

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 V OF V - PART 1

July 17, 2015

Dorothy Sistrunk
423 Bayne Street
Orangeburg, South Carolina 29115
(803) 268-0716

Michael Anzelmo
SC Bar No. 72933
1320 Main Street / 17th Floor
Post Office Box 11070 (29211-1070)
Columbia, SC 29201
803) 799-2000

Elizabeth Scott Moise
SC Bar No. 012945
151 Meeting Street / Sixth Floor
Post Office Box 1806 (29402-1806)
Charleston, SC 29401 -2239
(803)853-5200

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.

MASTER INDEX TO VOLUMES I-V

<u>Year/s</u>	<u>Volume/s</u>	<u>Page Number/s</u>
2014-2015	RECORD ON APPEAL., [1 pg]	None
	PREPARATION., [1 pg]	ii
	MASTER INDEX., [2 pgs]	iii-iv
2008-2015	VOLUME I - PART 1., [1 pg]	None
	Index to Volume I - Part 1., [2 pgs]	v-vi
	Orders, Judgments, Demand for Jury Trial, Complaint, Answer, Amended Answer, Motion & Response., [173 pgs]	1-173
	VOLUME I - PART 2., [1 pg]	None
	Index A to Volume I - Part 2., [1 pg]	vii
	Motions., [71 pgs]	174-244
	Index B to Volume I - Part 2., [1 pg]	viii
	Affidavits & Depositions., [166 pgs]	245-410
2009-2010	VOLUME II - PART 1., [1 pg]	None
	Index A to Volume II - Part 1., [2 pgs]	ix-x
	<u>(The Massive Filing Fraud</u> - During the Stay or Temporary Restraining Order/TRO - Re: South Carolina's Supreme Court Administrative Order No. 2009-05-22-01 - Case Status Updates & Replies/Responses to Wells Fargo's Case Status Updates), [160 pgs]	411-570
2010-2011	VOLUME II - PART 2., [1 pg]	None
	Index B to Volume II - Part 2., [2 pgs]	xi-xii
	<u>(The Massive Filing Fraud</u> - During the Stay or Temporary Restraining Order/TRO - Re: South Carolina's Supreme Court Administrative Order No.'s 2009-05-22-01 & 2011-05-02-01 Case Status Updates, Responses/ Replies to Case Status Updates & Pleadings (Legal Memorandum Supporting Motion to Dismiss with, Prejudice & Objections to Wells Fargo's Motions, Statements and/or Arguments), [163 pgs]	571-733
2011-2013	VOLUME III., [1 pg]	None
	Index to Volume III., [1 pg]	xiii
	(Pleadings, i.e., Objections & Responses/Replies to Wells Fargo's Statements, Notices, Motion/s and/or Arguments)Pleadings (Replies & Objections), [228 pgs]	734-961

2014 - VOLUME IV - PART 1., [1 pg]	None
Index A to Volume IV - Part 1., [1 pg]	xiv
Pleadings, i.e., Responses/Objections to Wells Fargo's Statements, Motions and/or Arguments, [238 pgs]	962-1209
VOLUME IV - PART 2., [1 pg]	None
Index B to Volume IV - Part 2., [1 pg]	xv
Pleadings, i.e., Responses/Objections to Wells Fargo's Statements, Motions and/or Arguments, [81 pgs]	1210-1290
<u>Statement of the Evidence., [150 pgs]</u>	1291-1440
2007-2010 - VOLUME V - PART 1., [1 pg]	None
Index A to Volume V - Part 1 Pleading, Opening Remarks & Explanations and/or Descriptions of Exhibits), [12 pgs]	Ai -Axi
Pleading – [70 pgs]	1441-1510
Exhibit Explanation and/or Description 1-390., [112 pgs]	1511-1622
2007-2008 - VOLUME V - PART 2., [1 pg]	None
Index B to Volume V - Part 2., [32 pgs]	Bi-Bxxxii
Description and/or Explanation of Wells Fargo's Exhibits WF00001-WF00134., [134 pgs]	1623-1756
Certificate of Relevance [1 pg]	1757
Proof of Service [1 pg]	1758
Notary Certification [1 pg]	1759
 <u>Compliance Record</u>	
Total of Court Pages Volumes I-V in the Record on Appeal:	[1756]
Total of Index Pages Volumes II-V in the Record on Appeal:	[50]
Total Index Pages Included in Volume I in the Record on Appeal:	[28]
Preparation Pages Included in Volume I in the Record on Appeal:	[1]
Total Record on Appeal Cover Pages Volumes I-V:	[10]
Certification Documents & Proof of Service:	[3]
Sum:	[1848]

Index to Volume I - Part 1
Orders, Judgments, Complaint, Answer & Demand for Jury Trial

<u>Orders, Judgments, Complaint, Answer</u>	<u>Page Number/s</u>
Wells Fargo's Order of Reference., (Also Exhibits 90-91) [4 pgs] - Dated: August 1, 2008	1-4
Demand for Jury Trial. , (Also Exhibit 341) [20 pgs] - Dated: August 12, 2008	5-24
Judge O. Davie Burgdorf's - Signed Order Substituting Counsel., (Also Exhibit 93) [2 pgs] - Dated: August 27, 2008	25-26
Judge Diane Shafer Goodstein's - Signed Order Tolling Time to Answer Defendant's Counterclaims., (Also Exhibit 95) [1 pg] - Dated: August 28, 2008	27
Judge Diane Shafer Goodstein's - Signed Protective Order., (Also Exhibit 303) [1 pg] - Dated: November 18, 2008	28
The Supreme Court of South Carolina Administrative Order 2009-05-22-01., (Also Exhibit 96) - [5 pgs] - Dated: May 22, 2009	29-33
Judge Edgar W. Dickson's - Signed Order of Stay., (Also Exhibit 97) [1 pg] - Dated: June 24, 2009	34
Judge Diane Shafer Goodstein's - Signed Order Granting Plaintiff's Motion to Compel Discovery, Issuing Stay, and Granting Motion for Continuance., (Also Exhibit 255) - [2 pgs] - Dated: March 7, 2012	35-36
Judge Edgar W. Dickson's - Signed Consent Scheduling Order., (Also Exhibit 349) - [2 pgs] - Dated: December 2, 2013	37-38
Judge Diane Shafer Goodstein's - Signed Order Granting Partial Summary Judgment., (Also Exhibit 329) [7 pgs] - Dated: March 27, 2014	39-45
Judge Diane Shafer Goodstein's - Signed Order Denying Motion to Alter or Amend., (Also Exhibit 354) - [1 pg] - Dated: April 7, 2014	46
Judge James B. Jackson, Jr., - Signed Order of Reference to Master in Equity., (Also Exhibit 109) - [1 pg] - Dated: May 5, 2014	47
Judge Diane Shafer Goodstein's - Signed Order Denying Motion for a New Trial and Motion to Vacate Plaintiff's Partial Summary Judgment Order., (Also Exhibit 355) - [1 pg] - Dated: July 11, 2014	48
Appellate Court - Order Granting Motion to Substitute Counsel., (Also Exhibit 365) [2 pg] - Dated: August 13, 2014	49-50
Appellate Court - Order Denying Respondent Motion to Dismiss., (Also Exhibit 371) - [1 pg] - Dated: 10/24/14	51

Appeals Court – Order Granting James H. Burn Withdrawal as Counsel., (Also Exhibit 380) - [1 pg] - Dated: 13 Aug. 2014	52
Appellate Court – Order Granting Respondent Extension Time for Initial Brief and Designated of Matters to January 2, 2015., [1 pg] – Dated: December 4, 2014	53
Appellate Court – Order Granting Respondent Extension Time for Initial Brief and Designated of Matters to February 2, 2015., (Also Exhibit 381) [1 pg] – Dated: January 8, 2015	54
Appellate Court – Order Granting Motion to Strike Appellant’s 18 Appendices., (Also Exhibit 390) - [1 pg] – Dated: 04/03/15	55
Appellate Court – Ordering Denying Appellant’s Motion to Remand., [1 pg] – Dated: 07/1/2015	56
Notice of Appeal., [1 pg] – Dated: July 30, 2014	57
Certificate That No Transcript Will Be Ordered By Appellant., [4 pgs] – Dated: July 30, 2014	58-61
Wells Fargo's Complaint., (Also Exhibit 105) - [4 pgs] - Dated: June 26, 2008	62-65
Wells Fargo's Lis Pendens., [2 pgs] - Dated: June 26, 2008	66-67
Defendant's Answer to Complaint., (Also Exhibit 297) - [16 pgs] - Dated: July 18, 2008	68-83
Defendant's First Amendment to Answer to Complaint with Counterclaims., (Also Exhibit 298) - [65 pgs] - Dated: July 31, 2008	84-148
Wells Fargo’s Motion for Protective Order., (Also Exhibit 228) [9 pgs] – Dated: October 31, 2008	149-157
Defendant's Response to Wells Fargo's Motion for Protective Order., (Also Exhibit 107) - [16 pgs] - Dated: November 3, 2008.....	158-173

Index A to Volume I - Part 2
Motions

<u>Year</u>	<u>Motions</u>	<u>Page Number/s</u>
2008	- Wells Fargo Motion to Extend Time to Answer Counterclaims., (Also Exhibit 94) - [2 pgs] – Dated: August 15, 2008	174-175
2011	- Notice of Motion and Motion to Dismiss With Prejudice., (Also Exhibit 98) - [2 pgs] – Dated: 08/13/11	176-177
	Wells Fargo Motion for Continuance & Entry of Scheduling Order., (Also Exhibit 99) - [2 pgs] – Dated: October 14, 2011	178-179
	Wells Fargo Motion to Compel Discovery by Deposition of Defendant Dorothy Sistrunk & Third Party Witness George Sistrunk., (Also Exhibit 100) - [4 pgs] – Dated: October 14, 2011	180-183
2012	- Second Motion to Compel Discovery by Deposition of Defendant Dorothy Sistrunk & For Sanctions., (Also Exhibit 316) - [6 pgs] – Dated: March 6, 2012	184-189
	Plaintiff's Motion for Sanctions., (Also Exhibit 331) - [8 pgs] – Dated: May 15, 2012	190-197
2013	- Plaintiff Wells Fargo Bank, N.A.'s Motion for Summary Judgment., (Also Exhibit 332) - [26 pgs] – Dated: June 27, 2013	198-223
2014	- Plaintiff's Motion for Order of Reference to Master in Equity., (Also Exhibit 104) - [2 pgs] – Dated: March 18, 2014	224-225
	Defendant Dorothy Sistrunk's Notice of Motion & Motion to Alter or Amend the Partial Summary Judgment & Rescind the Order of Reference Pursuant to Rule 59(e), SCRCF. (Also Exhibit 108) - [5 pgs] – March 25, 2014	226-230
	Defendant Dorothy Sistrunk's Notice of Motion & Motion to Vacate Plaintiff's Partial Summary Judgment Order Pursuant to Rule 60(b), SCRCF for Extrinsic Fraud upon the Court by Officers of the Court in Conjunction with 28 USC § 455 & 42 USC § 1983., (Also Exhibit 111) - [7 pgs] – Dated: May 28, 2014.....	231-237
	Notice of Motion & Motion for a New Trial with a Jury Pursuant to Rules 38(a)-(d), 59(a)(2) & 60(b)(1), SCRCF for Extrinsic Fraud upon the Court by Officers of the Court in Conjunction with 28 USC § 455 & 42 USC § 1983., (Also Exhibit 103) - [7 pgs] – Dated: June 9, 2014	238-244

Index B to Volume I - Part 2
Affidavits & Depositions

<u>Year</u>	<u>Affidavit, Reply or Rebuttal</u>	<u>Page Number/s</u>
2009	- Affidavit of Wells Fargo Bank, N.A. by Elizabeth S. Hodgson, Senior Counsel., (Also Exhibit 235), [1 pg] – Dated: May 15, 2009	245
2009	- Response to Plaintiff's Affidavit., (Also Exhibit 266) [5 pgs] – Dated: May 26, 2009	246-250
2011	- Affidavit of George M. Sistrunk – Background and History the Signed Broker's Agreement., (Also Exhibit 245) [11 pgs] - Dated: March 31, 2011	251-261
2012	- Dorothy Sistrunk's Affidavit of Facts, Material Facts & Truth to Refute Allegations by Wells Fargo's Personnel & Attorney/s., (Also Exhibit 92) - [19 pgs] – Dated: May 25, 2011	262-280
2013	- Affidavit in Support of Wells Fargo's Motion for Summary Judgment, by Amanda Weatherly., (Also Exhibit 343) [3 pgs] – Dated: June 4, 2013.....	281-283
	Dorothy Sistrunk's Rebuttal and Counter Affidavit of Facts & Truth That Refutes & Opposes the Affidavit of Amanda Weatherly Wells Fargo's Vice President for Loan Documentation for Wells Fargo Bank, N. A., in Support of Wells Fargo's Motion for Summary Judgment., (Also Exhibit 253) - [25 pgs] – Dated: July 17, 2013	284-308
2014	- Dorothy Sistrunk's Affidavit of Facts & Truth Regarding Judge Diane Shafer Goodstein's violation of South Carolina's and the United States Constitution's Due Process Clauses., (Also Exhibit 377) - [3 pgs] – Dated: May 28, 2014	309-311
	Dorothy Sistrunk's Affidavit of Facts & Truth Regarding Debra C. Galloway & Stephanie at the Closing on December 21, 2007 at the Player Law Firm; 1415 Broad River Rd, Columbia, SC 29210 & Other Pertinent Material Matters., (Also Exhibit 378) [7 pgs] – Dated: May 28, 2014	312-318
	George M. Sistrunk's Affidavit Regarding Judge Diane Shafer Goodstein's Refusal to Let Me Give Testimony & Evidence that Refutes Her Statements, the Statements of Wells Fargo's Attorneys, Personnel & Their Misrepresentation of Facts., (Also Exhibit 379) [18 pgs] – Dated: May 28, 2014	319-336
<u>Year</u>	<u>Depositions</u>	
2012	- Deposition of Dorothy Sistrunk - [17 pgs] – Dated: March 2, 2012	337-353
	Deposition of Dorothy Sistrunk - [57 pgs] – Dated: September 6, 2012 ...	354-410

Index to Volume II - Part 1

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

<u>Updates & Replies/Responses</u>	<u>Page Number/s</u>
2009 - Elizabeth Scott Moise's, Case Status Update, for June of 2009., (Also MMF Exhibit 101) - [2 pgs] - Dated: June 15, 2009	411-412
Defendant's Response to Plaintiff's Case Status Update, for June of 2009., (Also RTFF Exhibit 101) [9 pgs] - Dated: June 29, 2009	413-421
James H. Burns' Case Status Update, for July of 2009., (Also MMF Exhibit 102) - [2 pgs] - Dated: July 15, 2009	422-423
James H. Burns' Case Status Update, for August of 2009., (Also MMF Exhibit 103) - [2 pgs] - Dated: August 17, 2009	424-425
Defendant's Response to Plaintiff's Case Status Update 08/17/2009., (Also RTFF Exhibit 103) [8 pgs] - Dated: September 15, 2009	426-433
James H. Burns' Case Status Update, for September of 2009., (Also MMF Exhibit 104) [2 pgs] - Dated: September 15, 2009	434-435
James H. Burns' Case Status Update, for October of 2009., [2 pgs] - Dated: October 15, 2009, Certificate of Service, (Also MMF Exhibit 105) - Dated: October 16, 2009	436-437
Defendant's Response to Plaintiff's Case Status Update 10/16/2009., (Also RTFF Exhibit 105) - [13 pgs] - Dated: November 16, 2009	438-450
James H. Burns' Case Status Update, for November of 2009., (Also MMF Exhibit 106) - [2 pgs] - Dated: Dated: November 16, 2009 ...	451-452
James H. Burns' Case Status Update, for December of 2009., (Also MMF Exhibit 107) - [2 pgs] - Dated: December 16, 2009	453-454
Defendant's Response to Plaintiff's Case Status Update 12/16/2009., (Also RTFF Exhibit 107) - [18 pgs] - Dated: January 19, 2010.....	455-472
2010 - James H. Burns' Case Status Update, for January of 2010., (Also MMF Exhibit 108) - [2 pgs] - Dated: January 21, 2010	473-474
James H. Burns' Case Status Update, for February of 2010., (Also MMF Exhibit 109) - [2 pgs] - Dated: February 17, 2010	475-476
Defendant's Response to Plaintiff's Case Status Update 02/16/2010., (Also RTFF Exhibit 109) - [11 pgs] - Dated: March 15, 2010	477-487

Index to Volume II - Part 1

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

<u>Updates & Replies/Responses</u>	<u>Page Number/s</u>
2010 - James H. Burns' Case Status Update, for March of 2010., (Also MMF Exhibit 110) - [2 pgs] - Dated: March 17, 2010	488-489
James H. Burns' Case Status Update, for April of 2010., (Also MMF Exhibit 111) - [2 pgs] - Dated: April 15, 2010	490-491
Defendant's Response to Plaintiff's Case Status Update 04/15/2010., (Also RTFF Exhibit 111) - [11 pgs] - Dated: May 14, 2010	492-502
James H. Burns' Case Status Update, for May of 2010., (Also MMF Exhibit 112) - [2 pgs] - Dated: May 17, 2010	503-504
James H. Burns' Case Status Update, for June of 2010., (Also MMF Exhibit 113) - [2 pgs] - Dated: June 15, 2010	505-506
Defendant's Response to Plaintiff's Case Status Update 06/15/2010., (Also RTFF Exhibit 113) - [16 pgs] - Dated: July 2, 2010	507-522
James H. Burns' Case Status Update, for July of 2010., (Also MMF Exhibit 114) - [2 pgs] - Dated: July 16, 2010	523-524
James H. Burns' Case Status Update, for August of 2010., (Also MMF Exhibit 115) - [2 pgs] - Dated: August 17, 2010	525-526
Defendant's Response to Plaintiff's Case Status Update 08/17/2010., (Also RTFF Exhibit 115) - [16 pgs] - Dated: September 7, 2010	527-542
James H. Burns' Case Status Update, for September of 2010., Also MMF Exhibit 116) - [2 pgs] - Dated: September 15, 2010	543-544
James H. Burns' Case Status Update, for October of 2010., (Also MMF Exhibit 117) - [2 pgs] - Dated: October 18, 2010	545-546
Defendant's Response to Plaintiff's Case Status Update 10/18/2010., (Also RTFF Exhibit 117) - [24 pgs] - Dated: November 12, 2010	547-570
Plaintiff's Case Status Update, for November of 2010., [0 pgs]	None Filed
Defendant's Response to Plaintiff's Case Status Update, for November of 2010., [0 pgs]	None Filed

Index to Volume II - Part 2

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

<u>Subject Matter & Responses</u>	<u>Page Number/s</u>
2010 - James H. Burns' Case Status Update, for December of 2010., (Also MFF Exhibit 118) - [2 pgs] - Dated: December 20, 2010	571-572
2011 - Plaintiff's Case Status Update, for January of 2011., [0 pgs]	None Filed
Defendant's Notice of the Plaintiff's Failure to File a Case Status Update for 12/15/2010 to 01/15/2011., (Also RTFF Exhibit 000-A) - [4 pgs] - Dated: January 26, 2011	573-576
Plaintiff's Case Status Update, for February of 2011., [0 pgs]	None Filed
Defendant's Notice of the Plaintiff's Failure to File a Case Status Update for 01/15/2011 to 02/15/2011., (Also RTFF Exhibit 000-B) - [4 pgs] - Dated: February 22, 2011	577-580
James H. Burns' Case Status Update, Filed on February 28, 2011., (Also MFF Exhibit 119) - [2 pgs] - Dated: February 28, 2011	581-582
Defendant's Response to the Plaintiff's Case Status Update 02/28/2011 That is No Longer Pursuant to the May 22, 2009 Supreme Court of South Carolina Order for Foreclosure Cases., (Also RTFF Exhibit 119) - [4 pgs] - Dated: March 3, 2011	583-586
James H. Burns' Case Status Update, for April of 2011., (Also MFF Exhibit 120) - [2 pgs] - Dated: April 4, 2011	587-588
Plaintiff's Case Status Update, for May of 2011., [0 pgs]	None Filed
Defendant's Notice of Plaintiff's Failure to Comply with the May 22, 2009 Supreme Court of South Carolina Order for Foreclosure Cases., (Also RTFF Exhibit 000-C) - [5 pgs] - Dated: May 19, 2011	589-593
Plaintiff's Notice of Mortgagor's Right to Foreclosure Intervention Pursuant to S.C. Supreme Court Administrative Order No. 2011-05-02-01., (Also MFF Exhibit 121) - [3 pgs] - Dated: May 26, 2011.....	594-596
Defendant's Response to Notice of Mortgagor's Right to Foreclosure Intervention Pursuant to S.C. Supreme Court Administrative Order No. 2011-05-02-01., (Also RTFF Exhibit 121) [11 pgs] - Dated: June 21, 2011	597-607
Elizabeth Scott Moise's Letter, Re: "Plaintiff's policy, process and/or procedure for settling a 'Fraudulent, Loan, Note and Mortgage'", (Also MFF Exhibit 123) - [2 pgs] - Dated: June 29, 2011	608-609

Index to Volume II - Part 2

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

<u>Subject Matter & Responses</u>	<u>Page Number/s</u>
Defendant's Notice of Plaintiff's Failure to Qualify for Participation in Foreclosure Intervention Pursuant to S.C. Supreme Court Administrative Order No. 2011-05-02-01, Re: June 29, 2011 Letter., (Also RTFF Exhibit 122) - [13 pgs] - Dated: July 11, 2011	610-622
James H. Burns' Certificate of Compliance with Administrative Order 2011-05-02-01., (Also MFF Exhibit 122) [4 pgs] - Dated: August 1, 2011	623-626
Defendant Dorothy Sistrunk Legal Memorandum in Support of Notice of Motion and Motion to Dismiss with Prejudice., [40 pgs] - Dated: August 13, 2011	627-666
Objection to Notice of Taking Deposition of Defendant Dorothy Sistrunk; Issued by Nelson Mullins Riley & Scarborough, LLP; Demand Protection of This Court Pursuant to SCRCP 45(c)(1)., [14 pgs] - Dated: September 30, 2011	667-680
Legal Memorandum Supporting the Defendant's Objection to Notice of Taking Deposition of Defendant Dorothy Sistrunk; Issued by Nelson Mullins Riley & Scarborough, LLP; Filed on September 30, 2011; and Supporting the Defendant's Demand Protection of This Court Pursuant to SCRCP Rules 45(c)(1) and 26(c)., [21 pgs] - Dated: October 10, 2011.....	681-701
The Defendant Objects to Motion to Compel Discovery by Deposition of Defendant Dorothy Sistrunk and Third-Party Witness George Sistrunk Subject to Rule 38(b) A Priority Matter., [24 pgs] - Dated: October 21, 2011	702-725
Defendant Objects to Case Management & Scheduling Order. The Proposed Date of Transfer to the Jury Trial Roster is June 25, 2012. Subject to Rule 38(b) a Priority Matter, [8 pgs] - Dated: October 21, 2011	726-733

Index to Volume III

<u>Subject Matter & Responses</u>	<u>Page Number/s</u>
2011 - The Defendant Objects to Motion of Continuance and Entry of Scheduling Order. The Proposed Date of Transfer to the Jury Trial Roster is June 25, 2012; Subject to Rule 38(b). A Priority Matter.,[15 pgs] - Date Filed: October 24, 2011	734-748
Objection to Plaintiff's Memorandum in Support of Motion to Compel and Motion for Continuance and Scheduling Order, Subject to Rule 38(b). A Priority Matter. Attachments A-C, [44 pgs] - Dated: December 16, 2011	749-792
2012 - Objection to Notice of Taking Deposition of Defendant Dorothy Sistrunk., [8 pgs] - Dated: April 27, 2012	793-800
The Defendant Dorothy Sistrunk Filed Objections to the Plaintiff's Motion for Sanctions and Demands for an Oral Only Deposition Subject to Rule 38(b) A Priority Matter., [29 pgs] - Dated: May 25, 2012	801-829
2013 - Defendant Dorothy Sistrunk's Demand for Jury Trial and Legal Memorandum Supporting Opposition to Plaintiff Wells Fargo Bank, N. A., Motion for Summary Judgment. Judicial Notice Requested Pursuant to Rule 201, SCRE., [35 pgs] - Dated: July 17, 2013	830-864
Defendant Dorothy Sistrunk's Opposition to Plaintiff's Wells Fargo Bank, N. A., Motion for Summary Judgment and Demand Jury Trial. Judicial Notice Requested Pursuant to Rule 201, SCRE., [97 pgs] - Dated: July 17, 2013	865-961

Index to Volume IV – Part 1

<u>Pleading Responses & Objections</u>	<u>Page Number/s</u>
2014 - Defendant Dorothy Sistrunk's Legal Memorandum Supporting Notice of Motion & Motion to Alter or Amend the Partial Summary Judgment & Rescind the Order of Reference., [35 pgs] - Dated: March 25, 2014	962-996
The Defendant Objects to the Plaintiff's Motion and Order of Continuance. A Rule 41(b), SCRCP Dismissal Was Filed on 08/15/2011 That Has Never Been Properly Opposed by the Plaintiff and Qualifies for Judgment Pursuant to Rule 56(c), SCRCP., [34 pgs] - Dated: March 28, 2014	997-1030
Defendant Dorothy Sistrunk Objects to the Motion for Order of Reference. There is No Valid Mortgage on 423 Bayne Street Due to False Certification., [17 pgs] - Dated: March 31, 2014	1031-1047
Defendant Dorothy Sistrunk Objects to the Order Granting Partial Summary Judgment, Prejudicial Treatment & to the Violation of Rule 30(b)(2), SCRCP & Enters a Formal Protest into the Record.,[22 pages] - Dated: March 31, 2014	1048-1069
Defendant Dorothy Sistrunk Objects to the Order Granting Partial Summary Judgment, Due to the Plaintiff's Misstatement of Facts, Mischaracterization of Facts and in Some Instances Outright Lies., [54 pgs] - Dated: April 7, 2014	1070-1123
Statement of Uncontested Facts and Material Facts in Support of Motion and Legal Memorandum of Law and Authorities to Vacate the Plaintiff's Judgment Order Pursuant to Rule 60(b), SCRCP for Extrinsic Fraud Upon the Court by Officers of the Court in Conjunction with 28 USC § 455 & 42 USC § 1983., [86 pgs] - Dated: May 28, 2014	1124-1209

Index to Volume IV - Part 2

Pleading Responses & Objections

Page Number/s

2014 - Legal Memorandum of Law and Authorities to Support My Notice of Motion and Motion to Vacate Plaintiff's Partial Summary Judgment Order Pursuant to Rule 60(b), SCRPC for Extrinsic Fraud upon the Court by Officers of the Court in Conjunction with 28 U.S.C. § 455 & 42 U.S.C. § 1983., [18 pgs] - Dated: May 28, 2014	1210-1227
Legal Memorandum of Law and Authorities to Support My Notice of Motion and Motion for a New Trial with a Jury Pursuant to Rules 38(a)-(d), 39, 59(a)(2) & 60(b)(1), SCRPC for Extrinsic Fraud upon the Court by Officers of the Court in Conjunction with 28 U.S.C. § 455 & 42 U.S.C. § 1983., [37 pgs] - Dated: June 9, 2014	1228-1264
Defendant Dorothy Sistrunk Objects to Notice of Motion for Continuance and Any Proposed Order Granting a Continuance Due to Extrinsic Fraud upon the Court by Officers of the Court, Wells Fargo's Mortgage is Defective and Filed Motions to Vacate the Plaintiff's Partial Summary Judgment Order, Rescind the Order of Reference and a New Trial with Jury Pursuant to Rules 38(a)-(d), 39, 59(a)(2) & 60(b)(1), SCRPC., [26 pgs] – Dated: June 9, 2014.....	1265-1290
Defendant Dorothy Sistrunk's Statement of the Evidence to be Included in the Record on Appeal Re: 2014-001683., [150 pgs] - Filed: August 14, 2014	1291-1440

Index to Volume V - Part 1

<u>Year</u>	<u>Pleading/s</u>	<u>Page Number/s</u>
2014	- Defendant Dorothy Sistrunk's Reasons for Opting Out of the Fladell Settlement and Filed with the United States District Court for the Southern District of Florida. Re: Case No. 0:13-cv-60721-(FAM), [70 pgs] - Filed: June 28, 2014	1441-1510

General Index A to Volume V - Part 1 - Appellant Exhibits 1-390

Exhibits

Exhibit 1 - Not included. See SOTE

Exhibit 2 - Not included. See SOTE

Exhibit 4 - Description: Vol. V - Part 1, Index Aii, then go to 1511-1519

Exhibit 5 - Description: Vol. V - Part 1, Index Aii, then go to 1520-1524

Exhibit 6 - Not included. See SOTE

Exhibit 7 - Not included. See SOTE

Exhibits 8-14 - Description: Vol. V - Part 1, Index Aii, then go to 1525-1531

Exhibit 15 - Not included. See SOTE

Exhibit 16 - Not included. See SOTE

Exhibit 17 - Not included. See SOTE

Exhibit 18 - Not included. See SOTE

Exhibit 21 - Not included. See SOTE

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

Exhibit 30 - Not included. See SOTE

Exhibit 31 - Not included. See SOTE

Exhibit 32 - Not included. See SOTE

Exhibit 33 - Not included. See SOTE

Exhibit 34 - Not included. See SOTE

Exhibit 35 - Not included. See SOTE

Exhibit 36 - Description: Vol. V - Part 1, Index Aiii, then go to 1533-1534

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.

Exhibit 49 - Description: Vol. V – Part 1, Index Aiv, then go to 1536-1537

Exhibit 51 - Not included. See SOTE

Exhibit 52 - Not included. See SOTE

Exhibit 53 - Not included. See SOTE

Exhibit 54 - Not included. See SOTE

Exhibit 55 - Not included. See SOTE

Exhibit 56 - Not included. See SOTE

Exhibit 57 - Not included. See SOTE

Exhibit 58 - Not included. See SOTE

Exhibit 59 - Not included. See SOTE

Exhibit 60 - Not included. See SOTE

Exhibit 61 - Not included. See SOTE

Exhibit 62 - Not included. See SOTE

Exhibit 63 - Not included. See SOTE

Exhibit 64 - Not included. See SOTE

Exhibit 65 - Description: Vol. V - Part 1, Index Av, then go to	1538
Exhibit 66 - Description: Vol. V - Part 1, Index Av, then go to	1539-1542
Exhibit 68 - Description: Vol. V - Part 1, Index Av, then go to	1543
Exhibit 69 - Description: Vol. V - Part 1, Index Av-Avi, then go to	1544
Exhibit 70 - Description: Vol. V - Part 1, Index Avi, then go to	1545-1548
Exhibit 72 - Description: Vol. V - Part 1, Index Avi, then go to	1549
Exhibit 85 - Not included. See SOTE	
Exhibit 110 - <u>Proof</u> : Description: Vol. V - Part 1, Index Avi, then go to	1550
Exhibit 113 - <u>Proof</u> : Cannot include the house. See SOTE.	
Exhibit 115 - Not included. See SOTE	
Exhibit 117 - Not included. See SOTE	
Exhibit 119 - Not included. See SOTE	
Exhibits 140 - 141 - <u>Proof</u> : Explanation & Description: Vol. V - Part 1, Index Avi-Avii, then go to	1551-1552
Exhibit 152 - <u>Proof</u> : Description: Vol. V - Part 1, Index Avii, go to	1553-1554
Exhibit 165 - Not included. See SOTE	
Exhibit 166 - <u>Proof</u> : Description: Vol. V - Part 1, Index Avii, go to	1555-1557
Exhibit 169 - Description: Vol. V - Part 1, Index Avii, go to	1558
Exhibit 170 - <u>Proof</u> : Description: Vol. V - Part 1, Index Avii, go to	1559-1560
Exhibit 173 - <u>Proof</u> : Description: Vol. V - Part 1, Index Avii, go to	1561-1563
Exhibit 178 - Not included. See SOTE	
Exhibits 179-180 - Description: Vol. V - Part 1, Index Avii, then go to	1564-1566
Exhibit 184 - Not included. See SOTE	
Exhibit 193 - Description: Vol. V - Part 1, Index Avii, then go to	1567-1568
Exhibit 196 - Description: Vol. V - Part 1, Index Aviii, then go to	1569
Exhibit 198 - Description: Vol. V - Part 1, Index Aviii, then go to	1570-1571
Exhibit 199 - Not included. See SOTE	
Exhibit 200 - Not included. See SOTE	
Exhibit 202 - Not included. See SOTE	

Exhibit 204 - Not included. See SOTE

Exhibit 209 - Not included. See SOTE

Exhibit 210 - Not included. See SOTE

Exhibit 211 - Not included. See SOTE

Exhibit 212 - Not included. See SOTE

Exhibit 218 - Description: Vol. V - Part 1, Index Aviii, then go to 1572-1573

Exhibit 219 - Not included. See SOTE

Exhibit 226 - **Proof**: Description: Vol. V - Part 1, Index Aviii, then go to 1574-1576

Exhibit 228 - **Proof**: Description: Vol. V - Part 1, Index Aviii, then go to 1577-1578

Exhibit 229 - **Proof**: Description: Vol. V - Part 1, Index Aviii, then go to 1579-1581

Exhibit 230 - **Proof**: Description: Vol. V - Part 1, Index Aviii, then go to 1582

Exhibit 231 - **Proof**: Description: Vol. V - Part 1, Index Aviii, then go to 1583

Exhibit 236 - **Proof**: Description: Vol. V - Part 1, Index Aviii, then go to 1584

Exhibit 255 - **Proof**: Vol. I - Part 1, pgs 42-43.

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

Exhibit 303 - **Proof**: Vol. I - Part 1, pg 28

Exhibit 326 - **Proof**: Description: Vol. V - Part 1, Index Aix, then go to 1585-1586

Exhibit 328 - Not included. See SOTE

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

Exhibit 330 - **Proof**: Description: Vol. V - Part 1, Index Ax, then go to 1587-1588

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

Exhibit 333 - Not included. See SOTE

Exhibit 334 - **Proof**: **The Massive Filing Fraud**: Vol. V - Part 1,
Description: Index Ax, then go to 1591-1592

Exhibit 335 - **Proof**: **The Massive Filing Fraud**: Vol. V - Part 1,
Description: Index Ax-Axi, then go to 1593-1594

Exhibit 336 - **Proof**: **The Massive Filing Fraud**: Vol. V - Part 1,
Description: Index Axi, then go to 1595-1596

Exhibit 337 - <u>Proof: <i>The Massive Filing Fraud:</i></u>	
Description, Index Axi, then go to	1597-1598
Exhibit 338 - <u>Proof: <i>The Massive Filing Fraud:</i></u>	
Description: Index Axi, then go to	1599-1600
Exhibit 339 - <u>Proof: <i>The Massive Filing Fraud:</i></u>	
Description: Index Axi, then go to	1601-1602
Exhibit 340 - <u>Proof: <i>The Massive Filing Fraud:</i></u>	
Description: Index Axi, then go to	1603-1604
Exhibit 342 - <u>Proof:</u> Description: Index Axi, then go to	1605-1608
Exhibit 343 - <u>Proof:</u> Active account based on falsified values. Vol. 1 - Part 2, pgs 281-283.	
Exhibit 344 - <u>Proof:</u> Description: Index Axi, then go to	1609
Exhibit 345 - <u>Proof:</u> Description: Index Axi, then go to	1610-1614
Exhibit 346 - <u>Proof:</u> Description: Index Axi, then go to	1615-1616
Exhibit 347 - Description: Index Axi, then go to	1617-1620
Exhibit 348 Description: Index Axi, then go to	1621-1622
Exhibit 350 - Not included. Proves Statements of Fact.	
Exhibit 358 - Not included. Proves Statements of Fact.	
Exhibit 378 - Located in Vol. 1 - Part 2, See Depositions & Affidavits, pgs	312-318.
Exhibit 379 - Located in Volume 1 - Part 2, See Depositions & Affidavits, pgs ..	319-336.
Exhibits 380-390 - Located in Volume 1 - Part 1, under Orders, Judgments, pgs ...	52-55.

Index B to Volume V – Part 2
Wells Fargo's Exhibits - WF00001-134

Description of Wells Fargo's Exhibits

WF00001 - Not reviewed or discussed in Court. See description: Index pg, Bi.

WF00002 - Not reviewed or discussed in Court. See description: Index pg, Bi.

WF00003 - Not reviewed or discussed in Court. See description: Index pg, Bi.

WF00004 - Not reviewed or discussed in Court. See description: Index pg, Bi.

WF00005 - Not reviewed or discussed in Court. See description: Index pg, Bii.

WF00006 - Not reviewed or discussed in Court. See description: Index pg, Bii

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.

WF00016 - Not reviewed or discussed in Court. See description: Index pg, Bv.

WF00017 - Not reviewed or discussed in Court. See description: Index pg, Bv.

WF00018 - Not reviewed or discussed in Court. See description: Index pg, Bv.

WF00019 - Not reviewed or discussed in Court. See description: Index pg, Bvi.

WF00020 - Not reviewed or discussed in Court. See description: Index pg, Bvi.

WF00021 - Not reviewed or discussed in Court. See description: Index pg, Bvi.

WF00022 - Not reviewed or discussed in Court. See description: Index pg, Bvi.

WF00023 - Not reviewed or discussed in Court. See description: Index pg, Bvii.

WF00024 - Not reviewed or discussed in Court. See description: Index pg, Bvii.

WF00025 - Not reviewed or discussed in Court. See description: Index pg, Bvii.

WF00026 - Not reviewed or discussed in Court. See description: Index pg, Bvii-Bviii.

WF00027 - Not reviewed or discussed in Court. See description: Index pg, Bviii.

WF00028-29 - Not reviewed or discussed in Court. See description: Index pg, Bviii-Bix.

WF00030 - Not reviewed or discussed in Court. See description: Index pg, Bix.

WF00031 - Not reviewed or discussed in Court. See description: Index pg, Bix.

WF00032 - Not reviewed or discussed in Court. See description: Index pg, Bix-Bx.

WF00033 - Not reviewed or discussed in Court. See description: Index pg, Bx.

WF00034 - Not reviewed or discussed in Court. See description: Index pg, Bx.

WF00035 - Not reviewed or discussed in Court. See description: Index pg, Bx.

WF00036 - Not reviewed or discussed in Court. See description: Index pg, Bxi.

WF00037 - Not reviewed or discussed in Court. See description: Index pg, Bxi.

WF00038 - Not reviewed or discussed in Court. See description: Index pg, Bxi.

WF00039-41 - Not reviewed or discussed in Court. See description: Index pg, Bxii.

WF00042-57 - Not reviewed or discussed in Court. See description: Index pg, Bxii.

WF00058 - Not reviewed or discussed in Court. See description: Index pg, Bxii.

WF00059 - Not reviewed or discussed in Court. See description: Index pg, Bxiii.

WF00060-61 - Not reviewed or discussed in Court. See description: Index pg, Bxiii.

WF00062 - Not reviewed or discussed in Court. See description: Index pg, Bxiii.

WF00063 - Not reviewed or discussed in Court. See description: Index pg, Bxiv.

WF00064 - Not reviewed or discussed in Court. See description: Index pg, Bxiv.

WF00065 - Not reviewed or discussed in Court. See description: Index pg, Bxiv-Bxv.

WF00066-73 - Not reviewed or discussed in Court. See description: Index pg, Bxv.

WF00074 - Not reviewed or discussed in Court. See description: Index pg, Bxv.

WF00075 - Not reviewed or discussed in Court. See description: Index pg, Bxvi.

WF00076 - Not reviewed or discussed in Court. See description: Index pg, Bxvi.

WF00077 - Not reviewed or discussed in Court. See description: Index pg, Bxvi.

WF00078-79 - Not reviewed or discussed in Court. See description: Index pg, Bxvii.

WF00080-82 - Not reviewed or discussed in Court. See description: Index pg, Bxvii.

WF00083 - Not reviewed or discussed in Court. See description: Index pg, Bxvii.

WF00084 - Not reviewed or discussed in Court. See description: Index pg, Bxvii-Bxviii.

WF00085 - Not reviewed or discussed in Court. See description: Index pg, Bxviii.

WF00086 - Not reviewed or discussed in Court. See description: Index pg, Bxviii.

WF00087 - Not reviewed or discussed in Court. See description: Index pg, Bxviii.

WF00088-89 - Not reviewed or discussed in Court. See description: Index pg, Bxix-Bxx.

WF00090 - Not reviewed or discussed in Court. See description: Index pg, Bxx.

WF00091 - Not reviewed or discussed in Court. See description: Index pg, Bxx.

WF00092-93 - Not reviewed or discussed in Court. See description: Index pg, Bxxi.

WF00094-96 - Not reviewed or discussed in Court. See description: Index pg, Bxxi-Bxxii.

WF00097 - Not reviewed or discussed in Court. See description: Index pg, Bxxii.

WF00098-100 - Not reviewed or discussed in Court. See description: Index pg, Bxii.

WF00101 - Not reviewed or discussed in Court. See description: Index pg, Bxxiii.

WF00102 - Not reviewed or discussed in Court. See description: Index pg, Bxxiii.

WF00103-104 - Not reviewed or discussed in Court. See description: Index pg, Bxxiii.

WF00105-112 - Not reviewed or discussed in Court. See description: Index pg, Bxxiv-Bxxv.

WF00113-114 - Not reviewed or discussed in Court. See description: Index pg, Bxxv.

WF00115 - Not reviewed or discussed in Court. See description: Index pg, Bxxv-Bxxvi.

WF00116 - Not reviewed or discussed in Court. See description: Index pg, Bxxvi.

WF00117 - Not reviewed or discussed in Court. See description: Index pg, Bxxvi-Bxxvii.

WF00118 - Not reviewed or discussed in Court. See description: Index pg, Bxxvii.

WF00119 - Not reviewed or discussed in Court. See description: Index pg, Bxxvii-Bxxviii.

WF00120-21 - Not reviewed or discussed in Court. See description: Index pg, Bxxviii-Bxxix.

WF00122-123 - Not reviewed or discussed in Court. See description: Index pg, Bxxix-Bxxx.

WF00124 - Not reviewed or discussed in Court. See description: Index pg, Bxxx.

WF00125-126 - Not reviewed or discussed in Court. See description: Index pg, Bxxx.

WF00127-128 - Not reviewed or discussed in Court. See description: Index pg, Bxxxi.

WF00129 - Not reviewed or discussed in Court. See description: Index pg, Bxxxi.

WF00130 - Not reviewed or discussed in Court. See description: Index pg, Bxxxi.

WF00131-133 - Not reviewed or discussed in Court. See description: Index pg, Bxxxi-Bxxxii.

Wells Fargo's Exhibits**Page Number/s**

WF00001-13	[13 pgs] 2nd 7-59 Appraisal Falsified Value & Forgery.....	1623-1635
WF00014-26	[13 pgs] 1st 7-59 Appraisal Falsified Value & Forgery.....	1636-1648
WF000027	[1 pg] 7-59 Invoice Proof 7-59 Identifies Seller Jacobs	1649
WF00028-29	[2 pgs] Contract of Sale Forged Initials	1650-1651
WF00030-32	[3 pgs] Residential Loan Application Signature Forgery ..	1652-1654
WF00033-38	[6 pgs] WFHM Residential Application Document Fraud	1655-1660
WF00039-41	[3 pgs] Fixed Rate Note ...Based on Falsified Value	1661-1663
WF00042-57	[16 pgs] Mortgage Documents Based on Falsified Value	1664-1679
WF00058	[1 pg] Notary Certification Notary Fraud	1680
WF00059	[1 pg] Legal Description	1681
WF00060	[1 pg] Notary Certification Notary Fraud	1682
WF00061	[1 pg] Check Stub	1683
WF00062	[1 pg] W-2 Form	1684
WF00063-64	[2 pgs] Credit Documents ... Signature Forgeries	1685-1686
WF00065	[1 pg] Credit Disclosure ...Based on Unauthorized Credit Report	1687
WF00066-73	[8 pgs] Credico Credit Report ...Unauthorized Report	1688-1695
WF00074	[1 pg] Borrower's Certification Forgery & Proof Report Unauthorized	1696
WF00075-76	[2 pgs] TILA Disclosure Documents ...Signature Forgery	1697-1698
WF00077	[1 pg] Right to Receive Appraisal Report Signature Forgery	1699
WF00078-79	[2 pgs] Jim H. Austin, III, National Registry Appraiser Report ..	1700-1701
WF00080-82	[3 pgs] Golden Gate Mortgage, Inc., Broker Agreement	1702-1704
WF00083	[1 pg] Attorney Preference Checklist ...Signature Forgery	1705
WF00084	[1 pg] RESPA Servicing Disclosure ...Signature Forgery	1706
WF00085	[1 pg] Fair Lending Notice Signature Forgery	1707
WF00086	[1 pg] Private Mortgage Insurance Disclosure	1708
WF00087	[1 pg] Good Faith Estimate ...Signature Forgery.....	1709
WF00088-89	[2 pgs] HUD Settlement Statement	1710-1711

WF00090 [1 pg] Acknowledgement of Receipt of Settlement Statement	1712
WF00091 [1 pg] Buyer Seller Certification	1713
WF00092-96 [5 pgs] Title to Real Estate ...Proof: Seller had no intention of lowering the price during the closing	1714-1718
WF00097 [1 pg] Notary Certification Notary Fraud	1719
WF00098-100 [3 pgs] Insurance Disclosure ..Based on Falsified Value.....	1720-1722
WF00101 [1 pg] Name Affidavit Use to Prove Signature Forgeries	1723
WF00102 [1 pg] Correction Agreement	1724
WF00103-104 [2 pgs] Escrow Account Disclosure	1725-1726
WF00105-112 [8 pgs] Title Insurance – Proof Seller had no intention of lowering the price during the closing	1727-1734
WF00113-114 [2 pgs] Request for Taxpayer Identification	1735-1736
WF00115 [1 pg] Affiliate Business Disclosure	1737
WF00116 [1 pg] Rate Lock Expiration Amendment	1738
WF00117 [1 pg] Compliance Agreement	1739
WF00118 [1 pg] Copy of Driver’s License	1740
WF00119 [1 pg] Applicable Law Disclosure	1741
WF00120 [1 pg] Letter from Janet Frotscher – Verifying she received and ignored the evidence of Mortgage Fraud –Appellant Exhibits 8-14	1742
WF00121 [1 pg] Letter from Janet Frotscher – Verifying she received and ignored correspondence relative to Mortgage Fraud after the facts were known	1743
WF00122-124 [3 pgs] Collection letters from Wells Fargo. Verifying Wells Fargo’s attempt to collect on a mortgage account based on verifiable falsified value and false documentation after the facts were known	1744-1746
WF00125-126 [2 pgs] Letter from Janet Frotscher. Verifying she falsely accused the Appellant of meeting the appraiser after the facts were known	1747-1748
WF000127-128 [2 pgs] HOPENOW document and proof of mailing. Documents for modification were mailed to Wells Fargo before and during the Stay/TRO. Additional evidence of Burns’, Moise’s and Wells Fargo <i>Massive Filing Fraud</i> during the Stay/TRO	1749-1750
WF00129 [1 pg] Collection letter from Wells Fargo. Verifying Wells Fargo’s attempt to collect on a mortgage account based on verifiable falsified value and false documentation after the facts were known	1751

WF00130 [1 pg] Copy of letter from Janet Frotscher. Verifying she received and ignored correspondence relative to Mortgage Fraud after the facts were known	1752
WF00131 [1 pg] Copy of collection letter from Wells Fargo. Verifying Wells Fargo's attempt to collect on a mortgage account based on verifiable falsified value and false documentation after the facts were known	1753
WF00132-133 [2 pgs] Copy of letter from Janet Frotscher . Verifying she received and ignored correspondence relative to Mortgage Fraud after all the facts were known	1754-1755
WF00134 [1 pg] Loan Payment Information	1756
Certificate of Relevance [1 pg]	1757
Proof of Service [1 pg]	1758
Notary Certification [1 pg]	1759

THE RECORD ON APPEAL
5 VOLUMES

2008-2014

VOLUME I OF V - PART 1

Orders, Decrees, Judgments, Decisions, Complaint,
Answer, Motions, Objections & Demand For Trial By Jury Filed In 2008

Index to Volume I - Part 1
Orders, Decrees, Judgments and/or Decisions

<u>Subject Matter/Court Action</u>	<u>Page Number/s</u>
Wells Fargo's Order of Reference., (Also Exhibits 90-91) [4 pgs] - Dated: August 1, 2008	1-4
Demand for Jury Trial. , (Also Exhibit 341) [20 pgs] - Dated: August 12, 2008	5-24
Judge O. Davie Burgdorf's - Signed Order Substituting Counsel., (Also Exhibit 93) [2 pgs] - Dated: August 27, 2008	25-26
Judge Diane Shafer Goodstein's - Signed Order Tolling Time to Answer Defendant's Counterclaims., (Also Exhibit 95) [1 pg] - Dated: August 28, 2008	27
Judge Diane Shafer Goodstein's - Signed Protective Order., (Also Exhibit 303) [1 pg] - Dated: November 18, 2008	28
The Supreme Court of South Carolina Administrative Order 2009-05-22-01., (Also Exhibit 96) - [5 pgs] - Dated: May 22, 2009	29-33
Judge Edgar W. Dickson's - Signed Order of Stay., (Also Exhibit 97) [1 pg] - Dated: June 24, 2009	34
Judge Diane Shafer Goodstein's - Signed Order Granting Plaintiff's Motion to Compel Discovery, Issuing Stay, and Granting Motion for Continuance., (Also Exhibit 255) - [2 pgs] - Dated: March 7, 2012	35-36
Judge Edgar W. Dickson's - Signed Consent Scheduling Order., (Also Exhibit 349) - [2 pgs] - Dated: December 2, 2013	37-38
Judge Diane Shafer Goodstein's - Signed Order Granting Partial Summary Judgment., (Also Exhibit 329) [7 pgs] - Dated: March 27, 2014	39-45
Judge Diane Shafer Goodstein's - Signed Order Denying Motion to Alter or Amend., (Also Exhibit 354) - [1 pg] - Dated: April 7, 2014	46
Judge James B. Jackson, Jr., - Signed Order of Reference to Master in Equity., (Also Exhibit 109) - [1 pg] - Dated: May 5, 2014	47
Judge Diane Shafer Goodstein's - Signed Order Denying Motion for a New Trial and Motion to Vacate Plaintiff's Partial Summary Judgment Order., (Also Exhibit 355) - [1 pg] - Dated: July 11, 2014	48
Appellate Court - Order Granting Motion to Substitute Counsel., (Also Exhibit 365) [2 pg] - Dated: August 13, 2014	49-50
Appellate Court - Order Denying Respondent Motion to Dismiss., (Also Exhibit 371) - [1 pg] - Dated: 10/24/14	51

Appeals Court – Order Granting James H. Burn Withdrawal as Counsel., (Also Exhibit 380) - [1 pg] - Dated: 13 Aug. 2014	52
Appellate Court – Order Granting Respondent Extension Time for Initial Brief and Designated of Matters to January 2, 2015., [1 pg] – Dated: December 4, 2014	53
Appellate Court – Order Granting Respondent Extension Time for Initial Brief and Designated of Matters to February 2, 2015., (Also Exhibit 381) [1 pg] – Dated: January 8, 2015	54
Appellate Court – Order Granting Motion to Strike Appellant’s 18 Appendices., (Also Exhibit 390) - [1 pg] – Dated: 04/03/15	55
Appellate Court – Ordering Denying Appellant’s Motion to Remand., [1 pg] – Dated: 07/1/2015	56
Notice of Appeal., [1 pg] – Dated: July 30, 2014	57
Certificate That No Transcript Will Be Ordered By Appellant., [4 pgs] – Dated: July 30, 2014	61
Wells Fargo's Complaint., (Also Exhibit 105) - [4 pgs] - Dated: June 26, 2008	62-65
Wells Fargo's Lis Pendens., [2 pgs] - Dated: June 26, 2008	66-67
Defendant's Answer to Complaint., (Also Exhibit 297) - [16 pgs] - Dated: July 18, 2008	68-83
Defendant's First Amendment to Answer to Complaint with Counterclaims., (Also Exhibit 298) - [65 pgs] - Dated: July 31, 2008	84-148
Wells Fargo’s Motion for Protective Order., (Also Exhibit 228) [9 pgs] – Dated: October 31, 2008	149-157
Defendant's Response to Wells Fargo's Motion for Protective Order., (Also Exhibit 107) - [16 pgs] - Dated: November 3, 2008.....	158-173

Index A to Volume V - Part 1

<u>Year</u>	<u>Pleading/s</u>	<u>Page Number/s</u>
2014	Defendant Dorothy Sistrunk's Reasons for Opting Out of the Fladell Settlement and Filed with the United States District Court for the Southern District of Florida. Re: Case No. 0:13-cv-60721-(FAM). , [70 pgs] – Filed: July 28, 2014	1441-1510

Index to Volume V - Part 1

Explanation and/or Description of Appellant Exhibits 1-390

SOTE means “Statement of the Evidence”

Exhibits Explanation and/or Description

OPENING REMARKS

A. First: Rule 56(c), SCRCF, clearly states in pertinent parts, “[t]he pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law.” Under this Rule, **Exhibits are not referenced as a basis for granting or denying a Summary Judgment Motion.**

B. Second: The Appellant’s Sworn to, Notarized and/or Verified Statements of Fact have not been denied, controverted, refuted or proven false in over 6 years. Therefore, an explanation and/or description of the exhibits should be sufficient, under the rules, for Appellate Review. Only the most important exhibits are included for review.

C. Third: In the interest of “Substantial Justice” or to avoid a “Miscarriage of Justice”, the Appellate Court can request all the filed exhibits under the authority granted in Rule 212(a), SCACR that clearly states in pertinent, “[T]he appellate court may require copies of all or any part of the transcript of proceedings or other matter which was before the lower court or administrative tribunal to be sent up for its inspection and consideration. It may likewise require a report of the trial or hearing, or of any matter relative thereto, to be made by the trial judge or administrative tribunal. These matters shall become part of the Record on Appeal.” Referenced pleadings are **Bold** in the index.

D. Fourth: To avoid confusion, due to miscounting pages or duplications, it may be helpful to use the paragraphs and page numbers that are in the actual pages and/or numbers in the filed pleadings and in the **Statement of the Evidence**. With the printer’s numbering system, the **Statement of the Evidence** is in **VOLUME IV- PART 2** and should begin on page 1440. Knowing the exhibits is essential to realizing the level of “Fraud” associated with this case.

Exhibit 1 - See Vol. IV, Part 2, SOTE, ¶8, Subpart (1), pg 1302}

Exhibit 2 - See SOTE, ¶8, Subpart (2), pgs 1303-1304}

Exhibit 4 – Proof: Documentation verifying the Appellant's Statement of Fact: Re: Her Fax Memo - Are We The Victims of Fraud? - that was sent to Wells Fargo, Thomas Jacobs, David Terrell/Golden Gate Mortgage and the Player Law Firm., [9 pgs] - Dated: February 5, 2008 ⇨ {See Vol. IV, Part 2, SOTE, ¶8, Subpart (3), pg 1304 & ¶13(a)-(i)(1)-(6), pgs 1355-1357} 1511-1519

Exhibit 5 – Proof: Documentation verifying the Appellant's Statement of Fact: Re: Rogers Townsend & Thomas, PC., Summons & Complaint on pg 2, ¶ #8 provides additional evidence that the Appellant was not the property owner on October 8th & 9th, in 2007 as stated on Wells Fargo's Exhibits WF00014-26., [5 pgs] - Dated: June 26, 2008 ⇨ {See Vol. IV, Part 2, SOTE, ¶8, Subpart (4), pg 1304} 1520-1524

Exhibit 6 - See Vol. IV, Part 2, SOTE, ¶8, Subpart (5), pg 1304}

Exhibit 7 - See SOTE, ¶8, Subpart (6), pg 1304}

Exhibits 8–14 – Proof: Documentation verifying the Appellant's Statement of Fact: Re: A second appraisal from Wells Fargo Home Mortgage was faxed to the Appellant on February 5, 2008. Exhibits WF00001-26 are the documentation of the evidence of the fraudulent misrepresentations on Jim H. Austin, III's [7-59] Appraisals that were done for the Seller - Thomas Jacobs. Jim H. Austin, III did not appraise 423 Bayne Street on October 7, 8 or 9th in 2007., [7 pgs] - Dated: February 5, 2008 ⇨ {See Vol. IV, Part 2, SOTE, ¶8, Subpart (7), pg 1304 & ¶13(a)(i)(1)-(6), pgs 1355-1357} 1525-1531

Exhibit 15 - See Vol. IV, Part 2, SOTE, ¶8, Subpart (8), pg 1305 & ¶98(a)(7), pg 1434.

Exhibit 16 - See SOTE, ¶8, Subpart (9), pg 1305 & ¶98(a)(8)-(9), pg 1434.

Exhibit 17 - See Vol. IV, Part 2, SOTE, ¶8, Subpart (10), pg 1305.

Exhibit 18 - See SOTE, ¶8, Subpart (11), pg 1305 & ¶43 & Subparts ¶43(a)-(c)(2), pgs 1391-1392.

Exhibit 21 - See Vol. IV, Part 2, SOTE, ¶14 Subparts (1)-(25), pgs 1357-1359.

Exhibit 25 - The same as Wells Fargo's Exhibit. See Vol. V - Part 2, WF00131, pg 1753.

Exhibit 26 Proof: Document from Orangeburg County's Tax Assessor's Office verifying no Central Air is at 423 Bayne Street, no office, patio, or fireplace and the year built 1950., [1 pg] - Dated: January 3, 2008 ⇨ {See SOTE, ¶8, Subpart (13), pg 1306 & CFR § 1731.2(c), ¶4(e)(3), pg 1296} 1532

Exhibit 27 - The same as Wells Fargo's Exhibits. See Vol. V - Part 2, WF00127-28, pgs 1749-1750

Exhibit 29 - See Vol. IV, Part 2, SOTE, ¶8, Subpart (14), pg 1306.

Exhibit 30 - See SOTE, ¶8, Subpart (15), pg 1306.

Exhibit 31 - See SOTE, ¶¶ 99-100(1)-(6), pgs 1435-1436.

Exhibit 32 - See Vol. IV, Part 2, SOTE, ¶8, Subpart (17), pg 1306.

Exhibit 33 - See SOTE, ¶8, Subpart (18), pgs 1306-1307.

Exhibit 34 - See Vol. IV, Part 2, SOTE, ¶8, Subpart (19), pg 1307.

Exhibit 35 - See SOTE, ¶8, Subpart (20), pg 1308.

