

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM YORK COUNTY

Master In Equity

S. Jackson Kimball, III

Case No. 2014-CP-46-2394

APPELLANT CASE NO. 2015-002253

Nationstar Mortgage

Respondent,

V.

Norman D. Lowery

Appellant.

BRIEF OF APPELLANT (INITIAL/CORRECTED)

RECEIVED
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SC Court of Appeals

Appellant:

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TABLE OF AUTHORITIES

Cases:

N/A

Federal Statutes:

5th Amendment to the Constitution of the United States-----	35
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Statement or Issues on Appeal

1. At the absolute most, start to finish, a Contested Foreclosure action in South Carolina "Due Process" may last nine (9) months opposed to the approximately twenty-nine (29) months from May 30 2013 to September 2015 for a single Master in Equity Hearing which lasted maybe 20 minutes' announcement to judgement.
2. PPH Mortgage Corp/Rogers Townsend & Thomas PC, unjustifiably "Delay" the case from going forward for a total of fourteen (14) months beginning July 17 2014 to September 23 2015 when it was ready for a Master in Equity Hearing in less than 30 days from Defendants Notice of Dispute Response to the Court.
3. When combined with a previously dismissed case by the Master in Equity, due to failure to move forward with the 2013 case (Dismissed by Court Order) combined with current active Foreclosure proceedings 2014 in a state of "Delay" for and estimated twenty-nine (29) months (est. 870 days) with:
 - a. No less than three full & partial (3) foreclosure filings/re-filing's, two of which occurred during the Delay of Court Case 2014CP4602394.
 - b. Five (5) Plaintiff/Respondent lawyers.
 - c. Four (4) transfer of mortgage servicers, three (3) of which occurred during the 2014-2015 Delay of Court Docket 2014CP4602394.
 - d. Two (2) changes to the "Note" holder (2014-2015).
 - e. Two (2) Master in Equity Hearings:
 - (1) The first one (August 25, 2015) hearing only the Appellant was present for; Missing was Master in Equity and Respondent/Substitute Respondent.

(2) Re-scheduled Master in Equity Hearing: Defendant and Master in Equity Present, Original Respondent not present. Substitute Respondent was present.

4. Why was the Appellant notified several days after the scheduled August 25, 2015 on/about August 28 2015) Master in Equity Hearing, the hearing was to be re-scheduled?

5. Why is there no notation in the Court Case File (Court Docket No. 2014CP462394 Plaintiff PHH Mortgage vs. Appellant N. D. Lowery) as to why the Master in Equity Hearing scheduled on August 25, 2015 was not held?

6. During the re-scheduled (September 23, 2015) Master in Equity Hearing:

a. Why did Master In Equity announce the Case as Court Docket No. 2014CP462394 PHH Mortgage Corp. vs Norman D. Lowery as Nationstar Mortgage Plaintiff vs. Defendant N. D. Lowery:

(1) All Court Documents received/possessed by the Appellant for Court Case No. 2014CP462394 document only PHH Mortgage Corp. /Attorney of Record Laura Baer for the Plaintiff.

(2) Defendant Norman D. Lowery was only prepared to defend himself from Plaintiff PHH Mortgage Corp. and had no fore-warning/documentation the Original Plaintiff was being substituted.

b. For Court Case Number 2014CP4602394 why there no record or document with Substitute Respondent (Nationstar Mortgage LLC) prior to or provided during the Master in Equity Hearing?

7. How can Nationstar Mortgage LLC be a substitute for Plaintiff PHH Mortgage in a foreclosure case in which:

a. The validity of the Affidavit of Debt (incorporated the body of the Summons/Complaint) and is contested via "Notice of Dispute" with:

b. Seventy-three (73) pages of evidence filed by Appellant August 21 2014 prove PHH Mortgage Corp lacked "Standing" for foreclosure action.

c. Required action by the Master in Equity (requested by the Defendant)

d. Validation of Debt actions on hold by PPH Mortgage and are Disputed.

