

THE STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

APPEAL FROM AIKEN COUNTY
SECOND JUDICIAL CIRCUIT
COURT OF COMMON PLEAS

REFEREE JAMES MARTIN HARVEY, JR
Trial court Case NO. 2012-CP-02-00699
APPELLATE CASE NO. 2015-001119

RECEIVED
AUG 20 2015
SC Court of Appeals

BANK OF AMERICA, N.A.

BAC HOME LOANS SERVICING , LP

fka COUNTRYWIDE HOME LOANS

SERVICING, LP

RESPONDENT

V.

CAROLYN S. DEANER

APPELLANT

)

APPELLANT OBJECTS

AND MOVES ON COURT TO

NULLIFY

APPELLANT'S OBJECTION TO RESPONDENT'S MOTION TO EXTEND TIME TO FILE BRIEF AND DESIGNATION OF MATTER TO BE INCLUDED IN THE RECORD OF APPEAL AND MOVES ON THIS HONORABLE COURT FOR NULLIFICATION

The Appellant, Pro Se, pursuant to SC and Fed Rule CP 60 (b) 1-5, objects to an extension of time granted to the Respondent TO FILE their initial brief and designation of matter to be included in the record on appeal for meritorious facts as follows:

1. Respondent is no longer a party to the case, nor is a true party in the case, and they have sold the servicing rights to Seterus, Inc. and Seterus is now claiming to be the mortgagee to the Appellants home insurance company, and have fraudulently added \$18,000 to their loan statement.

2. Respondent is not the Owner of the Note as the Appellant's loan was securitized and there is no endorsement to the Fannie Mae REMIC 2007-91 Trust on the note. Carpenter V. Longan, U.S. SUPREME COURT, 1872, and Young V. People's Bank, SC SUPREME COURT 1933 honoring Carpenter v. Longan.

3. Respondent gave no evidence in the original Complaint of having the Note or being OWNER of the note, therefore, the Respondent lacked standing and the trial court did not have subject matter jurisdiction in this case.

4. Respondent sent the Acceleration letter to the Appellant in 2010 and were not assigned the note and mortgage until 2011, therefore they were not the Lender or mortgagee in Appellants mortgage in violation of #22 of the Appellant's mortgage agreement. In addition, MERS NEVER HELD THE NOTE AND LEGALLY COULD NOT ASSIGN IT, and further, when MERS assigned the note, it spit the Note from the mortgage causing the note to become unsecured and the mortgage worthless, (Missouri SUPREME COURT, Bellitri v. Ocwen).

5. Respondent violated the PSA Guidelines, as the note and mortgage were not endorsed, negotiated, assigned or transferred to the Fannie Mae REMIC 2007-91 Trust causing the note to be VOID. Bank of America is not a beneficiary in the mortgage, *Glaski v. Bank of America*, (5th District of App No. F064556 Cal. 7/31/13, (Appellant has right to question the PSA Guidelines and is a third party) also, *Herrera V. Deutsche Bank National Trust Co.*, supra, 196 Cal. App 4th 1366 (facts existed regarding alleged breaks in the chain of ownership of the deed of trust in question, and (id at p 1378...further stating, in view of the limiting statements included in the Gomes opinion, "WE DO NOT interpret it as barring claims that CHALLENGE A FORECLOSURE BASED ON ALLEGATIONS THAT AN ATTEMPT TO TRANSFER THE DEED OF TRUST WAS "VOID". AFTER A TRUST CLOSES OUT A POWER OF SALE IS "VOID" BY A SERVICER. Also, as stated by the Court in *Glaski*..."Tender is not required where the foreclosure sale is VOID, rather than voidable, such as when a Plaintiff (*Glaski*) proves that the entity lacked the authority to foreclose on the property.

The Appellant now sufficiently allege that the Respondent ceded any interest upon which it might foreclose when the loan was sold to Fannie Mae and securitized in the Fannie Mae REMIC 2007-91 Trust prior to any merger in 2008 with Countrywide who irrevocably sold all right, title and interest in the Appellant's Mortgage loan, for value received to the Fannie Mae REMIC 2007-91 Trust. (See *Burke v. JP Morgan Chase Bank*, US Dis Ct Cal. 5/11/2015). And in so doing , the PSA Guidelines under the Trust Laws of New York have been violated as there are no dates on the endorsements of the note nor an endorsement to Fannie Mae or the Fannie Mae Remic 2007-91 Trust causing the note to be VOID.

WHEREFORE, Our South Carolina SUPREME COURT RELIED UPON THE PRINCIPLE OF "UNCLEAN HANDS" AND CITED, first Union national bank of S.C. v. sodden which held that the 'DOCTRINE OF UNCLEAN HANDS" will PRECLUDE a litigant from recovering in EQUITY if that litigant acted unfairly to the DETRIMENT OF THE OTHER PARTY. OUR SOUTH CAROLINA SUPREME COURT DIES NOT LOOK FAVORABLY UPON THOSE WHE ARE UNDESERVING AND WHO TRY TO USE THE COURT RULES TO OBTAIN A BENEFIT THEY DO NOT DESERVE.

