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THE STATE OF SOUTH CAROLINA  
In the Court of Appeals

APPEAL FROM DORCHESTER COUNTY CIRCUIT COURT  
James E. Chellis, Master-In-Equity

Appellate Case No.: 2016-000704

**RECEIVED**

AUG 12 2016

SC Court of Appeals

Wells Fargo Bank, N.A.,

Respondent,

v.

Richard B. Cunningham; Latisa L. Cunningham; SC Housing Corp.; Drakesborough  
Homeowners Association, Inc.,

Defendants,

Of whom, Latisa L. Cunningham is the Appellant.

\_\_\_\_\_  
MOTION TO DISMISS APPEAL  
\_\_\_\_\_

Chad W. Burgess, Esq.  
Brock & Scott, PLLC  
3800 Fernandina Road, Suite 110  
Columbia, South Carolina 29210  
(803) 454-3540  
Attorney for Respondent

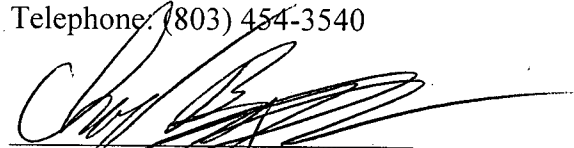
Latisa L. Cunningham  
1227 Wild Goose Trail  
Summerville, South Carolina 29483  
Pro Se Appellant

**PLEASE TAKE NOTICE** that the Respondent, Wells Fargo Bank, N.A., (“Respondent”) by and through its undersigned attorney, will move before this Court for an Order dismissing the instant appeal pursuant to South Carolina Appellate Court Rules 269 and 260 on the grounds that the Appeal is frivolous and taken solely for the purposes of delay, raises issues not properly

preserved for appeal, and that the appellant did not follow proper procedure regarding her initial brief.

Respectfully submitted,

Brock and Scott, PLLC  
3800 Fernandina Road, Suite 110  
Columbia, South Carolina 29210  
Telephone: (803) 454-3540



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Chad Burgess  
Attorney for the Respondent

Dated: August 9, 2016  
Columbia, South Carolina

THE STATE OF SOUTH CAROLINA  
In the Court of Appeals

APPEAL FROM DORCHESTER COUNTY CIRCUIT COURT

James E. Chellis, Master-In-Equity

Appellate Case No.: 2016-000704

Wells Fargo Bank, N.A.,

**RECEIVED**  
AUG 12 2016  
SC Court of Appeals  
Respondent,

v.

Richard B. Cunningham; Latisa L. Cunningham; SC Housing Corp.; Drakesborough  
Homeowners Association, Inc.,

Defendants,

Of whom, Latisa L. Cunningham is the Appellant.

---

STATEMENT OF THE FACTS AND MEMORANDUM IN SUPPORT OF RESPONDENT'S  
MOTION TO DISMISS APPEAL

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Chad W. Burgess, Esq.  
Brock & Scott, PLLC  
3800 Fernandina Road, Suite 110  
Columbia, South Carolina 29210  
(803) 454-3540  
Attorney for Respondent

Latisa L. Cunningham  
1227 Wild Goose Trail  
Summerville, South Carolina 29483  
Pro Se Appellant

The instant action is one for foreclosure of property located in Dorchester County, South Carolina. The subject mortgage loan is held by Respondent. Respondent's complaint was filed on March 26, 2013. Appellant filed a Motion to Dismiss on June 19, 2014 (See Exhibit "1")

alleging that she was not served properly and that she was not a proper party to the foreclosure action due to her divorce from her husband. The case was referred to The Honorable James E. Chellis as Dorchester County Master in Equity on August 12, 2014. In response to the Motion, Respondent submitted a Memorandum in Opposition to Appellant's Motion to Dismiss asserting that Appellant was properly served pursuant to the SCRCP and that Appellant's motion should be denied as a matter of law. On August 14, 2014, Appellant submitted a document titled "AFFIDAVIT AGAINST INTRUDUCTION OF FACTS" (See **Exhibit "2"**). Appellant's Motion and Affidavit bare certain tell-tale markings of sovereign citizen type pleadings. For example, there appear to be stamps affixed to the Motion to Dismiss and it appears Appellant has signed her name over the stamps. The signature block to the Motion to Dismiss also contains the phrase "Every Right Preserved" and contains an imprint of Appellant's Thumbprint. The Affidavit makes reference to UCC 1-308 below Appellant's signature and also contains an imprint of Appellant's thumbprint. These markings are common among sovereign citizen type pleadings.

For the purposes of the instant motion, the term sovereign citizen is used colloquially to refer to individuals who are members of or involved with one of a number of loosely associated and diverse groups with varying belief systems that are generally anti-government or anti-authority. Sovereign citizen filings like Appellant's are generally interposed for the illegitimate purposes of delaying or denying the institution of justice in both criminal and civil matters. Such pleadings are often voluminous and contain complex and incoherent legal theories that, while containing legal jargon or legitimate sounding phrases, are not based in any cognizable legal theory or procedure. In short, sovereign citizen pleadings are subset of shotgun pleadings used as blatant delay tactics so as to prevent a mortgage holder from exercising its rights. Throughout the duration of this litigation, Appellant has engaged in the filing of sovereign citizen type pleadings beyond her initial motion and affidavit.

A hearing on Appellant's motion to dismiss was held on September 30, 2014 and Appellant's motion to dismiss was denied by the Master via a Form 4 Order filed that same day. Appellant filed an answer to Respondent's complaint on October 13, 2014 (See **Exhibit "3"**) which makes nonsensical assertions regarding the foreclosure action. The opening sentence to Appellant's answer states, "[f]or the clams is of the Defendant, known as Latisa L. Cunningham, with a special limited visitation, in the natural personal capacity, to defend the Foreclosure Action

that has been filed against the corporate person LATISA L. CUNNINGHAM". This sentence is extremely telling and clear evidence of the sovereign citizen nature of Appellant's filings.

Respondent filed a motion to strike Appellant's Answer on January 2, 2015 and a motion for summary judgment on February 13, 2015. A hearing was held by the Master in Equity on May 4, 2015. An individual named Ronald Wright appeared at the hearing with Respondent. Mr. Wright was not allowed to testify on her behalf but his appearance at the hearing merits a brief discussion. Mr. Wright is an individual that has become known to counsel for Respondent for his involvement in several foreclosure actions in counties throughout South Carolina. A non-inclusive list of other cases that counsel for Respondent has discovered that Ronald Wright has been involved in is as follows:

1. Deutsche Bank National Trust Company, as Trustee v. Helen V. Thomas, et al., Richland County, SC Civil Action No. 2012-CP-40-00009, Appellate Case No. 2016-001678.
2. Bank of America, N.A. v. James W. Wright, et al., Orangeburg County, SC Civil Action No. 2012-CP-38-00962, Appellate Case No. 2015-001596.
3. Deutsche Bank National Association, as Trustee v. Louise Legare-Gardner, et al., Jasper County, SC Civil Action No. 2015-CP-27-00524.
4. Deutsche Bank National Association, as Trustee v. Eugene Elmore, et al., Berkeley County, SC Civil Action No. 2011-CP-08-02434.
5. Bank of America, N.A. v. Elois C. Baxter, et al., Richland County, SC Civil Action No. 2016-CP-40-01620.
6. Ocwen Loan Servicing, LLC v. Zena McPherson, et al., Berkeley County, SC Civil Action No.: 2015-CP-08-02158.

