

22339

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM ORANGEBURG COUNTY
Court of Common Pleas

Diane Shafer Goodstein, Circuit Court Judge

Case No. 2014-001683

RECEIVED

SEP 25 2015

SC Court of Appeals

Wells Fargo Bank, N.A.,

Respondent,

v.

Dorothy Sistrunk,

Appellant.

RECORD ON APPEAL
VOLUME II OF V - PART 1

July 17, 2015

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PREPARATION
VOLUME I OF V
& THE MASTER INDEX TO VOLUMES I-V

A. My Record on Appeal has been prepared pursuant to the following rules of the Appellate Court – Rules 210(c) and (e)-(g), SCACR

1. Rule 210(c), SCACR clearly states in pertinent parts; “[T]he Record on Appeal shall include all matter designated to be included by any party under Rule 209 and shall comply with the requirements of Rule 267. The Record shall not, however, include matter which was not presented to the lower court or tribunal. Matter contained in the Record on Appeal shall be arranged in the following order: the title page, index, orders, judgments, decrees, decisions, pleadings, transcript, charges, exhibits and other materials or documents, and a certificate by appellant. **Each page of the Record on Appeal shall be numbered consecutively beginning with the index.**” [Boldness added for emphasis]

2. Rule 210(e), SCACR, clearly states in pertinent parts; “[E]very Record on Appeal shall contain an index to the principal matters therein to include orders, judgments, decisions, pleadings, pretrial matters, opening statements, testimony, motions, closing arguments, jury charges, post-trial motions and exhibits.”

3. Rule 210(f), SCACR, Re: **Exhibits**. “[P]hotographs, plats and diagrams, and other paper exhibits shall be inserted in the Record on Appeal where they can reasonably be reduced or drawn to a size which permits them to be printed and inserted in the Record on Appeal, without folding more than one time.”

4. Rule 210(g), SCACR, Re: **Certificate of Counsel**. “[A]ppellant or his counsel shall certify that the Record on Appeal contains all material proposed to be included by any of the parties and not any other material.”

B. My financial situation was never substantial or even good and it has continued to deteriorate since Civil Action Case No. 2008-CP-38-1024 began in June of 2008. The cost associated with this case is a financial hardship that has gotten worst in 2014. I underestimated the cost of this appeal and cannot afford it financially. Therefore....

1. I cannot include all my Pleadings in the Record on Appeal because of insufficient financial resources.

2. I cannot include all my Exhibits in the Record on Appeal for the same reason – insufficient financial resources.

3. Many of my filed responses to Attorney James H. Burns’ and/or Elizabeth Scott Moise’s Case Status Updates during the Stay/TRO cannot be included; as well as Exhibits that verify my filed **Statements of Fact** and **Material Facts**.

4. Whatever happens – happens. I have done the best that I can do and the best that I can afford to do.

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Note: **MMF** means "Massive Filing Fraud" - **RTFF** means "Response to Filing Fraud".

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Note: MMF means “Massive Filing Fraud” - RTFF means “Response to Filing Fraud”.

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Note: MMF means "Massive Filing Fraud" - RTFF means "Response to Filing Fraud".

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Exhibit 5	- Description: Vol. V - Part 1, Index Aii, then go to	1520-1524
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Exhibit 7	- Not included. See SOTE	
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Exhibit 25	- Not included. The same as Wells Fargo's Exhibit. See	WF00131.
Exhibit 26	- Description: Vol. V - Part 1, Index Aii, then go to	1532
Exhibit 27	- Not included. The same as Wells Fargo's Exhibits. See	WF00127-28.
Exhibit 29	- Not included. See SOTE	
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Exhibit 35 - Not included. See SOTE

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Exhibit 37 - Description: Vol. V - Part 1, Index Aiii, then go to 1535

Exhibit 38 - Not included. The same as Wells Fargo's Exhibit. See WF00121.

Exhibit 40 - Not included. The same as Wells Fargo's Exhibit. See WF00130.

Exhibit 41 - Not included. The same as Wells Fargo's Exhibits. See WF00132-133.

Exhibit 42 - Not included. See SOTE

Exhibit 43 - Not included. See SOTE

Exhibit 44 - Not included. See SOTE

Exhibit 45 - Not included. The same as Wells Fargo's Exhibit. See WF00120.

Exhibit 46 - Not included. The same as Wells Fargo's Exhibit. See WF00124.

Exhibit 47 - Not included. The same as Wells Fargo's Exhibits. See WF00125-126.

Exhibit 48 - Not included. The same as Wells Fargo's Exhibit. See WF00129.

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Exhibit 55 - Not included. See SOTE

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Exhibit 57 - Not included. See SOTE

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Exhibit 297 - **Proof:** Defraud & Swindling; Vol. I - Part 2, Answer to Complaint, pg 68.

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Exhibit 329 - **Proof:** Based on misrepresented material facts. Vol. 1 - Part 1, pgs 39-46.

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Exhibit 331 - **Proof:** Description: Vol. V - Part 1, Index Ax, then go to 1589-1590

Exhibit 332 - **Proof:** of misrepresented and misstated facts. Vol. 1 - Part 2, pgs 198-223

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- WF00002** - Not reviewed or discussed in Court. See description: Index pg, Bi.
- WF00003** - Not reviewed or discussed in Court. See description: Index pg, Bi.
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- WF00007** - Not reviewed or discussed in Court. See description: Index pgs, Bii-Biii.
- WF00008** - Not reviewed or discussed in Court. See description: Index pg, Biii.
- WF00009** - Not reviewed or discussed in Court. See description: Index pg, Biii.
- WF00010** - Not reviewed or discussed in Court. See description: Index pg, Biii.
- WF00011** - Not reviewed or discussed in Court. See description: Index pg, Biii.
- WF00012** - Not reviewed or discussed in Court. See description: Index pg, Biv.
- WF00013** - Not reviewed or discussed in Court. See description: Index pg, Biv.
- WF00014** - Not reviewed or discussed in Court. See description: Index pg, Bv.
- WF00015** - Not reviewed or discussed in Court. See description: Index pg, Bv.
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THE RECORD ON APPEAL
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2008-2014

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STATE OF SOUTH CAROLINA)
) IN THE COURT OF COMMON PLEAS
COUNTY OF ORANGEBURG) FIRST JUDICIAL CIRCUIT

Wells Fargo Bank, N.A.,) Civil Action No. 2008-CP-38-1024

Plaintiff,)

vs.)

Dorothy Sistrunk,)

Defendant.)

**CASE STATUS UPDATE
PURSUANT TO MAY 22, 2009
SUPREME COURT ORDER FOR
FORECLOSURE CASES**

FILED FOR
VIRGINIA
CLERK OF
COURT
2009 JUN 16
A 11:21

On May 15, 2009, Plaintiff Wells Fargo Bank, N.A. ("Wells Fargo") filed an affidavit stating that the mortgage and loan in this action may be subject to loan modification under the Home Affordable Mortgage Program (HMP). On May 22, 2009, the Supreme Court of South Carolina issued an Order stating that foreclosure actions are stayed when a mortgage loan is eligible for modification under the HMP. Further, the Court's Order requires a status update to the trial court every thirty days.

Wells Fargo attempted to contact Defendant Dorothy Sistrunk to speak with her about her eligibility pursuant to HMP requirements. However, Defendant has refused to speak with Wells Fargo, but Wells Fargo currently is attempting to communicate with her again.

Once an eligibility and/or loan modification determination is made, Wells Fargo will notify this Court.

[SIGNATURE PAGE ATTACHED]

ATTEST: TRUE COPY

Winnifia B. Clark
CLERK OF COURT
ORANGEBURG COUNTY, SC

MFF - Exhibit 101

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Charleston, South Carolina

June 15, 2009

MFF - Exhibit 101

STATE OF SOUTH CAROLINA

COUNTY OF ORANGEBURG

THE COURT OF COMMON PLEAS

DOCKET NO

Wells Fargo Bank, N. A.

Plaintiff,

2008-CP-38-1024

**RESPONSE TO PLAINTIFF'S
CASE STATUS UPDATE
PURSUANT TO THE MAY 22, 2009
SUPREME COURT OF SOUTH
CAROLINA ORDER FOR
FORECLOSURE CASES**

v.

Dorothy Sistrunk;

Defendant(s).

Comes now the Defendant Dorothy Sistrunk to respond to the PLAINTIFF'S CASE STATUS UPDATE PURSUANT TO THE MAY 22, 2009 SUPREME COURT OF SOUTH CAROLINA ORDER FOR FORECLOSURE CASES.

TO: PLAINTIFF WELLS FARGO BANK, N.A.

1. **Response to paragraph 1:** On May 15, 2009, Elizabeth S. Hodgson together with attorneys for the Plaintiff, Nelson Mullins Riley & Scarborough LLP, and/or alone and/or separately, filed an AFFIDAVIT stating that she is a Senior Counsel with Wells Fargo Bank, NA (hereinafter "Plaintiff") and that she is familiar with the loan and mortgage that is the subject of this foreclosure action before the Court.

As stated in the Defendant's filed response to the PLAINTIFF'S AFFIDAVIT, Elizabeth S. Hodgson purported in her filed AFFIDAVIT that the "Fraudulent" loan #0174072777 and the "Falsified" documents that led to its approval

and acceptance by Wells Fargo Home Mortgage; which eventually led to the Plaintiff's foreclosure action, is subject to and possibly eligible for modification under the Home Affordable Modification Program (HMP). As further stated in the Defendant's filed response to the PLAINTIFF'S AFFIDAVIT, the Senior Counsel for Wells Fargo Bank, N.A., Nelson Mullins Riley & Scarborough LLP, and/or any staff member and/or executive officer from Wells Fargo has not and did not speak to the Defendant relative to the Home Affordable Modification Program (HMP) prior to, or shortly after, filing the AFFIDAVIT.

2. **Response to paragraph 2:** The Defendant shall quote verbatim paragraph two: "Wells Fargo attempted to contact Defendant Dorothy Sistrunk to speak to her about eligibility pursuant to HMP requirements. However, Defendant has refused to speak with Wells Fargo, but Wells Fargo currently is attempting to communicate with her again. Once an eligibility and/or loan modification determination is made, Wells Fargo will notify this Court." Sentence 1 in paragraph two is a "blatant" (because it is outrageous); "disgusting" (because it offends moral decency) and "reprehensible" (because it deserves rebuke and contempt); OUTRIGHT LIE. Sentence number 2 in paragraph two is also an OUTRIGHT LIE.

3. There has never and will never be a time when the Defendant will refuse to speak to Wells Fargo. The Defendant does not know the person or persons responsible for these OUTRIGHT LIES given to the Court. These cheap and flagrant attempts to impute, defame and/or malign the character of the Defendant and blacken the Defendant's reputation in a foreclosure proceeding where the evidence of "Fraudulent Intent and Inducement" is clear and undeniable by even the most elementary legal standard, represents a dark day in American jurisprudence.

No one from Nelson Mullins Riley & Scarborough LLP or from Wells Fargo has made any attempt to contact the Defendant by phone or by any other means relative to HMP prior to June 26 2009, nor has the Defendant received any documents from Wells Fargo that can be clearly or remotely identified as being from an HMP office and/or representative before this date.

4. If Wells Fargo is the source of these OUTRIGHT LIES; then, this case should be dismissed immediately and restitution in all its varied forms and/or manifestations under the Laws of the State of South Carolina and the United States of America and its Territories, should be made to the Defendant, including complete compensation for all the time the Defendant has spent in a Pro Se, "Best Effort" legal defense..

If Nelson Mullins Riley & Scarborough LLP are the source of these LIES that have been entered into the official Court records, then, they should be dismissed, or at the very least suspended from this case pursuant to an investigation, initiated by the Court of Common Pleas, the Investigative Offices of the Supreme Court of the State of South Carolina and/or the South Carolina Bar Association. Evidence of these LIES can easily be discovered by the Court by demanding Wells Fargo and its Attorneys produce phone records, email transcripts or any letters or documents sent to the Defendant at anytime prior to June 26, 2009. Wells Fargo or its attorneys LIED to the Court, not to the Defendant. Therefore, it is an issue for the Court to determine and settle, not the Defendant. These LIES are relative to compliance and stated relative to compliance to a Supreme Court Order that is separate from this foreclosure proceeding.

5. On Friday, June 26, 2009, the Defendant received an information packet by regular mail delivery from Nelson Mullins Riley & Scarborough LLP that contained the following documents:

A. A copy of the Temporary Restraining Order (TRO) signed by Chief Justice Jean H. Toal from the Supreme Court of South Carolina relative to HMP... **4 Pgs.**

B. A copy of the Administrative Order entitled: "Re: Mortgage Foreclosures and the Home Affordable Modification Program (HMP)" **9 Pgs.**

C. A Financial Worksheet from Wells Fargo Home Mortgage **2 Pgs.**

6. However, neither the TRO signed by Chief Justice Toal, the Administrative Order nor the Financial Worksheet from Wells Fargo Home Mortgage addresses the issue of mortgages that were obtained due to "Fraud", which is what

happened during the approval and signing phases of loan #0174072777. As the Defendant has stated repeatedly; a loan suspected of being obtained by "Fraud" cannot be modified under any existing Wells Fargo Program. The Defendant restates for the record: Loan #708-0174072777 cannot be modified because Wells Fargo's own Loss Mitigation Department, SUSPECTS THE LOAN WAS APPROVED BECAUSE OF FRAUD. Again, the Defendant refers the Court to Exhibit 39, page 2, paragraph 3, dated May 8, 2008 to the phone numbers (800) 569-4287 [TDD: (800) 877-8339] and [888-WISE-PLAN for consumer counseling services. This office address was as follows:

Wells Fargo Home Mortgage
Attn: Borrower Counseling Services
MAC X7801-03K
3476 Stateview Blvd.
Fort Mill, South Carolina 29715

The Defendant also refers the Court to Exhibit 61, page 1, paragraphs 1-3, dated June 24, 2008 and the phone number 1-866-488-2028. Wells Fargo's own representatives have stated repeatedly loan #708 – 0174072777 cannot be modified because of SUSPECTED FRAUD.

Even after the national mortgage crisis began and HOPENOW was created, of which Wells Fargo is a member bank, representatives have repeatedly stated loan #708 – 0174072777 cannot be modified under the HOPENOW program because of SUSPECTED FRAUD. The Defendant refers the Court to the phone numbers on Exhibits 27 & 28, dated June 16, 2008 and July 23, 2008 respectively. All it takes to verify the Defendant's statements is to call the numbers listed or ask Wells Fargo's Loss Mitigation Department can a mortgage suspected of being obtained by "Fraud" be modified under any existing Wells Fargo program?

7. Why is dealing with this issue of "Fraud" important to the Defendant?
 - A. Clearing up this "Fraudulent Loan, Note and Mortgage" is necessary to correct all official documents and records relative to loan #0174072777. Otherwise, the

Defendant and the Defendant's heirs will be paying property taxes on a home whose stated and recorded "Value" is "Falsified".

B. "Mortgage Fraud" and "Bank Fraud" are criminal acts and the Defendant will not knowingly participate or consciously condone a criminal act.

C. What the Seller and Appraiser did with help from the Broker is wrong and the wrong done to Wells Fargo by the Seller and Appraiser with help from the Broker must be corrected, even if it means the Defendant loses 423 Bayne Street.

D. Wells Fargo's personnel and its Executive Resolution Team; headed by Janet Frotscher, were irresponsible and derelict in their duties and responsibilities and should be held accountable for their lack of diligence. This fact will be revealed during the trial of this case and before a Judge and Jury.

E. The Defendant can prove with documented evidence that the Loan, Note and Mortgage were "Induced" by "Fraud", approved as a direct result of "Fraud" and Wells Fargo participated in and perpetuated a "Predatory Lending Scheme" after being duly notified that loan #0174072777 was suspected of being obtained by "Fraudulent means".

F. Wells Fargo's personnel have lied and repeated lies and misinformation relative to the Defendant, thus defaming the Defendant, after being duly notified that the information being stated and repeated in official documents was not true.

G. Completing the forms and entering this "Falsified" and "Fraudulent" Loan, Note and Mortgage into a legitimate Home Affordable Modification Program (HMP) would be perpetuating that "Fraud" and Wells Fargo's "Predatory Lending Scheme" that was initiated by the Seller and the Appraiser with help from the Broker. The Defendant will not participate in this "Scheme" or this "Criminal Act".

H. If Wells Fargo had taken prudent steps on December 24, 2007 after being notified of lies, deceit, deception and "Fraud" by the Seller and cancelled the check issued to the Seller, Thomas Jacobs, this entire matter would not exist. Wells Fargo's personnel did not act responsibly then and they are not acting responsibly now.

8. However, the Defendant is not an unreasonable person. If Wells Fargo sincerely desires to settle this matter legally, honestly and in "Good Faith"; as well as resolve all outstanding issues relative to loan #0174072777 that was approved and enter into due to "Fraud"; then, Wells Fargo should do the following to end this "Fraud" and this illegal "Predatory Lending Scheme":

A. Notify the appropriate law enforcement agency/ies concerning this "Fraudulent" Mortgage, Note and Loan. In all probability, the Seller, and the Appraiser with help from the Broker may have allegedly committed "Bank Fraud" which is a criminal act.

B. Notify the appropriate authorities in Orangeburg County relative to the recording of this Mortgage that the \$75,000.00 "Value" of the Loan, Note and Mortgage is suspected of being "Fraudulent" and loan was entered into due to "Fraudulent Inducements" by the Seller and Appraiser with help from the Broker.

C. End this foreclosure proceeding by canceling the current loan; because, due to "Fraud", Wells Fargo does not have a legitimate claim to the property known as 423 Bayne Street in Orangeburg, South Carolina. If anything, 423 Bayne Street is the physical evidence of the "Fraud" perpetrated by the Seller and the Appraiser with help from the Broker.

D. Compensate the Defendant completely and fully.

E. Pursue the Seller, Appraiser and the Broker to recover any losses Wells Fargo has incurred, including legal expenses.

F. If needed, Wells Fargo can call the Defendant and many of the Defendant's witnesses to testify as to the "Fraudulent" activities of the Seller and Appraiser with help from the Broker and can verify the Appraisal is "Falsified" and the "Value" of 423 Bayne Street is "Fraudulent".

9. The above stated reasons to end this "Fraud" stated in paragraph 7 and the most logical, legitimate, sane and expeditious way to end this "Predatory Lending Scheme" stated in paragraph 8 will bring justice and legality back to this sordid affair

known as loan #0174072777. Any other course of action will only lead to more misery, hardship and unnecessary financial loss for all involved. Sometimes all a person or a corporate entity needs to do is exercise his/her/their/its reason, rationality and "Common Sense". There is no Court of Law anywhere on planet earth that is able to supersede reason, rationality and "Common Sense" and remain a legitimate Court of Law.

NOTIFICATION

A copy of the RESPONSE TO THE PLAINTIFF'S CASE STATUS UPDATE PURSUANT TO THE MAY 22, 2009 SUPREME COURT OF SOUTH CAROLINA ORDER FOR FORECLOSURE CASES filed with the Clerk of Court will be mailed to the Plaintiff's Attorneys

Nelson Mullins Riley & Scarborough LLP @
1320 Main Street / 17th Floor / Columbia, SC 29201
POB 11070 / Columbia, SC 29211-1070
Tel: 803-799-2000 / Fax: 803-256-7500

Note: Any attorney, the entire staff or all the attorneys at Nelson Mullins Riley & Scarborough are free to inspect the property to verify all statements of fact concerning the property are true. They are free to drop in, stop by or drive by at anytime unannounced without calling ahead between the hours of 9 a.m. to 6 p.m. – Monday – Sunday or as long as there is sufficient daylight. They are free to bring their own appraisers, contractors and/or experts for additional factual verification if they desire to do so. This invitation also holds true for the Plaintiff and the Plaintiff's authorized officers, managers, staff, JFERT, or any authorized personnel. For safety reasons please do not send anyone that weighs more than 250 pounds because the floors are weak.

IN WITNESS WHEREOF, The undersigned has signed and sealed these attestations this 29th day of June in the year 2009 in City of Orangeburg, State of South Carolina.

Signed, sealed and delivered in the presence of:

Print Name: Dorothy Sistrunk

Signature: Dorothy Sistrunk

Notary Witness (1): _____

(Signature)

STATE OF SOUTH CAROLINA

COUNTY OF ORANGEBURG

On 29th June 2009 before me appeared Dorothy Sistrunk and proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument presents this document. WITNESS my hand and official seal.

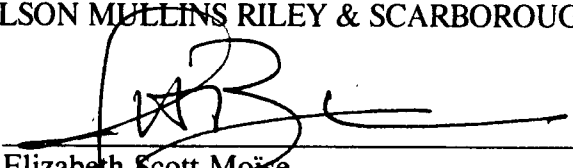
Notary George Watson
(Signature)

Commission Expires Sept 17, 2017

(Seal)

proceedings and seek a determination by the Court that the HMP requirements have been satisfied without resulting in a loan modification.

NELSON MULLINS RILEY & SCARBOROUGH LLP

By: 

Elizabeth Scott Moise

SC Bar No. 012945

E-Mail: scott.moise@nelsonmullins.com

151 Meeting Street / Sixth Floor

Post Office Box 1806 (29402-1806)

Charleston, SC 29401-2239

(843) 853-5200

James H. Burns

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E-Mail: james.burns@nelsonmullins.com

1320 Main Street / 17th Floor

Post Office Box 11070 (29211-1070)

Columbia, SC 29201

(803) 799-2000

Attorneys for Wells Fargo Bank, N.A.

Charleston, South Carolina

July 15, 2009

MFF - Exhibit 102

STATE OF SOUTH CAROLINA)
) IN THE COURT OF COMMON PLEAS
COUNTY OF ORANGEBURG) FIRST JUDICIAL CIRCUIT

Wells Fargo Bank, N.A.,) Civil Action No. 2008-CP-38-1024
)
Plaintiff,)
)
vs.)
)
Dorothy Sistrunk,)
)
Defendant.)

CASE STATUS UPDATE
PURSUANT TO MAY 22, 2009
SUPREME COURT ORDER FOR
FORECLOSURE CASES

2009 AUG 18 A 11:00
FOR RECORD
JENNIFER B. CLARK
CLERK OF COURT
ORANGEBURG, SC

On May 4, 2009, the Supreme Court of South Carolina issued a Temporary Restraining Order ("TRO") affecting all foreclosure actions in South Carolina. In accordance with the TRO, Plaintiff Wells Fargo Bank, N.A. ("Wells Fargo") filed an affidavit on May 15, 2009, stating that the mortgage and loan in this action may be subject to loan modification under the Home Affordable Modification Program (HMP). On May 22, 2009, the Court issued a subsequent Order stating that foreclosure actions are stayed when a mortgage loan is eligible for modification under the HMP. Further, the Court's Order requires a status update to the trial court every thirty days.

Wells Fargo filed case status updates on June 16, 2009, and July 15, 2009. In those case status updates, Wells Fargo stated that the Defendant's loan is currently under review for possible modification consistent with the requirements of the HMP. Moreover, Wells Fargo has attempted to contact the Defendant regarding her eligibility for a loan modification under the HMP, but has been unsuccessful in those attempts. Accordingly, pursuant to Section 4 of the Supreme Court's May 22 Order, Wells Fargo will file a Motion to

ATTEST: TRUE COPY

Winnifia B. Clark
CLERK OF COURT
ORANGEBURG COUNTY, SC

MFF - Exhibit 103

Lift Stay with this Court to lift the stay of proceedings and seek a determination by the Court that the HMP requirements have been satisfied without resulting in a loan modification.

NELSON MULLINS RILEY & SCARBOROUGH LLP

By: James H. Burns by James H. Burns
Elizabeth Scott Moise
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Columbia, SC 29201
(803) 799-2000

Attorneys for Wells Fargo Bank, N.A.

Charleston, South Carolina

August 17, 2009

MFF - Exhibit 103

STATE OF SOUTH CAROLINA

COUNTY OF ORANGEBURG

THE COURT OF COMMON PLEAS

DOCKET NO

Wells Fargo Bank, N. A.

Plaintiff,

2008-CP-38-1024

**RESPONSE TO PLAINTIFF'S
CASE STATUS UPDATE 08/17/2009
PURSUANT TO THE MAY 22, 2009
SUPREME COURT OF SOUTH
CAROLINA ORDER FOR
FORECLOSURE CASES**

v.

Dorothy Sistrunk;

Defendant(s).

Comes now the Defendant Dorothy Sistrunk to respond to the PLAINTIFF'S CASE STATUS UPDATE, DATED 08/17/2009 AND RECEIVED 08/21/2009, PURSUANT TO THE MAY 22, 2009 SUPREME COURT OF SOUTH CAROLINA ORDER FOR FORECLOSURE CASES.

TO: PLAINTIFF WELLS FARGO BANK, N.A.

1. **Response to paragraph 1:** No written response required.
2. **Response to paragraph 2:** In Wells Fargo's Case Status Update filed on June 16, 2009, July 15, 2009 and the current case status update filed on August 17, 2009, The Plaintiff continues to state, {Quote} "that the Defendant's loan is currently under review for possible modification consistent with the requirements of the HMP" {End Direct Quote} In sentence #2, Paragraph #2, of this filed statement, the Plaintiff repeats a LIE that began with the first filed case status update. As in previous responses to the Plaintiff's case status updates, the Defendant shall quote this LIE and MISINFORMATION Directly. {Quote} "Moreover, Wells Fargo attempted to contact

ATTEST: TRUE COPY

Winnia B. Clark
CLERK OF COURT
ORANGEBURG COL426, SOUTH CAROLINA

RTFF - Exhibit 103

the Defendant regarding her eligibility for a loan modification under the HMP, but has been unsuccessful in those attempts. Accordingly, pursuant to Section 4 of the Supreme Court's May 22, Order, Wells Fargo will file a Motion to Lift Stay with this Court to lift the stay and seek determination by the Court that the HMP requirements have been satisfied without resulting in a loan modification." {End Direct Quote}

3. The Defendant hereby notifies the Court, that Wells Fargo has not made any legitimate attempt to notify the Defendant relative to HMP. Nor has the Defendant refused to speak to Wells Fargo's agent/s, representative/s, authorized personnel, officer/s and/or attorney/ies. The Defendant defines "Legitimate Attempt", as any contact initiated by Wells Fargo's personnel, agent/s, representative/s, officer/s and/or attorney/ies in the form of clearly identifiable written (delivered by the Postal Service or any other delivery service), verbal (by phone – the Defendant has two answering machines) and/or communication by electronic media; such as an email that clearly states the purpose and reason for the contact. In this case, loan modification relative to HMP.

4. As the Defendant previously stated, there has never and will never be a time when the Defendant will refuse to speak to Wells Fargo. The Defendant does not know the person or persons responsible for these OUTRIGHT LIES given to the Court.

No one from Nelson Mullins Riley & Scarborough LLP or from Wells Fargo has made any attempt to contact the Defendant by phone or by any other means relative to HMP at any time, nor has the Defendant received any documents from Wells Fargo that can be clearly or remotely identified as being from an HMP office.

5. As the Defendant has stated repeatedly; a loan suspected of being obtained by "Fraud" cannot be modified under any existing Wells Fargo program. The Defendant restates for the record: Loan #708-0174072777 cannot be modified because Wells Fargo's own Loss Mitigation Department, SUSPECTS THE LOAN WAS APPROVED BECAUSE OF FRAUD.

Again, the Defendant refers the Court to Exhibit 39, page 2, paragraph 3, dated May 8, 2008 to the phone numbers (800) 569-4287 [TDD: (800) 877-8339] and [888-WISE-PLAN for consumer counseling services. This office address was as follows:

Wells Fargo Home Mortgage
Attn: Borrower Counseling Services
MAC X7801-03K
3476 Stateview Blvd.
Fort Mill, South Carolina 29715

The Defendant also refers the Court to Exhibit 61, page 1, paragraphs 1-3, dated June 24, 2008 and the phone number 1-866-488-2028. Wells Fargo's own representatives have stated repeatedly loan #708 – 0174072777 cannot be modified because of SUSPECTED FRAUD.

Even after the national mortgage crisis began and HOPENOW was created, of which Wells Fargo is a member bank, representatives have repeatedly stated loan #708 – 0174072777 cannot be modified under the HOPENOW program because of SUSPECTED FRAUD. The Defendant refers the Court to the phone numbers on Exhibits 27 & 28, dated June 16, 2008 and July 23, 2008 respectively. All it takes to verify the Defendant's statements is to call the numbers listed or ask Wells Fargo's Loss Mitigation Department can a mortgage suspected of being obtained by "Fraud" be modified under any existing Wells Fargo program?

6. The Defendant will restate why dealing with this issue of "Fraud" is important to the Defendant for the record.

A. Clearing up this "Fraudulent Loan, Note and Mortgage" is necessary to correct all official documents and records relative to loan #0174072777. Otherwise, the Defendant and the Defendant's heirs will be paying property taxes on a home whose stated and recorded "Value" is "Falsified".

B. "Mortgage Fraud" and "Bank Fraud" are criminal acts and the Defendant will not knowingly participate or consciously condone a criminal act.

C. What the Seller and Appraiser did with help from the Broker is wrong and the wrong done to Wells Fargo by the Seller and Appraiser with help from the Broker must be corrected, even if it means the Defendant loses 423 Bayne Street.

D. Wells Fargo's personnel and its Executive Resolution Team, headed by Janet Frotscher, were irresponsible and derelict in their duties and responsibilities and should be held accountable for their lack of diligence. This fact will be revealed during the trial of this case and before a Judge and Jury.

E. The Defendant can prove with documented evidence that the Loan, Note and Mortgage were "Induced" by "Fraud", approved as a direct result of "Fraud" and Wells Fargo participated in and perpetuated a "Predatory Lending Scheme" after being duly notified that loan #0174072777 was suspected of being obtained by "Fraudulent means".

F. Wells Fargo's personnel have lied and repeated lies and misinformation relative to the Defendant, thus defaming the Defendant, after being duly notified that the information being stated and repeated in official documents was not true.

G. Completing the forms and entering this "Falsified" and "Fraudulent" Loan, Note and Mortgage into a legitimate Home Affordable Modification Program (HMP) would be perpetuating that "Fraud" and Wells Fargo's "Predatory Lending Scheme" that was initiated by the Seller and the Appraiser with help from the Broker. The Defendant will not participate in this "Scheme" or this "Criminal Act".

H. If Wells Fargo had taken prudent steps on December 24, 2007 after being notified of lies, deceit, deception and "Fraud" by the Seller and cancelled the check issued to the Seller, Thomas Jacobs, this entire matter would not exist. Wells Fargo's personnel did not act responsibly then and they are not acting responsibly now.