8. Defendant after the Master in Equity Hearing on September 23, 2015, York County Clerk of Court posted The Plaintiffs Record of Hearing on/about September 28, 2015. Defendant acquired a copy of all documents contained in the York County South Carolina Court Docket No. 2014CP4602394 and discovered Affidavit of Verified Statement of Account, Deficiency Judgement Waived, Sworn to on August 18, 2015, Plaintiff Nationstar Mortgage LLC vs Norman D. Lowery Case No. 2014CP4602394, why was this sworn document:

a. Not shared with the Appellant (As required per Rule 50, SCACR) and?

b. Was it used as justification to foreclose in the Master in Equity hearing and /or?

c. Sent to The Veterans Administration as part of establishing justification for sale of the property?

d. Used as authority to schedule property appraisal or?

e. Used as source document used to schedule the Master in Equity Hearing or?

f. Used to initiate sale of the property prior to any hearing?

g. Contradicts The Record of Hearing Documents in that it claims to be the Servicer for PHH Mortgage Corp yet the Note was secured by Nationstar Mortgage LLC (May/June 2015).

9. Was the outcome of the Master in Equity Hearing pre-determined prior to being held?

10. Aug 24 2015 Appellant received notification from Department of Veteran Affairs who stated in writing "Your mortgage company has notified our office there is a Foreclosure sale scheduled for your VA Guaranteed Loan by Nationstar Mortgage LLC", How can this happen prior to the initial hearing scheduled on August 25 2015?

11. On June 17, 2015, why did PHH Mortgage Corp.'s Legal Representative re-file Foreclosure Documents (Sworn Affidavit Justifying the Action is missing) as Order of Reference, while it has had submitted to the Court Summon/Complaint on July 25 2014 to initiate foreclosure action, yet relinquished/transferred the Note/Mortgage to Nationstar Mortgage LLC May/June 2015.

12. June 23, 2015 PHH Mortgage Corp. filed Motion to Order to refer PHH Mortgage Corp. (Plaintiff) vs. Norman D. Lowery (Appellant) Docket No. 14-CP-46-2394 to Master in Equity to:

a. Take Testimony and Direct Final Judgement, how can this be done without a valid – uncontestable Affidavit to accompany said Order.

b. Aside from the fact PHH Mortgage Corp has already submitted Foreclosure action on July 17 2014 to which Appellant responded and disputed the Affidavit created in the Summons/Complaint.

13. Master in Equity accepted Plaintiffs (PPH Mortgage/Nationstar) submissions and/or actions to Master in Equity's Court, why wouldn't Master in Equity act or even acknowledge any document or evidence submitted by the Defendant Norman D. Lowery, opposed to closing the case file of submitted Evidence without discussion/consideration, subsequently Ordering: "This is what I'm going to do, who has the note?":

14. During the Delayed foreclosure process, February 18 2015, Appellant/Norman D. Lowery requested Court action to dismiss with Prejudice, York County Court Case No. 2014CP4602394/2014LP4600567 Plaintiff (PHH Corp/Rogers Townsend and Thomas) and Court Action.

15. Why wasn't the refiled Foreclosure documents by PHH Mortgage Corp, on June 17 2015, as a minimum, justify the re-filing(s).
16. Why do re-filed Foreclosure documents with PHH Mortgage Corp. as the Plaintiff have Rogers Townsend & Thomas, PC, Inter-office case number for Nationstar "135225-03514" annotated starting on/about, June 17, 2015 when all documents previous to that date list the inner office file number for PHH Mortgage Corp. "011227-01447"?
17. Attorneys assigned as the Plaintiffs (PHH Mortgage Corp.) Legal Representative both by signature and/or Legal note: Laura Baer, H. Guyton Murrell, Nikole Haltiwagner and Andrew W. Montgomery, all of whom are part of Rogers Townsend and Thomas PC. Where the Respondent (Substitute) Nationstar has only one Legal Representative Andrew W. Montgomery, Rogers Townsend & Thomas PC. Why can Andrew W. Montgomery represent both Plaintiff and Substitute Attorney on documents filed with the Court?
18. Master in Equity failed to stop all foreclosure actions shortly after the first Document (dated 20-08-2014/filed 21-08-2014) until disputed Affidavit (Robosigned- produced/signed/verified supporting documents) is reasonably resolved and Plaintiff ordered to present documents directly related to the Court Case?
19. Was the outcome of the scheduled Master in Equity Hearing determined before the Hearing?
20. It appear Rogers Townsend and Thomas and the Plaintiff(s) were allowed to influence the judgement by actively maneuver and steering actions?
21. Why didn't the Plaintiff PHH Mortgage Corp. submit a Sworn Affidavit of Debt Validation showing basis for foreclosure action (Disputed).

