

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)
NATIONSTAR MORTGAGE, LLC,)
Appellee,)
- vs-)
BARBARA A. GIBBS, MELVIN E.)
GIBBS, And WESTBROOK PHASE IV)
HOMEOWNERS' ASSOCIATION,)
Appellants.)

IN THE COURT OF APPEALS
OF SOUTH CAROLINA

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SEP 21 2015

SC Court of Appeals

CASE NO: 2015-001873

**AMENDED
MOTION FOR TEMPORARY
RESTRAINING ORDER
[TRO]**

Pursuant to Rule 65(b), SCRCF and the inherent power of this Honorable Court – to protect against illegal conduct, Appellants [hereinafter Gibbs] move for a temporary restraining order enjoining Nationstar Mortgage from denying Gibbs’ mortgage applications; and/or granting mortgages identified in the accompanying Affidavit(s). In support of the instant motion, Gibbs would show as follow:

1. The seven (7) day delay: notification to the seller this matter would be resolved on the 14th day of September, and today, places Gibbs in a precarious position. The Seller has the right to void the purchase agreement and retain Gibbs’ “good faith” deposit (\$3,000). Gibbs’ desire to purchase was based on the water front home having a value of about \$410,000 and being “perfect” for Gibbs’ transition.

2. In order to save Gibbs’ purchase of said home; given Gibbs is not interested in accumulating damages against Appellee. The most viable option to Gibbs is immediate payment in one form or another.

a. Gibbs' home (4257 Monterey Drive, Florence, SC 29501) has a value of about \$800,000. Appellee's having filed this criminal foreclosure suit should negate any and all bond requirements. However, if the Court finds a bond to be required, said property has more than adequate value.

3. Appellee, Nationstar Mortgage [hereinafter Nationstar] retained the Korn Law Firm to file a foreclosure suit against Gibbs; Nationstar Mortgage knew Gibbs never missed a mortgage payment. Yet, Nationstar swore to the validity of their foreclosure filing and had the Korn Law Firm certify the foreclosure suit as being filed in good faith and was TRUE as to each allegation – **BANK FRAUD**.

4. On July 26, 2013 Appellants wrote Nationstar a letter outlining the illegal conduct by BOA, and warned Nationstar Mortgage not to join the Corrupt Organization: falsely claiming \$2,258.82 was due and owed – then falsely escalating said amount to \$8,528.09.

5. On or about October 29, 2013 Appellants learned of the foreclosure suit from a bankruptcy attorney letter of introduction. Appellants called Nationstar and advised Nationstar not to proceed with the suit in that the suit was in violation of the “mortgage;” Appellants would provide bank records to show all mortgage payments were made when due and owed.

6. On November 6, 2013 the Korn Law Firm, representing Nationstar, had Appellants served with the foreclosure suit. Appellants called the Korn Law Firm and advised “them” the suit was not valid and Gibbs would provide bank records to show all payments were timely made.

7. On November 19, 2013 Appellants filed a motion to dismiss based on lack of subject matter jurisdiction, failure to state a claim upon which relief could be granted, and suit was pending

– addressing Appellee’s racketeering activities. And, asked the trial court to sanction Appellee and their attorney for having committed fraud on the court.

8. Appellee did not file this foreclosure based on the **MORTGAGE NOTE**; it is the mortgage note that sets out rights, responsibilities and remedies: it is the **MORTGAGE NOTE** that provides STANDING: when a term or terms of the NOTE are breached and remedies! Appellee has not suffered damages and therefore does not have standing to bring this litigation.

9. Appellee filed this litigation to punish Appellants for requesting mortgage modification under the Home Affordable Mortgage Program (Hereinafter HAMP). Appellee; under the then existing law, was required to modify Gibbs’ mortgages (2009 - 2015) from the current “alleged” 9.8% (\$2,900 per month) to 2% (\$1,400 per month): Nationstar would have received \$1,500.00 less per month; during the past 6 years Nationstar would have “collect” \$108,000.00 less from Gibbs on one loan or effectively 216,000 on both loans.

10. Nationstar destroyed Gibbs’ ability to obtain a mortgage loan; the “due diligence” period of ten (10) days expired on Saturday, the 12th day of September 2015 - The Seller can void the purchase contract and retain Gibbs’ \$3,000; AND, sell Gibbs’ home to another Buyer. Gibbs show there is no adequate remedy at law and immediate injunctive relief is necessary: **TO RETAIN THE STATUS QUO**.


a. The home being purchased by Gibbs is unique, one of a kind, and cannot be replaced in structure and/or money. If the requested relief is denied Gibbs will be irreparably damaged and suffer great financial loss.

b. For the past two years Gibbs has attempted every legal maneuver and tactic to have Appellee stop the illegal foreclosure: Appellee rejected every attempt made by Gibbs!

11. Gibbs will likely succeed on the merits of this case, as set forth more fully in the Affidavit(s). "But for" the fraud perpetrated by Appellee the complained of situation would not have occurred. The Appellee's illegal acts are the sole cause of the impediments preventing Gibbs from purchasing the home as described. AND, Appellee must not be allowed to perpetrate fraud on this Honorable Court and the PUBLIC; thus protecting the public interest.

WHEREFORE, Appellants pray this Honorable Court order Appellee provide Appellants two (2) – 30 year home mortgage loans; .5% for 30 years: \$350,000 for 408 Water Fall Lane, Stone Mountain, GA 30087 and the second mortgage for the home replacing 4257 Monterey Drive, Florence, SC 29501, plus \$329,000 – amount of the attempted fraud, and that the Honorable Court grant such other and further relief, at law and equity, general or special, to which Gibbs have shown themselves justly entitled.

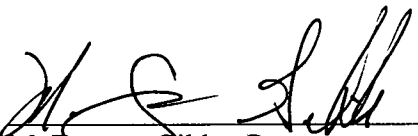
Respectfully Submitted,



M. Eugene Gibbs, Pro-se
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September 19, 2015

RULE 11, SCRPC CERTIFICATION: Undersigned Appellant certified that consultation would serve no useful purpose to the foregoing motion for temporary restraining order. AND, the criminal foreclosure actions my Nationstar Mortgage has resulted in their attorneys "closing" their doors and abandoning this case!



M. Eugene Gibbs, Pro-se