Sham and shotgun sovereign citizen pleadings, similar, if not identical to those filed in the instant action, have been filed in each of those actions.

The Master in Equity granted Respondent's motions for summary judgment and to strike Appellant's answer with said orders being entered on May 13, 2015 and June 9, 2015 respectively (See **Exhibits "4" and "5"**). In striking Respondent's filings, the Master in Equity concluded that, "[t]he substance of the Defendant's filings in this action, including her Motion to Dismiss and accompanying documents, illustrate that these are sham pleadings on their face which are wholly frivolous and made up of redundant, immaterial, impertinent, and/or scandalous matters".

Appellant has continued to file sovereign citizen type pleadings throughout the duration of this litigation including a previous appeal which bears appellate case number 2015-001211. The previous appeal was dismissed by an order filed December 2, 2015 based upon Appellant failing to correct the deficiencies of her initial brief as required by Rule 208 of the South Carolina Appellate Court Rules after due notification of the deficiency by the Clerk.

For the purposes of brevity, counsel for Respondent is refraining from attaching each of Appellant's sovereign citizen filings to this motion. Exhibits "1" through "3", along with the filings Appellant has made during her previous appeal as well as the current appeal serve as sufficient evidence of the nature of Appellant's filings in this matter. These documents all clearly demonstrate the frivolous nature of the filings and that such filings have been made solely for the purposes of delay.

Even when construed in the most liberal light imaginable, no legally cognizable issue can be construed from any of the assertions made by Appellant in her various filings. Perhaps the conclusion paragraph to Appellant's amended initial brief most poignantly indicates the ridiculous nature of all of her filings. That paragraph reads, "[i]n conclusion, based upon the argument and issues in this brief all orders and judgments must be rendered void and case dismiss with prejudice, because this court does not have jurisdiction concerning an American. This court is foreign because the attorneys are foreign agents. Therefore the sale must be recalled and the title to the property must be conveyed back to LATISA LENETTE CUNNINGHAM".

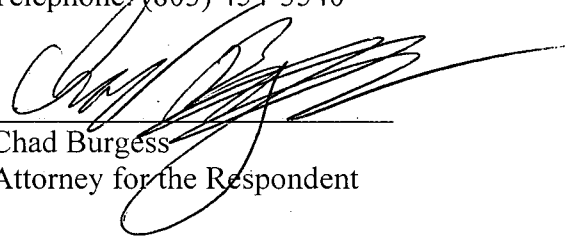
### **CONCLUSION**

Based upon the foregoing, it is clear that Appellant's appeal is utterly meritless and submitted for the purposes of delaying the completion of the foreclosure action. Even when taken at the light most deferential to Appellant, no cognizable legal issues arise. As such, Respondent respectfully requests that the instant appeal be dismissed.

**[SIGNATURE PAGE TO FOLLOW]**

Respectfully submitted,

Brock and Scott, PLLC  
3800 Fernandina Road, Suite 110  
Columbia, South Carolina 29210  
Telephone: (803) 454-3540



Chad Burgess  
Attorney for the Respondent

Dated: August 9, 2016  
Columbia, South Carolina

# EXHIBIT 1



STATE OF SOUTH CAROLINA  
COUNTY OF DORCHESTER

IN THE COURT OF COMMON PLEAS  
C/A NO.: 2013-CP-18-00519

Wells Fargo Bank, N.A.,

Plaintiff,

vs.

Latisa L. Cunningham; Richard B. Cunningham;  
Drakesborough Homeowners Association, Inc.; SC  
Housing Corp.,

Defendant(s).

FILED-RECORDED  
2014 JUN 19 PM 12:13  
CLERK OF COURT  
DORCHESTER COUNTY

MOTION TO DISMISS

For the claim is that Latisa L. Cunningham moves this court to dismiss this foreclosure action on the following ground:

1. For the claim is Mr. Richard B. Cunningham and I are divorced.
2. For with this claim Mr. Richard B. Cunningham was removed from the loan and his name was removed from the Deed upon the Request of Wells Fargo Bank, N.A. See Exhibit A.
3. For the claim is that the wrong party was served the foreclosure paperwork.
4. For with this claim Mr. Richard B. Cunningham did not inform me that he was served with foreclosure papers, for with this claim the entire time that I was working with Wells Fargo I was not inform that I was in foreclosure.
5. For the claim is I was under the impression that I had been working with Wells Fargo to avoid foreclosure, for the fact is I was just getting the run around with everything from Wells Fargo.
6. For the claim is foreclosure papers was served on the wrong party because there is no way that it was served at the property that is in foreclosure. For with this claim my ex-husband and I have been divorced since \_\_\_\_\_ See Exhibit B  
(month, day, year)

FOR THE CLAIM IS FOR THE FACTS STATED ABOVE I MOVE THIS COURT TO DISMISS THIS CASE BECAUSE OF IMPROPER SERVICE.

Latisa L. Cunningham  
Autograph  
Every Right Preserved

06/19/14  
Date

\_\_\_\_\_  
Thumbprint

STATE OF SOUTH CAROLINA  
COUNTY OF DORCHESTER

IN THE COURT OF COMMON PLEAS  
C/A NO.: 2013-CP-18-00519

Wells Fargo Bank, N.A.,

Plaintiff,

vs.

Latisa L. Cunningham; Richard B. Cunningham;  
Drakesborough Homeowners Association, Inc.; SC  
Housing Corp.,

Defendant(s).

FILED-RECORDED  
2014 JUN 19 PM 12:14  
SHERYL BRANTLEY  
CLERK OF COURT  
DORCHESTER COUNTY

**PROOF OF MAILING**

I hereby certify that I forwarded by certified Mail Return Receipt requested the attached MOTION TO DISMISS to the following location(s) on this \_\_\_\_ day of \_\_\_\_\_ 2014:

J. Martin Page, SC Bar No. 100200  
Brock & Scott, PLLC  
3800 Fernandina Road Suite 110  
Columbia, SC 29210  
[Attorney for Plaintiff]

Dated: June 19, 2014

Latisa L. Cunningham  
Autograph  
Every Right Preserved  
c/o 1227 Wild Goose Trl  
Summerville, SC 29483

\_\_\_\_\_  
Thumbprint

Indictment for Motion to Dismiss

I certify that I have stated truth and facts in reference to Motion to Dismiss and Exhibits to the best of my knowledge and understanding on this \_\_\_\_ day of \_\_\_\_\_ 2014.

