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SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM COLLETON COUNTY
Court of Common Pleas

Maité Murphy, Circuit Court Judge

Civil Action Case No. 2012-CP-15-00262
Appellate Case No. 2013-002555

Melissa Jean Marks,Appellant,

v.

Nationstar Mortgage, LLC,Respondent.

APPELLANT'S PETITION FOR REHEARING
AND MEMORANDUM IN SUPPORT

NOW COMES the undersigned pro se Appellant and respectfully petitions this Honorable Court pursuant to Rules 221(a) and 240, SCACR for rehearing for the good grounds and just cause explained as follows. This Court's Unpublished Opinion No. 2015-UP-245 filed on June 3, 2015 that disposed of Appellant's appeal in favor of Respondent is attached hereto as **Exhibit 1** and incorporated herein by reference. Appellant incorporates all of her previous final appellate briefs, motions, returns, replies and the Record on Appeal that she submitted to this Court to date, the contents of which are fully restated herein by reference.

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STATEMENT OF ISSUES

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Rule 60(b)(5), SCRCP13

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ARGUMENT

- I. The Court erred by failing to review and decide Appellant's other issues and arguments and then determine whether all the elements of estoppel and res judicata were satisfied and whether the trial court had otherwise erred in granting Respondent summary judgment.
 1. This Court found that, "As to Marks's remaining issues: *Futch v. McAllister Towing of Georgetown, Inc.*, 335 S.C. 598, 613, 518 S.E.2d 591, 598 (1999) (holding an appellate court need not review remaining issues when the disposition of prior issues is dispositive)," and Appellant respectfully disagrees.
 2. For example, in *Allegro, Inc. v. Scully*, 408 S.C. 200, 758 S.E.2d 716 (2014), the state Supreme Court found that "*Futch, supra.*, did not apply" because in essence the Supreme Court agreed with the defendants in that case who argued "disposition of the new trial issue was not dispositive of their directed verdict and JNOV arguments, and therefore, the Court of Appeals should have addressed the arguments before remanding for a new trial."
 3. Similarly, in Appellant's instant case, this Court cannot avoid reviewing and deciding Appellant's other issues and arguments because that is necessary to determine the proper application of law to the facts and evidence submitted.
 4. The doctrine of *stare decisis* underpins case law to preclude the courts from issuing arbitrary or contradictory rulings in favor of or against similarly situated plaintiffs and defendants; consequently, the elements of a legal doctrine established by the courts of jurisdiction generally must be satisfied in order for the doctrine to be lawfully applied.
 5. While the lower courts have some discretionary powers, those powers are

not unlimited; rather, the lower courts must apply and enforce the plain meaning of applicable statutes passed by the legislature and elements of a legal doctrine that have been established by the higher courts of jurisdiction, but the courts failed to do so in this case, so Appellant respectfully requests this Court to reconsider.

II. The Court erred by misapplying or in effect expanding the meaning of S.C. Code Ann. 36-3-301 to the point it contradicts S.C. Code Ann. 36-3-203 and other applicable statutes and case law in light of the facts and evidence submitted.

6. In light of the facts and evidence submitted, Respondent may reasonably misconstrue this Court's ruling in Appellant's case to mean that Respondent does not have to have any legal right or interest in an instrument at the time an action is filed and it can commit fraud or illegality affecting an instrument without fear in this state because the state courts are going to allow Respondent to cite to S.C. Code Ann. 36-3-301 and effectively avoid having to prove the validity of its claims arising from, and the validity of, the instruments in question, so Appellant respectfully disagrees and requests this Court to reconsider.

7. In Cooper v. Moore, 351 S.C. 207, 569 S.E.2d 330 (2002), the state Supreme Court instructed, "The primary rule of statutory construction is that the Court must ascertain the intention of the legislature. Kerr v. State, 345 S.C. 183, 547 S.E.2d 494 (2001). Where the terms of the statute are clear, the court **must** apply those terms according to their literal meaning, without resort to subtle or forced construction to limit or expand the statute's operation. *Id.*" [Emphasis added.]

8. In Georgia-Carolina Bail Bonds, Inc. v. County of Aiken, 354 S.C. 18, 579 S.E.2d 334 (Ct. App. 2003), utilizing the plain meaning rule, this Court reversed the trial court's judgment, agreeing with Carolina that the circuit court erred when it denied

Carolina's action to enjoin the Aiken County Clerk of Court because S.C. Code Ann. 38-53-100(D) only entitles the Clerk of Court to collect \$150 dollars for each bondsman who holds a license and not \$150 for each license a bondsman holds.

9. In doing so, this Court provided a detailed analysis in Georgia-Carolina regarding determining and applying the plain meaning of a statute, including the statements, "(Where the terms of a relevant statute are clear, there is no room for construction.) What a legislature says in the text of a statute is considered the best evidence of the legislative intent or will."

10. The state legislature's intent or will with respect to S.C. Code Ann. 36-3-301 is qualified in the same chapter by S.C. Code Ann. 36-3-203 and other state statutes and case law that, if applied, would operate to preclude a party from acquiring the rights of a holder in due course under a note and mortgage where that party is found to be a partial assignee, where there was no transfer of the instruments and rights arising therefrom on or before the operative dates, or where that party was found to have engaged in fraud or illegality affecting the instrument.

11. Thus, this Court erred by misapplying or in effect expanding the meaning of S.C. Code Ann. 36-3-301 without taking into consideration other applicable statutes and cases that qualify that statute for the protection of the public in order to justify failing to review and render a decision on Appellant's other issues and arguments that are necessary to determine the proper application of law to the facts and evidence submitted.

12. The facts and evidence submitted prove Respondent knew it was not the owner of the note and mortgage at the time it misrepresented to the trial court that it was the owner while trying to secure permission to intervene in Appellant's action against

Old South.

13. It is well settled law that it is illegal to knowingly and intentionally cause or make misrepresentations of material facts to be filed or stated in any court of law.

14. Generally, the federal and state courts apply an exception for fraud or misrepresentation so that an innocent party is not unfairly precluded from pursuing causes of action under such circumstances, so this Court must necessarily review and decide Appellant's other issues and arguments to determine the proper application of law to the facts and evidence submitted.

15. This is especially true in Appellant's case because the trial court admitted in its final judgment granting Respondent summary judgment that, "if the loan were in default, Nationstar **would be** the proper party to enforce the note." [Emphasis added.]

16. This is reasonably interpreted as the trial court's admission that Respondent's alleged interest or rights in the instruments are contingent on a default, and since the trial court also admitted there had been no default, the note and the owner's interest or rights in the note and mortgage had not been transferred to Respondent on or before the dates Appellant filed her bankruptcy and state cases.

17. Consequently, Respondent lacked standing to intervene and argue in Appellant's case, and it was an abuse of discretion to allow Respondent to continue arguing in the case once the foregoing facts became clear to the trial court because Respondent had not met the elements established by the higher courts of jurisdiction for determining standing to argue in a case. Powell v. Bank of Am., 379 S.C. 437, 665 S.E.2d 237 (Ct. App. 2008).

18. Appellant would not have objected to Respondent being made a party for

the limited purposes of answering discovery requests, receiving service copies of pleadings and notices of hearings, and observing at hearings to keep apprised of the developments in her action; rather, Appellant's objection was Respondent did not have standing to argue the case.

19. Since Respondent was being permitted to argue the case although it had refused to completely answer her discovery requests and had failed to prove any valid argument, right or interest arising from the instruments in question, Appellant properly moved for its dismissal.

20. The trial court and Appellant granted Respondent a fair opportunity to answer Appellant's allegations and to provide evidence of an interest in equity and an explanation of how it might be damaged if Appellant is granted the relief she is seeking, and instead, Respondent focused on trying to get Appellant's case dismissed on grounds that clearly do not apply to the facts and evidence submitted, and so Appellant respectfully requests this Court to reconsider and reverse the decisions of the trial court.

III. The Court erred by affirming the trial court's ruling that res judicata or estoppel preclude Appellant from proceeding with her action because the elements of estoppel and res judicata were not satisfied in light of the facts and evidence submitted.

21. The facts and evidence submitted establish that Appellant did not personally discover certain material facts, evidence and applicable law that formed a reasonable basis and support for a cause of action against any party arising out of the subject note and mortgage until after her Chapter 13 plan was confirmed, so the elements of estoppel have not been satisfied.

22. In addition, the facts and evidence submitted establish that Appellant filed her declaratory judgment action in state court and amended her Chapter 13 bankruptcy

schedules to disclose the dispute and pending state court action within a reasonable time after discovery and filing; in fact, it was in 2012 and only a few months after her four-year Chapter 13 plan was confirmed in 2011 while her bankruptcy case was ongoing.

23. Since Appellant elected the state court as the forum to actually litigate her dispute with Old South Mortgage Corporation (“Old South”) and her claim that Old South’s mortgage and note are invalid and unenforceable as a matter of law, the courts would not have permitted Appellant to simultaneously actually litigate the same matter in the bankruptcy court and state court; therefore, Appellant could not have actually litigated the same matter in the bankruptcy court, so that element is not satisfied.

24. The facts and evidence submitted establish that the state court, bankruptcy court, and the parties had all agreed to allow Appellant to actually litigate her dispute with Old South in state court, then the state court arbitrarily, without any just cause or good grounds, not only denied, but also barred Appellant from an opportunity to actually litigate her causes of action to a judgment on the merits in any court, which was unlawful and unjust.

25. It is well settled law in this state that a party’s action will not be estopped or precluded if the parties are not identical, if there is no final order that resolved the same specific issue, if the party’s issue was not actually litigated, and if the party did not have some meaningful opportunity to obtain the necessary discovery responses from opposing parties, witnesses, experts, and be heard on the merits. Kunst v. Loree, 404 S.C. 649, 746 S.E.2d 360 (Ct. App. 2013); Palm v. General Painting Co., 302 S.C. 372, 396 S.E.2d 361 (1990); Price v. City of Georgetown, 297 S.C. 185, 375 S.E.2d 335 (Ct. App. 1988); Sealy v. Dodge, 289 S.C. 543, 347 S.E.2d 504 (1986).

