

64264

THE STATE OF SOUTH CAROLINA
In The Court Of Appeals
In The Supreme Court
APPEAL FROM GREENVILLE COUNTY
COURT OF COMMON PLEAS
CHARLES B. SIMMONS JR.
MASTER IN EQUITY

Case Number- 29-CP-23-1297

DEUTSCHE BANK NATIONAL TRUST
COMPANY AS TRUSTEE OF POPULAR
ABS, INC. MORTGAGE PASS-THROUGH RESPONDENT
CERTIFICATES SERIES 2007-A

V

SHARON D. VAUGHAN APPELLANT

APPELLATE CASE NUMBER 2012-211936
PETITION FOR REVIEW OF THE SINGLE JUDGE DECISION
FOR REHEARING ON , STAY, EMERGENCY STAY , UNDER
RULE 241

May 17, 2012

Sharon D. Vaughan , PRO- SE
14 COTTINGHAM CIRCLE
GREENVILLE, S.C. 29617-3421
864-325-9551

Cynthia C. Silva

8/11/13

RECEIVED
MAY 18 2012
SC Court of Appeals

BRIEF OF APPELLANT
FOR REVIEW OF THE SINGLE JUDGE DECISION
FOR REHEARING ON: STAY, EMERGENCY STAY

IN THIS MATTER BEFORE THE S.C. COURT OF APPEALS, I SHARON D. VAUGHAN REQUEST TO THE COURT TO RECONSIDER MY PETITION FOR STAY, EMERGENCY STAY.

ATTACHED YOU WILL SEE A LENTHY BRIEF FILED MAY4,2012.

THE COURT RECEIVED THIS ON MAY7,2012,

THE COURT DENIED MY STAY, EMERGENCY STAY ON MAY 11,2012

ATTACHED AND ON FILE WITH THE COURT ON MY MOTION FOR STAY, EMERGENCY STAY, ARE (EXHIBTS) A-F THAT MORE THAN PROVES SERIOUS ERRORS BY THE LOWER COURT.

I SHARON D.VAUGHAN SUBMITTED A COMPLAINT TO THE SOUTH CAROLINA COMSUMER AFFAIRS, UNDER THE COMPLAINT, THAT A LITTON LOAN HAD SENT FRAULENT DOCUMENTS TO MY HOME. ON OR ABOUT JANUARY 2009, FEBUARY 2009, MR. DANNY COLLINS HEAD OF LEGAL DEPARTMENT, S.C. COMSUMER AFFAIRS , NOTIFIES SHARON D. VAUGHAN, HOMEOWNER, I STATE FOR THE RECORD:

SHARON VAUGHAN's DOCUMENTS, ALONG WITH OTHER PEOPLES DOCUMENTS,, WERE BEING SENT TO CHIEF JUSTICE JEAN H. TOAL, OF THE SOUTH CAROLINA, SUPREME COURT, WHICH HELP DETERMINE THE FIRST HOLD THAT WAS PLACED ON FORECLOSURES IN SOUTH CAROLINA A.

MR. COLLINS WOULD NOT HAVE SUBMITTED MY DOCUMENTS TO THE SUPREME COURT, OF SOUTH CAROLINA, TO CHIEF JUSTICE JEAN H. TOAL, IF THEY HAD NOT SEEN EVIDENCE OF FRAUD WITH INTENT TO DEFRAUD, ON MY DOCUMENTS.

ERROR BY THE LOWER COURT IN ALLOWING ,FORECLOSURE TO MOVE FORWARD , (ATTACHED DOCUMENTS WILL SHOW AND PROVE, 28 errors by the lower court.

UNDER RULE 241 /STAY AND SUPERSEDEAS IN CIVIL ACTIONS

UNDER EXCEPTIONS : SHARON D.VAUGHAN (pro-se) , defendant, APPELLANT, HAS BEEN DENIED ALL LEGAL RIGHTS BY THE LOWER COURT, TWENTY EIGHT(28) SERIOUS ERRORS BY THE LOWER COURT IT IS MY BELIEF BECAUSE OF LOWER COURT, IGNORING ALL , MOTIONS, AFFIDAVITS, AND DOCUMENTS THE LOWER COURT WOULD SHOW NO RESPONSE, FOR THE STAY, EMERGENCY STAY.

SECTION 18-9-130, UNDER (2) A PLAINTIFF MAY NOT ENFORCE A SALE OF PROPERTY AFTER A NOTICE OF APPEAL IS FILED WITHOUT GIVING AN UNDERTAKING OF BOND TO THE DEFENDANT/APPELLANT WITH TWO GOOD SURETIES, IN DOUBLE THE APPRAISED VALUE OF THE PROPERTY OR DOUBLE THE AMOUNT OF THE JUDGEMENT,CONDITIONED TO PAY ALL DAMAGES THE DEFENDANT MAY SUSTAIN BY REASON OF THE SALE IN THE CASE THE JUDGEMENT IS REVERSED. THE PLAINTIFF IN SUCH A CASE MAY NOT PRECEED WITH THE SALE OF DEFENDANT'S PROPERTY IF THE DEFENDANT ENTERS IN AN UNDERTAKING WITH GOOD SURETIES, .

UNDER (B) (2) THE STAY DESCRIBED IN THIS SUBSECTION IS EFFECTIVE UPON FILING THE NOTICE OF APPEAL, AND DURING THE ENTIRE COURSE OF APPELLATE REVIEW OF THE JUDGEMENT.

UNDER SECTION 18-9-150, DEPOSIT OF SURETY WHEN JUDGEMENT REQUIRES DELIVERY OF DOCUMENT OR PERSONALTY.

SHARON D. VAUGHAN/APPELLANT, BELIEF THAT BECAUSE SUMMARY JUDGEMENT WAS GRANTED UNDER SERIOUS ERROR BY THE LOWER COURT AND NON COMPLIANCE OF : ORDER NO:

2009-05-22-01

2011-05-02-01 BY PLAINTIFF, ROGERS TOWNSEND THOMAS LAW FIRM,

APPELLANT HAS THE LEGAL RIGHT TO DEMAND , PLAINTIFF, SAID LAW FIRM, WOULD BE REQUIRED TO TURN OVER TO THE COURT ALL DOCUMENTS OF PROOF THERE OF, TO BE HELD BY THE COURT.

(2)

(A) PROOF OF CURRENT OWNER,

(B) PROOF OF CURRENT HOLDER ,

PROOF , ROGERS TOWNSEND, THOMAS PC, REPRESENTS, DEUTSCHE BANK NATIONAL TRUST CO,
ON FORECLOSURE OF SHARON D. VAUGHAN, 14 COTTINGHAM CIRCLE, GREENVILLE, S.C. 29617
UNDER DOCKET NO, 2009-CP-23-1297.

PROOF OF ALL DOCUMENTS I HAVE REQUESTED FROM THIS PLAINTIFF, ROGERS TOWNSEND,
THOMAS, PC , SINCE FEBRUARY 2009.

UNDER SECTION 18-9-160

STAY OF JUDGEMENT TO EXECUTE CONVEYANCE.

APPELLATE, VAUGHAN HAS A LEGAL RIGHT TO STAY, EMERGENCY STAY , UNDER SUMMARY
JUDGEMENT WAS GRANTED , UNDER SERIOUS ERROR, THAT ROGERS, TOWNSEND, THOMAS LAW
FIRM, FILED A FORECLOSURE ON MY HOME , THEY DO NOT REPRESENT PLAINTIFF, (2) COLLECTION
AGENCIES, WITH NO LEGAL DOCUMENTS TO ATTACH ON TO PROMISSORY NOTE.

ATTACHED DOCUMENTS STATE THIS FACT.

UNDER SECTION 18-9-170

STAYING JUDGMENT FOR SALE OR DELIVERY OF LAND.

IF THE JUDGMENT APPEALED FROM DIRECT THE SALE OF DELIVERY OF POSSESSION OF REAL PROPERTY
A WRITTEN UNDERTAKING BE EXECUTED ON THE PART OF THE APPELLANT, WITH TWO SURETIES,
ATTACHED TO THIS DOCUMENT OF STAY, EMERGENCY STAY A CERTIFIED DOCUMENT FROM
APPELLANT , ASSURING THE COURT , AND CERTIFYING TO ABIDE BY THE SURETIES SET FORTH BY
THE COURT.

