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THE STATE OF SOUTH CAROLINA
In the Court of Appeals

RECEIVED

JAN 30 2015

APPEAL FROM BERKELEY COUNTY
Robert E. Watson, Master in Equity

SC Court of Appeals

Case No.: 2011-CP-08-02434

Deutsche Bank National Trust,Appellant (or Respondent),

v.

Eugene Elmore, pro se; Gwendolyn Elmore, pro se,Respondent (or Appellant).

Of Whom Eugene Elmore, Gwendolyn Elmore is the Appellant

Appellate Case No. 2014-000696

RECORD ON APPEAL

S. Sterling Laney, III, Esquire
M. Todd Carroll, Esquire
1727 Hampton Street
Columbia, SC 29210
(803) 454-6504
Attorney for Respondent

Elmore, Eugene
Elmore, Gwendolyn
162 Red Cypress Drive
Goose Creek, South Carolina 29445
(843) 751-7543
PRO SE

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Order of March 10, 2014

STATE OF SOUTH CAROLINA

COUNTY OF BERKELEY

Deutsche Bank National Trust

Plaintiff,

V.

Eugene Elmore; Gwendolyn Elmore

Defendant.

NINTH JUDICIAL CIRCUIT
IN THE COURT OF COMMON PLEAS
C/A No.: 2011-CP-08-02434

**ORDER DENYING DEFENDANT'S MOTION
TO VACATE JUDGMENT**

FILED
2014 MAR 10 AM 11:08
MARY G. QUINN
CLERK OF COURT
BERKELEY COUNTY, SC

THIS MATTER CAME BEFORE ME on February 27, 2014 on Defendant's Motion to Vacate Judgment. Present at the hearing were Caroline R. Glenn, Esquire, attorney for the Plaintiff, and the Defendants Eugene Elmore and Gwendolyn Elmore.

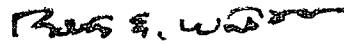
After careful review of the pleadings, motions, arguments of the respective counsel, the Defendant's oral testimony at the hearing, the applicable South Carolina Rules of Civil Procedure and case law interpreting those rules, I make the following findings of fact and conclusions of law:

I FIND THAT, pursuant to Rule 55(c) and Rule 60(b), the Defendant has failed to show mistake, inadvertence, surprise, excusable neglect, fraud, or other misconduct of the Plaintiff which would entitle the Defendant to relief from the Judgment signed by the Honorable Robert E. Watson on July 24, 2013 and recorded on July 26, 2013. As such, the Defendant's Motion to Vacate Judgment should not be granted. I have instructed the Defendant's on their right to appeal the case after receiving a written copy of this Order.

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT Defendant's Motion to Vacate Judgment is denied.

DW

AND IT IS SO ORDERED.



The Honorable Robert E. Watson
Master in Equity, Berkeley County

Dated: _____, 2014
Moncks Corner, SC

**Master in Equity's Report And
Judgment of Foreclosure and Sale**

STATE OF SOUTH CAROLINA
COUNTY OF BERKELEY

Deutsche Bank National Trust Company, as
Trustee for Morgan Stanley Capital I Inc. Trust
2006-NC2, Mortgage Pass-Through
Certificates, Series 2006-NC2

Plaintiff,

v.

Eugene Elmore; Gwendolyn Elmore a/k/a
Gwendolyn Beverly Frazier; Nadine
Harpignies-Rohn; the South Carolina
Department of Revenue; and the United States
of America acting by and through its agency
The Internal Revenue Service,

Defendant(s)

IN THE COURT OF COMMON PLEAS
CASE NO.: 2011-CP-08-2434

MASTER IN EQUITY'S REPORT AND JUDGMENT OF
FORECLOSURE AND SALE

DEFICIENCY WAIVED

FILED
2013 JUL 26 AM 9:32
CLERK OF COURT
BERKELEY COUNTY, S.C.

Pursuant to Rule 53 of the South Carolina Rules of Civil Procedure (hereinafter "SCRCP"), the above-entitled matter was referred to the undersigned Master In Equity to make appropriate findings of fact and conclusions of law, with authority to enter a final Judgment in the cause. Any appeal from the decision of the Master In Equity shall be directly to the South Carolina Supreme Court.

Pursuant to the said reference, a hearing was held, attended by the attorneys of record, the testimony was taken, which is reported herewith, and from the testimony and evidence, I find and conclude as follows:

FINDINGS OF FACT:

1. The Lis Pendens was filed on September 1, 2011.
2. The Summons and Complaint were filed on September 1, 2011.
3. Service was made upon the Defendants named in this Report as is shown by the proofs of service filed herein.
4. The Defendant(s) Gwendolyn Elmore (a/k/a Gwendolyn Beverly Frazier); Eugene Elmore; and Nadine Harpignies-Rohn are in default as shown by Affidavit filed herein.

5. According to an Affidavit filed herein, no Defendant in default is in the military service of the United States of America, as contemplated under the Servicemembers' Civil Relief Act fka Soldiers' and Sailors' Civil Relief Act of 1940, and any amendments thereto.

6. The Defendant(s) South Carolina Department of Revenue and United States of America, acting through its agency, Department of Treasury - Internal Revenue Service answered in this action and have been notified of the time and date of this hearing.

7. The Defendant(s) were notified of the time, date and place of hearing in this matter.

8. For value received, Eugene Elmore made, executed and delivered a note, dated October 26, 2005, promising thereby to pay to the order of Foundation Financial Group the sum of \$170,100.00 with interest at the rate of 9.675% per annum (hereinafter "Note"). Other terms and conditions are stated in the note, which is of record herein.

9. To better secure the payment of the Note described above, the said Eugene Elmore and Gwendolyn Elmore (a/k/a Gwendolyn Beverly Frazier) made, executed and delivered a mortgage to Foundation Financial Group, in writing, dated October 26, 2005, covering real property in Berkeley County, which is the same as that described in the Complaint. The Mortgage was recorded on November 3, 2005, and is of record in the Berkeley County Registry in Book 5127 at page 245.

10. This mortgage constitutes a valid first lien on the subject property.

11. By Assignment of Mortgage dated September 11, 2012 and recorded in the office of the Register of Deeds/RMC for Berkeley County in Book 9684 at Page 102 on September 17, 2012, Foundation Financial Group assigned the subject note and mortgage to Deutsche Bank National Trust Company, as Trustee for Morgan Stanley Capital I Inc. Trust 2006-NC2. Thereafter by assignment of Mortgage dated May 7, 2013 and recorded in Book 10166 at Page 202 on June 5, 2013 the subject note and mortgage were assigned to Deutsche Bank National Trust Company, as Trustee

for Morgan Stanley Capital I Inc. 2006-NC2 Mortgage Pass-Through Certificates Series 2006-NC-2,
By virtue of said assignments, the Plaintiff in this action is the holder of the note and mortgage.

12. As required by an Administrative Order issued by the South Carolina Supreme Court dated May 22, 2009, the Plaintiff states that this loan is owned or guaranteed by Fannie Mae, or it is owned or guaranteed by FHLMC, or the Servicer has signed an agreement to participate in the Home Affordable Modification Program ("HMP"); however, the loan does not qualify for a modification under the above foreclosure prevention program because the loan has been previously modified under the HMP.