26. In addition, federal courts have found that a confirmed Chapter 13 plan has no preclusive effect on an issue in situations where: (a) the matter was not and could not have been actually litigated during the plan's confirmation hearing and had to be brought in a separate proceeding; (b) the debtor's cause of action was not discovered until post-confirmation; and (c) the debtor's potential cause of action was known pre-confirmation but the debtor filed amended schedules post-confirmation to disclose the claim to the bankruptcy court while the bankruptcy case was still open and ongoing. Cen-Pen Corp. v. Hanson, 58 F.3d 89, 93 (4th Cir. 1995); Royal v. R&L Carriers Shared Servs., L.L.C., Bank. L. Rep. (CCH) P82,479, 2013 WL 1736658 (E.D. Va., April 22, 2013); and Baldwin v. Citigroup, Inc., 307 B.R. 251, 2004, U.S. Dist. LEXIS 3952 (M.D. Ala., March 10, 2004).

27. In fact, Appellant was before the bankruptcy court on June 12, 2014, and the bankruptcy court overruled Respondent's objection and confirmed Appellant's May 22, 2014 amended Chapter 13 plan disputing the validity of Respondent's claim as a secured creditor, finding that, "it would be inequitable to foreclose the debtor's opportunity to pursue her rights in State Court against Nationstar", which further supports Appellant's contention that this Court erred in denying her the justice and relief she is seeking from this Court.

28. It was not necessary for Appellant to amend her Chapter 13 plan until after the outcome of the state court action, but because the state courts were refusing to listen to Appellant, the bankruptcy court permitted her to amend her plan language and clarified for the parties and state court that Appellant should be permitted to proceed with her state court action on the merits and should not be barred by Respondent's claim of estoppel or

res judicata.

29. Since the issues Appellant raised were being actually litigated in the state court for the first time, and since she had amended her bankruptcy schedules to disclose the state court action and her bankruptcy case was pending during the time frame she had filed and was prosecuting her state case, her confirmed Chapter 13 plan was not a final order that had disposed of her bankruptcy case and whatever claims she had against her creditors; consequently, all the elements of estoppel and res judicata had not been satisfied in her case.

30. The pertinent facts are as follows: (a) Old South is the originator of the subject note and mortgage and current lien holder of record against Appellant's real property at the register of deeds, although Old South is now a dissolved domestic corporation; (b) Old South is the party Appellant sued seeking a declaration from the court that Old South's mortgage and note are invalid and an order to the register of deeds to remove the invalid lien from her property title; (c) Old South admitted that it did not finance the purchase of Appellant's home; (d) it is apparent from the facts and evidence submitted the mortgage and lien are invalid because they were not recorded and perfected in the name of an actual lender at the county register of deeds and for other reasons explained and evidenced in the pleadings; and (e) Respondent intervened to stop Appellant so it could continue collecting upon and maintain a right to foreclose on an invalid mortgage.

31. The parties are not identical in the bankruptcy court and state court because Old South was never a party to the bankruptcy court case, so this element is not satisfied.

32. In addition, the state courts have failed to give full faith and credit and enforce all the terms and provisions of Appellant's Chapter 13 plan as confirmed by the bankruptcy court in that her amended plan provides in essence that the plan is not a bar against objecting and actually litigating claims, the plan does not waive causes of action owned by Appellant, and Appellant has a legal duty to defend the bankruptcy estate from claims that might diminish the estate.

33. This Court failed to accept, review and give full faith and credit to Appellant's May 22, 2014 amended Chapter 13 plan, and the bankruptcy court's orders of June 30, 2014 and July 7, 2014 overruling Respondent's objection and confirming the plan, and the June 12, 2014 hearing transcript containing relevant clarifying statements of the bankruptcy court that shed light on the reasons for ruling in Appellant's favor. Those documents are attached hereto as **Exhibit 2**, **Exhibit 3**, **Exhibit 4**, and **Exhibit 5** respectively and incorporated herein by reference.

34. This Court denied Appellant's motion for leave to submit supplemental record and her proposed Appendix containing the foregoing documents by Order of September 19, 2014, which is attached hereto as **Exhibit 6** and incorporated herein by reference.

35. Those documents are certainly relevant, and it does not matter that those documents were not before the trial court when it issued the final orders subject to this appeal; the fact remains that the elements of estoppel and res judicata were never satisfied and therefore cannot lawfully be applied to bar any of Appellant's action against Old South in state court.

36. Respondent is aware of that, which is why Respondent objected and

sought to prevent confirmation of Appellant's May 22, 2014 amended Chapter 13 plan.

37. Unfortunately, however, Respondent was successful in unfairly preventing Appellant from informing this Court of what had transpired in the bankruptcy court while the decision of this Court was pending because the appellate rules precluded Appellant from seeking reconsideration of her motion.

38. As a general proposition, this Court should have taken into consideration Rule 60(b)(5), SCRCP, which provides that a party may move for relief from judgment or order on the ground of "a prior judgment upon which it is based has been reversed or otherwise vacated, *or it is no longer equitable that the judgment should have prospective application.*" [Emphasis added.]

39. Finally, this Court cited to excerpts from McNaughton-McKay Elec. Co. v. Andrich, 324 S.C. 275, 482 S.E.2d 564 (Ct. App. 1997) in support of its adverse findings against Appellant, whereas the facts and evidence in that case are nowhere near similar to the facts and evidence presented in Appellant's instant case.

40. In McNaughton-McKay, the debtor in that case filed a Chapter 11, the creditor had intervened and actually litigated its claim against the debtor in the bankruptcy court; consequently, the debtor and creditor were given an opportunity to actually litigate and receive a ruling on their disputes on the merits, the debtor had defaulted and failed to make payments as called for under its Chapter 11 plan, which resulted in the debtor's dismissal without a discharge of the creditor's debt.

41. Appellant had never defaulted in making payments to Respondent, she was likewise making all the required plan payments to the trustee for her unsecured creditors, and her Chapter 13 was still open and ongoing at the time the state trial court

issued its orders prematurely dismissing her state case in favor of Respondent.

42. Thus, it is abundantly clear in consideration of the foregoing, the elements of estoppel and res judicata have not been satisfied in Appellant's case, estoppel and res judicata cannot be lawfully applied to bar Appellant's causes of action against Old South, so Appellant respectfully requests this Court to reconsider.

IV. The Court erred by affirming the trial court's denial of Appellant's motion to dismiss Respondent and granting Respondent summary judgment because Respondent failed to assert or prove any valid argument or interest upon which summary judgment relief could properly be granted and therefore should have been dismissed for lack of standing.

43. The record clearly establishes there were unresolved disputes over material facts, including Appellant's unresolved dispute and belief that Fannie Mae had not intended Respondent to become the servicer of her home loan account because she had found and produced a media report that, according to officials involved in the transaction, Fannie Mae wanted Respondent to receive and service defaulted loans from Flagstar Bank but Flagstar was supposed to have retained loans that were current at the time of the transfer.

44. In addition, the record clearly establishes that Respondent refused to completely answer Appellant's discovery requests, the trial court had denied Appellant's motion to compel Respondent to completely answer, Respondent did not serve any discovery requests upon any party that Appellant is aware of, Respondent did not produce any contractual evidence, affidavits, deposition testimony, or anything else of substantial evidentiary value in support of its claims and arguments, and the trial court's rulings precluded Appellant from continuing with discovery and from obtaining any additional testimony from witnesses or experts in support of her case and precluded her from a trial

on the merits.

45. Therefore, this Court must necessarily review and decide whether the trial court had sufficient documentary evidence in support of its decisions because that is an issue and argument Appellant had raised on appeal and had also raised to the trial court, and it is necessary for determining whether the trial court had abused its discretion or had otherwise improperly denied Appellant's motion to dismiss and granted Respondent summary judgment.

46. Finally, it is worth noting that Appellant had pointed out to the trial court in her pleadings on record that Respondent cannot assert a claim upon which relief can be granted and therefore would suffer no harm, and generally, the trial court is under no legal duty to continue to consider a party's arguments once it becomes clear from the pleadings and evidence submitted that party's claims are invalid and would fail as a matter of law.

47. In Wachovia Bank, N.A. v. Coffey, 404 S.C. 421, 746 S.E.2d 35 (2013), the state Supreme Court held as follows in pertinent part:

“[T]he pertinent inquiry is whether Petitioner may foreclose on an invalid mortgage [...]. Petitioner never possessed a valid mortgage on the property and cannot pursue an action against Wife related to that mortgage. [...] We respectfully disagree with the dissent's view that Petitioner may rely on equitable principles to foreclose on an invalid mortgage. One of equity's most important aspects is the principle of 'right and fair dealing' between *parties* to particular transaction [...] However, equitable maxims do not operate to place burdens on individuals made party to a particular transaction through no fault or expressed interest of their own, or as in this case, through the fault and mistake of others.”

48. The foregoing opinion of the state Supreme Court supports Appellant's contention that in her instant case, the courts failed to take into consideration that, generally, a party cannot lawfully file or maintain an action to enforce an invalid

mortgage in this state, and certainly not where a third party bringing the action had no legal right or interest in equity in the mortgage at the time the action was brought.

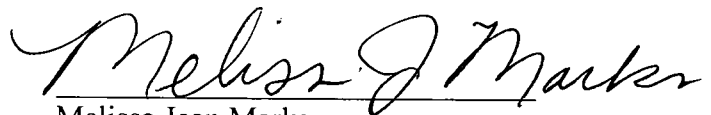
49. Consequently, it was necessary for the trial court to review and determine whether the mortgage and note are valid and enforceable first and then consider and dispose of other issues thereafter, but the trial court refused to do so, resulting in injustice, this appeal, and extreme hardship and substantial expenses for Appellant.

50. Impartiality does not mean that this Court must or should ever turn a blind eye to a party who is suffering under injustice and hardship, so she respectfully requests this Court to reconsider and she thanks this Court and opposing counsel for their time and consideration.

WHEREFORE, Appellant respectfully petitions this Honorable Court for a rehearing, for a reversal of its decision of June 3, 2015, for a reversal of the erroneous orders of the trial court she complained of, and for a remand of her case so it may proceed to judgment on the merits.

Respectfully submitted,

June 10, 2015



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Appellant/Plaintiff *Pro Se*

EXHIBIT 1

THIS OPINION HAS NO PRECEDENTIAL VALUE. IT SHOULD NOT BE
CITED OR RELIED ON AS PRECEDENT IN ANY PROCEEDING
EXCEPT AS PROVIDED BY RULE 268(d)(2), SCACR.

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

Melissa Jean Marks, Appellant,

v.

