

**THE STATE OF SOUTH CAROLINA
APPEAL FROM ORANGEBURG COUNTY
Court of Common Pleas**

O. Davie Burgdorf, Master-In-Equity

Case No. 2007-CP-38-00807

RECEIVED

AUG 10 2012

SC Court of Appeals

**Laura T. Toney A/K/A Laurie T. Toney and Deutsche
Bank National Trust Company.....Defendants,**

**Of Whom Laura T. Toney A/K/A Laurie T.
Toney.....Appellant.**

VS.

**LaSalle Bank National Association, trustee for Lehman
Brothers Structured Asset Investment Loan Trust
Sail 2005-2.....Respondent.**

MOTION FOR AN ABEYANCE

The Appellant respectfully requests an Abeyance in the above case for the following:

The Appellant has discovered some new information that another court will have to address in this case. An Abeyance in this case is necessary in order for the Appellant to address these issues in another court.

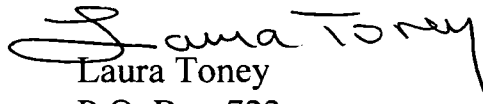
It was discovered that there may be Mortgage Fraud involved in this loan and Foreclosure. The Appellant was advised to submit all loan documents to the FBI, HUD, and several other agencies for an investigation.

The Appellant is enclosing a copy of the new Complaint. The Appellant has not submitted documents to the FBI, HUD and other agencies as of yet.

I will be communicating this to the Korn Law Firm and the Scott Law Firm with hopes of some kind of mutually agreed resolution.

For the reasons stated above, the Appellant prays that the above case can be held in abeyance until other matters are resolved.

August 10, 2012



Laura Toney
P.O. Box 722
Bishopville, SC 29010

CC: Korn Law Firm
Scott Law Firm

THE STATE OF SOUTH CAROLINA
APPEAL FROM ORANGEBURG COUNTY
Court of Common Pleas

O. Davie Burgdorf, Master-In-Equity

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**Laura T. Toney A/K/A Laurie T. Toney and Deutsche
Bank National Trust Company.....Defendants,**

**Of Whom Laura T. Toney A/K/A Laurie T.
Toney.....Appellant.**

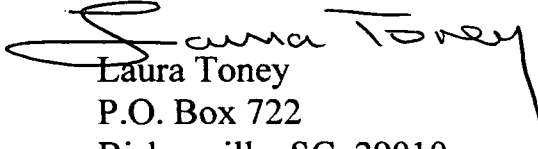
VS.

**LaSalle Bank National Association, trustee for Lehman
Brothers Structured Asset Investment Loan Trust
Sail 2005-2.....Respondent.**

CERTIFICATE OF MAILING

This is to certify that I, Laura Toney, did mail a copy of the Motion for An Abeyance via United States Postal Service to Korn Law Firm addressed as follows: P.O. Box 11264, Columbia, SC 29211 and Scott Law Firm, and Scott Law Firm addressed as follows: P.O. Box 2065, Columbia, SC 29202, on August 10, 2012.

August 10, 2012


Laura Toney
P.O. Box 722
Bishopville, SC 29010
(803) 459-6006

CC: Korn Law Firm

Scott Law Firm

STATE OF SOUTH CAROLINA)

COUNTY OF ORANGEBURG)

Laura T.Toney a/k/a Laura Ann Toney)
Plaintiff(s))

vs.)

IN THE COURT OF COMMON PLEAS

CIVIL ACTION COVERSHEET

-CP - -

Deutsche Bank National Trust
Company As Trustee For the
Holders of New Century
Home Equity Loan Trust,
Series 2005-A, Asset Backed
Pass-Through Certificates;

LaSalle Bank National
Association, Trustee for
Lehman Brothers Structured
Asset Investment Loan Trust
Sail 2005-2;

All Persons Unknown, Claiming
Any Legal or Equitable right,
Title, Estate, Lien, Or Interest In the
Property Described in the Complaint,
Adverse To Plaintiff's Title Thereto;
REFERRED TO AS Doc.1

Defendant(s))

(Please Print)
Submitted By: Laura Toney, Pro Se
Address: P.O. Box 722 Bishopville, SC 29010
(803) 459-6006

SC Bar #:
Telephone #:
Fax #:
Other:
E-mail:

NOTE: The cover sheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for the use of the Clerk of Court for the purpose of docketing. It must be filled out completely, signed, and dated. A copy of this cover sheet must be served on the defendant(s) along with the Summons and Complaint.