UNDER MY DOCUMENTS FILED UNDER EXHIBIT (C) , ERROR IN JUDGE CHARLES B, SIMMONS
GRANTING SUMMARY JUDGEMENT , WAS GRANTED UNDER GRAVE, AND SERIOUS ERROR. ATTACHED
COPIES OF ORDERS SET FORTH BY CHIEF JUSTICE JEAN H. TOAL , PLAINTIFF AND ROGERS TOWNSEND.
THOMAS LAW FIRM , ARE IN NON-COMPLIANCE OF SAID ORDERS

SUMMARY OF PETITION FOR REVIEW OF THE
SINGLE JUDGE DECISION, FOR REHEARING ON
STAY, EMERGENCY STAY

I SHARON D VAUGHAN STATE, THAT MY BELIEF, THAT BECAUSE OF THE SERIOUS ERRORS
BY THE LOWER COURT, FOR THE FILING OF THIS FORECLOSURE, TO THE HEARING DATE,
I SHARON D. VAUGHAN, HAVE HAD AND INJUSTICE DONE, IN ALLOWING , FRAULENT DOCUMENTS
TO BE FILED ON MY HOME, AND ROGERS, TOWNSEND THOMAS, LAW FIRM , HAS NEVER TURNED OVER
THE FIRST DOCUMENT OF PROOF THERE OF, DO NOT EVEN REPRESENT PLAINTIFF,
THEY CANNOT TELL APPELLANT VAUGHAN, WHO THE PLAINTIFF ACTUALLY IS.

IN THE COURT SERIOUS VIOLATIONS, ATTCHED IN MY PETITION OF STAY EMERGENCY STAY,
ATTACHED. IN DENEYING DEFENDANT , UNDER RULE 26, MOTIION ON DESCOVERY, THE COURT WAS
DENYING DEFENDANT, THE LEGAL RIGHT, AND THE ABILITY TO DEMAND TO ROGERS TOWNSEND,
THOMAS, PC , THAT , THEY HAD TO SHOW PROOF THERE OF. THE COURT MADE A GRAVE ERROR,
IN TELLING SHARON D. VAUGHAN, HOMEOWNER, DEFENDANT, APPELLANT, HE WAS ALLOWING
ROGERS, TOWNSAND, THOMAS, PC TO WALK IN AND STEAL MY PROPERTY, WITHOUT HAVING TO
SHOW , PROOF THERE OF OF ANYTHING. VIOLATION OF CIVIL PROCEDURE ACT. ERRONEOUS
APPLICATION OF THE LAW.

I AM REQUESTING , THE SOUTH CAROLINA COURT OF APPEALS, RECONSIDER MY STAY EMERGENCY
STAY, UNDER THE CIRCUMSTANCES, OF THE TOTAL ERROR BY THE LOWER COURT IN THIS
FORECLOSURE.

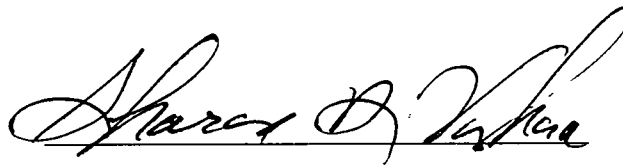
MY ATTACHED DOCUMENTS WILL SHOW CAUSE ON MY BEHALF FOR STAY, EMERGENCY STAY,
ATTACHED IS MY CERTIFICATE OF SURETIES, UNDER SECTION 18-9-170.

THEY HAVE SET MY HOME ON DOCKET FOR SALE JUNE 4,2012, I FEEL IT WOULD BE A GRAVE INJUSTICE

(14)

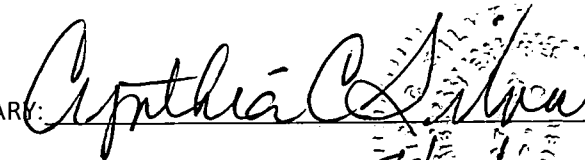
TO SHARON D. VAUGHAN, HOMEOWNER, DEFENDANT , PRO-SE, TO ALLOW, ROGERS, TOWNSEND,
THOMAS LAW FIRM TO , (STEAL) MY PROPERTY, WHEN THEY CANNOT EVEN TELL DEFENDANT,
WHO THEY ACTUALLY REPRESENT, WHO THEY WOULD BE COLLECTING THE FUNDS FOR.
UNDER THE ERROR, OF THE LOWER COURT, THEY WOULD BE PUTTING MY HOME ON THE COURT
HOUSE STEPS, UNDER FRAUD, SERIOUS FRAUD.
AT THIS POINT, THEY CANNOT GIVE A CLEAN NOTE, NOR CAN THEY GIVE A CLEAN TITLE ON THE
PROPERTY.

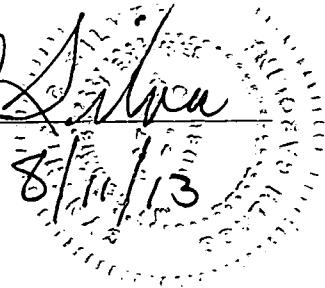
I PRAY TO THE HONORABLE SOUTH CAROLINA
COURT OF APPEALS, FOR RELIEF IN THIS EMERGENCY
STAY.
RESPECTFULLY SUBMITTED,



SHARON D. VAUGHAN, APPELLANT, PRO-SE,
14 COTTINGHAM CIRCLE,
GREENVILLE, SOUTH CAROLINA, 29617-3421

DATE: May 17, 2012

NOTARY: 



THE STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS
IN THE SUPREME COURT
APPEAL FROM GREENVILLE COUNTY
COURT OF COMMON PLEAS
CHARLES B SIMMONS JR.
MASTER IN EQUITY

CASE NUMBER _29-cp-23-1297

DEUTSCHE BANK NATIONAL TRUST
COMPANY AS TRUSTEE OF POPULAR
ABS.INC. MORTGAGE PASS THROUGH
CERTIFICATES SERIES 2007-a

RESPONDENT

v.

SHARON D.VAUGHAN

APPELLANT

PROOF OF SERVICE

I CERTIFY THAT I HAVE SERVED A COPY OF THE PETITION OF
REVIEW OF THE SINGLE JUDGE DECISION ,FOR REHEARING BY
DEPOSITING A COPY OF IT IN THE UNITEDSTATES MAIL
POSTAGE PAID, ON MAY MAY 17,2012,ADDRESSED TO THE
ATTORNEYS OF ROGERS, TOWNSEND,THOMAS, P.O. BOX 100200
220 EXECUTIVE CENTER DEIVE, COLUMBIA, S.C. 29210
ROBERT DAVIS,

MAY17,2012

ROGERS TOWNSEND
THOMAS, PC.
803-744-4444

MAY 17, 2012
Sharon Vaughan

Cynthia A. Silve
8/11/13

SHARON D.VAUGHAN (PRO-SE)
14 COTTINGHAM CIRCLE
GREENVILLE, S.C. 29617-3421
844-325-9551



The South Carolina Court of Appeals

JENNY ABBOTT
KITCHINGS
CLERK

V. CLAIRE ALLEN
DEPUTY CLERK

POST OFFICE BOX 11629
COLUMBIA, SOUTH CAROLINA 29211
1015 SUMTER STREET
COLUMBIA, SOUTH CAROLINA 29201
TELEPHONE: (803) 734-1890
FAX: (803) 734-1839
www.sccourts.org

May 11, 2012

Sharon Diane Vaughan
14 Cottingham Circle
Greenville SC 29617-3421

Re: Deutsche Bank v. Sharon Vaughan
Appellate Case No. 2012-211936

Dear Counsel:

The following order has been endorsed on your petition for stay, emergency stay rule 241 in the above matter.

"Denied.

s/ Jasper M. Cureton A.J.

May 11, 2012."

Please notify this Court when the transcripts have been received.

Very truly yours,

V. Claire Allen, Deputy

CLERK

cc: Samuel C. Waters
Paul B. Wickensimer

SOUTH CAROLINA COURT OF APPEALS

P.O. BOX 11620

COLUMBIA, SOUTH CAROLINA, 29211

SHARON D. VAUGHAN

14 COTTINGHAM CIRCLE

GREENVILLE, SOUTH CAROLINA 29617-3421

864-325-9551

APPELLATE CASE NUMBER: 2012-211-936

I SHARON D. VAUGHAN, THIS IS TO CERTIFY TO THE SOUTH CAROLINA COURT OF APPEALS,
UNDER RULE 241, EXCEPTION 18-9-170
STAYING JUDGEMENT FOR SALE OR DELIVERY OF LAND.