1. For the claim is Mr. Richard B. Cunningham and I are divorced.
2. For with this claim Mr. Richard B. Cunningham was removed from the loan and his name was removed from the Deed upon the Request of Wells Fargo Bank, N.A. See Exhibit A.
3. For the claim is that the wrong party was served the foreclosure paperwork.
4. For with this claim Mr. Richard B. Cunningham did not inform me that he was served with foreclosure papers, for with this claim the entire time that I was working with Wells Fargo I was not inform that I was in foreclosure.
5. For the claim is I was under the impression that I had been working with Wells Fargo to avoid foreclosure, for the fact is I was just getting the run around with everything from Wells Fargo.
6. For the claim is foreclosure papers were served on the wrong party because there is no way that it was served at the property that is in foreclosure. For with this claim my ex-husband and I have been divorced since \_\_\_\_\_  
See Exhibit B (Month, day, year)

Latisa L. Cunningham  
Autograph  
Every Right Preserved

06/19/14  
Date

\_\_\_\_\_  
Thumbprint

FILED-RECORDED  
2014 JUN 19 PM 12:14  
JULY 1, 2014  
CLERK OF COURT  
DORCHESTER COUNTY

# EXHIBIT A

## Removal Request from Wells Fargo

FILED - RECORDED  
2014 JUN 19 PM 12:14  
DORCHESTER COUNTY  
CLERK OF COURT  
SHERYL BROWN



**Loss Mitigation Title Services**  
3 First American Way, Santa Ana, CA 92707 or  
P.O. Box 27670, Santa Ana, CA 92799

159-RECORDED  
2014 JUN 19 PM 12:14  
CLERK OF COURT  
DORCHESTER COUNTY

**PROPERTY INFORMATION REPORT**

WELLS FARGO HOME MORTGAGE  
1100 CORPORATE CENTER DRIVE  
MAC D0204-042  
RALEIGH, NC 27607  
ATTN: RALBSGTITLESUPPORT

DATE ISSUED: 09/03/2013  
ORDER NO.: 8454270  
REFERENCE: 0210841714

NAME: LATISA CUNNINGHAM  
PROPERTY ADDRESS: 1227 WILD GOOSE TRAIL, SUMMERVILLE, SC 29483  
COUNTY: DORCHESTER  
AS OF THE DATE HEREOF: AUGUST 27, 2013

A. THE LAST RECORDED DOCUMENT PURPORTING TO TRANSFER TITLE TO THE LAND DESCRIBED  
HEREIN SHOWS THE FOLLOWING PURPORTED OWNER:

**RICHARD S. CUNNINGHAM AND LATISA L. CUNNINGHAM**

Means of Conveyance: QUITCLAIM DEED  
Grantee: LATISA L. CUNNINGHAM  
Grantor: RICHARD B. CUNNINGHAM  
Date Recorded: MARCH 15, 2013  
Book: 8728  
Page: 153

Means of Conveyance: DEED  
Grantee: RICHARD B. CUNNINGHAM AND LATISA L. CUNNINGHAM  
Grantor: BEAZER HOMES CORP., A TENNESSEE CORPORATION  
Date Recorded: NOVEMBER 26, 2008  
Book: 6875  
Page: 58

COMMENTS: The above document is the deed from the developer/builder.

3. ACCORDING TO THE LATEST EQUALIZED ASSESSMENT ROLL, THE FOLLOWING AD VALOREM TAX  
INFORMATION IS SHOWN:

**ASSESSED VALUATION:**

LAND: \$25,000.00 IMPROVEMENTS: \$162,800.00 EXEMPTIONS: \$0.00

NO ATTORNEYS

**B. LEGAL DESCRIPTION:**

The land referred to in this policy is situated in the **STATE OF SOUTH CAROLINA, COUNTY OF DORCHESTER, CITY OF SUMMERVILLE**, and described as follows:

ALL THAT CERTAIN PIECE, PARCEL OR LOT OF LAND, TOGETHER WITH ALL IMPROVEMENT THEREON, SITUATE, LYING AND BEING IN THE COUNTY OF DORCHESTER, STATE OF SOUTH CAROLINA, KNOWN AND DESIGNATED AS LOT 272 OF DRAKESBOROUGH SUBDIVISION, IN THE JEDBURG COMMUNITY, AS SHOWN ON THAT CERTAIN PLAT ENTITLED: "FINAL PLAT SHOWING THE SUBDIVISION OF LOTS 99-115, LOTS 272-284, A PORTION OF HOA 1 AND HOA 4 OF PHASE 1, DRAKESBOROUGH SUBDIVISION FROM TRACT WITH TMS # 121-00-00-330, LOCATED IN THE JEDBURG COMMUNITY, DORCHESTER COUNTY, SOUTH CAROLINA", PREPARED BY MARK ELLIS LAMB, P.L.S., 24200 OF REGIS LAND SURVEYING, INC. DATED AUGUST 17, 2007, REVISED OCTOBER 8, 2007, AND RECORDED NOVEMBER 7, 2007, IN PLAT CABINET 1, AT PAGE 83, IN THE OFFICE OF THE REGISTER OF DEEDS FOR DORCHESTER COUNTY, SOUTH CAROLINA. FOR A MORE COMPLETE DESCRIPTION OF SAID LOT, REFERENCE MAY BE HAD TO THE AFOREMENTIONED PLAT OF RECORD.

RIGHT-OF-WAY EASEMENT TO DORCHESTER COUNTY PUBLIC WORKS DATED NOVEMBER 19, 2007, AND RECORDED IN THE ROD OFFICE FOR DORCHESTER COUNTY IN BOOK 6413, AT PAGE 259.

RIGHT-OF-WAY EASEMENT TO DORCHESTER COUNTY PUBLIC WORKS DATED DECEMBER 19, 2007, AND RECORDED IN THE AFORESAID OFFICE IN BOOK 6413, AT PAGE 263.

RIGHT-OF-WAY EASEMENT TO AGREEMENT TO BERKELEY ELECTRIC COOPERATIVE, INC. DATED JANUARY 30, 2007, AND RECORDED IN THE ROD OFFICE FOR DORCHESTER COUNTY IN BOOK 5965, AT PAGE 146.

DR. DRAINAGE AND UTILITY EASEMENT AND OTHER MATTERS OF RECORD, AS SHOWN ON THE RECORDED PLAT RECORDED IN PLAT CABINET 1, AT PAGE 83, IN THE AFORESAID OFFICE.

# EXHIBIT B

## Copy of Divorce Paper

FILED-RECORDED  
2011 JUN 19 PM 12:14  
SHERIFF'S OFFICE  
CLERK OF COURT  
DORCHESTER COUNTY

STATE OF SOUTH CAROLINA  
COUNTY OF CHARLESTON

IN THE FAMILY COURT  
9TH JUDICIAL CIRCUIT  
**FILED**

2013 MAY 14 AM 11:52

FINAL ORDER OF DIVORCE  
(One Year's Continuous Separation)

LIE J. AMOS  
CLERK OF COURT

DORCHESTER COUNTY  
CLERK OF COURT

FILED-RECORDED  
2014 JUN 19 PM 12:14

LATISSA CUNNINGHAM

Plaintiff

vs.