DOCKETING INFORMATION (Check all that apply)

*If Action is Judgment/Settlement do not complete

- JURY TRIAL demanded in complaint. NON-JURY TRIAL demanded in complaint.
- This case is subject to ARBITRATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
- This case is subject to MEDIATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
- This case is exempt from ADR. (Proof of ADR/Exemption Attached)

NATURE OF ACTION (Check One Box Below)

- | | | | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>Contracts</p> <ul style="list-style-type: none"> <input type="checkbox"/> Constructions (100) <input type="checkbox"/> Debt Collection (110) <input type="checkbox"/> Employment (120) <input type="checkbox"/> General (130) <input type="checkbox"/> Breach of Contract (140) <input type="checkbox"/> Other (199) | <p>Torts - Professional Malpractice</p> <ul style="list-style-type: none"> <input type="checkbox"/> Dental Malpractice (200) <input type="checkbox"/> Legal Malpractice (210) <input type="checkbox"/> Medical Malpractice (220) Previous Notice of Intent Case #
20____-CP-_____-_____ <input type="checkbox"/> Notice/ File Med Mal (230) | <p>Torts - Personal Injury</p> <ul style="list-style-type: none"> <input type="checkbox"/> Assault/Slander/Libel (300) <input type="checkbox"/> Conversion (310) <input type="checkbox"/> Motor Vehicle Accident (320) <input type="checkbox"/> Premises Liability (330) <input type="checkbox"/> Products Liability (340) <input type="checkbox"/> Personal Injury (350) | <p>Real Property</p> <ul style="list-style-type: none"> <input type="checkbox"/> Claim & Delivery (400) <input type="checkbox"/> Condemnation (410) <input type="checkbox"/> Foreclosure (420) <input type="checkbox"/> Mechanic's Lien (430) <input type="checkbox"/> Partition (440) <input checked="" type="checkbox"/> Possession (450) |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

Other (299)

Wrongful Death (360)
 Other (399)

Building Code Violation (460)
 Other (499) Quiet Title and Conversion

Inmate Petitions

- PCR (500)
- Mandamus (520)
- Habeas Corpus (530)
- Other (599)

Judgments/Settlements

- Death Settlement (700)
- Foreign Judgment (710)
- Magistrate's Judgment (720)
- Minor Settlement (730)
- Transcript Judgment (740)
- Lis Pendens (750)
- Transfer of Structured Settlement Payment Rights Application (760)
- Other (799)

Administrative Law/Relief

- Reinstate Driver's License (800)
- Judicial Review (810)
- Relief (820)
- Permanent Injunction (830)
- Forfeiture-Petition (840)
- Forfeiture—Consent Order (850)
- Other (899)

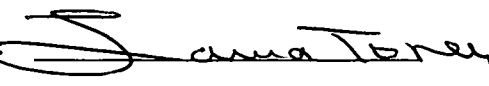
Appeals

- Arbitration (900)
- Magistrate-Civil (910)
- Magistrate-Criminal (920)
- Municipal (930)
- Probate Court (940)
- SCDOT (950)
- Worker's Comp (960)
- Zoning Board (970)
- Public Service Commission (990)
- Employment Security Comm (991)
- Other (999)

Special/Complex /Other

- Environmental (600)
- Automobile Arb. (610)
- Medical (620)
- Other (699)
- Pharmaceuticals (630)
- Unfair Trade Practices (640)
- Out-of State Depositions (650)
- Motion to Quash Subpoena in an Out-of-County Action (660)
- Sexual Predator (510)

Submitting Party Signature:



Date: August 10, 2012

Note: Frivolous civil proceedings may be subject to sanctions pursuant to SCRCR, Rule 11, and the South Carolina Frivolous Civil Proceedings Sanctions Act, S.C. Code Ann. §15-36-10 et. seq.

