

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM ANDERSON COUNTY
Court of Common Pleas

Ellis B. Drew, Jr., Master-in-Equity

Appellant Court Case Number No. 2016-000582

Lower Court Case No. 2011-CP-04-3316

Deutsche Bank National Trust Company as
Indenture Trustee for MortgageIT Trust 2004-1

Respondent,

v.

Joseph F. DeBoskey

Appellant.

APPELLANT'S MOTION TO REINSTATE APPEAL

Dated this 7th day of April, 2016

Respectfully submitted,



Joseph F. DeBoskey, Pro-se
115 Caribou Cove
Anderson, SC 29621
(864) 221-9057
Dawn810@bellsouth.net

RECEIVED

APR 08 2016

SC Court of Appeals

79200

SUMMARY OF THE CASE

Appellant, Joseph F. DeBoskey, in proper person, and representing himself *Pro-se* in this matter, hereby submits this memorandum in support of his Motion to Reinstate this Appeal. In support of this Motion the Appellant states the following:

- 1) A summary judgement for foreclosure was rendered on 9/17/2012 (see exhibit 1 attached hereto).
- 2) Subsequent to the rendering of such, the lower Court case was stayed pending compliance with the United States Treasury Hardest Hit Fund. This program requires the Plaintiff to provide certain information in compliance with Federal guidelines (see exhibit 2 attached hereto).
- 3) To this day, the Plaintiff has not provided this information and, therefore, is not in compliance with Federal Guidelines.
- 4) Subsequent to the entry of final judgement, opposing counsel set and held an ex-parte supplemental hearing on July 6, 2015.
- 5) Appellant filed a Motion for recusal on or about August 6, 2015.
- 6) On or about February 9, 2016, the Honorable Ellis B. Drew, the Master in Equity of Anderson County rendered an order of Recusal (see exhibit 3 attached hereto).
- 7) Based on the recusal, the Clerk of Court of Anderson County issued an Order of Reference on or about February 23, 2016 (see exhibit 4 attached hereto).

8) The Appellant filed this instant Appeal of the aforementioned Order of Reference on 3/18/2016.

9) The Clerk of this Court issued an Order of Dismissal on 3/28/2016 (see exhibit 5 attached hereto).

ARGUMENT

This Court cited N.C. Fed S&L Assoc. v. Twin States Dev. Corp., 298 S.C. 480, 347 S.E. 2d 97 (1986) as a basis for dismissing this instant case (holding an order of reference in a mortgage foreclosure case is not subject to an immediate appeal). Further, N.C. Fed S&L Assoc. is a case involving an appeal of an order of reference *prior* to the rendering of a final judgment and stated the following:

“The provisions of section 14-3-330 . . . have been narrowly construed, and the immediate appeal of orders issued *before or during trial* generally has not been permitted.”

Emphasis added: *before or during trial*..

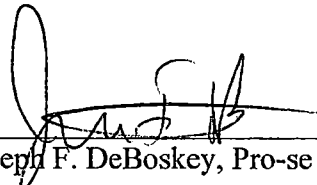
However, in this instant Appeal, a Final Judgment of Foreclosure was rendered on September 17, 2012. The reasoning in N.C. Fed S&L restricts the filing of an appeal of an order of reference before or during trial, but is silent, and is suggestive, an appeal of order of reference upon completion of trial, or in this instant case, *post judgment*, is an appealable order.

In summary, the Order of Reference at issue here results from an Order of Recusal of the Master in Equity of Anderson County South Carolina *post judgment* and therefore, is not subject to the opinion and reasoning in N.C. Fed S&L Assoc. v. Twin States Dev. Corp.

CONCLUSION

As a result of the facts outlined herein, this appeal should be reinstated as it is an appeal of a *post judgment* order of reference. This case should be heard and decided on the merits and the appeal allowed to move forward.