RICHARD E. CUNNINGHAM

Defendant

Docket No. 2013-DL-16-893

Plaintiff's Attorney: PRO SE

Hearing Date: 5-14-13

Defendant's Attorney: NONE OF RECORD

Judge: W.T. Spratt, Jr.

Guardian ad Litem: —

Court Reporter: Pat Banner

A hearing for complete and final divorce was held in this case on the date listed above. Plaintiff and Plaintiff's witness were present at the hearing. Defendant ( was/ was not) present and ( was/ was not) represented by an attorney.

This case is before this Court upon the Complaint of Plaintiff who is requesting that this Court grant a complete and final divorce from Defendant upon the ground of One (1) Year's Continuous Separation, pursuant to § 20-3-10(5) of the Code of Laws of South Carolina, 1976, as amended.

The original Family Court Cover Sheet, Certificate of Exemption, Summons, Complaint for Divorce, and Financial Declaration were filed in the Office of the Clerk for CHARLESTON County on 3-8-13 (date). A copy of these documents was served upon Defendant by ( Certified Mail/ Process Server/ Personal Service/ Sheriff's Office) on 3-29-13 (date).

After being duly sworn, Plaintiff stated in the Court that reconciliation of the parties was not possible. Plaintiff then offered testimony, which substantiated the allegations found in the Complaint, and which was corroborated by the duly-sworn witness.

**FINDINGS OF FACTS and CONCLUSIONS OF LAW**

This Court, after hearing the testimony and considering the other evidence in this case, makes the following findings of fact:

1. Plaintiff is a resident of DORCHESTER County in the State of SOUTH CAROLINA.
2. Upon information and belief, Defendant is a resident of CHARLESTON County, State of SOUTH CAROLINA.
3. Plaintiff and Defendant last shared a residence in DORCHESTER County in the State of SOUTH CAROLINA.

2008

*[Handwritten signature]*

Further find That Plaintiff shall resume the use of former  
name of Latisa Levette McAllister.  
AND IT IS SO ORDERED.

Date: May 24, 2013, W. Bruce Spradley  
Charleston, S.C. Family Court Judge

NOT A TRUE COPY  
NOT ADMITTED TO FILE  
CLERK'S OFFICE  
DEPT. 1300

ENCLOSURE

STATE OF SOUTH CAROLINA )  
COUNTY OF Dorchester )

IN THE COURT OF COMMON PLEAS  
JUDICIAL CIRCUIT

CASE NO.: 2013-CP-18 - 00519

Wells Fargo Bank, N.A. )  
Plaintiff, )

**MOTION AND ORDER INFORMATION  
FORM AND COVERSHEET**

vs. )  
Latisa L. Cunningham )  
Defendant. )

FILED-RECORDED  
2014 JUN 19 PM 12:13  
CLERK OF DISTRICT COURT  
DORCHESTER COUNTY

Plaintiff's Attorney: <u>N/A</u> , Bar No. _____ Address: _____ Phone: _____ Fax _____ E-mail: _____ Other: _____	Defendant's Attorney: <u>PRO-SE</u> , Bar No. _____ Address: _____ Phone: _____ Fax _____ E-mail: _____ Other: _____
---	--

MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III)  
 FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III)  
 PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)

**SECTION I: Hearing Information**  
Nature of Motion: Motion to Dismiss IS  
Estimated Time Needed: \_\_\_\_\_ Court Reporter Needed:  YES /  NO

**SECTION II: Motion/Order Type**  
 Written motion attached  
 Form Motion/Order  
I hereby move for relief or action by the court as set forth in the attached proposed order.  
Latisa L. Cunningham 6-19-, 2014  
Signature of Attorney for  Plaintiff /  Defendant Date submitted

**SECTION III: Motion Fee**  
 PAID - AMOUNT: \$ 25.00  
 EXEMPT: (check reason)  
 Rule to Show Cause in Child or Spousal Support  
 Domestic Abuse or Abuse and Neglect  
 Indigent Status  State Agency v. Indigent Party  
 Sexually Violent Predator Act  Post-Conviction Relief  
 Motion for Stay in Bankruptcy  
 Motion for Publication  Motion for Execution (Rule 69, SCRCP)  
 Proposed order submitted at request of the court; or,  
reduced to writing from motion made in open court per judge's instructions  
Name of Court Reporter: \_\_\_\_\_  
 Other: \_\_\_\_\_

**JUDGE'S SECTION**  
 Motion Fee to be paid upon filing of the attached order.  
 Other: \_\_\_\_\_  
JUDGE CODE \_\_\_\_\_  
Date: \_\_\_\_\_, 20\_\_\_\_

**CLERK'S VERIFICATION**  
Collected by: \_\_\_\_\_ Date Filed: \_\_\_\_\_, 20\_\_\_\_  
 MOTION FEE COLLECTED: \$ \_\_\_\_\_  
 CONTESTED - AMOUNT DUE: \$ \_\_\_\_\_

# EXHIBIT 2

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF DORCHESTER

C/A NO.: 2013-CP-18-00519

Wells Fargo Bank, N.A.,

Plaintiff,

vs.

✓ Latisa L. Cunningham; Richard B. Cunningham;  
Drakesborough Homeowners Association, Inc.; SC  
Housing Corp.,

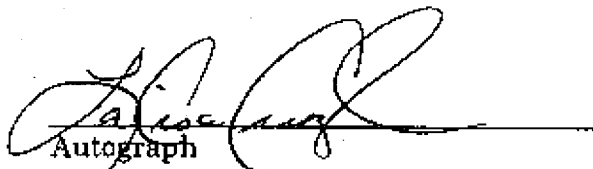
Defendant(s).

FILED - RECORD  
2014 AUG 14 AM 9:18  
CLERK OF COURT  
DORCHESTER COUNTY

**AFFIDAVIT AGAINST INTRODUCTION OF FACTS**

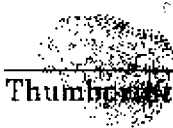
For the claim is with the knowledge of the INTRODUCTION OF FACTS stating that I was served on April 24, 2013 by leaving a copy of the Lis Pendens, Summons and Complaint with Brian L. Prioleau, who the servicer claimed to be a live-in boyfriend. For the fact is, with the knowledge that Brian L. Prioleau, was not a live-in boyfriend, but a tenant who was renting a room. For with this knowledge, I am giving a sworn statement that Brian L. Prioleau did not inform or give me papers that he supposedly had been served according to Plaintiff statement. For the claim is, I further state, that I never had a cohabitant relationship (boyfriend) with Brian L. Prioleau.

I swear and state that the information that I have provided in this affidavit is true and correct 100% and will testify to these facts.