Exhibit 36 – Proof: Copy of the second letter SCDCA sent the Appellant. This letter has no stamped received date. Unknown to Thomas Jacobs, even though his letter is replete with lies, he inadvertently verified, the Appellant's husband's Statement of Fact that he worked alone to restore 423 Bayne Street to livability after October 9, 2007. Thomas Jacobs also inadvertently verified Jim H. Austin, III's [7-59] Satisfaction Completion Certificate and Appraisals are scam documents that misrepresent material facts., [2 pgs] - No Stamped Date ⇒ {See SOTE, ¶5(b), pg 1300; ¶8, Subpart (21), pgs 1308-1310; Wells Fargo's WF00001-27; 12 CFR § 1731.2(c), SOTE, ¶4(e)(3), pg 1296, 18 USC § 1001(a), ¶89, pg 1420, & Vol. IV, Part 1, Statement of Uncontested Facts, ¶2(b)6), pgs 1127-1128, § 34-3-110 - SC Code of Laws; ¶11, Subparts (1)-(16), pgs 1331-1332 & 18 USC § 1344} 1533-1534

Exhibit 37 – Proof: Letter from David Terrell after the Appellant filed a complaint against him with South Carolina Department of Consumer Affairs (SCDCA). This letter is the first written contact from David Terrell or contact of any kind., [1 pg] - Dated: February 6, 2008 ⇒ {See SOTE, ¶8, Subpart (22), pgs 1310-1311} 1535

Exhibit 38 – The same as Wells Fargo's Exhibit. See WF00121, Vol. V, Part 2, pg 1743 & SOTE, ¶8, Subpart (23), pg 1311.

Exhibit 40 - The same as Wells Fargo's Exhibit. See WF00130, Vol. V, Part 2, pg 1752; SOTE, ¶8, Subpart (24), pg 1311 & ¶66, pgs 1405-1406.

Exhibit 41 - The same as Wells Fargo's Exhibits. See WF00132-133, Vol. V, Part 2, pg 1755 & SOTE, ¶5(n), pg 1201 & ¶8, Subpart (25), pg 1311.

Exhibit 42 - See Vol. IV, Part 2, SOTE, ¶8, Subpart (26), pg 1311 & ¶92, pg 1422.

Exhibit 43 - See SOTE, ¶4(a)-(e)(1)-(5), pgs 1295-1297 & ¶8, Subpart (27), pg 1311.

Exhibit 44 - See SOTE, ¶4(f)-(h), pg 1297 & ¶8, Subpart (28), pg 1311.

Exhibit 45 - The same as Wells Fargo's Exhibit. See WF00120, Vol. V, Part 2, pg 1742; SOTE, ¶4(I)(1)-2(I), pgs 1297-1298 & ¶8 Subpart (29), pgs 1311-1312.

Exhibit 46 - The same as Wells Fargo's Exhibit. See WF00124, Vol. V, Part 2, pg 1746.

Exhibit 47 - The same as Wells Fargo's Exhibits. See WF00125-126, Vol. V, Part 2, pgs 1747-1748; SOTE, ¶8, Subpart (30), pg 1312 & ¶90(a)-(d), pgs 1420-1421.

Exhibit 48 - The same as Wells Fargo's Exhibit. See WF00129, Vol. V, Part 2, pg 1751; Vol. IV, Part 2, SOTE, ¶8, Subpart (31), pgs 1312-1313; ¶26(c), pg 1380 & ¶73(a)-(b)(8), pgs 1410- 1411.

Exhibit 49 – Proof: Letter from David Terrell. In addition to the complaint the Appellant filed against him with SCDCA, it is important to note that this letter arrived after he visited 423 Bayne Street in March of 2008 with his electrician. , [2 pgs] - Dated: May 1, 2008 ⇨ {See Vol. IV, Part 2, SOTE, ¶8, Subpart (32), pgs 1313-1321} 1536-1537

Exhibit 51 - See SOTE, ¶8, Subpart (33), pg 1322.

Exhibit 52 - See Vol. IV, Part 2, SOTE, ¶8, Subpart (34), pg 1322.

Exhibit 53 - See SOTE, ¶8, Subpart (35), pg 1322.

Exhibit 54 - See Vol. IV, Part 2, SOTE, ¶8, Subpart (36), pg 1322.

Exhibit 55 - See SOTE, ¶8, Subpart (37), pg 1323.

Exhibit 56 - See Vol. IV, Part 2, SOTE, ¶8, Subpart (38), pg 1323 & Vol. V, Part 1, Reasons for Opting Out of the Fladell Settlement, ¶¶7-8, pgs 1460-1463.

Exhibit 57 - See SOTE, ¶8, Subpart (39), pg 1323.

Exhibit 58 - See Vol. IV, Part 2, SOTE, ¶8, Subpart (40), pg 1323.

Exhibit 59 - See SOTE, ¶8, Subpart (41), pg 1323.

Exhibit 60 - See Vol. IV, Part 2, SOTE, ¶8, Subpart (42), pg 1323.

Exhibit 61 - See SOTE, ¶8, Subpart (43), pg 1323.

Exhibit 62 - See Vol. IV, Part 2, SOTE, ¶8, Subpart (44), pg 1323.

Exhibit 63 - See SOTE, ¶8, Subpart (45), pg 1323.

Exhibit 64 - See SOTE, ¶8, Subpart (46), pg 1323.

Exhibit 65 – Proof: Worksheet from DAC. According to DAC, the Worksheet is the evidence that verifies and proves the violation of Section 37-23-40(1)-(2) by Wells Fargo. DAC's Financial Worksheet clearly shows the Appellant's monthly debt obligations exceeds 50% of monthly gross income in 2007., [1 pg] - Dated: 6/3/2008 ⇨ {See Vol. IV, Part 2, SOTE, ¶8, Subpart (47), pg 1323} 1538

Exhibit 66 – Proof: Worksheet from ACORN. According to ACORN, this Worksheet is additional evidence that Wells Fargo violated *Section 37-23-40(1)-(2) SC Code of Laws* - ACORN's Financial Worksheet also verifies the Appellant's monthly debt obligations exceeded 50% of monthly gross income in 2007., [4 pgs] - Dated: July 24, 2008. ⇨ {See Vol. IV, Part 2, SOTE, ¶8, Subpart (48), pg 1323} 1539-1542

Exhibit 68 – Proof: “Parties Acknowledgement & Affidavit” - Player Law Firm's Form document verifies Debra C. Galloway could have and should have stopped the closing. There was no Contract of Sale at the closing, no CL-100 wood infestation report completed on the property to review...and..no smoke detector/s were installed at 423 Bayne

Bayne Street. Since the Appellant had never been to a closing, the Appellant followed Debra C. Galloway's instructions to initial and sign. She was the attorney, the Appellant had no reason to believe she would deceive the Appellant or not do what the law and the Player Law Firm required., [1 pg] - Dated: December 21, 2007. ⇨ {See Vol. IV, Part 2, SOTE, ¶8, Subpart (50), pg 1324} 1543

Exhibit 69 – Proof: Second page of the Player Law Firm's - Parties Acknowledgement & Affidavit @ paragraph #7. At the closing, the Appellant had no idea what this meant. Debra C. Galloway told the Appellant to sign it and the Appellant did. The Seller - Thomas Jacobs, and Debra C. Galloway violated..... the **Lead-Based Paint Hazard Reduction Act of 1992**.. the Appellant did not know. However, it was the Seller's and the Closing Agent that should have known. This affidavit is not properly dated or notarized., [1 pg] - Dated: December 21, 2007 ⇨ {See Vol. IV, Part 2, SOTE, ¶8, Subpart (51), pg 1324-1325 & 24 CFR Part 35 – Subpart A, SOTE, pg 1336} 1544

Exhibit 70 – Proof: Copy of letter from Debra C. Galloway that reportedly notified Wells Fargo the loan was in dispute., [4 pgs] - Dated: February 14, 2008 ⇨ {See Vol. IV, Part 2, SOTE, ¶19(f), Subparts (2) & (5), pgs 1369-1370} 1545-1548

Exhibit 72 – Proof: Copy of Worksheet from WELLS FARGO. Wells Fargo's own Worksheet also verifies the Appellant's monthly debt obligations exceeded 50% of gross monthly income in 2007. These debts and expenses were excluded from Wells Fargo's and Golden Gate Mortgage, Inc.'s loan application., [1 pg] - Dated: May 14, 2008 ⇨ {See Vol. IV, Part 2, SOTE, ¶8, Subpart (49), pg 1321 & Vol. V, Part 2, Reasons for Opting Out of the Fladell Settlement, ¶6, Subpart (4), pg 1447} 1549

Exhibit 85 - Not included due to limited financial resources for this appeal, however, for a description see **Exhibit 245**, Affidavit of George M. Sistrunk Background and History The Signed Broker's Agreement, ¶¶15 & 16, pg 256}

Exhibit 110 - Proof: Faxed letter from Wells Fargo, Re: Acc. #0174072777. Notification that correspondence will be destroyed., [1 pg] - Dated: July 15, 2008 ⇨ {Also see a similar message in Vol. I, Part 2, **Exhibit 378**, Dorothy Sistrunk's Affidavit of Facts & Truth Regarding Debra C. Galloway & Stephanie Hammond at the Closing on December 21, 2007 at the Player Law Firm; 1415 Broad River Rd, Columbia, SC 29210 & Other Pertinent Material Matters, ¶62, pgs 316-317} 1550

Exhibit 113 – Proof: Cannot include the house, 423 Bayne Street. However any Judge or Jury can verify the deterioration that was excluded on Jim H. Austin, III's #7-59 Appraisals. {See Wells Fargo's Exhibits, WF00001-26} Jim H. Austin, III {WF00078} did not appraise 423 Bayne St., on October 7th, 8th or 9th in 2007 and misrepresented material facts., {See Vol. I, Part 1, Amendment to Answer to Complaint, ¶¶119-XIII – 134-XIII, pgs 110-117 & Vol. V, Part 1, Reasons for Opting Out of the Fladell Settlement, ¶¶12-15, pgs 1446-1474}

Exhibit 115 - See SOTE, ¶8, Subpart (52), pg 1325 & Vol. III, Opposition to Summary Judgment, ¶6, pg 867.

Exhibit 117 - See Vol. IV, Part 2, SOTE, ¶8, Subpart (53), pg 1325.

Exhibit 119 - See Vol. III, Objections to Motion for Sanctions, ¶¶1-9(B), pgs 801-806.

Exhibits 140 - 141 - Proof: Copy of Contract of Sale without forged initials that was sent by Janet Frotscher in June of 2008. Compare this Contract of Sale with Wells Fargo's WF00028-29 – that came from Nelson Mullins Riley & Scarborough, LLP in late Oct., or early Nov. of 2008. Both come from Wells Fargo. [2 pgs] - Dated: 11/26/07. Notation, Dated: 5/25/2014 ⇨ {See SOTE, ¶8, Subpart (54), pg 1325 & Vol. V, Part 1, Reasons for Opting Out of the Fladell Settlement, ¶¶18-27(1)-(3), pgs 1490-1493} 1551-1552

Exhibit 152 – Proof: Document verifying the Appellant did file a complaint with SCDCA against Wells Fargo Bank on May 16, 2008. [2 pgs] - Dated: May 19, 2008 ⇨ {See Vol. IV, Part 2, SOTE, ¶8, Subpart (55), pg 1325} 1553-1554

Exhibit 165 - See Vol. IV, Part 2, SOTE, ¶8, Subpart (56), pg 1325.

Exhibit 166 – Proof: Verifying the Appellant's Statement of Fact that it was her husband that contacted GreenPath Debt Solutions during the Stay/TRO and not Wells Fargo or attorneys James H. Burns or Elizabeth Scott Moise. [3 pgs] - Dated: 10/26/2009 ⇨ {See Vol. IV, Part 2, SOTE, ¶8, Subpart (57), pg 1325} 1555-1557

Exhibit 169 – Proof: Documentation supporting the Appellant's Statement of Fact: Re: Wells Fargo, along with attorneys James H. Burns and Elizabeth Scott Moise were filing Bogus Case Status Updates during the Stay/TRO. Copy of Green Path's Facsimile Coversheet to WFHM for HMP loan modification., [1 pg]- Dated: 11/20/09 ⇨ {See, Vol. III, Objection to Motion For Sanctions, ¶¶32(A)-(H), pgs 17-18} 1558

Exhibit 170 – Proof: Documentation supporting the Appellant's Statement of Fact: Re: Wells Fargo, along with attorneys James H. Burns and Elizabeth Scott Moise were filing Bogus Case Status Updates during the Stay/TRO. Copy Green Path's Final Instructions for completing Wells Fargo's loan modification package and Financial Worksheet., [2 pgs] - Dated: 11/20/09 ⇨ {See Exhibit 198} 1559-1560

Exhibit-173 – Proof: Documentation supporting the Appellant's Statement of Fact: Re: Wells Fargo, along with attorneys James H. Burns and Elizabeth Scott Moise were filing Bogus Case Status Updates during the Stay/TRO. Copy of GreenPath's letter to George M. Sistrunk for Contact, Budget, Household Expenses and the proposed settlement of reducing the mortgage amount to the value of the unfinished home., [3 pgs] - Dated: 11/26/09 ⇨ {Also See Vol. II, Part 2, Defendant Objects to Motion to Compel, ¶¶44-45(B), pg 717} 1561-1563

Exhibit 178 - Not included due to limited financial resources for this appeal.

Exhibits 179-180 – Proof: Documentation supporting the Appellant's Statement of Fact: Re: Wells Fargo, along with attorneys James H. Burns and Elizabeth Scott Moise were filing Bogus Case Status Updates during the Stay/TRO. GreenPath documents to use in Wells Fargo's Affordable Home Modification Plan, along with a handwritten description of the Mortgage Fraud associated with mortgage loan 0174072777., [3 pgs] - Dated: 12/10/09. 1564-1566

Exhibit 184 - Not included due to limited financial resources for this appeal.

Exhibit 193 – Proof: Letter from Ben Windust, Senior Vice President at Wells Fargo Home Mortgage with Untrue Statements about the Appellant's loan modification., [2 pgs] - Dated: 6/21/10 ⇨ {Review Exhibits 65 & 66} 1567-1568

Exhibit 196 – Proof: Fax to Ben Windust with evidence that documented his statements were not true., [1 pg] - Dated: 07-09-2010 ⇨ {Review Exhibit 72} 1569

Exhibit 198 - Proof: Ben Windust notified the Appellant the mortgage loan could not be modified. Ben Windust also misstated facts. There were no other liens on 423 Bayne Street in 2007., [2 pgs] - Dated: 08/06/10 {See SOTE, ¶19(c)(2)(B), pg 1366} ...1570-1571

Exhibit 199 - See Vol. IV, Part 2, SOTE, ¶2(a), pg 1292.

Exhibit 200 - Not included due to limited financial resources for this appeal.

Exhibit 202 - See SOTE, ¶2(c), pgs 1293-1294.

Exhibit 204 - Not included due to limited financial resources for this appeal, however, for a description see Statement of Uncontested Facts, ¶9, pgs 14-15.

Exhibit 209 - Not included due to limited financial resources for this appeal.

Exhibit 210 - Not included due to limited financial resources for this appeal.

Exhibit 211 - Not included due to limited financial resources for this appeal.

Exhibit 212 - See Vol. III, Opposition to Summary Judgment, ¶¶97-98, pgs 897-898.

Exhibit 218 - Proof: Attorney Moise's letter verified the Appellant's Statement of Fact that Wells Fargo did not have a policy, process and/or procedure for settling a 'Fraudulent, Loan, Note & Mortgage', [2 pgs] - Dated: 6/29/2011 ⇨ {See Vol. III, Objection to Plaintiff's Memorandum filed on Dec. 16, 2011, ¶IV & Subparts ¶IV(A)-(D), pgs 750-751} 1572-1573

Exhibit 219 - Not included due to limited financial resources for this appeal.

Exhibit 226 – Proof: Attorney Elizabeth Moise false statements in "Wells Fargo Bank N.A.'s Responses to Request for Discovery", on page 3, Response to 10. (A), sentence #2., the Appellant never sent Wells Fargo any documents and Golden Gate Mortgage, Inc., did not broker any loan for the Appellant., [3 pgs] - Filed: October 15, 2008. ⇨ {See Vol. IV, Part 2, SOTE, ¶19(g), pgs 1370-1371} 1574-1576

Exhibit 228 - Proof: Attorney James H. Burns' false statements under BACKGROUND, in ¶2, sents., 1 & 2, in his Wells Fargo's Motion for Protective Order. Golden Gate Mortgage, Inc., did not broker any loan for the Appellant and the Appellant never had a dispute with the Seller after the closing. The loan was brokered by Thomas Jacobs and the Appellant has not seen the Seller since Dec. 21, 2007., [2 pgs] - Dated: Oct. 31, 2008 ⇨ {See Vol. IV, Part 2, SOTE, ¶19(e), pgs 1368-1369} 1577-1578

Exhibit 229 – Proof: Attorney Elizabeth Scott Moise's false statement and false accusation in her Wells Fargo's Reply to Defendant's First Amendment to Answer to Complaint with Counterclaims, ¶119, sent. #2, on pg 15, the Appellant never sent Wells Fargo any documents. 0174072777 is a brokered loan. Therefore, the Appellant could not have sent Wells Fargo any documents., [3 pgs] - Filed: October 15, 2008. ⇨ {Also See, Vol. IV, Part1, Statement of Uncontested Facts, ¶2(e)-(f), pgs 1130-1131}**1579-1581**

Exhibit 230 – Proof of Surgical Procedure: This is why the Appellant's husband was home 24/7 during the Stay/TRO., [1 pg] - Dated: 6/8/07.**1582**

Exhibit 231 - Proof: Leave from work to stay with sick son at hospital from Oct. 1, 2007 - Oct. 13, 2007. The Appellant and the Appellant's son were discharged on October 10, 2007., [1 pg] - Dated: 10/15/07.**1583**

Exhibit 236 – Proof: Documented evidence the Appellant was not the property owner of 423 Bayne Street on October 8 or 9, 2007 as stated on Appraisal 7-59 - WF00014-26., [1 pg] - Dated: 2 January 2008 {SOTE, ¶8, Subpart (15), pg 1306 & Vol. V, Part 1, Reasons for Opting Out of the Fladell Settlement, ¶6, Subpart 11(B), pg 1449}**1584**

Exhibit 255 – Proof: Judge Goodstein LIED and omitted facts on her "Order Granting Plaintiff's Motion to Compel Discovery, Issuing Stay, and Granting Motion for Continuance", in ¶2. Judge Goodstein did not consider any arguments, pleadings or objections from the Appellant and omitted the fact the witness was also present, even though he was not allowed to speak or present any evidence at the hearing on 12/06/11., [2 pgs] - Dated: 3/7/2012 ⇨ {See Vol. I, Part 1, **Exhibit 255**, pgs 35-36}

Exhibit 297 - Proof: In the Appellant's Answer to Complaint, the Appellant's Defensive Pleading is **Defraud** or **Swindle**, with falsified documents and not fraud., [16 pgs] - Filed: July 18, 2008 ⇨ {See, Vol. I, Part 1, Answer to Complaint, pgs 68-71}

Exhibit 303 - Proof: Rule 36(c), SCRPC allows for more than 20 admissions by leave of court and for "Good Cause" shown. In addition, Judge Goodstein LIED on the "Protective Order" in ¶1, Sent. #3, on pg 1. There were no genuine oral arguments, no evidence was presented to refute the Appellant's **Statements of Fact** that Wells Fargo's filed documents were falsified, forged, altered and GoldenGate Mortgage did not broker any loan and Attorney Burns misstated facts and made false statements in his filed argument., [2 pgs] - Dated: Nov. 24, 2008. {See **Exhibit 303**, Vol. I, Part 1, pg 28}

Exhibit 326 - Proof: Judge Goodstein violated Rule 30(b)(2), SCRPC. Letter from Judge Goodstein to attorney/s and the Appellant. Dated: March 13, 2014. Re: Summary Judgment Motion - The Appellant was not represented by counsel during the deposition, therefore, the deposition could not used against the Appellant. In addition, the deposition was not reviewed or signed by the Appellant. ⇨ {See SOTE, ¶44, pgs 103-104} Judge Goodstein misread the Appellant's Answer. The Appellant's Defensive Pleading was not based on accusing Wells Fargo of fraud. It is based on **Defrauding** or **Swindling** with the falsified, forged, altered and unauthorized documents of 2nd and/or 3rd parties, i.e., the Seller, Broker, the Appraiser, the Player Law Firm and Wells Fargo's own employees. [2 pgs] - Dated: March 13, 2014., ⇨ {See Vol. IV, Part 2, SOTE, ¶18, pgs 1362-1364 & **Exhibit 297**, Answer to Complaint, pgs 68-71}**1585-1586**

Exhibit 328 - Not included due to limited financial resources for this appeal.

Exhibit 329 - Proof: Judge Goodstein's signed "Order Granting Partial Summary Judgment" that was drafted by Nelson Mullins Riley & Scarborough, LLP, is replete with mischaracterized facts, false statements, misrepresented facts, and an outright lie on pgs. ⇨ {See SOTE, ¶¶43(a)-(c)(1)-(13), pgs 101-103; & ¶¶49-55, pgs 108-111} No attorney attended the closing with the Appellant on December 21, 2007, the Appellant's husband did not contact Thomas Jacobs about houses he had for sale, there were no negotiations to purchase 423 Bayne Street, Wells Fargo was advised concerning Thomas Jacobs', the Broker's, the Appraiser's and the Player Law Firm's misrepresentations and there is evidence verifying Wells Fargo's participation in the Mortgage Fraud [7 pgs] - Dated: 3-27-2014 ⇨ {See **Exhibit 329**, Vol. 1, Part 1, pgs 39-45 & SOTE, ¶12, Subparts (3)-(6), pgs 1334-1336}

Exhibit 330 - Proof: Brian A. Calub's misrepresentation of facts on pg 1, under INTRODUCTION, in ¶1, in his "Plaintiff's Memorandum in Support of Motion for Continuance and Scheduling Order". The seller never gave the Appellant an appraisal., [2 pgs] – Dated: Dec. 5, 2011 ⇨ {Vol. IV, SOTE, Part 1, ¶19(d), pgs 1367-1368}**1587-1588**

Exhibit 331 - Proof: Attorney Calub repeated the same intentional misstatement of fact in his "Plaintiff's Motion for Sanctions", on page 1, in ¶ 1, under INTRODUCTION, the seller never gave the Appellant an appraisal., [2 pgs] - Dated: May 15, 2012 ⇨ {See, SOTE, ¶19(d), pgs 1367-1368}**1589-1590**

Exhibit 332 - Proof: Attorney James H. Burns' filed false statements and misstated facts in his "Plaintiff Wells Fargo Bank, N.A.'s Motion for Summary Judgment". The Appellant never ever said the Seller and Appraiser conspired to mislead her. {See SOTE, ¶9(f), pgs 37-38} Certain repairs and other improvements to 423 Bayne Street were not done, therefore, the sale price for the home would be reduced at the closing and any contract for an unrepaired 423 Bayne Street would be cancelled. The Seller has not denied this statement in 6 years, not even in his letters to SCDCA. [26 pgs] – Dated: June 27, 2013., ⇨ {See **Exhibit 332**, Vol. 1, Part 2, pgs 198-223}

Exhibit 333 - Not included due to limited financial resources for this appeal.

Exhibit 334 - Proof: Elizabeth Scott Moise LIED in her Case Status Update. The Massive Filing Fraud - Wells Fargo did not attempt to contact Defendant Dorothy Sistrunk to speak with her about eligibility and the Appellant; at no time, refused to speak with Wells Fargo. Wells Fargo made no future attempt to contact the Appellant during the Stay/TRO. Contact was initiated by the Appellant's husband with Green GreenPath in October of 2009., [2 pgs] - Dated: June 15, 2009. ⇨ {See, Vol. IV, Part 2, SOTE, ¶19(c), pgs 1365-1366; Vol. V, Part 1, Reasons for Opting Out of the Fladell Settlement, ¶¶16-17, pgs 1475-1480 & Exhibits 166-173}**1591-1592**

Exhibit 335 - Proof: James H. Burns LIED in his Case Status Update. The Massive Filing Fraud - Wells Fargo did not attempt to contact Defendant Dorothy Sistrunk to speak with her about eligibility and according to Ben Windust {Review Exhibit 198} the Appellant's loan was not under review for modification. Wells Fargo made no future at-

tempt to contact the Appellant during the Stay/TRO. Contact was initiated by the Appellant's husband with GreenPath in October of 2009., [2 pgs] - Dated: August 17, 2009
⇒ {Review Exhibits 166-173} 1593-1594

Exhibit 336 - Proof: James H. Burns LIED in his Case Status Update. **The Massive Filing Fraud** - Wells Fargo did not attempt to contact Defendant Dorothy Sistrunk to speak with her about eligibility and according to Ben Windust {Review Exhibit 198} the Appellant's loan was not under review for modification. Wells Fargo did not contact the Appellant during the Stay/TRO. The Appellant's husband contacted GreenPath in Oct. of 2009., [2 pgs] - Dated: 11/16/09 ⇒ {See Vol. IV, Part 1, Statement of Uncontested Facts, ¶43(f)-(g), pgs 1181-1183 & Review Exhibits 166-173} 1595-1596

Exhibit 337 - Proof: Attorney James H. Burns LIED in his Case Status Update. **The Massive Filing Fraud** - According to Ben Windust {Review Exhibit 198} the Appellant's loan was never reviewed for modification. Wells Fargo did not contact the Appellant during the Stay/TRO. The Appellant's husband contacted GreenPath in October of 2009., [2 pgs] - Dated: January 21, 2010 {Review Exhibits 166-173} 1597-1598

Exhibit 338 - Proof: James H. Burns LIED in his Case Status Update. **The Massive Filing Fraud** - According to Ben Windust {See Exhibit 198} the Appellant's loan was not under review for modification. Wells Fargo did not contact the Appellant during the Stay/TRO. The Appellant's husband contacted GreenPath in October of 2009., [2 pgs] - Dated: June 15, 2010 {Review Exhibits, 166-173} 1599-1600

Exhibit 339 - Proof: James H. Burns LIED in his Case Status Update. **The Massive Filing Fraud** - According to Ben Windust {See Exhibit 198} the Appellant's loan was not under review for modification. Wells Fargo did not contact the Appellant during the Stay/TRO. The Appellant's husband contacted GreenPath in October of 2009. [2 pgs] - Dated: December 20, 2010., {Review Exhibits 166-173} 1601-1602

Exhibit 340 - Proof: James H. Burns LIED in his Case Status Update. **The Massive Filing Fraud** - According to Ben Windust {Exhibit 198} the Appellant's loan was not under review for modification. Wells Fargo did not contact the Appellant during the Stay/TRO. The Appellant's husband contacted GreenPath in October of 2009. [2 pgs] - Dated: April 4, 2011., {Review Exhibits 166-173} 1603-1604

Exhibit 342 - Proof: Attorney James H. Burns LIED in his Certification of Compliance with Administrative Order 2011-05-02-01 on pg 3, ¶ 1, Sent. #2. The evidence shows the Appellant did send Wells Fargo documents and records for loan modification. {See Exhibits 65, 66, 72; Exhibits 166-173; Exhibits 179-180 and Exhibits 193-202} **Exhibit 342** is also additional evidence of Judge Goodstein's failure to investigate the **Massive Filing Fraud** of Wells Fargo, James H. Burns and Elizabeth Moise., [4 pgs] - Dated: 8/1/2011 ⇒ {See Vol. IV, Part 1, SOTE, ¶19(a), pg 1364} 1605-1608

Exhibit 343 - Proof: Amanda Weatherly, demonstrated she had no personal knowledge relative to the Appellant's "Fraudulent" loan, note and mortgage and documented Wells Fargo maintained a verified **Mortgage Fraud** and an illegal loan transaction as an active account in her "Affidavit in Support of Wells Fargo's Motion for Summary Judgment".

[3 pgs] - Dated: June 4, 2013 ⇨ {See Vol. V, Part 1, Reasons for Opting Out of the Fladell Settlement, ¶¶12-15, pgs 1466-1471}

Exhibit 344 - Proof: A second letter was sent to John G. Stump, CEO, President & Chairman of the Board of Wells Fargo Bank, N. A., notifying him of the Mortgage Fraud associated with loan #0174072777. {Exhibit 210 – not included to lower the cost of this appeal) The letter was sent as Certified Mail #7013 1090 0001 8675 0884. {See Exhibit 345} [1 pg] - Dated: January 27, 2014. 1609

Exhibit 345 - Proof: Wells Fargo's Legal Department & President & CEO – John G. Stump were notified of the Mortgage Fraud associated with loan No. 0174072777. [5 pgs] - Dated: January 27, 2014. ⇨ {Vol. IV, Part 2, SOTE, ¶4(e)(1)-(5), pgs 1294-1295 & Vol. IV, Part 1, Statement of Uncontested Facts, ¶19, pg 1155} 1610-1614

Exhibit 346 - Proof: "South Carolina Notary Public Reference Manual" in Chapter 2, @ #6, prohibits notarizing documents when and if the signer is not in the presence of the Notary. {**Exhibit 378**, Dorothy Sistrunk's Affidavit of Facts & Truth Regarding Debra C. Galloway & Stephanie Hammond at the Closing on December 21, 2007 at the Player Law Firm; 1415 Broad River Rd, Columbia, SC 29210 & Other Pertinent Material Matters, ¶¶ 6-48, pgs 313-315} [2 pgs] - Year: 2012. 1615-1616

Exhibit 347 - Documentation from "The Notary" that clearly states on page 3, "False Notarizations in Some Cases Can Be Serious Federal Crimes." Debra C. Galloway and Stephanie Hammond Falsely Certified Wells Fargo's mortgage on December 21, 2007., [4 pgs] - Year: Jan./Feb. of 2007. 1617-1620

Exhibit 348 - Document verifying Debra C. Galloway and Stephanie Hammond violated the guiding principles of being a notary by Falsely Certifying Wells Fargo's mortgage on December 21, 2007., [2 pgs] - Not Dated: ⇨ {See Statement of Uncontested Facts, ¶12 (a)(1)-(4), pgs 27-28} 1621-1622

Exhibit 350 - Not included due to limited financial resources for this appeal.

Exhibit 358 - Not included due to limited financial resources for this appeal.

Exhibit 378 - Located in Volume 1 - Part 2, see Depositions & Affidavits, pgs 312-318.

Exhibit 379 - Located in Volume 1 - Part 2, see Depositions & Affidavits, pgs 319-336.

Exhibits 380-390 - Located in Volume 1 – Part 1 under Orders, Judgments.

STATE OF SOUTH CAROLINA
COUNTY OF ORANGEBURG

Wells Fargo Bank, N.A.,

Plaintiff,

Vs.

Dorothy Sistrunk

Defendant,

) IN THE COURT OF COMMON PLEAS
) FIRST JUDICIAL CIRCUIT
)

) Civil Action Case No. **2008-CP-38-1024**
)

) **DEFENDANT DOROTHY SISTRUNK'S**
) **REASONS FOR OPTING OUT OF THE**
) **FLADELL SETTLEMENT AND FILED**
) **WITH THE UNITED STATES**

) **DISTRICT COURT FOR THE**
) **SOUTHERN DISTRICT OF FLORIDA**
) **RE: CASE NO. 0:13-cv-60721-(FAM)**

) **Began: July 4, 2014 Filed: July 28, 2014**
)

Comes now the Defendant, Dorothy Sistrunk, to file her *Reasons for Opting Out of the Fladell Settlement*. The *Fladell Settlement* arrived on Wednesday, June 25, 2014, The Settlement is dated June 19, 2014 and its eight (8) pages are identified as my Exhibit 353.

I. CIVIL ACTION CASE 2008-CP-38-1024; IS A PRECEDENT SETTING CASE NOT A PRECEDENT FOLLOWING CASE

A. Judges and attorneys operating at any level of English, American or in any other country's legal system will not find any [one] case that has all the various frauds that can be found in Case 2008-CP-38-1024.

1. **Reason #1 for Opting Out of the Fladell Settlement:** My case; 2008-CP-38-1024, is the legal embodiment, actuality and reality of the greed, corruption and lawlessness that crept into the investment banking, banking, loan servicing and home mortgage industry in this decade.

(a) **First:** Loan #0174072777 was brokered by an unlicensed seller – Thomas Jacobs. There is no mentioning of illegal brokering in the Fladell Settlement. In addition, allegations of brokering by an unlicensed seller are not found in over 5,000 mortgage foreclosure cases my husband has reviewed in the past 6 years. My husband does the research for my pleadings.

(b) **Second:** Based on the allegations and settlement relative to the complaint, I must opt out of the Fladell Settlement because there are no allegations of fraudulent broker, seller and appraiser misconduct similar to.. or.. identical to Case 2008-CP-38-1024. For example, unlike the brokered foreclosure loans my husband has reviewed for relevant case law, in my case, there is no

evidence the so-called broker – Goldengate Mortgage/David Terrell actually brokered a loan. There are no meeting records or office visit/s records, there are no references to telephone conversations, emails sent and received, faxes, memos or notifications sent and received or... any other correspondence sent and received. There are no affidavits, interrogatories, testimony, admissions, depositions, certified documents or any other supporting exhibit/s that can or will dispute, refute, deny, contest, controvert or disprove my *Sworn Statement of Fact*, that Goldengate Mortgage did not broker loan 0174072777. It was the seller and owner – Thomas Jacobs – that provided the paperwork for Wells Fargo’s mortgage loan.. and may have submitted it himself as Golden Gate Mortgage, Inc. In addition, there are eyewitnesses if they try to lie.

(1) My Counterclaim XXVI – Wells Fargo Is Complicit In Violating Section 40-58-30(A) & (B) – SC Code of Laws has never been contested in 6 years. After Wells Fargo was duly notified by phone and in written correspondence {*My Filed Exhibits 4-64 Will Be Sent If Needed*} about the illegal brokering activity of the Seller with help from the Appraiser and Goldengate; and... after all the facts were known....Wells Fargo maintained the loan and still tried to collect on a loan transaction that was obtained in violation of South Carolina law. {*Wells Fargo’s Filed Exhibits WF00120-130 Will Be Sent if Needed for the Fairness Hearing*}

(A) § 40-58-30(A) clearly states in relevant parts... “[A] person may not act as a mortgage broker in this State without first being licensed with the administrator. A person, required to be licensed pursuant to this chapter, may not do business without a license under any name or title, or circulate or use advertising, including which indicates or reasonably implies activity within the scope of this chapter; unless that person has a license.”

(B) § 40-58-30(B) clearly states in pertinent parts;“It is unlawful for a person to employ, to compensate, or to appoint as its agent a loan originator unless the loan originator is licensed pursuant to this chapter.”

(2) Pursuant to Rule 56(e), SCRPC, I have produced facts and evidence that negate all of Wells Fargo’s facts of a legally brokered loan. By affidavit and/or admissions on file, I have proven Wells Fargo’s material facts are based on falsified values and fraudulent misrepresentations of material facts. ITT Commercial Finance v. Mid-America Marine, 854 S.W.2d 371, 376; at 381 (Mo.banc 1993). More than enough evidence exists in the Records of my case to cancel Wells Fargo’s illegally brokered loan, home improvement and mortgage fraud, a loan closed in violation of 24 CFR Part 35-Subpart A, a loan approved with an unauthorized credit report; a violation of 15 USC 1681n(a), and an illegal predatory lending scheme; a violation of § 37-23-40(1)-(2) – SC Code of Laws.

(3) “[A] "genuine issue" exists where the record contains competent materials that evidence two plausible, but contradictory, accounts of the essential facts.” ITT Commercial Finance v. Mid-America Marine, *Id.* at 382; and “[A] "genuine issue" is a dispute that is real, not merely argumentative, imaginary or frivolous.” ITT Commercial Finance v. Mid-America Marine, 854 S.W.2d 371, 376

2. **Reason #2 for Opting Out of the Fladell Settlement:** In addition to no foreclosure cases, or the Fladell Settlement...referencing an unlicensed seller...brokering mortgage loans with paperwork similar to a licensed broker....there are no case histories of a major bank; like Wells Fargo, being duly notified of fraudulent misrepresentations, forgery, misstatement of fact, deceit, deception, errors, omissions, non disclosure of material facts and a **Conspiracy to Defraud** by a Broker, Seller & an Appraiser and the bank still maintained the loan, perpetuated the fraud and did not contact an appropriate law enforcement authority. Wells Fargo’s actions relative to loan #0174072777 are unprecedented. We filed complaints with South Carolina’s Department of Consumer Affairs (SCDCA), the Office of the Comptroller of the Currency (OCC), and Orangeburg’s Public Safety Department (OPSD); that said; “This is over our heads contact the FBI.” We did in February of 2008. The FBI’s field office in Columbia, South Carolina told us to contact Wells Fargo. If we wanted to file a report anyway, we had to come to Columbia. Since Wells Fargo had already been notified, there was no need for us to engage in any more futility.

(1) "[I]n order to establish a conspiracy, evidence, either direct or circumstantial, must be produced from which a party may reasonably infer the joint assent of the minds of two or more parties to the prosecution of the unlawful enterprise." Cowburn, 366 S.C. at 49, 619 S.E.2d at 453. "[C]onspiracy may be inferred from the nature of the acts committed, the relationship of the parties, the interests of the alleged conspirators, and other relevant circumstances." Moore v. Weinberg, 373 S.C. 209, 228, 644 S.E.2d 740, 750 (Ct. App. 2007). "[B]ecause civil conspiracy is 'by its very nature covert and clandestine,' it is usually not provable by direct evidence." Id. (quoting Island Car Wash, Inc. v. Norris, 292 S.C. 595, 601, 358 S.E.2d 150, 153 (Ct. App. 1987)).

(2) "[T]he tort of civil conspiracy has three elements: (1) a combination of two or more persons, (2) for the purpose of injuring the plaintiff, and (3) causing plaintiff special damage." Hackworth v. Greywood at Hammett, LLC, 385 S.C. 110, 115, 682 S.E.2d 871, 874 (Ct. App. 2009). "[T]he gravamen of the tort is the damage resulting to plaintiff from an overt act done pursuant to a common design." Id. "Because the quiddity of a civil conspiracy claim is the damage resulting to the

plaintiff, the damages alleged must go beyond the damages alleged in other causes of action." *Pye v. Estate of Fox*, 369 S.C. 555, 568, 633 S.E.2d 505, 511 (2006).

3. **Reason #3 for Opting Out of the Fladell Settlement:** Unlike C.A. Case 2008-CP-38-1024, there is no mentioning of Wells Fargo using an unauthorized credit report to approve a loan. My husband has not been able to find a single foreclosure case history where a major bank used an unauthorized credit report to approve a residential mortgage loan with full knowledge and intent. {*Wells Fargo's Filed Exhibits WF00065-73 Are Available Upon Request and Will Be Sent If Needed for the Fairness Hearing on September 18, 2014*}

4. **Reason #4 for Opting Out of the Fladell Settlement:** Unlike C.A. Case 2008-CP-38-1024, there is no mentioning of Wells Fargo's personnel resorting to accusing the buyer of being the seller. My husband has not been able to find a single foreclosure case history where bank personnel resorted to LYING on the buyer in order to maintain the legitimacy of an illegally brokered loan, a home improvement and mortgage fraud, a loan closed in violation of state and federal laws that is based entirely on falsified, forged, altered and/or unauthorized supporting documents. {*Wells Fargo's Filed Exhibits WF00001-38; WF00120 & 125 Are Available Upon Request and Will Be Sent if Needed for the Fairness Hearing on September 18, 2014*}

(1) *Miles v. Perpetual Savings & Loan*, 58 Ohio St. 2d 97 (1979) "[M]oreover, it should be axiomatic that parties who directly benefit from and knowingly participate in a transaction tainted with fraud or deceit, who are under a duty to disclose their knowledge and fail to do so, are liable for damages directly and proximately resulting from their silence." See 37 *American Jurisprudence* 2d 571, Section 421; *Saporta v. Barbagelata* (1963), 220 Cal.App.2d 463, 33 Cal.Rptr. 661

(2) *Mlynarik v. Bergantzel*, 675 N.W.2d 584, 587 (Iowa 2004) ("[W]e have noted the purpose of [the non-enforcement rule] 'is to deter future misconduct by denying relief to one whose losses were substantially caused by his own fraud or illegal conduct.'" (quoting *Gen. Car & Truck Leasing Sys., Inc. v. Lane & Waterman*, 557 N.W.2d 274, 279 (Iowa 1996))).

(3) *Lefebvre Intergraphics v. Sander Machine, Inc.*, 946 F.Supp. 1358, 1369 (N.D. Ill. 1996); *Mother Earth Ltd. v. Strawberry Camel, Ltd.*, 390 N.E.2d 393, 406, *aff'd on other grounds*, 424 N.E.2d 758 (Ill. App. Ct. 1979) (holding "terms of contract are irrelevant to claim of fraud").

(4) “[W]here a claim requires proof of intent to defraud, knowledge of the fraud can be shown where the defendant had information but “failed to inquire further because he was afraid of what the inquiry would yield. Willful blindness is knowledge enough.” Louis Vuitton S.A. v. Lee, 875 F.2d 584, 590 (7th Cir. 1989) (trademark infringement by selling counterfeit goods); United States v. Campbell, 977 F.2d 854, 857 (4th Cir. 1992) (“A defendant is willfully blind when he ‘purposefully and deliberately contrive[s] to avoid learning all the facts.’”)

(5) See Jackson v. S. Holland Dodge, 755 N.E2d 462, 466 (2001); Cumis Ins. Soc’y, Inc. v. Peters et al., 983 F. Supp. 787, 794 (N.D. Ill. 1997) (holding under Illinois law defendant is liable if he “either knowingly participated in the fraud or knowingly accepted the fruits of the fraudulent conduct”); Hearthside Baking Co., Inc. v. Maurice Lenell Cookie Co., 402 B.R. 233, 251 (Feb. 27, 2009); King v. Oxford, 282 S.C. 307, 312, 318 S.E.2d 125, 128 (Ct. App. 1984).

5. **Reason #5 for Opting Out of the Fladell Settlement:** There is no reference to an attorney not notifying a lender of fraudulent conduct and misrepresentations of material facts...like in my case. My husband has not been able to find a single foreclosure case history where the closing attorney was notified of the seller’s fraudulent representations and refused to notify the lender to cancel funding before the loan became mired in fraud, deceit and deception.

(1) From Miles v. Perpetual Savings & Loan, 58 Ohio St.2d 97 (1979) “[R]e-statement of Torts 2d 119, Section 551, subsections (1) and (2), states, in essence, that ‘[a] party is under a duty to speak, and therefore liable for non-disclosure, if the party fails to exercise reasonable care to disclose a material fact which may justifiably induce another party to act or refrain from acting, and the non-disclosing party knows that the failure to disclose such information to the other party will render a prior statement or representation untrue or misleading.’ See Restatement of Torts 2d, at Comment h to subsection 2(c) and Illustrations 1 and 2, at page 122; cf. Equitable Life Ins. Co. of Iowa v. Halsey, Stuart & Co. (1941), 312 U.S. 410; Fruit Dispatch Co. v. Wolman, (1925), 124 Me. 355, 128 A. 740.”

(2) “[O]ne of the interests protected by the law of deceit is ‘the interest in formulating business judgments without being misled by others’ into making unwise decisions which result in financial loss.” Fleming & Gray, Misrepresentation, Part I, 37 Maryland L. Rev. 286-287 (1977). “[I]t is well established that an action for fraud and deceit is maintainable not only as a result of affirmative misrepresentations, but also for negative ones, such as the failure of a party to a transaction to fully disclose facts of a material nature where there exists a duty to speak. Prosser on Torts (4 Ed. 1971) 695-696, Representation and Nondisclosure, Section 106; 37 American Jurisprudence 2d 197-201, Fraud and Deceit, Sections 144 and 145; Barder v. McClung (1949), 93 Cal.App.2d 692, 697, 209 P.2d 808.”

(3) “[C]losing agents are primarily the agents of the lender.” Newman v. 1st 1440 Investment, Inc., No. 89 C 6708, 1993 U.S. Dist. LEXIS354, at n. 12 (N.D. Ill. Jan 14, 1993); Cowen v. Bank United of Texas, FSB, 70 F.3d 937, 942 (7th Cir. 1995)

("The title company in this case was wearing two hats. Primarily it was an insurance company, with its own interest in removing the prior liens. In this respect it was a principal in the transaction. It was also the closing agent, which means that it was the agent of the bank. Sibley v. Fed. Land Bank, 597 F.2d 459, 462-63 (5th Cir.1979)") Wells Fargo is deemed present at the closing through the Player Law Firm. Therefore, the knowledge of the Player Law Firm is attributable to Wells Fargo if the Player Law Firm had actual or constructive knowledge of fraudulent conduct. Triple A Mgmt. Co., Inc. v. Frisone, et al., 81 Cal. Rptr. 2d 669, 679 (Cal. Ct. App. 1999); Capitol Indem. Corp. v. Stewart Smith Intermediaries, Inc., 593 N.E.2d 872, 877 (Ill. App. Ct. 1992).

(4) From Miles v. Perpetual Savings & Loan, 58 Ohio St. 2d 97 (1979); "[M]oreover, it should be axiomatic that parties who directly benefit from and knowingly participate in a transaction tainted with fraud or deceit, who are under a duty to disclose their knowledge and fail to do so, are liable for damages directly and proximately resulting from their silence." See 37 American Jurisprudence 2d 571, Section 421; Saporta v. Barbagelata (1963), 220 Cal.App.2d 463, 33 Cal.Rptr. 661.

6. **Reason #6 for Opting Out of the Fladell Settlement:** There is no mentioning in the Settlement of a Broker not contacting the home buyer and forging signatures to applications and other mortgage loan brokering documents. My husband has not been able to find a single foreclosure case history where the Broker never contacted the home buyer in any way, fashion, or form, forged signatures, misrepresented material facts and concealed material facts. The lender; Wells Fargo, never used any information from me or relied on any information from me. In my case, Wells Fargo and Judge Diane Shafer Goodstein, relied exclusively on the falsified information submitted by **Golden Gate Mortgage, Inc./Thomas Jacobs** / **Goldengate Mortgage** / David Terrell & Wells Fargo's own employees.....that included but is not limited to;

(1) **My debt information was not used and many debts were left out by Golden Gate Mortgage, Inc., and Wells Fargo:** Debts I had on the Seller's Uniform Residential Mortgage Application were not used by Wells Fargo. Wells Fargo's underwriters; **Golden Gate Mortgage, Inc.**, & **Goldengate Mortgage**, deliberately misrepresented material facts and concealed material facts. {My Filed Exhibit 66 Will Be Sent if Needed for the Fairness Hearing on 9/18/2014.}

(2) **My home address 5074 Coburg Lane was not used:** Wells Fargo and **Golden Gate Mortgage** used 5774 Colburg Lane. {Wells Fargo's Filed Exhibits WF00030-38 Will Be Sent if Needed for the Fairness Hearing on 9/18/2014}

(3) **The 1950 year built information for 423 Bayne Street was not used:** The Broker and Wells Fargo left this information off their applications. The Broker

deliberately misrepresented material facts and concealed material facts. *{Wells Fargo's Filed Exhibits WF00030-38 Will Be Sent if Needed for the Fairness Hearing on September 18, 2014}*

(4) My gross monthly income was not used and was falsified by Wells Fargo, Golden Gate Mortgage Inc., and Goldengate Mortgage: *{Wells Fargo's Filed Exhibits WF00030-38 Will Be Sent if Needed for the Fairness Hearing on September 18, 2014}* Wells Fargo and Goldengate Mortgage/David Terrell deliberately misrepresented material facts, concealed material facts and fabricated my monthly gross income even though both had my 2006 W-2 form and a year to date check stub that the Seller had obtained. *{Wells Fargo's Filed Exhibits WF00061-62 Will Be Sent if Needed for the Fairness Hearing on 9/18/2014}*

(5) My signatures on the Broker applications that were submitted to Wells Fargo are forgeries: I never went to Columbia, SC to sign any application on 11/26/2007 and David Terrell was not at 423 Bayne Street. *{Wells Fargo's Filed Exhibits WF00030-32 Will Be Sent if Needed for the Fairness Hearing on September 18, 2014; if David Terrell resorts to lying, there are eyewitnesses.}*

(6) No contact - Neither Wells Fargo, nor David Terrell spoke to me prior to the closing on 12/21/2007: The forgeries, errors and misrepresentations of material facts on Wells Fargo's supporting documents are additional evidence and proof that the seller brokered the loan... not.. Goldengate Mortgage/David Terrell.

(7) Misrepresentation and fabrication: I discovered the loan was brokered on February 25, 2008 in Janet Frotscher's letter dated February 21, 2008. *{My Filed Exhibit 45 & Wells Fargo's Filed Exhibit WF00120 @ paragraphs 4-5}* Wells Fargo's personnel even fabricated information to conform to Golden Gate Mortgage Inc.'s & Goldengate Mortgage's falsified documentation. *{Wells Fargo Filed Exhibits WF00125 @ paragraph 4. Both Exhibits Will Be Sent if Needed for the Fairness Hearing on September 18, 2014; along with WF00030-32}*

(8) I was deliberately misled into believing I was signing documents for a loan from Golden Gate Mortgage, Inc.. Since repairs had not been completed, my purpose for going to the closing on 12/21/2007 was to finalize the purchase of 423 Bayne Street at a much lower price than the seller's original price of \$75,000 for a completely renovated 423 Bayne Street. Wells Fargo's filed documents WF00064 & 74 verify this fact. Wells Fargo's Uniform Residential Loan Application WF00033-38 also has Golden Gate Mortgage, Inc., typed in the box.

(A) This information is only relevant to my case and not necessary for the Fladell Settlement.

(B) Information that is only relevant to Case #2008-CP-38-1024 is being included in my *Reasons for Opting Out of the Fladell Settlement* because my verifiable documentation clearly presents to the Court, Wells Fargo's consistent pattern of corrupt and unfair business and trade practices that are material matters of public interest.

(9) Wells Fargo's personnel deliberately and knowingly forged my initials to an altered sales contract: All the sales contracts in Case #2008-CP-38-1024

were sent to me by Wells Fargo or Wells Fargo's attorneys. The seller never gave me a copy of the sales contract, not even at the closing on 12/21/2007. I saw the sales contract for the second time in June of 2008 enclosed with a letter from Janet Frotscher; dated June 2, 2008 {*My Exhibit 47 & Wells Fargo's Filed Exhibit 126*}; and for the third time in October of 2008 in an information package from Nelson Mullins Riley & Scarborough, LLP, Wells Fargo's former attorneys of record. The forgery is verifiable and obvious. {*Both Exhibits, Wells Fargo's Filed Exhibits WF00028-29 and My Filed Exhibits 140-141, Came from Wells Fargo and Will Be Sent if Needed for the Fairness Hearing on September 18, 2014*}

(10) Wells Fargo's personnel deliberately and knowingly falsely accused me of actions and activities that I never did: After being duly notified by phone and in written correspondence of the Seller's, Broker's and Appraiser's fraudulent concealment of material facts and misrepresentations of material facts {*My Filed Exhibits 4-64*}...and in order to maintain the legitimacy of Wells Fargo's illegally brokered loan, {*WF00064 & 74*} home improvement and mortgage fraud {*WF00-001-27*}, a loan knowingly and deliberately closed in violation of 24 CFR Part 35-Subpart A, {*WF00030 & 33*} a loan knowingly and deliberately approved with an unauthorized credit report {*WF00065-73*} with falsified income information {*WF00031 & 34*} and an illegal predatory lending scheme {*WF00061-62*} that is supported by forged, falsified and altered documents {*WF00001-38*}, Janet Frotscher accused me of being the borrower on September 14, 2007. {*Wells Fargo's Filed Exhibit WF00125 @ Paragraph 4 Will Be Sent if Needed for the Fairness Hearing on September 18, 2014*}

(11) Wells Fargo is knowingly engaged in Securities Fraud relative to loan #0174072777 and Wells Fargo is actively engaged in Defrauding others: Any investment package that includes loan #0174072777 is fraudulently concealing material facts and misrepresenting material facts. The value of 423 Bayne Street in Orangeburg, South Carolina is falsified and cannot be supported by the facts. {*Wells Fargo's Filed Exhibits WF00001-27 and My Exhibit 113 – the Property*}.

(A) Wells Fargo's Executive Communications Coordinator – Janet Frotscher - admitted in her letter dated February 21, 2008 that the value of the loan is based on the appraisal that was ordered by the broker. {*My Filed Exhibit 45 and Well Fargo's Filed Exhibit WF00120 @ paragraphs 4-5*} I have already addressed the fact that Goldengate Mortgage / David Terrell did not broker any loan. Wells Fargo has known this since February 25, 2008 and Wells Fargo had the documented evidence of fraud since February 7, 2008. {*My Filed Exhibits 4 & 8-14 & Janet Frotscher's Letter Dated February 21, 2008 @ Paragraph 1 – Wells Fargo's Filed Exhibit WF00120 & My Filed Exhibit 45*}

(1) "[N]o person is permitted to acquire a right of action from an unlawful act and that one who participates in an unlawful act cannot recover damages for the consequence of that act. This rule applies at both law and in equity and whether the cause of action is in contract or in tort." *Jackson*, 313 S.C. at 276, 437 S.E.2d at 170.

(2) The Supreme Court of Minnesota has held “[a]nyone who engages in a fraudulent scheme forfeits all right to protection, either at law or in equity.” State by Head v. AAMCO Automatic Transmissions, Inc., 293 Minn. 342, 347 (1972)

(3) Guardian Agency v. Guardian Mut. Savings Bank, 227 Wis. 550, 279 NW 79 (1938) (Holding that, “The contract is void if it is only in part connected with the illegal transaction and the promise single or entire.”); Beach Co. v. Twillman, Ltd., 351 S.C. 56, 64, 566 S.E.2d 863, 866 (Ct. App. 2002) (Holding that “illegal contracts are void and unenforceable, such that actions for its breach may not be maintained”)

(4) The United States Supreme Court in McMullen v. Hoffman, 174 U.S. 639, 19 S.Ct. 839, 43 L.Ed. 1117 (1899), (holds “[i]llegality is a defense to a contract action:....”)

(5) Childs, et al. v. Charske et al., 822 N.E.2d 853, 858 (Ohio Ct. Com. Pl. 2004) (“Willful blindness exists ‘only where it can almost be said that the defendant actually knew. He suspected the fact; he realised [sic] its probability; but he refrained from obtaining the final confirmation because he wanted in the event... to be able to deny knowledge.’”)

(6) Wells Fargo’s personnel demonstrated “Willful Blindness” by failing to investigate the documented evidence of fraud they received on February 7, 2008. {My filed Exhibits 8-14} “[W]here a claim requires proof of intent to defraud, knowledge of the fraud can be shown where the defendant had information but “failed to inquire further because he was afraid of what the inquiry would yield. Willful blindness is knowledge enough.” Louis Vuitton S.A. v. Lee, 875 F.2d 584, 590 (7th Cir. 1989) (trademark infringement by selling counterfeit goods); United States v. Campbell, 977 F.2d 854, 857 (4th Cir. 1992) (“A defendant is willfully blind when he ‘purposefully and deliberately contrive[s] to avoid learning all the facts.’”)

(B) The appraisals in question are identified by file number 7-59 {Wells Fargo’s Filed Exhibits WF00001-26}. The \$75,000.00 value on these appraisals, that were prepared for the unlicensed seller and property owner - Thomas Jacobs - {Wells Fargo’s Filed Exhibit WF00027} are not only the evidence of forgery by substitution, these appraisals verify the falsified value of 423 Bayne Street if you have personal knowledge of the property. {See Exhibit 113, the Property for additional verification and proof.}

(C) The written eyewitness description of 423 Bayne Street has been in the public records of Civil Action Case #2008-CP-38-1024 in the Court of Common Pleas in Orangeburg, South Carolina since July 31, 2008 on pages 27-34, in my *First Amendment to Answer to Complaint with Counterclaims* that is incorporated by reference as though fully set forth herein

verbatim. This description has never been refuted, denied, contested or proven false in 6 years and it is verified by the property's actual condition. {See Exhibit 113, the Property for additional verification and proof.}

(12) Wells Fargo is knowingly engaged in Mortgage Fraud relative to loan #0174072777 and Wells Fargo is actively engaged in Defrauding others:

(A) *FBI Mortgage Report 2006*: “[E]ach Mortgage Fraud scheme contains some type of ‘material misstatement, misrepresentation, or omission relating to the property or potential mortgage relied on by an underwriter or lender to fund, purchase or insure a loan.’” [WF00001-38, WF00058, WF00060, WF00065-73, WF00078-89 & WF00097 Will Be Sent if Needed for the Fairness Hearing on September 18, 2014]

(B) *FBI 2007 Mortgage Fraud Report*: “[M]ortgage Fraud is defined as the intentional misstatement, misrepresentation, or omission by an applicant or other interested parties, relied on by a lender or underwriter to provide funding for, to purchase, or to insure a mortgage loan.”

(C) *FBI Financial Crime Report to the Public 2007*: In pertinent parts; “[F]raud for Profit is sometimes referred to as “Industry Insider Fraud” and the motive is to revolve equity, falsely inflate the value of the property, or issue loans based on fictitious properties. Based on existing investigations and Mortgage Fraud report-ing, 80 percent of all reported fraud losses involve collaboration or collusion by.... insiders.”

(D) *Crimes Enforcement Network (FinCEN) Mortgage Loan Fraud Report - 11/2006*: In pertinent parts; “[F]raud for profit is often committed with the **Complicity** of industry insiders such as mortgage brokers, real estate agents, property appraisers, and settlement agents (attorneys and title examiners). Typical fraudulent activities associated with this category in the SAR filing sampling are: appraisal fraud; fraudulent flipping; straw buyers..”

(E) *Section 34-3-110 - SC Code of Laws* clearly states in pertinent parts..“(A) A person knowingly may not execute, or attempt to execute, a scheme or artifice to: defraud a federally chartered or insured financial institution; or obtain monies, funds, credits, assets, securities, or other property owned by or under the custody or control of a federally chartered or insured financial institution by means of false or fraudulent pretenses, representations, or promises. (B) A person who violates the provisions of subsection (A) is guilty of a felony and, upon conviction, must be fined not more than ten thousand dollars or imprisoned for not more than five years, or both.”

(F) **Property Flipping** “Property is purchased, falsely appraised at a higher value and then quickly sold. What makes property flipping illegal is that the appraisal information is fraudulent. The schemes typically involve one or more of the following: fraudulent appraisals, doctored loan documentation....,” [Wells Fargo’s Filed Exhibits WF00001-38]

(G) **Inflated Appraisals** “An appraiser acts in collusion with a borrower and provides a misleading appraisal report to the lender. The report inaccurately states an inflated property value.” [*Wells Fargo’s filed Exhibits WF00014-27 – Thomas Jacobs & Jim H. Austin, III*]

(H) *FBI Mortgage Fraud Report 2007*: In pertinent parts... “[T]he defrauding of mortgage lenders should not be compared to predatory lending practices which primarily affect borrowers. Predatory lending typically effects senior citizens, lower income and challenged credit borrowers. Predatory lending forces borrowers to pay exorbitant loan origination/settlement fees, sub-prime or higher interest rates... These practices often result in the borrower defaulting on his mortgage payment and undergoing foreclosure or forced refinancing.” – *Wells Fargo’s violation of Section 37-23-40(1)-(2) – SC Code of Laws by Falsifying My Gross Monthly Income To Bypass South Carolina Law – WF00030-38*.