13. Subsequently, Eugene Elmore did make, execute and deliver to America's Servicing Company (servicer for the loan at the time of the modification), its successors and assigns, a certain Loan Modification Agreement, dated April 5, 2010, amending and supplementing the Note and Mortgage described above. By virtue of the Loan Modification Agreement, the unpaid principal balance was modified to \$195,457.00, together with interest at the rate of 5.5% per annum on the unpaid balance.

14. Furthermore, Plaintiff complied with Administrative Order 2011-05-02-1 issued by the South Carolina Supreme Court.

15. The titleholder(s) of record of the Property as of the filing of the Lis Pendens in this action were Eugene Elmore and Gwendolyn Elmore (a/k/a Gwendolyn Beverly Frazier).

16. Payment due on the Note has not been made as provided for therein, and the Plaintiff, as the holder thereof, has elected to accelerate payment of the entire indebtedness and has placed the Note and Mortgage in the hands of its attorney of record herein for collection.

17. Having considered the nature, extent and difficulty of the services rendered (the field of mortgage foreclosures being a specialized area of practice); the time involved in reviewing the various loan documents, performing the title search, preparing the pleadings and preparing for and

attending hearings; the professional standing of the Plaintiff's attorney; the fee customarily charged in this jurisdiction for similar services; and the beneficial results obtained for the Plaintiff, I find that the sum of \$1,050.00 is a reasonable attorney's fee for the Plaintiff's attorney for services performed and anticipated to be performed until final adjudication of the within action, under the terms of the note and mortgage. Services anticipated to be performed until final adjudication contemplates completion of this matter within a reasonable time and does not include exceptional, unanticipated circumstances delaying conclusion beyond the normal time.

18. The amount due and owing on the Note and Mortgage, with interest at the rate provided in the Note, and other costs and expenses of collection, including attorney's fees, secured by the Note and Mortgage, is as follows:

Principal due as of today's date:	07/24/13		\$190,841.42
Accrued interest from:	04/01/11	to: 05/22/13	\$ 22,471.15
Accruing at:	5.5% per annum		
Advancements to Escrow			\$ 4,646.40
Corporate Advances			\$ 505.00
Credit:			\$ (646.11)
Costs of collection prior to hearing:			\$ 1,256.84
Attorney's fees:			\$ 1,050.00

Total Debt secured by Note and Mortgage, including interest to date is \$220,124.70. Interest for the period from the date shown above through the date of this judgment, at above stated rate, to be added to the above stated "Total Debt" to comprise the amount of the Judgment debt entered herein, and interest after the date of Judgment at the rate of 5.5% per annum, the Note's current rate, pursuant to the terms of the Note and Mortgage on the judgment debt should be added to such judgment debt to comprise the amount of the Plaintiff's debt secured by the Mortgage through the date to which such interest is computed.

19. The Plaintiff is seeking foreclosure of its mortgage and has, in the Complaint or subsequently thereto in writing, expressly Waived the right to a personal or deficiency Judgment pursuant to Rule 71(b), SCRPC.

20. The Defendants, below listed, claim or may claim liens upon or interests in the subject property; and in the event there is a surplus from the sale of the subject property, the validity, priority and amount of any such lien claims will be determined at a hearing subsequent to the sale, in accordance with Rule 71(c), SCRPC. The said Defendants and such claims or liens are as follows:

The Defendant, Nadine Harpignies-Rohn, has or may claim to have some interest in the Property by virtue of a judgment lien against Eugene Elmore & Gwen Elmore, in the original principal amount of \$2,307.57, which lien was recorded/filed in the Berkeley County Records on 12/10/2003 in case 03-CP-08-02788. According to testimony, said lien has been paid in full but never satisfied of record and is hereby ordered removed from the title to the Property.

The Defendant, South Carolina Department of Revenue, has or may claim to have some interest in the Property by virtue of a revenue tax lien against Eugene Elmore, in the original principal amount of \$14,647.83, which lien was recorded/filed in the Berkeley County Records on 11/14/2005 in Book 35, at page 264 for lien #3-50655373-5. Said lien is junior and subordinate to Plaintiff's mortgage and is hereby ordered removed from the title to the Property.

The Defendant, United States of America acting by and through its agency The Internal Revenue Service, has or may claim to have some interest in the Property by virtue of a Federal tax lien against Eugene Elmore and Gwendolyn Elmore, in the original principal amount of \$64,227.78, which lien was recorded/filed in the Berkeley County Records on 09/28/2006 in Book 65, at page 159 for lien serial #317810906. Said lien is junior and subordinate to Plaintiff's mortgage and is hereby ordered removed from the title to the Property.

21. Pursuant to Section 2410(c), Title 28, United States Code, the Defendant, United States of America, has a right of redemption on proper application to redeem the within property for 120 days from the date of sale of the subject property.

CONCLUSIONS OF LAW: I, therefore, conclude as follows:

1. The Plaintiff should have judgment of foreclosure of its Mortgage; and the Property should be ordered sold at public auction after due advertisement.

2. That there is due to the Plaintiff on its Note and Mortgage the sum of \$220,124.70, representing the Total Debt due to the Plaintiff as outlined above, together with interest thereon at the rate provided in the Note to the date hereof.
3. That the amount due in the preceding paragraph (the "Total Debt") and later accrued interest and costs shall constitute the total judgment debt due to the Plaintiff and shall bear interest hereafter at the rate of 5.5% per annum, the current interest rate of the Note.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED:

1. That the Defendant(s) liable for the aforesaid Mortgage debt shall, prior to the date and time of the sale of the Property, hereinafter described, pay to the Plaintiff, or the Plaintiff's attorney, the amount of the Plaintiff's debt as aforesaid, together with the costs and disbursements of this action.
2. That on default of payment prior to the date and time of the sale, the Property, hereinafter described, shall be sold by the undersigned Master In Equity at public auction, at the Berkeley County Courthouse, City of Moncks Corner, County and State aforesaid, on some convenient sales day hereafter, on the following terms, that is to say:
 - A. FOR CASH: The undersigned Master In Equity shall require a deposit of 5% on the amount of the bid (in cash or equivalent) the same to be applied on the purchase price only upon compliance with the bid, but in case of non-compliance within thirty (30) days the same to be forfeited and applied to the costs and then to the Plaintiff's debt.
 - B. Interest on the balance of the bid shall be paid to the day of compliance at the rate of 5.5% per annum, which is the Note's current interest rate.
 - C. The sale shall be subject to taxes and assessments, existing easements and restrictions of record, and any other senior encumbrances.
 - D. Purchaser to pay for the deed and the cost of recording the deed.