FOR MANDATED ADR COUNTIES ONLY

Allendale, Anderson, Beaufort, Clarendon, Colleton, Florence, Greenville, Hampton, Horry, Jasper, Lee, Lexington, Pickens (Family Court Only), Richland, Sumter, Union, Williamsburg, and York

SUPREME COURT RULES REQUIRE THE SUBMISSION OF ALL CIVIL CASES TO AN ALTERNATIVE DISPUTE RESOLUTION PROCESS, UNLESS OTHERWISE EXEMPT.

You are required to take the following action(s):

1. The parties shall select a neutral and file a "Proof of ADR" form on or by the 210th day of the filing of this action. If the parties have not selected a neutral within 210 days, the Clerk of Court shall then appoint a primary and secondary mediator from the current roster on a rotating basis from among those mediators agreeing to accept cases in the county in which the action has been filed.
2. The initial ADR conference must be held within 300 days after the filing of the action.

Pre-suit medical malpractice mediations required by S.C. Code §15-79-125 shall be held not later than 120 days after all defendants are served with the "Notice of Intent to File Suit" or as the court directs. (Medical malpractice mediation is mandatory statewide.)

Cases are exempt from ADR only upon the following grounds:

Special proceeding, or actions seeking extraordinary relief such as mandamus, habeas corpus, or prohibition;

Requests for temporary relief;

Appeals

Post Conviction relief matters;

Contempt of Court proceedings;

Forfeiture proceedings brought by governmental entities;

Mortgage foreclosures; and

Cases that have been previously subjected to an ADR conference, unless otherwise required by Rule 3 or by statute.

In cases not subject to ADR, the Chief Judge for Administrative Purposes, upon the motion of the court or of any party, may order a case to mediation.

Motion of a party to be exempt from payment of neutral fees due to indigency should be filed with the Court within ten (10) days after the ADR conference has been concluded.

Please Note: You must comply with the Supreme Court Rules regarding ADR. Failure to do so may affect your case or may result in sanctions.

**STATE OF SOUTH CAROLINA
COUNTY OF ORANGEBURG**

**IN THE COURT
COMMON PLEAS**

Laura T. Toney a/k/a

Lis Pendens

Laura Ann Toney,

Plaintiff,

VS.

**Deutsche Bank National Trust
Company As Trustee For the
Holders of New Century
Home Equity Loan Trust,
Series 2005-A, Asset Backed
Pass-Through Certificates;**

**LaSalle Bank National
Association, Trustee for
Lehman Brothers Structured
Asset Investment Loan Trust
Sail 2005-2;
All Persons Unknown, Claiming
Any Legal or Equitable right,
Title, Estate, Lien, Or Interest In the
Property Described in the Complaint,
Adverse To Plaintiff's Title Thereto;
REFERRED TO AS DOE;
DEFENDANTS.**

LOT NO. 1: All that certain piece, parcel or lot of land, together with the improvements thereon, if any, situate, lying and being in the City of Orangeburg, State of South Carolina, being more particularly shown and delineated on a plat thereof by Donald J. Smith, Jr., Inc., approved by Donald J. Smith, Jr., RLS, and duly recorded in the office of the RMC for Orangeburg County, in PLAT Book 72-S at Page 209, and all metes, bounds, courses, distances and directions as are shown on the said plat are specifically incorporated as a part of this legal description as if stated herein verbatim.

Derivation: This being the same property first conveyed to Carrie Bell Thomas by deed from Michael Leroy Thomas, Probate File No. 2002-ES-38-151, recorded in Book 982, at page 111, in the ROD Office for Orangeburg County, South Carolina Records, dated October 2, 2003, and recorded October 6, 2003, in Deed Book 1006, at Page 315, in the ROD Office for Orangeburg County, South Carolina Records.

Property Address: 410 Nature Lane, Orangeburg County, South Carolina 29117

LOT NO. 2: All that certain piece, parcel or lot of land, together with the improvements thereon, if any, situate, lying and being in the City of Orangeburg, South Carolina, being shown as portions of Lots 26, 27 and 29, boulevard Terrance, containing 0.10 acres, more or less, as shown on that plat of survey prepared for Angela Spigner by Donald J. Smith, Jr., Inc., RLS, dated January 27, 1996 and recorded in the Office of the RMC for Orangeburg County in Plat Book 75-S at Page 332. Being bounded and measuring generally as follows: On the Northeast by Lot No. 29, property now or formally of Jerold Keitt, measuring thereon 58.40 feet; on the Southeast by Spring Stret measuring thereon 60.92 feet; and on the Northwest by Lot 6, block "B" property now or formally of Lamar Judy, measuring thereon 74.98 feet.