Autograph  
UCC 1-308  
c/o 1227 Wild Goose Trl  
Summerville, SC 29483

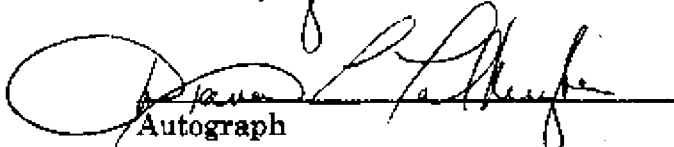
8-13-14  
Date

  
Thumbprint

I the defendant is over the age of 18 years old, competent and confident enough to testify of our own knowledge of the facts stated herein:

All the facts stated herein are true, correct and complete in reference to this Affidavit (For) filed by Latisa L. Cunningham.

IN WITNESS WHEREOF, I have here unto set my hand and seal on this 13<sup>th</sup> day of August, 2014.

  
Autograph  
UCC 1-308

Before me, the undersigned authority in the County of Wake in the State of North Carolina, personally appeared Latisa L. Cunningham, who is known to me and who sworn to and subscribed before me this 13<sup>th</sup> day of August, 2014.

  
NOTARY PUBLIC

My Commission Expires: 12-18-11

# EXHIBIT 3

STATE OF SOUTH CAROLINA  
COUNTY OF DORCHESTER

IN THE COURT OF COMMON PLEAS  
2014 OCT 13 PM 12:36 C/A NO.: 2013-CP-18-00519

Wells Fargo Bank, N.A.,

CLERK OF COURT  
DORCHESTER COUNTY

Plaintiff,

vs.

ANSWER TO  
SUMMONS AND COMPLAINT

Latisa L. Cunningham,  
Richard B. Cunningham

Defendant(s).

ANSWER TO SUMMONS AND COMPLAINT

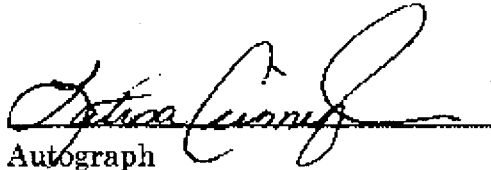
For the claim is of the Defendant, known as Latisa L. Cunningham, with a special limited visitation, in the natural personal capacity, to defend the Foreclosure Action that has been filed against the corporate person LATISA L. CUNNINGHAM. With this knowledge I state the following defense:

1. This action has been filed in violation of Title 22 CFR 93.1 – 93.2 and Title 28 USC 1330, under the failure to disclose that I was being sued in the corporate capacity.
2. For the claim is with the knowledge of a suit file on the corporate capacity of LATISA L. CUNNINGHAM, for with this knowledge the corporate capacity has absolute immunity under Title 28 USC – 1609(b) (b) An “agency or instrumentality of a foreign state” means any entity – (1) which is a separate legal person, corporate or otherwise, and).
3. For the claim is with the knowledge of no rights to title can be acquired by fraud, according to Statue at Large Public Law Chapter 48, 48 Stat 112 (Statues at Large takes precedence of any statues or codes that contradicts what it states).

For the Conclusion

For the claim is this Action being a deceptive act to deprive me of my property and therefore, this Trust which was created under a note and a mortgage must be settled and collapsed by discharging the debt to the United States (The instrument AS MAY BE tendered to you through your bank (financial institution) and to be negotiated to the United States Treasury for settlement is an "Obligation of the United States," under Title 18 USC sect. 8, representing as the definition provides a "certificate of indebtedness...drawn upon an authorized officer of the United States,

" (in this case the Secretary of the Treasury) "issues under an Act of Congress", (in this case Public Law Chapter 48, 48 Stat. 112 and Title 31 USC 3123 and 31 USC 5103 and by treaty; in this case the UNITED NATIONS COVENTION ON INTERNATIONAL BILLS OF EXCHANGE AND INTERNATIONAL PROMISSORY NOTES (UNCITRAL) and the Universal Postal Union headquartered in Bern, Switzerland). For the claim is I am appointing the Clerk of Court as Trustee to settle and collapse this Trust immediately. I am providing an international Bill of Exchange which is equivalent to the debt stated in this case for discharge.



Autograph  
UCC 1-308  
c/o 1227 Wild Goose Trl  
Summerville, SC 29483

Oct. 13, 2014  
Date

STATE OF SOUTH CAROLINA  
COUNTY OF DORCHESTER

Wells Fargo Bank, N.A.,

Plaintiff,

vs.

Latisa L. Cunningham,  
Richard B. Cunningham

Defendant(s).

IN THE COURT OF COMMON PLEAS  
C/A NO.: 2013-CP-18-00519  
2014 OCT 13 PM 12:36

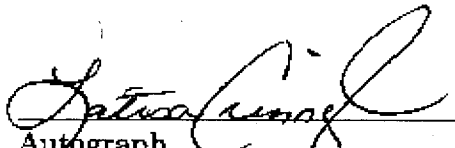
CLERK OF COURT  
DORCHESTER COUNTY

ANSWER TO  
SUMMONS AND COMPLAINT

CERTIFICATE OF SERVICE

For the claim is I hereby certify that I forwarded by Certified Mail the attached ANSWER TO SUMMONS AND COMPLAINT to the following location(s) on this 13<sup>th</sup> day of October 2014:

J. Martin Page, SC Bar No. 100200  
Brock & Scott, PLLC  
3800 Fernandina Road Suite 110  
Columbia, SC 29210  
[Attorney for Plaintiff]

  
Autograph  
UCC 1-308

c/o 1227 Wild Goose Trl  
Summerville, SC 29483

October 13, 2014  
Date

# EXHIBIT 4

STATE OF SOUTH CAROLINA  
COUNTY OF DORCHESTER

IN THE COURT OF COMMON PLEAS  
CASE NO.: 2013-CP-18-00519

**ORIGINAL**

Wells Fargo Bank, N.A.,

Plaintiff,

v.

Richard B. Cunningham; Latisa L. Cunningham; SC Housing Corp.; Drakesborough Homeowners Association, Inc.,

Defendant(s)

FILED - RECORDED  
2015 MAY -4 PM 4:40

CHERYL GRAHAM  
CLERK OF COURT  
DORCHESTER COUNTY

MASTER IN EQUITY'S ORDER AND JUDGMENT OF  
FORECLOSURE AND SALE

(GRANTING PLAINTIFF'S MOTION FOR  
SUMMARY JUDGMENT)

DEFICIENCY WAIVED

FILED - RECORDED  
2015 MAY 13 AM 9:56  
DORCHESTER COUNTY

Pursuant to Rule 53 of the South Carolina Rules of Civil Procedure (hereinafter "SCRCP"), the above-entitled matter was referred to the undersigned Master In Equity to make appropriate findings of fact and conclusions of law, with authority to enter a final Judgment in the cause. Any appeal from the decision of the Master In Equity shall be directly to the South Carolina Court of Appeals or Supreme Court.