Old South Mortgage Corporation, John Does 1-100,
Nationstar Mortgage, LLC, Defendants,

Of whom Nationstar Mortgage, LLC, is the Respondent.

Appellate Case No. 2013-002555

Appeal From Colleton County
Maité Murphy, Circuit Court Judge

Unpublished Opinion No. 2015-UP-245
Submitted February 1, 2015 – Filed June 3, 2015

AFFIRMED

Melissa Jean Marks, of Round O, pro se.

Robert A. Muckenfuss, of McGuireWoods LLP, of
Charlotte, North Carolina; and Elizabeth Marion
Zwickert Timmermans, of McGuireWoods LLP, of
Raleigh, North Carolina, for Respondent.

PER CURIAM: Melissa Jean Marks appeals the circuit court's orders, which granted summary judgment to Nationstar Mortgage (Nationstar), denied her motion to dismiss Nationstar as a party, and denied her motion for reconsideration. Marks argues the circuit court erred in (1) failing to follow the law of the case; (2) failing to determine whether Nationstar engaged in fraud, which barred it from obtaining rights as a holder in due course; (3) finding Nationstar had standing; (4) finding Marks lacked standing; (5) finding the case was barred by judicial estoppel; (6) finding the case was barred by res judicata; (7) failing to determine whether Nationstar produced sufficient evidence to support the grant of summary judgment and the denial of Mark's motion to dismiss; and (8) failing to determine whether her issues should have been bifurcated so some could have proceeded to judgment on the merits. We affirm pursuant to Rule 220(b), SCACR, and the following authorities:

1. As to whether the circuit court erred in denying her motion to dismiss Nationstar as a party: *Glaze v. Grooms*, 324 S.C. 249, 255, 478 S.E.2d 841, 844 (1996) ("A motion to dismiss a party is addressed to the court's discretion."); Rule 19(a), SCRCPP ("A person who is subject to service of process and whose joinder will not deprive the court of jurisdiction over the subject matter of the action shall be joined as a party in the action if . . . he claims an interest relating to the subject of the action and is so situated that the disposition of the action in his absence may (i) as a practical matter impair or impede his ability to protect that interest"); *Bank of Am., N.A. v. Draper*, 405 S.C. 214, 223, 746 S.E.2d 478, 482 (Ct. App. 2013) ("A holder is a person in possession of [an] instrument drawn, issued, transferred, or indorsed to him."); S.C. Code Ann. 36-3-301 (Supp. 2014) ("'Person entitled to enforce' an instrument means (i) the holder of the instrument, (ii) a nonholder in possession of the instrument who has the rights of a holder, or (iii) a person not in possession of the instrument who is entitled to enforce the instrument pursuant to [s]ection 36-3-309 or 36-3-418(d). A person may be a person entitled to enforce the instrument even though the person is not the owner of the instrument or is in wrongful possession of the instrument.").

2. As to whether the circuit court erred in granting Nationstar's motion for summary judgment: *McNaughton-McKay Elec. Co. of N.C. v. Andrich*, 324 S.C. 275, 279, 482 S.E.2d 564, 566 (Ct. App. 1997) ("Summary judgment is proper when it is clear there is no genuine issue of material fact and the moving party is entitled to judgment as a matter of law."); *id.* ("Summary judgment should be granted when plain, palpable, and undisputable facts exist on which reasonable minds cannot differ."); *id.* ("In determining whether any triable issues of fact exist, the evidence and all inferences which can be reasonably drawn from the evidence

must be viewed in the light most favorable to the nonmoving party."); *Venture Eng'g, Inc. v. Tishman Const. Corp. of S.C.*, 360 S.C. 156, 162, 600 S.E.2d 547, 550 (Ct. App. 2004) ("The doctrine of res judicata provides that final judgment on the merits of an action precludes the parties or their privies from relitigating claims that were or could have been raised in that action." (quotation marks omitted)); *Catawba Indian Nation v. State*, 407 S.C. 526, 538, 756 S.E.2d 900, 907 (2014) ("Res judicata may be applied if (1) the identities of the parties are the same as in the prior litigation, (2) the subject matter is the same as in the prior litigation, and (3) there was a prior adjudication of the issue by a court of competent jurisdiction."); *McNaughton-McKay*, 324 S.C. at 280, 482 S.E.2d at 567 ("The general rule is that a confirmed plan of reorganization is binding on the debtor and other proponents of the plan." (quotation marks omitted)); *id.* ("[J]udgments of the bankruptcy courts are normally immune to collateral attack. They can be relied upon by state courts. And when the judgment is final and valid, it is given appropriate effect as res judicata or as a collateral estoppel in subsequent proceedings in the state courts, where it is there entitled to full faith and credit." (quotation marks omitted)); *id.* ("A very broad preclusive effect has been given to orders confirming reorganization plans.").

3. As to Marks's remaining issues: *Futch v. McAllister Towing of Georgetown, Inc.*, 335 S.C. 598, 613, 518 S.E.2d 591, 598 (1999) (holding an appellate court need not review remaining issues when the disposition of prior issues is dispositive).

AFFIRMED.¹

SHORT, LOCKEMY, and McDONALD, JJ., concur.

¹ We decide this case without oral argument pursuant to Rule 215, SCACR.



The South Carolina Court of Appeals

JENNY ABBOTT KITCHINGS
CLERK

V. CLAIRE ALLEN
DEPUTY CLERK

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June 3, 2015

Melissa Jean Marks
209 Presidential Court
Round O SC 29474

Re: Melissa Jean Marks v. Old South Mortgage
Appellate Case No. 2013-002555

Dear Counsel:

Enclosed is the decision of the Court. The remittitur will be sent as provided by Rule 221(b) of the South Carolina Appellate Court Rules.

Very truly yours,

A handwritten signature in black ink that reads "Jenny Abbott Kitchings". The signature is written in a cursive style with a large, stylized initial "J".

CLERK

cc: Robert A. Muckenfuss, Esquire
Elizabeth Marion Zwickert Timmermans, Esquire
The Honorable Maité Murphy

EXHIBIT 2

UNITED STATES BANKRUPTCY COURT
DISTRICT OF SOUTH CAROLINA

IN RE:

Melissa Jean Marks
209 Presidential Court
Round O, SC 29474
SSN xxx-xx-6701

CASE NO: 11-02619-jw
CHAPTER: 13

DEBTOR

NOTICE OF PLAN MODIFICATION AFTER
CONFIRMATION, AMENDED CHAPTER 13
PLAN, MOTIONS TO VALUE SECURITY,
AVOID JUDICIAL LIEN, AVOID A
NONPURCHASE-MONEY, NONPOSSESSORY
SECURITY INTEREST AND LIEN, AND/OR
TO ASSUME OR REJECT AN EXECUTORY
CONTRACT/UNEXPIRED LEASE

I. NOTICE TO AFFECTED CREDITORS AND PARTIES IN INTEREST: The above-captioned debtor¹ previously proposed a chapter 13 plan and motions; debtor now moves, pursuant to 11 U.S.C. § 1329 and Fed. R. Bankr. P. 2002(a)(5), to modify the proposed plan and motions as detailed below:

The debtor's plan is amended to correct a typographical error in Section I as to the code section under which this amended plan is filed. The debtor inadvertently listed 11 U.S.C. § 1323 governing pre-confirmation amendments rather than 11 U.S.C. § 1329 allowing post-confirmation plan modifications. The debtor's plan is amended post-confirmation pursuant to 11 U.S.C. § 1329 in order to disclose the debtor's pending State Court action against Nationstar Mortgage which may ultimately affect the amount of distribution to Nationstar Mortgage under this plan. No other specific creditor or other party in interest is directly affected by the change.

This modification to the chapter 13 plan and motions, and the remaining terms of the chapter 13 plan and motions set forth below, may affect your rights. Failure to object may constitute an implied acceptance of and consent to the relief requested.

A. ADDITIONS, MODIFICATIONS, OR DELETIONS: All additions or modifications to the Court's form plan (See exhibits to SC LBR 3015-1 and 3015-2, "SC LBR" refers to the SC Local Bankruptcy Rules, available at www.scb.uscourts.gov) are highlighted by italics. Deletions are noted as "Not Applicable" or by striking through the deleted provisions. If changes are substantial or if an alternative plan is proposed, a cover sheet that summarizes and identifies the changes shall be filed and served herewith.

B. DEADLINE FOR FILING OBJECTIONS, NOTICE OF HEARING ON CONFIRMATION OF CHAPTER 13 PLAN AND MOTIONS: Objections to the motions and any provision of the plan must be made in accordance with SC LBR 9014-1, properly served, and filed with the United States Bankruptcy Court, 1100 Laurel Street, Columbia, SC 29201, within twenty-eight (28) days from the date this document is served. Timely objections will be heard at the confirmation hearing, notice of which is given separately in the Notice of Meeting of Creditors. If a timely objection is filed after the confirmation hearing, a separate hearing on the objection will be scheduled and notice of such a hearing will be given. If no timely objection is filed, the Court, upon recommendation of the chapter 13 trustee and without further hearing or notice, may enter an order confirming the plan and granting the motions.

II. MOTION TO VALUE SECURITY, AVOID JUDICIAL LIEN, AVOID A NONPURCHASEMONEY, NONPOSSESSORY SECURITY INTEREST AND LIEN, AND/OR TO ASSUME OR REJECT AN EXECUTORY CONTRACT/UNEXPIRED LEASE. The debtor requests that confirmation of this plan alter the rights of the following creditor:

A. Nonpossessory, Nonpurchase-Money Lien: The debtor moves, pursuant to 11 U.S.C. § 522(f), to avoid the following nonpossessory, nonpurchase-money security interest and lien in household goods:

Name of creditor and description of property securing lien	Value of Debtor's interest in property	Total of all other liens	Exemption Claimed	Estimated security interest/debt	Security interest <u>Not</u> avoided (see IV(B)(4) below)	Security interest to be avoided (see IV(E) below)
N/A						

¹ When used herein, the term "debtor" shall apply as applicable either in the singular or in the plural, if there are joint debtors in the case.