(I) *FBI Financial Crime Report to the Public 2007*: In pertinent parts.. “[F]raud for Profit is sometimes referred to as “Industry Insider Fraud” and the motive is to revolve equity, falsely inflate the value of the property, or issue loans based on fictitious properties. Based on existing investigations and Mortgage Fraud reporting, 80 percent of all reported fraud losses involve collaboration or collusion by.... insiders.”

(1) “[A] contract can be invalidated if it is based on any misrepresentation of a material matter, whether the misrepresentation was intentional or innocent. A contract can be set aside if it is discovered after the execution of the contract that information, documents and/or statements were discovered to be false, misrepresented, forged, and/or counterfeited or concealment of a material fact, or non-disclosures.” *Beach Co. v. Twillman, Ltd.*, 351 S.C. 56, 64, 566 S.E.2d 863, 866 (Ct. App. 2002) (holding that “illegal contracts are void and unenforceable, such that actions for its breach may not be maintained”)

(2) It is South Carolina’s well founded policy of law... “[t]hat no person be permitted to acquire a right of action from their own unlawful act and one who participates in an unlawful act cannot recover damages for the consequence of that act.” 86 C.J.S. *Torts* § 12 (1954) **The gravamen is: “one who participates in an unlawful act cannot recover damages for the consequences of that act.”** *Wells Fargo has participated in unlawful acts.* [T]his rule applies at both law and in equity and whether the cause of action is in contract or in tort.” {See 1A C.J.S. *Actions* § 29 (1985) & *Graham v. Graham*, 276 S.C. 341, 278 S.E.2d 345 (1981); *Nelson v. Bryant*, 265 S.C. 558, 220 S.E.2d 647 (1975); *Roundtree v. Ingle*, 94 S.C. 231, 77 S.E. 931 (1913); *Restatement (Second) of Torts* § 774 (1977) and *Jackson v. Bi-Lo Stores, Inc.*, 313 S.C. at 276, 437 S.E. 2d at 170.}

(3) South Carolina Courts have refused to aid plaintiffs who are

themselves guilty of an illegal act. In Roundtree, the court concluded that "[his] whole transaction is without the pale of the law, and [he] cannot invoke the aid of the courts in enforcement of any claim depending on it." *Id.* 77 S.E. at 932. See also, Berkebile v. Outen, S.C. 426 S.E.2d 760, 762 (1993) (holding that "an illegal contract has always been unenforceable ... South Carolina courts will not enforce a contract which is violative of public policy, statutory law or provisions of the Constitution.") e.g. 12 CFR § 1731.2(c)(e); 15 USC § 1681n(a); 24 CFR Part 35; 18 USC § 1346

(12) Wells Fargo is knowingly engaged in a scheme or artifice to Defraud relative to loan #0174072777: Janet Frotscher in her letters; dated February 21, 2007 and June 2, 2008 {*Wells Fargo's Filed Exhibits WF00120 & 125*} clearly and firmly establish the value of loan 0174072777 is based entirely on Jim H. Austin, III's {*Wells Fargo's Filed Exhibits WF00078-79*} appraisal {*Wells Fargo's Filed Exhibits WF00001-26*}...and Wells Fargo relied exclusively on this value. Wells Fargo was notified these values are falsified due to fraudulent concealment and misrepresentations of material facts. {*My Filed Exhibits 8-14, the Eyewitness Description in the Public Record & Exhibit 113*} Therefore, Wells Fargo knows the value is falsified and is actively **Defrauding** others with it. "[A]t common law, actual knowledge is not necessary to hold a principal liable, if misrepresentations are made by an agent while acting within the scope of his/her agency." {West v. Service Life & Health Insurance Co., 220 S.C. 198, 66 S.E.2d 816 (1951) See also *Restatement (Second) of Agency* § 261, comment a (1958)}

(A) "[A] corporation is not a natural person. It is an artificial entity created by law. Being an artificial entity it cannot appear or act in person. It must act in all its affairs through agents or representatives. In legal matters, it must act, if at all, through licensed attorneys." State v. Wells, 191 S.C. at 480, 5 S.E.2d at 186 (citation omitted).

(B) The *United States Supreme Court* defines a **Court Record** as "[A] written account of the proceedings in a case, including all pleadings, evidence, and exhibits submitted in the course of the case."

(C) United States v. Neder, 527 U.S. 1 (1999), In Neder, the Supreme Court defined a matter as "material" if "[a] reasonable man would attach importance to its existence or nonexistence in determining his choice of action in the transaction in question." Neder, 527 U.S. at 22, n. 5. "[T]he issue of materiality is a question for the jury, not the judge. United States v. Neder, 527 U.S. 1 (1999); United States v. Gaudin, 515 U.S. 506 (1995) (materiality in a false statement case is a jury question).

(D) The United States Supreme Court in McMullen v. Hoffman, 174 U.S. 639, 19 S.Ct. 839, 43 L.Ed. 1117 (1899), holds "[i]llegality is a defense to a contract action: The authorities from the earliest time to the present unanimously hold that no court will lend its assistance in any way towards carrying out the terms of an illegal contract. In case any action is brought which it is necessary to prove the illegal contract in order to maintain the action, courts will not enforce it.," *Id.* at 654, 19 S.Ct. at 845; See also

(E) After United States v. Gaudin, 515 U.S. 506 (1995), materiality is an issue to be determined by the jury. Gaudin, held that it was an error for a trial court to refuse to submit the question of materiality to the jury in a prosecution under the first prong of 18 U.S.C. § 1001, overturning lower court cases holding that materiality was a legal question for the court. The Supreme Court held that if materiality is an element of the offense, that element must be submitted to the jury, and the jury must find materiality beyond a reasonable doubt to convict.

(F) Specifically, the United States Supreme Court stated that "[t]he most common formulation of that understanding is that a concealment or misrepresentation is material if it has a natural tendency to influence, or was capable of influencing, the decision of the decision-making body to which it was addressed." Kungys v. United States, 485 U.S. 759 at 770. (citations and internal quotation marks omitted). United States v. Weinstein, 231 F.2d 699, 701 (D.C. Cir. 1956): held that "[t]he issue to which the false statement is material need not be the main issue; it may be a collateral issue. And it need not bear directly upon the issue but may merely augment or diminish the evidence upon some point. But it must have some weight in the process of reaching a decision." 231 F.2d at 703.

(G) Section 40-58-70 – SC Code of Laws clearly states in pertinent parts .. "[I]n addition to the activities prohibited by other provisions of state or federal law, it is unlawful for a person in the course of a mortgage loan transaction to:

- (1) misrepresent the material facts or make false promises likely to influence, persuade, or induce an applicant for a mortgage loan or a mortgagor to take a mortgage loan. This includes presenting the broker in the guise of a lender or pursuing a course of misrepresentation through agents or otherwise;
- (2) intentionally misrepresent or conceal a material factor, term, or condition of a transaction to which he is a party, pertinent to an applicant for a mortgage loan or a mortgagor;
- (3) engage in a transaction, practice, or course of business which is unconscionable, as provided in Section 37-5-108, or which operates a fraud upon a person in connection with the making of or purchase or sale of a mortgage loan;"

(H) 18 USC § 1344 – clearly states in pertinent parts..., "Whoever knowingly executes, or attempts to execute, a scheme or artifice –

- (1) to defraud a financial institution; or (2) to obtain any of the moneys, funds, credits, assets, securities, or other property owned by, or under the custody or control of, a financial institution, by means of false or fraudulent pretenses, representations, or promises; shall be fined not more than \$1,000,000 or imprisoned not more than 30 years, or both."

(I) 18 U.S.C. § 1346 - Definition of "scheme or artifice to defraud" "[F]or the purposes of this chapter, the term "scheme or artifice to defraud" includes a scheme or artifice to deprive another of the intangible right of honest services."

(J) **Intent to Defraud or Defraud** - means any deliberate plan of action or course of conduct by which someone intends to deceive or to cheat another or by which someone intends to deprive another of something of value.

(1) The term "false or fraudulent pretenses, representations, or promises" means a statement or an assertion which concerns a material or important fact or a material or important aspect of the matter in question and that was either known to be untrue at the time that it was made or used, or that was made or used with reckless indifference as to whether it was, in fact, true or false, and made or used with the intent to defraud. A material fact is a fact that would be of importance to a reasonable person in making a decision about a particular matter or transaction.

(2) The term "false or fraudulent pretenses, representations, or promises" includes actual, direct false statements as well as half-truths, and includes the knowing concealment of facts that are material or important to the matter in question and that were made or used with the intent to defraud. A "scheme or artifice to defraud" includes a scheme to deprive another person of tangible as well as intangible property rights. Intangible property rights means anything valued or considered to be a source of wealth.

(3) *Blacks Law Dictionary* (2nd ed. 1910), pg 1130 defines **Swindling** – as the following... "[C]heating and defrauding grossly with deliberate artifice.. By the statute, "swindling" is defined to be the acquisition of personal or movable property, money, or instrument of writing conveying or securing a valuable right, by means of some false or deceitful pretense or device, or fraudulent representations, with intent to appropriate the same to the use of the party so acquiring, or of destroying or impairing the rights of the party justly entitled to the same. Pen. Code Tex. art. 790; Cheating and defrauding grossly with deliberate artifice. Wyatt v. Ayres, 2 Port. (Ala.) 157; Forrest v. Hanson, 9 Fed. Cas. 456; Thorpe v. State, 40 Tex. Cr. R. 346, 50 S. W. 383 ; Chase v. Whitlock, 3 Hill (N. Y.) 140; Stevenson v. Hayden, 2 Mass. 408. By the statute, "swindling" is defined to be the acquisition of personal or movable property, money, or instrument of writing conveying or securing a valuable right, by means of some false or deceitful pretense or device, or fraudulent representations, with intent to appropriate the same to the use of the party so acquiring, or of destroying or impairing the rights of the party justly entitled to the same. Pen. Code Tex. art. 790; May v. Suite, 15 Tex. App. 436."

(4) Arizona Statute A.R.S. 13-2310: in pertinent parts.. “[A.] Any person who, pursuant to a scheme or artifice to defraud, knowingly obtains any benefit by means of false or fraudulent pretenses, representations, promises or material omissions is guilty of a class 2 felony. B. Reliance on the part of any person shall not be a necessary element of the offense described in subsection A of this section.... E. As used in this section, "scheme or artifice to defraud" includes a scheme or artifice to deprive a person of the intangible right of honest services.”

(5) The US Supreme Court has ruled in 3 separate cases to uphold the common law maxim: Fraud Vitiates Everything. Nudd v. Burrows, 91 US 426 (1875), (holding that “Fraud destroys the validity of everything into which it enters.”) Boyce’s Executors v. Grundy, 3 Pet. (28 US) 210 (1830), (“Fraud vitiates everything.”) and United States v. Throckmorton, 98 US 61, 70 (1878) (“Fraud vitiates the most solemn contracts, documents and even judgments.”)

(6) “[T]he maxim that fraud vitiates every transaction into which it enters applies to judgments as well as to contracts and other transactions.” Allen F. Moore v. Stanley F. Sievers, 336 Ill. 316; 168 N.E. 259 (1929); In re Village of Willowbrook, 37 Ill.App.2d 393 (1962); Dunham v. Dunham, 57 Ill. App. 475 (1894), affirmed 162 Ill. 589 (1896); Skelly Oil Co. v. Universal Oil Products Co., 338 Ill. App. 79, 86 N.E.2d 875, 883-4 (1949); Thomas Stasel v. The American Home Security Corporation, 362 Ill. 350; 199 N.E. 798 (1935). 37 Am Jur 2d at section 8 states, in part: “[F]raud vitiates every transaction and all contracts. Indeed, the principle is often stated, in broad and sweeping language, that fraud destroys the validity of everything into which it enters, and that it vitiates the most solemn contracts, documents, and even judgments.”

(7) In Nelson v. Production Credit Ass’n of the Midlands, 930 F.2d 599, 605 (8th Cir. 1991) the Court held the following, (“Court would not impose a duty on a lender to use reasonable care in making a loan.”)

(8) In, Menominee River Co. v. Augustus Spies L & C Co., the court decided; “[I]f any part of the consideration for a promise be illegal, or if there are several considerations for an unseverable promise one of which is illegal, the promise, whether written or oral, is wholly void, as it is impossible to say what part or which one of the considerations induced the promise.” Menominee River Co. v. Augustus Spies L & C Co., 147 Wis. 559 at p. 572; 132 NW 1118.

(9) Whipp v. Iverson, 43 Wis. 2d 166, 168 N.W.2d 201 (1969) (holding that, “It is not necessary for rescission of a contract that the par-

ty making the misrepresentation should have known that it was false, but recovery is allowed even though misrepresentation is innocently made, because it would be unjust to allow one who made false representations, even innocently, to retain the fruits of a bargain induced by such representations.") {*Wells Fargo's Filed Supporting Documents WF00001-38, 65-73, 58, 60 & 97*}

(10) *Leonard v. Springer*, 197 Ill 532. 64 NE 299 (1902) (holding that "Any conduct capable of being turned into a statement of fact is representation. There is no distinction between misrepresentations effected by words and misrepresentations effected by other acts." (The seller or lender) "He is liable, not upon any idea of benefit to himself, but because of his wrongful act and the consequent injury to the other party.") **Wells Fargo ignored the facts and the truth.** [Boldness & Underling added.]

(11) *Guardian Agency v. Guardian Mut. Savings Bank*, 227 Wis. 550, 279 NW 79 (1938) (holding that "The contract is void if it is only in part connected with the illegal transaction and the promise single or entire.")

(12) South Carolina and Federal law prohibit prospering or benefiting as a direct or indirect result of an illegal act. It is a well founded policy of law "[t]hat no person be permitted to acquire a right of action from their own unlawful act and one who participates in an unlawful act cannot recover damages for the consequence of that act." See *86 C.J.S. Torts § 12* (1954); *Restatement (Second) of Torts § 774* (1977)

(13) *Roundtree v. Ingle*, 94 S.C. 231, 77 S.E. 931 (1913); the court concluded that "[his] whole transaction is without the pale of the law..." *Id.* 77 S.E. at 932.

(14) *Berkebile v. Outen*, S.C. 426 S.E.2d 760, 762 (1993) (holding that "[a]n illegal contract has always been unenforceable ... South Carolina courts will not enforce a contract which is violative of public policy, statutory law or provisions of the Constitution.").

(15) *Nelson v. Bryant*, 265 S.C. 558, 220 S.E.2d 647 (1975) "[I]t is well settled that the courts will not aid in an action to enforce an illegal transaction."

(16) In *6 Angels, Inc. v. Stuart-Wright Mortgage, Inc.* (2001) 85 Cal.App.4th 1279 at 1286 where the Court stated: "[I]t is the general rule that courts have power to vacate a foreclosure sale where there has been fraud in the procurement of the foreclosure decree or where the sale has been improperly, unfairly or unlawfully conducted, or is tainted by fraud, or where there has been such a mistake that to allow it to stand would be inequitable to purchaser and parties."

(17) *Jackson v. Bi-Lo Stores, Inc.*, 313 S.C. at 276, 437 S.E. 2d at 170 “[A] contract which contravenes public policy is void, and an action cannot be maintained for either its breach or for inducing its breach.” *W. Page Keeton et al., Prosser and Keeton on the Law of Torts* § 129, at 994 & n. 68 (5th ed. 1984); *James O. Pearson, Jr., Annotation, Liability for Interference With Invalid or Unenforceable Contract*, 96 A.L.R.3d 1294 (1979).

(18) “[a] misrepresentation may make a contract voidable if it is either fraudulent or material.” *Restatement (Second) Contracts* ch. 7, *Introductory Note* (1981) “[T]he question of whether a party was fraudulently induced into a contract may go to the formation of the contract. A party that is misled as to the essential terms of a contract does not technically agree to the contract, as no assent to its terms has been formulated due to the misrepresentation. In this situation, it is irrelevant whether the misrepresentation was made by the other party to the contract or a third person. *See Restatement (Second) Contracts* § 163 (1981) (“It is immaterial under the rule stated in this Section whether the misrepresentation is made by a party to the transaction or by a third person.”).

(19) “[F]raud in the Factum” has been described as the kind of fraud that arises when a party signs a document without full knowledge of the character, supporting documentation, representations or the essential elements that brought the agreement into existence.” *McLemore v. Landry*, 898 F.2d 996, 1002 (5th Cir.), cert. denied sub no; *River Villa Pts. v. Sun Belt Fed. Bank, F.S.B.*, 111 S.Ct. 428 (1990). “[T]his kind of fraud renders any underlying agreement void.” *FDIC v. Gordy*, 928 F.2d 1558, 1565 (11th Cir.1991).

(20) *Herrod v. First Republic Mortg. Corp.*, 625 S.E.2d 373 (W. Va.2005) “[A] securitization model _ a system wherein parties that provide the money for loans and drive the entire origination process from afar and behind the scenes _ does nothing to abolish the basic right of a borrower to assert a defense to the enforcement of a fraudulent loan, regardless of whether it was induced by another party involved in the origination of the loan transaction, be it a broker, appraiser, closing agent, or another.” “[B]anking transactions -- cannot be permitted to avoid liability by those who are actually providing the funding and often controlling the transaction.” *See Kurt Eggert, Held up in Due Course: Predatory Lending, Securitization, and the Holder in Due Course Doctrine*, 35 Creighton L. Rev. 503 (2002).”

(21) Wells Fargo’s underwriters deliberately used an **Unauthorized Credit Report** approve loan 0174072777. Deliberately used.. because there is no authorization for it in the Court’s Records or in Wells Fargo’s document file. *Mlynarik v. Bergantzel*, 675 N.W.2d

584, 587 (Iowa 2004) (“[W]e have noted the purpose of [the non-enforcement rule] ‘is to deter future misconduct by denying relief to one whose losses were substantially caused by his own fraud or illegal conduct.’” (quoting Gen. Car & Truck Leasing Sys., Inc. v. Lane & Waterman, 557 N.W.2d 274, 279 (Iowa 1996))).

(22) Lefebvre Intergraphics v. Sander Machine, Inc., 946 F.Supp. 1358, 1369 (N.D. Ill. 1996); Mother Earth Ltd. v. Strawberry Camel, Ltd., 390 N.E.2d 393, 406, *aff’d on other grounds*, 424 N.E.2d 758 (Ill. App. Ct. 1979) (holding “terms of contract are irrelevant to claim of fraud”).

(23) ARTICLE III of the Uniform Commercial Code 305 and § 36-3-305(a)(1)(ii)-(iii) - SC Code of Laws clearly states the following in pertinent parts: “[a)] Except as otherwise provided in this section, the right to enforce the obligation of a party to pay an instrument is subject to the following: (1) a defense of the obligor based on.. (ii) .. illegality of the transaction which, under other law, nullifies the obligation of the obligor, (iii) fraud that induced the obligor to sign the instrument with neither knowledge or reasonable opportunity to learn of its character or its essential terms.”

(24) As Wells Fargo’s own document files clearly show, Wells Fargo was induced to enter into contract by the fraudulent representations and misrepresentations of the broker, seller and appraiser and sustained and maintained this fraudulent loan transaction by the misrepresentation and concealment of material facts by its own employees after all the facts were known.

(25) “[W]here a misrepresentation is made to an inexperienced person, or an under-educated person and where there is a “manifestly unequal position of the parties” – the existence of signed documents does not bar a claim for fraud.” Belleville Nat’l Bank v. Rose et al., 456 N.E.2d 281, 285 (Ill. App. Ct. 1983) at 285; See also; Koral Industries v. Security-Connecticut Life Ins. Co., 802 S.W.2d 650, 651 (Tex. 1990)

(26) As the court explained in Belleville National Bank vs Rose et al., “[F]raud in the execution of an instrument is practiced ‘where the instrument is misread to the party signing it, or where there is a surreptitious substitution of one paper for another, or where by some other trick or device a party is made to sign an instrument which he did not intend to execute.’” Bellville Nat’l Bank, 456 N.E.2d at 283.

(27) There is no duty imposed on a bank or lender to use reasonable care in making loans. Any losses Wells Fargo has incurred, including any Punitive Damages, are due to its own negligence and errors in judgment; especially, after being duly notified as to the fraudulent conduct of the broker, seller and the ap-

praiser. Nelson v. Production Credit Ass'n of the Midlands, 930 F.2d 599, 605 (8th Cir. 1991) (The Court held the following, "Court would not impose a duty on a lender to use reasonable care in making a loan.")

(28) A lender; such as, Wells Fargo, is liable where the evidence indicates the lender knew or should have known of the broker's fraud. Maberry v. Said, 911 F. Supp. 1393, 1399-1401 (D. Kan. 1995), later opinion, 927 F. Supp. 1456 (D. Kan. 1996) (lender held liable for odometer fraud where it ratified the fraud and accepted the benefits therefrom) Information was also available from Wells Fargo's documents that clearly show fraud occurred.

(29) In addition, a lender; such as Wells Fargo, that does not guard against reasonably foreseeable fraud is liable even if Wells Fargo did not make any representations directly to a buyer or borrower. O'Brien v. B.L.C. Ins. Co., 768 S.W.2d 64, 68-69 (Mo. 1989) (insurance company liable for failing to obtain salvage title prior to selling wrecked car to a dealer, because it knew dealer was unlikely to disclose the true condition of the car absent the salvage title).

(30) Wells Fargo is just as guilty of trying to defraud and swindle me out of money as the Broker, Appraiser and the Unlicensed Seller. Beaton & Assocs. v. Joslyn Mfg. & Supply Co., 512 N.E.2d 1286, 1291 (Ill. App. Ct. 1987) (defendant "accepted the fruits of the fraud knowing of the means by which they were obtained"). See also Cenco Inc. v. Seidman & Seidman, 686 F.2d 449, 452-53 (7th Cir. 1982) (securities fraud action against auditors who allegedly covered up fraud by corporation management); Callner v. Greenberg et al., 33 N.E.2d 437, 440 (Ill. 1941) ("At law, it has been held that a knowing beneficiary of a fraud may be held liable with the perpetrator")

(13) Wells Fargo has been engaged in Insurance Fraud relative to loan #0174072777 since December of 2007: Janet Frotscher in her letters; dated February 21, 2007 and June 2, 2008 {Wells Fargo's Filed Exhibits WF00120 & 125} clearly and firmly establish the value of loan 0174072777 is based entirely on Jim H. Austin, III's {Wells Fargo's Filed Exhibits WF00078-79} appraised value of \$75,000.00. {Wells Fargo's Filed Exhibits WF00001-26} According to Janet Frotscher, Wells Fargo relied upon this value for lending purposes. {Wells Fargo's Filed Exhibit WF00120 @ Paragraph 5} Wells Fargo was notified these values are falsified due to fraudulent concealment and misrepresentations of material facts by the appraiser. {My Filed Exhibits 8-14, the Eyewitness Description of 423 Bayne Street in the Public Record & Exhibit 113 – the Property}

(A) Wells Fargo maintaining this value; after all the facts were known, is evident by the value based Hazard Insurance Wells Fargo has maintained on 423 Bayne Street to cover the falsified value of its loan, note and mortgage. {See Attached Exhibits 355-357 As Examples of Renewals}

(B) In 6 years, Wells Fargo has not changed the value of its \$75,000.00 **Title Insurance**; after all the facts were known. {See Wells Fargo' Filed Exhibit WF00109}

B. Misstatements and misrepresentations of material facts, fraudulent concealment and concealment of material facts, omissions and silence when there is a duty to speak are present at every level of Case #2008-CP-38-1024. Issues relative to my case are not addressed in the Fladell Settlement.

7. **Reason #7 for Opting Out of the Fladell Settlement:** The Settlement does not address the various levels, types, kinds and categories of fraud that are associated with my case. In 6 years, my husband has not been able to find a single foreclosure case history that has all the various aspects of mortgage fraud and forgery that exist in loan #0174072777.

(1) As the *Fourth Circuit* stated in *Schmidt v. Milhauser*, 130 A.2d 572, 576 (Md. 1957) (quoting *Bishop v. E.A. Strout Realty Agency*, 182 F.2d 503, 505 (4th Cir. 1950)) ("[T]here is nothing in law or in reason which requires one to deal as though dealing with a liar or a scoundrel, or that denies the protection of the law to the trustful who have been victimized by fraud. The principle underlying the caveat emptor rule was more highly regarded in former times than it is today; but it was never any credit to the law to allow one who had defrauded another to defend on the ground that his own word should not have been believed.")

(2) "[T]he [U.S.] Supreme Court has recognized that a plaintiff will rarely find success in proving awareness that a statement is false... 'from the mouth of a defendant himself.'" *Herbert v. Lando*, 441 U.S. 153, 171-172, 99 S. Ct 1635, 60 L.Ed.2d 115 (1979).

(3) In *Regions Bank v. Schmuck*, 354 S.C. 648, 672, 582 S.E.2d 432, 444-45 (Ct. App. 2003). "[T]he right to rely must be determined in light of the plaintiff's duty to use reasonable prudence and diligence under the circumstances in identifying the truth with respect to the representations made to him." *Id.* at 672, 582 S.E.2d at 445. "[A] party may not rely upon a misstatement of fact when the truth is easily within his reach." *King v. Oxford*, 282 S.C. 307, 312, 318 S.E.2d 125, 128 (Ct. App. 1984).

(4) "[I]t is the policy of the courts not only to discourage fraud, but also to discourage negligence and inattention to one's own interests." *Id.* "[H]owever, a party may rely on representations without making further inquiry when a fiduciary or confidential relationship exists between the parties." *Epstein v. Howell*, 308 S.C. 528, 530-31, 419 S.E.2d 379, 380-82 (Ct. App. 1992).

(5) "[A] cause of action for fraud may be at law or in equity, depending on the remedy sought." *W. Gordon McCabe & Co. v. Colleton Mercantile & Mfg. Co.*, 106 S.C. 25, 31, 90 S.E. 161, 163 (1916) ("[F]raud is cognizable at law as well as in equity."); *Kiriakides v. Atlas Food Sys. & Serv., Inc.*, 338 S.C. 572, 580, 527 S.E.2d 371, 375 (Ct. App. 2000) ("Actionable fraud is an action at law unless an

equitable remedy is sought." "[W]here legal and equitable issues or rights are raised in the same complaint, the legal issues are for determination by a jury and the equitable issues are for determination by the court." *Floyd v. Floyd*, 306 S.C. 376, 379, 412 S.E.2d 397, 398-99 (1991) at 380, 412 S.E.2d at 399.

(6) "[E]ven though intent is not ordinarily proved directly because there is no way of scrutinizing the operations of the human mind. Any statement made or acted on or omitted by a party whose intent is an issue, and all other facts and circumstances which indicate a state of mind, are circumstantial evidence of a party's state of mind and one may infer a person's intent from actions, conduct and surrounding circumstances." *State v. Wright*, 249 S.E.2d 519 (W.Va. 1978); *Peterson v. Crown Financial Corporation*, 476 F. Supp. 1155 (E.D. Pa. 1980); *Piedmont Cotton Mills, Inc. v. H.W. Ivey Construction Co.*, 137 S.E.2d 528 (Ga. 1964); *Restatement, Second, Torts* § 531.

(7) *Section 16-17-410 – SC Code of Laws* – clearly defines a conspiracy as the following: "[a] combination between two or more persons for the purpose of accomplishing an unlawful object or lawful object by unlawful means. A person who commits the crime of conspiracy is guilty of a felony and, upon conviction, must be fined not more than five thousand dollars or imprisoned not more than five years."

(9) "[M]ortgages based on falsified documentation, inflated appraisals, fraudulent appraisal information, intentional misstatement, misrepresentation, or omission of a material fact are illegal." *Federal Bureau of Investigation (FBI)*

(10) *12 CFR § 1731.2(c)* states in pertinent parts.. "[M]ortgage fraud means a material misstatement, misrepresentation, or omission relied upon by an Enterprise to fund or purchase—or not to fund or purchase—a mortgage, including a mortgage associated with a mortgage-backed security or similar financial instrument issued or guaranteed by an Enterprise. Such mortgage fraud includes, but is not limited to, a material misstatement, misrepresentation, or omission in identification and employment documents, mortgagee or mortgagor identity, and appraisals that are fraudulent."

(11) *12 CFR § 1731.2(e)* states in pertinent parts.. "[P]ossible mortgage fraud means that an Enterprise has a reasonable belief, based upon a review of information available to the Enterprise, that mortgage fraud may be occurring or has occurred. [Note: Boldness added for emphasis]

8. **Reason #8 for Opting Out of the Fladell Settlement:** The Fladell Settlement does not reference or support my *Affirmative Defenses of Fraud in Factum & Fraud in the Inducement* by an unlicensed seller & property owner that led to the closing of loan #0174072777 on 12/21/07.

(1) If the "Fraud" is in the factum, done during the execution of the contract, then the contract is void *ab initio*. The signatory is not bound, because the contract or agreement would not have been entered into if all the facts were known. If the

“Fraud” is in the inducement, then the contract is not void, but is voidable by the innocent party (the Defendant), because what was intended to be executed was not in fact executed. *Restatement, Second of Contracts § 167* (“[a] misrepresentation induces a party’s manifestation of assent if it substantially contributes to his decision to manifest assent.”)

(2) “[a] misrepresentation may make a contract voidable if it is either fraudulent or material.” *Restatement (Second) Contracts ch. 7, Introductory Note (1981)* “[T]he question of whether a party was fraudulently induced into a contract may go to the formation of the contract. A party that is misled as to the essential terms of a contract does not technically agree to the contract, as no assent to its terms has been formulated due to the misrepresentation. In this situation, it is irrelevant whether the misrepresentation was made by the other party to the contract or a third person. See *Restatement (Second) Contracts § 163 (1981)* (“It is immaterial under the rule stated in this Section whether the misrepresentation is made by a party to the transaction or by a third person.”).

(3) “[C]ontracts may be rescinded based upon mutual mistake of fact upon which the contract is based.” *Truck South, Inc. v. Patel*, 339 S.C. 40, 50, 528 S.E.2d 424, 429 (2000). “[T]he mistake must be common to both parties and cause each to do what neither intended.” *Id.* “[A]n agreement is “the union of two or more minds” in something done or to be done, a mutual assent to do something.” *Gaskins v. Blue Cross Blue Shield of S.C.*, 271 S.C. 101, 105, 245 S.E.2d 598, 600 (1978). “[A]n agreement that omits material terms may be determined to be unenforceable for indefiniteness.” *Lindsay v. Lindsay*, 328 S.C. 329, 337, 491 S.E.2d 583, 587-88 (Ct. App. 1997) at 337-38, 491 S.E.2d at 588.

(4) “[F]raud in the inducement requires one party to a contract to make some sort of statement or active nondisclosure which has induced the aggrieved party’s actions.” *Restatement, Second of Contracts § 167*. If fraud in the inducement is proven, the contract becomes voidable. A voidable contract (also known as an “avoidable contract”) is a contract in which the aggrieved party has the option to either enforce the contract or cancel the contract. The Restatement further defines fraud in the inducement as “[a] misrepresentation induces a party’s manifestation of assent if it substantially contributes to his decision to manifest assent.” *Id.*

(5) “[F]raud in the factum requires one party to a contract misrepresenting the terms of the contract to the aggrieved party.” *Restatement, Second of Contracts § 163*. If fraud in the factum is proven, the contract becomes void. A contract that is deemed void becomes null and inoperative, even if the aggrieved party wishes to enforce the terms of the contract. The Restatement further defines fraud in the factum as “[i]f a misrepresentation as to the character or essential terms of a proposed contract induces conduct that appears to be a manifestation of assent by one who neither knows nor has a reasonable opportunity to know of the character or essential terms of the proposed contract, his conduct is not effective as a manifestation of assent.” *Id.*

(A) The necessary elements to verify ***Fraud in the Inducement*** by the Seller’s representations are:

(1) A false statement concerning a material fact, [*“[t]he price will be lowered during the closing.” – Thomas Jacobs 11/26/27*]

(2) Knowledge by the Seller making the statement that the representation is false, [*the price was not lowered during the closing.*]

(B) Intent by the Seller making the statement that the representation will induce me to act upon it, [*I went to the closing on 12/21/2007*] And.....

(C) My reliance on the representation to my personal detriment. Mettler, Inc. v. Ellen Tracy, Inc., 648 So.2d 253 (Fla. 2d DCA 1994). Reliance was justified because the Seller had documents in his possession identifying **Golden Gate Mortgage, Inc.**, as a Lender - WF00064 & 74.

(1) The phone number 803-788-2880 – was to his friend and business associate – Goldengate Mortgage / David Terrell.

(2) The public records proved he owned the property – 423 Bayne Street. And.....

(3) There is no federal or state law prohibiting an owner from financing his property with his friends and business associates and lowering the price at closing.

(6) "[W]hen a contract is void, it is as if it never existed. *See Operating Eng'rs Pension Trust v. Gilliam* 737 F.2d 1501, 1505 (9th Cir.1984) (where employer's signature on CBA is procured by fraud in the execution, it is as though "no collective bargaining agreement exists").

(7) "[W]here a person is fraudulently induced to sign or endorse a bill or note in the reasonable belief that he is signing something else, he cannot really be said to have made or indorsed the bill or note; hence the ancient plea of *non est factum* is applicable. He is in effect stating that this is not his contract; in fact, it is not a contract at all." 12 Williston on Contracts § 1488, at 333.

(8) "[A] promisor's signature procured by fraud in the execution gives no more effect to a contract than a promisor's signature that has been forged. In either case the contract is void; it has never had any legal effect. Andrews v. Tallman, 47 R.I. 111, 131 A. 50, 51 (R.I.1925) "[U]nder the plea of *non est factum* [a defendant] may be entitled to prove fraud in the execution of the bond whereby the instrument never had a legal existence as in cases of forgery...."; Crocker v. Bellangee, 6 Wis. 645, 1858 WL 2281, at 11 (Wis.1858)

(9) "[A] void contract is null *ab initio*, and the subject of it may be bought, sold, or otherwise dealt with, in all respects precisely as though it had never been — for it never hath been of any force. Instance, a forged or stolen deed, or a deed obtained by fraud in the execution....." Laborers' Pension Fund v. A & C Envtl., Inc., 301 F.3d 768, 780 (7th Cir 2002).

(10) "[F]raudulent misrepresentation requires proof that the maker knew of the untrue character of his or her representation." Willard v. Khotol Services Corp., 171 P.3d 108, 118-19 (Alaska 2007)

9. **A Reason for Accepting the Settlement:** Even though, the Fladell Settlement supports my *Counterclaim of Insurance Fraud*, I must still opt out. Wells Fargo's personnel have known since 02/07/2008, that the documentation upon which this loan is based is falsified. **Insurance Fraud** occurs when a person knowingly deceives an insurance company in order to collect money to which he is not entitled. By law, a corporation is classified as a person. This particular fraud is a crime in all fifty states, and the majority of the states have established fraud bureaus to identify and investigate fraud incidents. In most states, fraudulent claims can be either a felony or a misdemeanor, depending on the nature and extent of the fraud committed.

(1) On February 29, 2008, I sent a fax letter to Janet Frotscher entitled; **This Could Be Construed As Insurance Fraud.** In the letter, I reminded Janet Frotscher that Wells Fargo has known about the Mortgage Fraud and/or Predatory Lending Scheme associated with loan 0174072777 since February 5, 2008 and about the insurance situation. I told her 423 Bayne Street cannot be legally insured and/or lawfully insured without withholding and/or falsifying information and I was not going to participate in it. *{Filed Exhibit 51, Paragraphs 2-3}*

(2) In my February 29, 2008 fax letter, I also informed Janet Frotscher if Wells Fargo wanted homeowner's insurance on 423 Bayne Street, Wells Fargo will have to get it and pay for it. **I also threatened a lawsuit against Wells Fargo if Wells Fargo attempted to bill me for the insurance.** *{See Attached Exhibit 51, Paragraph 3, That is Already Filed in the Court of Common Pleas}*

(3) To me, at the time, I sent the fax memo to Janet Frotscher, all property insurance mandated by Wells Fargo's illegally brokered loan, home improvement and mortgage fraud and illegal predatory lending scheme were homeowner's insurance regardless of category, kind, type and/or description. On February 29, 2008, all I knew; for a fact, were 2 things about placing value based property insurance on 423 Bayne Street:

(A) If the value of any property insurance policy had to be \$75,000.00 or more, falsified information would have been used and the truth about 423 Bayne Street would have to be withheld in order to obtain it. To me, this is **Insurance Fraud**; as well as, fraudulent concealment of material facts and misrepresentation of material facts. And..

(B) **Insurance Fraud**, like other types of fraud, is illegal in all 50 states. Considering the undeniable facts.. that I know the value of 423 Bayne is inflated and based on falsified documents, unless a property and casualty insurance company did not care about risk, facts or truth...and since property insurance is not a life insurance policy, I could not and would not get a property insurance policy for that amount of coverage.

(4) If Wells Fargo wanted to engage in defrauding property and casualty insurance companies to cover the value of its fraudulent loan, note and mortgage, Wells Fargo would have to actively participate in **Insurance Fraud** in order to obtain and maintain mortgage insurance or property insurance and/or Hazard Insurance on 423 Bayne Street or any other value based property insurance for \$75,000.00 or more. {See My Filed Exhibit 51, That is Attached}

(5) Currently the defrauded insurance company/s have no idea they are being defrauded and no ARTICLE III Standing to sue. In fact, they are currently benefitting financially from the higher premiums. I would have ARTICLE III Standing if I had paid the premiums or if Wells Fargo attempts to hold me responsible for any unpaid Hazard Insurance premiums. Despite its deteriorating physical condition, as long as 423 Bayne Street is still standing, these insurance companies will not know or realize they are victims of fraud until after something happens. As long as I reside at 423 Bayne Street, I am going to do everything within reason to prevent a human caused disaster by carelessness; especially, since I know for a fact Wells Fargo's loan is based on falsified documents.

(6) Concealment or non-disclosure of material facts may exist where there is evidence of a deliberate decision not to disclose a material fact and knowledge by that party that the other party is acting on the assumption that the fact does not exist. Allen Realty Corp. v. Holbert, 227 Va. 441, 450, 318 S.E.2d 592, 597 (1984); Cohn v. Knowledge Connections, Inc., 266 Va. 362, 368, 585 S.E.2d 578, 581 (2003); Spence v. Griffin, 236 Va. 21, 28, 372 S.E.2d 595, 599 (1988).

10. **Reason #9 for Opting Out of the Fladell Settlement:** The Settlement does not reference or support my *Affirmative Defense of Mortgage Insurance Fraud* that occurs when an insurance company issues Wells Fargo a policy based on its belief mortgage loan 0174072777 was made in good faith and all the information and documentation related to the loan are accurate and truthful. If it is not, mortgage insurance fraud has occurred. **Over 90% of the material facts, information and/or documentation related to loan 0174072777 are either falsified, forged, unauthorized and/or altered or concealment of material facts by Wells Fargo, Goldengate Mortgage/David Terrell, the Appraiser, Seller and the Closing Attorney.**

11. **Reason #10 for Opting Out of the Fladell Settlement:** The Settlement does not reference or support my *Affirmative Defense of Contract Fraud* that also occurs when one party in a contract presents information to another that is incorrect. As stated in paragraph 10, not only are 90 % of Wells Fargo's supporting documents fraudulent misrepresentations, representations and

concealments of material facts, they also belong to the Seller, Goldengate Mortgage/David Terrell, the Appraiser and Wells Fargo. My opt out statements will help other litigants in the Settlement demonstrate to the Court that Wells Fargo's personnel have demonstrated a consistent pattern of corrupt banking practices that is of a material interest to the general public.

12. **Reason #11 for Opting Out of the Fladell Settlement:** The Settlement does not reference or support my *Affirmative Defense of Document Fraud by Forgery and Forgery by Substitution by Goldengate Mortgage/David Terrell, the Seller, Appraiser and Wells Fargo's Personnel*. The tell tale waviness in my signature on Goldengate Mortgage documents in Wells Fargo's filed exhibits is indicative of tracing. The forward and backward slanting cursive capital [S's] are also indicative of forgery. My cursive capital [S's] are perpendicular to the signature line as evidenced on my **Signature Affidavit** {Wells Fargo's Filed Exhibit WF00101} and other documents initialed at the closing on December 21, 2007. I did not even know this level of forgery had occurred until October of 2008 when Nelson Mullins Riley & Scarborough, LLP, Wells Fargo's former attorneys, sent me [WF00001-137]. No Goldengate Mortgage documents were at the closing and no one, not even the closing attorney, told me my loan was brokered.

(a) If PhotoShop or any other similar digital imaging technology was used, not even I would be able to tell the difference. My signature would have been lifted off one document and applied to another. Only the signer/s of the document would know it is a forgery because he/she/they would not have been present on the date or at the location where the document was purportedly signed.

(b) All 7-59 documents in Wells Fargo's filed exhibits belong to the unlicensed seller and property owner – Thomas Jacobs. Therefore, any 7-59 document with my name typed, hand written or signed is a forgery and/or a forgery by substitution. Wells Fargo's filed [Exhibits WF00028-29] is an in-your-face-forgery. Compare exhibits 140-141 with WF00028-29 for proof.

(c) Both exhibits were sent to me by Wells Fargo and/or Nelson Mullins Riley & Scarborough, LLP, that formerly represented Wells Fargo in Case 2008-CP-38-1024.

13. **Reason #12 for Opting Out of the Fladell Settlement:** The Settlement does not reference or support my *Counterclaim of Appraisal Fraud as defined by the United States Justice Department and the Federal Bureau of Investigation (FBI)*. The fraudulent misrepresentations, representations and concealment of material facts; including the \$75,000.00 inflated value of Wells Fargo's filed exhibits WF00001-26 that represent **Appraisal Fraud** have already been thoroughly identified and discussed with specificity and particularity in this **Verified Pleading** and all my **Verified Pleadings** that have been filed in the Court of Common Pleas since July of 2008. All my **Verified Pleadings** that are filed in the Court of Common Pleas in Orangeburg South Carolina are incorporated by reference as though fully set forth herein verbatim.

14. **Reason #13 for Opting Out of the Fladell Settlement:** The Settlement does not reference or support my *Affirmative Defense & Counterclaim of Mortgage Fraud as defined by the FBI and 12 CFR 1731.2(c)*. Even though South Carolina does not have a specific statute identifying mortgage fraud and / or residential mortgage fraud like 13 other states, South Carolina's *Section 40-58-70; subsections (1)-(3) – SC Code of Laws* effectively addresses Wells Fargo's violations, fraudulent conduct, misrepresentations and concealment of material facts; as well as, the Seller's, Broker's and the Appraiser. *§ 40-58-70 – SC Code of Laws* clearly states in pertinent parts; "[I]n addition to the activities prohibited by other provisions of state or federal law, it is unlawful for a person in the course of a mortgage loan transaction to: (1) misrepresent the material facts or make false promises likely to influence, persuade, or induce an applicant for a mortgage loan or a mortgagor to take a mortgage loan. **This includes presenting the broker in the guise of a lender or pursuing a course of misrepresentation through agents or otherwise;** (2) intentionally misrepresent or conceal a material factor, term, or condition of a

transaction to which he is a party, pertinent to an applicant for a mortgage loan or a mortgagor; (3) engage in a transaction, practice, or course of business which is unconscionable, as provided in Section 37-5-108, **or which operates a fraud upon a person in connection with the making of or purchase or sale of a mortgage loan;**" [Boldness added for emphasis.]

(1) *FBI 2007 Mortgage Fraud Report*: "[M]ortgage Fraud is defined as the intentional misstatement, misrepresentation, or omission by an applicant or other interested parties, relied on by a lender or underwriter to provide funding for, to purchase, or to insure a mortgage loan."

(2) *12 CFR § 1731.2(c)* states in pertinent parts.. ***[M]ortgage fraud*** means a material misstatement, misrepresentation, or omission relied upon by an Enterprise to fund or purchase—or not to fund or purchase—a mortgage, including a mortgage associated with a mortgage-backed security or similar financial instrument issued or guaranteed by an Enterprise. Such mortgage fraud includes, but is not limited to, a material misstatement, misrepresentation, or omission in identification and employment documents, mortgagee or mortgagor identity, and appraisals that are fraudulent." [Boldness & Italics added for emphasis.]

(3) *Lightle v. State, Real Estate Com'n*, 146 P.3d 980, 983 (Alaska 2006) – "[A] misrepresentation is fraudulent if it is "consciously false" and "intended to mislead another." *Industrial Commercial Elec., Inc. v. McLees*, 101 P.3d 593, 600 (Alaska 2004) – "[H]owever, fraud does not require the maker of a false statement to act with the specific "intent to deceive." "[R]ather, it requires the maker to have reason to expect that the other's conduct will be influenced by the statement. *Lightle*, 146 P.3d at 984.

(5) *Arizona Rev. Stat. § 13-2320(A)(1)-(4)*; Residential mortgage fraud; classification; definitions - clearly states in pertinent parts; "[A.] A person commits residential mortgage fraud if, with the intent to defraud, the person does any of the following: 1. Knowingly makes any deliberate misstatement, misrepresentation or material omission during the mortgage lending process that is relied on by a mortgage lender, borrower or other party to the mortgage lending process. 2. Knowingly uses or facilitates the use of any deliberate misstatement, misrepresentation or material omission during the mortgage lending process that is relied on by a mortgage lender, borrower or other party to the mortgage lending process. 3. Receives any proceeds or other monies in connection with a residential mortgage loan that the person knows resulted from a violation of paragraph 1 or 2 of this subsection. 4. Files or causes to be filed with the office of the county recorder of any county of this state any residential mortgage loan document that the person knows to contain a deliberate misstatement, misrepresentation or material omission."

(6) If this litigation had taken place in Arizona, Wells Fargo's Complaint might have been dismissed with prejudice on July 31, 2008. *Arizona Rev. Stat. § 13-2320(C)* clearly states in pertinent parts; "[C.] This section does not apply to a person who is not aware that the information that is relied on by the mortgage lender,

borrower or other party to the mortgage lending process is a deliberate misstatement, misrepresentation or material omission.”

Wells Fargo has not only tried to collect money, Wells Fargo is endeavoring to force me by a Court Ruling to accept the fraudulent representations, misrepresentations, forgery and concealment of material facts by its own personnel; as well as, the fraudulent representations, misrepresentations, forgery and concealment of material facts from Goldengate Mortgage, the Unlicensed Seller, the Appraiser and the Closing Attorney. {See C.A. Case #2008-CP-38-1024}

(7) North Carolina Gen. Stat. § 14-118.12(a)(1)(2): Residential mortgage fraud states in relevant parts... “[a)] A person is guilty of residential mortgage fraud when, for financial gain and with the intent to defraud, that person does any of the following: (1) Knowingly makes or attempts to make any material mis-statement, misrepresentation, or omission within the mortgage lending process with the intention that a mortgage lender, mortgage broker, borrower, or any other person or entity that is involved in the mortgage lending process relies on it. (2) Knowingly uses or facilitates or attempts to use or facilitate the use of any misstatement, misrepresentation, or omission within the mortgage lending process with the intention that a mortgage lender, borrower, or any other person or entity that is involved in the mortgage lending process relies on it...”

(8) If Wells Fargo’s illegally brokered loan had occurred in Colorado, this case might have been over by July 31, 2008. **Colorado Rev. Stat. § 18-4-401(9)(a)-(d)** clearly states in pertinent parts; (a) If a person is convicted of or pleads guilty or nolo contendere to theft by deception and the underlying factual basis of the case involves the mortgage lending process, a minimum fine of the amount of pecuniary harm resulting from the theft shall be mandatory, in addition to any other penalty the court may impose. (b) A court shall not accept a plea of guilty or nolo contendere to another offense from a person charged with a violation of this section that involves the mortgage lending process unless the plea agreement contains an order of restitution in accordance with part 6 of article 1.3 of this title that compensates the victim for any costs to the victim caused by the offense. (c) The district attorneys and the attorney general have concurrent jurisdiction to investigate and prosecute a violation of this section that involves making false statements or filing or facilitating the use of a document known to contain a false statement or material omission relied upon by another person in the mortgage lending process. (d) Documents involved in the mortgage lending process include, but are not limited to, uniform residential loan applications or other loan applications; appraisal reports...;”

(9) Florida Stat. Ann. § 817.545(2)(a)-(d) clearly states in pertinent parts; “[2.] A person commits the offense of mortgage fraud if, with the intent to defraud, the person knowingly: (a) Makes any material misstatement, misrepresentation, or omission during the mortgage lending process with the intention that the misstatement, misrepresentation, or omission will be relied on by a mortgage lender, borrower, or any other person or entity involved in the mortgage lending process; however, omissions on a loan application regarding employment, income or

assets for a loan which does not require this information are not considered a material omission for purposes of this subsection. (b) Uses or facilitates the use of any material misstatement, misrepresentation, or omission during the mortgage lending process with the intention that the material misstatement, misrepresentation, or omission will be relied on by a mortgage lender, borrower, or any other person or entity involved in the mortgage lending process; however, omissions on a loan application regarding employment, income, or assets for a loan which does not require this information are not considered a material omission for purposes of this subsection. (c) Receives any proceeds or any other funds in connection with the mortgage lending process that the person knew resulted from a violation of paragraph (a) or paragraph (b). (d) Files or causes to be filed with the clerk of the circuit court for any county of this state a document involved in the mortgage lending process which contains a material misstatement, misrepresentation, or omission.”

(10) “[M]oreover, the misrepresentation must proximately cause the loss, i.e., the claimant must suffer pecuniary loss or incur liability as a result of the misrepresentation.” *Bubbel v. Wien Air Alaska, Inc.*, 682 P.2d 374, 381 (Alaska 1984) at 381. Wells Fargo had a duty to investigate my allegations of the Seller’s, Broker’s and Appraiser’s fraudulent misrepresentations of material facts. Wells Fargo’s continued reliance was not justifiable. *Wasser & Winters Co. v. Ritchie Bros. Auctioneers (America), Inc.*, 185 P.3d 73, 82 (Alaska 2008)

(11) *Georgia Code Ann. § 16-8-102(1)-(5)* clearly states in pertinent parts; Offense of residential mortgage fraud - “[A] person commits the offense of residential mortgage fraud when, with the intent to defraud, such person: (1) Knowingly makes any deliberate misstatement, misrepresentation, or omission during the mortgage lending process with the intention that it be relied on by a mortgage lender, borrower, or any other party to the mortgage lending process; (2) Knowingly uses or facilitates the use of any deliberate misstatement, misrepresentation, or omission, knowing the same to contain a misstatement, misrepresentation, or omission, during the mortgage lending process with the intention that it be relied on by a mortgage lender, borrower, or any other party to the mortgage lending process; (3) Receives any proceeds or any other funds in connection with a residential mortgage closing that such person knew resulted from a violation of paragraph (1) or (2) of this Code section; (4) Conspires to violate any of the provisions of paragraph (1), (2), or (3) of this Code section; or (5) Files or causes to be filed with the official registrar of deeds of any county of this state any document such person knows to contain a deliberate misstatement, misrepresentation, or omission.”

Georgia Code Ann. § 16-8-104 - Authority to investigate and prosecute for residential mortgage fraud clearly states in pertinent parts; “[D]istrict attorneys and the Attorney General shall have the authority to conduct the criminal investigation and prosecution of all cases of residential mortgage fraud under this article or under any other provision of this title. Nothing in this Code section shall be construed to preclude otherwise authorized law enforcement agencies from conducting investigations of offenses related to residential mortgage fraud.”

(12) **Minnesota Stat. § 609.822 RESIDENTIAL MORTGAGE FRAUD - Subd. 2. Residential mortgage fraud prohibited** – clearly states in pertinent parts; “[W]hoever does any of the following commits residential mortgage fraud and may be sentenced as provided in subdivision 3: (1) knowingly makes or causes to be made any deliberate and material misstatement, misrepresentation, or omission during the mortgage lending process with the intention that it be relied on by a mortgage lender, borrower, or any other party to the mortgage lending process; (2) knowingly uses or facilitates the use of any deliberate and material misstatement, misrepresentation, or omission, knowing the same to contain a material misstatement, misrepresentation, or omission, during the mortgage lending process with the intention that it be relied on by a mortgage lender, borrower, or any other party to the mortgage lending process; or (3) conspires to violate clause (1) or (2).”

Subdivision 3. – Sentence - clearly states in pertinent parts... “[W]hoever violates this section shall be sentenced as provided in section 609.52, subdivision 3, based on the aggregate economic loss suffered by any person as a result of the violation. However, the maximum sentence of imprisonment for the offense may not exceed two years. A person convicted of a violation of this section shall be ordered to pay restitution to persons aggrieved by the violation. Restitution shall be ordered in addition to a fine or imprisonment but not in lieu of a fine or imprisonment.”

15. **Reason #14 for Opting Out of the Fladell Settlement:** The Settlement does not reference or support my *Affirmative Defense & Counterclaim of Notary Fraud as stated in Section 26-1-95 – SC Code of Laws*; “[A] notary public who, in his official capacity, falsely certifies to affirming, swearing, or acknowledging of a person or his signature to an instrument, affidavit, or writing is guilty of a misdemeanor and, upon conviction, must be fined not more than two hundred dollars or imprisoned not more than thirty days. A notary public convicted under the provisions of this section shall forfeit his commission and shall not be issued another commission....”

(a) Wells Fargo’s “Mortgage” was **Falsely Certified** by Stephanie Hammond and Debra C. Galloway at the Player Law Firm on December 21, 2007. Stephanie Hammond was never in my presence and did not witness me signing any documents or certifying any mortgage. {Wells Fargo’s Filed Exhibits WF00058, 60 & 97}

(b) Wells Fargo’s “Mortgage” is recorded in violation of South Carolina Law and is there-

fore invalid as a matter of law. Wells Fargo's filed "Mortgage" does not comply with South Carolina's *Uniform Recognition of Acknowledgements Act*; specifically, *Section 26-3-60 – SC Code of Laws - "Acknowledged before me" defined* – that clearly states in pertinent parts; The words "acknowledged before me" mean: (1) That the person acknowledging appeared before the person taking the acknowledgment; (2) That he acknowledged he executed the instrument; (3) That, in the case of: (a) A natural person, he executed the instrument for the purposes therein stated;" You will not find these words on Wells Fargo's "Mortgage" certification. In addition....

(1) *Section 30-5-30 – SC Code of Laws* clearly states in pertinent parts.. "[E]xcept as otherwise provided by statute, before any deed or other instrument in writing can be recorded in this State, it must be acknowledged or proved by the method described in (A) or (B): "(A)(1) the execution of the deed or other instrument must be first proved by the affidavit of a subscribing witness to the instrument, taken before some officer within this State competent to administer an oath....., (2) **The Uniform Recognition of Acknowledgments Act must be complied with;** or (3) the person executing it shall submit an affidavit subscribed to before a person authorized to perform notarial acts herein or by **The Uniform Recognition of Acknowledgments Act** that the signature on the deed or other instrument is his signature and that the instrument was executed for the uses and purposes stated in the instrument. (B) A deed or other instrument must be signed by the grantor, mortgagor, vendor, or lessor and the signing must be acknowledged by the grantor, mortgagor, vendor, or lessor in the presence of two witnesses, taken before some officer within this State competent to administer an oath."

(2) "A public officer who negligently makes a defective or untrue certificate is liable, together with his surety, on his official bond for any damages resulting from such negligent act. Again in *United States Fidelity & Guaranty Co. v. State*, 211 Miss. 864 (Miss. 1951), the court held that "[w]here a notary is called on to perform an act which he is authorized by law to perform, and he does so carelessly or fraudulently, he and his surety are liable for any loss proximately resulting therefrom. A notary public is not an insurer, but he is under a duty to his clients to act honestly, skillfully and with reasonable diligence."

(3) "A notary public is always liable for all actions, whether intentional or unintentional. This liability is unlimited to financial losses and damages. Even if the notary public is guilty of negligent or intentional acts, the notary will be personally liable to the injured party." In *United States Fidelity & Guaranty Co. v. State*, 211 Miss. 864 (Miss. 1951), the court stated, "[t]hat a notary public is liable on his official bond, for wrongful official acts resulting in loss or injury. It is not necessary that the wrongful act of the notary shall be the sole cause of the loss. If it is a concurring cause and plays a part in bringing about the injury, the liability for the loss is fixed. A notary public engages in misconduct by affixing

the notarial stamp and signature to an acknowledgment that the subscriber personally appeared on a specific date. A notary who knowingly purports to authenticate a document which, in fact, has not been properly authenticated, to the detrimental reliance of innocent third parties, is liable for fraud.”

(4) *Missouri’s Revised Statute, §§ 486.355 - 486.365* clearly state the following in pertinent parts: (a) “§ 486.355. *Liable in damages, when.*—A notary public and the surety or sureties on his bond are liable to the persons involved for all damages proximately caused by the notary’s official misconduct. (1987) Notary public in failing to witness the signing of a bill of sale of business notarized by him may be liable pursuant to this section to plaintiffs for damages for their not being able to enforce a note that was entered into at time of transfer of business where the bill of sale referenced the note. *Means v. Clardy*, 735 S.W.2d 6 (Mo.App.W.D.)” (b) “§ 486.360. *Employer of a notary public liable, when.*—The employer of a notary public is also liable to the persons involved for all damages proximately caused by the notary’s official misconduct, if: (1) The notary public was acting within the scope of his employment at the time he engaged in the official misconduct; and (2) The employer consented to the notary public’s official misconduct.” (c) “§ 486.365. *Sole cause not necessary to establish notary’s liability.*—It is not essential to a recovery of damages that a notary’s official misconduct be the only proximate cause of the damages.”

(c) No legitimate judgment or foreclosure can be rendered in favor of Wells Fargo in South Carolina because the mortgage on 423 Bayne Street in Orangeburg does not comply with the recording requirements of *Section 30-5-30(A)(2) – SC Code of Laws*.

(d) As already stated, there is no reference in the acknowledgement section on the mortgage that Dorothy Sistrunk personally appeared with the two witnesses as mandated by *Section 30-5-30(B) – SC Code of Laws*.

(e) There is no reference in the acknowledgement section on the mortgage that Dorothy Sistrunk personally appeared before Debra C. Galloway (**as a Notary**) as mandated by § 30-5-30(C) – *SC Code of Laws* even though she was the closing attorney. Wells Fargo’s filed exhibits clearly identify the “**False Certification**”. {*Wells Fargo’s Filed Exhibits WF00058, 60 & 97*}

(f) In addition to a falsified value, the defects in Wells Fargo’s “Mortgage” that is filed in Mortgage Book 01914, from pages 221-239 [*WF00042-WF00060*] in Orangeburg, South Carolina’s Office of the Register of Deeds cannot be remedied by any Court Order that violates South Carolina Law and/or Public Policy.