Pursuant to the said reference, a hearing was held, a record was made, which is reported herewith, and from the testimony and evidence, I find and conclude as follows:

**FINDINGS OF FACT:**

1. The Lis Pendens was filed on March 26, 2013.
2. The Summons and Complaint were filed on March 26, 2013.
3. Service was made upon the Defendants named in this Report as is shown by the proofs of service filed herein.
4. According to an Affidavit filed herein, no Defendant in default is in the military service of the United States of America, as contemplated under the Servicemembers' Civil Relief Act fka Soldiers' and Sailors' Civil Relief Act of 1940, and any amendments thereto.
5. The Plaintiff's Motion for Summary Judgment was filed on February 13, 2015.
6. The Defendant(s) Richard B. Cunningham; Latisa L. Cunningham; SC Housing Corp.; Drakesborough Homeowners Association, Inc. have been notified of the time and date of this hearing.
7. For value received, Latisa L. Cunningham and Richard B. Cunningham made, executed and delivered a note, dated November 25, 2008, promising thereby to pay to the order of WR Starkey Mortgage, L.L.P. the sum of \$183,919.00 with interest at the rate of 6% per annum (hereinafter "Note"). Other terms and conditions are stated in the note, which is of record herein.
8. To better secure the payment of the Note described above, the said Latisa L. Cunningham and Richard B. Cunningham made, executed and delivered a mortgage to Mortgage Electronic Registration Systems, Inc. as nominee for WR Starkey Mortgage, L.L.P., in writing, dated November 25, 2008,

CA No. 2013-CP-18-00519

File reference: 13-03642



covering real property in Dorchester County, which is the same as that described in the Complaint. The Mortgage was recorded on November 26, 2008, and is of record in the Dorchester County Registry in Book 6871 at page 69.

9. This mortgage constitutes a valid purchase money mortgage on the subject property.

10. Thereafter, the Mortgage was assigned to Wells Fargo Bank, N.A. by assignment recorded on December 22, 2011 in Book 8121 at Page 321.

11. As required by South Carolina Supreme Court Administrative Order 2009-05-22-01 ("the Administrative Order"), Plaintiff states that this loan is owned or guaranteed by Fannie Mae, or it is owned or guaranteed by FHLMC, or the Servicer has signed an agreement to participate in the Home Affordable Modification Program ("HMP"); however, Plaintiff alleges upon information and belief, that this loan is not eligible for modification under the HMP because the loan is owned or guaranteed by the Federal Housing Administration (HUD) or the Veterans' Administration (VA) and said entities are not participants in the HMP Program and are not eligible as contemplated under the Administrative Order issued by the Supreme Court of South Carolina on May 22, 2009

12. Furthermore, Plaintiff complied with Administrative Order 2011-05-02-1 issued by the South Carolina Supreme Court.

13. The titleholder(s) of record of the Property as of the filing of the Lis Pendens in this action were Latisa L. Cunningham and Richard B. Cunningham.

14. Payment due on the Note has not been made as provided for therein, and the Plaintiff, as the holder thereof, has elected to accelerate payment of the entire indebtedness and has placed the Note and Mortgage in the hands of its attorney of record herein for collection.

15. Having considered the nature, extent and difficulty of the services rendered (the field of mortgage foreclosures being a specialized area of practice); the time involved in reviewing the various loan documents, performing the title search, preparing the pleadings and preparing for and attending hearings; the professional standing of the Plaintiff's attorney; the fee customarily charged in this jurisdiction for similar services; and the beneficial results obtained for the Plaintiff, I find that the sum of \$5,350.00 is a reasonable attorney's fee for the Plaintiff's attorney for services performed and anticipated to be performed until final adjudication of the within action, under the terms of the note and mortgage. Services anticipated to be performed until final adjudication contemplates completion of this matter within a reasonable time and does not include exceptional, unanticipated circumstances delaying conclusion beyond the normal time.

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

Principal due as of today's date:	05/04/15	\$173,443.06
CA No. 2013-CP-18-00519		File reference: 13-03642

Accrued interest from:	01/01/13	to: 01/26/15	\$ 21,526.06
Accruing at:	6% per annum		
Advancements to Escrow			\$ 5,486.66
Corporate Advances			\$ 30.00
Credits to Borrower:			\$ -172.65
PMIMIP Insurance:			\$ 1,921.56
Costs of collection prior to hearing:			\$ 1,303.38
Attorney's fees:			\$ 5,350.00

Total Debt secured by Note and Mortgage, including interest to date is \$208,654.83. Interest for the period from the date shown above through the date of this judgment, at above stated rate, to be added to the above stated "Total Debt" to comprise the amount of the Judgment debt entered herein, and interest after the date of Judgment at the rate of 6% per annum, the Note's current rate, pursuant to the terms of the Note and Mortgage on the judgment debt should be added to such judgment debt to comprise the amount of the Plaintiff's debt secured by the Mortgage through the date to which such interest is computed.

17. The Plaintiff is seeking foreclosure of its mortgage and has, in the Complaint or subsequently thereto in writing, expressly Waived the right to a personal or deficiency Judgment pursuant to Rule 71(b), SCRPC.

18. The Defendant(s), below listed, claim or may claim liens upon or interests in the subject property; and in the event there is a surplus from the sale of the subject property, the validity, priority and amount of any such lien claims will be determined at a hearing subsequent to the sale, in accordance with Rule 71(c), SCRPC. The said Defendants and such claims or liens are as follows:

C. The Defendant, Drakesborough Homeowners Association, Inc., has or may claim to have some interest in the Property by virtue of a homeowners' dues or assessment lien against Richard B. Cunningham and Latisa L. Cunningham, in the original principal amount of \$1,167.00, which lien was recorded/filed or assigned to Defendant in the Dorchester County Records on 09/16/2011 in Book 8012 at Page 243. Said lien is junior and subordinate to Plaintiff's mortgage and should be removed from the title to the Property upon the completion of a properly held foreclosure sale of the Property.

D. The Defendant, SC Housing Corp., has or may claim to have some interest in the Property by virtue of a mortgage given by Richard B. Cunningham and Latisa L. Cunningham, in the original principal amount of \$36,000.00, which mortgage was recorded/filed or assigned to Defendant in the Dorchester County Records on 01/18/2012 in Book 8146 at Page 312. Said lien is junior and subordinate to Plaintiff's mortgage and should be removed from the title to the Property upon the completion of a properly held foreclosure sale of the Property.

CONCLUSIONS OF LAW: I, therefore, conclude as follows:

1. The Plaintiff's Motion for Summary Judgment should be granted and the Plaintiff should have judgment of foreclosure of its Mortgage; and the Property should be ordered sold at public auction after due advertisement.

