

Ellen R. Springer, Appellant, Pro Se
147-21 109th Avenue
Jamaica, New York 11435
(716) 205-7867
(803) 438-9600 (Fax)

RECEIVED
OCT 04 2012
SC Court of Appeals

COURT OF APPEAL
STATE OF SOUTH CAROLINA

CitiMortgage, Inc.,

Respondent,

-against-

Ellen R. Springer,

Appellant, Pro se.

Case No.2011-CP-28-0981

AFFIRMATION OF NOTICE OF POSSESSION
OF THE SEALED TRANSCRIPTION OF THE
RECORD OF HEARING CONNECTED TO
APPEAL FROM DENIAL OF EQUITABLE
ESTOPPEL RELIEF AND RECONSIDERATION
FROM ORDER THAT DENIED SHOW CAUSE
RELIEF [S.C. CIV. P. RULE 59 (e)].

STATE OF NEW YORK)

: SS

COUNTY OF QUEENS)

I, Ellen R. Springer, affirm the following under penalty of perjury:

1. I, Ellen R. Springer, am the Appellant, Pro se appearing in the above caption matter of appeal. At all times relevant to the instant action appellant resides at 18 Arlington Drive, Lugoff, S.C. while simultaneously holding residency at 147-21 109th Avenue, Jamaica, New York, County of Queens, State of New York where she (Appellant, Pro se) conducts business for living.
2. On July 9th, 2012, representative of the "Creel Court Reporting, Inc." did appear before the Kershaw County Court of Common Pleas and did transcribe a true and accurate record of the hearing held in nexus to denial of emergency show cause relief entered July 9th, 2012 (see exhibit-A), that preceded denial of equitable

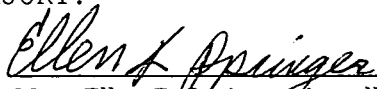
estoppel relief, inter alia, (see exhibit-B) brought herein for review upon appeal.

3. On July 9th, 2012 Appellant demonstrated equitable conduct, that submitted an order for "transcription of the record of hearing", immediately following conclusion of said hearing.
4. On July 16th, 2012, Appellant received "Sealed copy" of said transcription of hearing along with further copies for use without a tampering of the "Seal" of authenticity (see exhibit-C).
5. As such, Appellant, Pro se, yields to this Hon. Court of Appeals for directives that allow for a surrender of said possession of said seal document to the possession of this S.C. Court of Appeals.
6. Accordingly, Appellant, Pro se, HEREBY, serves due notice of said possession upon all parties in interest to the outcome of appeal brought in the above captioned civil foreclosure in keeping with S.C. Civ. P. Rules that apply.

WHEREFORE, based upon the aforementioned, Appellant provides this Court of Appeals and all parties in interest to appeal filed herein with timely notice of "Possession of the 'sealed transcription of the record of hearing'" that is of interest to a prudent review of the matters brought for appeal in the above captioned civil action matter of appeal.

DATED: October 1st, 2012

APPELLANT AFFIRMS THE ENTIRE AFOREMENTIONED UPON PENALTY OF PERJURY.


Mrs: Ellen R. Springer Appellant, Pro se.

AFFIDAVIT OF SERVICE

STATE OF NEW YORK)

: SS

COUNTY OF QUEENS)

I, Ellen Springer, affirms the following under penalties of perjury of the laws of the United States of America:

1. I am the "Victim" Appellant, Pro se appearing in the civil foreclosure action matter of CitiMortgage, Inc. v. Ellen R. Springer, Kershaw County Civil case no. 2011-CP-28-0981, Court of Common Pleas, State of South Carolina.
2. I hereby verify that a copy of the annexed Notice of Appeal and the annexed Emergency Motion for relief pursuant to 11 USC 543 (relief from turnover) was placed in a post paid envelope, overnight parcel, on the 3rd day of October, 2012 to be mailed to the below mentioned parties in interest to the action:

- a. Clerk of Kershaw County Court of Common Pleas
1121 Broad Street, Camden, S. C. , 29021
- b. TO: Counsel for the Plaintiff:
Rogers, Townsend and Thomas, LLP
220 Executive Center Drive
Columbia, S.C. 29210
(803) 744-4444

RECEIVED
OCT 04 2012
SC Court of Appeals

Executed: October 3rd, 2012.

Verily Yours,
Ellen R. Springer
Mrs. Ellen Springer, Appellant, Pro se
147-21109th Avenue
Jamaica, N. Y. 11435
Contact: (716) 205-7867
Fax: (803) 438-9600

Mrs. Ellen R. Springer
Jamaica, New York 11435
Contact: (716) 205-7867
Fax: (803) 438-9600

October 2nd, 2012

TO: The Chief Clerk of the Court of Appeals
State of South Carolina
1205 Pendleton Street
Columbia, S.C. 29201

Re: CitiMortgage, Inc. v. Ellen R. Springer, Kershaw County Case No. 2011-CP-28-0981:
Notice of possession of transcripts and renewed emergency motion for stay and for
Relief from turnover, pending final determination on appeal.

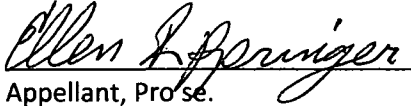
Dear Sir/Madam:

Greetings in the Name of the Most High.

Enclosed herewith please find (1) notice of possession of the transcripts in interest to review of the intended issues brought for appeal and (2) please find Pro se emergency motion as above re with the accompanying filing fee in the amount of \$25.00's , in the form of a "money order" , for this Court's convenience in processing of said motion.

Verily Yours,

Dated: the 2nd day of October, 2012.


Appellant, Pro se.

CC: Attorney for Plaintiff
Rogers, Townsend and Thomas, LLP
220 Executive Center Drive/ Suite 109
Columbia, S.C. 29210
(803) 744-4444

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

RECEIVED
OCT 04 2012
SC Court of Appeals

SUPPORTING DECLARATION

I declare that I have read the foregoing renewed Pro se motion for relief from turnover pending final determination on appeal and the factual matters stated therein are true and correct of my own knowledge and belief. I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on: October 3rd, 2012



Ellen R. Springer
Appellant, Pro se

RECEIVED
OCT 04 2012
SC Court of Appeals

EXHIBIT-A

ROGERS TOWNSEND & THOMAS, PC
DEFAULT SERVICES DEPARTMENT

POST OFFICE BOX 100200 (29202)
220 EXECUTIVE CENTER DRIVE
COLUMBIA, SOUTH CAROLINA 29210
P 803 744 4444 F 803 343 7013
WWW.RTT-LAW.COM



ROGERS TOWNSEND
ATTORNEYS AT LAW

September 4, 2012

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

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

Dear Judge Tzerman:

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

Sincerely yours,

Robert P. Davis
Attorney for Plaintiff

DSS/kl

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

FORM 4

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

JUDGMENT IN A CIVIL CASE
CASE NUMBER 2011CP2800981

Citimortgage Inc	Ellen R Springer Peggy S Roberts Fka	Peggy S Charles
PLAINTIFF(S)		DEFENDANT(S)

Submitted by:	Attorney for: <input type="checkbox"/> Plaintiff <input type="checkbox"/> Defendant <input type="checkbox"/> Self-Represented Plaintiff
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DISPOSITION TYPE (CHECK ONE)

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

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

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

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

ORDER INFORMATION

This order ends does not end the case.

Additional Information for the Clerk:

[Handwritten signature]

*cc: Powers
Springer
9/11/12
[initials]*

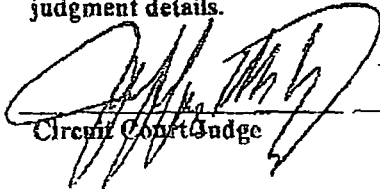
INFORMATION FOR THE JUDGMENT INDEX

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

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

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

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


Circuit Court Judge

3056
Judge Code

9/10/2012
Date

For Clerk of Court Office Use Only

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

Mary R. Powers PO Box 100200 Columbia, SC 292023200

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

Joyce McDonald - Clerk of Court

Court Reporter

EXHIBIT-B

STATE OF SOUTH CAROLINA
COUNTY OF KERSHAW

IN THE COURT OF COMMON PLEAS

DOCKET NO. 11-CP-28-0981

CitiMortgage, Inc.,

Plaintiff.

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

Deficiency Judgment Waived

v.

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

Defendant(s).

FILED JUL 17 PM 3:53
KERSHAW COUNTY S.C.

(011654-05691)

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

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

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

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

H. Lin

Walter Springer
Kershaw County, S.C.

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

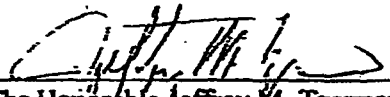
Third, a motion made pursuant to Rule 60, SCRPC must be timely. The longer the time since a party defaults on the summons, the more prejudicial the motion is to the non-moving party. Consequently, a greater burden is placed on the moving party. Given the date of service of the summons, I find that the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

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

IT IS HEREBY ORDERED:

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

AND IT IS SO ORDERED!


