

KORN LAW FIRM, P. A.
POST OFFICE BOX 11264,
1300 PICKENS STREET
COLUMBIA, SOUTH CAROLINA 29211
(803) 252-5817

November 11, 2011

The Honorable Daniel E. Shearouse
Clerk, South Carolina Supreme Court
Post Office Box 11330
Columbia, SC 29211

RECEIVED

NOV 15 2011

S.C. SUPREME COURT

RE: LaSalle Bank v. Laura Toney
Docket No. 2005-CP-31-169
My File No. F25-02718

Dear Sir or Madam:

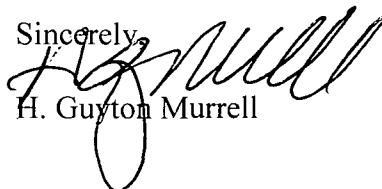
The above referenced matter is before the South Carolina Supreme Court on a petition for writ of certiorari by the appellant Laura Toney. I have just been notified that Ms. Toney also filed an action in federal court which seeks duplicative relief to that requested in the appeal. I am uncertain as to the potential impact of the pending federal case to the present appeal, but I wanted to make the Court aware of it. A copy of the complaint from the federal court action is enclosed.

There is also a pending action in Lee County which seeks duplicative relief to that requested in the appeal and I have enclosed a copy of the complaint and amended complaint from that action. Although Ms. Toney alleges in this new state court action that there was a co-tenancy in the subject property, there were no allegations by her as to a co-tenancy in the case on appeal and no indication of a co-tenancy in the public records.

Both of these cases are actions undertaken by the appellant during the pendency of the appeal and as they could potentially have an impact on the appeal, I wanted to make the Court aware of it.

Thank you for your attention in this matter.

Sincerely,



H. Guyton Murrell

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

UNITED STATES DISTRICT COURT

DISTRICT OF SOUTH CAROLINA

COLUMBIA DIVISION

Laura Toney,

Plaintiff,

v.

LaSalle Bank National Association

Trustee for Lehman Brothers

Structured Asset Investment Loan

Trust Sail 2005,

Ocwen Federal Bank

A/K/A AltiSource Homes,

Defendants.

**COMPLAINT TO SET
ASIDE FRAUDULENT
TRANSFER , AND FRAUD;
DECLARATORY
JUDGMENT FOR
ENTRY OF DEFAULT;
GROSS NEGLIGENCE;
EMOTIONAL DISTRESS;
DECEPTIVE AND UNFAIR
PRACTICES.**

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2011 JUL 13 PM 3:25

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NOV 15 2011

S.C. SUPREME COURT

(JURY TRIAL DEMANDED)

PRELIMINARY STATEMENT

~~1. Plaintiff institutes this action for actual damages, statutory damages,~~

punitive damages, attorney fees, and cost of this action against

Defendants LaSalle Bank and Ocwen Federal Bank A/K/A Alti-Source

Homes for multiple violations of the Truth In Lending Act, 15 U.S.C.

1640(e) and 28 U.S.C. 1331, 1332.

JURISDICTION

2. The jurisdiction of this court for the causes of actions is invoked pursuant to the Truth In Lending Act, 15 U.S.C. 1640(e) and 28 U.S.C. 1441, 1331 and 1332.

Plaintiff complains and for causes of action alleges as follows:

1. Plaintiff, Laura Toney, is, and all times mentioned in this complaint is, a resident of Bishopville, South Carolina and a citizen of the United States.
2. Defendants, LaSalle Bank and Ocwen Federal Bank A/K/A Alti-Source Homes are, and at all times mentioned in this complaint were, residents of Orlando, Florida to the best of the Plaintiff's knowledge.

3. That LaSalle Bank National Association and Ocwen Federal Banks
A/K/A Altisource Homes are corporations organizing and existing by
~~virtue of the laws of a State other than South Carolina and the United~~
States of America.
4. Plaintiff is informed and believes and on that basis alleges, that all times
mentioned in this complaint, Defendants were the agents and employees
of their Codefendants, and in doing the things alleged in this complaint
were acting within the course and scope of that agency and employment.
5. That on October 6, 2004, the Defendant refinanced Plaintiff's mortgage
on her home located in the county of Lee, State of South Carolina.
6. That during the closing on Plaintiff's loan, Plaintiff was not provided
with disclosures mandated by the Federal Truth In Lending Act.
7. That the disclosures which were not provided included but are not limited
to the choice of attorney notification, settlement statement, and good faith
estimate.

8. That the lenders failure to provide these disclosures triggers a three (3) year Right of Rescission for the Plaintiff.

9. That pursuant to the Right of Rescission contained in the Truth In Lending Act, Plaintiff sent, by certified mail two (2) letters and requested returned receipts, a Notice of Rescission to Defendants (please see attached copy of letter dated June 14, 2005 and copy of receipt dated June 16, 2005).

10. In June 14, 2005, the Plaintiff rescinded a mortgage with the Defendants by mailing (2) certified returned receipts letters to the Plaintiff after discovering she did not get the mandatory disclosures before consummation of the loan. (Regulation Z 226.15(a)(2), 226.23(a), Official Staff commentary 226.23(a)(2)-1 and 15 U.S.C. 1635(b). Later, after hiring a forensic handwriting specialist, it was discovered that these disclosures were forgeries. The Defendants had twenty (20) days to respond to the Plaintiff's letter to rescind according to the Truth In Lending Act, but failed. The Defendants instead began foreclosure of the Plaintiff's house on July 21, 2005. The Plaintiff answered with a counterclaim in August 18, 2005. (Please see attachment of foreclosure,

answer by the Plaintiff, and sale of Plaintiff's house). The Defendants' first reply to the Plaintiff's letter of rescission was October 19, 2005, and ~~Order for foreclosure and sale on March 15, 2007. The Plaintiff's house~~ was sold on May 7, 2007. The Defendants bought the Plaintiff's house.

5. In Yamamoto v. Bank of N.Y., the court ruled that "unilateral notification of cancellation does not automatically void the loan contract," but what the Defendant failed to acknowledge is that the Bank of N.Y. timely responded to the letter to rescind the loan within twenty (20) days which is mandated by the Truth-In-Lending. Plaintiff mailed a letter to rescind the loan on June 14, 2005. The Defendant failed to answer in the twenty (20) days mandated by the Truth In Lending Act and proceeded with the foreclosure and sale of my home. **According to Regulation Z, their interest in the Plaintiff's property was null and void. In Yamamoto, the court stated, "If BNY (Bank of N.Y.) had acquiesced in Tampon' notice of rescission, then the transaction would have been rescinded automatically, thereby causing the security interest to become void and triggering the sequence of events laid out in subsections (d)(2) and (d)(3).** But here BNY contested the notice and produced evidence sufficient to create a triable issue of fact about compliance with TILA's disclosure requirements. The Defendants

failed to file a Declaratory Judgment as mandated by Regulation Z, which nullified all of there interest in the Plaintiff's house. Also, as cited ~~in this case, The Bank of New York discontinued the foreclosure~~ proceedings until after the Truth-In-Lending violations were adjudicated. The Defendant went forward and filed foreclosure without even responding to the letter of rescission. In my case, there was no timely response from the Defendant after the Appellant mailed certified letters to them informing them of the Plaintiff's wish to cancel the loan. The doctrine of estoppel by acquiescence is applied when one party gives legal notice to a second party of a fact or claim, and the second party fails to challenge or refute that claim within a reasonable time. The second party is said to have acquiesced to the claim, and is estoppel from later challenging it , or making a counterclaim.