2. That there is due to the Plaintiff on its Note and Mortgage the sum of \$208,654.83, representing the Total Debt due to the Plaintiff as outlined above, together with interest thereon at the rate provided in the Note to the date hereof.
3. That the amount due in the preceding paragraph (the "Total Debt") and later accrued interest and costs shall constitute the total judgment debt due to the Plaintiff and shall bear interest hereafter at the rate of 6% per annum, the current interest rate of the Note.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED:

1. That the Plaintiff's Motion for Summary Judgment is granted.
2. That the Defendant(s) liable for the aforesaid Mortgage debt shall, prior to the date and time of the sale of the Property, hereinafter described, pay to the Plaintiff, or the Plaintiff's attorney, the amount of the Plaintiff's debt as aforesaid, together with the costs and disbursements of this action.
3. That on default of payment prior to the date and time of the sale, the Property, hereinafter described, shall be sold by the undersigned Master In Equity at public auction, at the Dorchester County Courthouse, City of Saint George, County and State aforesaid, on some convenient sales day hereafter, on the following terms, that is to say:
  - A. FOR CASH: The undersigned Master In Equity shall require a deposit of 5% on the amount of the bid (in cash or equivalent) the same to be applied on the purchase price only upon compliance with the bid, but in case of non-compliance within thirty (30) days the same to be forfeited and applied to the costs and then to the Plaintiff's debt.
  - B. Interest on the balance of the bid shall be paid to the day of compliance at the rate of 6% per annum, which is the Note's current interest rate.
  - C. The sale shall be subject to taxes and assessments, existing easements and restrictions of record, and any other senior encumbrances.
  - D. Purchaser to pay for the deed and the cost of recording the deed.
4. If the Plaintiff is the successful bidder at the said sale, for a sum not exceeding the amount of costs, expenses and the indebtedness of the Plaintiff in full, the Plaintiff may pay to the undersigned Master In Equity only the amount of the costs and expenses, crediting the balance of the bid on the Plaintiff's indebtedness.
5. That a personal or deficiency Judgment being Waived, the bidding will not remain open for thirty (30) days and bidding will be final on the date of the sale, and compliance with the bid may be made immediately.
6. That the undersigned Master In Equity will, by advertisement according to law, give notice of the time and place of sale and the terms thereof; and that he will execute to the purchaser, or purchasers, a deed to the Property sold. The Plaintiff, or any other party to this action, or any other person may become a purchaser at such sale. If such sale is made to anyone other than the Plaintiff or its assignee, should the successful bidder, or his assignee, fail to comply with the terms thereof within thirty (30) after the date of sale, then the undersigned Master In Equity may re-advertise the Property for sale on the next, or some other subsequent, sales day, at the risk of the highest bidder, and so on from time to time thereafter until a full compliance shall be secured.

7. In the event an agent of the Plaintiff does not appear at the time of sale, the within property shall be withdrawn from sale and sold at the next available sales date upon the terms and conditions as set forth in the Judgment of Foreclosure and Sale or such terms as may be set forth in a supplemental order.

8. That the undersigned Master In Equity shall apply the proceeds of the sale as follows:

FIRST: To the 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; and

NEXT: To the payment of the amount to the Plaintiff, or the Plaintiffs Attorney, of the amount of the Plaintiff's debt and interest (including attorney fees) or so much thereof as the purchase money will pay on the same; and

NEXT: Any surplus will be held pending further Order of this Court pursuant to Rule 71(c), SCRPC.

9. That it is further ORDERED, ADJUDGED AND DECREED that each Defendant named herein, and all persons whomsoever claiming under him, them or it, 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.

10. That it is further ORDERED ADJUDGED AND DECREED that the deed of conveyance made pursuant to this judgment and said sale shall contain the names of only the Plaintiff, the first-named Defendant, who was the title holder of the mortgaged property at the time of the filing of the Lis Pendens, and the Grantee; and that the Dorchester County Register of Deeds is hereby authorized to omit from the indices pertaining to such conveyance the names of all parties not contained in said deed.

11. It is further ORDERED, ADJUDGED AND DECREED that in the event the successful bidder to whom the deed of conveyance has been issued subsequent to the sale is other than the Defendants in possession herein, the Sheriff of Dorchester County is directed to eject and remove from the premises the occupants of the property sold, together with all personal property located thereon, and put the successful bidder to whom the deed of conveyance has been issued 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.

12. That it is further ORDERED ADJUDGED AND DECREED that after the Order Confirming Sale and Disbursements has been issued and filed, the undersigned Master In Equity shall direct the Register of Deeds to release of record the lien(s) being foreclosed, which lien(s) are described in the Findings of Fact herein above.

13. That it is further ORDERED ADJUDGED AND DECREED that the following is a description of the Property herein ordered to be sold:

**ALL THAT CERTAIN PIECE, PARCEL OR LOT OF LAND, TOGETHER WITH ALL IMPROVEMENTS THEREON, SITUATE, LYING AND BEING IN THE COUNTY OF DORCHESTER, STATE OF SOUTH CAROLINA, KNOWN AND DESIGNATED AS LOT 272, OF DRAKESBOROUGH SUBDIVISION, IN THE JEDBURG COMMUNITY, AS SHOWN ON THAT CERTAIN PLAT ENTITLED: "FINAL PLAT SHOWING THE SUBDIVISION OF LOTS 99-115, LOTS 272-284, A PORTION OF HOA 1 AND HOA 4 OF PHASE 1, DRAKESBOROUGH SUBDIVISION FROM TRACT WITH TMS# 121-00-00-**

330, LOCATED IN THE JEDBURG COMMUNITY, DORCHESTER COUNTY, SOUTH CAROLINA", PREPARED BY MARK ELLIS LAMB, PLS, 23200, OF AEGIS LAND SURVEYING, INC. DATED AUGUST 17, 2007, REVISED OCTOBER 8, 2007, AND RECORDED NOVEMBER 7, 2007, IN PLAT CABINET L, AT PAGE 83, IN THE OFFICE OF THE REGISTER OF DEEDS FOR DORCHESTER COUNTY, SOUTH CAROLINA. FOR A MORE COMPLETE DESCRIPTION OF SAID LOT, REFERENCE MAY BE HAD TO THE AFOREMENTIONED PLAT OF RECORD.

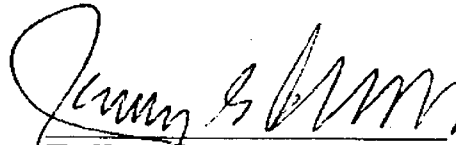
BEING THE SAME PROPERTY CONVEYED TO RICHARD B. CUNNINGHAM AND LATISA L. CUNNINGHAM HEREIN BY DEED OF BEAZER HOMES CORP., A TENNESSEE CORPORATION, DATED NOVEMBER 24, 2008 AND RECORDED NOVEMBER 26, 2008 IN DEED BOOK 6871 AT PAGE 58. THEREAFTER, THE SAME PROPERTY WAS CONVEYED TO LATISA L. CUNNINGHAM BY DEED OF RICHARD B. CUNNINGHAM DATED MARCH 14, 2013 AND RECORDED MARCH 15, 2013 IN DEED BOOK 8728 AT PAGE 153 IN THE OFFICE OF THE REGISTER OF DEEDS FOR DORCHESTER COUNTY, SOUTH CAROLINA.

CURRENT ADDRESS OF PROPERTY: 1227 Wild Goose Trail, Summerville, SC 29483-8023

TMS: 121-03-02-014.000C

AND IT IS SO ORDERED.