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

Camden, South Carolina

July 16, 2012

EXHIBIT-C

CREEL COURT REPORTING, INC.
1230 Richland Street
Columbia, South Carolina 29201
(803) 252-3445

7/13/2012

TAX NO. 57-1016805

INVOICE NO. 12-1807

Walter Springer
212 Watson Street
Buffalo, New York 14206

RE: CitiMortgage, Inc. vs. Ellen Springer	0.00
C/A No. 11-CP-28-0981	
	0.00
ORIGINAL AND ONE COPY - Motion Hearing before the Honorable Jeffrey M. Tzerman on July 9, 2012: **OVERNIGHT EXPEDITED**	
Transcript of Hearing	255.00
Federal Express	25.00
Condensed Transcript/Key Word Index	0.00

We accept:



Total	\$280.00
Payments/Credits	\$-280.00
Balance Due	\$0.00

THANK YOU!

/nv

(Please return copy with remittance)

Visit Us On the Web and Book Your Upcoming Depositions Online at www.creelreporting.com

CREEL COURT REPORTING, INC.
1230 Richland Street / Columbia, SC 29201
(803) 252-3445 / (800) 822-0896

CREEL COURT REPORTING
1230 RICHLAND ST
COLUMBIA, SC 29201
(803)252-3445

07/12/12 12:14:42
MER#: 000002235987
STR#: 0001 TER#: 0002
TID#: 00167228
S-A-L-E-S D-R-A-F-T

REP: 0001 BCH: 191
CN TYPE: MC
TR TYPE: NP

TOTAL: \$280.00M

ACCT: *****7948
EXP: **** NP: R6781Z
AUS: Z

CARDMEMBER ACKNOWLEDGES
RECEIPT OF GOODS AND/OR
SERVICES IN THE AMOUNT
OF THE TOTAL SHOWN
HEREON AND AGREES TO
PERFORM THE OBLIGATIONS
SET FORTH BY THE
CARDMEMBER'S AGREEMENT
WITH THE ISSUER

TOP COPY=MERCHANT
BOTTOM COPY=CUSTOMER

Ellen R. Springer, Appellant, Pro Se
147-21 109th Avenue
Jamaica, New York 11435
(716) 205-7867
(803) 438-9600 (Fax)

COURT OF APPEAL
STATE OF SOUTH CAROLINA

CitiMortgage, Inc.,

Respondent,

-against-

Ellen R. Springer,

Appellant, Pro se.

Case No.2011-CP-28-0981

RENEWED PRO SE EMERGENCY MOTION TO
STAY AND RELIEF FROM TURNOVER
PURSUANT TO FRAP 8 [a] [2].

JURISDICTION AND VENUE

1. The Court has exclusive jurisdiction of this emergency motion for stay and relief from turnover pursuant to FRAP 8 [a] [2].

JUDICIAL NOTICE TAKEN

2. PLEASE TAKE JUDICIAL NOTICE, that it would be impractical were the relief herein to be sought with the District Court, Ab initio, wherein said Court cautions Appellant that no further Pro se motions will be entertained (see exhibit A).

PARTIES

3. Mrs. Ellen R. Springer herein after referred to as "Victim", is an individual and is the Appellant, Pro se, in the above captioned case. Victim does business in the State of New York and maintains residence in the State of New York for that purpose. At all times relevant hereto Victim's primary residence is 18 Arlington Drive, Lugoff, S.C. (herein after referred to as "The property").

4. Respondent CitiMortgage, Inc., hereinafter referred to as "Wrongdoer", is a non-secured creditor in the above captioned case and is not the holder in due course of a lien against Victim's property.

FIRST CAUSE OF ACTION:

5. Based upon the evidence (see exhibit-B), the unclean hands of Wrongdoer herein is not the holder in due course of to the FHA loan subject matter nexus to the civil foreclosure action matter of CitiMortgage, Inc. v. Ellen R. Springer, Kershaw County case no. 2011-CP-28-0981. Based upon this reason, the clean hands of Victim herein will permanently be injured, pending appeal, with irreparable harm and hardship for loss of her home without adequate remedy at law were this Court of Appeals not to grant the emergency relief sought herein in the best served interest of the Public. Accordingly, Victim has reason to believe that she stands a likelihood of success on appeal.

SECOND CAUSE OF ACTION:

6. Based upon the hearing record connected to review of Victim's Pro se emergency application for order to show cause annexed hereto, on July 9th, 2012 the unclean hands of attorney for wrongdoer demonstrated an inability to represent the original claim of injury to defeat challenge to the legal sufficiency of the complaint filed on or about November 2011. Based upon this reason, wrongdoer fail to satisfy their burden of proof WHY the clean hands of Victim herein should not be granted show cause relief from default summary judgment. For this reason the clean hands of Victim herein will permanently be injured, pending appeal, with irreparable harm and hardship for loss of her home without adequate remedy at law were this Court of Appeal to not grant the relief sought herein in the best served interest of the Public. Accordingly, Victim has reason to believe that she stands a likelihood of success on appeal.

BACKGROUND

7. On January 3rd, 1990, Victim entered into a loan contractual agreement with Abn Ambro, Inc. to secure purchase of 18 Arlington Drive, Lugoff, South Carolina herein after referred to as "The property." The sale price was set at \$70,065.00'. Said contractual agreement resulted in the origination of an FHA backed mortgage agreement. Victim's installments were set at \$746.00's per month.
8. From February 1st, 1990 thru February 1st, 2009, Victim demonstrated the ability to remit monthly installments in the amount of \$746.00's without incident, to the best of her knowledge.

9. Based upon the evidence before the hearing court, on or about February 1st, 2009, Wrongdoer's loan service agent contacted Victim via telephone with inequitable claim, that victim had failed to remit the November 1st, 2008 installment and that all further installments remitted thereafter was thereby deficient and cause of loan default. Victim thereafter rebutted this inequitable claim with showing of cancelled check that verified the payment. Said loan servicer claimed thereafter that the missing installment was for August 1st, 2008. Victim failed to secure verification of said installment and elected to forbearance to cure.
10. From March 1st, 2009 thru February 1st, 2012 Victim remitted monthly installments in the amount of \$1,500.00's in full execution of the terms of the forbearance. However, on March 1st, 2010 Wrongdoer's loan service agent diverted from forbearance with allegation, that Victim was responsible for outstanding attorney fees of more than \$4,000.00's traceable to the original claim of loan default raised February 1st, 2009.
11. From March 1st, 2010 thru May 1st, 2011 Victim remitted monthly installments in the amount of \$1,500.00's in full satisfaction of the terms of forbearance #2. However, on June 1st, 2011 Wrongdoer's loan service agent again diverted from forbearance with allegations, that Victim was responsible for outstanding attorney fees of more than \$4,000.00's traceable to the original claim of loan default raised February 1st, 2009. Wrongdoer's loan agent conceded that Victim fully executed two consecutive forbearance agreements above mentioned, but gave no plausible reason why \$36,000.00's remitted in connection thereto failed to cure the alleged loan deficiency. For this reason, On June 1st, 2011 Wrongdoer injured Victim.
12. On or about June 1st, 2011 Victim demonstrated equitable conduct that rejected further acts of improper conduct that demanded satisfaction of the outstanding attorney fees as above mentioned.
13. On August 31st, 2011 Victim demonstrated equitable conduct that entered into contractual agreement with "The David M. Green Law Group", West Hempstead, New York. In retrospect, this act was equitable because no complaint had been filed at that time. As such, Victim interacted with said attorney law group from August 31st, 2011 thru February 6th, 2012 to investigate and resolve interest in conflict traceable to the presence of improper conduct that diverted from forbearance and injured Victim on the date of June 1st, 2011. However, from August 31st, 2011 thru February 6th, 2012 said attorney law group demonstrated inconsistent position that sat on the evidence and did nothing and injured Victim while representing to the contrary while the following incidental passing spawned.

14. On or about November, 2011, Wrongdoer filed a complaint with the Kershaw County Clerk of the Court of Common Pleas and commenced the instant civil upon allegations, that on June 1st, 2011 Victim failed to remit the requisite monthly installment and, that Victim failed to remit further installments thereafter thru November 1st, 2011 and thereby demonstrated an unwillingness to repay the loan as cause of injury, without more. The pleadings that supported the complaint failed to disclose the totality of the material facts that lead up to the date of injury claim that was dispositive to the claim of injury while, on the other hand, favorable to a definitive defense and a more positive outcome to Victim herein. This improper conduct violated Fed. Civ. P. Rule. 1 (pleadings must be construed to do substantial justice, inter alia) and therefore violated Victim's 1st, 4th, 8th, and 14th Amendment rights as of natural course.
15. Based upon the hearing record, from November 2011 thru February 1st, 2012 the proceedings progressed without bridle and or restraint to the detriment of Victim. On February 1st, 2012, a preconference hearing was held that resulted in abstencia and a granting of default summary judgment and order of sale that was executed on March 5th, 2012. Moreover, on February 6th, 2012 said law group demonstrated a willful unilateral abandonment of Victim, without more.
16. Upon information and belief, from August 31st, 2011 thru February 6th, 2012 "The David M. Green Law Group" injured Victim with improper attorney fraud practice liken to claims brought against said law group subsequent to abandonment of this Victim-client (see Angela Masheyeva, et al. v. The Law office of David M. Green, Esq., Nassau County Index no. 2815/12, Supreme Court: State of New York).
17. On or about February 12th, 2012, Victim demonstrated equitable conduct that personally contacted the presiding Justice, Hon. Jeffery M. Tzerman, J. Victim gave notice as to the extraordinary circumstances that underlined abstencia in the proceedings connected to CitiMortgage, Inc. v. Ellen R. Springer, Kershaw County case no. 2001-CP-28-0981 as above mentioned; along with inference, inter alia, that the proof of claim provided by Wrongdoer failed to establish the presence of holder in due course that therefore tainted the legal sufficiency of the order of default summary judgment entered February 1st, 2012 based upon an absence of jurisdiction and power to review, Ab initio.
18. Based upon evidence before the hearing record, on or about February 12th, 2012 Victim made the presiding justice aware that the neglect of the David M. Green Law Group was retained prior to the inception of the CitiMortgage Court and, that counsel