6. Also, in Williams v. Homestake Mortgage Co., the court acknowledged the violations of the Truth-In-Lending Act. Homestake was cited as violating (3) federal disclosures in this case. In this case, the judgment was vacated and remanded for further proceedings. Homestake could not determine whether the Williams' had the ability to tender, they violated the TILA when they failed to respond to the letter to rescind the loan.

7. In American Mortgage Network Inc., v. Shelton, , American Mortgage Network, Inc. timely filed a Declaratory Judgment disputing ~~that the Sheltons had the right to rescind their mortgage. The Fourth~~

Circuit follows these cases. Also, in Large v. Conseco Fin. Servcing Corp., Conseco replied within the mandatory twenty (20) days to a letter of rescission.

8. According to the Office of Comptroller of the Currency and the Federal Trade Commission, the Respondent's security interest is void after a letter of rescission is mailed. The statute and regulation specify that the security interest, promissory note or lien arising by operation of law on the property becomes automatically void. (15 U.S.C. 1635(b); Reg. Z 226.15(d)(1), 226.23(d). As noted in the Official Staff Commentary, the creditor's interest in the property is "automatically negated regardless of its status and whether or not it was recorded or perfected." Also, Non-Compliance is a violation of the act which gives rise to a claim for actual and statutory damages under USC 1640.

9. **Once the court finds a violation such as not responding to the TILA rescission letter, no matter how technical, it has no discretion with respect to liability (in re Wright, supra. At 708; In re Porter v. Mid-Penn Consumer Discount Co., 961 F,2d 1066, 1078 (3d. Cir.**

1992); Smith v. Fidelity Consumer Discount Co., Supra. At 898. Any misgivings creditors may have about the technical nature of the requirements should be addressed to Congress or the Federal Reserve Board, not the courts.

10. If a lender fails to respond within twenty (20) days to the notice of rescission, the ownership of the property vests in the borrowers and they are no longer required to pay the loan. See 1635(b); Staley v. Americorp Credit Corp., 164 F. Supp. 2d 578, 584 9D. Md. 2001); Gill v. Mid-Penn Consumer Discount Co., 671f. Supp. 1021 (E.D. Pa 1987).

11. Regulation Z states that if the creditor disputes a valid letter of rescission he must file a Declaratory Judgment within twenty (20) days of receipt of the letter. The Plaintiff never responded to the letter, instead began foreclosure on the Appellant's home. The Appellant's home was illegally sold in Foreclosure on May 2007.

EMOTIONAL DISSTRESS

The Defendant's refusal to honor the rescission letter leads to noncompliance. This a violation which gives rise to a claim for actual and statutory damages. The Defendant's refusal to accept the Plaintiff's letter of rescission has caused the Plaintiff emotional distress,

embarrassment, and humiliation. Several items were stolen and destroyed during the eviction. Some of these items have sentimental value. Also, several real-estate companies have attempted to sell the Plaintiff's house and could not obtain a clear title. The Plaintiff's bankruptcies have totally destroyed her credit in attempts to save her house. The Plaintiff is seeking actual, statutory, punitive damages as well as attorney fees and costs. The rescission process was intended to be self-enforcing, placing the burdens on the creditor. Failure to comply with its rescission obligations subjects the creditor to potential liability. Noncompliance is a violation of the Act which gives rise to a claim for actual and statutory damages under 15 U.S.C. 1640.

DECEPTIVE AND UNFAIR PRACTICES

The Defendant was aware that the Plaintiff had rescinded the loan in June 14, 2005, but proceeded with the foreclosure and sale of the Plaintiff's home. By virtue of Defendant's negligent conduct, the Plaintiff was damaged by the mortgage fraud and noncompliance to the rescission letter. The Plaintiff has suffered emotional distress and was actually damaged because the Defendant's conduct was willful, intentional, with malice, with reckless disregard of the rights of the Plaintiff, the Plaintiff seeks an award of actual, treble, and punitive damages, and attorney fees.

GROSS NEGLIGENCE

The Defendant owed duties to the Plaintiff including, but not limited to, disclosing truthful and accurate information to the Plaintiff, providing Good Faith Estimates of closing costs; permitting the Plaintiff to select her closing attorney; to permit advance inspection of certain disclosures; to produce accurate and actual disclosures pursuant to the Truth in Lending Statement; providing Plaintiff with other disclosure required by law; exercising good faith in its dealing and conduct with the Plaintiff; preventing its agents, servants and employees from engaging in illegal and unconscionable conduct; properly training and supervising its employees, servants and agents in the performance of the duties; adopting and implementing reasonable standards to train and supervise its employees, agents and servants in the performance of their duties; and hiring competent, honest and knowledgeable employees, servants and agents. By virtue of Defendant's negligent conduct, the Plaintiff has been damaged and because the Defendant's conduct was willful, intentional, with malice and reckless disregard of the rights of the Plaintiff, the Plaintiff seeks an award of double the finance charge, actual and punitive damages in accordance with her prayer for relief.

FRAUDULENT TRANSFER AND FRAUD

In the course of the loan application and loan closing process, the Defendant made representations that it was dealing in good faith, and that it ~~complied with all state and federal laws. These representations were material to~~ the Plaintiff actions in deciding to obtain said loan in executing said mortgage. The Defendants knew or should have known that its representations were false and were made with reckless disregard of their falsity. The Plaintiff requested disclosures several times before the loan closing, but none was provided. When the Plaintiff was finally allowed to obtain the federal loan disclosures, it was discovered by the Plaintiff and a Forensic Handwriting Specialist that the disclosures were forgeries in which the Plaintiff did not execute (please see attached forgery report). Also, the Defendant filed foreclosure papers and followed by the sale of the Plaintiff's house after being notified by the Plaintiff of her desire to rescind the loan. The Plaintiff was later evicted. The Defendant refused to follow the rules and regulations of the Truth In Lending Act by not responding to the letter of rescission in the mandatory twenty (20) days and proceeded with the illegal foreclosure and sale of the Plaintiff's house when the Defendant had lost all of its interest by not responding to the letter of rescission. By virtue of the Defendant's fraudulent, deceitful and unconscionable conduct, the Plaintiff has been damaged and because the Defendant's conduct was willful, intentional, with malice and reckless disregard

to the rights of the Plaintiff, the Plaintiff is entitled to an award of actual and punitive damages in accordance with prayer for relief.

