Co,NC
Recording Fee: $14.00
NC Real Estate TX: 5.00

9885-93-9859

CORPORATE ASSIGNMENT OF DEED OF TRUST

When Recorded Return To:
SUNTRUST MORTGAGE, INC.
C/O NTC 2100 Alt. 19 North
Palm Harbor, FL 34683

Loan #: 0036397719

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency of which is hereby acknowledged, the undersigned, SUNTRUST MORTGAGE, INC., WHOSE ADDRESS IS 1001 SEMMES AVE., RICHMOND, VA 23224, (ASSIGNOR), by these presents does convey, grant, sell, assign, transfer and set over the described deed of trust together with the certain note(s) described therein together with all interest secured thereby, all liens, and any rights due or to become due thereon to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ('MERS'), A DELAWARE CORPORATION, ITS SUCCESSORS OR ASSIGNS, AS NOMINEE FOR SUNTRUST MORTGAGE, INC., 1595 SPRING HILL RD., SUITE 310,, VIENNA, VA 22182, ITS SUCCESSORS OR ASSIGNS, (ASSIGNEE):
Said Deed of Trust dated 02/21/2006, executed by:
MICHAEL PATRICK MURPHY AND EILEEN A MURPHY to SUNTRUST MORTGAGE, INC. and recorded as Instr# (Book RB3973, page 50) in the office of the Recorder of ORANGE County, NC.
Re-Recd; MOD; BK/PG RB4203/490 REC DT: 01/25-07 AMT $105000.00

Dated:10/29/2008
SUNTRUST MORTGAGE, INC.

BY:_____
CHRIS JONES VICE PRESIDENT

STATE OF FLORIDA COUNTY OF Pinellas
I, BRYAN J. BLY, a Notary Public of the County and State aforesaid, certify that CHRIS JONES personally came before me this day and acknowledged that she/he is the VICE PRESIDENT of SUNTRUST MORTGAGE, INC. a corporation and that by authority duly given and as the act of the corporation the foregoing instrument was signed in its name by its VICE PRESIDENT. WITNESS my hand and seal: THIS 29TH DAY OF OCTOBER IN THE YEAR 2008.

insufficient signature

_____
BRYAN J. BLY, Notary Public
My commission expires: 07/01/2011

Bryan J. Bly
Notary Public, State of Florida
Commission # DD 691055
Expires July 01, 2011
Bonded Through National Notary Assn.

Document Prepared By:
Jessica Freiwald/NTC,2100 Alt. 19 North, Palm Harbor, FL 34683 (800)346-9152

SMMA 9120633
KTM1962662 NI -MIN 100010400363977198 MERS PHONE 1-888-679-MERS

9120633

FILED
CLERK OF COURT
SPARTANBURG COUNTY
2013 MAY 16 PM 2:54
M. NOEL BLACKLEY

ROA-265

D-hurata Doko as VP for Financial Freedom Corp with a different signature than is on our assignment as a witness

EXHIBIT #5
Pg 6 of 9

A-16

When Recorded Return To:
Financial Freedom
C/O NTC 2100 Alt. 19 North
Palm Harbor, FL 34683

Loan #: 3000149822
Effective Date: 05/01/2009

ASSIGNMENT OF MORTGAGE

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency of which is hereby acknowledged, the undersigned, **FINANCIAL FREEDOM SENIOR FUNDING CORPORATION, WHOSE ADDRESS IS 190 TECHNOLOGY PARKWAY SUITE 100, NORCROSS, GA 30092,** by these presents does convey, grant, sell, assign, transfer and set over the described mortgage together with the certain note(s) described therein together with all interest secured thereby, all liens, and any rights due or to become due thereon to **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. (MERS), A DELAWARE CORPORATION, ITS SUCCESSORS OR ASSIGNS, AS NOMINEE FOR FINANCIAL FREEDOM ACQUISITION LLC, P.O. BOX 2026, FLINT, MI 48501-2026, (ASSIGNEE) [FINANCIAL FREEDOM ACQUISITION LLC, 190 TECHNOLOGY PARKWAY SUITE 100, NORCROSS, GA, 30092],**
Said Mortgage bearing the date 09/10/2008, made and executed by: **RICHARD W. POPIK** as mortgager to **FINANCIAL FREEDOM SENIOR FUNDING CORPORATION** as mortgagee, in the Office of the Register of Titles and County Recorder in and for the County of MIDDLESEX NORTH and State of Massachusetts in Mortgage Book 22438, Page 80, Doc No

Property commonly known as: 30-32 BOISVERT STREET
LOWELL, MA 01850
THE FOREGOING ASSIGNMENT IS MADE WITHOUT RECOURSE, REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, BY
In Testimony Whereof, the said corporation has caused these presents to be executed in its corporate name by its VICE PRESIDENT THIS 15TH DAY OF OCTOBER IN THE YEAR 2009.
FINANCIAL FREEDOM SENIOR FUNDING CORPORATION

different signature

Dhurata Doko Vice President

STATE OF FLORIDA COUNTY OF PINELLAS
On THIS 15TH DAY OF OCTOBER IN THE YEAR 2009, before me, the undersigned notary public, personally appeared DHURATA DOKO, proved to me through satisfactory evidence of identification, which was a State issued Picture ID, to be the person whose name is signed on the preceding document, and acknowledged to me that he/she signed it voluntarily for its stated purpose as the VICE PRESIDENT of FINANCIAL FREEDOM SENIOR FUNDING CORPORATION, a corporation.

Christopher Jones Notary Public
Comm. Expires: Aug 3, 2012

CHRISTOPHER JONES
Notary Public - State of Florida
My Comm. Expires Aug 3, 2012
Commission # DD 811978
Bonded Through National Notary Assn.

☐ No Mortgage Broker was involved in the placing of this loan.
Mortgage Broker's Name:
Address:
License:

☐ No Mortgage Loan Originator was involved in the placing of this loan.
Mortgage Loan Originator's Name:
Address:
License:

Instrument Prepared By: Jessica Fretwell/NTC,2100 Alt. 19 North, Palm Harbor, FL 34683 (800)346-9152

FFSAM 10399389 MIN 100854930001498222 MERS PHONE 1-888-679-MERS form5/efmma1

10399389

FILED
CLERK OF COURT
SPARTANBURG COUNTY
2013 MAY 16 PM 2:54
F. [illegible] AURLEY

ROA-266

Dhurata Doko as VP for Financial Freedom Corp. Has different signature than on our assignment

EXHIBIT #5

A-16

97 of 9

When Recorded Return To:
Financial Freedom
C/O NTC 2100 Alt. 19 North
Palm Harbor, FL 34683

2009 00058585
Bk: 23517 Pg: 27 Page: 1 of 1
Recorded: 11/09/2009 12:44 PM

Loan #: 3000110251
Effective Date: 05/01/2009

ASSIGNMENT OF MORTGAGE

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency of which is hereby acknowledged, the undersigned, **FINANCIAL FREEDOM SENIOR FUNDING CORPORATION, WHOSE ADDRESS IS 190 TECHNOLOGY PARKWAY SUITE 100 , NORCROSS, GA 30092,** by these presents does convey, grant, sell, assign, transfer and set over the described mortgage together with the certain note(s) described therein together with all interest secured thereby, all liens, and any rights due or to become due thereon to **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS"), A DELAWARE CORPORATION, ITS SUCCESSORS OR ASSIGNS, AS NOMINEE FOR FINANCIAL FREEDOM ACQUISITION LLC, P.O. BOX 2026, FLINT, MI 48501-2026, (ASSIGNEE) [FINANCIAL FREEDOM ACQUISITION LLC, 190 TECHNOLOGY PARKWAY SUITE 100, NORCROSS, GA, 30092]**
Said Mortgage bearing the date 09/11/2007, made and executed by: **RICHARD K. SMART AND JUDITH A. SMART, TRUSTEES OF THE SMART ONE FAMILY TRUST UNDER DECLARATION OF TRUST DATED JULY 24, 1995** as mortgager to **FINANCIAL FREEDOM SENIOR FUNDING CORPORATION, A SUBSIDIARY OF INDYMAC BANK, F.S.B.** as mortgagee, in the Office of the Register of Titles and County Recorder in and for the County of MIDDLESEX NORTH and State of Massachusetts in Mortgage Book 21597, Page 285, Doc No.

Property commonly known as: 218 RANGEWAY RD UNIT 252
NORTH BILLERICA, MA 01862
THE FOREGOING ASSIGNMENT IS MADE WITHOUT RECOURSE, REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, BY FINANCIAL FREEDOM SENIOR FUNDING CORPORATION.
In Testimony Whereof, the said corporation has caused these present to be executed in its corporate name by its VICE PRESIDENT THIS 18TH DAY OF OCTOBER IN THE YEAR 2009
FINANCIAL FREEDOM SENIOR FUNDING CORPORATION

different signature

BY: _____
DHURATA DOKO VICE PRESIDENT

STATE OF FLORIDA
COUNTY OF PINELLAS
The foregoing instrument was acknowledged before me THIS 18TH DAY OF OCTOBER IN THE YEAR 2009 by DHURATA DOKO, personally known to me to be the VICE PRESIDENT of FINANCIAL FREEDOM SENIOR FUNDING CORPORATION, a corporation, on behalf of the corporation.

_____
CHRISTOPHER JONES Notary Public
My commission expires:08/03/2012

Christopher Jones
Notary Public, State of Florida
Commission # DD 811078
Expires August 03, 2012
Bonded Through National Notary Assn.

☐ No Mortgage Broker was involved in the placing of this loan.
Mortgage Broker's Name:
Address:
License:

☐ No Mortgage Loan Originator was involved in the placing of this loan.
Mortgage Loan Originator's Name:
Address:
License:

Instrument Prepared By: Jessica Fretwell/NTC,2100 Alt. 19 North, Palm Harbor, FL 34683 (800)346-9152

FFSAM 10370670 DB01 3 CJ2300064 MIN 100854930001102519 MERS PHONE 1-888-679-MERS
form5/frmma1

10370670

FILED
CLERK OF COURT
SPARTANBURG COUNTY
2013 MAY 16 PM 2:54
M. PYLE BLACKLEY

CAN

I#: 2009046358 BK: 16504 PG: 2333, 02/24/2009 at 12:11 PM, RECORDING 1 PAGES
$10.00 KEN BURKE, CLERK OF COURT PINELLAS COUNTY, FL BY DEPUTY CLERK:
CLKDU09

A-16 Vilma Castro with a different signature than on our assignment was a witness + Do Ko with the Same - Bly with insufficient notary Signature Crystal Moore as VP for Citi

EXHIBIT #5
Pg 8 of 9

When Recorded Return To:
AMERICAN HOME MTG SERVICING
C/O NTC 2100 Alt. 19 North
Palm Harbor, FL 34683

CRL L#: 0041869942
Assignee L#: 4000171886
Investor L#: 0041869942
Custodian: 85
Effective Date: 02/11/2009

ASSIGNMENT OF MORTGAGE

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency of which is hereby acknowledged, the undersigned, CITI RESIDENTIAL LENDING INC., AS ATTORNEY-IN-FACT FOR AMERIQUEST MORTGAGE COMPANY, WHOSE ADDRESS IS 10801 E. 6TH STREET , RANCHO CUCAMONGA, CA 91730, (ASSIGNOR), by these presents does convey, grant, sell, assign, transfer and set over the described mortgage together with the certain note(s) described therein together with all interest secured thereby, all liens, and any rights due or to become due thereon to DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE FOR, AMERIQUEST MORTGAGE SECURITIES INC., QUEST TRUST 2003-X2 ASSET BACKED CERTIFICATES, SERIES 2003-X2, UNDER THE POOLING AND SERVICING AGREEMENT DATED JUNE 1, 2003, WHOSE ADDRESS IS 1761 EAST ST. ANDREW PLACE, SANTA ANA, CA 92705-4934, (ASSIGNEE) Said Mortgage was made by MARY MONTNEY AND TERRY FRIEND and was recorded in Official Records of the Clerk of the Circuit Court of PINELLAS County, Florida, in Book 13623, Page 2250 or Inst # 03117972
upon the property situated in said State and County as more fully described in said mortgage.

Dated: 01/20/2009
CITI RESIDENTIAL LENDING INC., AS ATTORNEY-IN-FACT FOR AMERIQUEST MORTGAGE COMPANY

By: _____
CRYSTAL MOORE VICE PRESIDENT
Witness address is: 10801 E. 6TH STREET. RANCHO CUCAMONGA, CA 91730

Witnesses:

VILMA CASTRO DHURATA DOKO

← different signatures

STATE OF FLORIDA
COUNTY OF PINELLAS
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgement appeared CRYSTAL MOORE, personally known to me to be the VICE PRESIDENT of CITIRESIDENTIAL LENDING INC., AS ATTORNEY-IN-FACT FOR AMERIQUEST MORTGAGE COMPANY, a corporation, and that she/he acknowledged executing the same freely and voluntarily under authority duly vested in him/her by said corporation. WITNESS my hand and official seal in the County and State last aforesaid THIS 20TH DAY OF JANUARY IN THE YEAR 2009

Insufficient signature

Bryan J. Bly
Notary Public, State of Florida
Commission # DD 891055
Expires July 01, 2011
Bonded Through National Notary Assn.

BRYAN J. BLY Notary Public
My commission expires: 07/01/2011

Document Prepared By: Jessica Fretwell/NTC,2100 Alt. 19 North, Palm Harbor, FL 34683 (800)346-9152

CRLAS 9126328 1/1 CJ2024123 form6/FRMF7.1

9126328

FILED
CLERK OF COURT
SPARTANBURG COUNTY
2013 MAY 16 PM 2:54
M. RUTH BLACKLEY

Bly as VP of Federal Credit Union with different signature than on our assignment

EXHIBIT #5
Pg 9 of 9

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Loan No:2729317

DISCHARGE OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, that DIGITAL FEDERAL CREDIT UNION, a corporation existing under the laws of a federal charter and having its principal place of business at
220 Donald Lynch Blvd
Marlborough, MA 01752

is the owner of a certain indenture of Mortgage, bearing the date of 02/20/2007, made and executed by: ROBERT J FLANAGAN AND SHARON S FLANAGAN as mortgagor(s) to DIGITAL FEDERAL CREDIT UNION as mortgagee, and recorded in the Office of the Register of Titles said County Recorder in and for the County of MIDDLESEX NORTH and State of Massachusetts in Mortgage Book 21010, Page 288, Document No 20070301077 (and noted on the Certificate of Title No.), to, with the indebtedness thereby secured, fully paid and satisfied

commonly known as 60 HIGH STREET
DUNSTABLE, MA 01827

The register of Titles and said County Recorder is hereby authorized and directed to discharge the same upon the record thereof, according to the statute in such case provided.

In Testimony Whereof, the said corporation has caused these present to be executed in its corporate name by its VICE PRESIDENT, THIS 17TH DAY OF JUNE IN THE YEAR 2009
DIGITAL FEDERAL CREDIT UNION

Different signature vs Different bank

BRYAN BLY VICE PRESIDENT

STATE OF FLORIDA COUNTY OF PINELLAS
ON THIS 17TH DAY OF JUNE IN THE YEAR 2009, before me, the undersigned notary public, personally appeared BRYAN BLY proved to me through satisfactory evidence of identification, which were state issued Picture ID, to be the person whose name is signed on the preceding document, and acknowledged to me that he/she signed it voluntarily for its stated purpose as the VICE PRESIDENT of DIGITAL FEDERAL CREDIT UNION, a corporation.

Christopher Jones Notary Public
Comm. Expires: Aug 3, 2012

CHRISTOPHER JONES
Notary Public - State of Florida
My Comm. Expires Aug 3, 2012
Commission # DD 811078
Bonded Through National Notary Assn.

This instrument was prepared by:
Jessica Fretwell/NTC 2100 Alt-19 North, Palm Harbor, FL 34683 (800)346-9152
When recorded mail to
Digital Federal Credit Union
C/O NTC 2100 Alt 19North
Palm Harbor, FL 34683
DISCHG 2729317 [illegible]

*27293179

FILED
CLERK OF COURT
SPARTANBURG COUNTY
2013 MAY 16 PM 2:54
M. HOPE BLACKLEY

ROA-269

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5-21-13

STATE OF SOUTH CAROLINA COUNTY OF SPARTANBURG	)	IN THE COURT OF COMMON PLEAS
Deutsche Bank National Trust Company, as Trustee for Argent Securities, Inc., Asset-Backed Pass-Through Certificates, Series 2004-W11, Plaintiff, vs. Geary Thomas Dooly, Eleanor S. Dooly and United States of America, Defendants.	)	Civil Action No. 2012-CP-42-03027 **PLAINTIFF'S MEMORANDUM IN SUPPORT OF ITS MOTION TO DISMISS COUNTERCLAIMS OF DEFENDANTS**

Plaintiff Deutsche National Association Trust Company, as Trustee for Argent Securities, Inc., Asset-Backed Pass-Through Certificates, Series 2004-W11 ("Deutsche Bank" or "Plaintiff"), by and through its undersigned counsel and pursuant to Rule 12(b)(6) of the South Carolina Rules of Civil Procedure, respectfully submits this Memorandum in Support of its Motion to Dismiss Counterclaims of Defendants Geary Thomas Dooly and Eleanor S. Dooly (collectively "Defendants").