also injured her (victim) in the civil action matters of Eastern Savings Bank, FSB v. Walter Springer and Ellen Springer, Case no. 2011-CV-4431, U.S. Dist. Ct.: Eastern Dist. of N.Y.; and U.S. Bank National and Associates as Trustees v. Ellen Springer, Queens County index no. 6827/08. Said justice informed Victim, that S.C. Rule 60 [b] allows for relief from default summary judgment upon showing of extraordinary circumstances and legal argument that would justify such a granting of relief.

19. On June 4th, 2012 Victim filed an emergency Pro se application for order to show cause pursuant to S.C. Civ. P. Rule 60 [b]. Said emergency motion was brought subsequent to relief sought from February 2012 thru June 2012 in connection with injuries sustained in the Eastern Court, supra; and in the U.S. Bank Court, supra, traceable to the neglect of said attorney law group. The Eastern Court, supra, granted extension of time to answer the complaint in that civil foreclosure action matter five (5) months after the complaint was filed (see exhibit-C). The U.S. Bank Court, supra, granted Victim's emergency Pro se application for order to show cause based upon the presence of excusable neglect and upon showing that Victim would have been successful in defending against the action were it not for the same incidental passing of neglect traceable to the Green Law Group as claimed herein (see exhibit-D).
20. As for the instant case, said emergency motion for order to show cause and the supporting documents brought for review prima fascia allegations, inter alia, that Wrongdoer is not the holder in due course (see exhibit-E). The moving papers and supporting documents sustained the claim that the assignment held by Wrongdoer failed to name Wrongdoer as the party to whom interest was conveyed (see exhibit-B).
21. On July 9th, 2012 Victim appeared before the hearing court and recited the above material facts that led up to the date of the claim of injury (June 1st, 2012). Attorney William S. Koehler, from Rogers Townsend and Thomas, LLP, appeared for the Wrongdoer. Counsel made no effort to rebut the allegations of improper conduct raised before the hearing court. Ultimately, Counsel failed to represent and defend his Client's original claim of injury to show cause WHY Victim should be denied relief from default summary judgment pursuant to S.C. Rule 60 [b]. Instead, Attorney for Wrongdoer adopted use of the S.C. Procedural rule, that "The neglect of the attorney is the neglect of the Client" (Mitchell Supply Co. v. Gaffney, 297 S.C. 160 [Ct. App. 1988]). This demonstration of inconsistent position posed on the quest for the truth and rendered the results unreliable within the meaning of the Doctrine of equitable estoppel.

22. On July 9th, 2012 the hearing court jumped leaps and bound over the constitution to buy the side of the unclean hands of attorney for the Wrongdoer as proxy to deny emergency show cause relief (see exhibit-F). The hearing Court reasoned, in part, that wrongdoer would be highly prejudiced were the court to grant the relief warranted. This statement infers that Victim established her burden of proof that warranted the relief sought. However, the decision of the hearing Court infers, that "Corporate interest" outweighs the constitutional due process rights and safeguards that guarantee of the Public to be free from arbitrary and caprice proceedings of a judicial nature, Res judicata.
23. On August 20th, 2012 Victim filed an emergency Pro se motion for equitable estoppel combined with emergency motion for reconsideration base upon newly discovered evidence. Victim showed the hearing court, that it is well established under S.C. law that the rule, the neglect of the attorney is the neglect of the client, "Is not applied" in cases where counsel demonstrates a willful unilateral abandonment of the client (citing Graham v. Town of Loris, 272 S.C. 442 [1978]).
24. On August 20th, 2012 Victim showed the hearing court that it was improper to impute the neglect of a proven predatory attorney to her (victim) as proxy for denial of relief. Victim showed the hearing court that bought the side of the unclean hands of attorney for Wrongdoer, therefore, also had unclean hands and was therefore barred from denying relief as a matter of course. It is plausible to say that said justice of the CitiMortgage court, supra, improperly reviewed said emergency motion based upon the inherent conflict of interest.
25. On September 10th, 2012 the hearing court improperly denied equitable estoppel relief, nonetheless (see exhibit-G).
26. On September 21st, 2012 Victim filed pro se notice of appeal combined with application for stay and relief from turn over. This Court denied relief that allows (1) stay and (2) relief from turnover on September 25th, 2012 without prejudice.
27. Victim is a resident of the State Of New York and was, for this reason and at the time, foreign to the laws of S.C. Victim has acquainted herself with the S.C. Civ. P. Rules and believes the instant renewed application to be more friendly to South Carolina practice of law.
28. The entire aforementioned is supported by (1) the moving papers and supporting documents annexed thereto (see exhibit-E), and (2) is further supported by the annexed transcript of hearing akin to the July 9th, 2012 hearing held upon Victim's emergency Pro se order to show cause (see exhibit-H).

29. Accordingly, on July 9th, 2012, the unclean hands of Wrongdoer failed to establish their burden of proof that they are in fact the holder in due course and, therefore, failed to sustain the presence of legal standing to bring this action, Ab initio, and that jurisdiction requirements were met at the time this action was commenced. For this reason, the mortgage allegedly held by the unclean hands of wrongdoer, that was foreclosed upon on February 1st, 2012, is a wholly unsecured lien against "The property", Res judicata, that, therefore, renders the proceedings held herein to date arbitrary and caprice and an abuse of the judicial process that warrants the relief sought herein on the facts and on the law.

WHEREFORE, Plaintiff prays that this Court enter judgment:

1. That order of relief pursuant to FRAP 8 [a] [2] (relief from turnover) be binding upon all of Creditor's assignees, transferees, servicers and any other successors in interest;
AND
2. That the order be binding upon all of Creditor's assignees, transferees, servicers and any other successors in interest;
AND
3. For such other and further relief, at law or in equity, as the court may deem just and proper.

DATED: October 1st, 2012



Mrs. Ellen R. Springer, Appellant, Pro se.

EXHIBIT-A



ROGERS TOWNSEND
ATTORNEYS AT LAW

ROGERS TOWNSEND & THOMAS, PC
DEFAULT SERVICES DEPARTMENT

POST OFFICE BOX 100200 (29202)
220 EXECUTIVE CENTER DRIVE
COLUMBIA, SOUTH CAROLINA 29210
P 803 744 4444 F 803 343 7013
WWW.RTT-LAW.COM

September 4, 2012

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

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

Dear Judge Tzerman:

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

Sincerely yours,

Robert P. Davis
Attorney for Plaintiff

DSS/kl

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

Handwritten initials

FORM 4

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

JUDGMENT IN A CIVIL CASE
CASE NUMBER 2011CP2800981

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

PLAINTIFF(S)	DEFENDANT(S)
Submitted by:	Attorney for: <input type="checkbox"/> Plaintiff <input type="checkbox"/> Defendant <input type="checkbox"/> Self-Represented Plaintiff

DISPOSITION TYPE (CHECK ONE)

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

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

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

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

ORDER INFORMATION

This order ends does not end the case.

Additional Information for the Clerk:

Handwritten signature

cc: Power Springer 9/11/12

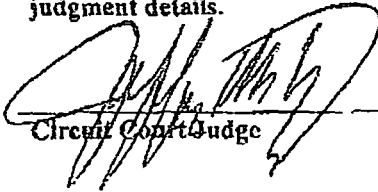
INFORMATION FOR THE JUDGMENT INDEX

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

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

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

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


Circuit Court Judge

3050
Judge Code

9/10/2012
Date

For Clerk of Court Office Use Only

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

Mary R. Powers PO Box 100200 Columbia, SC 292023200

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

Joyce McDonald - Clerk of Court

Court Reporter

#2

Re: CitiMortgage v. Ellen Springer. 11-CP-28-0981. RTT File: 011654-0559 **FOR RECORD**

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

2012 SEP 11 AM 8:22

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

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

Kathryn Howell
Contested Foreclosure Paralegal

Direct 803.744.1318
Fax 803.343.7013

Rogers Townsend & Thomas, PC
220 Executive Center Dr.
Columbia, SC 29210

Main 803.771.7900
Visit [rti-law.com](http://www.rti-law.com) <<http://www.rti-law.com>>

EXHIBIT-B

00592

840005PG150

FILED FOR RECORD

91 JAN -3 PM 1:16

STATE OF SOUTH CAROLINA)
COUNTY OF Mershaw)

CES # 2636863 W GARDSON
CLERK OF COURT
MERSHAW COUNTY, S.C.

