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**RECEIVED**  
OCT 25 2016  
SC Court of Appeals

THE STATE OF SOUTH CAROLINA  
In The Court of Appeals

APPEAL FROM SUMTER COUNTY  
Court of Common Pleas

The Honorable Michael G. Nettles, Circuit Court Judge

Case No. 2016-001526

The Bank of New York Mellon f/k/a The Bank of New York, as Trustee for the benefit of Certificateholders of Popular ABS, Inc. Mortgage Pass-Through Certificates Series 2006-E,.....

Respondent,

v.

Charles Taylor, Burgess Brogdon Bldg. Supply,  
Palmetto Health Alliance,.....

of Whom Charles Taylor is the

Appellant.

**MOTION TO COMPEL APPELLANT TO INCLUDE ALL MATTERS DESIGNATED BY RESPONDENT IN THE RECORD ON APPEAL, TO STRIKE PORTIONS OF RECORD ON APPEAL, AND STAY FINAL BRIEFS PENDING RULING ON THIS MOTION**

Appellant served the Record on Appeal on counsel for Respondent. Appellant, however, did not include a complete copy of items designated by Respondent in the Record on Appeal as mandated by our appellate court rules. See Rule 210(c), SCACR. Respondent designated the complete Complaint and Certification of Compliance with the S.C Supreme Court Administrative Order No. 2011-05-02-01 ("Certification"), for inclusion in the Record on Appeal. See Resp.'s Designation at p. 2 "Pleadings," Item 1; p.3 "Miscellaneous Documents,"

Item 3. The Complaint submitted as part of the Record on Appeal fails to include the corresponding Notice. See Complaint, attached hereto as Exhibit “1.” Further, the Certification, including its corresponding exhibits and certificate of service, is a total of 75 pages. See Certification, attached hereto as Exhibit “2.” The copy included in the Record on Appeal contains only 36 pages. Thus, Appellant failed to comply with Rule 210(c), SCACR with respect to the Complaint and the Certification. This Court should grant this motion and enter an order requiring Appellant to serve a supplemental record on appeal that contains a full and complete copy of Respondent’s Complaint and Certification. See Rule 212, SCACR.

Additionally, Appellant’s Record on Appeal does not contain copies of the signed and filed orders entered in the case. Rather, the Record on Appeal contains unsigned copies of what appear to be proposed orders. This Court should grant this motion and enter an order requiring Appellant to serve a supplemental record on appeal that contains copies of the signed and filed orders in this case. Copies of all designated orders are attached hereto as Exhibit “3.”

Finally, pursuant to Rules 210 and 240 of the South Carolina Appellate Court Rules, Respondent moves this Court for an order striking items improperly included in the Record on Appeal by Appellants. In this matter, Appellant included certain “exhibits” that were not presented to the trial court as required by Rule 210(c) of the Appellate Court Rules. This violates Rule 210(c), SCACR. In this Court’s October 14, 2016 Order (the “Order”), Appellant was directed to amend his designation of matter “to ‘clearly identify’ the photographs in order for Respondent and this court to identify how the photographs were presented to the lower court.” (10/14/16 Order.) Just prior to this Order, on October 12, 2016, Appellant served the Record on Appeal. On October 17, 2016, Appellant served his Amended Designation of Matter, which included the following notation following designation of a supporting memorandum:

“Appellant’s 4-28-16 Memo & Memo of Law in Supporting Updated Motion to Dismiss. . . . 8 p (including the subject 2 photos).” App.’s Am. Designation at p.2 (emphasis in original.) The amended designation is improper. The service copy of the April 28, 2016 Memorandum referenced contained only one (1) page of photographs, not the two (2) designated and included in the Record on Appeal. See 4/26/16 Service Copy of Memo, attached hereto as Exhibit 4.” Moreover, a review of the public case index evidences that neither photograph was presented to the trial court because the copy filed did not contain any exhibits. See 4/28/16 Filed Copy of Memo, attached hereto as Exhibit “5.” In light of the foregoing, the two photographs were not properly designated and were not presented to the trial court and, therefore, any reference to them should be stricken from the Record on Appeal and Appellant’s brief. Because these items were not presented to the trial court for consideration, inclusion in the Record on Appeal violates the mandates of Rule 210(c), SCACR. This Court should strike the purported exhibits to the 4/28/16 Memorandum. See Record on Appeal at pp. 56–63.)

In sum, Respondent respectfully request that this Court enter an order (1) requiring Appellant to serve a supplemental record on appeal that contains a full and complete copy of Respondent’s Complaint and Certification; (2) requiring Appellant to serve a supplemental record on appeal that contains copies of the signed and filed orders in this case; and (3) striking reference to any exhibits to the 4/28/16 Memorandum.

Given that a ruling on this Motion impacts the Record on Appeal, Respondent respectfully requests that this Court stay the deadline for final briefs until twenty (20) days after a ruling on this Motion or service of the Supplemental Record on Appeal.

***SIGNATURE PAGE ATTACHED***

Respectfully submitted,

NELSON MULLINS RILEY & SCARBOROUGH LLP

By: 

B. Rush Smith III

SC Bar No. 012941

E-Mail: rush.smith@nelsonmullins.com

Sarah B. Nielsen

SC Bar No. 78384

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Post Office Box 11070 (29211-1070)

Columbia, SC 29201

(803) 799-2000

Attorneys for The Bank of New York Mellon f/k/a The Bank  
of New York, as Trustee for the benefit of Certificateholders of  
Popular ABS, Inc. Mortgage Pass-Through Certificates Series  
2006-E

Columbia, South Carolina

10/25, 2016

# Exhibit 1

(Complaint)

STATE OF SOUTH CAROLINA IN THE COURT OF COMMON PLEAS

COUNTY OF SUMTER

RECORDED 2011 JAN 28 PM 3:00 DOCKET NO.

The Bank of New York Mellon f/k/a The Bank of New York, as trustee for the benefit of the Certificateholders of Popular ABS Intermortgage Pass-Through Certificates Series 2006-E,

Plaintiff,

v.

Charles Taylor; Burgess Brogdon Bldg. Supply;  
Palmetto Health Alliance;

Defendant(s).

2011 - CP - 43 - 0167

COMPLAINT

(NON-JURY)

FORECLOSURE OF REAL ESTATE  
MORTGAGE

Deficiency Judgment Waived

(013644-01433)

Plaintiff alleges:

1. This is an action for the foreclosure of a mortgage upon certain real estate in Sumter 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 has the legal right to enforce the negotiable instrument secured by the Mortgage and is the real party in interest as defined by Rule 17(a) of the South Carolina Rules of Civil Procedure.
4. The Plaintiff's servicing agent for the mortgage loan described in this foreclosure action is participating in the Home Affordable Modification Program ("HMP"), but the subject loan is not eligible for modification because there was a trial plan default.
5. Some lien on or interest in the real estate, the subject of this action, may be claimed by the Defendant(s) herein.
6. 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.

7. Heretofore, on or about September 23, 2006, Charles Taylor made, executed and delivered a certain Note ("Note") in the principal sum of \$43,700.00, payable in monthly installments.

8. In order to secure the payment of the Note according to the terms and conditions thereof, Charles Taylor made, executed and delivered unto Mortgage Electronic Registration Systems, Inc. acting solely as nominee for Equity One, Inc. its successors and assigns (MIN #1000466-0000843272-7) a certain real estate mortgage ("Mortgage") covering the following described property and any and all improvements to the property:

All that certain piece, parcel or lot of land, together with improvements thereon, situate, lying and being in Sumter Township, Sumter County, South Carolina, delineated on Plat prepared by Lousie E. Leavell, Jr., dated November 1, 1950 and recorded in Plat Book Z-15 at Page 91 in the RMC Office for Sumter County, reference to which is craved for a complete metes and bounds description.

This being the identical property conveyed to Charles Taylor by deed of Samuel E. Steele, Sr. and Mary A. Davis Shands dated June 12, 2006 and recorded June 30, 2006 in Deed Book 1034 at Page 1156.

Property Address: 334 Myrtle Beach Highway  
Sumter, SC 29153

TMS# 267-01-02-009

9. The Mortgage was signed, witnessed and probated September 23, 2006; thereafter the Mortgage was recorded in the Office of the RMC/ROD for Sumter County on September 29, 2006, in Mortgage Book 1047 at Page 557.

10. 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 first lien on the mortgaged premises.

11. Any notice required by the terms of the Note and Mortgage or by state or federal laws has been given to the applicable Defendant(s).

12. After all payments received by the Plaintiff have been credited to the subject loan, the loan is in default and due for September 1, 2010, 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 September 1, 2010, the principal sum of \$43,870.89, with interest from August 1, 2010, advances, late charges, and also for the costs and disbursements of this action, including attorney's fees.

13. 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.

14. 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.

15. 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.

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

17. 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. Burgess Brogdon Bldg. Supply, by virtue of a judgment against Charlest Taylor in the amount of \$2,086.34, dated January 3, 2008 and recorded on December 30, 1899 in Judgment Roll No. 2008-CP-430-1199

B. Palmetto Health Alliance, by virtue of a judgment against Charlest E. Taylor in the amount of \$12,326.00, dated May 27, 2009 and recorded on June 18, 2009 in Judgment Roll No. 2009-CP-43-911

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 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 Sumter County, South Carolina, to place the successful purchaser at said foreclosure sale in possession of the property should the same become necessary;

(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 #5558)

Reginald P. Corley (SC Bar #69453)

Ellie C. Floyd (SC Bar #68635)

Eve Moredock Stacey (SC Bar #5300)

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Vance L. Brabham, III (SC Bar #71250)

Post Office Box 100200 (29202)

(803) 744-4444

Columbia, South Carolina  
January 27, 2011

## NOTICE

1. As of January 26, 2011, you owe \$47,183.13. Because of interest, late charges, attorney fees and other charges that vary from day to day, the amount due on the day you pay may be greater.
2. The Bank of New York Mellon f/k/a The Bank of New York, as trustee for the benefit of the Certificateholders of Popular ABS, Inc. Mortgage Pass-Through Certificates Series 2006-E is the Creditor to whom the debt is owed. Litton Loan Servicing LP is the servicing agent for the Creditor to whom the debt is owed.
3. The debt described in this notice will be assumed to be valid by the Creditor's law firm unless you, the Consumer, within thirty (30) days after the receipt of this notice, dispute the validity of the debt or any portion thereof.
4. If you, the Consumer, notify the Creditor's law firm in writing within thirty (30) days of the receipt of this notice that the debt or any portion thereof is disputed, the Creditor's law firm will obtain verification of the debt, and a copy of the verification will be mailed to you, the Consumer, by the Creditor's law firm.
5. If the Creditor named in this notice is different from the original Creditor, and if you, the Consumer, make a written request to the Creditor's law firm within the (30) days from the receipt of this notice, the name and address of the original Creditor will be mailed to you by the Creditor's law firm.
6. This notice should not be construed as a thirty (30) day grace period. If, in writing, you dispute the debt or any portion thereof or if you request the name and address of the original creditor within the thirty (30) day period that begins with your receipt of this notice, the law requires the Creditor's law firm to suspend its efforts (through litigation or otherwise) to collect the debt until the Creditor's law firm mails the requested information to you.
7. This notice pertains to your dealings with the Creditor's law firm as a debt collector. It does not affect your dealings with the court, and in particular it does not change the time at which you must answer the complaint. The summons attached to the complaint is a command from the court, not from the Creditor's law firm, and you must follow its instructions even if you dispute the validity or amount of the debt. The advice in this notice also does not affect the Creditor's law firm's relations with the court. The Creditor's law firm may file papers in any such suit according to the court's rules and the judge's instructions.
8. This is an attempt to collect a debt, and any information obtained will be used for that purpose. The information provided in paragraphs 1 and 2 above has been provided to us by the Creditor or Servicer. At this point in time, no attorney with this firm has personally reviewed the particular circumstances of your account. If you have previously received a discharge in bankruptcy, this notice is not and should not be construed as an attempt to collect a debt but only as an attempt to enforce a lien.

# Exhibit 2

(Certification of Compliance with  
S.C. Supreme Court Administrative  
Order No. 2011-05-02-01)



- 6) In response, on August 1, 2011, counsel for Plaintiff informed Defendant that he had until August 24, 2011 to submit the completed workout package. *See* 8/1/11 Ltr. from Ms. Nielsen, attached hereto as Exhibit "E."
- 7) On August 23, 2011, counsel for Plaintiff received the workout package from Defendant and confirmed the same by correspondence dated August 24, 2011. *See* 8/24/11 Ltr. from Ms. Nielsen, attached hereto as Exhibit "F."
- 8) On August 25, 2011, counsel for Plaintiff informed Defendant that an additional document was needed to complete the review. *See* 8/25/11 Ltr. from Ms. Nielsen, attached hereto as Exhibit "G."
- 9) On August 30, 2011, Defendant provided the requested documentation. *See* 8/30/11 Ltr. from Defendant Taylor (without enclosures), attached hereto as Exhibit "H."
- 10) Following a review of the documents submitted by Defendant, the servicer of Defendant's loan, Ocwen Loan Servicing, LLC ("Ocwen"), approved Defendant for a loan modification. *See* 8/30/12 Ltr. from Ms. Nielsen regarding modification, attached hereto as Exhibit "I." The deadline for Defendant's response was September 10, 2012, and a down payment was due by September 21, 2012.
- 11) In response, on September 7, 2012, Defendant sent a letter asking which parties were represented by Plaintiff's counsel. *See* 9/7/12 Ltr. from Defendant Taylor, attached hereto as Exhibit "J."
- 12) Counsel for Plaintiff sent a response dated September 11, 2012, which informed Defendant that his deadline to accept or reject the modification was extended to September 17, 2012. It also informed Defendant that the down payment remained due by September 21, 2012. *See* 9/11/12 Ltr. from Ms. Nielsen, attached hereto as Exhibit "K."
- 13) On September 14, 2012, Defendant indicated that he was accepting the modification, but disputed the principal balance. *See* 9/14/12 Ltr. from Defendant Taylor, attached hereto as Exhibit "L."
- 14) On September 19, 2012, counsel for Plaintiff answered Defendant's question related to the principal balance and again informed him that the down payment was due by September 21, 2012, to accept the modification. *See* 9/19/12 Ltr. from Ms. Nielsen, attached hereto as Exhibit "M."
- 15) On the date that the down payment was due, Defendant sent another letter with additional questions related to the proposed modification, but did not include the down payment amount. *See* 9/21/12 Ltr. from Defendant Taylor, attached hereto as Exhibit "N."

- 16) In a continued effort to resolve this matter, counsel for Plaintiff sent a letter answering Defendant's questions and holding the modification open for a potential late down payment. *See* 9/25/12 Ltr. from Ms. Nielsen, attached hereto as Exhibit "O."
- 17) On September 27, 2012, Defendant indicated that he was not satisfied with one of the responses provided by counsel for Plaintiff and that he was considering proceeding with the litigation. Again, no down payment was received. *See* 9/27/12 Ltr. from Defendant Taylor, attached hereto as Exhibit "P."
- 18) On October 5, 2012, counsel for Plaintiff sent clarification in response to the September 27, 2012 letter noting that an acceptance or rejection of the modification proposal was required by October 11, 2012. Additionally, counsel for Plaintiff requested confirmation that Defendant was not interested in other loss mitigation options so that the litigation could proceed. *See* 10/5/12 Ltr. from Ms. Nielsen, attached hereto as Exhibit "Q."
- 19) On October 10, 2012, Defendant indicated that he was interested in a modification, but did not want to pay any payments prior to January 2013 and requested a lower monthly payment. *See* 10/10/12 Ltr. from Defendant Taylor, attached hereto as Exhibit "R."
- 20) On October 23, 2012, counsel for Plaintiff notified Defendant that his modification proposal was rejected and that having not received the down payment, the original modification proposal was no longer available. Counsel for Plaintiff requested Defendant to notify them by October 31, 2012, if he wanted to be considered for additional loss mitigation options including a deed in lieu of foreclosure or short sale. *See* 10/23/12 Ltr. from Ms. Nielsen, attached hereto as Exhibit "S."
- 21) On October 31, 2012, Defendant responded, but did not indicate whether he had any interest in a deed in lieu of foreclosure or a short sale. *See* 10/31/12 Ltr. from Defendant Taylor, attached hereto as Exhibit "T."
- 22) Based on the foregoing, "the Mortgagee, or its designated agent, has received and examined all documents and records required to be submitted by the [Defendant] to evaluate [his] eligibility" for a loan modification. S.C. Admin. Order Sec. B(1)(b).
- 23) "[T]he [Defendant] has been afforded a full and fair opportunity to submit any other information or data pertaining to the [Defendant's] loan or personal circumstances for consideration by the Mortgagee." *Id.* at (B)(1)(c).
- 24) Further, Defendant has failed to indicate a desire to be considered for a deed in lieu of foreclosure or short sale as other loss mitigation options and, therefore, has not submitted any documents or records in order for Plaintiff to determine his eligibility for those options.

25) After completion of the foreclosure intervention process, the Defendant refused to accept the loan modification that he qualified for in accordance with the standards, rules or guidelines applicable to the mortgage loan, and the parties have been unable to reach any other agreement concerning the foreclosure process." *Id.* at (B)(1)(d).

26) A notice of denial was not served on Defendant, since he was approved for a loan modification that he failed to accept within the time specified. *See id.* at (b)(1)(e).

27) Accordingly, Plaintiff is hereby certifying compliance with the Order.

Having certified compliance with the Order, Plaintiff respectfully requests that this Court lift the stay and order the foreclosure to proceed in its ordinary course.