UNFAIR TRADE PRACTICES

The conduct of the Defendant amounted to an unfair method of ~~competition and~~ unfair or deceptive act or practice in the conduct of trade or commerce. The Plaintiff is informed and believes the Defendant engaged in practices which are immoral, unethical, oppressive, unscrupulous, substantially injurious to consumers and unconscionable. By virtue of the Defendant's unfair and deceptive acts or practices, the Plaintiff has been actually damaged. The Defendant's use or employment of unfair or deceptive methods, acts or practices were willful, knowing and intentional. The Plaintiff is informed and believes she is entitled to an award of three (3) times the actual damages sustained. The Plaintiff has suffered extreme emotional distress, humiliation, and embarrassment because of the actions of the Defendant. Several items were stolen and destroyed during the Plaintiff's evictions. **The Plaintiff has filed multiple bankruptcies pro se in attempts to save her home, and has been labeled as filing in bad faith. The Plaintiff made honest mistakes that were misinterpreted as bad faith. I am now also labeled as a**

bad faith litigant because of my determination to uncover the illegalities of lenders and the attorneys that they hire to cover up their illegal activities. T

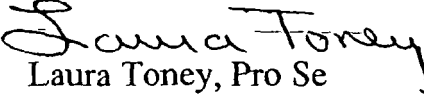
For the aforementioned reasons, the Plaintiff respectfully prays that:

The illegal foreclosure and sale are set aside and the court will issue a Declaratory Judgment and Entry of Default to that effect in accordance with the Truth In Lending Act 15, U.S.C. 1601, seq. ; Also, an order to cancel the security interest and return all monies paid by the Plaintiff ; also canceling documents creating a security interest and filing release or termination statements in the public record of FREE and CLEAR TITLE for the Defendant's refusal to respond to the letter of rescission within twenty (20) days of receipt along with actual and statutory damages pursuant to 15 U.S.C. 1635(b); Reg. Z-226.15(d)(2),226.23(d)(2).

1. Also, the Plaintiff is requesting statutory, actual, and punitive damages in the amount of \$10,000.000.00;
2. The Plaintiff is also requesting attorney fees.
3. Criminal penalties should imposed on the Defendants according to the FTC because the Defendants' actions were willful and knowingly, which may be the imposition of a fine of \$5,000.00, imprisonment for

up to one year, or both. The Plaintiff has not reported these violations to the Federal Trade Commission, Federal Reserve System, the ~~Federal Deposit Insurance Corporation, and the Comptroller of the~~ Currency.

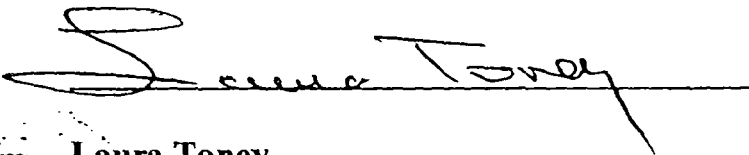
July 13, 2011


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

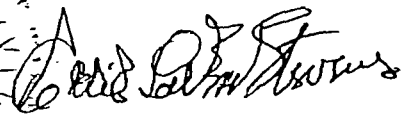
UNITED STATES DISTRICT COURT
DISTRICT OF SOUTH CAROLINA
COLUMBIA DIVISION

VERIFICATION

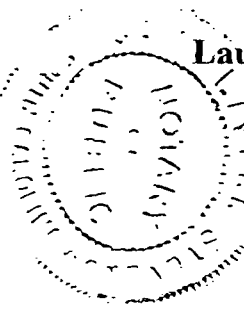
PERSONALLY APPEARED BEFORE ME, Laura Toney,
Who be duly sworn, deposes and says the she is the Plaintiff in the
foregoing action, that she has read the contents of the foregoing
compliant and knows the same to be true of her own knowledge, except
those matters alleged upon information and belief, and as to those she
believes them to be true.



Laura Toney



My Commission Expires
June 15, 2016



RECEIVED
USDC DISTRICT OF SOUTH CAROLINA, SC
2011 JUL 13 P 3:25

STATE OF SOUTH CAROLINA)

COUNTY OF Lee)

Laura A. Toney)

Plaintiff(s))

vs.)

Ocwen Federal Bank, FSB)
Russell and Jeffcoat Realtors)

Defendant(s))

(Please Print) Laura A. Toney
Submitted By: Laura A. Toney

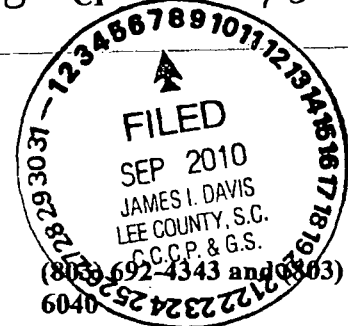
Address: P.O. Box 722
Bishopville, SC 29010

334

IN THE COURT OF COMMON PLEAS

CIVIL ACTION COVERSHEET

10 -CP- 31 - 180



SC Bar #: _____
Telephone #: _____

Fax #: _____
Other: _____
E-mail: _____

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

DOCKETING INFORMATION (Check all that apply)

*If Action is Judgment/Settlement do not complete

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

NATURE OF ACTION (Check One Box Below)