SINCE the Respondent continues to pursue this "wrongful foreclosure action",and "wrongful foreclosure" is considered a TORT, MONETARY DAMAGES WOULD APPLY. And lastly, UCC 3-501 requires a Servicer to show authority to make demand for payment which has not been done since Plaintiff became the Servicer, nor has Seterus, Inc. supplied any evidence of authority.

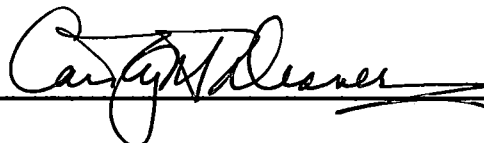
Appellant moves on the Appellant Court to deny the Respondent's request for an extension and DISMISS THE CASE WITH PREJUDICE.

Respectfully submitted,

Date: AUGUST 15, 2015,

North Augusta, SC

Aiken County



CAROLYN S. DEANER

704 KERSHAW DRIVE

NORTH AUGUSTA (BELVEDERE), SC 29841

PRO SE/APPELLANT

(706) 399-5496

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CERTIFICATE OF SERVICE

I hereby certify that the foregoing APPELLANT OBJECTS AND MOVES ON THE COURT TO NULLIFY has been served upon the parties in this action by mailing a copy thereof, postage prepaid to the following:

Robert A. Muckenfuss, Trent Grissom & Janiere E. Taylor

MCGUIREWOODS LLP

201 North Tryon Street, Suite 3000

Charlotte, NC 28202

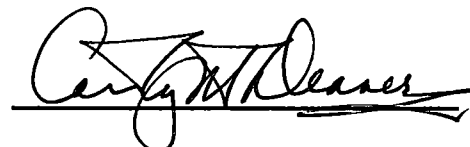
CHARLIE GWYNNE, Esq.

Rogers Townsend and Thomas

P. O. Box 100200

Columbia, SC 29202

This the 15th day of August, 2015



Carolyn S. Deaner, Pro Se

seterus™

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August 10, 2015

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L063AB.1

000539

DEANER, CAROLYN S
704 KERSHAW DR
NORTH AUGUSTA, SC 29841

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SC Court of Appeals

RE: Loan number: 29397436, serviced by Seterus, Inc.

Dear DEANER, CAROLYN S:

We are in receipt of your inquiry and are in the process of reviewing the issue(s) presented. Upon completion of our research, we will send you a written explanation of the results and any actions taken.

The owner of your loan is Fannie Mae (Federal National Mortgage Association), 3900 Wisconsin Avenue NW, Washington, DC 20016-2892, 800.732.6643. Fannie Mae has contracted with us to service and respond to inquiries about your loan. Inquiries may be directed to Seterus at PO Box 2008; Grand Rapids, MI 49501-2008.

If you have any questions, please call us at 866.570.5277.

Sincerely,

Seterus, Inc.

NOTE: ① DEBT IS DISPUTED. APPELLANT DENIES DEBT.
② TENDER OF PAYMENT MADE 3/31/2015, DENIED PAYMENT SO DISCHARGED ACCORDING TO UCC 3-603
③ OWNER OF NOTE IS NOT FANNIE MAE, but the multiple classes of the FANNIE MAE REMIC 2007-91 TRUST.
④ NO PROOF OF CONTRACT FROM FANNIE MAE TO SERVICE A VOID NOTE by Seterus, Inc OR BANK OF AMERICA.

THIS COMMUNICATION IS FROM A DEBT COLLECTOR AS WE SOMETIMES ACT AS A DEBT COLLECTOR. WE ARE ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. HOWEVER, IF YOU ARE IN BANKRUPTCY OR RECEIVED A BANKRUPTCY DISCHARGE OF THIS DEBT, THIS LETTER IS NOT AN ATTEMPT TO COLLECT THE DEBT, BUT NOTICE OF POSSIBLE ENFORCEMENT OF OUR LIEN AGAINST THE COLLATERAL PROPERTY. COLORADO: FOR INFORMATION ABOUT THE COLORADO FAIR DEBT COLLECTION PRACTICES ACT, SEE WWW.COLORADOATTORNEYGENERAL.GOV/CA. Seterus, Inc. maintains a local office at 355 Union Boulevard, Suite 250, Lakewood, CO 80228. The office's phone number is 888.738.5576. NEW YORK CITY: 1411669, 1411665, 1411662. TENNESSEE: This collection agency is licensed by the Collection Service Board of the Department of Commerce and Insurance. Seterus, Inc. is licensed to do business at 14523 SW Millikan Way, Beaverton, OR.

⑤ Letter dated July 27, 2015 WAS mailed to multiple locations to Seterus, Inc. disputing debt and demanding proof of Note and all documents including PSA Agreement.



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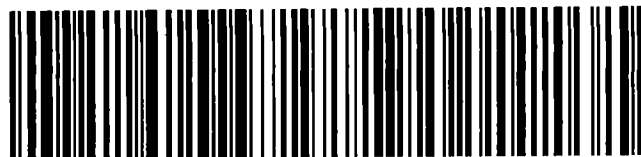
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TO: V. CLAIRE ALLEN, DEPUTY CLERK
SC COURT OF APPEALS
1015 SUMTER STREET
COLUMBIA, SC 29201

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