7. As the Defendant stated previously, the Defendant is not an unreasonable person. If Wells Fargo sincerely desires to settle this matter legally, honestly and in "Good Faith"; as well as resolve all outstanding issues relative to loan #0174072777 that

was approved and entered into due to "Fraud"; then, Wells Fargo should do the following to end this "Fraud" and this illegal "Predatory Lending Scheme":

A. Notify the appropriate law enforcement agency/ies concerning this "Fraudulent" Mortgage, Note and Loan. In all probability, the Seller, and the Appraiser with help from the Broker may have allegedly committed "Bank Fraud" which is a criminal act.

B. Notify the appropriate authorities in Orangeburg County relative to the recording of this Mortgage that the \$75,000.00 "Value" of the Loan, Note and Mortgage is suspected of being "Fraudulent" and loan was entered into due to "Fraudulent Inducements" by the Seller and Appraiser with help from the Broker.

C. End this foreclosure proceeding by canceling the current loan; because, due to "Fraud", Wells Fargo does not have a legitimate claim to the property known as 423 Bayne Street in Orangeburg, South Carolina. If anything, 423 Bayne Street is the physical evidence of the "Fraud" perpetrated by the Seller and the Appraiser with help from the Broker.

D. Compensate the Defendant completely and fully.

E. Pursue the Seller, Appraiser and the Broker to recover any losses Wells Fargo has incurred, including legal expenses.

F. If needed, Wells Fargo can call the Defendant and many of the Defendant's witnesses to testify as to the "Fraudulent" activities of the Seller and Appraiser with help from the Broker and can verify the Appraisal is "Falsified" and the "Value" of 423 Bayne Street is "Fraudulent".

8. The above stated reasons to end this "Fraud" stated in paragraph 7 and the most logical, legitimate, sane and expeditious way to end this "Predatory Lending Scheme" stated in paragraph 8 will bring justice and legality back to this sordid affair known as loan #0174072777. Any other course of action will only lead to more misery, hardship and unnecessary financial loss for all involved. Sometimes all a person or a corporate entity needs to do is exercise his/her/their/its reason, rationality and "Common

Sense". Again as stated previously, there is no Court of Law anywhere on planet earth that is able to supersede reason, rationality and "Common Sense" and remain a legitimate Court of Law.

NOTIFICATION

A copy of the RESPONSE TO THE PLAINTIFF'S CASE STATUS UPDATE DATED 08/17/2009 AND RECEIVED ON 08/21/2009 PURSUANT TO THE MAY 22, 2009 SUPREME COURT OF SOUTH CAROLINA ORDER FOR FORECLOSURE CASES filed with the Clerk of Court will be mailed to the Plaintiff's Attorneys

Nelson Mullins Riley & Scarborough LLP @
1320 Main Street / 17th Floor / Columbia, SC 29201
POB 11070 / Columbia, SC 29211-1070
Tel: 803-799-2000 / Fax: 803-256-7500

Note: Any attorney, the entire staff or all the attorneys at Nelson Mullins Riley & Scarborough are free to inspect the property to verify all statements of fact concerning the property are true. They are free to drop in, stop by or drive by at anytime unannounced without calling ahead between the hours of 9 a.m. to 6 p.m. – Monday – Sunday or as long as there is sufficient daylight. They are free to bring their own appraisers, contractors and/or experts for additional factual verification if they desire to do so. This invitation also holds true for the Plaintiff and the Plaintiff's authorized officers, managers, staff, JFERT, or any authorized personnel. For safety reasons please do not send anyone that weighs more than 250 pounds because the floors are weak.

ATTEST: TRUE COPY

1/1/10

-7-

CLERK OF COURT
ORANGEBURG COUNTY, SOUTH CAROLINA

RECEIVED
CLERK OF COURT
ORANGEBURG COUNTY
SOUTH CAROLINA
AUG 21 2009

RTFF - Exhibit 103

IN WITNESS WHEREOF, The undersigned has signed and sealed these attestations this 15TH day of Sept in the year 2009 in City of Orangeburg, State of South Carolina.

Signed, sealed and delivered in the presence of:

Print Name: Dorothy Sistrunk

Signature: Dorothy Sistrunk

Notary Witness (1): _____
(Signature)

STATE OF SOUTH CAROLINA

COUNTY OF ORANGEBURG

On Sept 15, 2009 before me appeared Dorothy Sistrunk and proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument presents this document. WITNESS my hand and official seal.

Notary George Watson
(Signature)

Commission Expires Sept 17, 2017

(Seal)

ATTEST: TRUE COPY
Winnia B. Clark
CLERK OF COURT
ORANGEBURG COUNTY, SOUTH CAROLINA

STATE OF SOUTH CAROLINA)
) IN THE COURT OF COMMON PLEAS
COUNTY OF ORANGEBURG) FIRST JUDICIAL CIRCUIT

Wells Fargo Bank, N.A.,) Civil Action No. 2008-CP-38-1024
)

Plaintiff,)
)

vs.)

Dorothy Sistrunk,)

Defendant.)
)

CASE STATUS UPDATE
PURSUANT TO MAY 22, 2009
SUPREME COURT ORDER FOR
FORECLOSURE CASES

7/16/09 11:00 AM
CLERK OF COURT
ORANGEBURG COUNTY, SC

On May 4, 2009, the Supreme Court of South Carolina issued a Temporary Restraining Order ("TRO") affecting all foreclosure actions in South Carolina. In accordance with the TRO, Plaintiff Wells Fargo Bank, N.A. ("Wells Fargo") filed an affidavit on May 15, 2009, stating that the mortgage and loan in this action may be subject to loan modification under the Home Affordable Modification Program (HMP). On May 22, 2009, the Court issued a subsequent Order stating that foreclosure actions are stayed when a mortgage loan is eligible for modification under the HMP. Further, the Court's Order requires a status update to the trial court every thirty days.

Wells Fargo filed case status updates on June 16, 2009, July 15, 2009, and August 18, 2009. In those case status updates, Wells Fargo stated that the Defendant's loan is currently under review for possible modification consistent with the requirements of the HMP. Moreover, Wells Fargo has attempted to contact the Defendant regarding her eligibility for a loan modification under the HMP, but has been unsuccessful in those attempts. Accordingly, pursuant to Section 4 of the Supreme Court's May 22 Order, Wells Fargo will file a Motion to

ATTEST: TRUE COPY

Winniford B. Clark
CLERK OF COURT
ORANGEBURG COUNTY, SC

MFF - Exhibit 104

Lift Stay with this Court to lift the stay of proceedings and seek a determination by the Court that the HMP requirements have been satisfied without resulting in a loan modification.

NELSON MULLINS RILEY & SCARBOROUGH LLP

By: 

Elizabeth Scott Moise
SC Bar No. 012945
E-Mail: scott.moise@nelsonmullins.com
151 Meeting Street / Sixth Floor
Post Office Box 1806 (29402-1806)
Charleston, SC 29401-2239
(843) 853-5200

James H. Burns
SC Bar No. 70313
E-Mail: james.burns@nelsonmullins.com
1320 Main Street / 17th Floor
Post Office Box 11070 (29211-1070)
Columbia, SC 29201
(803) 799-2000

Attorneys for Wells Fargo Bank, N.A.

Charleston, South Carolina

September 15, 2009

MFF - Exhibit 104

STATE OF SOUTH CAROLINA)
) IN THE COURT OF COMMON PLEAS
COUNTY OF ORANGEBURG) FIRST JUDICIAL CIRCUIT

Wells Fargo Bank, N.A.,) Civil Action No. 2008-CP-38-1024
)

Plaintiff,)
)

vs.)

Dorothy Sistrunk,)

Defendant.)
)

CASE STATUS UPDATE
PURSUANT TO MAY 22, 2009
SUPREME COURT ORDER FOR
FORECLOSURE CASES

OCT 21 A 10:21
RECEIVED
CLERK OF COURT
JANIS B. CLARK

On May 4, 2009, the Supreme Court of South Carolina issued a Temporary Restraining Order ("TRO") affecting all foreclosure actions in South Carolina. In accordance with the TRO, Plaintiff Wells Fargo Bank, N.A. ("Wells Fargo") filed an affidavit on May 15, 2009, stating that the mortgage and loan in this action may be subject to loan modification under the Home Affordable Modification Program (HMP). On May 22, 2009, the Court issued a subsequent Order stating that foreclosure actions are stayed when a mortgage loan is eligible for modification under the HMP. Further, the Court's Order requires a status update to the trial court every thirty days.

Wells Fargo filed case status updates on June 16, 2009, July 15, 2009, August 18, 2009, and September 15, 2009. In those case status updates, Wells Fargo stated that the Defendant's loan is currently under review for possible modification consistent with the requirements of the HMP. Moreover, Wells Fargo has attempted to contact the Defendant regarding her eligibility for a loan modification under the HMP, but has been unsuccessful in those attempts. Accordingly, pursuant to Section 4 of the Supreme Court's May 22 Order,

Wells Fargo will file a Motion to Lift Stay with this Court to lift the stay of proceedings and

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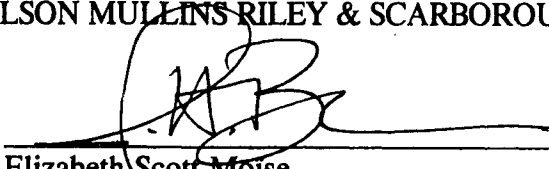
Winnifred B. Clark

CLERK OF COURT
ORANGEBURG COUNTY, SC 436

MFF - Exhibit 105

seek a determination by the Court that the HMP requirements have been satisfied without resulting in a loan modification.

NELSON MULLINS RILEY & SCARBOROUGH LLP

By: 

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Attorneys for Wells Fargo Bank, N.A.

Charleston, South Carolina

October 15, 2009

STATE OF SOUTH CAROLINA

COUNTY OF ORANGEBURG

Wells Fargo Bank, N. A.

Plaintiff,

Vs.
Dorothy Sistrunk;

Defendant(s).

THE COURT OF COMMON PLEAS

DOCKET NO

2008-CP-38-1024

**RESPONSE TO PLAINTIFF'S
CASE STATUS UPDATE 10/16/2009
PURSUANT TO THE MAY 22, 2009
SUPREME COURT OF SOUTH
CAROLINA ORDER FOR
FORECLOSURE CASES**

2009 OCT 16 PM 4:32

Comes now the Defendant Dorothy Sistrunk to respond to the PLAINTIFF'S CASE STATUS UPDATE, DATED 10/16/2009 AND RECEIVED 10/19/2009, PURSUANT TO THE MAY 22, 2009 SUPREME COURT OF SOUTH CAROLINA ORDER FOR FORECLOSURE CASES.

TO: PLAINTIFF WELLS FARGO BANK, N.A.

1. **Response to paragraph 1:** No written response required.
2. **Response to paragraph 2:** In Wells Fargo's Case Status Update filed on June 16, 2009, July 15, 2009, August-18, 2009, September 15, 2009 and the current case status update filed on October 16, 2009, the Plaintiff continues to state, {Quote} "that the Defendant's loan is currently under review for possible modification consistent with the requirements of the HMP" {End Direct Quote} In sentence #2, Paragraph #2, of this filed statement, the Plaintiff repeats a LIE that began with the first filed case status update. As in previous responses to the Plaintiff's case status updates, the Defendant shall quote this LIE and MISINFORMATION Directly. {Quote} "Moreover, Wells Fargo attempted to contact the Defendant regarding her eligibility for a loan modification under the HMP, but has been unsuccessful in those attempts. Accordingly, pursuant to Section 4 of the Supreme Court's May 22, Order, Wells Fargo will file a Motion to

Lift Stay with this Court to lift the stay and seek determination by the Court that the HMP requirements have been satisfied without resulting in a loan modification.” {End Direct Quote}

3. The Defendant hereby notifies the Court, that Wells Fargo (hereafter the Plaintiff) has not made any legitimate attempt to notify the Defendant relative to HMP. Nor has the Defendant refused to speak to the Plaintiff’s agent/s, representative/s, authorized personnel, officer/s and/or attorney/ies. The Defendant defines “Legitimate Attempt”, as any contact initiated by the Plaintiff’s personnel, agent/s, representative/s, officer/s and/or attorney/ies in the form of clearly identifiable written (delivered by the Postal Service or any other delivery service), verbal (by phone – the Defendant has two answering machines) and/or communication by electronic media; such as an email that clearly states the purpose and reason for the contact. In this case, loan modification relative to HMP.

4. As the Defendant previously stated, there has never and will never be a time when the Defendant will refuse to speak to the Plaintiff. The Defendant does not know the person or persons responsible for these OUTRIGHT LIES given to the Court.

No one from Nelson Mullins Riley & Scarborough LLP or from the Plaintiff has made any attempt to contact the Defendant by phone or by any other means relative to HMP at any time, nor has the Defendant received any documents from the Plaintiff that can be clearly or remotely identified as being from an HMP office.

5. As the Defendant has stated repeatedly; a loan suspected of being obtained by “Fraud” cannot be modified under any existing program the Plaintiff has. The Defendant restates for the record: Loan #708-0174072777 cannot be modified because the Plaintiff’s own Loss Mitigation Department, SUSPECTS THE LOAN WAS APPROVED BECAUSE OF FRAUD. Again, the Defendant refers the Court to Exhibit 39, page 2, paragraph 3, dated May 8, 2008 to the phone numbers (800) 569-4287 [TDD: (800) 877-8339] and [888-WISE-PLAN] for consumer counseling services.

This office address was as follows:

Wells Fargo Home Mortgage
Attn: Borrower Counseling Services
MAC X7801-03K
3476 Stateview Blvd.
Fort Mill, South Carolina 29715

As in the previous filing, the Defendant refers the Court to Exhibit 61, page 1, paragraphs 1-3, dated June 24, 2008 and the phone number 1-866-488-2028. The Plaintiff's own representatives have stated repeatedly loan #708 – 0174072777 cannot be modified because of SUSPECTED FRAUD.

As stated previously, even after the national mortgage crisis began and HOPE NOW was created, of which the Plaintiff is a member bank, representatives have repeatedly stated loan #708 – 0174072777 cannot be modified under the HOPE NOW program because of SUSPECTED FRAUD. The Defendant refers the Court to the phone numbers on Exhibits 27 & 28, dated June 16, 2008 and July 23, 2008 respectively. All it takes to verify the Defendant's statements is to call the numbers listed or ask the Plaintiff's Loss Mitigation Department can a mortgage suspected of being obtained by "Fraud" be modified under any existing any of the Plaintiff's existing programs?

6. The Defendant will restate why dealing with this issue of "Fraud" is important to the Defendant.

A. Clearing up this "Fraudulent Loan, Note and Mortgage" is necessary to correct all official documents and records relative to loan #0174072777. Otherwise, the Defendant and the Defendant's heirs will be paying property taxes on a home whose stated and recorded "Value" is "Falsified".

B. "Mortgage Fraud" and "Bank Fraud" are criminal acts and the Defendant will not knowingly participate or consciously condone a criminal act.

C. What the Seller and Appraiser did with help from the Broker is wrong and the wrong done to the Plaintiff by the Seller and Appraiser with help from the Broker must be

corrected, even if it means the Defendant loses 423 Bayne Street.

D. The Plaintiff's personnel and its Executive Resolution Team; headed by Janet Frotscher, were irresponsible and derelict in their duties and responsibilities and should be held accountable for their lack of diligence. This fact will be revealed during the trial of this case and before a Judge and Jury.

E. The Defendant can prove with documented evidence that the Loan, Note and Mortgage were "Induced" by "Fraud", approved as a direct result of "Fraud" and the Plaintiff's personnel participated in and perpetuated an illegal "Predatory Lending Scheme" after being duly notified that loan #0174072777 was suspected of being obtained by "Fraudulent means".

F. The Plaintiff's personnel have lied and repeated lies and misinformation relative to the Defendant, thus defaming the Defendant, after being duly notified that the information being stated and repeated in official documents was not true.

G. Completing the forms and entering this "Falsified" and "Fraudulent" Loan, Note and Mortgage into a legitimate Home Affordable Modification Program (HMP) would be perpetuating that "Fraud" and the Plaintiff's illegal "Predatory Lending Scheme" that was initiated by the Seller and the Appraiser with help from the Broker. The Defendant will not participate in this "Scheme" or this "Criminal Act".

H. If the Plaintiff had taken prudent steps on December 24, 2007 after being notified of lies, deceit, deception and "Fraud" by the Seller and cancelled the check issued to the Seller, Thomas Jacobs, this entire matter would not exist. The Plaintiff's personnel did not act responsibly then and they are not acting responsibly now.

7. As the Defendant stated previously, the Defendant is not an unreasonable person. If the Plaintiff sincerely desires to settle this matter legally, honestly and in "Good Faith"; as well as resolve all outstanding issues relative to loan #0174072777 that was approved and entered into due to "Fraud"; then, Wells Fargo should do the following to end this "Fraud" and this illegal "Predatory Lending Scheme":

A. Notify the appropriate law enforcement agency/ies concerning this “Fraudulent” Mortgage, Note and Loan. In all probability, the Seller, and the Appraiser with help from the Broker may have committed “Bank Fraud” which is a criminal act.

B. Notify the appropriate authorities in Orangeburg County relative to the recording of this Mortgage that the \$75,000.00 “Value” of the Loan, Note and Mortgage is suspected of being “Fraudulent” and the loan was entered into due to “Fraudulent Inducements” by the Seller and Appraiser with help from the Broker.

C. End this foreclosure proceeding by canceling the current loan; because, due to “Fraud”, Wells Fargo does not have a legitimate claim to the property known as 423 Bayne Street in Orangeburg, South Carolina. If anything, 423 Bayne Street is the physical evidence of the “Fraud” perpetrated by the Seller and the Appraiser with help from the Broker.

D. Compensate the Defendant completely and fully.

E. Pursue the Seller, Appraiser and the Broker to recover any losses Wells Fargo has incurred, including legal expenses.

F. If needed, Wells Fargo can call the Defendant and many of the Defendant’s witnesses to testify as to the “Fraudulent” activities of the Seller and Appraiser with help from the Broker and can verify the Appraisal is “Falsified” and the “Value” of 423 Bayne Street is “Fraudulent”.

8. The above stated reasons to end this “Fraud” stated in paragraph 7 and the most logical, legitimate, sane and expeditious way to end this “Predatory Lending Scheme” stated in paragraph 8 will bring justice and legality back to this sordid affair known as loan #0174072777. Any other course of action; other than reducing the property to its true value, will only lead to more misery, hardship and unnecessary financial loss for all involved. Sometimes all a person or a corporate entity needs to do is exercise reason, rationality and “Common Sense”.

The Defendant includes reducing the property to its true value in this response because it was not included in the previous responses relative to Case Status Updates. This inclusion also restates a position the Defendant has had since December 21, 2007.

9. As stated in the Defendant's previous response concerning these new developments, on Thursday, October 8, 2009, at approximately 1:00 p.m. EST, an automated call came in from Thomas Robinson. The call was received by the Defendant's husband who was in a wheel chair at the time. The caller – Thomas Robinson – said he was from the Loan Modification Department. He did not give any further information. Since the call was automated, the Defendant's husband did not have a pen and paper handy to record the phone number that was given.

10. On Monday, October 26, 2009, at approximately 4:15 p.m. EST, the Defendant's husband called HOPE NOW at 1-888-995-4673 to see if its position on suspected mortgage fraud had changed since June and July of 2008. The Defendant's husband was told to call 1-877-369-7284 for answers to his questions. The 1-877-369-7284 phone number is to GreenPath, a loan modification and debt solution company and a member of the HOPE NOW alliance along with Wells Fargo. After a brief waiting period, GreenPath's representative, Laura Saipan, came on the phone.

11. The Defendant's husband told Laura Saipan the Defendant had Court Documents filed by Wells Fargo's attorneys during a foreclosure proceeding stating the Defendant refused to talk with the Plaintiff and the Plaintiff had made attempts to contact the Defendant and he knew these statements were not true. He also told Laura Saipan the Defendant contacted HOPE NOW during June and July of 2008 and was told by HOPE NOW representatives that no programs existed for mortgages suspected of being fraudulent.

12. The Defendant's husband informed Laura Saipan the Defendant had also contacted HOPE NOW during February or March of 2009, but, he was not certain of the time and date. The Defendant's husband made it known he was calling to find out whether or not HOPE NOW's position had changed relative to mortgages suspected of being fraudulent. Laura Saipan told the Defendant's husband there are many programs available to help families

experiencing foreclosure and the best thing to do was give her the information she needed so she could contact the Plaintiff on the Defendant's behalf. The Defendant's husband agreed.

13. At approximately 4:45 p.m. EST on October 26, 2009, the Defendant was conferenced in to the call to continue the discussion with Laura Saipan. The Defendant's husband participated in the telephone interview because all the mortgage, loan and Court documents were at the house with him and he could easily give the Defendant and Laura Saipan the relevant loan information they would need to complete the necessary paperwork to contact the Plaintiff. Laura Saipan agreed.

14. As the interview proceeded, the Defendant answered Laura Saipan's questions as to:

A. Why is the Defendant's mortgage in foreclosure and related questions?

B. Who is responsible for maintaining insurance and paying taxes on the property, the condition of the property and related questions?

C. If the Plaintiff wanted the mortgage payments from March 2008 until the present would the Defendant be able to pay it and related questions?

15. **Answer to Laura Saipan's question 14A:** The Defendant essentially recounted the chronology of events that led to the current foreclosure proceeding in the Court of Common Pleas. The Plaintiff can review the events that led to the current foreclosure proceedings by doing the following:

A. Review the Defendant's ANSWER TO COMPLAINT filed in the Court of Common Pleas on July 18, 2008, pages 2-7, paragraph 6,

B. Review the Defendant's DEMAND FOR TRIAL BY JURY, pages 3-4, paragraphs 8 and 9, filed in the Court of Common Pleas on August 12, 2008 under the subsection Response to CASE HISTORY.

- C. Review Exhibit 52.
- D. Review Exhibit 72.

16. **Answer to Laura Saipan's question 14B:** The Defendant and the Defendant's husband both answered - Wells Fargo because of the TRO (Temporary Restraining Order) and the HMP (The Home Affordable Modification Program). The TRO is referred to as "The Court Documents" by the Defendant during the interview. It is important to note during discussions with Laura Saipan, the Defendant's husband made it known to Laura Saipan foreclosure proceedings are temporarily suspended because of the TRO.

17. **Answer to Laura Saipan's question 14C:** The Defendant informed Laura Saipan the Defendant would be able to pay the Plaintiff all the mortgage payments due from March 2008 to the present. It is important to note the Defendant has never refused to pay the Plaintiff. The Defendant has refused to participate in an illegal "Predatory Lending Scheme" and refused to pay on a mortgage that came into existence because of fraud, lies and deception. The Defendant refers the Plaintiff to all the Pleadings, Responses and Replies already filed with the Court of Common Pleas to date.

18. Laura Saipan also concluded the Defendant is basically being forced to make payments on a house that does not technically exist if the appraisal is falsified. She further concluded, if the information concerning the actual condition of the property is true, the Defendant needs the property fixed to justify the \$75,000.00 price or a new mortgage based on the value of the unfinished home. This is precisely what the Defendant has been saying to the Plaintiff from the beginning. {Review Exhibit 52, pages 3 and 4} The Defendant agreed to accept a mortgage based on the value of the unfinished home. {See attached copies marked as Exhibit 166, page 3} Laura Saipan asked other questions as well, but some of those questions are not relevant to this case since they were directed to the Defendant's husband. The remaining questions were necessary to fill out the forms that would enable her to contact Wells Fargo.

19. Sometimes after 5:00 p.m., EST, on October 26, 2009, Laura Saipan ended her interview with the Defendant and contacted Wells Fargo (the Plaintiff). The Defendant and the Defendant's husband were still on the phone with Laura Saipan when she called Wells Fargo (the Plaintiff). Wells Fargo's (the Plaintiff's) representative refused to talk to Laura Saipan or the Defendant because of company policy and told Laura Saipan to have the Defendant call 1-866-480-5004. It is important to note this phone number is the same phone number the Defendant called in the past to HOPE NOW.

20. Laura Saipan agreed to send the Defendant's husband a copy of the Budget Summary since he made the initial call. On Tuesday, October 27, 2009, at approximately 11:00 p.m. EST, the Defendant's husband opened and printed an email from Laura Saipan. {See Exhibit 166} The Defendant's conversation with Laura Saipan at GreenPath effectively ends the Plaintiff's lie that the Defendant refuses to talk to the Plaintiff and the Plaintiff's claim they have been unsuccessful in their attempts to contact the Defendant. It is the Plaintiff that refuses to talk to the Defendant and has not and did not contact the Defendant concerning the HMP.

21. On October 29, 2009 at approximately 2:15 p.m., EST, another automated call came in from Thomas Robinson. As before, he stated he is from the Loan Modification Department. The message was recorded by the Defendant's answering machine as well as the number 1-877-290-1813. The Defendant returned the call a few days later, but Thomas Robinson was not in. It is important to note the 1-877-290-1813 number is a direct line to Thomas Robinson not Wells Fargo (the Plaintiff).

22. On November 10, 2009 at approximately 6:50 p.m., EST, the Defendant called the Plaintiff at 1-866-480-5004. As stated previously and in paragraph 19, this is simply another phone number to HOPE NOW. The Defendant immediately told the representative that answered the phone that a representative from Wells Fargo (the Plaintiff) gave the Defendant this number to call.

The representative's name that answered the phone is David. His employee code is UCQ. It is important to note, David did not identify himself as a Wells Fargo (the Plaintiff) employee.

23. David stated the HOPE NOW program is an attempt to collect a debt or help people who are having problems making their mortgage payments. He stated this is done through various programs. As the interview proceeded, the Defendant answered David's questions as to:

A. What happened to cause the Defendant's payments to get behind and related questions?

B. Who did the Defendant talk to about problems with the Defendant's mortgage and related questions?

24. **Answers to David's question 23A:** The Defendant explained that after receiving the appraisal for 423 Bayne Street , a call was made to Wells Fargo (the Plaintiff) to inform them the appraisal is falsified. After Wells Fargo (the Plaintiff) did not respond and did not send anyone to inspect or review the property or verify the Defendant's claims, the Defendant informed Wells Fargo (the Plaintiff) no additional mortgage payments would be paid until this matter is resolved. The Defendant told David fraud is involved and some of the paperwork was changed after signing. {Review Exhibits 52 and WF00028-WF00029}

25. **Answers to David's question 23B:** The Defendant told David, she had written to Wells Fargo's (the Plaintiff's) Executive Resolution Team and Loss Mitigation Department. {Review Exhibits 62 and 72} After trying to resolve this matter, Wells Fargo (the Plaintiff) filed for a foreclosure and the case has been in court since. After hearing the Defendant's explanation, David stated HOPE NOW has programs that could help modify the loan. David proceeded to tell the Defendant what paperwork is needed to start the loan modification process, i.e., hardship letter or paper, financial worksheet and 2 pay stubs.

David also stated the HHMP program may be helpful and provided a website (www.makinghomeaffordable.gov). In addition, David gave the Defendant a fax number to Loss Mitigation, 1-866-359-7363. It is important to note this is the same number the Defendant faxed requested financial information on May 14, 2008. {Review Exhibit 72} As stated throughout this foreclosure proceeding, the Plaintiff has not only consistently refused to cooperate with the Defendant, the Plaintiff has consistently stated there were no programs to modify a mortgage suspected of being "Fraudulent".

26. On Saturday, November 14, 2009, the Defendant received two letters from Wells Fargo (the Plaintiff) dated, November 9, 2009 and November 10, 2009. {See Exhibits 167 and 168} Neither letter deals with the "Fraud" relative to the Defendant's mortgage that is the basis of the Defendant's refusal to continue paying on a mortgage that is based on the fraudulent activity, lies, deceit and deception by the Seller - Thomas Jacobs and the falsified appraisal done by - Jim H. Austin III - the Appraiser, with help from the Broker - Goldengate Mortgage/David Terrell.

27. Pursuant to Section 4 of the Supreme Court's May 22 Order, and assuming the Plaintiff files a Motion to lift the Stay, the Defendant will seek a determination from the Court relative to the Plaintiff's failure to comply with the Supreme Court's Order to meet the requirements of the HMP because the Plaintiff refused to contact or talk to the Defendant and therefore a loan modification could not take place prior to October 26, 2009.

Therefore, the Defendant will file a Motion for DISMISSAL and just and fair COMPENSATION. The Defendant has consistently stated to the Plaintiff from the very beginning that the only way to logically, effectively and honestly modify loan #708-0174072777 is to fix the property to justify it's \$75,000.00 price or reduce the Loan, Note and Mortgage to it's true "Value" as it was on October 8, 2007, the effective date of the falsified appraisal with the file number 7-59.

NOTIFICATION

A copy of the RESPONSE TO THE PLAINTIFF'S CASE STATUS UPDATE DATED 10/16/2009 AND RECEIVED ON 10/19/2009 PURSUANT TO THE MAY 22, 2009 SUPREME COURT OF SOUTH CAROLINA ORDER FOR FORECLOSURE CASES filed with the Clerk of Court will be mailed to the Plaintiff's Attorneys

Nelson Mullins Riley & Scarborough LLP @
1320 Main Street / 17th Floor / Columbia, SC 29201
POB 11070 / Columbia, SC 29211-1070
Tel: 803-799-2000 / Fax: 803-256-7500

Note: Any attorney, the entire staff or all the attorneys at Nelson Mullins Riley & Scarborough are free to inspect the property to verify all statements of fact concerning the property are true. They are free to drop in, stop by or drive by at anytime unannounced without calling ahead between the hours of 9 a.m. to 6 p.m. – Monday – Sunday or as long as there is sufficient daylight. They are free to bring their own appraisers, contractors and/or experts for additional factual verification if they desire to do so. This invitation also holds true for the Plaintiff and the Plaintiff's authorized officers, managers, staff, JFERT, or any authorized personnel. For safety reasons please do not send anyone that weighs more than 250 pounds because the floors are weak.

IN WITNESS WHEREOF, The undersigned has signed and sealed these attestations this 16
day of November in the year 2009 in City of Orangetburg, State of South Carolina.

Signed, sealed and delivered in the presence of:

Print Name: Dorothy Sistrunk
Signature: Dorothy Sistrunk
Notary Witness (1): _____
(Signature)

**STATE OF SOUTH CAROLINA
COUNTY OF ORANGEBURG**

On November 16, 2009 before me appeared Dorothy Sistrunk and proved to
me on the basis of satisfactory evidence to be the person whose name is subscribed to the within
instrument and acknowledged to me that he/she executed the same in his/her authorized capacity,
and that by his/her signature on the instrument presents this document. WITNESS my hand and
official seal.