Derivation: This being the same property first conveyed to Carrie Bell Thomas by Deed of Distribution of the Estate of Michael Leroy Thomas, Probate File No. 2002-ES-38-151, recorded in Book 982, at Page 111, in the ROD Office for Orangeburg County, South Carolina Records. Most recently conveyed to Laura T. Toney by deed from Carrie Bell Thomas, dated October 2, 2003, and recorded October 6, 2003, in Deed Book 1006, at Page 315, in the ROD Office for Orangeburg County, South Carolina Records.

This conveyance is made subject to any and all existing reservations easements, right-of-way, zoning ordinances, and restrictive or protective covenants that may appear of record or on the premises.

TMS No. 0173-06-16-009 (Real Property)

Property Address:
1030 Spring Street
Orangeburg, South Carolina 29117

**STATE OF SOUTH CAROLINA
COUNTY OF ORANGEBURG**

**IN THE COURT
COMMON PLEAS**

Laura T. Toney a/k/a

SUMMONS

Laura Ann Toney;

Plaintiff;

VS.

**Deutsche Bank National Trust
Company As Trustee For the
Holders of New Century
Home Equity Loan Trust,
Series 2005-A, Asset Backed
Pass-Through Certificates;**

**LaSalle Bank National
Association, Trustee for
Lehman Brothers Structured
Asset Investment Loan Trust
Sail 2005-2;
All Persons Unknown, Claiming
Any Legal or Equitable right,
Title, Estate, Lien, Or Interest In the
Property Described in the Complaint,
Adverse To Plaintiff's Title Thereto;
REFERRED TO AS DOE;**

DEFENDANTS.

TO THE DEFENDANTS ABOVE NAMED:

YOU ARE HEREBY SUMMONED and required to answer the Complaint in this action, a copy of which is herewith served upon you, and to serve a copy of your answer to the said Complaint on the Plaintiff, Laura A. Toney, P.O. Box 722, Bishopville, South Carolina 29010, within thirty (30) days after the service hereof, exclusive of the day of such services; and, if you fail to answer the Complaint within the time aforesaid, a judgment by Default will be rendered against you for the relief demanded in the Complaint. Your answer must be in writing and signed by you or your attorney and must state your address or the address of your attorney, if your attorney, if signed by your attorney.

**Laura A. Toney
P.O. Box 722
Bishopville, SC 29010
(803) 459-6006**

**Bishopville, South Carolina
August 10, 2012**

**STATE OF SOUTH CAROLINA
COUNTY OF ORANGEBURG**

**IN THE COURT OF
COMMON PLEAS**

COMPLAINT

Laura T. Toney a/k/a

Laura Ann Toney,

Plaintiff,

VS.

**Deutsche Bank National Trust
Company As Trustee For the
Holders of New Century
Home Equity Loan Trust,
Series 2005-A, Asset Backed
Pass-Through Certificates;**

**LaSalle Bank National
Association, Trustee for
Lehman Brothers Structured
Asset Investment Loan Trust
Sail 2005-2;**

**All Persons Unknown, Claiming
Any Legal or Equitable right,
Title, Estate, Lien, Or Interest In the
Property Described in the Complaint,
Adverse To Plaintiff's Title Thereto;
REFERRED TO AS DOE;**

DEFENDANTS.

- (1) Wrongful
Foreclosure;**
 - (2) Negligence;**
 - (3) Mortgage
Fraud;**
 - (4) To Void or
Cancel Sale;**
 - (5) To Set Aside
Sale;**
 - (6) Quiet Title;**
 - (7) To Void or
Assignment
Mortgage;**
 - (8) Slander of
Title**
- (JURY TRIAL
DEMANDED)**

**TO THIS HONORABLE COURT, ALL PARTIES AND
THEIR ATTORNEYS OF RECORD HEREIN:**

PARTIES

1. Deutsche Bank National Trust Company is an organized Bank and exists under the laws of the State of California doing business in the State of South Carolina.
2. LaSalle Bank National Association is an organized Bank and exists under the laws of Illinois doing business in the State of South Carolina.
3. "All persons unknown, claiming any legal or Equitable Right, title, Estate, Lien, or interest in the property described in the Complaint Adverse to Plaintiff's Title Thereto are sued herein pursuant to South Carolina Code of Civil Procedure."