(1) *Maryland's Code Ann. , Real Property, § 7-401*; includes false certification by a notary as Mortgage Fraud. **First: § 7-401(d)(1)-(6)** clearly states in pertinent parts; “[d)] “Mortgage fraud” means any action by a person made with the intent to defraud that involves: (1) Knowingly making any deliberate misstatement, misrepresentation, or omission during the mortgage lending process with the intent that the misstatement, misrepresentation, or omission be relied on by a mortgage lender, borrower, or any other party to the mortgage lending process; (2) Knowingly creating or producing a document for use during the mortgage lending process that contains a deliberate misstatement, misrepresentation, or omission with the intent that the document containing the misstatement, misrepresentation, or omission be relied on by a mortgage lender, borrower, or any other party to the mortgage lending process; (3) Knowingly using or facilitating the use of any deliberate misstatement, misrepresentation, or omission during the mortgage lending process with the intent that the misstatement, misrepresentation, or omission be relied on by a mortgage lender, borrower, or any other party to the mortgage lending process; (4) Receiving any proceeds or any other funds in connection with a mortgage closing that the person knows resulted from a violation of item (1), (2), or (3) of this subsection; (5) Conspiring to violate any of the provisions of item (1), (2), (3), or (4) of this subsection; or (6) Filing or causing to be filed in the land records in the county where a residential real property is located, any document relating to a mortgage loan that the person knows to contain a deliberate misstatement, misrepresentation, or omission.

Second: Maryland's Code Ann., Real Property, § 7-401(e)(2)(i)(ii) clearly states in pertinent parts; “[e)(2)] “Mortgage lending process” includes: (i) The solicitation, application, origination, negotiation, servicing, underwriting, signing, closing, and funding of a mortgage loan; and (ii) The notarizing of any document in connection with a mortgage loan.”

(2) **UNITED STATES CONSTITUTION ARTICLE IV.... § 1** (“full faith and credit shall be given in each state to the public acts, records, and judicial proceedings of every other state.”) *See also Taylor, 326 S.C. at 532, 484 S.E.2d at 597*

(3) In a case decided in 1887, the U. S. Supreme Court remarked: “[W]ithout doubt the constitutional requirement, Art. IV, § 1, that ‘full faith and credit shall be given in each State to the public acts, records, and judicial proceedings of every other State,’ implies that the public acts of every State shall be given the same effect by the courts of another State that they have by law and usage at home.” *Chicago & Alton R.R. v. Wiggins Ferry Co., 119 U.S. 615, 622 (1887).*

(4) All the statutory laws mentioned in this **Verified Pleading** and in the states not mentioned, closely parallel *Sections 40-58-70; subsections (1)-(3)* relative to **Mortgage Fraud** and *26-1-95 – SC Code of Laws* relative to **Notary Fraud**. Wells Fargo's illegally brokered loan, home improvement and mortgage fraud, its loan that was closed in violation of federal and state laws, its illegal predatory lending scheme that was approved with an unauthorized credit report and falsely certified at the Player Law Firm on December 21, 2007 was void *ab initio*. **Fraud upon the Court** (attorneys & Judge) has kept this illegal contract alive for 6 yrs.

16. **Reason #15 for Opting Out of the Fladell Settlement:** It is impossible for the Settlement to reference or support my *Statements of Undeniable Facts relative to the Massive Filing Fraud of Wells Fargo's former attorneys from Nelson Mullins Riley & Scarborough, LLP, Elizabeth Scott Moise and James H. Burns during South Carolina's Stay/TRO; i.e., Supreme Court Administrative Orders #2009-05-22-01 and #2011-05-02-01.* From June of 2009 until August of 2011, to characterize what these two attorneys did as misrepresentations, false statements, intentional misstatements of facts or perjury are understatements. I prefer layman's language. These two attorneys filed nothing but ABSOLUTE LIES. The records of the Court of Common Pleas during the TRO/Stay can be accessed and examined for proof.

(a) The Records of Case 2008-CP-38-1024 prove by the preponderance of the evidence, beyond any reasonable doubt and clearly and convincingly the Massive Filing Fraud that the judge; Diane Shafer Goodstein, simply ignored. {See also Filed Court Orders}

(b) Burns and Moise's actual Case Status Updates and my **Verified Replies** and/or **Responses** from after June of 2009 to the present; that I incorporate by reference as though I have fully written them herein verbatim, provide all the evidence a reviewing panel of Judges and/or legal professionals will need. The proof of Burns and Moise's Massive Filing Fraud can also be verified by the absence of hard evidence to verify the misrepresentations in their so-called Case Status Updates and filed arguments. This is a matter for South Carolina's Courts and not the District Court in Florida that is justifiably concerned with adjudicating the Fladell Settlement.

(c) Even if South Carolina's Commission on Lawyer Conduct excuses these attorneys by claiming their filed statements came from Wells Fargo and not them; there is still no hard evidence or documentation in the Court's Records to exonerate them or support that claim. The proof that Judge Goodstein ignored this Massive Filing Fraud of misrepresented and distorted facts is the absence of documentation, notification or Orders in the Court's Records.

Misrepresentation #1: “[W]ells 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.”

Wells Fargo never attempted to communicate with me. I have two phones, two fax machines and an answering machine on each phone. In addition, my husband is home still recovering from a severe groin injury. Wells Fargo and Nelson Mullins Riley & Scarborough, LLP have my home phone number that has not changed in 14 years. I have documented this **Massive Filing Fraud** for over 18 months in my **Verified Pleadings** from July 2009 to the Present and I incorporate all my **Verified Pleadings** by reference as though fully set forth herein verbatim as the clear and convincing evidence and proof.

Misrepresentation #2: Wells Fargo was making an eligibility determination. I have demanded strict proof that a determination was being made, methods, procedures, qualification requirements and the personnel responsible for the decision; to date, no documentation has been provided. #1 and/or #2 lasted for 2 years.

Misrepresentation #3: The seller gave me an appraisal.

Misrepresentation #4: The Defendant and her attorney went to the closing on December 21, 2007.

Misrepresentation #5: The Defendant has no evidence of wrongdoing by the broker, seller and appraiser.

Misrepresentation #6: The cost of yard work is the reason the Defendant needed new housing.

Misrepresentation #7: The Defendant admits she has no evidence linking Wells Fargo to the actions of the seller or appraiser. (Moise left out the broker.)

Misrepresentation #8: The Defendant’s husband looked at homes with the seller and decided to purchase 423 Bayne Street.

Misrepresentation #9: The Defendant’s husband contacted Thomas Jacobs about houses he had for sale.

Misrepresentation #10: Neither the Defendant nor her husband notified Wells Fargo of the representations of the seller. (Moise left out the broker & appraiser.)

Misrepresentation #11: The Defendant believes the seller and the appraiser conspired to mislead her.

Misrepresentation #12: “[C]ritically, Defendant admits that she has no evidence showing that Wells Fargo knew or participated in the alleged misrepresentations that were made by the seller and appraiser as alleged in her counterclaims. (Burns left out the broker.) [These factual misrepresentations are just a few of many.] It is difficult for me to believe these statements...and more...came from Wells Fargo.

(A) “[t]he acts of an attorney are directly attributable to and binding on the client.” Greenville Income Partners v. Holman, 308 S.C. 105, 107, 417 S.E.2d 107, 108 (Ct. App. 1992); Mitchell Supply Co. Inc. v. Gaffney, 297 S.C. 160, 375 S.E. (2d) 321 (Ct. App. 1988); Arnold v. Yarborough, 281 S.C. 570, 316 S.E. (2d) 416 (Ct. App. 1984)

(B) In Coulson v. Coulson (1983), 5 Ohio St.3d 12, 15, 5 OBR 73, 76, 448 N.E.2d 809, 811-812, the Supreme Court of Ohio acknowledged that “[a]ny fraud connected with the presentation of a case to a court is a fraud upon the court, in a broad sense,” quoting 11 Wright & Miller, *Federal Practice and Procedure* (1973) 253, Section 2870.

(C) “[F]ederal Rule 60(b)(3), by its express terms, permits judgments to be set aside for fraud, whether the fraud is intrinsic or extrinsic.” Mr. G. v. Mrs. G, 320 S.C. 305, 465 S.E.2d 101 (Ct. App. 1995) “[F]raud upon the court includes fraud by bribing a judge, or tampering with a jury, or fraud by an officer of the court, including an attorney.” Cleveland Demolition Co. v. Azcon Scrap Corp., 827 F.2d 984, 986 (4th Cir. 1987)

(D) “[a] party may be held liable for misrepresentation where he communicates misinformation to his agent, intending or having reason to believe that the agent would communicate the misinformation to a third party.” W. Prosser, § 107 at 703; Restatement (Second) of Torts, § 533 (1977); Epperson v. Roloff, 102 Nev. 206, 212, 719 P.2d 799, 803 (1986)

(E) “[N]otice to an attorney is notice to the client. Faulkner v. Millar, 319 S.C. 216, 221, 460 S.E.2d 378, 381 (1995) (discussing principles of agency).

(F) “[N]o mistake attributable to an attorney can be successfully used as a ground for relief, unless it would have been excusable if attributable to the client. Simon v. Flowers, 231 S.C. 545, 551, 99 S.E.2d 391, 394 (1957).

(G) 7 Moore’s Federal Practice, 2d ed., p. 512, ¶ 60.23 defines this crime as “[o]ne that prevents the court from working in an impartial manner.” A similar case, Bullock v. United States, 763 F.2d 1115, 1121 (10th Cir. 1985) held that “[t]his kind of fraud is aimed at how the justice system works and is not a fraud between parties, etc. It is deliberately intended to influence the system and the judge and the impartial rendering of a judgment. In other words, the just functioning of the court has been corrupted by fraud upon the court.”

(H) “[B]ecause fraud upon the court is an affront to the administration of justice, a litigant who has been defrauded need not establish prejudice.” Hazel-Atlas Glass Co. v. Hartford-Empire Co., 322 U.S. 238 (1944); Dixon v. Comm’n of Internal Revenue, 2003 WL 1216290 (9th Cir. 2003) (“ . . . the perpetrator of the fraud [upon the court] should not be allowed to dispute the effectiveness of the fraud after the fact.”).

(I) “[i]t is immaterial whether the fraud be extrinsic or intrinsic.” (*In re Johnson*, 7 Cal.App. 436 [94 P. 592].) (See also *Rice v. Rice*, 93 Cal. App. 2d 646, 651 [209 P.2d 662].)

(J) *Hartford v. Hartford* (1977), 53 Ohio App.2d 79, 83-84, 7 O.O.3d 53, 55-56, 371 N.E.2d 591, 595-596, the court stated: “[F]raud upon the court,’ as used in regard to obtaining relief from judgment must be narrowly construed to embrace only that type of conduct which defiles court itself, or fraud which is perpetrated by officers of the court so as to prevent the judicial system from functioning in the customary manner of deciding the cases presented in an impartial manner,” such as bribery of a judge or jury, fabrication of evidence by counsel, or prevention of an opposing party from fairly presenting his case.”

(K) “[D]eliberate deception of a court and jurors by the presentation of known false evidence is incompatible with ‘rudimentary demands of justice.’” *Mooney v. Holohan*, 294 U.S. 103, 112 (1935)

(L) “[p]erjured testimony is an obvious and flagrant affront to the basic concepts of judicial proceedings.”, *United States v. Mandujano*, 425 U.S. 564, 576 (1976)

(M) “[F]alse testimony threatens the fair and effective administration of justice and the integrity of the courts. Trials are ideally a search for the truth.” *Nix v. Whiteside*, 475 U.S. 157 (1986) (holding that a criminal defendant’s constitutional right to effective assistance of counsel was not violated when his attorney refused to help him give perjured testimony)

(N) “[T]his truth-determining process depends upon the partisan, but accurate, presentation of truthful evidence by the parties.” *Clark v. United States*, 289 U.S. 1 (1933) “[T]hus, the United States Supreme Court has aptly observed that all perjured relevant testimony is at war with justice, since it may produce a judgment not resting on truth. Therefore, it cannot be denied that it tends to defeat the sole ultimate objective of a trial.” *In re Michael*, 326 U.S. 224, 227 (1945)

(O) *H.K. Porter Co. v. Goodyear Tire & Rubber*, 536 F.2d 1115, 1119 (6th Cir.1976) (“Since attorneys are officers of the court, their conduct, if dishonest, would constitute fraud on the court.”); *Dixon v. Comm’n of Internal Revenue*, 2003 WL 1216290 (9th Cir.2003) (fraud on the court occurred where attorneys entered into secret settlement agreements with taxpayers in exchange for false testimony)

(P) *Synanon Found., Inc., v. Bernstein*, 503 A.2d 1254 (D.C.1986) (attorney subornation of perjury and false statements to trial court constitute fraud upon the court)

(Q) *Porcelli v. Joseph Schlitz Brewing Co.*, 78 F.R.D. 499 (E.D.Wis.1978) (noting distinction between perjury involving officers of the court and witness or party); *Moore’s Federal Practice* ¶ 60-21[4][b] (3d ed.2002).

(a) *Rule 3.3, RPC, Rule 407, SCACR: Candor Toward The Tribunal*, clearly states the following in pertinent parts:

“(a) A lawyer shall not knowingly:

(1) make a false statement of fact or law to a tribunal or fail to correct a false statement of material fact or law previously made to the tribunal by the lawyer;

(2) fail to disclose to the tribunal legal authority in the controlling jurisdiction known to the lawyer to be directly adverse to the position of the client and not disclosed by opposing counsel; or

(3) offer evidence that the lawyer knows to be false. If a lawyer, the lawyer's client, or a witness called by the lawyer, has offered material evidence and the lawyer comes to know of its falsity, the lawyer shall take reasonable remedial measures, including, if necessary, disclosure to the tribunal. A lawyer may refuse to offer evidence, other than the testimony of a defendant in a criminal matter, that the lawyer reasonably believes is false.

(b) A lawyer who represents a client in an adjudicative proceeding and who knows that a person intends to engage, is engaging or has engaged in criminal or fraudulent conduct related to the proceeding shall take reasonable remedial measures, including, if necessary, disclosure to the tribunal.”

(b) *Rule 3.4, RPC, Rule 407, SCACR: Fairness To Opposing Party And Counsel - A* lawyer shall not:

(a) unlawfully obstruct another party's access to evidence or unlawfully alter, destroy or conceal a document or other material having potential evidentiary value. A lawyer shall not counsel or assist another person to do any such act;

(b) falsify evidence, counsel or assist a witness to testify falsely, or offer an inducement to a witness that is prohibited by law;

(c) knowingly disobey an obligation under the rules of a tribunal, except for an open refusal based on an assertion that no valid obligation exists;

(d) in pretrial procedure, make a frivolous discovery request or fail to make a reasonably diligent effort to comply with a legally proper discovery request by an opposing party;

(e) in trial, allude to any matter that the lawyer does not reasonably believe is relevant or that will not be supported by admissible evidence, assert personal knowledge of facts in issue except when testifying as a witness, or state a personal opinion as to the justness of a cause, the credibility of a witness, the culpability of a civil litigant or the guilt or innocence of an accused; or

(f) request a person other than a client to refrain from voluntarily giving relevant information to another party unless:

(1) the person is a relative or an employee or other agent of a client; and (2) the lawyer reasonably believes that the person's interests will not be adversely affected by refraining from giving such information.

17. **Reason #16 for Opting Out of the Fladell Settlement:** It is impossible for the Settlement to reference or support my *Statements of Undeniable Facts relative to Fraud upon the Court*. In 6 years, Judge Diane Shafer Goodstein never reviewed the evidence relative to Case 2008-CP-38-1024.... or.. considered or referred to any of my objections, testimony or affidavits.

(a) You will not find any reference to evidence or genuine facts in any Court Order or transcript other than attorneys stating what I believe about Wells Fargo's note's falsified value. After the initial hearing in 2008, no witness has been allowed to speak or present any evidence.

(b) After 6 years, there is still no reference or ruling on my demand for a jury trial that was filed in August of 2008. There has been no ruling or reference to my *Rule 41(b) Motion to Dismiss* that was filed in August of 2012. This motion was filed due to Wells Fargo's attorney, Brian A. Calub admitting in Judge Goodstein's Courtroom that Wells Fargo had not "Substantially Complied" with *Supreme Court Order #2009-05-22-01*.

(c) After 6 years, you will not find any affidavits, interrogatories, testimony, admissions, depositions, certified documents or any other supporting documentation that disputed, refuted, denied, contested, controverted or disproved any *Sworn Statement of Fact* that I have filed in **Verified Pleadings, Notarized Pleadings** or in any **Affidavit** filed by myself or any witness.

(d) For 6 years, Wells Fargo has failed to prove loan #0174072777 supporting documents are not falsifications, fraudulent misrepresentations of material facts, fraudulent concealment of material facts, forgeries, alterations and did not violate Federal and State Laws. Wells Fargo has failed to prove its loan is not being maintained by false accusations, concealment of material facts from government agencies; e.g., SCDCA and the OCC, the perjured testimony of Senior Counsel Elizabeth S. Hodgson and... this does not include the **Massive Filing Fraud** of Burns and Moise.

(e) The **Fraud upon the Court** that I have experienced is not relative to the Fladell Settlement and is a matter for South Carolina's judicial system. However, I have included my May 28, 2014 **Verified Pleading and Affidavits** for additional statements, and as evidence and proof.

(1) "Fraud upon the court is committed when a representative of the court mediators, evaluators, administrators, special appointees, lawyers, judges, referees or guardian ad litem, fraudulently present facts to the court that interfere with a just and equitable decision making process. This is an extremely serious crime, and so in dire opposition to the definition of justice that this crime is not subject to any statute of limitations." {SEO Law Firm, Tampa, FL.}

(2) *Blacks Law Dictionary* (Rev. 4th ed. 1968), on pg 1071, defines LIE as "[A]n untruth deliberately told; the uttering or acting of that which is false for the purpose of deceiving; [an] intentional misstatement. *Brothers v. Brothers*, 208 Ala. 258, 94 So. 175, 177." [Brackets added]

(3) The U. S. Supreme Court made it clear that deliberate deception of a court and jurors by the presentation of known false evidence is incompatible with "rudimentary demands of justice." *Mooney v. Holohan*, 294 U.S. 103, 112 (1935). In *Napue v. Illinois*, 360 U.S. 264 (1959), the Supreme Court reiterated that a conviction obtained through use of false testimony, known to be such by representatives of the State, is a denial of due process. The Court further ruled that there is also a denial of due process when the State, though not soliciting false evidence, allows it to go uncorrected when it appears. In cases involving false or misleading testimony, a new trial is required if "the false testimony could . . . in any reasonable likelihood have affected the judgment of the jury . . ." *Napue*, 360 U.S. at 271.

(4) "[j]udicial independence is predicated on "good faith" decision-making. It was never intended to include "bad-faith" decision-making, where a judge knowingly and deliberately disregards the facts and law of a case. This is properly the subject of disciplinary review, irrespective of whether it is correctable on appeal." {*The Long Term View, Massachusetts School of Law, Vol. 4, No. 1, 1997, pp. 90-97*}

(5) **UNITED STATES CONSTITUTION - AMENDMENT V:** states in pertinent parts.. "[N]o person shall be deprived of life, liberty, or property, without due process of law...;"

(6) **UNITED STATES CONSTITUTION - AMENDMENT VII:** "In suits at common law, where the value in controversy shall exceed twenty dollars, the right of trial by jury shall be preserved, and no fact tried by a jury, shall be otherwise reexamined in any court of the United States, than according to the rules of the common law."

(7) **UNITED STATES CONSTITUTION - AMENDMENT XIV:** states in pertinent parts.. "[A]ll persons born or naturalized in the United States, and subject to the jurisdiction thereof, are citizens of the United States and of the state wherein they reside. No state shall make or enforce any law which shall abridge the privileges or immunities of citizens of the United States; nor shall any state deprive any person of life, liberty, or property, without due process of law; nor deny to any person within its jurisdiction the equal protection of the laws."

(8) **STATE OF SOUTH CAROLINA CONSTITUTION - ARTICLE 1 - § 3:** states in pertinent parts.. "[T]he privileges and immunities of citizens of this State

and of the United States under this Constitution shall not be abridged, nor shall any person be deprived of life, liberty, or property without due process of law, nor shall any person be denied the equal protection of the laws.”

(9) **STATE OF SOUTH CAROLINA CONSTITUTION - ARTICLE 1 - § 14:** states in pertinent parts.. “[T]he right of trial by jury shall be preserved inviolate. Any person charged with an offense shall enjoy the right to a speedy and public trial by an impartial jury; to be fully informed of the nature and cause of the accusation; to be confronted with the witnesses against him; to have compulsory process for obtaining witnesses in his favor, and to be fully heard in his defense by himself or by his counsel or by both.” [*My Verified Pleading for a Jury Trial was filed on August 12, 2008.*]

(10) **The Civil Rights Act. 42 U.S.C.A. § 1983:** “[E]very person who, under color of any statute, ordinance, regulation, custom, or usage, of any State or Territory, subjects or causes to be subjected.....any citizen of the United States or other person within the jurisdiction thereof to the deprivation of any rights, privileges, or immunities secured by the Constitution and laws, shall be liable to the party injured in an action at law, suit in equity, or other proper proceeding for redress.”

(11) *Anderson v. Creighton*, 483 U.S. 635 (1987) “[t]he right to due process of law is quite clearly established by the Due Process Clause, and thus there is a sense in which any action that violates that Clause (no matter how unclear it may be that the particular action is a violation) violates a clearly established right. Much the same could be said of any other constitutional or statutory violation.”

(12) Specifically, the United States Supreme Court stated that “[t]he most common formulation of that understanding is that a concealment or misrepresentation is material if it has a natural tendency to influence, or was capable of influencing, the decision of the decision-making body to which it was addressed.” *Kungys v. United States*, 485 U.S. 759 at 770. (citations and internal quotation marks omitted). *United States v. Weinstock*, 231 F.2d 699, 701 (D.C. Cir. 1956): held that “[t]he issue to which the false statement is material need not be the main issue; it may be a collateral issue. And it need not bear directly upon the issue but may merely augment or diminish the evidence upon some point. But it must have some weight in the process of reaching a decision.” 231 F.2d at 703.

(13) *Rule 38(a)&(d), SCRPC* clearly states the following in pertinent parts.“(a) **Right Preserved.** The right of trial by jury as declared by the Constitution or as given by a statute of South Carolina shall be preserved to the parties inviolate. Issues of fact in an action for the recovery of money only or of specific real or personal property must be tried by a jury, unless a jury trial be waived. (d) **A demand for trial by jury made as herein provided may not be withdrawn without the consent of the parties, except where an opposing party is in default under Rule 55(a).**” [Boldness and Underlining added for emphasis.]

(14) *Rule 53(b), SCRPC* - Clearly states in pertinent parts... “**Any party may request a jury pursuant to Rule 38 on any or all issues triable of right by a**

jury and, upon the filing of a jury demand, the matter shall be returned to the circuit court.” [Boldness and Underlining added for emphasis.]

(15) *Rule 43(a), SCRPC* – Clearly states in pertinent parts.. “In all trials the testimony of witnesses shall be taken orally in open court, unless otherwise provided by these rules. All evidence shall be admitted which is admissible under the statutes or rules of evidence heretofore applied in the courts of this State. In any case, the statute or rule which favors the reception of the evidence governs and the evidence shall be presented according to the most convenient method prescribed in any of the statutes or rules to which reference is herein made. The competency of a witness to testify shall be determined in like manner.”

(16) *Federal Rule 38(a) - Right to a Jury Trial; Demand* ...Clearly states... “(a) **Right Preserved.** The right of trial by jury as declared by the Seventh Amendment to the Constitution—or as provided by a federal statute—is preserved to the parties inviolate.”

(17) *Section 16-9-10 – SC Code of Laws* clearly states in pertinent parts... “[A] (1) It is unlawful for a person to wilfully give false, misleading, or incomplete testimony under oath in any court of record, judicial, administrative, or regulatory proceeding in this State. (2) It is unlawful for a person to wilfully give false, misleading, or incomplete information on a document, record, report, or form required by the laws of this State. (B) (1) A person who violates the provisions of subsection (A)(1) is guilty of a felony and, upon conviction, must be fined in the discretion of the court or imprisoned not more than five years, or both. (2) A person who violates the provisions of subsection (A)(2) is guilty of a misdemeanor and, upon conviction, must be imprisoned not more than six months or fined not less than one hundred dollars, or both. (C) A person may be convicted under this section if he induces, procures, or persuades another person to commit per-jury or if he commits perjury by his own act, consent, or agreement.”

(18) “[T]he cardinal rule of statutory construction is to ascertain and effectuate the legislative intent whenever possible.” *Strother v. Lexington County Recreation Comm’n*, 332 S.C. 54, 504 S.E.2d 117 (1998). “[W]here a statute is complete, plain, and unambiguous, legislative intent must be determined from the language of the statute itself.” *South Carolina Dep’t of Soc. Servs. v. Smith*, 343 S.C. 129, 136, 538 S.E.2d 285, 288-89 (Ct. App. 2000).

(19) “[I]n interpreting the meaning of the South Carolina Rules of Civil Procedure, the Court applies the same rules of construction used to interpret statutes.” *Maxwell v. Genez*, 356 S.C. 617, 591 S.E.2d 26 (2003); *Green v. Lewis Truck Lines, Inc.*, 314 S.C. 303, 443 S.E.2d 906 (1994). “[I]f a rule’s language is plain, unambiguous, and conveys a clear meaning, interpretation is unnecessary and the stated meaning should be enforced.” See *Maxwell*, 356 S.C. at 617, 591 S.E.2d at 26; *Knotts v. S.C. Dep’t of Natural Resources*, 348 S.C. 1, 10, 558 S.E.2d 511, 516 (2002).

(20) “[j]urisdiction” is to be broadly construed to effectuate the purposes of judicial immunity. *Stump*, 435 U.S. at 356, 98 S.Ct. at 1104-05. “[A]cts done” in the clear absence of jurisdiction,” for which no immunity is afforded, should be

distinguished from actions in "excess of jurisdiction," which fall within the ambit of immunity protection." *Id.* at 357 n. 7, 98 S.Ct. at 1105 n. 7 (quoting Bradley, 80 U.S. (13 Wall.) at 351-52).

(21) "[T]he right to trial by jury preserved by the Seventh Amendment is the right which existed under the English common law when the Amendment was adopted.. The Amendment not only preserves that right, but exhibits a studied purpose to protect it from indirect impairment through possible enlargements of the power of reexamination existing under the common law, and, to that end, declares that "no fact tried by a jury shall be otherwise reexamined in any court of the United States than according to the rules of the common law." Baltimore & Carolina Line, Inc. v. Redman, 295 U.S. 654 (1935)

(22) The aim of the Amendment is to preserve the substance of the common law right of trial by jury, as distinguished from mere matters of form or procedure, and particularly to retain the common law distinction between the province of the court and that of the jury, whereby, in the absence of express or implied consent to the contrary, issues of law are to be resolved by the court, and issues of fact are to be determined by the jury under appropriate instructions by the court. *Id.* 295 U.S., at 657.

(23) "[W]hether the facts are difficult or easy of ascertainment is immaterial, the guaranty of the Seventh Amendment operates to require the issues to be settled by the verdict of a jury unless the right thereto be waived." Slocum v. New York Life Ins. Co., 228 U.S. 364 (1913)

(24) [T]he threshold inquiry in a qualified immunity analysis is whether a constitutional violation occurred at all. Purisch v. Tennessee Tech. Univ., 76 F.3d 1414, 1423 (6th Cir. 1996); Centanni v. Eight Unknown Officers, 15 F.3d 587, 589 (6th Cir.), *cert. denied*, 512 U.S. 1236 (1994). "[O]nly if the court can find a constitutional violation does it examine whether it involved a "clearly established constitutional right of which a reasonable person would have known." Christophel v. Kulkulinsky, 61 F. 3d 479 (6th Cir. 1995) at 484-85.

(25) "[G]enerally, the relevant question in determining the right to trial by jury is whether an action is legal or equitable; there is no right to trial by jury for equitable actions." Lester, 327 S.C. at 267, 491 S.E.2d at 242. "[I]f the complaint is equitable and the counterclaim legal and compulsory, the defendant has the right to a jury trial on the counterclaim." C&S Real Estate Servs., Inc. v. Massengale, 290 S.C. 299, 302, 350 S.E.2d 191, 193 (1986). A counterclaim is compulsory "[i]f it arises out of the transaction or occurrence that is the subject matter of the opposing party's claim." *Rule 13(a), SCRPC.*

(26) "[F]raud is cognizable at law as well as in equity." Kiriakides v. Atlas Food Sys. & Serv., Inc., 338 S.C. 572, 580, 527 S.E.2d 371, 375 (Ct. App. 2000) "Actionable fraud is an action at law unless an equitable remedy is sought." "[W]here legal and equitable issues or rights are raised in the same complaint, the legal issues are for determination by a jury and the equitable issues are for determination by the court." Floyd v. Floyd, 306 S.C. 376, 379, 412 S.E.2d 397, 398-99 (1991) at 380, 412 S.E.2d at 399.

(27) Haines v. Kerner, 404 U.S. 519-421, the United States Supreme Court determined; “[p]ro se litigants are held to less stringent pleading standards than admitted or licensed bar attorneys. Regardless of the deficiencies in their pleadings, pro se litigants are entitled to the opportunity to submit evidence in support of their claims.”

(28) *S. C. Code Ann. § 40-5-80* allows a citizen to prosecute or defend his own cause, if he so desires. *Act No. 307 of 2002*, effective June 5, 2002, amended *Section 40-5-80* and deleted the authority of a citizen to defend the cause of another under certain conditions. {See also 28 U.S.C. § 1654}

(29) “[i]f disclosure of the evidence creates a reasonable probability of a different result. As the Supreme Court explained in Kyles, “the adjective is important,” and “[t]he question is not whether the defendant would more likely than not have received a different verdict with the evidence, but whether in its absence he received a fair trial, understood as a trial resulting in a verdict worthy of confidence.” Kyles, 514 U.S. at 434.

(30) “[W]hen an officer of the court commits fraud during a procedure in the court, he is engaged in fraud upon the court. Bulloch v. United States 763 F.2d 1115, 1121 (10th Cir. 1985). “[F]raud upon the court makes void the orders and judgments of that court. It is well settled law that any attempt to commit “fraud upon the court” vitiates the entire proceeding.” People of the State of Illinois v. Fred E. Sterling, 357 Ill. 354, 192, NE 229 (1934); (“[t]he maxim that fraud vitiates every transaction into which it enters applies to judgments as well as to contracts and other transactions.”)

(31) In Perry v. Heirs at Law of Gadsden, 590 S.E.2d 502 (S.C. Ct. App. 2003) South Carolina’s Appeals Court stated the following, “[F]raud upon the court is a narrow and invidious species of fraud that “subvert[s] the integrity of the Court itself, or is a fraud perpetrated by officers of the court so that the judicial machinery cannot perform in the usual manner its impartial task of adjudging cases that are presented for adjudication.” citing Chewning v. Ford Motor Co., 354 S.C. 72, 78, 579 S.E.2d 605, 608 (2003). The Appeals continued by stating, “[L]ike all other types of fraud, proving fraud upon the court requires showing that the perpetrator acted with the intent to defraud, for there is no such thing as accidental fraud.” Citing Chewning, 354 S.C. at 78, 579 S.E.2d at 608 (“‘Fraud upon the court,’ whatever else it embodies, requires a showing that one has acted with an intent to deceive or defraud the court.”) and..... *Black’s Law Dictionary* 660 (6th ed. 1990) (“As distinguished from negligence, [fraud] is always positive, intentional.”). “[F]raud upon the court by an attorney, whether or not intrinsic or extrinsic, can be used to set aside a prior judgment” Chewning v. Ford Motor Co., 354 S.C. 72, 79 S.E.2d 605 (2003)

(32) The 7th Circuit Court of Appeals clearly stated: “[W]hen any officer of the court that has committed “fraud upon the court”, the orders and judgment of that court are void, of no legal force or effect.” The 7th Circuit further stated: “[A] decision produced by fraud upon the court is not in essence a decision at all, and never becomes final.”

(33) "[W]hether the deprivation of a party's rights by actions of the court are attributable to a willful intent to defraud or a reckless disregard of rules or statutory provisions, the court has the same duty to rectify the wrong. The mechanism for protecting and maintaining the decisional integrity of our judicial system is found in the statutes and rules which govern the procedures to be followed by parties, attorneys and judges. The adjudicative integrity of a court may be defiled by the behavior of parties or attorneys which results in depriving adverse parties of substantive rights." Mallonee v. Grow, 502 P.2d 432 (Alaska 1972)

(34) "[T]he purposeful or reckless disregard of those procedural safeguards which results in the deprivation of substantive rights constitutes an impermissible corruption of court process." 2 F. Pollock & F. Maitland, *The History of English Law* 535 (2d ed. 1968).

(35) "[T]ampering with the administration of justice ... involves far more than an injury to a single litigant. It is a wrong against the institutions set up to protect and safeguard the public, institutions in which fraud cannot complacently be tolerated consistently with the good order of society. Surely it cannot be that preservation of the integrity of the judicial process must always wait upon the diligence of litigants. The public welfare demands that the agencies of public justice be not so impotent that they must always be mute and helpless victims of deception and fraud." Hazel-Atlas Glass Co. v. Hartford-Empire Co., 322 U.S. 238, 246, 64 S.Ct. 997, 1001, 88 L.Ed. 1250, 1256 (1944)

(36) "[A] conviction obtained through use of false testimony known to be such by representatives of the State, is a denial of due process. there is also a denial of due process when the State, though not soliciting false evidence, allows it to go uncorrected when it appears. In cases involving false or misleading testimony, a new trial is required if "the false testimony could . . . in any reasonable likelihood have affected the judgment of the jury . . ." Napue, 360 U.S. at 271."

(37) "[D]eliberate deception of a court and jurors by the presentation of known false evidence is incompatible with "rudimentary demands of justice." Mooney v. Holohan, 294 U.S. 103, 112 (1935)

(38) "[E]xtrinsic fraud is fraud that induces a person not to present a case or deprives a person of the opportunity to be heard. Relief is granted for extrinsic fraud on the theory that because the fraud prevented a party from fully exhibiting and trying his case, there has never been a real contest before the court on the subject matter of the action. It is fraud which misleads a court in determining issues and induces the court to find for the party perpetrating the fraud." Hilton Head Ctr. of South Carolina v. Public Serv. Comm'n, 294 S.C. 9, 11, 362 S.E.2d 176, 177 (1987)

(39) "[I]t is well settled that courts possess the inherent authority to ensure the integrity of the judicial process and guard against the procurement of judgments based on falsified testimony." Lyons v. Goldstein, 290 NY 19, 25, (1943); also Matter of Holden, 271 NY 212, 218, (1936); Furman v. Furman 153 NY 309, 314, (1897).

(40) "[p]erjured testimony is an obvious and flagrant affront to the basic concepts of judicial proceedings.", United States v. Mandujano, 425 U.S. 564, 576 (1976)

(41) "[F]alse testimony threatens the fair and effective administration of justice and the integrity of the courts. Trials are ideally a search for the truth." Nix v. Whiteside, 475 U.S. 157 (1986) (holding that a criminal defendant's constitutional right to effective assistance of counsel was not violated when his attorney refused to help him give perjured testimony)

(42) "[T]his truth-determining process depends upon the partisan, but accurate, presentation of truthful evidence by the parties." Clark v. United States, 289 U.S. 1 (1933) "[T]hus, the United States Supreme Court has aptly observed that all perjured relevant testimony is at war with justice, since it may produce a judgment not resting on truth. Therefore, it cannot be denied that it tends to defeat the sole ultimate objective of a trial." In re Michael, 326 U.S. 224, 227 (1945)

(43) United States v. Agurs, 427 U.S. 97, 103 (1976) (holding that "the Court has consistently held that a conviction obtained by the knowing use of perjured testimony is fundamentally unfair, Pyle v. Kansas, 317 U.S. 213; Alcorta v. Texas, 355 U.S. 28; Miller v. Pate, 386 U.S. 1; Donnelly v. DeChristoforo, 416 U.S. 637...and must be set aside if there is any reasonable likelihood that the false testimony could have affected the judgment of the jury.") Giglio v. United States, 405 U.S. 150; at 154, quoting from Napue v. Illinois, at 271")

(44) "[T]here is no statute of limitations when a party seeks to set aside a judgment due to fraud upon the court. Rule 60(b), SCRPC; Hagy v. Pruitt, (court has the inherent authority to set aside a judgment on the ground of extrinsic fraud in spite of any facially applicable statute of limitations). "[I]n order to secure equitable relief on the basis of fraud, the fraud must be extrinsic." Bryan v. Bryan, 220 S.C. 164, 66 S.E.2d 609 (1951) (extrinsic fraud is necessary in order to secure equitable relief vacating a prior judgment).

(45) "[A] trial court may take judicial notice of a fact only if sufficient notoriety attaches to the fact involved as to make it proper to assume its existence without proof." Moss v. Aetna Life Ins. Co., 267 S.C. 370, 228 S.E.2d 108 (1976). "[A] fact is not subject to judicial notice unless the fact is either of such common knowledge that it is accepted by the general public without qualification or contention, or its accuracy may be ascertained by reference to readily available sources of indisputable reliability." Masters v. Rodgers Dev. Group, 283 S.C. 251, 321 S.E.2d 194 (Ct. App. 1984).

(46) "[I]f the evidence as to the existence of a contract is conflicting or raises more than one reasonable inference, the issue should be submitted to the jury." Armstrong v. Collins, 366 S.C. 204, 223, 621 S.E.2d 368, 377 (Ct. App. 2005); see also Small v. Springs Indus., Inc., 292 S.C. 481, 483, 357 S.E.2d 452, 454 (1987) (same).

(47) "[A]n issue is 'material' if the facts alleged are such as to constitute a legal defense or are of such a nature as to affect the result of the action." PPG Indus.,

Inc. v. Orangeburg Paint & Decorating Ctr., Inc., 297 S.C. 176, 179, 375 S.E.2d 331, 332 (Ct. App. 1988).

(48) *Black's Law Dictionary* (9th ed. 2009), pg. 1323 – “[P]robative means tending to prove or disprove.” “Probative value is the measure of the importance of that tendency to the outcome of a case. It is the weight that a piece of relevant evidence will carry in helping the trier of fact decide the issues. The more essential the evidence, the greater its probative value.” *United States v. Stout*, 509 F.3d 796, 804 (6th Cir. 2007). (Thus, a court analyzing probative value considers the importance of the evidence and the significance of the issues to which the evidence relates.)

(49) “[R]elevant evidence means evidence having any tendency to make the existence of any fact that is of consequence to the determination of the action more probable or less probable than it would be without the evidence.” *Rule 401, SCRE*

(50) “[A]ll relevant evidence is admissible, except as otherwise provided by the Constitution of the United States, the Constitution of the State of South Carolina, statutes, these rules, or by other rules promulgated by the Supreme Court of South Carolina. Evidence which is not relevant is not admissible.” *Rule 402, SCRE*

(51) *Black's Law Dictionary* (9th Ed. 2009) pg 1134, states in pertinent parts; “**Contributory Negligence** is a claim by a defendant that the *plaintiff's* own negligence played a part in causing the plaintiff's injury and that it is significant enough to bar the *plaintiff* from recovering damages.” (*Comparative Negligence in South Carolina law*)

(52) “**Dishonesty**” as defined by *Wikipedia*, “[i]s to act without honesty. It is used to describe a lack of probity, cheating, lying or being deliberately deceptive or a lack in integrity, knavishness,.... corruption or treacherousness. Dishonesty is the fundamental component of a majority of offences relating to the acquisition, conversion and disposal of property..... defined in criminal law..... as..... fraud.” *Black's Law Dictionary* (5th ed. 1979), pg 421, defines **Dishonesty** as “[A] disposition to lie, cheat or defraud; [a] lack of integrity.”

(53) *Blacks Law Dictionary* (Revised 4th ed. 1968) pg. 414, defines **Corruption** in pertinent parts as the following:.. “[I]llegality; a vicious and fraudulent intention to evade the prohibitions of the law; something against or forbidden by law; moral turpitude or exactly opposite of honesty involving intentional disregard of law from improper motives. *State v. Barnett*, 60 Okl.Cr. 355, 69 P.2d 77, 87. An act done with an intent to give some advantage inconsistent with official duty and the rights of others. *Johnson v. U. S.*, C.C.A.Alaska, 260 F. 783, 786. The act of an official or fiduciary person who unlawfully and wrongfully uses his station or character to procure some benefit for himself or for another person, contrary to duty and the rights of others. *U. S. v. Johnson*, C.C.Ga., 26 F. 682; *Worsham v. Murchison*, 66 Ga. 719; *U. S. v. Edwards*, C.C.Ala., 43 F. 67.”

(54) *18 U.S. Code § 1346* - Definition of “scheme or artifice to defraud” “[F]or the purposes of this chapter, the term “scheme or artifice to defraud” includes a scheme or artifice to deprive another of the intangible right of honest services.”

(55) Judge Goodstein should have recused herself if she had personal issues or bias. "[A] judge should disqualify himself in a proceeding in which his impartiality might reasonably be questioned, including instances where he has a personal bias or prejudice against a party." Koon v. Fares, 379 S.C. 150, 156, 666 S.E.2d 230, 234 (2008). "[I]t is not sufficient for a party seeking disqualification to simply allege bias; rather, the party must show some evidence of bias or prejudice. If there is no evidence of judicial bias or prejudice, a judge's failure to disqualify himself will not be reversed on appeal." Id.

(56) In 1994, the U.S. Supreme Court held that "[D]isqualification is required if an objective observer would entertain reasonable questions about the judge's impartiality. If a judge's attitude or state of mind leads a detached observer to conclude that a fair and impartial hearing is unlikely, the judge must be disqualified." [Emphasis added]. Liteky v. U.S., 114 S.Ct. 1147, 1162 (1994).

(57) "[p]ositive proof of the partiality of a judge is not a requirement, only the appearance of partiality." Liljeberg v. Health Services Acquisition Corp., 486 U.S. 847, 108 S.Ct. 2194 (1988) (what matters is not the reality of bias or prejudice but its appearance); United States v. Balistreri, 779 F.2d 1191 (7th Cir. 1985) ("[S]ection 455(a) is directed against the appearance of partiality, whether or not the judge is actually biased." "Section 455(a) of the Judicial Code, 28 U.S.C. 455(a), is not intended to protect litigants from actual bias in their judge but rather to promote public confidence in the impartiality of the judicial process.").

(58) "[S]ection 455(a) 'requires a judge to recuse himself in any proceeding in which her impartiality might reasonably be questioned.'" Taylor v. O'Grady, 888 F.2d 1189 (7th Cir. 1989). In Pfizer Inc. v. Lord, 456 F.2d 532 (8th Cir. 1972), the Court stated that "[I]t is important that the litigant not only actually receive justice, but that he believes that he has received justice."

(59) "[j]ustice must satisfy the appearance of justice", Levine v. United States, 362 U.S. 610, 80 S.Ct. 1038 (1960), citing Offutt v. United States, 348 U.S. 11, 14, 75 S.Ct. 11, 13 (1954). A judge receiving a bribe from an interested party over which he is presiding, does not give the appearance of justice. "[R]ecusal under Section 455 is self-executing; a party need not file affidavits in support of recusal and the judge is obligated to recuse herself sua sponte under the stated circumstances." Taylor v. O'Grady, 888 F.2d 1189 (7th Cir. 1989).

(60) "[F]urther, the judge has a legal duty to disqualify himself even if there is no motion asking for his disqualification." The *Seventh Circuit Court of Appeals* further stated that "[W]e think that this language [455(a)] imposes a duty on the judge to act sua sponte, even if no motion or affidavit is filed." Balistreri, at 1202.

(61) "[S]hould a judge not disqualify himself, then the judge is in violation of the Due Process Clause of the U.S. Constitution." United States v. Sciuto, 521 F.2d 842, 845 (7th Cir. 1996) ("The right to a tribunal free from bias or prejudice is based, not on section 144, but on the Due Process Clause.").

C. There are additional aspects and violations associated with Case 2008-CP-38-1024 that cannot be addressed by the Fladell Settlement.

18. Reason #17 for Opting Out of the Fladell Settlement: The Settlement does not reference and cannot support my *Affirmative Defense that Wells Fargo and/or Wells Fargo's attorneys have violated its own Compliance Agreement [WF00117]*. Wells Fargo's hired lawyers have consistently concealed the material fact that no supporting documentation exists that can prove Goldengate Mortgage/David Terrell actually brokered a loan. Such documentation does not exist in reality, actuality or fact and they do not exist in the Court's Record of my case. {*Examine the Court's Records for More Evidence and Proof This is True*}

(a) Because loan #0174072777 was illegally brokered by the Unlicensed Seller – Thomas Jacobs and all Wells Fargo supporting documents that were used to approve the loan belong to the Seller, or were obtained by the fraudulent inducements of the Seller, [WF00064 & 74] Goldengate Mortgage/David Terrell is an agent of and acted on behalf of the Seller. [WF00027]

(b) There is no document in the Court of Common Pleas Records; relative to Case 2008-CP-38-1024, evidencing Wells Fargo's hired lawyers reported these facts to Wells Fargo. {*Review Wells Fargo's Filed Exhibit WF00117 & the Records of Case 2008-CP-38-1024*}

19. Under Wells Fargo's Compliance Agreement, Wells Fargo has a [D]uty to adjust any all closing documents to conform and be acceptable to the marketplace in the instance of transfer, sale or conveyance to any entity. "[D]uty' is a question of whether the Plaintiff is under any obligation for the benefit of the Defendant; and in negligence cases, the [D]uty is always the same--to conform to the legal standard of reasonable conduct in the light of the apparent risk." Huggins v. Citibank, N.A., 355 S.C. 329, 333, 585 S.E.2d 275, 277 (2003). "What the Plaintiff must do, or must not do, is a question of the standard of conduct required to satisfy the [D]uty." *Id.* " An affirmative legal [D]uty to act exists only if created by statute, contract, relationship, status, property interest, or some other special circumstance." Carson v. Adgar, 326 S.C. 212,

217, 486 S.E.2d 3, 5 (1997) **Assure** means “[t]o make certain and put beyond doubt.” {BLD}

20. Under the terms of Wells Fargo’s Compliance Agreement, [WF00117] I must cooperate with anyone acting on behalf of Wells Fargo in order to **assure** the loan documentation that was executed conforms and is acceptable to the marketplace in the instance of transfer, sale or conveyance to any entity including but not limited to any investor, Federal National Mortgage Association (FNMA), Government National Mortgage Association (GNMA) Federal Home Loan Mortgage Corporation, Department of Housing and Urban Development, Veterans Administration or any Municipal Bonding Authority. The Burden of Proof and adjustments for errors and omissions is on Wells Fargo and anyone representing Wells Fargo or acting on behalf of Wells Fargo must notify Wells Fargo if the loan’s documentation does not conform.

21. As stated, no documents exist in the Court’s Records proving Wells Fargo’s hired lawyers took steps to **assure** the loan documentation conforms to and is acceptable to the market-place in the instance of transfer, sale or conveyance to any entity. There is no evidence in the Court’s Records that can verify Wells Fargo’s hired law firms disclosed to Wells Fargo that based on the Compliance Agreement, the information received from Dorothy Sistrunk, with whom a written and signed Compliance Agreement exists...the only legitimate adjustment for errors and omissions in the loan’s documentation is Rescission or Cancellation.

22. There is no documentation or evidence in the Court’s Records that Wells Fargo’s hired lawyers notified Wells Fargo that according to the information received from Dorothy Sistrunk by admissions, depositions, record production, sworn testimony and in sworn affidavits, loan #0174072777 was brokered entirely by Thomas Jacobs and not by Goldengate Mortgage. Goldengate Mortgage, based on Wells Fargo’s own documents, is a paperwork conduit for the illegal brokering activities of the Seller - Thomas Jacobs, that was also helped by the Appraiser – Jim H. Austin, III. There is also evidence of **Complicity** by Well Fargo’s employees -WF00125.

23. There is no documentation or evidence in the Records of the Court of Common Pleas in Orangeburg, South Carolina that can prove Wells Fargo's hired lawyers notified Wells Fargo that based on verifiable information that Wells Fargo can obtain from local and state agencies, and the sworn statements from Dorothy Sistrunk, Thomas Jacobs had no "Building Permit" to do repairs at 423 Bayne Street. Jim H. Austin III, LIED. the broker, David Terrell LIED. The Satisfaction Completion Certification used by underwriters in whole or in part to approve the loan is a Scam, fraudulent misrepresentation.... and a fraudulent concealment of material facts. No repairs were completed, the appraisal is falsified and the property value inflated. **In short, all values are falsified and no legitimate mortgage ever existed.**

24. There is no documentation or evidence in the Records of the Court of Common Pleas in Orangeburg, South Carolina that can prove Wells Fargo's hired lawyers notified Wells Fargo that the loan was void *ab initio*. In addition to being obtained in violation of state and federal law, the loan was also obtained with an unauthorized credit report. If Wells Fargo's hired law firms fail to accurately disclose this information to Wells Fargo, the hired law firms are knowingly perpetuating the fraud for financial gain at my expense and Wells Fargo's and Wells Fargo's hired lawyers are committing another fraud upon the litigants. This is in addition to the Massive Filing Fraud of attorneys Elizabeth Scott Moise and James H. Burns during the Stay/TRO. *{No Evidence or Documentation Exists in the Court's Records to Support Compliance by Attorneys}*

25. For 6 years, Wells Fargo's hired law firms have concealed the truth from Wells Fargo by not reporting to Wells Fargo; an entity created by law, that based on the information received from me and a Witness pursuant to the Compliance Agreement, loan #0174072777 cannot be adjusted for errors and omissions, it cannot conform to.. or become acceptable to the marketplace for conveyance, transfer or sale... due to fraudulent documentation from the Seller, Broker and Appraiser; as well as, **False Certification** by a notary – Debra C. Galloway who was aided and abetted by Stephanie Hammond. *{See Wells Fargo's Filed Exhibits WF00001-38, 58, 60 and 97}*

26. I have cooperated fully and resisted unnecessary depositions and document production. If you have personal knowledge, the evidence is in Wells Fargo's documents and the truth about the Seller's, the Broker's, the Appraiser's, the Closing Attorney's and Wells Fargo's own illegal activity can be verified from local and state agencies; as well as, from eyewitness testimony. This case should have been dismissed and would have been dismissed if it were not for Judge Goodstein's violations of Federal and State constitutional guarantees of a Trial by Jury, fair and impartial hearings, her violations of the Civil Procedure Rules and misrepresentation of facts.

27. My ***Affirmative Defense*** that as agents or representatives of Wells Fargo, and pursuant to the Wells Fargo's Compliance Agreement and "Attorney-Client Privilege", Nelson Mullins Riley & Scarborough, LLP, and Rogers Townsend & Thomas, PC; acting on behalf of Wells Fargo, have concealed from Wells Fargo the information they received in the form of admissions, document production, interrogatories, **Verified Pleadings** and a deposition that allowed them to report to Wells Fargo that Wells Fargo's loan documentation does not conform to and is not acceptable to the marketplace.. in the instance of transfer, sale.. or.. conveyance to any entity.

(1) "[T]he passive nondisclosure of information, one party has an affirmative duty to disclose information, and that party's failure to disclose the information serves as a substitute for the false representation element required in fraud." Triggs v. Risinger, 772 S.W.2d 381, 382 (Mo.App.1989); see, also, Scott v. Hill, 330 Mo. 490, 50 S.W.2d 110, 111 (1932)

(2) Smith v. General Motors Corp., 979 S.W.2d 127, 129 (Ky.Ct. App.1998); Osterberger v. Hites Construction Co., 599 S.W.2d 221, 227 (Mo.App. 1980). "[I]t is, of course, well established that mere silence is not fraudulent absent a duty to disclose." Smith, 979 S.W.2d at 129. "[A] duty to disclose may arise from a fiduciary relationship, from a partial disclosure of information, or from particular circumstances such as where one party to a contract has superior knowledge and is relied upon to disclose this knowledge." *Id*

(3) "[W]hether a legal duty exists is a question of law." Hallquist v. Midden, 196 S.W.3d 601, 604 (Mo.App. E.D.2006). "[A] legal duty owed by one party to another may arise under at least three sources: (1) the legislature; (2) the law; or (3) a contract." Cupp v. National Railroad Passenger Corp., 138 S.W.3d 766, 771 (Mo.App. E.D.2004). "[I]n nondisclosure cases, a party's silence amounts to representation where the law imposes a duty to speak." Andes, 853 S.W.2d at 943.

28. **Reason #18 for Opting Out of the Fladell Settlement:** The Settlement does not reference and cannot support my *Counterclaim that Wells Fargo is perpetuating a Conspiracy to Defraud with the falsified, forged, altered and/or unauthorized documents of the Seller, Goldengate Mortgage, Appraiser and/or Wells Fargo's own employees.* The relevant documents have been identified and explained with specificity and particularity in this pleading. {*Wells Fargo's Reliance on Falsified, Forged, Altered & Unauthorized Usage of Documents After the Facts Were Known Are Available if Needed for Exhibits at the Fairness Hearing on 09/18/2014*}

29. **Reason #19 for Opting Out of the Fladell Settlement:** The Settlement does not reference and cannot support my *Affirmative Defense of "Willful Blindness" after being duly notified and after all the facts were known.* Janet Frotscher's relevant letters have been identified and explained with specificity and particularity in this pleading. {*Janet Frotscher's Letters Relative to False Accusations & Misrepresentation of Material Facts Are Available if Needed for Exhibits at the Fairness Hearing on 09/18/2014*}

30. **Reason #20 for Opting Out of the Fladell Settlement:** The Settlement does not reference and cannot support my *Affirmative Defense of "Comparative Negligence" after being duly notified and after all the facts were known.* The relevant letters and faxes to Wells Fargo have been identified and explained with specificity and particularity in this pleading. {*My Letters and Faxes Relative to Wells Fargo's Negligence After the Facts Were Known Are Available for Exhibits if Needed at the Fairness Hearing on 09/18/2014*}

31. **Reason #21 for Opting Out of the Fladell Settlement:** The Settlement does not reference and cannot support my *Affirmative Defense of "Failure to Mitigate Losses" after being duly notified and after all the facts were known.* Relevant letters and faxes to Wells Fargo have been identified and explained with specificity and particularity in this pleading. {*My Letters and Faxes Are Available as Exhibits if Needed for the Fairness Hearing on 09/18/2014*}

32. **Reason #22 for Opting Out of the Fladell Settlement:** I must opt out of the Fladell Settlement because in addition to the **Counterclaims** and **Affirmative Defenses** that have been identified on the previous pages in this **Verified Pleading**, there are more.. that are scattered in over 50 **Verified Pleadings** that have already been filed in the Court of Common Pleas in Orangeburg, South Carolina. These **Defenses** and **Counterclaims** either matured or were acquired over a 6 year period that the Fladell Settlement cannot address or support. Judge Goodstein did not realize I had additional **Affirmative Defenses** and **Counterclaims** in **Verified Pleadings**; as evidence by her Court Orders, that did not reference a single **Verified Pleading** or a single **Counterclaim** and/or **Affirmative Defense** in them. Therefore, they were never considered or ruled upon as judicial admissions, evidentiary admissions and/or conclusions of law.

(1) "[A]llegations contained in verified pleadings are deemed to be admissions of fact." *Winnetka Bank v. Mandas*, 202 Ill. App. 3d 373, 397 (1st Dist. 1990). "[W]hen a pleading is verified, every subsequent pleading must also be verified unless the trial court excuses the verification." *Pinnacle Corp. v. Village of Lake in the Hills*, 258 Ill.App.3rd 205, 209, 196 Ill.Dec.567, 630 N.E.2d 502 (1994). "[O]nce a pleading has been verified, facts contained within it are judicial admissions that remain part of the record and are admissible against the pleading party, even if the pleading is subsequently amended. *Id.*" *Fidelity Financial Services, Inc. v. Hicks*, 214 Ill.App.3d 398, 574 N.E.2d 15, 158 Ill.Dec. 221 (1st Dist. 1991) (admissions in verified pleading that are not product of mistake or inadvertence become binding judicial admissions)

(2) My **Verified Pleadings** have thoroughly identified;.. and with the supporting evidence..., that Wells Fargo's mortgage and note constitute an illegal contract. The Minnesota Court of Appeals addressed illegal contracts by stating, "[t]he application of the doctrine of *in pari delicto* is appropriate for (1) preventing enforcement of a contract the performance of which is illegal." *Brubaker v. Hi-Banks Resort Corp.*, 415 N.W.2d 680, 684 (Minn. App. 1987). The Supreme Court of Minnesota has held, "[a]nyone who engages in a fraudulent scheme forfeits all right to protection, either at law or in equity." *State by Head v. AAMCO Automatic Transmissions, Inc.*, 293 Minn. 342, 347 (1972).

(3) "[W]hen a party raises affirmative defenses, 'a summary judgment should not be granted where there are issues of fact raised by the affirmative defenses which have not been effectively factually challenged and refuted.'" *Alejandro v. Deutsche Bank Trust Co. Ams.*, 44 So. 3d 1288, 289 (Fla. 4th DCA 2010) (quoting *Cufferi v. Royal Palm Dev. Co.*, 516 So.2d 983, 984 (Fla. 4th DCA 1987)). "[T]he movant must disprove the affirmative defenses or show they are legally insufficient. *Id.*

(4) “[A]ffirmative defenses will not be struck if they are sufficient as a matter of law or if they present a question of law or fact.” United States v. 416.81 Acres of Land, 514 F.2d 627, 631 (7th Cir. 1975); FDIC v. Niblo, 821 F. Supp. 441, 449 (N.D. Tex. 1993)

(5) “[W]hen a party raises affirmative defenses, “[a] summary judgment should not be granted where there are issues of fact raised by [the] affirmative defense[s] which have not been effectively factually challenged and refuted.” Cufferi v. Royal Palm Dev. Co., 516 So. 2d 983, 984 (Fla. 4th DCA 1987). “[T]hus, “[i]n order for a plaintiff . . . to obtain a summary judgment when the defendant asserts affirmative defenses, the plaintiff must either disprove those defenses by evidence or establish the legal insufficiency of the defenses.”” *Id.* (quoting Bunner v. Fla. Coast Bank of Coral Springs, N.A., 390 So. 2d 126, 127 (Fla. 4th DCA 1980)). “[I]n such instances, “[t]he burden is on the plaintiff, as the moving party, to demonstrate that the defendant could not prevail.” *Id.*

(6) The *Fourth DCA* reversed summary judgment where Wells Fargo did not refute affirmative defenses raised in an affidavit in opposition to summary judgment. Woodrum v. Wells Fargo Mortgage Bank, 73 So. 3d 873 (Fla. 4th DCA 2011). (holding there is no case law supporting Wells Fargo’s position that affirmative defenses raised in an affidavit cannot be considered.)