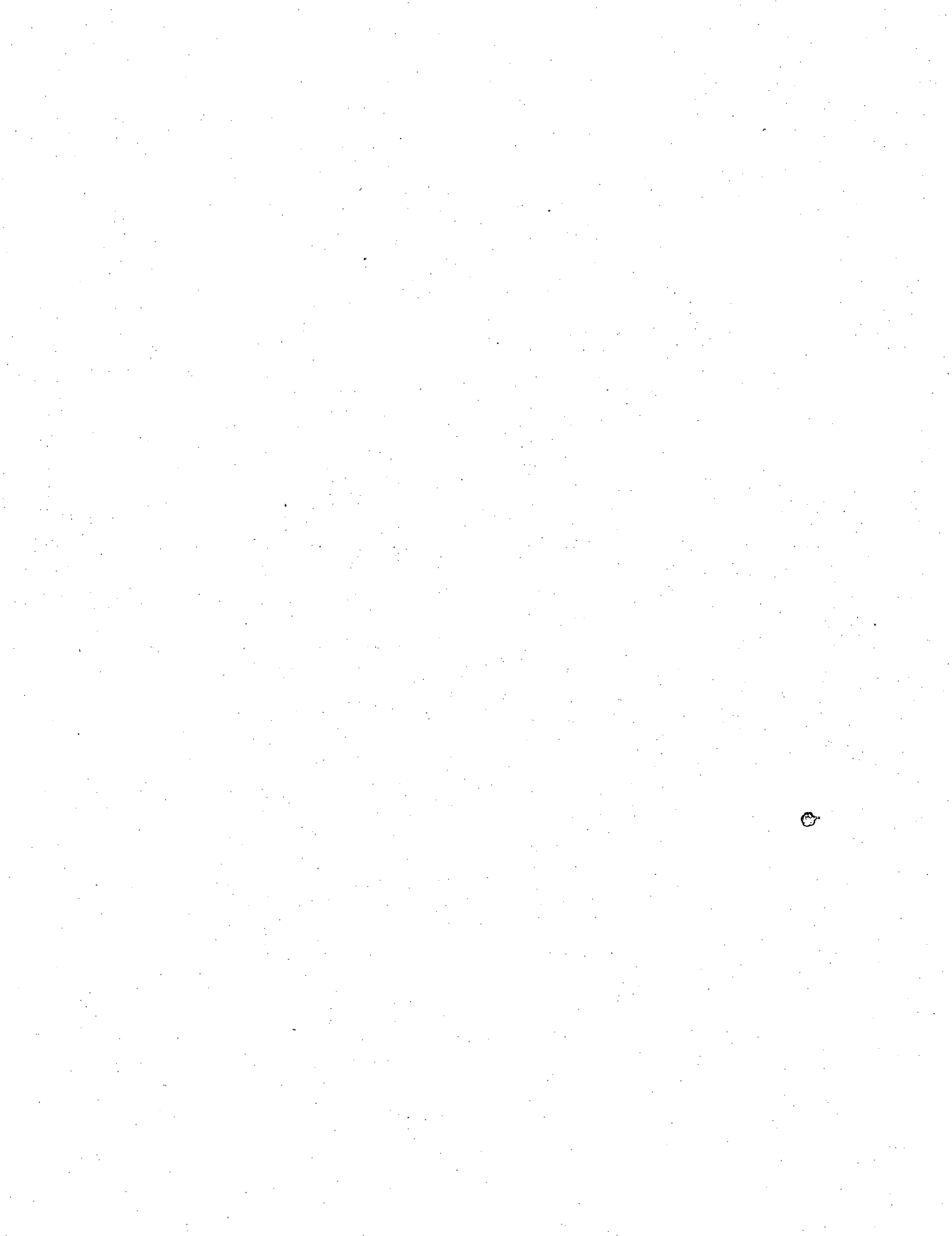
NELSON MULLINS RILEY & SCARBOROUGH LLP

By: 

B. Rush Smith III  
Alana Odom Williams  
Sarah B. Nielsen  
1320 Main Street / 17th Floor  
Post Office Box 11070 (29211-1070)  
Columbia, SC 29201  
(803) 799-2000

*Attorneys for The Bank of New York Mellon f/k/a The  
Bank of New York, as trustee for the benefit of  
Certificateholders of Popular ABS, Inc. Mortgage Pass-  
Through Certificates Series 2006-E*

December 10, 2012



# **Exhibit A**

**(Notice of Right to Participate in  
Foreclosure Intervention)**

# Nelson Mullins

Nelson Mullins Riley & Scarborough LLP  
Attorneys and Counselors at Law  
1320 Main Street / 17th Floor / Columbia, SC 29201  
Tel: 803.799.2000 Fax: 803.255.5905  
www.nelsonmullins.com

James E. Brogdon, III  
Tel: 803.255.5549  
Fax: 803.255.5905  
james.brogdon@nelsonmullins.com

June 7, 2011

Certified Article Number

7160 3901 9848 5062 4351

SENDER'S RECORD

Via Certified Mail

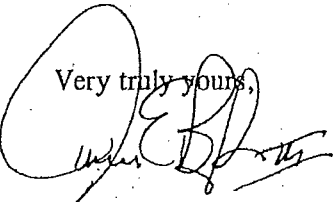
Charles Taylor  
334 Myrtle Beach Highway  
Sumter, SC 29153

RE: The Bank of New York Mellon f/k/a The Bank of NY v. Charles Taylor, et al.  
Civil Action No. 11-CP-43-0167  
Our File No. 36266/01512

Dear Mr. Taylor:

Pursuant to the S.C. Supreme Court Administrative Order No. 2011-05-02-01, enclosed please find a Notice of Foreclosure Intervention and corresponding documents that need to be completed. If there is any other information or data pertaining to the subject loan that you would like my client to consider, please submit the same in accordance with the Notice.

Very truly yours,

  
James E. Brogdon, III

JEB:jeb  
Enclosures

RECORDED

2012 DEC 11 PM 1:38

STATE OF SOUTH CAROLINA )

COUNTY OF SUMTER )

IN THE COURT OF COMMON PLEAS CAMPBELL  
THIRD JUDICIAL CIRCUIT CLERK OF COURT  
SUMTER COUNTY, S.C.

The Bank of New York Mellon f/k/a )  
The Bank of New York, as trustee for )  
the benefit of Certificateholders of )  
Popular ABS, Inc. Mortgage Pass- )  
Through Certificates Series 2006-E, )

Plaintiff, )

vs. )

Charles Taylor; Burgess Brogdon Bldg. )  
Supply; Palmetto Health Alliance, )

Defendants. )

Civil Action No. 2011-CP-43-0167

NOTICE OF MORTGAGOR'S  
RIGHT TO FORECLOSURE  
INTERVENTION PURSUANT TO  
S.C. SUPREME COURT  
ADMINISTRATIVE ORDER NO.

2011-05-02-01

TO: Charles Taylor

1. You have a right to "Foreclosure Intervention."

As the Defendant in this case, you have a right to be considered for "Foreclosure Intervention" for the purpose of seeking a resolution of this foreclosure action. "Foreclosure Intervention" means any policy, process or procedure employed by Plaintiff for the purpose of seeking a resolution of a foreclosure action. Depending on your loan and circumstances, you may qualify for Foreclosure Intervention.

2. You have thirty (30) days to act, and if you fail or refuse to participate in the Foreclosure Intervention process, this foreclosure action will proceed.

If you fail or refuse to participate in the Foreclosure Intervention process within thirty (30) days of the date of service of this Notice, the foreclosure action will proceed. If you voluntarily elect not to participate in the Foreclosure

Intervention process within thirty (30) days of the date of service of this Notice, this foreclosure action will proceed.

**3. To participate in the Foreclosure Intervention process, follow these instructions.**

If you want to participate in Foreclosure Intervention, sign and return the Request to Participate in Foreclosure Intervention that is enclosed with this letter and return it by mail to the following:

**Nelson Mullins Riley & Scarborough, LLP  
ATTN: Alana Odom Williams  
1320 Main Street/17<sup>th</sup> Floor  
Columbia, South Carolina 29201**

This is the law firm representing The Bank of New York Mellon. After the law firm receives your Request to Participate in Foreclosure Intervention, it will contact you requesting additional information.

You will be required to provide documents and records that will be used to evaluate your eligibility for foreclosure intervention.

After receiving all of the required documents and records, The Bank of New York Mellon will evaluate your eligibility and you will be notified about whether you qualify for a loan modification or other means of loss mitigation that could resolve the foreclosure action. If you qualify, The Bank of New York Mellon will propose an Agreement to be signed by the parties and filed with the Court.

**4. If you have any information or data that you would like for The Bank of New York Mellon to consider, please send it in with your Request to Participate in Foreclosure Intervention.**

If you would like The Bank of New York Mellon to consider any other information or data pertaining to your mortgage loan or personal circumstances, please send it with the Request to Participate in Foreclosure Intervention.

5. The Bank of New York Mellon cannot communicate with you directly about the Foreclosure Intervention process and foreclosure. It must communicate with you through its lawyers.

Under the South Carolina Supreme Court's Administrative Order 2011-05-02-01, The Bank of New York Mellon cannot communicate with you directly about Foreclosure Intervention or foreclosure, and you have the right to communicate with and otherwise deal with The Bank of New York Mellon through its attorneys, the law firm of Nelson Mullins Riley and Scarborough, L.L.P. ("Nelson Mullins"). Nelson Mullins does not represent you.

NELSON MULLINS RILEY & SCARBOROUGH LLP

By: 

James E. Brogdon, III  
SC Bar No. 79159  
E-Mail: james.brogdon@nelsonmullins.com  
1320 Main Street / 17th Floor  
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*Attorneys for Attorneys for The Bank of New York Mellon f/k/a The Bank of New York, as trustee for the benefit of Certificateholders of Popular ABS, Inc. Mortgage Pass-Through Certificates Series 2006-E*

Columbia, South Carolina

June 7, 2011

CERTIFICATE OF SERVICE

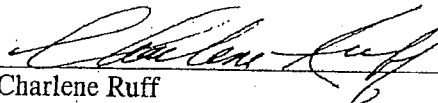
I, the undersigned Administrative Assistant of the law offices of Nelson Mullins Riley & Scarborough LLP, attorneys for plaintiff, do hereby certify that I have served all parties in this action with a copy of the pleading(s) hereinbelow specified by mailing a copy of the same by United States Certified Mail, Return Receipt Requested, postage prepaid, to the following address(es):

Pleadings:

NOTICE OF MORTGAGOR'S RIGHT TO  
FORECLOSURE INTERVENTION PURSUANT TO  
S.C. SUPREME COURT ADMINISTRATIVE ORDER  
NO. 2011-05-02-01

Parties Served:

Charles Taylor, *pro se defendant*  
334 Myrtle Beach Highway  
Sumter, SC 29153

  
\_\_\_\_\_  
Charlene Ruff  
Administrative Assistant

June 7, 2011

STATE OF SOUTH CAROLINA )  
 ) IN THE COURT OF COMMON PLEAS  
COUNTY OF SUMTER ) THIRD JUDICIAL CIRCUIT

The Bank of New York Mellon f/k/a ) Civil Action No. 2011-CP-43-0167  
The Bank of New York, as trustee for )  
the benefit of Certificateholders of )  
Popular ABS, Inc. Mortgage Pass- )  
Through Certificates Series 2006-E, )

Plaintiff, )

vs. )

Charles Taylor; Burgess Brogdon Bldg. )  
Supply; Palmetto Health Alliance, )

Defendant. )

REQUEST TO PARTICIPATE IN  
FORECLOSURE INTERVENTION

I hereby elect to participate in the Foreclosure Intervention process. I agree to provide any and all documents required to evaluate my eligibility for foreclosure intervention, and I authorize the law firm of Nelson Mullins Riley & Scarborough LLP to communicate with me by telephone, mail, email and any other means regarding the Foreclosure Intervention process.

\_\_\_\_\_  
Charles Taylor

This Request for Foreclosure Intervention should be returned to:

**Nelson Mullins Riley & Scarborough, LLP**  
**ATTN: Alana Odom Williams**  
**1320 Main Street/17<sup>th</sup> Floor**  
**Columbia, South Carolina 29201**

# **Exhibit B**

**(07/03/11 Letter from C. Taylor)**

7/6/11  
36266/151

JULY 3, 2011

NELSON MULLINS RILEY  
& SCARBOROUGH, LLP.  
1320 MAIN STREET  
17<sup>TH</sup> FLOOR  
COLUMBIA, SC. 29201  
ATTN: Alana Odom Williams

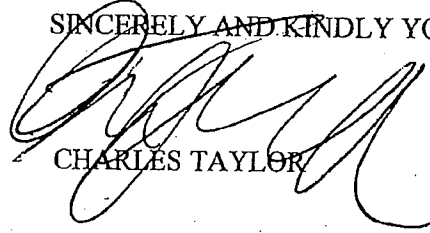
CHARLES TAYLOR  
PO BOX 3652  
SUMTER, SC. 29151

C/A NO: 2011-CP-43-0167

DEAR MRS. WILLIAMS:

I have completed the information sent me, in regards to the foreclosure intervention program. I will promptly respond to any other information request forwarded to me, and if you have any other questions, please don't hesitate to let me know.

SINCERELY AND KINDLY YOURS,



CHARLES TAYLOR

W/6 Pages attached

Cc:

This Cover Letter Only To:

MR. JAMES E. BROGDON, III, ESQ.  
w/1 item attached for a reply since I have not  
filed a counter claim, which your motion seeks  
to have dismissed.

STATE OF  
SOUTH CAROLINA

**NOTICE OF MOTION SCHEDULING**

June 16, 2011



**Motion "CPMOTH - Pltf Mtn Dism Counterclaim" for Case:  
2011CP4300167 - Bank Of New York Mellon VS Charles Taylor ,  
defendant, et al has been added to the following Motions Roster:**

**6 - One Day Term of Motion Hearings/ July 25, 2011/Courtroom #2**

**This hearing of this motion has been scheduled for Monday, July 25, 2011  
at 9:30 am.**

Your case has been placed on the Motions Roster for Monday, July 25, 2011 in Courtroom #2 of the Sumter County Courthouse. The Honorable George C. James, Jr., will be presiding over this two day term of Non Jury. All cases on the Roster are subject to being called to trial. Any request for a continuance is considered a Motion and requires a \$25.00 fee paid at the time of the request. **REQUESTS MUST BE MADE NO LATER THAN ONE WEEK PRIOR TO THE HEARING.**

If your motion has been resolved, please notify us in writing immediately to [ggoft@sumtercountysc.org](mailto:ggoft@sumtercountysc.org) or fax 803-436-2223. Please check the online roster daily. As cases are settled or continued, your case will move up on the Roster. The Roster is available at [www.sumtercountysc.org](http://www.sumtercountysc.org) - click on online services, then Judicial Court Records Search, then Court Rosters. Please do not fax anything over 10 pages to the court or to Judge James' office.

**Mail Notice To:**

Charles Taylor  
334 Myrtle Beach Highway  
  
Sumter, SC 29223

**Court Info:**

Sumter County Common Pleas  
141 N. Main St., Rm 308  
  
Sumter, SC 29150-9150

**If you have any questions regarding the scheduling of this motion, please contact the courts at:**

**(803)436-2227**

Respectfully,

A handwritten signature in cursive script that reads "James C. Campbell".

James C. Campbell  
Clerk of Court

# **Exhibit C**

**(07/18/11 Letter from S. Nielsen)**

# Nelson Mullins

Nelson Mullins Riley & Scarborough LLP  
Attorneys and Counselors at Law  
1320 Main Street / 17th Floor / Columbia, SC 29201  
Tel: 803.799.2000 Fax: 803.255.5943  
www.nelsonmullins.com

Sarah B. Nielsen  
Tel: 803.255.9284  
Fax: 803.255.5943  
sarah.nielsen@nelsonmullins.com

July 18, 2011

## Via Certified Mail

Charles Taylor  
334 Myrtle Beach Highway  
Sumter, SC 29153

RE: The Bank of New York Mellon f/k/a The Bank of NY v. Charles Taylor, et al.  
Civil Action No. 11-CP-43-0167  
Our File No. 36266/01512

Dear Mr. Taylor:

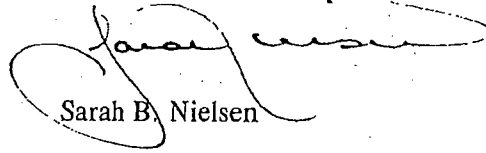
We are writing in regards to your July 3, 2011 correspondence stating that you received the Notice of Foreclosure Intervention sent June 7, 2011, and noting that you completed the same. However, at this time, we have not yet received your signed Request to Participate in Foreclosure Intervention or the completed package. Therefore, we ask that you provide us with a copy of the completed package along with a signed copy of the Request to Participate in Foreclosure Intervention. If you cannot locate a copy of the completed documents, we have enclosed another copy for you to complete and return to us in the enclosed envelope. We ask that you send us the requested information by **Thursday, July 21, 2011**, if you still desire to participate in the foreclosure intervention process. Alana Odom Williams, with whom you have exchanged correspondence, will be out of the office the remainder of this week. Therefore, if you have any questions, please contact me.

Additionally, we are in receipt of your May 4, 2011 correspondence in which you stated that you have not yet filed any counterclaims in the above-referenced action and, therefore, you believe the Motion to Dismiss to be unnecessary. If you continue to acknowledge that no counterclaims have been filed in this action, please confirm the same by signing the enclosed Consent Order Striking Reference to Counterclaims and returning it to us by **Thursday, July 21, 2011**. We will then file the same with the Court. Otherwise, we will have to move forward with the hearing scheduled for Monday, July 25, 2011 at 9:30 a.m.

Please contact us immediately if you have any questions.

Charles Taylor  
July 18, 2011  
Page 2

Very truly yours,

A handwritten signature in black ink, appearing to read "Sarah B. Nielsen". The signature is fluid and cursive, with a large loop at the end.

Sarah B. Nielsen

SBN:s  
Enclosures

STATE OF SOUTH CAROLINA )  
 ) IN THE COURT OF COMMON PLEAS  
COUNTY OF SUMTER ) THIRD JUDICIAL CIRCUIT

The Bank of New York Mellon f/k/a ) Civil Action No. 2011-CP-43-0167  
The Bank of New York, as trustee for )  
the benefit of Certificateholders of )  
Popular ABS, Inc. Mortgage Pass- )  
Through Certificates Series 2006-E, )

Plaintiff, )

vs. )

Charles Taylor; Burgess Brogdon Bldg. )  
Supply; Palmetto Health Alliance, )

Defendants. )

**CONSENT ORDER**  
**STRIKING REFERENCE TO**  
**COUNTERCLAIMS**

---

BEFORE THIS COURT is the Motion of Plaintiff The Bank of New York Mellon f/k/a The Bank of New York, as trustee for the benefit of Certificateholders of Popular ABS, Inc. Mortgage Pass-Through Certificates Series 2006-E ("Plaintiff") for an Order striking Defendant Charles Taylor's ("Defendant") reference to counterclaims in the Answer and Counterclaim filed on March 1, 2011. The pleading filed on March 1, 2011, is captioned as an Answer and Counterclaim and states that Defendant is asserting counterclaims for mortgage fraud and conspiracy to commit fraud against Plaintiff. Plaintiff moved to dismiss these counterclaims on April 1, 2011. The basis for the Plaintiff's present Motion is that Defendant stated in correspondence with Plaintiff, dated May 4, 2011, that he has not filed counterclaims against Plaintiff in the above-referenced action, and further stating that such counterclaims will be forthcoming.

