

Ellen R. Springer, Appellant
147-21 109th Avenue
Jamaica, New York 11435
(716) 205-7867

RECEIVED
SEP 21 2012
SC Court of Appeals

STATE OF SOUTH CAROLINA
COURT OF APPEALS

-----X
CitiMortgage, Inc.,

Respondent,

-Against-

Ellen R. Springer, Et Al,

IMPOSED

Appellant, Pro se.
-----X

CASE NO. 2011-CP-28-0981

**EMERGENCY MOTION FOR STAY
OF EVICTION AND RELIEF FROM
TURNOVER PENDING FINAL
DETERMINATION OF APPEAL THAT
SUPERSEDES INJURIOUS APPEAL BOND**

PLEASE TAKE NOTICE, that upon the annexed affidavit of Ellen R. Springer; upon the complaint filed on or about November 2011, and upon the Order grand default summary judgment February 1st, 2012; and upon the Order of sale dated March 5th, 2012; and upon the Pro se Emergency application for Order to show cause (S.C. Rule 60 [b] fraud on the court, absence of jurisdiction, presence of civil foreclosure fraud, presence of excusable neglect for abstencia) WHY Ellen R. Springer, Defendant-appellant should not be grant relief from default summary judgment filed July 4th, 2012; and upon the Order denying relief in Chief upon finding that "neglect of proven predatory attorney fraud that injured Defendant-appellant in the proceedings is neglect of client" (Mitchell Supply Co. v Gaffney, 297 S.C. 160 (Ct. App. 1988)) dated July 9th, 2012; and upon denial of Pro se application for Equitable Estoppel relief from Sham judgment that conceals the presence of civil foreclosure fraud and the absence of jurisdiction based upon prejudice to the Plaintiff were the court to grant the relief requested that punishes the clean hands of victim-defendant-appellant and unjustly enriches the unclean hands of the wrongdoer-plaintiff with deed to property (The call to preclude inconsistent positions traceable to the selling and buying of sides) and combined Emergency Motion for Reconsideration (S.C. Rule 59 [e] and S.C. Rule 60 [b] [1]) sustained by newly discovered evidence that "Neglect of Attorney is not applied where attorney demonstrates a willful unilateral abandonment of the client" (Graham v. Town of Loris, 272 S.C. 442 [1978]); and upon the Order denying said Equitable Estoppel relief, inter alia, with prejudice on September 10th, 2012; and upon all proceedings held herein to date, Appellant, Pro se, motions this Court pursuant to 11 USC 362 and 11 USC 543, on the day determined by the Justice of this Honorable Court, at the Courthouse located at 1205 Pendleton St., Columbia, S.C. for the following relief:

- A. Emergency Stay of eviction (see exhibit-D) that supersedes imposition of \$28,500.00 appeal bond (see exhibit-B) pending hearing and final determination of this Honorable Court of jurisdiction in the matter of Appellant's Pro se application for appeal; and
- B. Relief from Turnover pending final determination of the Court of Appeal; and
- C. For such other and further relief as to this court may deem just and proper.

Appellant believes the issues brought for review on appeal are not frivolous and therefore that this court should grant the Emergency relief sought based upon the following reasons and grounds:

- A. Appellant will suffer irreparable harm and injury sustained by loss of her home and unique holding were she to be physically removed from the premises prior to a prudent review and determination by this court of the matters brought on appeal; and
- B. This Court would best serve the interest of the Public unsuspecting of sophisticated foreclosure fraud that passes thru the judicial foreclosure arena; and
- C. This case provides this court with extraordinary circumstances and legal argument that in fact warrant the relief sought pursuant to S.C. Rule 60 [b], Ab initio, and
- D. The denial of relief in the instant case complained of is a matter of "It just isn't right".

PLEASE TAKE FURTHER NOTICE, that the any opposition to the instant motion must be filed upon Appellant no less than 14 days prior to a hearing and determination of the instant Pro se Emergency Motion for relief in accordance with existing laws controlling.

Dated: September 18th, 2012.

Respectfully submitted,



Mrs. Ellen R. Springer, Appellant, Pro se
147-21 109th Avenue
Jamaica, New York, 11435
(716) 205-7867

To: Attorney for the Plaintiff
Townsend, Rogers & Thomas
220 Executive Center Drive
Columbia, S.C
(803) 744-4444

To: The Clerk of the Kershaw County Court of Common Pleas
1121 Broad Street
Camden, South Carolina, 29021

To: Cpl. Chris Phillips
Kershaw County Sherriff's Department
821 Ridgeway Road
Lugoff, S.C. 29078
(803) 424-4030

Ellen R. Springer, Appellant
147-21 109th Avenue
Jamaica, New York 11435
(716) 205-7867

STATE OF SOUTH CAROLINA
COURT OF APPEALS

-----X
CitiMortgage, Inc.,

Respondent,

-Against-

Ellen R. Springer, Et Al,

Appellant, Pro se.

CASE NO. 2011-CP-28-0981

**AFFIRMATION IN SUPPORT OF PRO SE
EMERGENCY MOTION FOR STAY
OF EVICTION AND FOR RELIEF FROM
TURNOVER PENDING FINAL
DETERMINATION OF APPEAL**

-----X
STATE OF NEW YORK)

: SS

COUNTY OF QUEENS)

Ellen R. Springer, depose and say the following under penalties of perjury:

1. That I am the Appellant, Pro se, above captioned. Appellant is a natural born U.S. Citizen, endowed with inalienable rights under the Constitution of the United States of America. I reside at 147-21 109th Avenue, Jamaica, New York, 11435.
2. Appellant, Pro se, therefore, submits the instant affidavit in support of the annexed Emergency Motion which seeks review of order of the Master in Equity (September 10th, 2012) that denied Equitable Estoppel relief and reconsideration of Order and denial of Appellant's Emergency Pro se application for Order to Show Cause (July 9th, 2012) based upon newly discovered evidence not known to Appellant at the time of the hearing that demonstrates abuse of judicial discretion and error of the Court controlled by law that warrants reversal on the law (S.C. Rule 59 [e]) (see exhibit-A)), and hence forth move this honorable Court of Appeals of the State of South Carolina pursuant to 11 USC 362 and 11 USC 543 seeking the following relief:
 - A. Order granting Emergency Stay of eviction (see exhibit-D) that supersedes injurious imposition of \$28,500.00 appeal bond by the Master in Equity of Kershaw County (see exhibit-B), pending final determination of this Honorable Court of jurisdiction in the matter of Appellant's Pro se application for appeal submitted herewith; and
 - B. Relief from Turnover pending final determination of the Court of Appeal; and
 - C. For such other and further relief as to this court may deem just and proper.
3. Appellant, Pro se, believes the issues brought for review on appeal are not frivolous and therefore that this court should grant the Emergency relief sought based upon the following reasons:
 - A. Appellant will suffer irreparable injury and harm with loss of her property without adequate relief at law were Wrongdoer-respondent allowed to execute writ of

assistance and remove Appellant, Pro se from the premises pending final determination on Appeal (see exhibit-D).

4. Appellant, Pro se, believes this court should grant the relief requested based upon the following grounds:
 - a. The presence of Sham Judgment that conceals the presence of civil foreclosure fraud and the absence of jurisdiction of the court and authority to review the instant action, Ab initio.
5. Appellant, Pro se, believes that this Court should grant the relief requested based upon the following reasons:
 - A. On July 9th, 2012 the Kershaw County Court of Common Pleas denied show cause relief that brought claims of civil foreclosure fraud sustained by prima fascia showing of cancelled checks that rebut the claim of injury and showing that Appellant who interacted with The Law Office of David M. Green, Esq. (unknown attorney predator) from August 31st, 2012 thru February 6th, 2012, and was injured in the instant proceedings with abstencia traceable to commission of attorney fraud practice liken to current claims brought against this attorney firm in the matter of Angela Masheyeva, Et al. v. The Law Office of David M. Green, Et al, Supreme Court, State of New York, Nassau County, Index No. 2815/2012 (Appellant, Pro se currently pursues claim against counsel).
 - B. On August 20th, 2012, Appellant, Pro se filed Emergency motion seeking relief pursuant to the Doctrine of Equitable Estoppel, the Doctrine of Fraud and the Doctrine of Lache and for reconsideration (S.C. Rule 59 [e]) sustained by showing that the judgment and Order complained of herein that imputes the proven neglect of unknown predator attorney that deliberately sat on evidence of civil foreclosure fraud for six months, and demonstrated willful unilateral abandonment of Appellant-client on February 6th, 2012 (5 days after default summary judgment was entered) is the neglect of the client-Appellant in this case (Mitchell Supply Co. v. Gaffney, 297 S.C. 160 [Ct. App. 1988]), represents abuse of discretion and error of the Court controlled by S.C. law (Graham v. Town of Loris, 272 S.C. 442 [1978]) that was known to the court at the time the judgment was rendered.
 - C. Therefore, the Court that bought the side of the unclean hands of the attorney for the Wrongdoer-respondent inherently has unclean hands and was therefore barred from denying emergency relief that shields the Appellant from the selling and buying of sides akin to the foreclosure arena of jurisdictions that punishes the clean hands of the Appellant-victim and unjustly enriches the unclean hands of the Respondent-wrongdoer.
 - D. For this reason, the judgment and Order complained of herein that sees prejudice to the Respondent-wrongdoer “were the court to grant relief”, and therefore chances denial of relief warranted with imposition of \$28,500.00 appeal bond to stay eviction proceedings pending appeal, can be seen as an act of aggression against the Public to

conceal Federal evidence of a civil crime against the Public traceable to the presence of civil foreclosure fraud, extortion and theft of property in the instant case and a deterrent to said appeal that would ultimately disclose Sham judgment and advance corporate interest.

E. Accordingly, the clean hands of Appellant, Pro se (senior citizen near 80 yrs old and native born to S.C. and sister to the late great Brook Benton-singer and entertainer who holds brother's "Key to City of Camden, S.C.), who has done nothing wrong and is punished by these proceedings with cruel and unusual punishment within the meaning of the 8th Amendment to the United States Constitution, and is thereby halted from carrying out family business and last wishes of Brook Benton in the Town of Camden, State of South Carolina, will effectively suffer further irreparable injury and harm without adequate remedy at law for loss of her home and unique holding were she to be physically removed from her home and forced to relinquish possession of said home to the unclean hands of the Respondent-wrongdoer who would then be unjustly enriched beyond retrieval based upon the arbitrary and caprice proceedings held herein to date.