(7) “[A] reply is required only if the pleader wishes to avoid the affirmative defenses.” Hertz Commercial Leasing Corp. v. Seebeck, 399 So.2d 1110, 1111 (Fla. 5th DCA 1981). “[O]nce an affirmative defense is raised, the Plaintiff has the burden of either disproving it or establishing the legal insufficiency of the affirmative defense. Florida Dept. of Agric. v. Go Bungee, Inc., 678 So.2d 920, 921 (Fla. 5th DCA 1996), citing Wilson v. Pruette, 422 So.2d 351, 352 (Fla. 2d DCA 1982)

(8) “[A]ffirmative defenses raise some new matter that defeats the plaintiff’s claim. Tropical Exterminators, Inc. v. Murray, 171 So. 2d 432 (Fla. 2d DCA 1965) “[A]ffirmative defenses are subject to the same pleading rules as the complaint.” Burns v. Equilease Corp., 357 So.2d 786, 787 (Fla. 3d DCA 1978) “[P]articularity requirement applies to defenses alleging fraud or mistake.” Thompson v. Bank of New York, 862 So.2d 768, 770 (Fla. 4th DCA 2003)

(9) “[I]n order to be entitled to summary judgment as a matter of law, the party seeking summary judgment must not only establish that no genuine issues of material fact exist as to the party’s claims but must also either factually refute the affirmative defenses or establish that they are legally insufficient.” Jones v. State ex rel. City of Winter Haven, 870 So. 2d 52, 55 (Fla. 2d DCA 2003); Kimmick v. U.S. Bank Nat’l Ass’n, 83 So. 3d 877, 879 (Fla. 4th DCA 2012)

(10) Stop & Shoppe Mart, Inc., 854 So. 2d at 787; Wendt v. Laske, 760 So. 2d 1125 (Fla. 5th DCA 2000), (reversing summary judgment where affirmative defenses were raised that were not addressed in trial court’s order); Fla. Dep’t of Agric. v. Go Bungee, Inc., 678 So. 2d 920, 921 (Fla. 5th DCA 1996) (holding trial court’s failure to address affirmative defenses before granting summary judgment was error).

33. **Reason #23 for Opting Out of the Fladell Settlement:** I must opt out of the Fladell Settlement because in my case, Wells Fargo's attorneys cannot prove I harmed Wells Fargo.

- (1) I did not broker the loan. Thomas Jacobs did that and Goldengate Mortgage concealed it and LIED about it. I have been notifying Wells Fargo for 6 years.
- (2) I did not appraise the property. According to Janet Frotscher in her letters, Jim H. Austin, III did that and **Golden Gate Mortgage, Inc.**
- (3) I did not send Wells Fargo any documents with fraudulent representations. Goldengate Mortgage, the Seller, Appraiser and Debra C. Galloway did that.
- (4) Wells Fargo paid the Seller - \$75,000.00 for his fraudulent representations about 423 Bayne Street....not me....nor did Wells Fargo rely on any authorized information from me. Wells Fargo relied on someone else's representations.
- (5) Goldengate did not and Wells Fargo did not call me or communicate with me at any time prior to 12/21/2007 to inquire about a residential mortgage loan.
- (6) Wells Fargo has presented no evidence to refute or deny my statement of fact that David Terrell has never seen me, know me, or corresponded with me either in person, by mail or by any authorized representative. Then how did he obtain the loan paperwork, if Thomas Jacobs – the unlicensed Seller and property owner did not give it to him or submitted it himself as **Golden Gate Mortgage, Inc.?**
- (7) Janet Frotscher has presented no evidence that she knows me, has seen me or was physically present at 423 Bayne Street in Orangeburg, South Carolina on September 14, 2007.
- (8) Wells Fargo relied exclusively on the representations of Goldengate and the documents or representations of the Unlicensed Seller, the Appraiser, the Player Law Firm, its hired lawyers, its Executive Resolution Team and its Underwriters.
- (9) Wells Fargo and Janet Frotscher's Executive Resolution Team have not provided any evidence that the documents supporting its loan, mortgage and note are not falsified and forgeries by substitution or forgeries by any other means..
- (10) After February 21, 2008 and prior to June 26, 2008, Wells Fargo has not provided any evidence that appropriate actions were taken to investigate allegations of suspected "Fraud" or initiated an onsite investigation to determine the extent of the Seller's, Goldengate's and Appraiser's misrepresentations. No 7-59 document belongs to me.. or...was ordered for me. Janet Frotscher knew this by 02/29/2008.
- (11) Janet Frotscher has already admitted in her February 21, 2008 letter, the "Value" of the Note & Mortgage were taken from the appraisal ordered by the Broker. If the value is falsified, the mortgage value is falsified and the note is unenforceable because it is based on Jim H. Austin, III's falsified value.
- (12) If documents Wells Fargo relied upon to make decisions cannot be verified, validated or substantiated and are filled with lies, half truths, misrepresentation of fact, omissions and/or misleading information, Wells Fargo's acceptance and reliance upon falsified documents is to Wells Fargo's detriment. **I have no liability.**

(13) As codified in the statutory laws of 13 states, Wells Fargo is justified in seeking restitution from the individual(s) that sent them false and misleading documents and/or misrepresented material matters or material facts upon which Wells Fargo justifiably relied, i.e., the Appraiser, Goldengate Mortgage, the Seller, the Player Law Firm, Wells Fargo's Executive Resolution Team...and...Underwriters... not me.

(14) Based on Wells Fargo's filed documents, Wells Fargo's loan, note and mortgage were an illegal transaction when it was received on December 04, 2007.

(15) I am not responsible for Wells Fargo's errors in judgment or bad decisions. Wells Fargo should have filed lawsuits against Goldengate Mortgage/David Terrell, **Golden Gate Mortgage, Inc.**, the Seller, the Appraiser, the Player Law Firm and Janet Frotscher rather than persecute me. Wells Fargo did not base its loan, note and mortgage on any supporting documents or information from me.

(16) If Wells Fargo knowingly accepted a lie, rather than truth; or knowingly accepted a falsified document to substantiate value, rather than one that can be verified, then Wells Fargo does so to its detriment. Wells Fargo is barred from receiving any relief in any court of competent jurisdiction due to its own contributory or comparative negligence and reckless and/or corrupt banking practices.

(17) I have presented the Court sufficient credible evidence to show Wells Fargo knowingly ignored evidence of fraud and used a falsified appraisal #7-59 to establish the "Value" of its note, loan and mortgage. It is immaterial that Wells Fargo claims it did not know it was falsified, the fact remains that they are falsified and I did not send them to Wells Fargo. After January 14, 2008, Wells Fargo knew they were falsified and had all the evidence of falsification by the end of February 2008.

(18) Should Wells Fargo defend the practice of accepting and using falsified documents to support its mortgage backed securities, Wells Fargo (being a bank) has the potential to defraud millions of people. It is the duty of the Courts to prevent, not aid and abet fraudulent conduct.

(19) My signature does not make Wells Fargo's fraudulent note and mortgage any less fraudulent or exempt it from the FBI's designation that mortgage fraud is illegal and using falsified documents and inflated appraisals to support mortgages and/or notes is an illegal act.

(20) I did not falsely certify Wells Fargo mortgage. Debra C. Galloway and Stephanie Hammond did that at the Player Law Firm.

(21) I did not conceal any material facts. The Seller, Goldengate, the Appraiser and the Closing Attorney did that. Janet Frotscher also did that after being duly notified and after all the facts were known; especially, knowing the Seller brokered the loan.

(22) I did not falsify my income. Goldengate and Wells Fargo's employees did that in order to avoid complying with the statutory requirements of § 37-23-40(1)-(2).

(23) I did not engage in forgery. Goldengate Mortgage, the Appraiser and Wells Fargo's employees did that. I was not in Columbia, SC on 11/26/2007...and.. I was not in Raleigh, NC on 12/20/2007 to sign any documents.

34. **Reason #24 for Opting Out of the Fladell Settlement:** I must opt out of the Settlement based on the information on pages 57 and 58 that is proven by Wells Fargo's own document file, Wells Fargo can cancel its illegally brokered loan, its home improvement and mortgage fraud, its loan that was closed in violation of federal and state laws, its loan that was approved with an unauthorized credit report and its falsely certified illegal predatory lending scheme because Wells Fargo has legitimate Causes of Action against the following:

- (1) The Seller – Thomas Jacobs – for LYING, fraudulent concealment of material facts, misrepresentation of material facts and a **Conspiracy to Defraud**.
- (2) The Broker – David Terrell / Goldengate Mortgage - for LYING, fraudulent concealment of material facts and supporting a **Conspiracy to Defraud**.
- (3) The Appraiser – Jim H. Austin, III - for LYING, fraudulent concealment of material facts and supporting a **Conspiracy to Defraud**.
- (4) Wells Fargo's Underwriting Department at Wells Fargo Home Mortgage for incompetence, negligence, altering documents, forging signatures and **Ignoring the Evidence of Fraud**.
- (5) Debra C. Galloway for violating a federal mandate, *24 CFR Part 35-Subpart A*, and along with Stephanie Hammond at The Player Law Firm for fraudulent concealment of material facts, **Constructive Fraud** for **Falsely Certifying** Wells Fargo's Mortgage and failing to notify Wells Fargo to cancel all checks or funds relative to loan 0174072777 after being duly notified of the Seller's misrepresentations, deceit and deception on December 24, 2007.
- (6) Kathryn R. Perkinson for non-disclosure and concealing material facts relative to the Seller's fraudulent representations after being duly notified on December 22, 2007 by a taped message and on December 24, 2007 by phone.
- (7) Janet Frotscher and her Executive Resolution Team for concealing and misrepresenting material facts, defaming a customer, falsely accusing a customer and failing to cancel the loan in February and May of 2008 after the facts were known.
- (8) The Law Firm of Rogers Townsend & Thomas, PC for concealing material facts from Wells Fargo after discovering information relative to a **Conspiracy to Defraud** with falsified documents and not reporting it to Wells Fargo in accordance with Wells Fargo's Compliance Agreement to assure loan 0174072777's documentation conformed to and is acceptable to the market place for transfer, sale or conveyance to any entity.
- (9) The Law Firm of Nelson Mullins Riley & Scarborough, LLP for concealing material facts from Wells Fargo in order to maintain legal fees after discovering information relative to a **Conspiracy to Defraud** with falsified documents and not reporting it to Wells Fargo for the same reason as Rogers Townsend & Thomas.

(1) “[F]or a case of fraud based on suppression of a fact, a plaintiff must establish that the defendant had a duty to disclose a material fact.” Smith v. General Motors Corp., 979 S.W.2d 127, 129 (Ky.Ct. App.1998); Osterberger v. Hites Construction Co., 599 S.W.2d 221, 227 (Mo.App. 1980). “It is, of course, well established that mere silence is not fraudulent absent a duty to disclose. A duty to disclose may arise from a fiduciary relationship” Smith, 979 S.W.2d at 129.

(2) *Section 551 of the Restatement (Second) Torts*, makes it clear that under some circumstances a person’s failure to disclose information constitutes a positive misrepresentation. Kesselring v. St. Louis Group, Inc., 74 S.W.3d 809, 814 (Mo.App. E.D.,2002). The Missouri Court of Appeals has made it clear that non-disclosure amounts to a misrepresentation only when the person is under a duty to disclose. *Id.*

(3) “[S]ilence can be an act of fraud where matters are not what they appear to be and the true state of affairs is not discoverable by ordinary diligence.” Bayne v. Jenkins, 593 S.W.2d 519, 529 (Mo. banc 1980). See Groothand v. Schlueter, 949 S.W.2d 923, 930 (Mo.App. W.D.1997) (buyer may rely on seller where the facts are ‘peculiarly within the knowledge’ of seller and ‘the truth is difficult for the buyer to ascertain’) “[I]n nondisclosure cases, a party’s silence amounts to a representation where the law imposes a duty to speak.” Andes v. Albano, 853 S.W.2d 936, 943 (Mo. banc 1993) at 943.

(4) “[O]ne who fails to disclose to another a fact that he knows may justifiably induce the other to act or refrain from acting in a business transaction is subject to the same liability as for an affirmative misrepresentation if, but only if, he is under a duty to the other to exercise reasonable care to disclose the matter.” Arctic Tug & Barge, Inc. v. Raleigh, Schwarz & Powell, 956 P.2d 1199, 1202 (Alaska 1998).

(5) “[T]he test of whether a plaintiff relied upon a misrepresentation is simply whether the representation was a material factor influencing final action.” Grossoehme v. Cordell, 904 S.W.2d 392, 397 (Mo.App. W.D.1995)

(6) “[G]enerally, courts will not enforce contracts that are illegal or violate public policy.” White v. J.M. Brown Amusement Co., Inc., 360 S.C. 366, 371, 601 S.E.2d 342, 345 (2004) (“The general rule, well established in South Carolina, is that courts will not enforce a contract when the subject matter of the contract or an act required for performance violates public policy as expressed in constitutional provisions, statutory law, or judicial decisions.”); see also Beach Co. v. Twillman, Ltd., 351 S.C. 56, 64, 566 S.E.2d 863, 866 (Ct. App. 2002) (holding that illegal contracts are void and unenforceable, such that actions for its breach may not be maintained).

(7) “[N]o person is permitted to acquire a right of action from an unlawful act and that one who participates in an unlawful act cannot recover damages for the consequence of that act. This rule applies at both law and in equity and whether the cause of action is in contract or in tort.” Jackson, 313 S.C. at 276, 437 S.E.2d at 170.

II. THE OBJECTIVES OF THE FLADELL SETTLEMENT DO NOT COINCIDE WITH THE RELIEF I AM SEEKING AND EXPECTING FROM SOUTH CAROLINA'S JUDICIAL SYSTEM

A. My objectives and goals are different.

35. **Reason #25 for Opting Out of the Fladell Settlement:** I must opt out of the Settlement for the following additional reasons: There is no reference in the Fladell Settlement to Wells Fargo cancelling or rescinding mortgages and their notes if the mortgage loan was:

(a) Illegally brokered by an Unlicensed Seller that disguised the broker; e.g., Goldengate Mortgage; David Terrell as a lender - **Golden Gate Mortgage, Inc.**, and business associate of the seller. This is what happened in my case and this is one of my ***Affirmative Defenses*** that is supported by Wells Fargo's filed exhibits [WF00001-27, 64 & 74].

(b) Since these actions are violations of South Carolina and federal laws and evidence an illegal contract that is nullified by § 36-3-305(a)(1)(ii)-(iii) - SC Code of Laws, my ***Affirmative Defense of an Illegal Contract based on falsified documents*** is also supported by:

§§ 16-13-10; 34-3-110; 40-58-20; subsections (2)(23)(36)&(40); 40-58-30 subsections (A)&(B); 40-58-50(E)(1); 40-58-70-subsections (1)-(3) - SC Code of Laws; 18 USC § 1001(a); 18 USC § 1014 and 18 USC § 1344.

(1) There is no evidence in the records of my case that proves **Golden Gate Mortgage, Inc.**, and Goldengate Mortgage/David Terrell are the same company.

(2) There is no evidence in the records of my case that proves Thomas Jacobs is not a co-owner and/or a principal of **Golden Gate Mortgage, Inc.**,

(3) There is no evidence in the Court's Records that disproves I am an innocent victim of a **Conspiracy to Defraud** that was executed by individuals familiar with the mortgage industry and South Carolina's Court procedures. My ***Counterclaim that Wells Fargo is perpetuating a Conspiracy to Defraud with the falsified, forged and altered documents of the Seller, Goldengate, the Appraiser..and Wells Fargo's own employees*** is supported by [Wells Fargo's Filed Exhibits WF00001-38, 50, 60, 65-73, 78-87 & 97].

(c) A home improvement and mortgage fraud based on falsified documents ordered for a 2nd and/or 3rd party [*Wells Fargo's Filed Exhibits WF00001-27*]. This is what has happened in my case and is continuing to happen. My ***Counterclaim that Wells Fargo is perpetuating a Home Improvement and Mortgage Fraud based on the deliberate use of falsified Appraisals ordered for 2nd or 3rd parties*** is also supported by Wells Fargo's filed [*Exhibits WF00001-27*]; my filed [*Exhibits 4-64*]; as well as, § 40-58-70(6)(a)-(c) – SC Code of Laws and [*Exhibit 113*].

(d) Closed in violation of federal laws and/or regulations. This is what happened in my case. My ***Counterclaim that Wells Fargo's Mortgage, Loan & Note were closed in violation of federal laws and/or regulations*** e.g., 24 CFR Part 35- Subpart A; is supported by Wells Fargo's filed [*Exhibits WF00030-38*; *My Filed Exhibits 68-69*; 15 USC § 1681n(a); Wells Fargo's filed [*Exhibits WF00065-73*]; and 18 U.S.C. § 1346.

(e) Approved with an unauthorized credit report by Wells Fargo's own employees. My ***Counterclaim that Wells Fargo's employees used an unauthorized credit report to approve the loan*** is supported by Wells Fargo's filed [*Exhibits WF00065-73*] and 15 USC § 1681n(a).

(f) Falsely certified in violation of South Carolina's Uniform Recognition Of Acknowledgements Act. This is what happened in my case. My ***Counterclaim that Wells Fargo's Mortgage is Falsely Certified in violation of South Carolina's Uniform Recognition of Acknowledgements Act***; specifically; §§ 26-3-50(1)&(3); 26-3-60(1)-(3)(a); and 30-5-30(B)-(C) – SC Code of Laws is supported by Wells Fargo's filed [*Exhibits WF00058, 60 & 97*]

(g) Closed in violation of South Carolina's High Cost And Consumer Home Loan Act. This is what happened in my case. My ***Counterclaim that Wells Fargo's Mortgage Loan violated South Carolina's High Cost and Consumer Home Loan Act***; specially, §§ 37-23-40(1)-(2) and 37-23-60 – SC Code of Laws is supported by Wells Fargo's filed [*Exhibits WF00030-38 61-62*] and my filed [*Exhibit 66*]. Wells Fargo and Goldengate falsified my income and debts.

(h) Closed in violation of South Carolina's Unfair Trade Practices Act. My ***Counterclaim that Wells Fargo's Mortgage Loan violates South Carolina's Unfair Trade Practices Act by demanding payment on an illegally brokered loan, a home improvement and mortgage fraud, a loan closed in violation of South Carolina and Federal laws, a loan approved with an unauthorized Credit Report, a falsely certified mortgage and an illegal predatory lending scheme that are supported by falsified, forged and altered documents belonging to a second and/or third party***, is an unfair trade practice that is a matter of public interest. My ***Counterclaim*** is supported by Wells Fargo's filed [Exhibits WF00001-137]; my filed [Exhibits 1-297] that includes [Exhibit 113 – the Property]; and §§ 39-5-20(a)-(b) and 39-5-50(a)-(b) – SC Code of Laws.

(i) Unconscionable at the time it was closed on December 21, 2007. The appraisals and Goldengate's documents were not at the closing. My ***Counterclaim that Wells Fargo's Mortgage Loan is Unconscionable*** is supported by Wells Fargo's filed [Exhibits WF00001-137], [Exhibit 113 – the Property] and § 37-5-108 – SC Code of Laws. Because the value of Wells Fargo's mortgage, loan and note is falsified (**Re: 0174072777**), Wells Fargo's filed exhibits also prove **Mortgage Fraud, Securities Fraud, Mortgage Insurance Fraud, Title Insurance Fraud, Hazard Insurance Fraud, Appraisal Fraud, Document Fraud, Contract Fraud, Notary Fraud, perpetuation of the Seller's, Goldengate's and Appraiser's Conspiracy to Defraud**; as well as, Wells Fargo's own employees **Scheme or Artifice to Defraud** with the falsified documents of 2nd or 3rd parties after all the facts were known.

(j) Approved based on forgeries by substitution or forgery by any other means and document alteration. My ***Affirmative Defense of Forgery*** is supported by Wells Fargo's filed [Exhibits WF0001-13; 29-38; 63-64 and 81-87] I was not in Columbia, SC on 11/26/2007 and David Terrell was not in Orangeburg. According to forgery experts, waviness is indicative of tracing.

36. **Reason #26 for Opting Out of the Fladell Settlement:** I must opt out of the Settlement because there is no reference in the Settlement that Wells Fargo will take affirmative action to remove mortgages with falsified values..... or..... notify appropriate authorities.

(a) The value of Wells Fargo's mortgage that is recorded in Orangeburg County's Office of the Register of Deeds in Mortgage Book 01914 is falsified and must be removed by cancellation, Court Order or any other legal means.

(b) Orangeburg County's Tax Assessor's office must also be notified about the falsified value of 423 Bayne Street, because of the higher taxes I must pay when Wells Fargo stops paying.

(c) Wells Fargo also filed a false Lis Pendens. Well Fargo has known about the falsified value of its mortgage, loan and note as early as December 22, 2007, specifically, by January 14, 2008 and definitely by the end of February 2008. Janet Frotscher deliberately concealed the subject matter in the faxed documents and letters she received by calling it "correspondence".

{See Wells Fargo's Filed Exhibit WF00120 @ paragraph 1}

37. Unlike *Arizona's Rev. Stat. § 13-2320(4)*; *Florida's Stat. Ann. § 817.545(2)(d)*; *Maryland's Code Ann. Real Property, § 7-401(d)(6)* and *Mississippi's Code Ann. § 97-23-107(1)(e)* that includes the filing of falsified mortgages as a statutory offense, ("**Files or causes to be filed with the office of the county recorder of any county of this state any residential mortgage loan document that the person knows to contain a deliberate misstatement, misrepresentation or material omission.**") No such statute exists in South Carolina, at least, my husband cannot find it.

38. Unlike some other states; that have finally realized the victims of mortgage fraud are the ones being persecuted in the courts and not the appraisers, brokers, sellers, closing attorneys and other mortgage insiders that actually committed the crime by sending falsified and forged documents to lenders, South Carolina had no effective legal procedure for reporting Mortgage Fraud in 2007 or 2008. The criminals get paid while the trusting and innocent victims lose their homes.

39. During January and February of 2008, my husband called South Carolina's Attorney General's Office to report the fraud associated with loan 0174072777. He was told to contact an attorney because legal advice could not be given and the Attorney General's Office only dealt with state matters. OPSD told us to contact the FBI and the FBI's field office in Columbia, SC told us to contact Wells Fargo. However, the agent did tell us to come to Columbia, if we wanted to file a report anyway. SCDCA and the OCC did not tell us to contact any law enforcement authority. However, in the following states, statutory investigative and prosecutorial authority does exist.

(1) *Colorado Rev. Stat. § 18-4-401(c)*; "The district attorneys and the attorney general have concurrent jurisdiction to investigate and prosecute a violation of this section that involves making false statements or filing or facilitating the use of a document known to contain a false statement or material omission relied upon by another person in the mortgage lending process."

(2) *Georgia Code Ann. § 16-8-104 - Authority to investigate and prosecute for residential mortgage fraud* – "District attorneys and the Attorney General shall have the authority to conduct the criminal investigation and prosecution of all cases of residential mortgage fraud under this article or under any other provision of this title. Nothing in this Code section shall be construed to preclude otherwise authorized law enforcement agencies from conducting investigations of offenses related to residential mortgage fraud."

(3) *Mississippi Code Ann. § 97-23-107(4)*; "District attorneys and the Attorney General shall have the authority to conduct the criminal investigation of all cases of residential mortgage fraud under this section."

40. My *Affirmative Defense of No Obligation under Wells Fargo's Note and Mortgage* is supported by Wells Fargo's filed [*Exhibits WF00039-60*]. There is no language in Wells Fargo's mortgage or note that specifically states: "I promise to pay the lender even if:

- (1) The supporting documents are falsified, forgeries or altered.
- (2) The note's and mortgage's value are falsified and/or inflated.
- (3) Obtained in violation of a state law/s.
- (4) Obtained in violation of a federal and/or international law/s.
- (5) Obtained by fraudulent concealment or non-disclosure of material facts.
- (6) Obtained by fraudulent misrepresentation or distorting material facts."

Such language is not written into Wells Fargo's mortgage or note, because it would be an illegal contract under state, federal and international law...deeming illegal contracts are not enforceable.

(1) “[N]o person is permitted to acquire a right of action from an unlawful act and that one who participates in an unlawful act cannot recover damages for the consequence of that act. This rule applies at both law and in equity and whether the cause of action is in contract or in tort.” Jackson, 313 S.C. at 276, 437 S.E.2d at 170.

(2) The Supreme Court of Minnesota has held “[a]nyone who engages in a fraudulent scheme forfeits all right to protection, either at law or in equity.” State by Head v. AAMCO Automatic Transmissions, Inc., 293 Minn. 342, 347 (1972)

(3) Guardian Agency v. Guardian Mut. Savings Bank, 227 Wis. 550, 279 NW 79 (1938) (Holding that, “The contract is void if it is only in part connected with the illegal transaction and the promise single or entire.”); Beach Co. v. Twillman, Ltd., 351 S.C. 56, 64, 566 S.E.2d 863, 866 (Ct. App. 2002) (Holding that “illegal contracts are void and unenforceable, such that actions for its breach may not be maintained”)

All the above and more are associated with loan 0174072777.

B. Wells Fargo’s “Unclean Hands” relative to loan 0174072777.

41. **Reason #27 for Opting Out of the Fladell Settlement:** There is no reference in the Fladell Settlement about future foreclosure action/s against the homeowners. According to the Settlement, Wells Fargo does not have to admit any guilt or wrong doing. Since I am in an equity action now, Wells Fargo’s unlawful conduct would be considered as **“Unclean Hands”**. Wells Fargo would be barred from receiving any Court ordered recovery in addition to fines, penalties and/or punitive damages at law..... if proven.

“[O]ne who comes to the court seeking equity must come with clean hands.” See Precision Instrument Mfg. Co. v. Automotive Co., 324 U.S. 806, 814 (1945) (“He who comes into equity must come with clean hands. It is far more than a mere banality. It is a self-imposed ordinance that closes the door of the court of equity to one tainted with inequitableness or bad faith relative to the matter in which he seeks relief.”); Wilson v. Landstrom, 281 S.C. 260, 315 S.E.2d 130 (Ct. App. 1984) (“The doctrine of unclean hands precludes a plaintiff from recovering in equity if he acted unfairly in a matter that is the subject of the litigation to the prejudice of the defendant.”)

42. **Reason #28 for Opting Out of the Fladell Settlement:** My *Affirmative Defense of “Unclean Hands”* is based on Wells Fargo’s unlawful conduct relative to this action that has already been identified in this **Verified Pleading**. My *“Unclean Hands” Affirmative Defense* is supported by Wells Fargo’s violations of state and federal laws, the **Massive Filing Fraud** of

Burns and Moise, Wells Fargo's forgery and document fraud by falsifying my income, misrepresenting material facts, concealing material facts; after the true state of all affairs were known, vicarious liabilities, false accusations and Wells Fargo's participation in a scheme or artifice to Defraud after the facts were known. Wells Fargo's unlawful conduct, plus, the Seller's, the Closing Attorney's, Goldengate Mortgage's, the Appraiser's and Wells Fargo's hired lawyers bar Wells Fargo and Thomas Jacobs from recovering or foreclosing on 423 Bayne Street.

C. **The relief I am seeking.**

43. **Reason #29 for Opting Out of the Fladell Settlement:** I must opt out of the Fladell Settlement because I never paid the insurance premiums for hazard insurance, any taxes or... on the mortgage after the first payment because of falsified value. Continued payments would only extend the fraud and the perpetrators of this fraud, Goldengate, the Appraiser, the Seller, the Closing Attorney and Wells Fargo's employees would remain free and without any liability and/or accountability for their dastardly deeds. Intent in my case is not even a debatable issue.

(a) My legal battle proves by clear and convincing evidence that I am not a "Straw Buyer" or involved in any of the mortgage scams identified by the FBI. There is no record of any "Straw Buyer" fighting to legitimize or lower the value of an old run down house.

(b) I want my credit cleared, Wells Fargo's mortgage cancelled, restitution for the money and time I invested in fighting this illegal foreclosure action, and any and all statutory fines the law imposes; as well as, any the Court may impose.

(c) In addition, I want Court Orders and/or affidavits to take to Orangeburg County's Tax Assessor's Office and to the Office of the Register of Deeds to end this blight in the mortgage books of Orangeburg County and reset legitimate property values.

44. **Reason #30 for Opting Out of the Fladell Settlement:** Finally, I want Wells Fargo to pursue the perpetrators of this crime and recover the \$75,000.00 they paid Thomas Jacobs for

an old run down house....and for LYING. If Wells Fargo cannot recover from Thomas Jacobs alone...Wells Fargo can recover losses, Court cost and all fees from David Terrell, Jim H. Austin, III, Debra C. Galloway, Nelson Mullins Riley & Scarborough, LLP and Roger Townsend & Thomas, PC for not reporting the truth, after the facts were known. There are enough laws already on the books that Wells Fargo can use for this purpose. **As for Judge Goodstein and her violations of my constitutional rights, every state has bad judges that are unworthy of donning the black robes of law and justice, she simply added her name to the list.**

45. Despite the fact, that absolutely no evidence exists to verify Janet Frotscher's false accusations, she is still believed. This is the **Grand Illusion** of Case 2008-CP-38-1024. The **Grand Delusion** is Golden Mortgage/David Terrell brokered loan 0174072777 and not Thomas Jacobs. The **Grand Illusion** that Janet Frotscher is telling the truth that Wells Fargo's supporting documents are not falsified and there is no wrongdoing by the Seller, Goldengate Mortgage and the Appraiser and the **Grand Delusion** are the foundations of this case. Once the Court's Records, the facts and the evidence are examined, the **Grand Delusion** and **Grand Illusion** that have kept this illegally brokered loan, illegally closed loan, falsely certified illegal predatory lending scheme, home improvement and mortgage fraud, **Conspiracy to Defraud** and Wells Fargo's own Artifice and Scheme to **Defraud** will finally collapse. As long as the true value of 423 Bayne Street remains falsified and concealed from investors and insurers, every transaction associated with it will be tainted by fraud as defined by statutory law.

Trout v. Trout, (1934), 220 Cal. 652 at 656 clearly states; "[N]umerous authorities have established the rule that an instrument wholly void, such as an undelivered deed, a forged instrument, or a deed in blank, cannot be made the foundation of a good title, even under the equitable doctrine of bona fide purchase...." *6 Angels, Inc. v. Stuart-Wright Mortgage, Inc.* (2001) 85 Cal.App.4th 1279 at 1286, where the Court stated: "[I]t is the general rule that courts have power to vacate a foreclosure sale where there has been fraud in the procurement of the foreclosure decree or where the sale has been improperly, unfairly or unlawfully conducted, or is tainted by fraud, or where there has been such a mistake that to allow it to stand would be inequitable to purchaser and parties."

CONCLUSION

46. I have written 68 pages of reasons why I have opted out of the Fladell Settlement. I am also sending an additional 132 pages of **Verified Pleadings** and affidavits to Wells Fargo Defendants to verify statements of fact. As I do in all my **Verified Pleadings**, I have include an abundance of citations to authorities..... to legal precedent..... and to..... statutory law.

47. Therefore, the Fladell settlement cannot accuse me of not stating my reasons with clarity, specificity or particularity and not presenting any evidentiary support. I also thank the person/s that put my name on the Settlement list. The Settlement.. just does not.. apply to me ...or to Case 2008-CP-38-1024. My letter to the Fladell Settlement Administrator is marked as Exhibit 358.

Respectfully Submitted as a **Verified Pleading**.

Dorothy Sistrunk
423 Bayne Street
Orangeburg, SC 29115; Ph: 803-268-0716 Fx: 803-534-6727

NOTIFICATIONS - RE: CASE NO. 0:13-CV-60721-(FAM)

48. A copy of my *Reasons for Opting Out of the Fladell Settlement* that has been filed with the Clerk of Court in Orangeburg, South Carolina will be mailed to the following:

The Honorable James B. Jackson, Jr.
PO Box 9000
Orangeburg, SC 29116-9000

Rogers Townsend & Thomas, PC
Attention: Jason D. Wyman
POB 100200
Columbia, SC 29202

Clerk of the United States District
Court for the Southern District
of Florida – Attn: Judge Moreno
400 North Miami
8th Floor
Miami, FL 33128

Adam M. Moskowitz, Kozyak, Tropin
& Throckmorton, P.A.
2525 Ponce de Leon Blvd', 9th Floor
Coral Gables, FL 33134

Michael J. Steiner
Severson & Werson,
A Professional Corporation
One Embarcadero Center,
Suite 2600
San Francisco, CA 94111

Frank G. Burt
Farrokh Jhabvala
Carlton Fields Jordan Burt, P.A.
1025 Thomas Jefferson St., NW
Suite 400 East
Washington, DC, 20007-5028

Robyn C. Quattrone
Buckley Sandler,
LLP
1250 24th Street, NW
Suite 700
Washington, DC 20037

Aaron S. Podhurst
Peter Prieto
Podhurst Orseck, P.A.
City National Bank
Building
25 West Flagler St.
Suite 800
Miami, FL 33130

Lance A. Harke
Howard M. Bushman,
Esquire
Harke Clasby &
Bushman, LLP
9699 NE Second Ave.
Miami Shores, FL
33138

NOTARY CERTIFICATION

IN WITNESS WHEREOF, The undersigned, being duly **SWORN**, and under the **PENALTY OF PERJURY** declares the afore stated facts are true and correct as of her own knowledge.

When it comes to matters stated therein that are based upon information and/or belief; as to those matters, she believes them to be true. Accordingly, based on the stated facts, has signed and sealed these attestations this 28th day of July in the year 2014 in City and County of Orangeburg, in the State of South Carolina.

Affiant Signature: Dorothy Sistrunk

Notary's Signature as Witness (1): Sullivan D. Buck

Signed, sealed and delivered in the presence of:

**STATE OF SOUTH CAROLINA
COUNTY OF ORANGEBURG**

On 7/28/14 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 she executed the same in her authorized capacity, and that by her signature on this Verified Pleading (Reasons for Opting Out of the Fladell Settlement) presents this document to the Court. WITNESS my hand and official seal.

Notary's Signature Sullivan D. Buck

Commission Expires My Commission Expires
July 24, 2022

TESTED TRUE
CLERK OF COURT
ORANGEBURG

(Seal)

Fax Memo:

**This is not an Accusation, Just a Question. Are We the Victims of Fraud, Attempt to Defraud, Misrepresentation of Facts, Failure to Exercise Fiduciary Responsibilities in a Money Purchase Transaction, Lies, Deceit and Deception?
You Decide**

From:	To:	Fax:	Phone:
Dorothy Sistrunk	Wells Fargo	866-278-1179	866-879-1460
423 Bayne Street	Player Law Firm	803-772-8037	803-772-8008
Orangeburg, SC 29115	Goldengate Mortgage	803-788-2880	803-736-9290
Ph & Fax: 803-268-0716	Thomas Jacobs	803-772-8037	803-736-9290

Re: Loan Number - #0174072777 & \$250,000.00 Lawsuit (Will be notified)

Date: February 5, 2008 ("We" refers to Wells Fargo and Myself)

History of This Event

On December 22, 2007, my husband called Kathryn R. Perkinson (hereafter referred to as Kathryn) at Wells Fargo to cancel my loan. He called her because her name was on the closing documents. No one took his call, so he left a message on the answering machine. I called Kathryn myself on December 24, 2007, and left another message on Wells Fargo's answering system. At this time I still wanted to cancel the loan.

The reason why I wanted to cancel the loan was because Thomas Jacobs had reneged on a commitment to complete the repairs to the floors, the electrical system and the plumbing. The main sewer line under the house is busted, I still do not have ceiling lights and 98% of the wall outlets do not work. I do have some lighting in the den area which is an add-on.

What lighting I have was rigged by my husband. He wired older wall outlets back into the electrical system. These outlets are as old as the house itself. Whether what my husband did is the reason these outlets are working, I really don't know. All I know for sure is; before he re-attached those lines, we had no electricity inside the house and nothing was working. After he attached them, we could plug up lamps, all our electrical appliances and we have hot and cold running water. The reason why the lights and outlets are not functioning is because this house has a massive electrical short.

Three contractors have been to 423 Bayne Street to analyze the floors, the plumbing and the electrical problem, Lambright and Green (sent by Thomas Jacobs) and Dukes Electric (called by my husband). Thomas Jacobs paid \$200.00 for the estimate (copy of the estimate is attached marked Exhibit 1). All three came to the same conclusion: To correct the short, the house would have to be rewired and a new electrical service panel installed. Walls and ceilings would have to be removed in order to do the job correctly. The price, no less than \$10,000.00. All three also agreed, there is a strong possibility they could rewire the house alone for less, but because the walls and the ceilings would have to be removed and put back, the complete job could be done for less, but not too much less than \$10,000.00.

The plumbing under the house could be done for \$175.00. The bathrooms would be extra, but not more than \$200.00. The entire price would be \$375.00. Mr Lambright told my husband he had supplies to repair the ceilings, walls and floors, but they were at another location. He left without telling us where they were and he never returned. The floors in the dining area and upstairs are dangerous to walk on. They are so weak until they could give way from too much weight at any time.

The rear walls in the den and laundry room have separated from the foundation. The concrete floor has cracked and is sinking. This repair work will cost between \$5,000.00 - \$7,000.00. The entire inner and interior wall on the right side of the house in the den area has to be replaced because of termite damage. The cost, approximately \$2,000.00. 3 of the bathrooms in the house can not be used, part of the ceiling in the front bedroom is still missing and the ceiling in the bathroom is cracked and could fall at any time.

Thomas Jacobs told my husband that 423 Bayne Street appraised for \$90,000.00. My husband replied, "The way this house looks right now, no appraiser worth his weight in salt would appraise it for more than \$35,000.00. "However, if you complete all the work that needs to be done, then yes; \$75,000 to \$90,000 easy."

To date: None of the work the appraiser noted on documents to Wells Fargo, Goldengate Mortgage and the documents I have in my possession has been done (see "The Appraisal" section of this fax). To my knowledge, the appraiser has not been back to this location. If he did, he would have seen busted ceilings, walls, doors, plumbing, floors and antique knob and spool wiring.

On Monday (December 24, 2007) I also called the Player Law Firm notifying them of my intent to cancel. During our telephone conversation, I was informed by Debra C. Galloway (hereafter called Debra) that I could not cancel because my loan was a "Money Purchase". My husband advised me to call Wells Fargo again, while he began researching the problem to establish my legal position. He also advised me not to call anyone else because conversations are difficult to prove under the best of circumstances and conduct all future correspondence to Wells Fargo, Player Law Firm, Goldengate Mortgage and Thomas Jacobs in writing. He said, "Send everyone the same document. In the event this matter has be settled by a Judge and Jury, you want to make sure everyone can reference the same document or pages within a document if there is more than one page."

On Wednesday (December 26, 2007), I tried faxing a 7 page document to Wells Fargo. The number I faxed to was 919-784-9453. I got this number from my closing documents. The fax did not go through. On Thursday (December 27, 2007), my husband informed me that Kathryn had called concerning the cancellation and gave him a number (1-866-605-1447) to fax my cancellation request to.

I immediately called Debra at Player Law Firm and informed her of this new development and advised her that a fax would be following shortly. I also faxed the same letter (copy enclosed marked Exhibit 2) to Goldengate Mortgage and Thomas Jacobs concerning "Regulation Z" and my "Right to Rescind". I informed them of the commitments Thomas Jacobs made that were to be handled or completed prior to or shortly after closing. At the time, all I wanted was the \$10,175.00 to fix the electrical problem and repair the main sewer line under the house. Most of the other problems my husband said he could take care of. He told me his repairs would be temporary until a contracting crew could come in and make more or less permanent repairs. During this time period, my husband really believed Thomas Jacobs would honor his commitments and complete the repairs. To date: I have not received any communications from any of the parties involved concerning these matters.

On Thursday (January 3, 2008), my husband went to the Orangeburg County Building Inspector's Office to learn more about 423 Bayne Street. During his research, he ran across a HUD document concerning Lead-Based Paint Inspections for housing units built prior to 1978. He also talked with our neighbors concerning the houses built on Bayne Street. He discovered that 423 Bayne was actually built before World World War II. Most of the residents could not remember the exact dates, but they told him the houses and the Cotton Gin were built at the same time. If he could discover when the Gin was built, he would know when the house was built.

The trip to the building inspector also proved fruitful for another reason. It was here that my husband learned about lead-based paint laws. No Lead-Based paint inspection was ever performed at 423 Bayne Street that the building inspector was aware of.

Page 2 of 9

Exhibit 4

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

He also learned it is the duty and responsibility of the seller to inform the buyer concerning Lead-Based Paint hazards, inspection and/or removal on houses built prior to 1978. He also discovered the law gives us 10 days to either waive the inspection or have it performed before a sales contract can be finalized, even after the contract is signed. Further investigation revealed this is true. According to the following article:

This article was published on: 08/01/2004

LAW: Lead-Based Paint

BY NEWTON C. MARSHALL

Playing it safe

Lead-paint disclosure checklist

For buyer's reps lead law unclear

When it comes to lead-based paint, the rules are clear-unless you're a buyer's agent. The federal Residential Lead-Based Paint Hazard Reduction Act of 1992 requires sellers or lessors of single-family and multifamily properties built before 1978 or their agents to disclose the possible presence of lead-based paint to any prospective buyer or renter. The law has been in effect since 1998. Disclosure includes giving prospects a U.S. Department of Housing and Urban Development pamphlet on lead-based paint, providing any records of lead testing, and giving buyers 10 days to conduct a lead-paint inspection of the property after the purchase contract is signed.

There's no mention of obligations by a buyer's agent. However, regulations adopted jointly by HUD and the U.S. Environmental Protection Agency to implement and interpret the lead-based paint act indicate that the disclosure requirements also apply to buyers' agents unless they're paid entirely by the buyer (a rare occurrence).

Because regulatory agencies may promulgate rules only within the scope of the statute and can't extend rules beyond what's covered in the statute, the validity of applying the EPA and HUD disclosure requirements to buyers' agents is questionable. This inconsistency leaves brokers and sales associates who represent buyers uncertain about their lead-paint disclosure duties.

Despite questions about its legal rights to do so, the EPA has sued or threatened to sue buyers' agents who failed to comply with the disclosure requirements of the act. One recent EPA claim filed under the act involved a single-family residence and included both the salesperson and the broker. Such suits are unusual for the EPA, which traditionally has sued only property owners, not salespeople or brokers, and has concentrated its enforcement activities primarily on multifamily properties.

Making matters worse, an EPA enforcement proceeding, which carries penalties of up to \$11,000 per violation, is often not covered under errors and omissions insurance. That's because the EPA seeks not compensatory damages but penalties or fines.

Three court decisions-two in federal court and the recent Griffin ruling in an Illinois appellate court (Griffin v. Bruner, 2003)-have all held that the act doesn't apply to buyers' agents. In the Griffin case, the Illinois court went so far as to state that the law doesn't apply even if that agent shares in a commission paid by the sellers. In disagreeing with the EPA's position, the Illinois court stated that the EPA regulations create "an inconsistency [that] flies in the face of the clear statutory mandate of [the act]." However, the EPA isn't bound by a state court's decision on the interpretation of its regulations. Nor does the Illinois decision have to be followed by another state.

Page 3 of 9

Exhibit 4

ATTEST: TRUE COPY

Winniford B. Clark

CLERK OF COURT

ORANGEBURG COUNTY, SC

The two federal court decisions on the role of a buyer's agent in lead-paint disclosure (one in Illinois, one in Maine) tend to establish and reinforce the position that buyers' agents may not have to comply with these requirements.

Playing it safe

Faced with these inconsistencies, how do brokers and sales associates meet their responsibilities under the law? To avoid any risk of failure to comply with the act, buyers' agents should be proactive and either provide or ensure that sellers' agents have given the buyers all the forms, pamphlets, and disclosures required under the act before the contract is signed. Buyers' agents may also want to confirm that the buyers have signed the acknowledgement stating they've received the required forms and pamphlet. This not only meets the EPA's requirements but also is in the best interests of the buyer clients. The buyers' rep should also ensure that the 10-day inspection period, or the buyers' waiver of that period, is spelled out in the purchase contract. If any disclosures of lead-based paint are made, the buyers' agent may want to suggest that buyers have an inspection and consult an attorney.

To ensure that both buyers' and sellers' agents understand and comply with lead-paint disclosure regulation, brokers should create a disclosure checklist and require sellers' agents, sellers, and buyers to date and initial every item on the checklist as it's completed. In addition, brokers should provide training to all associates on the act and its regulations.

Although the role of buyers' reps under the lead-based paint disclosure law is unclear, there's no need for concern so long as brokers and associates are proactive. The safest course? Develop systems that ensure buyers have received the appropriate lead-based paint disclosures (both federal and any required in your state) before they sign a contract. That way, you'll have happy clients, content regulators, and less contact with those pesky lawyers.

Marshall, a partner specializing in litigation at Hinshaw & Culbertson LLP in Chicago, represents real estate professionals in litigation. You can reach him at nmarshall@hinshawlaw.com.

Lead-paint disclosure checklist

To comply with federal lead-based paint regulations, make sure you follow this checklist during the transaction and have buyers, sellers, and sellers' agents sign off on each item.

- * Inform the sellers of their obligation to disclose any known lead-paint hazards in the home.
- * Obtain signed acknowledgement that sellers have been informed of their need to disclose known lead-paint hazards.
- * Obtain completed lead-based paint disclosure form of known hazards from sellers, and have buyers sign the form to indicate that sellers have provided them.
- * Provide any available records or reports pertaining to the presence of lead-based paint or lead-based paint hazards.
- * Obtain any supplemental reports that show testing of the property or other activity relating to the property, if applicable.
- * Provide prospective buyers with the federally approved pamphlet on lead, "Protect Your Family from Lead in Your Home." (It's available in packages of five from the National Association of REALTORS® by calling 800/874-6500 or by visiting REALTOR.org/Store.)
- * Inform buyers that they have 10 days to conduct a property risk assessment for the presence of lead-based paint or hazards.
- * Where applicable, obtain a waiver of risk assessment from buyers.

QUOTE

Ignorance of the law excuses no man . . . -John Selden (1584-1654)-

Page 4 of 9

Exhibit 4

1514

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

{End of Article}

My husband obtained a copy of a document from the Tax Assessors office with 1950 as the date built, even though it can be proven that the house was actually built before that date (see attached copy marked Exhibit 3). He also has copies of actual lead-based paint inspections and how they are conducted. Thomas Jacobs never informed me or my husband about any of this. These revelations are important because during the closing on December 21, 2007, I remember a document from the Player Law Firm on which this very question was asked. I informed Debra that 423 Bayne Street was built before 1978. At the time, I did not realize the significance of that particular question, but I do remember she did not check the box on the document her law firm provided. (See enclosed copies marked Exhibit 4-1 & 4-2)

After a week had passed and no Thomas Jacobs or contractors, my husband advised me to wait until copies of my closing documents came in the mail and if I did not have them in my possession by January 7, 2008, we could sue Goldengate Mortgage and Thomas Jacobs for a copy of the appraisal and any attorney fees we incur to get the documents. He also advised me to call Wells Fargo and request a copy of the appraisal they received and to contact Player Law Firm for signed copies of my closing documents. On January 9, 2008, I faxed a letter to Player Law Firm, Goldengate Mortgage and Thomas Jacobs informing them that I had decided not to cancel and I wanted a copy of my appraisal and my signed closing documents (see attached copy marked Exhibit 5). Since, I have never seen an appraisal before, I would not know what I was looking at.

Fortunately for me, my husband has seen hundreds of appraisals and he knows how to read them. On January 11, 2008, I received a fax from Debra at Player Law Firm (copy attached marked Exhibit 6) informing me that my closing documents would be forthcoming. On Saturday, (January 12, 2008) a UPS package arrived with my signed closing documents (see attached copy marked Exhibit 7). Upon receiving the signed closing documents, I now had the evidence I needed for my lawsuit.

The Appraisal (Note This Appraisal Was Done For Goldengate Mortgage)

When my husband received the appraisal, he immediately went to the Appraiser's cover letter, dated 10-09-07 and listed as "File No. 7-59 | Page #2". Go to paragraph 3...and I quote, "This report is based on a physical analysis of the site and improvements, a locational analysis of the neighborhood and city, and an economic analysis of the market for properties such as the subject." (End of Quote) Signed Jim H Austin III. L4202. Improvements is bold because there were no improvements on this date of this Appraisal. All improvements made at 423 Bayne Street were made after this date and were done by my husband - George M Sistrunk and no one else. Evidence to this fact are my receipts (available upon request) for material and witnesses which include but are not limited to our neighbors, the Carmichaels, Orrs, Primroses, Loves, my co-workers, the Sistrunk family, the Harley family, Lambright, Green and Thomas Jacobs. This statement is a fabrication (see attached appraiser cover letter marked Exhibit 8).

On the next page (File No. 7-59 | Page #9; Page 1 of 1; Freddie Mac Form 442; and described as Satisfactory Completion Certificate), dated September 14 (No year given), the Appraiser notes his evaluation of the property is subject to repairs. He also states he visited 423 Bayne Street on this date to inspect whether the repairs were completed. He mentions materials for walls and floors were on site and invoices shown to him by the borrower for the plumbing, electrical and work that had been performed. This too, lends credibility to my fraud question because on the previous page dated 10-09-07, he states improvements were made. As stated in the previous paragraph in this section no improvements were made (see attached Certificate copy marked Exhibit 9).

On the "Uniform Residential Appraisal Report" under Subject, the client or lender is listed as Goldengate Mortgage. Under, the Contract section, the Contract Price is listed as \$75,000.00.

Page 5 of 9

Exhibit 4

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

This is important because Thomas Jacobs told us 423 Bayne had appraised for \$90,000 and we could get it for \$75,000.00 after repairs were completed. After repairs were completed is in bold because these repairs have not been done and they were conditional for the selling price of \$75,000.00. It is also important to note, completing the repairs is the same condition necessary to obtain the appraised value.

The next section to review in the appraisal is Improvements. Go to additional features. There are ceiling fans in the den. The security system does not work and from what the neighbors tell us, the security service was discontinued years ago. The only reason why the security panel is still on the wall was because Bond Ceal Dantzler, the former owner, now deceased, could not remove it without damaging the wall. My husband has discovered this is true. The installer used toggle bolts to secure the panel.

There is no fresh paint on the walls. There are no new floor coverings. No new bathroom fixtures, except what my husband installed and there are no new kitchen appliances. In November of 2007, my cousins purchased the gas range and the refrigerator purchased by my brother's fiancée in November is used. Under the section, **Describe the condition of the property (including needed repairs, deterioration, renovations, remodeling, etc.)**, the appraiser writes...and I quote, "The subject property is in overall average physical condition. No items of deferred maintenance were noted at the time of analysis. Quality of construction appears to be average, and commensurate with homes similar in size and price range in the local market." This statement is not a fabrication. It is a lie.

The appraiser checked the box for central air. This is a lie. This house has no central air. The dampness box was not checked. A trip to the mildew infested laundry room would have answered the dampness question. Infestation, he wrote N/A, when this house was infested with roaches and rats. My husband took care of this problem. Settlement was also not checked. You can walk inside and see how the house has settled. In fact, the settlement problem is why the concrete floor in the den has cracked and is sinking. This settling is creating the wall separation I referred to earlier. This house has no patio deck.

The answer to this question is also a lie: "Are there any physical deficiencies or adverse conditions that affect the livability, soundness or structural integrity of the property?" The appraiser writes and I quote, "There were no apparent adverse conditions that affect the livability, soundness, or structural integrity of the property at the time of this analysis." Why is this a lie?

1. The upstairs windows are still rotted and need repairs or replacement.
2. Weak and dangerous floors.
3. Termite weakened and busted walls.
4. Exposed wiring in the closets.
5. Busted sewer lines.
6. Massive electrical short.
7. Difficult to access electrical panel and none of the inside circuit breakers work.
8. Antique knob and spool wiring.
9. Main lines into the house are held together with electrical tape.
10. Broken windows in the front bedroom and back bedroom.
11. Deteriorating carpets and floor coverings in the dining area, bedrooms and den.
12. Leaking pipes and faucets.
13. Rotted and rusted sinks and commodes.
14. Unbearable odors from the carpet in the den (now under control).
15. No sink trap in the den's bathroom which allows sewer odors to enter the house. (also under control)
16. Busted and sagging ceilings. Substandard workmanship throughout the house.
17. Rotted, warped, dirty and twisted doors and walls. Fire damaged kitchen cabinets and doors.
18. Cracking cement driveway. (Mark page 1 of the "Uniform Residential Appraisal Report" as Exhibit 10)

Page 6 of 9

Exhibit 4

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

On page 3 is the Cost Approach to Value. This section is blank. My husband says and I quote, "The appraiser should have used this section of the appraisal because of the physical condition of 423 Bayne Street. However, the vast majority of the appraisers I met don't have the skill, training or sufficient background to use it. If they did use it, very few older homes would appreciate at the rate they do. The "Sales Comparison Approach" is the most widely used because it is the easiest to use. If the cost approach had been used, Thomas would be lucky to get \$25,000.00 for 423 Bayne and \$35,000.00 would be out of the question."

On page 4 of the "Uniform Residential Appraisal Report" under "Statement of Assumptions And Limiting Conditions", number 2, the appraiser writes and I quote, "The appraiser has a provided a sketch in this appraisal report to show the approximate dimensions of the improvements." {End of Quote} Since no improvements were made on the date of the appraisal, this brings the sketch into question.(mark page 4 as Exhibit 11) Proceed to Building Sketch (Page -1).

The two front doors at 423 Bayne Street go into a bedroom to the right and a living room to your left. We know this because the neighbors that live next door have been in the house while the previous owner was alive. Please understand the appraiser can call these rooms whatever he desires. It is his sketch and his rendering of what he sees or should have seen. The den area is not a master bedroom. It still is a den and always was a den. The living room was and still is the dining room. What he calls an office, was and still is a bedroom. Where he has bath above the office, no bath exist. There is a bath in the bedroom below the kitchen. However, the tub is so small, only a child can sit in it comfortably. (Mark building sketch as Exhibit 12)

On page 5 of the "Uniform Residential Appraisal Report" Number 15, and I quote, "I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal are true and correct. This statement is deception and deceit. If you do not believe this, come to 423 Bayne Street. (Mark as Exhibit 13)

On page 6 is number 23, and I quote, "The borrower (Me - Dorothy Sistrunk), another lender at the request of the borrower, the mortgagee (Wells Fargo) or its successors and assigns, mortgage insurers, government sponsored enterprises, and other secondary market participants may rely on this appraisal report as part of any mortgage finance transaction that involves any one or more of these parties." {End of Quote} How can I or you Wells Fargo rely on a document that is peppered with lies, deceit and deception?"

On page 6 you will also find the **SUPERVISORY APPRAISER'S CERTIFICATION**: and I quote, "The Supervisory Appraiser certifies and agrees that:

1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.
4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared." {End of Quote}

If you will notice there are no signatures or boxes checked in this section. Therefore, I must conclude that no supervision of this appraisal occurred either by the Appraising firm - the Dailey Company, Player Law Firm (probably not necessary or required by statute, regulation or law) or Goldengate Mortgage who probably authorized it, paid for it and sent it to you. (Mark page 6 as Exhibit 14)

Page 7 of 9

Exhibit 4

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

How We Got Involved With Thomas Jacobs

When my husband met Thomas Jacobs we were in a desperate situation. On September 14, 2007, I received a letter from Tommy Mitchell - my former landlord - to leave 5024 Coburg Lane in Orangeburg, South Carolina, because the property was no longer available to rent. The letter was dated and post marked September 7, 2007, but I did not receive it until September 14. When we got the letter, we had 16 days to move and find another home. (see Mitchell letter marked Exhibit 15 and Envelop marked Exhibit 16)

From September 15, 2007 until October 8, 2007 we looked for a house to move into. I was at Richland Memorial Hospital in Columbia, South Carolina when my husband called and told me he had found us a house. He told me about Thomas and the house at 423 Bayne Street. I didn't actually see the house until October 10, 2007. (see discharge document marked Exhibit 17 and Annual Leave Statement marked Exhibit 18) This was the day my son was discharged from Richland Memorial.

When I arrived that afternoon on October 10, 2007, I could not believe my husband had settled on such a dilapidated house. The house was crawling with spiders, roaches and rats. According to April Primrose, our new neighbor, bats were in the rafters. The house was an absolute wreck. This is important because the appraiser stated this house was in livable condition on October 9, 2007. My husband set 4 goals for Bayne Street, despite its deplorable condition.

1. Clean it.
2. Secure it.
3. Get rid of the rats, roaches and spiders.
4. Make enough temporary repairs so we could move into it and live in until Thomas Jacobs could send over a contractor to complete the repairs.

My husband worked 18 to 20 hours a day from October 12, 2007 to November 17, 2007 to accomplish those objectives. While all this was happening, Tommy Mitchell asked us to give the keys to his sales agent - Karen Atkinson (hereafter called Karen) - Unfortunately, she came down with a sudden illness and could not come to Coburg Lane for several weeks. Her unfortunate illness kept us at Coburg Lane until the middle of November 2007. My husband did not want to leave without Karen verifying the property was in excellent condition. He did not want us to be accused of damaging Tommy Mitchell's property. Karen finally showed up on a Saturday afternoon (November 17, 2007). We gave her the keys and officially left Coburg Lane. On December 15, 2007 my husband completed the temporary repairs in the laundry room and the bathroom in the den. His gift to us for Christmas was Bayne Street secured, temporarily repaired and free of rodents, roaches and spiders.

Why I Signed the Closing Documents

I signed the closing Documents for 7 reasons:

1. After this house was cleaned up, I really like the house.
2. I like my neighbors. They have helped us so much.
3. The house is convenient. It is 10 minutes from my son's school and work.
4. We have Pecan trees in the back yard.
5. I like the fact, Wells Fargo is my lender.
6. The interest rate of 7.125% is good considering my credit.
7. My husband has poured his heart, soul, spirit and blood into it. Many days his hands were bleeding and sore from all the work. He worked in pain many days without complaints or complaining with little or no sleep.
8. My husband is such an honorable man, he was confident Thomas Jacobs would honor his commitments.

Why a lawsuit for \$250,000.00

First, I want to make sure Wells Fargo gets paid all their money. Why? The representatives we have dealt with so far have been courteous, helpful, supportive and professional. Which is more than I can say for Player Law Firm. Debra has been insensitive, indifferent, cold, uncaring, argumentative and at times rude. Goldengate Mortgage has not responded to any communications, Thomas Jacobs has not returned any phone calls and the appraiser does not have a fax number, nor have I called him.

The reason: He was hired to do a job and Thomas Jacobs knew the appraisal is a fabrication. I am almost certain Goldengate Mortgage is aware of all the discrepancies on the appraisal as well. Only a judge and jury can find out for sure. Player Law is being sued because Debra failed to ask any relevant questions concerning the transaction, nor did she advise me of any of my rights under RESPA, she failed to acknowledge this house was built before 1978 and tried to advise me that I had no rights. As the closer for Wells Fargo, she should have stopped the closing and inquired about the lead-based paint inspection when she was informed that the house was a pre-1978 home. Thomas Jacobs is being sued because he lied and deceived my husband. The appraiser is being sued because of his deceit and deception.