3. If the Plaintiff is the successful bidder at the said sale, for a sum not exceeding the amount of costs, expenses and the indebtedness of the Plaintiff in full, the Plaintiff may pay to the undersigned Master In Equity only the amount of the costs and expenses, crediting the balance of the bid on the Plaintiffs indebtedness.
4. That a personal or deficiency Judgment being Waived, the bidding will not remain open for thirty (30) days and bidding will be final on the date of the sale, and compliance with the bid may be made immediately.
5. That the undersigned Master In Equity will, by advertisement according to law, give notice of the time and place of sale and the terms thereof; and that he will execute to the purchaser, or purchasers, a deed to the Property sold. The Plaintiff, or any other party to this action, or any other person may become a purchaser at such sale. Upon such sale being made, should the successful bidder, or his assignee, fail to comply with the terms thereof within thirty (30) after the date of sale, then the undersigned Master In Equity may re-advertise the Property for sale on the next, or some other subsequent, sales day, at the risk of the highest bidder, and so from time to time thereafter until a full compliance shall be secured.
6. In the event an agent of the Plaintiff does not appear at the time of sale, the within property shall be withdrawn from sale and sold at the next available sales date upon the terms and conditions as set forth in the Judgment of Foreclosure and Sale or such terms as may be set forth in a supplemental order.
7. That the undersigned Master In Equity shall apply the proceeds of the sale as follows:
 - FIRST: To the payment of the amount of the costs and expenses of this action, including any Guardian Ad Litem fee or fees of attorneys appointed under Order of Court; and
 - NEXT: To the payment of the amount to the Plaintiff, or the Plaintiffs Attorney, of the amount of the Plaintiff's debt and interest (including attorney fees) or so much thereof as the purchase money will pay on the same; and
 - NEXT: Any surplus will be held pending further Order of this Court pursuant to Rule 71(c), SCRCP.

8. That it is further ORDERED, ADJUDGED AND DECREED that each Defendant named herein, and all persons whomsoever claiming under him, them or it, be forever barred and foreclosed of all right, title, interest and equity of redemption in the said mortgaged premises so sold, or any part thereof.
9. That it is further ORDERED ADJUDGED AND DECREED that the deed of conveyance made pursuant to this judgment and said sale shall contain the names of only the Plaintiff, the first-named Defendant, who was the title holder of the mortgaged property at the time of the filing of the Lis Pendens, and the Grantee; and that the Berkeley County Register of Deeds is hereby authorized to omit from the indices pertaining to such conveyance the names of all parties not contained in said deed.
10. It is further ORDERED, ADJUDGED AND DECREED that in the event the successful bidder to whom the deed of conveyance has been issued subsequent to the sale is (other than the Defendants in possession herein, the Sheriff of Berkeley County)(upon issuance of a Writ of Assistance) may be ordered and directed to eject and remove from the premises the occupants of the property sold, together with all personal property located thereon, and put the successful bidder to whom the deed of conveyance has been issued or his assigns in full, quiet and peaceable possession of said premises without delay, and to keep said successful bidder or his assigns in such peaceable possession.
11. That it is further ORDERED ADJUDGED AND DECREED that after the Order Confirming Sale and Disbursements has been issued and filed, the undersigned Master In Equity shall direct the Register of Deeds to release of record the lien(s) being foreclosed, which lien(s) are described in the Findings of Fact herein above.
12. That it is further ORDERED ADJUDGED AND DECREED that the following is a description of the Property herein ordered to be sold:

ALL THAT CERTAIN PIECE, PARCEL OR LOT OF LAND, SITUATE,
LYING AND BEING IN THE CITY OF GOOSE CREEK, COUNTY OF
BERKELEY, STATE OF SOUTH CAROLINA, AND BEING SHOWN AND
DESIGNATED AS LOT 32, BLOCK C, ON THAT CERTAIN PLAT
ENTITLED, "PLAT TRACT A, LOTS 15-39, BLOCK C; LOTS 12-20, BLOCK
F; LOTS 4-25, BLOCK G AND LOTS 1-10, BLOCK H, TMS 235-00-00-005,
18.891 ACRES LANDS OF WOODLAND OF CHARLESTON, LLC.,
WOODLAND LAKES, CITY OF GOOSE CREEK, BERKELEY COUNTY,
SC", DATED MAY 24, 2000 REVISED JUNE 13, 2000 PREPARED BY
FOREBERG ENGINEERING AND SURVEYING, INC. RECORDED IN
THE RMC OFFICE FOR THE BERKELEY COUNTY ON DECEMBER 13,
2000 IN PLAT CABINET O AT PAGE 336A.

BEING THE SAME PROPERTY CONVEYED FROM PENDLEY
CONSTRUCTION, INC. TO EUGENE ELMORE AND GWENDOLYN
ELMORE BY DEED, DATED JULY 24, 2003, RECORDED IN BOOK 3446,
PAGE 132, RECORDED ON JULY 24, 2003 IN THE RMC OFFICE OF
BERKELEY COUNTY, SOUTH CAROLINA.

CURRENT ADDRESS OF PROPERTY: 162 Red Cypress Drive, Goose Creek, SC 29445-4013

TMS: 234-08-02-010

AND IT IS SO ORDERED.

Robert E. Watson

The Honorable Robert E. Watson
Master In Equity for Berkeley County

Date: 7/24/13
Moncks Corner, South Carolina

Motion for Emergency Hearing to Vacate Judgment

Eugene Elmore, pro se
Gwendolyn Elmore, pro se
162 Red Cypress Drive
Goose Creek, South Carolina 29445-4013
(843) 751-7543

MARY J. BROWN
CLERK OF COURT
BERKELEY COUNTY, S.C.

2011 JAN 17 PM 9:33

FILED

STATE OF SOUTH CAROLINA)

COUNTY OF BERKELEY)

Wells Fargo Bank, N.A.,)

Plaintiff(s),)

vs.)

Eugene Elmore, pro se,)
Gwendolyn Elmore, pro se,)

Defendant(s.)
_____)

Case No.: 2011-CP-08-2434

MOTION

FOR EMERGENCY HEARING

TO VACATE JUDGMENT

NOW COMES I Eugene Elmore, pro se Defendant(s), Authorized Representative of EUGENE ELMORE, pro se Defendants(s), [Hereinafter referred to as the Defendant(s)] residing at 162 Red Cypress Drive, Goose Creek, South Carolina 29445-4013; and Gwendolyn Elmore, pro se Defendant(s), Authorized Representative of GWENDOLYN ELMORE, pro se Defendant(s), [Hereinafter referred to as the Defendant(s)] residing at 162 Red Cypress Drive, Goose Creek, South Carolina 29445-4013 comes in full life by our own authority, appearing specially and not generally or voluntarily so as not to confuse the court and challenges the jurisdiction and authority of this court. Being under the *threat*

of trespass to the right to realize, enjoy and to dispose of the private property known as 162 Red Cypress Drive, Goose Creek, South Carolina 29445-4013. If we, the Defendant(s), failed to appear, at no time do we, the Defendant(s), submit to the jurisdiction and venue of the above court and at no time *nunc pro tunc* waived or are waiving any rights whatsoever, knowingly or unknowingly. We, the Defendant(s), asks the Court to take judicial notice of the fact that we are without Counsel and we are not schooled in the law and legal procedures and we are not a member of the American Bar Association. Therefore, our pleadings must be read and construed liberally. [See Haines v Kerner 404 US at 520 (1980); Birl v Estell 660 F.2d 592 (1981)].

We, the Defendant(s), further accuse and believe that this court has a responsibility and legal duty to protect any and all of our constitutional rights [See United States v Lee 106 US 196,220 (1882)]. Please note, that we are not engaged with any attorney, only by ourselves as the Defendant(s). Also, under pro se litigant it is improper for an attorney to engage the pro se litigant in a court of law.