B. Judicial Lien: The debtor moves, pursuant to 11 U.S.C. § 522(f), to avoid the following judicial lien:²

Name of creditor and description of property securing lien	Value of Debtor's interest in property	Total of all other liens	Exemption Claimed	Estimated judicial lien	Judicial lien <u>Not</u> avoided (see IV(B)(4) below)	Judicial lien avoided (see IV(E) below)
N/A						

C. Valuation of Security: The debtor moves, in accordance with 11 U.S.C. § 506, to establish the value of a lien as follows:

Name of creditor and description of property securing lien	Value of Debtor's interest in property	Holder and amount of superior liens	Estimate of creditor's claim	Value of lien (see IV(B)(4) below)	Unsecured claim after valuation (see IV(E) below)
N/A					

D. Assumption or Rejection of Executory Contract/Unexpired Lease: The debtor moves for the assumption of the following executory contract and/or unexpired lease. The debtor agrees to abide by all terms of the agreement and to cure any pre-petition arrearage or default in the manner below. Any executory contract or unexpired lease not specifically mentioned is rejected.

Name of Creditor and lease or contract to be assumed	Amount of regular payment	Estimated amount of Default (state if none)	Cure Provisions for any default paid by (Debtor or trustee)	Regular payments to be paid by Debtor directly to creditor beginning (month/year)
N/A				

III. THE CHAPTER 13 PLAN: PAYMENT OBLIGATIONS OF THE DEBTOR.

A. Payments from the debtor to the chapter 13 trustee (the "trustee"): The debtor submits to the supervision and control of the trustee all or such portion of future earnings or other future income as is necessary for the execution of the plan. In addition, the debtor will pay to the trustee any portion of a recovery under a pre-petition claim or cause of action that constitutes disposable income or is not exempt.

The debtor shall pay to the trustee the sum of **\$170.00** per month for a period of **48 months** unless all allowed claims (other than long-term claims) are fully paid pursuant to the plan.

B. Payments from the debtor directly to creditors: The debtor shall pay all post-petition priority obligations, including but not limited to taxes and post-petition domestic support, and pay regular payments on assumed executory contracts or leases, directly to the holder of the claim as the obligations come due, unless otherwise ordered by the Court. The debtor may be required to pay some or a portion of pre-petition debts directly to a creditor in addition to required payments to the trustee, as indicated in paragraph II(D) above and/or in the paragraphs that follow.

IV. PLAN DISTRIBUTIONS TO CREDITORS. To receive a distribution from the trustee, a proof of claim, including adequate supporting documentation, must be filed with the Court. If a claim designated in this plan as secured is filed as an unsecured claim and the plan is confirmed, the claim may be treated as unsecured for purposes of plan distributions by the trustee. If a creditor files a proof of claim alleging that the claim is secured, but does not timely object to the confirmation of the plan and the claim is treated as unsecured in a confirmed plan, the claim may be treated as unsecured for purposes of plan distributions by the trustee. Confirmation of this plan does not bar a party in interest from objecting to a claim. The trustee, after the deduction of the trustee's commission and expenses, or the debtor, as indicated, shall make payments as follows:

A. Attorney for the debtor:

1. The debtor and the debtor's attorney have agreed to an attorney's fee in the amount of **\$4,350.00** for the services identified in the Rule 2016(b) disclosure statement filed in this case. The amount of **\$486.00** was paid prior to the filing of the case. The remaining fee shall be disbursed by the trustee as follows: Following confirmation of the plan and unless the Court orders otherwise, the trustee shall disburse \$500.00 to the attorney from the initial disbursement.³ Thereafter, the

² For co-owned property, see In re Ware, 274 B.R. 206 (Bankr. D.S.C. 2001) and Exhibit C to SC LBR 4003-2.

³ The chapter 13 trustee shall not at any time disburse to the debtor's attorney more than: (a) the unpaid balance of (1) the fee to be paid under the plan pursuant to paragraph 1 herein, or (2) the fee previously applied for and authorized pursuant to paragraph 2 herein, plus (b) any supplemental fee then applied for and

balance of the attorney's compensation as allowed by the Court shall be paid, to the extent then due, with all funds remaining each month after payment of allowed secured claims and pre-petition arrearages on domestic support obligations. In instances where an attorney assumes representation in a pending *pro se* case and a plan is confirmed, a separate order may be entered by the Court, without further notice, which allows for the payment of a portion of the attorney's fees in advance of payments to creditors.

2. If, as an alternative to the above treatment, the debtor's attorney has received a retainer and cost advance and agreed to file fee applications for compensation and expenses in this case pursuant to 11 U.S.C. § 330, the retainer and cost advance shall be held in trust until fees and expense reimbursements are approved by the Court. Prior to the filing of this case, the attorney has received \$N/A and for plan confirmation purposes only, the fees and expenses of counsel are estimated at \$N/A or less.

B. Secured Creditor Claims: The plan treats secured claims as follows:

1. General Provisions: The terms of the debtor's pre-petition agreement with a secured creditor shall continue to apply except as modified by this plan, the order confirming the plan, or other order of the Court. Holders of secured claims shall retain liens to the extent provided by 11 U.S.C. § 1325(a)(5)(B)(i). Secured creditors paid the full secured claim provided for by this plan shall timely satisfy any liens in the manner required by applicable law or order of this Court. Any creditor holding a claim secured by property that is removed from the protection of the automatic stay by order, surrender, or through operation of the plan will receive no further distribution from the chapter 13 trustee on account of any secured claim. This also applies to creditors who may claim an interest in, or lien on, property that is removed from the protection of the automatic stay by another lienholder or released to another lienholder, unless the Court orders otherwise. Any funds that would have been paid to any such creditor will be distributed according to the remaining terms of the plan. (The preceding language does not apply if the sole reason for its application arises under 11 U.S.C. § 362(c)(3) or (c)(4)). Any creditor affected by this provision may file an itemized proof of claim for any unsecured deficiency within a reasonable time after the removal of the property from the protection of the automatic stay. Secured creditors that will be paid directly by the debtor may send standard payment and escrow notices, payment coupons, or inquiries about insurance, and such action will not be considered a violation of the automatic stay.

2. Long-term or mortgage debt. No default: **The debtor disputes the validity of Nationstar Mortgage, LLC's claim in this case. The debtor is current on obligations to Nationstar Mortgage, LLC and will continue regular payments directly to Nationstar Mortgage, LLC pending the outcome of the State Court action. The debtor's State Court action disputes the validity of Nationstar's claims. Description of collateral: Detitled mobile home and lot located at 209 Presidential Court, Round O, SC 29474**

3. Long term or mortgage debt. Curing default: 11 U.S.C. 1322(b)(3) and/or (5):

a. Arrearage payments. The trustee shall pay the arrearage as stated in the creditor's allowed claim or as otherwise ordered by the Court to N/A at the rate of \$N/A or more per month, for (describe collateral here), including 0% interest. The creditor shall apply trustee payments solely to those designated arrearages, i.e., those arrearages accruing before the month specified in (b) below. For so long as the debtor complies with this plan, a creditor may not declare a default based on any payment delinquency to be cured by this paragraph and the creditor shall not impose any post-petition fee on account of any arrearage paid by the trustee.

b. Maintenance of regular non-arrearage payments. Beginning N/A the Debtor shall pay directly to the creditor non-arrearage payments arising under the agreement with the secured creditor. The creditor shall apply each payment under this paragraph solely to post-petition obligations that accrue during or after the month specified herein.

4. Secured portion of claims altered by valuation and lien avoidance: The trustee shall pay N/A the sum of \$N/A or more per month, including 5.25% interest until the secured claim of \$N/A established above is paid in full. The remaining portion of the allowed claim will be treated as a general unsecured claim.

5. Other secured debts (allowed claim to be paid in full without valuation or avoidance of lien): The trustee shall pay N/A the sum of \$N/A or more per month, including 5.25% interest until the allowed secured claim is paid in full.

The trustee shall pay N/A the sum of \$N/A or more per month, including 5.25% interest until the allowed secured claim is paid in full.

6. Surrender of property: The debtor will surrender the following property upon confirmation of the plan. The order confirming plan shall terminate the automatic stay as to that property: N/A. Any creditor affected by this provision may file an itemized proof of claim for any unsecured deficiency within a reasonable time after the surrender of the property.

7. Secured tax debt: The trustee shall pay N/A the sum of \$N/A or more per month until the (net balance or value) of creditor's secured claim including N/A% interest has been paid. If the lien is to be valued, the debtor shall file a separate motion to value the claim and establish priority of any remaining tax obligations. If a tax priority creditor files a claim designated as secured, is not treated as secured in this paragraph, and does not timely object to confirmation of this plan, then the claim may be paid as a priority claim for purposes of distributions from the trustee.

C. Priority Creditors: Priority claims shall be paid as follows:

1. Domestic Support Claims. 11 U.S.C. § 507(a)(1):

a. Pre-petition arrearages. The trustee shall pay the pre-petition domestic support obligation arrearage to N/A, at the rate of \$N/A or more per month until the balance, without interest, is paid in full.

b. The debtor shall pay all post-petition domestic support obligations as defined in 11 U.S.C. § 101(14A) on a timely basis directly to the creditor.

c. Any party entitled to collect child support or alimony under applicable non-bankruptcy law may collect those obligations coming due after this case was filed from the income or assets of the debtor-parent/spouse without further order or relief from the automatic stay. (Any claim for child support or alimony due before this case was filed must be collected in accordance with 11 U.S.C. § 507(a)(1) and 11 U.S.C. § 1322(a)(2).)

2. Other Priority debt. The trustee shall pay all remaining pre-petition 11 U.S.C. § 507 priority claims on a *pro rata* basis.

D. Executory Contracts and Unexpired Leases: Regular payments that arise post-petition under an executory contract or lease that is being assumed shall be paid directly by the debtor according to the terms of the contract or lease. Pre-petition defaults will be cured by payments of the sum of \$N/A or more per month by the trustee or the debtor according to paragraph II(D). Claims arising from the rejection of executory contracts or leases shall be general unsecured claims unless otherwise ordered by the Court.

E. General Unsecured Creditors: General unsecured creditors shall be paid allowed claims *pro rata* by the trustee to the extent that funds are available after payment of all other allowed claims. The debtor does not propose to pay 100% of general unsecured claims.

V. PROPERTY OF THE ESTATE, STATUS AND OBLIGATIONS OF THE DEBTOR AFTER CONFIRMATION: Upon confirmation of the plan, property of the estate will remain property of the estate, but possession of property of the estate shall remain with the debtor. The chapter 13 trustee shall have no responsibility regarding the use or maintenance of property of the estate. The debtor is responsible for protecting the non-exempt value of all property of the estate and for protecting the estate from any liability resulting from operation of a business by the debtor. Nothing herein is intended to waive or affect adversely any rights of the debtor, the trustee, or party with respect to any causes of action owned by the debtor.