The Lawsuit will breakdown as follows:

- 181,903.22 to Wells Fargo which represents my payout on a 30 year mortgage.
- 10,375.00 to repair the electrical wiring, plumbing and put back walls and ceilings.
- 5,000.00 to repair the concrete floor in the den.
- 2,000.00 to repair the inner wall and interior wall in the laundry room and bathroom in the den.
- 10,000.00 to repair the floors in the dining room, bedroom, upstairs bedrooms and closets.
- 7,000.00 to replace the carpet upstairs and down.
- 1,500.00 to repair the porch and railings.
- 5,000.00 to replace busted windows and doors.
- 1,000.00 to repair the busted wall on the right side of the house.
- 7,000.00 to my husband for labor, repairs and material. (see invoice marked Exhibit 19)
- 19,221.78 to me for anguish, stress, duress, aggravation and anxiety.

In addition to the above, all court fees, attorney fees and any cost I incur in the prosecution of this case. The defendants involved, Player Law Firm, Goldengate Mortgage, Thomas Jacobs and the Dailey Company (John H Austin III) can avoid litigation by doing the following, if this is agreeable with Wells Fargo.

1. Pay Wells Fargo for 423 Bayne Street; either by monthly installments or a lump sum payment.
2. Complete the repairs listed above.
3. Pay my husband the \$7,000.00 he deserves for the reason stated and the research he has done concerning this incident and I will waive my right to sue for anguish, stress, duress, anxiety and aggravation.

By now, you should have been able to decide. Are we the victims?

Respectfully,



Dorothy Sistrunk
Attachments - Exhibits 1-19

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

STATE OF SOUTH CAROLINA

COUNTY OF ORANGEBURG

Wells Fargo Bank, NA,

Plaintiff,

v.

Dorothy Sistrunk;

Defendant(s).

(011784-06909)

IN THE COURT OF COMMON PLEAS

DOCKET NO.

2008-CP-38-1024

SUMMONS AND NOTICES

(NON-JURY)

FORECLOSURE OF REAL ESTATE

MORTGAGE

Deficiency Judgment Waived

TO THE DEFENDANT(S) ABOVE NAMED:

YOU ARE HEREBY SUMMONED and required to appear and defend by answering the Complaint in this action, of which a copy is herewith served upon you, and to serve a copy of your Answer on the subscribers at their offices, 220 Executive Center Drive, Suite 109, Post Office Box 100200, Columbia, South Carolina 29202, within thirty (30) days after the service hereof, exclusive of the day of such service, except that the United States of America, if named, shall have sixty (60) days to answer after the service hereof, exclusive of the day of such service; and if you fail to do so, judgment by default will be rendered against you for the relief demanded in the Complaint.

YOU WILL ALSO TAKE NOTICE that Plaintiff will move for an order of reference or that the Court may issue a general order of reference of this action to a master in equity/special referee, pursuant to Rule 53, of the South Carolina Rules of Civil Procedure.

TO MINOR(S) OVER FOURTEEN YEARS OF AGE, AND/OR TO MINOR(S) UNDER FOURTEEN YEARS OF AGE AND THE PERSON WITH WHOM THE MINOR(S) RESIDES, AND/OR TO PERSONS UNDER SOME LEGAL DISABILITY:

OCC Case# 785593

SCDCA Complaint #08-0237-B2

ATTEST: TRUE COPY

Winnifred B. Clark

CLERK OF COURT
ORANGEBURG COUNTY, SC

Exhibit 5

1

1520

STATE OF SOUTH CAROLINA
COUNTY OF ORANGEBURG

Wells Fargo Bank, NA,

Plaintiff,

v.

Dorothy Sistrunk;

Defendant(s).

(011784-06909)

IN THE COURT OF COMMON PLEAS

DOCKET NO.

2008 - CP - 38 - 1024

COMPLAINT

(NON-JURY)

FORECLOSURE OF REAL ESTATE
MORTGAGE

Deficiency Judgment Waived

Plaintiff alleges:

1. This is an action for the foreclosure of a mortgage upon certain real estate in Orangeburg County, South Carolina.
2. Pursuant to S.C. Code Section 33-15-101, Plaintiff is a corporation or other legal entity doing business in the State of South Carolina.
3. Plaintiff is the owner and holder of the Note and Mortgage described hereafter and the subject of this action.
4. Some lien on or interest in the real estate, the subject of this action, may be claimed by the Defendant(s) herein.
5. The Defendant(s) herein described as judgment creditors have by filing said judgments designated their attorney entering the judgment as their agent for service of process under the provisions of South Carolina Code Section 15-35-840.
6. Heretofore, on or about December 21, 2007, Dorothy Sistrunk made, executed and delivered a certain Fixed Rate Note ("Note") in the principal sum of \$75,000.00, payable in monthly installments.
7. In order to secure the payment of the Note according to the terms and conditions thereof, Dorothy Sistrunk made, executed and delivered unto Wells Fargo Bank, NA a certain real estate mortgage ("Mortgage") covering the following described property and any and all improvements to the property, including but not limited to a mobile/manufactured home:

ORANGEBURG COUNTY, SOUTH CAROLINA

ATTEST: TRUE COPY

Winnifred B. Clark

CLERK OF COURT

ORANGEBURG COUNTY, SC

Exhibit 5

All that certain piece, parcel or lot of land with improvements thereon, situate, lying and being in the City of Orangeburg, County of Orangeburg, South Carolina, more particularly shown and delineated as Lot 33 on a plat by S.D. Moss, Reg. C.E. and recorded in the Office of the Clerk of Court for Orangeburg County in Plat Book 4, Page 128. Reference made to said plat for a more complete and accurate description.

This being the identical property conveyed to Dorothy Sistrunk by deed of Thomas D. Jacobs dated December 21, 2007 and recorded December 28, 2007 in Deed Book 1244 at Page 63.

Property Address: 423 BAYNE STREET
ORANGEBURG, SC 29115

* TMS# 0173-19-10-006.000

8. The Mortgage was signed, witnessed and probated December 21, 2007; thereafter the Mortgage was recorded in the Office of the RMC/ROD for Orangeburg County on December 28, 2007, in Mortgage Book 1914 at Page 221.

9. The Mortgage evidences and secures the repayment of money advanced by Plaintiff or its predecessor in interest to, or on behalf of, the mortgagor(s) and constitutes a purchase money first lien on the mortgaged premises.

10. Any notice required by the terms of the Mortgage or by state or federal law has been given to the applicable Defendant(s) prior to the commencement of this action.

11. After all payments received by the Plaintiff have been credited to the subject loan, the loan is in default and due for March 1, 2008, and the conditions of the Note and Mortgage have been broken. Plaintiff elects to and does declare the entire balance of said indebtedness due and payable, and that there is due on the Note and Mortgage as of March 1, 2008, the sum of \$74,940.02, with interest at the rate of 7.125% per annum from February 1, 2008, and also for the costs and disbursements of this action, including attorney's fees.

12. Plaintiff's right to a personal or deficiency judgment pursuant to South Carolina Code Sections 29-3-650 and 29-3-660 is expressly waived.

13. Pursuant to the terms of the Mortgage, Plaintiff has employed counsel to prosecute this action and a reasonable value of services of counsel in this action is the sum as the Court may find appropriate.

14. Plaintiff may be forced to pay sums for taxes and insurance and costs for securing the property, which sums, according to the terms of the Mortgage, should be added to the amount of the debt.

15. Pursuant to the terms of the Mortgage and applicable state law, Plaintiff requests

Exhibit 5

ATTEST: TRUE COPY

Winniford B. Clark

CLERK OF COURT
ORANGEBURG COUNTY, SC

the mortgage be foreclosed and that the property be sold at public auction in accordance with law, subject to any liens for taxes, special assessments of record against such property, and existing easements or restrictions of record.

16. The hereinafter named Defendant(s) may have some interest in or lien upon the premises covered by the Mortgage set forth above, or some part thereof, but that such interests or liens are junior and subsequent to the lien of Plaintiff's Mortgage or, if specified below, have been paid in full and either should be satisfied of record or the lien released from the subject real estate. Said liens or interests are of record in the Office of the RMC or Clerk of Court of the aforesaid county and are described as follows:

A. None.

WHEREFORE, having fully set forth its Complaint, Plaintiff prays that this Honorable Court inquire into the matters as set forth herein and:

(1) Under the direction of this Court, ascertain and determine the amount due upon the Note and Mortgage held by Plaintiff together with attorney's fees and costs of this action.

(2) Declare Plaintiff's Mortgage a purchase money first lien and render judgment of foreclosure for the amount so found to be due and owing thereon, together with any ad valorem taxes, or insurance premiums, and any other expenses which may be due and have been advanced by Plaintiff, with reasonable attorney's fees, and for the costs of this action.

(3) Order the reimbursement of all costs for inspecting and securing the property incurred by the Plaintiff as a result of the delinquency.

(4) Appoint a Receiver to collect the rents, issues, profits or designated sums from the mortgagor(s), and/or the grantee(s) of the mortgagor(s), and/or tenant(s) occupying or exercising control over the mortgaged premises and hold the same subject to the further order of this Court.

(5) Under the direction of this Court, sell the mortgaged premises, bar any equity of redemption, and apply the proceeds of sale as follows:

First, to the costs and expenses of the within action and sale;

Second, to the payment and discharge of the amount due on Plaintiff's Note and Mortgage, together with attorney's fees as aforesaid; and

Third, to the distribution of any surplus pursuant to Rule 71, of the South Carolina Rules of Civil Procedure;

(6) Issue an order directing the Sheriff of Orangeburg County, South Carolina, to place the successful purchaser at said foreclosure sale in possession of the property should the same become necessary;

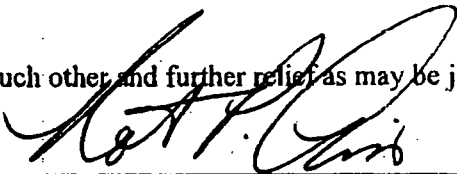
Exhibit 5

ATTEST: TRUE COPY

Winnifred B. Clark

CLERK OF COURT
ORANGEBURG COUNTY, SC

(7) Order such other and further relief as may be just and proper.


Rogers Townsend & Thomas, PC
ATTORNEYS FOR PLAINTIFF

Samuel C. Waters (SC Bar #5958) Cheryl H. Fisher (SC Bar #15213)
Reginald P. Corley (SC Bar #69453) Jennifer W. Rubin (SC Bar #16727)
Ellie C. Floyd (SC Bar # 68635) Michael P. Morris (SC Bar #73560)
Eve Moredock Stacey (SC Bar # 5300) Mary R. Powers (SC Bar #16534)
Robert P. Davis (SC Bar # 74030) Timothy B. Killen (SC Bar #72501)
William S. Koehler (SC Bar# 74935)
220 Executive Center Drive, Suite 109 Post Office Box 100200 (29202)
Columbia, SC 29210 (803) 744-4444

Columbia, South Carolina
June 26, 2008

OCC Case# 785593

SCDCA Complaint #08-0237-B2

Exhibit 5

ATTEST: TRUE COPY

CLERK OF COURT
ORANGEBURG COUNTY, SC

Form 7-58 Page #2

Loan # 0174072777

→ This property was not improved as 10-09-07. This is a false statement.

10-09-07

GoldenGate Mortgage
NA

Re: Property: 423 Bayne Street
Orangeburg, SC 29115
Borrower: Sistrunk
File No.: 7-58

No improvements as of this date

10-09-07

In accordance with your request, we have appraised the above referenced property. The report of that appraisal is attached.

The purpose of this appraisal is to estimate the market value of the property described in this appraisal report, as improved, in unencumbered fee simple title of ownership.

Note: Aud 2/5/08

This report is based on a physical analysis of the site and improvements, a locational analysis of the neighborhood and city, and an economic analysis of the market for properties such as the subject. The appraisal was developed and the report was prepared in accordance with the Uniform Standards of Professional Appraisal Practice.

The value conclusions reported are as of the effective date stated in the body of the report and contingent upon the certification and limiting conditions attached.

It has been a pleasure to assist you. Please do not hesitate to contact me or any of my staff if we can be of additional service to you.

Sincerely,


John H. Austin III
L 4202

Exhibit 8

Page 9 of 19

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

Freddie
Mac

Satisfactory Completion Certificate

Freddie Mac loan number

On September 14, the property situated at 423 Bayne Street, Orangeburg, SC, 29116

Note: Done 2/8/08

was appraised by me or Jim H Austin III

The Appraisal report was subject to: ☐ satisfactory completion, ☒ repairs, or

No Repairs made
as of this date
9-14-07

Note: the appraisal is subject to repairs.
without repairs this appraisal is a scam.

This is also a false statement

I certify that I have reinspected subject property, the requirements or conditions set forth in the appraisal report have been met, and any required repairs or completion items have been done in a workmanlike manner.

Itemized below are substantial changes from the data in the appraisal report, and these changes do not adversely affect any property ratings or final estimate of value in the report.

The appraiser visited the above property today to inspect what repairs have been completed. Upon inspection the appraiser noted that the materials for interior walls and floors were on site. The borrower submitted to the appraiser invoices for the plumbing, electrical, and work that had been performed on the seals. It appears that these have been updated, however the appraiser is not an engineer and can not certify same

Exhibit 9

Page 10 of 19

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

Date
9-14-07

Inspector
Jim H Austin III

Loan # 0174072777

ee Arrows

the is in Gate Mortgage

the inflated price

0174072777

No

Loan #

The answer is no

is element & business

ne of this true

acked to old be yes

Exhibit 10

Uniform Residential Appraisal Report

FR 7-50

The purpose of this summary appraisal report is to provide the lender/client with an accurate and adequately supported opinion of the market value of the subject property.

Property Address: 422 Bayne Street, City: Orangeburg, State: SC, Zip Code: 29115

Owner: Jacobs, Owner of Public Record: Jacobs, County: Orangeburg

Legal Description: Lot/Block 5100200302, Assessor's Parcel #: 0173-19-006.00, Tax Year: 2006, R.E. Taxes: Unknown

Neighborhood Name: Orangeburg, Map Address: 0173-19-006.00, Census Tract: 189

Occupancy: ☐ Owner ☐ Tenant ☒ Vacant, Special Assessments: \$ NA, ☐ PLD ☐ HDA \$ ☐ per year ☐ per month

Property Rights Appraised: ☒ Fee Simple ☐ Leasehold ☐ Other (describe):

Assignment Type: ☒ Purchase Transaction ☐ Refinance Transaction ☐ Other (describe):

Lender/Client: Goldenrope Mortgage, Address: MA

Is the subject property currently offered for sale or has it been offered for sale in the twelve months prior to the effective date of this appraisal? ☐ Yes ☒ No

Report sale source(s) used, offering price(s), and date(s). The subject has not been offered for sale in the previous 12 months per the CMAA. It was sold at a foreclosure sale and under contract.

I ☐ did ☒ did not analyze the contract for sale for the subject purchase transaction. Explain the results of the analysis of the contract for sale or why the analysis was not performed. The appraiser was not provided a copy of the contract. Information pertaining to the sale was obtained from the seller.

Contract Price: \$ 75,000, Date of Contract: 10-07, Is the property seller the owner of public record? ☒ Yes ☐ No, Date Seller(s): Public Record

Is there any special assistance (loan charges, sale concessions, gift or development assistance, etc.) to be paid by any party as a result of the borrower? ☐ Yes ☒ No

If Yes, report the total dollar amount and describe the terms to be paid. The subject is a foreclosed sale. The appraiser was unable to identify the seller as the owner of public record. This is typical in foreclosed sales, as counties do not update their files on a daily basis.

Notes: Race and the racial composition of the neighborhood are not appraisal factors.

Neighborhood Characteristics: ☒ Single-Family Detached ☐ Two-Unit Attached ☐ Three-Unit Attached ☐ Four-Unit Attached ☐ Five-Unit Attached ☐ Six-Unit Attached ☐ Seven-Unit Attached ☐ Eight-Unit Attached ☐ Nine-Unit Attached ☐ Ten-Unit Attached ☐ Other (describe):

Location: ☐ Urban ☒ Suburban ☐ Rural, Property Values: ☐ Increasing ☒ Stable ☐ Declining, PRICE: AGE: One-Unit: 49 %

Build-Up: ☐ Over 75% ☒ 25-75% ☐ Under 25%, Demand/Supply: ☐ Shortage ☒ In Balance ☐ Over Supply, \$ (000): (N/A), 2-4 Unit: 5 %

Growth: ☐ Rapid ☒ Stable ☐ Slow, Marketing Time: ☐ Under 3 mths ☒ 3-6 mths ☐ Over 6 mths, 20+ Low New: 1 %

Neighborhood Boundaries: The subject is located in Orangeburg bound by Hwy 301, Hwy 801, & Jay, 150+ High: 05+ Commercial: 15 %

Jefferson Hwy, 50+ Prod: 20+ Other: 40 %

Neighborhood Description: The subject area is within reasonable proximity to employment centers, shopping, houses of worship, and schools. The subject has access to all required amenities, recreational facilities, and all public services. The area is comprised primarily of single family dwellings of varying age, size, design and quality. There are some 2-4 family units as well as commercial buildings in the subject market area.

Market Conditions (including support for the above conclusions): The trend for the subject market is stable with appreciation likely under normal marketing conditions. The estimated marketing time for the subject area is 3 months to one year. Supply and demand appear to be in balance, with ample funds and financing packages available. It is not uncommon for the seller to pay part or all of the buyers closing costs.

Neighborhood: 37 Acres, Area: 27 Acres, Shape: Mostly Rectangular, View: Average

Specific Listing Classification: A-3, Listing Description: General Residential District

Zoning Compliance: ☒ Legal ☐ Legal Nonconforming (Grandfathered Use) ☐ No Zoning ☐ Regal (describe):

Is the highest and best use of subject property as improved (or as proposed per plans and specifications) the present use? ☒ Yes ☐ No, If No, describe:

Utilities: Public: ☒ Gas ☒ Water ☒ Sewer ☐ Other (describe):

Off-site Improvements - Type: Public: ☒ Street Asphalt ☐ Alley None ☐ Other (describe):

FEMA Special Flood Hazard Area: ☐ Yes ☒ No, FEMA Flood Zone: X, FEMA Map #: 450164D002 B, FEMA Map Date: 7-16-80

Are the utilities and off-site improvements typical for the subject area? ☒ Yes ☐ No, If No, describe:

Are there any adverse site conditions or external factors (sewerage, encroachments, environmental conditions, land uses, etc.)? ☐ Yes ☒ No, If Yes, describe:

No apparent encroachments, encroachments, or other adverse conditions noted. Subject does not appear to be in a special flood zone, but the appraiser cannot certify the same.

General Description: ☒ One ☐ One with Accessory Unit ☐ Concrete Slab ☒ Craw Space ☐ Foundation: Walk ☐ Masonry Pier/Avg ☐ Floors: Carpet/The-Average

of Stories: Two, ☐ Full Basement ☐ Partial Basement ☐ Exterior Walls: Siding/Avg ☐ Walls: Drywall-Average

Type: ☒ Det. ☐ Ad. ☐ S-Unit, ☐ Basement Area: NA, sq.ft. ☐ Roof Surface: Comp. Shingle/Avg ☐ Trim/Finish: Wood-Average

☒ Existing ☐ Proposed ☐ Under Const, ☐ Basement Finish: NA, \$ ☐ Builders & Downspouts: None ☐ Bath Floor: Tile-Average

Exterior (Roof): Traditional ☐ Outside Entry/Exit ☐ Sump Pump ☐ Window Type: Insulated/Avg ☐ High Moisture Fiberglass-Average

Year Built: 1950, Evidence of: ☐ Infiltration: NA ☐ Storm Bash/Undated: None ☐ Car Storage: ☒ None

Effective Age (Yrs): 10, ☐ Damages: ☐ Settlement: ☐ Screens: Yes ☐ Delivery: # of Cars: Multiple

Age: ☐ None ☒ Historic ☐ PMA ☐ MIBB ☐ Radial: Asbestos ☐ Woodstove(s): ☐ Delivery Surface: Paved

☐ Drop Saw ☐ Slaty ☐ Other: ☐ Fuel Gas ☒ Fireplace(s): ☐ Fence Chain Link ☐ Garage: # of Cars

☐ Paper ☒ Scuffy ☐ Cooling: ☒ Central Air Conditioning ☐ Patio/Deck: ☐ Porch Stoop ☐ Carport: # of Cars

☐ Finished ☐ Hardwood ☐ Individual ☐ Other: ☐ Foot ☐ Other: ☐ All ☐ Det. ☐ Built-to

Appliances: ☐ Refrigerator ☐ Range/Oven ☐ Dishwasher ☐ Disposal ☐ Microwave ☐ Washer/Dryer ☐ Other (describe):

Weighted area above grade contains: 0 Bedrooms, 5 Bedrooms, 2 1/2 Baths, 2,882 Square Feet of Gross Living Area Above Grade

Additional features (special energy efficient items, etc.): ceiling fans, security system, fresh paint, new roof coverage, new bathroom fixtures, and new kitchen appliances

Describe the condition of the property (including needed repairs, deterioration, renovations, remodeling, etc.): The subject property is in overall good physical condition. No items of deferred maintenance were noted at the time of analysis. Quality of construction appears to be average, and commensurate with houses in the size and price range in the local market.

Are there any physical deficiencies or adverse conditions that affect the livability, soundness, or structural integrity of the property? ☐ Yes ☒ No, If Yes, describe:

There were no apparent adverse conditions that affect the livability, soundness, or structural integrity of the subject property at the time of analysis. No environmental impact analysis was performed.

Does the property generally conform to the neighborhood functional style, style, condition, use, construction, etc.? ☒ Yes ☐ No, If No, describe:

The subject property is similar in style, condition, quality of construction and functional utility as other houses in the general area.

Note: The price would not be inflated if all the repairs are completed.

There is plenty evidence of deferred maintenance that exist throughout the house

checked No should be yes

No Patio Deck exist

No Central Air Exist

There were plenty of adverse conditions affecting

ATTEST: TRUE COPY

Uniform Residential Appraisal Report

File # 7-59

This report form is designed to report an appraisal of a one-unit property or a one-unit property with an accessory unit including a unit in a planned unit development (PUD). This report form is not designed to report an appraisal of a manufactured home or a unit in a condominium or cooperative project.

This appraisal report is subject to the following scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions, and certifications. Modifications, additions, or deletions to the intended use, intended user, definition of market value, or assumptions and limiting conditions are not permitted. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment. Modifications or deletions to the certifications are also not permitted. However, additional certifications that do not constitute material alterations to this appraisal report, such as those required by law or those related to the appraiser's continuing education or membership in an appraisal organization, are permitted.

SCOPE OF WORK: The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report form, including the following definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser must, at a minimum: (1) perform a complete visual inspection of the interior and exterior areas of the subject property, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify, and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions, and conclusions in this appraisal report.

INTENDED USE: The intended use of this appraisal report is for the lender/client to evaluate the property that is the subject of this appraisal for a mortgage finance transaction.

INTENDED USER: The intended user of this appraisal report is the lender/client.

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he or she considers his or her own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS: The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.
2. The appraiser has provided a sketch in this appraisal report to show the approximate dimensions of the improvements. The sketch is included only to assist the reader in visualizing the property and understanding the appraiser's determination of its size.
3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.
5. The appraiser has noted in this appraisal report any adverse conditions (such as needed repairs, deterioration, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing the appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the property (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal report must not be considered an environmental assessment of the property.
6. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that the completion, repairs, or alterations of the subject property will be performed in a professional manner.

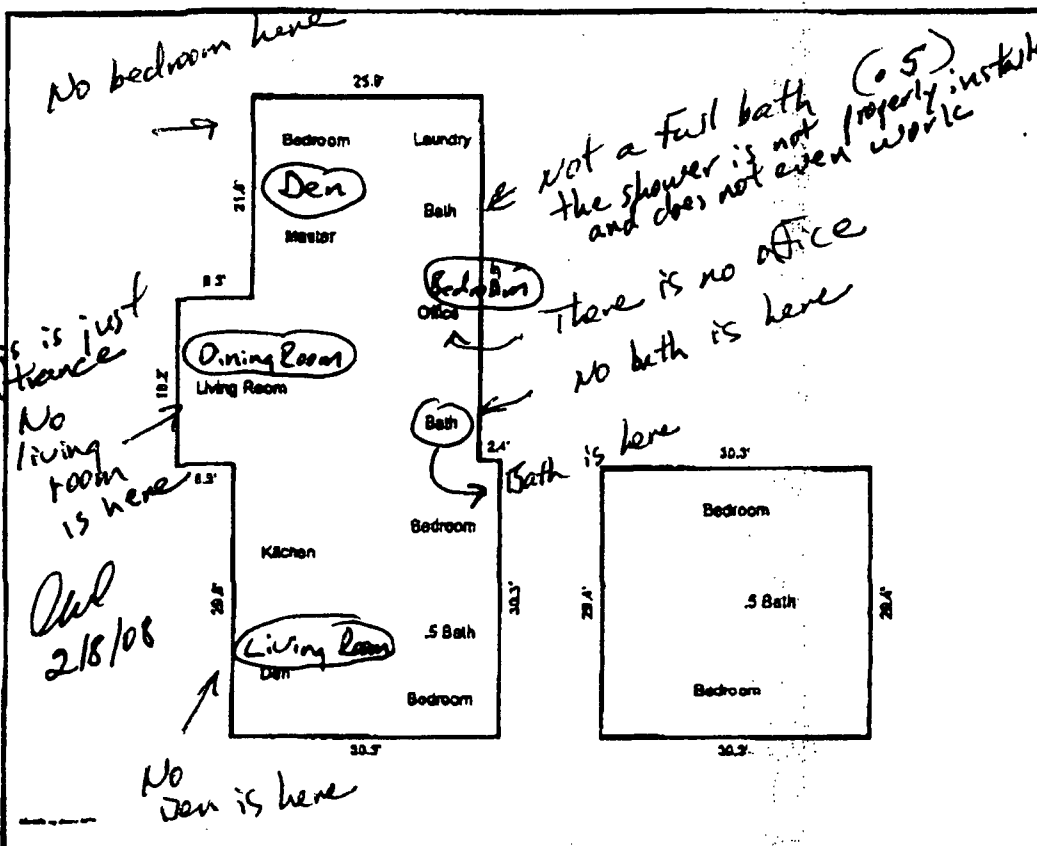
TEST: TRUE COPY
Christina B. Clark
CLERK OF COURT
ORANGEBURG COUNTY, SC

Loan # 0174072777
his sketch is accurate

Sta No 7-50 Page 612

Building Sketch (Page - 1)

Borrower/Client: Siskunk			
Property Address: 422 Bayne Street			
City: Orangburg	County: Orangburg	State: SC	Pin Code: 29115
Lender: Goldengate Mortgage			



Comments:

AREA CALCULATIONS SUMMARY			
Code	Description	Net Area	Net Total
GA1	First Floor	2091.2	2091.2
GA2	Second Floor	890.6	890.6
Net LIVABLE Area (Rounded)			2982

LIVING AREA BREAKDOWN			
Floor	Breakdown	Area	Net Total
First Floor	28.9	x	44.0
	8.3	x	14.2
	0.3	x	2.4
	29.9	x	30.3
Second Floor	20.4	x	30.3
			890.6
5 Items (Rounded)			2982

Exhibit 12

ATTEST: TRUE COPY
 Winnifia B. Clark
 CLERK OF COURT
 ORANGBURG COUNTY, SC

Loan # 0174072777

Could not have performed a visual inspection there

no improvements to 423 Bayne Street.

File No. 7-591 Page #7

Uniform Residential Appraisal Report

File # 7-59

APPRaiser's CERTIFICATION: The Appraiser certifies and agrees that:

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.
2. I performed a complete visual inspection of the interior and exterior areas of the subject property. I reported the condition of the improvements in factual, specific terms. I identified and reported the physical deficiencies that could affect the livability, soundness, or structural integrity of the property.
3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I have adequate comparable market data to develop a reliable sales comparison approach for this appraisal assignment. I further certify that I considered the cost and income approaches to value but did not develop them, unless otherwise indicated in this report.
5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.
6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.
7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.
8. I have not used comparable sales that were the result of combining a land sale with the contract purchase price of a home that has been built or will be built on the land.
9. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.
10. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property.
11. I have knowledge and experience in appraising this type of property in this market area.
12. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.
13. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.
14. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.
15. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.
16. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.
17. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.
18. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event (such as approval of a pending mortgage loan application).
19. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.
20. I identified the lender/client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.

EXHIBIT

ATTEST: TRUE COPY

Winnif B. Clark

CLERK OF COURT

ORANGEBURG COUNTY, SC

page 14 of 19

1530

This is a fabrication

has knowingly withheld information
Statements that is significant
true and correct

2/18/08

File No. 7-58 Form 6.0

Uniform Residential Appraisal Report

File # 7-58

21. The lender/client may disclose or distribute this appraisal report to the borrower; another lender at the request of the borrower; the mortgagee or its successors and assigns; mortgage insurers; government sponsored enterprises; other secondary market participants; data collection or reporting services; professional appraisal organizations; any department, agency, or instrumentality of the United States; and any state, the District of Columbia, or other jurisdiction; without having to obtain the appraiser's or supervisory appraiser's (if applicable) consent. Such consent must be obtained before this appraisal report may be disclosed or distributed to any other party (including, but not limited to, the public through advertising, public relations, news, sales, or other media).

22. I am aware that any disclosure or distribution of this appraisal report by me or the lender/client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.

23. The borrower, another lender at the request of the borrower, the mortgagee or its successors and assigns, mortgage insurers, government sponsored enterprises, and other secondary market participants may rely on this appraisal report as part of any mortgage finance transaction that involves any one or more of these parties.

24. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

25. Any intentional or negligent misrepresentation(s) contained in this appraisal report may result in civil liability and/or criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Section 1001, et seq., or similar state laws.

SUPERVISORY APPRAISER'S CERTIFICATION: The Supervisory Appraiser certifies and agrees that:

1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.
4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
5. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

APPRAISER

Signature [Signature]
 Name Jim M. Clark
 Company Name Bayley Company
 Company Address 1125 St. Jean Place, 15 F. Columbia, SC
29205
 Telephone Number 803-920-0003
 Email Address jim@bayley.com
 Date of Signature and Report 10-09-07
 Effective Date of Appraisal 10-09-07
 State Certification # _____
 or State License # L 4202
 or Other (describe) _____ State # _____
 State SC
 Expiration Date of Certification or License 6/30/2008

ADDRESS OF PROPERTY APPRAISED

424 Bayne Street
Orangeburg, SC 29115
 APPRAISED VALUE OF SUBJECT PROPERTY \$ 78,000

LENDER/CLIENT

Name _____
 Company Name Goldengate Mortgage
 Company Address NA
 Email Address _____

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature _____
 Name _____
 Company Name _____
 Company Address _____
 Telephone Number _____
 Email Address _____
 Date of Signature _____
 State Certification # _____
 or State License # _____
 State _____
 Expiration Date of Certification or License _____

SUBJECT PROPERTY

- ☐ Did not inspect subject property
☐ Did inspect exterior of subject property from street
 Date of Inspection _____
☐ Did inspect interior and exterior of subject property
 Date of Inspection _____

COMPARABLE SALES

- ☐ Did not inspect exterior of comparable sales from street
☐ Did inspect exterior of comparable sales from street
 Date of Inspection _____

ATTEST: TRUE COPY

Winnifred B. Clark

CLERK OF COURT

ORANGEBURG COUNTY, SC

ORANGEBURG COUNTY ASSESSOR'S OFFICE

Residential
Data

Building A Brighter Future Our Citizens!!

0173-19-10-
006.000

Click here
to close

New Search Base Info Residential Commercial Outbuildings
Land Use Sales History Tax History Map It!

TAX MAP NUMBER [2000]	PHYSICAL ADDRESS	INDEX ORDER	CARD #	LEGAL RES.
0173-19-10-006.000	423 BAYNE ST	Parcel ID	01	

Photo Sketch

Use Code:	Res One Family Platted Lot	Year Built:	1950
Style:	Cape Cod	Year Remodeled:	
Grade:		Stories:	2
Grade Adj.:	10	Make:	
Ext. Walls:	Frame	Model:	
Roof:	Shingle	Serial #:	N/A
Foundation:		Length:	0
Heating:	Forced Air/Cen Heat	Width:	0
Air Cond.:	No Central Air	Color:	
Fireplaces:	0	Fin. Living Floor Area:	1274
Total Rooms:	8	First Floor Area:	1274
Bedrooms:	5	Upper Floor Area:	
Half Baths:	1	Half Story Floor Area:	
Full Baths:	1	Finished Basement:	

Information current as of: 8/13/2007
Last reassessment: 2003

All information subject to disclaimer.

[Go Home Page](#) [New Search](#)

Exhibit 26

Loan # 0114072777

To Whom It May Concern:

Please accept this letter as my reply to Complaint No. 08-00679-B. I will include as much information as possible for the purpose of full disclosure.

I recently sold the property located at 423 Bayne Street in Orangeburg, SC to Mrs. Dorothy Sistrunk. A few months prior to the sale of the home, Mrs. Sistrunk agreed to complete the improvements to the home instead of paying any money down or a monthly rental fee. She immediately moved into the house and her husband began working on the home. We enjoyed a positive relationship during this time. He asked only for a few reasonable items during the renovation process (including small amounts of money and a helping hand while installing sheet-rock that was above his head). I happily obliged on the money, and I tried to send help a time or two. It is my understanding that Mr. Sistrunk never actually let the laborer help him. Upon hearing that they were approved for permanent financing the Sistrunks mentioned that an "update" to the electrical work might be in order. All the other work was supposedly complete. He said that though he could do almost any type of home improvement, electrical work was beyond his capacity. This again seemed like a reasonable request. I asked the Sistrunks to get an estimate on the work in question on several different occasions. This estimate never came. Upon the scheduled closing date, Mrs. Sistrunk met me in the parking lot with a hand written estimate that read-

Electrical work- \$10,000.00

There was no further explanation. I told Mrs. Sistrunk that the estimate was far and away more money than I was going to spend. I told her that I would be happy to send someone to complete the work, but that this was not what we had agreed upon. She decided to go into the attorney's office and proceed with the closing. She went ahead and signed the paperwork and the house was hers. The very next day, I sent a licensed electrician by the name of Trent Green to their house. He also does some general contracting work. He repaired the flashing on their chimney, and he inspected the status of the wiring in the home. He called me with an estimate of \$3200.00 to complete the work. I told him to move forward with the updates, but Mr. Sistrunk escorted him off the property. I was then unable to reach either of them to see how they wanted to proceed. My next move was to contact the contractor that provided the initial estimate. He told me that the job would cost \$5-\$6K. He said that he was told that the bank was providing the money so he put down \$10K on his written estimate. I told him about the estimate from Mr. Green. His reply was that \$5-6K was his price. I then asked him to give me a hard number of \$5000.00, but he preferred to keep the estimate open ended. I was not comfortable with this scenario because he had already provided an estimate that was for more money than the job required. I then sent the Sistrunks a letter (that I have included with this explanation). In the letter, I stated that we could do one of three things-

- 1) Use Mr. Green
- 2) I could give them a set amount of money to pay their contractor
- 3) We could find a third contractor that we both agreed upon.

Exhibit 36

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

I have not directly heard back from them since this contact. They have evidently sent a tremendous amount of paperwork to both the closing attorney and the mortgage broker demanding restitution. David Terrell is the owner of Golden Gate Mortgage. He has gone to great lengths to make the Sistrunks happy, but to this point his attempts have been unsuccessful. The last contact that I had with him concerning the matter seemed to produce a workable solution. The Sistrunks wanted the money for the February payment because they felt like the home was not up to the agreed upon standard. They would then allow a third contractor to complete the work, and the matter would be over. I drove down to Orangeburg with a certified check for \$700.00 (slightly over the amount of their monthly payment). I left them a note with the check that mentioned the money was for their payment, and that I wanted to speak with them concerning the completion of the work. I still have not heard from them. It is my understanding that they took the money, but refused to make the payment. They told Golden Gate Mortgage that they would be contributing to fraud if they used the money to make the payment. I value my professional reputation, but I am at a loss as to how to correct this problem. The Sistrunk's demands are far greater than the work that we originally agreed upon. They continue to pursue restitution, but have little interest in actually addressing the problem. I have included the contact information for Mr. Green if you would like to validate my account of his inspection of 423 Bayne Street in Orangeburg. Thank you for your attention to this matter.

Sincerely



Thomas Jacobs

Trent Green
803-240-4453

Exhibit 36

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

GOLDEN GATE MORTGAGE, INC.
3102 Millwood Ave
COLUMBIA, SC 29205
PHONE (803) 788-2880
FAX (803) 736-9290
dterrell@goldengatemortgage.net

TO: Dorothy Sistrunk FROM: David Terrell
DATE: 02/06/08 FAX: 1-803-268-0716

SUBJECT: **Memo**

Mrs. Sistrunk,

I am deeply sorry that you feel wronged by GoldenGate Mortgage. I want to offer my assistance in anyway possible to answer any questions that you have, and to help solve any problems that you face.

I am responsible for your mortgage, and making sure that you receive fair and just treatment for your financing. I am the person that put you with Wells Fargo and was able to clear the conditions to obtain your loan, and I'm a little confused on why you would want to sue us. But nonetheless, please feel free to call me to discuss anything that you feel we have done wrong; and I will do everything in my power to make it right.

Sincerely,

David Terrell
GoldenGate Mortgage

Exhibit 37

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



Golden Gate Mortgage Inc.

May 1, 2008

RE: Complaint No. 08-00680-B
Dorothy Sistrunk
423 Bayne Street
Orangeburg, SC 29115

To Whom It May Concern:

The purpose of this letter is to respond to the complaint made by Dorothy Sistrunk:

In the Complaint, Mrs. Sistrunk indicates that I failed to represent the borrower and failed to validate an appraisal. We ordered the appraisal and then submitted it to an underwriter, who then reviewed the appraisal and made an underwriting decision on whether to accept the value. This particular house appraised for 78k and sold for 75k. The house has a square footage of 2900+ in downtown Orangeburg. The appraisal was done "as is" and was not done in a fraudulent manner. The customer later made a complaint straight to Wells Fargo (the lender we brokered the loan to) and they responded with a letter reiterating the fact they found the value acceptable for their lending purposes. I would also like to point out that the customer signed and agreed to purchase the house for 75k. It is my opinion that the customer should not have agreed to these terms if they thought the value was escalated. I also believe that the customer was under the impression that more work was going to be done by the seller; and trusted that the seller would complete this work. To my knowledge this work has not been done, but it was not required for financing.

ATTEST: TRUE COPY

Mrs. Sistrunk also indicated that I might have participated in a Predatory or Fraudulent Mortgage Scheme. I received absolutely no portion of the profit from this purchase transaction. I am in no way involved in the real estate business with Thomas Jacobs. We have not done any real estate transactions as partners. I am in no way affiliated with Mr. Jacobs. Also, I waived all my origination costs. It would seem difficult to call something predatory when there were no points or origination fees charged.

Winnifred B. Clark
CLERK OF COURT
ORANGEBURG COUNTY, SC

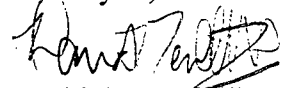
Mrs. Sistrunk also indicates there was no mortgage broker agreement. That is incorrect. We have a signed mortgage broker fee agreement in the file.

Exhibit 49

Also, Mrs. Sistrunk claims that I represented the seller in this transaction. I delivered a loan to Mrs. Sistrunk for 100% of the purchase price that she agreed on and worked in order to qualify her for financing for this property. I simply provided her the opportunity to buy this house for the lowest costs to her as possible. I have talked to Mrs. Sistrunk, and she indicated that she was never pressured into signing this loan, and I would have no reason to pressure her. I am not sure why she chose to sign the papers if she was not happy with the house. I tried to get involved to resolve this issue, however I was unable to find a resolution because the complaint is not with Golden Gate Mortgage; rather it is with the seller. I drove down to the house with an electrician to try and resolve the issue. The house did not seem to be in great condition, but the customer lived in the house for months prior to this closing. All they had to do was refuse to sign until they were satisfied with the house. And why would I have a better understanding of whether the house was ready to close than a customer that was actually living in the house? The customer expected me to personally inspect the house; and I actually understand that, it would be ideal if that were possible. But the decision to close was ultimately theirs. They were not being forced out of their house; they could've easily not signed and continued to live in the house rent-free! They have indicated that they were very happy with the rate and the payment that was obtained for them through Golden Gate Mortgage. The HUD shows that I didn't charge any points, and they were not forced or coerced to signing the loan in any way; so I am not sure why they are filing a complaint against us.

Please call me if there are any further questions, I would like to be involved and I would like to help the Sistrunks in any way possible.

Thank you,



David E Terrell II

President

Golden Gate Mortgage, Inc.

ATTEST: TRUE COPY

Winniford B. Clark

CLERK OF COURT
ORANGEBURG COUNTY, SC

Exhibit 49

BORROWER				CO-BORROWER			
BORROWER'S NAME <u>Dorothy Sistrunk</u>		DATE OF BIRTH <u>3/18/59</u>		CO-BORROWER'S NAME		DATE OF BIRTH	
SOCIAL SECURITY # <u>247-19-2747</u>		HOME PHONE # <u>803 268-0716</u>		WORK PHONE # <u>803 534-3709</u>		SOCIAL SECURITY #	
MAILING ADDRESS <u>423 Bayne St. Orangeburg SC 29115</u>		PROPERTY ADDRESS		HOME PHONE #		WORK PHONE #	
Do you occupy the property? ☒ Yes ☐ No		Is it a Rental? ☐ Yes ☒ No		If So, What is monthly rental income?			
Is the property listed for sale? ☐ Yes ☒ No If so, with whom?				Agent's Name:			
Have you contacted your credit counseling services for help? ☒ Yes ☐ No				Agent's Phone:			
Do you pay Real Estate Taxes? (outside of mortgage payments) ☐ Yes ☒ No				Counseling Representative:			
Have you filed bankruptcy? ☐ Yes ☒ No				Counseling Rep's Phone:			
If Yes, Chapter 7 ☐ Chapter 13 ☐		Filing Date:		Are the taxes current? ☒ Yes ☐ No		Are there other liens on the property? ☐ Yes ☐ No	
Attorney's Name:		Attorney's Phone:					
EMPLOYMENT							
EMPLOYER: BORROWER <u>Orangeburg Area Mental Health</u>		HOW LONG? <u>8 yrs.</u>		EMPLOYER: CO-BORROWER		HOW LONG?	
Monthly Income - Borrower				Monthly Income - Co-Borrower			
Wages	\$			Wages	\$		
Unemployment Income	\$			Unemployment Income	\$		
Child Support / Alimony	\$			Child Support / Alimony	\$		
Disability Income	\$			Disability Income	\$		
Rents Received	\$			Rents Received	\$		
Other	\$			Other	\$		
Less: Federal and State Tax, FICA	\$	<u>172.21</u>		Less: Federal and State Tax, FICA	\$		
Less: Other Deductions (401K, etc.)	\$	<u>286.00</u>		Less: Other Deductions (401K, etc.)	\$		
Total	\$	<u>458.21</u>		Total	\$		
Monthly Expenses				Assets			
Other Mortgages / Liens	\$			Type		Estimated Value	
Auto Loan(s)	\$			Home		\$	
Auto Expenses / Insurance	\$	<u>166.81</u>		Other Real Estate	#	\$	
Credit Cards / Installment Loan(s)	\$	<u>150.00</u>		Checking Account(s)		\$ <u>200.00</u>	
Health Insurance	\$	<u>67.17</u>		Saving / Money Market		\$ <u>500.00</u>	
Medical	\$	<u>50.00</u>		Cars	#	\$ <u>2,000.00</u>	
Child Care / Support / Alimony	\$			IRA / Keogh Accounts		\$	
Food / Spending Money	\$	<u>250.00</u>		401k / ESPO Accounts		\$ <u>3,000.00</u>	
Water / Sewer / Utilities / Phone	\$	<u>260.00</u>		Stocks / Bonds / CDs		\$	
Other	\$	<u>85.92</u>		Other		\$	
Total	\$	<u>1,029.90</u>		Total	\$	<u>5,700.00</u>	

*Please briefly explain your hardship or reason for being delinquent: _____

"I agree as follows. My lender may discuss, obtain and share information about my mortgage and personal financial situation with third parties such as purchasers, real estate brokers, insurers, financial institutions, creditors and credit bureaus. Discussions and negotiations of a possible foreclosure alternative will not constitute a waiver of or defense to my lender's right to commence or continue any foreclosure or other collection action, and an alternative to foreclosure will be provided only if an agreement has been approved in writing by my lender. The information herein is an accurate statement of my financial status."

Submitted this 3rd day of June
 By Dorothy Sistrunk
 Signature of Borrower
 By Winnifred B. Clark
 Signature of Borrower

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

Before mailing, make sure you have signed and dated the form and attach a copy of your most recent pay stub and statement(s) of your checking and/or savings account to it.

ACORN Referral



Homeowner Intake Form

For AHC Office Use Only:

HCO #
 Mode of Counseling: ☐ Phone ☐ In-Office
 Intake Date:
 Counseling Office:

Please print clearly and fill out all fields.

★ I am interested in: ☐ Mortgage Default Prevention or Counseling ☐ Refinancing ☐ Reverse Mortgage
 ★ Who Referred You? *South Carolina ACORN*
 ★ Scheduled Sale Date:

I. Contact Information ★★★

Borrower Name: <i>Dorothy Sistrunk</i>	SSN: <i>247-19-2747</i>	DOB: <i>3/8/1959</i>	Gender (M/F): <i>F</i>
Co-Borrower Name:	SSN: - -	DOB: / /	Gender (M/F):
Property Address: <i>423 Bayne Street</i>			
City, State ZIP: <i>Orangeburg SC 29115</i>		County: <i>Orangeburg</i>	
Home Phone: <i>(803) 268-0716</i>	Best time to reach you:		
Work Phone: <i>(803) 534-3709</i>	Work hours: <i>2pm - 10pm</i>		
Cell Phone: () -	Email:		
Additional Contact Information: Name: <i>George Sistrunk</i>		Phone: <i>(803) 268-0716</i>	

II. Demographic Information ★★★

Borrower:	Gender ☐ M ☒ F	Disabled? ☐ Yes ☒ No	Household Head? ☒ Yes ☐ No
Marital Status: ☐ Single ☐ Domestic Partner ☒ Married ☐ Divorced ☐ Widowed ☐ Other			
Co-Borrower:	Gender ☐ M ☐ F	Disabled? ☐ Yes ☐ No	Household Head? ☐ Yes ☐ No
Marital Status: ☐ Single ☐ Domestic Partner ☐ Married ☐ Divorced ☐ Widowed ☐ Other			
Family Size: <i>3</i>		Languages Spoken in Home: <i>English</i>	
Ethnicity: ☐ Hispanic ☒ Non-Hispanic			
Race — Check one only for Borrower (B) and Co-Borrower (C):			
B	C	B	C
☐ American Indian / Alaskan Native	☐	☐ American Indian or Alaska Native <i>and</i> White	☐
☐ Asian	☐	☐ Asian <i>and</i> White	☐
☒ Black or African-American	☐	☐ Black or African-American <i>and</i> White	☐
☐ Native Hawaiian or other Pacific Islander	☐	☐ American Indian or Alaska Native <i>and</i> Black or African	☐
☐ White	☐	☐ Other Multiple Race	☐

III. Delinquency Description (If mortgage is current, skip to Section IV.) ★★★

How many days past due? ☐ 30-60 ☐ 61-90 ☐ 91-120 ☐ 121+			
Total arrears \$		Amt. saved to put toward arrears \$	
Has your lender initiated foreclosure? ☒ Yes ☐ No		In Bankruptcy? ☐ Yes ☒ No -- If yes, Chapter ☐ 7 ☐ 13	
Victim of predatory lending? ☒ Yes ☐ No		If yes, would you be willing to talk to the media? ☒ Yes ☐ No	
Primary reason for delinquency			
☐ Reduction in income	☐ Medical Issues	☐ Death of family member	
☐ Poor budget management skills	☐ Increase in expenses	☐ Business venture failed	
☐ Loss of Income	☐ Divorce/separation	☐ Increase in loan payment	
		☒ Other	

Exhibit 66

ATTEST: TRUE COPY

ATTEST: TRUE COPY

Winnif B. Clark

CLERK OF COURT

ORANGEBURG COUNTY, SC

ACORN Referral

IV. First Mortgage Information ★★★

Current Lender/Servicer: <u>Wells Fargo Bank</u>		Original Lender: <u>Wells Fargo Bank</u>	
Loan #: <u>0174072777</u>			
Original Amount of Loan \$ <u>75,000.00</u>		Current Balance \$ <u>75,000.00</u>	
When was loan originated (closed) – mo/yr: <u>12 / 2007</u>		Current home value \$	
Principal & Interest payment (monthly) \$ <u>668.96</u>		Interest rate: % <u>7.125</u>	
Type of Loan: ☐ Conventional ☐ FHA ☐ VA ☐ Privately held			
Type of interest rate: ☐ Fixed ☐ Adjustable (ARM)		Interest only payments? ☐ Yes ☐ No	
If ARM, check one: ☐ Option ARM ☐ 3/27 ☐ 2/28		Has loan reset at least once? ☐ Yes ☐ No	
Annual property taxes \$		Escrowed? ☐ Yes ☐ No	
Annual homeowner's insurance \$		Escrowed? ☐ Yes ☐ No	

V. Second Mortgages / Liens / Judgments

Loan #	Current Lender/Servicer:
Original Loan Amt \$	Current Loan Amt \$
Interest rate: %	Monthly Payment \$
Other Liens or Mortgages:	

VI. Household Income ★★★ (monthly totals only)

	Net amount (monthly)	Income source details (for example, employer, SSI, rental, unemployment, alimony) If employed, enter employer name & address, your title and dates of employment.
Borrower	\$ <u>1,344.08</u>	<u>Orangeburg Area Mental Health - Sept. 2000 Clinical Counselor</u>
Borrower	\$	
Co-Borrower	\$	
Co-Borrower	\$	
★Total Monthly Income	\$ <u>1,344.08</u>	★Total Monthly Expenses \$ <u>~~1,528.90~~ 1,576.24</u>
Total Annual Income	\$	

VII. Assets or Funds Available

Type (savings, checking, CD, 401(k), stocks, down payment gifts, etc.)	Balance	Institution Name
1. <u>Checking</u>	\$ <u>200.00</u>	
2. <u>Saving</u>	\$ <u>500.00</u>	
3. <u>401(K)</u>	\$ <u>3,000.00</u>	
4. <u>Car</u>	\$ <u>2,000.00</u>	
Total Balance	\$ <u>5,700.00</u>	

ATTEST: TRUE COPY

Exhibit 66

Winnifred B. Clark
Form T20A, ver. 4.8.08.01
CLERK OF COURT
ORANGEBURG COUNTY, SC

ACORN Referral

VIII. Monthly Income and Expense Record

Expense	Present Monthly Amount	Monthly debts on credit report (including taxes and insurance)
1st Mortgage	\$ 668.96	\$
2nd Mortgage	\$	\$
Property taxes (if not included in mortgage)	\$	\$
Homeowner's insurance (if not included in mortgage)	\$	\$
Gas/ oil	\$	\$
Electric	\$ 160.00	\$
Water/sewage	\$	\$
Phone	\$ 100.00	\$
Cell phone	\$	\$
Life insurance	\$ 67.17	\$
Car insurance	\$ 66.81	\$
Installment loan with	\$	\$
Installment loan with	\$ 110.00	\$
Charge account with	\$ 20.00	\$
Charge account with	\$ 20.00	\$
Charge account with	\$	\$
Charge account with	\$	\$
Charge account with	\$	\$
Food/groceries	\$ 150.00	\$
Auto expenses	\$	\$
Gasoline/ transportation	\$ 100.00	\$
Medical (doctor, dentist, eye care, prescriptions)	\$ 50.00	\$
Daycare, babysitters	\$	\$
Lunches, snacks, coffee	\$	\$
Cable TV	\$ 38.30	\$
Pay per view, video rental	\$	\$
Educational expenses (including books)	\$	\$
Church/religious donations	\$ 25.00	\$
Pet expenses	\$	\$
Barber/hair salon	\$	\$
Allowance (including children)	\$	\$
Cigarettes/beverages (including alcoholic)	\$	\$
Fast food/restaurant	\$	\$
New clothing, shoes	\$	\$
Gifts - birthday, anniversaries, holidays	\$	\$
Travel	\$	\$
Emergency savings	\$	\$
Child support, alimony	\$	\$
Other expenses	\$	\$
Total Monthly Expenses	\$ 1,576.24	\$

For AHC Office Use Only

1,344.08	—	1,576.24	=	\$	-232.16
Net Income		Total Expenses		Total Net Income	
1,576.24	1	2,260.50	=	\$	
Total Monthly Debt		Gross Income		Total	
					X 100 =
					Total Debt Ratio

Exhibit 66

ATTEST: TRUE COPY
 Form T2(A); ver. 4.8.08.01
 Winnifia B. Clark
 CLERK OF COURT
 ORANGEBURG COUNTY, SC

ACORN Referral



★★★

Authorization Form for Foreclosure Mitigation Program

For AHC Office Use Only:

HCO #
Mode of Counseling: ☐ Phone ☐ In-Office
Intake Date:
Counseling Office:
Housing Counselor:

Borrower Name: Dorothy Sistrunk
Please Print

Co-Borrower Name: _____
Please Print

Property Address: 423 Bayne Street
Orangeburg, SC

ZIP Code: 29115

Telephone Number: 803 268-0716

Cell: _____

Email: _____

Lender: Wells Fargo Bank

Loan Number: 0174072777

Servicer: _____

Type: ☐ Conventional ☐ VA ☐ FHA

I authorize ACORN Housing Corporation (AHC) and its representatives to speak on my behalf regarding my loan with my lender and with whoever has servicing responsibilities for my loan.

I authorize the lender and/or servicer handling my loan to discuss my loan with ACORN Housing Corporation.

I authorize ACORN Housing to pull credit reports to review my credit and debts for housing counseling purposes.

I authorize the lender and/or servicer to notify ACORN Housing in the event that my loan payments become delinquent in the future, if the lender or servicer chooses to provide this service.

I understand that ACORN Housing receives government funding through the National Foreclosure Mitigation Counseling (NFMC) program and other government programs. AHC is required to share some of my personal information with NFMC program administrators, their agents, and/or other government representatives for purposes of program monitoring, compliance, and evaluation.

I give permission for NFMC program administrators and/or their agents to pull my credit report up to two additional times between now and June 30, 2010 and to give authorization for NFMC program administrators and/or their agents to follow-up with me between now and June 30, 2010 for the purposes of program evaluation.

I understand that ACORN Housing receives funding from and has partnerships with the following lenders, servicers, and providers: Bank of America, JP Morgan/Chase, CitiGroup, Citizens Bank, Countrywide Home Loans, Freddie Mac, Fannie Mae, Option One, HSBC, M & T Bank, PNC Bank, Washington Mutual, US Bank, and First American.

I understand that the housing counselor will provide recommendations, but I am free to choose which lender, loan program, or workout I am interested in. I also understand the lender or servicer makes the decision about loan approval or delinquency resolution, not ACORN Housing Corporation.

I acknowledge that I have received a copy of the ACORN Housing Privacy Policy.

Dorothy Sistrunk
Borrower Signature

7/24/08
Date

Co-Borrower Signature

Date

ATTEST: TRUE COPY

Winnifia B. Clark

CLERK OF COURT

ORANGEBURG COUNTY, SC

Exhibit 66



Exhibit 4-1 (Now 68) ^{Due 8/19/08}

PARTIES ACKNOWLEDGMENT & AFFIDAVIT

SELLER: Thomas D. Jacobs

BUYER: Dorothy Sistrunk

PROPERTY: 423 Bayne Street

CLOSING DATE: December 21, 2007

Exhibit 68

We, the undersigned, do hereby acknowledge and agree to the following with regard to that certain Contract of Sale referenced above:

1. That the Player Law Firm, LLC has fully reviewed all of the terms of the Contract of Sale with the parties involved on the day of the closing; and that the terms and conditions contained in the Contract of Sale have been met and have been completed to the Satisfaction of both the Buyer(s) and Seller(s); and that the undersigned do hereby agree to proceed with the sale/purchase of the property on the day of closing.
2. That a smoke detector or smoke detectors meeting the requirements of *Section S-2_5-1310, et se., S.C. Code Ann. (1994 Supp.)*, has/have been installed and is/are functioning in the dwelling located at _____ being sold by the undersigned to _____.
3. X There is no lease on the above referenced property.
- _____ There is a lease of the above referenced property, but the Buyers and Sellers are doing their own prorations; or
- _____ There is a lease and we prorated based on the information given by the _____. I/we understand that the Player Law Firm, LLC do not verify the accuracy nor have they expressed an opinion as to the legality or enforceability of the lease or its terms. Furthermore, we agree that the Player Law Firm and Debra C. Galloway or Tucker S. Player is not liable for any information provided by any of the seller(s) or buyer(s) agents.
4. That the Player Law Firm is in no way responsible for the CL-100 wood infestation report completed on the property for this closing, and that both the Buyer(s) and Seller(s) accept the wood infestation report and agree to hold the Player Law Firm, LLC harmless of any claim arising out of said report to the Player Law Firm, LLC.
5. The Buyer(s) and Seller(s) hereby authorize the Player Law Firm, LLC to provide a copy of the HUD-1 Settlement Statement on the above referenced closing to any homeowners association or management company who may manage the property.

Columbia Office:
1415 Broad River Road
Columbia, SC 29210

Mailing Address:
P.O. Box 21005
Columbia, SC 29221

Ph: 803-772-8008
Fx: 803-772-8033
Email: Stephanie@playerlawfirm.com

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

Loan # 0174072777



PLAYER

PLAYER LAW FIRM, LLC

Exhibit 42 (Now 69) ^{Val 8/19/08}

6. Buyer(s) and Seller(s) agree that should any inadvertent errors or omissions be later discovered, they shall promptly execute such corrective documents and/or remit any monies as may be required to adjust or correct such errors or omissions.
7. The Buyer(s) of the above reference property hereby acknowledge that the Seller has represented that the residence constructed on the property () was () was not built prior to 1978; And further acknowledge that if said residence was built before 1978, I/we have been advised by the Player Law Firm, LLC that there may be lead based paint hazards in the residence, and that I/we have received a copy of the pamphlet "Protect Your Family From Lead In Your Home", and understand my/our rights and that I/we have or had to an inspection of the premises for lead-based paint hazards.
8. When the Law Firm has determined that your matter has been completed, we will proceed to close your file. As part of that process and prior to closing your file, we will scan all of the documents that have not already been scanned and are not a matter of public record onto a computer disk or some other medium determined by the Law Firm to be the most efficient. Thereafter, we will dispose of the original hard copies via a secure and confidential manner, such as shredding. For a period of seven (7) years following the date of the real estate closing for which we have acted as your attorney, we will make these scanned documents available to you upon your request. The undersigned hereby consent(s) to the aforementioned file retention system and further agree(s) that a duplicate of all documents signed at the closing will be admissible in court in lieu of the originals thereof.