THE COURT IS INFORMED that the Defendant has not yet asserted any counterclaims against Plaintiff and has agreed to strike reference to all counterclaims in his Answer and Counterclaim filed on March 1, 2011.

NOW THEREFORE, the Court hereby Orders that all references to counterclaims in the Answer and Counterclaim be stricken pursuant to Rule 12(f) of the South Carolina Rules of Civil Procedure.

**IT IS SO ORDERED.**

---

Hon. Marvin H. Dukes, III  
Master-in-Equity

**WE SO MOVE:**

**NELSON MULLINS RILEY &  
SCARBOROUGH**

By: \_\_\_\_\_

B. Rush Smith III  
Alana Odom Williams  
Sarah B. Nielsen  
1320 Main Street / 17<sup>th</sup> Floor  
Post Office Box 11070 (29211-1070)  
Columbia, SC 29201  
(803) 799-2000

*Attorneys for the Plaintiff*

Columbia, South Carolina  
\_\_\_\_\_, 2011

**I SO CONSENT:**

By: \_\_\_\_\_

Charles Taylor  
334 Myrtle Beach Highway  
Sumter, SC 29153

*Defendant, pro se*

Sumter, South Carolina  
\_\_\_\_\_, 2011

STATE OF SOUTH CAROLINA )  
 ) IN THE COURT OF COMMON PLEAS  
COUNTY OF SUMTER ) THIRD JUDICIAL CIRCUIT

The Bank of New York Mellon f/k/a ) Civil Action No. 2011-CP-43-0167  
The Bank of New York, as trustee for )  
the benefit of Certificateholders of )  
Popular ABS, Inc. Mortgage Pass- )  
Through Certificates Series 2006-E, )

Plaintiff, )

vs. )

Charles Taylor; Burgess Brogdon Bldg. )  
Supply; Palmetto Health Alliance, )

Defendants. )

**NOTICE OF MORTGAGOR'S  
RIGHT TO FORECLOSURE  
INTERVENTION PURSUANT TO  
S.C. SUPREME COURT  
ADMINISTRATIVE ORDER NO.  
2011-05-02-01**

**TO: Charles Taylor**

**1. You have a right to "Foreclosure Intervention."**

**As the Defendant in this case, you have a right to be considered for "Foreclosure Intervention" for the purpose of seeking a resolution of this foreclosure action.** "Foreclosure Intervention" means any policy, process or procedure employed by Plaintiff for the purpose of seeking a resolution of a foreclosure action. Depending on your loan and circumstances, you *may* qualify for Foreclosure Intervention.

**2. You have thirty (30) days to act, and if you fail or refuse to participate in the Foreclosure Intervention process, this foreclosure action will proceed.**

**If you fail or refuse to participate in the Foreclosure Intervention process within thirty (30) days of the date of service of this Notice, the foreclosure action will proceed. If you voluntarily elect not to participate in the Foreclosure**

Intervention process within thirty (30) days of the date of service of this Notice, this foreclosure action will proceed.

**3. To participate in the Foreclosure Intervention process, follow these instructions.**

If you want to participate in Foreclosure Intervention, sign and return the Request to Participate in Foreclosure Intervention that is enclosed with this letter and return it by mail to the following:

**Nelson Mullins Riley & Scarborough, LLP  
ATTN: Alana Odom Williams  
1320 Main Street/17<sup>th</sup> Floor  
Columbia, South Carolina 29201**

This is the law firm representing The Bank of New York Mellon. After the law firm receives your Request to Participate in Foreclosure Intervention, it will contact you requesting additional information.

You will be required to provide documents and records that will be used to evaluate your eligibility for foreclosure intervention.

After receiving all of the required documents and records, The Bank of New York Mellon will evaluate your eligibility and you will be notified about whether you qualify for a loan modification or other means of loss mitigation that could resolve the foreclosure action. If you qualify, The Bank of New York Mellon will propose an Agreement to be signed by the parties and filed with the Court.

**4. If you have any information or data that you would like for The Bank of New York Mellon to consider, please send it in with your Request to Participate in Foreclosure Intervention.**

If you would like The Bank of New York Mellon to consider any other information or data pertaining to your mortgage loan or personal circumstances, please send it with the Request to Participate in Foreclosure Intervention.

5. The Bank of New York Mellon cannot communicate with you directly about the Foreclosure Intervention process and foreclosure. It must communicate with you through its lawyers.

Under the South Carolina Supreme Court's Administrative Order 2011-05-02-01, The Bank of New York Mellon cannot communicate with you directly about Foreclosure Intervention or foreclosure, and you have the right to communicate with and otherwise deal with The Bank of New York Mellon through its attorneys, the law firm of Nelson Mullins Riley and Scarborough, L.L.P. ("Nelson Mullins"). Nelson Mullins does not represent you.

NELSON MULLINS RILEY & SCARBOROUGH LLP

By: 

James E. Brogdon, III  
SC Bar No. 79159  
E-Mail: james.brogdon@nelsonmullins.com  
1320 Main Street / 17th Floor  
Post Office Box 11070 (29211-1070)  
Columbia, SC 29201  
(803) 799-2000

*Attorneys for Attorneys for The Bank of New York Mellon f/k/a The Bank of New York, as trustee for the benefit of Certificateholders of Popular ABS, Inc. Mortgage Pass-Through Certificates Series 2006-E*

Columbia, South Carolina

June 7, 2011

STATE OF SOUTH CAROLINA )

COUNTY OF SUMTER )

IN THE COURT OF COMMON PLEAS  
THIRD JUDICIAL CIRCUIT

The Bank of New York Mellon f/k/a )  
The Bank of New York, as trustee for )  
the benefit of Certificateholders of )  
Popular ABS, Inc. Mortgage Pass- )  
Through Certificates Series 2006-E, )

Plaintiff, )

vs. )

Charles Taylor; Burgess Brogdon Bldg. )  
Supply; Palmetto Health Alliance, )

Defendant. )

Civil Action No. 2011-CP-43-0167

**REQUEST TO PARTICIPATE IN  
FORECLOSURE INTERVENTION**

I hereby elect to participate in the Foreclosure Intervention process. I agree to provide any and all documents required to evaluate my eligibility for foreclosure intervention, and I authorize the law firm of Nelson Mullins Riley & Scarborough LLP to communicate with me by telephone, mail, email and any other means regarding the Foreclosure Intervention process.

\_\_\_\_\_  
Charles Taylor

This Request for Foreclosure Intervention should be returned to:

**Nelson Mullins Riley & Scarborough, LLP**  
**ATTN: Alana Odom Williams**  
**1320 Main Street/17<sup>th</sup> Floor**  
**Columbia, South Carolina 29201**

# **Exhibit D**

**(07/25/11 Letter from C. Taylor)**

JULY 25, 2011

MRS. SARA B. NIELSEN  
ATTORNEY AT LAW OF  
NELSON MULLINS RILEY  
& SCARBOROUGH, LLP.  
1320 Main Street/17<sup>th</sup> Floor  
Columbia, S.C. 29201

CHARLES TAYLOR  
P.O. Box 3652  
Sumter, S.C. 29151

RE: C/A NO: 11-CP-43-0167

Re: your file no: 36266/01512

RE: Hearing of 7/25/11 Before The Honorable George C. James, Jr., Presiding

Re: Foreclosure Intervention Pursuant To S.C Supreme Court Administrative Order No:  
2011-05-02-01

DEAR MRS. NIELSEN:

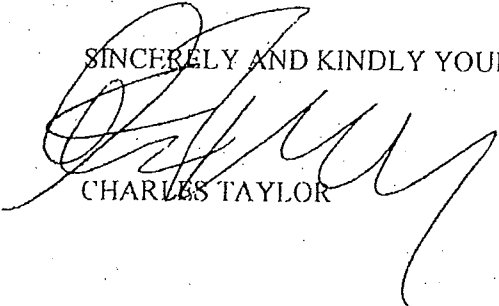
It was nice meeting you on Monday. Rather than sending you a re-signed copy of the old mortgage intervention package, I believe it better to take the time, (up to 30 days from today), and gather all the information together again, and do it anew again.

Accordingly, I will have the new package that you sent me again (last), completed and back to you on or before the 30 days have expired from today. I believe this is in line with the gist of the court's instructions, after your offer to the court for such 30 day from today, for me to complete your last package and get same back to you again, due to the first one being misplaced somehow.

If I am somehow in error as to the above, please promptly let me know. Otherwise, I will have the 2<sup>nd</sup> subject mortgage intervention package completed and back to you on or before 30 days from today.

Hopefully, this process, when all done, will amicably resolve the problem. Thus my believing it wise to take the time and get it right, so I will start all over again.

SINCERELY AND KINDLY YOURS,

  
CHARLES TAYLOR

# **Exhibit E**

**(08/01/11 Letter from S. Nielsen)**

# Nelson Mullins

Nelson Mullins Riley & Scarborough LLP  
Attorneys and Counselors at Law  
1320 Main Street / 17th Floor / Columbia, SC 29201  
Tel: 803.799.2000 Fax: 803.255.5943  
www.nelsonmullins.com

Sarah B. Nielsen  
Tel: 803.255.9284  
Fax: 803.255.5943  
sarah.nielsen@nelsonmullins.com

August 1, 2011

Via Certified Mail

Charles Taylor  
334 Myrtle Beach Highway  
Sumter, SC 29153

RE: The Bank of New York Mellon f/k/a The Bank of NY v. Charles Taylor, et al.  
Civil Action No. 11-CP-43-0167  
Our File No. 36266/01512

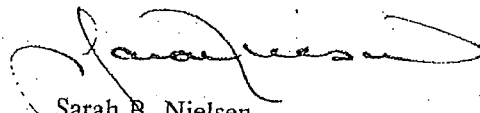
Dear Mr. Taylor:

We are writing in response to your July 25, 2011 letter in which you requested thirty (30) days to complete and resubmit the Request to Participate in Foreclosure Intervention and workout package originally provided to you on June 7, 2011, and again on July 18, 2011. With the additional time to complete the package, we calculate your deadline to submit the documentation as **Wednesday, August 24, 2011**. If we do not receive your signed Request to Participate in Foreclosure Intervention and completed workout package on or before that date, we will file a Certification of Compliance with the Court pursuant to S.C. Admin. Order No. 2011-05-02-01, stating that you "failed, refused, or voluntarily elected not to participate in any foreclosure intervention process."

Additionally, because we are providing you with an additional thirty (30) days to complete and resubmit your request to participate, we are considering your written discovery served on July 18, 2011, stayed pending resolution of the foreclosure intervention process.

If you have any questions, please contact us as soon as possible.

Very truly yours,



Sarah B. Nielsen

# **Exhibit F**

**(08/24/11 Letter from S. Nielsen)**

# Nelson Mullins

Nelson Mullins Riley & Scarborough LLP  
Attorneys and Counselors at Law  
1320 Main Street / 17th Floor / Columbia, SC 29201  
Tel: 803.799.2000 Fax: 803.255.5943  
www.nelsonmullins.com

Sarah B. Nielsen  
Tel: 803.255.9284  
Fax: 803.255.5943  
sarah.nielsen@nelsonmullins.com

August 24, 2011

Via U.S. Mail

Charles Taylor  
334 Myrtle Beach Highway  
Sumter, SC 29153

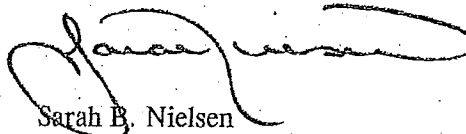
RE: The Bank of New York Mellon f/k/a The Bank of NY v. Charles Taylor, et al.  
Civil Action No. 11-CP-43-0167  
Our File No. 36266/01512

Dear Mr. Taylor:

We are writing to confirm that we received your request to participate in foreclosure intervention on Tuesday, August 23, 2011, and that we have forwarded the completed workout package to our client for review. If our client needs additional documentation or information, we will contact you regarding the same. Upon receipt of your request to participate in the foreclosure intervention process, this matter is stayed pending resolution thereof by S.C. Supreme Court Administrative Order No. 2011-05-02-01.

If you have any questions, please contact us as soon as possible.

Very truly yours,



Sarah B. Nielsen

# **Exhibit G**

**(08/25/11 Letter from S. Nielsen)**

# Nelson Mullins

Nelson Mullins Riley & Scarborough LLP  
Attorneys and Counselors at Law  
1320 Main Street / 17th Floor / Columbia, SC 29201  
Tel: 803.799.2000 Fax: 803.255.5943  
www.nelsonmullins.com

Sarah B. Nielsen  
Tel: 803.255.9284  
Fax: 803.255.5943  
sarah.nielsen@nelsonmullins.com

August 25, 2011

Via U.S. Mail

Charles Taylor  
334 Myrtle Beach Highway  
Sumter, SC 29153

RE: The Bank of New York Mellon f/k/a The Bank of NY v. Charles Taylor, et al.  
Civil Action No. 11-CP-43-0167  
Our File No. 36266/01512

Dear Mr. Taylor:

We want to follow up with you on the documents you submitted relative to your request to participate in foreclosure intervention. We submitted the documents to our client for an initial review by the loss mitigation department. After reviewing the documents, our client is requesting the following additional information:

1. Current social security benefit award letter.

In order to properly analyze your request for a loan modification, our client needs this additional documentation. Please let us know if there are any questions regarding the request, and, if not please return the requested documentation to us by **September 2, 2011**.

If additional documentation is needed, we will let you know.

Very truly yours,



Sarah B. Nielsen

# **Exhibit H**

**(08/30/11 Letter from C. Taylor)**

AUGUST 30, 2011

MRS SARA B NIELSEN  
ATTORNEY AT LAW OF  
NELSON MULLINS RILEY  
& SCARBOROUGH LLP  
1320 MAIN STREET  
17TH FLOOR  
COLUMBIA SC 29201

CHARLES TAYLOR  
PO BOX 3652  
SUMTER SC 29151

RE: C/A NO: 11-CP-43-0167  
re: your file no: 36266/01512  
RE: Foreclosure Intervention

DEAR MRS NIELSEN:

Per your letter to me dated August 25, 2011, requesting a current social security benefit award letter, please find that attached hereto and also, for good measure, my annuity payment per year receipt is attached also. Both of which are listed as my income in the completed package sent earlier.

Again, please don't hesitate to let me know of any other questions needing answers and/or information needed.

SINCERELY AND KINDLY YOURS,



CHARLES TAYLOR

w/2 documents attached

1 ss benefits award letter  
2 annuity payment receipt

P.S.

Please advise, in regards to the court schedule attached.

STATE OF  
SOUTH CAROLINA

NOTICE OF MOTION SCHEDULING

August 03, 2011



Motion "CPMOTH - Pltff Mtn Dism Counterclaim" for Case:  
2011CP4300167 - Bank Of New York Mellon VS Charles Taylor ,  
defendant, et al has been added to the following Motions Roster:

8 - One day Motions/Tuesday/September 6, 2011

This hearing of this motion has been scheduled for Tuesday, September  
6, 2011 at 2:00 pm.

Your case has been placed on the Motions Roster for Tuesday, September 6, 2011 in Room  
211 on the second floor of the Sumter County Courthouse. The Honorable W. Jeffrey Young  
will be presiding over this term of Motion Hearings. All cases on the Roster are subject to  
trial. ~~Any request for a continuance is considered a Motion and requires a \$25.00 Motion fee~~  
paid at the time of the request. Requests must be made no later than one week prior to the  
hearing. If your motion has been resolved, please notify us immediately in writing to  
ggoff@sumtercountysc.org or fax 803-436-2223. Please check the online roster daily, as  
cases are settled or continued, your case will move up in it's time slot. The Roster is available  
at [www.sumtercountysc.org](http://www.sumtercountysc.org) - Click on Online Services, then Judicial Court Records Search  
and then choose your Court Roster.

Mail Notice To:

Charles Taylor  
334 Myrtle Beach Highway  
  
Sumter, SC 29223

Court Info:

Sumter County Common Pleas  
141 N. Main St., Rm 308  
  
Sumter, SC 29150-9150

If you have any questions regarding the scheduling of this motion, please contact the courts at:

(803)436-2227

Respectfully,

A handwritten signature in cursive script that reads "James C. Campbell".

James C. Campbell  
Clerk of Court

# **Exhibit I**

**(08/30/12 Letter from S. Nielsen)**

# Nelson Mullins

Nelson Mullins Riley & Scarborough LLP  
Attorneys and Counselors at Law  
1320 Main Street / 17th Floor / Columbia, SC 29201  
Tel: 803.799.2000 Fax: 803.255.5943  
www.nelsonmullins.com

Sarah B. Nielsen  
Tel: 803.255.9284  
Fax: 803.255.5943  
sarah.nielsen@nelsonmullins.com

\*\*\* SUBJECT TO S.C. R. EVID. 408 - FOR SETTLEMENT PURPOSES ONLY \*\*\*

August 30, 2012.