Date: 5/22/14

BY: 

Robert R. Meredith, Jr., DC ID #6152

Elizabeth R. Heilig, DC ID #10704

Meredith Law Firm, LLC

Attorneys for Debtors

4000 Faber Place Drive, Suite 120

North Charleston, SC 29405

843-529-9000

DEBTOR CERTIFICATION

In connection with this plan, the debtor hereby states that he/she/they carefully reviewed this plan and understand the following:

- (1) The obligations set forth in this plan, including the amount, method, and timing of payments made to the trustee and/or directly to creditors;
- (2) The consequences of any default under this plan including any direct payments to creditors required by the terms of this plan; and
- (3) That debtor may not agree to sell property, employ professionals, or incur debt (including modification of debt) during the term of the plan without the prior authorization of the Bankruptcy Court.

Date: 5/22/14


Melissa Jean Marks, Debtor

CERTIFICATE OF SERVICE

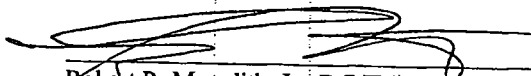
The below signing party certifies that the foregoing Notice of Plan Modification After Confirmation, Amended Plan and Motions was served on all creditors and parties in interest entitled to such notice on the above stated date. The specific list of names and addresses of parties served with this plan is attached to the plan filed with the Court.

VIA US MAIL
[See attached list]

ELECTRONICALLY

James M. Wyman, Esquire
Chapter 13 Trustee
PO Box 997
Mt. Pleasant, SC 29465-0997

Date: 5/23/14


Robert R. Meredith, Jr., DC ID#6152
Elizabeth R. Heilig, DC ID #10704
Meredith Law Firm, LLC
Attorneys for Debtor
4000 Faber Place Drive, Suite 120
North Charleston, SC 29405
843-529-9000

ALLIANCE ONE
4850 STREET RD.
SUITE 300
TREVOSE PA 19053

SCA
PO BOX 910
EDENTON NC 27932

BANK OF AMERICA
PO BOX 17054
WILMINGTON DE 19850

BON SECOURS ST. FRANCIS HOSPITAL
PO BOX 62889
N. CHARLESTON SC 29419

CITI
PO BOX 6497
SIOUX FALLS SD 57117

COLLETON COUNTY TREASURER
PO BOX 8
WALTERBORO SC 29488

GE MONEY BANK
PO BOX 103104
ROSWELL GA 30076

GERALD GRENIER
209 PRESIDENTIAL COURT
ROUND O SC 29474

HOME DEPOT CREDIT SERVICES
PO BOX 20483
KANSAS CITY MO 64195

INTERNAL REVENUE SERVICE
1835 ASSEMBLY ST.
MDP 03
COLUMBIA SC 29201

KORN LAW FIRM, PA
PO BOX 11264
COLUMBIA SC 29211

*(U)**MANN BRACKEN LLP
TWO IRVING CENTRE
702 KING FARM BLVD.
ROCKVILLE MD 20850

MEDICAL DATA SYSTEMS INC
2001 9TH AVENUE
VERO BEACH FL 32960

MEDICAL REVENUE SERVICES
PO BOX 1149
SEBRING FL 33871

RESURGENT CAPITAL SERVICES
PO BOX 10497
GREENVILLE SC 29603

NATIONSTAR MORTGAGE LLC
350 HIGHLAND DR
LEWISVILLE TX 75067

NCO FINANCIAL SYSTEMS INC.
507 PRUDENTIAL RD.
HORSHAM PA 19044

PLANNED ADMINSTRATORS, INC.
PO BOX 6927
COLUMBIA SC 29260

ROPER HOSPITAL
PO BOX 62889
NORTH CHARLESTON SC 29419

CR EVERGREEN
MS 550
PO BOX 91121
SEATTLE WA 98111

SC DEPARTMENT OF REVENUE
PO BOX 12265
COLUMBIA SC 29211

SC STUDENT LOAN CORP
PO BOX 102425
COLUMBIA SC 29224

MOORE & VAN ALLEN, PLLC
PO BOX 22828
CHARLESTON SC 29413

BRICE, VANDER LINDEN & WERNICK, PC
9441 LBJ FREEWAY, STE 350
DALLAS TX 75243

SHELL/CITI
PO BOX 6497
SIOUX FALLS SD 57117

THD/CBSD
PO BOX 6497
SIOUX FALLS SD 57117

WFNNB/METRO STYLE
PO BOX 182125
COLUMBUS OH 43218

MELISSA J. MARKS
209 PRESIDENTIAL CT
ROUND O, SC 29474

NATIONSTAR MORTGAGE
PO BOX 829009
DALLAS TX 75382

NATIONSTAR MORTGAGE
PO BOX 630267
IRVING TX 75063

PORTFOLIO RECOVERY ASSOC
PO BOX 41067
NORFOLK VA 23541

ROGERS TOWNSEND & THOMAS, PC
PO BOX 100200
COLUMBIA SC 29202

ECAST SETTLEMENT CORP
PO BOX 35480
NEWARK NJ 07193

ROBERT A. MUCHENFUSS, ESQ.
201 NORTH TRYON STREET, STE 3000
CHARLOTTE NC 28202

EXHIBIT 3

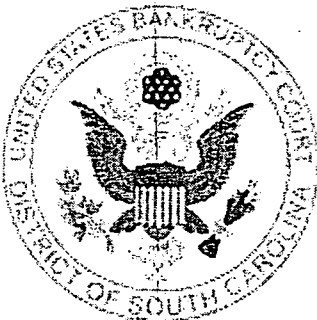
**U.S. BANKRUPTCY COURT
District of South Carolina**

Case Number: 11-02619-jw

**ORDER DENYING NATIONSTAR'S OBJECTION TO
CONFIRMATION AND CONFIRMING CHAPTER 13 PLAN**

The relief set forth on the following pages, for a total of 3 pages including this page, is hereby **ORDERED**.

**FILED BY THE COURT
06/27/2014**



Entered: 06/30/2014

John E. Waites

US Bankruptcy Judge
District of South Carolina

UNITED STATES BANKRUPTCY COURT
DISTRICT OF SOUTH CAROLINA

IN RE:)	
)	CASE NO: 11-02619-jw
Melissa Jean Marks)	
209 Presidential Court)	CHAPTER 13
Round O, SC 29474)	
SSN xxx-xx-6701)	
)	
DEBTOR.)	

ORDER DENYING NATIONSTAR'S OBJECTION TO
CONFIRMATION AND CONFIRMING CHAPTER 13 PLAN

This matter is before the Court upon Nationstar Mortgage's (hereinafter "Nationstar") objection to the debtor's post-confirmation plan modification pursuant to 11 U.S.C. §1329. The debtor filed the post-confirmation modification to her Chapter 13 Plan in order to add detailed language in Section IV(B)(2) for the purpose of notifying all creditors and parties in interest of her pending state court action against Nationstar as well as her dispute as to Nationstar's status as a secured creditor. The proposed modification did not alter any payments under the debtor's Chapter 13 Plan and proposed to continue payments directly to Nationstar pending the outcome of the state court action.

Nationstar objected to the proposed modification asserting that the debtor's modified plan was not proposed for any purpose allowed under 11 U.S.C. §1329. A hearing was held on June 12, 2014 on the objection to confirmation and present at the hearing was the debtor, debtor's counsel, counsel for Nationstar, and the Chapter 13 Trustee.

Nationstar argued that the debtor's modified plan was not proposed for one of the limited purposes delineated by 11 U.S.C. §1329 and therefore modification of the plan should not be allowed and confirmation should be denied.

The debtor asserted that 11 U.S.C. §1329 is not so limited as to preclude amendments for any other purpose, she further asserted that she was unaware of her dispute with Nationstar until after the confirmation of her original Chapter 13 Plan and therefore had no opportunity to include it in her initial schedules or any pre-confirmation Chapter 13 Plan. As a result, it would be inequitable to deny the debtor

the opportunity to notify creditors and parties in interest of her dispute as to Nationstar's claims particularly in the midst of contentious State Court litigation. The debtor also expressed her concern that denial of confirmation could prejudice her right to appeal the State Court decision by allowing Nationstar to claim judicial estoppel and/or res judicata of the debtor's originally confirmed plan which listed Nationstar as the secured creditor.

The Chapter 13 Trustee was present at the hearing and did not oppose the debtor's post-confirmation plan modification.

After arguments from counsel for the debtor and counsel for Nationstar, the Court finds that it would be inequitable to foreclose the debtor's opportunity to pursue her rights in State Court against Nationstar. The Court further finds the debtor's post-confirmation plan amendment is confirmable pursuant to 11 U.S.C. §1329. It is, therefore,

ORDERED, ADJUDGED, AND DECREED, that the objection to confirmation filed on behalf of Nationstar Mortgage is hereby denied and the plan filed May 22, 2014 is confirmed.

IT IS SO ORDERED.