4. Plaintiff does not know the true names and capacities of other Defendants and herein as DOE, inclusive, and therefore sues said DOE Defendants by fictitious names. Plaintiff will amend this Complaint to set forth the true names and capacities of each DOE Defendant when same are ascertained.
5. Plaintiff is informed and believes and based on such information and belief that Defendants Deutsche Bank and LaSalle National Bank at all material times have been, the agents, servants or employees of each other, purporting to act within the scope of said agency, service of employment in performing the acts and omitting to act as averred herein collectively referred to as the "Foreclosing Agents."
6. Each of the Defendants named herein are believed to, and are alleged to have been acting in concert with, as employee, agent, co-conspirator and member of a joint venture of, each of the other Defendants, and are therefore alleged to be jointly and severally liable for the claims set forth herein except as otherwise alleged.

GENERAL ALLEGATIONS

7. The Plaintiff secured a loan with Countrywide mortgaging only Lot 2 as referred to in the legal description located in the Lis Pendens. The Mortgage was later assigned to Deutsche Bank. The Defendant, Deutsche Bank, through its agents failed to diligently perform the title search correctly and erroneously included in the mortgage Lots 1 and 2. Lot 1 in an entirely different property located at 410 Nature Lane, Orangeburg County, South Carolina. Lot 2 is property located at 1030 Spring Street, Orangeburg, South Carolina. The Plaintiff also secured a loan with LaSalle Bank securing only the property at 410 Nature Lane in Orangeburg, South Carolina.
8. The Defendants foreclosed on both properties erroneously without correcting the erroneous mortgage or filing a cause of action for reformation of the mortgage.
9. The Defendants included misleading information in the Foreclosure Complaint explaining why the legal description was erroneous.

10. A Sale on Lot 2 was conducted on August 2008, but the original mortgage was never corrected and recorded. The Foreclosure Complaint nor the Master's Order for Foreclosure and Sale made any reference to the Reformation of the erroneous recorded mortgage. A Complaint seeking reformation must allege a "Cause of Action." To accomplish this, it should set forth the facts concerning the creation of the written agreement, its language, the language intended by the parties, the "mutual mistake, and how the parties' performance under the reformed agreement will be affected. This later criterion is critical because where there is no difference in the result, a court will not grant reformation. Ultimately, the Plaintiff has the burden of proving all these elements of reformation by clear and convincing evidence. In this case, the mistake was a unilateral mistake on the part of the Defendants.

10. Based upon information and belief, the Foreclosure Sale was invalid because the Defendants did not correct the Plaintiff's original mortgage with the Register of Deeds Office before foreclosure or sale of Lot 2. The Defendants also failed to raised a "Cause of Action" For Reformation of the Mortgage in

their Complaint or Master's Order for Foreclosure and Sale on the Subject Properties.

FIRST CAUSE OF ACTION FOR
NEGLIGENCE
(AGAINST THE FORECLOSING DEFENDANTS)

11. Plaintiff incorporate herein by reference the allegations made in paragraphs 1-10, inclusive, as though fully set forth herein.
12. At all times relevant herein, the foreclosing Defendants, acting as Plaintiff's lender and loan servicer, had a duty to exercise reasonable care and skill to maintain proper and accurate loan records and to discharge and fulfill the other incidents attendant to the maintenance, servicing of loan records, including but not limited conducting an accurate title search and properly executing an accurate mortgage with the Register of Deeds Office.
13. In taking the actions alleged above, and in failing to take the actions as alleged above, the foreclosing Defendants

breached their duty of care and skill to Plaintiff in the servicing of Plaintiff's loan by, among other things, failing to properly and accurately prepare and file properly and accurately the legal description on the Plaintiff's property. Also, the Defendants filed false documents and foreclosing on the Subject Property without having the legal authority and/or proper documentation to do so.

14. As a direct and proximate result of the negligence and carelessness of the Foreclosing Defendant as set forth above, Plaintiff suffered general and special damages.