## Via Certified Mail

Charles Taylor  
334 Myrtle Beach Highway  
Sumter, SC 29153

Certified Article Number

7196 9008 9111 2718 2022

SENDERS RECORD

RE: The Bank of New York Mellon f/k/a The Bank of NY v. Charles Taylor, et al.  
Civil Action No. 11-CP-43-0167  
Our File No. 36266/01512

Dear Mr. Taylor:

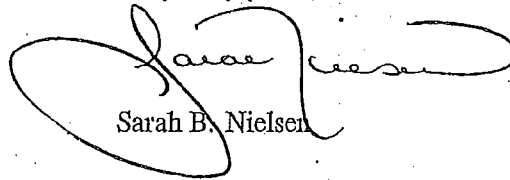
We are writing in regard to the status of foreclosure intervention pursuant to the South Carolina Supreme Court's Administrative Order No. 2011-05-02-01, in the above-referenced matter. The current servicer of your loan, Ocwen Loan Servicing, LLC ("Ocwen"), is willing to settle your claims and the foreclosure action with a loan modification agreement. Please understand that this current offer does not represent the final and complete terms of any settlement agreement. This is merely a summary of the offer, and we are presenting this offer to you in this letter simply to gauge whether you are interested in a loan modification to resolve this matter. Any settlement of this dispute must be memorialized in a settlement agreement and release that is mutually acceptable among all parties and requires clear title to the subject property.

Specifically, Ocwen will provide you with a loan modification, with a new unpaid principal balance of \$54,821.79 and a fixed interest rate of 3.66% for the rest of the loan term period. Please note that this interest rate is significantly lower than your previous note rate of 10.5300%. A down payment in the amount of \$378.90 would be due by September 21, 2012, after which the first modified PITI payment of \$378.90 (Principal and Interest = \$286.31, Taxes and Insurance = \$92.59) would begin from November 1, 2012. Please note that the above-referenced loan modification option is subject to you executing proper documents releasing Ocwen and the Plaintiff from any liability and settling any prior, present or future claims in full. As noted above, modification is also subject to clear title to the subject property.

Charles Taylor  
August 30, 2012  
Page 2

After you have had an opportunity to review this offer, we request that you provide us with a written response as to whether you are accepting or rejecting this offer by Monday, September 10, 2012, at which time this offer will expire. Please let us know immediately if you have further questions regarding this matter. Additionally, because we are continuing to work through the foreclosure intervention process, we have had the hearing scheduled for September 4, 2012, removed from the roster.

Very truly yours,

A handwritten signature in black ink, appearing to read "Sarah B. Nielsen". The signature is fluid and cursive, with a large loop at the beginning and a long horizontal stroke at the end.

Sarah B. Nielsen

SBN:s

# **Exhibit J**

**(09/07/12 Letter from C. Taylor)**

September 7, 2012

Mrs. Sara B. Nielsen  
ATTORNEY AT LAW  
@ NELSON MULLINS ETC. LLP.  
1320 Main Street  
17<sup>th</sup> Floor  
Columbia SC 29201

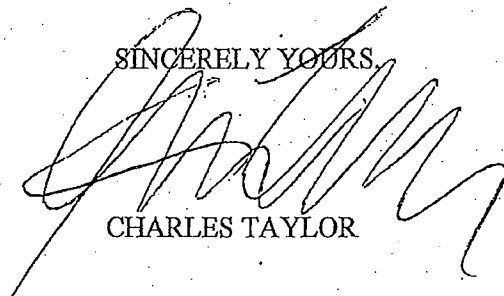
CHARLES TAYLOR  
PO Box 3652  
Sumter SC 29151

Re: The Bank of New York Mellon f/k/a The Bank of New York v. Charles Taylor, et al.  
C/A No: 11-CP-43-0167  
Your File No: 36266/01512

Dear Mrs. Nielsen:

I received your letter dated 8/30/12. However, I regret that I cannot give you a reply until you answer my previous question, which is again, besides the client RE: in your letter, who among the other parties I have sued, that you represent, if any of them? As soon as you reply, then I can answer your last letter to me.

SINCERELY YOURS,

A handwritten signature in black ink, appearing to read 'Charles Taylor', written over the typed name.

CHARLES TAYLOR

# **Exhibit K**

**(09/11/12 Letter from S. Nielsen)**

# Nelson Mullins

Nelson Mullins Riley & Scarborough LLP  
Attorneys and Counselors at Law  
1320 Main Street / 17th Floor / Columbia, SC 29201  
Tel: 803.799.2000 Fax: 803.255.5943  
www.nelsonmullins.com

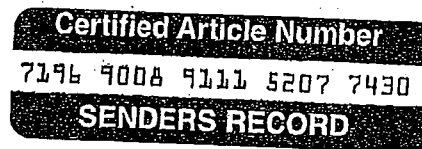
Sarah B. Nielsen  
Tel: 803.255.9284  
Fax: 803.255.5943  
sarah.nielsen@nelsonmullins.com

\*\*\* SUBJECT TO S.C. R. EVID. 408 - FOR SETTLEMENT PURPOSES ONLY \*\*\*

September 11, 2012

Via Certified & U.S. Mail

Charles Taylor  
334 Myrtle Beach Highway  
Sumter, SC 29153



RE: The Bank of New York Mellon f/k/a The Bank of NY v. Charles Taylor, et al.  
Civil Action No. 11-CP-43-0167  
Our File No. 36266/01512

Dear Mr. Taylor:

We are writing in regard to your correspondence dated September 7, 2012, in which you request which parties we represent in the above-referenced foreclosure action. As indicated in the enclosed Consent Order for Substitution of Counsel, our law firm, Nelson Mullins Riley & Scarborough LLP, represents the Plaintiff, The Bank of New York Mellon f/k/a the Bank of New York, as trustee for the benefit of the Certificateholders of Popular ABS, Inc. Mortgage Pass-Through Certificate Series 200-E. Based on our review of the public case index in Sumter County and the documents on file with the Clerk of Court, you have not sued any other entities. Rather, our client brought the instant foreclosure action against you, you filed counterclaims, and we are now attempting to resolve this matter with the below-referenced loan modification terms.

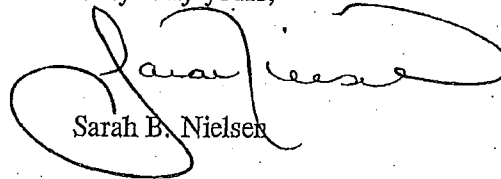
As we previously outlined, the current servicer of your loan, Ocwen Loan Servicing, LLC ("Ocwen"), is willing to settle your claims and the foreclosure action with a loan modification agreement. Please understand that this current offer does not represent the final and complete terms of any settlement agreement. This is merely a summary of the offer, and we are presenting this offer to you in this letter simply to gauge whether you are interested in a loan modification to resolve this matter. Any settlement of this dispute must be memorialized in a settlement agreement and release that is mutually acceptable among all parties and requires clear title to the subject property.

Charles Taylor  
September 11, 2012  
Page 2

Specifically, Ocwen will provide you with a loan modification, with a new unpaid principal balance of \$54,821.79 and a fixed interest rate of 3.66% for the rest of the loan term period. Please note that this interest rate is significantly lower than your previous note rate of 10.5300%. A down payment in the amount of \$378.90 would be due by September 21, 2012, after which the first modified PITI payment of \$378.90 (Principal and Interest = \$286.31, Taxes and Insurance = \$92.59) would begin from November 1, 2012. Please note that the above-referenced loan modification option is subject to you executing proper documents releasing Ocwen and the Plaintiff from any liability and settling any prior, present or future claims in full. As noted above, modification is also subject to clear title to the subject property.

After you have had an opportunity to review this offer, we request that you provide us with a written response as to whether you are accepting or rejecting this offer by Monday, September 17, 2012. If a response is not received at that time, this offer will expire.

Very truly yours,

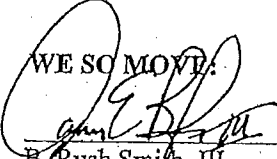


Sarah B. Nielsen

SBN:s  
Enclosure

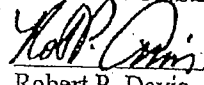


WE SO MOVE:

  
B. Rush Smith, III  
James E. Brogdon, III  
NELSON MULLINS RILEY &  
SCARBOROUGH LLP  
1320 Main Street / 17th Floor  
Post Office Box 11070 (29211)  
Columbia, SC 29201  
(803) 799-2000

3/22, 2011

WE SO CONSENT:

  
Robert P. Davis  
ROGERS TOWNSEND &  
THOMAS, PC  
220 Executive Center Dr., Suite 109  
Post Office Box 100200  
Columbia, SC 29202  
(803) 744-4444

3/21, 2011

RECORDED  
CERTIFICATE OF SERVICE  
2011 MAR 25 PM 12:18

JAMES J. CAMPBELL  
CLERK OF COURT  
SUMTER COUNTY, S.C.

I, the undersigned Administrative Assistant of the law offices of Nelson Mullins Riley & Scarborough LLP, attorneys for plaintiff, do hereby certify that I have served all parties in this action with a copy of the pleading(s) hereinbelow specified by mailing a copy of the same by United States Mail, postage prepaid, to the following address(es):

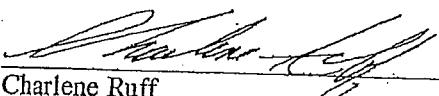
Pleadings:

CONSENT ORDER FOR SUBSTITUTION OF COUNSEL

Parties Served:

Charles Taylor, *pro se defendant*  
334 Myrtle Beach Highway  
Sumter, SC 29153

S. Nelson Weston, Jr., Esquire  
Richardson Plowden  
P.O. Drawer 7788  
Columbia, SC 29202

  
Charlene Ruff  
Administrative Assistant

March 20, 2011

STATE OF SOUTH CAROLINA  
COUNTY OF SUMTER

IN THE COURT OF COMMON PLEAS  
THIRD JUDICIAL CIRCUIT

RECORDED

2011 MAR 25 PM 12:18  
CASE NO. 2011-CP-43-0167

The Bank of New York Mellon, f/k/a the Bank  
of New York, etc.

JAMES C. CARROLL  
CLERK OF COURT  
SUMTER COUNTY, SC

MOTION AND ORDER INFORMATION

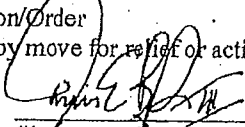
Plaintiff,

FORM AND COVERSHEET

vs.

Charles Taylor, et al.

Defendant.

Plaintiff's Attorney: James E. Brogdon, III, Bar No. <u>79159</u> Address: Nelson Mullins, P.O. Box 11070, Columbia, SC 29211 Phone: 803.255. 5549 Fax 803.256.7500 E-mail: james.brogdon@nelsonmullins.com Other:	Defendant's Attorney: Charles Taylor, pro se defendant, Bar No. _____ Address: 334 Myrtle Beach Highway, Sumter, SC 29153 Phone: _____ Fax _____ E-mail: _____ Other: _____
<input type="checkbox"/> MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III) <input type="checkbox"/> FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III) <input checked="" type="checkbox"/> PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)	
SECTION I: Hearing Information	
Nature of Motion: _____ Estimated Time Needed: _____ Court Reporter Needed: <input type="checkbox"/> YES/ <input type="checkbox"/> NO	
SECTION II: Motion/Order Type	
<input type="checkbox"/> Written motion attached <input checked="" type="checkbox"/> Form Motion/Order I hereby move for relief or action by the court as set forth in the attached proposed order.  Signature of Attorney for <input checked="" type="checkbox"/> Plaintiff / <input type="checkbox"/> Defendant March 22, 2011 Date submitted	
SECTION III: Motion Fee	
<input checked="" type="checkbox"/> PAID - AMOUNT: \$ <u>25.00</u> <input type="checkbox"/> EXEMPT: (check reason) <input type="checkbox"/> Rule to Show Cause in Child or Spousal Support <input type="checkbox"/> Domestic Abuse or Abuse and Neglect <input type="checkbox"/> Indigent Status <input type="checkbox"/> State Agency v. Indigent Party <input type="checkbox"/> Sexually Violent Predator Act <input type="checkbox"/> Post-Conviction Relief <input type="checkbox"/> Motion for Stay in Bankruptcy <input type="checkbox"/> Motion for Publication <input type="checkbox"/> Motion for Execution (Rule 69, SCRCP) <input type="checkbox"/> Proposed order submitted at request of the court; or, reduced to writing from motion made in open court per judge's instructions Name of Court Reporter: _____ <input type="checkbox"/> Other: _____	
JUDGE'S SECTION	
<input type="checkbox"/> Motion Fee to be paid upon filing of the attached order. <input type="checkbox"/> Other:	JUDGE CODE _____ Date: _____

CLERK'S VERIFICATION

Collected by: \_\_\_\_\_ Date Filed: \_\_\_\_\_

MOTION FEE COLLECTED: \$ \_\_\_\_\_

CONTESTED - AMOUNT DUE: \$ \_\_\_\_\_

SCCA 233 (11/2003)

# **Exhibit L**

**(09/14/12 Letter from C. Taylor)**

September 14, 2012

Mrs. Sara B. Nielsen  
ATTORNEY AT LAW  
@ NELSON MULLINS ETC. LLP.  
1320 Main Street  
17<sup>th</sup> Floor  
Columbia SC 29201

CHARLES TAYLOR  
PO Box 3652  
Sumter SC 29151

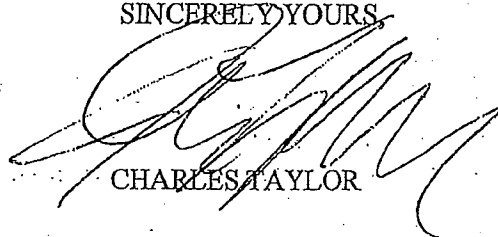
Re: The Bank of New York Mellon f/k/a The Bank of New York v. Charles Taylor, et al.;  
& Taylor v. The Bank of New York Mellon f/k/a The Bank of New York, et al., [including],  
Equity One Mortgage, Inc., Popular Mortgage, Inc., & Litton Loan Servicing, Inc.;  
C/A No: 11-CP-43-0167  
Your File No: 36266/01512

Dear Mrs. Nielsen:

I received your letter dated 9/11/12, with the clarity that you-your firm represent only the above plaintiff, specifically as shown in initial complaint. Just for your information, not only did I counter sued your client, but other third party entities as shown above and have the filed pleadings to prove it, regardless to what your public index research show, or don't show.

But let's hope it all becomes a moot point, as I am ready to accept a modification settlement, but the \$54, 821.79 is an incorrect figure as to what I actually owe and this figure will have to be corrected, and all else sounds good and looks acceptable to resolving the matter.

SINCERELY YOURS,



CHARLES TAYLOR

# **Exhibit M**

**(09/19/12 Letter from S. Nielsen)**

# Nelson Mullins

Nelson Mullins Riley & Scarborough LLP  
Attorneys and Counselors at Law  
1320 Main Street / 17th Floor / Columbia, SC 29201  
Tel: 803.799.2000 Fax: 803.255.5943  
www.nelsonmullins.com

Sarah B. Nielsen  
Tel: 803.255.9284  
Fax: 803.255.5943  
sarah.nielsen@nelsonmullins.com

\*\*\* SUBJECT TO S.C. R. EVID. 408 – FOR SETTLEMENT PURPOSES ONLY \*\*\*

September 19, 2012

## Via Federal Express & U.S. Mail

Charles Taylor  
334 Myrtle Beach Highway  
Sumter, SC 29153

RE: The Bank of New York Mellon f/k/a The Bank of NY v. Charles Taylor, et al.  
Civil Action No. 11-CP-43-0167  
Our File No. 36266/01512

Dear Mr. Taylor:

We are writing to follow-up on your correspondence dated September 14, 2012, in which you state that you are accepting the loan modification to settle this matter, but claim the \$54,821.79 principal balance figure is incorrect. This figure is not incorrect, as it is the new unpaid principal balance that Ocwen Loan Servicing, LLC ("Ocwen") is willing to accept to resolve this matter. In fact, this new unpaid principal balance is less than what you actually owe pursuant to the terms of your Note. Without the proposed loan modification, you have a current unpaid principal balance of \$43,870.89, plus the total reinstatement amount of \$12,316.10, which you would have to pay to bring your loan current. As you can see, the new unpaid principal balance of \$54,821.79, that Ocwen is willing to accept to resolve this matter, is *less than* the total amount that you actually owe, \$56,186.99 (\$43,870.89 + \$12,316.10).

Please note that, based on the above, this new unpaid principal balance does not need to be corrected and, therefore, the down payment in the amount of \$378.90 is still due on September 21, 2012. Please forward the down payment if you are accepting the loan modification terms outlined. Thereafter, the first modified PITI payment of \$378.90 (Principal and Interest = \$286.31, Taxes and Insurance = \$92.59) will begin from November 1, 2012.

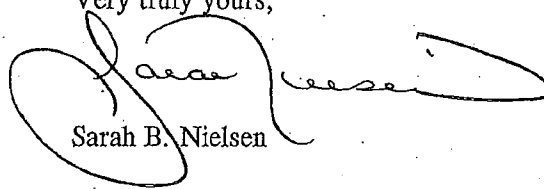
The loan modification option is subject to you executing proper documents releasing Ocwen and the Plaintiff from any liability and settling any prior, present or future claims in full. As noted above, modification is also subject to clear title to the subject property. If the down

Charles Taylor  
September 19, 2012  
Page 2

payment is received, we will forward the final settlement and modification documents to you for your execution. This settlement and loan modification are not complete until all documents are executed and received by us.

If you have any questions, please contact us immediately.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Sarah B. Nielsen". The signature is written in black ink and is positioned above the printed name.

Sarah B. Nielsen

SBN:s

# **Exhibit N**

**(09/21/12 Letter from C. Taylor)**

September 21, 2012

Mrs. Sara B. Nielsen  
ATTORNEY AT LAW  
@ NELSON MULLINS ETC. LLP.  
1320 Main Street  
17<sup>th</sup> Floor  
Columbia SC 29201

CHARLES TAYLOR  
PO Box 3652  
Sumter SC 29151

Re: The Bank of New York Mellon f/k/a The Bank of New York v. Charles Taylor, et al.; & Taylor v. The Bank of New York Mellon f/k/a The Bank of New York, et al., [including] Equity One Mortgage, Inc., Popular Mortgage, Inc., & Litton Loan Servicing, Inc.;  
C/A No: 11-CP-43-0167  
Your File No: 36266/01512

Dear Mrs. Nielsen:

I received your letter dated 9/19/12, and have just a few questions to be clear, that I must have answers to quickly, if you don't mind. I know that it seems you are in a hurry but this must be done right because there is no backing up for me once it is done and I am sure you want it done right also above all else.