Notary Emma M. Green
(Signature)

Commission Expires 11/2016

(Seal)

Pending

STATE OF SOUTH CAROLINA)
) IN THE COURT OF COMMON PLEAS
COUNTY OF ORANGEBURG) FIRST JUDICIAL CIRCUIT

Wells Fargo Bank, N.A.,) Civil Action No. 2008-CP-38-1024
)
Plaintiff,)
)
vs.)
)
Dorothy Sistrunk,)
)
Defendant.)
)

CASE STATUS UPDATE
PURSUANT TO MAY 22, 2009
SUPREME COURT ORDER FOR
FORECLOSURE CASES

On May 4, 2009, the Supreme Court of South Carolina issued a Temporary Restraining Order ("TRO") affecting all foreclosure actions in South Carolina. In accordance with the TRO, Plaintiff Wells Fargo Bank, N.A. ("Wells Fargo") filed an affidavit on May 15, 2009, stating that the mortgage and loan in this action may be subject to loan modification under the Home Affordable Modification Program (HMP). On May 22, 2009, the Court issued a subsequent Order stating that foreclosure actions are stayed when a mortgage loan is eligible for modification under the HMP. Further, the Court's Order requires a status update to the trial court every thirty days.

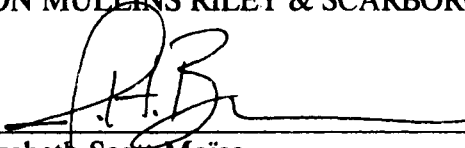
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ATTEST: TRUE COPY

Winniford B. Clark - Exhibit 106
CLERK OF COURT
ORANGEBURG COUNTY, SC

proceedings and seek a determination by the Court that the HMP requirements have been satisfied without resulting in a loan modification.

NELSON MULLINS RILEY & SCARBOROUGH LLP

By: 

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Attorneys for Wells Fargo Bank, N.A.

Charleston, South Carolina

November 16, 2009

Pending

STATE OF SOUTH CAROLINA)
) IN THE COURT OF COMMON PLEAS
COUNTY OF ORANGEBURG) FIRST JUDICIAL CIRCUIT

Wells Fargo Bank, N.A.,) Civil Action No. 2008-CP-38-1024

Plaintiff,)

vs.)

Dorothy Sistrunk,)

Defendant.)

CASE STATUS UPDATE
PURSUANT TO MAY 22, 2009
SUPREME COURT ORDER FOR
FORECLOSURE CASES

2009 DEC 17

On May 4, 2009, the Supreme Court of South Carolina issued a Temporary Restraining Order ("TRO") affecting all foreclosure actions in South Carolina. In accordance with the TRO, Plaintiff Wells Fargo Bank, N.A. ("Wells Fargo") filed an affidavit on May 15, 2009, stating that the mortgage and loan in this action may be subject to loan modification under the Home Affordable Modification Program (HMP). On May 22, 2009, the Court issued a subsequent Order stating that foreclosure actions are stayed when a mortgage loan is eligible for modification under the HMP. Further, the Court's Order requires a status update to the trial court every thirty days.

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the Supreme Court's May 22 Order, Wells Fargo will file a Motion to Lift Stay with this Court

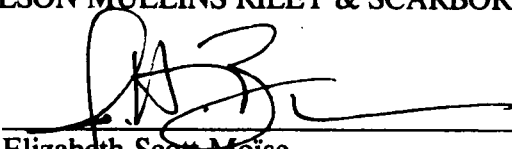
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W. M. F. - Exhibit 107

CLERK OF COURT
ORANGEBURG COUNTY, SC

to lift the stay of proceedings and seek a determination by the Court that the HMP requirements have been satisfied without resulting in a loan modification.

NELSON MULLINS RILEY & SCARBOROUGH LLP

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Attorneys for Wells Fargo Bank, N.A.

Charleston, South Carolina

December 16, 2009

STATE OF SOUTH CAROLINA

COUNTY OF ORANGEBURG

Wells Fargo Bank, N. A.

Plaintiff,

Vs.
Dorothy Sistrunk;

Defendant(s).

THE COURT OF COMMON PLEAS

DOCKET NO

2008-CP-38-1024

**RESPONSE TO PLAINTIFF'S
CASE STATUS UPDATE 12/16/2009
PURSUANT TO THE MAY 22, 2009
SUPREME COURT OF SOUTH
CAROLINA ORDER FOR
FORECLOSURE CASES**

2009 JAN 19 P 14

Comes now the Defendant Dorothy Sistrunk to respond to the PLAINTIFF'S CASE STATUS UPDATE, DATED 12/16/2009 AND RECEIVED 12/21/2009, PURSUANT TO THE MAY 22, 2009 SUPREME COURT OF SOUTH CAROLINA ORDER FOR FORECLOSURE CASES.

TO: PLAINTIFF WELLS FARGO BANK, N.A.

1. **Response to paragraph 1:** No written response required.
2. **Response to paragraph 2:** In Wells Fargo's previous Case Status Updates filed on June 16, 2009, July 15, 2009, August 18, 2009, September 15, 2009, October 16, 2009, November 16, 2009 and the current Case Status Update filed on December 16, 2009, the Plaintiff has repeatedly stated, {Quote} "that the Defendant's loan is currently under review for possible modification consistent with the requirements of the HMP" {End Direct Quote}

Response to sentence #2, Paragraph #2: The Defendant has consistently informed the Court that the Plaintiff has been lying and misinforming the Court since the first Case Status Update was filed on June 16, 2009. As in previous responses to the Plaintiff's case status updates, the Defendant shall quote this LIE and MISINFORMATION Directly. {Quote} "Moreover, Wells Fargo attempted to contact the Defendant regarding her eligibility for a loan

modification under the HMP, but has been unsuccessful in those attempts. Accordingly, pursuant to Section 4 of the Supreme Court's May 22, Order, Wells Fargo will file a Motion to Lift Stay with this Court and seek determination by the Court that the HMP requirements have been satisfied without resulting in a loan modification." {End Direct Quote}

3. The Defendant hereby notifies the Court, that Wells Fargo (hereafter the Plaintiff) did not make any legitimate attempt to notify the Defendant relative to HMP from June 2009 to November 2009. Nor has the Defendant refused to speak to the Plaintiff's agent/s, representative/s, authorized personnel, officer/s and/or attorney/ies. The Defendant defines "Legitimate Attempt", as any contact initiated by the Plaintiff's personnel, agent/s, representative/s, officer/s and/or attorney/ies in the form of clearly identifiable written (delivered by the Postal Service or any other delivery service), verbal (by phone – the Defendant has two answering machines) and/or communication by electronic media; such as an email that clearly states the purpose and reason for the contact. In this case, loan modification relative to HMP.

4. As the Defendant previously stated, there has never and will never be a time when the Defendant will refuse to speak to the Plaintiff as the Defendant will prove in this filing. The Defendant does not know why these OUTRIGHT LIES are being filed in the Court of Common Pleas. There has been no acknowledgement by the Plaintiff of the contact and correspondence between the Defendant and the Plaintiff's personnel that began on Thursday, October 8, 2009. This consistent failure to acknowledge contact further illustrates the lies and misinformation from the Plaintiff concerning the reported attempts to contact the Defendant relative to the HMP. The Defendant recommends the Plaintiff and the Court review paragraphs 9 through 26 in the Defendant's RESPONSE TO PLAINTIFF'S CASE STATUS UPDATE 10/16/2009 PURSUANT TO THE MAY 22, 2009 SUPREME COURT OF SOUTH CAROLINA ORDER FOR FORECLOSURE CASES that the Defendant filed on November 16, 2009.

5. The Plaintiff did not acknowledge in this filed Case Status Update receiving the documentation and information the Defendant faxed On Friday, November 20, 2009, to the Plaintiff's Home Mortgage Division located at 3480 Stateview Blvd., MAC X7802-03H, Fort Mills, South Carolina, SC 29715, {Refer to filed Exhibits 169 - 173} and the fax number sent to the Defendant (1-866-359-7363). {Refer to filed Exhibit 174, No# 04 for fax verification} In this filed Case Status Update, the Plaintiff did not acknowledge receiving the Fax Letter and documentation the Defendant sent explaining the fraudulent nature of the loan, note and mortgage or the notification to the Plaintiff's Home Mortgage Division that a tentative agreement had been reached with GreenPath and HOPE NOW to accept a mortgage based on the value of the unfinished home as it was on October 8, 2007. {Refer to filed Exhibit 175}...which is the effective date of the falsified Appraisal #7-59. {Refer to filed Exhibits 8 -14 and Wells Fargo's Exhibits WF00001 - WF00027}

6. In the Plaintiff's filed Case Status Update, the Plaintiff did not mention sending an information package to the Defendant by UPS. This information package from the Plaintiff's Home Mortgage Division with the tracking number 1Z 14E 612 13 4828 9344 that contained forms for the HMP was delivered by UPS on Tuesday, December 1, 2009. {Refer to filed Exhibit 176} The information packet also contained a fax number to the Office of the Special Inspector General, 1-202-622-4559. This fax number is on Freddie Mac Form 1125. {See filed Exhibit 177} This form asked, "If you are aware of fraud, waste, abuse, mismanagement or misrepresentation affiliated with the Troubled Asset Relief Program, please contact SIGTARP."

On Friday, December 4, 2009, the Defendant faxed a letter along with documentation to the Office of the Special Inspector General notifying the agency the Plaintiff is attempting to use the HMP to modify a fraudulent loan, note and mortgage. The Office of the Special Inspector General has not contacted the Defendant as of the date of this filing. {Refer to filed Exhibit 178}

7. On Thursday, December 10, 2009, the Defendant returned the incomplete and unsigned forms for the HMP back to the Plaintiff because the forms did not address the issue of fraud. The Defendant stated the reasons why participation in the Home Affordable Modification Plan was not possible on the Cover Sheet {Refer to filed Exhibit 179} and on the signature pages. {Refer to filed Exhibit 180} The unsigned and incomplete forms were sent by UPS to the Plaintiff's Home Mortgage Division, 1000 Blue Gentian Road, Suite 30, Eagan, MN 55121. The UPS tracking number to verify delivery to the Plaintiff is #1Z 14E 612 84 4839 2018. {Refer to filed Exhibit 181} The Plaintiff did not acknowledge receiving the forms for the HMP in this filed Case Status Update.

8. On Wednesday, December 16, 2009, the Defendant faxed the tax bill for 2009 to the Plaintiff's home office in Des Moines, Iowa (1-866-278-1179). {Refer to filed Exhibit 183} The Defendant also included a Fax Letter highlighting the facts in the case. {Refer to filed Exhibit 184} The Defendant included an unedited Fax Journal to verify all faxes to the parties mentioned herein were sent successfully. {Refer to filed Exhibit 185}

9. On Monday, December 21, 2009, the Defendant received a letter from the Plaintiff's Home Mortgage Division acknowledging the letter the Defendant faxed on December 16, 2009 was received and the issues raised were under review. The letter is from Jerilynn Frerichs and it is dated December 16, 2009. {See Exhibit 186}

10. On Wednesday, December 30, 2009, the Defendant received a notification from the Plaintiff's Home Mortgage Division informing the Defendant the Hazard Insurance was renewed. The notification is dated December 22, 2009. {See Exhibit 187}

11. On Monday, January 5, 2010, the Defendant received a third letter from the Plaintiff's Home Mortgage Division, dated December 24, 2009. In the letter, the Plaintiff restates a position that has been held since February 21, 2008 and provides further evidence

the Plaintiff is still relying on the falsified appraisal #7-59 provided by Jim H. Austin III, the altered and forged Sales Contract from the Seller and the misrepresentations from the Broker - Golden Gate Mortgage/David Terrell relative to the financial information and verification documents the Defendant gave the Seller - Thomas Jacobs. {See Exhibit 188}

12. In paragraph 5 of the Plaintiff's letter, marked as Exhibit 188, the Plaintiff's representative, Myra J. Schulze states: "As previously stated in our letters, WFHM is only the lender and is not a party to any issues that arise between you and the seller. These types of issues need to be addressed directly with the seller. WFHM merely provided you with the financing for this property and is unable to give you legal advice or assistance. You will need to consult with an attorney in order to pursue any legal remedies you may have against the seller. WFHM considers this matter resolved." {End Quote}

13. The Defendant questions these statements by Myra J. Schulze, because the Plaintiff did not give the \$75,000.00 to the Defendant, nor did the Plaintiff rely solely on the representations, statements and documentation from the Defendant that were given to the Seller - Thomas Jacobs. In addition, the Plaintiff, at no time prior to the loan being closed, contacted the Defendant, nor did the Broker - Golden Gate Mortgage/David Terrell. All contact relative to and prior to the loan being closed took place between the Plaintiff's personnel and the Broker. Furthermore, when a Federal agency is involved, like Freddie Mac, Fannie Mae or HUD and a loan broker, real estate transactions between the lender, buyer and seller are governed by Federal and State laws. Under South Carolina law, the Broker represents the buyer, not the seller.

14. The Defendant refers the Plaintiff to 18 U.S.C. § 1341 : US Code - Section 1341: Frauds and Swindles. ; This section of the US Code clearly states: "Whoever, having devised or intending to devise any scheme or artifice to defraud, or for obtaining money or property by means of false or fraudulent pretenses, representations, or promises, or to sell, dispose of, loan, exchange, alter, give away, distribute, supply, or furnish or procure for unlawful use any

counterfeit or spurious coin, obligation, security, or other article, or anything represented to be or intimated or held out to be such counterfeit or spurious article, for the purpose of executing such scheme or artifice or attempting so to do, places in any post office or authorized depository for mail matter, any matter or thing whatever to be sent or delivered by the Postal Service, or deposits or causes to be deposited any matter or thing whatever to be sent or delivered by any private or commercial interstate carrier, or takes or receives there from, any such matter or thing, or knowingly causes to be delivered by mail or such carrier according to the direction thereon, or at the place at which it is directed to be delivered by the person to whom it is addressed, any such matter or thing, shall be fined under this title or imprisoned not more than 20 years, or both. If the violation affects a financial institution, such person shall be fined not more than \$1,000,000 or imprisoned not more than 30 years, or both.”

15. The Plaintiff is a financial institution, the Appraisal is falsified, the Sales Contract is altered and the Defendant's initials forged after signing. The Seller, at the time, was an unlicensed Loan Originator. Forged and falsified documents were faxed or sent to the Plaintiff by the Broker. Loan proceeds were wired or delivered to the closing attorney that are based on falsifications and misrepresentations of material facts. Proceeds were paid to the Seller, the Broker received a commission and these payments are itemized on Federal forms that were used during the closing. The Plaintiff has admitted a formal approval process was involved that was based on representations, statements and documents from the Seller, Broker and Appraiser.

16. In addition, if this matter of falsified documentation , misrepresentations and outright lies by the Seller, the Appraiser, with help from the Broker was solely between the Seller and the Defendant as Myra J. Schulze claims, why would the FBI, DAs and State Attorney Generals prosecute Mortgage Fraud as evidenced by the following Press Releases?

A. Thursday, December 31, 2009 at 11:23 AM

Three, including father and son, charged in accusations of inflating appraisals to obtain business from lenders

In the following press release the Orange County (CA) District Attorney announced that a father and son have been arrested on charges of conspiring to commit fraud by inflating property appraisal values with their real estate appraisal executive in order to secure more business with lending institutions. James Merritt Eaton, 60, his son Brian Chandler Eaton, 28, both of Laguna Beach, and real estate appraisal firm executive Michael John Bell, 32, Corona del Mar, are each charged with one felony count of conspiracy to defraud another of property, 17 felony counts of grand theft by false pretense, two felony counts of identity theft, two felony counts of false personation, and sentencing enhancement allegations for aggravated white collar crime over \$100,000 and property damage over \$50,000. If convicted, each defendant faces a maximum sentence of 18 years in state prison.

B. Tuesday, December 29, 2009 at 2:45PM

New York appraiser indicted in fraud and witness tampering allegations

Andrew T. Baxter, United States Attorney, Rene Febles, Special Agent in Charge, United States Department of Housing and Urban Development, Office of Inspector General, John F. Pikus, Special Agent in Charge, Albany Division of the Federal Bureau of Investigation, Patricia J. Haynes, Special Agent in Charge, Internal Revenue Service, Criminal Investigation Division (New York Field Office), and Robert Bethel, Inspector in Charge, United States Postal Inspection Service, announce that Michael Cassadei, age 53, of Schenectady and Galway, New York, was arrested today following the unsealing of a five-count indictment by a federal grand jury in Albany.

The indictment alleges that defendant Michael Cassadei doing business as AAA Allstate Appraisal Services, violated Title 18, United States Code, Sections 1344(1), (2) and 2 by participating with others in a complex mortgage fraud property-flipping scheme by making and causing to be made materially false and fraudulent misrepresentations to a federally-insured financial institution with regard to, among others, certain loan applications, down payments, seller-held second mortgages, and HUD-1 forms, and by using his own appraisal business to generate misleading appraisals in support of the residential properties he sold through nominees, and through whom he obtained the bulk of the proceeds of the resulting mortgage loans. All of the properties, which were located in Albany and Schenectady, went into foreclosure and caused significant losses to the financial institutions which held the mortgages.

C. Thursday, October 8, 2009 at 2:43PM

Appraiser pleads guilty in Tampa area mortgage fraud

In the following press release A. Brian Albritton, United States Attorney for the Middle District of Florida announced that Barry C. Westergom (age 60, of Jacksonville) pleaded guilty today to conspiring to commit wire and bank fraud. Westergom faces a maximum penalty of thirty years

in federal prison and a fine of \$1 million.

According to court documents, the charges arise out of Westergom's involvement in a scheme in which a co-conspirator, Juan Carlos Gonzalez, negotiated the purchase of higher-end houses and entered into contracts with the sellers of the properties. Westergom was a licensed real estate appraiser and Gonzalez retained him to appraise the properties. **Westergom used inappropriate comparable properties and other fraudulent means to appraise the properties. The appraised value was significantly higher than the agreed purchase price and the true market value of the property. The inflated appraisals were submitted to lenders in support of mortgage loan applications that reflected the higher appraisal price as the actual sales price. Westergom knew that Gonzalez intended to submit the appraisal reports to lenders in support of mortgage loan applications.** The lenders were not informed that the price listed in the loan documents was higher than the actual price negotiated with the seller. The conspiracy operated in 2004 and 2005.

D. Friday, September 4, 2009 at 10:22AM

Two charged in Colorado mortgage fraud allegations

In the following press release it was announced that Cedric Lipsey, age 35, and Philip A. Martinez, age 34, both from Denver, Colorado, were indicted by a federal grand jury last week on charges of wire fraud as part of a mortgage fraud scheme, U.S. Attorney David Gaouette, FBI Special Agent in Charge James Davis, and IRS Criminal Investigation Special Agent in Charge Christopher M. Sigerson made the announcement. Lipsey was arrested by federal agents without incident. He appeared in U.S. District Court in Denver on August 31st, 2009 for an initial appearance, where he was advised of the charges pending against him. He appeared in court again today, where U.S. District Court Magistrate Judge Kristen L. Mix authorized his release on a \$50,000 property bond.

According to the Indictment, beginning in April 2004, and continuing thereafter until about March 2006, in the District of Colorado and elsewhere, **Cedric Lipsey, aided and abetted by defendant Philip A. Martinez, did knowingly devise and intend to devise a scheme to defraud lending companies that funded residential mortgage loans and to obtain money from them by means of materially false and fraudulent pretenses, representations, and promises.**

The defendants also used forged signatures where necessary to facilitate the scheme. Furthermore, **Lipsey enabled certain appraisers to create false reports which reflected that the subject properties were "comparable" to the higher quality or otherwise more valuable properties, when they were not.**

E. Wednesday, August 19, 2009 at 12:53PM

Mesa, AZ man pleads guilty in another cash back fraud

In the following press release the Office of the United States Attorney for the District of Arizona announced that Jake David Abegg Whitman, 33, of Mesa, Ariz., pleaded guilty on August 18, 2009, to one count of Conspiracy to Commit Bank Fraud and seven counts of Bank Fraud. Whitman played a leadership role in the underlying conspiracy, which involved 19 unimproved residential properties in the greater Phoenix area. **The objective of the conspiracy was to obtain mortgage loans that were substantially larger than the actual value of the properties — often by hundreds of thousands of dollars.** Whitman owned 10 of the properties and served as branch manager of the mortgage broker, Academy Mortgage, that processed the loans.

As part of the conspiracy, Whitman worked with a hand-picked appraiser to obtain inflated appraisals for the properties.

F. Wednesday, November 18, 2009

Feds: Appraiser Falsified Westport Mortgage Application

A Norwalk real estate professional today entered a not guilty plea on federal charges he falsified information on a mortgage application for a Westport home he appraised at \$2.7 million. Prosecutors said Thomas Preston, 49, entered the plea in U.S. District Court in Bridgeport. A grand jury had returned an indictment on Oct. 7 charging Preston with one count of making a false statement on a mortgage loan application, the U.S. Attorney's Office said. Following the arraignment, he was released on a personal recognizance bond. **According to the indictment, Preston owned and managed a real estate appraisal company known as Redding Appraisers, and provided appraisals of real and commercial real estate in Connecticut to real estate agents.**

On approximately Oct. 23, 2006, he “knowingly and willfully” made a false statement or report in a mortgage loan application submitted to IndyMac Bank, a financial institution headquartered in Pasadena, Calif, the indictment said. The false statement related to a real estate appraisal that he made, which he knew would be submitted with the mortgage loan application, on a residential property in Westport, the court document said.

The appraisal stated that the property had three habitable floors when, in fact, it had only two habitable floors, according to prosecutors. The alleged false statement allowed Preston to justify his appraisal that the property was worth \$2.7 million, which corresponded with the stated value in the loan application, the indictment said.

If convicted of the charge, Preston faces a maximum term of imprisonment of 30 years and a fine of up to \$1 million. The case came out of the Connecticut Mortgage Fraud Task Force whose formation was announced in July by the U.S. Attorney's Office and the FBI to investigate and prosecute mortgage fraud cases and related financial crimes in the state.

G. Monday, August 24, 2009

For Immediate Release - United States Attorney's Office District of Alaska - Nine Sentenced in Alaska's Largest Mortgage Fraud Investigation

ANCHORAGE, AK—United States Attorney Karen L. Loeffler announced that on August 21, 2009, lead defendant Lance Lockard was sentenced to 70 months in prison for his leadership of a large-scale mortgage fraud scheme.

Lockard was the ninth and last defendant to be sentenced for his role in the largest mortgage fraud investigation in Alaska's history. In total, nine individuals and one corporate defendant were convicted and sentenced for their roles in a widespread, three-year long scheme to defraud some 13 mortgage lenders and banks in 57 different loan transactions netting over \$1,700,000 in profits and over \$2.5 million in losses to the financial institutions. United States District Court Judge Ralph Beistline, who presided over the case, sentenced the nine defendants to a total of 14 and ½ years of imprisonment, and imposed fines of over \$90,000 and restitution of over \$2.5 million dollars.

The defendants convicted as a result of the scheme are: Lance Lockard, of Anchorage, age 34, Gary Paterna, of Anchorage, age 62, Charles Carlson, of Anchorage, age 74, Holli Stroud, of Chugiak, age 30, Jonathan Ruf, of Anchorage, age 33, Keith Facer, of Anchorage, age 41, Don Murray, of Anchorage, age 35, Cerise Sanders, of Anchorage, age 31, and Alaska State Mortgage Company, Inc., of Anchorage.

Lockard, a licensed real estate investor and the lead defendant pled to 64 counts and was sentenced to 70 months and ordered to pay 2.5 million in restitution. Lockard also admitted the forfeiture allegation in an additional count, forfeiting his interest in \$116,000 held in an investment account under his name. Charles Carlson, a licensed real estate appraiser, was sentenced on July 11, 2009, to 24 months and to pay restitution of \$2,360,185. Holli Stroud, a title company loan closer, was sentenced on June 25, 2009, to 18 months and to pay restitution of \$403,733.60. Keith Facer, a licensed real estate agent, was sentenced on May 29, 2009, to 16 months and to pay restitution of \$221,065.24. Don Murray, a licensed real estate agent, was sentenced on May 19, 2009, to 21 months and pay restitution of \$493,868.77.

Cerise Sanders, a loan originator, was sentenced on May 19, 2009, to 12 months and one day. Jonathan Ruf, was sentenced on May 28, 2009, to 12 months and one day and to pay restitution of \$1,066,390. Gary Paterna. Mr. Lockard's father-in-law, was sentenced on May 18, 2009, to three days in jail and pay restitution of \$1,162,884.86. Alaska State Mortgage, a local mortgage company, was sentenced on May 13, 2009, to a fine of \$91,478.53. The defendants pled to a total of 64 counts charging conspiracy, wire fraud, bank fraud, **and false statements to a financial institution**. The pleas and sentencing bring to a close the largest mortgage fraud scheme ever prosecuted in the District of Alaska.

The fraud was perpetrated by professionals in all areas of the real estate industry. Between on or about December 23, 2003, and May 31, 2006, **Lockard and his co-defendants arranged to purchase and sell real estate in Alaska, and to obtain mortgage loans for the purchase and sale of that real estate, through a series of fraudulent schemes that relied upon false and fraudulent statements, inflated appraisals, falsified down payments, nominee borrowers and purchasers, hidden cash-back payments and other improper practices that concealed the true details of the financial transactions from the mortgage lenders involved.**

The effect and result of this conduct was to transfer the investment risk from Lockard and the other co-conspirators to the mortgage lenders and to provide inflated profit and fraudulently obtained loan funds to Lockard and the other co-conspirators. The charges in the indictment to which the defendants pled guilty outlined a total of five separate schemes, involving properties in numerous Anchorage subdivisions, and two large undeveloped properties in the Talkeetna area.

H. Tuesday, December 8, 2009

MN man pleads guilty in a 172 property mortgage fraud scheme

In the following press release, B. Todd Jones, United States Attorney for the District of Minnesota announced that a 27-year-old Webster man pleaded guilty today in federal court to bilking more than \$7 million from at least 15 real estate mortgage lending companies between 2005 and 2008. Appearing before United States District Court Judge Richard Kyle in St. Paul, Dustin LaFavre pleaded guilty to one count of conspiracy to commit mail and wire fraud in connection with this crime. LaFavre was charged on November 5, 2009.

In his plea agreement, LaFavre admitted he conspired with a licensed real estate broker, identified as "Individual 1," to defraud the mortgage lenders. Specifically, he and individual 1 solicited real estate buyers by telling them they would receive significant cash from the proceeds of the mortgage loans. **With the assistance of Individual 1, LaFavre then negotiated the value of single pieces of property as well as property groupings, known as bulk purchases, in an effort to inflate the sale prices of that real estate. Those inflated prices were reported to and ultimately approved by lenders.** Then, after transaction closings, LaFavre and Individual 1 divided among themselves and the buyers the difference between the inflated sale prices and the true sales prices.

LaFavre and Individual 1 sold at least 172 properties during the course of this scheme. In furtherance of the scheme, LaFavre sent false documents via the U.S. Mail as well as commercial carriers. He also caused wire transfers of mortgage loan proceeds from which he and others obtained cash kickbacks.

LaFavre faces a potential maximum penalty of 20 years in prison for his crime. Judge Kyle will determine his sentence at a future date. This case is the result of an investigation by the Federal

Bureau of Investigation and the U.S. Postal Inspection Service. It is being prosecuted by Assistant U.S. Attorney Tracy L. Perzel.

I. Wednesday, January 6, 2010

Georgia couple plead guilty to mortgage and tax fraud charges

Rodney Wells was a mortgage broker through two other companies he created, "Manhattan Group Mortgage" and "Superior Funding Group," and obtained financing for buyers of the properties on which he had placed fraudulent liens. **Wells prepared false appraisals inflating the price of homes** and fraudulent information regarding the prospective buyer's finances including, false verifications of assets on deposit, false information regarding the source of down payment funds and a false representation that the purchaser intended to live in the property as their primary residence.

17. The preceding press releases are just a few of the hundreds that are available from Ian Shuter's Mortgage Fraud Reporter and other online sources. The Plaintiff's failure to acknowledge the fraud associated with the Defendant's mortgage and loan; as well as the irregularities that led to loan #708-0174072777 being approved are the reasons why the Defendant's loan is in foreclosure. The Defendant has sent the Plaintiff documented evidence of the fraud associated with the Loan, Note and Mortgage.

18. The Plaintiff's failure to admit the "Fraudulent Inducements" by the Seller - Thomas Jacobs, the Appraiser - Jim H. Austin III, with help from the Broker - Golden Gate Mortgage/David Terrell, strengthens and validates the Defendant's claim the Plaintiff is knowingly perpetuating an illegal Predatory Lending Scheme in which falsified documents were used and are still being used and relied upon by the Plaintiff.

19. As the Defendant has stated repeatedly; a loan suspected of being obtained by "Fraud" cannot be modified under any existing program the Plaintiff has. The Defendant restates for the record: Loan #708-0174072777 cannot be modified because the Plaintiff's own Loss Mitigation Department, SUSPECTS THE LOAN WAS APPROVED BECAUSE OF FRAUD. Again, the Defendant refers the Court to Exhibit 39, page 2, paragraph 3, dated May 8, 2008 to

the phone numbers (800) 569-4287 [TDD: (800) 877-8339] and [888-WISE-PLAN] for consumer counseling services. This office address is as follows:

Wells Fargo Home Mortgage
Attn: Borrower Counseling Services
MAC X7801-03K
3476 Stateview Blvd.
Fort Mill, South Carolina 29715

As in the previous filing, the Defendant refers the Court to Exhibit 61, page 1, paragraphs 1-3, dated June 24, 2008 and the phone number 1-866-488-2028. The Plaintiff's own representatives have stated repeatedly loan #708 – 0174072777 cannot be modified because of SUSPECTED FRAUD.

As stated previously, even after the national mortgage crisis began and HOPE NOW was created, of which the Plaintiff is a member bank, representatives have repeatedly stated loan #708 – 0174072777 cannot be modified under the HOPE NOW program because of SUSPECTED FRAUD. The Defendant refers the Court to the phone numbers on Exhibits 27 & 28, dated June 16, 2008 and July 23, 2008 respectively. All it takes to verify the Defendant's statements is to call the numbers listed or ask the Plaintiff's Loss Mitigation Department can a mortgage suspected of being obtained by "Fraud" be modified under any of the Plaintiff's existing programs? Only GreenPath provided a remedy to deal with fraud. {Refer to the Action Plan in filed Exhibit 173}

20. The Defendant will restate why dealing with this issue of "Fraud" is important.

A. Clearing up this "Fraudulent Loan, Note and Mortgage" is necessary to correct all official documents and records relative to loan #708-0174072777. Otherwise, the Defendant and the Defendant's heirs will be paying property taxes on a home who's stated and recorded "Value" is "Falsified".

B. "Mortgage Fraud" and "Bank Fraud" are criminal acts and the Defendant will not knowingly participate or consciously condone a criminal act.

C. What the Seller and Appraiser did with help from the Broker is wrong and the

wrong done to the Plaintiff by the Seller and Appraiser with help from the Broker must be corrected, even if it means the Defendant loses 423 Bayne Street.