Dated this 7th day of April, 2016



Joseph F. DeBoskey, Pro-se
115 Caribou Cove
Anderson, SC 29621
(864) 221-9057
Dawn810@bellsouth.net

F37354
STATE OF SOUTH CAROLINA
COUNTY OF ANDERSON

Deutsche Bank National Trust Company as
Indenture Trustee for Mortgage Trust
2004-1,

PLAINTIFF,

vs.

Joseph F. Deboskey; and SunTrust Bank,

DEFENDANT(S).

IN THE COURT OF COMMON PLEAS
C/A NO: 11-CP-04-3316

ORDER AND JUDGMENT OF
FORECLOSURE AND SALE
(DEFICIENCY WAIVED)

SEP 17 2012

TO: Thomas A. Shook
Susan S. White
Joseph T. Merli
Andrew M. Wilson
Elizabeth S. Moore
FINKEL LAW FIRM LLC
Attorneys for the Plaintiff

Pursuant to Rule 53 SCRPC, the above-entitled matter was referred. Any appeal from any order or judgment issued by the master or special referee shall be to the Supreme Court or the Court of Appeals as provided by the South Carolina Appellate Court Rules.

Pursuant to the said Order of Reference, a hearing was held and was attended by counsel. The testimony was taken, which is reported herewith. From the testimony and evidence, I find, conclude and order as follows:

FINDINGS OF FACT AND CONCLUSIONS OF LAW

1. Based upon the Certification of Mortgagee Compliance filed herein, the provisions of the Administrative Order issued by the Chief Justice of the Supreme Court of South Carolina on May 2, 2011, Order 2011-05-02-01, do not apply to the within foreclosure action.
2. The Lis Pendens was filed on November 10, 2011.
3. The Summons and Complaint were filed on November 10, 2011.
4. Service was made upon the Defendant(s) named in this Report as is shown by the proof(s) of service filed herein.
5. The Defendant(s) Joseph F. Deboskey and SunTrust Bank are in default as shown by Affidavit(s) on file herein.

Exhibit 1

6. All of the defendants herein and/or all attorneys of record were notified of the time, date and place of the hearing in this matter.

7. According to the Affidavit filed herein, the Defendant Joseph F. Deboskey is not in the Military Service of the United States of America, as contemplated under the Servicemembers Civil Relief Act (2003), and any amendments thereto.

8. For value received, Joseph F. Deboskey made, executed and delivered a Note dated February 26, 2004, promising thereby to pay to the order of Mortgageit, Inc., the sum of \$223,200.00, with interest at an adjustable rate pursuant to the terms of the Note. Other terms and conditions are stated in the Note, which is of record herein.

9. To better secure the payment of the Note described above, the said Joseph F. Deboskey made, executed and delivered to Mortgage Electronic Registration Systems, Inc., as nominee for Mortgageit, Inc., a Mortgage in writing, dated February 26, 2004, covering real property in Anderson County, which is the same as that described in the Complaint. The Mortgage was filed on February 27, 2004, and is of record in the Office of the Register of Deeds for Anderson County in Book 6011 at Page 303.

10. This Mortgage constitutes a first mortgage lien on the subject property and is a Purchase Money Mortgage.

11. By Assignment of Mortgage dated August 25, 2011, and recorded September 15, 2011, in Book 10153 at Page 305, in the Office of the Register of Deeds for Anderson County, Mortgage Electronic Registration Systems, Inc., as nominee for Mortgageit, Inc. assigned the subject Note and Mortgage to Deutsche Bank National Trust Company as Indenture Trustee for MortgageIT Trust 2004-1, the present lienholder and Plaintiff herein.

12. Pursuant to the Administrative Order of the Chief Justice, 2009-05-22-01, the loan that is subject of this action may be eligible for participation in the Home Affordable Modification Program (HMP). However, that process has been completed without resulting in modification under the HMP due to no response from borrower.

13. The titleholder(s) of record in and to the subject property as of the filing of the Lis Pendens in this action is Joseph F. Deboskey.

14. Payment due on the Note has not been made as provided for therein, and Plaintiff, as the holder thereof, has elected to require immediate payment of the entire amount due thereon and has placed the Note and Mortgage in the hands of an attorney for collection.