PURCHASER:

Douglas D. Clark

SELLER:

Thomas D. Jacobs

SWORN BEFORE ME THIS DAY _____
OF _____, 20____

Notary Public for South Carolina
My commission expires: 01/05/14

Page 5 of 19

Columbia Office:
1415 Broad River Road
Columbia, SC 29210

Mailing Address:
P.O. Box 21005
Columbia, SC 29221

Exhibit 69
ATTEST: TRUE COPY
 Ph: 803-772-8008
 Fx: 803-772-8037
 Email: Stephanie@playerlawfirm.com
Stephanie B. Clark
 CLERK OF COURT
 ORANGEBURG COUNTY, SC

Loan # 0174072777



February 14, 2008

Exhibit 70

Thomas Jacobs
532 Knox Abbott Drive, Suite 3
Cayce, SC 29033
Via Email Only

Dorothy Sistrunk
423 Bayne Street
Orangeburg, SC 29115
VIA FACSIMILE ONLY (803) 268-0716

Wells Fargo Home Mortgage
4600 Emperor Blvd., Suite 200
Durham, NC 27703
VIA FACSIMILE ONLY (919) 474-9340
VIA FACSIMILE ONLY (866) 278-1179

RE: Sale from Thomas D. Jacobs to Dorothy Sistrunk
Property: 423 Bayne Street
Closing Date: December 21, 2007
Loan Number: 0174072777

Dear Parties:

I hope this correspondence finds all well. This letter is written in response to the fax memo of Dorothy Sistrunk addressed to myself in and to each of you. Because I represent all of the parties in the closing transaction, a conflict of interest exists. Because of the conflict of interest, I cannot address my opinion as to the merits of the claim. However, I will specifically address relevant parts of the memo as they relate to Player Law Firm, LLC and myself.

Mrs. Sistrunk's letter provided a summary of the events as she recalls them. I cannot make any statement as to the truth or falsity of said statements as they relate to events which transpired outside of closing and to which I had no knowledge. I will begin with a summary of the events from my perspective.

We represented the parties in the closing of the above referenced loan on December 21, 2007. The loan funded on the same day and all parties which were entitled to payment from the loan proceeds received said funds.

ATTEST: TRUE COPY
Winnifred B. Clark
CLERK OF COURT
ORANGEBURG COUNTY, SC
P.O. Box 21005
Columbia, SC 29221

Columbia Office:
1415 Broad River Road
Columbia, SC 29210

Ph: 803-772-8008
Fx: 803-772-8077
Email: Debra@playerlawfirm.com

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



PLAYER
PLAYER LAW FIRM, LLC

Exhibit 70

On December 27, 2007 at approximately 11:44 p.m., I received a facsimile correspondence from Mrs. Sistrunk stating that there were issues with the property which should have been settled prior to or shortly after closing and requesting \$10,175.00 from Mr. Jacobs. The facsimile also stated that if she did not receive it, she would rescind the loan. This facsimile was the first notice I received of any such issues. I telephoned Mrs. Sistrunk at approximately 1:05 p.m. and explained that the purchase had funded and that she could not rescind considering this was a purchase money transaction and the right to rescind only applied to certain refinances. She informed me that she had spoken with her legal advisor, Mr. Sistrunk, who told her that she did have the right to rescind. Mrs. Sistrunk put her husband on the phone and he stated that Regulation Z and the right to rescind does apply to purchases. I disagreed with his position. Considering this matter became a contested issue between Mrs. Sistrunk and Mr. Jacobs, I immediately sent a letter to all parties involved stating that since it appears that a dispute has arisen between the parties in the transaction, pursuant to the Conflict of Interest Disclosure executed by the parties, I was unable to represent either party in the dispute or assist in the dispute. This letter was sent to Mr. Jacobs via email and to Mrs. Sistrunk and Wells Fargo Home Mortgage via facsimile.

On December 28, 2007 at 12:39 p.m., I received a telephone call from Mrs. Sistrunk stating that she had spoken with Katherine Perkins at Wells Fargo who told her to get all parties involved together to see if we can resolve this issue. I explained to Mrs. Sistrunk that I could not assist due to a conflict of interest since she and Mr. Jacobs were in dispute. I made reference to the letter I faxed previously in regards to this. Mrs. Sistrunk stated that she believed I was already involved because I have already gotten paid. She also stated that all she wanted was her electricity fixed by Mr. Jacobs and she wanted my help. I asked her exactly what she wanted me to do since I could not represent either her or Mr. Jacobs in this dispute. I was unsure how I could assist the parties involved without violating the conflict of interest rules. She then stated that she didn't pick my law firm (said allegation being contrary to the executed closing documents) and that she didn't expect anything from me and that if this was not taken care of, she would cancel the loan and I will have to return the attorney fee paid. Mrs. Sistrunk also stated that whether I work with her or not in helping her get this resolved, she would get it taken care of. At no time was I "insensitive, indifferent, cold, uncaring, argumentative, and at times rude" as her fax memo states. My inability to assist does not equate to heartlessness. I was merely complying with my ethical obligations. It is unfortunate that my compliance with the law appeared to her as discourteous.

On January 7, 2008, I received a message from Mrs. Sistrunk requesting a copy of the executed closing package. The message was left at approximately 10:07 a.m. I returned the telephone call at 1:07 to ascertain the proper address to send the closing package. Considering the allegations with regard to the electricity in the property address, I was not sure whether she had taken residence or whether she wish the package forwarded to a different address. The line was busy. I called again at 2:04 p.m. and left her a message. My assistant also called her and left a message.

Columbia Office:
1415 Broad River Road
Columbia, SC 29210

Mailing Address:
P.O. Box 21005
Columbia, SC 29221

Ph: 803-772-8008
Fx: 803-772-8037
Email: Debra@playerlawfirm.com

ATTEST: TRUE COPY
Wynne R. Clark
CLERK OF COURT
ORANGEBURG COUNTY, SC



PLAYER
PLAYER LAW FIRM, LLC

Exhibit 70

On January 10, 2008, I received a fax from Mrs. Sistrunk demanding a copy of the executed closing package. While said fax was sent at 12:41 p.m., I did not receive it until the following day as I was in court in Aiken County on January 9, 2008. I responded to her via facsimile acknowledging receipt of the fax dated January 9, 2008. In my response I acknowledged that I was quite surprised at the tone of the fax, namely the indication that it would be necessary to sue me to obtain a copy of the closing package. I reminded her that she was given a copy package at closing which contained unsigned copies of all the documents she signed at closing. I also informed her that while I got her message on January 7, 2008 requesting signed copies of the closing documents, I did not receive a return call confirming the address the documents should be sent. On the same day, I sent Mrs. Sistrunk a copy of the closing package via UPS ground delivery to the property address.

On February 6, 2008, I received the Fax Memo which is the subject of this letter.

"To date: I have not received any communications from any of the parties involved concerning these matters"

Please refer to the summary above which details each of the communications received from Player Law Firm. I have responded to each communication directed to my attention.

"...no supervision of this appraisal occurred either by the Appraising firm-the Dailey Company, Player Law Firm (probably not necessary or required by statute, regulation or law) or Goldengate Mortgage who probably authorized it, paid for it and sent it to you."

It is not customary or required by law for an attorney to review the appraisal done in connection with a closing. As a practical matter, the appraisal is not typically sent to the closing attorney. In addition, an appraisal was not sent to me and no appraisal fee was collected as, according to the closing instructions, the lender did not require an appraisal to be completed.

"...Debra has been insensitive, indifferent, cold, uncaring, argumentative, and at times rude."

I have at all times been courteous and professional when dealing with Mrs. Sistrunk. It is unfortunate that she has interpreted my inability to assist in resolving the dispute between her and Mr. Jacobs as discourteous. I could not represent either party in the dispute.

"Why a lawsuit for \$250,000.00 ... Player Law Firm is being sued because Debra failed to ask any relevant questions concerning the transaction, nor did she advise me of my rights under RESPA, she failed to acknowledge this house was built before 1978 and tried to advise me that I had no rights..."

Columbia Office:
1415 Broad River Road
Columbia, SC 29210

Mailing Address:
P.O. Box 21005
Columbia, SC 29221

Ph: 803-772-8037
Fx: 803-772-8037
Email: Debra@playerlawfirm.com

ATTEST: TRUE COPY
Debra P. Clark
CLERK OF COURT
ORANGEBURG COUNTY, SC



Exhibit 70

February 14, 2008

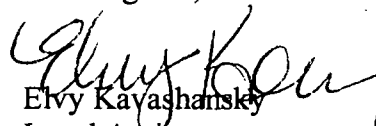
Dorothy Sistrunk
423 Bayne Street
Orangeburg, SC 29115
VIA FACSIMILE ONLY (803) 268-0716

RE: Sale from Thomas D. Jacobs to Dorothy Sistrunk
Property: 423 Bayne Street
Closing Date: December 21, 2007
Loan Number: 0174072777

Dear Ms. Sistrunk:

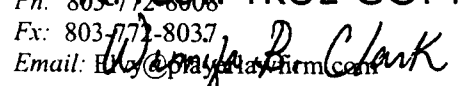
I am enclosing a letter we had tried sending to you via facsimile, but it would not go through.

Kind regards,


Elvy Kayashansky
Legal Assistant

Columbia Office:
1415 Broad River Road
Columbia, SC 29210

Mailing Address:
P.O. Box 21005
Columbia, SC 29221

ATTEST: TRUE COPY
Ph: 803-772-8908
Fx: 803-772-8037
Email: 
CLERK OF COURT
ORANGEBURG COUNTY, SC

Primary Insurance Certificate No: _____ MIC/GIC No: _____

Borrower's Name Dorothy Sistrunk Social Security Number 247-19-2747

Borrower's Name _____ Social Security Number _____

Home Telephone Number (803) 268-0716 Work Telephone Number(s) (803) 534-3769

If necessary, who should we call to set up an appointment to appraise the property: _____

PROPERTY ADDRESS

Street Address, City, State, Zip Code
423 Bayne Street Orangeburg, SC 29115

MAILING ADDRESS (if different than property address) ☐ Rent ☐ Own How Long _____

Street Address, City, State, Zip Code
423 Bayne Street Orangeburg, SC 29115

I. MONTHLY INCOME DATA

DESCRIPTION	INCOME BORROWER	INCOME CO-BORROWER	TOTAL
NET SALARY/WAGES	<u>1,344.08</u>		
COMMISSION/BONUSES			
OTHER (IDENTIFY)			
TOTAL NET INCOME	<u>1,344.08</u>		

II. Assets		III. Liabilities		
Description	Estimated Value	Description	Monthly Payment	Balance Due
Home		Mortgage	<u>468</u> <u>96</u>	
Other Real Estate (explain)		Other Mortgages/Rent		
Automobile	<u>2,000.00</u>	Alimony/Child Care		
Automobile		Auto Transportation/Expenses	<u>116</u> <u>81</u>	
Checking Accounts	<u>200.00</u>	Auto/Haz./Life Insurance	<u>67</u> <u>17</u>	
Savings/Money Market	<u>500.00</u>	Food	<u>150</u> <u>00</u>	
IRA/Keogh Accounts		Utilities	<u>160</u> <u>00</u>	
401K/ESOP Accounts	<u>3,000.00</u>	Maintenance		
Stock/Bonds, CD's		Cell Phone/Telephone	<u>100</u> <u>00</u>	
Other Investments (explain)		Credit Card	<u>150</u> <u>00</u>	
		Auto Payment		
		Other Expenses (Identify)		
		Child Care		
		Medical/Dental	<u>50</u> <u>00</u>	
		Cable, Telephone, Cell Phone	<u>38</u> <u>30</u>	
		Clothing/Other Misc.	<u>25</u> <u>00</u>	
	<u>5,700.00</u>	Total	<u>1,576</u> <u>24</u>	

Please briefly explain your hardship or reason for being delinquent:
Supposed Mortgage Fraud, Suspected Predatory Lending & potential Insurance fraud.

I (we) certify that the financial information stated above is true, and is an accurate statement of my/our financial condition. I/We understand and acknowledge that any action taken by the lender of my/our mortgage loan on my/our behalf will be made in strict reliance on the financial information provided. My/Our signature(s) below grants the holder of my/our mortgage the authority to obtain a credit report to verify the information in this financial to be accurate.

NOTICE: ATI Title Co. is a subsidiary of Wells Fargo Home Mortgage, Inc. A lender is allowed to require the use of an Attorney, Escrow Agent, Credit Reporting Agency or Real Estate Appraiser chosen to represent the lender's interest.

By Dorothy Sistrunk Date 5/14/08 By _____ Date ____/____/____

FINAL INSTRUCTIONS

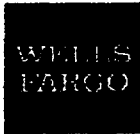
- Make sure you have signed and dated the form
- Include copy of your most recent paystubs or proof of income if self-employed

FILED
CLERK OF COURT
ORANGEBURG, SC

2008 JUN 33 A 9:31

Exhibit 72

ATTEST: TRUE COPY
Lisa W. Miller
CLERK OF COURT
ORANGEBURG COUNTY, SOUTH CAROLINA
ATTEST: TRUE COPY
Winnifia B. Clark
CLERK OF COURT
ORANGEBURG COUNTY, SC



George M Sistrunk
423 Bayne St
Orangeburg SC 29115

Re: Mortgage Loan 0174072777

Please be aware this is not the appropriate office to be submitting your correspondence and all correspondence regarding this account is destroyed upon receipt.

Regards,

CRA Risk Management

OCC Case# 785593

SCDCA Complaint #08-0237-B2

Exhibit 110

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

CONTRACT OF SALE

Thomas Jacobs as Seller, and Dorothy Sistrunk as Buyer, hereby agree that the Seller shall sell and the Buyer shall buy the following described property UPON THE TERMS AND CONDITIONS HEREINAFTER SET FOR, within this contract.

1. **LEGAL DESCRIPTION:**

Property and Improvements located at 423 Bayne Street in the City of Orangeburg in the County of Orangeburg in the State of South Carolina.

2. **PURCHASE PRICE: SEVENTY FIVE THOUSAND & NO/100**

Method of Payment:

- a) Deposit to be held in trust \$ _____
- b) Approximate principal balance of first mortgage to which Conveyance shall be subject, if any, Mortgage Holder: \$ _____
- c) Other: First Mortgage \$ _____
- d) Cash, certified or local cashier's check on closing and Deed (or such greater or lesser amount as may be necessary to complete payment of purchase price after credits, adjustments and prorations. \$ 75,000.00

3. **PRORATIONS:** Taxes, insurance, interest, rents and other expenses and revenue of said property shall be prorated as of the date of closing.

4. **RESTRICTIONS, EASEMENTS, LIMITATIONS:** Buyer shall take title subject to:

- a) Zoning, restrictions, prohibitions, and requirements imposed by governmental authority
- b) Restrictions and matters appearing on the plat or common to the subdivision
- c) Public utility easements of record, provided said easements are located on the side or rear
- d) Taxes for year of closing, assumed mortgages, and purchase money mortgages
- e) Other:

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

Exhibit 140

5. **DEFAULT BY BUYER:** If Buyer fails to perform any of the covenants of this contract, all money paid pursuant to this contract by Buyer as aforesaid shall be retained by or for the account of the Seller as consideration for the execution of this contract and as agreed liquidated damages and in full settlement of any claims for damages.

6. **DEFAULT BY SELLER:** If the Seller fails to perform any of the covenants of this contract, the aforesaid money paid by the Buyer, at the option of the Buyer, shall be returned to the Buyer on demand; or the Buyer shall have only the right of specific performance.

7. **TIME IS OF THE ESSENCE:** Time is of the essence for this Sale and Purchase Agreement.

8. **EXPENSES:** The Seller agrees up to \$4,500.00 (6%) of closing costs. The Buyer is responsible for any and all remaining closing costs.

9. **CLOSING DATE:** This contract shall be closed and the deed and possession shall be delivered on or before the 1st day of January, 2008 unless extended by other provisions of this contract.

10. **SPECIAL CLAUSES:**

PROPERTY SOLD "AS IS" - THERE ARE NO SPECIAL CLAUSES

James D. Smith 11/26/07
BUYER DATE

Thomas J. Smith 11/26/07
SELLER DATE

Do not recall
on 11/26/2007
JUL
5/25/2014

Note: no 3% down
to qualify for
Fannie Mae's
Conventional 97
JUL
5/25/2014

Compare with WF00029
Proof of Wells Fargo's
Forgery JUL
5/25/2014

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

Exhibit 141

Mrs. Sistrunk has successfully registered a complaint.

CUSTOMER INFORMATION

Dorothy Sistrunk
423 Bayne Street POB 217
Orangeburg, South Carolina 29115

They reside in: Orangeburg County

Home Phone: 803-534-6727

Business Phone: 803-534-3709

Email Address:

dah29115@yahoo.com

Age Group: 36-49

COMPANY OR ORGANIZATION INFORMATION

Wells Fargo N.A.
POB 10335
Des Moines, Iowa 50306
United States

Person they spoke with: Ms. Janet Frotscher

Business Contact Number: 1-866-234-8271

Business Email Address:

Business Web Site:

RECEIVED

COMPLAINT INFORMATION:

Date Received: May 16, 2008

COMPLAINT NUMBER _____ Assigned by Agent _____

DEPT. OF CONSUMER
AFFAIRS

Complaint

I am filing a formal complaint against Wells Fargo N.A. Re: Loan #0174072777 for:

1. Knowingly perpetuating a "Mortgage Fraud" relative to 423 Bayne Street in Orangeburg, South Carolina. Loan #017407277
2. Knowingly engaging in Insurance Fraud by obtaining insurance on 423 Bayne Street based upon a falsified appraisal. It is still fraud even if American Security Insurance Company is owned by Wells Fargo.
3. Knowingly perpetuating a Predatory Lending Scheme. Wells Fargo is holding on to a Mortgage that was obtained by a falsified appraisal.
4. Knowingly insisting that I participate in this fraud by making monthly payments on a fraudulent mortgage that was obtained by a falsified appraisal. If Thomas Jacobs, David Terrell or Jim H. Austin III wants to pay Wells Fargo for this fraudulent mortgage that they got paid on, that's fine with me. It is just restitution. I am not paying it.
5. Knowingly insisting that I participate in Insurance Fraud, by paying monthly premiums on a Homeowner's Policy based upon a falsified appraisal. If Wells Fargo wants to pay the premiums on this fraudulent policy that's fine with me. I am not going to pay it.
6. May have sent derogatory credit information about to credit reporting agencies because I refuse to pay on a fraudulent mortgage or obtain homeowner's insurance based upon a falsified appraisal.

What I will pay for and insure is my house repaired to the value specified on the appraisal or reduced by the cost of the repairs or \$26,875.00.

Exhibit 152

Thank You

Desired Settlement:

Any one of the following options will satisfy me in this case.

1. I want any derogatory information Wells Fargo may have sent to any credit reporting agency about me removed.
2. Reduce my mortgage by \$48,175 and set the value of my house \$26,825.00 and I will stay in it as is, pay them for it and repair the house myself.
3. Advance me \$48,175 for repairs and imbursement and sue Thomas Jacobs, GoldenGate Mortgage, Jim H Austin III and/or Player Law Firm to recover their money.
4. Repair 423 Bayne Street plus \$7,000 compensation to my husband and sue GoldenGate Mortgage, Thomas Jacobs, Jim H. Austin III and/or Player Law Firm to recover their money.

ATTEST: TRUE COPY

Winnif B. Clark

CLERK OF COURT
ORANGEBURG COUNTY, SC

Page 2

Mrs. Sistrunk has successfully registered a complaint.

5. Mark my mortgage as paid in full and sue GoldenGate Mortgage, Thomas Jacobs, Jim H. Austin III and/or Player Law Firm to recover their money. No compensation or imbursement required.

6. Suspend mortgage payments until my house (423 Bayne Street in Orangeburg, South Carolina) is repaired to my satisfaction.

They answered yes or no to the following Questions:

Contacted Business: yes

Received any Reply from the Business: yes

Filed with any Consumer Protection Agency: yes

Filed with Better Business Bureau: no

Retained Legal Counsel: no

Do they have Support Documentation: yes

Exhibit 152

ATTEST: TRUE COPY

Winnifred B. Clark

CLERK OF COURT
ORANGEBURG COUNTY, SC



38505 Country Club Drive Suite 250
Farmington Hills, MI 48331
(877) 369-7284

10/26/2009

George M Sistrunk
423 Bayne St.
Orangeburg, SC 29115

Dear George M Sistrunk,

Thank you for calling GreenPath Debt Solutions, an affiliate of the HOPE Now Alliance. Attached you will find a summary of what we discussed with you regarding your financial situation.

If you have questions or concerns or you need to contact us in the future, please call us at 877-369-7284.

GreenPath services include, but are not limited to: Debt Management Plans, Budget Counseling, Housing Counseling, Bankruptcy Education, and Credit Report Reviews. Services and fees may vary in accordance with your state's debt management laws.

You have the right to accept or reject any services, recommendations, or referrals offered by GreenPath, Inc.

Following are key points of our discussion.

It was a pleasure speaking with you.

BUDGET SUMMARY:

Income :	\$1,268.00
Housing, Utilities and Fixed Payments :	\$1,014.00
Unsecured Payments :	<u>\$25.00</u>
Amount Remaining for Budget :	\$229.00
Home Budget Expense :	<u>\$524.00</u>
Deficit / Surplus :	(\$295.00)

Exhibit 166

1555

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

BUDGET DETAIL:

NET INCOME

Income Owner	Income Source	Net Income	Pay Frequency	Monthly Net income
Dorothy Sistrunk	Full-time Job	\$634	Semi Monthly	\$1,268
Total				\$1,268

Housing

Debt Type	Creditor	Balance	Current Payment	Past Due
Mortgage		\$75,000	\$668	\$0
Total		\$75,000	\$668	\$0

Utilities

Debt Type	Creditor	Balance	Current Payment	Past Due
Cable / Satellite	Dish Network	\$0	\$11	\$0
Internet Provider		\$0	\$20	\$0
Telephone (Local and Long Distance)		\$0	\$90	\$0
Electric	Gas & Water	\$0	\$225	\$0
Total		\$0	\$346	\$0

Fixed Debt

Debt Type	Creditor	Balance	Current Payment	Past Due
		\$0	\$0	\$0
Total		\$0	\$0	\$0

Unsecured Debt

Debt Type	Creditor	Balance	Past Due	Interest Rate	Late and Overlimit Fees	Proposed Monthly Payment
Unsecured	All Cards	\$600	\$0	22%	\$0	\$25
Total		\$600	\$0		\$0	\$25

Exhibit 166

ATTEST: TRUE COPY

Winnifia B. Clark
 CLERK OF COURT
 ORANGEBURG COUNTY, SC

Household Expenses

Expense Type	Monthly Amount	Notes
Groceries	\$200	
Gasoline	\$90	
Auto	\$67	
Cigarettes	\$100	
Life	\$67	
Total HomeBudget Expenses	\$524	

Action Plan
Client Goals:

- Other : Other - Reduce the mortgage amount to the current value of the unfinished home.
- 

Additional Notes

Recommended Actions: 1 Contact lenders loss mitigation at the number we got: 866 4805004, ask for a hardship packet. Write a hardship letter and make sure that lender has received your hardship letter and that you have included recent paystubs, bank statements, f4506t tax form obtained from the IRS.gov website, and any other tax information they request, all other documentation lender requires. 2 Call the lender in three to five business days, make sure that the HOPE information is being reviewed and find out if there is anything else that the lender needs from you. Get a timeframe for the review process. Follow up regularly with your lender and keep a log of the date, time, who you spoke with, and outcome of each conversation. 3 Go to www.makinghomeaffordable.gov to read up on program. Go to www.freddiemac.com and www.fanniemae.com to see if they own your loan which can qualify you for more options. 4 If foreclosure becomes imminent, talk to the lender about a short sale or a deed in lieu of foreclosure. 5. Budget as discussed in our session. Decrease expenses or increase income to help with your situation A detailed monthly budget is essential for your household. Write out your budget: record income, expenses and anything additional that you spend to ensure that you are living within the boundaries that you have set. Prioritize expenses: Always pay housing first. 6. Talk with a bankruptcy attorney if necessary to understand your options.

Exhibit 166**ATTEST: TRUE COPY***Winnif B. Clark*CLERK OF COURT
ORANGEBURG COUNTY, SC

Date/Time:

To: WFHM

Fax Number: (866) 359-7363

Phone Number: (800) 416-1472

RE: Client 708 Loan Number 0174072777

From: Dorothy Sistrunk

Fax Number: (803) 268-0716

Phone Number: (803) 268-0716

Subject: HMP Loan Modification Based on the Value of the Unfinished Home On 10/8/2007

This facsimile transmission is confidential and may be privileged. It is intended for the use of the addressee only. If you are not the addressee or a person responsible for delivering this transmission to the addressee, do not use this transmission in any way, but promptly contact the sender by telephone or reply email and destroy all copies of the original message.

Faxing 10 pages including cover

Fax Letter 2 pages

Financial Worksheet 2 pages

pay stubs 2 pages

Greenpath Summary 3 pages

Dorothy Sistrunk 11/20/09

Exhibit 169

1558

ATTEST: TRUE COPY

Winnifia B. Clark

CLERK OF COURT
ORANGEBURG COUNTY, SC



Financial Worksheet

Borrower's Name (s)**Loan Number**

Names: <u>Dorothy Sistrunk</u>	Social Security Number: <u>247-19-2747</u>
Names:	Social Security Number:
Home Telephone Number: <u>(803) 268-0716</u>	Work Telephone Number: <u>(803) 536-1571 (Ext.) 150</u>
If necessary, who should we call to set up an appointment to appraise the property: <u>George or Dorothy Sistrunk</u>	How many members are in the household? <u>3</u>

Property Address

Street Address, City, State, Zip Code

423 Bayne Street Orangeburg SC 29115**Mailing Address (If different than property address) ☐ Rent ☐ Own How long?**

Street Address, City, State, Zip Code

I. Monthly Income Data

Description	Income Borrower	Income Co-borrower	Total
Net Salary/Wages	<u>1,268.00</u>		<u>1,268.00</u>
Commissions/Bonuses			
Other (Identify)			
Total Net Income	<u>1,268.00</u>		<u>1,268.00</u>

II. Assets**III. Liabilities**

Description	Estimated Value	Description	Monthly Payment	Balance Due
Home		Mortgage	<u>668.00</u>	
Other Real Estate (explain)		Other Mortgages/Rent		
Automobile		Alimony/Child Care		
Automobile		Automobile Expenses (oil, gas, etc.)	<u>90.00</u>	
Checking Accounts		Automobile Insurance <u>monthly</u>	<u>67.00</u>	
Savings/Money Market		Food <u>& Household Expenses</u>	<u>300.00</u>	
IRA/Keogh Accounts		Utilities (total)	<u>346.00</u>	
401K/ESOP Accounts		Insurance <u>Life</u>	<u>67.00</u>	
Stock/Bonds, CD's		Student Loan		
Other Investments (explain)		Credit Card	<u>25.00</u>	
		Other Expenses (identify)		
		Total	<u>1,563.00</u>	

I (we) certify that the financial information stated above is true, and is an accurate statement of my /our financial condition. I/WE understand and acknowledge that any action taken by the lender of my /our mortgage loan on my/our behalf will be made in strict reliance on the financial information provided. My/Our signature (s) below grants the holder of my/our mortgage the authority to obtain a credit report to verify the information in this financial to be accurate.

By Dorothy Sistrunk Date: 11/20/09 By _____ Date: 1/1/

ATTEST: TRUE COPY

Suspected mortgage fraud, potential insurance fraud, falsified
Please briefly explain your hardship or reason for delinquency: DD

CLERK OF COURT

ORANGEBURG COUNTY, SC

EXHIBIT 170

lies, deceit by seller Thomas Jacobs and failure by Janet Frottscher's
Executive Resolution Team.

Donna D. Smith 11/20/09

Final Instructions

- **Make Sure you have signed and dated the form.**
- **Include copy of your last 2 years Federal Tax Return with all attachments.**
- **Include copy of your 2 most recent pay stubs or proof of income if self-employed.**
- **Include copy of your 2 most recent bank statements.**
- **If your home is listed for sale – please include a copy of the listing agreement**
- **A copy of the multiple listing report (obtain from your agent)**
- **Permission to speak with your agent**

ATTEST: TRUE COPY

Winnifred B. Clark

CLERK OF COURT
ORANGEBURG COUNTY, SC

Exhibit 170



38505 Country Club Drive Suite 250
Farmington Hills, MI 48331
(877) 369-7284

10/26/2009

George M Sistrunk
423 Bayne St.
Orangeburg, SC 29115

Dear George M Sistrunk,

Thank you for calling GreenPath Debt Solutions, an affiliate of the HOPE Now Alliance. Attached you will find a summary of what we discussed with you regarding your financial situation.

If you have questions or concerns or you need to contact us in the future, please call us at 877-369-7284.

GreenPath services include, but are not limited to: Debt Management Plans, Budget Counseling, Housing Counseling, Bankruptcy Education, and Credit Report Reviews. Services and fees may vary in accordance with your state's debt management laws.

You have the right to accept or reject any services, recommendations, or referrals offered by GreenPath, Inc.

Following are key points of our discussion.

It was a pleasure speaking with you.

BUDGET SUMMARY:

Income :	\$1,268.00
Housing, Utilities and Fixed Payments :	\$1,014.00
Unsecured Payments :	<u>\$25.00</u>
Amount Remaining for Budget :	\$229.00
Home Budget Expense :	<u>\$524.00</u>
Deficit / Surplus :	(\$295.00)

Exhibit 173

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

BUDGET DETAIL:

NET INCOME

Income Owner	Income Source	Net Income	Pay Frequency	Monthly Net income
Dorothy Sistrunk	Full-time Job	\$634	Semi Monthly	\$1,268
Total				\$1,268

Housing

Debt Type	Creditor	Balance	Current Payment	Past Due
Mortgage		\$75,000	\$668	\$0
Total		\$75,000	\$668	\$0

Utilities

Debt Type	Creditor	Balance	Current Payment	Past Due
Cable / Satellite	Dish Network	\$0	\$11	\$0
Internet Provider		\$0	\$20	\$0
Telephone (Local and Long Distance)		\$0	\$90	\$0
Electric	Gas & Water	\$0	\$225	\$0
Total		\$0	\$346	\$0

Fixed Debt

Debt Type	Creditor	Balance	Current Payment	Past Due
		\$0	\$0	\$0
Total		\$0	\$0	\$0

Unsecured Debt

Debt Type	Creditor	Balance	Past Due	Interest Rate	Late and Overlimit Fees	Proposed Monthly Payment
Unsecured	All Cards	\$600	\$0	22%	\$0	\$25
Total		\$600	\$0		\$0	\$25

Exhibit 173

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

Household Expenses

Expense Type	Monthly Amount	Notes
Groceries	\$200	
Gasoline	\$90	
Auto	\$67	
Cigarettes	\$100	
Life	\$67	
Total HomeBudget Expenses	\$524	

Action Plan**Client Goals:**

- Other : Other - Reduce the mortgage amount to the current value of the unfinished home.

Additional Notes

Recommended Actions: 1 Contact lenders loss mitigation at the number we got: 866 4805004, ask for a hardship packet. Write a hardship letter and make sure that lender has received your hardship letter and that you have included recent paystubs, bank statements, f4506t tax form obtained from the IRS.gov website, and any other tax information they request, all other documentation lender requires. 2 Call the lender in three to five business days, make sure that the HOPE information is being reviewed and find out if there is anything else that the lender needs from you. Get a timeframe for the review process. Follow up regularly with your lender and keep a log of the date, time, who you spoke with, and outcome of each conversation. 3 Go to www.makinghomeaffordable.gov to read up on program. Go to www.freddiemac.com and www.fanniemac.com to see if they own your loan which can qualify you for more options. 4 If foreclosure becomes imminent, talk to the lender about a short sale or a deed in lieu of foreclosure. 5. Budget as discussed in our session. Decrease expenses or increase income to help with your situation. A detailed monthly budget is essential for your household. Write out your budget: record income, expenses and anything additional that you spend to ensure that you are living within the boundaries that you have set. Prioritize expenses: Always pay housing first. 6. Talk with a bankruptcy attorney if necessary to understand your options.

Home Affordable Modification Plan

Cover Sheet

Please include this cover sheet with all documentation you return to Wells Fargo

Loan Number: 708-0174072777

Dorothy Sistrunk

Documents should be returned to:

Fax to: 866-359-7363

OR

Mail to:

1000 Blue Gentian Rd, Ste 300

MAC Code X9999-01N

Eagan, MN 55121

I cannot participate in this program because my mortgage is based on a falsified appraisal by Jim H. Austin II, an altered and forged Contract of Sale, as well as lies, deceit and deception of the Seller - Thomas Jacobs, with help from the broker - Goldengate Mortgage/David Terrell. The property is not worth \$75,000.00. It is still not finished. However, I will print my name and initial it to show I received it and read it.

Dorothy Sistrunk
D.S.

ATTEST: TRUE ~~COPY~~ 09

Winniford B. Clark

CLERK OF COURT
ORANGEBURG COUNTY, SC
C1SL-309-02-8

Exhibit 179

13. I/we understand that Servicer will collect and record personal information, including, but not limited to, my name, address, telephone number, social security number, credit score, income, payment history, government monitoring information, and information about account balances and activity. I understand and consent to the disclosure of my personal information and the terms of the Trial Period Plan and Modification Agreement by Servicer to (a) the U.S. Department of the Treasury, (b) Fannie Mae and Freddie Mac in connection with their responsibilities under the Homeowner Affordability and Stability Plan; (c) any investor, insurer, guarantor or servicer that owns, insures, guarantees or services my first lien or subordinate lien (if applicable) mortgage loan(s); (d) companies that perform support services for the Home Affordable Modification Program and the Second Lien Modification Program; and (e) any HUD certified housing counselor.

Borrower Signature _____	Date _____	Co-Borrower Signature _____	Date _____
E-mail Address: _____		E-mail Address: _____	
Cell Phone # _____		Cell Phone # _____	
Home Phone # _____		Home Phone # _____	
Work Phone # _____		Work Phone # _____	
Social Security # _____		Social Security # _____	

Explanation:

As I have already stated to GreenPath and Hope Now, I will gladly accept and pay for a legitimate mortgage on 423 Bayne Street, Orangeburg, SC 29115 for the true value of the unfinished home as it was on October 8, 2007, the effective date of appraisal 7-59 for loan 708-0714072777.

Otherwise, I cannot participate in this program because of the deceit, deception and fraud associated with my mortgage, loan and note. I will restate why dealing with this issue of "Fraud" is important. (1) Clearing up this "Fraudulent Loan, Note and Mortgage" is necessary to correct all official documents and records relative to loan # 708-0174072777.

Otherwise, my heirs will be paying property taxes on a home whose stated and recorded "Value is Falsified". (2) "Mortgage Fraud" and "Bank Fraud" are criminal acts and I will not knowingly participate in or consciously condone

ATTEST: TRUE COPY

Exhibit 180

Jim H. Austin III 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 losing 423 Bayne Street. (4.) Wells Fargo's Executive Resolution Team, headed by Janet Frotcher, was irresponsible and derelict in their duties and responsibilities and should be held accountable for their lack of diligence. (5.) I 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 # 708-0174072777 was suspected of being obtained by "Fraudulent means". (6.) Completing the forms and entering this "Falsified" and "Fraudulent" loan, Note and Mortgage into a legitimate Home Affordable Modification Program (HAMP) 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". (7.) 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 matter would not exist. Wells Fargo's personnel did not act responsibly then and they are not acting responsibly now.

AD

12/10/09

ATTEST: TRUE COPY

Winnifred B. Clark

CLERK OF COURT

ORANGEBURG COUNTY, SC

Exhibit 180

WELLS FARGO HOME MORTGAGE
RETURN MAIL OPERATIONS
PO BOX 10368
DES MOINES IA 50306-0368



06/21/10



1 AT 00891/010101/001068 0031 2 ACNIR0 LC279 708

DOROTHY SISTRUNK
423 BAYNE ST
ORANGEBURG S, SC 29115-6807

Account Information

Online: yourwellsfargomortgage.com
Fax: (866) 278-1179
Telephone: (877) 357-9227
Correspondence: PO Box 10335
Des Moines, IA 50306
Hours of Operation: Mon - Fri, 6 AM - 10 PM
Sat, 8 AM - 2 PM CT
Loan Number: 0174072777
Property Address: 423 Bayne Street
Orangeburg SC 29115

NOT a true statement. I sent Wells Fargo Home Mortgage, not you personally,
all the documents you requested. 6/24/2010

RE: Decision on your request for mortgage assistance

* You - means Wells Fargo Home
Mortgage
D.S.

Dear Dorothy Sistrunk:

We're writing to provide you with the results of our efforts to find a solution that might help with the mortgage payment challenges you're facing.

Decision on the Home Affordable Modification Program

Unfortunately, after carefully reviewing the information you've provided, we are unable to adjust the terms of your mortgage.

We are unable to offer you a Home Affordable Modification because you did not provide us with the documents we requested. A notice which listed the specific documents we needed and the time frame required to provide them was sent to you more than 30 days ago. Any trial period payments you have made will be applied to your mortgage loan in accordance with your current loan documents.

You have 30 calendar days from the date of this notice to contact Wells Fargo to discuss the reason for non-approval for a HAMP modification or to discuss alternative loss mitigation options that may be available to you. Your loan may be referred to foreclosure during this time, or any pending foreclosure action may continue. However, if allowed by state law and investor guidelines, no foreclosure sale will be conducted and you will not lose your home during this 30-day period.

Additional assistance is available

If monthly expenses other than your mortgage payment are creating part of your financial strain, we encourage you to contact a HUD-approved, non-profit, community based Credit Counseling agency who can work with you, at no charge, to lower your monthly payments. You can find a local agency by calling (800) 569-4287 or call the HOPE Hotline Number at (888) 995-HOPE. A counselor will work closely with you, take your financial circumstances into consideration, create a budget plan that may work for you and provide assistance in understanding the Borrower Notice by asking for Making Home Affordable HELP.

Be sure to avoid anyone who asks for a fee for counseling or a loan modification, or asks you to sign

Exhibit 193**ATTEST: TRUE COPY**

Winnifred B. Clark
CLERK OF COURT
ORANGEBURG COUNTY, SC
together we'll go far



062110LC27901

1567

LC279 708



Account Information

Loan Number: 0174072777

Property Address: 423 Bayne Street
Orangeburg SC 29115

over the deed to your home, or to make your mortgage payments to anyone other than Wells Fargo Home Mortgage.

If you have questions about the decision we've made on your mortgage request, please contact us at the number listed above in the account information section of this letter. We'd also like to hear from you if any of your circumstances have changed or if you can provide us with additional information for consideration.

Sincerely,



Ben Windust
Senior Vice President
Wells Fargo Home Mortgage

This communication is an attempt to collect a debt and any information obtained will be used for that purpose. However, if you have received a discharge of this debt in bankruptcy or are currently in a bankruptcy case, this notice is not intended as an attempt to collect a debt, and however we have a security interest in the property and will only exercise our rights as against the property.

With respect to those loans secured by property located in the State of California, the state Rosenthal Fair Debt Collection Practices Act require that, except under unusual circumstances, collectors may not contact you before 8 a.m. or after 9 p.m. They may not harass you by using threats of violence or arrest or by using obscene language. Collectors may not use false or misleading statements or call you at work if they know or have reason to know that you may not receive personal calls at work. For the most part, collectors may not tell another person, other than your attorney or spouse, about our debt. Collectors may contact another person to confirm your location or enforce a judgment. For more information about debt collection activities, you may contact the Federal Trade Commission at 1-877-FTC-HELP or www.ftc.gov.

The federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex or marital status, or age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is Office of the Comptroller of the Currency, Customer Assistance Group, 1301 McKinney Street, Suite 3450, Houston, TX 77010-9050.

Wells Fargo Home Mortgage is a division of Wells Fargo Bank, N A ©Wells Fargo Bank, N A All rights reserved.

Exhibit 193**ATTEST: TRUE COPY**


CLERK OF COURT
ORANGEBURG COUNTY, SC



Fax

To: Wells Fargo Home Mortgage **From:** Dorothy Sistrunk

At: Ben Windust **Date:** 07-09-2010

Phone: 1-877-357-9227 **Phone:** 803-268-0716

Fax: 1-866-278-1179 **Fax:** 803-534-6727

Re: False Statements & Misinformation **Pages:** 12

☐ Urgent ☐ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

•Comments:

Dear Mr. Windust,

Your statements are not true. All the information received from Wells Fargo Home Mortgage was returned before any expiration date. Consequently, for whatever reason Wells Fargo did not approve the HMP, it was not because I did not provide you with the documents you requested. In addition, all documents relative to the HMP / HAMP sent from Wells Fargo Home Mortgage are court documents as well.

I will also mail you this fax letter and the remaining pages of my response to your attorneys. I am only sending you pages 13-15.

Sincerely,

Dorothy Sistrunk

ATTEST: TRUE COPY

Winnifred B. Clark
CLERK OF COURT
ORANGEBURG COUNTY, SC

Exhibit 196

WELLS FARGO HOME MORTGAGE
 RETURN MAIL OPERATIONS
 PO BOX 10368
 DES MOINES IA 50306-0368

WELLS
 FARGO

08/06/10



1AB 02993/017058/007297 0065 2 ACNK27LC278 708

DOROTHY SISTRUNK
 423 BAYNE ST
 ORANGEBURG S, SC 29115-6807

Account Information

Online: yourwellsfargomortgage.com
Fax: (866) 278-1179
Telephone: (800) 416-1472
Correspondence: PO Box 10335
 Des Moines, IA 50306
Hours of Operation: Mon - Fri, 6AM - 10PM;
 Sat 8AM - 2 PM CT
Loan Number: 0174072777
Property Address: 423 Bayne Street
 Orangeburg SC 29115

Not true.

RE: Decision on your request for mortgage assistance

Dear Dorothy Sistrunk:

We're writing to provide you with the results of our efforts to find a solution that might help with the mortgage payment challenges you're facing.

Decision on your mortgage loan request

Unfortunately, after carefully reviewing the information you've provided, we are unable to adjust the terms of your mortgage.

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.

Additional assistance is available

If monthly expenses other than your mortgage payment are creating part of your financial strain, we encourage you to contact a Housing Urban Development (HUD)-approved, non-profit, community based credit counseling agency who can work with you, at no charge, to lower other monthly payments. You can find a local agency by calling (800) 569-4287. A counselor will work closely with you, take your financial circumstances into consideration and create a budget plan that may work for you.

Be sure you avoid anyone who asks for a fee for counseling or a loan modification or asks you to sign over the deed to your home or to make your mortgage payments to anyone other than Wells Fargo Home Mortgage.

ATTEST: TRUE COPY

Winnifred B. Clark

CLERK OF COURT
 ORANGEBURG COUNTY, SC

Exhibit 198



080610LC278000

1570

Together we'll go far



Account Information

Loan Number: 0174072777

Property Address: 423 Bayne Street
Orangeburg SC 29115

If you have questions about the decision we've made on your mortgage request, please contact us at the number listed above in the account information section of this letter. We'd also like to hear from you if any of your circumstances have changed or if you can provide us with additional information for consideration.

Sincerely,

Ben Windust

Ben Windust
Senior Vice President
Wells Fargo Home Mortgage

This communication is an attempt to collect a debt and any information obtained will be used for that purpose. However, if you have received a discharge of this debt in bankruptcy or are currently in a bankruptcy case, this notice is not intended as an attempt to collect a debt, and we have a security interest in the property and will only exercise our rights as against the property.

With respect to those loans secured by property located in the State of California, the state Rosenthal Fair Debt Collection Practices Act require that, except under unusual circumstances, collectors may not contact you before 8 a.m. or after 9 p.m. They may not harass you by using threats of violence or arrest or by using obscene language. Collectors may not use false or misleading statements or call you at work if they know or have reason to know that you may not receive personal calls at work. For the most part, collectors may not tell another person, other than your attorney or spouse, about your debt. Collectors may contact another person to confirm your location or enforce a judgment. For more information about debt collection activities, you may contact the Federal Trade Commission at 1-877-FTC-HELP or www.ftc.gov.

The federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex or marital status, or age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is Office of the Comptroller of the Currency, Customer Assistance Group, 1301 McKinney Street, Suite 3450, Houston, TX 77010-9050.

Wells Fargo Home Mortgage is a division of Wells Fargo Bank, N A ©Wells Fargo Bank, N A All rights reserved. Equal Housing Lender

Exhibit 198

080610LC278001571

ATTEST: TRUE COPY*Winnifia B. Clark*

CLERK OF COURT
ORANGEBURG COUNTY, SC

Nelson Mullins

Nelson Mullins Riley & Scarborough LLP
Attorneys and Counselors at Law
151 Meeting Street , 6th floor
Charleston, SC 29401
843-853-5200
www.nelsonmullins.com

Elizabeth Scott Moise
Tel: 843-720-4382
Fax: 843-720-4369
scott.moise@nelsonmullins.com

June 29, 2011

Via Certified Mail
Return Receipt Requested

Mrs. Dorothy Sistrunk
423 Bayne Street
Orangeburg, SC 29115

RE: Wells Fargo Bank, N.A. v. Dorothy Sistrunk
Wells Fargo Matter #: 0362522-01
Case No.: 08-CP-38-1024
NMRS File No.: 10275/01528

Dear Ms. Sistrunk:

Thank you for your Response to Notice of Mortgagor's Right to Foreclosure Intervention Pursuant to S.C. Supreme Court Administrative Order No. 2011-05-02-01 and Request to participate in Foreclosure Intervention with Conditions Pursuant to S.C. Supreme Court Administrative Order No. 2011-05-02-01, which were filed on June 21, 2011. Your Response and Request state that you will participate in Foreclosure Intervention only under the following condition: "The Plaintiff must provide Defendant with a copy of Plaintiff's policy, process and/or procedure for settling a 'Fraudulent, Loan, Note and Mortgage.'" Plaintiff does not have such a policy, process, or procedure.

Again, we are enclosing another Request to participate in Foreclosure Intervention for your consideration. You have already received the forms to complete for participation, and our client is happy to consider your application if you decide to participate. Although your Request to Participate states that you do not have to provide any more documents to Wells Fargo, that information is necessary for my client to analyze your eligibility for loan modification or other loss mitigation procedure.

Exhibit 218

With twelve office locations in the District of Columbia, Florida, Georgia, Massachusetts, North Carolina, South Carolina, and West Virginia

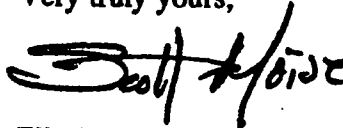
Mrs. Dorothy Sistrunk

June 29, 2011

Page 2

I look forward to hearing from you as soon as possible.

Very truly yours,

A handwritten signature in black ink, appearing to read "Elizabeth Scott Moise". The signature is stylized with a large, sweeping initial "E" and a long, horizontal stroke extending to the right.

Elizabeth Scott Moise

ESM

Enclosure

Exhibit 218

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.)
)

**WELLS FARGO BANK N.A.'S
RESPONSES TO REQUEST FOR
DISCOVERY**

Plaintiff, Wells Fargo Bank, N.A. ("Wells Fargo") responds to Defendant's Request for Discovery below.

GENERAL OBJECTIONS

1. Wells Fargo objects to these requests because the majority are not in accordance with the South Carolina Rules of Civil Procedure.

2. Wells Fargo objects to Defendant's improper attempt to transfer the burden of proof on Defendant's claims and defenses to Plaintiff, as reflected in these requests.

3. Wells Fargo objects to the argumentative nature of the discovery requests.

4. Wells Fargo objects to these requests to the extent they assume facts that are not proven and mischaracterize facts.

5. Wells Fargo objects to each of these requests for production to the extent it seeks information or documents that are neither relevant to the subject matter

ATTEST: TRUE COPY
Wingina B. Clark
CLERK OF COURT
ORANGEBURG COUNTY

Exhibit 226

responding and objecting to any such requests for production, Wells Fargo does not admit the correctness of such statements or assertions.

RESPONSES TO DOCUMENTS, EVIDENCE AND/OR PROOF

Paragraph numbers 1-4, including subparts, are a "response to motion to extend time to answer counterclaims" and are not discovery requests.

Similarly paragraph numbers 5-7, including subparts, labeled "formal request for discovery of documents, evidence and/or proof" are not discovery requests. Therefore, Wells Fargo does not respond to those paragraphs.

Paragraph numbers 8-9 are not discovery requests, and therefore, Wells Fargo does not respond to those paragraphs.

10. (A) Invoices or any document concerning electrical repairs, material and supplies that were delivered and used at the property. These invoices must exist because the "Satisfaction Completion Certificate" was used in the Plaintiff's lending decision and this document is still defended by the Plaintiff as being valid.

RESPONSE: In addition to the General Objections stated above, Wells Fargo objects to the mischaracterization of facts and argumentative nature of this request. Wells Fargo does not currently have in its possession any documents that are responsive to this Request other than the Satisfactory Completion Certificate dated September 14, 2007, which was provided to Wells Fargo by you or your mortgage broker in support of your loan application. Also, please refer to the signed Contract of Sale dated November 26, 2007. Both of these documents are being produced as document numbers WF00009, WF00022, and WF00028-WF00029. Wells Fargo further states that its search for responsive documents is ongoing and that this response will be supplemented if further responsive documents are located.

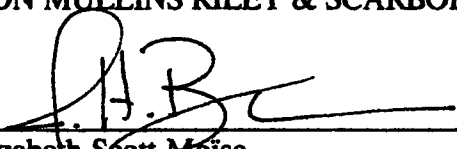
*Misrepresentation
5/23/2014
DD*

Exhibit 226

RESPONSE: In addition to the General Objections stated above, Wells Fargo objects to this Request because it does not identify any document that she is seeking to establish as genuine.

22. Paragraphs numbered 22-50, including subparts, are not discovery requests, and therefore, Wells Fargo does not respond to those paragraphs. Wells Fargo objects to Defendant's "Answer Guidelines" to the extent that they expand the scope of discovery or place a greater burden on Wells Fargo than what is required under South Carolina Rules of Civil Procedure or applicable case law.

NELSON MULLINS RILEY & SCARBOROUGH LLP

By: 

Elizabeth Scott Moise

E-Mail: scott.moise@nelsonmullins.com

151 Meeting Street / Sixth Floor

Post Office Box 1806 (29402-1806)

Charleston, SC 29401-2239

Telephone: (843) 853-5200

James H. Burns

E-Mail: james.burns@nelsonmullins.com

Meridian, Suite 1700

1320 Main Street

Post Office Box 11070 (29211-1070)

Columbia, SC 29201

Telephone: (843) 448-3500

Attorneys for Wells Fargo Bank, N.A.

Charleston, South Carolina

October 15, 2008

Exhibit 226

STATE OF SOUTH CAROLINA)

COUNTY OF ORANGEBURG)

IN THE COURT OF COMMON PLEAS
FIRST JUDICIAL CIRCUIT

Wells Fargo Bank, N.A.,)

Plaintiff,)

vs.)

Dorothy Sistrunk,)

Defendant.)

Civil Action No. 2008-CP-38-1024

**WELLS FARGO'S MOTION FOR
PROTECTIVE ORDER**

Pursuant to Rules 26 and 36 of the South Carolina Rules of Civil Procedure, Wells Fargo Bank, N.A. ("Wells Fargo") moves for a protective order limiting Defendant's Requests to Admit to twenty requests as called for under the Rules of Civil Procedure; allowing Wells Fargo to answer only the first twenty of Defendant's 1,153 Requests to Admit that have been served; and enjoining Defendant from serving additional Requests to Admit.

BACKGROUND

Defendant Dorothy Sistrunk appears pro se in this foreclosure proceeding. On or about December 21, 2007, Defendant executed a fixed-rate note and purchase-money mortgage, in the principal sum of \$75,000.00, to evidence and secure a home loan from Wells Fargo.

(Compl. ¶¶ 6-11.)

misstatement of fact
Prior to the loan, Defendant's broker, Golden Gate Mortgage, submitted to Wells Fargo an appraisal of Defendant's property. (EXHIBIT A, Golden Gate Mortgage, Inc.

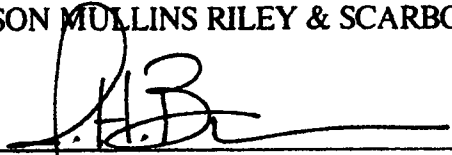
Mortgage Broker Fee Agreement for Financial Services (WF00080-82) (dated Nov. 26, 2007);

Answer to Compl. ¶ 6, at 4.) After the loan closing, Defendant had a dispute with the seller of the property concerning repairs to the home that she believes were promised to her by the

CLERK OF COURT

Exhibit 228

NELSON MULLINS RILEY & SCARBOROUGH LLP

By: 

Elizabeth Scott Moise

E-Mail: scott.moise@nelsonmullins.com

151 Meeting Street / Sixth Floor

Post Office Box 1806 (29402-1806)

Charleston, SC 29401-2239

Telephone: (843) 853-5200

James H. Burns

E-Mail: james.burns@nelsonmullins.com

Meridian, Suite 1700

1320 Main Street

Post Office Box 11070 (29211-1070)

Columbia, SC 29201

Telephone: (803) 799-2000

Attorneys for Wells Fargo Bank, N.A.

Columbia, South Carolina

October 31, 2008

Exhibit 228

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.	)	<u>WELLS FARGO'S REPLY TO</u>
	)	<u>DEFENDANT'S FIRST</u>
Dorothy Sistrunk,	)	<u>AMENDMENT TO ANSWER TO</u>
	)	<u>COMPLAINT WITH</u>
Defendant.	)	<u>COUNTERCLAIMS</u>
	)	

Plaintiff Wells Fargo Bank, N.A. ("Wells Fargo"), denying every allegation not expressly and specifically admitted herein, replies to the amended answer and counterclaims of Defendant Dorothy Sistrunk ("Defendant"). Defendant alleges numerous items not specially enumerated as counterclaims. In the abundance of caution, Wells Fargo will address each paragraph separately.

Reply to New Acts of Willful Intent to Defraud

1. Wells Fargo denies the allegations of paragraph 1.
2. Responding to paragraph 2, Wells Fargo admits to sending a letter dated June 18, 2008, but is without information and knowledge as to the date it arrived. Wells Fargo denies the remaining allegations.
3. Wells Fargo admits the allegations of paragraph 3 to the extent that they allege Plaintiff's complaint did not mention Defendant's dispute, which involves alleged conduct between Defendant and her seller and appraiser. Wells Fargo denies the remaining allegations.

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

Exhibit 229

116. Responding to paragraph 116-XII, Wells Fargo admits Defendant filed complaints with the Office of the Comptroller of the Currency and the South Carolina Department of Consumer Affairs. Wells Fargo denies the remaining allegations.

117. Wells Fargo denies the allegations in paragraph 117-XII.

118. Responding to paragraph 118-XII, to the extent Defendant alleges she signed a Note and Mortgage, Wells Fargo admits that allegation. Wells Fargo denies the remaining allegations.

**Reply to Background XIII – The Actual Condition of 423 Bayne Street from
September 30 to Oct 12, 2007**

119. Responding to paragraph 119-XIII, Wells Fargo admits that Janet Frotscher signed a letter dated June 2, 2008. Upon information and belief, Wells Fargo further admits the ^{*misrepresentation 5/23/2014 JDS*} "Satisfactory Completion Certificate" dated September 14, 2007, and an appraisal dated October 7, 2007, were sent to Wells Fargo by Defendant. Wells Fargo denies the remaining allegations.

120. Responding to paragraph 120-XIII, Wells Fargo admits the allegations to the extent they allege that Wells Fargo relied upon the appraisal for lending purposes. Wells Fargo is without information and knowledge sufficient to form a belief as to the truth of allegations as to when Defendant or Defendant's husband visited 423 Bayne Street and when Defendant's husband began work at 423 Bayne Street. Wells Fargo denies the remaining allegations.

121. Responding to paragraph 121-XIII, Wells Fargo is without information and knowledge sufficient to form a belief as to the truth of the allegations.

Exhibit 229

procedures to assure maximum possible accuracy of the information concerning the individual about whom the report relates.

**FOR A THIRTY-FIRST AFFIRMATIVE DEFENSE TO DEFENDANT'S CAUSES OF
ACTION AND COUNTERCLAIMS**
(Failure to Join Indispensable Parties)

267. Defendant's counterclaims are barred because she failed to join parties whose joinder is indispensable to the resolution of her claims.

**FOR A THIRTY-SECOND AFFIRMATIVE DEFENSE TO DEFENDANT'S CAUSES
OF ACTION AND COUNTERCLAIMS**
(Reservation of Rights)

Plaintiff reserves any additional and further defense as may be revealed by additional information during the course of discovery and investigation and as is consistent with the South Carolina Rules of Civil Procedure.

WHEREFORE, having fully replied to Defendant's Amended Answer and Counterclaims, Wells Fargo prays that the Causes of Action and Counterclaims be dismissed, with prejudice, that the Court grant such relief as requested in Wells Fargo's Complaint, and for such other and further relief as the Court may deem just and proper.

NELSON MULLINS RILEY & SCARBOROUGH LLP

By: Elizabeth Scott Moïse
Elizabeth Scott Moïse
E-Mail: scott.moise@nelsonmullins.com
151 Meeting Street / Sixth Floor
Post Office Box 1806 (29402-1806)
Charleston, SC 29401-2239
Telephone: (843) 853-5200
Facsimile: (843) 722-8700

Exhibit 229

Part of Surgical Procedure for 6/23/2014
5/23/2014
DD

Orangeburg Surgical Associates
1175 Cook Road * Suite 320 * Orangeburg, SC * 29118
803-536-2555

Schedule and Instructions

☒ JWB Account # 55199 Date Seen: 6/8/07 Insurance STBCBS
☐ WPB Patient Name: George Sistrunk DOB 5/2/50
☐ MAH
☐ EAW

Assistant Surgeon: Yes _____ No ☒ Request: _____

Dx: umbilical and right inguinal hernia

Procedure: repair of umbilical and Ringuinal hernia

Prep: NPO

Cardiac Evaluation: Yes _____ No ☒ Physician: _____

Appt. Time and Date: _____

Diabetic? Yes _____ No ☒ Instructions: _____

Pre-op medication needed? Yes _____ No ☒ _____

Coumadin, Aspirin, Plavix, Aggrenox Yes _____ No ☒ Instructions: _____

Allergies: NKA

Anesthesiologist: OAA/Gregory Estimated Time: 10 Clinical Initials: CH

☐ Emergency	Local	Local IV Sedation	Local W/Anesthesia	☒ General
☐ Urgent				
☒ Elective	Day Before	AMA	☒ SDS	ENDO X-Ray Direct Admit

Date of Procedure: Tues June 26 Report to Hospital: 11 a.m. Place: same day surgery

Time of Procedure: 1 p.m. Admit to Hospital: _____

NOTHING TO EAT OR DRINK AFTER MIDNIGHT ON: Mon. June 25

MUST GO FOR PRE-OPERATIVE LABWORK AT SAME DAY SURGERY BEFORE SURGERY DATE. 1 week before
~~Date to call and Pre-Register: _____ (Call 395-2739 or 395-2620)~~

PLEASE BRING ALL MEDICATIONS TO HOSPITAL

For questions and concerns, please do not hesitate to call Amanda 803-536-1951 x 13

ATTEST. TRUE COPY

ARRANGE TO HAVE SOMEONE DRIVE YOU HOME AFTER PROCEDURE.