Further, attorneys are to represent government officials, wards of the court, infants, people of unsound mind and incompetent individuals.

THEREFORE, we the Defendant(s) are requesting that any Hearing be held under the Jurisdiction of Common Law between Plaintiff(s) and Defendant(s); and

that the focus of the facts and statements of the Motion for Emergency Hearing to Vacate Judgment becomes the main focus of the court.

**JUDICIAL NOTICE
FRAUD UPON THE COURT**

We move this Court to take judicial notice that the Plaintiff(s) has committed Fraud upon the Court.

1. The Plaintiff(s) has obtained a foreclosure judgment and sale upon our property posing that they had a negotiable instrument.
2. The Plaintiff(s) did propose under Article 3.
3. The Plaintiff(s) used the Promissory Note as a part of enforcing the foreclosure.
4. The Plaintiff(s) used the Mortgage as a debt instrument to enforce the foreclosure.
5. The Plaintiff(s) brought a subject matter to this Court that lacks jurisdiction because the instruments that were used were no longer considered negotiable instruments.
6. The Plaintiff(s) had no interest in our property.
7. The party (Deutsche Bank National Trust Company, as Trustee for Morgan Stanley Capital I, Inc., Trust 2006-NC2, Mortgage Pass-Through Certificates, Series 2006-NC2) gave Wells Fargo Bank,

N.A., the Plaintiff(s) the Power-Of-Authority and the Plaintiff(s) Wells Fargo Bank, N.A., was also the servicer. This means that they were trying to say that Wells Fargo Bank, N.A., was the holder of the Note, but in fact, Deutsche Bank National Trust Company, as Trustee for Morgan Stanley Capital I, Inc., Trust 2006-NC2, Mortgage Pass-Through Certificates, Series 2006-NC2, was the holder of the Note and Wells Fargo Bank, N.A., should have never been able to obtain a foreclosure and sale against our property, posing as Servicer/Power-Of-Authority.

8. Deutsche Bank National Trust Company, as Trustee for Morgan Stanley Capital I, Inc., Trust 2006-NC2, Mortgage Pass-Through Certificates, Series 2006-NC2, never showed ownership of the Note on Record. Therefore, as in previous cases, such as in a most recent case in Charleston, South Carolina, in the Ninth Judicial Circuit Court of Common Pleas Judge J. C. Nicholson, Jr., ruled in favor of the homeowner 's Scott J. Heinrich and Dinah K. Heinrich (See Deutsche Bank National Trust Company v Scott J. Heinrich and Dinah K. Heinrich, Docket No.: 2011-CP-10-1060) because Deutsche Bank National Trust Company was the trustee for IndyMac; they too did not own the note and Judge J. C. Nicholson, Jr.'s., ruling was based upon the United States Supreme Court ruling for foreclosure. The United States Supreme Court's ruling trumps any contrary state law which does not require the foreclosing Plaintiff(s) to own both the Note and the Mortgage at the time that the foreclosure complaint is filed.

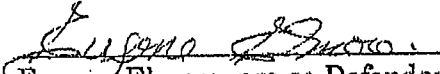
We the Defendant(s) move this Court to take judicial notice to vacate the foreclosure and sale that the Plaintiff(s) did receive under false deception:

1. Take judicial notice of UCC Article 9 Sub-Section 202 (a) (3) which states that once a debtor signs a Promissory Note, the debtor has no further obligation to the Note because the Note has become a check.

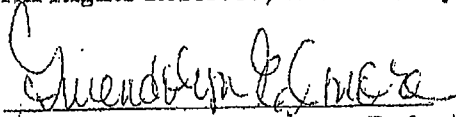
2. We move this Court to compile the Plaintiff(s) to provide Forms FR2049, FR2046 and FR 2099, if the Plaintiff(s) wish to prove otherwise. These forms are balance Sheets that are required by the Federal Reserve to be processed in loan transactions by Banks.

WHEREFORE, we move this Court to vacate the foreclosure judgment and sale with prejudice.

Respectfully submitted,


Eugene Elmore, pro se Defendant(s)
162 Red Cypress Drive
Goose Creek, South Carolina 29445-4013
(843) 751-7543

All Rights Reserved, Without Prejudice


Gwendolyn Elmore, pro se, Defendant(s)
162 Red Cypress Drive
Goose Creek, South Carolina 29445-4013
(843) 751-7543

All Rights Reserved, Without Prejudice

Dated: Jan. 17, 2014

Amended Motion for Emergency Hearing to Vacate Judgment

Claim to Reduce Summary Judgment

Notice of Settlement

**JUDICIAL NOTICE
FRAUD UPON THE COURT**

We move this Court to take judicial notice that the Plaintiff(s) has committed Fraud upon the Court.

1. The Plaintiff(s) has obtained a foreclosure judgment and sale upon our property posing that they had a negotiable instrument.
2. The Plaintiff(s) did propose under Article 3.
3. The Plaintiff(s) used the Promissory Note as a part of enforcing the foreclosure.
4. The Plaintiff(s) used the Mortgage as a debt instrument to enforce the foreclosure.
5. The Plaintiff(s) brought a subject matter to this Court that lacks jurisdiction because the instruments that were used were no longer considered negotiable instruments.
6. The Plaintiff(s) had no interest in our property.
7. The party (Deutsche Bank National Trust Company, as Trustee for Morgan Stanley Capital I, Inc., Trust 2006-NC2, Mortgage Pass-Through Certificates, Series 2006-NC2) gave Wells Fargo Bank, N.A., the Plaintiff(s) the Power-Of-Attorney and the Plaintiff(s) Wells Fargo Bank, N.A., was also the servicer. This means that they were trying to say that Wells Fargo Bank, N.A., was the holder of the Note, but in fact, Deutsche Bank National Trust Company, as Trustee for Morgan Stanley Capital I, Inc., Trust 2006-NC2, Mortgage Pass-Through Certificates, Series 2006-NC2, was the holder of the Note and Wells Fargo Bank, N.A., should have never been able to obtain a foreclosure and sale against our property, posing as Servicer/Power-Of-Attorney.

8. Deutsche Bank National Trust Company, as Trustee for Morgan Stanley Capital I, Inc., Trust 2006-NC2, Mortgage Pass-Through Certificates, Series 2006-NC2, never showed ownership of the Note on Record.

Therefore, as in previous cases, such as in a most recent case in Charleston, South Carolina, in the Ninth Judicial Circuit Court of Common Pleas Judge J. C. Nicholson, Jr., ruled in favor of the homeowner 's Scott J. Heinrich and Dinah K. Heinrich (*See Deutsche Bank National Trust Company v Scott J. Heinrich and Dinah K. Heinrich, Docket No.: 2011-CP-10-1060*) because Deutsche Bank National Trust Company was the trustee for IndyMac; they too did not own the note and Judge J. C. Nicholson, Jr's., ruling was based upon the United States Supreme Court ruling for foreclosure. The United States Supreme Court's ruling trumps any contrary state law which does not require the foreclosing Plaintiff(s) to own both the Note and the Mortgage at the time that the foreclosure complaint is filed.