22. Why wasn't Defendant provided un-redacted copy of all mortgage transfers, coordination with third (3rd) parties where redactions of key identifiers such as loan information and lack identification of requester on Home appraisal and mortgage sale/transfer of "Note" Documents?

23. September 28 2015 filing of Record of Hearing Judgement of Foreclosure and Sale List of facts Nationstar Mortgage LLC vs Norman D. Lowery are not totally correct.

Statement of the Case

August 25 2015 Master in Equity Hearing for Foreclosure 420 Common Pleas Case #2014CP4602394, PHH Mortgage Corporation (011227-01447) vs Norman D. Lowery was scheduled (Matter of Designation [MoD] pgs. 1-81). Upon arrival for the hearing Appellant (Norman D. Lowery) was present for the Master in Equity Hearing, not present for the scheduled hearing: Master in Equity nor Plaintiff PHH Mortgage, Proof Defendant was present for the scheduled Master in Equity Hearing staff attached a dated (8-25-15) post-it note to a document of evidence Defendant was going to submit to the Court during the Master In Equity Hearing (MoD pg 82). Several days later Appellant received written notification (MoD pg 85) from Rogers Townsend and Thomas PC, the hearing was cancelled and would be re-scheduled. Defendant received notification of re-scheduled Master in Equity Hearing from Rogers Townsend and Thomas (Plaintiff/PPH Mortgage Corp.), to be held on September 23, 2015 (MoD pgs 86-87).

September 23 2015, re-scheduled Master in Equity from August 25 2015, Nationstar Mortgage LLC Legal Representative A. W. Montgomery, Esquire (Rogers Townsend & Thomas) and Assigned Disposition Judge K. S. Kimball III, not present to the Hearing was Plaintiff PHH Mortgage Corporation. Hearing initiated by Judge K. S. Kimball III announcing the Case No. 2014CP4602394 Nationstar vs. Norman D. Lowery. When recognized to address the Court Appellant stated that all my Court Documents have no reference to Nationstar Mortgage LLC, all Court related documents Appellant received from Rogers Townsend and Thomas only document PHH Mortgage Corp. as the Plaintiff. (MoD pgs 81-101)

Appellant was prepared for the Master in Equity Hearing for Plaintiff PHH Mortgage vs Norman D. Lowery not Nationstar Mortgage LLC. Additionally, Appellant raised the question of two (2) different mortgage companies/mortgage servicers vying for foreclosure under the same Court Case/Docket number #2014CP462394 is at a minimum "Double Jeopardy". The Master in Equity spoke with Nationstar's Legal Representative, Appellant could only hear fragments of (hearing issues). Once the Master in Equity and Nationstar Mortgage LLC finished their conversation, Master in Equity Judge closed the Court Case File, without considering any documents/evidence of Proof Appellant pre-submitted to the Court proving PHH Mortgage Corp. had no "STANDING" to justify foreclosure action, Master in Equity immediately issued the Order "DIRECTED": "This is what I'm going to do. Who has the Note" which Nationstar Legal Representative stated his client held the Note. In complying with the Master in Equities issued Order during the hearing Plaintiff was hindered to raise any further issues or objections such as holding Plaintiff PHH Mortgage in Default for failing to appear to the Hearings. Subsequently Nationstar Mortgage LLC/Andrew Montgomery Attorney of Record was substituted without any documents until September 28, 2015 (MoD pg 114).

Master in Equity Judge subsequently substituting the Plaintiff PHH Mortgage Corp./Attorney of Record not present at the hearing, with Nationstar Mortgage and awarding Foreclosure Right/Action to Nationstar Mortgage LLC. Shortly thereafter Appellant received Documents Filed with the York County Clerk of Court, Case No. 14-CP-46-2394 Concerning ORDER SUBSTITUTING RESPONDENT - PHH Mortgage Corp. to Nationstar Mortgage LLC. York County Court, Case No. 14-CP-46-2394 JUDGEMENT IN A CIVIL CASE, RESPONDENT Nationstar Mortgage LLC, DEFENTANT Norman. D. Lowery of the Court, ORDER OR ADJUGED, Form 4, 14-CP-2394, FILE DATED September 15, 2015, awarding Judgment of Foreclose to Nationstar Mortgage LLC. without "STANDING".