For Value Received, Citizens and Southern Mortgage Corporation hereby transfers, sets over and assigns to

C & S Real Estate Services, Inc.
its successors and assigns, all our rights, title and interest in and to a certain Mortgage, together with the Note thereby secured, executed by Ellen R. Springer

dated of even date herewith and duly recorded in the Public Records of Mershaw County, South Carolina contemporaneously with the recording of this assignment of Mortgage, said Mortgage having an original principal balance of \$70,065.00. *with Bk 5, pg. 145*

WITNESS our hand and seal this 3 day of January 1991.

Signed, Sealed and Delivered in the presence of:

Citizens and Southern Mortgage Corporation

Barton A. Fowler
Jessie W. Rowlett

By: Deanna H. Hill
Assistant Vice President
By: Christine J. Burchell
Assistant Secretary

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

Personally appeared before me the undersigned witness and being duly sworn states that (s)he saw Citizens and Southern Mortgage Corporation by its duly authorized officers, sign, seal and as the assignor's act and deed deliver the foregoing assignment and that (n)he with the other witness subscribed above witnessed the execution thereof.

Sworn and Subscribed before me this 3 day of January 1991.

Barton A. Fowler
Notary Public for South Carolina

NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission expires March 2, 1994
CS 07-001 (8/88)

*Mailed
11/14/91
Hudson & Puckey 00592
Reserve Place Suite 202
9539 Turo Hatch Rd.
Columbia SC 29223*

007236

BK 0656 PG 080

Recording Requested By / Return To:

Peele Corporation
1692 Dell Avenue
Campbell CA 95008

FILED FOR RECORD
09 JUL 20 AM 9:27
JOYCE Mc DONALD
CLERK OF COURT
Kershaw County, S.C.

Assignment of Mortgage

For Good and Valuable Consideration, the sufficiency of which is hereby acknowledged, the undersigned, NATIONSBANC MORTGAGE CORPORATION, a Texas corporation AS SUCCESSOR BY MERGER WITH NATIONSBANC REAL ESTATE SERVICES, INC., F/K/A C & S REAL ESTATE SERVICES, INC., F/K/A CITIZENS AND SOUTHERN COMMERCIAL CORPORATION, F/K/A CITIZENS AND SOUTHERN FINANCIAL CORPORATION, F/K/A CITIZENS AND SOUTHERN MORTGAGE COMPANY whose address is 101 East Main St., Ste 400, Louisville, KY 40202 (Assignor)

by these presents does convey, grant, bargain, sell, assign, transfer and let over the described mortgage, together with the certain note(s) described therein with all interest, all liens, and any rights due or to become due thereon to:

GMAC MORTGAGE CORPORATION, a Pennsylvania corporation 100 Wilmer Road, P.O. Box 963, Horsham, PA 19044-0963 (Assignee)
Said mortgage is recorded in the State of SC, County of Kershaw on 01/03/91 as Instrument/Series/Id: 00591 Book/Vol/Liber 0605 on page 145
Original Mortgagor: ELLIEN R. SPRINGER
Original Mortgagee: CITIZENS AND SOUTHERN MORTGAGE CORPORATION

Date of mortgage: 01/03/91

IN WITNESS WHEREOF, the undersigned corporation has caused this instrument to be executed as a sealed instrument by its proper officer who was duly authorized by a resolution of its board of directors.

Dated: March 3, 1998
NATIONSBANC MORTGAGE CORPORATION



By: Debbie Golisano
Debbie Golisano
Vice President

Ruth Rubio
Witness: Ruth Rubio

State of California
County of Santa Clara

Laura Donofrio
Witness: Laura Donofrio

Personally appeared before me Laura Donofrio and made oath that he/she saw the within named NATIONSBANC MORTGAGE CORPORATION, by Debbie Golisano, Vice President, sign, seal and as their act and deed deliver the within written instrument and that he/she with Ruth Rubio witnessed the due execution thereof. Sworn before me this March 3, 1998.

Laura Donofrio
Witness: Laura Donofrio

Diane Gorcey
Notary: Diane Gorcey
My Commission Expires December 1, 2000



Prepared by: R. S. Stone, Peele Management Corp., P.O. Box 1710, Campbell, CA 9501
Pool: 00278950CD 1st LN#: 0002636868 2nd LN#: 306020272 investor #: 00026368
FINAL SA.final natio583 50583 2 030958 Inv# 1 DEF GNM 325 39-055 !C Kershaw

Filed to Peele Corporation
1692 Dell Avenue
Campbell CA 95008

FILED FOR RECORD 07/20/1998
AT 09:27: BOOK 0656 PAGE 0080
Joyce McDonald-Clerk of Court - RMC
Kershaw County Courthouse 0007236

Document Prepared by:
DCCX ASSIGNMENT SERVICES
When Recorded Mail to:
DCCX
20 South Limestone Sts 220
Springfield, OH 45502
937-328-7991

EC:
EC2:
LEGAL:
Film #:

6045 BK1013 PG71

FILED FOR RECORD 06/25/2001
AT 11:38:23AM BOOK 01013 PAGE 0071
Joyce McDonald - Clerk of Court - RMC
Kershaw County Courthouse - Paducah

Project No.:
Assignor No.:
Assignee No.:
Pool No.:
PDM/Tax ID #:
Investor No.:
Property Address:
18 ARLINGTON DRIVE
LITOTT SC 29079

This space for Recorder's Use Only

ASSIGNMENT OF MORTGAGE

For good and valuable consideration, the sufficiency of which is hereby acknowledged,
GMAC Mortgage Corporation, a Pennsylvania Corporation

whose address is: 3451 Hammond Avenue, Waterloo, IA 50702
by these presents does convey, grant, bargain, sell, assign, transfer and set over to:
ABN AMRO Mortgage Group, Inc., a Delaware Corporation


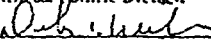
whose address is: 2600 W. Big Beaver Road, Troy, MI 48064
the described Mortgage, together with the certain note(s) described therein with all interest,
all liens, and any rights due or to become due thereon.

Said Mortgage is recorded in the State of **SOUTH CAROLINA** County of
KERSHAW Official records on **01/03/91** as Document No.:
591 in Book: **0005** at Page:
145 on Certificate No:

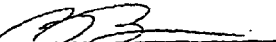
Original Loan Amount: \$ **700,500** Loan Date: **01/03/91**
Original Mortgagor: **ELLEN R SPRINGER**

Original Mortgagee: **CITIZENS AND SOUTHERN MORTGAGE CORPORATION**

In Witness Whereof, the Assignor has caused these presents to be signed in its corporate name
on behalf of its Vice President **GMAC Mortgage Corporation, a Pennsylvania Corporation**
This **06/06/01** but effective **06/04/2001** Corporation

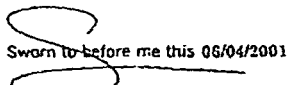

Witness **Bonnie Dietsch**

Witness: **Debra L. Wilson**

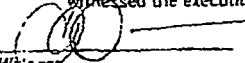



Beverly Bigelow
Vice President

FILED FOR RECORD 06/25/2001
AT 11:38:23AM BOOK 01013 PAGE 0071
Joyce McDonald - Clerk of Court - RMC
Kershaw County Courthouse
000006045

State of **Ohio**
County of **Clark**
Personally appeared before me **Sheila A. Wilson** the undersigned witness
Connie Dietsch and made oath that (s)he
saw the within named Officer sign, seal, and as their act
and deed, deliver the within written Assignment: and that **Connie Dietsch**
(s)he with the other witness **Debra L. Wilson** witnessed the execution thereof.


Sworn to before me this **06/04/2001**


Witness
Connie Dietsch



Notary Public, State of Ohio
Sheila A. Wilson
My commission expires: **02/02/2003**

Document prepared by:
DCCX Assignment Services



GNMA

DCCX
The Educator Center
30 South Limestone St
Suite 220
Springfield, OH 45502

BK0005PG145

FILED FOR RECORD

91 JAN -3 PM 1:45

MATILDA W. GOODESEN
CLERK OF COURT
BERSHAW COUNTY, S.C.

FHA MORTGAGE

STATE OF SOUTH CAROLINA

FHA CASE NO. []

This Mortgage ("Security Instrument") is given on January 3, 19 91
The Mortgagor is

ELLEN P. SPRINGER

whose address is 18 Arlington Drive, Lugoff, South Carolina 29078

("Borrower"). This Security Instrument is given to
Citizens and Southern Mortgage Corporation

which is organized and existing under the laws of Florida, and whose
address is P.O. Box 656, Tucker, GA 30085-0656

("Lender"). Borrower owes Lender the principal sum of

Seventy Thousand Sixty Five and 00/100 Dollars (U.S. \$ 70,065.00)

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on March 1, 2021. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 6 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in Kirribee County, South Carolina:

See Exhibit "A" attached

which has the address of 18 Arlington Drive, Lugoff, South Carolina 29078 (City) (Street) (Zip Code) ("Property Address");

TO HAVE AND TO HOLD this property unto Lender and Lender's successors and assigns, Forever, Together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

1/14/91
7/20/88
pg 80
pg 71
a55n BK 656
a55n BK 1013
Mailed
11/14/91
Hawthorn & Peabey, Att's
Hoyers Place Suite 202
9357 W. Natchez Rd.
Columbia SC 29223

For Assignment see Bl. 5, Pg 150

BK00056145

1. **Payment of Principal, Interest and Late Charge.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

2. **Monthly Payments of Taxes, Insurance and Other Charges.** Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, an installment of any (a) taxes and special assessments levied or to be levied against the Property, (b) household payments or ground rents on the Property, and (c) premiums for insurance required by Paragraph 4.