- | | | | |
|---|--|--|---|
| <p>Contracts</p> <input type="checkbox"/> Constructions (100)
<input type="checkbox"/> Debt Collection (110)
<input type="checkbox"/> Employment (120)
<input type="checkbox"/> General (130)
<input type="checkbox"/> Breach of Contract (140)
<input type="checkbox"/> Other (199) | <p>Torts - Professional Malpractice</p> <input type="checkbox"/> Dental Malpractice (200)
<input type="checkbox"/> Legal Malpractice (210)
<input type="checkbox"/> Medical Malpractice (220)
Previous Notice of Intent Case #
20 -CP- _____
<input type="checkbox"/> Notice/ File Med Mal (230)
<input type="checkbox"/> Other (299) | <p>Torts - Personal Injury</p> <input type="checkbox"/> Assault/Slander/Libel (300)
<input checked="" type="checkbox"/> Conversion (310)
<input type="checkbox"/> Motor Vehicle Accident (320)
<input type="checkbox"/> Premises Liability (330)
<input type="checkbox"/> Products Liability (340)
<input type="checkbox"/> Personal Injury (350)
<input type="checkbox"/> Wrongful Death (360)
<input type="checkbox"/> Other (399) | <p>Real Property</p> <input type="checkbox"/> Claim & Delivery (400)
<input type="checkbox"/> Condemnation (410)
<input type="checkbox"/> Foreclosure (420)
<input type="checkbox"/> Mechanic's Lien (430)
<input type="checkbox"/> Partition (440)
<input checked="" type="checkbox"/> Possession (450)
<input type="checkbox"/> Building Code Violation (460)
<input checked="" type="checkbox"/> Other (499) Adverse Possession |
| <p>Inmate Petitions</p> <input type="checkbox"/> PCR (500)
<input type="checkbox"/> Mandamus (520)
<input type="checkbox"/> Habeas Corpus (530)
<input type="checkbox"/> Other (599) | <p>Judgments/Settlements</p> <input type="checkbox"/> Death Settlement (700)
<input type="checkbox"/> Foreign Judgment (710)
<input type="checkbox"/> Magistrate's Judgment (720)
<input type="checkbox"/> Minor Settlement (730)
<input type="checkbox"/> Transcript Judgment (740)
<input type="checkbox"/> Lis Pendens (750)
<input type="checkbox"/> Transfer of Structured Settlement Payment Rights Application (760)
<input type="checkbox"/> Other (799) | <p>Administrative Law/Relief</p> <input type="checkbox"/> Reinstate Driver's License (800)
<input type="checkbox"/> Judicial Review (810)
<input type="checkbox"/> Relief (820)
<input type="checkbox"/> Permanent Injunction (830)
<input type="checkbox"/> Forfeiture-Petition (840)
<input type="checkbox"/> Forfeiture-Consent Order (850)
<input type="checkbox"/> Other (899) | <p>Appeals</p> <input type="checkbox"/> Arbitration (900)
<input type="checkbox"/> Magistrate-Civil (910)
<input type="checkbox"/> Magistrate-Criminal (920)
<input type="checkbox"/> Municipal (930)
<input type="checkbox"/> Probate Court (940)
<input type="checkbox"/> SCDOT (950)
<input type="checkbox"/> Worker's Comp (960)
<input type="checkbox"/> Zoning Board (970)
<input type="checkbox"/> Public Service Commission (990)
<input type="checkbox"/> Employment Security Comm (991)
<input type="checkbox"/> Other (999) |
| <p>Special/Complex /Other</p> <input type="checkbox"/> Environmental (600) <input type="checkbox"/> Pharmaceuticals (630)
<input type="checkbox"/> Automobile Arb. (610) <input type="checkbox"/> Unfair Trade Practices (640)
<input type="checkbox"/> Medical (620) <input type="checkbox"/> Out-of State Depositions (650)
<input type="checkbox"/> Other (699) <input type="checkbox"/> Motion to Quash Subpoena in an Out-of-County Action (660)
<input type="checkbox"/> Sexual Predator (510) | | | |

Submitted as a True Copy
Clerk, Court of Common Pleas and General Sessions, Lee County, South Carolina

Submitting Party Signature: Laura A. Toney

Date: September 7, 2010

Note: Frivolous civil proceedings may be subject to sanctions pursuant to SCRCP, Rule 11, and the South Carolina Frivolous

FOR MANDATED ADR COUNTIES ONLY

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

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

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

1. The parties shall select a neutral and file a "Proof of ADR" form on or by the 210th day of the filing of this action. If the parties have not selected a neutral within 210 days, the Clerk of Court shall then appoint a primary and secondary mediator from the current roster on a rotating basis from among those mediators agreeing to accept cases in the county in which the action has been filed.
2. The initial ADR conference must be held within 300 days after the filing of the action.
3. Pre-suit medical malpractice mediations required by S.C. Code §15-79-125 shall be held not later than 120 days after all defendants are served with the "Notice of Intent to File Suit" or as the court directs. (Medical malpractice mediation is mandatory statewide.)
4. Cases are exempt from ADR only upon the following grounds:
 - a. Special proceeding, or actions seeking extraordinary relief such as mandamus, habeas corpus, or prohibition;
 - b. Requests for temporary relief;
 - c. Appeals
 - d. Post Conviction relief matters;
 - e. Contempt of Court proceedings;
 - f. Forfeiture proceedings brought by governmental entities;
 - g. Mortgage foreclosures; and
 - h. Cases that have been previously subjected to an ADR conference, unless otherwise required by Rule 3 or by statute.
5. In cases not subject to ADR, the Chief Judge for Administrative Purposes, upon the motion of the court or of any party, may order a case to mediation.
6. Motion of a party to be exempt from payment of neutral fees due to indigency should be filed with the Court within ten (10) days after the ADR conference has been concluded.

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

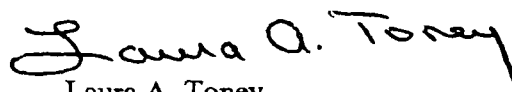
NOTICE

TO THE DEFENDANTS ABOVE NAMED:

TAKE NOTICE that the Lis Pendens, Summons and in the above mentioned action, of which the foregoing is a copy, together with the Complaint therein was filed in the Office of the Clerk of Court for Lee County on the 7 day of September, 2010.

Bishopville, SC

September 7, 2010


Laura A. Toney

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF LEE

CASE NUMBER:

Laura A. Toney,

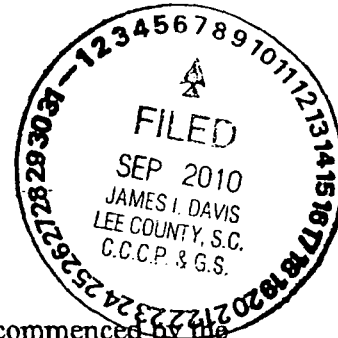
PLAINTIFF,

LIS PENDENS

VS.

Ocwen Federal Bank
Russell and Jeffcoat Realtors.

DEFENDANT.



NOTICE IS HEREBY GIVEN that an action has been commenced by the

Plaintiff above named against the Defendants above named for the recovery of real

property LOCATED AT 729 CHATMON STREET, BISHOPVILLE, SC

The description of the premises as contained is as follows:

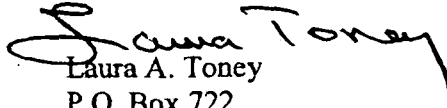
All that certain lot or parcel of land situate just North of he Town of Bishopville, County of Lee and State of South Carolina and being bounded as follows: on the North by Chatmon Street; on the East by lot of West Wilson; on the South by lots Nos. 9, 10, 11, 12, and 13 and on the West by Bay Street represented on a plat of North Mohawk as lot 14, said plat being at record in plat Book E Page 46 in the office of the Clerk of Court for Lee County, South Carolina.

This being the lot conveyed to the Grantee herein by George Toney dated November 3, 1951 and recorded in Deed Book N-1 at page 582 in the office of the Clerk of Court for Lee County, South Carolina.