15. Counsel for Plaintiff filed an affidavit as to attorney's fees and costs in this case, which was not contested, and, therefore, I find as fact herein. Having considered the nature, extent and difficulty of the services rendered, the time involved in reviewing the various documents, performing the title

search, preparing the pleadings, attending hearings and argument, the professional standing of counsel, the fee customarily charged for similar services, and the beneficial results obtained for Plaintiff, I find that the sum of \$2,050.00 is a reasonable fee to allow under the terms of the Note and Mortgage as attorney's fees for Plaintiff's attorney for services performed and anticipated to be performed until final adjudication of the action. The plaintiff has advanced \$785.00 to its counsel as partial payment of the attorney's fee, and this amount is included in the corporate advances.

16. The amount due and owing on the Note, with interest at the rate provided in the Note, and other costs and expenses of collection, including an attorney's fee, secured by Note and Mortgage, is as follows:

Principal due as of May 1, 2011	\$191,605.52
Interest from April 1, 2011 through September 17, 2012 at 3.0%	8,840.58
Escrow adjustments (debits and credits)	1,590.54
Property Inspection	163.75
BPO or Appraisals	83.00
Corporate Advance	1,806.66
Late charges	181.58
Costs of collection prior to hearing	185.00
Attorney Fees (awarded but unpaid)	1,265.00
TOTAL DEBT secured by Note and Mortgage, including interest to date shown	\$205,536.63

Interest for the period from September 17, 2012 as shown above at the stated rate of 3.0% shall be added to the Principal Balance shown above through the date this Judgment is filed. After the date of judgment, interest at the rate of 3.0% on the total judgment debt should be added to such judgment debt to comprise the amount of Plaintiff's debt secured by the Mortgage.

17. Plaintiff does not demand a deficiency judgment in the event the sale of the real estate herein does not yield a sum sufficient to satisfy all indebtedness due unto Plaintiff, including costs and Attorney's fees.

18 SunTrust Bank claim(s), or may claim a lien upon or interest in the subject property by virtue of a mortgage from Joe Deboskey a/k/a Joseph F. Deboskey, dated December 6, 2005 and recorded December 13, 2005 in Book 7107 at Page 13, in the amount of \$81,500.00.

The interest or lien of the above Defendant, if any, is junior and subordinate to the plaintiff's purchase money mortgage.

IT IS THEREFORE ORDERED:

1. There is due to Plaintiff on the obligation and Mortgage set forth in the Complaint the sum of \$205,536.63, representing the "Total Debt" due Plaintiff as set forth in the Findings of Fact, *supra*, together with interest at the rate provided therein from the date aforesaid to the date hereof.
2. The amount due in the preceding paragraph (the "Total Debt" as set forth in the Findings of Fact, *supra*, and later accrued interest) shall constitute the total judgment debt due the Plaintiff and shall bear interest hereafter at the rate of 3.0%.
3. The Defendant(s) liable for the aforesaid Mortgage debt shall, on or before the date of sale of the property hereinafter described, pay to Plaintiff, or Plaintiff's attorney, the amount of Plaintiff's debt as aforesaid, together with the costs and disbursements of this action. If such debt is paid in full, then the foreclosure sale shall be cancelled.
4. On default of payment at or before the time herein indicated, the mortgaged premises described in the Complaint, as hereinafter set forth, shall be sold by the Master in Equity, or his agent ~~under the direction of the Master in Equity, at public auction, at the Anderson County Courthouse, Anderson, South Carolina, on some convenient sales day hereafter (and should the regular day of judicial sales fall on a legal holiday, then and in such event, the sales day shall be on Tuesday next succeeding such holiday), on the following terms, that is to say:~~
 - A. **FOR CASH:** The Master in Equity will require a deposit of 5% on the amount of the bid (in cash or equivalent), same to be applied on the purchase price only upon compliance with the bid, but in case of non-compliance within 20 days, the deposit may be forfeited without further hearing and applied to the costs and Plaintiff's debt.
 - B. Interest on the balance of the bid shall be paid to the day of compliance at the rate of 3.0%.
 - C. The sale shall be subject to taxes and assessments, existing easements and easements and restrictions of record.
 - D. This Mortgage constitutes a first priority lien on the subject property and is a Purchase Money Mortgage.
 - E. Purchaser to pay for deed preparation and costs of recording the Deed, and transfer taxes.
5. If Plaintiff be the successful bidder at the said sale, for a sum not exceeding the amount of costs, disbursements and expenses and the indebtedness of Plaintiff in full, Plaintiff may pay to the Master in Equity only the amount of the costs, disbursements and expenses crediting the balance of the bid on Plaintiff's indebtedness.