Each monthly installment for items (a), (b) and (c) shall equal one-twelfth of the annual amounts, as reasonably estimated by Lender, plus an amount sufficient to maintain an additional balance of not more than one-sixth of the estimated amounts. The full annual amount for each item shall be accumulated by Lender within a period ending one month before an item would become delinquent. Lender shall hold the amounts collected in trust to pay items (a), (b) and (c) before they become delinquent.

If at any time the total of the payments held by Lender for items (a), (b), and (c), together with the future monthly payments for such items payable to Lender prior to the due dates of such items, exceeds by more than one-sixth the estimated amount of payments required to pay such items when due, and if payments on the Note are current, then Lender shall either refund the excess over one-sixth of the estimated payments or credit the excess over one-sixth of the estimated payments to subsequent payments by Borrower, at the option of Borrower. If the total of the payments made by Borrower for item (a), (b), or (c) is insufficient to pay the item when due, then Borrower shall pay to Lender any amount necessary to make up the deficiency on or before the date the item becomes due.

As used in this Security Instrument, "Secretary" means the Secretary of Housing and Urban Development or his or her designee. Most Security Instruments insured by the Secretary are insured under programs which require advance payment of the entire mortgage insurance premium. If this Security Instrument is or was insured under a program which did not require advance payment of the entire mortgage insurance premium, then each monthly payment shall also include either: (i) an installment of the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary. Each monthly installment of the mortgage insurance premium shall be in an amount sufficient to accumulate the full annual mortgage insurance premium with Lender one month prior to the date the full annual mortgage insurance premium is due to the Secretary, or if this Security Instrument is held by the Secretary, each monthly charge shall be in an amount equal to one-twelfth of one-half percent of the outstanding principal balance due on the Note.

If Borrower tenders to Lender the full payment of all items secured by this Security Instrument, Borrower's account shall be credited with the balance remaining for all installments for items (a), (b) and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b) and (c).

3. **Application of Payments.** All payments under paragraphs 1 and 2 shall be applied by Lender as follows:
FIRST, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium, unless Borrower paid the entire mortgage insurance premium when this Security Instrument was signed;
SECOND, to any taxes, special assessments, household payments or ground rents, and fire, flood and other hazard insurance premiums, as required;
THIRD, to interest due under the Note;
FOURTH, to amortization of the principal of the Note;
FIFTH, to late charges due under the Note.

4. **Fire, Flood and Other Hazard Insurance.** Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in Paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in Paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

5. **Preservation and Maintenance of the Property, Leaseholds.** Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the property if the property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned property. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

6. **Charges to Borrower and Protection of Lender's Rights in the Property.** Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in Paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by Paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in Paragraph 2.

Any amounts disbursed by Lender under this Paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the due of disbursement, at the Note rate, and at the option of Lender, shall be immediately due and payable.

7. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to meet Lender's obligations under the Note and this Security Instrument, and then to prepayment of principal. Any application of any delinquent amounts applied in the order provided in Paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in Paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

8. **Fees.** Lender may collect fees and charges authorized by the Secretary.

9. Grounds for Acceleration of Debt.

BK11005 PG 147

- (a) Default. Lender may, except as limited by regulations issued by the Secretary in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:
- (i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or
 - (ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.
- (b) Sale Without Credit Approval. Lender shall, if permitted by applicable law and with the prior approval of the Secretary, require immediate payment in full of all the sums secured by this Security Instrument if:
- (i) All or part of the Property is otherwise transferred (other than by devise or descent) by the Borrower, and
 - (ii) The Property is not occupied by the purchaser or grantee as his or her primary or secondary residence, or the purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary.
- (c) No Waiver. If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.
- (d) Regulations of HUD Secretary. In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

10. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorney's fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time of payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successor in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 9.b. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the term of this Security Instrument or the Note without that Borrower's consent.

13. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

14. Governing Law; Severability. This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

15. Borrower's Copy. Borrower shall be given one conformed copy of this Security Instrument.

16. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph 16.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

Case No. 18
NORR-Ride

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows: **17. Predefault Procedure.** Lender, at its option may require immediate payment in full of all amounts due under this Security Instrument without further demand and may foreclose on this Security Instrument by **NOTICE OF SALE** and proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 17, including, but not limited to, reasonable attorney's fees and costs of the judgment. All of which shall be additional sums secured by this Security Instrument.

18. Release. Upon payment of all sums secured by this Security Instrument, this Security Instrument shall become null and void. Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any restoration costs.

19. Waiver. Borrower waives all rights of demand except as provided in this Paragraph. Borrower waives the right to assert any cause preventing payment of this Security Instrument up to one hundred fifty percent (15%) of the original principal amount of the Note plus interest thereon, attorney's fees and court costs.

20. Rider Address. The lien of this Security Instrument shall survive the existing indebtedness under the Note and any future advances made under this Security Instrument up to one hundred fifty percent (15%) of the original principal amount of the Note plus interest thereon, attorney's fees and court costs.

Borrower agrees that should this Security Instrument and the note secured hereby not be eligible for insurance under the National Housing Act within 60 days from the date hereof, Lender may, at its option and notwithstanding anything in Paragraph 9, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary shall be deemed conclusive proof of such insolvency. Notwithstanding the foregoing, this option may not be exercised by Lender unless the insolvency of insurance is solely due to Lender's failure to fund a mandatory insurance premium to the Secretary.

Riders to this Security Instrument. If one or more riders are attached by Borrower and recorded together with this Security Instrument, the contents of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were in a part of this Security Instrument. [Check applicable box(es)].

- Condominium Rider
- Adjustable Rate Rider
- Growing Equity Rider
- Planned Unit Development Rider
- Graduated Payment Rider
- Other

BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in this Security Instrument said in any rider(s) executed by Borrower and recorded with it.

WITNESSES

Charrell G. Parker (Seal)
Eliam R. Springer
Borrower

James W. Haddock (Seal)
Borrower

Borrower (Seal)

STATE OF SOUTH CAROLINA
Richard County is:

Before me personally appeared Susan W. Haddock

whom I know to be the person whose name is subscribed to the foregoing instrument, and she acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 3rd day of January, 1991.

Charrell G. Parker (Seal)
James W. Haddock

Notary Public for South Carolina
My Comm. Iss. 12/15/89 Expires: 05-13-92

Exhibit "A"

BK0005PG149

All that piece, parcel or lot of land, with improvements thereon, lying, situate and being in the State of South Carolina, County of Kershaw, located near Lugoff in Arlington Subdivision, fronting on the East Side of Arlington Drive for a distance of 120.96 feet and extending back therefrom in an easterly direction for a distance of 152.60 feet on its Northern boundary and a distance of 156.91 feet on its Southern boundary, with its rear or eastern boundary measuring 88.19 feet and being bounded as follows: North by Lot No. A-2; East by property now or formerly of Bowers; South by property now or formerly of Campbell; and, West by Arlington Drive, all as shown on the plat hereinafter referred to.

The above described property is more particularly shown and designated as Lot No. A-1, Arlington Subdivision on that plat prepared for Ellen R. Springer by Polson Surveying Co., Inc. dated December 1, 1990, and recorded in the Office of the Clerk of Court for Kershaw County in Plat Book 5, Page 144.

EXHIBIT-C

Eastern Savings Bank, FSB,
Plaintiff,

Docket Number:
11-CV-04431-ERK

against

Walter Springer, Et al,
Defendant, Pro Se.

**DEFENDANT'S ANSWER
TO THE COMPLAINT: Court
Lacks subject matter: Plaintiff
Lacks standing: Uncognizable
Claim Intentionally Filed**

DEFENDANT'S OBJECTION TO CLAIMS OF EASTERN SAVINGS BANK, FSB

COMES NOW, Walter Springer, *Pro Se*, and files this Objection and definitive defense and represents that this Honorable Court lacks "Subject-Matter" jurisdiction and "Plaintiff, Eastern Savings Bank, F.S.B., lacks standing to bring the instant action and that Plaintiff's "Proof of Claim" as filed on September, 2011 (photo copies) and as recorded in the County Clerk's Office on December 12, 2007, under CRFN: 2007000609672 is counterfeit and insufficient to sustain this action (UCC Art. III), and states, that the same is prima facia evidence of Defendant's Objection to this action, and represent and says the following:

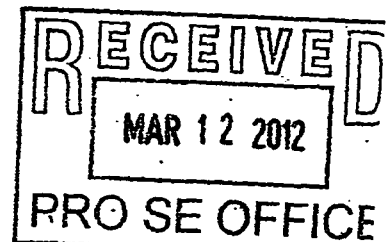
I

ADMISSIONS AND DENIALS

1. Comes Now, Walter Springer, Defendant, Pro Se, in a special limited appearance, without granting jurisdiction, to report that the Plaintiff has wholly failed to prove its claim via private correspondence.
2. Therefore, Defendant denies all allegations and demands that Plaintiff completely validates and verifies the alleged debt and prove lawful standing to foreclose.
3. The Defendant hereby exercises his lawful right to demand proof of claim and the production of documents.
- 4.