Grantee Address: P.O. Box 722, Bishopville, South Carolina 29010
TMS # 030-02-00-024

All that certain lot of land situate, lying and being in that subdivision known as Mohawk, Town of Bishopville, County and State aforesaid and being delineated upon a plat made by John K. Davis, C.E. as lot 10, Block C, and being bounded and described as follows: On the North by lands said to belong to John Mingo, on the East by Lot No. 9 on said Plat; on the South by Wilson Street and on the West by lot No. 9 on said plat; and on the South by Wilson Street and the West by lot No. 11 on said plat. Said plat being of record in plat book E at page 46 in the office of Clerk of Court for Lee County.

All those two certain lots situate near the City limits of the Town of Bishopville, County of Lee, State of South Carolina and being delineated upon a plat of North Mohawk, John K. Davis, C.E., as lots Nos. 11 and 12, Block C, and being bounded as follows: On the Northeast by lot 14, on the Southeast by lot No. 10, on the Southwest by Wilson Street of fifty (50) feet each and running back a distance of one hundred fifty (150) feet deep. Said plat being of record in Plat Book E, page 46 in the office of the Clerk of Court for Lee County, S.C.



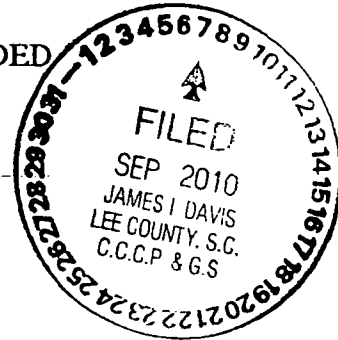
Laura A. Toney
P.O. Box 722
Bishopville, SC 29010
(803) 459-6040
(803) 692-4343

Bishopville, SC
September 7, 2010

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF LEE)

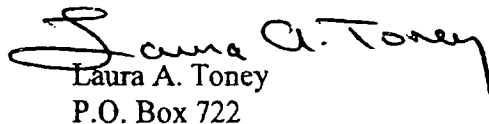
Laura A. Toney,)
PLAINTIFF,)
VS.)
Ocwen Federal Bank)
Russell and Jeffcoat Realtors.)

SUMMONS
JURY TRIAL DEMANDED



TO THE DEFENDANTS ABOVE NAMED:

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


Laura A. Toney
P.O. Box 722
Bishopville, SC 29010
(803) 459-6040
(803) 692-4343

Bishopville, South Carolina
September, 7, 2010

Common" and cannot be destroyed absent the consent of the other co-tenant. The foreclosure of the Plaintiff's property was an illegal action that is now being decided by the South Carolina Court of Appeals for violation of the Truth-In-Lending Act, Noncompliance to a letter of rescission, forgery of federal disclosure documents and other serious violations. The plaintiff is awaiting a ruling from the courts hopefully very soon. As aforementioned, the Plaintiff still maintains ownership in the property. Clear title to the property cannot be obtained because the South Carolina Supreme Court ruled in Davis v. Davis, 233, S.C. 182, 191-92, 75 S.E. 2d 46, 50 (1953), that a Tenancy in Common cannot be defeated by the act of one tenant absent the agreement of the other tenant. Also, under Davis, the survivorship rights between tenants in common create future interests in the entire estate that cannot be destroyed by the unilateral act of one tenant through an act such as partition. The plat that was drawn by the Defendant clearly violates this ruling and the zoning ordinance of the county in which the property is located.

4. The Plaintiff will amend this complaint to allege any other Defendants.
5. The Plaintiff is informed and believes and thereon alleges that at all times herein mentioned, each of the Defendants sued herein was the agent and employee of each of the remaining Defendants and was at all times acting within the purpose and scope of such agency and employment.
6. Plaintiff is and at all times herein mentioned and/or entitled to possession of the property located at 729 Chatmon Street, Bishopville, South Carolina.

7. The Plaintiff is informed and believes and thereupon allege that each of them,

claim an interest in the property adverse to Plaintiff herein. However, the claim of

said Defendants is without any right whatsoever, and said Defendant have not
legal or equitable right, claim, or interest in said property.

8. The Plaintiff therefore seek a declaration that the title to the subject property is
vested in the Plaintiff alone and that the Defendant herein, and each of them, be
declared to have no estate, right, title or interest in the subject property adverse to
Plaintiff herein.

9. South Carolina Code 18-9-130(2) also clearly states, "A Plaintiff may not enforce
a sale of property after a notice of appeal is filed without undertaking a bond to
the Defendant, with two good sureties, in double the appraised value of the
property or double the amount of the judgment, conditioned to pay all damages
the Defendant may sustain by reason the judgment is reversed." As
aforementioned, the South Carolina Court of Appeals is in the process of ruling in
this case. The Defendants have violated the Truth-In-Lending Act, committed
forgery of Federal Disclosure documents, and noncompliance to a letter of
rescission.

10. The Defendant has illegally taken all four (4) lots according to the records in the
Lee County Clerk of Court's Office. The Plaintiff believes this constitutes
Conversion being that only one (1) lot was mortgaged. The Defendants failed to
exercise good faith in its dealing and conduct with the Plaintiff; preventing its
agents and servants and employees from engaging in illegal and unconscionable
conduct; failing to properly train and supervise its employees, agents and servants

in the performance of their duties; and hiring honest, competent, and

knowledgeable employees, servants and agents. The Plaintiff believes the

Defendant's actions were willful and wanton. By virtue of the Defendant's

conduct, the Plaintiff has been damaged and because the Defendant's conduct was

willful, wanton, intentional, with malice and reckless disregard of the rights of the

Plaintiff, she seeks treble damages, actual damages and punitive damages.

11. The Plaintiff has made numerous and expensive improvements in protecting her interest in the above property during her Possession. The Plaintiff also prevented continued vandalism and burglary that were being directed toward the premises. The Plaintiff feels that it is her duty to protect her interest in the property.

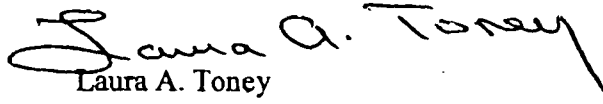
WHEREFORE, the Plaintiff prays as follows:

1. That this court will quiet the title to the above property in favor of the Plaintiff;
 2. That the court will issue an order compelling said Defendant and each of them, to transfer legal title and possession of the subject property to Plaintiff herein;
 3. That the court will issue a declaration and determination that Plaintiff is the rightful holder of title to the property and that Defendant herein, and each of them, be declared to have no estate, right, title or interest in said property;
 4. That the court will issue a judgment forever enjoining said Defendants, and each of them, from claiming any estate, right, title or interest in the subject property;
 5. That this court will grant the Plaintiff the recovery of the above property;
 6. That this court will grant the Plaintiff attorney fees and cost of suit herein incurred;
-

7. That this court will award treble damages, actual damages, and punitive damages.

8. That this court will enjoin the Defendants from seeking the sale of the property until the South Carolina Court of Appeals has issue a decision for the numerous violations by the Defendants.

AND FOR SUCH AND FURTHER RELIEF AS THIS COURT DEEMS JUST AND PROPER.