F. Therefore, the decision and denial of Equitable Estoppel relief complained of and brought for review demonstrate the presence of inconsistent positions that pose on the instant Quest for the truth and, is inescapably a matter of "It just isn't right" within the meaning of the Doctrines of Equitable, Fraud and Lache because the court that bought the side of the unclean was inherently barred from reviewing the motion, Ab initio, and is without a doubt a matter of improper conduct by a party to the action and judicial misconduct that renders the decision complained of an error of the Court controlled by law known to the justices of this Court of Appeal who now has the legal duty and moral obligation to uphold the Constitution in this case and dissent from this gross miscarriage of justice that has truly gone too far.

NATURE OF MOTION

6. The nature of the instant Emergency motion brings for review the denial of Equitable Estoppel relief (the call to preclude inconsistent position) that shields the clean hands of the Appellant-Victim who has done nothing wrong and is punished by the arbitrary and caprice proceedings held herein to date, from the selling and buying of sides inherent to the judicial foreclosure arenas that, in the instant case, resulted in sham judgment that denies Appellant's Pro se emergency application for show cause relief {said application sustained by established burden of proof that, inter alia, showed presence of fraud on the Court and demonstrated extraordinary circumstances and legal argument that justified a granting of relief from default summary judgment} and conceals the presence of the commission of civil foreclosure fraud, extortion and theft traceable to fraud claim of injury filed in this action on or about November 2011 to spare "High prejudice" to the unclean hands of Respondent-wrongdoer who would without a doubt face criminal charges for civil crimes of predatory lending practices against the Public, when in fact the

Court who bought the side of the unclean inherently had unclean hands, too, and was for this reason precluded from review of the motion for relief and was barred, moreover, from procedurally disposing of the motion, Ab initio, "No matter the rubric".

PARTIES

7. Ellen R. Springer is the Appellant, Pro se and Senior Citizen (almost 80 yrs. Of age) who has clean hands and has done nothing wrong and is punished by the arbitrary and caprice proceedings held herein to date with loss of her home and unique holding with out adequate remedy at law.
8. CitiMortgage, Inc., is the Respondent in the instant case, and is a corporation chartered to do business in multiple jurisdictions.

PRELIMINARY STATEMENT

9. On July 9th, 2012 Appellant appeared before the Master in Equity pursuant to Emergency Motion for Order to Show Cause WHY Ellen R. Springer, Appellant, Pro se, should not be granted relief based upon showing that or about November 2011, Respondent filed claim of injury in the instant civil action matter with the Clerk of the Kershaw County Court of Common Pleas, upon pleadings that neglected their legal duty and moral obligation to disclose the totality of material facts, known at the time the action was commenced, that was inflammatory and went to the heart of a definitive defense to the instant action and a more favorable outcome to the Appellant, Pro Se and that therefore the pleadings represented sham pleadings that violated Federal Civil Practice Rule 1 (pleadings must be construed to do substantial justice, Ab initio), and that for this reason the legal sufficiency of the order of default summary judgment entered February 1st, 2012 was flawed and inherently the jurisdiction and power of authority of the Court to review was absent.
10. Appellant's Pro se also covered the secondary matter of excusable neglect for abstencia with prima fascia showing that from August 31st, 2011 (prior to filing of the complaint) thru February 6th, 2012, that she interacted with the Law office of David M. Green, a.k.a. The Green Law Group, West Hempstead, New York to investigate interest in conflict connected to prima fascia evidence of Loan Default Fraud traceable the inequitable conduct of the unclean hands of Respondent-wrongdoer whose pleadings failed to disclose the presence of their diversion from two consecutive forbearance agreements entered into with Appellant (from May, 2009 thru June 1st, 2012) that was traceable to bogus allegations raised February 2009 referencing only "One missed installment of \$746.00's [August 1, 2008] that ultimately yielded \$36,000.00's from that failed to cure.
11. On July 9th, 2012 Appellant Pro se showed the court that said attorney was a predator who molested her from August 31st, 2011 thru February 6th, 2012 and she abandoned her on February 6th, 2012, just 5 days after Respondent was granted default summary

judgment, and injured her (Appellant) like countless other and, lastly, that the attorney firm had been brought under criminal charges (see Masheyeva, Et al. v. The Law Office of David M. Green, Et al, Supreme Court, State of New York, Nassau County, Index No. 2815/2012).

12. Based upon the transcription of hearing annexed hereto, the simple fact of the matter is that the claim of injury that commenced this action, Ab initio, is fraudulent; Respondent herein is not a real party to the action as claimed; and Appellant, Pro se, is in fact the real injured party to the instant action who has clean hands and has in fact done nothing wrong, and there is no evidence to the contrary.
13. Therefore, it is fair to say that, on July 9th, 2012 the Hon. Jeffery M. Tzerman, J. Presiding, failed to uphold the constitution and his legal duty and moral obligation to dismiss an action upon sufficient showing that jurisdiction requirements were met at the time the action was commenced, simply because said Master in Equity who heard the inflammatory evidence that all of this was over only one missed payment of \$746.00's, failed to see prejudice to Appellant, Pro se because he had to come from behind the constitution to see prejudice to the Plaintiff were said court to uphold the constitution and grant relief,
14. The Court therefore bought the inconsistent side of the unclean hands of attorney for the Respondent who demonstrated the inability to defend the initial claim of injury because Appellant rebutted the same, but continues to use the procedures of the Court to pursue prosecution of an unsubstantiated claim to win his client's case by asserting that "Neglect of the attorney is the neglect of the Appellant-client (Mitchell Supply Co. v. Gaffney, 297 S.C. 160 [Ct. App. 1988], notwithstanding the established precedent that, "This rule is not applied" in cases where counsel demonstrates a willful unilateral abandonment of the client, as in the instant case (Graham v. Town of Loris, 272 S.C. 442 [1978]).
15. On August 20th, 2012, Appellant Pro se, who is a senior citizen and transact business in City of New York, who is unknowing of the laws of South Carolina, demonstrated equitable conduct that filed Emergency Pro se application for Equitable Estoppel that shields Appellant-victim from the selling and buying of sides that pose on the instant Quest for the truth combined with an emergency motion for reconsideration (S.C. Rule 59 [e]: newly discovered evidence) upon claim of Sham judgment that conceals the presence of civil foreclosure fraud, the absence of jurisdiction and imposes cruel and unusual punishment traceable to imposed appeal bond to stay eviction in the amount of \$28,500.00's that deters appeal to shield the unclean hands of Respondent-wrongdoer.
16. Based upon the entire aforementioned, sustained by the annexed transcription of hearing, the Master in Equity, who was barred from denying Equitable Estoppel Relief because the Court's hands were inherently unclean from the transaction that bought the side of the Respondent-wrongdoer, Ab initio, failed, once again, to uphold the constitution by personally hearing the motion that challenged his act as a co-conspirator

to tampering with federal evidence of a civil crime against the Public in connection with the decision and order of the court that conceals the facts as brought out herein.

17. Therefore, the performance of the Master in Equity in the case demonstrates inconsistent position of the court that fell below a minimal standard of reasonableness and demonstrates a willful unilateral abandonment of Official Oath as a Foreign Officer of the Court to advance corporate interest and for this reason pose on the integrity of the instant Quest for the truth and presents this Court of Appeals with extraordinary circumstances and legal argument that warrant relief sought herein pursuant to 11 USC 362 (stay of eviction) and 11 USC 543 (relief from turnover) pending final determination on appeal.

BACKGROUND

18. The facts of the instant case have been established and are undisputable as sustained by the annexed transcription of the hearing (see exhibit-C).
19. On or about January 1994, Appellant remitted down payment of \$15,000.00's and entered into an "**FHA**" approved loan contractual agreement with A & B Ambro for the loan amount of \$70,000.00's to secure purchase of property known as 18 Arlington Drive, Lugoff, South Carolina.
20. On or about February 2009, loan service agents for CitiMortgage raised inequitable claim of loan default sustained by allegations that, Appellant failed to remit installment of \$746.00's for August 1st, 2008 and that all subsequent installments were therefore deficient and cause for default.
21. Based upon the hearing record, From March 2009 thru February 2009 Appellant fully executed forbearance agreement with remittal of \$1,500.00's per month totaling \$18,000.00's that failed to cure based upon allegations of outstanding attorney fees or more than \$4,000.00's traceable to the inequitable claim of default.
22. Based upon the hearing record, from May 2012 thru May 2011, Appellant fully executed forbearance agreement with remittal of \$1,500.00's per month totaling \$18,000.00's and a grand total of \$36,000.00's remitted to Plaintiff during the course of the forbearance agreement.
23. Based upon the hearing record, Appellant fully executed said forbearance: however, Appellant's equitable conduct failed to cure once again, based upon allegations of outstanding attorney fees of more than \$4,000.00's traceable to the inequitable claim of default now dating back to February 2009.
24. Based upon the hearing record, on June 1st, 2011, Appellant rejected further claims of the existence of outstanding attorney fees of more than \$4,000.00's that rendered the loan matter deficient.
25. Based upon the hearing record, on or about August 31, 2011, Appellant demonstrated equitable conduct that retained services of David M. Green, Esq., West Hempstead, New York, to resolve conflict of interest relevant to the aforementioned matter of diversion from contractual agreement that injured Appellant as of natural course.