DEFENDANT'S REQUEST FOR PRODUCTION OF DOCUMENTS

5. Produce the original unadulterated Promissory Note and Mortgage or deed of trust and all assignments, applicable.



**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK**

EASTERN SAVINGS BANK, FSB,

Plaintiff,

-against-

WALTER SPRINGER, et al.,

Defendants.
_____X

ORDER

11-CV-4431 (ERK)

An initial conference will be held in this case at 11:30 a.m. on April 11, 2012, before United States Magistrate Judge Roanne L. Mann, in Courtroom #13C-S, at 225 Cadman Plaza East, Brooklyn, New York. **Counsel for all parties (and any pro se parties) must be present.**

Plaintiff's counsel is requested to confirm with defendant's counsel that all necessary participants are aware of this conference. In the event an answer has not yet been filed at the time this Order is received, plaintiff's counsel is to notify counsel for the defendant of this conference as soon as an answer is filed, or as soon as plaintiff's counsel learns the identity of defense counsel, whichever occurs first. Plaintiff's counsel is to notify the undersigned, in writing, at least two days before the scheduled conference, if an answer still has not been filed. Requests for adjournments will not be considered unless made at least forty-eight (48) hours before the scheduled conference.

PRIOR TO THE CONFERENCE, THE PARTIES ARE TO COMPLY WITH THE REQUIREMENTS UNDER RULE 26(f) OF THE FEDERAL RULES OF CIVIL PROCEDURE. The parties shall meet at least five business days before the initial conference to discuss the matters specified in Fed. R. Civ. P. 26(f) and 16(b); counsel shall also discuss (1) the scope of any anticipated electronic discovery, the preservation of electronically stored

data, and the cost of locating, maintaining and producing that data, and (2) whether any party will rely upon expert testimony and, if so, whether counsel are able to reach an agreement on how material exchanged between counsel and any expert witness will be treated, and in particular whether draft expert reports and written and electronic communications between expert witnesses and counsel will be retained. Counsel shall then complete the attached questionnaire. No written report or discovery plan required by Rule 26(f) need be filed with the Court, but the completed questionnaire must be brought to the conference. At least two days prior to the conference, the parties shall also exchange the names and, if known, the addresses and telephone numbers of persons who are likely to have knowledge of discoverable information relevant to dispute facts, and comply with the automatic disclosure requirements in Rule 26(a)(1) of the Federal Rules of Civil Procedure.

Additional discovery may commence prior to the initial conference.

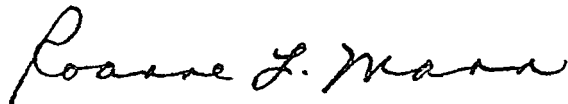
At the initial conference, counsel shall be **fully prepared** to discuss this matter and any questions regarding this case, including jurisdiction, venue, schedules for discovery and for trial, and settlement. Counsel shall be prepared to stipulate to facts as to which there is no genuine dispute: e.g., the time and place of events that are the subject of the litigation, the owners and operators of the instrumentalities or property involved, the status of the parties, the extent of any insurance coverage and whether required administrative procedures have been followed, required notices given, and reports made.

All cases have been assigned to the Court's Electronic Case Filing Program. The parties shall file all future submissions electronically. It is the responsibility of the parties to regularly monitor the status of their cases to avoid missing deadlines and court appearances.

It is also the responsibility of the parties to comply with the Individual Rules of the judges assigned to this case.

SO ORDERED.

**Dated: Brooklyn, New York
March 14, 2012**

A handwritten signature in cursive script that reads "Roanne L. Mann".

**ROANNE L. MANN
UNITED STATES MAGISTRATE JUDGE**

DOCKET NO: 11-CV-4431 (ERK)

CASE: Eastern Savings Bank, FSB v. Walter Springer, et al.

- INITIAL CONFERENCE
- DISCOVERY CONFERENCE
- SETTLEMENT CONFERENCE
- OTHER/ORDER TO SHOW CAUSE
- FINAL/PRETRIAL CONFERENCE
- TELEPHONE CONFERENCE

FOR PLAINTIFF: Jason Labowitz

FOR DEFENDANT: ^(pro se) Walter Springer

DISCOVERY TO BE COMPLETED BY _____

NEXT _____ CONFERENCE SCHEDULED FOR _____

JOINT PRE-TRIAL ORDER TO BE FILED VIA ECF BY _____

PL. TO SERVE DEF. BY: _____ DEF. TO SERVE PL. BY: _____

NOTICES: PLEASE TYPE THE FOLLOWING ON DOCKET SHEET

Pro se defendants are in the process of retaining counsel, who shall file a notice of appearance by April 16, 2012.

Plaintiff's counsel and defense counsel (or *pro se* defendants, if no notice of appearance has been filed) are directed to confer and to file a proposed schedule for discovery and other proceedings by April 20, 2012.

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

-----X Docket#
EASTERN SAVINGS BANK, FSB, : 11-cv-4431-ERK-RLM
Plaintiff, :
: U.S. Courthouse
- versus - : Brooklyn, New York
SPRINGER, et al., :
Defendant : April 11, 2012
-----X

TRANSCRIPT OF CIVIL CAUSE FOR INITIAL CONFERENCE
BEFORE THE HONORABLE ROANNE L. MANN
UNITED STATES MAGISTRATE JUDGE

A P P E A R A N C E S:

For the Plaintiff:

Jason Leibowitz, Esq.
Kriss & Feuerstein LLP
360 Lexington Avenue
Suite 1200
New York, NY 10017

For the Defendant:

Walter Springer, pro se
147-21-109th Avenue
Jamaica, NY 11435

Transcription Service:

Transcriptions Plus II, Inc.
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Seaford, N.Y. 11783
Transcriptions2@verizon.net

Proceedings recorded by electronic sound-recording,
transcript produced by transcription service

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK**

-----X
EASTERN SAVINGS BANK, FSB,

Plaintiff

v.

**WALTER SPRINGER, ELLEN SPRINGER,
CRIMINAL COURT OF THE CITY OF NEW
YORK, NEW YORK CITY ENVIRONMENTAL
CONTROL BOARD, CAPITAL ONE BANK (USA),
N.A., DISCOVER BANK and "JOHN DOE #1
through JOHN DOE #12", the last twelve names being
fictitious and unknown to Plaintiff, the persons or
parties intended being the tenants, occupants, persons
or corporations, if any, having or claiming an interest
upon the premises described in the Complaint,**

Defendants.
-----X

Civil Case No.: 1:11-cv-04431-ERK-RLM

Hon. Magistrate Judge Roanne L. Mann

**JOINT PROPOSED
DISCOVERY PLAN**

*The Court adopts
the parties' proposed
schedule for discovery
and dispositive motions.*

SO ORDERED:

/s/

*Roanne L. Mann
U.S. Magistrate Judge
Dated: 4/23/12*

1. Set forth the name of each attorney appearing, the firm name, address and telephone number and facsimile number of each, designating the party represented

a. Jason S. Leibowitz, Esq.
Kriss & Feuerstein, LLP
Attorneys for Plaintiff Eastern Savings Bank, fsb ("Eastern")
360 Lexington Avenue, Suite 1200
New York, New York 10017
212.661.2900
212.661.9397 facsimile

b. Walter Springer ("Springer")
Defendant - pro se
147-21 109th Avenue
Jamaica, NY 11435
716.205.7867
718.298.5867 facsimile

2. Date for completion of factual discovery: 11/30/12


3. Types of contemplated dispositive motions: Motion for Summary Judgment (Plaintiff)

4. Dates for filing/serving contemplated dispositive motions: Eastern shall serve its motion on or before May 23, 2012, Springer's opposition will be served by June 20, 2012, and Eastern's Reply will be served by July 5, 2012.

Dated: April 20, 2012

KRISS & FEUERSTEIN, LLP

BY:


JASON LEIBOWITZ (AL6718)
Attorneys for Eastern Savings Bank, f/b
360 Lexington Avenue, Suite 1200
New York, New York 10017
(212) 661-2900

By:


WALTER SPRENGER
Defendants - Pro Se
147-21 109th Avenue
Jamaica, NY 11435
(716) 205-7867

EXHIBIT-D

SEQUENCE NO. 4

17 for IAS Part 14

At IAS Part 14 of the Supreme Court
Of the State of New York, held in and
For the County of Queens at the
Courthouse thereof, 88-11 Sutphin
Blvd, Jamaica, New York, on
The 17th day of March, 2012.