I SHARON D. VAUGHAN, APPELLANT, DO CERTIFY UPON THE TRUTH, THE WHOLE TRUTH, NOTHING
BUT THE TRUTH, I WILL OBEY AND ABIDE BY AND WITH THE (2) SURETIES SET FORTH UNDER
SECTION 18-9-170, TO THE EFFECT THAT DURING THE POSSESSION OF SUCH PROPERTY BY THE
APPELLATE, HE WILL NOT COMMIT OR SUFFER TO BE VCOMMITTED ANY WASTE THEREON AND
THATIF THE JUDGEMENT BE AFFIRMED HE WILL PAY THE VALUE OF THE USE AND OCCUPATION,
OF THE SAID PROPERTY FROM THE TIME OF THE EXECUTION OF THE UNDERTAKING UNTIL THE
DELIVERY OF POSSESSION THEREOF PURSUANT TO THE JUDGEMENT, NOT EXCEEDING A SUM
TO BE FIXED BY A JUDGE OF THE THE APPELLANT COURT,AND SHALL BE SPECIFIED IN THE
UNDERTAKING, WHEN THE JUDGEMENT DIRECTS THE SALE ARRIRMED AND THE LAND BE FINALLY
SOLD FOR LESS THAN THE JUDGEMENT DEBT AND COSTS THE THE APPELLANT SHALL PAYFOR ANY
WASTECOMMITTED OR SUFFERED TO BE COMMITTED ON THE LAND AND SHALL PAY A REASONABLE
RENTAL VALUE FOR THE USE AND OCCUPATION OF THE LAND, FROM THE TIME OF THE EXECUTION

OF THE UNDERTAKING TO THE TIME OF THE SALE, BUT NOT EXCEEDING THE AMOUNT OF SUCH DEFICIENCY, WHICH SUM SHALL BE DULY ENTERED AS A PAYMENT ON THE JUDGMENT, AND IN CASE THE LAND SHALL BE UNIMPROVED LAND THE IN ANY ACTION OR PROCEEDINGS NOW PENDING OR HEREAFTER BEGUN IN ANY OF THE COURTS OF THIS STATE THE UNDERTAKING SHALL FURTHER PROVIDE FOR THE BY APPELLANT, IF THE JUDGMENT BE AFFIRMED,
EXCEPTION: THERE WAS NO EXCROW ACCOUNT SET UP ON MORTGAGE CONTRACT FOR TAXES OR INSURANCE, THAT WAS AND IS THE REPOSIBILTY OF THE HOMEOWNER.
AND ALSO FOR THE PAYMENT BY APPELLANT OF THE INTEREST ON THE DEBT FALLING DUE DURING THE PENDENCY OF SUCH APPEAL.

I CERTIFY I WILL ABIDE BY SURIETES UNDER 18-9-170

I WOULD REQUEST FOR THE COURT , TO REQUIRE , PLAINTIFF, ROGERS, TOWNSEND THOMAS PC, TO AGREE, TO SIGN UNDER SECTION 18-9-130, (2 UNDER SECTION 18-9-150, PROOF THERE OF UNDER SECTION 18-9-160 .
PLAINTIFF, AND ROGERS TOWNSEND, THOMAS, PC, SHOULD HAVE NO PROBLEM AGREEING TO AND ABIDING BY SAME OF THE ABOVE.

May 17, 2012 UNDER MY WORD AND OATH
Sharon D. Vaughan

CC.ROGERS, TOWNSEND THOMAS

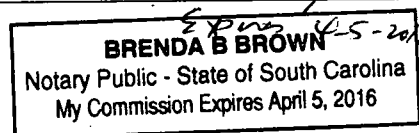
SHARON D. VAUGHAN

14 COTTINGHAM CIRCLE

GREENVILLE, S.C 29617-3421

864-325-9551

This the 17 day of May 2012 appeared Sharon D Vaughan, who proved i D by SC DC 002043434.



PC. 220 EXECUTIVE CENTER DRIVE

COLUMBIA, S.C. 29202-3400

803-744-4444

SECTION 18-9-130. Effect of notice of appeal on execution of judgment; sale of defendant's property; appeal in civil action involving signatory of Master Settlement Agreement.

< Subsection (A)(1) effective until January 1, 2012 >

(A)(1) A notice of appeal from a judgment directing the payment of money does not stay the execution of the judgment unless the presiding judge before whom the judgment was obtained grants a stay of execution.

< Subsection (A)(1) effective January 1, 2012 >

(A)(1) A notice of appeal from a judgment directing the payment of money does not stay the execution of the judgment unless the presiding judge before whom the judgment was obtained grants a stay of execution. If the presiding judge grants a stay of execution and requires a bond or other surety to guarantee the payment of the judgment pending the appeal, the amount of the bond or other surety may not exceed the amount of the judgment or:

(a) twenty-five million dollars, whichever is less, for a business entity that employs more than fifty persons and has gross revenues exceeding five million dollars for the previous tax year; or

(b) one million dollars, whichever is less, for all other entities or individuals.

(2) A plaintiff may not enforce a sale of property after a notice of appeal is filed without giving an undertaking or bond to the defendant, with two good sureties, in double the appraised value of the property or double the amount of the judgment, conditioned to pay all damages the defendant may sustain by reason of the sale in case the judgment is reversed. The plaintiff in such a case may not proceed with a sale of defendant's property if the defendant enters into an undertaking, with good sureties, in double the appraised value of the property or the amount of the judgment, to pay the judgment with legal interest and all costs and damages the plaintiff may sustain by reason of the appeal or to produce the property levied on and submit to the sale if the judgment is confirmed.

(B)(1) The appeal of a judgment awarding relief in a civil action, under any legal theory, involving a signatory of the Master Settlement Agreement, as defined in Section 11-47-20(e), or a successor to or affiliate of a signatory to the agreement, automatically stays the execution of that judgment.

(2) The stay described in this subsection is effective upon the filing of the notice of appeal and during the entire course of appellate review of the judgment.

HISTORY: 1962 Code Section 7-412; 1952 Code Section 7-412; 1942 Code Section 782; 1932 Code Section 782; Civ. P. '22 Section 647; Civ. P. '12 Section 385; Civ. P. '02 Section 346; 1870 (14) 360; 1873 (15) 501; 2004 Act No. 216, Section 2, eff April 26, 2004; 2011 Act No. 52, Section 6, eff January 1, 2012.

SECTION 18-9-150. Deposit or surety when judgment requires delivery of documents or personalty.

If the judgment appealed from directs the assignment or delivery of documents or personal property, the execution of the judgment shall not be stayed by appeal unless the things required to be assigned or delivered be brought into court or placed in the custody of such officer or receiver as the court shall appoint or unless an undertaking be entered into on the part of the appellant, with at least two sureties and in such amount as the court or a judge thereof shall direct, to the effect that the appellant will obey the order of the appellate court upon the appeal.

HISTORY: 1962 Code Section 7-415; 1952 Code Section 7-415; 1942 Code Section 786; 1932 Code Section 786; Civ. P. '22 Section 651; Civ. P. '12 Section 389; Civ. P. '02 Section 350; 1870 (14) 361; 1999 Act No. 55, Section 29, eff June 1, 1999.

SECTION 18-9-160. Staying judgment to execute conveyance.

If the judgment appealed from directs the execution of a conveyance or other instrument, the execution of the judgment shall not be stayed by the appeal until the instrument shall have been executed and deposited with the clerk with whom the judgment is entered, to abide the judgment of the appellate court.

HISTORY: 1962 Code Section 7-416; 1952 Code Section 7-416; 1942 Code Section 787; 1932 Code Section 787; Civ. P. '22 Section 652; Civ. P. '12 Section 390; Civ. P. '02 Section 351; 1870 (14) 362; 1999 Act No. 55, Section 30, eff June 1, 1999.

SECTION 18-9-170. Staying judgment for sale or delivery of land.