BACKGROUND

On or about July 30, 2004, Defendants signed a promissory note ("Note") to Argent Mortgage Company, LLC ("Argent") for a $152,800.00 loan secured by a mortgage ("Mortgage") on the property located at 690 Zion Hill Road, Spartanburg, South Carolina (the "Property"). (*See* Note and Mortgage, attached as **Exhibit A**.) The Note was later assigned to Plaintiff Deutsche Bank, who is the current holder of the Note. (Assignment of Mortgage, attached as **Exhibit B**.) Defendants subsequently defaulted under the terms of the Note and Mortgage, thereby causing Plaintiff to commence the instant foreclosure action against

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A 29

Defendants. Defendants thereafter filed an Answer to Plaintiff's Complaint and asserted two counterclaims against Plaintiff. The allegations contained in Defendants' Answer and Counterclaims are difficult to follow. However, liberally construing their pleading, Defendants appear to allege that (1) Plaintiff lacks standing to maintain the instant foreclosure action against Defendants and (2) they are entitled to a recoupment.

As discussed below, Defendants have failed to plead any cognizable claim for relief, and therefore, their purported counterclaims for lack of standing and recoupment should be dismissed.

STANDARD OF REVIEW

A motion to dismiss under Rule 12(b)(6) tests *the legal sufficiency* of a claim and should be granted if the claim does not set forth sufficient allegations entitling the party to relief. *Williams v. Condon*, 347 S.C. 227, 232–33, 553 S.E.2d 496, 499 (Ct. App. 2001). Although the court must accept the allegations of the [counterclaim], it is not permitted to read into the [counterclaim] unalleged facts. *Overcash v. S.C. Elec. & Gas Co.*, 364 S.C. 569, 572, 614 S.E.2d 619, 620 (2005). Rather, the "motion must be granted if the facts and inferences reasonably deducible from them show that the [defendants] could not prevail on any theory of the case." *Gray v. State Farm Auto Ins. Co.*, 327 S.C. 646, 650–51, 492 S.E.2d 272, 274–75 (Ct. App. 1997). Here, all of Defendants' counterclaims are legally deficient and, for that reason, are subject to dismissal under Rule 12(b)(6).

ARGUMENT

I. DEFENDANTS' COUNTERCLAIM CHALLENGING THE ASSIGNMENT OF MORTGAGE FAILS TO STATE A CLAIM UPON WHICH RELIEF CAN BE GRANTED.

Defendants' first counterclaim alleges that Plaintiff Deutsche Bank lacks standing to foreclose upon Defendants' Property. (Answer & Counterclaims 3.) In support of this allegation, Defendants maintain that the Assignment of Mortgage was "seriously tainted" because it contained the signature of four "robosigners." (Defs. Objection to Pl. Mot. Dismiss Counterclaims 2-3.) However, even accepting these allegations as true, Defendants have failed to plead a cognizable claim for relief, and therefore, Defendants' counterclaim premised upon Plaintiff's alleged lack of standing should be dismissed as a matter of law.

As an initial matter, Defendants' counterclaim challenging Plaintiff's standing to foreclose upon the Property should be dismissed because it constitutes an affirmative defense rather than a cognizable claim for relief. *See Kohout v. Bank of America Home Loans*, Civil Action No. 10-cv-02811-PAB-CBS, 2011 WL 3798222, at *5 (D. Colo. July 29, 2011) (explaining that a debtor's claim challenging the standing of a party's right to foreclose constitutes "a defense to the foreclosure action and not an independent claim for relief"). Indeed, South Carolina does not recognize a freestanding cause of action for robosigning, and Defendants are unable to convert an affirmative defense to Plaintiff's allegations into an independent counterclaim where no such cause of action is recognized under South Carolina law. *See Cole Vision Corp. v. Hobbs*, 394 S.C. 144, 153-54, 714 S.E.2d 537, 542 (2011). Therefore, Defendants' purported counterclaim based upon Plaintiff's alleged lack of standing should be dismissed or alternatively struck from the Answer.

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Notwithstanding Defendants' failure to plead an affirmative claim for relief, dismissal of Defendants' claim is warranted because it is well settled that a debtor lacks standing to challenge an assignment of mortgage to which he was not a party. Under fundamental South Carolina contract law, parties with no connection to a contract do not have standing to challenge the contract. *See Windsor Green Owners Ass'n, Inc. v. Allied Signal, Inc.*, 362 S.C. 12, 17, 605 S.E.2d 750, 752 (Ct. App. 2004) ("Generally, one not in privity of contract with another cannot maintain an action against him in breach of contract, and any damage resulting from the breach of a contract between the defendant and a third party is not, as such, recoverable by the plaintiff."). To the contrary, only *intended beneficiaries*, not incidental or consequential beneficiaries, can enforce a contract. *Goode v. St. Stephens Methodist Church*, 329 S.C. 433, 445, 494 S.E.2d 827, 833 (Ct. App. 1997). Numerous courts applying these fundamental contract-standing principles to mortgage assignments hold that a nonparty to a mortgage assignment lacks standing to challenge it. *See, e.g., R.J. Griffin & Co. v. Beach Club II Homeowners Ass'n*, 384 F.3d 157, 164 (4th Cir. 2004) (applying South Carolina law); *Breus v. McGriff*, 413 S.E.2d 538, 539 (Ga. Ct. App. 1991) ("[S]trangers to [an] assignment contract . . . have no standing to challenge its validity."). Indeed, the United States District Court for the District of South Carolina has reached the identical conclusion, reasoning that "Plaintiff is only a party to the Mortgage and, because the Assignment is a separate contract to which Plaintiff is not a party, she cannot question its validity." *Reese v. U.S. Bank Ass'n*, C/A No. 3:11-2990-CMC-SVH, 2012 WL 1952819, at *3 (D.S.C. Apr. 30, 2010).

These same traditional contract principles apply when borrowers challenge a mortgage assignment on the ground that it was robosigned. Numerous courts have addressed this issue and found that debtors who were not parties to the documents lack standing to challenge their

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validity simply because they were robosigned. *See, e.g.*, *Neal v. Bank of America, N.A.*, No. CV 12–08104–PCT–FJM, 2012 WL 3638762, *4 (D. Ariz. Aug. 24, 2012) (rejecting Plaintiff's argument that the assignment of the deed of trust and the substitution of trustee are forgeries, were robosigned, and are therefore invalid under state statute because "Plaintiff, who is not a party to either the assignment or the substitution of trustee . . . does not have standing to challenge the validity of these documents"); *Javaheri v. JPMorgan Chase Bank, N.A.*, No. 2:10–cv–08185–ODW, 2012 WL 3426278, *6 (C.D. Cal. Aug. 13, 2012) (holding that "[w]hile the allegation of robo-signing may be true, . . . [the plaintiff] lacks standing to seek relief under such an allegation," noting that "District Courts in numerous states agree"); *Kuc v. Bank of America, NA*, No. CV 12-08024-PCT-FJM, 2012 WL 1268126, at *2 (D. Ariz. Apr. 16, 2012) ("[P]laintiff, as a third-party borrower, does not have standing to challenge the validity of any allegedly 'robosigned' recorded assignments."). As one court explained:

> Contrary to Plaintiff's assertions, robo-signing of the Assignment of Deed of Trust and/or the Appointment of Successor Trustee would not render these agreements—let alone the underlying debt obligation—void *ab initio*. At bottom, the alleged misconduct had no bearing whatsoever upon Plaintiff's obligation to make her mortgage payments. Thus, even assuming *arguendo* that Plaintiff's allegations of robo-signing are now pled with sufficient particularity, these allegations fail to state a claim as a matter of law.

Brodie v. Nw. Trustee Servs., Inc., No. 12-CV-0469-TOR, 2012 WL 6192723, *2 (E.D. Wash. Dec. 12, 2012) (holding that "the allegations of robo-signing . . . fail as a matter of law because Plaintiff lacks standing to challenge the allegedly fraudulent agreements" and noting that "[s]everal courts faced with similar allegations of robo-signing have concluded that a borrower lacks standing to challenge an allegedly fraudulent assignment of a deed of trust and/or appointment of a successor trustee").

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In this case, Defendants' purported challenge to the Assignment of Mortgage is precisely the type of claim that courts across the country consistently have rejected. It is indisputable that Defendants were not parties to the assignment upon which their counterclaim is based. Because Defendants were not parties to the Assignment of Mortgage, it necessarily follows that they did not incur any cognizable injury as a result of the assignment. Instead, the only injury Defendants face is the foreclosure of their home, which is a direct result of their default under the terms of the Note and Mortgage. Defendants are simply unable to show that robosigning had any impact whatsoever upon their obligation to make their mortgage payments. Thus, because Defendants have no interest in the assignment documents and have incurred no injury as a result of the assignment, the law is clear that they lack standing to bring claims based upon the Assignment of Mortgage. *See Wilson v. JP Morgan Chase Bank, N.A.*, 2012 U.S. Dist. LEXIS 23729 (N.D. Ga. Feb. 24, 2012) (citing *Reynolds v. JPMorgan Chase Bank N.A.*, No. 5:11-cv-311-MTT, 2011 U.S. Dist. LEXIS 133874, 2011 WL 5835925, at *3 (M.D. Ga. Nov. 21, 2011) (holding that "[a]side from the fact that Plaintiff has alleged no facts whatsoever to show that the Assignment was 'robo-signed,' this claim must fail because "there is no such cause of action" under state law)). Therefore, Defendants first counterclaim should be dismissed.

II. DEFENDANTS' COUNTERCLAIM FOR RECOUPMENT FAILS TO STATE A CLAIM UPON WHICH RELIEF CAN BE GRANTED.

Defendants' second counterclaim is for recoupment. (Answer & Counterclaims ¶¶ 7-11.) Unfortunately for Defendants, this claim fares no better, as the Supreme Court of South Carolina has squarely held that no such cause of action exists in South Carolina.

"Recoupment . . . is the right of the defendant to cut down or diminish the claim of the plaintiff in consequence of his failure to comply with some provision of the contract sought to be enforced, or because he has violated some duty imposed upon him by law in the making or

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performance of that contract." *Mullins Hosp. v. Squires*, 233 S.C. 186, 197, 104 S.E.2d 161, 166 (1958), *overruled on other grounds by McCall by Andrews v. Batson*, 285 S.C. 243, 249, 329 S.E.2d 741, 744 (1985). The Supreme Court of South Carolina has observed that "[a] recoupment, unlike a counterclaim, only reduces the plaintiff's claim; it does not allow recovery of an affirmative money judgment for any excess over that claim." *Tuloka Affiliates, Inc. v. Moore*, 275 S.C. 199, 202, 268 S.E.2d 293, 295 (1980). A claim for recoupment, therefore, may serve as a defense but it does not constitute a claim for affirmative relief. *See id.* ("Despite appellants' use of the terms 'second defense and counterclaim,' we are convinced that what was actually pled was not a claim for affirmative relief but rather was in the nature of a recoupment defense."). Because Defendants are simply unable to convert an affirmative defense to Plaintiff's allegations into an independent counterclaim where no such cause of action is recognized under South Carolina law, *see Hobbs*, 394 S.C. at 153-54, 714 S.E.2d at 542, Defendants' counterclaim for recoupment should be dismissed or alternatively struck from Defendants' Answer and Counterclaims.

III. THIS MATTER SHOULD BE REFERRED TO THE MASTER IN EQUITY.

This matter was commenced on or around July 19, 2012, when Plaintiff filed a Summons and Complaint against Defendants seeking to foreclose on the Property secured by the Mortgage held by Plaintiff. As evidenced by the Complaint, this is an action for foreclosure which may properly be referred to a Master in Equity pursuant to Rule 53(b) of the South Carolina Rules of Civil Procedure. *See Wells Fargo Bank, N.A. v. Smith*, 398 S.C. 487, 494, 730 S.E.2d 328, 333 (2012) ("A mortgage foreclosure is an action in equity."). Moreover, as set forth above, Defendants have failed to assert any cognizable counterclaims against Plaintiff sufficient to trigger their right to a jury trial secured by the South Carolina Constitution. *See Smith*, 398 S.C.

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at 493-94, 730 S.E.2d at 332. Thus, Plaintiff respectfully requests that this matter be referred to a Master in Equity pursuant to S.C. R. Civ. P. 53(b).

CONCLUSION

Based on the foregoing, Defendants' counterclaims should be dismissed in their entirety and this matter should be referred to a Master in Equity.

Respectfully submitted,

NELSON MULLINS RILEY & SCARBOROUGH LLP

By: _____

Giles M. Schanen, Jr.
SC Bar No. 70391
E-Mail: giles.schanen@nelsonmullins.com
Benjamin N. Garner
SC Bar No. 78886
E-Mail: benjamin.garner@nelsonmullins.com
104 South Main Street / Ninth Floor
Post Office Box 10084 (29603-0084)
Greenville, SC 29601
(864) 250-2300

Attorneys for Plaintiff

Greenville, South Carolina

May 21, 2013

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CERTIFICATE OF SERVICE

I, the undersigned Administrative Assistant of the law offices of Nelson Mullins Riley & Scarborough LLP, attorneys for Deutsche Bank National Trust Company, do hereby certify that I have served all counsel in this action with a copy of the pleading(s) hereinbelow specified by mailing a copy of the same by United States Mail, postage prepaid, to the following address(es):

Pleadings:

Plaintiff's Memorandum in Support of Its Motion to Dismiss Counterclaims of Defendants

Counsel Served:

Geary Thomas Dooly, Pro Se Defendant
Eleanor S. Dooly, Pro Se Defendant
PO Box 3326
Spartanburg, SC 29304

Susan Zeigler
Administrative Assistant

May 21, 2013

ROA-278

9-12

A-29

EXHIBIT A + B

COPY OF:

1- FIXED RATE NOTE [A]

2- MORTGAGE [A]

3 -ASSIGNMENT OF MORTGAGE [B]

INCLUDED HEREIN WITH ORIGINAL COMPLAINT

FILED
CLERK OF THE COURT
2013 OCT 15 P 3:55

A-27

Loan No. 0060029394 - 9605

FIXED RATE NOTE

July 30, 2004 [Date] | White Plains [City] | NY [State]

690 ZION HILL ROAD, SPARTANBURG, SC 29307 [Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. $ 152,800.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is Argent Mortgage Company, LLC .
I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 7.250 %.
The interest rate required by this Section 2 is the rate I will pay before and after any default described in Section 6(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making payments every month.
I will make my monthly payments on the first day of each month beginning on October 1, 2004.
I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My monthly payments will be applied to interest before principal. If, on September 1, 2034, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at: 505 City Parkway West, Suite 100, Orange, CA 92868

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

(B) Amount of Monthly Payments

My monthly payments will be in the amount of U.S. $1,042.37.

4. BORROWER'S RIGHT TO PREPAY

I may repay this Note at any time without a penalty.

5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (i) any such loan charged shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charges for Overdue Payments

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

(B) Default

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

(C) Notice of Default

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

Initials: _____

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(D) No Waiver by Note Holder

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

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

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

7. GIVING OF NOTICES

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

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

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

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

9. WAIVERS

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

10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep promises that 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:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if prohibited by federal law as of the date of this Security Instrument.

If the 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 delivered or mailed 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

Geary Thomas Dooley (Seal)
Borrower: GEARY THOMAS DOOLY
SSN: 262-64-1056

Eleanor S Dooley (Seal)
Borrower: ELEANOR S DOOLY
SSN: 255-80-8252

(Seal)
Borrower:
SSN:

(Seal)
Borrower:
SSN:

PAY TO THE ORDER OF
AMERIQUEST MORTGAGE COMPANY
WITHOUT RECOURSE
ARGENT MORTGAGE COMPANY, LLC
BY: _____
WAYNE LEE, PRESIDENT

PAY TO THE ORDER OF
WITHOUT RECOURSE
AMERIQUEST MORTGAGE COMPANY
BY: _____
WAYNE LEE, President/C.E.O.

200-2SC(Rev. 10/02) _____
JOHN P. GRAZER, E.V.P./C.F.O.

BY: _____
KAREN CHRISTENSEN, C.F.O. 07/30/2004 8:31:40 AM

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Return To:

Argent Mortgage Company, LLC
P.O. Box 14130,
Orange, CA 92863-1530

TRUE AND CERTIFIED COPY

Prepared By:Argent Mortgage Company, LLC
Maria Degennaro
44 South Broadway, 16th Flr
White Plains, NY 10604

[Space Above This Line For Recording Data]

MORTGAGE

DEFINITIONS

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

(A) "Security Instrument" means this document, which is dated July 30, 2004 together with all Riders to this document.
(B) "Borrower" is GEARY THOMAS DOOLY and ELEANOR S. DOOLY

Borrower is the mortgagor under this Security Instrument.
(C) "Lender" is Argent Mortgage Company, LLC

Lender is a Limited Liability Company organized and existing under the laws of Delaware

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Lender's address is One City Boulevard West Orange, CA 92868

Lender is the mortgagee under this Security Instrument.
(D) "Note" means the promissory note signed by Borrower and dated July 30, 2004
The Note states that Borrower owes Lender one hundred fifty-two thousand eight hundred and 00/100
(U.S. $152,800.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than September 1, 2034 Dollars
(E) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."
(F) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.
(G) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

☐ Adjustable Rate Rider	☐ Condominium Rider	☐ Second Home Rider
☐ Balloon Rider	☐ Planned Unit Development Rider	☐ 1-4 Family Rider
☐ VA Rider	☐ Biweekly Payment Rider	☐ Other(s) [specify]

(H) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.
(I) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.
(J) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.
(K) "Escrow Items" means those items that are described in Section 3.
(L) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.
(M) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.
(N) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.
(O) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

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

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns, the following described property located in the County of SPARTANBURG
[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]
LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF:

Parcel ID Number: 71400010.15
690 ZION HILL ROAD
SPARTANBURG
("Property Address"): which currently has the address of [Street] [City], South Carolina 29307 [Zip Code]

TO HAVE AND TO HOLD this property unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

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

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

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

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

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

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

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

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

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

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts

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due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

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

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

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

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

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

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

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lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

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

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

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

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

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

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the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

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

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

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

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

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

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable

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attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

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

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

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

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

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

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

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

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

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

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

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

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

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

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

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

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

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

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

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

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

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

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

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

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

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

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

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

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

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

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA

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requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

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

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

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

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

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

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

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

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

25. Waiver of Appraisal Rights. The laws of South Carolina provide that in any real estate foreclosure proceeding a defendant against whom a personal judgment is taken or asked may within 30 days after the sale of the mortgaged property apply to the court for an order of appraisal. The statutory appraisal value as approved by the court would be substituted for the high bid and may decrease the amount of any deficiency owing in connection with the transaction. TO THE EXTENT PERMITTED BY LAW, THE UNDERSIGNED HEREBY WAIVES AND RELINQUISHES THE STATUTORY APPRAISAL RIGHTS WHICH MEANS THE HIGH BID AT THE JUDICIAL FORECLOSURE SALE WILL BE APPLIED TO THE DEBT REGARDLESS OF ANY APPRAISED VALUE OF THE MORTGAGED PROPERTY. This waiver shall not apply so long as the Property is used as a dwelling place as defined in Section 12-37-250 of the South Carolina Code of Laws.