Date: May 4 2015  
Saint George, South Carolina



The Honorable James E. Chellis  
Master In Equity for Dorchester County

# EXHIBIT 5

STATE OF SOUTH CAROLINA

COUNTY OF DORCHESTER

Wells Fargo Bank, N.A.,

Plaintiff,

v.

Richard B. Cunningham; Latisa L. Cunningham;  
SC Housing Corp.; Drakesborough Homeowner's  
Association, Inc.

Defendants.

FIRST JUDICIAL CIRCUIT  
IN THE COURT OF COMMON PLEAS  
C/A No.: 2013-18-00519

**ORDER GRANTING THE PLAINTIFF'S  
MOTION TO STRIKE**

2015 JUN -9 AM 11:57  
CHERYL GRAHAM  
CLERK OF COURT  
DORCHESTER COUNTY  
RECORDED

**THIS MATTER** came before me on May 4, 2015 on the Plaintiff's Motion for Summary Judgment and Motion to Strike the pleadings of the Defendant, Latisa L. Cunningham. The Plaintiff's Motion for Summary Judgment is addressed in a separate Order. Present at the hearing was Jason L. Branham as counsel for the Plaintiff. The Defendant, Latisa L. Cunningham (hereinafter referred to as the "Defendant") appeared pro se. After careful review of the pleadings, memoranda presented, arguments of counsel, the South Carolina Rules of Civil Procedure and the applicable case law interpreting those rules, I make the following findings of fact and conclusions of law:

#### **FINDINGS OF FACT**

I FIND THAT the Plaintiff filed the instant foreclosure action regarding property located in Dorchester County on March 26, 2013. The Defendant was properly served with the Summons and Complaint on April 24, 2013 as is evidenced by the Affidavit of Service filed May 6, 2013. On June 19, 2014, the Defendant filed a Motion to Dismiss. The matter was referred to me as Master in Equity for Dorchester County on August 14, 2014. The Defendant's motion to dismiss was denied by an Order filed on September 30, 2014. The instant Motion to Strike was filed on January 2, 2015 seeking to strike from the record filings made by the Defendant in this action. The Plaintiff's Motion to Strike alleges that the Defendant's Motion to Dismiss and the subsequent filings are wholly comprised of redundant, immaterial, impertinent, and/or scandalous matters on their face and, as such, should be stricken from the record.

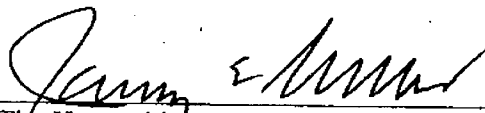
**CONCLUSIONS OF LAW**

Rule 12 (f) of the South Carolina Rules of Civil Procedure provides that "the court may order stricken from any pleading any insufficient defense or any redundant, immaterial, impertinent or scandalous matter". The substance of the Defendant's filings in this action, including her Motion to Dismiss and accompanying documents, illustrate that these are sham pleadings on their face which are wholly frivolous and made up of redundant, immaterial, impertinent, and/or scandalous matters. As such, the substance of these pleadings should be stricken from this matter pursuant to Rule 12(f) of the South Carolina Rules of Civil Procedure.

**NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED** that the Plaintiff's Motion to Strike is granted and the substance of the Defendant's pleadings are hereby stricken from the record in this action.

**AND IT IS SO ORDERED.**

Dated: June 3, 2015  
Saint George, South Carolina

  
\_\_\_\_\_  
The Honorable James E. Chellis  
Dorchester County Master in Equity

THE STATE OF SOUTH CAROLINA  
In the Court of Appeals

APPEAL FROM DORCHESTER COUNTY CIRCUIT COURT  
James E. Chellis, Master-In-Equity

Appellate Case No.: 2016-000704

**RECEIVED**  
AUG 12 2016  
SC Court of Appeals

Wells Fargo Bank, N.A.,

Respondent,

v.

Richard B. Cunningham; Latisa L. Cunningham; SC Housing Corp.; Drakesborough  
Homeowners Association, Inc.,

Defendants,

Of whom, Latisa L. Cunningham is the Appellant.

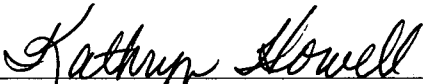
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CERTIFICATE OF SERVICE BY MAIL

---

The undersigned hereby certifies that on August 9, 2016, she served a copy of Respondent's Motion to Dismiss Appeal, Statement of Facts and Memorandum in Support of Respondent's Motion to Dismiss Appeal, and Certificate of Service by Mail upon the person(s) below by depositing the same in the US Mail with proper postage affixed and addressed as follows:

Latisa L. Cunningham  
1227 Wild Goose Trail  
Summerville, South Carolina 29483

  
Kathryn Howell  
Brock & Scott, PLLC



Consumer Hotline  
844-856-6646  
Phone:  
803-454-3540

3800 Fernandina Road, Suite 110, Columbia, SC 29210  
ConsumerContact@brockandscott.com  
www.brockandscott.com

Fax:  
803-454-3541

August 9, 2016

**RECEIVED**

AUG 12 2016

SC Court of Appeals

Clerk of Court  
South Carolina Court of Appeals  
PO Box 11629  
Columbia, SC 29211

Re: Wells Fargo Bank, N.A. v.; Latisa L. Cunningham; et al  
Appellate Case Number: 2016-000704  
B&S file Number: 13-03642

Dear Sir or Madam,

Our office represents the Respondent in the above-referenced appeal. Enclosed please find an original and seven copies of Respondent's Motion to Dismiss Appeal, Statement of Facts and Memorandum in Support of Respondent's Motion to Dismiss Appeal, Certificate of Service by Mail, and check in the amount of \$25.00 for the filing fee. Kindly file the same and return a clocked copy to me in the enclosed envelope.

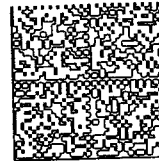
Thank you in advance for your assistance in this matter.

Sincerely,

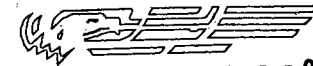
Chad W. Burgess, Esq.  
Brock & Scott, PLLC

Enclosures  
CC: Latisa L. Cunningham

\*\*\*THIS COMMUNICATION IS FROM A DEBT COLLECTOR. THIS IS AN ATTEMPT TO COLLECT A DEBT, AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. IF YOU HAVE RECEIVED A DISCHARGE IN BANKRUPTCY, AND YOU HAVE NOT REAFFIRMED THIS DEBT, THIS NOTICE CONSTITUTES NEITHER A DEMAND FOR PAYMENT NOR A NOTICE OF PERSONAL LIABILITY\*\*\*



U.S. POSTAGE >> PITNEY BOWES



ZIP 27407 \$ 009.90<sup>0</sup>  
02 1W  
0001397128 AUG. 09. 2016

BROCK & SCOTT, PLLC  
3800 FERNANDINA ROAD  
SUITE 110  
COLUMBIA, SC 29210

**RECEIVED**

AUG 12 2016

SC Court of Appeals

Clerk of Court  
South Carolina Court of Appeals  
PO Box 11629  
Columbia, SC 29211