We the Defendant(s) move this Court to take judicial notice to vacate the foreclosure and sale that the Plaintiff(s) did receive under false deception:

1. Take judicial notice of *UCC Article 9 Sub-Section 9.203(b)* which explains that once a debtor signs a Promissory Note, the debtor has no further obligation to the Note because the Note has become a check.
2. We move this Court to compile the Plaintiff(s) to provide Forms FR2049, FR2046 and FR 2099, if the Plaintiff(s) wish to prove otherwise. These forms are balance Sheets that are required by the Federal Reserve to be processed in loan transactions by Banks and mortgage companies.


WHEREFORE, we move this Court to vacate the foreclosure judgment and sale with prejudice.

In conjunction to vacating the foreclosure judgment and sale we the Defendant(s), will like to show on record that we are excepting for value the alleged debt

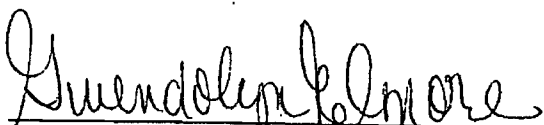
We the Defendant(s) are the verified holder of an attached perfected security interest and the acknowledged representative for the debtors herein named as EUGENE ELMORE and GWENDOLYN ELMORE, the Defendant(s) in this action (See Exhibit 1). There is no dispute with any of the facts in the instant matter. The facts of this case and all charges/offers/dishonors are accepted for value and returned in exchange for settlement and closure (See Exhibit 2). This property is exempt from levy.

We EUGENE ELMORE and GWENDOLYN ELMORE, the Defendant(s), object to the sale of our property that was held on November 06, 2013; because of what we have state in the previous paragraph above and the Exhibits that are attached. Therefore, a Registered Bill of Exchange has been sent to the Secretary of the Treasury for discharge of the debt specified in the Complaint (See Exhibit 3).

Please adjust this account for the Bonds, Proceeds, Products, Accounts and
Fixtures, and RELEASE the Order(s) of the Court thereafter to us immediately.



Eugene Elmore, Authorized Representative
Principal In Fact—Secured Party
All Rights Reserved, Without Prejudice



Gwendolyn Elmore, Authorized Representative
Principal In Fact—Secured Party
All Rights Reserved, Without Prejudice

Dated: February 20, 2014

STATE OF SOUTH CAROLINA

) IN THE COURT OF COMMON PLEAS

COUNTY OF BERKELEY

) Case No.: 2011-CP-08-2434

Wells Fargo Bank, N.A.,

) Plaintiff(s),

) vs.

) CLAIM REDUCED TO
) SUMMARY JUDGMENT

Eugene Elmore, pro se,
Gwendolyn Elmore, pro se,

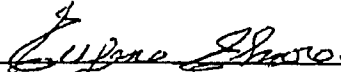
) Defendant(s).

2014 FEB 20 PM 3:32
MAO P. BROWN
CLERK OF COURT
BERKELEY COUNTY, CA
FILED

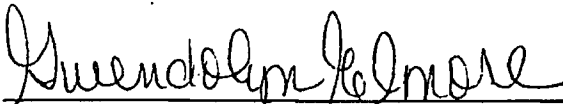
Pursuant to Revised Article 9 of the Uniform Commercial Code, the verification of the perfection of an attached security interest held by Eugene Elmore and Gwendolyn Elmore, the Principal In Fact, Secured Party, to the Defendant(s) debtors in this action, herein named EUGENE ELMORE and GWENDOLYN ELMORE, whose perfection cannot be denied, takes precedent over a creditor lien judgment. Revised Article 9 §9-203(b) uses the term "attachment" to describe the moment at which a security interest becomes enforceable against the debtor. Therefore, the security interest has already become enforceable, and a ruling for the Plaintiff(s) by the court would have no effect.

Pursuant to Revised Article 9 of the Uniform Commercial Code, an attached security interest prevails over a creditor using judicial process to obtain a lien on collateral. This property is exempt from levy. I, Eugene Elmore and Gwendolyn

Elmore, Secured Party, have reduced our claim to judgment upon the default of the Plaintiff(s), WELLS FARGO BANK, N.A., in accordance with Revised Article 9 §9-601 of the Uniform Commercial Code.



Eugene Elmore, Authorized Representative
Principal In Fact—Secured Party
All Rights Reserved, Without Prejudice



Gwendolyn Elmore, Authorized Representative
Principal In Fact—Secured Party
All Rights Reserved, Without Prejudice

Dated: February 20, 2014

STATE OF SOUTH CAROLINA

COUNTY OF BERKELEY

Wells Fargo Bank, N.A.,

Plaintiff(s),

vs.

Eugene Elmore, pro se,
Gwendolyn Elmore, pro se,

Defendant(s).

IN THE COURT OF COMMON PLEAS

Case No: 2011-CP-08-2434

NOTICE OF SETTLEMENT

FILED
2011 FEB 20 PM 3:22
MARK P. BROWN
CLERK OF COURT
BERKELEY COUNTY, S.C.

There is no dispute of the facts of this proceeding, and in holding certified verification of our acceptance and return, of the commercial dishonors of our acceptance of the plaintiff's offers, and the exchange having been completed, we, Eugene Elmore and Gwendolyn Elmore, holding a perfected security interest in the Debtors EUGENE ELMORE and GWENDOLYN ELMORE, named as Defendant(s) in this action and the WELLS FARGO BANK, N.A., (default), accept all charges both public and private. We, Eugene Elmore and Gwendolyn Elmore, having reduced our claim to judgment, deem this matter settled upon acceptance without need for attachment of additional collateral fixtures.

Eugene Elmore
Eugene Elmore, Authorized Representative
Principal In Fact—Secured Party
All Rights Reserved, Without Prejudice

Gwendolyn Elmore
Gwendolyn Elmore, Authorized Representative
Principal In Fact—Secured Party
All Rights Reserved, Without Prejudice

Dated: February 20, 2014

Appellant's Exhibits 1

UCC 1

UCC FINANCING STATEMENT UCC-1

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address)
<div style="border: 1px solid black; padding: 10px; width: fit-content; margin: 0 auto;"> <p>Eugene Elmore 162 Red Cypress Drive Goose Creek, SC 29445</p> </div>

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME						
OR	1b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
	Elmore		Eugene			
1c. MAILING ADDRESS			CITY	STATE	POSTAL CODE	COUNTRY
162 Red Cypress Drive			Goose Creek	SC	29445	USA

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME						
OR	2b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
2c. MAILING ADDRESS			CITY	STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME						
DEUTSCHE BANK NATIONAL TRUST COMPANY						
OR	3b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
3c. MAILING ADDRESS			CITY	STATE	POSTAL CODE	COUNTRY
60 Wall Street			New York	NY	10005	USA

4. COLLATERAL: This financing statement covers the following collateral:

This is a public notice that Eugene Elmore authorized representative of EUGENE ELMORE has external interest in the property as described: 162 Red Cypress Drive, Goose Creek SC 29445; as recorded on November 03, 2005 in Berkeley County Register of Deeds Instrument Number 2005-00037302 Vol. 5127 Pg: 245.