Laura A. Toney
P.O. Box 722
Bishopville, South Carolina 29010
(803) 692-4343
(803) 459-6040

Bishopville, South Carolina
September 7, 2010

CC: Ocwen Federal Bank
12650 Ingenuity Drive
Orlando, Florida 32826

Russell and Jeffcoat Realtors
509 Broad Street
Camden, SC 29020
ATTENTION: BRENDA GRANT

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF LEE

Laura A. Toney,

COMPLAINT TO QUIET TITLE

PLAINTIFF,

RECOVERY OF REAL ESTATE
AND CONVERSION

Vs.

Ocwen Federal Bank,
LaSalle Bank National Association,

DEFENDANTS.

APR 19 2011

(JURY TRIAL DEMANDED)

JAMES I. DAVIS
FILED
LEE COUNTY, S.C.
C.C.P. & G.S.

2010 - CP - 131 - 180

RETURN TO DEFENDANT'S MOTION AND MOTION TO SET ASIDE ENTRY OF
DEFAULT AND FILE LATE ANSWER AND MOTION TO DISMISS

The Plaintiff is respectfully requesting that the Defendant's motions are denied
because of the following:

1. The Defendant, Ocwen Federal Bank has contacted the Plaintiff on several occasions and communicated to her that they are the owners of 729 Chatmon Street, Bishopville, SC. The lis pendens, summons, and complaint were served on the Defendant, but the Defendants failed to serve an answer in a timely manner. The Plaintiff had to make several attempts to serve the Defendants.
2. The Appellate Rule 205 clearly also states that "Nothing in the rules shall prohibit the lower court or tribunal from proceeding with matters not affected by the

appeal. The South Carolina Court of Appeals have jurisdiction over some aspects of this action, but not the activity where the Defendants illegally partitioned land without the consent of neither tenant. South Carolina law clearly states that a

~~Tenancy in Common cannot be destroyed by the unilateral act of one tenant.~~The

property located at 729 Chatmon Street constitutes a Tenancy in Common. The Plaintiff deceased husband deeded lot 14 to the Plaintiff. There are three (3) other lots to this estate that was in the Plaintiff's husband's name. The Plaintiff's husband created a Tenancy in Common.

3. The Defendant has illegally partitioned this property without the consent of neither tenant. The Plaintiff's husband was not asked to sign a loan documents nor was he named as a Defendant in the foreclosure action. According to South Carolina Law, he was supposed to be notified of his rights as a tenant in common and if he had refused to sign, he was be notified that he would be becoming a tenant in common with the person who bought the Plaintiff's share of the property. This was a unilateral mistake of the Defendant and not forgiven under the law. A subsequent partition action would have been necessary to partition the property. The Plaintiff deceased husband maintained a $\frac{3}{4}$ interest in the entire estate that cannot be destroyed. The South Carolina Supreme Court ruled in *Davis v. Davis*, 233, S.C. 182, 191-92, 75 S.E. 2d 46, 50 (1953), that a tenancy in common cannot be defeated by the act of one tenant absent the agreement of the other tenant. Also, under *Davis*, the survivorship rights between tenants in common create future interests in the entire estate that cannot be destroyed by the unilateral act of one tenant through the act such as partition. The plat that was

drawn not only violates this ruling by the South Carolina Supreme Court, but also violates the zoning ordinance of Lee County. The Plaintiff will retain expert witnesses in this case.

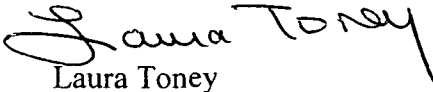
4. ~~The Plaintiff has suffered because of the illegal actions of the Defendants.~~

Several items were stolen and destroyed. The Plaintiff's deceased husband's collector cars were damaged severely. His collector cars were stored in a building on a lot that the Defendant has no interest in, but the Defendant has taken this lot too. The Plaintiff believes that this action constitutes conversion.

5. The Defendant has accused me of filing this action in bad faith, but the Defendant is the one exhibiting bad faith by not acknowledging the illegality of these activities. The Plaintiff refuses to engage in unprofessional conduct with the Defendant, but will continue to fight until justice is properly served.

WHEREFORE, the Plaintiff prays that the Defendant's motions are denied based on the above information.

April 19, 2011


Laura Toney

CC: Nelson, Mullins, Riley and Scarborough

Laura Toney

Plaintiff(s)

vs.

Ocwen Federal Bank and LaSalle Bank National Association

Defendant(s)

CIVIL ACTION COVERSHEET

2010-CP - 131- 180

(Please Print)

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

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

APR 19 2011

JAMES I. DAVIS
FILED
LEE COUNTY, S.C.
S.C.C.P. & G.S.

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

DOCKETING INFORMATION (Check all that apply)

*If Action is Judgment/Settlement do not complete

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

NATURE OF ACTION (Check One Box Below)

- Contracts: Constructions (100), Debt Collection (110), Employment (120), General (130), Breach of Contract (140), Other (199)
Torts - Professional Malpractice: Dental Malpractice (200), Legal Malpractice (210), Medical Malpractice (220), Previous Notice of Intent Case #, Notice/ File Med Mal (230), Other (299)
Torts - Personal Injury: Assault/Slander/Libel (300), Conversion (310), Motor Vehicle Accident (320), Premises Liability (330), Products Liability (340), Personal Injury (350), Wrongful Death (360), Other (399)
Real Property: Claim & Delivery (400), Condemnation (410), Foreclosure (420), Mechanic's Lien (430), Partition (440), Possession (450), Building Code Violation (460), Other (499) Amended Lis pendens, Summons and Complaint Quiet Title and Conversion
Inmate Petitions: PCR (500), Mandamus (520), Habeas Corpus (530), Other (599)
Judgments/Settlements: Death Settlement (700), Foreign Judgment (710), Magistrate's Judgment (720), Minor Settlement (730), Transcript Judgment (740), Lis Pendens (750), Transfer of Structured Settlement Payment Rights Application (760), Other (799)
Administrative Law/Relief: Reinstate Driver's License (800), Judicial Review (810), Relief (820), Permanent Injunction (830), Forfeiture-Petition (840), Forfeiture-Consent Order (850), Other (899)
Appeals: Arbitration (900), Magistrate-Civil (910), Magistrate-Criminal (920), Municipal (930), Probate Court (940), SCDOT (950), Worker's Comp (960), Zoning Board (970), Public Service Commission (990), Employment Security Comm (991), Other (999)
Special/Complex /Other: Environmental (600), Automobile Arb. (610), Medical (620), Other (699), Pharmaceuticals (630), Unfair Trade Practices (640), Out-of State Depositions (650), Motion to Quash Subpoena in an Out-of-County Action (660), Sexual Predator (510)