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

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

Signed, sealed and delivered in the presence of:

Imelda S. Dillard
Imelda S. Dillard

Steven Hammett III

Geary Thomas Dooly (Seal)
GEARY THOMAS DOOLY -Borrower

Eleanor S. Dooly (Seal)
ELEANOR S DOOLY -Borrower

_____ (Seal) -Borrower

_____ (Seal) -Borrower

_____ (Seal) -Borrower

_____ (Seal) -Borrower

_____ (Seal) -Borrower

_____ (Seal) -Borrower

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STATE OF SOUTH CAROLINA,

County ss: Spartanburg

Personally appeared before me Angela S. Dillard and made oath that he/she saw the within named Borrower sign, seal, and as his/her/their free act and deed, delivered the within written Mortgage; and that he/she with Steven Hammett witnessed the execution thereof.

Angela S Dillard
Witness Name

Sworn to before me this 30th Day day of July 2004 Month/Year

My Commission Expires: 2/24/2007

Notary Public for South Carolina

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Fidelity National Title Insurance Company of New York

Commitment No. G14731

SCHEDULE A (Continued)

LEGAL DESCRIPTION

ALL that certain piece, parcel or lot of land, lying and being situate in the State of South Carolina, County of Spartanburg, being shown and designated as Lot portion of Lot No. 7, being shown and designated on a survey for Dunagin Estates prepared by W. N. Willis, Professional Land Surveying, dated May 06, 1969 and recorded in the Register of Deeds Office for Spartanburg County in Plat Book 60 at Page 82-84. For a more complete and accurate description refer to the above referenced plat.

BEING the same property conveyed to Eleanor S. Dooly from Southern Bank and Trust Company by Deed dated November 27, 1979, recorded November 27, 1979, in Deed Book 47-A, Page 75, in the official records for Spartanburg County, South Carolina. Thereafter Eleanor S. Dooly conveyed her interest to Eleanor S. Dooly and Geary Thomas Dooly by deed dated July 30, 2004 and recorded herewith.

PA3 Valid Only if Schedule A, Schedule B-Section 1, Schedule B-Section 2 are attached. If not attached, ALTA Commitment Jacket (1966) is incorporated herein by reference.

ALTA Commitment - Schedule A
Form 1004-723

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EXHIBIT B

FILED IN THE DISTRICT COURT
CLARK COUNTY, NEVADA
DEC 13 2019
BY, [illegible] DEPUTY

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REM 4187 PAGE 457

When Recorded Return To:
AMERICAN HOME MTG SERVICING
C/O NTC 2100 Alt. 19 North
Palm Harbor, FL 34683

MTG-2009-7140
Recorded 1 Pages on 2/24/2009 9:48:25 AM
Recording Fee: $8.00 Documentary Stamps: $0.00
Office of Register of Deeds, Spartanburg, S.C.
Stephen Ford, Register

CRL L#: 0060029394
Assignee L#: 4000479909
Investor L#: 0060029394
Custodian: 85
Effective Date: 02/11/2009

ASSIGNMENT OF MORTGAGE

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency of which is hereby acknowledged, the undersigned, CITI RESIDENTIAL LENDING INC., AS ATTORNEY-IN-FACT FOR ARGENT MORTGAGE COMPANY, LLC, WHOSE ADDRESS IS 10801 E. 6TH STREET , RANCHO CUCAMONGA, CA 91730, (ASSIGNOR), by these presents does convey, grant, sell, assign, transfer and set over the described mortgage/deed together with the certain note(s) described therein together with all interest secured thereby, all liens, and any rights due or to become due thereon to DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE FOR, ARGENT SECURITIES INC. ASSET-BACKED PASS-THROUGH CERTIFICATES, SERIES 2004-W11, UNDER THE POOLING AND SERVICING AGREEMENT DATED OCTOBER 10, 2004, WHOSE ADDRESS IS 1761 EAST ST. ANDREW PLACE , SANTA ANA, CA 92705-4934, (ASSIGNEE)
Said mortgage is made by GEARY THOMAS DOOLY AND ELEANOR S. DOOLY to ARGENT MORTGAGE COMPANY, LLC and recorded 08/18/2004 in the Recorder or Registrar of Deeds of SPARTANBURG County, South Carolina in Book 3286, Page 698, and/or as Document # MTG-2004-42926

Dated 02/10/2009
CITI RESIDENTIAL LENDING INC., AS ATTORNEY-IN-FACT FOR ARGENT MORTGAGE COMPANY, LLC

ROBO

By: _____
CRYSTAL MOORE VICE PRESIDENT

ROBO

_____ _____
VILMA CASTRO Witness#1 DHURATA DOKO Witness#2

STATE OF FLORIDA COUNTY OF PINELLAS
Before me, the undersigned Notary Public, personally appeared the undersigned witness who, being duly sworn, deposed and said that (s)he saw CRYSTAL MOORE the VICE PRESIDENT sign, seal and deliver the foregoing Assignment of Mortgage and that (s)he, together with the other witness witnessed the execution thereof. SWORN to and subscribed before me THIS 10TH DAY OF FEBRUARY IN THE YEAR 2009.

ROBO

_____
VILMA CASTRO Witness#1

Bryan J. Bly
Notary Public, State of Florida
Commission # DD 691065
Expires July 01, 2011
Bonded Through National Notary Assn.

ROBO

_____
BRYAN J. BLY Notary Public
My commission expires: 07/01/2011

Document Prepared By: Jessica Fretwell/NTC,2100 Alt. 19 North, Palm Harbor, FL 34683 (800)346-9152

Reviewed and Approved as meeting the South Carolina Code of Laws and Recording Statutes by Biddle Law Firm, P.A., Myrtle Beach, South Carolina.

CRLAS 9205680 1/31 CJ2044111 form5/FRMSCJ

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6-20-13

STATE OF SOUTH CAROLINA COUNTY OF SPARTANBURG Deutsche Bank National Trust Company, as Trustee for Argent Securities Inc., Asset-Backed Pass-Through Certificates, Series 2004-W11 counter/plaintiff(s) vs. Geary Thomas Dooly, Eleanor S, Dooly and United States of America Counter/defendants	IN THE COURT OF COMMON PLEAS SEVENTH JUDICIAL CIRCUIT CASE N0.: 2012-CP-42-3027 DEFENDANT'S COUNTERCLAIM TO PLAINTIFF'S COMPLAINT; and DEMAND for JURY TRIAL 3rd Amended counterclaim as answer

COUNTER DEFENDANT'S COUNTERCLAIM, 3rd AMENDED COUNTERCLAIM, AS ANSWER TO COUNTER/PLAINTIFF'S COMPLAINT

FILED
CLERK OF COURT
SPARTANBURG COUNTY
2013 JUN 20 PM 1:10
BY

I, Geary Thomas Dooly, one of the people of South Carolina, natural person on South Carolina state, denies, or denies for lack of knowledge, all allegations, alleged in counter/plaintiff's complaint, and demands strict proof thereof. This 3rd Amended Counterclaim To Complaint is made per instruction of Judge Roger L. Couch at hearing on May 23, 2013 wherein Defendant was instructed to re-plead his Answer, and is intended to comply and fulfill all South Carolina Rules of Civil Procedure, and the Court is further noticed, that Alleged Defendant, Pro Se Vivus/Triformis, not being educated in the law, the court must read and construe liberally, all pleadings by the Alleged Defendant. *Hanes v. Kerner 404 US 520, Birl v Estelle 660 F.2d 592.*

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Counter/defendant alleges that the record reflects counter/plaintiff has placed no documentation on the record in this instant action, that could be construed as proof or admissible evidence that counter/plaintiff is a holder in due course of any instrument, or is a person entitled to enforce any instrument, pursuant to UCC 3-301, that meets the thresholds to prove lawful standing to commence an action against counter/defendants and/or their property. All evidence to date has been the witness of the Attorney of record as hearsay and is not admissible evidence.

Absent delegated authority by the principal Plaintiff Deutsche Bank National Trust Company as trustee for Argent Securities Inc. hereinafter, Plaintiff Deutsche Bank; Attorney Nicholas N. Sears, Esquire, of the Law firm JOHNSON &FREEMAN, LLC, on the day July 19, 2012, filed with the clerk of Spartanburg County Court, a Sham Pleading, as him being Authorized Agent for the alleged Plaintiff, Deutsche Bank National Trust Company, as Trustee for Argent Securities Inc., Asset-Backed Pass-Through Certificates, Series 2004 W11, for the purpose to commence Case no. 2012-CP-42-3027. Said filing was absent any signature of any official of Deutsche Bank, or Argent Securities, Inc.

FILED
CLERK OF COURT
SPARTANBURG COUNTY
2013 JUN 20 PM 12:10
M. ROSE BLACKLEY

I. JURISDICTION AND VENUE

1. All pervious paragraphs incorporated herein reference.

2. This court has jurisdiction and venue over this matter, defendant's counter/claim.

II. PARTIES

3. All previous paragraphs incorporated herein by reference.

4. Defendant Geary Thomas Dooly, hereinafter, Geary Thomas, lives near 690 Zion Hill Road Spartanburg, South Carolina, and has lived on South Carolina for 43 years.

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5. Defendant Eleanor S. Dooly, Hereinafter, Eleanor S., lives near 690 Zion Hill Road Spartanburg, South Carolina, and has lived on South Carolina for 43 Years.

6. Defendant United States of America, hereinafter, United States of America, is a Fictitious corporation, incorporated in the STATE of DELAWARE, and possibly other places not known.

7. Plaintiff Deutsche Bank National Trust Company, as Trustee for Argent Securities Inc. asset-backed pass-through Certificates, Series 2004 W11, a fictitious corporation, residence unknown.

8. Unknown, unnamed party that invested in subject Note that was securitized via CUSIP Number 040104ME8 such that some investor(s) has/have and hold all interest in said Note.

III. FACTS

8. All previous paragraphs incorporated herein by reference.

9. Counter/plaintiffs have placed no evidence on the record, alleged and sworn, by a competent fact witness having first-hand knowledge of the facts alleged by them, in plaintiff's complaint.

10. There is no evidence of testimony, on the record of this instant action, by a damaged party.

11. As evidenced by the lack of testimony from an injured party or witness with first-hand knowledge, the plaintiff's complaint is merely hearsay and of no force or effect.

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CLERK OF COURT
SPARTANBURG COUNTY
2013 JUN 20 PM 12:10
R. HOYE BLACKLEY

12. As a proximate result of the Plaintiff's unlawful actions set forth herein, Defendants continue to suffer irreparable harm for which monetary compensation is inadequate.

13. These acts were wrongful and predatory and the acts by the plaintiff and its agents/alleged successors were intentional and deceptive. This fact is verified by the attachment of three (3) affidavits for each Attorney/Firm, and for Clerk of Court one (1) executed by Defendant and two

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(2) executed by 3rd Parties, charging the acts of the agents alleging to represent the alleged Plaintiff as Exhibit "A" – 99 Pages.

14. On or about January 31, 2013 Defendant filed into the record DEFENDANT'S AFFIDAVIT OF DECLARATIONS numbering 40 declarations by the Affiant, all of which are incorporated herein. The Plaintiff has failed to rebut, therefore according to the 3rd paragraph of page 11 of that filing, therefore Plaintiff has made an "admission to the fact that everything in this Affidavit is true, correct, legal, lawful by tacit procuration and fully binding upon you in any court in America, without your protest or objection or that of those who represent you." Furthermore, the final paragraph on page 11, is an explicit reminder of the legal ramifications of silence, as follows:

Your silence is your acquiescence. Failure to answer and rebut with specificity is considered silence just as failure to answer and rebut is considered silence. See: *Connally v. General Construction Co., 269 U.S. 385,391. Notification of legal responsibility is "the first essential of due process of law". See also: U.S. V. Tweel, 550 F.2d.297. "Silence can only be equated with fraud where there is a legal or moral duty to speak or when an inquiry left unanswered would be intentionally misleading."* End of quote.

FILED
CLERK OF COURT
SPARTANBURG COUNTY
2013 JUN 20 PM 12:10
M. ROPE BLACKLEY

IV. CAUSES OF ACTION

14. All previous paragraphs incorporated herein by reference.

15. Assignment of Note and Mortgage is invalid and a nullity due to affidavits in the court record of this Case that said Assignment of Note and Mortgage contains four (4) robo signatures. The Attorney General of South Carolina participated in a press release dated Oct 13, 2010 by the National Association of Attorneys General (NAAG) in reference to robo signers that stated, in

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part, "*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.*"

Furthermore, since this Assignment was made in the State of Florida, the laws of that State were violated by these robo signers as follows: The essential requirements of affidavit filings, as a threshold matter, are that Fla. R. Civ. Pro. 1.510(e) sets out the formal requirements for such filings. This rule reads, in whole, that:

> *[s]upporting and opposing affidavits shall be made on personal knowledge, shall set forth such facts as would be admissible in evidence, and shall show affirmatively that the affiant is competent to testify to the matters stated therein. Sworn or certified copies of all papers or parts thereof referred to in an affidavit shall be attached thereto or served therewith. The court may permit affidavits to be supplemented or opposed by depositions, answers to interrogatories, or by further affidavits.*

Thus, when a supporting affidavit does not comply with the requirements that it: (1) be made on personal knowledge; (2) set forth such facts as would be admissible in evidence; and (3) show affirmatively that the affiant is competent to testify to the matters stated therein, it is legally insufficient to support the entry of judgment in favor of the moving party. *See* Enterprise Leasing Co. v. Demartino, *15 So. 3d 711 (Fla. 2d DCA 2009).* Therefore, the Assignment of this Note and Mortgage is insufficient, a nullity, and renders neither the Note or Mortgage transferred to Plaintiff. When a servicer files an affidavit that claims to be based on personal knowledge, but is not in fact based on personal knowledge, the servicer is committing fraud on the court, and quite possibly perjury. To further implicate fraud on the court, the Notary on the Assignment was an admitted robo-Notary. Plaintiff is NOT holder in due course, and has NO standing to bring this case in bad faith upon the court. The Attorneys of the Plaintiff have committed Obstruction of Justice by continuing to perpetuate the fraud upon the court claiming that I had no right to

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question the Assignment alleging that I was not a party to the contract/Assignment when indeed it IS my Note ,and MY Mortgage being bifurcated and handled in a fraudulent manner.

16. The original Note has been altered, sold, bifurcated from the Mortgage in violation of paragraph 20 of said Mortgage, and securitized via CUSIP Number 040104ME8 with no apparent, on the record compliance with Securities and Exchange Commission re such securitization, and same is hereby demanded. Said securitization was done without the consent of the maker of the Note, namely the Defendant, and such proof of compliance with Securities and Exchange Commission as relates to this securitization of said Note as made by Defendant is hereby demanded.

17. There is no admissible evidence of the account and general ledger statement(s) showing the full accounting of the alleged obligation that plaintiff is attempting to collect. Such as:

a) FR 2046 balance sheet (OMB #'s 2046, 2049, 2099)
b) FAS 95 Cash Flow Statements
c) 1099 OID report
d) CUSIP number
e) SEC Registration # of the pooled trust
f) FWP (free writing prospectus)

Furthermore, Plaintiff has refused request to provide any of the above without subpoena.

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18. There is no admissible evidence that counsel has written authority from the Plaintiff to bring this action on behalf of the named Plaintff, therefore, demand is/has been made multiple times that counsel provide proof of authority to collect this alleged debt on behalf of and under the name of Plaintiff. Without such proof it remains that the real Plaintiff is the Attorney(s) that have purchased the alleged Note and Mortgage, and are acting as Third party debt collectors on their

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own behalf. NOTE: It is res judicata that contracts between attorneys and their clients are not privileged information. See *Clarke v. American Commerce National Bank*:

> *Clarke v. American Commerce National Bank, 974 F.2d 127 (9th Cir. 1992), [T]he identity of the client, the amount of the fee, the identification of payment by case file name, and the general purpose of the work performed are usually not protected from disclosure by the attorney-client privilege. Id. at 129 (citations omitted).*

V. NEGATING DEFENSES

19. Defendant denies that Plaintiff's action is not barred due to Accord and Satisfaction as the subject promissory note (now a security with CUSIP # 040104ME8, issuer: ARGENT SECURITIES INC) was taken for value and consideration pursuant to UCC 3-303(b). Defendant denies that Plaintiff's action is not barred for Failure of Consideration as Plaintiff has not provided sufficient evidence that it took a risk in the subject transaction and therefore cannot be the creditor or damaged party of interest. Plaintiff is not the investor that purchased the Note and is currently being paid and is current on this Note.