SECOND CAUSE OF ACTION FOR

NEGLIGENCE

(AGAINST DEFENDANTS)

15. Plaintiff incorporate herein by reference the allegations made in paragraphs 1-14, inclusive, as though fully set forth herein.
16. The Defendants retained legal representation to represent them in connection with the defense of the foreclosure process which had been commenced by the Foreclosing Defendants.
17. Defendants failed to use reasonable skill and care in the representation in this case and failed to take any action other than filing a complaint. Plaintiff believes that the Defendants' motive was to defraud the court in the foreclosure process in not conducting an accurate title search and executing an accurate mortgage pursuant to South Carolina Code of Law.
18. As a direct and proximate result of the negligence and carelessness of Defendant as set forth, Plaintiff wasted several critical months which could have been used to stop the foreclosure

on her properties through negotiation or legal action in general and the Plaintiff is entitled to special damages.

THIRD CAUSE OF ACTION FOR
MORTGAGE FRAUD
(AGAINST THE FORECLOSING DEFENDANTS)

19. Plaintiff incorporate herein by reference the allegations made in paragraph 1-18, inclusive, as though fully set forth herein.
20. The Foreclosing Defendants engaged in a pattern and practice of defrauding the Plaintiff in that, during the life of the mortgage loan, the Foreclosing Defendants could use the inaccuracy to foreclose on the Subject property. Plaintiff actions were improper, inaccurate and fraudulent representation.
21. Additionally, the foreclosing Defendant concealed material facts known to them but not to the Plaintiff regarding the illegal mortgage foreclosed on.

22. The Foreclosing Defendants made the above-referenced false representations, concealments, and non-disclosures with knowledge of the misrepresentations, resulting in damage to the Plaintiff.

23. As a result of the Foreclosing Defendants fraudulent conduct, plaintiff has suffered compensatory, general and special damages. Additionally, the Foreclosing Defendants acted with malice, fraud and/or oppression and, thus, Plaintiff is entitled to an award of punitive damages.

FOURTH CAUSE OF ACTION TO SET

ASIDE TRUSTEE'S SALE

(AGAINST FORECLOSING THE DEFENDANTS)

24. Plaintiff incorporate herein by reference the allegations made in paragraphs 1-23, inclusive, as though fully set forth herein.

- 25.** The Foreclosing Defendants never had the legal authority to foreclose, i.e., the authority to exercise the power of sale because the Defendants did not acknowledge and correct the erroneous original mortgage which should result in the foreclosure sale being void ab initio.
- 26.** Moreover, the Foreclosing Defendants never had the legal authority to foreclose because the instrument (Mortgage) which permitted foreclosure of the mortgage is incorrect and invalid. Therefore, the Mortgage could not provide a basis for a foreclosure and the foreclosure is void ab initio.
- 27.** Accordingly, Plaintiff hereby requests an order if this court that the Master's Sale was irregular in that it was legally void and conducted without any right or privilege by the Foreclosing Defendants.

FIFTH CAUSE OF ACTION

TO VOID OR CANCEL TRUSTEE'S DEED UPON SALE

(AGAINST THE FORECLOSING DEFENDANTS)

28. Plaintiff incorporate herein by reference the allegations made in paragraphs 1-27, inclusive as though fully set forth herein.
29. Although the Mortgage upon sale appears valid on its face, it is invalid, and of no force and effect, for the reasons set forth above including inter alia, the fact the Mortgage which purportedly secured the Note, which served as the basis for a claim to have the right to conduct the foreclosure was at all times void due to the wrongful and improper assignment to the Foreclosing Defendants.
30. Plaintiff is therefore entitled to an order that the Mortgage Upon Sale is void ab initio and canceling such Mortgage.

SIXTH CAUSE OF ACTION
TO VOID OR CANCEL ASSIGNMENT OF DEED
(AGAINST THE FORCLOSING DEFENDANTS)

31. Plaintiff incorporate herein by reference the allegations made in paragraphs 1-30, inclusive, as though fully set forth herein.
32. The assignment of the deed is invalid, and of no force and effect, for the reasons set forth above including, not having legal standing or authority to assign the Deed which purportedly secured the Note, and which served as the basis for a claim to have the right to conduct a sale. Thus, the assignment of the Deed was at all times void.
33. Plaintiff is therefore entitled to an order that the Assignment of the Deed is void ab initio and canceling Assignment.