District/Off: 0420-2
 Case: 11-02619-jw

User: brooks
 Form ID: pdf01

Date Created: 6/30/2014
 Total: 54

Recipients of Notice of Electronic Filing:

ust	US Trustee's Office	USTPRegion04.CO.ECF@usdoj.gov
tr	James M. Wyman	nobles@charleston13.com
aty	B-Line LLC	bline.chapter13@blinellc.com
aty	Elizabeth R. Heilig	eheilig@meredithlawfirm.com
aty	Harriet Pollitt Wallace	harriet.wallace@rtt-law.com
aty	Joe M. Lozano	jml@bkcyllaw.com
aty	Reid E. Dyer	reiddy@mvallaw.com
aty	Robert A. Muckenfuss	rmuckenfuss@mcguirewoods.com
aty	Robert R. Meredith, Jr.	rm@meredithlawfirm.com
aty	Robert R. Meredith, Jr.	rm@meredithlawfirm.com
aty	Robert R. Meredith, Jr.	rm@meredithlawfirm.com
aty	Robert R. Meredith, Jr.	rm@meredithlawfirm.com

TOTAL: 12

Recipients submitted to the BNC (Bankruptcy Noticing Center):

db	Melissa Jean Marks	209 Presidential Ct	Round O, SC 29474
cr	Nationstar Mortgage	P.O. Box 829009	Dallas, TX 75382
cr	CR Evergreen II, LLC	MS 550	PO Box 91121 Seattle, WA 98111-9221
cr	East Bay Funding, LLC	c/o Resurgent Capital Services	PO Box 288 GREENVILLE, SC 29603
cr	PRA Receivables Management, LLC	PO Box 41067	Norfolk, VA 23541
541711079	Alliance One	4850 Street Rd. Suite 300	Trevoze PA 19053
541711080	Applied Business Services	PO Box 910	Edenton NC 27932
541742947	Ashley Funding Services LLC	its successors and assigns as assignee of Syndicated Office	Systems,
	Inc	Resurgent Capital Services	PO Box 10587 Greenville, SC 29603-0587
541711081	Bank Of America	Po Box 17054	Wilmington DE 19850
541711082	Bon Secours St. Francis Hospital	PO Box 602009	Charlotte NC 28260-2009
541805767	CR Evergreen II, LLC	MS 550	PO Box 91121 Seattle, WA 98111-9221
541711083	Citi	Po Box 6241	Sioux Falls SD 57117
541711084	Colleton County Treasurer	PO Box 8	Walterboro SC 29488
541897483	East Bay Funding, LLC	c/o Resurgent Capital Services	PO Box 288 Greenville, SC 29603
541733263	FIA Card Services, NA	as successor in interest to	Bank of America NA and MBNA America Bank PO
	Box 15102	Wilmington, DE 19886-5102	
541711085	GE Money Bank/Sam's Club	PO Box 981064	El Paso TX 79998
541711086	Gerald Grenier	209 Presidential Court	Round O SC 29474
541711087	Home Depot Credit Services	PO Box 653000	Dallas TX 75265
541711088	Internal Revenue Service	1835 Assembly St.	MDP 03 Columbia SC 29201
541711089	Korn Law Firm, PA	PO Box 12369	Columbia SC 29211
541711090	Mann Bracken LLP	Two Irving Centre	702 King Farm Blvd. Rockville MD 20850
541711091	Medical Data Systems Inc	128 W Center Ave Fl 2	Sebring FL 33870
541711092	Medical Revenue Services	PO Box 1149	Sebring FL 33871
541711093	Meredith Law Firm, LLC	4000 Faber Place Drive	Suite 120 North Charleston SC 29405
541711095	NCO Financial Systems Inc.	PO Box 12100	Department 64 Trenton NJ 08650
541719941	Nationstar Mortgage	PO Box 829009	Dallas, TX 75382-9009
541711094	Nationstar Mortgage LLC	350 Highland Dr	Lewisville TX 75067
541711096	Planned Administrators, Inc.	PO Box 6927	Columbia SC 29260
541772151	Portfolio Recovery Associates, LLC	PO Box 12914	Norfolk VA 23541
542033988	Portfolio Recovery Associates, LLC	PO Box 41067	Norfolk, VA 23541
541711098	Roper Hospital	PO Box 602003	Charlotte NC 28260
541711097	Roper Hospital	PO Box 62889	North Charleston SC 29419
541711099	SC Department of Revenue	PO Box 12265	Columbia SC 29211
542301272	SC STUDENT LOAN CORP	PO BOX 102423	COLUMBIA SC 29224
541711100	Sc Student Loan Corp	Po Box 21487	Columbia SC 29221
541711101	Security Collection Agency	617 Soundside Road	Edenton NC 27932
541711102	Security Collection Agency/ABS	PO Box 910	Edenton NC 27932
541711103	Shell/Citi	Po Box 6497	Sioux Falls SD 57117
541711104	Thd/CBSD	PO Box 6497	Sioux Falls SD 57117
541711105	Wfnb/Metro Style	220 W Schrock Rd	Westerville OH 43081
541768854	World Financial Network National Bank	Quantum3 Group LLC	PO Box 788 Kirkland, WA
541775263	eCAST Settlement Corporation	assignee of Citibank	(South Dakota) NA POB 29262 New York NY
	10087-9262		

TOTAL: 42

EXHIBIT 4

United States Bankruptcy Court
District of South Carolina

Case Number: 11-02619-jw

Chapter: 13

In re: (Debtor(s) name(s) used by the debtor(s) in the last 8 years, including married, maiden, trade, and address)

Melissa Jean Marks
aka Melissa Jean Tanner
209 Presidential Ct
Round O, SC 29474

SSN: xxx-xx-6701

Entered By The Court
7/7/14

ORDER CONFIRMING PLAN AND RESOLVING MOTIONS

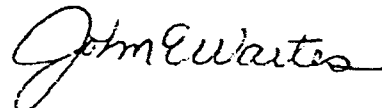
Filed By The Court

7/7/14
Laura A. Austin
Clerk of Court
US Bankruptcy Court

It having been determined after notice and hearing that the plan filed by the debtor(s)¹ on **05/22/2014**, as modified on **N/A**, complies with the provisions of Chapter 13 (11 U.S.C. § 1301 et seq.), and with all other applicable provisions of Title 11 of the United States Code and that all fees and charges to be paid before confirmation have been paid;

IT IS ORDERED THAT:

1. The plan is confirmed.
2. The debtor shall not incur indebtedness nor sell, encumber, or otherwise transfer any interest in estate property outside the ordinary course of business without approval of the court.
3. The court hereby values secured claims and voids liens as set forth in the confirmed plan or as established by separate order to the extent permitted by 11 U.S.C. § 506 (a), 506(d), § 1325(a), and applicable law.
4. Pursuant to 11 U.S.C. § 522(f)(1)(A) and/or (B), the court hereby finds that the security interests to be avoided as set forth in the confirmed plan or by separate order impair an exemption to which the debtor would otherwise be entitled under 11 U.S.C. § 522(b) and South Carolina Code § 15-41-30 and are, therefore, avoided.



United States Bankruptcy Judge

Date: July 7, 2014

Document 71 - 61

¹ When used herein, the term "debtor" shall apply as applicable either in the singular or in the plural, if there are joint debtors in the case.

District/Off: 0420-2
Case: 11-02619-jw

User: brooks
Form ID: 162aBNC

Date Created: 7/7/2014
Total: 8

Recipients of Notice of Electronic Filing:

ust	US Trustee's Office	USTPRegion04.CO.ECF@usdoj.gov
tr	James M. Wyman	nobles@charleston13.com
aty	Elizabeth R. Heilig	eheilig@meredithlawfirm.com
aty	Robert R. Meredith, Jr.	rm@meredithlawfirm.com
aty	Robert R. Meredith, Jr.	rm@meredithlawfirm.com
aty	Robert R. Meredith, Jr.	rm@meredithlawfirm.com
aty	Robert R. Meredith, Jr.	rm@meredithlawfirm.com

TOTAL: 7

Recipients submitted to the BNC (Bankruptcy Noticing Center):

db	Melissa Jean Marks	209 Presidential Ct	Round O, SC 29474
----	--------------------	---------------------	-------------------

TOTAL: 1

United States Bankruptcy Court
District of South Carolina

Case Number: 11-02619-jw

Chapter: 13

In re: (Debtor(s) name(s) used by the debtor(s) in the last 8 years, including married, maiden, trade, and address)

Melissa Jean Marks
aka Melissa Jean Tanner
209 Presidential Ct
Round O, SC 29474

SSN: xxx-xx-6701

Entered By The Court
7/7/14

ORDER CONFIRMING PLAN AND RESOLVING MOTIONS

Filed By The Court
7/7/14
Laura A. Austin
Clerk of Court
US Bankruptcy Court

It having been determined after notice and hearing that the plan filed by the debtor(s)¹ on 05/22/2014, as modified on N/A, complies with the provisions of Chapter 13 (11 U.S.C. § 1301 et seq.), and with all other applicable provisions of Title 11 of the United States Code and that all fees and charges to be paid before confirmation have been paid;

IT IS ORDERED THAT:

1. The plan is confirmed.
2. The debtor shall not incur indebtedness nor sell, encumber, or otherwise transfer any interest in estate property outside the ordinary course of business without approval of the court.
3. The court hereby values secured claims and voids liens as set forth in the confirmed plan or as established by separate order to the extent permitted by 11 U.S.C. § 506 (a), 506(d), § 1325(a), and applicable law.
4. Pursuant to 11 U.S.C. § 522(f)(1)(A) and/or (B), the court hereby finds that the security interests to be avoided as set forth in the confirmed plan or by separate order impair an exemption to which the debtor would otherwise be entitled under 11 U.S.C. § 522(b) and South Carolina Code § 15-41-30 and are, therefore, avoided.


United States Bankruptcy Judge

Date: July 7, 2014

Document 71 - 61

¹ When used herein, the term "debtor" shall apply as applicable either in the singular or in the plural, if there are joint debtors in the case.

Certificate of Notice Page 2 of 2
United States Bankruptcy Court
District of South Carolina

In re:
Melissa Jean Marks
Debtor

Case No. 11-02619-jw
Chapter 13

CERTIFICATE OF NOTICE

District/off: 0420-2

User: brooks
Form ID: 162aBNC

Page 1 of 1
Total Noticed: 1

Date Rcvd: Jul 07, 2014

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Jul 09, 2014.

db +Melissa Jean Marks, 209 Presidential Ct, Round O, SC 29474-4374

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.
NONE. TOTAL: 0

***** BYPASSED RECIPIENTS *****

NONE.

TOTAL: 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP.
USPS regulations require that automation-compatible mail display the correct ZIP.

