

*Received 3-18-15  
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STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF SPARTANBURG )

IN THE COURT OF COMMON PLEAS  
SEVENTH JUDICIAL CIRCUIT

Provident Community Bank, )  
 )  
Plaintiff, )

C/A No. 2012-CP-42-00665

v. )

ORDER

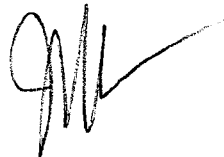
Delbert R. Tangeman, T&T )  
Investments of Spartanburg, LLC, )  
Barry D. Mallek, Alice R. Mallek, )  
Bureaus Investment Group # 8, )  
LLC and Donald C. Coggins, Jr., )  
\_\_\_\_\_ )

**RECEIVED**  
MAR 25 2015  
SC Court of Appeals

FILED  
CLERK OF COURT  
SPARTANBURG COUNTY  
M. HOPE BLACKLEY  
2014 OCT -3 PM 2:23

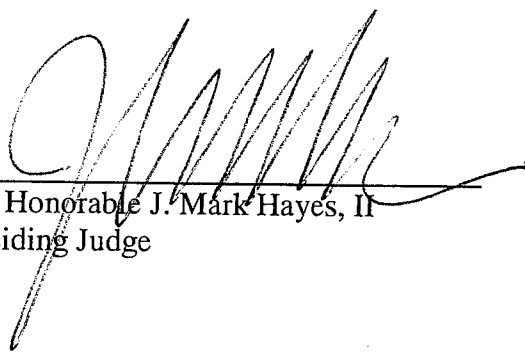
On September 24, 2013, I entered an order referring this foreclosure action to the Spartanburg County Master in Equity for further proceedings. Defendant Delbert Tangeman timely filed a motion for reconsideration of that order. I deferred ruling on Defendant's motion for reconsideration while the parties attempted to negotiate a resolution of their dispute. I have now been informed that the parties were unable to resolve their dispute. Thus, it is appropriate for me to rule on Defendant Tangeman's motion for reconsideration.

Based upon the review of my prior order of reference and the other materials in the case record, I find and conclude that Defendant's motion for reconsideration should be denied. Defendant has not asserted any new evidence for the court to consider, nor has Defendant brought to the court's attention any argument or issue that I supposedly overlooked or misapprehended in my original order. The matters asserted in Defendant's motion for reconsideration appear to raise defenses to foreclosure, rather than counterclaims entitling Defendant to a jury trial.



IT IS ORDERED that Defendant's motion for reconsideration be, and is hereby, denied.

10/3, 2014.



The Honorable J. Mark Hayes, II  
Presiding Judge

4823-5681-1806, v. 1

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SPARTANBURG COUNTY  
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M. HOPE BLACKLEY

**From:** dtangeman@charter.net  
**To:** "Keith Martens" <keith.martens@hamiltonmartens.com>, dtangeman@charter.net  
**Cc:** "Debbie Helms" <debbie.helms@hamiltonmartens.com>  
**Date:** 01/28/2015 10:26:15 EST  
**Subject:** RE: Provident Community Bank v. Tangeman

**Mr. Keith Martens,**

**Good Morning. I got back from a short out of town trip and found this in my email. I was shocked to learn that that Judge Hayes did not notify me that he denied my motion to reconsider...he will lose that case in the court of appeals which you both well know... worse yet, the manner in which you, the bank, and Judge Hayes have handled this sets you all up in which you are each culpable in a case for EXTRINSIC & INTRINSIC FRAUD .You may continue to send me emails to this email address. However please send me all communication previously sent to my old email address including Judge Hayes's denial of my request for reconsideration via registered mail, return receipt requested, overnight mail. The post mark must include the date of your mailing. I have yet to receive Judge Hayes's order.**

On Mon, Jan 19, 2015 at 9:19 AM, Keith Martens wrote:

Mr. Tangeman,

Good morning. I would very much like to speak with you regarding this matter. This email constitutes settlement discussions. Nothing in this email constitutes an admission of any kind, and nothing in this email may be utilized for any purpose other than settlement.

Judge Hayes recently denied your motion for reconsideration, and entered an order referring this case to the Spartanburg County Master in Equity. We have not yet requested a hearing before the Master in Equity, primarily because my client would like to resolve this matter if possible.

My client would like to propose the following resolution of the current litigation:

1. The smaller of the two loans (I believe the one ending in -908) would be marked as fully satisfied, and Park Sterling Bank (successor to Provident) would release its mortgage covering the collateral for that loan (I believe the collateral is 206-208 Brookside Drive, Duncan, SC).
2. The larger of the two loans (I believe the one ending in -970) would be marked as current, and you would continue to make regular payments subject to the terms of your written promissory note. Park Sterling Bank would continue to hold a mortgage covering the collateral for that loan (I believe the collateral is 210 – 212 Brookside Drive, Duncan, SC).
3. Taxes previously advanced by Provident Community Bank on the larger of the two loans (one ending in -970(?)) would be added to the loan's

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 CLERK OF COURT

principal balance – I do not have this precise number readily available, but will provide it to you if you are interested in considering this proposal.

4. Taxes previously advanced by Provident Community Bank on the smaller of the two loans (one ending in -908(?)) would be forgiven.
5. Both sides would stipulate to the dismissal of the pending lawsuit, and of all claims asserted in the lawsuit.

Please let me know if you are interested in this proposal. I believe it is in both parties' interest to resolve this matter. Please give me a call (number below) if you would like to discuss this proposal in more detail, or if you have any questions or concerns.