5. Check only if applicable and check only one box: Collateral is held in a Trust (see UCC1Ad, item 17 and Instructions) being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box: Public-Finance Transaction Manufactured-Home Transaction A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box: Agricultural Lien Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): Lessee/Lessor Consignee/Consignor Seller/Buyer Bailee/Bailor Licensee/Licenser

8. OPTIONAL FILER REFERENCE DATA:

By:

Appellant's Exhibits 2

Complaint

STATE OF SOUTH CAROLINA

COUNTY OF BERKELEY

Deutsche Bank National Trust Company, as
Trustee for Morgan Stanley Capital I Inc. Trust
2006-NC2,

Plaintiff,

vs:

Eugene Elmore; Gwendolyn Elmore a/k/a
Gwendolyn Beverly Frazier; Nadine Harpignies-
Rohn; the South Carolina Department of Revenue;
and the United States of America acting by and
through its agency The Internal Revenue Service,

Defendant(s).

IN THE COURT OF COMMON PLEAS

C/A NO.: 2011 - CP - 08 *2174*

LIS PENDENS

ACCEPTED FOR FILING
MARY P. BROWN
CLERK OF COURT
BERKELEY COUNTY, SC

FILED

NOTICE IS HEREBY GIVEN THAT an action has been or will be commenced in this Court upon complaint of the above-named Plaintiff against the above-named Defendant(s) for the foreclosure of a certain mortgage of real estate given by Eugene Elmore and Gwendolyn Elmore (a/k/a Gwendolyn Beverly Frazier) to Foundation Financial Group dated October 26, 2005 and recorded on November 3, 2005 in Book 5127 at Page 245, in the Berkeley County Registry, hereinafter Mortgage. Thereafter the Mortgage and its accompanying Promissory Note were transferred to the Plaintiff herein by assignment and/or corporate merger.

The premises covered and affected by the said Mortgage and by the foreclosure thereof were, at the time of the making thereof and at the time of the filing of this notice, more particularly described in the said Mortgage and are more commonly described as:

All that certain piece, parcel or lot of land, situate, lying and being in the City of Goose Creek, County of Berkeley, State of South Carolina, and being shown and designated as Lot 32, Block C, on that certain plat entitled, "Plat Tract A, Lots 15-39, Block C; Lots 12-20, Block F; lots 4-25, Block G and Lots 1-10, Block H, TMS 235-00-00-005, 18.891 acres lands of Woodland of Charleston, LLC., Woodland Lakes, City of Goose Creek, Berkeley County, SC", dated May 24, 2000 revised June 13, 2000 prepared by Foreberg Engineering and Surveying, Inc. recorded in the RMC Office for the Berkeley County on December 13, 2000 in Plat Cabinet O at Page 336A.

B&S No.: 11-17718

Being the same property conveyed from Pendley Construction, Inc. to Eugene Elmore and Gwendolyn Elmore by Deed, dated July 24, 2003, recorded in Book 3446, Page 132, recorded on July 24, 2003 in the RMC Office of Berkeley County, South Carolina.

TMS No. 234-08-02-010

Property Address: 162 Red Cypress Drive, Goose Creek, SC 29445-4013



Brian L. Campbell, SC Bar #74521
Suzanne E. Brown, SC Bar#76440
Jason L. Branham, SC Bar #72902
Mark A. Pearson, SC Bar #15926
Brock & Scott, PLLC
3800 Fernandina Road, Suite 110
Columbia, SC 29210
Phone 888-726-9953 Fax 866-676-7658
Attorneys for Plaintiff



ACCEPTANCE

Dated: 8/31/11
Wilmington, North Carolina

STATE OF SOUTH CAROLINA

COUNTY OF BERKELEY

Deutsche Bank National Trust Company, as
Trustee for Morgan Stanley Capital I Inc. Trust
2006-NC2,

Plaintiff,

vs.

Eugene Elmore; Gwendolyn Elmore a/k/a
Gwendolyn Beverly Frazier; Nadine Harpignies-
Rohn; the South Carolina Department of Revenue;
and the United States of America acting by and
through its agency The Internal Revenue Service,

Defendant(s).

IN THE COURT OF COMMON PLEAS

C/A NO.: 20 11 - CP - 002434

SUMMONS AND NOTICE

(Non-Jury)

FORECLOSURE
OF REAL ESTATE
MORTGAGE

ACCEPTED FOR FILING
2011 SEP 14 PM 1:06
MARY P. BROWN
CLERK OF COURT
BERKELEY, SOUTH CAROLINA

FILED

TO THE DEFENDANT(S) ABOVE NAMED:

YOU ARE HEREBY SUMMONED and required to appear and defend by answering the Complaint in this action, a copy of which is hereby served upon you, and to serve a copy of your Answer on the subscribers at their offices, 3800 Fernandina Road, Suite 110, Columbia, SC 29210, within thirty (30) days after the service hereof, exclusive of the day of such service; except that the United States of America, if named, shall have sixty (60) days to answer after the service hereof, exclusive of the day of such service; and if you fail to do so, judgment by default will be rendered against you for the relief demanded in the complaint.

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

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

YOU WILL ALSO TAKE NOTICE that Plaintiff will move for an Order of Reference or the Court may issue a general Order of Reference of this action to a Master-in-Equity/Special Referee, pursuant to Rule 53, of the South Carolina Rules of Civil Procedure.

YOU WILL ALSO TAKE NOTICE that under the provisions of South Carolina Code 29-3-100, effective June 16, 1993, any collateral assignment of rents contained in the attached mortgage is perfected

and Attorney for Plaintiff hereby gives notice that all rents shall be payable directly to it by delivery to its undersigned attorneys from the date of default. In the alternative, Plaintiff will move before a judge of this Circuit on the 10th day after service hereof, or as soon thereafter as counsel may be heard, for an Order enforcing the assignment of rents, if any, and compelling payment of all rents covered by such assignment directly to the Plaintiff, which motion is to be based upon the original note and mortgage and the Complaint attached hereto.



Brian L. Campbell, SC Bar #74521
Suzanne E. Brown, SC Bar#76440
Jason L. Branham, SC Bar #72902
Mark A. Pearson, SC Bar #15926
Brock & Scott, PLLC
3800 Fernandina Road, Suite 110
Columbia, SC 29210
Phone 888-726-9953 Fax 866-676-7658
Attorneys for Plaintiff

ACCEPTANCE
Suzanne E. Brown

Dated: 0/31/11
Wilmington, North Carolina

STATE OF SOUTH CAROLINA

COUNTY OF BERKELEY

IN THE COURT OF COMMON PLEAS

C/A No. 2011-CP-08 *Atz*

Deutsche Bank National Trust Company, as Trustee
for Morgan Stanley Capital I Inc. Trust 2006-NC2,

Plaintiff,

vs.

Eugene Elmore; Gwendolyn Elmore a/k/a
Gwendolyn Beverly Frazier; Nadine Harpignies-
Rohn; the South Carolina Department of Revenue;
and the United States of America acting by and
through its agency The Internal Revenue Service,

Defendant(s).