Submitting Party Signature: Laura A. Toney

Date: 4-19-11

MANDATED ADR COUNTIES

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

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

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

1. The parties shall select a neutral and file a "Proof of ADR" form on or by the 210th day of the filing of this action. If the parties have not selected a neutral within 210 days, the Clerk of Court shall then appoint a primary and secondary mediator from the current roster on a rotating basis from among those mediators agreeing to accept cases in the county in which the action has been filed.
2. The initial ADR conference must be held within 300 days after the filing of the action.
3. Pre-suit medical malpractice mediations required by S.C. Code §15-79-125 shall be held not later than 120 days after all defendants are served with the "Notice of Intent to File Suit" or as the court directs. (Medical malpractice mediation is mandatory statewide.)
4. Cases are exempt from ADR only upon the following grounds:
 - a. Special proceeding, or actions seeking extraordinary relief such as mandamus, habeas corpus, or prohibition;
 - b. Requests for temporary relief;
 - c. Appeals
 - d. Post Conviction relief matters;
 - e. Contempt of Court proceedings;
 - f. Forfeiture proceedings brought by governmental entities;
 - g. Mortgage foreclosures; and
 - h. Cases that have been previously subjected to an ADR conference, unless otherwise required by Rule 3 or by statute.
5. In cases not subject to ADR, the Chief Judge for Administrative Purposes, upon the motion of the court or of any party, may order a case to mediation.
6. Motion of a party to be exempt from payment of neutral fees due to indigency should be filed with the Court within ten (10) days after the ADR conference has been concluded.

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

NOTICE

TO THE DEFENDANTS ABOVE NAMED:

~~TAKE NOTICE~~ that the Amended Lis Pendens, Summons and in the above action, of which the foregoing is a copy, together with the Complaint therein was filed in the Office of the Clerk of Court for Lee County on the 19th day of April, 2011.

Bishopville, SC

April 19, 2011

Laura A. Toney
Laura A. Toney

APR 19 2011
JAMES I. DAVIS
FILED
LEE COUNTY, S.C.
C.C.P. & G.S.

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
)
COUNTY OF LEE)

Laura A. Toney,)

PLAINTIFF,)

VS.)

Ocwen Federal Bank)
LaSalle Bank National)
Association)


~~AMENDED~~
SUMMONS

JURY TRIAL DEMANDED

APR 19 2011
JAMES I. DAVIS
FILED
LEE COUNTY, S.C.
C.C.P. & G.S.

TO THE DEFENDANTS ABOVE NAMED:

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


Laura A. Toney
P.O. Box 722
Bishopville, SC 29010
(803) 459-6040
(803) 692-4343

Bishopville, South Carolina

April 19, 2010

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF LEE

CASE NUMBER:

Laura A. Toney,

PLAINTIFF, ----- AMENDED LIS PENDENS -----

VS.

Ocwen Federal Bank
LaSalle Bank National Association

DEFENDANT.

APR 19 2011

JAMES I. DAVIS
FILED
LEE COUNTY, S.C.
C.C.C.P. & G.S.

NOTICE IS HEREBY GIVEN that an action has been commenced by the Plaintiff above named against the Defendants above named for the recovery of real property LOCATED AT 729 CHATMON STREET, BISHOPVILLE, SC

The description of the premises as contained is as follows:

All that certain lot or parcel of land situate just North of he Town of Bishopville, County of Lee and State of South Carolina and being bounded as follows: on the North by Chatmon Street; on the East by lot of West Wilson; on the South by lots Nos. 9, 10, 11, 12, and 13 and on the West by Bay Street represented on a plat of North Mohawk as lot 14, said plat being at record in plat Book E Page 46 in the office of the Clerk of Court for Lee County, South Carolina.

This being the lot conveyed to the Grantee herein by George Toney dated November 3, 1951 and recorded in Deed Book N-1 at page 582 in the office of the Clerk of Court for Lee County, South Carolina.

Grantee Address: P.O. Box 722, Bishopville, South Carolina 29010
TMS # 030-02-00-024

All that certain lot of land situate, lying and being in that subdivision known as Mohawk, Town of Bishopville, County and State aforesaid and being delineated upon a plat made by John K. Davis, C.E. as lot 10, Block C, and being bounded and described as follows: On the North by lands said to belong to John Mingo, on the East by Lot No. 9 on said Plat; on the South by Wilson Street and on the West by lot No. 9 on said plat; and on the South by Wilson Street and the West by lot No. 11 on said plat. Said plat being of record in plat book E at page 46 in the office of Clerk of Court for Lee County.

All those two certain lots situate near the City limits of the Town of Bishopville, County of Lee, State of South Carolina and being delineated upon a plat of North Mohawk, John K. Davis, C.E., as lots Nos. 11 and 12, Block C, and being bounded as follows: On the Northeast by lot 14, on the Southeast by lot No. 10, on the Southwest by Wilson Street of fifty (50) feet each and running back a distance of one hundred fifty (150) feet deep. Said plat being of record in Plat Book E, page 46 in the office of the Clerk of Court for Lee County, S.C.

Laura A. Toney

Laura A. Toney

P.O. Box 722

Bishopville, SC 29010

(803) 459-6040

(803) 692-4343

Bishopville, SC

April 19, 2011

decided by the South Carolina Court of Appeals for violation of the Truth-In-Lending Act, Noncompliance to a letter of rescission, forgery of federal disclosure documents and other serious violations. The plaintiff is awaiting a ruling from the courts hopefully very soon. As aforementioned, the Plaintiff still maintains ownership in the property. Clear title to the property cannot be obtained because the South Carolina Supreme Court ruled in Davis v. Davis, 233, S.C. 182, 191-92, 75 S.E. 2d 46, 50 (1953), that a Tenancy in Common cannot be defeated by the act of one tenant absent the agreement of the other tenant. Also, under Davis, the survivorship rights between tenants in common create future interests in the entire estate that cannot be destroyed by the unilateral act of one tenant through an act such as partition. The plat that was drawn by the Defendant clearly violates this ruling and the zoning ordinance of the county in which the property is located. The plat was an illegal action by the Defendant because neither tenant agreed to a partition and only through agreement of both tenants or a court action can a tenant in common be partitioned. The Plaintiff's deceased husband was never asked to sign any loan documents nor was he named as a Defendant in the foreclosure proceedings. Lot 14 is the only lot that was mortgaged. The Plaintiff and her deceased were tenants in common because her husband still maintained $\frac{3}{4}$ interest in the entire estate including lot 14. The Plaintiff has illegally partitioned the estate without going through the legal proceeding. Title 15/Chapter 61 outlines the procedure for a partition to be legal. A Tenancy in Common cannot be defeated by the unilateral act of one tenant through a partition.