26. Based upon the hearing record, Appellant interacted with said attorney from August 31st, 2011 thru February 6th, 2012.
27. Based upon the hearing record, on or about November 2011, Plaintiff filed claim of injury in the instant matter with the clerk of the Court of Kershaw County, State of South Carolina.
28. Based upon the hearing record, the pleadings filed by Plaintiff failed to disclose the aforementioned material facts that led up to the date of injury claimed and therefore constituted sham pleadings that violated Federal Civil Practice Rule 1 (pleadings must be construed to do substantial justice).
29. Based upon the hearing record, on February 1st, 2012 Plaintiff was granted Order of default summary judgment in abstencia.
30. Based upon the hearing record, abstencia in the proceedings were induced by (1) untimely receipt of notice of the scheduled hearing of February 1st, 2012 that created an inability to appear before the court from the State of New York, and (2) the neglect of attorney David M. Green, Esq., who sat on the Appellant's definitive defense to this action for six months and did nothing while, on the other hand, the unclean hands of Plaintiff is granted default summary judgment.
31. Based upon the hearing record, on or about February 6th, 2012, said attorney demonstrated a willful unilateral abandonment of Appellant-client that injured her in the proceedings and rendered the results of said proceeding a mockery and a gross miscarriage of justice within the meaning of the 1st, 4th, 6th, 8th, 13th, and 14th, Amendment to the United States Constitution.
32. Based upon the hearing record, on or about February 12th, 2012, Appellant demonstrated equitable conduct that notified the Master in Equity by phone that civil foreclosure fraud had crossed the jurisdiction of his court on or about the November 2011 that resulted in default summary judgment entered by the Court February 1st, 2012, that there existed prima fascia evidence of cancelled checks that rendered the claim of injury false, that Plaintiff was in fact not the holder in due course of the original loan documents and, inter alia, that abstencia in the proceedings was owed to matters stated in paragraph 20 hereof.
33. Based upon the hearing record, on or about February 12th, 2012 the Master in Equity informed Appellant that, "S.C. Rule 60 (b) was the way to go."
34. Based upon the hearing record, said Master in Equity failed to assure the court that jurisdiction requirements were met at the time this action was commenced with action traceable to sale of Appellant's property to the Plaintiff on March 5th, 2012.
35. Based upon the hearing record, on or about June 4th, 2012, Appellant filed an Emergency Pro se application for Order to show cause (S.C. Rule 60 [b] presence of fraud on the court: the absence of jurisdiction: the absence of holder in due course: the presence of improper conduct of a party to the action: the presence of excusable neglect

- for abstencia) which sought relief from default summary judgment based upon the extraordinary circumstances related legal arguments aforementioned.
36. Based upon the hearing record, Appellant was not afforded advance copy of the opposition to said motion prior to the hearing held.
 37. Based upon the hearing record, on July 9th, 2012, Appellant appeared before the hearing Court, Pro se, and did show her invention that demonstrated that, the legal sufficiency of the proceedings held therein to date that resulted sale of Appellants property to Plaintiff was arbitrary and caprice and an abuse of the judicial process, inter alia, based upon the aforementioned.
 38. More importantly, based upon the record, on July 9th, 2012, Appellant established her burden of proof with prima fascia showing that demonstrated that from August 31st, 2011 thru February 6th, 2012, she was in fact molested by the "Predatory attorney practices" of the Law office of David M. Green, Esq., liken to recent claims brought against this attorney in the matter of Angela Masheyeva, Et al, v. The Law Office of David M. Green, Et al, Supreme Court, State of New York, Nassau County, Index No. 2815/2012.
 39. Based upon the hearing record, on July 9th, 2012, the inconsistent position of attorney for the plaintiff used the procedures of the court to defend against the action with S.C. Rule that, "Neglect of the attorney is Neglect of the client".
 40. Based upon the hearing record, on July 9th, 2012 the inconsistent position of the hearing court failed to uphold the constitution and bought the side of the unclean hands of attorney for the Plaintiff who defended against the action with S.C. Rule that, "The neglect of the attorney if the neglect of the client" (citing Mitchell Supply Co. v. Gaffney, 297 S.C. 160 [Ct. App. 1988]).
 41. Based upon the hearing record, said denial was error controlled by law and therefore an abuse of discretion on the law.
 42. Based upon the hearing record, the Court that imposed appeal bond of \$28,000.00's.
 43. Based upon the hearing transcripts, the record is baron of evidence that demonstrates prejudice to the Plaintiff traceable to inequitable acts of Appellant.
 44. On August 20th, 2012, Appellant submitted emergency Pro se application for relief pursuant to the Doctrine of Equitable Estoppel, the Doctrine of Fraud and the Doctrine of Lache (the call to preclude inconsistent positions) combined with Emergency motion for Reconsideration of said denial based upon newly discovered evidence not know to the Appellant at the time of the hearing.
 45. On August 20th, 2012, Appellant showed that hearing court that, the Order of the court that bought the side of the unclean hands of attorney for the Plaintiff and therefore denied relief warranted was error controlled by law based upon Graham v. Town of Loris, 272 S.C. 442 (1978) showing that, "Neglect of the attorney is not applied in cases where the attorney demonstrates a willful abandonment of the client".

46. On September 10th, the hearing court denied said application for Equitable Estoppel, inter alia, with prejudice and caution that no further motions will be entertained by the Court.

STATEMENT OF FACTS

47. Based upon the hearing transcripts, Appellant demonstrated equitable conduct that inter acted with attorney David M. Green, Esq. from August 31st, 2011 thru February 6th, 2012 to resolve interest of conflict in need of resolution traceable to acts of the Plaintiff that diverted from contractual forbearance agreement and in fact injured Appellant on the date of injury claimed, Ab initio.
48. Based upon the hearing transcripts, from August 31st, 2011 thru February 6th, 2012, The Law office of David M. Green, a.k.a. The Green Law Group demonstrated inequitable conduct that injured Appellant in the instant proceedings with denial of due process that rendered the proceedings arbitrary and caprice and a gross miscarriage, and mockery, of justice within the meaning of Strickland v. Washington, 442 U.S. 662 (1984).
49. Based upon the hearing transcripts, on or about November 2011, the unclean hands of Plaintiff demonstrated inequitable conduct that filed claim of injury with the Clerk of the Kershaw County based upon pleadings that failed to disclose the totality of the material facts leading up to the date of injury both positive and or dispositive to the outcome of the action.
50. Based upon the record of the Court, on or about November 2011, attorney for the Plaintiff demonstrated inequitable conduct that cause the "Affirmation of Non-Owner Occupancy" that represents that Appellants property is vacant and baron of furniture with signs of breaking and entering while, on the other hand, Appellant's home is fully furnished with vehicle parked in the yard and appears vacant because Appellant commutes to and fro from the State of New York to her primary place of residence in the State of South Carolina according to Tax records that confirm Appellant claims 18 Arlington Drive, Lugoff, S.C. as her primary residence.
51. Based upon the documents that support the emergency Pro se application for Order to show cause, the Plaintiff is not the holder in due course of the original loan documents and that the assignment possessed by plaintiff failed to facially show CitiMortgage Inc, as the party of interest thereby conveyed.
52. Based upon the entire aforementioned, the hearing transcripts demonstrate that, on July 9th, 2012, Appellant show the Master in Equity that from February 12th, 2012 thru July 9th, 2012 said Appellant sought Pro se relief for injuries sustained in proceedings connecting additional non-collateral civil action matters traceable to the neglect of said attorney that exacerbated inability to appear sooner.
53. On or about February 12th, 2012 the United States District Court: Eastern District of New York, allowed Appellant extension of time to answer the complaint in the matter of

Eastern Savings Bank v. Walter Springer and Ellen Springer, Case No. 2011-CV-4431-ERK based upon allegations of neglect traceable to the claim of neglect of David M. Green, Esq. brought herein.

54. On or about March 14th, 2012, the Supreme Court of the State of New York, County of Queens granted Order to show cause (CPLR Art. 78) in the matter of U.S. Bank National and Associates as Trustees v. Ellen Springer, Queens County Index No. 6827/08, sustained by prima facie claim of civil foreclosure fraud as inseparable incident to the note traceable to findings of TILA and RESPA violations that invalidated the loan subject based upon In re Ameriquest Mortgage Lending Practice Litigation, Case No. 05-CV-07097, United States District Court: Northern District of Illinois and showing that, the December 9th, 2011 sale of Appellant's property in that action was traceable to the inequitable conduct and neglect of The David Green Law Group, West Hempstead, New York.

DISCUSSION

55. Based upon the hearing record, Appellant, Pro se, strongly suggests that on July 9th, 2012 the Master in Equity who saw the presence of civil foreclosure fraud and the absence of jurisdiction also saw the presence of attorney fraud that ultimately demonstrated a willful unilateral abandonment of the Appellant-client on February 6th, 2012 and thereby injured Appellant in these proceedings, no matter the rubric.
56. Based upon the hearing record, Appellant, Pro se, strongly suggests it is fair to say that, the hearing court saw (1) the presence of attorney relationship, (2) the presence of neglect, (3) the presence of injury and (3) that Appellant would have been successful but not for the neglect of The David M. Green Law Group.
57. Based upon the hearing record, Appellant, Pro se, strongly suggests that the hearing court saw the presence of a predatory attorney fraud claim in the instant action liken to the claims brought against The David Green Law Firm, a.k.a. The David M. Green Law Group in the matter of Angela Masheyeva, Et al. v. The Law Office of David M. Green, Et al, Supreme Court, State of New York, Nassau County, Index No. 2815/2012.
58. Based upon the hearing record, Appellant, Pro se, therefore strongly suggest that the Order of the hearing Court that bought the side of the unclean hands of the attorney for Plaintiff-wrongdoer and denied show cause relief based upon Mitchell Supply Co. v. Gaffney, supra, is error controlled by law according to Graham v. Town of Loris, supra.
59. Based upon the aforementioned, Appellant, Pro se, strongly suggests that said decision is an abuse of discretion that represent extraordinary circumstances and legal argument that warrants relief within the meaning of S.C. Rule 60 (b): fraud on the court: presence of civil foreclosure fraud: presence of improper conduct of a party to the action: absence of jurisdiction: presence of judicial misconduct.
60. Based upon the hearing record, Appellant, Pro se, strongly argues that, the Order of the Court that denies show cause relief conceals the entire aforementioned unadulterated facts material to a definitive defense to the instant action and a more favorable disposition

to Appellant and therefore represents Sham Judgment that conceals the evidence as claimed and simply seeks to reward the wrongdoer-plaintiff and punish the clean hands of the Appellant-victim to protect the unclean hands of Respondent-wrongdoer.

ARGUMENT

61. Appellant, Pro se, argues with prima fascia vigor that, no matter the rubric, the claim of injury as filed (Nov. 2011) is flawed within the meaning of 41 USC 604 (Fraudulent Claims) because attorney for the Wrongdoer-respondent cannot defend against the cancelled checks that demonstrate that said claim is false, Ab initio.
62. Accordingly, Appellant, Pro se, argues that, the failure to disclose the totality of material facts, known to Wrongdoer-respondent at the time the action was commenced, that went to the heart of a definitive defense to the instant action that was favorable to the Appellant, Pro se, and would have changed the outcome of the case in favor of Appellant, Pro se, is in fact error of the Court controlled by law that denies due process of Law and warrants reversal of the judgment and order complained of herein and dismissal of the complaint (see Brady v. Maryland, 371 US 83 [1963]).
63. Clearly, Appellant, Pro se, argues that, all that followed was the fruit of the poisonous tree (see Wong Sun v. United States, 372 US 471 (1963) and that her property known to the Courts as 18 Arlington Dr., Lugoff, South Carolina, is illegally seized in the instant case within the meaning of the 4th and 14th Amendments to the United States Constitution and the sale of March 5th, 2012 must be reversed and rescinded on the law and the order of default summary judgment must be vacated and the complaint must be dismissed and or stricken with prejudice as a matter of Constitutional law without recourse (Fed. Civ. P. Rule 1.150).
64. Based upon the entire aforementioned, Appellant, Pro se, argues that she will sustain irreparable injury and harm were this Honorable court not uphold the Constitution in this case as done by the Master in Equity of Kershaw County, South Carolina on June 4th, 2012 (emergency motion heard 35 days later) and on July 9th, 2012 (Court sees prejudice to the Wrongdoer-respondent for commission of civil foreclosure fraud, inter alia, and denies relief and tampers with Federal Evidence of a Civil Crime against the Public unsuspecting of sophisticated foreclosure fraud upheld by courts of jurisdiction and unyielding power.
65. Based upon the entire aforementioned, Appellant, Pro se, argues that she presents this Court with (1) extraordinary circumstances and (2) legal argument that (3) warrants a grant of relief pursuant to 11 USC 362 (stay) and 11 USC 532 (relief from turnover) that supersedes writ of assistance in the instant case and supersedes order of the Kershaw County Court of Common Pleas that impose appeal bond in the amount of \$28,500.00's without finding of prejudice to the unclean hands of Wrongdoer-plaintiff traceable to the acts of Appellant, Pro se who has done nothing wrong and is injured by the instant proceeding, based upon the hearing record annexed hereto for this Court's convenience.