SEVENTH CAUSE OF ACTION

WRONGFUL FORECLOSURE

(AGAINST THE FORCLOSURE DEFENDANTS)

34. Plaintiff incorporate herein by reference the allegation made in paragraphs 1-33, inclusive, as though fully set forth herein.
35. Plaintiff is informed and believes that none of the Foreclosing Defendants in this action had the right to declare default because the mortgage was not accurate and the Defendants made no efforts to correct the erroneous mortgage pursuant to south Carolina Code of Law.
36. Additionally, the Foreclosing Defendants violated South Carolina Code of Law which outlines the procedure to correct an erroneous mortgage.
37. The Foreclosing Defendants engaged in a fraudulent foreclosure of the Subject Properties and, alternatively, if they had the legal authority, they failed to comply with South Carolina Code of Law.

EIGHTH CAUSE OF ACTION FOR
QUIET TITLE
(AGAINST THE FORECLOSING DEFENDENTS)

(AS TO DEFENDANTS, All Persons Unknown, Claiming Any Legal or Equitable right, Title, Estate, Lien, Or Interest In the Property Described in the Complaint, Adverse To Plaintiff's Title Thereto; and does 1 through 37).

38. Plaintiff incorporate herein by reference the allegations made in paragraphs 1-37, inclusive, as though fully set forth herein.

39. Plaintiff is the equitable owner of the subject properties which has the following legal description:

LOT NO. 1: All that certain piece, parcel or lot of land, together with the improvements thereon, if any, situate, lying and being in the City of Orangeburg, State of South Carolina, being more particularly shown and

delineated on a plat thereof by Donald J. Smith, Jr., Inc., approved by Donald J. Smith, Jr., RLS, and duly recorded in the office of the RMC for Orangeburg County, in PLAT Book 72-S at Page 209, and all metes, bounds, courses, distances and directions as are shown on the said plat are specifically incorporated as a part of this legal description as if stated herein verbatim.

Derivation: This being the same property first conveyed to Carrie Bell Thomas by deed from Michael Leroy Thomas, Probate File No. 2002-ES-38-151, recorded in Book 982, at page 111, in the ROD Office for Orangeburg County, South Carolina Records, dated October 2, 2003, and recorded October 6, 2003, in Deed Book 1006, at Page 315, in the ROD Office for Orangeburg County, South Carolina Records.

Property Address: 410 Nature Lane, Orangeburg County, South Carolina.

LOT NO. 2: All that certain piece , parcel or lot of land, together with the improvements thereon, if any, situate, lying and being in the City of Orangeburg, South Carolina, being shown as portions of Lots 26, 27 and 29, boulevard Terrance, containing 0.10 acres, more or less, as shown on that plat of survey prepared for Angela Spigner by Donald J. Smith, Jr., Inc., RLS, dated January 27, 1996 and recorded in the Office of the RMC for Orangeburg County in Plat Book 75-S at Page 332. Being bounded and measuring generally as follows: On the Northeast by Lot No. 29, property now

or formally of Jerold Keitt, measuring thereon 58.40 feet; on the Southeast by Spring Street measuring thereon 60.92 feet; and on the Northwest by Lot 6, block "B" property now or formally of Lamar Judy, measuring thereon 74.98 feet.

Derivation: This being the same property first conveyed to Carrie Bell Thomas by Deed of Distribution of the Estate of Michael Leroy Thomas, Probate File No. 2002-ES-38-151, recorded in Book 982, at Page 111, in the ROD Office for Orangeburg County, South Carolina Records. Most recently conveyed to Laura T. Toney by deed from Carrie Bell Thomas, dated October 2, 2003, and recorded October 6, 2003, in Deed Book 1006, at Page 315, in the ROD Office for Orangeburg County, South Carolina Records.

This conveyance is made subject to any and all existing reservations easements, right-of-way, zoning ordinances, and restrictive or protective covenants that may appear of record or on the premises.