D. The Plaintiff's personnel and its Executive Resolution Team; headed by Janet Frotscher, were irresponsible and derelict in their duties and responsibilities and should be held accountable for their lack of diligence. This fact will be revealed during the trial of this case and before a Judge and Jury.

E. The Defendant can prove with documented evidence that the Loan, Note and Mortgage were "Induced" by "Fraud", approved as a direct result of "Fraud" and the Plaintiff's personnel participated in and perpetuated an illegal "Predatory Lending Scheme" after being duly notified that loan #708- 0174072777 was suspected of being obtained by "Fraudulent means".

F. The Plaintiff's personnel have lied and repeated lies and misinformation relative to the Defendant, thus defaming the Defendant, after being duly notified that the information being stated and repeated in official documents was not true.

G. Completing the forms and entering this "Falsified" and "Fraudulent" Loan, Note and Mortgage into a legitimate Home Affordable Modification Program (HMP) would be perpetuating that "Fraud" and the Plaintiff's illegal "Predatory Lending Scheme" that was initiated by the Seller and the Appraiser with help from the Broker. The Defendant will not participate in this "Scheme" or this "Criminal Act".

H. If the Plaintiff had taken prudent steps on December 24, 2007 after being notified of lies, deceit, deception and "Fraud" by the Seller and cancelled the check issued to the Seller, Thomas Jacobs, this entire matter would not exist. The Plaintiff's personnel did not act responsibly then and they are not acting responsibly now.

21. As the Defendant stated previously, the Defendant is not an unreasonable person. If the Plaintiff sincerely desires to settle this matter legally, honestly and in "Good Faith"; as well as resolve all outstanding issues relative to loan #708-0174072777 that was approved and entered into due to "Fraud"; then, the Plaintiff should do the following to end this "Fraud" and this illegal "Predatory Lending Scheme":

A. Notify the appropriate law enforcement agency/ies concerning this “Fraudulent” Mortgage, Note and Loan. In all probability, the Seller, and the Appraiser with help from the Broker may have committed “Bank Fraud” which is a criminal act.

B. Notify the appropriate authorities in Orangeburg County relative to the recording of this Mortgage that the \$75,000.00 “Value” of the Loan, Note and Mortgage is suspected of being “Fraudulent” and the loan was entered into due to “Fraudulent Inducements” by the Seller and Appraiser with help from the Broker.

C. End this foreclosure proceeding by canceling the current loan; because, due to “Fraud”, the Plaintiff does not have a legitimate claim to the property known as 423 Bayne Street in Orangeburg, South Carolina. If anything, 423 Bayne Street is the physical evidence of the “Fraud” perpetrated by the Seller and the Appraiser with help from the Broker.

D. Compensate the Defendant completely and fully.

E. Pursue the Seller, Appraiser and the Broker to recover any losses the Plaintiff has incurred, including legal expenses.

F. If needed, the Plaintiff can call the Defendant and many of the Defendant’s witnesses to testify as to the “Fraudulent” activities of the Seller and Appraiser with help from the Broker and can verify the Appraisal is “Falsified” and the “Value” of 423 Bayne Street is “Fraudulent”.

22. The above stated reasons to end this “Fraud” stated in paragraph 20 and the most logical, legitimate, sane and expeditious way to end this “Predatory Lending Scheme” stated in paragraph 21 will bring justice and legality back to this sordid affair known as loan #708-0174072777. Any other course of action; other than reducing the property to its true value, will only lead to more misery, hardship and unnecessary financial loss for all involved. Sometimes all a person or a corporate entity needs to do is exercise reason, rationality and “Common Sense”.

23. As evidenced by phone conversations with the Plaintiff’s personnel, HOPE

NOW, GreenPath and the letters the Defendant has received from the Plaintiff, further illustrates the lies and misinformation the Plaintiff's attorneys have filed in the Court of Common Pleas concerning the Defendant's refusal to talk to the Plaintiff's and the reported unsuccessful attempts to contact the Defendant relative to the HMP. These filed Case Status Updates have been proven to be false, misleading, misrepresentation of facts and OUTRIGHT LIES.

24. Pursuant to Section 4 of the Supreme Court's May 22 Order, and assuming the Plaintiff files a Motion to lift the Stay, the Defendant will seek a determination from the Court relative to the Plaintiff's failure to comply with the Supreme Court's Order to meet the requirements of the HMP because the Plaintiff refuses to acknowledge the fraudulent nature of the Defendant's Loan, Note and Mortgage or negotiate in "Good Faith" to resolve outstanding issues with Defendant and therefore a loan modification could not have taken place prior to October 26, 2009 or prior to this filing.

25. To further dramatize the seriousness of the "Fraud" associated with the Defendant's Loan, Note and Mortgage and to vividly illustrate why the Defendant refuses to participate in the "Fraudulent Real Estate Scheme" of the Seller and the Appraiser, with help from the Broker, or the illegal "Predatory Lending Scheme" being perpetuated by the Plaintiff, the Defendant has provided filed Indictments and a law suit from similar Mortgage Fraud cases. {See Exhibits 189, 190 & 191}

26. Consequently, the Defendant will file a Motion for DISMISSAL and just and fair COMPENSATION. The Defendant has consistently stated to the Plaintiff from the very beginning that the only way to logically, effectively and honestly modify loan #708-0174072777 is to fix the property to justify it's \$75,000.00 price or reduce the Loan, Note and Mortgage to it's true "Value" as it was on October 8, 2007, the effective date of the falsified appraisal with the file number 7-59.

NOTIFICATION

A copy of the RESPONSE TO THE PLAINTIFF'S CASE STATUS UPDATE DATED 12/16/2009 AND RECEIVED ON 12/21/2009 PURSUANT TO THE MAY 22, 2009 SUPREME COURT OF SOUTH CAROLINA ORDER FOR FORECLOSURE CASES filed with the Clerk of Court will be mailed to the Plaintiff's Attorneys

Nelson Mullins Riley & Scarborough LLP @
1320 Main Street / 17th Floor / Columbia, SC 29201
POB 11070 / Columbia, SC 29211-1070
Tel: 803-799-2000 / Fax: 803-256-7500

Note: Any attorney, the entire staff or all the attorneys at Nelson Mullins Riley & Scarborough are free to inspect the property to verify all statements of fact concerning the property are true. They are free to drop in, stop by or drive by at anytime unannounced without calling ahead between the hours of 9 a.m. to 6 p.m. – Monday – Sunday or as long as there is sufficient daylight. They are free to bring their own appraisers, contractors and/or experts for additional factual verification if they desire to do so. This invitation also holds true for the Plaintiff and the Plaintiff's authorized officers, managers, staff, JFERT (Janet Frotscher's Executive Resolution Team), or any authorized personnel. For safety reasons please do not send anyone that weighs more than 250 pounds because the floors are weak.

IN WITNESS WHEREOF, The undersigned has signed and sealed these attestations this _____ day of 19th in the year 2010 in City of Orangeburg, State of South Carolina.

Signed, sealed and delivered in the presence of:

Print Name: Dorothy Sistrunk
Signature: Dorothy Sistrunk
Notary Witness (1): _____
(Signature)

**STATE OF SOUTH CAROLINA
COUNTY OF ORANGEBURG**

On Jan 19, 2010 before me appeared Dorothy Sistrunk and proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument presents this document. WITNESS my hand and official seal.

Notary George Watson
(Signature)

Commission Expires Sept 17, 2017

(Seal)

Pending

STATE OF SOUTH CAROLINA)
) IN THE COURT OF COMMON PLEAS
COUNTY OF ORANGEBURG) FIRST JUDICIAL CIRCUIT

Wells Fargo Bank, N.A.,)
)
Plaintiff,)
)
vs.)
)
Dorothy Sistrunk,)
)
Defendant.)
)

Civil Action No. 2008-CP-38-1024

CASE STATUS UPDATE
PURSUANT TO MAY 22, 2009
SUPREME COURT ORDER FOR
FORECLOSURE CASES

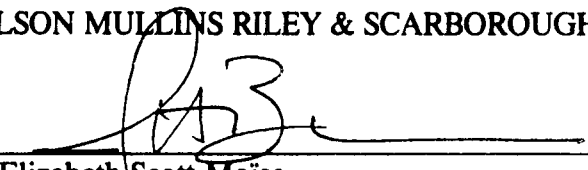
2009 JAN 22 A 11:02

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MFF - Exhibit 108
ATTEST: TRUE COPY
Winnifred B. Clark
CLERK OF COURT
ORANGEBURG COUNTY, SC

NELSON MULLINS RILEY & SCARBOROUGH LLP

By: 

Elizabeth Scott Moise
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(803) 799-2000

Attorneys for Wells Fargo Bank, N.A.

Charleston, South Carolina

January 21, 2010

MFF - Exhibit 108

STATE OF SOUTH CAROLINA)
) IN THE COURT OF COMMON PLEAS
COUNTY OF ORANGEBURG) FIRST JUDICIAL CIRCUIT

Wells Fargo Bank, N.A.,) Civil Action No. 2008-CP-38-1024
)

Plaintiff,)
)

vs.)

Dorothy Sistrunk,)

Defendant.)
)

CASE STATUS UPDATE
PURSUANT TO MAY 22, 2009
SUPREME COURT ORDER FOR
FORECLOSURE CASES

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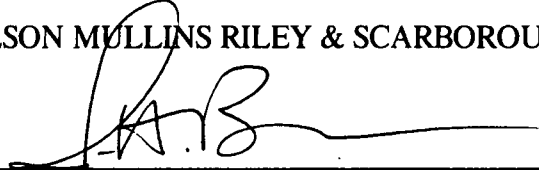
ATTEST: TRUE COPY

Winnifia B. Clark

CLERK OF COURT
ORANGEBURG COUNTY, SC

MFF - Exhibit 109

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Attorneys for Wells Fargo Bank, N.A.

Charleston, South Carolina

February 17, 2010

MFF - Exhibit 109

STATE OF SOUTH CAROLINA

COUNTY OF ORANGEBURG

Wells Fargo Bank, N. A.

Plaintiff,

Vs.
Dorothy Sistrunk;

Defendant(s).

THE COURT OF COMMON PLEAS

DOCKET NO

2008-CP-38-1024

**RESPONSE TO PLAINTIFF'S
CASE STATUS UPDATE 02/16/2010
PURSUANT TO THE MAY 22, 2009
SUPREME COURT OF SOUTH
CAROLINA ORDER FOR
FORECLOSURE CASES**

Comes now the Defendant Dorothy Sistrunk to respond to the PLAINTIFF'S CASE STATUS UPDATE, DATED 02/16/2010 AND RECEIVED 02/19/2010, PURSUANT TO THE MAY 22, 2009 SUPREME COURT OF SOUTH CAROLINA ORDER FOR FORECLOSURE CASES.

TO: PLAINTIFF WELLS FARGO BANK, N.A.

1. **Response to paragraph 1:** No written response required.
2. **Response to paragraph 2:** In Wells Fargo's previous Case Status Updates filed on June 16, 2009, July 15, 2009, August 18, 2009, September 15, 2009, October 16, 2009, November 16, 2009, December 16, 2009 and the current Case Status Update filed on January 21, 2010, the Plaintiff has repeatedly stated, {Quote} "that the Defendant's loan is currently under review for possible modification consistent with the requirements of the HMP" {End Direct Quote}
3. **Response to sentences #2 and #3, Paragraph #2:** The Defendant has consistently informed the Court that the Plaintiff has been lying and misinforming the Court since the first Case Status Update was filed on June 16, 2009. Even though the Plaintiff acknowledges receiving information from the Defendant relative to the HMP loan modification

-1-

Winnia B. Clark
CLERK OF COURT
ORANGEBURG COUNTY, SOUTH CAROLINA

RTFF - Exhibit 109

program, the Plaintiff failed to mention the Defendant's tentative agreement with GreenPath and HOPE NOW to accept a mortgage based on the value of the unfinished home as it was on October 8, 2007. {Refer to filed Exhibit 175}...which is the effective date of the falsified Appraisal #7-59. {Refer to filed Exhibits 8 -14 and Wells Fargo's Exhibits WF00001 - WF00027}

4. The Plaintiff is still relying on the falsified appraisal #7-59 provided by Jim H. Austin III, the altered and forged Sales Contract from the Seller and the misrepresentations from the Broker - Golden Gate Mortgage/David Terrell relative to the financial information and verification documents the Defendant gave the Seller - Thomas Jacobs. {See Exhibit 188}

5. The Defendant refers the Plaintiff to 18 U.S.C. § 1341 : US Code - Section 1341: Frauds and Swindles. The Plaintiff is a financial institution and therefore has a duty, obligation and responsibility, legal and otherwise, to investigate thoroughly any allegation of fraud relative to a mortgage transaction. The Plaintiff has failed to initiate any meaningful investigation and insists on relying on the falsified appraisal, misrepresentations, misinformation and the deceit and deception of the Seller - Thomas Jacobs and the Appraiser - Jim H. Austin III with help from the Broker - Golden Gate Mortgage/David Terrell. Mortgage fraud of this magnitude can only be initiated by professionals in the mortgage industry because of all the legal hurdles and requirements that must be met before a mortgage transaction can occur.

6. Consequently, if the Plaintiff fails to take corrective action to mitigate or eliminate fraud and/or fraudulent activity that was instigated against the Plaintiff by professionals in the mortgage industry, then, the Plaintiff suffers as a direct result of the Plaintiff's own inaction, failures and/or incompetence, and therefore, the Defendant has no obligation, legal, financial or otherwise to the Plaintiff and deserves just and fair compensation from the Plaintiff for the Defendant's time, resources and legal defense even if Pro Se.

7. It does not matter whether the Plaintiff accepts these facts or not. The laws of the United States of America do not allow financial institutions, knowingly or unknowingly, to fund illegal activities. Mortgage fraud is an illegal activity and the fraud occurs prior to the closing.

8. The Appraisal is falsified, the Sales Contract is altered and the Defendant's initials forged after signing. The Seller, at the time, was an unlicensed Loan Originator. Forged and falsified documents were faxed or sent to the Plaintiff by the Broker. Loan proceeds were wired or delivered to the closing attorney that are based on falsifications and misrepresentations of material facts. Proceeds were paid to the Seller, the Broker received a commission and these payments are itemized on Federal forms that were used during the closing. The Plaintiff has admitted a formal approval process was involved that was based on representations, statements and documents from the Seller, Broker and Appraiser.

9. Because of the length of these proceedings, it is necessary for the Defendant to review the facts in this case that led to the foreclosure currently in the court of Common Pleas. The Defendant was lured to the closing by the Seller - Thomas Jacobs, by promising the Defendant the reduction to the price of 423 Bayne Street would take place during the closing of the loan. This statement and promise by the Seller to the Defendant was made in the presence of an eyewitness. The Defendant expected the price to be reduced at some point during the closing because the house was not complete.

10. Lacking prior loan closing experience, the Defendant made the critical error of mistakenly believing and assuming the reductions to the \$75,000.00 sales price were written in the language of the closing documents. After carefully examining the closing documents, the Defendant's husband realized the Defendant had been deceived, there were no price reductions. Shortly after discovering the deception, the Defendant's husband called the Plaintiff's office in Raleigh, North Carolina during the afternoon of December 21, 2007 - the date of the closing - to report the Seller's deception and fraudulent intent to the Plaintiff. Since, the phone lines were busy until late evening, the Defendant's husband called the Plaintiff's office again on Saturday, December 22, 2007 and left a message on the answering machine.

11. Katherine R. Perkinson call the Defendant on Monday, December 24, 2007. However, the Defendant was not home at the time and had to call her back. It was during the

latter conversation that Katherine R. Perkinson, advised the Defendant to work things out with the Seller and if this could not be done to report the matter to the Plaintiff's office in Des Moines, Iowa. At the time, the Defendant did not realize and suspects Katherine R. Perkinson did not realize the magnitude of the fraud. In the beginning, all the Defendant wanted were the plumbing and lights repaired or have the Seller pay the Defendant \$10,175.00 to repair the lights and plumbing. And, if this could not be done, the Defendant wanted the loan, note and mortgage canceled. The Defendant refers the Court and the Plaintiff to ANSWER TO COMPLAINT filed in the Court of Common Pleas on July 18, 2008 and to the Defendant's Exhibits 1, 2 & 4.

12. After receiving a copy of Appraisal #7-59, the altered and forged Sales Contract and information relative to the irregularities of loan #708-0174072777, the Defendant realized the scope and magnitude of the deception and fraud perpetrated on the Plaintiff, by the Seller - Thomas Jacobs and the Appraiser - Jim H. Austin III, with help from the Broker - Golden Gate Mortgage/David Terrell was considerable and could not be rectified by simple repairs.

Consequently, the Defendant dropped all request for money to make repairs and compensation for the Defendant's husband. The Defendant realized further that the fraud surrounding the loan, note and mortgage is too extensive and the only reasonable, logical and common sense solution is to eliminate the fraud by reducing the price of the property to its true market value as it was on October 9, 2007, or repair the property to justify its \$75,000.00 sales price and then pursue those individuals responsible for this fraudulent mortgage account.

13. Mortgage and/or Bank Fraud are serious criminal acts and should not be relegated, as the Plaintiff insists on doing, to an arm-length transaction between an uninformed buyer and an unscrupulous seller. When federally insured funds are involved or mortgages backed and/or purchased by a federal agency; such a cavalier attitude about mortgage and/or bank fraud as demonstrated by the Plaintiff is the height of incompetence, arrogance and/or ignorance.

14. As previously stated, if this matter of Bank and/or Mortgage Fraud is not a serious matter and the use of falsified documentation, misrepresentations and outright lies by the Seller,

the Appraiser, with help from the Broker to obtain funds from a financial institution was solely a transaction between the Seller and the Defendant, why would the FBI, DAs and State Attorney Generals prosecute Mortgage Fraud as evidenced by the following Press Releases?

A. Tuesday, February 16, 2010 at 11:12AM

Pittsburg (PA) couple plead guilty to mortgage fraud

In the following press release Roberts S. Cessar, Acting United States Attorney for the Western District of Pennsylvania announced that on February 11, 2010, Randy Berger and Elleni Berger, residents of Pittsburgh, Pennsylvania, pleaded guilty in federal court to a charges of Wire Fraud Conspiracy in connection with a mortgage fraud scheme. Elleni Berger also pleaded guilty to a charge of Filing a False Tax Return.

Randy Berger, age 39, and Elleni Berger, age 43, pleaded guilty before United States District Judge Joy Flowers Conti. In connection with the guilty plea, Assistant United States Attorney Brendan T. Conway advised the court that the Bergers operated All Credit Finance, which was a mortgage broker company that assisted borrowers obtain financing collateralized by real estate.

The couple participated in a conspiracy in which they and other members of the conspiracy submitted fraudulent loan applications on behalf of borrowers that overstated their financial condition, and a series of fraudulent documents that supported those misrepresentations. **In addition, Randy and Elleni Berger submitted appraisals that were fraudulent in that the appraisals overstated the values of the properties that were serving as collateral for the loans, and represented that they had been prepared by licensed appraisers when, in fact, they were not prepared by licensed appraisers.**

Elleni Berger also filed false tax returns that were false in that they reported significantly less income than she actually earned. Judge Conti scheduled sentencing for June 16, 2010. The law provides for a total sentence of 23 years in prison, a fine of \$500,000, or both, for Elleni Berger, and a total sentence of 20 years in prison, a fine of \$250,000, or both, for Randy Berger. Under the Federal Sentencing Guidelines, the actual sentences imposed are based upon the seriousness of the offense and the criminal history, if any, of the defendants.

The Mortgage Fraud Task Force conducted the investigation that led to the prosecution of Randy and Elleni Berger. The Mortgage Fraud Task Force is comprised of investigators from federal, state and local law enforcement agencies and others involved in the mortgage industry. Federal law enforcement agencies participating in the Mortgage Task Force include the Federal Bureau of Investigation; the Internal Revenue Service, Criminal Investigations; the United States Department of Housing and Urban Development, Office of Inspector General; the United States Postal Inspection Service; and the United States Secret Service.

Other Mortgage Fraud Task Force members include the Allegheny County Sheriff's Office; the Pennsylvania Attorney General's Office, Bureau of Consumer Protection; the Pennsylvania Department of Banking; the Pennsylvania Department of State, Bureau of

Enforcement and Investigation; and the United States Trustee's Office. Mortgage industry members with knowledge of fraudulent activity are encouraged to call the Mortgage Fraud Task Force at (412) 894-7550. Consumers are encouraged to report suspected mortgage fraud by calling the Pennsylvania Attorney General's Consumer Protection Hotline at (800) 441-2555.

15. The preceding press releases are just a few of the hundreds that are available from Ian Shuter's Mortgage Fraud Reporter and other online sources. The Plaintiff's failure to acknowledge the fraud associated with the Defendant's mortgage and loan; as well as the irregularities that led to loan #708-0174072777 being approved are the reasons why the Defendant's loan is in foreclosure. The Defendant has sent the Plaintiff documented evidence of the fraud associated with the Loan, Note and Mortgage.

16. As stated in the Defendant's previous responses, the Plaintiff's failure to admit the "Fraudulent Inducements" by the Seller - Thomas Jacobs, the Appraiser - Jim H. Austin III, with help from the Broker - Golden Gate Mortgage/David Terrell, strengthens and validates the Defendant's claim the Plaintiff is knowingly perpetuating an illegal Predatory Lending Scheme in which falsified documents were used and are still being used and relied upon by the Plaintiff.

17. As evidence from the rising number of criminal indictments and convictions and as the Defendant has stated repeatedly; a loan suspected of being obtained by "Fraud" cannot be modified under any existing program the Plaintiff has or under existing Federal law. The Defendant will restate why dealing with this issue of "Fraud" is important.

A. Clearing up this "Fraudulent Loan, Note and Mortgage" is necessary to correct all official documents and records relative to loan #708-0174072777. Otherwise, the Defendant and the Defendant's heirs will be paying property taxes on a home who's stated and recorded "Value" is "Falsified".

B. "Mortgage Fraud" and "Bank Fraud" are criminal acts and the Defendant will not knowingly participate or consciously condone a criminal act.

C. What the Seller and Appraiser did with help from the Broker is wrong and the wrong done to the Plaintiff by the Seller and Appraiser with help from the Broker must be corrected, even if it means the Defendant loses 423 Bayne Street.

D. The Plaintiff's personnel and its Executive Resolution Team; headed by Janet Frotscher, were irresponsible and derelict in their duties and responsibilities and should be held accountable for their lack of diligence. This fact will be revealed during the trial of this case and before a Judge and Jury.

E. The Defendant can prove with documented evidence that the Loan, Note and Mortgage were "Induced" by "Fraud", approved as a direct result of "Fraud" and the Plaintiff's personnel participated in and perpetuated an illegal "Predatory Lending Scheme" after being duly notified that loan #708- 0174072777 was suspected of being obtained by "Fraudulent means".

F. The Plaintiff's personnel have lied and repeated lies and misinformation relative to the Defendant, thus defaming the Defendant, after being duly notified that the information being stated and repeated in official documents was not true.

G. Completing the forms and entering this "Falsified" and "Fraudulent" Loan, Note and Mortgage into a legitimate Home Affordable Modification Program (HMP) would be perpetuating that "Fraud" and the Plaintiff's illegal "Predatory Lending Scheme" that was initiated by the Seller and the Appraiser with help from the Broker. The Defendant will not participate in this "Scheme" or this "Criminal Act".

H. If the Plaintiff had taken prudent steps on December 24, 2007 after being notified of lies, deceit, deception and "Fraud" by the Seller and cancelled the check issued to the Seller, Thomas Jacobs, this entire matter would not exist. The Plaintiff's personnel did not act responsibly then and they are not acting responsibly now.

18. As the Defendant stated previously, the Defendant is not an unreasonable person. If the Plaintiff sincerely desires to settle this matter legally, honestly and in "Good Faith"; as well as resolve all outstanding issues relative to loan #708-0174072777 that was approved and entered into due to "Fraud"; then, the Plaintiff should do the following to end this "Fraud" and this illegal "Predatory Lending Scheme":

A. Notify the appropriate law enforcement agency/ies concerning this "Fraudulent" Mortgage, Note and Loan. In all probability, the Seller, and the Appraiser with help from the Broker may have committed "Bank Fraud" which is a criminal act.

B. Notify the appropriate authorities in Orangeburg County relative to the recording of this Mortgage that the \$75,000.00 "Value" of the Loan, Note and Mortgage is suspected of being "Fraudulent" and the loan was entered into due to "Fraudulent Inducements" by the Seller and Appraiser with help from the Broker.

C. End this foreclosure proceeding by canceling the current loan; because, due to "Fraud", the Plaintiff does not have a legitimate claim to the property known as 423 Bayne Street in Orangeburg, South Carolina. If anything, 423 Bayne Street is the physical evidence of the "Fraud" perpetrated by the Seller and the Appraiser with help from the Broker.

D. Compensate the Defendant completely and fully.

E. Pursue the Seller, Appraiser and the Broker to recover any losses the Plaintiff has incurred, including legal expenses.

F. If needed, the Plaintiff can call the Defendant and many of the Defendant's witnesses to testify as to the "Fraudulent" activities of the Seller and Appraiser with help from the Broker and can verify the Appraisal is "Falsified" and the "Value" of 423 Bayne Street is "Fraudulent".

19. The above stated reasons to end this "Fraud" stated in paragraph 17 and the most logical, legitimate, sane and expeditious way to end this "Predatory Lending Scheme" stated in paragraph 18 will bring justice and legality back to this sordid affair known as loan #708-0174072777. Any other course of action; other than reducing the property to its true value, will only lead to more misery, hardship and unnecessary financial loss for all involved. Sometimes all a person or a corporate entity needs to do is exercise reason, rationality and "Common Sense".

20. Pursuant to Section 4 of the Supreme Court's May 22 Order, and assuming the Plaintiff files a Motion to lift the Stay, the Defendant will seek a determination from the Court relative to the Plaintiff's failure to comply with the Supreme Court's Order to meet the requirements of the HMP because the Plaintiff refuses to acknowledge the fraudulent nature of the Defendant's Loan, Note and Mortgage or negotiate in "Good Faith" to resolve outstanding

issues with the Defendant and therefore a loan modification could not have taken place prior to October 26, 2009 or prior to this filing.

21. Consequently, the Defendant will file a Motion for DISMISSAL and just and fair COMPENSATION. The Defendant has consistently stated to the Plaintiff from the very beginning that the only way to logically, effectively and honestly modify loan #708-0174072777 is to fix the property to justify it's \$75,000.00 price or reduce the Loan, Note and Mortgage to it's true "Value" as it was on October 8, 2007, the effective date of the falsified appraisal with the file number 7-59.

NOTIFICATION

A copy of the RESPONSE TO THE PLAINTIFF'S CASE STATUS UPDATE DATED 02/16/2010 AND RECEIVED ON 02/19/2010 PURSUANT TO THE MAY 22, 2009 SUPREME COURT OF SOUTH CAROLINA ORDER FOR FORECLOSURE CASES filed with the Clerk of Court will be mailed to the Plaintiff's Attorneys

Nelson Mullins Riley & Scarborough LLP @
1320 Main Street / 17th Floor / Columbia, SC 29201
POB 11070 / Columbia, SC 29211-1070
Tel: 803-799-2000 / Fax: 803-256-7500

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ATTEST. TRUE COPY
Winnia B. Clark
CLERK OF COURT
ORANGEBURG COUNTY, SOUTH CAROLINA

IN WITNESS WHEREOF, The undersigned has signed and sealed these attestations this 15
day of March in the year 2010 in City of Orangetburg, State of South Carolina.

Signed, sealed and delivered in the presence of:

Print Name: Dorothy Sistrunk

Signature: Dorothy Sistrunk

Notary Witness (1): _____

(Signature)

**STATE OF SOUTH CAROLINA
COUNTY OF ORANGEBURG**

On March 15, 2010 before me appeared Dorothy H Sistrunk and proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument presents this document. WITNESS my hand and official seal.

Notary: Michelle Griffin
(Signature)

MICHELLE GRIFFIN

NOTARY PUBLIC SOUTH CAROLINA

Commission Expires _____ MY COMMISSION EXPIRES: 05-23-2018

(Seal)

ATTEST: TRUE COPY
Winnia B. Clark
CLERK OF COURT
ORANGEBURG COUNTY SOUTH CAROLINA
-11-

RTFF - Exhibit 109

STATE OF SOUTH CAROLINA)
) IN THE COURT OF COMMON PLEAS
COUNTY OF ORANGEBURG) FIRST JUDICIAL CIRCUIT

Wells Fargo Bank, N.A.,) Civil Action No. 2008-CP-38-1024

Plaintiff,)

vs.)

Dorothy Sistrunk,)

Defendant.)

CASE STATUS UPDATE
PURSUANT TO MAY 22, 2009
SUPREME COURT ORDER FOR
FORECLOSURE CASES

2009 JUN 18 AM 10:21

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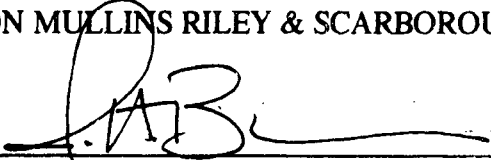
Winniford B. Clark

CLERK OF COURT

ORANGEBURG COUNTY, SC

determination. Accordingly, Defendant' loan is currently under review for possible modification.

NELSON MULLINS RILEY & SCARBOROUGH LLP

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Attorneys for Wells Fargo Bank, N.A.

Charleston, South Carolina

March 17, 2010

MFF - Exhibit 110

STATE OF SOUTH CAROLINA)
) IN THE COURT OF COMMON PLEAS
COUNTY OF ORANGEBURG) FIRST JUDICIAL CIRCUIT

Wells Fargo Bank, N.A.,) Civil Action No. 2008-CP-38-1024
)

Plaintiff,)

vs.)

Dorothy Sistrunk,)

Defendant.)

CASE STATUS UPDATE
PURSUANT TO MAY 22, 2009
SUPREME COURT ORDER FOR
FORECLOSURE CASES

2009 MAY 19 11 13 AM

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MFF - Exhibit 111

ATTEST: TRUE COPY

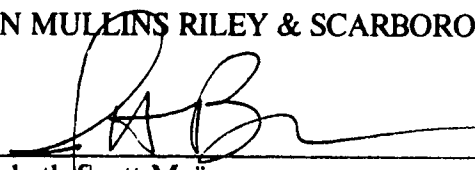
Winnifred B. Clark

CLERK OF COURT

ORANGEBURG COUNTY, SC

modification determination. Accordingly, Defendant' loan is currently under review for possible modification.

NELSON MULLINS RILEY & SCARBOROUGH LLP

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SC Bar No. 012945
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Attorneys for Wells Fargo Bank, N.A.