CLOSING DISCUSSION

66. The unadulterated truth is that on or about November 2011 the unclean hands of attorney for the Plaintiff represented claim of injury allegedly traceable to acts of Appellant that failed to remit installments from June 1st, 2011 thru November 1st, 2011.
67. The unadulterated truth is that, use of the procedural definitive defense of "The neglect of the attorney is neglect of the client" to defend against prima fascia evidence that rebuts the former position asserted represents a direct departure from said position.
68. The legal sufficiency of the Order of default summary judgment entered by the Master in Equity February 1st, 2012, the March 5th, 2012 sale of Appellants property, the writ of assistance that currently threatens Appellant with eviction and ultimately loss of her home and unique holding were all predicated upon "Reliance on that representation.
69. The representation of Mitchell Supply Co. v. Gaffney, supra. constitutes a change in position detrimental to Appellant claiming estoppel that is caused by the representations and reliance thereon as a matter of fact and law.
70. For this reason, on July 9th, 2012, Plaintiff failed to satisfy their burden of proof with prima fascia showing WHY Ellen R. Springer should not be granted relief pursuant to S.C. Rule 60 (b), inter alia.
71. For this reason, Appellant believes that she satisfied her burden of proof with prima fascia showing that demonstrates that the moving plaintiff lacked standing to bring suite, Ab initio, and that jurisdiction requirements were not satisfied at the time the instant action was commenced.
72. Accordingly, based upon the hearing record, the Master in Equity demonstrated a willful unilateral abandonment of the constitution and the legal duty and moral obligation to dismiss an action upon sufficient showing that the court lacked jurisdiction at the time the action was commenced, no matter the rubric.
73. Accordingly, based upon the hearing record, the attorney for the Plaintiff demonstrated a willful unilateral abandonment of the legal duty and the moral obligation to disclose the totality of the facts known at the time the action was commenced material to a definitive defense to the action and a more favorable outcome to the Appellant and there is no evidence to the contrary.
74. Accordingly, the attorney for the plaintiff demonstrates a modus operandi to lure Appellant in to the court of jurisdiction based upon one fraud claim of injury and now use the procedures of the Court to the detriment of said Appellant.
75. Accordingly, Appellant would have been successful in defending against this civil foreclosure action were it not for the neglect of "The David Green Law Group".
76. Accordingly, the Master in Equity who presided over the instant case who saw prejudice to the Plaintiff, first; and thereafter denies relief warranted pursuant to S.C. Rule 60 (b) that allows relief based upon extraordinary circumstances that would justify a granting of relief from default summary judgment; and impose \$28,000.00's appeal bond

to deter appeal; is injurious and denied Appellant's due process right to a prudent and impartial review of the claims brought.

77. Based upon the entire aforementioned, and all the proceedings had herein to date, the Order that denied Equitable Estoppel relief and reconsideration of the denial of show cause relief finds no basis in the facts sustained by the annexed hearing transcript and is, therefore, arbitrary and caprice and error controlled by law where in fact the neglect of the predatory attorney in this case (see Angela Masheyeva, Et al, v. The Law Office of David M. Green, Et al, Supreme Court, State of New York, Nassau County, Index No. 2815/2012) is not neglect of the Appellant-client under South Carolina Law (see Graham v. Town of Loris, supra).

SUMMATION

78. No matter the rubric, this case is a matter of it just isn't right.
79. Upon information and belief, Appellant Pro se believes that the issues brought for review are not frivolous and demonstrate the likelihood of success on Appeal based upon the presence of foreclosure fraud and the fact that the Court erred in ruling on the Emergency motion for equitable estoppel because the court that bought the side of the unclean is also barred from procedurally denying said motion that demonstrates the elements of (1) representation as to a material fact that is contrary to a later-asserted position; (2) reliance on that representation (default summary judgment); and (3) a change in position (definitive defense that neglect of attorney is neglect of the client) detrimental to the party claiming estoppel (loss of property and unique holding) that is caused by the representation and reliance thereon.
80. No matter the rubric, no claim, no jurisdiction, no sale.
81. Appellant, Pro se, demonstrates that there is no prejudice to Respondent traceable to acts of the said Appellant that serve as a basis of prejudice were this Hon. Court of Appeals to grant the relief sought herein.
82. Appellant, Pro se, demonstrates, on the other hand, that it would be highly prejudicial to the Appellant were this Court of Appeals to deny the relief sought and she (Appellant) were to be evicted from her home pending final determination of Appeal in the instant matter as a matter of Constitutional Law and this Court of Appeals is held to a more stringent standard than the Kershaw County Court of Common Pleas.

CLOSING PRAYER FOR RELIEF

83. Appellant, Pro se, prays that this honorable Court uphold the constitution and construe Appellant's claim to a less stringent standard than pleadings drafted by an attorney.

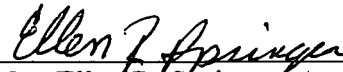
84. Appellant, Pro se, prays that this honorable court, therefore, construe the instant pleadings to raise the strongest arguments suggested herein.
85. Appellant, Pro se, prays that this honorable court concur that, the failure to disclose material facts tainted the proceedings herein and denied the right to due process of law within the meaning of the 14th Amendment and is a reversible error controlled by law (see Brady v. Maryland, 371 U.S. 83 [1963]).
86. Appellant, Pro se, prays that this honorable Court concur that, the copies of cancelled checks that rebut the claim of injury and renders the same false also constitutes fraud claim within the meaning of 41 USC 604 and violates Federal Civil Practice Rule 1 (pleadings must be construed to so substantial justice, Ab initio) and therefore render the jurisdiction of the court flawed.
87. Appellant, Pro se, prays that this honorable court concur that, the claim of injury filed on or about November 2011 fail to sustain the legal sufficiency of the default summary judgment entered February 1st, 2012 and, therefore, all that follow is the fruit of the poisonous tree (Wong Sun v. United States, 371 U.S. 471[1963]).
88. Appellant, Pro se, prays that this honorable Court concur that, it would be highly prejudicial were Respondent allowed to execute the attached "Writ of Assistance", evict Appellant from her home and unique holding, and take possession of said home wherein the decision of the Master in Equity who sold the property March 5th, 2012 without checking the goods based upon the February 12th, 2012 alert of fraud upon the court, is a matter of it just isn't right.
89. Appellant, Pro se, prays that this court of prudent and impartial power of review and discretion concur that, said Appellant provides this court with extraordinary circumstances and legal argument that justify a granting of relief from default summary judgment within the meaning of S.C. Rule 60 (b).
90. Appellant, Pro se, prays that this honorable Court concur that Appellant has clean hands that has done nothing wrong and is punished by the proceedings and is injured with irreparable harm and injury without adequate remedy at law.
91. Appellant, Pro se, prays that this honorable court concur that, at a minimal, Wrongdoer-respondent herein has unclean hands that has done wrong and is unjustly enriched by the proceedings held herein to date.
92. Appellant, Pro se, prays that this honorable Court concur that, Appellant, Pro se, will suffer irreparable harm and injury for loss of her home and unique holding without adequate relief at law were she to be evicted pending appeal in the instant matter because this Court well knows that there can be no adequate remedy at law for loss of a home that holds sentimental values.
93. Appellant, Pro se, is a senior citizen near eighty (80) years in age that prays this honorable court concur that, said Appellant is the victim and real injured party to the action and that Respondent is a non-injured party to the action and that the order and denial of Equitable Estoppel relief is a matter of "It just isn't right".

THE RELIEF SOUGHT HEREIN HAS NOT BEEN SOUGHT IN ANY OTHER PROCEEDINGS KNOWN TO THIS APPELLANT UPON INFORMATION AND BELIEF BASED UPON PERSONAL KNOWLEDGE.

WHEREFORE, based upon the entire aforementioned: upon the annexed transcription of hearing in connection with Appellant's Pro se, Emergency application for show cause: upon the Order of the Kershaw County Court of Common Pleas dated June 9th, 2012 that denies show cause relief: upon the filing of Pro se emergency application for Equitable Estoppel relief dated August 20th, 2012: and upon denial of said Pro se emergency motion for Equitable Estoppel Relief (doctrine of fraud and doctrine of Lache) on September 10th, 2012: and upon all proceedings held herein to date that were arbitrary and caprice, Appellant believes that this Court should grant relief pursuant to 11 USC 362 (stay) and 11 USC 543 (relief from turnover) pending final determination of the instant matter on appeal that supersedes order and denial of show cause relief that imposes appeal bond in the amount of \$28,000.00's in the absence of prejudice to Respondent herein traceable to acts of Appellant, and for such other and further relief as to this honorable Court may seem just, prudent and proper based upon Good Cause Shown and in the best served interest of the Public consumer unsuspecting of sophisticated foreclosure fraud invisible to the natural naked eye of the Public.

DATED: September 20, 2012.