If the judgment appealed from direct the sale or delivery of possession of real property, the execution of the judgment shall not be stayed unless a written undertaking be executed on the part of the appellant, with two sureties, to the effect that during the possession of such property by the appellant he will not commit or suffer to be committed any waste thereon and that if the judgment be affirmed he will pay the value of the use and occupation of the property from the time of the execution of the undertaking until the delivery of possession thereof pursuant to the judgment, not exceeding a sum to be fixed by a judge of the court by which judgment was rendered and which shall be specified in the undertaking. When the judgment directs the sale of land to satisfy a mortgage thereon or other lien, the undertaking shall provide that in case the judgment appealed from be affirmed and the land be finally sold for less than the judgment debt and costs then the appellant shall pay for any waste committed or suffered to be committed on the land and shall pay a reasonable rental value for the use and occupation of the land from the time of the execution of the undertaking to the time of the sale, but not exceeding the amount of such deficiency, which sum shall be duly entered as a payment on the judgment; and in case the land shall be unimproved land, then in any action or proceedings now pending or hereafter begun in any of the courts of this State the undertaking shall further provide for the payment by appellant, if the judgment be affirmed, of any taxes due at the time of the appeal or already paid by the mortgagee, or becoming due during the pendency of the appeal, and also for the payment by appellant of the interest on the debt falling due during the pendency of such appeal.

HISTORY: 1962 Code Section 7-417; 1952 Code Section 7-417; 1942 Code Section 788; 1932 Code Section 788; Civ. P. '22 Section 653; Civ. P. '12 Section 391; Civ. P. '02 Section 352; 1870 (14) 363; 1898 (22) 689; 1900 (23) 351

(1) "Mortgagor" shall include every owner, mortgagor, and debtor under the note and mortgage at issue.

(2) "Mortgagee" shall include the owner and holder of the note and mortgage, any party acting on behalf of the owner and holder of the note and mortgage for the purpose of receiving payments, dealing with the mortgagor, or administering the loan evidenced by the note and mortgage, and any party seeking foreclosure of the subject mortgage, or otherwise acting as the agent of the owner and holder of the note in connection with the loan or the foreclosure of the note and mortgage, except for the mortgagee's attorney.

(3) "Owner-Occupied dwelling" is defined as mortgaged real property that is the principal residence of any mortgagor.

(4) "Court" shall include any judicial officer having jurisdiction over the foreclosure action, including any Circuit Court Judge, Master-In-Equity or Special Referee.

(5) "Foreclosure intervention" shall include any policy, process or procedure employed by a Mortgagee for the purpose of seeking a resolution of a foreclosure action by loan modification or other means of loss mitigation.

B. Procedure in Foreclosure Actions:

The terms and conditions of this order shall apply to all mortgage foreclosure proceedings concerning Owner-Occupied dwellings in this State.

(1) Actions pending on May 9, 2011.

In all mortgage foreclosure actions pending on May 9, 2011, before any merits hearing in the case, or if an order of foreclosure has been entered, before any foreclosure sale, the Mortgagee shall, through its attorney of record, file with the court and serve upon every Mortgagor a notice of the Mortgagor's right to foreclosure intervention. All proceedings in the foreclosure action shall be stayed until completion of such foreclosure intervention.

No foreclosure hearing or foreclosure sale may be held in the foreclosure action until the Mortgagee's attorney certifies the following:

- (a) that the Mortgagor has been served with a notice of the Mortgagor's right to foreclosure intervention for the purpose of seeking a resolution of the foreclosure action by loan modification or other means of loss mitigation;
- (b) that the Mortgagee, or its designated agent, has received and examined all documents and records required to be submitted by the Mortgagor to evaluate eligibility for foreclosure intervention;
- (c) that the Mortgagor has been afforded a full and fair opportunity to submit any other information or data pertaining to the Mortgagor's loan or personal circumstances for consideration by the Mortgagee;
- (d) that after completion of the foreclosure intervention process, the Mortgagor does not qualify for loan modification or other means of loss mitigation, in accordance with any standards, rules or guidelines applicable to the mortgage loan, and the parties have been unable to reach any other agreement concerning the foreclosure process; and,
- (e) that notice of the denial of loan modification or other means of loss mitigation has been served on the Mortgagor by mailing such notice to all known addresses of the Mortgagor; provided, that such notice shall also state that the Mortgagor has 30 days from the date of mailing of notice of denial of relief to file and serve an answer or other response to the Mortgagee's summons and complaint.

If within thirty days after having been served with notice of the Mortgagor's rights, the Mortgagor has failed, refused, or voluntarily elected not to participate in any foreclosure intervention process, the Mortgagee, through its attorney, shall certify that fact to the Court, and the foreclosure action may proceed.

(2) Actions filed after May 9, 2011.

In all mortgage foreclosure actions filed after May 9, 2011, the Mortgagee's attorney shall serve on the Mortgagor, along with the summons and complaint, a notice of the Mortgagor's right to foreclosure intervention.

* No foreclosure hearing may be held in the foreclosure action until the Mortgagee's attorney certifies that the Mortgagee has complied with the requirements of paragraphs B (1) (a) through (e) above.

If within thirty days after having been served with notice of the Mortgagor's rights, the Mortgagor has failed, refused, or voluntarily elected not to participate in any foreclosure intervention process, the Mortgagee, through its attorney, shall certify that fact to the Court, and the foreclosure action may proceed.

C. General Conditions.

Throughout the foreclosure intervention process and the foreclosure action, the Mortgagee shall communicate with and otherwise deal with the Mortgagor through the Mortgagee's attorney, and the Mortgagor shall have the right to deal with the Mortgagee through the Mortgagee's attorney. This includes, without limitation, submission of all required information, negotiations, and consummation of any loan modification or other loss mitigation agreement. If the Mortgagor is represented by an attorney, then the Mortgagee shall communicate with and otherwise deal with the Mortgagor through the Mortgagor's attorney.

No document, statement or evidence of any kind shared, released or exchanged exclusively for purposes of foreclosure intervention pursuant to this order shall be admissible as evidence in any subsequent proceeding. The provisions of Rule 8 of the Court Annexed Alternative Dispute Resolution Rules ("ADR Rules") shall apply to all such documents, statements or evidence, as well as to all discussions, disclosures and negotiations occurring in any foreclosure intervention process.

A Mortgagee's attorney, by proceeding with a foreclosure, represents to the Court that the Mortgagee has fully complied with all provisions of this Order.

In the event that the Mortgagor and Mortgagee agree on any loan modification or other loss mitigation plan ("Agreement"), such Agreement shall be reduced to writing, executed by the Mortgagor and Mortgagee, and served on all parties in the case. Any pending case shall be stayed, and no hearing or foreclosure sale held for 90 days following the entry of any Agreement, unless the Mortgagor shall not comply with the terms of the Agreement.

Upon any failure by Mortgagor to comply with the terms of the Agreement before the expiration of 90 days from the date of the Agreement, the Mortgagee, through its attorney, shall file and serve on all parties a "Notice of Breach of Agreement". Upon filing and service of such notice, the foreclosure action may proceed in the ordinary course.

If the Mortgagor shall be in compliance with the terms of the Agreement after 90 days, the Mortgagee's attorney shall promptly file a notice of dismissal of the action without prejudice, and the case will be dismissed. Such notice of dismissal shall be served on all parties to the action.

The Court having jurisdiction over the foreclosure action shall hear and determine any dispute concerning any party's compliance with this order, including without limitation, the failure of any party to act in good faith in complying with the terms of this order. In the event the Court determines that

any party to the foreclosure action, or their acting agent, has failed to comply with the terms of this order, or has not attempted to reach an agreement for foreclosure intervention in good faith, the Court may, in its discretion, impose such sanctions as it determines to be reasonable and just under the circumstances, including without limitation, the assessment of reasonable attorneys' fees and costs against the culpable party.

The Court having jurisdiction over the action shall have the authority, and may in its discretion, order the parties to submit to mediation. In such event, the mediation shall proceed in accordance with the ADR Rules.

This order remains in effect unless amended or rescinded by the Chief Justice.

IT IS SO ORDERED.

s/Jean H. Toal

Jean H. Toal

Chief Justice of South Carolina

Columbia, South Carolina

May 2, 2011

Court News

2011-05-02-01

The Supreme Court of South Carolina

Re: Mortgage Foreclosure Actions

ADMINISTRATIVE ORDER

On May 22, 2009, I issued an Administrative Order (Order No. 2009-05-22-01) applicable to mortgage foreclosure actions subject to the Home Affordable Modification Program ("HMP") instituted by the United States Treasury Department ("Treasury"). The program applied to residential loans owned, securitized or guaranteed by the Federal National Mortgage Association (Fannie Mae) or the Federal Home Loan Mortgage Corporation (Freddie Mac).

Subsequently, Treasury issued, by directive, additional guidance to servicers for adoption and implementation of the HMP for residential mortgage loans that are not owned, securitized or guaranteed by Fannie Mae or Freddie Mac. However, the HMP is only applicable to such loans if the lender or servicer has agreed to participate in the HMP. Not all lenders or servicers have so agreed.