COMPLAINT

(Non-Jury)

FORECLOSURE
OF REAL ESTATE
MORTGAGE
(Deficiency Judgment Waiver)

MARY P. BROWN
CLERK OF COURT
BERKELEY COUNTY, SC

2011 SEP -1 PM 1:05

FILED

Accept For Value Return For Value
Exempt From Levy

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

1. Plaintiff Deutsche Bank National Trust Company, as Trustee for Morgan Stanley Capital I Inc. Trust 2006-NC2, is a business entity duly authorized to conduct business in the State of South Carolina.
2. Upon information and belief, the Defendants Eugene Elmore, Gwendolyn Elmore a/k/a Gwendolyn Beverly Frazier and Nadine Harpignies-Rohn are residents and citizens of the County of Berkeley, State of South Carolina, and Defendants South Carolina Department of Revenue; and the United States of America acting by and through its agency The Internal Revenue Service are Agencies of the State of South Carolina and Federal Government, respectively.
3. The real property hereinafter described, that is the subject of this action, is situated and located in the County of Berkeley, State of South Carolina, and this Court has proper jurisdiction over the subject matter and the parties of this action.
4. Heretofore, on October 26, 2005, Eugene Elmore (hereinafter "Borrower(s)") made, executed, and delivered to Foundation Financial Group (hereinafter "Lender") a certain Fixed Rate Note in writing (hereinafter "Note"), wherein and whereby Eugene Elmore promised to pay to Foundation Financial Group, the principal sum of \$170,100.00, together with interest at the rate of 9.675% per annum on the unpaid balance; said principal and interest being payable in monthly installments thereafter until the said Note is fully paid.

B&S No.: 11-17718

5. In order to secure the payment of said Note, the said Eugene Elinore and Gwendolyn Elmore (a/k/a Gwendolyn Beverly Frazier) (hereinafter "Mortgagor(s)"), did on the same date, to wit, October 26, 2005, make, execute, and deliver to Foundation Financial Group, its successors and assigns, a certain mortgage (hereinafter "Mortgage") securing the below described real property, including any and all improvements to the property, located in the County and State aforesaid (hereinafter "Property"):

All that certain piece, parcel or lot of land, situate, lying and being in the City of Goose Creek, County of Berkeley, State of South Carolina, and being shown and designated as Lot 32, Block C, on that certain plat entitled, "Plat Tract A, Lots 15-39, Block C; Lots 12-20, Block F; lots 4-25, Block G and Lots 1-10, Block H, TMS 235-00-00-005, 18.891 acres lands of Woodland of Charleston, LLC., Woodland Lakes, City of Goose Creek, Berkeley County, SC", dated May 24, 2000 revised June 13, 2000 prepared by Foreberg Engineering and Surveying, Inc. recorded in the RMC Office for the Berkeley County on December 13, 2000 in Plat Cabinet O at Page 336A.

Being the same property conveyed from Pendley Construction, Inc. to Eugene Elinore and Gwendolyn Elmore by Deed, dated July 24, 2003, recorded in Book 3446, Page 132, recorded on July 24, 2003 in the RMC Office of Berkeley County, South Carolina.

Parcel Number: 234-08-02-010

Property Address: 162 Red Cypress Drive, Goose Creek, SC 29445-4013

6. Said Mortgage was dated October 26, 2005 and recorded on November 3, 2005 in Book 5127 at Page 245, in the Berkeley County Registry.
7. Thereafter the Mortgage and its accompanying Promissory Note were transferred to the Plaintiff herein by assignment and/or corporate merger.
8. The Mortgage evidences and secures the repayment of money advanced by the Lender to, or on behalf of, the Mortgagor(s) and constitutes a valid first lien on the Property.
9. Subsequently, Eugene Elmore did make, execute and deliver to America's Servicing Company (servicer for the loan at the time of the modification), its successors and assigns, a certain Loan Modification Agreement, dated April 5, 2010, amending and supplementing the Note and Mortgage described above. By virtue of the Loan Modification Agreement, the unpaid principal balance was modified to \$195,457.00, together with interest at the rate of 5.5% per annum on the unpaid balance.
10. As required by an Administrative Order issued by the South Carolina Supreme Court dated May

22, 2009, the Plaintiff states that this loan is owned or guaranteed by Fannie Mae, or it is owned or guaranteed by FHLMC, or the Servicer has signed an agreement to participate in the Home Affordable Modification Program ("HMP"); however, Plaintiff alleges upon information and belief, that the loan does not qualify for a modification under the above foreclosure prevention program because the loan has been previously modified under the HMP.

11. Any notice required by the terms of the Mortgage or by State or Federal law has been given to the applicable defendant(s) prior to the commencement of this action.
12. In and by the terms of said Note and the Mortgage securing the same, it is provided, among other things, that on failure to pay any installment of either principal or interest or any portion thereof when due, or if any of the conditions and requirements in the Mortgage securing the same not be complied with, then the whole principal sum and accrued interest shall at the option of the legal holder thereof become at once due and payable without notice, and collectible by foreclosure.
13. In and by the terms of the said Note it is further provided that the maker thereof shall pay all collection costs including reasonable attorneys fees if the said Note be placed in the hands of an attorney for collection after default.
14. Plaintiff waives its right to a deficiency judgment as to any defendant for amounts due on the herein described note and mortgage.
15. The installments of principal and interest falling due from and after May 1, 2011, have not been paid although demand for the payment thereof has been made. The Plaintiff, as holder of the said Note and Mortgage, has and does hereby elect to declare the entire balance of said principal and interest due and payable at once; that there is now due and owing and unpaid upon the said Note and Mortgage the full and just principal sum of \$190,841.42, together with interest at the rate of 5.5% per annum, the current/modified rate of interest, from the date of the last payment, together with reasonable attorneys fees for the collection thereof and the costs of this action. Plaintiff may be forced to pay sums for taxes, insurance and costs for securing the property, which sums, according to the terms of the Mortgage, should be added to the amount of the debt.
16. Upon information and belief, said information having been obtained from the records of Berkeley

County, South Carolina, the Defendant(s) below named has/have or may claim to have some interest in or lien upon the Property by virtue of the matters and things herein below alleged, to-wit:

- A. The Defendant, Nadine Harpignies-Rohn, has or may claim to have some interest in the Property by virtue of a judgment lien against Eugene Elmore & Gwen Elmore, in the original principal amount of \$2,307.57, which lien was recorded/filed in the Berkeley County Records on 12/10/2003 in case 03-CP-08-02788. Upon information and belief, said lien has been paid in full but never satisfied of record and should be removed from the title to the Property upon the entry of a judicial order.
- B. The Defendant, South Carolina Department of Revenue, has or may claim to have some interest in the Property by virtue of a revenue tax lien against Eugene Elmore, in the original principal amount of \$14,647.83, which lien was recorded/filed in the Berkeley County Records on 11/14/2005 in Book 35, at page 264 for lien #3-50655373-5. Said lien is junior and subordinate to Plaintiff's mortgage and should be removed from the title to the Property upon the completion of a properly held foreclosure sale of the Property..