Respectfully Submitted,



Mrs. Ellen R. Springer, Appellant, Pro se
147-21 109th Avenue
Jamaica, New York, 11435
(716) 205-7867

To: Clerk of Kershaw County
Court of Common Pleas
1121 Broad Street, Camden, S.C., 29021

TO: Counsel for the Plaintiff:
Rogers, Townsend and Thomas, LLP
220 Executive Center Drive
Columbia, S.C. 29210
(803) 744-4444

To: Cpl. Chris Phillips
Kershaw County Sherriff's Department
821 Ridgeway Road
Lugoff, S.C. 29078 (803) 424-4030

VERIFICATION OF THE PLEADINGS

STATE OF NEW YORK)

: SS

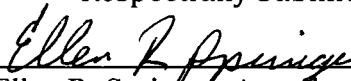
COUNTY OF QUEENS)

I, Mrs. Ellen Springer, depose and say the following under penalties of perjury:

1. I am the Victim Appellant, Pro se (who has done nothing wrong and is injured by these proceedings).
2. I have read the foregoing Pro application for emergency Motion to seeking relief pursuant to 11 USC 362 (stay) and 11 USC 543 (relief from turnover) and know the contents thereof.
3. The same are true to my personal knowledge except as to I believe to be true.
4. To the best of my knowledge, information and belief, formed after all inquiry reasonable under the circumstances, the presentation of these papers and the contentions therein are not frivolous as defined by applicable South Carolina Law.

Dated: September 19th, 2012.

Respectfully Submitted,



Ellen R. Springer, Appellant, Pro se
147-21 109th Avenue
Jamaica, New York 11435
(716) 205-7867

EXHIBIT-A

Handwritten initials

FORM 4

STATE OF SOUTH CAROLINA
COUNTY OF KERSHAW
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE
CASE NUMBER 2011CP2800981

Citimortgage Inc	Ellen R Springer Peggy S Roberts Fka	Peggy S Charles
------------------	---	-----------------

PLAINTIFF(S)

DEFENDANT(S)

Submitted by:	Attorney for: <input type="checkbox"/> Plaintiff <input checked="" type="checkbox"/> Defendant <input type="checkbox"/> Self-Represented Litigant
---------------	--

DISPOSITION TYPE (CHECK ONE)

- JURY VERDICT. This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- DECISION BY THE COURT. This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ACTION DISMISSED (CHECK REASON): Rule 12(b), SCRCP; Rule 41(a), SCRCP (Vol. Nonsuit);
 Rule 43(k), SCRCP (Settled); Other: _____
- ACTION STRICKEN (CHECK REASON): Rule 40(j) SCRCP; Bankruptcy;
 Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; Other: _____
- DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):
 Affirmed; Reversed; Remanded; Other: _____

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: See attached order; (formal order to follow) Statement of Judgment by the Court:

Having previously ruled against the Defendant upon her motion to set aside the judgment in this matter this motion is dismissed, with prejudice and no further motion to set aside will be entertained by this court.

ORDER INFORMATION

This order ends does not end the case.

Additional Information for the Clerk:

Handwritten initials

cc: Power Springer 9/17/12

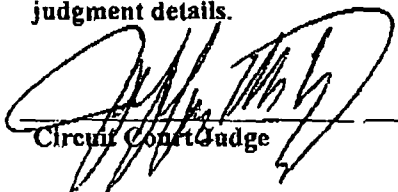
INFORMATION FOR THE JUDGMENT INDEX

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)

If applicable, describe the property, including tax map information and address, referenced in the order:

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. Note: Title abstractors and researchers should refer to the official court order for judgment details.


Circuit Court Judge

3056
Judge Code

9/10/2012
Date

For Clerk of Court Office Use Only

This judgment was entered on , and a copy mailed first class or placed in the appropriate attorney's box on , to attorneys of record or to parties (when appearing pro se) as follows:

Mary R. Powers PO Box 100200 Columbia, SC 292023200

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

Joyce McDonald - Clerk of Court

Court Reporter

#2

EXHIBIT-B

STATE OF SOUTH CAROLINA
COUNTY OF KERSHAW

IN THE COURT OF COMMON PLEAS
DOCKET NO. 11-CP-28-0981

CitiMortgage, Inc.,

Plaintiff,

ORDER DENYING DEFENDANT'S MOTION
FOR AN EMERGENCY ORDER TO SHOW
CAUSE AND INJUNCTIVE RELIEF FROM
SALE
Deficiency Judgment Waived

v.

Ellen R. Springer; Peggy S. Charles f/k/a Peggy S.
Roberts;

Defendant(s).

2012 JAN 17 PM 3:53
CLERK OF COURT, S.C.

(011654-05691)

This matter came before me on July 9, 2012 at 10:00 AM, for a hearing on Defendant's motion for an emergency order to show cause and injunctive relief from sale. All parties were notified of this hearing. Present on behalf of the Plaintiff was its attorney, William S. Koehler. The Defendant, Ellen R. Springer, appeared pro se. Also present was Walter Springer.

Based on the motion and accompanying affidavits submitted by the Defendant and the arguments of both parties, I find that the Defendant's motion should be denied for the following reasons:

First, this Court cannot determine that there was in fact excusable neglect based on the testimony presented.

Second, South Carolina case law, specifically, Mitchell Supply Co. v. Gaffney, 297 S.C. 160, 163-64, 375 S.E.2d 321, 323 (Ct. App. 1988), provides that "the neglect of the attorney is the neglect of the client..." The Defendant argued that her retained counsel from New York improperly told her that she would not be prejudiced by her failure to attend the February 1, 2012 foreclosure hearing; thus, necessitating a finding of excusable neglect. Assuming arguendo that the attorney retained by the Defendant was licensed in South Carolina and her attorney shirked his duties, this Court cannot hold the

H. Lin

Quinn [Signature]
Clerk of Court
Kershaw County

Plaintiff responsible. The neglect of an attorney to meet a deadline is negligence per se. Consequently, the neglect of the Defendant's attorney is imputed to the Defendant.

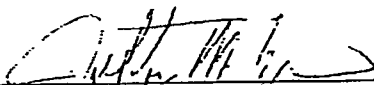
Third, a motion made pursuant to Rule 60, SCRPC must be timely. The longer the time since a party defaults on the summons, the more prejudicial the motion is to the non-moving party. Consequently, a greater burden is placed on the moving party. Given the date of service of the summons, I find that the prejudice to the Plaintiff would be extreme if the Defendant's motion were granted.

THEREFORE, IT IS SO ORDERED that the Motion of Defendant Ellen R. Springer is DENIED.

IT IS HEREBY ORDERED:

1. The Writ of Assistance shall remain in effect and the Defendant has thirty days from the date of this Order to vacate the subject property.
2. If the Defendant decides to appeal this Order, she must post an appeal bond in the amount of \$28,500.00 with the Clerk of County for Kershaw County.

AND IT IS SO ORDERED!


 The Honorable Jeffrey M. Tzerman
 Master in Equity for Kershaw County

Camden, South Carolina

July 16, 2012

EXHIBIT-C

Transcript of the Testimony of **Citimortgage v. Ellen Springer**

Date: July 9, 2012



CREEL COURT REPORTING, INC.
Condensed Transcript and Word Index

1230 Richland Street
Columbia, SC 29201

Phone: (803) 252-3445 / (800) 822-0896

Fax: (803) 799-5668

Email: contact@creelreporting.com

Internet: www.creelreporting.com

Page 1

1 STATE OF SOUTH CAROLINA) COURT OF COMMON PLEAS
 2 COUNTY OF KERSHAW) C/A No. 11-CP-28-0981
 3 CitiMortgage, Inc.,)
 4 Plaintiff,)
 5 v.)
 6 Ellen Springer,)
 7 Defendant.)

MOTION HEARING

 Monday, July 9, 2012
 10:30 a.m. - 10:55 a.m.

The hearing before the Honorable Jeffrey M. Tzerman, Master-in-Equity for Kershaw County, was taken at 304 Hampton Park, Camden, South Carolina on the 9th day of July, 2012 before Cassandra E. Vance, Court Reporter and Notary Public in and for the State of South Carolina.

Page 2

1 APPEARANCES:
 2 William S. Koehler, Esquire
 Ashley Wheeling-Goodson, Law Clerk
 3 ROGERS, TOWNSEND & THOMAS, P.C.
 Synergy Business Park
 4 220 Executive Center Drive, Suite 109
 5 Columbia, South Carolina 29210
 6 Attorney for the Plaintiff
 7
 8 Also Present:
 9 Ellen R. Springer, Pro Se
 10 Miesha Massey
 11 Walter Springer, 212 Watson Street, Buffalo, NY 14206
 12
 13 INDEX
 14
 15 MR. SPRINGER: PAGE:
 16 MS. SPRINGER DIRECT EXAMINATION 8
 17 Certificate 30
 18
 19 EXHIBITS
 20
 21
 22
 23
 24 (There were no exhibits marked during the hearing.)
 25

Page 3

1 THE MASTER-IN-EQUITY: Raise your right hand. Do
 2 you swear, promise or affirm that the testimony
 3 you're about to give, if you give any, is the
 4 truth?
 5 MS. SPRINGER: It's the truth.
 6 THE MASTER-IN-EQUITY: Okay. You can put your hand
 7 down.
 8 (Off the Record)
 9 THE MASTER-IN-EQUITY: All right. We're here today
 10 in the matter of CitiMortgage versus Ellen
 11 Springer, Docket Number 011-CP-28-981. We're
 12 here today pursuant to Ms. Springer's Motion to
 13 Set Aside the Judgment, a Rule 60 motion.
 14 Ms. Springer is here today. She is
 15 representing herself. Also present is her son,
 16 Walter Springer, and Miesha ...
 17 MR. SPRINGER: Massey.
 18 THE MASTER-IN-EQUITY: Massey. I think that's your
 19 niece.
 20 MS. SPRINGER: Yes.
 21 THE MASTER-IN-EQUITY: Okay. The bank is here
 22 represented by their attorney, Rogers, Townsend
 23 & Thomas, Mr. William Koehler appearing.
 24 Okay. Now, Ms. Springer, I want you to tell me
 25 in your own words as best you can what your

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1 motion is about and why you think it's valid.
 2 MR. SPRINGER: (Speaking to Ms. Springer.)
 3 THE MASTER-IN-EQUITY: You might just start from the
 4 beginning.
 5 MR. SPRINGER: That is the beginning.
 6 THE MASTER-IN-EQUITY: Okay. Start from the
 7 beginning and just tell me what --
 8 MS. SPRINGER: From the beginning they --
 9 THE MASTER-IN-EQUITY: Give me your story.
 10 MS. SPRINGER: -- were saying that there was a
 11 missed placement once --
 12 MR. SPRINGER: They claimed there was a missed
 13 payment.
 14 MS. SPRINGER: They claimed there was a missed
 15 payment.
 16 THE MASTER-IN-EQUITY: Okay.
 17 MS. SPRINGER: Okay? And --
 18 MR. SPRINGER: February of 2009 when they notified
 19 you.
 20 MS. SPRINGER: Notify me. So then I went to the
 21 bank and they was able to pull up that.
 22 MR. SPRINGER: Then they said the missed payment was
 23 for November of 2008 and that's the payment
 24 that you verified.
 25 MS. SPRINGER: The payment that I verified. The