4. The Plaintiff will amend this complaint to allege any other Defendants.
5. The Plaintiff is informed and believes and thereon alleges that at all times herein mentioned, each of the Defendants sued herein was the agent and employee of each of the remaining Defendants and was at all times acting within the purpose and scope of such agency and employment.
6. Plaintiff is and at all times herein mentioned and/or entitled to possession of the property located at 729 Chatmon Street, Bishopville, South Carolina.
7. The Plaintiff is informed and believes and thereupon allege that each of them, claim an interest in the property adverse to Plaintiff herein. However, the claim of said Defendants is without any right whatsoever, and said Defendant have not legal or equitable right, claim, or interest in said property.
8. The Plaintiff therefore seek a declaration that the title to the subject property is vested in the Plaintiff alone and that the Defendant herein, and each of them, be declared to have no estate, right, title or interest in the subject property adverse to Plaintiff herein.
9. South Carolina Code 18-9-130(2) also clearly states, "A Plaintiff may not enforce a sale of property after a notice of appeal is filed without undertaking a bond to the Defendant, with two good sureties, in double the appraised value of the property or double the amount of the judgment, conditioned to pay all damages the Defendant may sustain by reason the judgment is reversed." As aforementioned, the South Carolina Court of Appeals is in the process of ruling in this case. The Defendants have violated the Truth-In-Lending Act, committed

forgery of Federal Disclosure documents, and noncompliance to a letter of rescission.

10. The Defendant has illegally taken all four (4) lots according to the records in the Lee County Clerk of Court's Office. The Plaintiff believes this constitutes

Conversion being that only one (1) lot was mortgaged. The Defendants failed to exercise good faith in its dealing and conduct with the Plaintiff; preventing its agents and servants and employees from engaging in illegal and unconscionable conduct; failing to properly train and supervise its employees, agents and servants in the performance of their duties; and hiring honest, competent, and knowledgeable employees, servants and agents. The Plaintiff believes the Defendant's actions were willful and wanton. By virtue of the Defendant's conduct, the Plaintiff has been damaged and because the Defendant's conduct was willful, wanton, intentional, with malice and reckless disregard of the rights of the Plaintiff, she seeks treble damages, actual damages and punitive damages.

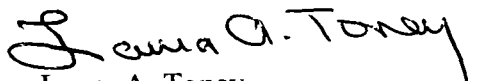
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WHEREFORE, the Plaintiff prays as follows:

1. That this court will quiet the title to the above property in favor of the Plaintiff;
2. That the court will issue an order compelling said Defendant and each of them, to transfer legal title and possession of the subject property to Plaintiff herein;

3. That the court will issue a declaration and determination that Plaintiff is the rightful holder of title to the property and that Defendant herein, and each of them, be declared to have no estate, right, title or interest in said property;
4. That the court will issue a judgment forever enjoining said Defendants, and each of them, from claiming any estate, right, title or interest in the subject property;
5. That this court will grant the Plaintiff the recovery of the above property;
6. That this court will grant the Plaintiff attorney fees and cost of suit herein incurred;
7. That this court will award treble damages, actual damages, and punitive damages.
8. That this court will enjoin the Defendants from seeking the sale of the property until the South Carolina Court of Appeals has issue a decision for the numerous violations by the Defendants.

AND FOR SUCH AND FURTHER RELIEF AS THIS COURT DEEMS JUST AND PROPER.


Laura A. Toney
P.O. Box 722
Bishopville, South Carolina 29010
(803) 692-4343
(803) 459-6040

Bishopville, South Carolina
April 19, 2011

CERTIFICATE OF SERVICE

I, **Laura A. Toney**, certify that I mailed a copy of the Amended Lis Pendens, Summons and Complaint, dated April 19, 2010 on The Korn Law Firm addressed as follows; P.O. Box 12369, Columbia, SC 29211 via United States Postal Services.

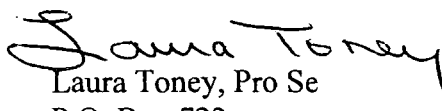


Laura A. Toney
P.O. Box 722
Bishopville, SC 29010
(803) 692-4343
(803) 459-6006

APR 19 2011
JAMES I. DAVIS
FILED
LEE COUNTY, S.C.
2009 133

CERTIFICATE OF MAILING

This is certify that I, Laura Toney, mailed a copy of the Return to Defendant's Motion to set aside entry of Default and file Late Answer and Motion to Dismiss via United States Postal Service dated April 19, 2011 addressed as follows: Korn Law Firm, P.O. Box 12369, Columbia, SC 29211.


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

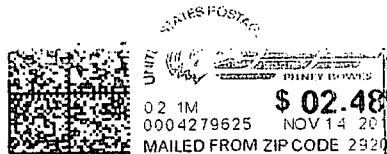
APR 19 2011

JAMES I. DAVIS
FILED
LEE COUNTY, S.C.
C.C.P. & G.S.

KORN LAW FIRM

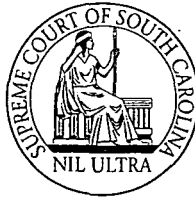
1300 PICKENS STREET
P.O. BOX 12369
COLUMBIA, SC 29211-2369

BS



The Honorable Daniel E. Shearouse
Clerk, South Carolina Supreme Court
P.O. Box 11330
Columbia, SC 29211

COLUMBIA, SC 29211



The Supreme Court of South Carolina

DANIEL E. SHEAROUSE
CLERK OF COURT

BRENDA F. SHEALY
CHIEF DEPUTY CLERK

POST OFFICE BOX 11330
COLUMBIA, SOUTH CAROLINA 29211

(803) 734-1080

FAX (803) 734-1499

October 21, 2011

Ms. Laura Toney
PO Box 722
Bishopville, SC 29010

Re: LaSalle Bank v. Toney, Laura
Case Tracking No. 2011-201266

Dear Ms. Toney:

This office has received your Petition for Writ of Certiorari and Appendix in the above matter. It has been assigned the Case Tracking Number that appears above. Please use this number on all future correspondence relating to this matter.

I do wish to call the attention of the parties to the attached order relating to the inclusion of personal data identifiers and other sensitive information in documents filed with the Supreme Court of South Carolina and the South Carolina Court of Appeals. Please note that the responsibility for insuring that information is redacted or sealed as required by this order rests with counsel and the parties. This office will not review filings for redaction or to determine if materials should be sealed.

Very truly yours,

CLERK

DES/lda

Enclosure

cc: Henry Guyton Murrell, Esquire
The Honorable Tanya Gee

October 17, 2011

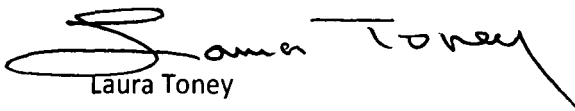
P.O. Box 722

Bishopville, SC 29010

Dear Sir or Madam:

Enclosed please find \$100.00 for the filing fee in the enclosed case.

Thank you for your attention in this matter.


Laura Toney

CC: Korn Law Firm

Money Order
19114038731
\$100.⁰⁰