6. The Master in Equity will, by advertisement according to law, give notice of the time, date, place of sale, and the terms thereof, which Notice of Sale is incorporated herein by reference; and will execute to the Purchaser, or Purchasers, a deed to the premises sold. Plaintiff, or any other party to this action, may become a purchaser at such sale, and that if, upon such sale being made, the Purchaser, or Purchasers, should fail to comply with the terms thereof within 20 days after date of sale, then the Master in Equity may advertise the said premises for sale on the next, or some other subsequent sales day, at the risk of the highest bidder, and so from time to time thereafter until a full compliance shall be secured.

7. Should Plaintiff, Plaintiff's attorney, or Plaintiff's agent fail to appear on the day of sale, the property shall not be sold, and in that event any such sale shall be null and void and of no force and effect. The property shall be re-advertised and sold at some convenient sales day thereafter when Plaintiff, Plaintiff's attorney, or Plaintiff's agent is present.

8. That the Master in Equity will apply the proceeds of the sale as follows:

FIRST: To payment of the amount of the costs and expenses of this action, including any Guardian Ad Litem fee or fees of attorneys appointed under Order of Court.

NEXT: To the payment of Plaintiff, or Plaintiff's attorney, of the amount of Plaintiff's debt and interest, so much thereof as the purchase money will pay on the same.

NEXT: Any surplus funds will be held pending further order of the Court.

9. **IT IS FURTHER ORDERED** that in the event the successful bidder is other than the Defendant(s) in possession herein, upon full compliance with the bid, and upon issuance of a Writ of Assistance by this Court, the Sheriff of Anderson County is ordered and directed to eject and remove from the premises the occupant(s) of the property sold, together with all personal property located thereon, and put the successful bidder or his assigns in full, quiet and peaceable possession of said premises without delay, and to keep said successful bidder or his assigns in such peaceable possession.

10. **IT IS FURTHER ORDERED** that, in the event the successful bidder is other than the Defendant(s) in possession herein and the occupant(s) have voluntarily vacated the premises or have been ejected from the premises leaving furnishings, fixtures and items not subject to Plaintiff's Mortgage in said premises, upon full compliance with the bid, Purchaser is authorized to remove therefrom all furnishings, fixtures and items not subject to the lien of Plaintiff's mortgage, which personal property, being deemed abandoned, shall be removed by Purchaser or its agents from the subject property by placing said personal property on the public street or highway or by any other means.

11. **IT IS FURTHER ORDERED** that, in addition to all parties deemed by law to have received constructive notice of the action herein, the Defendant(s) named herein and all persons whomsoever claiming under said defendant(s), be forever barred and foreclosed of all right, title, interest and equity of redemption in the said mortgaged premises so sold, or any part thereof.

12. **IT IS FURTHER ORDERED** that the Deed of conveyances made pursuant to said sale shall contain the names of only the first named Plaintiff and the first named Defendant and the Defendant(s) who was/were the titleholder(s) of the mortgaged property at the time of filing of the notice of pendency of the within action, and the name of the grantee, and the Register of Deeds is authorized to omit from the indices pertaining to such conveyance the names of all parties not contained in said Deed.