TMS No. 0173-06-16-009 (Real Property)

Property Address:

1030 Spring Street

Orangeburg, South Carolina 29117

40. Plaintiff seek to quiet title against the claims of Defendants Deutsche Bank and LaSalle Bank and **(AS TO DEFENDANTS, All Persons Unknown, Claiming Any Legal or Equitable right, Title, Estate, Lien, Or Interest In the Property Described in the Complaint, Adverse To Plaintiff's Title Thereto; and Does 1 through 39).** (collectively referred to herein as the "Title Defendants") as the Title Defendants hold themselves out as entitled to free ownership of the Subject Properties by and through their purchase of the property at the Sale . In fact, the Title Defendants have no right to title or interest in the Subject properties and no right to entertain any rights of ownership including the right to foreclosure, offering the Subject Properties for sale at the sale, demanding possession or filing cases for unlawful detainer. Nevertheless, the title Defendants proceeded with a foreclosure sale which constitutes "unclean hands."

41. The Sale is void because the requirements of South Carolina Code was not complied with.

42. Plaintiff seeks to quiet title as of August 2, 2012. Plaintiff seeks a judicial declaration that the title to the Subject Property is vested in Plaintiff alone and that the title Defendants and each of them be declared to have no interest estate, right, title or interest in the subject property that the Title Defendants, their agents and assigns, be forever enjoined from asserting any estate, right title or interest in the Subject Property subject to Plaintiff's rights.

FOR A NINTH CAUSE OF ACTION FOR
SLANDER OF TITLE
(AGAINST THE FORECLOSING DEFENDANTS)

43. Plaintiff incorporates herein reference the allegations made in paragraphs 1-42, inclusive, as though fully set forth herein.

44. The Defendants purportedly but falsely acting as the agent of the beneficiary of the Deed wrongfully and without privilege, caused a transfer of the Plaintiff property without following the proper procedures.

August 10, 2012

August 10, 2012


Laura Toney

P.O. Box 722

Bishopville, SC 29010

(803) 459-6006

THE STATE OF SOUTH CAROLINA
APPEAL FROM ORANGEBURG COUNTY
Court of Common Pleas

O. Davie Burgdorf, Master-In-Equity

Case No. 2007-CP-38-00807

**Laura T. Toney A/K/A Laurie T. Toney and Deutsche
Bank National Trust Company.....Defendants,**

**Of Whom Laura T. Toney A/K/A Laurie T.
Toney.....Appellant.**

VS.

**LaSalle Bank National Association, trustee for Lehman
Brothers Structured Asset Investment Loan Trust
Sail 2005-2.....Respondent.**

MOTION FOR AN ABEYANCE

The Appellant respectfully requests an Abeyance in the above case for the following:

The Appellant has discovered some new information that another court will have to address in this case. An Abeyance in this case is necessary in order for the Appellant to address these issues in another court.

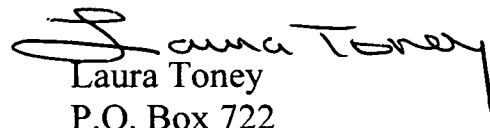
It was discovered that there may be Mortgage Fraud involved in this loan and Foreclosure. The Appellant was advised to submit all loan documents to the FBI, HUD, and several other agencies for an investigation.

The Appellant is enclosing a copy of the new Complaint. The Appellant has not submitted documents to the FBI, HUD and other agencies as of yet.

I will be communicating this to the Korn Law Firm and the Scott Law Firm with hopes of some kind of mutually agreed resolution.

For the reasons stated above, the Appellant prays that the above case can be held in abeyance until other matters are resolved.

August 10, 2012


Laura Toney
P.O. Box 722
Bishopville, SC 29010

CC: Korn Law Firm
Scott Law Firm

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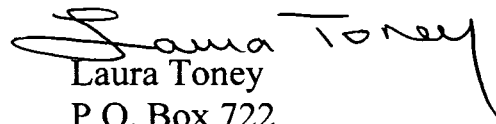
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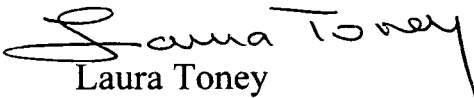
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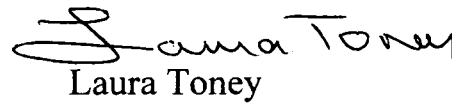
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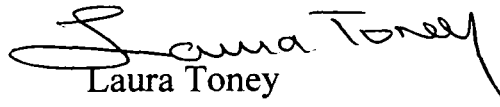
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