Since imposition of my prior order, the number of foreclosure actions filed in this State have continued to increase. The trial courts having jurisdiction over such actions have reported to this Court difficulty in making final disposition of these actions as a result of failed or delayed loss mitigation efforts between lender-servicers and mortgagor-debtors. As a result, the number of unresolved foreclosure actions has increased, with a resulting burden on the resources of the Court before which the action is pending.

The courts have reported that these failures are the result of a breakdown of loss mitigation efforts that all parties find to be in their best interests, if possible. The trial courts report that such breakdowns are largely the result of difficulty in communication between lender-servicers and debtors, and the fact that foreclosure actions are proceeding to conclusion without regard to ongoing loss mitigation efforts by the parties.

I further take judicial notice of the actions of courts in other jurisdictions describing a similar breakdown in the efforts of parties to foreclosure actions to reach a resolution of defaults in payment of mortgage loans.

Therefore, based on the foregoing, and in order to insure that eligible homeowners and lender-servicers have been afforded the benefits of loan modification or other loss mitigation where possible, and to insure that the procedures for handling issues relating to such efforts are handled uniformly throughout the State, so that mortgage foreclosure actions are not unnecessarily dismissed, delayed or inappropriately concluded while loan modification or other loss mitigation efforts are being pursued, it is ordered as follows:

A. Definitions:

For the purposes of this administrative order, the following definitions shall apply:

THE STATE OF SOUTH CAROLINA
In The Court Of Appeals
In The Supreme Court
APPEAL FROM GREENVILLE COUNTY
COURT OF COMMON PLEAS
CHARLES B. SIMMONS JR.
MASTER IN EQUITY

RECEIVED
MAY 18 2012

SC Court of Appeals

Case Number- 29-CP-23-1297

DEUTSCHE BANK NATIONAL TRUST
COMPANY AS TRUSTEE OF POPULAR
ABS,INC. MORTGAGE PASS-THROUGH
CERTIFICATES SERIES 2007-A
RESPONDENT
V
SHARON D. VAUGHAN
APPELLANT

PETITION FOR STAY, EMERGENCY STAY
RULE 241

(1)
BRIEF OF APPELLANT
STAY, EMERGENCY

In This matter before the HONORABLE ,S.C. COURT OF APPEALS,

I SHARON D. VAUGHAN, request that the court consider my petition (motion)
For STAY, EMERGENCY STAY, UNDER RULE 241.

Because of the deliberate Error in this case of Foreclosure on my home, from
The beginning to the end, (attached you will find documents reflecting deliberate
Sabotage, starting with filing of Foreclosure all the way through this case.

(1) Rogers, Townsend, Thomas law firm, 220 Executive Center Drive, Columbia,
S.C. 29210, (803-744-4444), Served a Notice of Foreclosure on my Home
Febuary 18,2009. Sharon D. Vaughan, 14 Cottingham Circle, Greenville, S.C.
29617, (864-325-9551)

- (A) Febuary 19,2009, I Telephone this law firm speak with a Brandi Reeves,
And a Kelsey Brockbank, Ms, Reeves and Ms, Brockbank, inform me they
Do not represent plaintiff on my Foreclosure documents.
- (B) They are matter of fact about there answer to Sharon Vaughan.
They Represent a Litton Loan Co.
- (C) Litton Loan had sent Fraulent Documents to my home November 2008.
- (D) Litton was in serious violation of RESPA, (FEDERAL VIOLATION)

[Type text]

- (E) Deutsche; Bank National Trust Company as trustee of Popular, ABS, Inc, Mortgage Pass Through; Certificates, Series 2007-A, THIS IS PLAINTIFF On my Foreclosure Documents.
- (F) I Sharon D. Vaughan (Defendant) (pro-se), Feb. 19, 2009, PLACE (2) CALLS TO DEUTSCHE BANK NATIONAL TRUST, (1) New York Corporate Office (2) Sana- Ana, Calif, Office,
- (G) Deutsche Bank National Trust (Plaintiff on Foreclosure) STATES THEY HAVE NOT RETAINED , ROGERS, TOWNSEND, THOMAS LAW FIRM TO FILE FORECLOSURE ON MY HOME, SHARON D. VAUGHAN, 14 COTTINGHAM CIRCLE, GREENVILLE, S,C, DOCKET NUMBER 09-CP-23-1297, STATEMENT, They have no contract with a Litton Loan Co. on my Home. STATEMENT; They cannot show they are the trustee of current Holder of my Note. STATEMENT, They cannot show of turn over any information of the CURRENT OWNER OF MY NOTE
- (3) March 26, 2009, (Documents Attached) After (3) Registered Letters receipt Returned, reponse letter from Rogers, Townsend, Thomas, Law Firm under 1,2,3,4, (answers are evasive , untruthful reponses, they were fully aware There answers were false
- (4) Under Federal Reserve Bank, Federal Banking Regulatory Laws, Office of The Comptroller of The Currency, U.S. Tresuary, ANY AND ALL DOCUMENTS, PERTAINING TO A MORTGAGE NOTE ON MY HOME IS NOT LAWYER/ CLIENT
- (5) Rogers , Townsend, Thomas, PC , Filing, False , Bad Faith documents to the court And to defendant , Vaughan (pro-se) .
- (6) The Court Erred in Erroneous errors, The Court was fully aware Rogers, Townsend, Thomas, PC was acting in Bad Faith And chose to ignore there Bad Faith Actions.
- (A) To Establish an attorney client privilege, the person asserting the privilege must show that the relationship between parties was that of attorney, client.
- (B) MARSHALL V, MARSHALL 282 SC 534, 538-39, 320 S.E. 2D 44,47 (CT.APP. 1984)
- (C) THE COURT ERRED in not directing and requiring, Rogers, Townsend, Thomas PC to show and prove who they actually represented.
- *** As of April 16, 2012, Deutsche Bank National Trust Still states in recorded Phone calls, they did not retain this law firm.
- (7) FRAULENT DOCUMENTS, FILED BY ROGERS, TOWNSEND, THOMAS PC FILED March 9, 2009, 20 Days after Foreclosure had been served. This is not a Legal Assignment of Mortgage.
- (A) Documents Attached ; Rogers Townsend Thomas PC realized I had caught There deception in Foreclosure Filing.
- (B) File Fraulent Assignment of Mortgage 20 Days after Service of Foreclosure.
- (C) Mortgage Electronic Registration Systems, not on my Foreclosure Complaint.
- (D) MERS, is not on my Mortgage Note, as 1,2,3, position on my note, they were Only authorized one time transfer for Equity- Solely For (documents attached).

(2)

(8) SERVICING DISCLOSURE STATEMENT (UNDER 3) Box X , indicates, does not include Assignments, sales, or transfers to affiliates, or subsidiaries EQUITY ONE , ONLY NAME ON ,MY NOTE.

*** LITTON LOAN, is not on my Foreclosure complaint.,,There is not proof to have legal authorization to attach on to my note.

(9) There is no AMENDMENT TO THE FORECLOSURE COMPLAINT, nor could there be
(10) Assignment of Mortgage is a Fraudulent Document, they could not amend, Foreclosure.
(11) Motion I had Filed with the Court Stamped May 4, 2009 MOTION FOR DISCOVERY
(12) September 14, 2010, HEARING ON DISCOVERY.

* The Court Erred in abusing its discretion under the Civil Procedure Act.

* Judge Simmons Erred in DISMISSING MY MOTION ON DISCOVERY, RULE 26.

*Sharon D. Vaughan, Homeowner, Defendant (pro-se) was denied Every Legal Civil Right, Under Equity, THE RIGHT TO HAVE EVERY DOCUMENT PERTAINING TO MORTGAGE ON MY HOME. (CURRENT HOLDER, CURRENT OWNER , AND ALL INFORMATION OF PROOF THERE OF.

** JUDGE SIMMONS ERRED IN ABUSING HIS DISCRETION UNDER CIVIL PROCEDURE ACT.

** JUDGE SIMMONS THEN SHOWED GRAVE AND EXTREME PREJUDICE TO DEFENDANT Vaughan, Denying Defendant Vaughan the ABILITY TO DEMAND ALL SAID DOCUMENTS OF PROOF THERE OF.