20. Defendant denies that named Plaintiff is not barred due to bad faith and apparent fraud for masquerading as a creditor and hiring a foreclosure mill to enforce an unregistered security without proof of ownership which obviously cannot be owned by Plaintiff and the investor..

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21. Defendant denies that Plaintiff is not barred from this action for failure to state a claim upon which relief may be granted. There is no admissible evidence Plaintiff is a real party of interest. Defendant demands that the real Plaintiff be brought before the court stating to be an officer of the Deutsche Bank National Trust Company, and that Deutsche Bank National Trust Company is, in fact, the owner beneficiary of the Note and Mortgage, or of some authorized capacity, and is the Plaintiff bringing this action against the Defendant(s).

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WHEREFORE, Defendant demands the alleged Plaintiff's petition be dismissed with prejudice and for fraud on the court and for all other relief to which this Court finds Defendant entitled.

VI. DECLARATORY AND INJUNCTIVE RELIEF

22. This is an action for declaratory and injunctive relief against the Plaintiff.

23. The plaintiff has not met the thresholds of standing to foreclose and has engaged in an unlawful foreclosure via a sham legal process.

24. As evidenced by the lack of testimony from an injured party or witness with first-hand knowledge, the plaintiff's complaint is merely hearsay and of no force or effect. In fact, proof via Affidavit from one Mr. Cherry Clayton, an expert in securitized documentation as present on the record in this Case wherein he states, "Therefore the Trust-Entity has not suffered any loss or damage from the loan herein." There is no injured party on which to base standing.

25. As a proximate result of the Plaintiff's unlawful actions set forth herein, Defendants continue to suffer irreparable harm for which monetary compensation is inadequate.

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26. These acts were wrongful and predatory and the acts by the Plaintiff and its agents/alleged successors were intentional and deceptive, resulting in Obstruction of Justice on the part of all parties complicit thereof.

27. Expert witness for Defendant has found subject Note being currently actively traded under CUSIP # 040104ME8 as issued by one ARGENT SECURTIES INC. Affidavit and certified true copies of proof have been entered into the record of instant case and are included herein by reference.

WHEREFORE, Defendants request the Court dismiss the Plaintiff's complaint with prejudice

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and enter a judgment in favor of defendant for declaratory and injunctive relief.

VII. RECOUPMENT

28. Defendant unwittingly gave Plaintiff the instrument or the capital for the investor's money, and the pay-forward was done by the investors before there was ever an alleged loan in place. Defendant was NOT advised of the intent to bifurcate the Note and to securitize the Note that was sold to the investor thereby divesting the Bank from the Note. The Note was never intended by the Defendant to be Securitized. Knowledge of Securitization was withheld from Defendant who demands recoupment benefit of that Securitization.

29. The immediately above paragraph gives Defendant a proprietary interest in the instrument as Defendant(s) own the securities from this pooling and servicing agreement and from the trust fund. The Defendants have a proprietary interest in the proceeds from the security, which is why the disclaimer is in CFR 433.2, establishing the fact that Plaintiff cannot be a holder, because a holder can only take it free of all defenses and claims. Plaintiff is not and cannot be holder in due course under UCC 3-305 – Defenses and Claims in Recoupment.

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30. Under UCC 3-305(c) an obligor is not obliged to pay the instrument if the person seeking the enforcement of the instrument does not have the rights of a holder in due course.

31. Among the claims and defenses that the Defendants have are as follows; first defense, under UCC 3-305, Defendants have a claim in recoupment.

32. Defendant's additional claim or defense is UCC 3-306, which says Defendant has a property or possessory right in the instrument or its proceeds and has the right to rescind the negotiation of the transaction and recover the instrument or its proceeds. (Negotiation means the endorsement of the note.)

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33. Defendant has a claim in recoupment and a claim under UCC 3-306 to the proceeds and a right to rescind the negotiation. In addition, Defendant has a possessory right in the instrument or the proceeds of the *investment contract.*

34. Since Plaintiff is holding Defendant liable to a contract where Defendant was an undisclosed third party, which was not subscribed to or memorialized by the Defendant, then Defendant has a right to the proceeds from the transaction. Plaintiff has no standing to foreclose on the property, as it does not own the security, the Defendant does.

35. Counterclaimant (Defendant) is entitled to the following:

a) Return of the unaltered Promissory Note #0060029394-9605 (now a security)

b) Return of the known proceeds of Promissory Note #0060029394-9605 (now a security)

c) Merge accounts payable and accounts receivable according to GAAP.

WHEREFORE, Defendant request the Court dismiss the Plaintiff's complaint with prejudice and enter a judgment in favor of defendant for a claim in the nature of recoupment, and such other and further relief as to the court seems proper.

FURTHERMORE, Defendant reserves the right to amend this Counterclaim as answer as needed.

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VIII. DEMAND FOR TRIAL BY JURY

36. Defendants, are Nationals of South Carolina and are guaranteed the Right to a **trial by jury**, pursuant to the Seventh Amendment of the Constitution of the United States, and pursuant to the South Carolina state Constitution.

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37. Defendants, hereby claim, exercise and demand their Right to trial by jury pursuant to both the Bill of Rights and state Constitutions; and further, informs this Court that trial by jury is an indispensable component of due process of law. Thus, any court which fails to provide trial by jury, fails the test of due process, has no lawful jurisdiction to hear the matter in controversy, and any judgment rendered thereby is null and void, without lawful force and effect, whatsoever. See: *World Wide Volkswagon v. Woodsen,* 444 U.S. 286, 291; *National Bank v. Wiley,* 195 US 257; *Pennoyer v. Neff, 95 US 714.*

Respectfully submitted,

June 19, 2013

Without prejudice - All rights reserved.
Signed reserving all my rights at UCC 1-207 & 1-308
Geary Thomas Dooly
c/o Post Office Box 3326
Spartanburg, South Carolina [29304]
By: Geary-Thomas: Dooly ATP

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EXHIBIT "A" to: DEFENDANTS COUNTERCLAIM TO PLAINTIFF'S COMPLAINT and DEMAND for JURY TRIAL

This EXHIBIT "A" consisted, in the original filing, of 18 Notarized Affidavits as witness to possible criminal activity, and fraud upon the court involved in this case perpetuated by five or more attorneys and the Clerk of Court of Spartanburg Court. These Affidavits were offered by two 3rd Party witnesses and by the Appellate. Included herein are six (6) of said eighteen (18) so as to reduce the volume of this RECORD ON APPEAL. These six (6) herein include one for each of five (5) Attorneys, and one (1) for Clerk of Court. ALL Affidavits appear on the record, unheard, and unanswered.

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AFFIDAVIT OF

Geary-Thomas; family of Dooly,

VICTIM AND WITNESS OF CRIMINAL ACTIVITY

PERPETRATED AGAINST

Geary-Thomas; family of Dooly,

BY STATE OFFICIALS OPERATING UNDER COLOR OF STATE LAW

State of South Carolina)
) Jurat
Spartanburg County)

The Name Of, and by The People of South Carolina,

I, Geary-Thomas; family of Dooly, am a living man, of age of majority, competent to testify, hereafter, known as "Affiant" and/or "your Affiant", and states that I have firsthand admissible evidence, personal knowledge of the following facts stated herein, and if called to testify, will testify to the same, and states;

ABUSE OF OFFICIAL CAPACITY

The offense commenced on or about July 19, 2012, at or about 12:59 P.M., when M. Hope Blackley, CLERK OF COURT of SPARTANBURG COUNTY, for the STATE OF SOUTH CAROLINA, being a public servant, knowingly acted in collusion and complicit

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with Attorney Nicholas N. Sears, Jr. Esquire, SC State Bar Number 78031, OFFICER OF COURT, for the STATE OF, SOUTH CAROLINA, with the filing of the COMPLAINT NON-JURY MORTGAGE FORECLOSURE, Case 2012-CP-42-3027, acting under color of office, having superior knowledge of the law, both knowing, or should have known that Sears is Acting as a third party debt collector, not in a lawful foreclosure position as a lawful agent, while knowing His and Her conduct is unlawful, did commit the act of Abuse of Official Capacity, by knowingly, willfully, and with intent, intentionally denied your Affiant the exercise and enjoyment of his liberty interest when M. Hope Blackley, acting in collusion and complicit with Attorney Nicholas N. Sears, Jr., Esquire, subjected your Affiant to the sham legal process, simulation of legal process, and extrinsic fraud upon the court perpetrated by Attorney Nicholas N. Sears, Jr., Esquire, SC State Bar Number 78031, OFFICER OF COURT, filed a bogus complaint in collusion and complicit with M. Hope Blackley, being a public servant, CLERK OF COURT of SPARTANBURG COUNTY, for the STATE OF SOUTH CAROLINA, knowingly and willfully falsified material facts and made materially false, fictitious, and fraudulent statements and misrepresentations, with intent to deceive, on the face of the COMPLAINT NON-JURY MORTGAGE FORECLOSURE, knowing the same to contain materially false fictitious and fraudulent statements on the entry, with the intent to knowingly and unlawfully dispossess your Affiant of his, property, land and home, for a profit and gain, and with the intent to use the court as a weapon to intimidate and harm your Affiant and deny your Affiant of due process and remedy in the courts. These acts of Abuse of Official Capacity by M. Hope Blackley, being a public servant, CLERK OF

COURT of SPARTANBURG COUNTY, for the STATE OF SOUTH CAROLINA, were repeated multiple times, and in every case wherein other Attorneys submitted documents into instant case that were in collusion and complicit with the COMPLAINT NON-JURY FORECLOSURE DOCUMENTS.

"Obstructing Justice is impeding or obstructing those who seek justice in a court, or those who have duties or powers of administering justice therein. The act by which one or more persons attempt to prevent or do prevent, the execution of lawful process... applies also to the obstructing administration of justice in any way... through medium of knowingly false assertion, in wrong position before the public, constitutes an obstruction to administration of justice." "Obstructing Justice." Def. Blacks Law Dictionary. 1990. Sixth ed., Print.

The Affiant, charge that heretofore and before the making and filing of this Affidavit in the County of SPARTANBURG and state of SOUTH CAROLINA, M. Hope Blackley, CLERK OF COURT of SPARTANBURG COUNTY, for the STATE OF SOUTH CAROLINA, being a public servant, knowingly acted in collusion and complicit with Attorney Nicholas N. Sears, Jr. Esquire, SC State Bar Number 78031, OFFICER OF COURT, for the STATE OF, SOUTH CAROLINA, and other Attorneys, did then and there unlawfully and willfully commit Abuse of Official Capacity to wit against the peace and dignity of the State,

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and, Further, Affiant sayeth naught.

Dated June 18, 2013.

Geary-Thomas; family of Dooly, Authorized Agent
for GERAY THOMAS DOOLY
c/o P.O. Box 3326
Spartanburg, South Carolina [29304]

by: Geary-Thomas: Dooly

South Carolina)
) Jurat
Spartanburg County)

I, JOHN A JURDAN a notary public in and for Spartanburg County, South Carolina on this 18 day of June 2013 came before me Geary-Thomas; family Dooly, a living Man to certify, attest and affirm under penalty of perjury the signature is true, complete and correct on the foregoing, the undersigned, who are personally known by me or upon proper oath and affirmation and identification, personally appeared before me, and attested to and signed the above document.

(SEAL)

NOTARY PUBLIC
My Commission Expires 3-16-2019

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AFFIDAVIT OF

Geary-Thomas; family of Dooly,

VICTIM AND WITNESS OF CRIMINAL ACTIVITY

PERPETRATED AGAINST

Geary-Thomas; family of Dooly,

BY STATE OFFICIALS OPERATING UNDER COLOR OF STATE LAW

State of South Carolina)
) Jurat
Spartanburg County)

The Name Of, and by The People of South Carolina,

I, Geary-Thomas; family of Dooly, am a living man, of age of majority, competent to testify, hereafter, known as "Affiant" and/or "your Affiant", and states that I have firsthand admissible evidence, personal knowledge of the following facts stated herein, and if called to testify, will testify to the same, and states;

OBSTRUCTION OF JUSTICE

The offense commenced on or about July 19, 2012, at or about 12:59 P.M., when M. Hope Blackley, CLERK OF COURT of SPARTANBURG COUNTY, for the STATE OF SOUTH CAROLINA, being a public servant, knowingly acted in collusion and complicit with Attorney Nicholas N. Sears, Jr. Esquire, SC State Bar Number 78031, OFFICER OF COURT, for the STATE OF, SOUTH CAROLINA, with the filing of the COMPLAINT NON-JURY MORTGAGE FORECLOSURE, Case 2012-CP-42-3027, acting under color of office, having superior knowledge of the law, both knowing, or should have known that Sears is Acting as a third party debt collector, not in a lawful

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foreclosure position as a lawful agent, while knowing His and Her conduct is unlawful, did commit the act of Obstruction of Justice, by knowingly, willfully, and with intent, intentionally denied your Affiant the exercise and enjoyment of his liberty interest when M. Hope Blackley, acting in collusion and complicit with Attorney Nicholas N. Sears, Jr., Esquire, subjected your Affiant to the sham legal process, simulation of legal process, and extrinsic fraud upon the court perpetuated by Attorney Nicholas N. Sears, Jr., Esquire, SC State Bar Number 78031, OFFICER OF COURT, filed a bogus complaint in collusion and complicit with M. Hope Blackley, being a public servant, CLERK OF COURT of SPARTANBURG COUNTY, for the STATE OF SOUTH CAROLINA, knowingly and willfully falsified material facts and made materially false, fictitious, and fraudulent statements and misrepresentations, with intent to deceive, on the face of the COMPLAINT NON-JURY MORTGAGE FORECLOSURE, knowing the same to contain materially false fictitious and fraudulent statements on the entry, with the intent to knowingly and unlawfully dispossess your Affiant of his, property, land and home, for a profit and gain, and with the intent to use the court as a weapon to intimidate and harm your Affiant and deny your Affiant of due process and remedy in the courts.

Then on or about September 17, 2012 Attorney Lora Stuart Camp, Esquire, SC State Bar Number 68633, OFFICER OF COURT and of the same law firm, Johnson & Johnson, L.L.C. located at 1587 Northeast Expressway, Atlanta, Georgia 30329 continued to perpetrate the acts of her law partner Nicholas N. Sears, Jr. as stated above by filing PLAINTIFF'S REPLY TO ANSWER AND COUNTERCLAIM in collusion and complicit with M. Hope Blackley, being a public servant, CLERK OF COURT of SPARTANBURG COUNTY, for the STATE OF SOUTH CAROLINA, knowingly and willfully falsified

material facts and made materially false, fictitious, and fraudulent statements and misrepresentations, with intent to deceive by perpetrating the acts of Sears, and contributing to obstruction of justice via Case 2012-CP-42-3027 and filing of said document.

Then on or about September 21, 2012 Attorney Kimberly N. Renaud, Esquire, SC State Bar Number 78730, OFFICER OF COURT and of a different law firm, NELSON MULLINS RILEY & SCARBOROUGH LLP, located at 104 Main Street – 9th Floor, Greenville, South Carolina 29601, continued to perpetrate the acts of the Atlanta firm by accepting the case 2012-CP-42-3027 as Attorney of record, knowing it to be sham legal process, simulation of legal process, and extrinsic fraud upon the court. Renaud then filed the document PLAINTIFF'S REPLY TO COUNTERCLAIMS OF DEFENDANT GEARY THOMAS DOOLY AND ELEANOR S. DOOLY, in collusion and complicit with M. Hope Blackley, being a public servant, CLERK OF COURT of SPARTANBURG COUNTY, for the STATE OF SOUTH CAROLINA, knowingly and willfully falsified material facts and made materially false, fictitious, and fraudulent statements and misrepresentations, with intent to deceive by perpetrating the acts of Sears, Camp, et al contributing to obstruction of justice via Case 2012-CP-42-3027 and said filing, and the filing of subsequent files in the same manner.

Then on or about February 4, 2013 **Attorney Giles M. Schanen, Jr., Esquire**, SC State Bar Number 70391, OFFICER OF COURT and of the law firm, NELSON

MULLINS RILEY & SCARBOROUGH LLP, continued to perpetrate the acts of the Atlanta firm by accepting the case 2012-CP-42-3027 as Attorney of record in the absence of Renaud who is no longer with the law firm, knowing it to be sham legal process, simulation of legal process, and extrinsic fraud upon the court. Schanen wrote a threatening letter on February 4, 2013 but, apparently did not file it into the record, in defense of the Atlanta firm with no evidence on the record what so ever in that defense, wherein Schanen threatened your Affiant with the potential of "sanctions" wherein your Affiant may have to pay his Attorney fees if your Affiant continued to pursue proof that Deutsche Bank as Trustee had actually authorized in writing the foreclosure of the Note and was, in fact the Plaintiff. They continue to not provide that admissible evidence proof, and have given no admissible evidence that there is even a Trustee Agreement properly executed between Deutsche and the investors that bought the Note, or whom ever. There is no admissible evidence on the record that Deutsche bank is, in fact, the Plaintiff in Case 2012-CP-42-3027 or has authorized this action.

Then on or about February 25, 2013 **Attorney Giles M. Schanen, Jr., Esquire**, SC State Bar Number 70391, OFFICER OF COURT and of the law firm, NELSON MULLINS RILEY & SCARBOROUGH LLP, continued to perpetrate the acts of the Atlanta firm by Writing a second letter refusing to respond to your Affiant's Affidavit of Declarations and other filings, thereby giving his "lawful, legal and binding agreement with and admission to the fact that everything in this Affidavit is true, correct, legal lawful by tacit procuration and fully binding upon you in any court in America, without

your protest or objection and fully binding upon you in any court in America, without your protest or objection or that of those who represent you." – as quoted from that same DEFENDANT'S AFFIDAVIT OF DECLARATIONS (Pg 11 of 14) as filed into instant Case 2012-CP-42-3027.