Page 5

1 payment they said I didn't make I was able to
 2 verify that payment, the statement from the
 3 bank.
 4 THE MASTER-IN-EQUITY: Okay.
 5 MR. SPRINGER: And they told you after you verified
 6 that payment, then they went back to August
 7 of --
 8 MS. SPRINGER: Then they -- after that, they went
 9 back to August to another payment that they
 10 said that I missed.
 11 THE MASTER-IN-EQUITY: Okay.
 12 MS. SPRINGER: Uh-huh (affirmatively responds). And
 13 at some point, I think it was where I signed an
 14 agreement?
 15 MR. SPRINGER: Right, because you couldn't get
 16 (inaudible).
 17 MS. SPRINGER: That one particular payment that they
 18 asked for, they weren't able to pull it up and
 19 me going through my receipts from all the years
 20 or whatever, then I went to a forbearance
 21 agreement.
 22 THE MASTER-IN-EQUITY: Okay.
 23 MR. SPRINGER: Completed the forbearance agreement.
 24 The forbearance agreement (inaudible) for fees.
 25 MS. SPRINGER: The forbearance payment was for

Page 6

1 the --
 2 THE MASTER-IN-EQUITY: Keep going.
 3 MS. SPRINGER: -- missed payment and the agreement.
 4 MR. SPRINGER: It was to make up for the missed
 5 payment (inaudible).
 6 THE MASTER-IN-EQUITY: All right.
 7 MS. SPRINGER: To make up for the alleged missed
 8 payment.
 9 MR. SPRINGER: You told them that (inaudible).
 10 MS. SPRINGER: Then after they execute the
 11 agreement, then they said that it was \$4,000
 12 that I owed the attorney.
 13 MR. SPRINGER: Attorney fees (inaudible) --
 14 MS. SPRINGER: Attorney's fees.
 15 MR. SPRINGER: -- based on the one missed payment.
 16 MS. SPRINGER: Based on the one missed payment, they
 17 said that I owed the attorney \$4,000.
 18 THE MASTER-IN-EQUITY: Now, all of this happened
 19 back in 2008 and 2009?
 20 MR. SPRINGER: In 2009 -- 2009 through 2011.
 21 MS. SPRINGER: 2009 to 2011.
 22 THE MASTER-IN-EQUITY: Okay.
 23 MR. SPRINGER: Two forbearance agreements.
 24 THE MASTER-IN-EQUITY: So you had two forbearance
 25 agreements.

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1 MR. SPRINGER: Yes, sir. They executed the first
 2 one and then for March and April of 2010 and
 3 gave you a second agreement to absorb the
 4 attorney's fees. They said that you're
 5 currently -- the missed payment, but now
 6 they're still claiming it was attorney fees and
 7 that's why they gave you the second agreement.
 8 (Cell phone interruption.)
 9 MS. SPRINGER: They gave me the second agreement
 10 because they said there was -- that was the
 11 attorney fee.
 12 THE MASTER-IN-EQUITY: All right. I tell you what
 13 I'm going to do. I'll tell you what I'm going
 14 to do. Mr. Springer, raise your right hand.
 15 MS. SPRINGER: (Complies.)
 16 THE MASTER-IN-EQUITY: Mr. Springer.
 17 MR. SPRINGER: Yes, sir.
 18 THE MASTER-IN-EQUITY: Is that yours?
 19 MR. SPRINGER: I turned it off.
 20 THE MASTER-IN-EQUITY: Turn it off.
 21 MR. SPRINGER: Turned it off.
 22 THE MASTER-IN-EQUITY: Good for you.
 23 All right. Do you swear or affirm the
 24 testimony you're about to give is the truth?
 25 MR. SPRINGER: Yes, sir.

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1 THE MASTER-IN-EQUITY: All right. Ask him to tell
 2 me what happened.
 3 MS. SPRINGER: Speak to him.
 4 THE MASTER-IN-EQUITY: Ask him to tell the Judge
 5 what happened.
 6 MR. SPRINGER: "Son, tell the Judge what happened."
 7 WALTER SPRINGER, having been duly sworn, testifies
 8 and examines as follows:
 9 MR. SPRINGER - DIRECT EXAMINATION BY MS. SPRINGER:
 10 Q: Son, would you speak on my behalf or behalf?
 11 A: Yes, ma'am.
 12 MR. KOEHLER: Objection.
 13 THE MASTER-IN-EQUITY: I'll take it under advisement.
 14 Go ahead.
 15 MR. SPRINGER: Okay. In 2009, February of 2009,
 16 Ms. Springer, who is my mom, she received
 17 notification from the bank, I believe
 18 CitiMortgage, Incorporated.
 19 THE MASTER-IN-EQUITY: Did you help her fill out the
 20 paperwork?
 21 MR. SPRINGER: Yes, sir.
 22 THE MASTER-IN-EQUITY: All right. Continue.
 23 MR. SPRINGER: Yes, sir.
 24 She was notified that she had missed a payment
 25 of -- for November 2008 and that because of the

1 one missed payment, in spite of all other
 2 payments being received, that those payments
 3 were deficient and that she was in default
 4 because of the one missed payment.
 5 THE MASTER-IN-EQUITY: Let me make sure I'm correct,
 6 now. This was a regular payment --
 7 MR. SPRINGER: Yes, sir.
 8 THE MASTER-IN-EQUITY: -- they said she missed and
 9 not a payment under a forbearance agreement.
 10 MR. SPRINGER: No, sir. No, sir.
 11 THE MASTER-IN-EQUITY: Okay. Continue on.
 12 MR. SPRINGER: This is from the beginning.
 13 THE MASTER-IN-EQUITY: I got you.
 14 MR. SPRINGER: Okay. The payment was approximately
 15 \$746 a month. We were only talking about one
 16 missed payment. As I said, they stated that
 17 the missed payment was November of 2008 and
 18 that all further payments that were received
 19 were deficient therecause (sic) unless Springer
 20 and -- and my myself, in turn, went to the
 21 bank, Bank HSBC. We retrieved copy of the --
 22 THE MASTER-IN-EQUITY: You went with her?
 23 MR. SPRINGER: Yes, I went with her.
 24 THE MASTER-IN-EQUITY: Okay.
 25 MR. SPRINGER: We received a copy of the canceled

1 THE MASTER-IN-EQUITY: For one payment?
 2 MR. SPRINGER: For one payment, sir.
 3 THE MASTER-IN-EQUITY: Okay.
 4 MR. SPRINGER: For an entire year. At the end of
 5 that year's agreement, we were told that there
 6 was still outstanding -- outstanding attorney
 7 fees in connection with the missed payment.
 8 THE MASTER-IN-EQUITY: All right.
 9 MR. SPRINGER: Okay? At that particular point, we
 10 suspected foul play. Okay. We told them that
 11 we would accept another forbearance agreement
 12 to absorb the attorney fees, 4,000 dollars'
 13 worth of attorney fees. We executed the second
 14 forbearance agreement.
 15 THE MASTER-IN-EQUITY: You helped her fill out the
 16 paperwork?
 17 MR. SPRINGER: Yes, sir. Yes, sir.
 18 MS. SPRINGER: From day one.
 19 MR. SPRINGER: Yes, sir. And as of June 2011,
 20 that's when the forbearance agreement ended.
 21 Upon speaking to the representative, finance
 22 representative, they said that we had executed
 23 two agreements, no problem, but that there was
 24 still remaining balance of over \$4,000 in
 25 attorney fees. That troubled us because by

1 check showing November's payment. We presented
 2 it to Citibank -- she presented it to them.
 3 They told her that they acknowledged the
 4 receipt of that payment and told her that was
 5 it was a mistake and that the actual missed
 6 payment was August of 2008 at that point.
 7 August of 2008 we weren't able to receive
 8 the -- retrieve the copy of the canceled check.
 9 Reasons why because her niece, Mary Nixon, who
 10 actually lived in the house, paid the mortgage
 11 each month for her out of her checkbook --
 12 THE MASTER-IN-EQUITY: Okay.
 13 MR. SPRINGER: -- that she left with her.
 14 THE MASTER-IN-EQUITY: That's not an unusual setup.
 15 MR. SPRINGER: Exactly.
 16 THE MASTER-IN-EQUITY: Okay.
 17 MR. SPRINGER: So -- so, in turn, being that she
 18 wasn't able to get a copy of the cancelled
 19 check for November of 2008, she entered into a
 20 forbearance agreement with them to take care of
 21 that one payment.
 22 THE MASTER-IN-EQUITY: Uh-huh (affirmatively
 23 responds).
 24 MR. SPRINGER: We paid them \$1500 a month for a
 25 year, for a whole year.

1 then we had sent the bank over \$36,000. In two
 2 years' time, \$15,000 a month; that's \$36,000.
 3 THE MASTER-IN-EQUITY: Fifteen hundred a month.
 4 MR. SPRINGER: Fifteen hundred a month, I'm sorry.
 5 Thank you for the correction, Judge. That's
 6 approximately \$36,000 within two years' time.
 7 Within a year's time, she pays \$9,000 for the
 8 mortgage for the year. So that means that it's
 9 \$18,000 for two years; a remainder of \$18,000
 10 To complete the \$36,000 that the checks verify
 11 in the writ.
 12 At that particular point she stated -- we
 13 stated to them that we would seek counsel. We
 14 would retain counsel --
 15 THE MASTER-IN-EQUITY: Uh-huh (affirmatively
 16 responds).
 17 MR. SPRINGER: -- to review the matter because we
 18 knew that something was wrong. We hired an
 19 attorney called the Green Law Firm to review --
 20 to investigate the situation.
 21 THE MASTER-IN-EQUITY: Where are they located?
 22 MR. SPRINGER: They're located in West Hempstead,
 23 New York.
 24 THE MASTER-IN-EQUITY: All right.
 25 MR. SPRINGER: We didn't know one way or another

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1 whether they could practice here or not. We
 2 knew that we had a legal issue and we needed
 3 legal assistance.
 4 THE MASTER-IN-EQUITY: Uh-huh (affirmatively
 5 responds).
 6 MR. SPRINGER: The attorney told us that he can deal
 7 with the situation, he would seek modification,
 8 as well as seek the remedy as to what actually
 9 took place. And turns out that the attorney
 10 was a rogue attorney. He was recently indicted
 11 for fraud, fraudulent activities. His entire
 12 office is emptied out. It was a big two story,
 13 two-floor office. But in any event --
 14 THE MASTER-IN-EQUITY: When did that happen? When
 15 did you engage him?
 16 MR. SPRINGER: That was August of 2011 --
 17 THE MASTER-IN-EQUITY: All right.
 18 MR. SPRINGER: -- that he was engaged. That was a
 19 month or two after we notified the bank --
 20 THE MASTER-IN-EQUITY: All right.
 21 MR. SPRINGER: -- of our grievance.
 22 We didn't find out from this attorney until
 23 February 6 that there was nothing they could
 24 do, in spite of them having -- their having sat
 25 on the case all the way through.