(13) A foreclosure Hearing in and Before the Honorable Charles B. Simmons JR. Master in Equity. This hearing was on OCTOBER 6, 2010, AT 9:15 am.

(A) Mr. Davis, Attorney with Rogers, Townsend, Thomas,PC meets Sharon D. Vaughan, at the door of Court Room, to say his client had called and he wanted to Delay Foreclosure Hearing, HIS CLIENT NEEDED MORE TIME TO GET DOCUMENTS.

(B) Mr. Davis refused to tell Defendant (PRO-SE) , what those document were.

HIS STATEMENT TO ME WAS HE HAD ALREADY SET THIS UP WITH THE COURT.

(ATTACHED DOCUMENTS, AFFIDAVIT I HAD FILED WITH THE COURT ON NOVEMBER

14, 2011.)

(D)Mr. Davis statement to defendant Vaughan, putting his arm out for defendant to stand at the door of the court room, his statement was this would only take A minute, since he had already set up POSTPONMENT with the court.....

EX-PARTE

(E)Judge Simmons, asking Mr. Davis how much time he would need, His reply, HE REALLY DID NOT KNOW, THIS WAS OCTOBER 6, 2010.

(F)Defendant Vaughan (pro-se) on October 6,2010, stated no, to the court. I thanked Mr. Davis, that he was telling the court , he would get the documents, I had been requesting. (TO THIS DAY I HAVE NEVER HAD ANY DOCUMENTS OF ANY PROOF THERE OF TURNED OVER TO APPELLANT. SHARON D. VAUGHAN.

(3)

[Type text]

(G) Judge Simmons, Showing Grave and Serious Error by the court, Dismissed the Defendant, Vaughan, pro-se, from the court while he was still in Private Conversation With Mr, Davis (EXPARTE

***** JUDGE SIMMONS, showed Grave and serious error by the court, on September 14,2010 ,when he dismissed defendant Vaughan from the court room , while holding Private conversation with Mr. Davis . After denying Defendant Vaughan on her motion For Discovery, Motion to Compel on Discovery. EXPARTE.

(H)ERROR BY THE COURT, Defendant, Vaughan was not notified before Foreclosure Hearing.

(I)ERROR BY THE COURT, Defendant Vaughan, never saw Motion filed with the court in a Timely manner.

Postponment set up by Mr. Davis and Judge Simmons, without the consent or notification To Defendant Vaughan, (pro-se).

(J) Error by the Court in VIOLATION OF CIVIL PROCEDURE ACT, (EXPARTE)

(K) Error by the court, Judge Charles B. Simmons From October 6, 2010, to present date I Sharon D. Vaughan / Defendant have never received written notification from the court That Mr. Davis, with Rogers, Townsend, Thomas PC was GRANTED a Contionious or Postponment, for hearing of October 6, 2010.

COURT ABUSING ITS ERRONEOUS APPLICATION OF THE LAW.

DEFENDANT VAUGHAN (pro- se) , LEGAL, CIVIL RIGHTS BEING GRAVELY IGNORED, SIMPLY DISMISSED, BY THE COURT AS IF I HAD NO RIGHTS*****

CALLS TO JUDGE SIMMONS OFFICE AS TO THE STATUS OF THIS HEARING ON OCTOBER 6,2010, WAS IGNORED, ERROR BY THE COURT.

I CAN GET NO INFORMATION FROM THE COURT TO THE STATUS OF MY FORECLOSURE.

(L) MAY 28, 2011, (attached documents) From Rogers, Townsend, Thomas, PC, Mary Powers SC Bar 16534. Notice of Foreclosure Intervention. (ORDER) 2011-05-02-01)

(14) (ATTACHED DOCUMENTS) Motion To Dismiss on Notice of Foreclosure Interventioon Denied, Motion To Dismiss on Summary Judgement, Motion To Dismiss on Sanctions. Filed April 9,2012.

Document Attached: ANSWER TO FORECLOSURE INTERVENTION DENIED BY DEFENDANT VAUGHAN, FILED NOVEMBER 14, 2011.

(15) STATEMENT OF FACT FOR THE RECORD::

PURSUANT TO SOUTH CAROLINA ADMINISTRATIVE ORDER: 2009-05-22-01

PURSUANT TO SOUTH CAROLINA ADMINISTRATIVE ORDER::2011-05-02-01

(A) PLAINTIFF , IS AND WOULD BE IN NON-COMPLIANCE OF BOTH ORDERS.

(B) ATTACHED DOCUMENT FROM SOUTH CAROLINA CONSUMER AFFAIRS.*****

(C) UNDER : Federal trade Commission, .gov. , www.Federal Reserve Consumer help . gov. , Office of the Comptroller of The Currency. Gov., Federal Reserve Consumer Protection Agency,. Gov

DEUTSCHE BANK NATIONAL TRUST CO,

LITTON LOAN, OCWEN LOAN

THEY ARE NOT LISTED ON (7) seven FEDERAL WEBSITES , PUBLIC KNOWLEDGE, THEY ARE NOT APPROVED ON ANY GOVERNMENT PROGRAM*****

(4)

[Type text]

(D) THEY ARE NOT PARTICIPATES, PARTICIPATING IN, OR APPROVED ON ANY GOVERNMENT PROGRAM*****

(E)LITTON LOAN IS NOT APPROVED ON FEDERAL LOAN MOTIFICATION PROGRAMS
OCWEN IS NOT APPROVED ON FEDERAL LOAN MOTIFICATION PROGRAMS
THESE (2) COMPANIES FILED FRAULENT DOCUMENTS, TO TRY AND STEAL MY PROPERTY
IN WHICH THEY ACQUIRED IN FORMATION ON MY MORTGAGE , THEY ARE ACTING IN
COLLECTION AGENCY CAPACITY NOT AS A SERVICER OF ANY NOTE ON MY HOME.

(16) LET ME STRESS THE FACT THEY COULD NOT LEGALLY SUBMIT DOCUMENTS UNDER
HOME AFFORDABLE MODIFICATION PROGRA M. NEITHER COMPANY HAS LEGAL STANDING
ON MY HOME, THEY ARE NOT ON APPROVED LIST.

(17) PLAINTIFF WOULD BE IN NON-COMPLIANCE UNDER: South Carolina Order: 2009-05-22-
01, PLAINTIFF WOULD BE IN NON-COMPLIANCE UNDER : South Carolina Order :2011-05-02-
01.

(18)Deutsche Bank National Trust Co, is a Foreign National Bank, they were not allowed
To take TARP MONEY, FROM FEDERAL PROGRAM.

(19) ATTACHED DOCUMENTS, Shows Defendents motion to Dismiss , Foreclosure,
Summary Judgement, Sanctions. APRIL 9, 2012.

APRIL 16, 2012, HEARING ON SUMMARY JUDGEMENT , JUDGE SIMMONS SHOWED
GRAVE PREJUDICE IN BASICALLY DISMISSING ALL (3) OF MY MOTIONS, WITHOUT
DEFENDANT VAUGHAN, BEING GIVEN MY LEGAL RIGHT TO PLEAD AND ARGUE MY
MOTIONS TO THE COURT. (so it would not be on transcript).

He then allowed Mr. Davis, to hold up a Certified copy of a note on my home and falsly
Allowing Mr. Davis to call this copy the promissory note.

** A PROMISSORY NOTE ON MY HOME WOULD BE IN THE POSSESSION OF THE CURRENT
OWNER, THE CURRENT HOLDER OF MY NOTE.

FROM NOV.2008, UNTILL THE PRESENT DATE OF MAY 12,2012, THEY CANNOT TELL
SHARON D. VAUGHAN, HOMEOWNER, DEFENDANT, APPELLANT, (PRO-SE) WHO THE
CURRENT OWNER, OF CURRENT HOLDER OF MY NOTE IS.

Lender always has a signed copy of the note on file.

(A)I DEMANDED AS DEFENDANT, I WOULD UNDER MY LEGAL RIGHT AS HOMEOWNER
TO SEE THE PROMISSORY NOTE ITSELF, (NOT A COPY OF THE NOTE BUT THE NOTE ITSELF.
(20)ATTACHED IN MY DOCUMENTS UNDER (F) DATED AUGUST 4,2010, FALSLY STATED TO
THE COURT THEY HAD POSSESSION OF MY NOTE, THIS LETTER SHOWS PERJURY, AND
POSSIBLE VIOLATION UNDER RULE 412, UNDER RULES GOVERING TRUST ACCOUNTS OF LO
LAW FIRMS.*****

Rogers Townsend, thomas, PC, has never shown proof , to the court, or to defendant, Sharon D. Vaughan, of any promissory note , being deposited in the TRUST ACCOUT OF THIS LAW FIRM.