DATE

PRESENT HON. DAVID ELLIOT

PRESENT: HON. **HON. DAVID ELLIOT**

Justice of the Supreme Court

U.S. Bank National as Trustees,

Plaintiff,

Vs

Ellen Springer, Et al.,

Defendant, Pro se.

Index No. 6827/08

ORDER TO SHOW CAUSE WITH T.R.O.

IN CIVIL ACTION PURSUANT TO CPLR

3211 (a) Subd.(7) As Provisioned Thru

C.P.L.R ARTICLE 78 Sec. (a) Subd. (2)(3)(4)

Civil Foreclosure Fraud: Invalid assignment:

Uncognizable Claim and Fraud Perpetuated

On This Court. Sanctions Rule (6)

Upon reading and filing of the Affidavits (A-foreclosure fraud) and (B-invalid loan assignment) of Ellen Springer, sworn to on the 15 day of March, 2012, and upon the exhibits attached to the affidavit (orders of Justice Aspen, JJ (U.S. Dist. Ct.: Northern Dist. Ct. of Ill [Jan., 2006 thru Jan., 2011-injunction rescinded]) (Federal jurisdiction over subject matter of this action) and Defendant's Class Notification (Received Jan., 2011):

Let the Plaintiff or their attorney(s) show cause at IAS Part 14, Room 501 of this Court, to be held at the Courthouse located at 88-11 Sutphin Blvd, Jamaica, New York, and County of Queens on the 3rd day of April, 2012, at 9:30 o'clock in the am or as soon as Defendant may be heard why an order should not be made granting the following relief:

A. Emergency Order of injunctive relief to:

- a. Cure this Court's constructive contempt for Federal jurisdiction over subject matter to this action, ab initio; and
- b. Cure this Court's injury and liability to this "Unknown Defendant class action member {In Re Ameriquest, a.k.a. Argent Mortgage Litigation, 05-CV-07970 (filed

DATE

Jan., 2006 and decided Jan., 2010 w/notice to defendant Jan., 2011)) for erroneous proceedings held herein to date that did produce Order of summary judgment and sale of property (Nov., 2008) executed December 9th, 2011 which is sufficient grounds for relief recognized by law; and

- B. Issue emergency Order for Injunctive Relief and stay eviction process (Exhibit-A) for Good Cause and,
- C. Thereafter, issue Order to Show Cause, pursuant to C.P.L.R. 3211 Sec. (a) Subd. (7), why this court should not to reverse and rescind sale of Defendant's Property [(Dec. 9th, 2011] See Exhibit-B) and Vacate Summary Judgment (Nov., 2008 [see Exhibit-C]) and dismiss the uncognizable complaint (filed Mar., 2012) [Exhibit-E] with prejudice based on well documented motion, and without cause for hearing to determine the facts, Pursuant to CPLR 3211 (a): Subd.(7); Cannon Law; U.S. Const. Amend. 4th, and 14th; and UCC, Art. III; CPLR 3211 (a): Subd. (7); CPLR Art. 78 (a): Subd. (2)(3)(4); U.S. Bank National as Trustees v. Harper, 51-CA-6684-ES (2011); Brady v. Maryland, 373 U.S. 83 (1963); and Wong Sung v. United States, 371 U.S. 471 (1963); and
- D. Enter Order pursuant to Rule (6) and sanction Plaintiff, their agents and predecessors and the Court appointed Referee for:
 - a. Fraud perpetuated on this court that violated defendant's Federal right to be free from unlawful seizures of her persons and effects and from cruel and unusual punishment; and
 - b. (2) Civil Foreclosure Fraud, Extortion and Theft of Property (2nd Degree Class B Felony) as evidenced by the confirmatory deed currently within Plaintiff's possession; and
 - c. (1) conspiracy to aid and abet contract fraud and mortgage fraud (TILA and RESPA violations-inseparable incident to the Note) and
- E. Enter Sanctions against Plaintiff, their attorney agent and predecessors for aiding and abetting Civil foreclosure fraud, inter alia, by willful diversion of duty to disclose known inflammatory evidence indicative of:
 - a. (1) Plaintiff's invalid and unenforceable assignment, and (2) Plaintiff's

failure to state a claim recognized by law, and (3) standing to bring this action, ab initio; and

- b. This Court's (1) lack of authority to review this matter, and (2) Federal review and jurisdiction over subject matter of Defendant's loan at the time this action commenced; and
- c. Definitive defense to this action favorable to this Defendant; and
- d. Repeated filings of uncognizable claims and State wide abuse of the Judicial process to facilitate sophisticated crimes of foreclosure fraud against the unsophisticated Public borrower in violation of, inter alia, R.I.C.O. Laws (Racketeering); and

F. Issue Order in line to:

- a. expunge reference of this matter, inter alia, from defendant's credit profile and
- b. Order return of Defendant's personal, unadulterated, wet ink Note and or proceeds owed to Defendant for use thereof by Plaintiff for profit and gain; and
- c. Order that confirmatory deed held by Plaintiff be deemed null and void: and, furthermore, that deed to 145-35 109th Avenue, Jamaica New York be restored to this defendant as of course; and
- d. Order that Defendant be allowed to amend this application with supplemental requests for additional sanctions ; AND

G. WHY Ellen Springer, the Defendant, Pro-se, appearing in this special proceeding, without granting jurisdiction, to report fraud, should not have such other and further relief as may be just, proper and equitable in the best served interest of the Public.


Pending the hearing of this motion it is ORDERED that the Eviction Process incidental to this proceeding, be stayed.

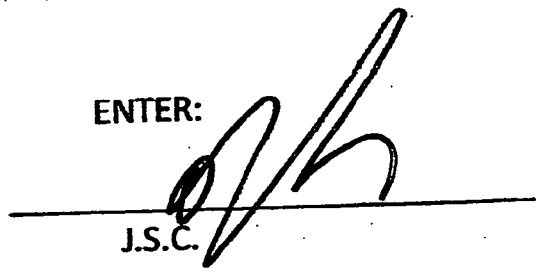
Sufficient cause appearing therefor, let personal service of a copy of this Order, and the other papers upon which this order is granted, upon the Plaintiff's attorney by overnight mail on or before the 27th day of March, 2012 be deemed good and

and the

No
Sh
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gives
States
applicant
would be
made on
April 3, 2012

sufficient. An affidavit or other proof of service shall be presented to this court on the return date directed in the second paragraph of this Order.

DATED:  2012.

ENTER: 

J.S.C.



SEQUENCE NO. 5

At IAS Part 14 of the Supreme Court
Of the State of New York, held in and
For the County of Queens at the
Courthouse thereof, 88-11 Sutphin
Blvd, Jamaica, New York, on

Date The 16 day of April, 2012.

PRESENT: HON. HON. DAVID ELLIOT

Justice of the Supreme Court

U.S. Bank National as Trustees,

Plaintiff,

Vs

Ellen Springer, Et al.,

Defendant, Pro se.

Index No. 6827/08

**RENEWED EMERGENCY MOTION
FOR ORDER TO SHOW CAUSE WHY
EVICITION PROCESS SHOULD NOT BE
STAYED PENDING FINAL DECISION ON
ORDER TO SHOW CAUSE
(April, 27th, 2012)**

Upon reading and filing of the Affidavits of Ellen Springer, sworn to on the _____ day of April, 2012, and upon the exhibits attached to the affidavit (Satisfaction of Court Request: Supplemental Affidavit: Prima facia show that "Defendant's has Clean Hands,"(equitable conduct) and, to the contrary, that Plaintiff who is not the Holder in Due Course, and that Plaintiff sat on the invention (Plaintiff received invention Feb., 2006) (Defendant received Invention Jan., 2012: attorney verified), conclusive that Plaintiff committed perjury and Extrinsic fraud to perpetuate fraud on this court at the Pre-Conference Hearing (Belligerent allegations that Defendant sat on the Invention and "DID NOTHING), with intent to turn Defendant away from the Courthouse without fairing effective presentation of the Invention (attack on Defendant's untrained grasp of the proceedings: as Defendant represents Pro se.) and; therefore, this Court Must grant the relief sought on the law, with prejudice, inter alia, to cure its liabilities to this Defendant):

Let the Plaintiff or their attorney(s) show cause at IAS Part 14, Room 500 of this Court, to be held at the Courthouse located at 88-11 Sutphin Blvd, Jamaica, New York,

and County of Queens on the 27th day of April, 2012, at 1:30 o'clock in the Evening noon or as soon as Defendant may be heard why an order should not be made granting the following relief:

- A. Issue order of the Court granting Emergency Order of injunctive relief to stay eviction process and impede further injury, irreparable harm, mental anguish, pain and suffering and social degradation: and
- B. Show Cause WHY Ellen Springer, the Defendant, Pro se, appearing in this special proceeding, without granting jurisdiction, to report extrinsic and intrinsic fraud perpetrated on this court (e.g. Photo Copies of Assignment, etc.) which is insufficient to validate claim, and fails to validate that Plaintiff as the Holder in Due Course, should not be granted Emergency Order of Injunctive Relief to Stay the eviction Process; AND

STAY

~~Pending the hearing of this motion it is ORDERED that the Eviction Process incidental to this proceeding, be stayed.~~

Sufficient cause appearing therefor, let personal service of a copy of this Order, and the other papers upon which this order is granted, upon the Plaintiff's attorney by overnight mail on or before the 17th day of April, 2012, be deemed good and sufficient. An affidavit or other proof of service shall be presented to this court on the return date directed in the second paragraph of this Order.

and all other papers affil to notice herof

Date
J.S.C.