"Obstructing Justice is impeding or obstructing those who seek justice in a court, or those who have duties or powers of administering justice therein. The act by which one or more persons attempt to prevent or do prevent, the execution of lawful process... applies also to the obstructing administration of justice in any way... through medium of knowingly false assertion, in wrong position before the public, constitutes an obstruction to administration of justice." "Obstructing Justice."Def. Blacks Law Dictionary. 1990. Sixth ed., Print.

The North Carolina Supreme Court held the essential elements of actionable fraud to be: (1) a false representation or concealment of material fact; (2) reasonably calculated to deceive; (3) made with the intent to deceive; (4) and which does in fact deceive; and (5) to the hurt of the injured party, see(choice of law) Vail v. Vail, 233 N.C. 109, 63 S.E.2d 202 (1951). Constructive fraud is nevertheless fraud though it rest upon presumption arising from breach of fiduciary obligation rather than deception intentionally practiced. See(choice of law) Miller v. First Nat'l Bank, 234 N.C. 309, 67 S.E.2d 362 (1951).

The Affiant, charge that heretofore and before the making and filing of this

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Affidavit in the County of SPARTANBURG, and state of SOUTH CAROLINA, M. HOPE Blackley, CLERK OF COURT of SPARTANBURG COUNTY, for the STATE OF SOUTH CAROLINA, being a public servant, knowingly acted in collusion and complicit with **Attorney Giles M. Schanen, Jr., Esquire**, SC State Bar Number 70391, OFFICER OF COURT, wherein **Attorney Giles M. Schanen, Jr., Esquire** did then and there unlawfully and willfully commit Obstruction of Justice to wit against te peace and dignity of the State of SOUTH CAROLINA by scheduling a HEARING with M. HOPE Blackley, CLERK OF COURT of SPARTANBURG COUNTY to further perpetuate the acts of above Attorneys,

and, Further, Affiant sayeth naught.

Dated June 18, 2013.

Geary-Thomas; family of Dooly, Authorized Agent
for GEARY THOMAS DOOLY
c/o P.O. Box 3326
Spartanburg, South Carolina [29304]
By: Geary-Thomas; Dooly

South Carolina)
) Jurat
Spartanburg County)

I, John A Jordan a notary public in and for Spartanburg County, South Carolina on this 18 day of June 2013 came before me Geary-Thomas; family Dooly, a living Man to certify, attest and affirm under penalty of perjury the signature is true, complete and correct on the foregoing, the undersigned, who are personally known by me or upon proper oath and affirmation and identification, personally appeared before me, and attested to and signed the above document.

(SEAL)

NOTARY PUBLIC
My Commission Expires 3-16-2019

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AFFIDAVIT OF

Maria-Anne: Brady,

THIRD PARTY WITNESS OF CRIMINAL ACTIVITY

PERPETRATED AGAINST

Geary-Thomas; family of Dooly,

BY STATE OFFICIALS OPERATING UNDER COLOR OF STATE LAW

State of South Carolina)
) Jurat
Spartanburg County)

The Name Of, and by The People of South Carolina,

I, Maria-Anne, family of Brady, am a living woman, of age of majority, competent to testify, hereafter, known as "Affiant" and/or "your Affiant", and states that I have firsthand admissible evidence, personal knowledge of the following facts stated herein, and if called to testify, will testify to the same, and states;

Upon close examination of the record by Affiant, concerning Court filings, The Matter of the filing of COMPLAINT NON-JURY MORTGAGE FORECLOSURE on or about July 19, 2012, and other subsequent filings of record by Attorney Nicholas N. Sears, Jr., Esquire, SC Bar Number 78031, and others, Affiant believes the facts as stated herein to be true, and that admissible evidence exists that confirms these facts. That Nicholas N. Sears, Jr., Esquire, and His law firm, and other Attorneys of record are

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acting as third (3rd) party debt collectors, not agents for any banking institution, or any other proper authority possessing authority to foreclose on the property of Geary-Thomas: Dooly.

OBSTRUCTION OF JUSTICE

The offense commenced on or about July 19, 2012, at or about 12:59 P.M., when M. Hope Blackley, CLERK OF COURT of SPARTANBURG COUNTY, for the STATE OF SOUTH CAROLINA, being a public servant, knowingly acted in collusion and complicit with Attorney Nicholas N. Sears, Jr. Esquire, SC State Bar Number 78031, OFFICER OF COURT, for the STATE OF, SOUTH CAROLINA, with the filing of the COMPLAINT NON-JURY MORTGAGE FORECLOSURE, Case 2012-CP-42-3027, acting under color of office, having superior knowledge of the law, both knowing, or should have known that Sears is Acting as a third party debt collector, not in a lawful foreclosure position as a lawful agent, while knowing His and Her conduct is unlawful, did commit the act of Obstruction of Justice, by knowingly, willfully, and with intent, intentionally denied Geary-Thomas: Dooly the exercise and enjoyment of his liberty interest when M. Hope Blackley, acting in collusion and complicit with Attorney Nicholas N. Sears, Jr., Esquire, subjected Geary-Thomas: Dooly to the sham legal process, simulation of legal process, and extrinsic fraud upon the court perpetuated by Attorney Nicholas N. Sears, Jr., Esquire, SC State Bar Number 78031, OFFICER OF COURT, filed a bogus complaint in collusion and complicit with M. Hope Blackley, being a public servant, CLERK OF

COURT of SPARTANBURG COUNTY, for the STATE OF SOUTH CAROLINA, knowingly and willfully falsified material facts and made materially false, fictitious, and fraudulent statements and misrepresentations, with intent to deceive, on the face of the COMPLAINT NON-JURY MORTGAGE FORECLOSURE, knowing the same to contain materially false fictitious and fraudulent statements on the entry, with the intent to knowingly and unlawfully dispossess Geary-Thomas: Dooly of his, property, land and home, for a profit and gain, and with the intent to use the court as a weapon to intimidate and harm Geary-Thomas: Dooly and deny him due process and remedy in the courts.

Then on or about September 17, 2012 Attorney Lora Stuart Camp, Esquire, SC State Bar Number 68633, OFFICER OF COURT and of the same law firm, Johnson & Johnson, L.L.C. located at 1587 Northeast Expressway, Atlanta, Georgia 30329 continued to perpetrate the acts of her law partner Nicholas N. Sears, Jr. as stated above by filing PLAINTIFF'S REPLY TO ANSWER AND COUNTERCLAIM in collusion and complicit with M. Hope Blackley, being a public servant, CLERK OF COURT of SPARTANBURG COUNTY, for the STATE OF SOUTH CAROLINA, knowingly and willfully falsified material facts and made materially false, fictitious, and fraudulent statements and misrepresentations, with intent to deceive by perpetrating the acts of Sears, and contributing to obstruction of justice via Case 2012-CP-42-3027 and filing of said document.

Then on or about September 21, 2012 Attorney Kimberly N. Renaud, Esquire, SC State Bar Number 78730, OFFICER OF COURT and of a different law firm, NELSON MULLINS RILEY & SCARBOROUGH LLP, located at 104 Main Street – 9th Floor, Greenville, South Carolina 29601, continued to perpetrate the acts of the Atlanta firm by accepting the case 2012-CP-42-3027 as Attorney of record, knowing it to be sham legal process, simulation of legal process, and extrinsic fraud upon the court. Renaud then filed the document PLAINTIFF'S REPLY TO COUNTERCLAIMS OF DEFENDANT GEARY THOMAS DOOLY AND ELEANOR S. DOOLY, in collusion and complicit with M. Hope Blackley, being a public servant, CLERK OF COURT of SPARTANBURG COUNTY, for the STATE OF SOUTH CAROLINA, knowingly and willfully falsified material facts and made materially false, fictitious, and fraudulent statements and misrepresentations, with intent to deceive by perpetrating the acts of Sears, Camp, et al contributing to obstruction of justice via Case 2012-CP-42-3027 and said filing, and the filing of subsequent files in the same manner.

Then on or about February 4, 2013 Attorney Giles M. Schanen, Jr., Esquire, SC State Bar Number 70391, OFFICER OF COURT and of the law firm, NELSON MULLINS RILEY & SCARBOROUGH LLP, continued to perpetrate the acts of the Atlanta firm by accepting the case 2012-CP-42-3027 as Attorney of record in the absence of Renaud who is no longer with the law firm, knowing it to be sham legal process, simulation of legal process, and extrinsic fraud upon the court. Schanen wrote a threatening letter on February 4, 2013 but, apparently did not file it into the record, in defense of the Atlanta

firm with no evidence on the record what so ever in that defense, wherein Schanen threatened Geary-Thomas: Dooly with the potential of "sanctions" wherein he may have to pay his Attorney fees if he continued to pursue proof that Deutsche Bank as Trustee had actually authorized in writing the foreclosure of the Note and was, in fact the Plaintiff. They continue to not provide that admissible evidence proof, and have given no admissible evidence that there is even a Trustee Agreement properly executed between Deutsche and the investors that bought the Note, or whom ever. There is no admissible evidence on the record that Deutsche bank is, in fact, the Plaintiff in Case 2012-CP-42-3027 or has authorized this action.

Then on or about February 25, 2013 Attorney Giles M. Schanen, Jr., Esquire, SC State Bar Number 70391, OFFICER OF COURT and of the law firm, NELSON MULLINS RILEY & SCARBOROUGH LLP, continued to perpetrate the acts of the Atlanta firm by Writing a second letter refusing to respond to your Affiant's Affidavit of Declarations and other filings, thereby giving his "lawful, legal and binding agreement with and admission to the fact that everything in this Affidavit is true, correct, legal lawful by tacit procuration and fully binding upon you in any court in America, without your protest or objection and fully binding upon you in any court in America, without your protest or objection or that of those who represent you." – as quoted from that same DEFENDANT'S AFFIDAVIT OF DECLARATIONS (Pg 11 of 14) as filed into instant Case 2012-CP-42-3027.

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Then on or about May 7, 2013 **Attorney Benjamin N. Garner , Esquire**, SC State Bar Number 78886, OFFICER OF COURT and of the law firm, NELSON MULLINS RILEY & SCARBOROUGH LLP, continued to perpetrate the acts of the Atlanta firm filing a NOTICE OF HEARING with M. Hope Blackley, being a public servant, CLERK OF COURT of SPARTANBURG COUNTY, for the STATE OF SOUTH CAROLINA. Attorney Garner being trained in law knew or should have known the aspects of the case he was perpetuating as detailed above by others in his law firm and the other law firm, however **Attorney Benjamin N. Garner , Esquire** knowingly and willfully is perpetuating the acts of others before him in this Case 2012-CP-42-3027.

"Obstructing Justice is impeding or obstructing those who seek justice in a court, or those who have duties or powers of administering justice therein. The act by which one or more persons attempt to prevent or do prevent, the execution of lawful process... applies also to the obstructing administration of justice in any way... through medium of knowingly false assertion, in wrong position before the public, constitutes an obstruction to administration of justice." "Obstructing Justice."Def. Blacks Law Dictionary. 1990. Sixth ed., Print.

The North Carolina Supreme Court held the essential elements of actionable fraud to be: (1) a false representation or concealment of material fact; (2) reasonably calculated to deceive; (3) made with the intent to deceive; (4) and which does in fact deceive; and (5) to the hurt of the injured party, see(choice of law) Vail v. Vail, 233 N.C. 109, 63 S.E.2d

A-30

202 (1951). Constructive fraud is nevertheless fraud though it rest upon presumption arising from breach of fiduciary obligation rather than deception intentionally practiced. See(choice of law) Miller v. First Nat'l Bank, 234 N.C. 309, 67 S.E.2d 362 (1951).

The Affiant, charge that heretofore and before the making and filing of this Affidavit in the County of SPARTANBURG, and state of SOUTH CAROLINA, M. HOPE Blackley, CLERK OF COURT of SPARTANBURG COUNTY, for the STATE OF SOUTH CAROLINA, being a public servant, knowingly acted in collusion and complicit with **Attorney Benjamin N. Garner, Jr., Esquire**, SC State Bar Number 78886, OFFICER OF COURT, wherein **Attorney Benjamin N. Garner, Jr., Esquire** did then and there unlawfully and willfully **commit Obstruction of Justice** to wit against the peace and dignity of the State of SOUTH CAROLINA by scheduling a HEARING with M. HOPE Blackley, CLERK OF COURT of SPARTANBURG COUNTY to further perpetuate the acts of above Attorneys,

and, Further, Affiant sayeth naught.

Dated June 18, 2013.

Maria-Anne: Brady
3740 Boiling Springs Road, Box 161
Boiling Springs, South Carolina [29316]

by: Maria-Anne: Brady

A-30

South Carolina)
) Jurat
Spartanburg County)

I, JOHN A. JORDAN a notary public in and for Spartanburg County, South Carolina on this 18 day of June 2013 came before me Maria-Anne: family Brady, a living Woman to certify, attest and affirm under penalty of perjury the signature is true, complete and correct on the foregoing, the undersigned, who are personally known by me or upon proper oath and affirmation and identification, personally appeared before me, and attested to and signed the above document.

(SEAL)

NOTARY PUBLIC
My Commission Expires 3-16-2019

ROA-329

A-30

AFFIDAVIT OF

Maria-Anne: Brady,

THIRD PARTY WITNESS OF CRIMINAL ACTIVITY

PERPETRATED AGAINST

Geary-Thomas; family of Dooly,

BY STATE OFFICIALS OPERATING UNDER COLOR OF STATE LAW

State of South Carolina)
) Jurat
Spartanburg County)

The Name Of, and by The People of South Carolina,

I, Maria-Anne, family of Brady, am a living woman, of age of majority, competent to testify, hereafter, known as "Affiant" and/or "your Affiant", and states that I have firsthand admissible evidence, personal knowledge of the following facts stated herein, and if called to testify, will testify to the same, and states;

Upon close examination of the record by Affiant, concerning Court filings, The Matter of the filing of COMPLAINT NON-JURY MORTGAGE FORECLOSURE on or about July 19, 2012, and other subsequent filings of record by Attorney Nicholas N. Sears, Jr., Esquire, SC Bar Number 78031, and others, Affiant believes the facts as stated herein to be true, and that admissible evidence exists that confirms these facts. That Nicholas N. Sears, Jr., Esquire, and His law firm, and other Attorneys of record are acting as third (3rd) party debt collectors, not agents for any banking institution, or

any other proper authority possessing authority to foreclose on the property of Geary-Thomas: Dooly.

OBSTRUCTION OF JUSTICE

The offense commenced on or about July 19, 2012, at or about 12:59 P.M., when M. Hope Blackley, CLERK OF COURT of SPARTANBURG COUNTY, for the STATE OF SOUTH CAROLINA, being a public servant, knowingly acted in collusion and complicit with Attorney Nicholas N. Sears, Jr. Esquire, SC State Bar Number 78031, OFFICER OF COURT, for the STATE OF, SOUTH CAROLINA, with the filing of the COMPLAINT NON-JURY MORTGAGE FORECLOSURE, Case 2012-CP-42-3027, acting under color of office, having superior knowledge of the law, both knowing, or should have known that Sears is Acting as a third party debt collector, not in a lawful foreclosure position as a lawful agent, while knowing His and Her conduct is unlawful, did commit the act of Obstruction of Justice, by knowingly, willfully, and with intent, intentionally denied Geary-Thomas: Dooly the exercise and enjoyment of His liberty interest when M. Hope Blackley, acting in collusion and complicit with Attorney Nicholas N. Sears, Jr., Esquire, subjected Geary-Thomas: Dooly to the sham legal process, simulation of legal process, and extrinsic fraud upon the court perpetuated by Attorney Nicholas N. Sears, Jr., Esquire, SC State Bar Number 78031, OFFICER OF COURT, filed a bogus complaint in collusion and complicit with M. Hope Blackley, being a public servant, CLERK OF COURT of SPARTANBURG COUNTY, for the STATE OF SOUTH CAROLINA, knowingly and willfully falsified material facts and made materially false, fictitious, and fraudulent statements and misrepresentations, with intent to deceive, on the face of the COMPLAINT NON-JURY MORTGAGE FORECLOSURE, knowing the same to contain materially false fictitious and

fraudulent statements on the entry, with the intent to knowingly and unlawfully dispossess Geary-Thomas: Dooly of his, property, land and home, for a profit and gain, and with the intent to use the court as a weapon to intimidate and harm Geary-Thomas: Dooly and deny him due process and remedy in the courts.

Then on or about September 17, 2012 Attorney Lora Stuart Camp, Esquire, SC State Bar Number 68633, OFFICER OF COURT and of the same law firm, Johnson & Johnson, L.L.C. located at 1587 Northeast Expressway, Atlanta, Georgia 30329 continued to perpetrate the acts of her law partner Nicholas N. Sears as stated above by filing PLAINTIFF'S REPLY TO ANSWER AND COUNTERCLAIM in collusion and complicit with M. Hope Blackley, being a public servant, CLERK OF COURT of SPARTANBURG COUNTY, for the STATE OF SOUTH CAROLINA, knowingly and willfully falsified material facts and made materially false, fictitious, and fraudulent statements and misrepresentations, with intent to deceive by perpetrating the acts of Sears, and contributing to obstruction of justice via Case 2012-CP-42-3027 and filing of said document.