***** FAILURE BY THE COURT , IN NOT DIRECTING THIS LAW FIRM TO TURN OVER PROOF THERE OF, FOR ABOVE DOCUMENTS AND ALL DOCUMENTS, SINCE THE FORECLOSURE WAS FILED IN FEBUARY 18,2009.

(21)THE LOWER COURT ERRED, IN ALLOWING MR.DAVIS, WITH ROGERS,TOWNSEND,THOMAS,PC , TO SUBMIT, A FRAULENT VALIDATION OF DEBIT FROM A OCWEN , (Acting as a collection agency not a servicer) , THE COURT MADE A VERY ERROR.

Rogers,Townsend,Thomas, PC, did not inform the court are DEFENDANT SHAROND.VAUGHAN (pro-se) they were representing this company. I SAW NO NOTIFICATION TO THE COURT, OR TO DEFENDANT VAUGHAN, OF ANY REPRESENTATION FOR OCWEN. (THEY JUST SHOW UP IN COURT WITH A UNAUTHORIZED BILL*****

OCWEN, SENT FRAULENT DOCUMENTS TO MY HOME, IN WHICH THEY ARE IN SERIOUS VIOLATION OF (RESPA), FEDERAL VIOLATION.

(22)I SEE NO ASSIGNMENT OF MORTGAGE TO OCWEN, (UNLESS THEY WERE PLANNING TO SUBMIT A SECOND (2)ND. FRAULENT DOCUMENT, CALLING IT ASSIGNMENT.

(23)I SEE NO AMENDMENT TO THE FORECLOSURE COMPLAINT, (ONCE AGAIN, BECAUSE OF UNLAWFUL DOCUMENTS BY THIS LAW FIRM YOU COULD NOT SEE A LEGAL AMENDMENT.

***** THE COURT ERRED IN MAKING A BLANKET DECISION IN GRANTING SUMMARY JUDGEMENT,

***** THE COURT ERRED IN (A) IGNORING ALL DOCUMENTS AFFIDAVITS, MOTIONS, ALL DOCUMENTS SUBMITTED TO THE COURT BY DEFENDANT, SHARON D. VAUGHAN PRO-SE. , DEFENDENTS, DOCUMENTS MORE THAN PROVE BAD FAITH, FRAULENT DOCUMENTS, UNTRUTHFUL LETTERS AND STATEMENTS TO THE COURT, PERJURY.BY ROGERS, TOWNSEND THOMAS, PC, .

(24)JUDGE SIMMONS ERRED, IN DENEYING SHARON D.VAUGHAN, DEFENDANT PRO-SE. UNDER: (A)RULE 26, (A)(B)(1) IN GENERAL RULE.

UNDER RULE 56, SUBDIVISION (E) (F).

JUDGE SIMMOMS ERRED UNDER (RULE 37) , FAILURE TO MAKE OR COOPERATE IN DISCOVERY.

(25)I SHARON D VAUGHAN, DEFENDANT, UPON BELIEF, AND WITNESS, THAT ALL OF DEFENDENTS DOCUMENTS WERE IGNORED BY AND TO THE COURT.

JUDGE SIMMONS , SHOWED EXTREME PREJUDICE AGAINST SHARON D. VAUGHAN DEFENDANT

(6)

[Type text]

(26) APRIL 16, 2012, AFTER HEARING, DEFENDANT VAUGHAN GOES TO THE CLERK OF COURTS OFFICE, LADY BEHIND THE DESK, COUNTER, CALLS UP STAIRS TO THE COURT REPORTER FOR JUDGE SIMMONS, MS. CAMPBELL, (ATTACHED) YOU WILL FIND , IN CLERKS HANDWRITING, , MS.CAMPBELL STATES THERE WAS NO HEARING ON OCTOBER 6, 2010, (A) APRIL 17, 2012, MS.CAMPBELL LEAVES A RECORDED VOICE MESSAGE ON MY PHONE, STATING THERE WAS NO FORECLOSURE HEARING ON OCTOBER 6, 2012. APRIL 17, 2012, I PLACE A CALL TO PAUL WICKENSIMER OFFICE, COURT ADMINISTRATION, STATING, I WAS BEING DENIED TRANSCRIPT, OF OCTOBER 6, 2012, MS.CAMPBELL, DEFENDANT BACK WITHIN 15 MINUTES, TO SAY ALL OF A SUDDEN, THEY HAVE REMEMERED THERE WAS A FORECLOSURE HEARING ON THIS DATE.

I HAND DELIVERED A LETTER TO MS. CAMPBELL ON APRIL 16, 2012, STATING I WOULD NEED THE TRANSCRIPTS FOR , SEPTEMBER 14, 2010, OCTOBER 6, 2010, APRIL 16, 2012.

(B) AS I SHARON D. VAUGHAN, HAVE ALREADY IN MY ABOVE STATEMENT TO THE COURT, JUDGE SIMMONS, MR.DAVIS WITH ROGERS TOWNSEND THOMAS PC, HAD ALREADY SET UP THERE POSTPONMENT FOR , MR.DAVIS (EX PARTE), DENEYING, SHARON D.VAUGHAN DEFENDANT, ALL OF THE LEGAL, CIVIL RIGHTS, I HAVE A RIGHT TO HAVE, ERROR BY THE COURT IN TRYING TO HIDE THE FACT THERE WAS A FORECLOSURE HEARING ON OCT 6, 2010,

(27) ON APRIL 16, 2012, JUDGE SIMMONS IN DENEYING DEFENDANT, ON ALL MOTIONS, STATED HE WAS SETTING THE MOTION FOR SANCTION ASIDE, BUT I QUOTE, HIS STATEMENT TO DEFENDANT, THAT I WAS ON THE EDGE !!!

(A) ERROR BY THE COURT IN SHOWING EXTREME PERSONAL PREJUSTICE AGAINST DEFENDANT.

(B) DEFENDANT, VAUGHAN HAD MORE THAN PROVEN TO THE COURT, THAT SANCTIONS SHOULD HAVE BEEN PLACED ON MR.DAVIS WITH ROGERS, TOWNSEND, THOMAS PC.

(28) MEMORANDUM, ROGERS TOWNSEND THOMAS, SENT TO THE COURT, UNDER THERE MOTION FOR SANCTIONS , I HAVE (ATTACHED PAGE 6) , UNDER PARAGRAPH 3-6, THE ARROGRANCE AND BOASTING, FROM THIS LAW FIRM SHOWS IN THE ERROR BY THE COURT IN DENING DEFENDANT VAUGHAN , ON MOTION ON DISCOVERY, MOTION TO COMPEL ON DISCOVERY, SEPTEMBER 14, 2010, ***** THERE BOASTING INDICATES THIS:

(A) WE DON'T HAVE TO TURN OVER ANY DOCUMENTS OF PROOF THERE OF, TO YOU MS. VAUGHAN, AND JUDGE SIMMONS HAS HELPED US ACHIEVE THIS. WE CAN WALK IN AND STEAL YOUR HOME, WITHOUT EVER HAVING TO TURN OVER ANY DOCUMENTS TO YOU AT ALL *****

(B) BY THE WAY MS.VAUGHAN WE ARE ASKING JUDGE SIMMONS TO HELP UP REMOVE ALL OF THE FRAULENT DOCUMENTS WE FILED WITH THE COURT, EVEN THE COMPLETE RECORD IT SELF,

(C) WE WANT JUDGE SIMMONS TO PLACE AN INJUNCTION ON YOU MS.VAUGHAN SO YOU MAY NEVER RETREIVE ANY DOCUMENTS FROM THIS LAW FIRM, (AFTER THE FACT) WE ARE TRYING TO STEAL YOUR HOUSE, WITH FRAULENT DOCUMENTS.

(7)

[Type text]

IN SUMMATION

- (A)THE COURT ERRED IN ABUSING ITS DISCRETION UNDER THE CIVIL PROCEDURE ACT
- (B)THE COURT ERRED IN ITS ERRONEOUS APPLICATION OF THE LAW.
- (C)THE COURT ERRED IN ITS RULING AS IT STANDS, ALLOWING BLANKET DICISION ON SUMMARY JUDGEMENT, VIOLATION OF RULE 56.
- (D)THE COURT ERRED ON THE RULING OF ADMISSIBILITY OF EVIDENCE.
- (E)THE COURTS ERROR UNDER (RULE 11) EXPARTE, CONTACTS.