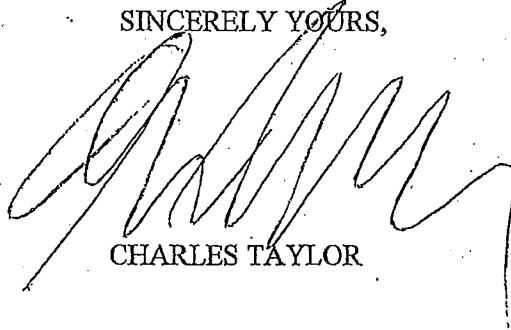
**First Question:** Is this a modification or a simple refinance; because I see the monthly payment to be the same as before? I was hoping that a modification would make that lower.

**Second Question:** Not the servicer, but who are the present mortgage company and will it be they who will be doing the modification or refinancing?

**Third Question:** You keep saying, "clear title to the property"; everything in that regards will be the same as it was before. Whatever title is presently held, why would that change if it is the same as it was before? I need you to make this clear as to why anything would change in these regards. If it's a modification, explain in that regards—title as presently held & titles as you said would need to be. Then explain in regards if a straight refinancing deal; title as presently held & title as you said would need to be.

**Fourth Question:** Again, not the servicer because I see clearly who that presently is; **[Owen]**; but otherwise it is extremely important you give me correct present mortgage holder & whether that will be same with modification; whether that will be same if it's a refinancing deal. I need to know who I will be dealing with in these regards. I hope you understand why these questions I need answers to, so we can quickly proceed.

SINCERELY YOURS,

A handwritten signature in black ink, appearing to read 'Charles Taylor', written in a cursive style.

CHARLES TAYLOR

# **Exhibit O**

**(09/25/12 Letter from S. Nielsen)**

# Nelson Mullins

Nelson Mullins Riley & Scarborough LLP  
Attorneys and Counselors at Law  
1320 Main Street / 17th Floor / Columbia, SC 29201  
Tel: 803.799.2000 Fax: 803.255.5943  
www.nelsonmullins.com

Sarah B. Nielsen  
Tel: 803.255.9284  
Fax: 803.255.5943  
sarah.nielsen@nelsonmullins.com

**\*\*\* SUBJECT TO S.C. R. EVID. 408 - FOR SETTLEMENT PURPOSES ONLY \*\*\***

September 25, 2012

## Via Federal Express & U.S. Mail

Charles Taylor  
334 Myrtle Beach Highway  
Sumter, SC 29153

RE: The Bank of New York Mellon f/k/a The Bank of NY v. Charles Taylor, et al.  
Civil Action No. 11-CP-43-0167  
Our File No. 36266/01512

Dear Mr. Taylor:

We are writing in regard to your correspondence dated September 21, 2012, in which you outline a series of questions. Each of these questions is addressed below:

1. While the current monthly payment may not be lower under the terms of the proposed loan modification, it is a modification of the loan in that it changes the terms of the loan and outlines a new unpaid principal balance of \$54,821.79, and covers the total amount required to reinstate your loan. As you will recall, you have not made a payment on your loan since August 2010—over two years ago. Additionally, under the proposed terms, your interest rate is reduced.
2. Ocwen and the Current Investor will be parties to the loan modification.
3. In referencing clear title, the settlement documents will require clear title as a condition of settlement. Basically, settlement will not occur, if something prevents the modified loan from being the first priority lien on the property.
4. As previously outlined, because Ocwen services your loan, your monthly payments will be made to Ocwen. The current holder of your note has not changed and is the Plaintiff in the foreclosure action, The Bank of New York Mellon f/k/a The Bank of

Charles Taylor  
September 25, 2012  
Page 2

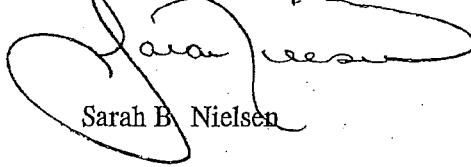
New York, as trustee for the benefit of Certificateholders of Popular ABS, Inc.  
Mortgage Pass-Through Certificates Series 2006-E.

Having answered your questions, please let us know immediately if we should draft settlement documents.

Again, the loan modification option is subject to you executing proper documents releasing Ocwen and the Plaintiff from any liability and settling any prior, present or future claims in full. As noted above, modification is also subject to clear title to the subject property. If the down payment is received, we will forward the final settlement and modification documents to you for your execution. This settlement and loan modification are not complete until all documents are executed and received by us.

If you have any questions, please contact us immediately.

Very truly yours,



Sarah B. Nielsen

SBN:s

# **Exhibit P**

**(09/27/12 Letter from C. Taylor)**

September 27, 2012

Mrs. Sara B. Nielsen  
ATTORNEY AT LAW  
@ Nelson Mullins Riley LLP  
1320 Main Street  
17th Floor  
Columbia SC 29201

Charles Taylor  
PO Box 3652  
Sumter SC 29151

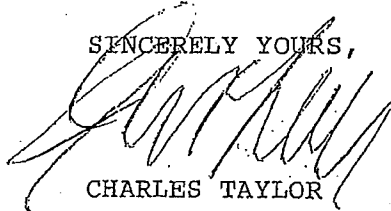
Re: The Bank of New York Mellon f/k/a The Bank of New York  
v. Charles Taylor, et al; &  
Taylor v. The Bank of New York Mellon f/k/a The Bank of  
New York, et al; (including), Equity One Mortgage, Inc.,  
Popular Mortgage, Inc., & Litton Loan Servicing, Inc.;  
C/A No: 11-CP-43-0167  
Your File No: 36266/01512

DEAR MRS. NIELSEN:

I received your letter dated 9/25/12 and are mostly satisfied with the answers to my previous questions; except; I am still a lil confuse as to, (1).Modification v. Simple Refinancing, as to which is it, because i thought a modification would involve mainly just payment-interest rate lowering, and possibly some principal reduction. Your offer it appears, offers only refinancing at about market rates, and basically nothing more; in exchange for my giving up my right to all issues raised in my answer and counter claim-cross claim against all the subject parties.

Thus I am contemplating simply paying back what i got, in a payoff, and be finish with your client; except proceeding with my claim against them and the others as stated; excluding OWEN of course, unless they give me cause against them.

SINCERELY YOURS,

  
CHARLES TAYLOR

cc:

# **Exhibit Q**

**(10/05/12 Letter from S. Nielsen)**

# Nelson Mullins

Nelson Mullins Riley & Scarborough LLP  
Attorneys and Counselors at Law  
1320 Main Street / 17th Floor / Columbia, SC 29201  
Tel: 803.799.2000 Fax: 803.255.5943  
www.nelsonmullins.com

Sarah B. Nielsen  
Tel: 803.255.9284  
Fax: 803.255.5943  
sarah.nielsen@nelsonmullins.com

\*\*\* SUBJECT TO S.C. R. EVID. 408 - FOR SETTLEMENT PURPOSES ONLY \*\*\*

October 5, 2012

## Via Federal Express & U.S. Mail

Charles Taylor  
334 Myrtle Beach Highway  
Sumter, SC 29153

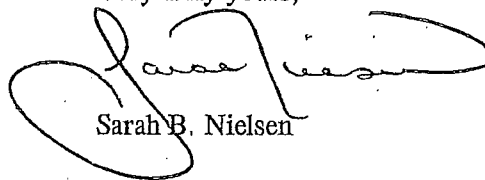
RE: The Bank of New York Mellon f/k/a The Bank of NY v. Charles Taylor, et al.  
Civil Action No. 11-CP-43-0167  
Our File No. 36266/01512

Dear Mr. Taylor:

We are writing in regard to your correspondence dated September 27, 2012. As previously indicated, the proposal offered is one for a loan modification, with the terms as outlined. A modification merely "modifies" the terms of your existing payment obligations, whereas a refinance would involve the creation of an entirely new obligation, with a new application, completion of documents, a loan closing and payment of fees, by you, to go to settlement. Thus, the fees that you would incur with refinancing the debt are not incurred with this modification proposal.

If you are rejecting this proposal, please notify us of the same by **October 11, 2012**. Additionally, please confirm that you are not interested in a deed in lieu or short sale, so that we may proceed with certifying compliance with the Administrative Order and scheduling a hearing on the pending motions. If you are still interested in the modification proposal, please contact me as soon as possible, but no later than **October 11, 2012**.

Very truly yours,



Sarah B. Nielsen

SBN:s

# **Exhibit R**

**(10/10/12 Letter from C. Taylor)**

October 10, 2012

Mrs. Sara B. Nielsen  
ATTORNEY AT LAW  
@ Nelson Mullins Riley LLP  
1320 Main Street  
17th Floor  
Columbia SC 29201

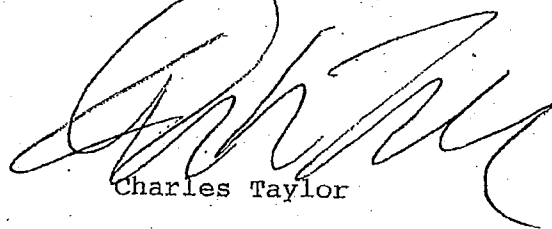
Charles Taylor  
PO Box 3652  
Sumter SC 29151

Re: The Bank of New York Mellon f/k/a The Bank of New York  
v. Charles Taylor, et al; &  
Taylor v. The Bank of New York Mellon f/k/a The Bank of  
New York, et al; (including), Equity One Mortgage, Inc.,  
Popular Mortgage, Inc., & Litton Loan Servicing, Inc.;  
C/A No: 11-CP-43-0167  
Your File No: 36266/01512

DEAR MRS. NIELSEN:

Answering your correspondence of October 5, 2012. I am interested in the modification as explained in that letter. I would ask that the total monthly, \$378.90 payment before, be below \$300.00 with the modification, and 1st payment be due first month of 2013. With these, you can prepare and send the documentations for my signing.

Sincerely Yours,



Charles Taylor



# **Exhibit S**

**(10/23/12 Letter from S. Nielsen)**

# Nelson Mullins

Nelson Mullins Riley & Scarborough LLP  
Attorneys and Counselors at Law  
1320 Main Street / 17th Floor / Columbia, SC 29201  
Tel: 803.799.2000 Fax: 803.255.5943  
www.nelsonmullins.com

Sarah B. Nielsen  
Tel: 803.255.9284  
Fax: 803.255.5943  
sarah.nielsen@nelsonmullins.com

\*\*\* SUBJECT TO S.C. R. EVID. 408 - FOR SETTLEMENT PURPOSES ONLY \*\*\*

October 23, 2012

## Via Federal Express & U.S. Mail

Charles Taylor  
334 Myrtle Beach Highway  
Sumter, SC 29153

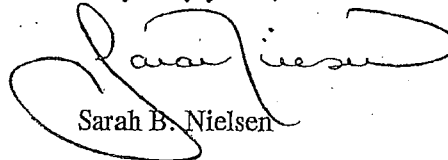
RE: The Bank of New York Mellon f/k/a The Bank of NY v. Charles Taylor, et al.  
Civil Action No. 11-CP-43-0167  
Our File No. 36266/01512

Dear Mr. Taylor:

We are writing in response to your letter dated October 10, 2012, and to notify you that your proposal of a \$300.00 monthly mortgage payment not beginning until January 1, 2013 is being rejected by Ocwen Loan Servicing, LLC ("Ocwen"). As previously outlined, the terms provided to you on August 30, 2012, were non-negotiable. While we took every effort to answer your questions and finalize the proposed modification in a timely manner, due to the significant delay in your accepting the modification as outlined, the proposed modification is no longer available. In fact, you were notified and reminded that the down payment in the amount of \$378.90 was due by September 21, 2012. This payment was never received. Accordingly, the modification is no longer available and we will need to proceed with the litigation.

If you are interested in being considered for a deed in lieu or a short sale, please let us know by **October 31, 2012**. Otherwise, we will certify compliance with the South Carolina Supreme Court's Administrative Order No. 2011-05-02-01 and proceed with the litigation.

Very truly yours,



Sarah B. Nielsen

# **Exhibit T**

**(10/31/12 Letter from C. Taylor)**

October 31, 2012

**CERTIFIED RETURN RECEIPT REQUESTED**

Mrs. Sara B. Nielsen  
ATTORNEY AT LAW  
@ NELSON MULLINS ETC. LLP.  
1320 Main Street  
17<sup>th</sup> Floor  
Columbia SC 29201

CHARLES TAYLOR  
PO Box 3652  
Sumter SC 29151

Re: The Bank of New York Mellon f/k/a The Bank of New York v. Charles Taylor, et al.; & Taylor v. The Bank of New York Mellon f/k/a The Bank of New York, et al., [including], Equity One Mortgage, Inc., Popular Mortgage, Inc., & Litton Loan Servicing, Inc.;

C/A No: 11-CP-43-0167  
Your File No: 36266/01512

**Dear Mrs. Nielsen:**

I thought it a good idea to send you and Owen a copy of the attachment, so you can be under no illusion that I can and will do as I say, as to litigation.

So be forewarned, again, that I can prove that my payments, at the time the foreclosure action was initiated by the other servicer and previous attorney, was being sent to the other servicer, and they did or didn't do as I have alleged in my \$50,000,000.00 (Fifty Million Dollars Counter suit) against the above parties, which their premature foreclosure action led to the present situation, and thus it is their fault.

Furthermore, they (the above defendant-s) will have to answer to the initial fraud as I have allege from the very beginning with the money, because I got only about \$24,000,00 in hand and all of the remainder did not go where they said it went.

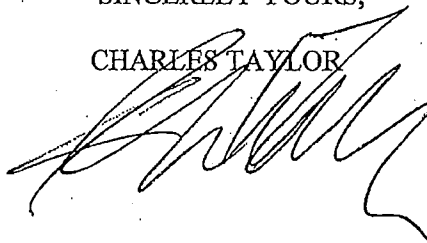
Furthermore, you'all will have to pay for trespassing on my property as I have alleged in my counter suit as well, and;

Furthermore, if Owen commits any wrong against me, in any manner, violate any law, fail to cross any i or dot any t; they can expect to be added to the same \$50,000,000.00 (Fifty Million Dollars Pending Counter Suit). **Again; the attachment will prove that I mean business when it comes to litigation as to what I can and will do to protect my interest!** I suggest you gather all the documented facts before you proceed in a frivolous manner just on their word, lest you-your firm have to answer when their claim fails, & you were forewarned.

Cc: Owen Servicing

SINCERELY YOURS,

CHARLES TAYLOR



IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF SOUTH CAROLINA  
COLUMBIA DIVISION

PEAK PROPERTY AND CASUALTY  
INSURANCE CORPORATION;  
PLAINTIFF,

VS.

THOMAS DAVIS; CHARLES TAYLOR;  
DEFENDANTS,

CHARLES TAYLOR;  
COUNTER CLAIMANT,  
VS.

PEAK PROPERTY & CASUALTY  
INSURANCE CORPORATION;  
COUNTER DEFENDANT,

C/A No: 3:12-cv-01689-JFA-PJG

Defendant & Counter Claimant Taylor's  
Reply to:

Peak's Memorandum in Opposition to Taylor's  
MOTION TO DECLARE

(1).(Peak says): Taylor's present motion appears to seek a judicial declaration that the \$1,735,000.00 final judgment in the underlying Taylor v. Davis case is binding on Peak—automatically binding on Peak; Taylor Answers: Not so! To be clear; Taylor is only asking the court to award that amount, for all the bad faith committed by Peak between the date they got word of the accident to present and continuing; apart from weather or not their policy provided coverage for the subject accident as Peak contends not. Taylor's argument is-will be; that irrespective of the policy-coverage issue, Peak committed bad faith as detailed in Taylor's counter complaint as amended. If the court finds that Peak committed no bad faith, then Taylor recovers nothing on those counts. If the court finds that Peak's policy to Davis provide no coverage for the subject accident as Peak alleges; then Taylor recovers nothing on that count as well.

(2).If on the other hand, the court finds that Peak's policy to Davis provided no coverage for the subject accident, **but**, that Peak committed bad faith in the handling of the claim as Taylor alleges, in hold or in part, then Taylor is asking damages up to the whole of the subject \$1,735,000.00 judgment from the underlying case. If the court finds that the policy to Davis did provide coverage as Taylor alleges, then Taylor want those full coverages in damages as well, \$50,000.00 + \$50,000.00;

**for a combined total of \$1,835,000.00 if all goes as Taylor believes it should & will.**

(3).(Taylor says): As to why he made such a motion to have this court declare the obvious; that the official final judgment in the underlying case is \$1,735,000.00 as decided by the previous 2 courts; [is because]; Peak was asserting throughout its pleadings that the official final judgment in the underlying case was \$615. **If Peak is willing to concede this point as to the official final judgment in the underlying case to be that of \$1,735,000.00, and put it in writing in a memorandum to the court, then Taylor will file a motion accordingly to dismiss his motion to declare.**

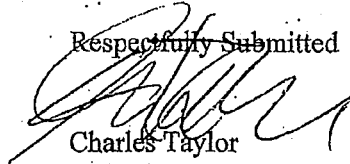
(4).(Taylor says): Lastly; that as to the \$1,735,000.00 judgment from the underlying case; it would hold no potential consequences for Peak, even if it was for a billion seven hundred thirty five thousand dollars; had Peak committed no bad faith in the handling of the subject claim. So to the extent Peak wound up having to pay the whole \$1,735,000.00 judgment from the underlying case, it would be because of their own doing (bad faith); not because that judgment

was binding on them--automatically or otherwise—it was not; as to it appears was Peak's misunderstanding as discerned by Taylor from Peak's memorandum in opposition to Taylor's motion to declare.

(5).(Taylor says): While it appears not necessary, he can't resist a brief reply to the gist of the rest of the matter in Peak's memorandum, in sum total, it appears to concern the reasonableness, (of which 2 of our courts--the SC Court of Appeals & Original Trial Court--found reasonable), per the settlement in the underlying case; & Taylor further replies: Given the damages / losses/ disability / lifetime / suffering, among other things; by the way to date no one has disputed- disproved or denied-nor could they. Thus Taylor believe had the appeal continued, ultimately he would have wound up with a good portion, if not all, of the \$40,000,000.00 (Forty Million Dollar) he was seeking, as he was prepared to go all the way to the Supreme Court if it proved necessary against Davis. Thus Davis got a bargain, and he realizes it, at \$1,735,000.00 of the \$40,000,000.00, that was being sought against him. Thus Peak should in this light, be thanking Davis, because if he was as stubborn and hard headed as Peak, they all would now be far worse off than is presently the case. Taylor only settle for that amount simply not to risk it; a bird in the hand....!; as it was clear, that anything unforeseen in litigation can happen;

REGARDLESS!; there is no such thing as a sure thing; NOMATTER!