13. **IT IS FURTHER ORDERED** that the Master in Equity will retain jurisdiction to do all necessary acts incident to this foreclosure including, but not limited to, issuing a Writ of Assistance and hearing any issues involving appraisal proceedings under Section 29-3-680 *et seq.*, South Carolina Code of Laws (1976), as amended.

14. Plaintiff does not warrant its title search to purchasers at foreclosure sale or other third parties, who should have their own title search performed on the subject property.

15. The Master in Equity shall direct the Register of Deeds to release of record the Mortgage lien being foreclosed, all subordinate liens and all prior liens ordered satisfied herein, after the Order Confirming Sale and Disbursements has been executed and filed. Plaintiff's Mortgage lien is described as follows:

That certain Mortgage given by Joseph F. Deboskey to Mortgage Electronic Registration Systems, Inc., as nominee for Mortgageit, Inc. dated February 26, 2004 and recorded in the Office of the Register of Deeds for Anderson County on February 27, 2004 in Book 6011 at Page 303.

16. The following is a description of the premises herein ordered to be sold:

ALL that certain piece, parcel or lot of land situate, lying and being in Centerville Township, Anderson County, South Carolina, said lot of land being designated as Lot No. 7 on that certain plat of Towne Creek Cove made by Farmer & Simpson Engineers, dated September 1, 1977, of record in the Anderson County Register of Deeds in Plat Book 83, Page 298 and having the metes and bounds, courses and distances as upon said plat appear which are incorporated herein by reference and made a part hereof.

ALSO: ALL that certain piece, parcel or lot of land situate, lying and being in Centerville Township, Anderson County, South Carolina, said lot of land fronting on Towne Creek Trail and being designated as Lot No. 8 on plat of Towne Creek Cove said plat made by Fanner & Simpson Engineers, RLS, dated September 1, 1977 of record in the Anderson County Register of Deeds in Plat Book 83, Page 298, and having the metes and bounds, courses and distances as upon said plat appear which are incorporated herein by reference.

ALSO: All that certain piece, parcel or lot of land situate, lying and being in Centerville Township, Anderson County, South Carolina, said

lot of land lying on the Southern side of road leading eastwardly from Towne Creek Trail being shown and designated at Lot No. 9, on that certain plat of Towne Creek Cove made by Farmer & Simpson Engineers dated September 1, 1977, of record in Plat Book 83, Page 298 and having the metes and bounds, courses and distances as upon said plat appear which are incorporated herein by reference and made a part hereof.

TMS Number: 121-20-01-008 (Lots 7 and 8) and 121-20-01-010 (Lot 9)

PROPERTY ADDRESS: 115 Caribou Cove, Anderson, SC

This being the same property conveyed to Joseph F. Deboskey by deed of Steven L. Gross and Shelley A. Gross, dated February 13, 2004 and recorded in the Office of the Register of Deeds for Anderson County on February 27, 2004 in Deed Book 6011 at Page 301.

~~Lot Ellis B. Drew, Jr.~~
Ellis B. Drew, Jr.

Master in Equity for Anderson County

Anderson, South Carolina

Sept 17, 2012

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

JUDGMENT IN A CIVIL CASE

CASE NO. 11 CP-04-3316

Deutsche Bank National Trust Company as
 Indenture Trustee for Mortgage1T Trust 2004-1

Joseph F. Deboskey, et al

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: Bridget D. Swing

Attorney for: Plaintiff Defendant
 or
 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), SCRPC; Rule 41(a), SCRPC (Vol. Nonsuit); Rule 43(k), SCRPC (Settled); Other
- ACTION STRICKEN (CHECK REASON):** Rule 40(j), SCRPC; 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: Telephone Conference with the court and counsel for the Plaintiff and Defendant took place on November 19, 2012. Foreclosure sale date currently set for December 4, 2012 is cancelled and suspended while Defendant awaits final response on his request for assistance from SC Mortgage Corp. No new sale date will be set at this time.