Winnie B. Clark
CLERK OF COURT
ORANGE 1582 COUNTY, S.

Exhibit 230

FROM AFRICA

Application For Leave

INSTRUCTIONS: Submit applications in duplicate for court leave in advance to Facility Personnel Representative
Sick leave requests may require a certificate from a physician or other recognized practitioner
Submit official leave requests in duplicate . If official travel is required, execute form P-14A.
Sick and annual leave requests are not to be submitted to Personnel Office or to Facility Personnel Representative

1. Name <u>Dorothy Sistrunk</u>		2. Facility <u>The Wolfe House</u>		3. Organizational Component <u>TLC</u>	
4. No. of hours requested: <u>72</u>		5. Type of Leave <u>DSL</u>		6. Beginning Hour, Month, Day, Year <u>2pm 10/13, 4, 5, 8, 9, 10, 12, 13/07</u>	
7. Ending Hour, Month, Day, Year <u>10pm 10/13, 4, 5, 8, 9, 10, 12, 13/07</u>		8. Reason for official leave or leave without pay <u>George Sistrunk - son</u>			
9. Date <u>10/14/07</u>		10. Signature of Employee <u>Dorothy Sistrunk</u>			
11. ☒ Approved ☐ Disapproved If disapproved, state reason					
12. Date <u>10/15/07</u>		13. Signature of Supervisor <u>Felicia Wellin</u>			
13. Remarks					
15. Date		16. Signature of Approving Authority			

ODDMH FORM
 REV OCT.78
 NBC SCHED. 00115

cut here for post form size

Remarks:

Proof of Leaves
from work due
to son being sick
5/23/2014
DP.

DRAFT FORM
 MAY 07-03-2001 DRAFT-F24.pdf

Exhibit 231

K:\SCM\Source Data\PDF Source\ERS PDFs\USMIF-714.wpd

PREPARED BY:

D-BK:01244 PG:0063

ret
THE PLAYER LAW FIRM, LLC
1415 BROAD RIVER ROAD
COLUMBIA, SC 29210

SPACE ABOVE THIS LINE RESERVED FOR RECORDING INFORMATION

THE STATE OF SOUTH CAROLINA	)	
	)	TITLE TO REAL ESTATE
COUNTY OF ORANGEBURG	)	

KNOW ALL MEN BY THESE PRESENTS, That, I, **Thomas D. Jacobs**, herein referred to as the Grantor, for and in consideration of the sum of **Seventy Five Thousand and 00/100 Dollars (\$75,000.00)** to me paid by **Dorothy Sistrunk**, hereinafter Grantee, in the State aforesaid, the receipt and sufficiency whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the said Grantee, her heirs, successors and assigns forever:

All that certain piece, parcel or lot of land with improvements thereon, situate, lying and being in the City of Orangeburg, South Carolina, more particularly shown and delineated as Lot 33 on a plat by S.D. Moss, Reg. C.E. and recorded in the Office of the Clerk of Court for Orangeburg County it Plat Book 4, page 128. Reference made to said plat for a more complete and accurate description.

DERIVATION: This being the identical property conveyed to Thomas D. Jacobs by Special Warranty Deed dated August 15, 2007 and recorded September 18, 2007 in the Office of the Register of Deeds for Orangeburg County in Deed Book 1229 at Page 116.

TAX MAP NUMBER: 0173-19-10-006.000

0083420

PROPERTY ADDRESS: 423 Bayne Street
Orangeburg, SC 29115

GRANTEE'S ADDRESS:

ENTERED IN THE OFFICE OF ASSESSOR
DATE 0173-19-10-006.000
THIS 2 DAY OF January 2008
ORANGEBURG COUNTY, SOUTH CAROLINA COUNTY ASSESSOR

This conveyance is made subject to easements, restrictions, covenants, and conditions of record, including matters shown on recorded plats.

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging, or in any wise incident or appertaining.

TO HAVE AND TO HOLD, all and singular the said premises before mentioned unto the said Grantee, her heirs and assigns forever.

Exhibit 236

Orangeburg County 12-28-2007
SOUTH CAROLINA
County Revenue Stamp \$82.50
State Revenue Stamp \$195.00

FILED Dec 28, 2007 12:49:05 pm
BOOK 01244
PAGE 0063 THRU 0067
INSTRUMENT # 2007006071

FILED
ORANGEBURG
COUNTY
GAIL LANEY
REGISTER
OF DEEDS

1584

Signature



State of South Carolina
The Circuit Court of the First Judicial Circuit

Diane Schafer Goodstein
 Judge

Post Office Box 234
 St. George, SC 29477
 Phone: (843) 832-0332
 Fax: (843) 832-0389
 dgoodsteinlc@sccourts.org

March 13, 2014

James H. Burns
 Nelson Mullins Riley & Scarborough LLP
 1320 Main Street / 17th Floor
 Post Office Box 11070 (29211-1070)
 Columbia, SC 29201

Elizabeth Scott Moise
 Nelson Mullins Riley & Scarborough LLP
 151 Meeting St. / 6th Floor
 Post Office Box 1806 (29402-1806)
 Charleston, SC 29401-2239

Dorothy Sistrunk
 423 Bayne Street
 Orangeburg, SC 29115

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

RE: Summary Judgment Motion; Wells Fargo Bank, N.A. v. Dorothy Sistrunk,
 Case No.: 2008-CP-38-1024

Dear Counsel and Mrs. Sistrunk,

The court has received the results of the mediation in the above-referenced case that took place on January 14, 2014. Based on those results, it is my understanding that the parties were unable to settle the matter. As I explained in my letter dated December 10, 2013, I completed my review of the summary judgment motion but held my decision to allow the parties to mediate.

I have reviewed the record and considered the arguments of both sides. Wells Fargo Bank has moved for summary judgment on its foreclosure complaint and against Defendant on all counterclaims. With regards to the foreclosure complaint, I find that the evidence presented is insufficient to grant the summary judgment motion. In the Administrative Order Re: Mortgage Foreclosure Actions dated May 2, 2011, Chief Justice Toal discusses the efforts that homeowners and lender-servicers need to make towards loan modification or other loss mitigation in foreclosure actions in South Carolina. More specifically, Chief Justice Toal identifies the steps that must be taken in order "to insure that the procedures for handling issues relating to such efforts are handled uniformly throughout the State." In Plaintiff Wells Fargo Bank's motion for summary judgment, Plaintiff claims that Plaintiff should be awarded summary

Exhibit 326

judgment for its foreclosure action because Defendant has failed to repay amounts owed under the mortgage loan. However, Plaintiff has failed to present specific evidence—in both the written motion as well as during oral argument—that demonstrates compliance with the required loan modification or other loss mitigation procedures as outlined by Chief Justice Toal in her May 2, 2011 Administrative Order Re: Mortgage Foreclosure Actions. To clarify, I am not making a finding of whether or not Plaintiff Wells Fargo Bank has in fact complied with the Mortgage Foreclosure Administrative Order; rather, I find that no evidence was presented demonstrating compliance in the present summary judgment motion before me. Therefore, Plaintiff's motion for summary judgment on the underlying foreclosure complaint is denied. The foreclosure action will proceed, and if summary judgment is appropriate at some time in the future, the rules do not prohibit such motion.

Based on my review of Defendant Sistrunk's numerous counterclaims, I find there are no material issues of fact and that Wells Fargo Bank is entitled to summary judgment on the numerous counterclaims. The law provides that no claim for fraud can be maintained against a party not involved in the fraud. *See Moseley v. All Things Possible*, 388 S.C. 31, 694 S.E.2d 43 (Ct. App. 2010) (reversing trial court's finding that seller of real property was guilty of fraud in sale based on falsified plat when there was no evidence that he personally committed fraud). All of the counterclaims that Defendant Sistrunk has pled are based upon the allegation that the Mortgage Loan is unenforceable because of alleged malfeasance by the seller and appraiser. In her deposition, Defendant admits that she does not know who altered the sales contract, and she does not accuse anyone at Wells Fargo for being responsible for any alterations. Dep. of Dorothy Sistrunk at 76:3-77:3. Furthermore, Defendant admits that she has no evidence linking Wells Fargo to the actions of the seller or appraiser, and in fact, Defendant stated that she believes that Wells Fargo was also victimized by the seller and appraiser. *Id.* at 101:23-102:11; 103:4-12; 104:10-12; 120:9-11; 105:2-22. Because Defendant has no evidence linking Wells Fargo to this alleged act of fraud, I find no material facts are in contest and the movant is entitled to judgment as a matter of law. Thus, Plaintiff Wells Fargo Bank's motion for summary judgment on all of Defendant's counterclaims is granted.

I am requesting that counsel for Wells Fargo Bank draft a proposed order consistent with my findings in this letter, sending it to Mrs. Sistrunk at such time as it is sent to me.

Sincerely,



The Honorable Diane Schafer Goodstein
First Judicial Circuit

Exhibit 326

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

Wells Fargo Bank, N.A.,) Civil Action No. 2008-CP-38-1024
Plaintiff,)
vs.) **PLAINTIFF'S MEMORANDUM IN**
Dorothy Sistrunk,) **SUPPORT OF MOTION TO**
Defendant.) **COMPEL AND MOTION FOR**
) **CONTINUANCE AND**
) **SCHEDULING ORDER**

Plaintiff, Wells Fargo Bank, N.A. (Wells Fargo) submits this memorandum in support of its motion to compel discovery from Defendant Dorothy Sistrunk and her husband Third-Party Witness George M. Sistrunk ("Witness") to address arguments raised in objections to Wells Fargo's motions.

INTRODUCTION

Defendant borrowed \$75,000 on December 21, 2007, to finance the purchase of her home and executed a note and mortgage, agreeing to repay the loan. The loan fell into default on or about March 1, 2008, and on June 26, 2008, this foreclosure was filed.

Defendant answered the complaint and asserted numerous affirmative defenses. The defenses have primarily centered on what she alleges to be a "falsified appraisal" given to her by the seller of the property. *Misrepresentation 5/23/2014 DS*

After initial written discovery, this action was stayed by the South Carolina Supreme Court's Administrative Order No. 2009-05-22-01, filed on May 22, 2009. The action has remained stayed since that time, until August 5, 2011, pursuant to Wells Fargo's compliance with that Administrative Order and a subsequent Administrative

ATTEST: TRUE COPY

Winnie B. Clark
CLERK OF COURT
ORANGEBURG COUNTY, SC

Exhibit 330

Pursuant to Rule 11(a), counsel certifies that he has not communicated with the Defendant prior to filing this objection because the Defendant is *pro se*.

NELSON MULLINS RILEY & SCARBOROUGH LLP

By: Brian A. Calub

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

Brian A. Calub
SC Bar No. 72009
E-Mail: brian.calub@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
December 5, 2011

Exhibit 330

STATE OF SOUTH CAROLINA

COUNTY OF ORANGEBURG

IN THE COURT OF COMMON PLEAS
FIRST JUDICIAL CIRCUIT

Wells Fargo Bank, N.A.,

Plaintiff,

vs.

Dorothy Sistrunk,

Defendant.

Civil Action No. 2008-CP-38-1024

**PLAINTIFF'S MOTION FOR
SANCTIONS**

Plaintiff, Wells Fargo Bank, N.A. ("Wells Fargo") submits this motion for sanctions—including striking Dorothy Sistrunk's ("Defendant") Answer and counterclaims—and for costs and fees for Defendant's failure to obey a court order, for refusing to answer questions at her properly noticed deposition scheduled for March 2, 2012, for refusing to attend and participate in a properly noticed deposition scheduled for May 4, 2012 and then re-scheduled to May 14, 2012, and for unduly delaying this litigation.

INTRODUCTION

Defendant borrowed \$75,000 on December 21, 2007, to finance the purchase of her home and executed a note and mortgage, agreeing to repay the loan. The loan fell into default on or about March 1, 2008, and on June 26, 2008, this foreclosure was filed. Defendant answered the complaint and asserted numerous defenses and counterclaims.

The defenses and counterclaims have primarily centered on what she alleges to be a "falsified appraisal" given to her by the seller of the property. *misrepresentation of a material fact. 5/23/2009 AS*

After initial written discovery, this action was stayed by the South Carolina Supreme Court's Administrative Order 2009-05-22-01, filed on May 22, 2009. The

ATTEST: TRUE COPY
Wingja B. Clark
CLERK OF COURT
ORANGEBURG COUNTY, SC
1589

Exhibit 331

NELSON MULLINS RILEY & SCARBOROUGH LLP

By: Brian A. Calub

Elizabeth Scott Moïse
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

Brian A. Calub
SC Bar No. 72009
E-Mail: brian.calub@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.

Columbia, South Carolina

May 15, 2012

Exhibit 331

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 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.

misrepresentation of material facts 5/23/09 Dg
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.

Exhibit 334

[SIGNATURE PAGE ATTACHED]

ATTEST: TRUE COPY

Wing B. Clark

CLERK OF COURT
ORANGEBURG COUNTY, SC

NELSON MULLINS RILEY & SCARBOROUGH LLP

By: Elizabeth Scott Moise

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

June 15, 2009

Exhibit 334

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, 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

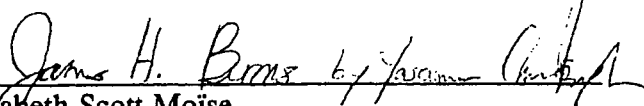
Wingina B. Clark
CLERK OF COURT
ORANGEBURG COUNTY, SC

Exhibit 335

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

August 17, 2009

Exhibit 335

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, and September 15, 2009, and October 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

ATTEST: TRUE COPY

Wingia B. Clark

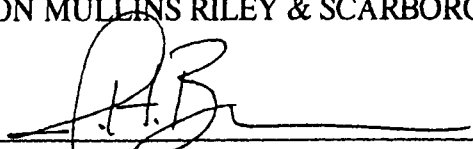
CLERK OF COURT

ORANGEBURG COUNTY, S.C.

Exhibit 336

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

November 16, 2009

Exhibit 336

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, and September 15, 2009, October 15, 2009, and November 16, 2009, and December 16, 2009. In those case status updates, Wells Fargo stated that the Defendant's loan is *misrepresentation of material facts 5/23/2014 WDS* currently under review for possible modification consistent with the requirements of the HMP.

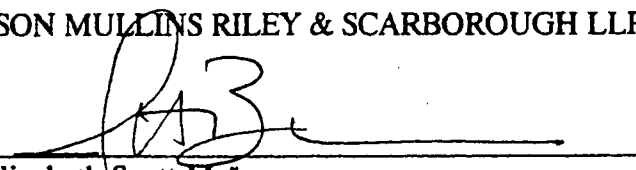
Defendant Dorothy Sistrunk has provided information relative to Wells Fargo's request for information necessary for a loan modification determination. Accordingly, Defendant's loan is currently under review for possible modification.

ATTEST. TRUE COPY

Wingia B. Clark
CLERK OF COURT
ORANGEBURG COUNTY, SC

Exhibit 337

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

January 21, 2010

Exhibit 337

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, and May 19, 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

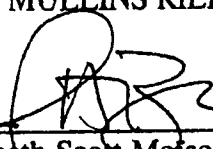
ATTEST: TRUE COPY

Wingia B. Clark
CLERK OF COURT

Exhibit 338

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

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

June 15, 2010

Exhibit 338

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; June 17, 2010; July 16, 2010; August 17, 2010; September 16, 2010; and October 14, 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

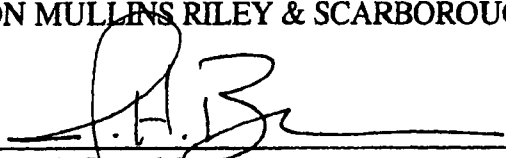
5/23/2014 RDD
Dorothy Sistrunk ("Defendant") has provided information relative to Wells Fargo's request for

ATTEST TRUE COPY
Winnie B. West
CLERK OF COURT
ORANGEBURG COUNTY

Exhibit 339

information necessary for a loan modification determination. Defendant stated that she does not wish to participate in the HMP. Accordingly, Wells Fargo intends to file a Motion to Lift Stay and proceed forward with this matter.

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.

Columbia, South Carolina

December 20, 2010

Exhibit 339

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; June 17, 2010; July 16, 2010; August 17, 2010; September 16, 2010; October 14, 2010; December 21, 2010 and February 28, 2011. 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 ("Defendant") has provided

ATTEST: TRUE COPY

Wingia B. Clark
CLERK OF COURT

ORANGEBURG C16037

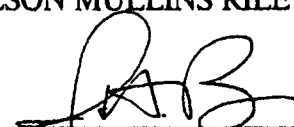
Exhibit 340

no representation of material facts

5/23/2014

information relative to Wells Fargo's request for information necessary for a loan modification determination. Defendant stated that she does not wish to participate in the HMP. Accordingly, Wells Fargo intends to file a Motion to Lift Stay and proceed forward with this matter.

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

Apr. 14, 2011

Exhibit 340

Exhibit 342

- (c) On June 29, 2011, counsel for Wells Fargo acknowledged receipt of Mortgagor's conditional acceptance and enclosed another Request to Participate in Foreclosure Intervention. Wells Fargo's counsel stated that it already sent forms to the Mortgagor for her to complete as these are necessary to analyze Mortgagor's eligibility for foreclosure intervention or some other loss mitigation procedure. Further, Wells Fargo's counsel stated that Wells Fargo did not have a specific policy to settle Mortgagor's loan.
- (d) On July 11, 2011, Mortgagor filed a Notice of Plaintiff's Failure to Qualify for Participation in Foreclosure Intervention Pursuant to S.C. Supreme Court Administrative Order No. 2011-05-02-11 and stated that "neither the Plaintiff. . . nor the Plaintiff's attorney's are qualified to participate in FORECLOSURE INTERVENTION." Thereafter, Mortgagor states that she will participate in the foreclosure intervention subject to certain revised conditions. Among the stated conditions is a requirement that Wells Fargo "must develop, establish and implement a policy, process and/or procedure to settle the Defendant's 'Fraudulent, Loan, Note and Mortgage.'"
- (e) On July 15, 2011, Mortgagor filed Response to Second Notice of Mortgagor's Right to Foreclosure Intervention Pursuant to S.C. Supreme Court Administrative Order No. 2011-05-02-11 and to Demand an Investigation into "Fraud Upon the Court" Before Any Foreclosure Intervention Can Begin. Among numerous arguments in this filing, Mortgagor states that Wells Fargo's counsel and Wells Fargo are disqualified from participating in foreclosure intervention.

Exhibit 342

(f) On July 15, 2011, Mortgagor filed Third Request to participate in Foreclosure Intervention with Revised Conditions Pursuant to S.C. Supreme Court Administrative Order No. 2011-05-02-11. Once again, Mortgagor states that she will participate in foreclosure intervention subject to her previously demanded conditions.

Mortgagor's various responses to the Notice of Foreclosure Intervention are attached.

Mortgagor has failed, refused, or voluntarily elected not to participate in any foreclosure intervention process. *Verifiable misrepresentation of material facts 5/23/2014*

* Mortgagor has failed to provide Wells Fargo with any documents or records for to evaluate eligibility for foreclosure intervention. Furthermore, Wells Fargo is not required to establish any new policies or procedures that are not already in place.

Accordingly, Wells Fargo cannot properly assess if Mortgagor does or does not qualify for a loan modification or other loss mitigation program. Wells Fargo believes it has made significant efforts to engage in foreclosure intervention with Mortgagor. Therefore, Wells Fargo respectfully requests that this litigation proceed forward.

CONCLUSION

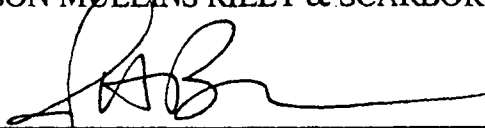
To prevent further delay of this matter, Wells Fargo respectfully requests this Court lift the stay and permit this matter to proceed.

Pursuant to Rule 11(a), counsel certifies that he has not communicated with Mortgagor prior to filing this certification, as she is a *pro se* litigant.

Signature Page Attached

Exhibit 342

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

August 1, 2011

Exhibit 342

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$ 40.66	0115
Certified Fee	63.17	10
Return Receipt Fee (Endorsement Required)	42.55	Postmark Here
Restricted Delivery Fee (Endorsement Required)	40.00	
Total Postage & Fees	\$ 146.31	

01/21/2014

Sent To **Mr. John G. Stumpf**
 Street, Apt. No.,
 or PO Box No. **420 Montgomery Street**
 City, State, ZIP+4 **San Francisco, CA 94163**

PS Form 3800, August 2006 See Reverse for Instructions

Proof that Mr. Stumpf
 was notified 5/23/2014
 DAB

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. - Print your name and address on the reverse so that we can return the card to you. - Attach this card to the back of the mailpiece, or on the front space permits.		A. Signature X Amy ☒ Agent ☐ Addressee B. Received by (Printed Name) Amy C. Date of Delivery JAN 27 2014 D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☒ No	
1. Article Addressed to: Mr. John G. Stumpf CEO & President Wells Fargo & Company 420 Montgomery Street San Francisco CA 94163		3. Service Type ☒ Certified Mail ☐ Express Mail ☐ Registered ☐ Return Receipt for Merchandise ☐ Insured Mail ☐ C.O.D.	
2. Article Number (Transfer from service label) 7013 1090 0001 8625 0884		4. Restricted Delivery? (Extra Fee) ☐ Yes	

PS Form 3811, August 2001 Domestic Return Receipt 102595-02-M-1540

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

Exhibit 344

Dorothy Sistrunk

423 Bayne Street • Orangeburg, SC 29115 • Ph: 803-268-0716 • Fx: 803-534-6727

Dt: January 21, 2014

Re: [Loan #708-0174072777]

To: Wells Fargo & Company
Legal Department
420 Montgomery Street
San Francisco, California 94163

Wells Fargo Home Mortgage
Legal Department
1 Home Campus
POB 10335
Des Moines, IA 50306

Attorney: Elizabeth Scott Moise
Nelson Mullins Riley & Scarborough, LLP
151 Meeting Street / 6th Floor
Charleston, SC 29401
Tel: 843-853-5200 Fax: 843-720-4369

Wells Fargo
Legal Department
800 Walnut Street
Des Moines, IA 50306

Attorney: James H. Burns
Nelson Mullins Riley & Scarborough, LLP
1320 Main Street / 17th Floor
POB 11070
Columbia, SC 29211-1070

John G. Stumpf
CEO & President
Wells Fargo & Company
420 Montgomery Street
San Francisco, CA 94163

To Whom It May Concern In Wells Fargo's Legal Department,

Please accept my apology. I did not realize Senior Counsel Elizabeth S. Hodgson was still involved in this case until the Mediation session that was held at the Williams & Williams Law Firm in Orangeburg, South Carolina on January 14, 2014. Mediation was supervised by attorney Ronald Stanley from Columbia, South Carolina. The remaining above named Attorneys and law firm already have copies.

Please forward this letter and the enclosed copies of Pleadings that have already been filed in the Court of Common Pleas in Orangeburg, South Carolina, as well as the enclosed documents, to Senior Counsel Elizabeth S. Hodgson as soon as humanly possible for her review. The enclosed documents and Pleadings are as follows:

(A) Response to "Offer From Wells Fargo Extended At Mediation On January 14, 2014". [5 pages]

(B) "The Win-Win-Win Solution For Mediation" – November 26, 2013. [5 pages]

(C) "Defendant Dorothy Sistrunk's Statement of Damages" filed on July 26, 2013. [38 pages]

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

Exhibit 345

Proof that Wells Fargo's
Legal Department
was notified
5/23/2014
DB

(D) "Dorothy Sistrunk's Rebuttal and Counter Affidavit of Facts & Truth That Refutes & Opposes the Affidavit of Amanda Weatherly Wells Fargo's Vice President for Loan Documentation for Wells Fargo Bank, N.A., in Support of Wells Fargo's Motion for Summary Judgment" filed on July 17, 2013. [23 pages]

(E) "Defendant Dorothy Sistrunk's Demand for Jury Trial and Legal Memorandum Supporting Opposition to Plaintiff Wells Fargo Bank, N.A.'s Motion for Summary Judgment" filed on July 17, 2013. [35 pages]

(F) "Defendant Dorothy Sistrunk's Opposition to Plaintiff Wells Fargo Bank, N.A.'s Motion for Summary Judgment and Demand for Jury Trial" filed on July 17, 2013. [97 pages]

COMMENTS TO & FOR ELIZABETH S. HODGSON

Attorney, Hodgson, you can discover for yourself, everything the Defendant has discovered about loan # 708 – 0174072777 after December 21, 2007. Therefore, no other filed Pleadings or documents are necessary for the following reasons.

(A) You can contact Kathryn R. Perkinson and/or obtain a copy of the taped message that was left on an answering machine at Wells Fargo's office in Raleigh, North Carolina on December 22, 2007 that notified Wells Fargo that the Defendant's loan was mired in "Fraud", "Deceit" and "Deception".

(B) You can contact the Player Law Firm in Columbia, South Carolina for the whereabouts of attorney Debra C. Galloway. Attorney Galloway, on December 27, 2007, stated that she notified Wells Fargo; by facsimile, that there were problems with the loan.

(C) You can contact Wells Fargo's customer service representative that answered the telephone on January 14, 2008 at Wells Fargo Home Mortgage (WFHM) in Des Moines, Iowa relative to loan #708-0174072777. During the January 14, 2008 conversation, Wells Fargo's personnel were duly notified that the loan's supporting documents were "**Falsified**", **ABSOLUTE LIES** and a "**Scam**".

(D) You can contact Janet Frotscher's Executive Resolution Team at WFHM in Des Moines, Iowa for copies of the Defendant's fax, dated February 8, 2008, and subsequent correspondence, that identified the Seller's "Forged" and "Altered" *Contract of Sale*, the **ABSOLUTE LIE** on the Appraiser's *Satisfaction Completion Certificate* and the *Appraisal* that is not only "Inflated" and "Falsified", it also a "Forgery by Substitution". According to Janet Frotscher, in her letter dated February 25, 2008, this is the same 7-59 "Falsified", "Forged" and "Inflated" appraisal that WFHM's underwriters used to establish the loan's monetary value of \$75,000.00 that was paid to the Seller.

(E) As you were informed on January 14, 2014, the Seller – Thomas Jacobs did loan #708-0174072777 all by himself. Based on Wells Fargo's documents, he was supported by the Broker – David Terrell, the Appraiser – Jim H. Austin III, attorney Debra C. Galloway, that violated the Player Law Firm's *Parties Acknowledgment & Affidavit* by closing a loan without the Seller's notification that 423 Bayne Street was built prior to 1978, and by the **Complicity** of Wells Fargo's own personnel.

Most notably, Kathryn R. Perkinson in Raleigh, North Carolina, Janet Frotscher's Executive Resolution Team in Des Moines, Iowa...and of course...yourself, Elizabeth S. Hodgson also in Des Moines, Iowa. You were Wells Fargo's attorney that filed the *Sham and Scam Affidavit* in the Court of Common Pleas in Orangeburg, South Carolina on May 18, 2009. The Affidavit is dated May 15, 2009. If you were indeed familiar with this case as you claimed in your *Affidavit*, then you would have and should have known, the Defendant's allegation and statement of fact is... and has always been "Fraud".

(F) You can contact South Carolina's Department of Consumer Affairs (SCDCA) for verification that the Seller – Thomas Jacobs – was not a licensed broker or loan originator during the dates and times in question. SCDCA will also verify Thomas Jacobs was not employed by Golden Gate Mortgage as a loan originator.

(G) You can contact the City of Orangeburg's Building Inspector to verify the Seller – Thomas Jacobs – did not have a "Building Permit" to do any major repairs at 423 Bayne Street. Therefore, Wells Fargo's documents supporting loan #708-0174072777 from Jim H. Austin III and Golden Gate Mortgage are **ABSOLUTE SCAMS**.

(H) You can also contact the Defendant's witnesses, *George M. Sistrunk* and *April Primrose*, for verification that it was Thomas Jacobs at 423 Bayne Street on November 26, 2007 and not David Terrell. Golden Gate Mortgage / David Terrell LIED to WFHM. He never brokered any loan and according to Janet Frotscher's Executive Resolution Team, it was David Terrell / Golden Gate Mortgage that submitted Thomas Jacobs' "Forged" and "Altered" loan paperwork to Wells Fargo in December of 2007 along with Jim H. Austin III's "Falsified", "Forged" and "Inflated" Appraisal.

(I) You can also contact Golden Gate Mortgage / David Terrell, Jim H. Austin III and Thomas Jacobs to verify that Janet Frotscher; at WFHM in Des Moines, Iowa, LIED to SCDCA and to the Office of the Comptroller of the Currency (OCC). The Defendant never met the Appraiser on September 14, 2007, the Broker never ordered any appraisal for the Defendant and the Defendant did not submit any paperwork to Wells Fargo. According to Wells Fargo's own document file, it was the Seller – Thomas Jacobs that met the Appraiser and Golden Gate Mortgage ordered the Appraisal for the Seller. Finally, the Defendant has never seen or met and has never spoken to David Terrell.

(J) You can contact WFHM's personnel that answered the telephone on February 25, 2008, for verification that they were notified by the Defendant and the Witness that the Defendant never went to Millwood Ave in Columbia, South Carolina to apply for any loan with Wells Fargo. Golden Gate Mortgage was suppose to be the lender. All Wells Fargo's support documents from Golden Gate Mortgage are "Fraudulent", "Forged" and "Falsified". What little information Wells Fargo has relative to the Defendant, were obtained from the Defendant by the "Deceit" and "Deception" of the Seller.

(K) You can contact Wells Fargo's *Loss Mitigation Department* or *Borrower Counseling Services* in Fort Mill, South Carolina for verification that Wells Fargo did not have a program, policy or procedure to modify a "Fraudulent" Loan, Note and/or Mortgage in 2008. You can also verify that borrowers that suspect or know "Fraud" is associated with their loan, note or mortgage are instructed to notify Wells Fargo Home Mortgage in Des Moines, Iowa. In May of 2008, the Defendant did as she was instructed and was routed back to Janet Frotscher's Executive Resolution Team.

(L) You can also contact your attorney at Nelson Mullins Riley & Scarborough, LLP in Charleston, South Carolina, Elizabeth Scott Moise, for verification that in June of 2011, Elizabeth Scott Moise notified the Defendant by a letter that is dated June 29, 2011, that Wells Fargo does not have a program, policy or procedure that can modify a "Fraudulent" loan, note and mortgage. Therefore, putting the Defendant's "Fraudulent" loan, note and mortgage in the Home Affordable Modification Program (HMP or HAMP) was also an **ABSOLUTE SHAM** and **SCAM** by you – Elizabeth S. Hodgson and Wells Fargo's attorneys, Elizabeth Scott Moise and James H. Burns.

(M) You can also verify from Wells Fargo's own phone records that during the Stay /TRO, South Carolina's Supreme Court Administrative Order #2009-05-22-01, no one from Wells Fargo Bank, N.A., or Wells Fargo Home Mortgage contacted the Defendant or attempted to contact the Defendant about a loan modification. Therefore, Wells Fargo's attorneys, Elizabeth Scott Moise and James H. Burns participated in and implemented a **Massive Filing Fraud** from June of 2009 to May of 2011. The Defendant spent 2 years documenting the **Massive Filing Fraud** of James H. Burns and Elizabeth Scott Moise. If you want the filed court Pleadings relative to this matter, just ask for them and they will be mailed to you.

(N) In addition, to all the aforementioned facts and truths that you can discover for yourself about this case, you can also discover from Wells Fargo's own document file, that loan #708-0174072777 was obtained with an unauthorized credit report that is dated 10/03/2007 in violation of Federal law. This is just a brief overview of the illegality associated with the Defendant's "Fraudulent" loan, note and mortgage.

SUMMATION & CONCLUSION FOR ELIZABETH S. HODGSON

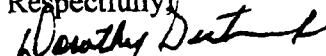
As you can see, attorney Hodgson, Wells Fargo's personnel, including yourself, have been willfully and knowingly perpetuating and defending the Seller's "Mortgage Fraud", "Bank Fraud" and his "Illegal Predatory Lending Scheme" that involves Wells Fargo's acceptance, use and reliance upon "Falsified", "Forged" and "Altered" documents to establish and maintain a loan, note and mortgage value that is based entirely on an "Inflated" and "Falsified" Appraisal.

In the process of defending and perpetuating the Seller's illegal brokering activities, Wells Fargo is willfully and knowingly engaging in "Insurance Fraud". 423 Bayne Street was built prior to 1978 and is not worth \$75,000.00 in this market. In addition, the "Knob and Spool" or "Knob and Tube" wiring; as it is also known, must be removed and the house rewired. Many property and casualty insurance companies will not even insure a house with "Knob and Spool" or "Knob and Tube" wiring. As stated and restated, if loan #708-0174072777 has been packaged in a mortgage backed security, Wells Fargo is also actively engaged in "Securities Fraud".

As the Defendant has stated and restated, by virtue of the verifiable fact, that the Defendant is a former client/customer of Wells Fargo and knows from personal knowledge that Wells Fargo is aware of the fact that the value of loan #708-0174072777 is based upon falsified and forged documents and an inflated appraisal, the Defendant is prepared to testify in any lawsuit on behalf of any unsuspecting person and/or institution that invested in a mortgage backed security in which loan #708-0174072777 was packaged, so that any person and/or entity can recover any financial loss or damages from Wells Fargo.

Finally, as the Defendant has stated and restated, the **Complicity** of Wells Fargo's own personnel, including yourself, has allowed the Seller, with the support of the Broker and the Appraiser to scam Wells Fargo out of \$75,000.00 for a property that is not worth it. The Defendant must keep 423 Bayne Street or get any potential future buyer to sign documents that they are aware of the electrical fire hazard that will result if load bearing current is connected to the existing "Knob and Spool" or "Knob and Tube" electrical system. This mortgage must be cancelled and the Defendant compensated justly and fairly for being defamed by lies and misinformation by Wells Fargo's personnel and attorneys and for being unjustly persecuted for the crimes of another human being.

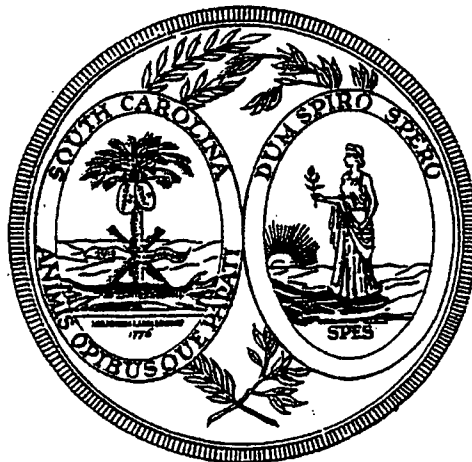
Respectfully,


Dorothy Sistrunk

South Carolina Secretary of State

SOUTH CAROLINA NOTARY PUBLIC REFERENCE MANUAL

Mark Hammond
Secretary of State



2012

1205 Pendleton Street, Suite 525

Columbia, South Carolina 29204

www.scsos.com

Exhibit 346

ATTEST: TRUE COPY

Wynne B. Clark

CLERK OF COURT
SPRINGBURG COUNTY, SC

Chapter 2

South Carolina Notaries Public Are Not Authorized To:

1. **Notarize his or her own signature.** You may notarize documents for anyone but yourself. However, you should not notarize when you are a party to the document or will benefit directly or indirectly from the transaction. Notarizing documents such as wills, living wills, advance directives, powers-of-attorney, or property transactions for family members is not recommended. Notaries are impartial witnesses and must use prudent judgment when notarizing for family members.
2. **Certify copies of documents.** You cannot certify documents as "true and accurate" copies of the original. If the person who owns the document says it is a true and accurate copy of the original, you may notarize his or her **signature**, but not the document itself. This is called an acknowledgement. This procedure is not applicable to documents where certified copies are available from an official source, such as a birth certificate or death certificate.
3. **Notarize blank documents.** When you are asked to notarize a document, be sure the document is complete and appears to be legitimate nature. Do not attempt to assist the holder of the document in drafting, completing, or understanding the contents of a document if you are not an attorney. To do so would be the **unauthorized practice of law**.
4. **Offer legal advice** unless you are an attorney authorized to practice law in South Carolina.
5. **Notarize without proper identification from the signer.** Acceptable forms of identification include a valid driver's license; valid state identification; valid military identification card; valid passport; personal knowledge of the notary public; or verification of a credible witness.
-  6. **Notarize for absent people.** Your responsibility as a notary public is to verify that the signer of the document "personally appeared" before you and signed the document or acknowledged he/she signed the document.
7. **Postdate or predate notarizations.** The date on which a document is drafted can be different from the date it is notarized. Your notarization statement (the jurat or acknowledgement) must reflect the date you notarized the signature on the document and should not be postdated or predated.
8. **Certify vital records.** It is unlawful for anyone other than the country, state or county to certify vital records. The country, state office or county where the vital record originated and

The Notary

JANUARY/FEBRUARY, 2007

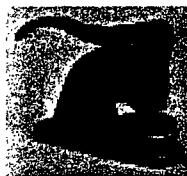
VOL XV, NO. 1 \$5

DISCUSSION & ANALYSIS OF NOTARY LAW & PROCEDURE • LEARN CORRECT PRINCIPLES & GOVERN YOURSELF

About This Issue...

In most organizations, the only person who knows anything about correct notary law and procedure is the trained notary employed there. Too many requested notarizations require problem-solving by the notary. This issue looks at a few of the most common of these.

Hopefully, you will discover new solutions for your workplace notarizations.



No Signature or Notarial Wording on the Document?

The only thing a notary can notarize is a signature on a document. A document without a signature is off limits to the notary. The notarization is legal evidence that the signer signed the document willingly, freely and intentionally for the purposes stated in the document. The signature binds the signer to the contents of the document. A document without a signature is merely a writing attributed to no one, like an unsigned birthday card.

You can always assume in most situations the person asking for your notarization hasn't the slightest idea what a notarization is for and how it legally affects the signer and the transaction. Moreover, they rarely perceive the legal ramifications for the notary. This is especially proven true when the signer hands you an unsigned document for a notarization

and there is no notarial wording for you to sign and seal.

It is impossible to notarize on a document unless the signer signs the document first. When notarizing with an acknowledgment, the document could have been signed weeks previously, or while you watch. If you notarize by jurat, you must place the document signer under oath and have him sign the document while you watch, even if he pre-signed the document.

It is illegal for a notary to place her official signature and seal on a document without valid notarial wording being affixed on, or attached to, the document. The

notary's signature is the notary's attestation to the facts declared in the notarial wording. The seal, where required by state law, is required to evidence the notary's legal authority to make and sign such a notarial statement.

It is not uncommon to find documents thought to be notarized because it bears a notary's signature and seal but no notarial wording. Such conduct is always folly, but never jolly. It publicly exposes the notary's profound lack of training and foolishness.

What to do about documents bearing no signature and notarial wording? The first step is to cause the customer to sign your notary journal, identify the signer and his document, and complete your journal entry. Step two, cause the customer to sign the document and compare it for similarity to his signature in your journal.

The third step is to cause the customer to provide

correct notarial wording either on the document, the back side of the document, or on an attachment to the document.

Selecting correct notarial wording is a topic that causes coronaries in some folks. There are two groups of opinions on this matter. Group #1 says that unless a state law prohibits a notary from selecting a notarial certificate, it is the notary's duty to do so. Group #2 says that unless the

notary is a licensed attorney, the selection of a notarial certificate is the unlawful practice of law.

You are free to ask your signer if they prefer an acknowledgment or a jurat on their document, as group #2 wants you

to do. Group #1 argues that because notarial certificates have no effect on a document and its contents, and because the notary is liable for the certificate contents, the notary is obligated by law to provide notarial wording. American case law has held this way for generations.

Group #2 thinks Group #1 is too trusting of notaries. Group #1 thinks Group #2 hasn't done its homework. The friendly debate rolls on. [M]

The notary's signature is the notary's attestation to the facts declared in the notarial wording.

A quote to remember...

"The general policy of the law is to construe notarial certificates liberally and to uphold them if they substantially comply with the statutory requirements as to form and content, even if they contain minor errors or omissions."

Larson & STEINBOCK (MN)

Wynne B. Clark
CLERK OF COURT

Exhibit 347

Are Employers Liable for Notarizations Made In-House?

A most important rule of law says that an employer is liable for the bad acts of his employees if performed while on the job or in connection with the perpetrator's employment. This vital rule compels employers to ensure their employees are properly trained and supervised in all aspects of their duties at work. An employer cannot defend himself by arguing, "your honor, I did not know my employee couldn't understand English well enough to know that euthanasia had nothing to do with teenagers in the Far East."

The law imputes to the employer knowledge of everything that transpires in the work place. This includes notarial services. Employers are legally obligated to know the basics of notary law and procedure, and to ensure their notaries are competent in their understanding and performance of notarial services.

The majority of America's wrongful notarizations occur in the notary's workplace. If the reckless or faulty notarization causes a person damage, the notary and her employer can be jointly and severally liable for the damage. This means that the victim may name the notary and her employer as co-defendants, or go after the employer without the notary, or visa versa.

Especially alarming are employers of notaries, many of whom are lawyers, who mock and ridicule the diligence and carefulness of their notaries when performing their notarial duties. This appalling behavior is a breathtaking display of their own paucity of knowledge and ethics. *A reputation for integrity, once lost, is never fully restored.*

In many states it is a criminal violation of law for an employer or supervisor of a notary to request the notary to perform a notarial act in vio-

lation of the notary law. In all states, such a request of a notary is legally actionable in court if the request is made menacingly towards the notary's good standing or job security as an employee, no matter how slight such a reference may be.

Honest employers of high integrity will ensure their notary-employees are fully trained in the notary laws of their state. They will ensure that all notarizations are performed in strict compliance with the correct 4-step procedure:

— — — — —

The law imputes to the employer knowledge of everything that transpires in the work place. This includes notarial services.

— — — — —

1. Have the customer sign the notary's journal;
2. Properly verify the signer's true identity and document;
3. Complete the journal record;
4. Ensure every word of the notarial certificate is true and complete.

Employers carry heavy legal responsibilities for their notaries. That's why they are paid the big bucks. [N]



EXHIBIT 347

Multiple Signatures on One Document Do Not Require Multiple Seals

Many times, one document will be signed by multiple people. Some poorly trained notaries assume each signature must possess its own notarization. That would be true if each signer were in different states, or failed to appear before the same notary on the same calendar day.

But, what if all five document signers are appearing before the notary together at the same time? Piece of cake! One notarial certificate can be used for the group, but be sure to name each signer in the certificate.

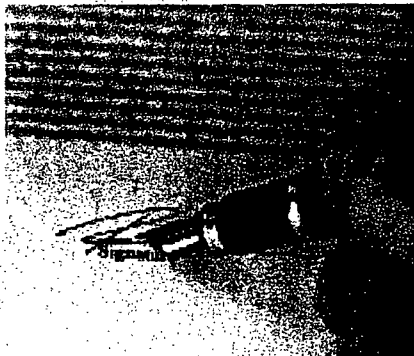
"Acknowledged before me by John Doe, Jack Frost, Mary Littlelamb, Mother Goose, and Tooth Fairy, this 10th day of January, 2007... etc."

The notarial act is documented by the certificate wording you sign and seal. One certificate for a group of signers is highly laudable.

The use of a notary seal has nothing to do with the document signers. The seal evidences the notary's official authority to sign and attest to the notarial wording. One seal per notary's signature, please. No seals may ever be affixed to a document signature. That is abuse of notarial authority and seal. The notary seal appears near the notary's signature only.

Often, there is insufficient space on the signer's document for placement of a notary seal, and even notarial wording or signature in some cases. This flawed layout of the signer's document requires the notary to create her notarial certificate on the blank reverse side of the document or on an attachment to the document.

It's so simple: your notarization requires truthful notarial wording, your signature and (where required by law) your notary seal. The certificate wording authenticates the document signatures. Your signature proves your attestation to the wording. Your seal proves your authority to perform this official act. Keep it simple. [N]



RUMOR HAS IT

"The notary must sign and seal her notarial certificate while the document signer watches."

This rumor is false.

The purpose for notarizations is to provide written certification that a document signature is authentic. The certificate the notary signs is regulated by statutory and case law. It declares certain material facts which the notary has taken diligent care to verify. The certificate declares who the signer is, that the signer personally appeared before the notary, and that the signer either acknowledged their signature to the notary or signed the document under oath in the presence of the notary. The notarial certificate further constitutes the notary's confirmation that the signer signed the document willingly and freely for the purposes stated in the document.

For a notary to declare who the signer is, the notary must take every reasonable step to verify the signer's true identity. Such procedures are also prescribed by law. The steps a notary takes to perform the notarial act are all preparatory to the writing of the notarial certificate wording.

In order to prove the truthfulness of the notarial wording, that the notary fulfilled every mandatory step in the notarial process, the notary must make a notary journal record of the transaction before writing the notarial certificate.

The heart and core of the notarial process is in the steps taken before writing, signing and sealing the notari-

al certificate. These procedures must be taken while the document signer is in the notary's presence. It is absolutely impossible for any human being to verify the facts the notary certifies unless the maker of the signature being notarized is in the notary's physical presence.

Anyone who believes or argues otherwise simply isn't thinking straight.

The writing, signing and sealing of the notarial certificate is all secondary follow-up to the key notarial process. The notarial certificate is the paperwork documenting what the notary and signer did. The notarial certificate is the notary's work product and in no way involves the document signer. It is a written recordation of a prior past act. It does not involve the signer.

The notary has every authority to leave the signer's presence and prepare the notarial certificate which she signs and seals in the privacy of her office. Furthermore, the notarial certificate can be prepared hours or days later so long as every fact and certificate date are accurate and true.

When, and in whose presence, a notarial certificate is written, signed and sealed is entirely optional to the notary. The signer is never required by law to be present when the notary executes the notarial certificate. Anyone who tells you otherwise is quoting a false rumor. (N)

GOING TO COURT

False Notarizations in Some cases Can Be Serious Federal Crimes

In a recent Massachusetts case, *In the Matter of Driscoll* (447 Mass. 678 (2006)), the Massachusetts court heard an appeal concerning an attorney who falsely notarized a forged signature to a loan application in the amount of \$85,000.

The loan applicant, personally known to the attorney-notary, forged her husband's signature to the application she co-signed which the attorney

notarized. The attorney was brought to the Massachusetts Bar on a variety of charges which could result in serious disciplinary action.

The more interesting point for notaries and their employers is the issue raised in the Driscoll case concerning federal criminality through false notarizations. It is a serious federal crime to knowingly make a false statement to a federally insured financial institution for the purpose of influencing its consideration of a transaction.

The federal law states, in part: "Whoever knowingly makes any false statement or report... for the purpose of influencing in any way the action of [a federally insured bank] upon any application, advance, discount, purchase, purchase agreement, repurchase agreement, commitment, or loan... shall be fined not more than \$1,000,000 or imprisoned not more than 30 years, or both." 18 U.S.C. § 1014 (2000)

As a matter of law, a notary who signs and seals a notarial certificate is automatically deemed to know the certificate is either true or false. A false notarial certificate in connection with a federally insured financial transaction can reap catastrophic punishment for the notary. It is beyond appalling when notaries complain that their bosses at a title company, bank, or credit union demand the notary to notarize falsely on a transaction. Section 1014 of the U.S. Code should be printed, framed and hung in everyone's office as a sobering reality check. (N)

A Word to the Wise

A notary betrays the public trust when he signs a certificate of acknowledgment when notarizing any signature without having the signer personally appear before him and without properly identifying the signer.

—Farm Bureau Finance v. Carney, Idaho (1990)

Exhibit 347

The Notary

NOTARY LAW INSTITUTE
P.O. BOX 540787
SALT LAKE CITY, UTAH 84054-0787

PRESORTED STANDARD

U.S. POSTAGE

PAID

SALT LAKE CITY, UT

PERMIT 571

How to reach us:

Call toll-free 1-800-722-8708;

Fax 1-801-296-6154

24 hours a day, 7 days a week

To change your address:

Simply call the toll-free number above, or for faster service, go to www.notarylaw.com and log in.

Your membership number is

your username and your last name is your password.

Send comments on content to:

NOTARY LAW INSTITUTE
213 NORTH FAIRWAY DRIVE
P.O. BOX 540787
SALT LAKE CITY, UT 84054-0787

For Fastest service, go to www.notarylaw.com

Visit

www.notarylaw.com

NOW!

NOTARY ALERT!

Notary Bonds and E&O Insurance Aren't What You Think

In about two-thirds of the states, notaries are required by law to post a notary surety bond. In no state is a notary required to purchase notary errors and omissions (E&O) insurance.

In no circumstance does the notary bond protect the notary. It is nearly unheard of where notary E&O insurance has protected and saved a notary from ruin. Be an informed consumer/notary. Know what it is you are required by law to purchase. Understand perfectly the insurance you are being pressured to purchase.

Notary bonds are contracts. They are not insurance. The bond surety company underwriting your bond agrees to pay to the victims of your false notarization up to a statutorily set dollar amount. You shall reimburse the bond surety that amount, plus fees.

The notary E&O insurance commonly agrees to reimburse a notary for

money she has paid to victims of bad notarizations, if so ordered in a court judgment, or in a settlement. Here's the kicker: our research supports our concern that most notary E&O policies exempt the insurer from paying the

Our research supports our concern that most notary E&O policies exempt the insurer from paying the notary anything.

notary anything if the damages were the result of any fraud or violation of notary law by the notary. Oops! That isn't disclosed to you before you buy the insurance.

We ask, how on planet earth can a notary be held liable for damages that did not result from either notarial fraud

or violation of law? It is impossible for such to occur. It's smoke and mirrors.

The overwhelming majority of sellers of notary bonds and notary E&O insurance are stellar in integrity and ethics. The problem is that too few people study and understand the terms, conditions, and legal ramifications of notary bond contracts and E&O insurance policies.

Many mortgage loan companies require their notary signing agents to prove they own notary E&O insurance before they will be hired. Unless, somehow, the lender is the named insured in the E&O policy (which cannot happen), the lender has no financial or security interest in whether the notary is insured. Such lenders are foolish in these matters and publicly display it.

Be an informed consumer/notary before you buy. (N)

Exhibit 347

JANUARY/FEBRUARY 2007

GUIDING PRINCIPLE II

The Notary shall act as an impartial witness and not profit or gain from any document or transaction requiring a notarial act, apart from the fee allowed by statute.

Standards of Professional and Ethical Practice

Article A: Improper Gain

II-A-1: Actual or Potential Gain Improper

The Notary shall decline to notarize in any transaction that would result, directly or indirectly, in any actual or potential gain or advantage for the Notary, financial or otherwise, apart from the fee for performing a notarial act allowed by statute.

Illustration: The Notary sells machinery and related maintenance contracts, which must be notarized. The Notary's receipt of a sales commission depends on the employer's receipt of a notarized contract signed by the customer. After convincing a customer to purchase a contract, the Notary then often quickly notarizes the customer's signature out of fear that the person's mind will change, even though there usually are other employees available who could notarize.

The Ethical Imperative: The Notary decides not to notarize while profiting financially from a transaction, letting an uninvolved person perform the required notarization. The roles of impartial witness and advocate are incompatible. Notaries should never take actions to deter signers from changing their minds; one of the major purposes of notarization is to ensure that signers are acting freely.

II-A-2: Commission or Fee Improper

The Notary shall not notarize for a client or customer who will pay the Notary a commission or fee for the resulting transaction, apart from the fee for performing a notarial act allowed by statute.

Illustration: The Notary is an attorney preparing documents for an ailing client who will pay a fee for the task. Several of the documents require notarization. Since the attorney must go to the home of the bedridden client to secure the needed signatures, there will be no paralegal or secretary on hand to notarize the papers. The attorney considers the propriety of serving as Notary in this situation.

The Ethical Imperative: The Notary decides not to notarize, lest it be falsely alleged that a financial interest in the documents resulted in undue influence or the overlooking of lack of mental capacity. Instead, the attorney arranges to have a truly impartial Notary visit the client's home to notarize the documents.

Article B: Improper Personal Interest

II-B-1: Notarization of Own Signature Improper

The Notary shall not notarize his or her own signature.

Illustration: The Notary is about to sign an insurance affidavit of loss for a fire in the Notary's house. At the end of the document is a jurat with blank space for a Notary's

COMMENTARY

GENERAL

Guiding Principle II enunciates the Notary's primary role: being an impartial witness. The Principle is consistent with other official interpretations on this point. (See, e.g., *Notary Public Information*, 2nd ed., Wis. Sec. of State (1994), which reads, "A notary public is...to serve the public as an impartial witness...") The Notary is first and foremost an impartial witness. It is the Notary's impartiality that lends credence to other parties' actions, whether it be signing a document or some other participation in a transaction. Importantly, the Principle does not suggest that a Notary guarantees the genuineness of the parties' intentions or future performances. The Notary only serves as a witness to other parties' present actions with respect to a document or transaction. (For an early judicial pronouncement supporting this proposition, see *Coffin v. Bruen*, 95 S.W. 462 (Ark. 1906).)

In order to ensure impartiality, the Principle mandates that a Notary not provide notarial services in any situation where the Notary would financially profit or otherwise benefit from the notarized document or transaction. In this respect the Principle mirrors the rule found in preferred legislation. (See, e.g., *Model Notary Act*, Section 3-102(2), which "disqualifies" a Notary from acting when any benefit, apart from the statutory fee, would be received. Several statutes provide similar restrictions. See, e.g., W. VA. CODE § 29C-3-102.) The prohibition does not apply to fees allowed by statute for rendering notarial services.

ARTICLE A: Improper Gain

The Standards, through their Illustrations, demonstrate a variety of ways in which a Notary could improperly "gain" from providing a notarial service. The Standards make clear that the Notary should refrain from acting if a benefit would flow either directly or indirectly to the Notary. Thus, the Standards embrace the notion that a Notary should not act if a close relative rather than the Notary himself or herself will gain from the transaction. Furthermore, the Principle uses the word "gain" to supplement "profit" and contemplates that a Notary should refrain from acting if he or she would receive any advantage or benefit, including non-financial ones, from the transaction. The message is clear. The only way to ensure impartiality is to make sure the Notary would have no reason whatsoever to provide services, other than to fulfill his or her obligations as a public servant. By failing to follow this practice a Notary will unnecessarily create actual or perceived conflicts of interest and breaches of ethical conduct.

The Illustration for Standard II-A-1 provides a simple example of how a Notary could improperly profit from a notarized document. After highlighting the Notary's conflict of interest, the Illustration stresses the point that "[t]he roles of impartial witness and advocate are incompatible." Although the conflict in the Illustration appears straightforward, there nonetheless may be some authority for the Notary to act. (See, e.g., 5 ILL. COMP. STAT. 312/6-104(a); and N.C. GEN. STAT. § 10A-9(c)(2).) Irrespective of any countervailing view, the Code adopts the position that ethical concerns dictate a Notary take all reasonable steps to avoid a conflict of interest, notwithstanding the fact that the action at issue may otherwise be legal.

Standard II-A-2 addresses a more direct conflict of interest. The Illustration presents a situation in which the Notary will actually receive a fee for acting in a capacity other than a Notary in a transaction that requires the Notary to render notarial services. The gravamen of the problem with this situation is that the Notary will be more interested in seeing the transaction completed than in following proper notarial procedure. This is so because the notarial fee will be insignificant as compared to the

ATTEST: TRUE COPY

Exhibit 348

Winn B. U...

Illustration: The Notary is asked by a stranger to notarize that person's signature on a document containing blank spaces. "That information isn't available right now and I want to get the notarization out of the way," the stranger says. "It shouldn't make any difference, since you're just certifying my signature, not the terms in the document."

The Professional Choice: The Notary refuses to proceed as asked, explaining to the stranger that the document will be less subject to legal challenge if the signer knows all its terms at the time of notarization.

IV-D-2: Facsimile Signature Improper

The Notary shall refuse to notarize any signature not affixed by hand in pen and ink, unless the law expressly allows otherwise.

Illustration: The Notary works in an office and notarizes several dozen documents every day for an executive. One day, the executive presents a stack of documents for notarization that, instead of being signed by pen, have been stamped with an inked facsimile signature. "I've decided to start using the stamp to save time," the executive tells the Notary.

The Professional Choice: The Notary asks the executive to affix an *actual* signature on the documents in pen and ink, explaining that the stamped facsimile may not be accepted as a lawful signature.

Article E: Fraudulent Notarization or Transaction

IV-E-1: Improper Notarization

The Notary shall refuse to perform any notarial act that is illegal, dishonest, deceptive, false, improper or in violation of The Ethical Imperatives of this *Notary Public Code of Professional Responsibility*.

Illustration: The Notary is asked by a client to notarize a document bearing the client's own signature and that of a stranger whom the client introduces as a spouse. The stranger has no documentary identification, claiming to have left it in a car several blocks away. The client grows indignant when the Notary expresses concern about the stranger's lack of IDs and suggests that the person return to the car to get them. The client threatens to do business elsewhere if the Notary does not "trust me enough to do me a small favor."

The Ethical Imperative: The Notary refuses to notarize unless the stranger returns with proper identification, because an introduction by a clearly interested party does not suffice as a reliable identification. It would be illegal and deceptive for the Notary to certify the stranger as personally known or positively identified when this is not actually the case.

IV-E-2: Improper Transaction

The Notary shall refuse to perform any notarial act in connection with a document or transaction that the Notary knows, or has a reasonable suspicion that can be articulated, is illegal, dishonest, deceptive, false or improper.

Illustration: The Notary is asked by an acquaintance to notarize that person's signature on an "affidavit of citizenship" to facilitate travel in a foreign country. The affidavit contains statements that the Notary knows are false.

The Ethical Imperative: The Notary refuses to notarize, explaining to the acquaintance that, having knowledge that statements in the affidavit are false, the Notary has an obligation as a public official not to abet a deception.

IV-E-3: Reporting Illegality

The Notary shall report to appropriate law enforcement or disciplinary authorities any illegality requested, required, proposed or performed that involves a notarial act by the Notary or by any other Notary.

Illustration: The Notary is asked by a stranger to notarize that person's signature on a property deed. The stranger presents a Social Security card and a birth certificate as identification. When the Notary explains that these are inadequate proofs of identity and that a governmentally issued photo-bearing ID such as a driver's license must be presented, the stranger says, "I've lost my driver's license. Will five hundred dollars be enough to expedite this notarization?"

The Ethical Imperative: The Notary refuses to notarize because of the inadequate documentation of identity. Having a strong suspicion that the stranger is an impostor, the Notary reports the encounter to the forgery division of the local police department, providing whatever information the police require.

Exhibit 348