Respectfully Submitted



Charles Taylor  
Defendant and Counter Claimant  
Post Office Box 3652  
Sumter, South Carolina 29151  
(803) 883-7005

October 31, 2012

Sumter, South Carolina

**CERTIFICATE OF SERVICE:**

**RE: CIVIL ACTION NUMBER:**

**3:12-cv-01689-JFA-PJG**

That this is to certify that a copy of the pleadings listed below have been served upon the party(s) listed below by depositing a copy of same in the U. S. Mail from Sumter, South Carolina on the date listed.

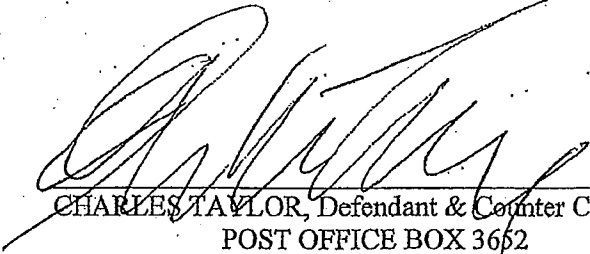
**PLEADINGS SERVED:**

Defendant & Counter Claimant Taylor's Reply to Peak's Memorandum in Opposition to Taylor's MOTION TO DECLARE.

**SERVED TO:**

Attorneys at Law  
For Peak Property & Casualty  
Thomas H. Hesse, Esq.  
Daniel S. McQueeney, Jr., Esq.  
of PRATT THOMAS WALKER  
PO Drawer 22247  
Charleston, S.C. 29413-2247  
843-727-2250

Thomas Davis  
PO Box 773  
Manning, S.C. 29105



CHARLES TAYLOR, Defendant & Counter Claimant  
POST OFFICE BOX 3652  
SUMTER, SOUTH CAROLINA 29151-3652  
(803) 883-7005

Sumter, South Carolina

October 31, 2012

October 31, 2012

CLERK OF U. S. FEDERAL  
DISTRICT COURT  
901 RICHLAND STREET  
COLUMBIA, S. C. 29201

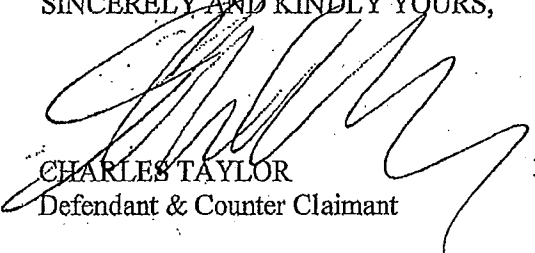
CHARLES TAYLOR  
Defendant & Counter Claimant  
PO BOX 3652  
SUMTER, S. C. 29151

Re: C/A No: 3:12-cv-01689-JFA-PJG

DEAR CLERK:

Please file the original and return the other copy clocked, to me in the SASE. Thanks very much!  
By copy herewith, I am serving all others with a copy of same.

SINCERELY AND KINDLY YOURS,



CHARLES TAYLOR  
Defendant & Counter Claimant

W/Copy Enc. To:

Thomas H. Hesse, Esq.  
Daniel S. McQueeney, Jr., Esq.  
for Peak Property & Casualty  
Insurance Corporation

Thomas Davis  
Defendant

CERTIFICATE OF SERVICE

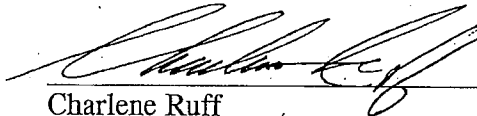
I, the undersigned Administrative Assistant of the law offices of Nelson Mullins Riley & Scarborough LLP, attorneys for plaintiff, do hereby certify that I have served all parties in this action with a copy of the pleading(s) hereinbelow specified by mailing a copy of the same by United States Certified Mail, Return Receipt Requested, postage prepaid, to the following address(es):

Pleadings:

CERTIFICATION OF COMPLIANCE WITH SOUTH  
CAROLINA SUPREME COURT ADMINISTRATIVE  
ORDER NO. 2011-05-02-01

Parties Served:

Charles Taylor, *pro se defendant*  
334 Myrtle Beach Highway  
Sumter, SC 29153



Charlene Ruff  
Administrative Assistant

December 10, 2012

# Exhibit 3

(Filed & Signed Copies of Orders)

STATE OF SOUTH CAROLINA

COUNTY OF SUMTER

RECORDED  
2016 JAN -4 PM 1:14

IN THE COURT OF COMMON PLEAS  
THIRD JUDICIAL CIRCUIT

The Bank of New York Mellon f/k/a The Bank of New York, as trustee for the benefit of Certificateholders of Popular ABS, Inc. Mortgage Pass-Through Certificates Series 2006-E,

Plaintiff,

vs.

Charles Taylor; Burgess Brogdon Bldg. Supply; Palmetto Health Alliance,

Defendants.

JAMES C. CAMPBELL  
CLERK OF COURT  
SUMTER COUNTY, S.C.

Civil Action No. 2011-CP-43-0167

**CONSENT ORDER TO STAY  
PROCEEDINGS AND CONTINUE  
HEARING SCHEDULED FOR  
JANUARY 4, 2016**

**BEFORE THE COURT** is a Motion by Plaintiff The Bank of New York Mellon f/k/a The Bank of New York, as trustee for the benefit of Certificateholders of Popular ABS, Inc. Mortgage Pass-Through Certificates Series 2006-E ("Plaintiff"), with the consent of Defendant Charles Taylor ("Defendant" together with Plaintiff, collectively the "Parties") to continue the hearing currently scheduled for January 4, 2016, and stay the above-captioned proceedings. The Court hereby finds that good cause exists to grant the Motion to Stay the Proceedings and continue the hearing and holds as follows:

1. Plaintiff and Defendant inform the Court that they are in the process of completing the prerequisites to a loan modification to resolve this matter. Through this process, Plaintiff and Defendant are attempting to settle Defendant's counterclaims and resolve the underlying foreclosure.

2. A hearing has been scheduled for January 4, 2016, on three pending motions. Due to the amount of time necessary to complete the prerequisites to

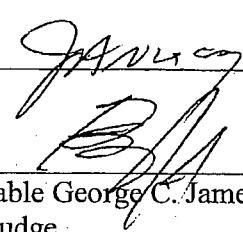
modification and finalize any settlement, the Parties and the Court agree that it would be beneficial to the Parties and the resources of the Court to continue the hearing scheduled for January 4, 2016, and stay these proceedings until Defendant has an opportunity to complete the prerequisites to modification, the Parties otherwise resolve the matter, or either Party moves and the Court grants the lifting of the stay.

3. If settlement cannot be reached or Defendant fails to complete the prerequisites to modification, the Parties, individually or jointly, may file a motion to lift the stay and request the rescheduling of a hearing on the three pending motions. Upon the lifting of the stay, the Parties will be in the same procedural position as they are currently, which will allow, among other things, a hearing on the pending motions, written discovery and depositions, and the filing of additional dispositive motions, if necessary. Because the Defendant is appearing *pro se* in this matter, neither party will be required to consult with the other prior to filing a motion to lift the stay.

4. In light of the settlement discussions between the Parties and potential resolution of this matter, the Court finds that the purpose of the stay is to avoid undue burden upon the Court and upon the Parties while settlement discussions are ongoing.

**NOW, THEREFORE**, the Court hereby **GRANTS** the Motion to Stay Proceedings and directs the Clerk of Court for Sumter County to note the stay on the public case index until such time as the Court lifts the stay in accordance with the requirements outlined herein. Further, the Court hereby **CONTINUES** the pending motions scheduled to be heard on January 4, 2016, and the same will be rescheduled upon lifting of the stay, if the Parties are unable to reach a settlement of this matter.

IT IS SO ORDERED, this 4 day of January, 2016.

  
\_\_\_\_\_  
The Honorable George C. James, Jr.  
Presiding Judge



Civil Action No. 2011-CP-43-0167 – Order Staying Case and Continuing 1/4/16  
Motions Hearing

**WE SO MOVE:**

NELSON MULLINS RILEY & SCARBOROUGH LLP

By: 

B. Rush Smith III  
Alana Odom Williams  
Sarah B. Nielsen  
S.C. Bar No. 78384  
1320 Main Street / 17th Floor  
Post Office Box 11070 (29211-1070)  
Columbia, SC 29201  
(803) 799-2000

*Attorneys for The Bank of New York Mellon f/k/a The  
Bank of New York, as trustee for the benefit of  
Certificateholders of Popular ABS, Inc. Mortgage Pass-  
Through Certificates Series 2006-E*

December 29, 2015

**I SO CONSENT:**

CHARLES TAYLOR PRO SE

By: 

Charles Taylor  
334 Myrtle Beach Highway  
Sumter, SC 29153

December 29, 2015

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF SUMTER ) IN THE COURT OF COMMON PLEAS  
 ) THIRD JUDICIAL CIRCUIT

The Bank of New York Mellon f/k/a The ) Civil Action No. 2011-CP-43-0167  
Bank of New York, as trustee for the )  
benefit of Certificateholders of Popular )  
ABS, Inc. Mortgage Pass-Through )  
Certificates Series 2006-E, )

**[PROPOSED] ORDER LIFTING  
STAY OF PROCEEDINGS**

Plaintiff, )

vs. )

Charles Taylor; Burgess Brogdon Bldg. )  
Supply; Palmetto Health Alliance, )

Defendants. )

**BEFORE THE COURT** is a Motion by Plaintiff The Bank of New York Mellon f/k/a The Bank of New York, as trustee for the benefit of Certificateholders of Popular ABS, Inc. Mortgage Pass-Through Certificates Series 2006-E ("Plaintiff") to lift the stay of the proceedings in the above-captioned matter. The Court hereby GRANTS the Motion as follows:

1. On December 29, 2015, Plaintiff and Defendant inform the Court that they are in the process of completing the prerequisites to a loan modification in an attempt to resolve this matter. In light of the potential for settlement, this Court entered an Order dated January 4, 2016, staying the proceedings until such time as either party moved to lift the stay.

2. On February 12, 2016, Plaintiff submitted a Status Report to this Court stating that Defendant did not complete the prerequisites to the loan modification, but that negotiations for alternative settlement options were ongoing.

3. On March 28, 2016, Plaintiff submitted another Status Report to this Court noting that other settlement options were discussed between the Parties, including loan payoff and "cash for keys," but that Defendant also failed to complete the requirements for those settlement options in a timely manner. For these reasons, Plaintiff filed a Motion to Lift the Stay of Proceedings in accordance with Paragraph 3 of this Court's January 4, 2016 Order.

**NOW, THEREFORE**, it appearing that settlement cannot be reached at this point and given the amount of time this matter has been pending, the Court hereby **GRANTS** the Motion to Lift the Stay Proceedings and directs the Clerk of Court for Sumter County to schedule all outstanding motions for a hearing on the next available motions roster.

**IT IS SO ORDERED**, this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
The Honorable George C. James, Jr.

Sumter, South Carolina



Sumter Common Pleas

**Case Caption:** Bank Of New York Mellon VS Charles Taylor , defendant, et al  
**Case Number:** 2011CP4300167  
**Type:** Order/Other

SO ORDERED

s/ George C. James, Jr. 2143

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF SUMTER )

IN THE COURT OF COMMON PLEAS  
THIRD JUDICIAL CIRCUIT

The Bank of New York Mellon f/k/a The )  
Bank of New York, as Trustee for the )  
benefit of Certificateholders of Popular )  
ABS, Inc. Mortgage Pass-Through )  
Certificates Series 2006-E, )

Civil Action No. 2011-CP-43-0167

**PROPOSED ORDER**

Plaintiff, )

vs. )

Charles Taylor; Burgess Brogdon Bldg. )  
Supply; Palmetto Health Alliance, )  
 )  
Defendants. )

**BEFORE THE COURT** are Plaintiff The Bank of New York Mellon f/k/a The Bank of New York, as Trustee for the benefit of Certificateholders of Popular ABS, Inc. Mortgage Pass-Through Certificates Series 2006-E's ("Plaintiff") Motion to Dismiss Defendant's Counterclaim, Plaintiff's Motion to Strike Counterclaims, Defendant Charles Taylor's ("Defendant") Motion to Dismiss Foreclosure Suit, and Defendant's Motion to Amend his Pleadings (Plaintiff and Defendant are collectively referred to as "Parties" herein). A hearing was held on the four motions at 9:30 AM on Monday, May 16, 2016. Sarah B. Nielsen, Esquire appeared for the Plaintiff and Defendant appeared *pro se*. After hearing the Parties' arguments on October 28, 2015, and after consideration of the written submissions, the Court finds as follows:

1. As for the first Motion, Plaintiff's Motion to Dismiss Defendant's Counterclaim, Plaintiff argued that the Answer and Counterclaim filed on March 1, 2011, which purported to set out a claim for fraud, failed as a matter of law because Defendant failed to plead all nine elements of fraud. This Court agrees. In South Carolina, "[a] [pleading] is fatally defective

if it fails to allege all nine elements of fraud.” *Inman v. Ken Hyatt Chrysler Plymouth, Inc.*, 294 S.C. 240, 242, 363 S.E.2d 691, 692 (1988). Where, as here, the pleading “omits allegations of any element of fraud, the trial court should grant the . . . motion to dismiss the claim.” *Ardis v. Cox*, 314 S.C. 512, 515, 431 S.E.2d 267, 269 (Ct. App. 1993). Having reviewed Defendant’s March 1, 2011 Answer and Counterclaim, this Court finds that Defendant failed to plead all nine elements of fraud and, therefore, dismissal of the counterclaim is proper. Accordingly, Plaintiff’s Motion to Dismiss Defendant’s Counterclaim is granted.

2. The second Motion, Plaintiff’s Motion to Strike Counterclaims, relates to two subsequent pleadings filed by Defendant on July 20, 2011, and July 28, 2011. The July 20, 2011 pleading is captioned “Counterclaim” and the July 28, 2011 pleading is captioned “Amended Counterclaim Cross Claim.” Plaintiff argued that both pleadings were procedurally improper and, therefore, must be stricken pursuant to Rule 12(f), SCRCPP. This Court agrees. Rule 15(a) of the South Carolina Rules of Civil Procedure allows a party “amend his pleading once as a matter of course at any time before or within 30 days after a responsive pleading is served[.]” S.C. R. Civ. P. 15(a). In this case, Plaintiff served its Reply to the March 1, 2011 Answer and Counterclaim on March 31, 2011. Thus, Defendant had thirty (30) days from March 31, 2011, to amend his Answer and counterclaim “as a matter of course.” *Id.* The July 20, 2011 and July 28, 2011 pleadings fall outside of this thirty (30) day period. Therefore, this Court finds that because Defendant did not obtain leave of court or the consent of Plaintiff to file and serve the July 20, 2011 and July 28, 2011 pleadings, they must be stricken under Rule 12(f), SCRCPP. Plaintiff’s Motion to Strike Counterclaims is granted.

3. The third Motion heard by the Court was Defendant’s Motion to Dismiss Foreclosure Suit, which was filed on February 28, 2012. The Court reviewed the Complaint, heard

the arguments of the Defendant, and determined that the Complaint states facts sufficient to constitute a cause of action for foreclosure. The arguments raised by Defendant are ancillary to Plaintiff's claim for foreclosure and, therefore, do not serve as legal bases for dismissal under the South Carolina Rules of Civil Procedure. Therefore, Defendant's Motion to Dismiss Foreclosure Suit is denied.

4. Finally, the fourth Motion heard by the Court was Defendant's Motion to Amend his Pleadings, which was served on January 20, 2016. Rule 15(a), SCRCP provides that once a party's right to amend expires, he may only amend his pleading "by leave of court or by written consent of the adverse party." S.C. R. Civ. P. 15(a). The Rule further provides that "leave shall be freely given when justice so requires and does not prejudice any other party." *Id.* A trial court has wide discretion to deny a motion to amend, particularly after a significant delay in time. *Wachovia Bank Nat'l Ass'n v. Beane*, 397 S.C. 612, 619, 725 S.E. 2d 715, 719 (Ct. App. 2012). In this case, the Court finds that the proposed amendment would unduly prejudice the Plaintiff because the counterclaims proposed to be included by Defendant in the amended pleading could have been asserted in 2011. This Court finds that given the amount of time that has passed in this case and the procedural history of the litigation, it would be unfair and prejudicial to Plaintiff to change the causes of action and, essentially, restart the litigation at this juncture. For these reasons, Defendant's Motion to Amend his Pleadings is denied and the March 1, 2011 Answer, including any affirmative defenses pled therein, will be the operative pleading for purposes of this litigation.

**NOW, THEREFORE**, the Court concludes and rules that, based on the arguments and written submissions to the Court, Plaintiff's Motion to Dismiss Defendant's Counterclaim is **GRANTED** in its entirety, Plaintiff's Motion to Strike Counterclaims is also **GRANTED** in its entirety, Defendant's Motion to Dismiss Foreclosure Suit and Defendant's Motion to Amend his

Pleadings are **DENIED**, leaving the March 1, 2011 Answer as Defendant's operative pleading for the remainder of the above-captioned litigation.