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1 We received all of the notices from the bank
 2 indicating that the foreclosure was taking
 3 place, et cetera. We received notification at
 4 the house, actual receipt of the petition. We
 5 gave everything to this attorney all the way
 6 through. We received late notice of the actual
 7 hearing. There was approximately three days
 8 after our receipt of notice of the hearing,
 9 which is why we were unable to actually make it
 10 at that time. We informed the attorney of the
 11 hearing.
 12 THE MASTER-IN-EQUITY: The guy in New York?
 13 MR. SPRINGER: Yes, sir, the Green Law Firm. Their
 14 underwriting, whose name was Navin (phonetic),
 15 okay, he told us that it's just an initial
 16 hearing (indicating). It's just an initial
 17 hearing. It's nothing that -- damaging to
 18 Ellen Springer.
 19 To the contrary, it was totally damaging to
 20 Ellen Springer.
 21 THE MASTER-IN-EQUITY: It was probably the
 22 foreclosure hearing.
 23 MR. SPRINGER: Yes, sir.
 24 THE MASTER-IN-EQUITY: Okay.
 25 MR. SPRINGER: It was the foreclosure hearing.

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1 THE MASTER-IN-EQUITY: All rightey.
 2 MR. SPRINGER: Okay. And as it turns out, it was
 3 damaging to Ellen Springer. Upon his
 4 notification that there was nothing they can
 5 do, leaving us in this bad situation, myself
 6 contacted you. I spoke to you on the phone.
 7 You told me Rule 60 was the way if you thought
 8 something was wrong. That was actually me that
 9 spoke to you.
 10 I contacted the bank, notified them of the
 11 error and tried to stop the sale. This was
 12 just prior to the 5th, because I received
 13 notice of the sale the Thursday before the 5th.
 14 There was -- let's see, the 5th was a Monday.
 15 THE MASTER-IN-EQUITY: Okay. Shortly before.
 16 MR. SPRINGER: Shortly before. So there wasn't time
 17 enough to really intervene. Okay. We received
 18 notice from the bank stating that they reviewed
 19 our request late. The sale already took place.
 20 There was nothing that they could do.
 21 From there, we sought to file a motion to seek
 22 assistance from the Court.
 23 THE MASTER-IN-EQUITY: Okay.
 24 MR. SPRINGER: And that's basically what happened.
 25 THE MASTER-IN-EQUITY: That's your chronology of

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1 events.
 2 MR. SPRINGER: Yes, sir.
 3 THE MASTER-IN-EQUITY: Let me just ask you a
 4 couple -- well, do you have any questions,
 5 Mr. Koehler?
 6 MR. KOEHLER: No, sir, not at this time.
 7 THE MASTER-IN-EQUITY: Okay. Ms. Springer, you're
 8 not disputing that you received the summons in
 9 the mail, I gather.
 10 MR. SPRINGER: No.
 11 THE MASTER-IN-EQUITY: Okay. And from what I'm
 12 hearing from the testimony from your son, you
 13 took that to the Green Law Firm, too.
 14 MR. SPRINGER: You have to answer.
 15 MS. SPRINGER: Yes.
 16 THE MASTER-IN-EQUITY: All right. Okay.
 17 Okay. All right. Any questions based upon the
 18 ones that I asked?
 19 MR. KOEHLER: No, sir.
 20 THE MASTER-IN-EQUITY: Okay. All right. Now I'm
 21 going to switch over now, just like I told you
 22 before we went on the record for your motion.
 23 Mr. Koehler, I'll be glad to hear from you now.
 24 MR. KOEHLER: Thank you, Your Honor. As the Court
 25 mentioned earlier, this is more or less a Rule

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1 60 motion.
 2 THE MASTER-IN-EQUITY: Seems like it to me.
 3 MR. KOEHLER: If we're going to treat it that way,
 4 that's fine. They essentially need to show
 5 excusable neglect and the meritorious defense.
 6 It seems like they've talked -- or the
 7 testimony has been generally aimed at those two
 8 things.
 9 As far as the meritorious defense, both in the
 10 motion and in the testimony the Court heard,
 11 the default has been admitted. The default on
 12 the -- there seems to be argument about how
 13 much of the default, but that's been admitted
 14 and that's already been decided. That's the
 15 only meritorious defense that I have heard or
 16 seen in the judgment -- or in the motion,
 17 excuse me.
 18 And they've also said that their excusable
 19 neglect or their neglect should be excusable,
 20 essentially, based on the advice they received
 21 from someone they retained up there.
 22 THE MASTER-IN-EQUITY: That's what I thought I
 23 heard --
 24 MR. KOEHLER: That's what I thought I heard.
 25 THE MASTER-IN-EQUITY: -- is that Ms. Springer

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1 relied on the Green Law Firm --
 2 MR. KOEHLER: Yes, sir.
 3 THE MASTER-IN-EQUITY: -- for legal advice in
 4 placing this matter into their hands to take
 5 care of.
 6 MR. KOEHLER: Assuming, which would be an
 7 assumption, that the Green Law Firm did, in
 8 fact, not perform as they should have or as the
 9 Defendant contracted with them to, that's a
 10 claim against the Green Law Firm that can be
 11 settled outside of this. That's not a claim
 12 and there's been no allegation as a claim
 13 against the Plaintiff.
 14 There is case law in South Carolina that
 15 specifically talks to Rule 60(B) and an
 16 attorney's negligence. So even if we assume
 17 negligence, that's imputed to the litigant and
 18 it's not excusable neglect under Rule 60(B).
 19 The case that Ms. -- Mitchell Supply versus
 20 Gaffney. It's a 1988 Court of Appeals case,
 21 297 S.C. 160. "General rules and neglect of
 22 attorney is the neglect of client and no
 23 mistake, inadvertence or neglect attributable
 24 to an attorney can successfully be used as
 25 grounds for relief. The acts and omissions of

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1 the attorney in such cases are those of the
 2 client."
 3 That's a --
 4 THE MASTER-IN-EQUITY: So the Supreme Court has said
 5 if you leave it in the hands of an expert, you
 6 can't say they're careless and it's excusable
 7 because they're an expert.
 8 MR. KOEHLER: Yes, sir, the Court of Appeals.
 9 THE MASTER-IN-EQUITY: All right. Continue on,
 10 Mr. Koehler.
 11 MR. KOEHLER: Thank you, Your Honor.
 12 So we don't see meritorious defenses. We don't
 13 have excusable neglect. And this would cause
 14 tremendous prejudice to Plaintiff if we were to
 15 undue the sale, undue the judgment, and go back
 16 and relitigate this case which is a default
 17 case. There was a default both in the
 18 underlying loan and default by the Defendants
 19 in the case itself.
 20 THE MASTER-IN-EQUITY: Okay. Does that cover your
 21 position on behalf of the bank?
 22 MR. KOEHLER: Yes, sir, it does. It does.
 23 THE MASTER-IN-EQUITY: All right. Now,
 24 Ms. Springer, remember what I said. After the
 25 bank gives their position, I give you a chance

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1 to respond to the bank's position.
 2 MS. SPRINGER: Can my son speak on my behalf?
 3 THE MASTER-IN-EQUITY: Yes.
 4 MR. KOEHLER: Objection.
 5 THE MASTER-IN-EQUITY: Take it under advisement.
 6 MR. SPRINGER: Thank you, sir.
 7 First of all, I'd like to just clarify the
 8 facts. We're not admitting to a default
 9 pertaining to June 11th --
 10 THE MASTER-IN-EQUITY: I think he's talking more
 11 about the default of the summons that was
 12 served on you.
 13 MR. SPRINGER: That's for June 11th of -- June of
 14 2011. We're not admitting to that default.
 15 THE MASTER-IN-EQUITY: No, I think we're talking
 16 about the pleadings themselves. They were
 17 filed in November of 2011 and the summons
 18 provides that you had 30 days to respond in
 19 writing; otherwise, it would be deemed that
 20 everything in the complaint is admitted. I
 21 think that's the default we're talking about.
 22 The allegation in the complaint is that
 23 Ms. Springer defaulted on her loan, on her
 24 note. But continue on.
 25 MR. SPRINGER: Okay. That's what I wanted to

1 clarify.
 2 THE MASTER-IN-EQUITY: Okay.
 3 MR. SPRINGER: But the Court seems to have a good
 4 grasp on that.
 5 THE MASTER-IN-EQUITY: Well, focus on that, though.
 6 MR. SPRINGER: Sure.
 7 THE MASTER-IN-EQUITY: Focus on what he presented to
 8 me and see if you can have any response to
 9 that, because that's what I need to hear.
 10 MR. SPRINGER: Okay. Well, what the attorney I
 11 believe is stating is that being that we hired
 12 the attorney, if the attorney sits on the case
 13 and doesn't perform as he's supposed to
 14 according to Strickland versus Washington,
 15 which states that the attorneys are --
 16 representation is supposed to be of an
 17 objectable (sic) standard. It's not supposed
 18 to fall below an objectable standard.
 19 In this situation, the attorney's
 20 representation fell below an objective standard
 21 and it damaged the Defendant in this situation.
 22 The Defendant is not a practicing attorney.
 23 She does not know the law. She gave everything
 24 to the attorney. You know, if there's a
 25 Supreme Court decision that says that what the

1 MR. KOEHLER: Yes, sir. We stand on our argument.
 2 THE MASTER-IN-EQUITY: All right. Okay.
 3 Mr. Koehler, I want you to draw me an order.
 4 I'm going to deny the Defendant's motion on the
 5 following reasons. Number one, I cannot
 6 determine whether there is an excusable defense
 7 based upon the testimony presented today.
 8 That doesn't prevent you from making a claim
 9 against the lawyer, if you want.
 10 Number two, based upon the case law -- please
 11 recite the case.
 12 MR. KOEHLER: Yes, sir.
 13 THE MASTER-IN-EQUITY: -- there is -- even assuming
 14 arguendo that the attorney that Ms. Springer
 15 placed this matter with was licensed to
 16 practice law in the State of South Carolina, he
 17 shirked his duties to her and I can't hold the
 18 bank responsible for that. And those neglects
 19 are imputed to her, to Ms. Springer, and they
 20 can't raise to the level of excusable neglect
 21 because neglect of an attorney to meet a
 22 deadline is always inexcusable, per se. It's
 23 the thing most lawyers dread: missing a
 24 deadline, missing the statute of limitations,
 25 failing to file a pleading when it's required