WHEREFORE, Plaintiff prays judgment that:

1. The amount due upon the said Note and Mortgage held by the Plaintiff be ascertained and determined under the direction of this Court, together with attorney's fees and costs of this action.
2. Appoint a Receiver to collect the rents, issue, profits or designated sums from the mortgagor(s), and/or the grantee(s) of the mortgagor(s), and/or tenant(s) occupying or exercising control over the mortgaged premises and hold the same subject to the further order of this Court.
3. Plaintiff's Mortgage be declared a valid first lien and that 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 or which may be or have been paid by Plaintiff, together with attorney's fees and for the costs of this action.
4. The Property be sold according to law and the practice of this Court, the equity of redemption be barred and that the proceeds of sale be applied as follows:

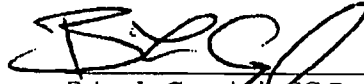
First, to the costs and expenses of the within action and said sale;

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

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

5. For such other and further relief as may be just and proper.

FURTHER, in the event the successful bidder (at the time of this foreclosure sale) is other than the Defendant(s) in possession herein, the Sheriff of Berkeley County will be ordered and directed to eject and remove from the premises the occupants of the property sold, together with all personal property located therein, and put the successful bidder or his assigns in full, quiet and peaceable possession of said Property without delay, and to keep the successful bidder or his assigns in such peaceable possession.



Brian L. Campbell, SC Bar #74521
Suzanne E. Brown, SC Bar#76440
Jason L. Brantam, SC Bar #72902
Mark A. Pearson, SC Bar #15926
Brock & Scott, PLLC
3800 Fernandina Road, Suite 110
Columbia, SC 29210
Phone 888-726-9953 Fax 866-676-7658
Attorneys for Plaintiff

Dated: 8/31/11
Wilmington, North Carolina

Appellant's Exhibits 3

Bill of Exchange

Invoice No: EE001

Registered Mail # RR 663 048 363 US

Jacob Lew
Department of the Treasury
1500 Pennsylvania Ave., NW
Washington, DC 20220

Non-Negotiable

Re: Currency Exchange in Accord with Public Policy

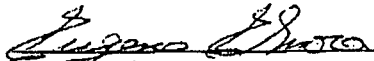
Attention: Jacob Lew, Respondent

Enclosed, the Undersigned, Harvey Ross, herewith accepts for value the enclosed presentments and all related endorsements front and back, in accordance with Accommodation, Public Policy and UCC @1-104 and 10-104. Charge the Undersigned's Treasury Account Employer Identification Number 24-9866015 for appropriate registration fees and command the Memory of account 249866015 to charge the same to the Debtor's Order, or to Respondent's Order.

The total amount of this Non-Negotiable Bill of Exchange in the enclosed filing is _____ . Please adjust the Undersigned's Treasury Account forthwith.

In the event Respondent requires further information or assistance from the Undersigned, please write to the Undersigned at the mailing location provided herein and herewith. Until then I am.....

Very truly yours,



Eugene Elmore
c/o 162 Red Cypress Drive
Goose Creek, SC 29445
Employer ID# 24-9866015



COPY

**Non-Negotiable
Charge back**

Invoice #EE001
Date 02/20/14

Jacob Lew
1500 Pennsylvania Ave., NW
Washington, DC 20220

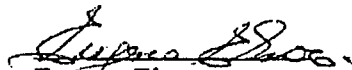
Dear Mr. Lew,

I accept for value all related endorsements in accordance with Accommodation and Public Policy. Charge my Treasury Account Employer Identification Number 24-9866015 for the registration fees and command the memory of account 249866015 and charge the same to the debtor's Order, or your Order.

The total amount of this Non-Negotiable Acceptance for Value in the enclosed filing is _____.

Thank you for your help in this matter. If assistance is needed, please feel free to contact me. Until then I am...

Very truly yours,



Eugene Elmore
c/o 162 Red Cypress Drive
Goose Creek, SC 29445

 COPY

Registered Mail # RR 663 048 363 US
Pre-Paid – Preferred Stock
Priority – Exempt from Levy

Encl: Currency Exchange
Bill of Exchange with 1040-ES Attached
Collateral copy
cc: file, collateral

Date: 02/20/14

Invoice # EE001

Registered Mail # RR 663 048 363 US

Non-Negotiable Bill of Exchange

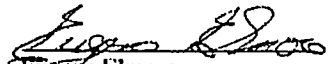
Account # 249866015

Re: "Non-Negotiable Acceptance of Inconsideration and Request Inconsolation in Accord with UCC 3-419 and HJR-192 of 5 June 1933, and Registered Adjustment of Account:

COLLATERAL: Simmons, Citation, Complaint

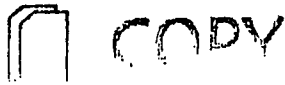
Value of Bill: _____ The Undersigned accepts for value (all endorsements/considerations front and back and includes those in accord with UCC 3-419) as evidence with the herein Bill of Exchange to UCC Contract Account numbered 249866015, in the amount listed above, and is part of the Undersigned's tax estimate for use by the Republic, and the account is charged for the fees necessary for securing and registration (for the priority exchange for the tax exemption to discharge the public liability is accord with HJR-192 of 5 June 1933) of the Undersigned's (preferred stock/unalienable) rights. The Undersigned directs commanding the memory of account numbered 249866015 charging the same to the debtor's order or the Secretary of the Treasury's order. Until then I am...

Very truly yours,



Eugene Elmore
c/o 162 Red Cypress Drive
Goose Creek, SC 29445

c- Jacob Lew
file
collateral



.....
Please detach

.....
Please detach

STUB

STUB

Return to: Eugene Elmore
c/o 162 Red Cypress Drive
Goose Creek, SC 29445

Date: 02/20/14
Registered Mail # RR 663 048 363 US
Collateral: Simmons, Lis Pendens, Complaint
Value of Bill: \$ _____

Invoice #EE001
Account # 249866015

STUB


STUB

Certificate of Appellant

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

January 30, 2015

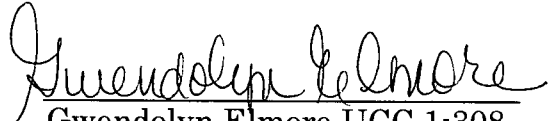
/s/



Eugene Elmore UCC 1-308
162 Red Cypress Drive
Goose Creek, South Carolina
29445
(843) 751-7543

January 30, 2015

/s/



Gwendolyn Elmore UCC 1-308
162 Red Cypress Drive
Goose Creek, South Carolina
29445
(843) 751-7543

RECEIVED

JAN 30 2015

SC Court of Appeals

PROOF OF SERVICE

We hereby certify that we forwarded by Certified Mail the attached RECORD ON APPEAL to the following location(s) on this 30th day of January, 2015:

Deutsche Bank National Trust
60 Wall Street, 37th Floor
New York, New York 10005

S. Sterling Laney, III, Esq
M. Todd Carroll, Esq
1727 Hampton Street
Columbia, SC 29210
Telephone: (803) 454-6504
[ATTORNEY FOR THE RESPONDENT]

RECEIVED

JAN 30 2015

SC Court of Appeals

BY: Eugene Elmore
Eugene Elmore UCC 1-308
162 Red Cypress Drive
Goose Creek, South Carolina 29445
(843) 751-7543

BY: Gwendolyn Elmore
Gwendolyn Elmore UCC 1-308
162 Red Cypress Drive
Goose Creek, South Carolina 29445
(843) 751-7543