UNDER RULE 241, STAY,AND EMERGENCY STAY, IN CIVIL ACTION, I HAVE ATTACHED A LARGE AMOUNT OF DOCUMENTS THAT MORE THAN SHOW AND PROVE MY LEGAL RIGHT TO A STAY, EMERGENCY STAY.

MY STATEMENT TO THE COURT, BECAUSE OF DELIBERATE ERROR IN THIS CASE, FROM BEGINNING TO THE END (ATTACHED DOCUMENTS) SHOWING DELIBERATE SABOTAGE ALL THE WAY THROUGH THIS CASE.

I AM ASKING THE HONORABLE SOUTH CAROLINA COURT OF APPEALS TO LOOK AT THE COMPLETE ERROR IN THIS CASE.

YOUR HONOR'S I AM ASKING THE COURT TO GRANT MY PETITION FOR A STAY, EMERGENCY STAY, UNDER THE CIRCUMSTANCES AND SERIOUS ERROR THAT HAS OCCURRED.

THEY ARE RUSHING TO PUT MY 50 YEAR FAMILY HOME ON DOCKET FOR SALE, JUNE4,2012, ,THEY ARE STEALING MY HOME WITH FRAULENT DOCUMENTS, IN WHICH THEY CANNOT GET A CLEAN NOTE, OR CLEAN TITLE, I HAVE THE LEGAL RIGHT FOR AND EMERGENCY STAY , SO THAT I AM GIVEN THE LEGAL AND PROPER TIME FOR THE APPEAL PROCESS, WITHOUT, MY HOUSE BEING STOLEN.

RESPECTFULLY SUBMITTED

Sharon O. Taylor
14 Cottingham Circle
Greenville, SC 29617
864-325-9551

DATE;

May 4, 2012

[Type text]

TO: V. Claire Allen
Laurie Field

This is Exhibit (F) that was
under copying machine. asking to
attach to Exhibits A-F for:

Petition for Review of Single
Judge Decision,
Petition for Stay Emergency
Stay:

Shary Vayler
5-17-12

(For A-F)
(EXHIBIT F)

EXHIBIT F



ROGERS TOWNSEND & THOMAS, PC
ATTORNEYS AND COUNSELORS AT LAW

DEFAULT SERVICES DEPARTMENT ATTORNEYS

SAMUEL C. WATERS CHERYL H. FISHER REGINALD P. CORLEY JENNIFER W. RUBIN ELLIE C. FLOYD
MICHAEL P. MORRIS MARY R. POWERS ROBERT P. DAVIS WILLIAM S. KOEHLER
EVE MOREDOCK STACEY KELSEY K. BROCKBANK JOHN P. FETNER KEVIN T. HARDY BENJAMIN J. POWELL

Rogers Townsend & Thomas, PC is a debt collector

August 4, 2010

Sharon Diane Vaughan
14 Cottingham Circle
Greenville, SC 29617

Re: Deutsche Bank National Trust Company as trustee for the benefit of the Certificateholders of Popular ABS, Inc. Mortgage Pass-Through Certificates Series 2007-A vs. Sharon Diane Vaughan
Case No. 09-CP-23-1297; Greenville County
Our File No. 013644-00807

Dear Ms. Vaughn:

Our office is in receipt of your Counter Affidavit regarding the above action. It does not appear that you have received the letter that our office forwarded to you on March 26, 2009. This letter was in response to your questions regarding who the owner and holder of your Note and Mortgage. It also provided you with information on how to contact the Plaintiff, through its servicing agent, Litton Loan Servicing. You were provided with a copy of the Assignment of Mortgage and a Validation of Debt showing you the amount currently owed on your account. I have enclosed another copy of the March 26, 2009 letter for your records. My office is in possession of the original Note and will make it available to you should you wish to view it. I have also enclosed a copy of the original Note for your records.

Unfortunately, I am not sure what additional information you are seeking with regards to this matter. My client has indicated that it attempted to reach you, through its servicing agent Litton Loan, in an effort to review your loan for assistance through the Home Affordable Modification Program and that you refused to cooperate with them. Therefore, your loan has been denied assistance. If you would like for my client to review your loan again, you will need to contact my client's servicing agent at 1-800-247-9727.

If you would like to discuss this matter further, please feel free to contact me at 803-744-1830.

Sincerely,

Jennifer W. Rubin
Jennifer W. Rubin

JWR/tsm

cc: The Honorable Charles B. Simmons, Jr.
305 E. North Street, Ste. 313
Greenville, SC 29601

If they have only a copy and is on file with lender

*Fraudulent Letter
their office not in possession of original note - no record of Trust Account Deposit!*

Dec 5, 2011

Ocean Loan Servicing
PO Box 24734

West Palm Beach, Fla 33416 4734

Attention: Research Department

Re: Fraudulent Documents your
Company, continues to send to
STANLEY D. VAUGHAN
14 Cottingham Circle
Greenville, SC, 29614

- (1) As of December 5, 2011, you are in
VIOLATION non-compliance of RESPA.
- (2) Your Reponse letter is commonly
known on general Documents.
- (3) non-compliance, that you do not
have a contract from Deutsche Bank
National Trust Company.

(1) of 1
om

4) Litter Loan has been in non compliance of RESPA since Dec 18, 2008.

5) Litter has no legal standing with any documents on my home. (Fraud, Attempt to Defraud) (massive mail fraud.)

6) you had no contract to service any loan on my home.

7) Litter Loan had no contract to service any loan on my home.

8) your refusal to turn over any legal documents under RESPA, concludes Criminal Fraud on your companies behalf.

9) Deutsche Bank is not the holder of my note.

10) your response is a fraudulent answer.

I Sherry S Vaughan,

You are put on notice and notification, that you are to Cease and De-ist from sending any more documents to my Home, from placing any Phone Calls to my Home. 14 Cottingham Circle, Greenville, SC 29617 you are to Cease in putting insurance on my Home, since you have no legal right or legal standing to do so.

I am putting your company on notice I plan to bring Criminal Charges against you and Litton Law. You are guilty of massive mail fraud, Criminal Fraud, which is a Federal Crime under RICO Statute.

Your Refusal to even put
a legitimate phone number on
your Documents to your Legal Department
Shows your flagrant violation of
The Law.

Sharon Nyhan
Dec 5, 2011

cc. U.S. Attorney's office
Columbia, SC

cc U.S. Attorney's office
Tallahassee Fla.

cc. S.C. Consumer Affairs
Columbia SC

cc. Federal Trade Commission
Washington, DC / NY

cc. Attorney General's office
Columbia, SC
Washington, DC

Federal Consumer Protection Agency
Washington DC,

cc. Federal Trade Commission
Washington DC (complaint on file)

cc State of Fla. Consumer Affairs
Tallahassee, Fla,



Ocwen Loan Servicing, LLC
P.O. Box 24737
West Palm Beach, FL 33416-4737

(Do not send any correspondence or payments to the above address)

WWW.OCWEN.COM

October 28, 2011

Sharon D. Vaughan

14 Cottingham Cir
Greenville, SC 29617-0000

Loan Number: 7091039631
Property Address: 14 Cottingham Cir , Greenville, SC 29617-0000

Dear Borrower(s):

We have received your correspondence requesting research to be performed for the above referenced loan. It is Ocwen's policy to perform all research and provide a written response to you within twenty (20) days from the receipt of your letter.

Ocwen may need to contact you for further information in order to process your request. Ocwen will notify you if any additional information is required as we research the issue(s) stated in your request. Please direct any inquiries regarding your research request to the following address:

**Ocwen Loan Servicing, LLC
Research Department
P.O. Box 24736
West Palm Beach, FL 33416-4736**

Sincerely,

Research Department

ACKNOWL.21

This communication is from a debt collector attempting to collect a debt; any information obtained will be used for that purpose. However, if the debt is in active bankruptcy or has been discharged through bankruptcy, this communication is not intended as and does not constitute an attempt to collect a debt.

NMLS # 1852

TO -

V. Claire Allen

From: Sharon D. Vaughan

Ms. Allen,

RECEIVED
MAY 18 2012
SC Court of Appeals

This is the Original
& copies of
Petition for Review
attached. Type written
Petition for Stay Emergency
stay.

Please attach to my
Exhibits A-F
already on file with the
Court.

A Vaughan
5-17-12