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1 attorney -- if the attorney is neglectful in
 2 representing the defendant that the defendant
 3 is the loser, we're unaware of that.
 4 THE MASTER-IN-EQUITY: Okay.
 5 MR. SPRINGER: We're totally unaware of that. We're
 6 just here -- simply here because we have done
 7 the right thing in trying to pay a loan and
 8 it's falling into a bad situation and we're
 9 trying to correct it.
 10 We've given them moneys, over \$36,000, which
 11 makes the loan paid off up until 2013, based on
 12 the \$746 payment per month. So there's no
 13 injury in that respect. *→ No injury established*
 14 THE MASTER-IN-EQUITY: I understand that's what your
 15 claim is. I do understand that.
 16 MR. SPRINGER: Yes, sir.
 17 THE MASTER-IN-EQUITY: Okay. Anything else you want
 18 to tell me?
 19 MR. SPRINGER: Not at this moment, sir.
 20 THE MASTER-IN-EQUITY: Okay. Anything further on
 21 behalf of the bank, Mr. Koehler?
 22 MR. KOEHLER: Just the same thing that we mentioned
 23 before.
 24 THE MASTER-IN-EQUITY: You don't need to mention it
 25 again.

1 in a timely manner.
 2 Lawyers operate under dread of failing to do
 3 that. And when they fail to do that, they have
 4 to suffer the consequences. And if it's on
 5 behalf of a client, the client suffers those
 6 consequences. *→ client suffers*
 7 Also, a Rule 60 motion needs to be timely. And
 8 the further out it gets from the default on the
 9 summons, the more prejudicial it becomes and
 10 the higher the burden is placed upon the moving
 11 party to convince the Court that the nonmoving
 12 party will suffer no prejudice. *→ Non moving party*
 13 I regularly hear motions asking -- I heard one
 14 in your -- with your firm not too long ago
 15 where the defendant did not file an answer in
 16 a timely fashion. *→ was on eleven hands*
 17 Your firm on behalf of the bank filed an
 18 affidavit of default and request for an order
 19 of reference and they filed asking to let them
 20 file a late answer. And I let them file a late
 21 answer. There hadn't been a merits hearing
 22 yet. *→ Non moving party*
 23 This matter has not only been a merits hearing,
 24 but there's been a sale and a deed signed. So
 25 the prejudice would be extreme under those

client suffers
Not so
of
strict
law
Non moving party
was on eleven hands
Non moving party

1 circumstances and that's my ruling. I want you
 2 to prepare me an order to that effect, forward
 3 it to Ms. Springer at the same time that you
 4 forward it to me.
 5 MR. KOEHLER: One question.
 6 THE MASTER-IN-EQUITY: Yes.
 7 MR. KOEHLER: Would you prefer it by mail, email,
 8 how ...
 9 THE MASTER-IN-EQUITY: Mail. Regular mail is fine.
 10 MR. KOEHLER: Can we ask her what address she'd like
 11 it sent to?
 12 THE MASTER-IN-EQUITY: The Jamaica address, 14721
 13 109th Avenue?
 14 MR. SPRINGER: Yes, sir. 147 --
 15 THE MASTER-IN-EQUITY: Jamaica, New York?
 16 MR. SPRINGER: 147 --
 17 MR. KOEHLER: 147?
 18 MR. SPRINGER: Yes -- dash 21, 109th Avenue,
 19 Jamaica, New York.
 20 THE MASTER-IN-EQUITY: Include in this order that
 21 the Writ of Assistance shall remain in full
 22 force. I'm going to give the Defendant a
 23 little extra time to vacate the premises,
 24 because the time's already passed on that.
 25 Fifteen days from the date of the signature on

1 MR. KOEHLER: And the order would have been \$57,800.
 2 THE MASTER-IN-EQUITY: And the bank was the
 3 successful bidder. I'm going to -- I'll make
 4 an appeal bond of half of the judgment amount
 5 to appeal --
 6 MR. KOEHLER: Thank you, Your Honor.
 7 THE MASTER-IN-EQUITY: -- by proper surety. Include
 8 that in the order, in the event of an appeal.
 9 MR. SPRINGER: Okay. Which figure is exactly what?
 10 THE MASTER-IN-EQUITY: Well, it's 57 -- 27 from 57
 11 would be --
 12 MR. SPRINGER: Okay. I can divide it.
 13 THE MASTER-IN-EQUITY: \$28,500 appeal bond. Post
 14 that with the clerk of court if you're going to
 15 appeal.
 16 MR. SPRINGER: Yes, sir.
 17 THE MASTER-IN-EQUITY: Okay. Otherwise an appeal
 18 would not stop the proceedings.
 19 MR. SPRINGER: Right. Exactly. I understand.
 20 THE MASTER-IN-EQUITY: Without a bond it doesn't
 21 stop it.
 22 MR. SPRINGER: I understand.
 23 THE MASTER-IN-EQUITY: Okay? And I'm going to go
 24 ahead and hold off on the 30 days from the date
 25 of the Writ of Assistance. I think that would

1 the order. So as soon as you get it to me, it
 2 will be 15 days from that date.
 3 MR. KOEHLER: Yes, sir.
 4 THE MASTER-IN-EQUITY: Okay.
 5 MR. KOEHLER: I'll take care of it.
 6 THE MASTER-IN-EQUITY: Thank you.
 7 MR. KOEHLER: Thank you, Your Honor.
 8 THE MASTER-IN-EQUITY: All right. We'll be
 9 adjourned.
 10 (Off the Record)
 11 THE MASTER-IN-EQUITY: All right. I'm going to set
 12 an appeal bond in case the Defendant wants to
 13 appeal, because I don't want to get a writ of
 14 supersedeas from the Supreme Court over this,
 15 which has happened once before to me, so I'm
 16 going to set a bond. I'm going to set an
 17 appeal bond -- tell me what the amount of the
 18 judgment was, Mr. Koehler. *Amount of Judge*
 19 MR. KOEHLER: That's what I was looking for, if *writ*
 20 you'll give me just a second.
 21 THE MASTER-IN-EQUITY: I've got -- I've got this
 22 right here. Hold on. Let's see.
 23 MR. KOEHLER: I've got it. I found it, Judge.
 24 THE MASTER-IN-EQUITY: Uh-huh (affirmatively
 25 responds). Should be in the order, too.

1 be more appropriate.
 2 MR. KOEHLER: Yes, sir. Thank you.
 3 THE MASTER-IN-EQUITY: Thirty days to appeal.
 4 MR. SPRINGER: I understand.
 5 THE MASTER-IN-EQUITY: So if you get the appeal done
 6 and you post a bond, then the writ will be
 7 stopped while your appeal is pending.
 8 MR. SPRINGER: Yes, sir.
 9 THE MASTER-IN-EQUITY: Okay?
 10 MR. SPRINGER: Yes, sir.
 11 THE MASTER-IN-EQUITY: If not, when the appeal
 12 period runs out, then the writ will be
 13 enforced --
 14 MR. SPRINGER: Understood.
 15 THE MASTER-IN-EQUITY: -- and the sheriff will be
 16 knocking on the door of whoever's in there.
 17 MR. SPRINGER: Understood.
 18 THE MASTER-IN-EQUITY: Okay?
 19 MR. SPRINGER: Understood.
 20 THE MASTER-IN-EQUITY: All right. We'll be
 21 adjourned.
 22 MR. SPRINGER: Okay. Maybe just for the record, I'd
 23 just like to voice my objection to your
 24 decision.
 25 THE MASTER-IN-EQUITY: Well, you don't even have to.

writes supersedeas

Amount of Judge writ

1 MR. SPRINGER: Just for the record.
2 THE MASTER-IN-EQUITY: It's understood that you're --
3 that Ms. Springer objects to my ruling and I
4 understand it.
5 MR. SPRINGER: Yes, sir.
6 THE MASTER-IN-EQUITY: And she just took it down.
7 MR. SPRINGER: Yes, sir. Thank you, sir. And thank
8 you for your time.
9 THE MASTER-IN-EQUITY: Yes, sir.
10 Best of luck to you, ma'am.
11 (The hearing concluded at 10:55 a.m.)

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EXHIBIT-D



LOCK OUT /SET OUT ORDER SCHEDULED

September 12, 2012

TO: Ellen R. Springer
Peggy S. Charles f/k/a Peggy S. Roberts
18 Arlington Drive
Lugoff, SC 29078

Re: Case 11-CP-28-0981
Order Denying Defendant's Motion for an emergency order to show cause
and injunctive relief from sale

On TUESDAY, SEPTEMBER 25, 2012 AT 9:00, lock out /set out order will be enforced.

If you do not have your belongings moved out, they will be set out to the roadside and/or the locks on the apartment will be changed.

Cpl. Chris Phillips
Kershaw County Sheriff's Department
Civil Division
821 Ridgeway Road, Lugoff, SC 29078
803-424-4030

EXHIBIT-E

Re: CitiMortgage v. Ellen Springer, 11-CP-28-0981; RTT File: 011654-05691 FOR RECORD

Dear Judge Tzerman,
Please see attached letter from Robert Davis. Thank you.
Kathy

2012 SEP 11 AM 8:22

JOYCE McLEOD
CLERK OF COURT
KERSHAW COUNTY, S.C.

[Description: rtt-law.com] <<http://www.rtt-law.com>>

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September 4, 2012

The Honorable Jeffrey M. Tzerman
P. O. Box 1317
Camden, SC 29020

Re: CitiMortgage, Inc. vs. Ellen Springer
Case No. 11-CP-28-0981; Kershaw County
Our File No. 011654-05691

Dear Judge Tzerman:

I have received a copy of the Emergency Motion for Equitable Estoppel, etc. filed by Ellen Springer. This appears to be an attempt to re-argue Ms. Springer's previous motion, which has already been ruled on by the Court. Please instruct us how you would like to handle this. I am happy to prepare a short order denying for the same reasons as the previous motion, if you see fit. Thank you.

Sincerely yours,

Robert P. Davis
Attorney for Plaintiff

DSS/kh

cc: Ellen Springer ✓
147-21 109 Avenue
Jamaica, NY 11435