Then on or about September 21, 2012 **Attorney Kimberly N. Renaud, Esquire**, SC State Bar Number 78730, OFFICER OF COURT and of a different law firm, NELSON MULLINS RILEY & SCARBOROUGH LLP, located at 104 Main Street – 9th Floor, Greenville, South Carolina 29601, continued to perpetrate the acts of the Atlanta firm by accepting the case 2012-CP-42-3027 as Attorney of record, knowing it to be sham legal process, simulation of legal process, and extrinsic fraud upon the court. Renaud then

filed the document PLAINTIFF'S REPLY TO COUNTERCLAIMS OF DEFENDANT GEARY THOMAS DOOLY AND ELEANOR S. DOOLY, in collusion and complicit with M. Hope Blackley, being a public servant, CLERK OF COURT of SPARTANBURG COUNTY, for the STATE OF SOUTH CAROLINA, knowingly and willfully falsified material facts and made materially false, fictitious, and fraudulent statements and misrepresentations, with intent to deceive by perpetrating the acts of Sears, Camp, et al contributing to obstruction of justice via Case 2012-CP-42-3027 and said filing, and the filing of subsequent files.

"Obstructing Justice is impeding or obstructing those who seek justice in a court, or those who have duties or powers of administering justice therein. The act by which one or more persons attempt to prevent or do prevent, the execution of lawful process... applies also to the obstructing administration of justice in any way... through medium of knowingly false assertion, in wrong position before the public, constitutes an obstruction to administration of justice." "Obstructing Justice."Def. Blacks Law Dictionary. 1990. Sixth ed., Print.

The North Carolina Supreme Court held the essential elements of actionable fraud to be: (1) a false representation or concealment of material fact; (2) reasonably calculated to deceive; (3) made with the intent to deceive; (4) and which does in fact deceive; and (5) to the hurt of the injured party, see(choice of law) Vail v. Vail, 233 N.C. 109, 63 S.E.2d 202 (1951). Constructive fraud is nevertheless fraud though it rest upon presumption

arising from breach of fiduciary obligation rather than deception intentionally practiced. See(choice of law) Miller v. First Nat'l Bank, 234 N.C. 309, 67 S.E.2d 362 (1951).

The Affiant, charge that heretofore and before the making and filing of this Affidavit in the County of SPARTANBURG, and state of SOUTH CAROLINA, M. HOPE Blackley, CLERK OF COURT of SPARTANBURG COUNTY, for the STATE OF SOUTH CAROLINA, being a public servant, knowingly acted in collusion and complicit with **Attorney Kimberly N. Renaud, Esquire**, SC State Bar Number 78730, OFFICER OF COURT, wherein **Attorney Kimberly N. Renaud, Esquire** did then and there unlawfully and willfully commit Obstruction of Justice to wit against the peace and dignity of the State of SOUTH CAROLINA,

and, Further, Affiant sayeth naught.

Dated: June 18, 2013.

Maria-Anne: Brady
c/o 3740 Boiling Springs Road, Box 161
Boiling Springs, South Carolina [29316]

By: Maria-Anne: Brady

A-30

South Carolina)
) Jurat
Spartanburg County)

I, JOHN A JORDAN a notary public in and for Spartanburg County, South Carolina on this 18 day of June 2013 came before me Maria-Anne: family Brady, a living Woman to certify, attest and affirm under penalty of perjury the signature is true, complete and correct on the foregoing, the undersigned, who are personally known by me or upon proper oath and affirmation and identification, personally appeared before me, and attested to and signed the above document.

NOTARY PUBLIC (SEAL)

My Commission Expires 3-16-2019

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AFFIDAVIT OF

Terri-Lynn: Lehman,

THIRD PARTY WITNESS OF CRIMINAL ACTIVITY

PERPETRATED AGAINST

Geary-Thomas; family of Dooly,

BY STATE OFFICIALS OPERATING UNDER COLOR OF STATE LAW

State of South Carolina)
) Jurat
Spartanburg County)

The Name Of, and by The People of South Carolina,

I, Terri-Lynn, family of Lehman, am a living woman, of age of majority, competent to testify, hereafter, known as "Affiant" and/or "your Affiant", and states that I have firsthand admissible evidence, personal knowledge of the following facts stated herein, and if called to testify, will testify to the same, and states;

Upon close examination of the record by Affiant, concerning Court filings, The Matter of the filing of COMPLAINT NON-JURY MORTGAGE FORECLOSURE on or about July 19, 2012, and other subsequent filings of record by Attorney Nicholas N. Sears, Jr., Esquire, SC Bar Number 78031, and others, Affiant believes the facts as stated herein to be true, and that admissible evidence exists that confirms these facts. That Nicholas N. Sears, Jr., Esquire, and His law firm, and other Attorneys of record are acting as third (3rd) party debt collectors, not agents for any banking institution, or

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any other proper authority possessing authority to foreclose on the property of Geary-Thomas: Dooly.

OBSTRUCTION OF JUSTICE

The offense commenced on or about July 19, 2012, at or about 12:59 P.M., when M. Hope Blackley, CLERK OF COURT of SPARTANBURG COUNTY, for the STATE OF SOUTH CAROLINA, being a public servant, knowingly acted in collusion and complicit with **Attorney Nicholas N. Sears, Jr. Esquire**, SC State Bar Number 78031, OFFICER OF COURT, for the STATE OF, SOUTH CAROLINA, with the filing of the COMPLAINT NON-JURY MORTGAGE FORECLOSURE, acting under color of office, having superior knowledge of the law, knew or should have known that Sears is Acting as a third party debt collector, not in a lawful foreclosure position as a lawful agent, while knowing His and Her conduct is unlawful, did commit the act of Obstruction of Justice, by knowingly, willfully, and with intent, intentionally denied Geary-Thomas: Dooly the exercise and enjoyment of his liberty interest when M. Hope Blackley, acting in collusion and complicit with **Attorney Nicholas N. Sears, Jr., Esquire**, subjected Geary-Thomas: Dooly to the sham legal process, simulation of legal process, and extrinsic fraud upon the court perpetrated by **Attorney Nicholas N. Sears, Jr., Esquire**, SC State Bar Number 78031, OFFICER OF COURT, filed a bogus complaint in collusion and complicit with M. Hope Blackley, being a public servant, CLERK OF COURT of SPARTANBURG COUNTY, for the STATE OF SOUTH CAROLINA, knowingly and willfully falsified material facts and made materially false, fictitious, and fraudulent statements and misrepresentations, with intent to deceive, on the face of the

COMPLAINT NON-JURY MORTGAGE FORECLOSURE, knowing the same to contain materially false fictitious and fraudulent statements on the entry, with the intent to knowingly and unlawfully dispossess Geary-Thomas: Dooly of his, property, land and home, for a profit and gain, and with the intent to use the court as a weapon to intimidate and harm Geary-Thomas: Dooly and deny Geary-Thomas: Dooly of due process and remedy in the courts.

"Obstructing Justice is impeding or obstructing those who seek justice in a court, or those who have duties or powers of administering justice therein. The act by which one or more persons attempt to prevent or do prevent, the execution of lawful process... applies also to the obstructing administration of justice in any way... through medium of knowingly false assertion, in wrong position before the public, constitutes an obstruction to administration of justice." "Obstructing Justice."Def. Blacks Law Dictionary. 1990. Sixth ed., Print.

The North Carolina Supreme Court held the essential elements of actionable fraud to be: (1) a false representation or concealment of material fact; (2) reasonably calculated to deceive; (3) made with the intent to deceive; (4) and which does in fact deceive; and (5) to the hurt of the injured party, see(choice of law) Vail v. Vail, 233 N.C. 109, 63 S.E.2d 202 (1951). Constructive fraud is nevertheless fraud though it rest upon presumption arising from breach of fiduciary obligation rather than deception intentionally practiced. See(choice of law) Miller v. First Nat'l Bank, 234 N.C. 309, 67 S.E.2d 362 (1951).

A-30

The Affiant, charge that heretofore and before the making and filing of this Affidavit in the County of SPARTANBURG, and state of SOUTH CAROLINA, M. HOPE Blackley, CLERK OF COURT of SPARTANBURG COUNTY, for the STATE OF SOUTH CAROLINA, being a public servant, knowingly acted in collusion and complicit with **Attorney Nicholas N. Sears, Jr., Esquire**, SC State Bar Number 78031, OFFICER OF COURT, wherein **Attorney Nicholas N. Sears, Jr., Esquire** did then and there unlawfully and willfully commit Obstruction of Justice to wit against the peace and dignity of the State of SOUTH CAROLINA,

and, Further, Affiant sayeth naught.

Dated June 18, 2013.

Terri-Lynn: Lehman
6040 A Six Forks Road Ste 290
Raleigh, North Carolina [27609]

by: Terri-Lynn: Lehman

South Carolina)
) Jurat
Spartanburg County)

I, John A. Jordan a notary public in and for Spartanburg County, South Carolina on this 18th day of June 2013 came before me Terri-Lynn: family Lehman, a living Woman to certify, attest and affirm under penalty of perjury the signature is true, complete and correct on the foregoing, the undersigned, who are personally known by me or upon proper oath and affirmation and identification, personally appeared before me, and attested to and signed the above document.

John A. Jordan (SEAL)
NOTARY PUBLIC

My Commission Expires 3-16-2019

A30

AFFIDAVIT OF

Terri-Lynn: Lehman,

THIRD PARTY WITNESS OF CRIMINAL ACTIVITY

PERPETRATED AGAINST

Geary-Thomas; family of Dooly,

BY STATE OFFICIALS OPERATING UNDER COLOR OF STATE LAW

State of South Carolina)
) Jurat
Spartanburg County)

The Name Of, and by The People of South Carolina,

I, Terri-Lynn, family of Lehman, am a living woman, of age of majority, competent to testify, hereafter, known as "Affiant" and/or "your Affiant", and states that I have firsthand admissible evidence, personal knowledge of the following facts stated herein, and if called to testify, will testify to the same, and states;

Upon close examination of the record by Affiant, concerning Court filings, The Matter of the filing of COMPLAINT NON-JURY MORTGAGE FORECLOSURE on or about July 19, 2012, and other subsequent filings of record by Attorney Nicholas N. Sears, Jr., Esquire, SC Bar Number 78031, and others, Affiant believes the facts as stated herein to be true, and that admissible evidence exists that confirms these facts. That Nicholas N. Sears, Jr., Esquire, and His law firm, and other Attorneys of record are acting as third

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(3rd) party debt collectors, not agents for any banking institution, or any other proper authority possessing authority to foreclose on the property of Geary-Thomas: Dooly.

OBSTRUCTION OF JUSTICE

The offense commenced on or about July 19, 2012, at or about 12:59 P.M., when M. Hope Blackley, CLERK OF COURT of SPARTANBURG COUNTY, for the STATE OF SOUTH CAROLINA, being a public servant, knowingly acted in collusion and complicit with Attorney Nicholas N. Sears, Jr. Esquire, SC State Bar Number 78031, OFFICER OF COURT, for the STATE OF, SOUTH CAROLINA, with the filing of the COMPLAINT NON-JURY MORTGAGE FORECLOSURE, Case 2012-CP-42-3027, acting under color of office, having superior knowledge of the law, both knowing, or should have known that Sears is Acting as a third party debt collector, not in a lawful foreclosure position as a lawful agent, while knowing His and Her conduct is unlawful, did commit the act of Obstruction of Justice, by knowingly, willfully, and with intent, intentionally denied Geary-Thomas: Dooly the exercise and enjoyment of His liberty interest when M. Hope Blackley, acting in collusion and complicit with Attorney Nicholas N. Sears, Jr., Esquire, subjected Geary-Thomas: Dooly to the sham legal process, simulation of legal process, and extrinsic fraud upon the court perpetrated by Attorney Nicholas N. Sears, Jr., Esquire, SC State Bar Number 78031, OFFICER OF COURT, filed a bogus complaint in collusion and complicit with M. Hope Blackley, being a public servant, CLERK OF COURT of SPARTANBURG COUNTY, for the STATE OF SOUTH CAROLINA, knowingly and willfully falsified material facts and made materially false, fictitious, and

fraudulent statements and misrepresentations, with intent to deceive, on the face of the COMPLAINT NON-JURY MORTGAGE FORECLOSURE, knowing the same to contain materially false fictitious and fraudulent statements on the entry, with the intent to knowingly and unlawfully dispossess Geary-Thomas: Dooly of his, property, land and home, for a profit and gain, and with the intent to use the court as a weapon to intimidate and harm Geary-Thomas: Dooly and deny him of due process and remedy in the courts.

Then on or about September 17, 2012 **Attorney Lora Stuart Camp, Esquire**, SC State Bar Number 68633, OFFICER OF COURT and of the same law firm, Johnson & Johnson, L.L.C. located at 1587 Northeast Expressway, Atlanta, Georgia 30329 continued to perpetrate the acts of her law partner Nicholas N. Sears, Jr. as stated above by filing PLAINTIFF'S REPLY TO ANSWER AND COUNTERCLAIM in collusion and complicit with M. Hope Blackley, being a public servant, CLERK OF COURT of SPARTANBURG COUNTY, for the STATE OF SOUTH CAROLINA, knowingly and willfully falsified material facts and made materially false, fictitious, and fraudulent statements and misrepresentations, with intent to deceive by perpetrating the acts of Sears, and contributing to obstruction of justice via being complicit with Case 2012-CP-42-3027 and filing said document.

The North Carolina Supreme Court held the essential elements of actionable fraud to be: (1) a false representation or concealment of material fact; (2) reasonably calculated to

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deceive; (3) made with the intent to deceive; (4) and which does in fact deceive; and (5) to the hurt of the injured party, see(choice of law) Vail v. Vail, 233 N.C. 109, 63 S.E.2d 202 (1951). Constructive fraud is nevertheless fraud though it rest upon presumption arising from breach of fiduciary obligation rather than deception intentionally practiced. See(choice of law) Miller v. First Nat'l Bank, 234 N.C. 309, 67 S.E.2d 362 (1951).

"Obstructing Justice is impeding or obstructing those who seek justice in a court, or those who have duties or powers of administering justice therein. The act by which one or more persons attempt to prevent or do prevent, the execution of lawful process... applies also to the obstructing administration of justice in any way... through medium of knowingly false assertion, in wrong position before the public, constitutes an obstruction to administration of justice." "Obstructing Justice."Def. Blacks Law Dictionary. 1990. Sixth ed., Print.

The Affiant, charge that heretofore and before the making and filing of this Affidavit in the County of SPARTANBURG, and state of SOUTH CAROLINA, M. HOPE Blackley, CLERK OF COURT of SPARTANBURG COUNTY, for the STATE OF SOUTH CAROLINA, being a public servant, knowingly acted in collusion and complicit with **Attorney Lora Stuart Camp, Esquire,** SC State Bar Number 68633, OFFICER OF COURT, wherein **Attorney Lora Stuart Camp, Esquire** did then and there unlawfully and willfully commit Obstruction of Justice to wit against the peace and

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dignity of the State of SOUTH CAROLINA,

and, Further, Affiant sayeth naught.

Dated June 14, 2013.

Terri-Lynn: Lehman
6040 A Six Forks Road Ste 290
Raleigh, North Carolina [27609]

By: Terri-Lynn: Lehman

South Carolina)
) Jurat
Spartanburg County)

I, John A. Jordan a notary public in and for Spartanburg County, South Carolina on this 18th day of June 2013 came before me Terri-Lynn: family Lehman, a living Woman to certify, attest and affirm under penalty of perjury the signature is true, complete and correct on the foregoing, the undersigned, who are personally known by me or upon proper oath and affirmation and identification, personally appeared before me, and attested to and signed the above document.

NOTARY PUBLIC (SEAL) My Commission Expires 3-16-2019

A-31
7-31-13

FILED
CLERK OF COURT
SPARTANBURG COUNTY

2013 JUL 31 PM 2:14

M. HOPE BLACKLEY

STATE OF SOUTH CAROLINA	**IN THE COURT OF COMMON PLEAS**
COUNTY OF SPARTANBURG	**CASE NO.: 2012-CP-42-3027**
Deutsche Bank National Trust Company, as Trustee for Argent Securities Inc., Asset-Backed Pass-Through Certificates, Series 2004-W11 **Plaintiff(s)**	**DEFENDANT'S MOTION FOR**
vs.	**COURT TO RECONSIDER ORDER**
Geary Thomas Dooly, Eleanor S, Dooly and United States of America **Defendants**	**DATED JULY 1, 2013**

DEFENDANT'S MOTION FOR COURT TO RECONSIDER ORDER DATED JULY 1, 2013

I, Geary Thomas Dooly, one of the people of South Carolina, hereinafter addressed as Geary Thomas, hereby gives notice, under South Carolina Rules of Civil Procedure, of this "**DEFENDANT'S MOTION FOR COURT TO RECONSIDER ORDER DATED JULY 1, 2013** ". The court is further noticed that, the Defendants, Pro Se Vivus/Triformis (hereinafter referred to as "Defendant"), not being educated in the law, the court must read and construe liberally, all pleadings by the Defendant. *Hanes v. Kerner 404 US 520, Birl v Estelle 660 F.2d 592.*

PARTIES

Geary Thomas is one of the Alleged Defendants in Case No. 2012-CP-42-3027.

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Deutsche Bank National Trust Company as Trustee for Argent Securities Inc., Asset-Backed Pass-Through Certificates, Series 2004-W11 is the Plaintiff in Case No. 2012-CP-42-3027.

Benjamin N. Garner, Kimberly N. Renaud, GILES M. SCHANEN, JR., et al of NELSON MULLINS RILEY & SCARBOROUGH LLP, as three of several Attorneys appearing to represent the Plaintiff in Case No. 2012-CP-42-3027 therefore each Attorney in this firm operating in concert is a party to this Case along with the Attorneys of the firm Johnson & Freeman as below.