**W. Keith Martens**  
**Hamilton Martens Ballou & Carroll, LLC**  
**Attorneys at Law**  
**130 East Main Street (29730)**  
**Post Office Box 10940 (29731)**  
**Rock Hill, South Carolina**  
**Direct Dial: 803.329.7662**  
**Facsimile: 803.329.7678**  
[www.hamiltonmartens.com](http://www.hamiltonmartens.com)  
[keith.martens@hamiltonmartens.com](mailto:keith.martens@hamiltonmartens.com)

This message is intended solely for the addressees and may contain confidential and privileged information. If you have received this message in error, please notify me immediately by electronic mail or telephone.

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2015 JAN 30 PM 3:42  
M. HOPE BLACKLEY

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF SPARTANBURG )

IN THE COURT OF COMMON PLEAS  
SEVENTH JUDICIAL CIRCUIT

**RECEIVED**

Provident Community Bank, )  
 )  
Plaintiff, )

C/A No. 2012-CP-42-00665 MAR 25 2015

**SC Court of Appeals**

v. )

MOTION TO RECONSIDER

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Delbert R. Tangeman, T&T )  
Investments of Spartanburg, LLC, )  
Barry D. Mallek, Alice R. Mallek, )  
Bureaus Investment Group # 8, )  
LLC and Donald C. Coggins, Jr., )

**Honorable Judge Hayes:**

**I pray the court to consider the following reasons for defendant's**

**“MOTION TO RECONSIDER:”**

First of all, let it be established that your Honors “Order” was received in my mail box on Thursday, the 19<sup>th</sup> of September, 2013, and was opened by defendant on Friday the 20<sup>th</sup> of September. It is my understanding that the defendant has **10 days** to file his **“motion to reconsider.”** This “Motion” will be filed today, September 27, 2013, the 8<sup>th</sup> day after your “Order” was received.

1. According to the rules governing federal civil procedure, a defendant usually is required to make a counterclaim in answer if the counterclaim arises from the same transaction or contract or occurrence on which the plaintiff is suing. **It is my understanding that such is called a compulsory counterclaim because the claim is made in response to the plaintiff's complaint. In other words, if the defendant were bringing a separate law suit, the assertions would be exactly the same had the plaintiff not already begun the action. That is why rule 13a reads in part, “if it arises out of the transaction or occurrence that is the subject matter of the opposing party's claim” ----If a claim against the plaintiff is based entirely on a different event or circumstance, that might be called a “permissive counterclaim.”**

Therefore, when the defendant believed he cured the contract defaults between the parties upon the payment of \$45,000.00 to the plaintiff (see defendant's counter claim # 1 no matter how so ever brief the counterclaim, it is none the less, “compulsory”) as required in their contract with each other, the defendant had every reason to believe that **“cured” indeed meant “cured.”** It is neither fair nor justice to change the meaning of “Cured” AFTER THE FACT, which it appears the plaintiff is attempting to do.

Defendant understands why the Plaintiff wants the trial put in the fast tract to seize the Defendants properties, but to claim non-compulsory may be a **form of perjury** and there are ample rules against such. The matter therefore before the court is a contract dispute deserving a trial by Jury (See 17 (a) Am. Jur. 2d Contracts 680 (1991).

2. Defendant's second cause for his "**motion to reconsider**" is based upon the **maturity of the contract binding the parties**, which matured March 1, 2011. Ref. To counterclaim number 3, though brief is none the less compulsory.

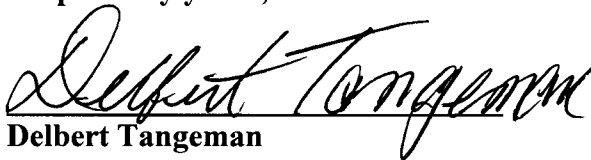
Contract law governs what happens when the contract breaks down as well as establishing what the terms of the contract are when a dispute arises. **Why didn't the "Cure" work? Why wasn't the defendant notified that the "Cure" was Inadequate? It seems the Plaintiffs are attempting to circumvent the contract with unambiguous language, yet pursuant to Hood v. Gordy Homes, Incl, 267 F 2d. 882 (4<sup>th</sup> Circuit 1959) they cannot do so. The Hood Court held that the party who had prepared the contract could not circumvent unambiguous conditions in the contract.**

The matter therefore before the court this day is **not a matter of equity** for the **Master in equity to hear**, but is instead a clarification of the conditions within the contract by which a real "**Cure**" can occur. The defendant is financially able and very much disposed to come to terms with the plaintiff and satisfy the terms of the contract between us. The defendant was making \$2000.00 per month in payments to the defendants long before the loop sum of \$45,000.00 was paid to cure the loans. Furthermore, there are conflicting statements coming from the Provident Community Bank as to the amounts actually owed.

3. Defendant's counterclaim number (4) for now will it please the court to preserve this for pleadings at another time?

In as much as Items 1. And 2. above though brief they were are, they could never-the-less stand alone as a law suit against the Plaintiff had the Plaintiff not already begun the action, Therefore, defendant Tangeman's counterclaim is compulsory and the **Order of Reference** must be denied (see Rule 53 S.C. R. Civ. P. (Any party [to a referred action] may request a jury on all issues triable of right by a jury, and upon the filing of a jury demand, the matter shall be returned to the circuit court.") Defendant Tangeman so prays the court to deny the Order of Reference.

Respectfully yours,



Delbert Tangeman  
104 Riverside Lane  
Duncan, SC 29334  
864-303-4282

September 27, 2013

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SPARTANBURG, SC  
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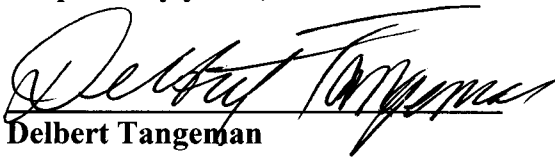
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Duncan, SC 29334  
864-303-4282

September 27, 2013

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