**IT IS SO ORDERED**, this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
The Honorable Michael G. Nettles  
Presiding Judge

\_\_\_\_\_, South Carolina



Sumter Common Pleas

**Case Caption:** Bank Of New York Mellon VS Charles Taylor , defendant, et al  
**Case Number:** 2011CP4300167  
**Type:** Order/Other

s/ Michael Nettles 2140

Michael Nettles

STATE OF SOUTH CAROLINA.	)	
	)	IN THE COURT OF COMMON PLEAS
COUNTY OF SUMTER	)	THIRD JUDICIAL CIRCUIT
The Bank of New York Mellon f/k/a The	)	Civil Action No. 2011-CP-43-0167
Bank of New York, as Trustee for the	)	
benefit of Certificateholders of Popular	)	
ABS, Inc. Mortgage Pass-Through	)	
Certificates Series 2006-E,	)	<b><u>PROPOSED</u> ORDER</b>
	)	
	)	
Plaintiff,	)	
	)	
vs.	)	
	)	
Charles Taylor; Burgess Brogdon Bldg.	)	
Supply; Palmetto Health Alliance,	)	
	)	
Defendants.	)	
	)	

**BEFORE THE COURT** is Defendant Charles Taylor’s (“Defendant”) Rule 59(e) Motion (the “Motion”) asking the Court reconsider its dismissal of the counterclaims and to allow him to amend his Answer and Counterclaim pursuant to Rule 15, SCRPC. In Defendant’s Motion, he appears to argue that Rule 15, SCRPC requires leave to be freely given, outlines several purported causes of action he seeks to pursue against the Plaintiff, and asks this Court to dismiss Plaintiff The Bank of New York Mellon f/k/a The Bank of New York, as Trustee for the benefit of Certificateholders of Popular ABS, Inc. Mortgage Pass-Through Certificates Series 2006-E’s (“Plaintiff”) foreclosure suit or, alternatively, allow amendment of the Answer and Counterclaim. The Court hereby **DENIES** the Motion, and declines the relief requested by Defendant, as follows:

1. In South Carolina, a Motion to Reconsider pursuant to Rule 59(e), SCRPC, is appropriate in two basic situations. First, “[a] party *may* wish to file such a motion when [he] believes the court has misunderstood, failed to fully consider, or perhaps failed to rule on an argument or issue, and the party wishes for the court to reconsider or rule on it.” *Elam v. S.C.*

*Dep't of Transp.*, 361 S.C. 9, 24, 602 S.E.2d 772, 780 (2004) (emphasis in original). Second, “[a] party *must* file such a motion when an issue or argument has been raised, but not ruled on, in order to preserve it for appellate review.” *Id.*

2. In this case, Defendant’s Motion restates the same arguments he raised during the May 16, 2016, hearing on his Motion to Amend Pleadings and Plaintiff’s Motion to Dismiss Counterclaims and Strike Improper Pleadings. In the June 8, 2016 Order, this Court considered Defendant’s arguments, declined the same, and ruled in favor of Plaintiff. Accordingly, the June 8, 2016 Order evidences that there were no misunderstandings by this Court and no argument that this Court has not ruled upon. For these reasons, the Court hereby **DENIES** Defendant’s Motion in its entirety.

**NOW, THEREFORE**, Defendant Charles Taylor’s Rule 59(e) Motion filed on June 13, 2016, is hereby **DENIED** and the case will proceed in its ordinary course.

**IT IS SO ORDERED**, this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
The Honorable Michael G. Nettles  
Presiding Judge

\_\_\_\_\_, South Carolina



Sumter Common Pleas

**Case Caption:** Bank Of New York Mellon VS Charles Taylor , defendant, et al  
**Case Number:** 2011CP4300167  
**Type:** Order/Other

s/ Michael Nettles 2140

Michael Nettles

# Exhibit 4

(4/26/16 Service Copy of  
Memorandum)

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF SUMTER )

The Bank of New York Mellon f/k/a )  
Bank of New York, as trustee for the )  
Benefit of Certificate Holders of Popular )  
ABS, Inc. Mortgage Pass-Through )  
Certificate Series 2006-E, )

Plaintiffs, )

Vs. )

Charles Taylor; Burgess Brogdon Bldg. )  
Supply; Palmetto Health Alliance, )

Defendants, )

And----- )

Charles Taylor, )  
Plaintiff, )

Vs. )

The Bank of New York Mellon f/k/a )  
Bank of New York, as trustee for the )  
Benefit of Certificate Holders of Popular )  
ABS, Inc. Mortgage Pass-Through )  
Certificate Series 2006-E, )

Equity One Mortgage, Inc., )  
Popular Mortgage, Inc., )  
Litton Loan Servicing, Inc., )

Defendants, )

IN THE COURT OF COMMON PLEAS

IN THE THIRD JUDICIAL CIRCUIT

CIVIL ACTION NO: 2011-CP-43-0167

Defendant's Memorandum & Memorandum

of Law Supporting His 4-15-16 Updated

Motion to Dismiss Plaintiffs' Foreclosure Suit

That Charles Taylor, (hereinafter defendant), Memorandum & Memorandum of Law Supporting His 4-15-16 Updated Motion to Dismiss Plaintiffs' Foreclosure Suit based, on the following:

(1). That because the subject House had been hit by others with a U-Haul truck 2013, and it later

Collapse fully in 2015, and;

(2). That Plaintiff had coverage when house was initially hit in 2013 with (*State Farm policy #40 EW 3538 2*) (exhibit p. 4 attached) and the Mortgagee had coverage when house fully collapse in 2015 with (*American Modern Home--Under Master Policy #NP0980222301* [exhibit p. 5 attached]; *and after the loss, it was changed to policy #OHZ0165867 without any explanation-yet-why*), and;

(3). That therefore, the Defendant argues that, based on all the foregoing, that he doesn't owe the Plaintiffs anything but instead, it's either of the two insurers &/or the other who hit the house that owes them (*& owe Defd't too unless the original suit-now on appeal is reversed & the Mortgagee too will then be paid out of the house portion of those proceeds, \$150,000.00 loss therein--if the S.C. Court of Appeals order such be paid by the Respondents therein*); in which case-said insurer that paid voluntarily the interim claim-s, will obviously then-be reimburse instead of mortgagee, and;

(4). That thus, Plaintiffs' suit against Defendant should accordingly be dismissed with prejudice; because Plaintiffs' litigation, (*if need be*), is against either, or both, of the said insurers and / or the other, (*Reginald Morton*), that hit the house with his U-Haul truck, back on 6-1-13, and;

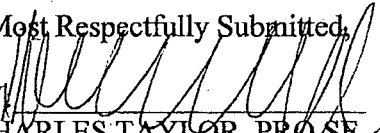
(5). That if Plaintiffs chooses to pursue above parties, then the mortgage debt is fully satisfied, as to Defendant see *Nationwide Mut. Fire Ins. Co. v. Wilborn 279 So.2d 460 (1973) to Supr. Ct. Al.*; As the Wilborn Court explained; in pertinent part here; .....that where the loss occurred before foreclosure, the mortgagee is the creditor of the owner at the time of loss, & has an election as to how to satisfy the debt. The mortgagee may either turn to the insurance company for payment

as mortgagee under the New York Standard Mortgage Clause, and recover up to the limits of the policy, the mortgage debt; or the mortgagee may foreclose on the property. If the mortgagee elects to pursue the insurance company for payment of the debt, then the debt is fully satisfied & the mortgagee does not have any additional recourse against the mortgagor. If the mortgagee elects to foreclose on the property & the foreclosure sale does not bring the full amount of the mortgage debt, the mortgagee may recover the deficiency under the insurance policy as owner; but in the instant case-any **deficiency** have been waived as stated & shown in the next para., and;

(5). That with the house fully collapsed and cleaned up, (exhibit p. 6 attached), & any **deficiency** judgment having been waived, (exhibit p. 7 attached); Plaintiffs then have no further &/or other recourse; after foreclosure litigation; thus the insurance proceeds belongs to Def'd-up to policy limits (ex's. p.4 \$134, 800 & p.5 \$134, 800) (max. para. 3) unless extended by bad faith etc., and;

(6). That the Plaintiffs must decide and let the Defendant know in, *writing*, promptly which option they will pursue, so Def'd. can act promptly & accordingly re the insured funds & otherwise, and;

(.). That if the Plaintiffs chooses to pursue, Reginald Morton and / or the said insurers, then the motion to dismiss should be granted with prejudice, re: all above, Defendant argues; and prays that it is granted and so ordered by the court.

Most Respectfully Submitted,  
BY:   
CHARLES TAYLOR, PRO SE  
332 MYRTLE BEACH HWY  
SUMTER, S. C. 2915  
(803) 609-7990

Sumter, South Carolina

April 26, 2016

**State Farm Fire and Casualty Company**

11350 Johns Creek Parkway  
Duluth, GA 30098-0001

001214 0001 O-27- 1685-F858 H W F

TAYLOR, CHARLES  
PO BOX 3652  
SUMTER SC 29151-3652



STI-0208-C10C01

Location: 334 MYRTLE BEACH HWY  
SUMTER SC  
29153-5010

**Loss Settlement Provisions (See Policy)**

- A1 Replacement Cost - Similar Construction
- B1 Limited Replacement Cost - Coverage B

**Forms, Options, and Endorsements**

Homeowners Policy	FP-7955
Increase Dwlg up to \$26,960	OPT ID
Ordinance/Law 10%/ \$13,480	OPT OL
Jewelry and Furs \$1,500/\$2,500	OPT JF
Homeowners Policy Endorsement	* FE-3524

\*Effective: DEC 11 2012

**RENEWAL CERTIFICATE**

POLICY NUMBER 40-EW-3538-2

Homeowners Policy  
DEC 11 2012 to DEC 11 2013

**TO BE PAID BY MORTGAGEE**

**Coverages and Limits**

**Section I**

A Dwelling		\$134,800
Dwelling Extension	Up To	13,480
B Personal Property		101,100
C Loss of Use		Actual Loss Sustained

**Deductibles - Section I**

All Losses 1.00% 1,348

**Section II**

L Personal Liability	\$300,000
Damage to Property of Others	500
M Medical Payments to Others (Each Person)	1,000

**Annual Premium** \$1,321.00

**Premium Reductions**

Home Alert Discount	22.00
Claim Record Discount	258.00

Inflation Coverage Index: 269.4

NOTICE: Information concerning changes in your policy language is included. Please call your agent if you have any questions.

Zone: 48

Please help us update the data used to determine your premium. Contact your agent with the year each of your home's utilities (heating/cooling, plumbing, or electrical) and roof were last updated.

138-3076 F.B. 10-11-2010 (01F30899)

*Thanks for letting us serve you. We appreciate our long term customers.*

6015 401B  
N \* 20,U7,DR,NP,61

Agent GARY HERLONG  
Telephone (803) 469-6430

p. 4  
w/ Defendant's 4-26-16  
Memorandum to Dismiss  
Plaintiffs' Foreclosure Suit

# EVIDENCE OF INSURANCE

<b>Agency</b>  Southwest Business Corporation 9311 San Pedro, Suite 600 San Antonio, Texas 78216	<b>Company</b> AMERICAN MODERN HOME INSURANCE COMPANY 7000 MIDLAND BLVD AMEILA, OH 45102		
Certificate Number OHZ0060140			
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;"> <b>Certificate Effective Date (mm/dd/yy)</b>                              12/11/14                         </td> <td style="width: 50%;"> <b>Certificate Expiration Date (mm/dd/yy)</b>                              12/11/15                         </td> </tr> </table>		<b>Certificate Effective Date (mm/dd/yy)</b> 12/11/14	<b>Certificate Expiration Date (mm/dd/yy)</b> 12/11/15
<b>Certificate Effective Date (mm/dd/yy)</b> 12/11/14	<b>Certificate Expiration Date (mm/dd/yy)</b> 12/11/15		
<b>Borrower</b>  CHARLES TAYLOR 334 MYRTLE BEACH HWY SUMTER, SC 29153	<b>Master Policy Number</b> NP0980222301		
<b>Co-Borrower</b>	<b>Description of Insured Property</b> 334 MYRTLE BEACH HIGHWAY SUMTER, SC 29153		

<b>Coverages and Limits of Liability</b>			
Described Dwelling/Building	\$134,800	Medical Payments to Others	
Other Structures	\$13,480	Each Person	\$0.00
Unscheduled Personal Property	\$0.00	Each Accident	\$0.00
Personal Liability		Loss of Rents/Use (10% only)	\$0
Each Occurrence	\$0.00	*Tenant Use Only	
Additional Living Expense (10% only)	\$0	Damage to the Property of Others	\$0.00
* Owner Occupied Properties Only			

<b>Deductibles</b>  If Occupied Windstorm & Hail \$2,696 Vandalism \$1,000 All Other Covered Perils \$1,000 If Vacant Windstorm & Hail \$2,696 Vandalism \$1,000 All Other Covered Perils \$1,000	<table style="width: 100%;"> <tr> <td style="width: 33%;"><b>Type of Coverage</b></td> <td style="width: 33%;"><b>Type of Property</b></td> <td style="width: 34%;"></td> </tr> <tr> <td>FIRE</td> <td>RESIDENTIAL</td> <td></td> </tr> <tr> <td colspan="3"><b>Insured/Lender Name &amp; Address</b></td> </tr> <tr> <td colspan="3">OCWEN LOAN SERVICING, LLC</td> </tr> <tr> <td colspan="3">1661 WORTHINGTON ROAD</td> </tr> <tr> <td colspan="3">SUITE 100</td> </tr> <tr> <td colspan="3">WEST PALM BEACH, FL 33409</td> </tr> <tr> <td colspan="3"><b>Lender Loan Number</b> 7091242003</td> </tr> <tr> <td colspan="3"> </td> </tr> <tr> <td>Premium</td> <td></td> <td style="text-align: right;">\$1,092.00</td> </tr> <tr> <td>Policy Fee</td> <td></td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>Other Fee</td> <td></td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>Surplus Lines Tax</td> <td></td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>Stamping Fee</td> <td></td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td><b>Total</b></td> <td></td> <td style="text-align: right;"><b>\$1,092.00</b></td> </tr> </table>	<b>Type of Coverage</b>	<b>Type of Property</b>		FIRE	RESIDENTIAL		<b>Insured/Lender Name &amp; Address</b>			OCWEN LOAN SERVICING, LLC			1661 WORTHINGTON ROAD			SUITE 100			WEST PALM BEACH, FL 33409			<b>Lender Loan Number</b> 7091242003			 			Premium		\$1,092.00	Policy Fee		\$0.00	Other Fee		\$0.00	Surplus Lines Tax		\$0.00	Stamping Fee		\$0.00	<b>Total</b>		<b>\$1,092.00</b>
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Stamping Fee		\$0.00																																												
<b>Total</b>		<b>\$1,092.00</b>																																												

**Other Fees:**

THIS COVERAGE IS SUBJECT TO ALL TERMS, CONDITIONS AND EXCLUSIONS OF THE MASTER POLICY. THIS EVIDENCE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY. IT IS ISSUED AS A MATTER OF INFORMATION ONLY. THIS COVERAGE IS EXCESS OVER ANY OTHER VALID INSURANCE COVERING THE PROPERTY WHETHER COLLECTIBLE OR NOT. FOR A COMPLETE COPY OF THE MASTER POLICY, CONTACT YOUR LENDER.

ANY CLAIMS ON PROPERTIES INSURED FOR THE PRINCIPAL BALANCE ONLY WILL BE SUBJECT TO THE REPLACEMENT COST PROVISION OF THE MASTER POLICY. ANY LOSS OR DAMAGE INVOLVING MOLD, MILDEW OR FUNGI OF ANY KIND IS EXCLUDED FROM THE MASTER POLICY.

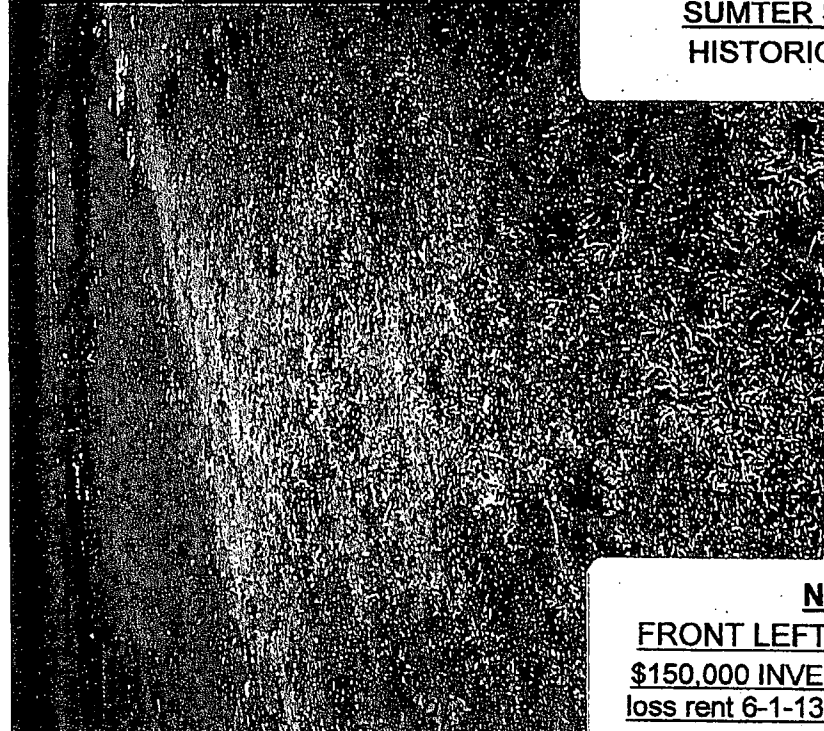
THE PREMIUM ON THIS POLICY IS LIKELY TO BE HIGHER THAN THE PRICING YOU CAN OBTAIN THROUGH YOUR AGENT OR INSURANCE COMPANY. THIS POLICY PROVIDES MORE COVERAGE THAN THE ONE SECURED THROUGH YOUR AGENT OR INSURANCE COMPANY.