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 9): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Jul 09, 2014

Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on July 7, 2014 at the address(es) listed below:

B-Line LLC on behalf of Creditor CR Evergreen II, LLC bline.chapter13@blinellc.com
Elizabeth R. Heilig on behalf of Debtor Melissa Jean Marks eheilig@meredithlawfirm.com,
slengram@meredithlawfirm.com;clafayette@meredithlawfirm.com;jgaudreau@meredithlawfirm.com
Harriet Pollitt Wallace on behalf of Creditor Nationstar Mortgage harriet.wallace@rtt-law.com,
sheri.mcclendon@rtt-law.com;missie.wessinger@rtt-law.com
James M. Wyman nobles@charleston13.com,
wyman@charleston13.com;lamontagne@charleston13.com;renno@charleston13.com;d_nobles@bellsouth.net
Joe M. Lozano on behalf of Creditor Nationstar Mortgage notice@bkcyllaw.com
Reid E. Dyer on behalf of Creditor Roper St. Francis Healthcare reiddyer@mvalaw.com
Robert A. Muckenfuss on behalf of Creditor Nationstar Mortgage rmuckenfuss@mcguirewoods.com,
mwoods@mcguirewoods.com;bsieg@mcguirewoods.com;dmorrison@mcguirewoods.com
Robert R. Meredith, Jr. on behalf of Debtor Melissa Jean Marks rm@meredithlawfirm.com,
eheilig@meredithlawfirm.com;slengram@meredithlawfirm.com;clafayette@meredithlawfirm.com;jgaudreau@meredithlawfirm.com
US Trustee's Office USTPRegion04.CO.ECF@usdoj.gov

TOTAL: 9

UNITED STATE BANKRUPTCY COURT
DISTRICT OF SOUTH CAROLINA

IN RE:)	
)	CASE NO: 11-02619-jw
Melissa Jean Marks)	
209 Presidential Ct)	CHAPTER 13
Round O, SC 29474)	
SSN xxx-xx-6701)	
)	
DEBTORS.)	

CERTIFICATE OF SERVICE

I hereby certify that a copy of the Order Confirming Plan and Resolving Motions was duly served upon the parties named below either by depositing said papers in the United States Mail at Charleston, South Carolina or electronically through CM/ECF.

ELECTRONICALLY

James M. Wyman
Chapter 13 Trustee
PO Box 997
Mt. Pleasant, SC 29465-0997

US Trustee Region 4
1835 Assembly Street #953
Columbia, SC 29201-2448

VIA US MAIL

Nationstar Mortgage LLC
350 Highland Dr
Lewisville TX 75067

/s/ Shawnda Engram

Shawnda Engram, Paralegal for
Robert R. Meredith, Jr., D.C. ID# 6152
Elizabeth R. Heilig, D.C. ID# 10704
Meredith Law Firm, LLC
Attorneys for the Debtors
4000 Faber Place Drive, Suite 120
North Charleston, SC 29405
843-529-9000

Date: 7/9/14

EXHIBIT 5

UNITED STATES BANKRUPTCY COURT
DISTRICT OF SOUTH CAROLINA
CHARLESTON DIVISION

IN RE:) Case No. 13-02619jw
MELISSA JEAN MARKS,) Chapter 13
Debtor.) 145 King Street
) Charleston, South Carolina 29401
) June 12, 2014
) 9:38 A.M.

TRANSCRIPT OF CONTINUE OBJECTION TO
CONFIRMATION OF PLAN MODIFICATION
BEFORE HONORABLE JOHN E. WAITES
UNITED STATES BANKRUPTCY JUDGE

APPEARANCES:

For the Debtor: Meredith Law Firm, LLC
By: ELIZABETH R. HEILIG, ESQ.
2411 N. Oak Street
Suite 107
Myrtle Beach, South Carolina 29577

For Nationstar Mortgage: McGuire Woods, LLP
By: RICHMOND McPHERSON, III, esq.
201 North Tryon Street
Suite 3000
Charlotte, North Carolina 28202-2146

Chapter 13 Trustee: JAMES M. WYMAN, ESQ.
P.O. Box 110
Memphis, Tennessee 38101-0110

Audio Operator: Regina Schmidt

TRANSCRIPTION SERVICE: TRANSCRIPTS PLUS, INC.
435 Riverview Circle
New Hope, Pennsylvania 18938
Telephone: 215-862-1115
Facsimile: 215-862-6639
e-mail CourtTranscripts@aol.com

Proceedings recorded by electronic sound recording, transcript
produced by transcription service.

1 THE COURT: The next matter is Number 24, it's the
2 case of Melissa G. Marks. There's an objection to the
3 modification of plan.

4 (Pause/Unrelated off-the-record colloquy)

5 THE COURT: All right. If counsel would state their
6 appearance?

7 MR. MCPHERSON: May it please the Court, Rich
8 McPherson from McGuire Woods for Nationstar, Your Honor.

9 MS. HEILIG: Elizabeth Heilig on behalf of the
10 debtor, Melissa Marks.

11 THE COURT: Okay. So this is an objection to the
12 plan modification. So where do we stand, Mr. McPherson?

13 MR. MCPHERSON: Yes, Your Honor. This is
14 Nationstar's objection to post confirmation modification.

15 Just -- by way of background, to give Your Honor a
16 little bit of background about this case. Chapter 13 petition
17 filed in April of 2011. The plan is confirmed on June of 2011.
18 A debtor -- the debtor in this case filed a State Court action
19 against Old South Mortgage in April of 2012.

20 In April of 2014, the debtor filed a modification --
21 a post confirmation modification to alert the Court and
22 creditors of the dispute. The original State Court action only
23 named Old South Mortgage, which is the originator of the
24 debtor's mortgage loan, did not name Nationstar. Nationstar
25 intervened. The summary judgment was granted in favor of

1 Nationstar.

2 The State Court action is up on -- now up on appeal.

3 But in April of 2014, the post confirmation modification was
4 filed pursuant to Section 1329.

5 THE COURT: Okay. Let me -- you said everything very
6 well.

7 MR. McPHERSON: Yes, sir.

8 THE COURT: And for a second I didn't listen to part
9 of it, and so I'm going to start over.

10 MR. McPHERSON: Sure, Your Honor.

11 THE COURT: No, you don't have to start over, just --
12 so -- but there's litigation.

13 MR. McPHERSON: So there's litigation --

14 THE COURT: Ms. Marks --

15 MR. McPHERSON: -- in State Court --

16 THE COURT: Ms. Marks sued --

17 MR. McPHERSON: Ms. Marks sued Old South Mortgage --

18 THE COURT: -- Old South.

19 MR. McPHERSON: -- the originator.

20 THE COURT: In what year?

21 MR. McPHERSON: In 2012.

22 THE COURT: Okay.

23 MR. McPHERSON: Did not originally name Nationstar.

24 THE COURT: And Nationstar is --

25 MR. McPHERSON: Nationstar -- my client intervened.

1 Nationstar is now the holder --

2 THE COURT: Okay.

3 MR. McPHERSON: -- and servicer of the mortgage.

4 THE COURT: All right. And when did that get
5 transferred to Nationstar, you said now the holder and
6 servicer.

7 MR. McPHERSON: I believe that was in -- back in
8 2012. Or back in 2013, I believe.

9 THE COURT: Well, so -- after the initiation of the
10 litigation --

11 MR. McPHERSON: Yes.

12 THE COURT: -- against Old South.

13 MR. McPHERSON: Yes, Your Honor. I could be wrong
14 about that fact, I'm not sure exactly when they were the
15 holder.

16 THE COURT: I think some of the issues -- I think
17 some of this -- to me, some of what matters here is when Ms.
18 Marks knew that your client was involved. If she knew it after
19 she filed a plan -- if she knew she might have a claim that
20 involved your client some -- not until recently, then maybe
21 that's reasonable that she can --

22 MR. McPHERSON: Right.

23 THE COURT: -- amend her plan.

24 MR. McPHERSON: And she -- she -- and she knew of it
25 -- we don't contest that -- the piece of this that we don't

1 contest is that her knowledge came into existence in 2012,
2 which would have been after confirmation.

3 But this amendment -- this post confirmation
4 amendment that she seeks is -- in the State Court action, she's
5 contesting the validity of the loan and the validity of the
6 debt.

7 THE COURT: Right.

8 MR. McPHERSON: Summary judgment has been granted in
9 favor of Nationstar. Whether -- oh important to note that Ms.
10 Marks is still paying outside of the plan. So the original
11 confirmed plan had Nationstar being paid out of the plan, and
12 it's my understanding that that is still taking place.

13 The State Court action originally against Old South
14 that Nationstar intervened in contested the validity of the
15 loan. Even though payments were still being made, it's just
16 about the validity of the loan.

17 The modification that was proposed this year -- two
18 years after the State Court action was initiated seeks to alert
19 the Court to the dispute over the validity of the mortgage.

20 Now that -- the -- this is untimely and wrong under
21 1329 because 1329 provides modification would be improper if
22 it's made to increase or reduce the amount of payment. This is
23 simply alerting the Court to a dispute over the mortgage that's
24 being litigated, it was in State Court at the trial court
25 level, now is on appeal. It doesn't increase the amount or the

1 time of payments because at this point in time, whether the
2 amount of payments will change is completely speculative. So
3 here our argument today is the modification is untimely.

4 If Ms. Marks was successful in the State Court
5 action, she could come back under 1329 and petition for a
6 modification. But now, because she's not changing anything
7 under 1329, the modification is not being made for the purpose
8 of increasing or reducing the amount of payments. The
9 modification's improper -- improper.

10 So really the purpose of 1329 is when there is
11 something tangible to alert the Court 'to that would increase
12 the amount or the time in which payments are made, then
13 modifications are proper. But here where a second modification
14 would have to take place in order for it to really come into
15 fruition, it would be improper at this time.

16 THE COURT: Okay. Ms. Heilig?

17 MS. HEILIG: Your Honor, I -- I just don't think that
18 1329 or agree that 1329 is that limited. The purpose of the
19 modification is merely to notify the creditors that Ms. Marks
20 does dispute it.

21 And the additional purpose is that Ms. Marks is
22 attempting to preserve her rights within her appeal. She
23 doesn't want Nationstar to be able to come back and say, well,
24 your confirmed plan lists us as the secured party and have it
25 kicked out based on that.

1 And, you know, Your Honor, this is a court of equity.
2 And Ms. Marks, had she known of this claim pre-confirmation,
3 she certainly would have done this amendment pre-confirmation.
4 She didn't learn that she disputed their claim or the validity
5 of their claim until post confirmation.

6 And so she wished to amend the plan just to add some
7 nonstandard language. She certainly could have gone so far as
8 to try and list Nationstar as an unsecured creditor, but we do
9 believe that's premature at this point.

10 The purpose was just to notify the creditors and
11 reserve her rights that she does have a dispute, but will
12 continue paying as the secured party, pending the outcome of
13 her State Court appeal.

14 THE COURT: Okay. So how does -- if I allow Ms.
15 Marks to do that, Mr. McPherson, how does that -- how does that
16 affect Nationstar? How does it affect you at all?

17 MR. MCPHERSON: Your Honor, Nationstar has raised a
18 judicial estoppel argument in the State Court action. And
19 there could be some implications with your allowing the
20 amendment here to impact the modification argument there.