ORDER INFORMATION

This order ends does not end the case.
 Additional Information for the Clerk: *Sale of Sale.*

A TRUE COPY

DEC - 3 2012

Rebecca Key
 CLERK OF COURT

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:

STATE OF SOUTH CAROLINA)

COUNTY OF ANDERSON)

IN THE COURT OF COMMON PLEAS
CA 2011-CP-04-03316

DEUTSCHE BANK NATIONAL)
TRUST COMPANY,)

PLAINTIFF,)

VS)

JOSEPH F DEBOSKEY AND)
SUNTRUST BANK,)

DEFENDANTS.)
_____)

ORDER OF RECUSAL

THE DEFENDANT, JOSEPH F DEBOSKEY HAS FILED A MOTION REQUESTING THAT I
RECUSE MYSELF FROM FURTHER HEARINGS IN THIS CASE.

WHILE I DISAGREE WITH THE ALLEGATIONS SET FORTH IN THE MOTION, I ALSO
UNDERSTAND THAT THIS DEFENDANT IS SELF-REPRESENTED AND HIS MOTION IS ENTITLED TO
CONSIDERATION DUE TO HIS OPINION.

AFTER CONSIDERATION, I HAVE DECIDED TO GRANT HIS MOTION FOR RECUSAL.

THEREFORE, THIS CASE WILL BE TRANSFERRED TO THE CIRCUIT COURT NON-JURY
DOCKET FOR FURTHER PROCEEDINGS.

IT IS SO ORDERED.

/s/ Ellis B. Drew, Jr.

ELLIS B. DREW, JR.
MASTER IN EQUITY

Anderson, SC
February 9, 2016

MOTION FEE PAID

TEB

STATE OF SOUTH CAROLINA

COUNTY OF ANDERSON

Deutsche Bank National Trust Company as Indenture Trustee for Mortgage Trust 2004-1,

PLAINTIFF,

vs.

Joseph F. Deboskey; and SunTrust Bank,

DEFENDANTS.

IN THE COURT OF COMMON PLEAS

C/A NO: 2011-CP-04-3316

(NON-JURY MORTGAGE FORECLOSURE)

ORDER OF REFERENCE

The within action being for foreclosure of a mortgage, upon motion of Plaintiff's counsel, and based upon the recusal of the Honorable Ellis B. Drew, Jr., Master in Equity, by Order entered on February 9, 2016, it is

ORDERED that this case is referred, pursuant to Rule 53 SCRCP, to the Honorable Charles B. Simmons, Jr., as Special Referee, who shall exercise all power and authority which a Circuit Judge sitting without a jury would have, including but not limited to, making findings of fact and conclusions of law; directing entry of final judgment; hearing any issues, including motions, after sale or judgment; issuing any and all orders, supplemental orders, and writs of assistance, and hearing any issues involving possession and/or removal of property and appraisal proceedings under Section 29-3-360, et seq. of the South Carolina Code, with any appeal from the final judgment being to the Supreme Court or the Court of Appeals as provided by the South Carolina Appellate Court Rules. Any judicial sale of the property subject of this action may be held on a day other than the regular judicial sale day.

IT IS SO ORDERED.

Judge/Clerk of Court

Anderson, South Carolina

February 23, 2016

WE SO MOVE:

FINKEL LAW FIRM LLC

Magalie A. Creech (S.C. Bar 78855)

Post Office Box 41489

Charleston, SC 29423

Main: (843) 577-5460

Attorneys for Plaintiff

A TRUE COPY
FEB 26 2016
ANDERSON CLERK OF COURT

FILED-CLERK'S OFFICE
ANDERSON SC
2016 FEB 23 PM 3:18
COMMON PLEAS AND
GENERAL SESSIONS

The South Carolina Court of Appeals

Deutsche Bank National Trust Company as Indenture
Trustee for MortgageIT Trust 2004-1, Respondent,

v.