Charleston, South Carolina

April 15, 2010

MFF - Exhibit 111

STATE OF SOUTH CAROLINA

COUNTY OF ORANGEBURG

Wells Fargo Bank, N. A.

Plaintiff,

THE COURT OF COMMON PLEAS

DOCKET NO

2008-CP-38-1024

**RESPONSE TO PLAINTIFF'S
CASE STATUS UPDATE 04/15/2010
PURSUANT TO THE MAY 22, 2009
SUPREME COURT OF SOUTH
CAROLINA ORDER FOR
FORECLOSURE CASES**

2010 MAY 17 P 2:19

Vs.
Dorothy Sistrunk;

Defendant(s).

Comes now the Defendant Dorothy Sistrunk to respond to the PLAINTIFF'S CASE STATUS UPDATE, DATED 04/15/2010 AND RECEIVED 04/19/2010, PURSUANT TO THE MAY 22, 2009 SUPREME COURT OF SOUTH CAROLINA ORDER FOR FORECLOSURE CASES.

TO: PLAINTIFF WELLS FARGO BANK, N.A.

1. **Response to paragraph 1:** No written response required.
2. **Response to paragraph 2:** In Wells Fargo's previous Case Status Updates filed on June 16, 2009, July 15, 2009, August 18, 2009, September 15, 2009, October 16, 2009, November 16, 2009, December 16, 2009, January 21, 2010, February 16, 2010, March 17, 2010 and the current Case Status Update filed on April 15, 2010, the Plaintiff repeatedly states, {Quote} "that the Defendant's loan is currently under review for possible modification consistent with the requirements of the HMP" {End Direct Quote}
3. **Response to sentences #2 and #3, Paragraph #2:** The Defendant has consistently informed the Court that the Plaintiff has been lying and misinforming the Court since the first Case Status Update was filed on June 16, 2009. Even though the Plaintiff acknowledges receiving information from the Defendant relative to the HMP loan modification

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-1-

Winnia B. Clark

RTFF Exhibit 111

CLERK OF COURT
ORANGEBURG COUNTY SOUTH CAROLINA

program, the Plaintiff is still misleading the Court by stating the Defendant's loan is currently under review for possible modification. The Plaintiff still fails to acknowledge or admit the Defendant's tentative agreement with GreenPath and HOPE NOW to accept a mortgage based on the value of the unfinished home as it was on October 8, 2007. {Refer to filed Exhibit 175}...which is the effective date of the falsified Appraisal #7-59. {Refer to filed Exhibits 8 -14 and Wells Fargo's Exhibits WF00001 - WF00027}

4. The Plaintiff is still relying on the falsified Appraisal #7-59 provided by Jim H. Austin III, the altered and forged Sales Contract from the Seller and the misrepresentations from the Broker - Golden Gate Mortgage/David Terrell relative to the financial information and verification documents the Defendant gave the Seller - Thomas Jacobs. {See Exhibit 188}

5. The Defendant refers the Plaintiff to 18 U.S.C. § 1341 : US Code - Section 1341: Frauds and Swindles. The Defendant restates the Plaintiff is a financial institution and therefore has a duty, obligation and responsibility, legal and otherwise, to investigate thoroughly any allegation of "Fraud" relative to a mortgage transaction. The Plaintiff has failed to initiate any meaningful investigation and insists on relying on the falsified appraisal, misrepresentations, misinformation and the deceit and deception of the Seller - Thomas Jacobs and the Appraiser - Jim H. Austin III with help from the Broker - Golden Gate Mortgage/David Terrell. Mortgage Fraud of this magnitude can only be initiated by professionals from within the mortgage industry because of all the legal hurdles and requirements that must be met before a mortgage transaction can occur.

6. Consequently, if the Plaintiff fails to take corrective action to mitigate or eliminate "Fraud" and/or "Fraudulent Activity" that was instigated against the Plaintiff by professionals in the mortgage industry, then, the Plaintiff suffers as a direct result of the Plaintiff's own inaction, failures and/or incompetence, and therefore, the Defendant has no obligation, legal, financial or otherwise to the Plaintiff and deserves just and fair compensation from the Plaintiff for the Defendant's time, resources and legal defense even if Pro Se.

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9. Because of the length of these proceedings, it is necessary for the Defendant to continue reviewing the facts in this case that led to the foreclosure currently in the court of Common Pleas. The Defendant was lured to the closing by the Seller - Thomas Jacobs, by promising the Defendant the reduction to the price of 423 Bayne Street would take place during the closing of the loan. This statement and promise by the Seller to the Defendant was made in the presence of an eyewitness. The Defendant expected the price to be reduced at some point during the closing because the house was not complete.

10. Lacking prior loan closing experience, the Defendant made the critical error of mistakenly believing and assuming the reductions to the \$75,000.00 sales price were written in the language of the closing documents. After carefully examining the closing documents, the Defendant's husband realized the Defendant had been deceived, there were no price reductions. Shortly after discovering the deception, the Defendant's husband called the Plaintiff's office in Raleigh, North Carolina during the afternoon of December 21, 2007 - the date of the closing - to report the Seller's deception and "Fraudulent Intent" to the Plaintiff. Since, the phone lines were

busy until late evening, the Defendant's husband called the Plaintiff's office again on Saturday, December 22, 2007 and left a message on the answering machine.

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12. After receiving a copy of Appraisal #7-59, the altered and forged Sales Contract and information relative to the irregularities of loan #708-0174072777, the Defendant realized the scope and magnitude of the deception and "Fraud" perpetrated on the Plaintiff, by the Seller - Thomas Jacobs and the Appraiser - Jim H. Austin III, with help from the Broker - Golden Gate Mortgage/David Terrell was considerable and could not be rectified by simple repairs.

Consequently, the Defendant dropped all request for money to make repairs and compensation for the Defendant's husband. The Defendant realized further that the "Fraud" surrounding the Loan, Note and Mortgage is too extensive and the only reasonable, logical and common sense solution is to eliminate the "Fraud" by reducing the price of the property to its true market value as it was on October 9, 2007, or repair the property to justify its \$75,000.00 sales price and then pursue those individuals responsible for this Fraudulent Mortgage Account.

13. Mortgage and/or Bank Fraud are serious criminal acts and should not be relegated, as the Plaintiff insists on doing, to an arm-length transaction between an uninformed buyer and

an unscrupulous seller. When federally insured funds are involved or mortgages backed and/or purchased by a federal agency; such a cavalier attitude about Mortgage and/or Bank Fraud, as demonstrated by the Plaintiff, is the height of incompetence, arrogance and/or ignorance.

14. As previously stated, if this matter of Bank and/or Mortgage Fraud is not a serious matter and the use of falsified documentation, misrepresentations and outright lies by the Seller, the Appraiser, with help from the Broker to obtain funds from a financial institution was solely a transaction between the Seller and the Defendant, why would the FBI, DAs and State Attorney Generals prosecute "Mortgage Fraud"? The Defendant has already presented more than enough evidence to the Plaintiff and the Court of Common Pleas that Mortgage and/or Bank Fraud are serious crimes. The evidence further documents and illustrates that these type of crimes can only be implemented, executed and perpetrated by trained, licensed and knowledgeable professionals from within the banking and mortgage industry or associated with the banking and mortgage industry and/or from within or associated with the legal profession.

15. The Plaintiff's failure to acknowledge the "Fraud" associated with the Defendant's mortgage and loan; as well as the irregularities that led to loan #708-0174072777 being approved are the reasons why the Defendant's loan is in foreclosure. The Defendant has sent the Plaintiff documented evidence of the "Fraud" associated with the Loan, Note and Mortgage.

16. As stated in the Defendant's previous responses, the Plaintiff's failure to admit the "Fraudulent Inducements" by the Seller - Thomas Jacobs, the Appraiser - Jim H. Austin III, with help from the Broker - Golden Gate Mortgage/David Terrell, strengthens and validates the Defendant's claim that the Plaintiff is knowingly perpetuating an "Illegal Predatory Lending Scheme" in which falsified documents were used and are still being used and relied upon by the Plaintiff.

17. As evidence from the rising number of criminal indictments and convictions presented by the Defendant, and as the Defendant has stated repeatedly; a loan suspected of being

obtained by "Fraud" cannot be modified under any existing program the Plaintiff has or under existing Federal law. The Defendant will restate why dealing with this issue of "Fraud" is important.

A. Clearing up this "Fraudulent Loan, Note and Mortgage" is necessary to correct all official documents and records relative to loan #708-0174072777. Otherwise, the Defendant and the Defendant's heirs will be paying property taxes on a home who's stated and recorded "Value" is "Falsified".

B. As the Defendant has shown, "Mortgage Fraud" and "Bank Fraud" are criminal acts and the Defendant will not knowingly participate in or consciously condone a criminal act.

C. What the Seller and Appraiser did with help from the Broker is wrong and the wrong done to the Plaintiff by the Seller and Appraiser with help from the Broker must be corrected, even if it means the Defendant loses 423 Bayne Street.

D. The Plaintiff's personnel and its Executive Resolution Team; headed by Janet Frotscher, were irresponsible and derelict in their duties and responsibilities and should be held accountable for their lack of diligence. This fact will be revealed during the trial of this case and before a Judge and Jury.

E. The Defendant can prove with documented evidence that the Loan, Note and Mortgage were "Induced" by "Fraud", approved as a direct result of "Fraud" and the Plaintiff's personnel participated in and perpetuated an illegal "Predatory Lending Scheme" after being duly notified that loan #708- 0174072777 was suspected of being obtained by "Fraudulent means".

F. The Plaintiff's personnel have lied and repeated lies and misinformation relative to the Defendant, thus defaming the Defendant, after being duly notified that the information being stated and repeated in official documents was not true.

G. Completing the forms and entering this "Falsified" and "Fraudulent" Loan, Note and Mortgage into a legitimate Home Affordable Modification Program (HMP) would be perpetuating that "Fraud" and the Plaintiff's "Illegal Predatory Lending Scheme" that was initiated by the Seller and the Appraiser with help from the Broker. The Defendant will not

participate in this "Scheme" or this "Criminal Act".

H. If the Plaintiff had taken prudent steps on December 24, 2007 after being notified of the lies, deceit, deception and "Fraud" by the Seller and cancelled the check issued to the Seller, Thomas Jacobs, this entire matter would not exist. The Plaintiff's personnel did not act responsibly then and they are not acting responsibly now.

18. As the Defendant stated previously, the Defendant is not an unreasonable person. If the Plaintiff sincerely desires to settle this matter legally, honestly and in "Good Faith"; as well as resolve all outstanding issues relative to loan #708-0174072777 that was approved and entered into due to "Fraud"; then, the Plaintiff should do the following to end this "Fraud" and this illegal "Predatory Lending Scheme":

A. Notify the appropriate law enforcement agency/ies concerning this "Fraudulent" Mortgage, Note and Loan. In all probability, the Seller, and the Appraiser with help from the Broker may have committed "Bank Fraud" which is a criminal act.

B. Notify the appropriate authorities in Orangeburg County relative to the recording of this Mortgage that the \$75,000.00 "Value" of the Loan, Note and Mortgage is suspected of being "Fraudulent" and the loan was entered into due to "Fraudulent Inducements" by the Seller and Appraiser with help from the Broker.

C. End this foreclosure proceeding by canceling the current loan; because, due to "Fraud", the Plaintiff does not have a legitimate claim to the property known as 423 Bayne Street in Orangeburg, South Carolina. If anything, 423 Bayne Street is the physical evidence of the "Fraud" perpetrated by the Seller and the Appraiser with help from the Broker.

D. Compensate the Defendant completely and fully.

E. Pursue the Seller, Appraiser and the Broker to recover any losses the Plaintiff has incurred, including legal expenses. If needed....

F. The Plaintiff can call the Defendant and many of the Defendant's Witnesses to testify as to the "Fraudulent" activities of the Seller and Appraiser with help from the Broker, can verify the Appraisal is "Falsified" and the "Value" of 423 Bayne Street is "Fraudulent".

19. The above stated reasons to end this "Fraud" stated in paragraph 17 and the most logical, legitimate, sane and expeditious way to end this "Illegal Predatory Lending Scheme" stated in paragraph 18 will bring justice and legality back to this sordid affair known as loan #708-0174072777. Any other course of action; other than reducing the property to its true value, will only lead to more misery, hardship and unnecessary financial loss for all involved. Sometimes all a person or a corporate entity needs to do is exercise reason, rationality and "Common Sense".

20. Pursuant to Section 4 of the Supreme Court's May 22 Order, and assuming the Plaintiff files a Motion to lift the Stay, the Defendant will seek a determination from the Court relative to the Plaintiff's failure to comply with the Supreme Court's Order to meet the requirements of the HMP because the Plaintiff refuses to acknowledge the "Fraudulent" nature of the Defendant's Loan, Note and Mortgage or negotiate in "Good Faith" to resolve outstanding issues with the Defendant and therefore a loan modification could not have taken place prior to October 26, 2009 or prior to this filing.

21. The Defendant feels it would benefit the Court and the Plaintiff to review all the relevant facts associated with this case because of the length of this foreclosure proceeding. In addition to the events and facts stated in paragraph's 9, 10, 11, 12 and 13 in this RESPONSE and in the Defendant's RESPONSE TO PLAINTIFF'S CASE STATUS UPDATES for 02/16/2010 filed on March 15, 2010 and 03/17/2010 filed on April 15, 2010, also numbered as paragraphs 9, 10, 11, 12, and 13, the Defendant feels it is important for the Court and the Plaintiff to review the facts and events in the Defendant's REPLY TO WELLS FARGO BANK N.A.'S RESPONSES TO REQUEST FOR DISCOVERY, pages 1-85, filed on October 28, 2008.

22. If the Plaintiff continues being obstinate and continues to ignore the "Fraud" associated with the Defendant's Loan, Note and Mortgage and files a motion to lift the Stay, the Defendant will file a Motion for DISMISSAL and just and fair COMPENSATION.

23. The Defendant has consistently stated to the Plaintiff from the very beginning that the only way to logically, effectively and honestly modify loan #708-0174072777 is to fix the property to justify it's \$75,000.00 price or reduce the Loan, Note and Mortgage to it's true "Value" as it was on October 8, 2007, the effective date of the falsified appraisal with the file number 7-59.

NOTIFICATION

A copy of the RESPONSE TO THE PLAINTIFF'S CASE STATUS UPDATE DATED 04/15/2010 AND RECEIVED ON 04/19/2010 PURSUANT TO THE MAY 22, 2009 SUPREME COURT OF SOUTH CAROLINA ORDER FOR FORECLOSURE CASES filed with the Clerk of Court will be mailed to the Plaintiff's Attorneys

Nelson Mullins Riley & Scarborough LLP @
1320 Main Street / 17th Floor / Columbia, SC 29201
POB 11070 / Columbia, SC 29211-1070
Tel: 803-799-2000 / Fax: 803-256-7500

Note: Any attorney, the entire staff or all the attorneys at Nelson Mullins Riley & Scarborough are free to inspect the property to verify all statements of fact concerning the property are true. They are free to drop in, stop by or drive by at anytime unannounced without calling ahead between the hours of 9 a.m. to 6 p.m. – Monday – Sunday or as long as there is sufficient daylight. They are free to bring their own appraisers, contractors and/or experts for additional factual verification if they desire to do so. This invitation also holds true for the Plaintiff and the Plaintiff's authorized officers, managers, staff, JFERT (Janet Frotscher's Executive Resolution Team), or any authorized personnel. For safety reasons please do not send anyone that weighs more than 250 pounds because the floors are weak.

2010 MAY 14 P 2:20
RECORDED
VIRGINIA B. CLARK
CLERK OF COURT
ORANGEBURG COUNTY, SC

ATTEST: TRUE COPY

Winyia B. Clark
CLERK OF COURT

ORANGEBURG COUNTY SOUTH CAROLINA

-10-

RTFF - Exhibit 111

IN WITNESS WHEREOF, The undersigned has signed and sealed these attestations this 14
day of May in the year 2010 in City of Orangeburg, State of South Carolina.

Signed, sealed and delivered in the presence of:

Print Name: Dorothy Sistrunk
Signature: [Signature]
Notary Witness (1): _____
(Signature)

**STATE OF SOUTH CAROLINA
COUNTY OF ORANGEBURG**

On May 14, 2010 before me appeared Dorothy Sistrunk and proved to
me on the basis of satisfactory evidence to be the person whose name is subscribed to the within
instrument and acknowledged to me that he/she executed the same in his/her authorized capacity,
and that by his/her signature on the instrument presents this document. WITNESS my hand and
official seal.

Notary [Signature]
(Signature)

Commission Expires 11/16

(Seal)

STATE OF SOUTH CAROLINA)
) IN THE COURT OF COMMON PLEAS
COUNTY OF ORANGEBURG) FIRST JUDICIAL CIRCUIT

Wells Fargo Bank, N.A.,) Civil Action No. 2008-CP-
)
Plaintiff,)
)
vs.)
)
Dorothy Sistrunk,)
)
Defendant.)
)

**CASE STATUS UPDATE
PURSUANT TO MAY 22, 2009
SUPREME COURT ORDER FOR
FORECLOSURE CASES**

FILED FOR RECORD
WINNIE B. CLARK
CLERK OF COURT
ORANGEBURG, SC

2010 MAY 19 A 11:48

On May 4, 2009, the Supreme Court of South Carolina issued a Temporary Restraining Order ("TRO") affecting all foreclosure actions in South Carolina. In accordance with the TRO, Plaintiff Wells Fargo Bank, N.A. ("Wells Fargo") filed an affidavit on May 15, 2009, stating that the mortgage and loan in this action may be subject to loan modification under the Home Affordable Modification Program (HMP). On May 22, 2009, the Court issued a subsequent Order stating that foreclosure actions are stayed when a mortgage loan is eligible for modification under the HMP. Further, the Court's Order requires a status update to the trial court every thirty days.

Wells Fargo filed case status updates on June 16, 2009, July 15, 2009, August 18, 2009, and September 15, 2009, October 15, 2009, November 16, 2009, December 16, 2009, January 21, 2010, February 17, 2010, March 17, 2010, and April 15, 2010. In those case status updates, Wells Fargo stated that the Defendant's loan is currently under review for possible modification consistent with the requirements of the HMP. Defendant Dorothy Sistrunk has provided information relative to Wells Fargo's request for information necessary

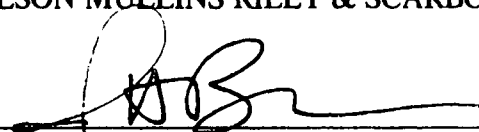
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Winnif B. Clark
CLERK OF COURT
ORANGEBURG COUNTY, SC
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MFF - Exhibit 112

for a loan modification determination. Accordingly, Defendant' loan is currently under review for possible modification.

NELSON MULLINS RILEY & SCARBOROUGH LLP

By: 

Elizabeth Scott Moise

SC Bar No. 012945

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Columbia, SC 29201

(803) 799-2000

Attorneys for Wells Fargo Bank, N.A.

Charleston, South Carolina

May 17, 2010

MFF - Exhibit 112

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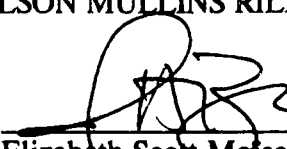
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Winnifred B. Clark
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ORANGEBURG COUNTY, SC
505

MFF - Exhibit 113

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June 15, 2010

MFF - Exhibit 113

STATE OF SOUTH CAROLINA

COUNTY OF ORANGEBURG

THE COURT OF COMMON PLEAS

DOCKET NO

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2008-CP-38-1024

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13. Mortgage and/or Bank Fraud are serious criminal acts and should not be relegated, as the Plaintiff insists on doing, to an arm-length transaction between an uninformed buyer and an unscrupulous seller. When federally insured funds are involved or mortgages backed and/or

purchased by a federal agency; such a cavalier attitude about Mortgage and/or Bank Fraud, as demonstrated by the Plaintiff, is the height of incompetence, arrogance and/or ignorance.

14. As previously stated, if this matter of Bank and/or Mortgage Fraud is not a serious matter and the use of falsified documentation, misrepresentations and outright lies by the Seller, the Appraiser, with help from the Broker to obtain funds from a financial institution was solely a transaction between the Seller and the Defendant, why would the FBI, DAs and State Attorney Generals prosecute "Mortgage Fraud"? The Defendant has already presented more than enough evidence to the Plaintiff and the Court of Common Pleas that Mortgage and/or Bank Fraud are serious crimes. The evidence further documents and illustrates that these type of crimes can only be implemented, executed and perpetrated by trained, licensed and knowledgeable professionals from within the banking and mortgage industry or associated with the banking and mortgage industry and/or from within or associated with the legal profession.

15. The Plaintiff's failure to acknowledge the "Fraud" associated with the Defendant's mortgage and loan; as well as the irregularities that led to loan #708-0174072777 being approved are the reasons why the Defendant's loan is in foreclosure. The Defendant has sent the Plaintiff documented evidence of the "Fraud" associated with the Loan, Note and Mortgage.

16. As stated in the Defendant's previous responses, the Plaintiff's failure to admit the "Fraudulent Inducements" by the Seller - Thomas Jacobs, the Appraiser - Jim H. Austin III, with help from the Broker - Golden Gate Mortgage/David Terrell, strengthens and validates the Defendant's claim that the Plaintiff is knowingly perpetuating an "Illegal Predatory Lending Scheme" in which falsified documents were used and are still being used and relied upon by the Plaintiff.

17. As evidence from the rising number of criminal indictments and convictions presented by the Defendant, and as the Defendant has stated repeatedly; a loan suspected of being

obtained by "Fraud" cannot be modified under any existing program the Plaintiff has or under existing Federal law. The Defendant will restate why dealing with this issue of "Fraud" is important.

A. Clearing up this "Fraudulent Loan, Note and Mortgage" is necessary to correct all official documents and records relative to loan #708-0174072777. Otherwise, the Defendant and the Defendant's heirs will be paying property taxes on a home who's stated and recorded "Value" is "Falsified".

B. As the Defendant has shown, "Mortgage Fraud" and "Bank Fraud" are criminal acts and the Defendant will not knowingly participate in or consciously condone a criminal act.

C. What the Seller and Appraiser did with help from the Broker is wrong and the wrong done to the Plaintiff by the Seller and Appraiser with help from the Broker must be corrected, even if it means the Defendant loses 423 Bayne Street.

D. The Plaintiff's personnel and its Executive Resolution Team; headed by Janet Frotscher, were irresponsible and derelict in their duties and responsibilities and should be held accountable for their lack of diligence. This fact will be revealed during the trial of this case and before a Judge and Jury.

E. The Defendant can prove with documented evidence that the Loan, Note and Mortgage were "Induced" by "Fraud", approved as a direct result of "Fraud" and the Plaintiff's personnel participated in and perpetuated an illegal "Predatory Lending Scheme" after being duly notified that loan #708- 0174072777 was suspected of being obtained by "Fraudulent means".

F. The Plaintiff's personnel have lied and repeated lies and misinformation relative to the Defendant, thus defaming the Defendant, after being duly notified that the information being stated and repeated in official documents was not true.

G. Completing the forms and entering this "Falsified" and "Fraudulent" Loan, Note and Mortgage into a legitimate Home Affordable Modification Program (HMP) would be perpetuating that "Fraud" and the Plaintiff's "Illegal Predatory Lending Scheme" that was initiated by the Seller and the Appraiser with help from the Broker. The Defendant will not

participate in this "Scheme" or this "Criminal Act".

H. If the Plaintiff had taken prudent steps on December 24, 2007 after being notified of the lies, deceit, deception and "Fraud" by the Seller and cancelled the check issued to the Seller, Thomas Jacobs, this entire matter would not exist. The Plaintiff's personnel did not act responsibly then and they are not acting responsibly now.

18. As the Defendant stated previously, the Defendant is not an unreasonable person. If the Plaintiff sincerely desires to settle this matter legally, honestly and in "Good Faith"; as well as resolve all outstanding issues relative to loan #708-0174072777 that was approved and entered into due to "Fraud"; then, the Plaintiff should do the following to end this "Fraud" and this illegal "Predatory Lending Scheme":

A. Notify the appropriate law enforcement agency/ies concerning this "Fraudulent" Mortgage, Note and Loan. In all probability, the Seller, and the Appraiser with help from the Broker may have committed "Bank Fraud" which is a criminal act.

B. Notify the appropriate authorities in Orangeburg County relative to the recording of this Mortgage that the \$75,000.00 "Value" of the Loan, Note and Mortgage is suspected of being "Fraudulent" and the loan was entered into due to "Fraudulent Inducements" by the Seller and Appraiser with help from the Broker.

C. End this foreclosure proceeding by canceling the current loan; because, due to "Fraud", the Plaintiff does not have a legitimate claim to the property known as 423 Bayne Street in Orangeburg, South Carolina. If anything, 423 Bayne Street is the physical evidence of the "Fraud" perpetrated by the Seller and the Appraiser with help from the Broker.

D. Compensate the Defendant completely and fully.

E. Pursue the Seller, Appraiser and the Broker to recover any losses the Plaintiff has incurred, including legal expenses. If needed....

F. The Plaintiff can call the Defendant and many of the Defendant's Witnesses to testify as to the "Fraudulent" activities of the Seller and Appraiser with help from the Broker, can verify the Appraisal is "Falsified" and the "Value" of 423 Bayne Street is "Fraudulent".

19. The above stated reasons to end this "Fraud" stated in paragraph 17 and the most logical, legitimate, sane and expeditious way to end this "Illegal Predatory Lending Scheme" stated in paragraph 18 will bring justice and legality back to this sordid affair known as loan #708-0174072777. Any other course of action; other than reducing the property to its true value, will only lead to more misery, hardship and unnecessary financial loss for all involved. Sometimes all a person or a corporate entity needs to do is exercise reason, rationality and "Common Sense".

20. Pursuant to Section 4 of the Supreme Court's May 22 Order, and assuming the Plaintiff files a Motion to lift the Stay, the Defendant will seek a determination from the Court relative to the Plaintiff's failure to comply with the Supreme Court's Order to meet the requirements of the HMP because the Plaintiff refuses to acknowledge the "Fraudulent" nature of the Defendant's Loan, Note and Mortgage or negotiate in "Good Faith" to resolve outstanding issues with the Defendant and therefore a loan modification could not have taken place prior to October 26, 2009 or prior to this filing.

21. The Defendant feels it would benefit the Court and the Plaintiff to review all the relevant facts associated with this case because of the length of this foreclosure proceeding. In addition to the events and facts stated in paragraph's 9, 10, 11, 12 and 13 in this RESPONSE and in the Defendant's RESPONSE TO PLAINTIFF'S CASE STATUS UPDATES for 02/16/2010 filed on March 15, 2010 and 03/17/2010 filed on April 15, 2010, also numbered as paragraphs 9, 10, 11, 12, and 13, the Defendant feels it is important for the Court and the Plaintiff to review the facts and events in the Defendant's REPLY TO WELLS FARGO BANK N.A.'S RESPONSES TO REQUEST FOR DISCOVERY, pages 1-85, filed on October 28, 2008.

22. If the Plaintiff continues being obstinate and continues to ignore the "Fraud" associated with the Defendant's Loan, Note and Mortgage and files a motion to lift the Stay, the Defendant will file a Motion for DISMISSAL and just and fair COMPENSATION.

23. The Defendant has consistently stated to the Plaintiff from the very beginning that the only way to logically, effectively and honestly modify loan #708-0174072777 is to fix the property to justify it's \$75,000.00 price or reduce the Loan, Note and Mortgage to it's true "Value" as it was on October 8, 2007, the effective date of the "Falsified" Appraisal with the file number 7-59.

24. 423 Bayne Street (hereafter called "the property") continues to deteriorate while the Plaintiff insists on ignoring the truth relative to loan #708-0174072777; and that is the "Fraud" perpetrated on the Plaintiff by the Seller - Thomas Jacobs and the Appraiser - Jim H. Austin III with help from the Broker - Golden Gate Mortgage/David Terrell. The water damage to the property because of the decayed and decaying eaves and roof continue to erode its true value. The property will be worth even less than it did on October 8, 2007 if this erosion is not dealt with. The property must be repaired and soon. The Defendant will not initiate or authorize any further work on the property as long as this litigation continues. Consequently, the best course of action for the Plaintiff is to pursue those that initiated this "Fraud", settle with the Defendant and recover any remaining losses including attorney fees from the Seller - Thomas Jacobs, the Appraiser - Jim H. Austin III and the Broker - Golden Gate Mortgage/David Terrell.

25. On Thursday, June 24, 2010, the Defendant received a letter from the Plaintiff's office in Des Moines, Iowa, that bears the name and signature stamp of Ben Windust, Senior Vice President of the Plaintiff's Home Mortgage Division that is dated 6/21/2010. {See Exhibits 192 and 193} **On page 1, paragraph 3**, Mr. Windust states: "We are unable to offer you a Home Affordable Mortgage Modification because you did not provide us with the documents we requested." [End Quote] This statement by Mr. Windust is not true. The Defendant faxed and sent by UPS all the documents the Plaintiff requested prior to any expiration date.

26. A review of the facts will reveal that on Friday, November 20, 2009, the Defendant faxed the required documentation and information to the Plaintiff's Home Mortgage Division located at 3480 Stateview Blvd., MAC X7802-03H, Fort Mills, South Carolina, SC

29715. {See Exhibits 169 - 173} The fax number sent to the Defendant is 1-866-359-7363. {See Exhibit 174, No# 04 for fax verification} The Defendant also sent a Fax Letter with the documentation explaining the "Fraudulent" nature of the loan, note and mortgage and notified the Plaintiff's Home Mortgage Division that a tentative agreement had been reached with GreenPath and HOPE NOW to accept a mortgage based on the value of the unfinished home as it was on October 8, 2007. {See Exhibit 175} - This is the effective date of the falsified Appraisal #7-59. {Refer to filed Exhibits 8 -14 and Wells Fargo's Exhibits WF00001 - WF00027}

27. Note Exhibit 173 has the Defendant's husband name on it and the Defendant. This happened because it was the Defendant's husband that made the initial call to HOPE NOW and GreenPath. This is not an unusual occurrence. It was the Defendant's husband that called the Plaintiff's North Carolina office on Friday afternoon, December 21, 2007 (the date of the closing) and left a message on Saturday morning, December 22, 2007 notifying the Plaintiff that the Seller - Thomas Jacobs had deceived the Defendant and the loan, note and mortgage were mired in fraud, deceit and deception. The Plaintiff's representative - Katherine R. Perkinson returned his call on Monday, December 24, 2007.