21 But really our position is 13 --

22 THE COURT: Well, I don't think that her -- if she
23 didn't know about the ability to or the -- had not filed the
24 claim against the mortgage company pre-confirmation, that she
25 should be barred from doing that. I thought Ms. Marks raised

1 some of these issues sometime with me, it seems.

2 MS. HEILIG: She certainly did. We -- the --
3 Nationstar was granted a limited stay relief to respond to the
4 State Court action. At the time, we didn't necessarily think
5 it was necessary to amend the plan.

6 It's just now that Ms. Marks has experienced in the
7 original State Court action that there was much hesitation
8 based on what was listed in the bankruptcy, that, you know, she
9 had listed them in the case or didn't list her dispute. She is
10 just trying to do everything she can to protect her rights and
11 make sure that this Chapter 13 bankruptcy is not used against
12 her as an excuse not to decide --

13 THE COURT: Right.

14 MS. HEILIG: -- the underlying merits of the case.

15 THE COURT: I understand that. So the question is
16 did she -- so before confirmation, she knew she was going to
17 sue her mortgage company.

18 MS. HEILIG: No, she did not. It was actually well
19 post confirmation. I would say eight months to a year post
20 confirmation that she discovered it --

21 THE COURT: And I forget, did --

22 MS. HEILIG: -- when she took a much closer look.

23 THE COURT: Did you represent her for that -- with
24 this plan?

25 MS. HEILIG: Yes, we did.

1 THE COURT: Okay. So -- and you said, Mr. McPherson,
2 there's not a dispute about that. You don't dispute whether
3 she --

4 MR. McPHERSON: No, no.

5 THE COURT: -- knew about it --

6 MR. McPHERSON: That was -- the plan was confirmed in
7 June, 2011. State Court action filed in April of 2012. So,
8 exactly as Ms. Heilig says.

9 But this would be a perfectly appropriate amendment
10 when it comes back to the Court with a --

11 THE COURT: Yeah, but --

12 MR. McPHERSON: -- concrete amount or time of when
13 that -- that --

14 THE COURT: Well, that's what you're trying to
15 prevent, that from happening based upon it not being listed.
16 Right? I mean you're trying to foreclose her ability to get a
17 judgment and liquidate an amount on which you say a later
18 amendment could be maintained by the argument of judicial
19 estoppel.

20 MR. McPHERSON: Right.

21 THE COURT: Yeah.

22 MR. McPHERSON: We've made judicial estoppel
23 argument --

24 THE COURT: Right. Well, I don't think that's --

25 MR. McPHERSON: Right.

1 THE COURT: I don't -- I don't think you should
2 necessarily get that. So I'll overrule the objection to the --
3 to the amendment of the plan for the purpose as you've
4 described it, which is just a -- to identify the litigation --

5 MS. HEILIG: Correct.

6 THE COURT: -- and -- and the correct party. Because
7 even -- since you filed the case, it was a different entity.

8 MS. HEILIG: Correct, Your Honor.

9 THE COURT: Because you say it's been assigned to
10 Nationstar and you're the servicer.

11 MR. McPHERSON: Yes, Your Honor. Nationstar is now
12 the --

13 THE COURT: Yeah.

14 MR. McPHERSON: -- holder and the servicer.

15 THE COURT: Well, I think that's probably a
16 reasonable way to look at it, considering the sophistication of
17 the mortgage assignment process, and that sort of thing. So I
18 hear your argument, and I understand why you're here. But I
19 think it's probably appropriate to -- you know, I don't see how
20 it prejudices Nationstar, particularly since you just learned
21 about the litigation after -- or ability to sue after
22 confirmation, and no one -- of the original plan, no one
23 disputes that.

24 Okay. So I guess we need an order to that effect
25 just on this matter.

1 MS. HEILIG: I think you could -- we could certainly
2 submit an order --

3 THE COURT: I'll --

4 MS. HEILIG: -- denying the objection to claim or --

5 THE COURT: I'm thinking that, you know, when you --
6 if this is an issue that's being considered in a parallel court
7 proceeding, you know, it's hard for those judges to know --

8 MS. HEILIG: Sure.

9 THE COURT: -- unless there's a writing.

10 MS. HEILIG: And it may be worth putting a little
11 more detail in this so --

12 THE COURT: Well, consistent with what we've said
13 today.

14 MS. HEILIG: Absolutely.

15 THE COURT: I'm happy for you to show it to Mr.
16 McPherson. I know it's not consented or anything, but, you
17 know, if you want to, but I'm not requiring it. But I --
18 that's my feeling is that this -- that maybe it's appropriate
19 to allow the amended plan. It really doesn't alter the
20 treatment --

21 MS. HEILIG: No, not at all, Your Honor.

22 THE COURT: -- of any party, other than it just
23 corrects the party that holds the mortgage.

24 MS. HEILIG: Correct.

25 THE COURT: And it indicates a fact --

1 MS. HEILIG: And it -- it just notifies the creditor.

2 THE COURT: -- that occurred post petition, and that

3 is --

4 MS. HEILIG: Absolutely.

5 THE COURT: -- that there is a dispute on the
6 validity of the mortgage.

7 MS. HEILIG: Absolutely.

8 THE COURT: It's not asking not to make payments in
9 the meantime.

10 MS. HEILIG: Not at all, Your Honor.

11 THE COURT: Okay. Mr. Wyman, do you see anything
12 wrong with that approach?

13 MR. WYMAN: No, Your Honor. And after Ms. Heilig
14 submits that proposed order and that's entered, then we will
15 submit an order confirming the amended plan.

16 THE COURT: Okay. Because that was the only issue.

17 MR. WYMAN: Yes, sir.

18 THE COURT: All right. Okay. Let's do it that way.

19 MULTIPLE SPEAKERS: Thank you.

20 THE COURT: Thank you. Appreciate it. Good seeing
21 you.

22 (Whereupon, at 9:51 A.M., the hearing was adjourned.)

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CERTIFICATE OF TRANSCRIBER

I, KAREN HARTMANN, a certified Electronic Court Transcriber, certify that the foregoing is a correct transcript from the electronic sound recording of the proceedings in the above-entitled matter.

Karen Hartmann

Karen Hartmann, AAERT CET**D0475 Date: July 21, 2014
TRANSCRIPTS PLUS, INC.

EXHIBIT 6

The South Carolina Court of Appeals

Melissa Jean Marks, Appellant,

v.

Old South Mortgage Corporation, John Does 1-100,
Nationstar Mortgage, LLC, Defendants,

Of whom Nationstar Mortgage, LLC, is the Respondent.

Appellate Case No. 2013-002555

ORDER

After careful consideration, Appellant's request to submit a supplemental record on appeal is denied. *See* Rule 210(c), SCACR ("The Record on Appeal shall not . . . include matter which was not presented to the lower court or tribunal."); Rule 209, SCACR (providing the parties shall not designate for inclusion in the record material that is not relevant to the underlying order on appeal).


FOR THE COURT

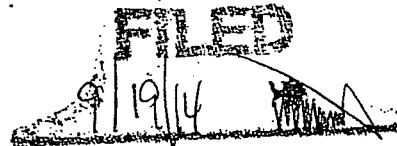
Columbia, South Carolina

cc:

Melissa Jean Marks

Robert A. Muckenfuss, Esquire

Elizabeth Marion Zwickert Timmermans, Esquire



THE STATE OF SOUTH CAROLINA
In The Court of Appeals

RECEIVED

JUN 11 2015

SC Court of Appeals

APPEAL FROM COLLETON COUNTY
Court of Common Pleas

Maité Murphy, Circuit Court Judge

Civil Action Case No. 2012-CP-15-00262
Appellate Case No. 2013-002555

Melissa Jean Marks,Appellant,

v.

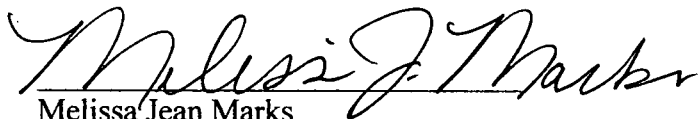
Nationstar Mortgage, LLC,Respondent.

PROOF OF SERVICE

I certify that I have served Appellant’s Petition for Rehearing and Memorandum in Support and Exhibits 1-6 on the Respondent, Nationstar Mortgage, LLC, by depositing a copy of it in the United States Mail, postage prepaid, on June 10, 2015, addressed to its attorney of record, Robert A. Muckenfuss, Esq., McGuire Woods LLP, 201 North Tryon Street, Suite 3000, Charlotte, NC 28202, and on Old South Mortgage Corporation, by depositing a copy of it in the United States Mail, postage prepaid, on June 10, 2015, addressed to its attorney of record, John F. Knobloch, Esq., King & Knobloch, P.C., 808 Johnnie Dodds Blvd., Mt. Pleasant, SC 29464.

Respectfully submitted,

June 10, 2015



Melissa Jean Marks
209 Presidential Court
Round O, SC 29474
(843) 599-3156
mjmarks68@hotmail.com

Appellant/Plaintiff *Pro Se*

RECEIVED
JUN 11 2015
SC Court of Appeals

Melissa J. Marks
209 Presidential Court
Round O, SC 29474
(843) 599-3156
mjmarks68@hotmail.com

June 10, 2015

The Honorable Jenny Abbott Kitchings
Clerk of Court
South Carolina Court of Appeals
1220 Senate Street
Columbia, SC 29201

Re: Melissa Jean Marks v. Old South Mortgage Corporation, et al.
Colleton County Court of Common Pleas
Civil Action No. 2012-CP-15-00262
Appellate Case No. 2013-002555

Dear Ms. Kitchings:

Enclosed please find for filing an original and six copies of Appellant's Petition for Rehearing and Memorandum in Support, Exhibits 1-6, Proof of Service, and \$25.00 cashier's check in payment of the filing fee. In addition, I am enclosing an extra copy of the pleading and request that you please file-stamp same and return it to me in the enclosed self-addressed, stamped envelope for my records.

I thank you and appreciate your assistance with this matter.

Sincerely,



Melissa J. Marks
Appellant/Plaintiff *Pro Se*

Enclosures

cc: Robert A. Muckenfuss, Esq., Attorney for Respondent Nationstar Mortgage, LLC
John F. Knobeloch, Esq., Attorney for Defendant Old South Mortgage Corp.