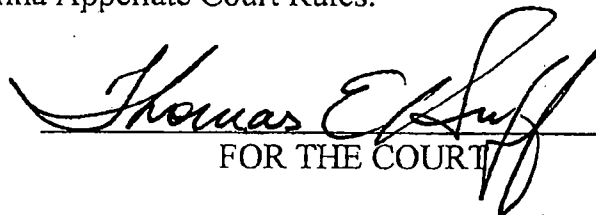
Joseph F. Deboskey; and SunTrust Bank, Defendants,

Of whom, Joseph F. Deboskey is the Appellant.

Appellate Case No. 2016-000582

ORDER

This appeal is from an order of reference in a non-jury mortgage foreclosure action. Accordingly, the appeal is dismissed because it is not immediately appealable. *See N.C. Fed. S&L Assoc. v. Twin States Dev. Corp.*, 298 S.C. 480, 347 S.E.2d 97 (1986) (holding an order of reference in a mortgage foreclosure case is not subject to immediate appeal). The remittitur will be sent as provided by Rule 221(b) of the South Carolina Appellate Court Rules.

 ACJ.
FOR THE COURT

Columbia, South Carolina

cc:

Joseph F. DeBoskey
Susan S. White, Esquire
Sean A. O'Connor, Esquire
Marshall P. Sherard, Jr., Esquire
Bridget Davis Swing, Esquire

FILED

As 3/28/2016

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM ANDERSON COUNTY
Court of Common Pleas

Ellis B. Drew, Jr., Master-in-Equity

Appellant Court Case Number No. 2016-000582

Lower Court Case No. 2011-CP-04-3316

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APR 08 2016

SC Court of Appeals

Deutsche Bank National Trust Company as
Indenture Trustee for MortgageIT Trust 2004-1

Respondent,

v.

Joseph F. DeBoskey

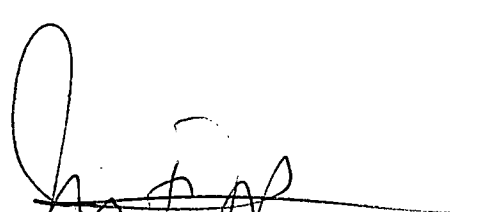
Appellant.

PROOF OF SERVICE

I certify that I served the respondent, Deutsche Bank National Trust Company as Indenture Trustee for MortgageIT Trust 2004-1, this appellant's motion to Motion to Reinstate Appeal by depositing a copy of it in the United States Mail, postage prepaid on April 7, 2016 addressed as below:

Finkel Law Firm
Magalie A. Creech
P.O. Box 71727
North Charleston, SC 29415

Dated this 7th day of April, 2016.


Joseph F. DeBoskey, Pro-se
115 Caribou Cove
Anderson, SC 29621
(864) 221-9057
Dawn810@bellsouth.net

Joseph F. DeBoskey
115 Caribou Cove
Anderson, South Carolina 29621

April 7, 2016

Via: United States Mail (Express Mail)

The Honorable Jenny Abbott Kitchings
Clerk of the Court
South Carolina Court of Appeals
P.O. Box 11629
Columbia, South Carolina 29211

RECEIVED

APR 08 2016

SC Court of Appeals

Re: Appellate Case No. 2016-000582

**Deutsche Bank National Trust Company as Indenture Trustee for
MortgageIT Trust 2004-1 v. Joseph F. DeBoskey and Suntrust Bank.
Case No. 2011-CP-04-3316**

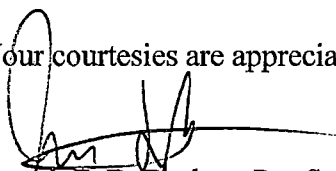
Dear Ms. Kitchings,

Enclosed for filing one (1) original and six (6) copies of the Appellant's Motion to Reinstate Appeal in the above referenced case. I have also enclosed the following:

- (1) Proof of service of the Motion to the Respondents.
- (2) A money order in the amount of \$25.00 for the filing fee.

Thank you for your assistance. If you have any questions, please do not hesitate to contact me at your convenience.