28. On Tuesday, December 1, 2009, UPS delivered a package from the Plaintiff's Home Mortgage Division with the tracking number 1Z 14E 612 13 4828 9344 that contained forms for the HMP. {See Exhibit 176} The information packet also contained a fax number to the Office of the Special Inspector General, 1-202-622-4559. This fax number is on Freddie Mac Form 1125. {See Exhibit 177} This form asked, "If you are aware of fraud, waste, abuse, mismanagement or misrepresentation affiliated with the Troubled Asset Relief Program, please contact SIGTARP." On Friday, December 4, 2009, the Defendant faxed a letter along with documentation to the Office of the Special Inspector General notifying the agency the Plaintiff is attempting to use the HMP to modify a fraudulent loan, note and mortgage. {See Exhibit 178}

29. On Thursday, December 10, 2009, the Defendant returned the incomplete and unsigned forms for the HMP back to the Plaintiff because the forms did not address the issue of

fraud. The Defendant stated the reasons why participation in the Home Affordable Modification Plan was not possible on the Cover Sheet {See Exhibit 179} and on the signature pages. {See Exhibit 180} The unsigned and incomplete forms were sent by UPS to the Plaintiff's Home Mortgage Division, 1000 Blue Gentian Road, Suite 30, Eagan, MN 55121. The UPS tracking number to verify delivery to the Plaintiff is #1Z 14E 612 84 4839 2018. {See Exhibit 181}

30. On Friday, December 11, 2009, the Defendant called Credit Counseling of Orangeburg, one of the authorized housing counseling services provided by the HMP. The phone number is 1-888-638-5989. For several days all the Defendant got was an automated answering service. On Wednesday, December 16, 2009, the Defendant's husband called. A representative answered the phone, took some basic information and told the Defendant's husband, someone would call back. As of the date of this filing and previous filings after December 11, 2009, no one has called back. {See Exhibit 182}

31. On the same day, Wednesday, December 16, 2009, the Defendant faxed the tax bill for 2009 to the Plaintiff's home office in Des Moines, Iowa (1-866-278-1179). {See Exhibit 183} The Defendant also included a Fax Letter highlighting the facts in the case. {See Exhibit 184} The Defendant has included an unedited Fax Journal to verify all faxes to the parties mentioned herein were sent successfully. {See Exhibit 185}

32. Pursuant to Section 4 of the Supreme Court's May 22 Order, and assuming the Plaintiff files a Motion to lift the Stay, the Defendant will seek a determination from the Court relative to the Plaintiff's failure to comply with the Supreme Court's Order to meet the requirements of the HMP because the Plaintiff refused to contact or talk to the Defendant and therefore a loan modification could not take place prior to October 26, 2009. Therefore, the Defendant will file a Motion for DISMISSAL and just and fair COMPENSATION. The Defendant has consistently stated to the Plaintiff from the very beginning that the only way to logically, effectively and honestly modify loan #708-0174072777 is to fix the property to justify it's \$75,000.00 price or reduce the Loan, Note and Mortgage to it's true "Value" as it was on

October 8, 2007, the effective date of the "Falsified" Appraisal.

Substitutions And/Or Strikeouts

33. In a recent fax letter to Ben Windust, Senior Vice President, Wells Fargo Home Mortgage, the Defendant realized Kathryn R. Perkinson's name was spelled and written as KATHERINE. Because this letter refers to a current or former representative of the Plaintiff and is being sent to a senior staff member at the Plaintiff's office in Des Moines, Iowa, the Defendant took additional care to make sure Ms. Perkinson's name was spelled correctly as KATHRYN and not KATHERINE. Naturally, corrections were made before the letter was faxed or mailed and corrections have been made in this filing. The Defendant has provided the Court, the Plaintiff and the Plaintiff's attorneys with the evidence of the correct spelling of Kathryn R. Perkinson's name. {See Exhibits 192 & 194}

Because of this spelling error, the Defendant decided to review all Court documents, letters, faxes and any written memo or document in which Ms. Perkinson's name is written, referred to or used. The Defendant discovered Ms. Perkinson's first name, KATHRYN, is spelled as KATHERINE in a letter to Orangeburg County Assessor's Office on June 26, 2009. This is the first evidence Ms. Perkinson's first name is misspelled. This letter is marked as **Exhibit 165. You will find Kathryn is written as Katherine on page 2, number 2, sentence #2.** Strikeout Katherine and substitute **Kathryn**. The Defendant's review found another misspelling from the Player Law Firm, **Exhibit 70, page 2, paragraph 2, sentence #1.**

34. Additional Court filings, letters, memos and/or documents the Defendant has identified to strikeout Katherine and substitute **Kathryn** are as follows:

1. RESPONSE TO PLAINTIFF'S CASE STATUS UPDATE 02/16/2010
PURSUANT TO THE MAY 22, 2009 SUPREME COURT OF SOUTH CAROLINA ORDER
FOR FORECLOSURE CASES, **pages 3-4, number 11, sentences #1, #2 and #3,** filed on
March 15, 2010.

2. RESPONSE TO PLAINTIFF'S CASE STATUS UPDATE 03/17/2010
PURSUANT TO THE MAY 22, 2009 SUPREME COURT OF SOUTH CAROLINA ORDER
FOR FORECLOSURE CASES, **page 4, number 11, sentences #1, #2 and #3,** filed on April 15,
2010.

3. RESPONSE TO PLAINTIFF'S CASE STATUS UPDATE 04/15/2010
PURSUANT TO THE MAY 22, 2009 SUPREME COURT OF SOUTH CAROLINA ORDER
FOR FORECLOSURE CASES, page 4, number 11, sentences #1, #2 and #3, filed on May 14,
2010.

4. RESPONSE TO PLAINTIFF'S CASE STATUS UPDATE 05/18/2010
PURSUANT TO THE MAY 22, 2009 SUPREME COURT OF SOUTH CAROLINA ORDER
FOR FORECLOSURE CASES, page 4, number 11, sentences #1, #2 and #3, filed on March
15, 2010.

35. The misspelling of Ms. Perkinson's first name, Kathryn, is an inexcusable, unacceptable and completely avoidable error. The Defendant accepts full responsibility and desires this error be corrected wherever it is found. Therefore, to make sure this error is corrected and in the abundance of caution, the Defendant declares if Kathryn R. Perkinson's first name is spelled as Katherine in any Court document, Exhibit, letter, memo and/or any written media or form that has been submitted by the Defendant, or any second and/or third party or entered into the record as supporting documentation; be it electronic or otherwise, and such document, Exhibit, memo and/or any written media or form, be it electronic or otherwise, is in the possession of any person or entity associated with this case, ~~strikeout Katherine~~ and substitute **Kathryn**. A letter to the Orangeburg County Assessor's Office to correct the misspelling of Kathryn R. Perkinson's name has already been written and will be mailed on or before July 6, 2010. {See Exhibit 195}

Additional Evidence

36. The letter from the Plaintiff's office in Des Moines, Iowa with Ben Windust's stamped name, that led to the revelation of Ms. Perkinson's misspelled first name, further illustrates the insincerity and misinformation that exist within the Plaintiff's offices, among the Plaintiff's staff members, legal department and hired attorneys relative to the HMP. Mr. Windust may or may not have known his name is stamped on a letter with a material and factual false statement. It is obvious that whoever sent the letter to the Defendant did not realize all the documents the Defendant received from the Plaintiff were faxed and mailed to the Plaintiff's office prior to any expiration date. Consequently, if the Defendant was not approved for a Home

Affordable Loan Modification is was not because the Plaintiff did not receive the documents that were delivered by UPS. In addition, the Plaintiff's legal department did not realize all the documents, along with written explanations and requested support information are also filed Exhibits in this case. {Review Exhibits 65-66, 71-72 & 168-188} More evidence the Plaintiff relied upon the misinformation, falsifications and representations from the Seller, Appraiser and Broker is revealed because Kathryn R. Perkinson's contact information was sent to the closing attorney on December 20, 2010. The Plaintiff had been "Fraudulently Induced" to approve the mortgage transaction, prior to the Defendant's appearance on December 21, 2007. Refer to the fax date on Exhibit 194}

37. As the Defendant has consistently stated to the Plaintiff from the very beginning and in paragraph 32 in this filing, the only way to logically, effectively and honestly modify loan #708-0174072777 is to fix the property to justify it's \$75,000.00 price or reduce the Loan, Note and Mortgage to it's true "Value" as it was on October 8, 2007, the effective date of the "Falsified" Appraisal.

NOTIFICATION

A copy of the RESPONSE TO THE PLAINTIFF'S CASE STATUS UPDATE DATED 06/15/2010 AND RECEIVED ON 06/18/2010 PURSUANT TO THE MAY 22, 2009 SUPREME COURT OF SOUTH CAROLINA ORDER FOR FORECLOSURE CASES filed with the Clerk of Court will be mailed to the Plaintiff's Attorneys

Nelson Mullins Riley & Scarborough LLP @
1320 Main Street / 17th Floor / Columbia, SC 29201
POB 11070 / Columbia, SC 29211-1070
Tel: 803-799-2000 / Fax: 803-256-7500

Note: Any attorney, the entire staff or all the attorneys at Nelson Mullins Riley & Scarborough are free to inspect the property to verify all statements of fact concerning the property are true. They are free to drop in, stop by or drive by at anytime unannounced without calling ahead between the hours of 9 a.m. to 6 p.m. – Monday – Sunday or as long as there is sufficient daylight. They are free to bring their own appraisers, contractors and/or experts for additional factual verification if they desire to do so. This invitation also holds true for the Plaintiff and the Plaintiff's authorized officers, managers, staff, JFERT (Janet Frotscher's Executive Resolution Team), or any authorized personnel. For safety reasons please do not send anyone that weighs more than 250 pounds because the floors are weak.

IN WITNESS WHEREOF, The undersigned has signed and sealed these attestations this 2nd
day of July in the year 2010 in City of Orangetburg, State of South Carolina.

Signed, sealed and delivered in the presence of:

Print Name: Dorothy Sistrunk

Signature: Dorothy Sistrunk

Notary Witness (1): _____

(Signature)

**STATE OF SOUTH CAROLINA
COUNTY OF ORANGEBURG**

On July 2, 2010 before me appeared Dorothy Sistrunk and proved to
me on the basis of satisfactory evidence to be the person whose name is subscribed to the within
instrument and acknowledged to me that he/she executed the same in his/her authorized capacity,
and that by his/her signature on the instrument presents this document. WITNESS my hand and
official seal.

Notary Dale Wayne Weeks
(Signature)

Commission Expires 10/15/2015

(Seal)

STATE OF SOUTH CAROLINA)
) IN THE COURT OF COMMON PLEAS
COUNTY OF ORANGEBURG) FIRST JUDICIAL CIRCUIT

Wells Fargo Bank, N.A.,) Civil Action No. 2008-CP-38-1024
)

Plaintiff,)
)

vs.)
)

Dorothy Sistrunk,)
)

Defendant.)
)

CASE STATUS UPDATE
PURSUANT TO MAY 22, 2009
SUPREME COURT ORDER FOR
FORECLOSURE CASES

On May 4, 2009, the Supreme Court of South Carolina issued a Temporary Restraining Order ("TRO") affecting all foreclosure actions in South Carolina. In accordance with the TRO, Plaintiff Wells Fargo Bank, N.A. ("Wells Fargo") filed an affidavit on May 15, 2009, stating that the mortgage and loan in this action may be subject to loan modification under the Home Affordable Modification Program (HMP). On May 22, 2009, the Court issued a subsequent Order stating that foreclosure actions are stayed when a mortgage loan is eligible for modification under the HMP. Further, the Court's Order requires a status update to the trial court every thirty days.

Wells Fargo filed case status updates on June 16, 2009, July 15, 2009, August 18, 2009, September 15, 2009, October 15, 2009, November 16, 2009, December 16, 2009, January 21, 2010, February 17, 2010, March 17, 2010, April 15, 2010, May 19, 2010, and June 17, 2010. In those case status updates, Wells Fargo stated that the Defendant's loan is currently under review for possible modification consistent with the requirements of the HMP. Defendant Dorothy Sistrunk has provided information relative to Wells Fargo's request for

ATTEST: TRUE COPY

Winnifred B. Clark
CLERK OF COURT
ORANGEBURG COUNTY, SC
523

MFF - Exhibit 114

information necessary for a loan modification determination. Accordingly, Defendant' loan is currently under review for possible modification.

NELSON MULLINS RILEY & SCARBOROUGH LLP

By: Elizabeth Scott Moise

Elizabeth Scott Moise

SC Bar No. 012945

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Columbia, SC 29201

(803) 799-2000

Attorneys for Wells Fargo Bank, N.A.

Charleston, South Carolina

July 16, 2010

ATTEST: TRUE COPY

Winnifred B. Clark

CLERK OF COURT

ORANGEBURG COUNTY, SC

MFF - Exhibit 114

STATE OF SOUTH CAROLINA)
COUNTY OF ORANGEBURG) IN THE COURT OF COMMON PLEAS
Wells Fargo Bank, N.A.,) FIRST JUDICIAL CIRCUIT
Plaintiff,)
vs.)
Dorothy Sistrunk,)
Defendant.)

Civil Action No. 2008-CP-

CASE STATUS UPDATE
PURSUANT TO MAY 22, 2009
SUPREME COURT ORDER FOR
FORECLOSURE CASES

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FILED FOR RECORD
WINNIE B. CLARK
CLERK OF COURT
ORANGEBURG, SC

On May 4, 2009, the Supreme Court of South Carolina issued a Temporary Restraining Order ("TRO") affecting all foreclosure actions in South Carolina. In accordance with the TRO, Plaintiff Wells Fargo Bank, N.A. ("Wells Fargo") filed an affidavit on May 15, 2009, stating that the mortgage and loan in this action may be subject to loan modification under the Home Affordable Modification Program (HMP). On May 22, 2009, the Court issued a subsequent Order stating that foreclosure actions are stayed when a mortgage loan is eligible for modification under the HMP. Further, the Court's Order requires a status update to the trial court every thirty days.

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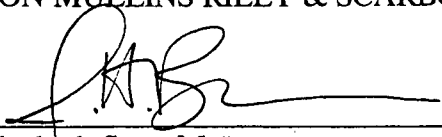
In those case status updates, Wells Fargo stated that the Defendant's loan is currently under review for possible modification consistent with the requirements of the HMP. Defendant Dorothy Sistrunk has provided information relative to

ATTEST: TRUE COPY
Winnifred B. Clark
CLERK OF COURT
ORANGEBURG COUNTY, SC

MFF - Exhibit 115

Wells Fargo's request for information necessary for a loan modification determination.
Accordingly, Defendant' loan is currently under review for possible modification.

NELSON MULLINS RILEY & SCARBOROUGH LLP

By: 

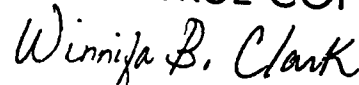
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Attorneys for Wells Fargo Bank, N.A.

Charleston, South Carolina

August 17, 2010

ATTEST: TRUE COPY

CLERK OF COURT
ORANGEBURG COUNTY, SC

MFF - Exhibit 115

STATE OF SOUTH CAROLINA

COUNTY OF ORANGEBURG

Wells Fargo Bank, N. A.

Plaintiff,

Vs.
Dorothy Sistrunk;

Defendant(s).

THE COURT OF COMMON PLEAS

DOCKET NO

2008-CP-38-1024

**RESPONSE TO PLAINTIFF'S
CASE STATUS UPDATE 08/17/2010
PURSUANT TO THE MAY 22, 2009
SUPREME COURT OF SOUTH
CAROLINA ORDER FOR
FORECLOSURE CASES**

Comes now the Defendant Dorothy Sistrunk to respond to the PLAINTIFF'S CASE STATUS UPDATE, DATED 08/17/2010 AND RECEIVED 08/20/2010, PURSUANT TO THE MAY 22, 2009 SUPREME COURT OF SOUTH CAROLINA ORDER FOR FORECLOSURE CASES.

TO: PLAINTIFF WELLS FARGO BANK, N.A.

1. **Response to paragraph 1:** No written response required.
2. **Response to paragraph 2:** In Wells Fargo's previous Case Status Updates filed on June 16, 2009, July 15, 2009, August 18, 2009, September 15, 2009, October 16, 2009, November 16, 2009, December 16, 2009, January 21, 2010, February 16, 2010, March 17, 2010 April 15, 2010, May 18, 2010, June 15, 2010, July 16, 2010 and the current Case Status Update filed on August 17, 2010 the Plaintiff repeatedly states, {Quote} "that the Defendant's loan is currently under review for possible modification consistent with the requirements of the HMP" {End Direct Quote}
3. **Response to sentences #2 and #3, Paragraph #2:** The Defendant has consistently informed the Court that the Plaintiff has been lying and misinforming the Court since the first Case Status Update was filed on June 16, 2009.

Even though the Plaintiff acknowledges receiving information from the Defendant relative to the HMP loan modification program, the Plaintiff is still misleading the Court by stating the Defendant's loan is currently under review for possible modification. The Plaintiff still fails to acknowledge or admit the Defendant's tentative agreement with GreenPath and HOPE NOW to accept a mortgage based on the value of the unfinished home as it was on October 8, 2007. {See filed Exhibit 175}...which is the effective date of the "Falsified" Appraisal #7-59. {See filed Exhibits 8 -14 and Wells Fargo's Exhibits WF00001 - WF00027}

4. The Plaintiff is still relying on the falsified Appraisal #7-59 provided by Jim H. Austin III, the altered and forged Sales Contract from the Seller and the misrepresentations from the Broker - Golden Gate Mortgage/David Terrell relative to the financial information and verification documents the Defendant gave the Seller - Thomas Jacobs. {See Exhibit 188}

5. The Defendant refers the Plaintiff to 18 U.S.C. § 1341 : US Code - Section 1341: Frauds and Swindles. The Defendant restates the Plaintiff is a financial institution and therefore has a duty, obligation and responsibility, legal and otherwise, to investigate thoroughly any allegation of "Fraud" relative to a mortgage transaction. The Plaintiff has failed to initiate any meaningful investigation and insists on relying on the falsified appraisal, misrepresentations, misinformation and the deceit and deception of the Seller - Thomas Jacobs and the Appraiser - Jim H. Austin III with help from the Broker - Golden Gate Mortgage/David Terrell. Mortgage Fraud of this magnitude can only be initiated by professionals from within the mortgage industry because of all the legal hurdles and requirements that must be met before a mortgage transaction can occur.

6. Consequently, if the Plaintiff fails to take corrective action to mitigate or eliminate "Fraud" and/or "Fraudulent Activity" that was instigated against the Plaintiff by professionals in the mortgage industry, then, the Plaintiff suffers as a direct result of the Plaintiff's own inaction, failures and/or incompetence, and therefore, the Defendant has no obligation, legal, financial or otherwise to the Plaintiff and deserves just and fair compensation from the Plaintiff for the Defendant's time, resources and legal defense even if Pro Se.

7. It does not matter whether the Plaintiff accepts these facts or not. The laws of the United States of America do not allow financial institutions, knowingly or unknowingly, to fund illegal activities. Mortgage Fraud is an illegal activity and the "Fraud" occurs prior to the closing.

8. The Appraisal is falsified, the Sales Contract is altered and the Defendant's initials forged after signing. The Seller, at the time, was an unlicensed Loan Originator. Forged and falsified documents were faxed or sent to the Plaintiff by the Broker. Loan proceeds were wired or delivered to the closing attorney that are based on falsifications and misrepresentations of material facts. Proceeds were paid to the Seller, the Broker received a commission and these payments are itemized on Federal forms that were used during the closing. The Plaintiff has admitted a formal approval process was involved that was based on representations, statements and documents from the Seller, Broker and Appraiser.

9. Because of the length of these proceedings, it is necessary for the Defendant to continue reviewing the facts in this case that led to the foreclosure currently in the court of Common Pleas. The Defendant was lured to the closing by the Seller - Thomas Jacobs, by promising the Defendant the reduction to the price of 423 Bayne Street would take place during the closing of the loan. This statement and promise by the Seller to the Defendant was made in the presence of an eyewitness. The Defendant expected the price to be reduced at some point during the closing because the house was not complete.

10. Lacking prior loan closing experience, the Defendant made the critical error of mistakenly believing and assuming the reductions to the \$75,000.00 sales price were written in the language of the closing documents. After carefully examining the closing documents, the Defendant's husband realized the Defendant had been deceived, there were no price reductions. Shortly after discovering the deception, the Defendant's husband called the Plaintiff's office in Raleigh, North Carolina during the afternoon of December 21, 2007 - the date of the closing - to report the Seller's deception and "Fraudulent Intent" to the Plaintiff. Since, the phone lines were

busy until late evening, the Defendant's husband called the Plaintiff's office again on Saturday, December 22, 2007 and left a message on the answering machine.

11. Kathryn R. Perkinson call the Defendant on Monday, December 24, 2007. However, the Defendant was not home at the time and had to call her back. It was during the latter conversation that Kathryn R. Perkinson, advised the Defendant to work things out with the Seller and if this could not be done to report the matter to the Plaintiff's office in Des Moines, Iowa. At the time, the Defendant did not realize and suspects Kathryn R. Perkinson did not realize the magnitude of the "Fraud". In the beginning, all the Defendant wanted were the plumbing and lights repaired or have the Seller pay the Defendant \$10,175.00 to repair the lights and plumbing. And, if this could not be done, the Defendant wanted the loan, note and mortgage canceled. The Defendant refers the Court and the Plaintiff to ANSWER TO COMPLAINT filed in the Court of Common Pleas on July 18, 2008 and to the Defendant's Exhibits 1, 2 and 4.

12. After receiving a copy of Appraisal #7-59, the altered and forged Sales Contract and information relative to the irregularities of loan #708-0174072777, the Defendant realized the scope and magnitude of the deception and "Fraud" perpetrated on the Plaintiff, by the Seller - Thomas Jacobs and the Appraiser - Jim H. Austin III, with help from the Broker - Golden Gate Mortgage/David Terrell was considerable and could not be rectified by simple repairs.

Consequently, the Defendant dropped all request for money to make repairs and compensation for the Defendant's husband. The Defendant realized further that the "Fraud" surrounding the Loan, Note and Mortgage is too extensive and the only reasonable, logical and common sense solution is to eliminate the "Fraud" by reducing the price of the property to it's true market value as it was on October 8, 2007, or repair the property to justify its \$75,000.00 sales price and then pursue those individuals responsible for this Fraudulent Mortgage Account.

13. Mortgage and/or Bank Fraud are serious criminal acts and should not be relegated, as the Plaintiff insists on doing, to an arm-length transaction between an uninformed buyer and an unscrupulous seller. When federally insured funds are involved or mortgages backed and/or

purchased by a federal agency; such a cavalier attitude about Mortgage and/or Bank Fraud, as demonstrated by the Plaintiff, is the height of incompetence, arrogance and/or ignorance.

14. As previously stated, if this matter of Bank and/or Mortgage Fraud is not a serious matter and the use of falsified documentation, misrepresentations and outright lies by the Seller, the Appraiser, with help from the Broker to obtain funds from a financial institution was solely a transaction between the Seller and the Defendant, why would the FBI, DAs and State Attorney Generals prosecute "Mortgage Fraud"? The Defendant has already presented more than enough evidence to the Plaintiff and the Court of Common Pleas that Mortgage and/or Bank Fraud are serious crimes. The evidence further documents and illustrates that these type of crimes can only be implemented, executed and perpetrated by trained, licensed and knowledgeable professionals from within the banking and mortgage industry or associated with the banking and mortgage industry and/or from within or associated with the legal profession.

15. The Plaintiff's failure to acknowledge the "Fraud" associated with the Defendant's mortgage and loan; as well as the irregularities that led to loan #708-0174072777 being approved are the reasons why the Defendant's loan is in foreclosure. The Defendant has sent the Plaintiff documented evidence of the "Fraud" associated with the Loan, Note and Mortgage.

16. As stated in the Defendant's previous responses, the Plaintiff's failure to admit the "Fraudulent Inducements" by the Seller - Thomas Jacobs, the Appraiser - Jim H. Austin III, with help from the Broker - Golden Gate Mortgage/David Terrell, strengthens and validates the Defendant's claim that the Plaintiff is knowingly perpetuating an "Illegal Predatory Lending Scheme" in which falsified documents were used and are still being used and relied upon by the Plaintiff.

17. As evidence from the rising number of criminal indictments and convictions presented by the Defendant, and as the Defendant has stated repeatedly; a loan suspected of being

obtained by "Fraud" cannot be modified under any existing program the Plaintiff has or under existing Federal law. The Defendant will restate why dealing with this issue of "Fraud" is important.

A. Clearing up this "Fraudulent Loan, Note and Mortgage" is necessary to correct all official documents and records relative to loan #708-0174072777. Otherwise, the Defendant and the Defendant's heirs will be paying property taxes on a home who's stated and recorded "Value" is "Falsified".

B. As the Defendant has shown, "Mortgage Fraud" and "Bank Fraud" are criminal acts and the Defendant will not knowingly participate in or consciously condone a criminal act.

C. What the Seller and Appraiser did with help from the Broker is wrong and the wrong done to the Plaintiff by the Seller and Appraiser with help from the Broker must be corrected, even if it means the Defendant loses 423 Bayne Street.

D. The Plaintiff's personnel and its Executive Resolution Team; headed by Janet Frotscher, were irresponsible and derelict in their duties and responsibilities and should be held accountable for their lack of diligence. This fact will be revealed during the trial of this case and before a Judge and Jury.

E. The Defendant can prove with documented evidence that the Loan, Note and Mortgage were "Induced" by "Fraud", approved as a direct result of "Fraud" and the Plaintiff's personnel participated in and perpetuated an illegal "Predatory Lending Scheme" after being duly notified that loan #708- 0174072777 was suspected of being obtained by "Fraudulent means".

F. The Plaintiff's personnel have lied and repeated lies and misinformation relative to the Defendant, thus defaming the Defendant, after being duly notified that the information being stated, reported and repeated in official documents is not true.

G. Completing the forms and entering this "Falsified" and "Fraudulent" Loan, Note and Mortgage into a legitimate Home Affordable Modification Program (HMP) would be perpetuating that "Fraud" and the Plaintiff's "Illegal Predatory Lending Scheme" that was initiated by the Seller and the Appraiser with help from the Broker. The Defendant will not

participate in this "Scheme" or this "Criminal Act".

H. If the Plaintiff had taken prudent steps on December 24, 2007 after being notified of the lies, deceit, deception and "Fraud" by the Seller and cancelled the check issued to the Seller, Thomas Jacobs, this entire matter would not exist. The Plaintiff's personnel did not act responsibly then and they are not acting responsibly now.

18. As the Defendant stated previously, the Defendant is not an unreasonable person. If the Plaintiff sincerely desires to settle this matter legally, honestly and in "Good Faith"; as well as resolve all outstanding issues relative to loan #708-0174072777 that was approved and entered into due to "Fraud"; then, the Plaintiff should do the following to end this "Fraud" and this illegal "Predatory Lending Scheme":

A. Notify the appropriate law enforcement agency/ies concerning this "Fraudulent" Mortgage, Note and Loan. In all probability, the Seller, and the Appraiser with help from the Broker may have committed "Bank Fraud" which is a criminal act.

B. Notify the appropriate authorities in Orangeburg County relative to the recording of this Mortgage that the \$75,000.00 "Value" of the Loan, Note and Mortgage is suspected of being "Fraudulent" and the loan was entered into due to "Fraudulent Inducements" by the Seller and Appraiser with help from the Broker.

C. End this foreclosure proceeding by canceling the current loan; because, due to "Fraud", the Plaintiff does not have a legitimate claim to the property known as 423 Bayne Street in Orangeburg, South Carolina. If anything, 423 Bayne Street is the physical evidence of the "Fraud" perpetrated by the Seller and the Appraiser with help from the Broker.

D. Compensate the Defendant completely and fully.

E. Pursue the Seller, Appraiser and the Broker to recover any losses the Plaintiff has incurred, including legal expenses. If needed....

F. The Plaintiff can call the Defendant and many of the Defendant's Witnesses to testify as to the "Fraudulent" activities of the Seller and Appraiser with help from the Broker, can verify the Appraisal is "Falsified" and the "Value" of 423 Bayne Street is "Fraudulent".

19. The above stated reasons to end this "Fraud" stated in paragraph 17 and the most logical, legitimate, sane and expeditious way to end this "Illegal Predatory Lending Scheme" stated in paragraph 18 will bring justice and legality back to this sordid affair known as loan #708-0174072777. Any other course of action; other than reducing the property to its true value, will only lead to more misery, hardship and unnecessary financial loss for all involved. Sometimes all a person or a corporate entity needs to do is exercise reason, rationality and "Common Sense".

20. Pursuant to Section 4 of the Supreme Court's May 22 Order, and assuming the Plaintiff files a Motion to lift the Stay, the Defendant will seek a determination from the Court relative to the Plaintiff's failure to comply with the Supreme Court's Order to meet the requirements of the HMP because the Plaintiff refuses to acknowledge the "Fraudulent" nature of the Defendant's Loan, Note and Mortgage or negotiate in "Good Faith" to resolve outstanding issues with the Defendant and therefore a loan modification could not have taken place prior to October 26, 2009 or prior to this filing.

21. The Defendant feels it would benefit the Court and the Plaintiff to review all the relevant facts associated with this case because of the length of this foreclosure proceeding. In addition to the events and facts stated in paragraph's 9, 10, 11, 12 and 13 in this RESPONSE and in the Defendant's RESPONSE TO PLAINTIFF'S CASE STATUS UPDATES for 02/16/2010 filed on March 15, 2010 and 03/17/2010 filed on April 15, 2010, also numbered as paragraphs 9, 10, 11, 12, and 13, the Defendant feels it is important for the Court and the Plaintiff to review the facts and events in the Defendant's REPLY TO WELLS FARGO BANK N.A.'S RESPONSES TO REQUEST FOR DISCOVERY, pages 1-85, filed on October 28, 2008.

22. If the Plaintiff continues being obstinate and continues to ignore the "Fraud" associated with the Defendant's Loan, Note and Mortgage and files a motion to lift the Stay, the Defendant will file a Motion for DISMISSAL and just and fair COMPENSATION.

23. The Defendant has consistently stated to the Plaintiff from the very beginning that the only way to logically, effectively and honestly modify loan #708-0174072777 is to fix the property to justify it's \$75,000.00 price or reduce the Loan, Note and Mortgage to it's true "Value" as it was on October 8, 2007, the effective date of the "Falsified" Appraisal with the file number 7-59.

24. 423 Bayne Street (hereafter called "the property") continues to deteriorate while the Plaintiff insists on ignoring the truth relative to loan #708-0174072777; and that is the "Fraud" perpetrated on the Plaintiff by the Seller - Thomas Jacobs and the Appraiser - Jim H. Austin III with help from the Broker - Golden Gate Mortgage/David Terrell. The water damage to the property because of the decayed and decaying eaves and roof continue to erode its true value. The property will be worth even less than it did on October 8, 2007 if this erosion is not dealt with. The property must be repaired and soon. The Defendant will not initiate or authorize any further work on the property as long as this litigation continues. Consequently, the best course of action for the Plaintiff is to pursue those that initiated this "Fraud", settle with the Defendant and recover any remaining losses including attorney fees from the Seller - Thomas Jacobs, the Appraiser - Jim H. Austin III and the Broker - Golden Gate Mortgage/David Terrell.