DATED: _____, 2012.

ENTER:



J.S.C.

As to the stay, there has been no indication that the parties who are entitled to notice of such ex parte relief have been properly notified pursuant to 22 NYCRR 202.7(f). Further, there is no indication as to what proceeding is being stayed or no papers to that effect have been submitted.



J.S.C.

STIPULATION

^{Bank}
US National Association Plaintiff
as Trustees

-against-
Ellen Springer, Et al. Defendant.

HON. David Elliot

DATE 4/24/12

The parties to this action agree as follows:

~~During pendency of Determination on the OSC,
Plaintiffs will not move to evict Defendant
from 145-35 109 Avenue, Jamaica, NY 11435.~~

Plaintiffs acknowledged receipt of Defendant's OSC
seeking to stay eviction.

During pendency of Determination on the OSC,
Plaintiffs will not enforce the warrant of eviction
~~from and~~ for Defendant's from 145-35 109th
Avenue, Jamaica, NY 11435.

Plaintiff: Malik Pearson for Shapiro Mallick

Defendant: Walter Springer for Ellen Springer, PWS


So Ordered: 

EXHIBIT-E

SEQ. NO _____
RELIEF _____
RETURN DATE _____
CAL DATE _____
FOR COURT USE ONLY

PRESENT HON:
MASTER IN EQUITY OF THE KERSHAW
COUNTY COURT
STATE OF SOUTH CAROLINA
COUNTY OF KERSHAW

CitiMortgage, Inc. _____ X
Plaintiff,

-against-

Ellen R. Springer, Et al.,
Defendant, Pro se,
APPEARING IN THIS PROCEEDING OF SPECIAL
PLEADINGS, WITHOUT GRANTING JURISDICTION,
TO REPORT THE COMMISSION OF SHAM
PLEADINGS INTENTIONALLY PERPETUATED ON
THIS COURT. _____ X

-28-981
DOCKET NO. 2011-CP-58781
EMERGENCY APPLICATION FOR
ORDER TO SHOW CAUSE TO
REVERSE AND RESCIND SALE
AND VACATE JUDGMENT
W/REQUEST FOR INJUNCTIVE
RELIEF PENDING FINAL
DETERMINATION. DEFENDANT
REPORTS THAT PLAINTIFF IS
NOT THE HOLDER IN DUE
COURSE AND HAS
COMMISSIONED LOAN
DEFAULT/FRAUD AND HAS
COMMISSIONED CIVIL TRESPASS
AND CIVIL FORECLOSURE
FRAUD ON THIS COURT WHILE
INVISIBLE TO THE NATURAL
NAKED EYE OF THE COURT.
DEFENDANT ALSO SHOWS
EXCUSABLE NEGLECT FOR
ABSTENCIA.

Dated: 14th day of May, 2012

1. Upon reading and filing of the Affidavit of Ellen R. Springer, sworn to on the ___ day of May, 2012, and upon the exhibits and memorandum of law attached to the affidavit:
2. Let the Plaintiff or their attorney (s) show cause at Special Term Part ___ Room ___ of this Court, to be held at the Courthouse located at 1121 Broad Street, Camden, S.C. 29021, on the ___ day of May, 2012, at 11:00 in the forenoon or as soon thereafter as Defendant may be heard why an Order to Show Cause should not be entered by this court pursuant to Fed. Civ. P. Rule (60) granting the following relief:
 - a) Defendant seeks executive order of this court to (1) reverse and rescind sale (exhibit-A): vacate summary judgment (exhibit-B): and dismiss the complaint (exhibit-C) pursuant to Fed. Civil Practice Rule 56 (b), 41 (b); and to strike this action with prejudice pursuant to Fed. Civ. P. Rule 1.150. Defendant also seeks order of injunctive relief pursuant to Fed. Civ. P. Rule (65) to stay eviction (exhibit-D) pending final

SEQ. NO _____
RELIEF _____
RETURN DATE _____
CAL DATE _____
FOR COURT USE ONLY

PRESENT:
HON. _____
MASTER IN EQUITY OF THE KERSHAW
COUNTY COURT
STATE OF SOUTH CAROLINA
COUNTY OF KERSHAW

CitiMortgage, Inc., X

Plaintiff,

-against-

Ellen R. Springer, Et al.,

Defendant, Pro se,
APPEARING IN THIS PROCEEDING OF SPECIAL
PLEADINGS, TO REPORT CIVIL TRESPASS AND
FRAUD COMMISSIONED ON THIS COURT BY
PLAINTIFF WHO IS NOT HOLDER IN DUE COURSE
_____ X

DOCKET NO. 2011-CP-28-981
SUPPLEMENTAL AFFIDAVIT
OF FACTS IN SUPPORT OF
DEFINITIVE DEFENSE OF
EXCUSABLE NEGLECT FOR
ABSTENCIA IN THESE
PROCEEDINGS BASED UPON
SHOW OF UNTIMELY
RECEIPT OF NOTICE OF
PRECONFERENCE HEARING
AND PRIMA FACIA SHOW OF
INEFFECTIVE ASSISTANCE
OF RETAINED COUNSEL
THAT RENDERED THESE
PROCEEDINGS A MOCKERY
OF JUSTICE

STATE OF NEW YORK)

: SS

COUNTY OF QUEENS)

I, Ellen Springer, being duly sworn depose and say the following:

1. I am the party named as defendant in the above captioned civil foreclosure action and submit the instant "Affidavit of Facts In Support of Definitive Defense of "Excusable Neglect for Abstencia" and timely appearance to defend this action, in support of the Chief Affidavit of Facts that Support Emergency Application for Order to Show Cause pursuant to Fed. Civ. P. Rule (60): with request for injunctive Relief Pursuant to Fed. Civ. P. Rule (65), to stay eviction for Good Cause Shown, pending final determination of this application, w/reserved right to supplement application with appropriate request for sanctions.

STATEMENT OF FACTS

SALE OF PROPERTY (MARCH 5TH, 2012)

2. On or about March 5th, 2012, Defendant's property known to this court as "18 Arlington Dr., Lugoff, S.C., was sold at auction to the above captioned party known to this court as Plaintiff CitiMortgage, Inc. (see exhibit-A)

DEFENDANT'S ABSTENCIA: PRECONFERENCE HEARING (FEB. 1ST, 2012)

3. Said sale resulted from this court's order of Summary Judgment granted to Plaintiff and entered February 1st, 2012 (see exhibit-B) in Defendant's abstencia.

UNTIMELY NOTICE TO APPEAR EXACERBATED BY DEFENDANT'S HARDSHIP

4. Defendant received untimely notification of the existence of the scheduled

... was sold
... Mortgage, Inc.

EXHIBIT-F

STATE OF SOUTH CAROLINA
COUNTY OF KERSHAW

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

CitiMortgage, Inc.,

Plaintiff,

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

v.

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

Defendant(s).

CLERK OF COURT
S.C.

2012 JUL 17 PM 3:53

(011654-05691)

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

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

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

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

Handwritten initials

Handwritten signature
KERSHAW COUNTY

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

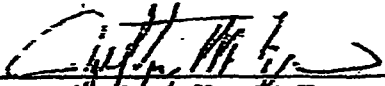
Third, a motion made pursuant to Rule 60, SCRPC must be timely. The longer the time since a party defaults on the summons, the more prejudicial the motion is to the non-moving party. Consequently, a greater burden is placed on the moving party. Given the date of service of the summons, I find that the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

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

IT IS HEREBY ORDERED:

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

AND IT IS SO ORDERED!


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

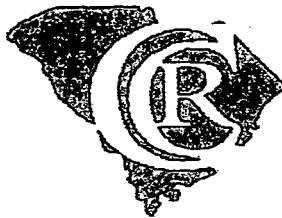
Camden, South Carolina

July 16, 2012

EXHIBIT-H

Transcript of the Testimony of
Citimortgage v. Ellen Springer

Date: July 9, 2012



CREEL COURT REPORTING, INC.
Condensed Transcript and Word Index

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

MOTION HEARING

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

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

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

1 APPEARANCES:
 2 William S. Kochler, Esquire
 Ashley Wheeling-Goodson, Law Clerk
 3 ROGERS, TOWNSEND & THOMAS, P.C.
 Synergy Business Park
 4 220 Executive Center Drive, Suite 109
 5 Columbia, South Carolina 29210
 6 Attorney for the Plaintiff
 7
 8 Also Present:
 9 Ellen R. Springer, Pro Se
 10 Miesha Massey
 11 Walter Springer, 212 Watson Street, Buffalo, NY 14206
 12
 13

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16 MR. SPRINGER:	PAGE:
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18 MS. SPRINGER DIRECT EXAMINATION.	8
19 Certificate	30
20	
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EXHIBITS

(There were no exhibits marked during the hearing.)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Witness Supersedeas

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

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