Your courtesies are appreciated,


Joseph F. DeBoskey, Pro Se
115 Caribou Cove
Anderson, SC 29621
(864) 221-9057
Dawn810@bellsouth.net

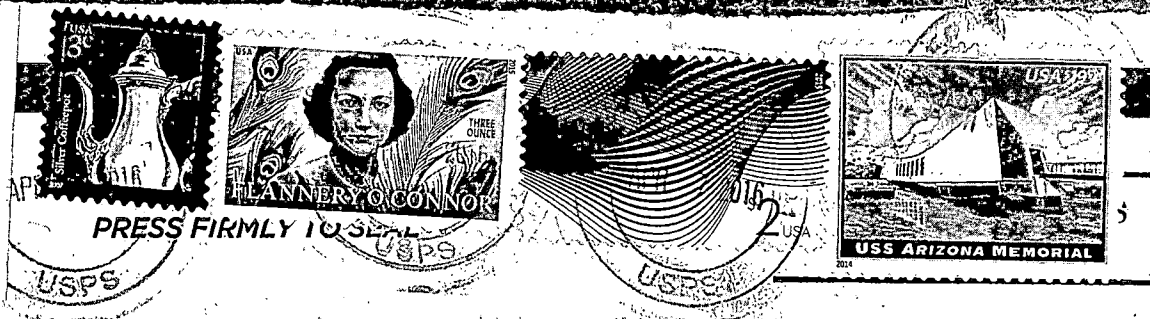


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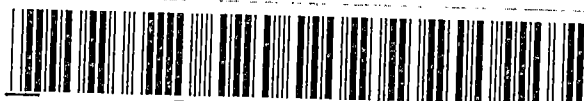
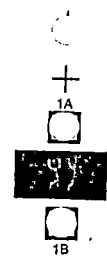
U.S. POSTAGE
PAID
ANDERSON, SC
29621
APR 07, 16
AMOUNT
\$0.00
R2304P118776-04



PRESS FIRMLY TO SEAL

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EM734542115US



UNITED STATES POSTAL SERVICE®

Addressee Copy
Label 11-F, April 2004

Post Office To Addressee

ORIGIN (POSTAL SERVICE USE ONLY)			DELIVERY (POSTAL SERVICE USE ONLY)		
PO ZIP Code 29621	Day of Delivery <input type="checkbox"/> Next <input type="checkbox"/> 2nd <input type="checkbox"/> 2nd Oct. Day	Postage \$ 22.95	Delivery Attempt Mo. 4 Day 8	Time 7:55	Employee Signature <i>[Signature]</i>
Date Accepted 4/18/16	Scheduled Date of Delivery Month 4 Day 16	Return Receipt Fee \$ -	Delivery Attempt	Time	Employee Signature
Mo. Day Year	Scheduled Time of Delivery <input checked="" type="checkbox"/> Noon <input type="checkbox"/> 3 PM	COD Fee Insurance Fee \$ \$	Mo. Day	Time	Employee Signature
Time Accepted 9:18 AM	Military	Total Postage & Fees \$ 22.95	Delivery Date Mo. 4 Day 8	Time 10:48	Employee Signature <i>[Signature]</i>
Flat Rate <input type="checkbox"/> or Weight <input checked="" type="checkbox"/>	Int'l Alpha Country Code	Acceptance Emp. Initials LHS	<input type="checkbox"/> WAIVER OF SIGNATURE (Domestic Mail Only) Additional merchandise insurance is void if waiver of signature is requested. I wish delivery to be made without obtaining signature of addressee or addressee's agent (if delivery employee judges that article can be left in secure location) and I authorize that delivery employee's signature constitutes valid proof of delivery.		
lbs. ozs.			NO DELIVERY <input type="checkbox"/> Weekend <input type="checkbox"/> Holiday		

CUSTOMER USE ONLY

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 Keith DeBostoy
 29621

TO: (PLEASE PRINT) PHONE
 The Honorable Jenny A. Kitzman
 SC Courts of Appeals
 P.O. Box 11629
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