Nicholas N. Sears, Jr., SC Bar No.78031, Lora Stuart Camp SC Bar No.6863, et al of Johnson & Freeman, LLC of 1587 Northeast Expressway, Atlanta, GA 30329.

FILED
CLERK OF COURT
GREENVILLE COUNTY
2013 JUL 31 PM 2:16
M. HOPE BLACKLEY

FACTS AS BASIS FOR MOTION

 # 1. Plaintiff's Attorneys have presented NO admissible evidence into the record of this court to prove or establish that they have authority and standing to bring this action on behalf of the Plaintiff, Deutsche bank National Trust Company.

 # 2. Plaintiff's Attorneys have presented NO admissible evidence into the record of this court to prove or establish that Deutsche Bank National Trust Company has the standing to bring this action of foreclosure on behalf of Argent Securities Inc.

 # 3. Plaintiff's Attorneys in bad faith, willfully and maliciously manipulated the court so as to surprise the Plaintiff at the hearing of May 23, 2013 resulting in this Court Order by The Honorable Roger L. Couch. One Giles M. Schanen on May 7, 2013 filed notice of said hearing, and later on May 21, 2013 at 2:18 PM filed into the court a document "PLAINTIFF'S MEMORANDUM IN SUPPORT OF ITS MOTION TO DISMISS CONUTERCLAIMS OF DEFENDANTS", but did not provide a copy

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of said document to Defendant until AFTER the date and time of the hearing which caused a surprise upon the Defendant upon appearing at the hearing at 9:30 AM, May 23, 2013 such that Defendant had no knowledge of said document nor time to prepare a rebuttal. From 2:18 May 21 until 9:30 AM May 23 does not encompass 72 hours even if allowing instant delivery by the US Postal Service.

 # 4. The Clerk of Court further complicated this ORDER by what appears to be collusion by NOT mailing a copy of said ORDER to the correct mailing address of Defendant, but instead mailed to a 690 Zion Hill Road address which has no mail receptacle and is not the correct mailing address of P.O.Box 3326, Spartanburg, South Carolina 29304 as used on all filings by Defendant, and used by all previous mailings by the Plaintiff and the Clerk of Court. This failure resulted in Defendant only becoming aware of the July 1 ORDER until July 23 when Defendant came to review the Clerk of Court record for this case. When questioned, the Clerk of Court M. Hope Blackley, gave no reasonable response of why the failure except that the 690 address was one of two in their records with the other address being the PO Box 3326 address that was given to them by the Defendant wherein the Clerk of Court Office was notified that the 690 address was invalid and not to be used. ALL previous mailings in this case, to my knowledge, have been mailed to the PO Box by all Attorneys AND by the Clerk of Court. Such failure to mail this Court Order to the proper address of the Defendant could only be a purposeful act by the Clerk of Court to manipulate the Court.

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 # 5. The Clerk of Court further complicated matters as follows. When Defendant came to review the record in the Clerk of Court Office on July 23 the 111 Page filing that Defendant filed and clocked in on June 20, 2013 was NOT in the file. Upon inquiry to M Hope Blackley and office staff, said filing could not be located. Apparently, The Honorable Roger L. Couch was not able to view this June 20th filing that was missing from the record when this Court Order was issued. After searching the

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Clerk of Court Office and being unable to locate the June 20 filing, Defendant was asked to bring my clocked copy the following day so they would have a better idea of what they were searching for since they did not remember the unusually large 111 page filing of June 20. When I arrived at the Clerk of Court Office the next day, the original still had not been located. The Clerk of Court alleged that overnight they had discovered that the filing had been supposedly scanned into the computer and the Clerk of Court Office had printed a copy from the computer to be placed in the court record.. It still remains unknown where their original is located, and it is not known what time and date of when the file was scanned into the computer. There is be far too much mystery residing in the Clerk of Court Office as to the handling of this filing. Such failure to proper file the document into the record in a timely manner spanning approximately one month could only be a purposeful act by the Clerk of Court to manipulate the Court and the records of this case.

#6 The Clerk of Court continued to introduce mystery into this case by mailing the Plaintiff copy of the ORDER to the wrong address. On file in the Clerk of Court Office is a filing, namely "CONSENT ORDER FOR SUBSTITUTION OF COUNCEL" as made by Kimberly N. Renaud of the law firm Nelson Mullins Riley & Scarborough which clearly states, and I quote, "...substituting the law firm of Nelson Mullins Riley & Scarborough, LLP as the attorneys of record for the Plaintiff Deutsche...". Attorney Renaud left the Nelson Mullins a few months ago and has not filed into this case since the departure, HOWEVER the Clerk of Court willfully and knowingly manipulated the court process by mailing the ORDER to Attorney Renaud at her new firm location rather than mailing to the address on record to the firm address on record. Defendant inquired as to why the Clerk of Court would go to the extra effort to look up an address that is not on the record in this case. The response was "The system must have picked up her new address."

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#7. The Plaintiff cannot have standing to foreclose on subject Note when considering the admissible evidence as presented to this Court in DEFENDANT'S RESPONSE TO PLAINTIFF'S REPLY TO COUNTERCLAIM AS ANSWER wherein was included as Exhibit #1 an Affidavit from Mr. Cherry Clayton wherein all his credentials as an expert as "Certified Mortgage Securitization Auditor in the State of Illinois." Said exhibit shows the computer screen shots from Mr. Clayton Bloomberg software program show subject Note being actively traded with a valid CUSIP number, and concludes among other things that, and I quote verbatim: "*Therefore, the Trust-Entity has not suffered any loss or damage from the loan herein.*" Therefore, it is FACT that there is no injured party, and the entity that is beneficiary of the Note is NOT the Plaintiff as alleged in this case. The interest in the Note is that of a group of investors that bought the money stream of the securitized Note. Therefore, Deutsche Bank National Trust Company does not own 100% of the securities Note and Mortgage, therefore Deutsche Bank National Trust Company is barred from the foreclosure process as detailed in #8 immediately below.

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8. As detailed in #7 immediately above, Deutsche Bank National Trust Company via Argent Securities Inc sold subject Note as relates to this foreclosure via securitization wherein this specific Loan Number 0060029394 is being current traded under the CUSIP Number 040104ME8. See reference in #7 above for location where detailed evidence including computer screen shots was filed into the court record. Due to this proof positive that Deutsche Bank National Trust Company has sold part or all of the income stream, it follows that according to UCC 3-203 Deutsche Bank National Trust Company or Argent Securities Inc has no standing to bring this foreclosure. UCC 3-203 (d) says: *"If a transferor purports to transfer less than the entire instrument, negotiation of the instrument does not occur. The transferee obtains no rights under this Article and has only the rights of a partial assignee."*

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#9. On or about January 31, 2013 Defendant filed DEFENDANT'S AFFIDAVIT OF DECLARATIONS that was presented to all known parties to this Note and Mortgage including all Attorneys, DEUTSCHE BANK NATIONAL TRUST President/CEO, AMERICAN HOME MORTGAGE SERVICING INC President/CEO with a valid stipulation that on page 11 of 14 as follows: *PLAINTIFF'S, or any party's failure to respond, as stipulated, and rebut, with particularity, in writing, within thirty (30) days of receipt of this Affidavit, everything in this Affidavit, with which you disagree, is your lawful, legal and binding agreement with and admission to the fact that everything in this Affidavit is true, correct, legal, lawful by tacit procuration and fully binding upon you in any court in America, without your protest or objection or that of those who represent you.* None of the addressed parties have properly responded therefore each and every one of Affiant's statements are fact, and on the record of this court as admitted to in silence in acquiescence, all facts stated by Affiant are hereby entered as part of this DEFENDANT'S MOTION FOR COURT TO RECONSIDER ORDER DATED JULY 1, 2013.

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ARGUMENT

A) With NO admissible evidence being submitted to the record that Deutsche Bank National Trust Company as Trustee is, in fact the true Plaintiff, with all parties agreeing the Defendant's statements as Affiant it is concluded that the Foreclosure proceeding has no merit, is riddled with false pretense, has no standing, and the ORDER by The Honorable Roger L. Couch should be reconsidered.

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B) No permissible evidence has been presented that there is an injured party as relates to subject Note which no longer even exist, leaving the alleged Plaintiff with no standing to bring or continue this case.

C) With the Assignment having been tainted with FRAUD as proven via expert and credible witness of Mr. John O'Brian an Officer of the Court of the Commonwealth of Massachusetts, there has been no valid Assignment made of subject Note and Mortgage, therefore it is fraud upon this Court to continue this action. Furthermore, with Court now having knowledge that the Assignment within their possession and records is tainted with proven FRAUD, the Clerk of this Court is duty bound to remove that Assignment from their records, and reject the fraudulent Assignment.

D) There has been only hearsay witness and evidence entered into this Case by the Attorneys which, in fact, cannot be a witness AND be the Attorney. With no admissible evidence from the Plaintiff the Case has no merit and is fraud upon the court, is presented in bad faith, and Plaintiff has no standing based on credible, admissible evidence.

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RELIEF REQUESTED

Defendant moves the Court reconsider the ORDER of July 1, 2013 and to instruct the parties in what ever fashion is fair and just in the opinion of the Court to include dismissal of the case.

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THEREFORE,

Defendant Motions the Court to reconsider the ORDER of July 1, 2013 and consider the lack of standing of first, the Attorney, and second, the Plaintiff. **Plaintiff is without standing.**

Date: 31st day of July, 2013

Without prejudice - All rights reserved.
Signed reserving all my rights at UCC 1-207 & 1-308
Geary Thomas Dooly
c/o Post Office Box 3326
Spartanburg, South Carolina [29304]

Geary-Thomas: Dooly, ATP

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STATE OF SOUTH CAROLINA COUNTY OF SPARTANBURG	)	IN THE COURT OF COMMON PLEAS
Deutsche Bank National Trust Company, as Trustee for Argent Securities, Inc., Asset-Backed Pass-Through Certificates, Series 2004-W11, Plaintiff, vs. Geary Thomas Dooly, Eleanor S. Dooly and United States of America, Defendants.	)	Civil Action No. 2012-CP-42-03027 **PLAINTIFF'S MEMORANDUM IN SUPPORT OF ITS MOTION TO DISMISS COUNTERCLAIMS OF DEFENDANTS**

Plaintiff Deutsche National Trust Company, as Trustee for Argent Securities, Inc., Asset-Backed Pass-Through Certificates, Series 2004-W11 ("Deutsche Bank" or "Plaintiff"), by and through its undersigned counsel and pursuant to Rule 12(b)(6) of the South Carolina Rules of Civil Procedure, respectfully submits this Memorandum in Support of its Motion to Dismiss Counterclaims of Defendants Geary Thomas Dooly and Eleanor S. Dooly (collectively "Defendants").

BACKGROUND

On or about July 30, 2004, Defendants signed a promissory note ("Note") to Argent Mortgage Company, LLC ("Argent") for a $152,800.00 loan secured by a mortgage ("Mortgage") on the property located at 690 Zion Hill Road, Spartanburg, South Carolina (the "Property"). (*See* Note and Mortgage, attached as **Exhibit A**.) The Note was later assigned to Plaintiff Deutsche Bank, who is the current holder of the Note. (Assignment of Mortgage, attached as **Exhibit B**.) Defendants subsequently defaulted under the terms of the Note and

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Mortgage, thereby causing Plaintiff to commence the instant foreclosure action against Defendants.

Deutsche Bank commenced this foreclosure action against Defendants in July 2012. Defendants, proceeding *pro se*, filed an Answer to Deutsche Bank's Complaint and purported to assert two (2) counterclaims against Deutsche Bank: (1) Deutsche Bank lacks standing to maintain the instant foreclosure action against Defendants and (2) Defendants are entitled to a recoupment. On January 10, 2013, Deutsche Bank filed a motion to dismiss Defendants' counterclaims. This motion was heard before Judge Roger L. Couch on May 23, 2013. Liberally construing Defendants' pleading, Judge Couch issued an Order on July 1, 2013 dismissing Defendants' counterclaims for failure to state affirmative claims for relief and granting Deutsche Bank's motion to dismiss. (*See* Court Order, attached hereto as **Exhibit C.**)[1] Additionally, because Defendants were proceeding *pro se*, Judge Couch gave Defendants leave to amend their answer within thirty (30) days of the date of his Order. (*See id.*)

In response to Judge Couch's ruling but before Judge Couch issued his order, Defendants filed "Defendant's Counterclaim, 3rd Amended Counterclaim, as Answer to Counterclaim/Plaintiff's Complaint" ("3rd Amended Answer and Counterclaims") on June 20, 2013.[2] The allegations contained in Defendants' 3rd Amended Answer and Counterclaims are

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[1] Defendants filed a Motion to Reconsider on July 31, 2013. This Motion is untimely and should be dismissed under Rule 59(e) or the South Carolina Rules of Civil Procedure. Alternatively, Defendants' Motion to Reconsider is moot based on Defendants amending their answer by filing the 3rd Amended Answer and Counterclaims and by the Court's resolution of the instant Motion to Dismiss currently pending before this Court.

[2] Since filing the 3rd Amended Answer and Counterclaims, Defendants have also filed three (3) other "answers" - first on September 27, 2013, and the last two on October 29, 2013. These answers are improper under Rule 15(a), SCRCP and should be dismissed, because they were filed without leave of Court and without Plaintiff's consent. Notably, these answers do not appear to amend Defendants' 3rd Amended Answer and Counterclaims; rather it the first answer

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difficult to follow; however, liberally construing their pleading, Defendants appear to allege the same two (2) causes of action asserted in their initial Answer: (1) Plaintiff lacks standing to maintain the instant foreclosure action against Defendants and (2) Defendants are entitled to a recoupment.

As discussed below, for the same reasons set forth below and in this Court's Order dated July 1, 2013, attached as **Exhibit C**, Defendants have failed to plead any cognizable claim for relief; therefore, Defendants' purported counterclaims for lack of standing and recoupment should be dismissed.

STANDARD OF REVIEW

A motion to dismiss under Rule 12(b)(6) tests *the legal sufficiency* of a claim and should be granted if the claim does not set forth sufficient allegations entitling the party to relief. *Williams v. Condon*, 347 S.C. 227, 232–33, 553 S.E.2d 496, 499 (Ct. App. 2001). Although the court must accept the allegations of the [counterclaim], it is not permitted to read into the [counterclaim] unalleged facts. *Overcash v. S.C. Elec. & Gas Co.*, 364 S.C. 569, 572, 614 S.E.2d 619, 620 (2005). Rather, the "motion must be granted if the facts and inferences reasonably deducible from them show that the [defendants] could not prevail on any theory of the case." *Gray v. State Farm Auto Ins. Co.*, 327 S.C. 646, 650–51, 492 S.E.2d 272, 274–75 (Ct. App. 1997). Here, all of Defendants' counterclaims are legally deficient and, for that reason, are subject to dismissal under Rule 12(b)(6).

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is addressed to NBSC, a "fictitious" party, the other two (2) answers appear to be Defendants' responses to written discovery requests. Nevertheless, these answers are improper and should be dismissed.

ARGUMENT

I. DEFENDANTS' COUNTERCLAIM CHALLENGING THE ASSIGNMENT OF MORTGAGE FAILS TO STATE A CLAIM UPON WHICH RELIEF CAN BE GRANTED.

Defendants' first counterclaim alleges that Plaintiff Deutsche Bank lacks standing to foreclose upon Defendants' Property. (3rd Amended Answer and Counterclaims 8.) In support of this allegation and in defense of Deutsche Bank's claim, Defendants maintain that the Assignment of Note and Mortgage "is invalid and a nullity" because it contained the signature of four "robo signatures." (3rd Amended Answer and Counterclaims 4.) However, even accepting these allegations as true, Defendants have failed to plead a cognizable claim for relief, and therefore, Defendants' counterclaim premised upon Plaintiff's alleged lack of standing should be dismissed as a matter of law.

As an initial matter, Defendants' counterclaim challenging Plaintiff's standing to foreclose upon the Property should be dismissed because it constitutes an affirmative defense rather than a cognizable claim for relief. (*See* Court Order 2, attached hereto as **Exhibit C**; *Glynn v. First Union Nat'l Bank*, 912 So.2d 357, 358 (Fla. Ct. App. 2005) ("There is no question that lack of standing is an affirmative defense that must be raised by the defendant . . . ."); *Deutsche Bank Nat'l Trust Co. v. Pietranico*, 928 N.Y.S.2d 818, 823 (2011) (holding the defendant waived the right to assert standing as a defense by failing to assert it as an affirmative defense in an answer); *Kohout v. Bank of America Home Loans*, Civil Action No. 10-02811, 2011 WL 3798222, at *5 (D. Colo. July 29, 2011) (explaining that a debtor's claim challenging the standing of a party's right to foreclose constitutes "a defense to the foreclosure action and not an independent claim for relief").) Indeed, South Carolina does not recognize a freestanding cause of action for robosigning, and Defendants are unable to convert an affirmative defense to

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Plaintiff's allegations into an independent counterclaim where no such cause of action is recognized under South Carolina law. *See Cole Vision Corp. v. Hobbs*, 394 S.C. 144, 153-54, 714 S.E.2d 537, 542 (2011). Therefore, Defendants' purported counterclaim based upon Plaintiff's alleged lack of standing should be dismissed or alternatively struck from the Answer.