25. On Thursday, June 24, 2010, the Defendant received a letter from the Plaintiff's office in Des Moines, Iowa, that bears the name and signature stamp of Ben Windust, Senior Vice President of the Plaintiff's Home Mortgage Division that is dated 6/21/2010. {See Exhibits 192 and 193} **On page 1, paragraph 3,** Mr. Windust states: **"We are unable to offer you a Home Affordable Mortgage Modification because you did not provide us with the documents we requested."** This statement by Mr. Windust is not true. The Defendant faxed and sent by UPS all the documents the Plaintiff requested prior to any expiration date.

26. A review of the facts will reveal that on Friday, November 20, 2009, the Defendant faxed the required documentation and information to the Plaintiff's Home Mortgage Division located at 3480 Stateview Blvd., MAC X7802-03H, Fort Mills, South Carolina, SC

29715. {See Exhibits 169 - 173} The fax number sent to the Defendant is 1-866-359-7363. {See Exhibit 174, No# 04 for fax verification} The Defendant also sent a Fax Letter with the documentation explaining the "Fraudulent" nature of the loan, note and mortgage and notified the Plaintiff's Home Mortgage Division that a tentative agreement had been reached with GreenPath and HOPE NOW to accept a mortgage based on the value of the unfinished home as it was on October 8, 2007. {See Exhibit 175} - This is the effective date of the falsified Appraisal #7-59. {See Exhibits 8 -14 and Wells Fargo's Exhibits WF00001 - WF00027}

27. Note Exhibit 173 has the Defendant's husband name on it and the Defendant. This happened because it was the Defendant's husband that made the initial call to HOPE NOW and GreenPath. This is not an unusual occurrence. It was the Defendant's husband that called the Plaintiff's North Carolina office on Friday afternoon, December 21, 2007 (the date of the closing) and left a message on Saturday morning, December 22, 2007 notifying the Plaintiff that the Seller - Thomas Jacobs had deceived the Defendant and the loan, note and mortgage were mired in fraud, deceit and deception. The Plaintiff's representative - Kathryn R. Perkinson returned his call on Monday, December 24, 2007.

28. On Tuesday, December 1, 2009, UPS delivered a package from the Plaintiff's Home Mortgage Division with the tracking number 1Z 14E 612 13 4828 9344 that contained forms for the HMP. {Review Exhibit 176} The information packet also contained a fax number to the Office of the Special Inspector General, 1-202-622-4559. This fax number is on Freddie Mac Form 1125. {Review Exhibit 177} This form asked, "If you are aware of fraud, waste, abuse, mismanagement or misrepresentation affiliated with the Troubled Asset Relief Program, please contact SIGTARP." On Friday, December 4, 2009, the Defendant faxed a letter along with documentation to the Office of the Special Inspector General notifying the agency the Plaintiff is attempting to use the HMP to modify a fraudulent loan, note and mortgage. {See Exhibit 178}

29. On Thursday, December 10, 2009, the Defendant returned the incomplete and unsigned forms for the HMP back to the Plaintiff because the forms did not address the issue of

fraud. The Defendant stated the reasons why participation in the Home Affordable Modification Plan was not possible on the Cover Sheet {See Exhibit 179} and on the signature pages. {See Exhibit 180} The unsigned and incomplete forms were sent by UPS to the Plaintiff's Home Mortgage Division, 1000 Blue Gentian Road, Suite 30, Eagan, MN 55121. The UPS tracking number to verify delivery to the Plaintiff is #1Z 14E 612 84 4839 2018. {See Exhibit 181}

30. On Friday, December 11, 2009, the Defendant called Credit Counseling of Orangeburg, one of the authorized housing counseling services provided by the HMP. The phone number is 1-888-638-5989. For several days all the Defendant got was an automated answering service. On Wednesday, December 16, 2009, the Defendant's husband called. A representative answered the phone, took some basic information and told the Defendant's husband, someone would call back. As of the date of this filing and previous filings after December 11, 2009, no one has called back. {See Exhibit 182}

31. On the same day, Wednesday, December 16, 2009, the Defendant faxed the tax bill for 2009 to the Plaintiff's home office in Des Moines, Iowa (1-866-278-1179). {See Exhibit 183} The Defendant also included a Fax Letter highlighting the facts in the case. {See Exhibit 184} The Defendant has included an unedited Fax Journal to verify all faxes to the parties mentioned herein were sent successfully. {See Exhibit 185}

32. Pursuant to Section 4 of the Supreme Court's May 22 Order, and assuming the Plaintiff files a Motion to lift the Stay, the Defendant will seek a determination from the Court relative to the Plaintiff's failure to comply with the Supreme Court's Order to meet the requirements of the HMP. The Plaintiff refuses to contact or talk to the Defendant thus preventing a loan modification from taking place prior to October 26, 2009. Therefore, the Defendant will file a Motion for DISMISSAL and JUST and FAIR COMPENSATION. The Defendant has consistently stated to the Plaintiff from the very beginning that the only way to logically, effectively and honestly modify loan #708-0174072777 is to fix the property to justify it's \$75,000.00 price or reduce the Loan, Note and Mortgage to it's true "Value" as it was on

October 8, 2007, the effective date of the "Falsified" Appraisal.

Additional Evidence

33. As stated in the Defendant's Response filed on July 2, 2010 in the Court of Common Pleas, the letter from the Plaintiff's office in Des Moines, Iowa further illustrates the insincerity and misinformation that exist within the Plaintiff's offices, among the Plaintiff's staff members, legal department and hired attorneys relative to the HMP. Mr. Windust may or may not know his name and stamped signature are on a letter with a material and factual false statement. {See Exhibit 193}

34. It is obvious that whoever sent the letter to the Defendant with Ben Windust's name and stamped signature did not realize all the documents the Defendant received from the Plaintiff were faxed and mailed to the Plaintiff's office prior to any expiration date. Therefore, if the Defendant was not approved for a Home Affordable Loan Modification it is not because the Plaintiff did not receive the documents that were delivered by UPS. In addition, the Plaintiff's legal department did not realize all the documents, along with written explanations and requested support information are also filed Exhibits in this case. {See Exhibits 65-66, 71-72 & 168-188}

35. The Defendant faxed and mailed a reply letter and the most recent court Response filed in the Court of Common Pleas to Mr. Ben Windust on July 09, 2010. {See Exhibits 196 & 197}

36. On Monday, August 16, 2010, the Defendant received a second letter from the Plaintiff's office in Des Moines, Iowa with Ben Windust's name and stamped signature on it. The letter is dated August 06, 2010. ***The evidence continues to grow that the Plaintiff is still engaging in lies, deceit and deception and is still relying upon the misinformation, falsifications, representations and misrepresentations from the Seller, Appraiser, Broker and from the Plaintiff's own Personnel and/or Legal Team and/or Advisors.***

37. Mr. Windust's letter has statements on page 1, in paragraphs 2 and 3 under **Decision on your mortgage loan request**, that are factually and materially not true. In paragraph 1, Mr. Windust states: "Unfortunately, after carefully reviewing the information you've provided, we are unable to adjust the terms of your mortgage." In paragraph 2: He states: "Because the title to your home has additional liens against it, we're required to work with the other parties who must agree to any changes in the payment terms of your mortgage. Since another party has not agreed to do so, you have not been approved for payment assistance." {See Exhibit 198}. There are no second or third party liens that have been officially and/or properly filed, reported and/or recorded against the Title to 423 Bayne Street in Orangeburg County as of the date of this filing.

38. If the Court and the Plaintiff will recall, Mr. Windust stated in his letter dated June 21, 2010, on page 1, in paragraph 2 under **Decision on the Home Affordable Modification Program**, the reason the Defendant's loan could not be modified is because.. "We are unable to offer you a Home Affordable Mortgage Modification because you did not provide us with the documents we requested". As stated previously, this statement by Mr. Windust is factually and materially not true. {Review Exhibit 193 and Paragraphs 25 - 35 in this filing}

39. If the Court and the Plaintiff will also recall, Janet Frotscher stated in her letter dated February 21, 2008, that the reason why the Defendant's loan could not be modified or cancelled is because the Plaintiff found the "Falsified Appraisal" #7-59 suitable for lending purposes. {Refer to Exhibit 45} If the Court and the Plaintiff will recall, the Defendant did not order the Appraisal. The Appraisal was ordered by the Broker, Golden Gate Mortgage/David Terrell for the Seller - Thomas Jacobs. {Review WF0001 - WF00027}

40. In the Defendant's letter to Mr. Ben Windust, the Defendant endeavored to help the Plaintiff and Mr. Windust organize their lies and misinformation. {See Exhibits 199, 200 and 201} Which lie/s will the Plaintiff and/or Ben Windust fabricate or hide behind next? Will it be the "Falsified Appraisal", that is suitable for lending purposes? The documents the Plaintiff

did not receive, but did receive? Or..., The mystical liens that no one in Orangeburg County can find? Or..., the liens that have not been officially filed, reported or recorded? Perhaps, Mr. Windust and the Plaintiff will return to the tried and true, "All WFHM did was fund the loan." Even Janet Frotscher admitted a formal loan approval process was involved. This means the Plaintiff's personnel did more than just approve the loan. The Plaintiff's personnel had to accept, evaluate and approve documents, representations and information from the Seller, Appraiser and the Broker; otherwise, the loan could not have been legitimately approved under RESPA.

41. Contrary to the Plaintiff's belief, there are no legitimate liens currently on the Title to 423 Bayne Street for the following reasons:

(A) The current mortgage is not a legitimate lien because it came into being due to "Fraud" and continues to exist because the Plaintiff refuses to acknowledge the "Fraud". If the Plaintiff's lien holders are expecting a financial return from this "Fraudulent" loan, these people and/or entities are being deceived, misled and misinformed by the Plaintiff.

(B) Since Mr. Windust claims additional liens are involved in the Defendant's loan, why doesn't the Plaintiff and/or Mr. Windust tell the lien holders involved that loan #708-0174072777 is based on lies, deceit and deception? Why doesn't the Plaintiff and/or Mr. Windust tell them the Appraisal is "Falsified"?..., the Sales Contract is "Forged"?..., and the Plaintiff has known about these problems since December 24, 2007? Why does the Plaintiff's personnel insist on engaging in and relying upon deception, lies, misinformation, inaccurate statements, misrepresentations and false promises?

(C) Once these lien holders know the truth, that they are dealing with a "Fraudulent Loan, Note and Mortgage", they might be more inclined to modify or even cancel this loan. The Defendant has consistently stated to the Plaintiff from the very beginning and in paragraphs 23 and 32 in this filing, the only way to logically, effectively and honestly modify loan #708-0174072777 is to fix the property to justify its \$75,000.00 price or reduce the Loan, Note and Mortgage to its true "Value" as it was on October 8, 2007, the effective date of the "Falsified" Appraisal.

NOTIFICATION

A copy of the RESPONSE TO THE PLAINTIFF'S CASE STATUS UPDATE DATED 08/17/2010 AND RECEIVED ON 08/20/2010 PURSUANT TO THE MAY 22, 2009 SUPREME COURT OF SOUTH CAROLINA ORDER FOR FORECLOSURE CASES filed with the Clerk of Court will be mailed to the Plaintiff's Attorneys

Nelson Mullins Riley & Scarborough LLP @
1320 Main Street / 17th Floor / Columbia, SC 29201
POB 11070 / Columbia, SC 29211-1070
Tel: 803-799-2000 / Fax: 803-256-7500

Note: Any attorney, the entire staff or all the attorneys at Nelson Mullins Riley & Scarborough are free to inspect the property to verify all statements of fact concerning the property are true. They are free to drop in, stop by or drive by at anytime unannounced without calling ahead between the hours of 9 a.m. to 6 p.m. – Monday – Sunday or as long as there is sufficient daylight. They are free to bring their own appraisers, contractors and/or experts for additional factual verification if they desire to do so. This invitation also holds true for the Plaintiff and the Plaintiff's authorized officers, managers, staff, JFERT (Janet Frotscher's Executive Resolution Team), or any authorized personnel. For safety reasons please do not send anyone that weighs more than 250 pounds because the floors are weak.

IN WITNESS WHEREOF, The undersigned has signed and sealed these attestations this 7th
day of September in the year 2010 in City of Orangeburg State of South Carolina.

Signed, sealed and delivered in the presence of:

Print Name: Dorothy Sistrunk
Signature: Dorothy Sistrunk
Notary Witness (1): _____
(Signature)

**STATE OF SOUTH CAROLINA
COUNTY OF ORANGEBURG**

On Sept 7, 2010 before me appeared Dorothy H. Sistrunk and proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument presents this document. WITNESS my hand and official seal.

Notary [Signature]
(Signature)

Commission Expires 10/15/2015

(Seal)

SOUTH CAROLINA)
) IN THE COURT OF COMMON PLEAS
COUNTY OF ORANGEBURG) FIRST JUDICIAL CIRCUIT

Wells Fargo Bank, N.A.,) Civil Action No. 2008-CP-38-1024
)
Plaintiff,)
)
vs.)
) **CASE STATUS UPDATE**
Dorothy Sistrunk,) **PURSUANT TO MAY 22, 2009**
) **SUPREME COURT ORDER FOR**
) **FORECLOSURE CASES**
Defendant.)

On May 4, 2009, the Supreme Court of South Carolina issued a Temporary Restraining Order ("TRO") affecting all foreclosure actions in South Carolina. In accordance with the TRO, Plaintiff Wells Fargo Bank, N.A. ("Wells Fargo") filed an affidavit on May 15, 2009, stating that the mortgage and loan in this action may be subject to loan modification under the Home Affordable Modification Program (HMP). On May 22, 2009, the Court issued a subsequent Order stating that foreclosure actions are stayed when a mortgage loan is eligible for modification under the HMP. Further, the Court's Order requires a status update to the trial court every thirty days.

Wells Fargo filed case status updates on June 16, 2009, July 15, 2009, August 18, 2009, September 15, 2009, October 15, 2009, November 16, 2009, December 16, 2009, January 21, 2010, February 17, 2010, March 17, 2010, April 15, 2010, May 19, 2010, June 17, 2010, July 16, 2010, and August 17, 2010. In those case status updates, Wells Fargo stated that the Defendant's loan is currently under review for possible modification consistent with the requirements of the HMP. Defendant Dorothy Sistrunk has provided information relative to Wells Fargo's request for information necessary for a loan modification

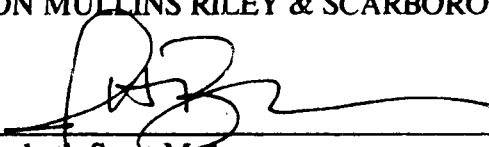
ATTEST: TRUE COPY

Winnifred B. Clark
CLERK OF COURT
ORANGEBURG COUNTY, SC

MFF - Exhibit 116

determination. Accordingly, Defendant' loan is currently under review for possible modification.

NELSON MULLINS RILEY & SCARBOROUGH LLP

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Attorneys for Wells Fargo Bank, N.A.

Charleston, South Carolina

9/15, 2010

MFF - Exhibit 116

STATE OF SOUTH CAROLINA)
) IN THE COURT OF COMMON PLEAS
COUNTY OF ORANGEBURG) FIRST JUDICIAL CIRCUIT

Wells Fargo Bank, N.A.,) Civil Action No. 2008-CP-38-1024

Plaintiff,)

vs.)

Dorothy Sistrunk,)

Defendant.)

CASE STATUS UPDATE
PURSUANT TO MAY 22, 2009
SUPREME COURT ORDER FOR
FORECLOSURE CASES

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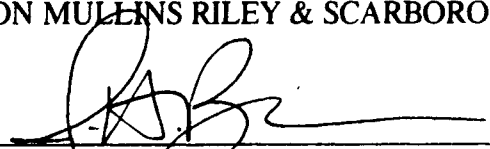
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MFF - Exhibit 117

ATTEST: TRUE COPY
Winniford B. Clark
CLERK OF COURT
545 ORANGEBURG COUNTY, SC

modification determination. Accordingly, Defendant' loan is currently under review for possible modification.

NELSON MULLINS RILEY & SCARBOROUGH LLP

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Attorneys for Wells Fargo Bank, N.A.

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10/18, 2010

STATE OF SOUTH CAROLINA

THE COURT OF COMMON PLEAS

COUNTY OF ORANGEBURG

2010 NOV 12 P 11:33
DOCKET NO

Wells Fargo Bank, N. A.

FILED FOR RECORD
WILLIAM D. CLARK
CLERK OF COURT
ORANGEBURG, SC

2008-CP-38-1024

Plaintiff,

**RESPONSE TO PLAINTIFF'S
CASE STATUS UPDATE 10/18/2010
PURSUANT TO THE MAY 22, 2009
SUPREME COURT OF SOUTH
CAROLINA ORDER FOR
FORECLOSURE CASES**

Vs.

Dorothy Sistrunk;

Defendant(s).

*response to plaintiff's
case status dated 10/18/2010
5/23/2014 DP*

Comes now the Defendant Dorothy Sistrunk to respond to the PLAINTIFF'S CASE STATUS UPDATE, DATED 10/18/2010 AND RECEIVED 10/20/2010, PURSUANT TO THE MAY 22, 2009 SUPREME COURT OF SOUTH CAROLINA ORDER FOR FORECLOSURE CASES and now demand DISMISSAL of the case with PREJUDICE for reasons that shall be stated herein.

TO: PLAINTIFF WELLS FARGO BANK, N.A.

1. **Response to paragraph 1:** No written response required.
2. **Response to paragraph 2:** In Wells Fargo's previous Case Status Updates filed on June 16, 2009, July 15, 2009, August 18, 2009, September 15, 2009, October 16, 2009, November 16, 2009, December 16, 2009, January 21, 2010, February 16, 2010, March 17, 2010 April 15, 2010, May 18, 2010, June 15, 2010, July 16, 2010, August 17, 2010, September 15, 2010 and the current Case Status Update filed on October 18, 2010 the Plaintiff repeatedly states, {Quote} "that the Defendant's loan is currently under review for possible modification consistent with the requirements of the HMP" {End Direct Quote}
3. **Response to sentences #2 and #3, Paragraph #2:** The Defendant has consistently informed the Court that the Plaintiff has been lying and misinforming the Court

since the first Case Status Update was filed on June 16, 2009.

Even though the Plaintiff acknowledges receiving information from the Defendant relative to the HMP loan modification program, the Plaintiff is still misleading the Court by stating the Defendant's loan is currently under review for possible modification. The Plaintiff still fails to acknowledge or admit the Defendant's tentative agreement with GreenPath and HOPE NOW to accept a mortgage based on the value of the unfinished home as it was on October 8, 2007. {See filed Exhibit 175}...which is the effective date of the "Falsified" Appraisal #7-59. {See filed Exhibits 8 -14 and Wells Fargo's Exhibits WF00001 - WF00027}

4. The Plaintiff is still relying on the falsified Appraisal #7-59 provided by Jim H. Austin III, the altered and forged Sales Contract from the Seller and the misrepresentations from the Broker - Golden Gate Mortgage/David Terrell relative to the financial information and verification documents the Defendant gave the Seller - Thomas Jacobs. {See Exhibit 188}

5. **The Defendant refers the Plaintiff to 18 U.S.C. § 1341 : US Code - Section 1341: Frauds and Swindles.** The Defendant restates the Plaintiff is a financial institution and therefore has a duty, obligation and responsibility, legal and otherwise, to investigate thoroughly any allegation of "Fraud" relative to a mortgage transaction. The Plaintiff has failed to initiate any meaningful investigation and insists on relying on the falsified appraisal, misrepresentations, misinformation and the deceit and deception of the Seller - Thomas Jacobs and the Appraiser - Jim H. Austin III with help from the Broker - Golden Gate Mortgage/David Terrell. Mortgage Fraud of this magnitude can only be initiated by professionals from within the mortgage industry because of all the legal hurdles and requirements that must be met before a mortgage transaction can occur.

6. Consequently, if the Plaintiff fails to take corrective action to mitigate or eliminate "Fraud" and/or "Fraudulent Activity" that was instigated against the Plaintiff by professionals in the mortgage industry, then, the Plaintiff suffers as a direct result of the Plaintiff's own inaction, failures and/or incompetence, and therefore, the Defendant has no

obligation, legal, financial or otherwise to the Plaintiff and deserves just and fair compensation from the Plaintiff for the Defendant's time, resources and legal defense even if Pro Se.

7. It does not matter whether the Plaintiff accepts these facts or not. The laws of the United States of America do not allow financial institutions, knowingly or unknowingly, to fund illegal activities. Mortgage Fraud is an illegal activity and the "Fraud" occurs prior to the closing.

8. The Appraisal is falsified, the Sales Contract is altered and the Defendant's initials forged after signing. The Seller, at the time, was an unlicensed Loan Originator. Forged and falsified documents were faxed or sent to the Plaintiff by the Broker. Loan proceeds were wired or delivered to the closing attorney that are based on falsifications and misrepresentations of material facts. Proceeds were paid to the Seller, the Broker received a commission and these payments are itemized on Federal forms that were used during the closing. The Plaintiff has admitted a formal approval process was involved that was based on representations, statements and documents from the Seller, Broker and Appraiser.

9. Because of the length of these proceedings, it is necessary for the Defendant to continue reviewing the facts in this case that led to the foreclosure currently in the court of Common Pleas. The Defendant was lured to the closing by the Seller - Thomas Jacobs, by promising the Defendant the reduction to the price of 423 Bayne Street would take place during the closing of the loan. This statement and promise by the Seller to the Defendant was made in the presence of an eyewitness. The Defendant expected the price to be reduced at some point during the closing because the house was not complete.

10. Lacking prior loan closing experience, the Defendant made the critical error of mistakenly believing and assuming the reductions to the \$75,000.00 sales price were written in the language of the closing documents. After carefully examining the closing documents, the Defendant's husband realized the Defendant had been deceived, there were no price reductions. Shortly after discovering the deception, the Defendant's husband called the Plaintiff's office in

Raleigh, North Carolina during the afternoon of December 21, 2007 - the date of the closing - to report the Seller's deception and "Fraudulent Intent" to the Plaintiff. Since, the phone lines were busy until late evening, the Defendant's husband called the Plaintiff's office again on Saturday, December 22, 2007 and left a message on the answering machine.

11. Kathryn R. Perkinson call the Defendant on Monday, December 24, 2007. However, the Defendant was not home at the time and had to call her back. It was during the latter conversation that Kathryn R. Perkinson, advised the Defendant to work things out with the Seller and if this could not be done to report the matter to the Plaintiff's office in Des Moines, Iowa. At the time, the Defendant did not realize and suspects Kathryn R. Perkinson did not realize the magnitude of the "Fraud". In the beginning, all the Defendant wanted were the plumbing and lights repaired or have the Seller pay the Defendant \$10,175.00 to repair the lights and plumbing. And, if this could not be done, the Defendant wanted the loan, note and mortgage canceled. **{The Defendant refers the Court and the Plaintiff to ANSWER TO COMPLAINT filed in the Court of Common Pleas on July 18, 2008 and to the Defendant's Exhibits 1, 2 and 4}**

12. After receiving a copy of Appraisal #7-59, the altered and forged Sales Contract and information relative to the irregularities of loan #708-0174072777, the Defendant realized the scope and magnitude of the deception and "Fraud" perpetrated on the Plaintiff, by the Seller - Thomas Jacobs and the Appraiser - Jim H. Austin III, with help from the Broker - Golden Gate Mortgage/David Terrell was considerable and could not be rectified by simple repairs.

Consequently, the Defendant dropped all request for money to make repairs and compensation for the Defendant's husband. The Defendant realized further that the "Fraud" surrounding the Loan, Note and Mortgage is too extensive and the only reasonable, logical and common sense solution is to eliminate the "Fraud" by reducing the price of the property to it's true market value as it was on October 8, 2007, or repair the property to justify its \$75,000.00 sales price and then pursue those individuals responsible for this Fraudulent Mortgage Account.

13. Mortgage and/or Bank Fraud are serious criminal acts and should not be relegated, as the Plaintiff insists on doing, to an arm-length transaction between an uninformed buyer and an unscrupulous seller. When federally insured funds are involved or mortgages backed and/or purchased by a federal agency; such a cavalier attitude about Mortgage and/or Bank Fraud, as demonstrated by the Plaintiff, is the height of incompetence, arrogance and/or ignorance.

14. As previously stated, if this matter of Bank and/or Mortgage Fraud is not a serious matter and the use of falsified documentation, misrepresentations and outright lies by the Seller, the Appraiser, with help from the Broker to obtain funds from a financial institution was solely a transaction between the Seller and the Defendant, why would the FBI, DAs and State Attorney Generals prosecute "Mortgage Fraud"? The Defendant has already presented more than enough evidence to the Plaintiff and the Court of Common Pleas that Mortgage and/or Bank Fraud are serious crimes. The evidence further documents and illustrates that these type of crimes can only be implemented, executed and perpetrated by trained, licensed and knowledgeable professionals from within the banking and mortgage industry or associated with the banking and mortgage industry and/or from within or associated with the legal profession.

15. The Plaintiff's failure to acknowledge the "Fraud" associated with the Defendant's mortgage and loan; as well as the irregularities that led to loan #708-0174072777 being approved are the reasons why the Defendant's loan is in foreclosure. The Defendant has sent the Plaintiff documented evidence of the "Fraud" associated with the Loan, Note and Mortgage.

16. As stated in the Defendant's previous responses, the Plaintiff's failure to admit the "Fraudulent Inducements" by the Seller - Thomas Jacobs, the Appraiser - Jim H. Austin III, with help from the Broker - Golden Gate Mortgage/David Terrell, strengthens and validates the Defendant's claim that the Plaintiff is knowingly perpetuating an "Illegal Predatory Lending Scheme" in which falsified documents were used and are still being used and relied upon by the Plaintiff.

17. As evidence from the rising number of criminal indictments and convictions presented by the Defendant, and as the Defendant has stated repeatedly; a loan suspected of being obtained by "Fraud" cannot be modified under any existing program the Plaintiff has or under existing Federal law. The Defendant will restate why dealing with this issue of "Fraud" is important.

A. Clearing up this "Fraudulent Loan, Note and Mortgage" is necessary to correct all official documents and records relative to loan #708-0174072777. Otherwise, the Defendant and the Defendant's heirs will be paying property taxes on a home who's stated and recorded "Value" is "Falsified".

B. As the Defendant has shown, "Mortgage Fraud" and "Bank Fraud" are criminal acts and the Defendant will not knowingly participate in or consciously condone a criminal act.

C. What the Seller and Appraiser did with help from the Broker is wrong and the wrong done to the Plaintiff by the Seller and Appraiser with help from the Broker must be corrected, even if it means the Defendant loses 423 Bayne Street.

D. The Plaintiff's personnel and its Executive Resolution Team; headed by Janet Frotscher, were irresponsible and derelict in their duties and responsibilities and should be held accountable for their lack of diligence. This fact will be revealed during the trial of this case and before a Judge and Jury.

E. The Defendant can prove with documented evidence that the Loan, Note and Mortgage were "Induced" by "Fraud", approved as a direct result of "Fraud" and the Plaintiff's personnel participated in and perpetuated an illegal "Predatory Lending Scheme" after being duly notified that loan #708- 0174072777 was suspected of being obtained by "Fraudulent means".

F. The Plaintiff's personnel have lied and repeated lies and misinformation relative to the Defendant, thus defaming the Defendant, after being duly notified that the information being stated, reported and repeated in official documents is not true.

G. Completing the forms and entering this "Falsified" and "Fraudulent" Loan, Note and Mortgage into a legitimate Home Affordable Modification Program (HMP) would be

perpetuating that "Fraud" and the Plaintiff's "Illegal Predatory Lending Scheme" that was initiated by the Seller and the Appraiser with help from the Broker. The Defendant will not participate in this "Scheme" or this "Criminal Act".

H. If the Plaintiff had taken prudent steps on December 24, 2007 after being notified of the lies, deceit, deception and "Fraud" by the Seller and cancelled the check issued to the Seller, Thomas Jacobs, this entire matter would not exist. The Plaintiff's personnel did not act responsibly then and they are not acting responsibly now.

18. As the Defendant stated previously, the Defendant is not an unreasonable person. If the Plaintiff sincerely desires to settle this matter legally, honestly and in "Good Faith"; as well as resolve all outstanding issues relative to loan #708-0174072777 that was approved and entered into due to "Fraud"; then, the Plaintiff should do the following to end this "Fraud" and this illegal "Predatory Lending Scheme":

A. Notify the appropriate law enforcement agency/ies concerning this "Fraudulent" Mortgage, Note and Loan. In all probability, the Seller, and the Appraiser with help from the Broker may have committed "Bank Fraud" which is a criminal act.

B. Notify the appropriate authorities in Orangeburg County relative to the recording of this Mortgage that the \$75,000.00 "Value" of the Loan, Note and Mortgage is suspected of being "Fraudulent" and the loan was entered into due to "Fraudulent Inducements" by the Seller and Appraiser with help from the Broker.

C. End this foreclosure proceeding by canceling the current loan; because, due to "Fraud", the Plaintiff does not have a legitimate claim to the property known as 423 Bayne Street in Orangeburg, South Carolina. If anything, 423 Bayne Street is the physical evidence of the "Fraud" perpetrated by the Seller and the Appraiser with help from the Broker.

D. Compensate the Defendant completely and fully.

E. Pursue the Seller, Appraiser and the Broker to recover any losses the Plaintiff has incurred, including legal expenses. If needed....

F. The Plaintiff can call the Defendant and many of the Defendant's Witnesses to testify as to the "Fraudulent" activities of the Seller and Appraiser with help from the Broker, can verify the Appraisal is "Falsified" and the "Value" of 423 Bayne Street is "Fraudulent".

19. The above stated reasons to end this "Fraud" stated in paragraph 17 and the most logical, legitimate, sane and expeditious way to end this "Illegal Predatory Lending Scheme" stated in paragraph 18 will bring justice and legality back to this sordid affair known as loan #708-0174072777. Any other course of action; other than reducing the property to its true value, will only lead to more misery, hardship and unnecessary financial loss for all involved. Sometimes all a person or a corporate entity needs to do is exercise reason, rationality and "Common Sense".

20. Pursuant to Section 4 of the Supreme Court's May 22 Order, and assuming the Plaintiff files a Motion to lift the Stay, the Defendant will seek a determination from the Court relative to the Plaintiff's failure to comply with the Supreme Court's Order to meet the requirements of the HMP because the Plaintiff refuses to acknowledge the "Fraudulent" nature of the Defendant's Loan, Note and Mortgage or negotiate in "Good Faith" to resolve outstanding issues with the Defendant and therefore a loan modification could not have taken place prior to October 26, 2009 or prior to this filing.