**p. 5**  
**w/ Defendant's 4-26-16**  
**Memorandum to Dismiss**  
**Plaintiffs' Foreclosure Suit**

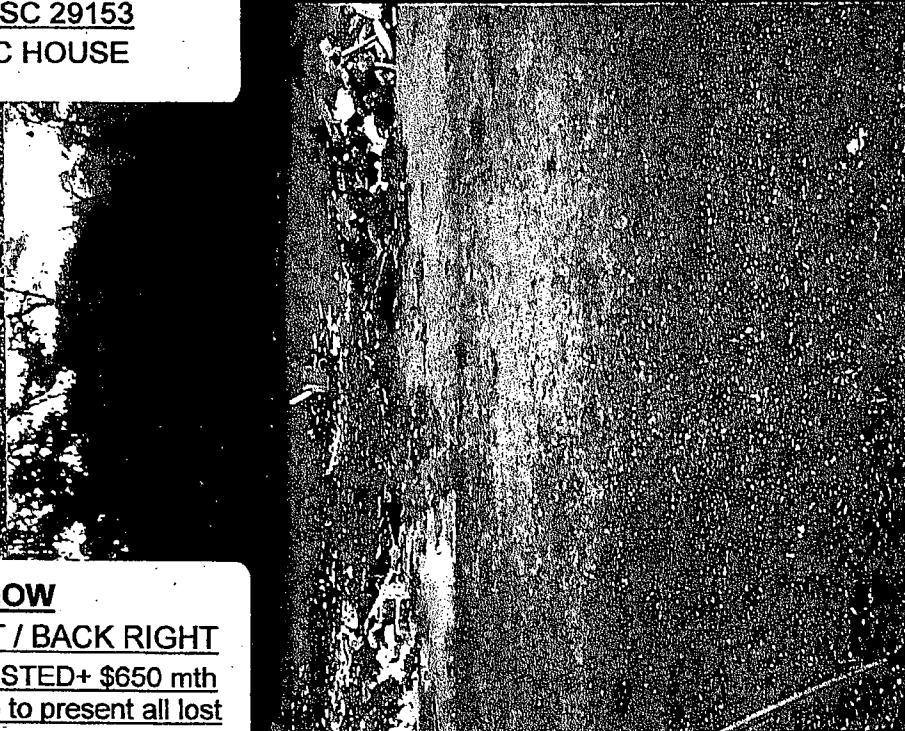




After Purchase & Renovation  
FRONT LEFT / BACK RIGHT



334 MYRTLE BEACH HWY  
SUMTER SC 29153  
HISTORIC HOUSE



NOW  
FRONT LEFT / BACK RIGHT  
\$150,000 INVESTED+ \$650 mth  
loss rent 6-1-13 to present all lost

p. 6

w/ Defendant's 4-26-16  
Memorandum to Dismiss  
Plaintiffs' Foreclosure Suit

EXHIBIT B of A

ROA  
p.1241

STATE OF SOUTH CAROLINA      RECORDED IN THE COURT OF COMMON PLEAS

COUNTY OF SUMTER      2011 JAN 28 PM 3:00CKET NO.

The Bank of New York Mellon f/k/a The Bank of AMER  
New York, as trustee for the benefit of the BANK OF COURT  
Certificateholders of Popular ABS, Inc. Mortgage OF THE COUNTY S.C.  
Pass-Through Certificates Series 2006-E,

Plaintiff,

COMPLAINT

(NON-JURY)

FORECLOSURE OF REAL ESTATE  
MORTGAGE  
Deficiency Judgment Waived

v.

Charles Taylor; Burgess Brogdon Bldg. Supply;  
Palmetto Health Alliance;

Defendant(s).

2011 - CP - 43 - 0167

(013644-01433)

Plaintiff alleges:

1. This is an action for the foreclosure of a mortgage upon certain real estate in Sumter 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 has the legal right to enforce the negotiable instrument secured by the Mortgage and is the real party in interest as defined by Rule 17(a) of the South Carolina Rules of Civil Procedure.
4. The Plaintiff's servicing agent for the mortgage loan described in this foreclosure action is participating in the Home Affordable Modification Program ("HMP"), but the subject loan is not eligible for modification because there was a trial plan default.
5. Some lien on or interest in the real estate, the subject of this action, may be claimed by the Defendant(s) herein.
6. 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.

p. 7

w/ Defendant's 4-26-16  
Memorandum to Dismiss  
Plaintiffs' Foreclosure Suit

April 26, 2016

State Farm  
Insurance Company  
P O Box 106149  
Atlanta, Ga. 30348-6149

American Modern Home  
Insurance Company  
P.O Box 5323  
Cincinnati, OH. 45201-5323

Charles Taylor  
332 Myrtle Bch Hwy  
Sumter, S. C. 29153

The attached copied to State Farm to the extent it relates to your policy #40 EW 3538 2.  
The attached copied to American to the extent it relates to your policy #OH Z 0165867.

Sincerely,



Charles Taylor  
Property Owner

**CERTIFICATE OF SERVICE**

**2011-CP-43-0167**

That this is to certify that a copy of the pleadings listed below have been served upon the party(s) or their attorney(s) listed below by depositing a copy of same in the U.S Mail from Sumter, South Carolina on the date listed below.

Pleadings Served: Defendant Memorandum and Memorandum of Law Supporting His 4-15-16 Updated Motion to Dismiss Plaintiffs' Foreclosure Suit.

TO:

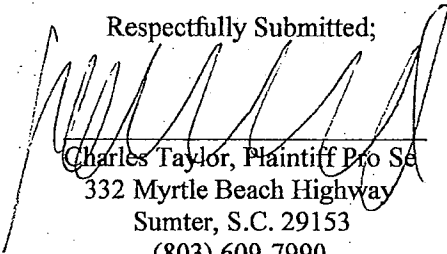
Mrs. Sara B. Nielsen, Esq. and the Law Firms of Nelson, Mullins, Riley and Scarborough;

ATTORNEY / LAW FIRM for the NAMED PLAINTIFFS / DEFENDANTS HEREIN; AND

**CC: STATE FARM INS. CO.  
CLAIMS DEPARTMENT  
P O BOX 106149  
ATLANTA, GA. 30348-6149  
RE: Policy No: 40 EW 3538 2**

**CC: AMERICAN MODERN HOME INS. CO.  
CLAIMS DEPARTMENT  
P O BOX 5323  
CINCINNATI, OH. 45201-5323  
RE: Policy No: OHZ0165867**

Respectfully Submitted;

  
Charles Taylor, Plaintiff Pro Se  
332 Myrtle Beach Highway  
Sumter, S.C. 29153  
(803) 609-7990

Sumter, South Carolina

April 26, 2016

April 26, 2016

To: Sumter County  
CLERK OF COURT  
215 N. Harvin Street  
Sumter, S. C. 29150

From: Charles Taylor  
332 Myrtle Bch Hwy  
Sumter, S. C. 29153

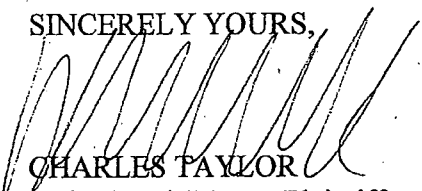
RE: Civil Action Number: 2011-CP-43-0167

Dear Clerk:

Please clock 1 copy (the original) for the Court's file and return the other clocked copy to me in the self-addressed-stamped envelope.

Thank you very much! With copy of this letter, I am serving the same, to Counsel listed below.

SINCERELY YOURS,



CHARLES TAYLOR  
Defendant / Counter Plaintiff

Cc: Mrs. Sara B. Nielsen, Esq.  
of Nelson Mullins Riley & Scarborough  
for the Plaintiffs / Counter Defendants.

# Exhibit 5

(4/28/16 Filed Copy of  
Memorandum)

April 26, 2016

RECORDED

2016 APR 28 PM 3:09

To: Sumter County  
CLERK OF COURT  
215 N. Harvin Street  
Sumter, S. C. 29150

JAMES B. GIBBELL  
CLERK OF COURT  
SUMTER COUNTY, S.C.

From: Charles Taylor  
332 Myrtle Bch Hwy  
Sumter, S. C. 29153

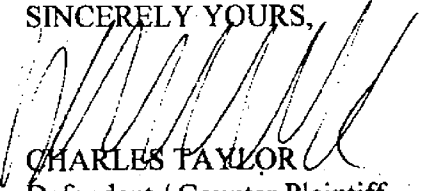
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Thank you very much! With copy of this letter, I am serving the same, to Counsel listed below.

SINCERELY YOURS,



CHARLES TAYLOR  
Defendant / Counter Plaintiff

Cc: Mrs. Sara B. Nielsen, Esq.  
of Nelson Mullins Riley & Scarborough  
for the Plaintiffs / Counter Defendants.

STATE OF SOUTH CAROLINA

COUNTY OF SUMTER

RECORDED  
2016 APR 28 11:3:10  
JAMES C. BARKER BELL  
CLERK OF COURT  
SUMTER COUNTY, S.C.

IN THE COURT OF COMMON PLEAS

IN THE THIRD JUDICIAL CIRCUIT

CIVIL ACTION NO: 2011-CP-43-0167

The Bank of New York Mellon f/k/a  
Bank of New York, as trustee for the  
Benefit of Certificate Holders of Popular  
ABS, Inc. Mortgage Pass-Through  
Certificate Series 2006-E,

Plaintiffs,

Vs.

Charles Taylor; Burgess Brogdon Bldg.  
Supply; Palmetto Health Alliance,

Defendants,

And-----

Charles Taylor,

Plaintiff,

Vs.

The Bank of New York Mellon f/k/a  
Bank of New York, as trustee for the  
Benefit of Certificate Holders of Popular  
ABS, Inc. Mortgage Pass-Through  
Certificate Series 2006-E,

Equity One Mortgage, Inc.,  
Popular Mortgage, Inc.,  
Litton Loan Servicing, Inc.,

Defendants,

Defendant's Memorandum & Memorandum

of Law Supporting His 4-15-16 Updated

Motion to Dismiss Plaintiffs' Foreclosure Suit

That Charles Taylor, (hereinafter defendant), Memorandum & Memorandum of Law Supporting  
His 4-15-16 Updated Motion to Dismiss Plaintiffs' Foreclosure Suit based, on the following:

(1).That because the subject House had been hit by others with a U-Haul truck 2013, and it later

Collapse fully in 2015, and;

(2). That Plaintiff had coverage when house was initially hit in 2013 with (*State Farm policy #40 EW 3538 2*) (exhibit p. 4 attached) and the Mortgagee had coverage when house fully collapse in 2015 with (*American Modern Home—Under Master Policy #NP0980222301* [exhibit p. 5 attached]; *and after the loss, it was changed to policy #OHZ0165867 without any explanation-yet-why*), and;

(3). That therefore, the Defendant argues that, based on all the foregoing, that he doesn't owe the Plaintiffs anything but instead, it's either of the two insurers &/or the other who hit the house that owes them (*& owe Defd't too unless the original suit-now on appeal is reversed & the Mortgagee too will then be paid out of the house portion of those proceeds, \$150,000.00 loss therein--if the S.C. Court of Appeals order such be paid by the Respondents therein*); in which case—said insurer that paid voluntarily the interim claim-s, will obviously then-be reimburse instead of mortgagee, and;

(4). That thus, Plaintiffs' suit against Defendant should accordingly be dismissed with prejudice; because Plaintiffs' litigation, (*if need be*), is against either, or both, of the said insurers and / or the other, (*Reginald Morton*), that hit the house with his U-Haul truck, back on 6-1-13; and;

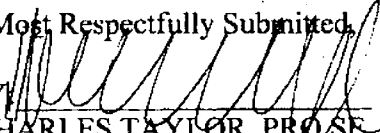
(5). That if Plaintiffs chooses to pursue above parties, then the mortgage debt is fully satisfied, as to Defendant see *Nationwide Mut. Fire Ins. Co. v. Wilborn* 279 So.2d 460 (1973) to Supr. Ct. Al.; As the *Wilborn* Court explained; in pertinent part here; .....that where the loss occurred before foreclosure, the mortgagee is the creditor of the owner at the time of loss, & has an election as to how to satisfy the debt. The mortgagee may either turn to the insurance company for payment

as mortgagee under the New York Standard Mortgage Clause, and recover up to the limits of the policy, the mortgage debt; or the mortgagee may foreclose on the property. If the mortgagee elects to pursue the insurance company for payment of the debt, then the debt is fully satisfied & the mortgagee does not have any additional recourse against the mortgagor. If the mortgagee elects to foreclose on the property & the foreclosure sale does not bring the full amount of the mortgage debt, the mortgagee may recover the deficiency under the insurance policy as owner; but in the instant case-any **deficiency** have been waived as stated & shown in the next para., and;

(5).That with the house fully collapsed and cleaned up, (exhibit p. 6 attached), & any **deficiency** judgment having been waived, (exhibit p. 7 attached); Plaintiffs then have no further &/or other recourse; after foreclosure litigation; thus the insurance proceeds belongs to Def'd-up to policy limits (ex's. p.4 \$134, 800 & p.5 \$134, 800) (max. *para.* 3) unless extended by bad faith etc., and;

(6).That the Plaintiffs must decide and let the Defendant know in, *writing*, promptly which option they will pursue, so Def'd. can act promptly & accordingly re the insured funds & otherwise, and;

(.).That if the Plaintiffs chooses to pursue, Reginald Morton and / or the said insurers, then the motion to dismiss should be granted with prejudice, re: all above, Defendant argues; and prays that it is granted and so ordered by the court.

Most Respectfully Submitted,  
  
BY  
CHARLES TAYLOR, PRO SE  
332 MYRTLE BEACH HWY  
SUMTER, S. C. 2915.  
(803) 609-7990

Sumter, South Carolina

April 26, 2016

**CERTIFICATE OF SERVICE**

**2011-CP-43-0167**

RECORDED  
2016 APR 28 PM 3:10

JAMES L. CAMPBELL  
CLERK OF COURT  
SUMTER COUNTY, S.C.

That this is to certify that a copy of the pleadings listed below have been served upon the party(s) or their attorney(s) listed below by depositing a copy of same in the U.S Mail from Sumter, South Carolina on the date listed below.

Pleadings Served: Defendant Memorandum and Memorandum of Law Supporting His 4-15-16 Updated Motion to Dismiss Plaintiffs' Foreclosure Suit.

TO:

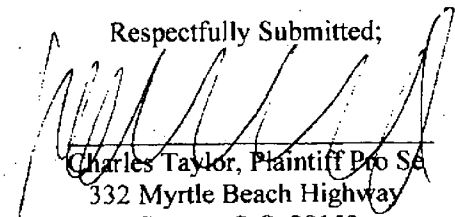
Mrs. Sara B. Nielsen, Esq. and the Law Firms of Nelson, Mullins, Riley and Scarborough;

ATTORNEY / LAW FIRM for the NAMED PLAINTIFFS / DEFENDANTS HEREIN; AND

CC: STATE FARM INS. CO.  
CLAIMS DEPARTMENT  
P O BOX 106149  
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RE: Policy No: 40 EW 3538 2

CC: AMERICAN MODERN HOME INS. CO.  
CLAIMS DEPARTMENT  
P O BOX 5323  
CINCINNATI, OH. 45201-5323  
RE: Policy No: OHZ0165867

Respectfully Submitted;



Charles Taylor, Plaintiff Pro Se  
332 Myrtle Beach Highway  
Sumter, S.C. 29153  
(803) 609-7990

Sumter, South Carolina

April 26, 2016

THE STATE OF SOUTH CAROLINA  
In The Court of Appeals

**RECEIVED**  
OCT 25 2016  
SC Court of Appeals

---

APPEAL FROM SUMTER COUNTY  
Court of Common Pleas

The Honorable Michael G. Nettles, Circuit Court Judge

Case No. 2016-001526

The Bank of New York Mellon f/k/a The Bank of New York, as Trustee for the benefit of Certificateholders of Popular ABS, Inc. Mortgage Pass-Through Certificates Series 2006-E,..... Respondent,

v.

Charles Taylor, Burgess Brogdon Bldg. Supply, Palmetto Health Alliance

of Whom Charles Taylor is the..... Appellant

---

**PROOF OF SERVICE**

---

I, the undersigned Attorney of the law offices of Nelson Mullins Riley & Scarborough, LLP, certify that I have served a copy of Respondent's Motion to Compel Appellant to Include All Matters Designated by Respondent in the Record on Appeal, To Strike Portions of the Record on Appeal, and Stay Final Briefs Pending Ruling on this Motion by United States Mail, postage prepaid, on October 25, 2016, addressed to:

Charles Taylor, *pro se*  
334 Myrtle Beach Highway  
Sumter, SC 29153

S. Nelson Weston, Jr., Esq.  
Richardson Plowden & Robinson  
P.O. Drawer 7788  
Columbia, SC 29202

NELSON MULLINS RILEY & SCARBOROUGH LLP

By: 

B. Rush Smith III

SC Bar No. 012941

E-Mail: rush.smith@nelsonmullins.com

Sarah B. Nielsen

SC Bar No. 78384

E-Mail: sarah.nielsen@nelsonmullins.com

1320 Main Street / 17th Floor

Post Office Box 11070 (29211-1070)

Columbia, SC 29201

(803) 799-2000

Attorneys for The Bank of New York Mellon f/k/a The Bank of  
New York, as Trustee for the benefit of Certificateholders of  
Popular ABS, Inc. Mortgage Pass-Through Certificates Series  
2006-E

Columbia, South Carolina

October 25, 2016

# Nelson Mullins

## Nelson Mullins Riley & Scarborough LLP

Attorneys and Counselors at Law  
1320 Main Street / 17th Floor / Columbia, SC 29201  
Tel: 803.799.2000 Fax: 803.255.5943  
www.nelsonmullins.com

Sarah B. Nielsen  
Tel: 803.255.9284  
Fax: 803.255.5943  
sarah.nielsen@nelsonmullins.com

October 25, 2016

### Hand Delivered

The Honorable Jenny Abbott Kitchings  
Clerk, South Carolina Court of Appeals  
1220 Sumter Street  
Columbia, SC 29201

Re: Bank of NY Mellon v. Charles Taylor, et al.  
Appellate Case No. 2016-001526  
Our File No. 36266/01512

Dear Ms. Kitchings:

Enclosed please find an original and seven copies of Respondent's Motion to Compel Appellant to Include all Matters Designated by Respondent in the Record on Appeal, to Strike Portions of Record on Appeal, and Stay Final Briefs Pending Ruling on this Motion in the above-referenced matter. We would appreciate your filing the original and returning a clocked copy of each to us via our courier.

By copy of this letter, we are hereby serving a copy of same on *pro se* Appellant and counsel.

Thank you for your attention to this matter. If you have any questions, please do not hesitate to contact us.

Very truly yours,

  
Sarah B. Nielsen

SBN:cpr  
Enclosures

cc: Charles Taylor, *pro se*  
S. Nelson Weston, Jr., Esq.

**RECEIVED**  
OCT 25 2016  
SC Court of Appeals