Notwithstanding Defendants' failure to plead an affirmative claim for relief, dismissal of Defendants' claim is warranted because it is well-settled that a debtor lacks standing to challenge an assignment of mortgage to which he was not a party. Under fundamental South Carolina contract law, parties with no connection to a contract do not have standing to challenge the contract. *See Windsor Green Owners Ass'n, Inc. v. Allied Signal, Inc.*, 362 S.C. 12, 17, 605 S.E.2d 750, 752 (Ct. App. 2004) ("Generally, one not in privity of contract with another cannot maintain an action against him in breach of contract, and any damage resulting from the breach of a contract between the defendant and a third party is not, as such, recoverable by the plaintiff." (quoting *Bob Hammond Constr. Co. v. Banks Constr. Co.*, 312 S.C. 422, 424, 440 S.E.2d 890, 891 (Ct. App. 1994)). To the contrary, only *intended beneficiaries*, not incidental or consequential beneficiaries, can enforce a contract. *Goode v. St. Stephens Methodist Church*, 329 S.C. 433, 445, 494 S.E.2d 827, 833 (Ct. App. 1997). Numerous courts applying these fundamental contract-standing principles to mortgage assignments hold that a nonparty to a mortgage assignment lacks standing to challenge it. *See, e.g., R.J. Griffin & Co. v. Beach Club II Homeowners Ass'n*, 384 F.3d 157, 164 (4th Cir. 2004) (applying South Carolina law); *Breus v. McGriff*, 413 S.E.2d 538, 539 (Ga. Ct. App. 1991) ("[S]trangers to [an] assignment contract . . . have no standing to challenge its validity."). Indeed, the United States District Court for the District of South Carolina has reached the identical conclusion, reasoning "Plaintiff is only a party to the Mortgage and, because the Assignment is a separate contract to which Plaintiff is not

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a party, she cannot question its validity." *Reese v. U.S. Bank Nat'l Ass'n*, No. 11-2990, 2012 WL 1952819, at *3 (D.S.C. Apr. 30, 2012).

These same traditional contract principles apply when borrowers challenge a mortgage assignment on the ground that it was robosigned. Numerous courts have addressed this issue and found that debtors who were not parties to the documents lack standing to challenge their validity simply because they were robosigned. *See, e.g.*, *Neal v. Bank of America, N.A.*, No. 12–08104, 2012 WL 3638762, at *4 (D. Ariz. Aug. 24, 2012) (rejecting Plaintiff's argument that the assignment of the deed of trust and the substitution of trustee are forgeries, were robosigned, and are therefore invalid under state statute because "Plaintiff, who is not a party to either the assignment or the substitution of trustee . . . does not have standing to challenge the validity of these documents"); *Javaheri v. JPMorgan Chase Bank, N.A.*, No. 10–08185, 2012 WL 3426278, at *6 (C.D. Cal. Aug. 13, 2012) (holding that "[w]hile the allegation of robo-signing may be true, . . . [the plaintiff] lacks standing to seek relief under such an allegation," noting "District Courts in numerous states agree"); *Kuc v. Bank of America., NA*, No. 12-08024, 2012 WL 1268126, at *2 (D. Ariz. Apr. 16, 2012) ("[P]laintiff, as a third-party borrower, does not have standing to challenge the validity of any allegedly 'robosigned' recorded assignments."). As one court explained:

> Contrary to Plaintiff's assertions, robo-signing of the Assignment of Deed of Trust and/or the Appointment of Successor Trustee would not render these agreements—let alone the underlying debt obligation—void *ab initio*. At bottom, the alleged misconduct had no bearing whatsoever upon Plaintiff's obligation to make her mortgage payments. Thus, even assuming *arguendo* that Plaintiff's allegations of robo-signing are now pled with sufficient particularity, these allegations fail to state a claim as a matter of law.

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Brodie v. Nw. Trustee Servs., Inc., No. 12-0469, 2012 WL 6192723, at *2–*3 (E.D. Wash. Dec. 12, 2012) (holding that "the allegations of robo-signing . . . fail as a matter of law because Plaintiff lacks standing to challenge the allegedly fraudulent agreements" and noting that "[s]everal courts faced with similar allegations of robo-signing have concluded that a borrower lacks standing to challenge an allegedly fraudulent assignment of a deed of trust and/or appointment of a successor trustee").

In this case, Defendants' purported challenge to the Assignment of Mortgage is precisely the type of claim that courts across the country consistently have rejected. It is indisputable that Defendants were not parties to the assignment upon which their counterclaim is based. Because Defendants were not parties to the Assignment of Mortgage, it necessarily follows that they did not incur any cognizable injury as a result of the assignment. Instead, the only injury Defendants face is the foreclosure of their home, which is a direct result of their default under the terms of the Note and Mortgage. Defendants are simply unable to show that robosigning had any impact whatsoever upon their obligation to make their mortgage payments. Thus, because Defendants have no interest in the assignment documents and have incurred no injury as a result of the assignment, the law is clear that they lack standing to bring claims based upon the Assignment of Mortgage. *See Wilson v. JP Morgan Chase Bank, N.A.*, No. 11-00135, 2012 WL 603595, at *4 (N.D. Ga. Feb. 24, 2012) (citing *Reynolds v. JPMorgan Chase Bank N.A.*, No. 11-311, 2011 WL 5835925, at *3 (M.D. Ga. Nov. 21, 2011) (holding that "[a]side from the fact that Plaintiff has alleged no facts whatsoever to show that the Assignment was 'robo-signed,' this claim must fail because 'there is no such cause of action'" under state law)). Therefore, Defendants' first counterclaim should be dismissed.

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II. DEFENDANTS' COUNTERCLAIM FOR RECOUPMENT FAILS TO STATE A CLAIM UPON WHICH RELIEF CAN BE GRANTED.

Defendants' second counterclaim is for recoupment. (3rd Amended Answer and Counterclaims 9–10.) Unfortunately for Defendants, this claim fares no better, as the Supreme Court of South Carolina has squarely held that no such cause of action exists in South Carolina.

"Recoupment . . . is the right of the defendant to cut down or diminish the claim of the plaintiff in consequence of his failure to comply with some provision of the contract sought to be enforced, or because he has violated some duty imposed upon him by law in the making or performance of that contract." *Tuloka Affiliates, Inc. v. Moore*, 275 S.C. 199, 202, 268 S.E.2d 293, 295 (1980). The Supreme Court of South Carolina has observed that "[a] recoupment, unlike a counterclaim, only reduces the plaintiff's claim; it does not allow recovery of an affirmative money judgment for any excess over that claim." *Id.* A claim for recoupment, therefore, may serve as a defense but it does not constitute a claim for affirmative relief. *See id.* ("Despite appellants' use of the terms 'second defense and counterclaim,' we are convinced that what was actually pled was not a claim for affirmative relief but rather was in the nature of a recoupment defense."). Because Defendants are simply unable to convert an affirmative defense to Plaintiff's allegations into an independent counterclaim where no such cause of action is recognized under South Carolina law, *see* Court Order 2–3; *Cole Vision Corp. v. Hobbs*, 394 S.C. 144, 153-54, 714 S.E.2d 537, 542 (2011), Defendants' counterclaim for recoupment should be dismissed or alternatively struck from Defendants' 3rd Amended Answer and Counterclaims.

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III. THIS MATTER SHOULD BE REFERRED TO THE MASTER IN EQUITY.

This matter was commenced on or around July 19, 2012, when Plaintiff filed a Summons and Complaint against Defendants seeking to foreclose on the Property secured by the Mortgage held by Plaintiff. As evidenced by the Complaint, this is an action for foreclosure, which may

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properly be referred to a Master in Equity pursuant to Rule 53(b) of the South Carolina Rules of Civil Procedure. *See Wells Fargo Bank, N.A. v. Smith*, 398 S.C. 487, 494, 730 S.E.2d 328, 332 (Ct. App. 2012) ("A mortgage foreclosure is an action in equity."). Moreover, as set forth above, Defendants have failed to assert any cognizable counterclaims against Plaintiff sufficient to trigger their right to a jury trial secured by the South Carolina Constitution. *See Smith*, 398 S.C. at 493-94, 730 S.E.2d at 332. Thus, Plaintiff respectfully requests that this matter be referred to a Master in Equity pursuant to S.C. R. Civ. P. 53(b).

CONCLUSION

Based on the foregoing, Defendants' counterclaims should be dismissed in their entirety and this matter should be referred to a Master in Equity.

Respectfully submitted,

NELSON MULLINS RILEY & SCARBOROUGH LLP

By: _____

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Attorneys for Plaintiff Deutsche National Trust Company, as Trustee for Argent Securities, Inc., Asset-Backed Pass-Through Certificates, Series 2004-W11

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Greenville, South Carolina
December 6, 2013

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EXHIBIT A

NOTE AND MORTGAGE ATTACHED HEREIN AS EXHIBITS TO ORIGINAL COMPLAINT.

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EXHIBIT B

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When Recorded Return To:
AMERICAN HOME MTG SERVICING
C/O NTC 2100 Alt. 19 North
Palm Harbor, FL 34683

MTG-2009-7140
Recorded 1 Pages on 2/24/2009 9:48:26 AM
Recording Fee: $8.00 Documentary Stamps: $0.00
Office of Register of Deeds, Spartanburg, S.C.
Stephen Ford, Register

CRL Lll: 0060029394
Assignee Lll: 4000479909
Investor Lll: 0060029394
Custodian: 85
Effective Date: 02/11/2009

ASSIGNMENT OF MORTGAGE

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency of which is hereby acknowledged, the undersigned, CITI RESIDENTIAL LENDING INC., AS ATTORNEY-IN-FACT FOR ARGENT MORTGAGE COMPANY, LLC, WHOSE ADDRESS IS 10801 E. 6TH STREET , RANCHO CUCAMONGA, CA 91730, (ASSIGNOR), by these presents does convey, grant, sell, assign, transfer and set over the described mortgage/deed together with the certain note(s) described therein together with all interest secured thereby, all liens, and any rights due or to become due thereon to DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE FOR, ARGENT SECURITIES INC. ASSET-BACKED PASS-THROUGH CERTIFICATES, SERIES 2004-W11, UNDER THE POOLING AND SERVICING AGREEMENT DATED OCTORER 10, 2004, WHOSE ADDRESS IS 1761 EAST ST. ANDREW PLACE , SANTA ANA, CA 92705-4934, (ASSIGNEE)
Said mortgage is made by GEARY THOMAS DOOLY AND ELEANOR S. DOOLY to ARGENT MORTGAGE COMPANY, LLC and recorded 08/18/2004 in the Recorder or Registrar of Deeds of SPARTANBURG County, South Carolina In Book 3286, Page 698, and/or as Document # MTG-2004-42926

Dated 02/10/2009
CITI RESIDENTIAL LENDING INC., AS ATTORNEY-IN-FACT FOR ARGENT MORTGAGE COMPANY, LLC

By: _____
CRYSTAL MOORE VICE PRESIDENT

_____ _____
VILMA CASTRO Witness#1 DHURATA DOKO Witness#2

STATE OF FLORIDA COUNTY OF PINELLAS
Before me, the undersigned Notary Public, personally appeared the undersigned witness who, being duly sworn, deposed and said that (s)he saw CRYSTAL MOORE the VICE PRESIDENT sign, seal and deliver the foregoing Assignment of Mortgage and that (s)he, together with the other witness witnessed the execution thereof. SWORN to and subscribed before me THIS 10TH DAY OF FEBRUARY IN THE YEAR 2009.

_____
VILMA CASTRO Witness#1

Bryan J. Bly
Notary Public, State of Florida
Commission # DD 891065
Expires July 01, 2011
Bonded Through National Notary Assn.

_____
BRYAN J. BLY Notary Public
My commission expires: 07/01/2011

Document Prepared By: Jessica Fretwell/NTC,2100 Alt. 19 North, Palm Harbor, FL 34683 (800)346-9152

Reviewed and Approved as meeting the South Carolina Code of Laws and Recording Statutes by Biddle Law Firm, P.A., Myrtle Beach, South Carolina.

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EXHIBIT C

EXHIBIT "C" IS "FORM 4 AND ORDER OF THE HONORABLE ROGER L. COUCH, CIRCUIT JUDGE DATED JULY 1, 2013" + APPEARS HERE AS ITEM #2

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STATE OF SOUTH CAROLINA COUNTY OF SPARTANBURG	)	IN THE COURT OF COMMON PLEAS SEVENTH JUDICIAL CIRCUIT
Deutsche Bank National Trust Company, as Trustee for Argent Securities, Inc., Asset-Backed Pass Through Certificates, Series 2004-W11, Plaintiff, vs. Geary Thomas Dooly and Eleanor S. Dooly, and United States of America Defendants.	)	Civil Action No. 2012-CP-42-03027 **PLAINTIFF'S MOTION TO DISMISS COUNTERCLAIMS AND FOR ORDER OF REFERENCE TO THE MASTER IN EQUITY**

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M. HOPE BLACKLEY

Pursuant to South Carolina Rules of Civil Procedure 12(b)(6) and 12(f), Plaintiff Deutsche Bank National Trust Company, as Trustee for Argent Securities, Inc., Asset-Backed Pass Through Certificates, Series 2004-W11 ("Plaintiff") hereby moves for an Order dismissing and/or striking the counterclaims asserted by Defendants Geary Thomas Dooly and Eleanor S. Dooly ("Defendants") in their "Third Amended Counterclaim as Answer."

The grounds for this Motion are that Defendants' counterclaim for lack of standing fails to state a cause of action for which relief can be granted and should be dismissed or, alternatively, designated as an affirmative defense. Specifically, Plaintiff is the holder of the Note and Mortgage and has the right to enforce the terms and conditions of both. Further, Defendants lack standing to challenge the Assignment of Mortgage. Accordingly, Defendants' counterclaim challenging the validity of the Assignment of Mortgage should be dismissed or alternatively designated as an affirmative defense and struck from Defendants' pleading.

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Defendants' claim for recoupment fails to state a cause of action for which relief can be granted and should be dismissed. Specifically, Defendants' allegations asserting a proprietary interest in the note and proceeds are not legally cognizable claims.

Therefore, Defendants' counterclaims should be dismissed and this matter referred to the Master in Equity pursuant to Rule 53(b) of the South Carolina Rules of Civil Procedure.

This Motion will be further supported by legal memoranda and any other materials as permitted by the Court.

NELSON MULLINS RILEY & SCARBOROUGH LLP

By: _____

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Attorneys for Plaintiff

Greenville, South Carolina

July 23, 2013.

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SPARTANBURG COUNTY
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M. HOPE BLACKLEY

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CERTIFICATE OF SERVICE

I, the undersigned Administrative Assistant of the law offices of Nelson Mullins Riley & Scarborough LLP, attorneys for Plaintiff, do hereby certify that I have served all counsel in this action with a copy of the pleading(s) hereinbelow specified by mailing a copy of the same by United States Mail, postage prepaid, to the following address(es):

Pleadings: Plaintiff's Motion to Dismiss Counterclaims and for Order of Reference to the Master in Equity

Counsel Served: Gary Thomas Dooly
Eleanor S. Dooly
P.O. Box 3326
Spartanburg, SC 29304

Karen C. DeGraca
Administrative Assistant

July 23, 2013

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THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM SPARTANBURG COUNTY

Court of Common Pleas

Gordon G. Cooper, Master in Equity

Case No. 2012-CP-42-3027; Appellate Case: 2014-000600

DEUTSCHE BANK NATIONAL TRUST COMPANY,
AS TRUSTEE FOR ARGENT SECURITIES INC.,
ASSET-BACKED PASS-THROUGH CERTIFICATES,
SERIES 2004-W11, RESPONDENT

v.

Geary Thomas Dooly, Eleanor S. Dooly,
United State of America, Defendants
Of whom Geary Thomas Dooly is the Appellant APPELLANT

APPELLANT'S "Certificate of Counsel as to Contents of Record On Appeal-Rev 1/5/15"

Appellant does hereby certify that, according to the best of my comprehension, the Record On Appeal-Rev 1/5/15 does include all materials proposed to be included by any of the parties and not any other material.

Date: January 5, 2015

Geary-Thomas: Dooly
c/o P.O.Box 3326
Spartanburg, South Carolina 29304

Geary - Thomas - Dooly

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JAN 05 2015
SC Court of Appeals

CERTIFICATE OF SERVICE

I, Geary-Thomas: Dooly, hereby certify that a copy of the following document(s) has been mailed on or before this date via USPS with proper postage to each party listed:

DOCUMENT(S)

1. **APPELLANT'S "Certificate of Counsel as to Contents of Record On Appeal- Rev 1/5/15"**

PARTY(IES)

Nelson, Mullins, Riley, & Scarborough, LLP
Attn: Sarah R. Anderson (SC Bar # 100007)
Giles M. Schanen (SC Bar # 70391)
P.O.Box 10084
Greenville, South Carolina 29603-0084

Date: January 5,2015

Geary-Thomas: Dooly
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Geary-Thomas: Dooly

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SC Court of Appeals

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v.

Geary Thomas Dooly, Eleanor S. Dooly,

United State of America, Defendants

Of whom Geary Thomas Dooly is the Appellant APPELLANT

PROOF OF SERVICE OF RECORD ON APPEAL - Rev 1/5/15

I, geary-thomas: dooly, Appellant, do hereby certify that I have served all counsel in this action with a copy of the document "Record On Appeal - rev 1/5/15 by mailing acopy os same by United States Mail, postage prepaid to the following:

Nelson, Mullins, Riley, & Scarborough, LLP
Attn: Sarah R. Anderson (SC Bar # 100007)
Giles M. Schanen (SC Bar # 70391)
P.O.Box 10084 Greenville, South Carolina 29603-0084

January 5, 2015

Geary-Thomas: Dooly
c/o P.O.Box 3326 Spartanburg, South Carolina 29304

Geary Thomas: Dooly