21. **The Defendant feels it would benefit the Court and the Plaintiff to review all the relevant facts associated with this case because of the length of this foreclosure proceeding. In addition to the events and facts stated in paragraph's 9, 10, 11, 12 and 13 in this RESPONSE and in the Defendant's RESPONSE TO PLAINTIFF'S CASE STATUS UPDATES for 02/16/2010 filed on March 15, 2010 and 03/17/2010 filed on April 15, 2010, also numbered as paragraphs 9, 10, 11, 12, and 13, the Defendant feels it is important for the Court and the Plaintiff to review the facts and events in the Defendant's REPLY TO WELLS FARGO BANK N.A.'S RESPONSES TO REQUEST FOR DISCOVERY, pages 1-85, filed on October 28, 2008.**

22. Since the Plaintiff continues to be obstinate and continues to ignore the "Fraud" associated with the Defendant's Loan, Note and Mortgage. The Defendant demands DISMISSAL with PREJUDICE and JUST and FAIR COMPENSATION because of new evidence that shall be revealed in this filing.

23. The Defendant has consistently stated to the Plaintiff from the very beginning that the only way to logically, effectively and honestly modify loan #708-0174072777 is to fix the property to justify it's \$75,000.00 price or reduce the Loan, Note and Mortgage to it's true "Value" as it was on October 8, 2007, the effective date of the "Falsified" Appraisal with the file number 7-59. Because of the new evidence, this is no longer a concern of the Defendant because this case should be DISMISSED with PREJUDICE.

24. 423 Bayne Street (hereafter called "the property") continues to deteriorate while the Plaintiff insists on ignoring the truth relative to loan #708-0174072777; and that is the "Fraud" perpetrated on the Plaintiff by the Seller - Thomas Jacobs and the Appraiser - Jim H. Austin III with help from the Broker - Golden Gate Mortgage/David Terrell. The water damage to the property because of the decayed and decaying eaves and roof continue to erode its true value. The property will be worth even less than it did on October 8, 2007 if this erosion is not dealt with. The property must be repaired and soon. The Defendant will not initiate or authorize any further work on the property as long as this litigation continues. Consequently, the best course of action for the Plaintiff is to pursue those that initiated this "Fraud", settle with the Defendant and recover any remaining losses including attorney fees from the Seller - Thomas Jacobs, the Appraiser - Jim H. Austin III and the Broker - Golden Gate Mortgage/David Terrell.

25. On Thursday, June 24, 2010, the Defendant received a letter from the Plaintiff's office in Des Moines, Iowa, that bears the name and signature stamp of Ben Windust, Senior Vice President of the Plaintiff's Home Mortgage Division that is dated 6/21/2010. {See Exhibits 192 and 193} **On page 1, paragraph 3**, Mr. Windust states: **"We are unable to offer you a Home Affordable Mortgage Modification because you did not provide us with the documents we requested."** This statement by Mr. Windust is not true. The Defendant faxed and sent by UPS all the documents the Plaintiff requested prior to any expiration date.

26. A review of the facts will reveal that on Friday, November 20, 2009, the Defendant faxed the required documentation and information to the Plaintiff's Home Mortgage Division located at 3480 Stateview Blvd., MAC X7802-03H, Fort Mills, South Carolina, SC

29715. **{See Exhibits 169 - 173}** The fax number sent to the Defendant is 1-866-359-7363. **{See Exhibit 174, No# 04 for fax verification}** The Defendant also sent a Fax Letter with the documentation explaining the “Fraudulent” nature of the loan, note and mortgage and notified the Plaintiff’s Home Mortgage Division that a tentative agreement had been reached with GreenPath and HOPE NOW to accept a mortgage based on the value of the unfinished home as it was on October 8, 2007. **{See Exhibit 175}** - This is the effective date of the falsified Appraisal #7-59. **{See Exhibits 8 -14 and Wells Fargo’s Exhibits WF00001 - WF00027}**

27. Note Exhibit 173 has the Defendant’s husband name on it and not the Defendant. This happened because it was the Defendant’s husband that made the initial call to HOPE NOW and GreenPath. This is not an unusual occurrence. It was the Defendant’s husband that called the Plaintiff’s North Carolina office on Friday afternoon, December 21, 2007 (the date of the closing) and left a message on Saturday morning, December 22, 2007 notifying the Plaintiff that the Seller - Thomas Jacobs had deceived the Defendant and the loan, note and mortgage were mired in fraud, deceit and deception. The Plaintiff’s representative - Kathryn R. Perkinson returned his call on Monday, December 24, 2007.

28. On Tuesday, December 1, 2009, UPS delivered a package from the Plaintiff’s Home Mortgage Division with the tracking number 1Z 14E 612 13 4828 9344 that contained forms for the HMP. **{Review Exhibit 176}** The information packet also contained a fax number to the Office of the Special Inspector General, 1-202-622-4559. This fax number is on Freddie Mac Form 1125. **{Review Exhibit 177}** This form asked, “If you are aware of fraud, waste, abuse, mismanagement or misrepresentation affiliated with the Troubled Asset Relief Program, please contact SIGTARP.” On Friday, December 4, 2009, the Defendant faxed a letter along with documentation to the Office of the Special Inspector General notifying the agency the Plaintiff is attempting to use the HMP to modify a fraudulent loan, note and mortgage. **{See Exhibit 178}**

29. On Thursday, December 10, 2009, the Defendant returned the incomplete and unsigned forms for the HMP back to the Plaintiff because the forms did not address the issue of

fraud. The Defendant stated the reasons why participation in the Home Affordable Modification Plan was not possible on the Cover Sheet **{See Exhibit 179}** and on the signature pages. **{See Exhibit 180}** The unsigned and incomplete forms were sent by UPS to the Plaintiff's Home Mortgage Division, 1000 Blue Gentian Road, Suite 30, Eagan, MN 55121. The UPS tracking number to verify delivery to the Plaintiff is #1Z 14E 612 84 4839 2018. **{See Exhibit 181}**

30. On Friday, December 11, 2009, the Defendant called Credit Counseling of Orangeburg, one of the authorized housing counseling services provided by the HMP. The phone number is 1-888-638-5989. For several days all the Defendant got was an automated answering service. On Wednesday, December 16, 2009, the Defendant's husband called. A representative answered the phone, took some basic information and told the Defendant's husband, someone would call back. As of the date of this filing and previous filings after December 11, 2009, no one has called back. **{See Exhibit 182}**

31. On the same day, Wednesday, December 16, 2009, the Defendant faxed the tax bill for 2009 to the Plaintiff's home office in Des Moines, Iowa (1-866-278-1179). **{See Exhibit 183}** The Defendant also included a Fax Letter highlighting the facts in the case. **{See Exhibit 184}** The Defendant has included an unedited Fax Journal to verify all faxes to the parties mentioned herein were sent successfully. **{See Exhibit 185}**

32. Pursuant to Section 4 of the Supreme Court's May 22 Order, and assuming the Plaintiff files a Motion to lift the Stay, the Defendant will seek a determination from the Court relative to the Plaintiff's failure to comply with the Supreme Court's Order to meet the requirements of the HMP. The Plaintiff refuses to contact or talk to the Defendant thus preventing a loan modification from taking place prior to October 26, 2009. Therefore, the Defendant demands DISMISSAL and JUST and FAIR COMPENSATION whether the Plaintiff lifts the Stay or not. Prior to receiving the new evidence in this case, the Defendant consistently stated that the only way to logically, effectively and honestly modify loan #708-0174072777 is to fix the property to justify it's \$75,000.00 price or reduce the Loan, Note and Mortgage to it's true

“Value” as it was on October 8, 2007, the effective date of the “Falsified” Appraisal. This is no longer valid. The new evidence in this case warrants DISMISSAL with PREJUDICE for wrongful litigation.

This is Additional Evidence for DISMISSAL with PREJUDICE

33. As stated in the Defendant’s Response filed on July 2, 2010 in the Court of Common Pleas, the letter from the Plaintiff’s office in Des Moines, Iowa further illustrates the insincerity and misinformation that exist within the Plaintiff’s offices, among the Plaintiff’s staff members, legal department and hired attorneys relative to the HMP. Mr. Windust may or may not know his name and stamped signature are on a letter with a material and factual false statement. **{See Exhibit 193}**

34. It is obvious that whoever sent the letter to the Defendant with Ben Windust’s name and stamped signature did not realize all the documents the Defendant received from the Plaintiff were faxed and mailed to the Plaintiff’s office prior to any expiration date. Therefore, if the Defendant was not approved for a Home Affordable Loan Modification it is not because the Plaintiff did not receive the documents that were delivered by UPS. In addition, the Plaintiff’s legal department did not realize all the documents, along with written explanations and requested support information are also filed Exhibits in this case. **{See Exhibits 65-66, 71-72 & 168-188}**

35. The Defendant faxed and mailed a reply letter and the most recent court Response filed in the Court of Common Pleas to Mr. Ben Windust on July 09, 2010. **{See Exhibits 196 & 197}**

36. On Monday, August 16, 2010, the Defendant received a second letter from the Plaintiff’s office in Des Moines, Iowa with Ben Windust’s name and stamped signature on it. The letter is dated August 06, 2010. **The evidence continues to grow that the Plaintiff is still engaging in lies, deceit and deception and is still relying upon the misinformation, falsifications, representations and misrepresentations from the Seller, Appraiser, Broker and from the Plaintiff’s own Personnel and/or Legal Team and/or Advisors.**

37. Mr. Windust's letter has statements on page 1, in paragraphs 2 and 3 under **Decision on your mortgage loan request**, that are factually and materially not true. In paragraph 1, Mr. Windust states: "Unfortunately, after carefully reviewing the information you've provided, we are unable to adjust the terms of your mortgage." In paragraph 2: He states: "Because the title to your home has additional liens against it, we're required to work with the other parties who must agree to any changes in the payment terms of your mortgage. Since another party has not agreed to do so, you have not been approved for payment assistance." {See Exhibit 198}. There are no second or third party liens that have been officially and/or properly filed, reported and/or recorded against the Title to 423 Bayne Street in Orangeburg County as of the date of this filing.

38. If the Court and the Plaintiff will recall, Mr. Windust stated in his letter dated June 21, 2010, on page 1, in paragraph 2 under **Decision on the Home Affordable Modification Program**, the reason the Defendant's loan could not be modified is because.. "We are unable to offer you a Home Affordable Mortgage Modification because you did not provide us with the documents we requested". As stated previously, this statement by Mr. Windust is factually and materially not true. {Review Exhibit 193 and Paragraphs 25 - 35 in this filing}

39. If the Court and the Plaintiff will also recall, Janet Frotscher stated in her letter dated February 21, 2008, that the reason why the Defendant's loan could not be modified or cancelled is because the Plaintiff found the "Falsified Appraisal" #7-59 suitable for lending purposes. {Refer to Exhibit 45} If the Court and the Plaintiff will recall, the Defendant did not order the Appraisal. The Appraisal was ordered by the Broker, Golden Gate Mortgage/David Terrell for the Seller - Thomas Jacobs. {Review WF0001 - WF00027}

40. In the Defendant's letter to Mr. Ben Windust, the Defendant endeavored to help the Plaintiff and Mr. Windust organize their lies and misinformation. {See Exhibits 199, 200 and 201} Which lie/s will the Plaintiff and/or Ben Windust fabricate or hide behind next? Will it be the "Falsified Appraisal", that is suitable for lending purposes? The documents the Plaintiff

did not receive, but did receive? Or..., The mystical liens that no one in Orangeburg County can find? Or..., the liens that have not been officially filed, reported or recorded? Perhaps, Mr. Windust and the Plaintiff will return to the tried and true, "All WFHM did was fund the loan." Even Janet Frotscher admitted a formal loan approval process was involved. This means the Plaintiff's personnel did more than just approve the loan. The Plaintiff's personnel had to accept, evaluate and approve documents, representations and information from the Seller, Appraiser and the Broker; otherwise, the loan could not have been legitimately approved under RESPA.

41. Contrary to the Plaintiff's belief, there are no legitimate liens currently on the Title to 423 Bayne Street for the following reasons:

(A) The current mortgage is not a legitimate lien because it came into being due to "Fraud" and continues to exist because the Plaintiff refuses to acknowledge the "Fraud". If the Plaintiff's lien holders are expecting a financial return from this "Fraudulent" loan, these people and/or entities are being deceived, misled and misinformed by the Plaintiff.

(B) Since Mr. Windust claims additional liens are involved in the Defendant's loan, why doesn't the Plaintiff and/or Mr. Windust tell the lien holders involved that loan #708-0174072777 is based on lies, deceit and deception? Why doesn't the Plaintiff and/or Mr. Windust tell them the Appraisal is "Falsified"?..., the Sales Contract is "Forged"?..., and the Plaintiff has known about these problems since December 24, 2007? Why does the Plaintiff's personnel insist on engaging in and relying upon deception, lies, misinformation, inaccurate statements, misrepresentations and false promises?

(C) Once these lien holders know the truth, that they are dealing with a "Fraudulent Loan, Note and Mortgage", they might be more inclined to modify or even cancel this loan.

42. On Monday, September 6, 2010, the Defendant received a letter from the Plaintiff's Home Mortgage Division in Des Moines, Iowa dated 09/03/2010. The letter is from Linda Yang. Ms. Yang notified the Defendant of a "Short Sale Option". {See Exhibit 203} The Defendant replied and informed Ms. Yang the Defendant cannot and nor can Wells Fargo Home

Mortgage / Bank, N.A., sell 423 Bayne Street in a legitimate “Short Sale”. The reason: Loan #0174072777 is a “Fraudulent” Note, Loan and Mortgage”. The Defendant directed Ms. Yang to the Plaintiff’s attorneys for documents and more information relative to this case, and the Defendant reviewed the chronology of events that led to this foreclosure proceeding for Ms. Yang. **{See Exhibit 202}**

43. On Saturday, September 25, 2010, the Defendant received 2 letters from the Plaintiff’s Home Mortgage Division in Des Moines, Iowa dated 09/21/2010.

(A) One letter from Leesa Whitt-Potter is notification the Defendant’s mortgage was transferred to Wells Fargo Bank, N.A. **{See Exhibit 205}** The Defendant replied and informed Ms. Whitt-Potter that Wells Fargo Home Mortgage knowingly transferred a “Fraudulent” Loan, Note and Mortgage to Wells Fargo Bank, N.A.. Consequently, the Defendant directed Ms. Whitt-Potter to the Plaintiff’s attorneys for documents and more information relative to this case, and the Defendant reviewed the chronology of events that led to this foreclosure proceeding for Ms. Whitt-Potter. **{See Exhibit 204}**

(B) The second letter from the Plaintiff’s Home Mortgage Division in Des Moines, Iowa dated 09/21/2010 is from Craig Roberts. Mr. Roberts informed the Defendant the issues raised in her correspondence are under review and appropriate action will be taken once their research has been completed. **{See Exhibit 207}** If the Court will note: The “Review” to which, Craig Roberts is referring is not for the HMP; but rather, it is for the issues raised in the Defendant’s correspondence to Ben Windust. The Defendant replied and informed Mr. Roberts that loan #0174072777 cannot be modified because it is a “Fraudulent” Note, Loan and Mortgage. Consequently, as stated in **paragraph #43(A)**, Wells Fargo Home Mortgage knowingly transferred the “Fraudulent” Loan, Note and Mortgage to Wells Fargo Bank, N.A. The Defendant directed Mr. Roberts to the Plaintiff’s attorneys for documents and more information relative to this case, and the Defendant reviewed the chronology of events that led to this foreclosure proceeding for Mr. Roberts. **{See Exhibit 206}**

44. On Wednesday, October 13, 2010, the Defendant faxed the letters to Linda Yang, Leesa Whitt-Potter and Craig Roberts. **{See Exhibit 208, Numbers 12, 14 & 15}**

New Evidence for DISMISSAL with PREJUDICE

45. On Saturday, October 16, 2010, the Defendant received an unsigned letter from someone at Wells Fargo Home Mortgage (hereafter WFHM). The letter is dated 10/07/2010. {See Exhibit 209} The subject of the letter is: "Your recent request". This letter is supposedly in reference to a request the Defendant made for a Pre-Foreclosure sale. The Defendant refers the Court and the Plaintiff to sentence #1 in Exhibit 209. This statement from WFHM is an absolute lie. The Defendant has never made any request to WFHM for any "Pre-Foreclosure Sale". The reason: The Defendant's Loan, Note and Mortgage came into existence due to "Fraud" and therefore does not and should not qualify for a sale to any person/s and/or entity/ies including Wells Fargo Bank. As a direct result of this outright lie and the lies and misinformation in paragraphs 33-44, as well as the Exhibits from the Plaintiff, this case should be DISMISSED with PREJUDICE for wrongful litigation because of the Plaintiff's deception.

Based on the information the Defendant has supplied and provided to WFHM, the evidence of "Fraud" is undeniable, irrefutable and well documented. Consequently, there are no acceptable, legitimate alternative workout programs because of this "Fraud". Since the letter is unsigned, the Defendant responded to the letter by sending a fax letter addressed to Mark C. Oman, Senior Executive Vice President, Home and Consumer Finance at Wells Fargo Home Mortgage and John G. Stumpf, Chairman, President and CEO. {See Exhibits 210 and 211} In the letters, the Defendant simply restates the facts in this case. Both letters were faxed and received on 11/12/2010. {See Exhibit 213}

46. On November 1, 2010, the Defendant received a notice from ACT, with a listing number of K2010097. The notice is not dated or signed and expired on 11/03/2010. {See Exhibit 212} The notice was sent to inform the Defendant that she (the Defendant) may be owed a refund of several thousand dollars. The average refund, according to the notice, is \$1,500.00, and one third of these refunds equal \$3,000.00 to \$10,000.00. A purported consumer analysis is available for those that received the notice. The notice goes on to state that notice recipients should call 1-877-670-5577 within 10 days for more information. On the same day, November 1,

2010, at approximately 2:47 p.m. DST, the Defendant's husband called 1-877-670-5577 and spoke with a representative. The person that answered the phone identified herself as "Missy". The Defendant's husband informed "Missy" that loan #708-0174072777 with a listing number of K2010097 does not qualify for any refund because it is a "Fraudulent Loan, Note and Mortgage". The Defendant's husband, then outlined the history and chronology of events relative to loan #708-0174072777. Since the chronology of events and the history of events relative to loan #708-0174072777 is documented in this filing, **the Defendant refers the Court and the Plaintiff to paragraph 21.** Further documentation is also available for review in this filing from paragraphs 5 - 45 and in all the Defendant's previous filings in the Court of Common Pleas.

"Missy" informed the Defendant's husband, if getting a refund was something the Defendant wanted to pursue at some future date, to go online to <http://www.consumerserving.org> and fill out the form. It is now clear the Plaintiff's representative, Kathryn R. Perkinson, should have and may have notified WFHM that they were dealing with suspected "Mortgage Fraud" and should not fund the loan or WFHM decided to fund the loan anyway after being duly notified.

47. The Defendant refers the Court and the Plaintiff to **sentence #1 in Exhibit 212.** {Quote} **"This notice is to inform you that you may be owed a refund of several thousand dollars on your mortgage that funded on 12/28/2007 in the amount of \$75,000.00."** {End Quote} If the Plaintiff was notified by phone on December 22, 2007, that there were problems with the Defendant's loan, and since Kathryn R. Perkinson returned the Defendant's call and told the Defendant to work things out with Seller - Thomas Jacobs - on December 24, 2007, rather than notify WFHM to suspend or cancel funding {Refer to Exhibit 4, page 1-2}, and the property was conveyed to the Defendant on December 21, 2007 and officially recorded on December 28, 2007 {Refer to Exhibit 5, pages 1-2, paragraph 7, sentences 1-3}, the Plaintiff had plenty of time for notification from the Plaintiff's own personnel to stop payment on the check issued to Thomas Jacobs and cancel the loan before funding actually occurred.

If this funding date of December 28, 2007 can be verified, then, there was no official mortgage on the Defendant's property when Thomas Jacobs conveyed the property to the Defendant on December 21, 2007 because the loan was not funded. Consequently, the

Defendant became owner of the property before the funding date, and since the Plaintiff was notified within 48 hours that there were problems with the loan, and since it was the Plaintiff's representative, Kathryn R. Perkinson, that advised the Defendant to work things out with the Seller - Thomas Jacobs - and if this could not be done to notify the Plaintiff's office in Des Moines, Iowa, all of which the Defendant did and continues to do, then liability for loan #708-017407277 lies with WFHM's own personnel, the Seller, the Broker and the Appraiser and not with the Defendant. Therefore, the Plaintiff has no legitimate "Legal Standing" to initiate a foreclosure proceeding and this case should be DISMISSED with PREJUDICE for wrongful litigation for additional reasons that shall be identified later in this filing.

The evidence is clear, that despite all the notifications from the Defendant to the Plaintiff prior to and after the funding date concerning the "Irregularities" and "Fraudulent" nature of loan #708-0174072777, and despite all the documents filed in this case, the Plaintiff made the decision to fund the loan anyway, proceed with the loan anyway and proceed with this foreclosure anyway. Based on this new evidence of the "Funding Date of 12/28/2007", this foreclosure case should be DISMISSED with PREJUDICE for wrongful litigation, because the Defendant chose to fund the loan after the facts were known and had more than enough time to stop or suspend payments to the Seller and investigate the Defendant's allegations.

48. The Plaintiff's own documents clearly show the Broker - Golden Gate Mortgage/ David Terrell - ordered the Appraisal for the Seller and not the Defendant {Refer to WF00016 and WF00027}. Hence, the Defendant has no liability for the Appraisal. Even after being notified Appraisal #7-59 was falsified, Janet Frotscher, stated in a letter to the Defendant, dated February 21, 2008, that after review, her Resolution Team found that at the time, the Appraisal was acceptable for our lending purposes. {Refer to Exhibit 45, sentence #5} At the time, Appraisal #7-59 was a falsified document and still is a falsified document. The falsified nature of Appraisal #7-59 has not changed and will not change. Therefore, the Plaintiff accepted full responsibility for the loan, "Fraudulent" or not. Consequently, any loss the Plaintiff incurs is a direct result of the Plaintiff's own actions and/or inaction and this case should be DISMISSED with PREJUDICE for wrongful litigation because the Plaintiff's own incompetence led to

funding the loan that resulted in the loss the Plaintiff has incurred.

Since the Plaintiff accepted full responsibility for the loan, "Fraudulent" or not and funded the loan, "Problems" and/or "Irregularities" or not, and "Fraudulent" or not, then the Plaintiff has forfeited any "Legal Standing" relative to this case and cannot initiate a foreclosure proceeding against the Defendant or demand and/or expect any further payments from the Defendant in any fashion, method or form, now or in the future. Based on the Plaintiff's personnel, Janet Frotscher, inaccurate assessment of the loan situation and documented statement, this case should be DISMISSED with PREJUDICE for wrongful litigation due to willful negligence.

49. The Defendant now refers the Court and the Plaintiff to sentence #2 in Exhibit 209. The Plaintiff's personnel statement; {Quote} "As you have not responded to our attempts to reach you" {End Quote}, is an absolute lie. If the Plaintiff had indeed wished, desired and/or wanted to contact the Defendant, the Defendant has two phone lines, both equipped with working answering machines. The Plaintiff has a law firm - NELSON MULLINS RILEY & SCARBOROUGH, LLP - that could have easily contacted the Defendant and the Plaintiff has the Defendant's address and phone number on record. Because of this outright lie, this case should be DISMISSED with PREJUDICE for wrongful litigation due to concealment, misinformation, outright lies, incompetence, willful negligence and knowingly proceeding with a course of action after the facts were known.

50. Because of this new evidence, relative to the actual "Funding Date of December 28, 2007, the Defendant has no legal obligation to the Plaintiff and the Plaintiff has no legitimate "Legal Standing" to proceed with a foreclosure. Consequently, even if the Plaintiff decided to modify loan #708-0174072777 by fixing the property to justify it's \$75,000.00 price or reduce the Loan, Note and Mortgage to it's true "Value" as it was on October 8, 2007, the effective date of the "Falsified" Appraisal, the Defendant no longer has a legal or moral obligation to pay the Plaintiff anything, now, henceforth and forevermore. The Plaintiff had more than enough time to cancel the loan without any loss whatsoever and the Plaintiff chose not to do so. Therefore,

the Plaintiff has no legitimate "Legal Standing" to file a SUMMONS and COMPLAINT.

51. As a direct result of this new evidence, the Court of Common Pleas is left with no alternative except to DISMISS this case with PREJUDICE for wrongful litigation due to concealment, "Fraud", misinformation, outright lies by the Plaintiff, incompetence, willful negligence and knowingly proceeding with a course of action after the facts were known. The Plaintiff no longer has any legitimate claim to the Defendant's property, because it was conveyed before the actual "Funding Date of December 28, 2007" and as stated after the facts were known.

Therefore, based upon this newly revealed evidence, any relief and/or recovery of loss the Plaintiff seeks must come from the Seller - Thomas Jacobs. The property was conveyed before the actual funding date and the Plaintiff was duly notified of the "Irregularities", "Problems" and the "Fraudulent" nature of the loan before actual funding occurred. Therefore, the Plaintiff has full responsibility because the Plaintiff chose to fund the loan after notification.

Thomas Jacobs has liability because of his Scheme to defraud the Plaintiff out of \$75,000.00 for a house that is worth much less. The Broker - David Terrell actually visited the property and knew none of the improvements stated on the Appraisal are true. Golden Gate Mortgage/ David Terrell has liability because he concealed first hand knowledge of the actual condition of the property from the Plaintiff and he received proceeds from the loan in the form of a commission. The Appraiser - Jim H. Austin III did the Appraisal and has liability because he knowingly submitted a falsified document to the Plaintiff.

Finally, any relief and/or recovery of loss the Plaintiff seeks must come from the Plaintiff's own personnel that were duly notified before funding actually occurred of the "Irregularities", "Problems" and the "Fraudulent" nature of loan #708-0174072777. The Plaintiff's own personnel have liability because they either failed to notify to cancel, suspend or stop funding or they funded the loan anyway after notification. The Defendant has no liability because of the Defendant's efforts to cancel the loan. Up until now, the Defendant was led to believe, funding occurred on December 21, 2007 at the closing, and her (the Defendant) notifications came too late. The Defendant's actions after December 21, 2007 were entirely based on advice from the Plaintiff's own representative, Kathryn R. Perkinson.

52. WHEREFORE; the Defendant concludes her (the Defendant) RESPONSE to the PLAINTIFF'S CASE STATUS UPDATE, DATED 10/18/2010 AND RECEIVED 10/20/2010, PURSUANT TO THE MAY 22, 2009 SUPREME COURT OF SOUTH CAROLINA ORDER FOR FORECLOSURE CASES, and based upon newly revealed evidence of the actual funding date of December 28, 2007, which is after the Plaintiff was duly notified by the Defendant of the "Irregularities", "Problems" and the "Fraudulent" nature of loan #708-0174072777, and the Plaintiff decided to fund the loan anyway, the Defendant shall enter the following PRAYER FOR RELIEF.

Prayer for Relief

53. Under the direction of the Court of Common Pleas

(A) Judgment in the Defendant's favor to DISMISS the Plaintiff's SUMMONS AND COMPLAINT with PREJUDICE in its entirety and permanently enjoin the Plaintiff from - any relief relative to the Defendant's property or other assets.

(B) Judgment in favor of the Defendant for whatever monetary damages the Court deems as just, fair and proper including restitution of all cost incurred in the preparation and execution of the Defendants' "Best Effort" Pro Se defense.

(C) Judgment for the Defendant in an appropriate dollar amount based on the Plaintiff's ability to pay; and any other relief the Court deems as just, fair and proper.

(D) Judgment for the Defendant and a refund of any and all monies paid on the "Fraudulent" Mortgage Scheme of the Seller, Broker and Appraiser that was maintained and perpetuated by the Plaintiff.

(E) Ascertain the amount of attorney fees and cost of action that shall be paid to the Defendant because of the Plaintiff's unwarranted and unjustified legal proceeding and the misinformation given to the Court of Common Pleas relative to the HMP, Home Affordable Modification Program.

(F) Deny the Plaintiff any claim against the Defendant and render a judgment against the Plaintiff's attempt to illegally seize real estate by unscrupulous and deceitful means.

(G) Order the reimbursement of any and all cost that may be due to the Defendant because of the Plaintiff's failure to act in a responsible manner and exercise due

54. In the event, after review, the Court of Common Pleas deems it necessary, proper and conforming and/or in accordance with existing established law and/or Court rulings to DISMISS this case with PREJUDICE for wrongful litigation and/or the Plaintiff decides by Court Order and/or on the advice of Counsel and/or of its own volition to settle this matter without further litigation and/or settle with the Defendant out of Court for any reason, the Defendant hereby, waives her (the Defendant) Rights to a TRIAL BY JURY relative to these matters; but reserves her (the Defendant) Right to a TRIAL BY JURY in the event the Plaintiff engages in further deceit and deception relative to such settlement, agreement and/or accord to end this matter and relinquish any future claim/s to the Defendant's property and/or other assets.

2010 NOV 12 P 4:34

**Nelson Mullins Riley & Scarborough LLP @
1320 Main Street / 17th Floor / Columbia, SC 29201
POB 11070 / Columbia, SC 29211-1070
Tel: 803-799-2000 / Fax: 803-256-7500**

Note: Any attorney, the entire staff or all the attorneys at Nelson Mullins Riley & Scarborough are free to inspect the property to verify all statements of fact concerning the property are true. They are free to drop in, stop by or drive by at anytime unannounced without calling ahead between the hours of 9 a.m. to 6 p.m. – Monday – Sunday or as long as there is sufficient daylight. They are free to bring their own appraisers, contractors and/or experts for additional factual verification if they desire to do so. This invitation also holds true for the Plaintiff and the Plaintiff's authorized officers, managers, staff, JFERT (Janet Frotscher's Executive Resolution Team), or any authorized personnel. For safety reasons please do not send anyone that weighs more than 250 pounds because the floors are weak.

ATTESTE QUE

IN WITNESS WHEREOF, The undersigned has signed and sealed these attestations this 12
day of Nov in the year 2010 in City of Orangeburg, State of South Carolina.

Signed, sealed and delivered in the presence of:

Print Name: Dorothy Sistrunk
Signature: Dorothy Sistrunk
Notary Witness (1): _____
(Signature)

**STATE OF SOUTH CAROLINA
COUNTY OF ORANGEBURG**

On Nov 12 2010 before me appeared Dorothy Sistrunk and proved to
me on the basis of satisfactory evidence to be the person whose name is subscribed to the within
instrument and acknowledged to me that he/she executed the same in his/her authorized capacity,
and that by his/her signature on the instrument presents this document. WITNESS my hand and
official seal.

Notary [Signature]
(Signature)

Commission Expires 10/15/2015

(Seal)