ARGUMENT

A. 2013/2014 PHH Mortgage Corp. Statement of Debt STANDING/LIVE CONTACT/ERROR RESOLUTION

NOTICE OF ERROR-DISPUTE

1. Foreclosure action initiated on July 25, 2014 by PHH Mortgage Corp./Laura R. Baer, Rogers Townsend and Thomas Summons/Complaint (Court Docket 2014CP4602394) with simply a Statement of Debt (PHH Mortgage Corp.) incorporated in the body of the filing lacks "standing" (MoD pg 74-81).

a. The 2014 statement is not based or derived from a Sworn Affidavit by an official representative for PHH Mortgage Corp. supported by fact.

b. Lacking the very basic Sworn Affidavit with validated proof from PHH Mortgage Corp. the complaint lacks "standing".

2. If the July 25, 2014 Summons/Complaint is simply Rogers Townsend and Thomas creating and unvalidated Statement of Debt, by assimilating information from the "2013 Dismissed for not moving the case forward" , FORECLOSURE ACTION, 2013CP4601503 (011227-01181) RESPONDENT, PHH MORTGAGE CORPORATION V. NORMAN D. LOWERY initiated May 15, 2013:

a. That case was contested/disputed by Defendant Norman D. Lowery (MoD 153-226) with documented evidence the Sworn Affidavit of Debt overwhelmingly lacked "Standing".

b. The 2013CP4601503 was "Dismissed" by the York County Master in Equity for failure to move forward with the case. and was in a state of "Delay" for an estimated fourteen (14) months (MoD pg 227).

c. The 12 June 2013, notification (MoD pg 229) from Rogers Townsend they were placing a hold on further foreclosure actions until PHH validated the debt IAW TILA 1024.35(b) still in place.

3. June 30, 2014 PHH Mortgage Corp./Laura R. Baer, Rogers Townsend and Thomas created their own Statement of Debt body of 2014 Summons/Complaint (Court Docket 2014CP4602394) submitted to the Court by PHH Mortgage Corporation/Attorney of Record Laura R. Baer - Rogers Townsend and Thomas, was subsequently "Disputed" by the Appellant in less than a month' time. (MoD pgs 153-226)

a. Payment history; Appellant made all required payments (except January.2013 due to mitigating circumstances) from the point of initiating the house mortgage up to May 2013. All payments were made via telephone contact with PHH and paid with a Debit Card with exception of January to May 2013 where Appellant's spouse took over paying monthly debts while Appellant recovered from a heart-attack. January 2013 payment was missed due to emergency treatment of a heart attack in January assuming Appellant had already paid it (MoD pgs 170-178)

b. While paying the December 2013 payment Appellant advised PHH (recorded by PHH) the January 2013 may be a bit late due to New Year's Holiday schedule observed by the Department of Defense Accounting and Finance Agency's work day. Appellant is a Retired USAF, MSgt and 100% disabled permanent unemployable disability rating through the Veterans Administration (since September of 2010). Retiree's/Disabled Veterans were normally paid the first normal business day following a scheduled holiday.

c. "Live Communication" Appellant advised the PHH Rep that Appellant was having telephone issues with Appellant cell phone due to dropping it in a puddle of water during a storm, subsequently receiving any signal was greatly affected but can be reached at the alternative number or by email noted

in the PHH system, this conversation was recorded by PHH Mortgage Corp. and should be a matter of record in the mortgage file as required IAW TILA 1024.38(c)(2) .

d. Mortgage PAYMENTS; Shortly after the New Year Appellant suffered a Heart Attack; Appellant's spouse took over paying all monthly bills, including mortgage payments Appellant spouse, made mortgage payments:

(1) February 2013 with check # 1310 for the scheduled amount of \$817.41 (MoD pg 234) processed by Mortgage Services (ref NC State Employee's Credit Union Statement (MoD pg 235) , . In Accordance With (IAW) TILA PAYMENT PROCESSING 1026-36(c)(1) "If a servicer has provided written requirements for accepting payments in writing but then accepts payments that do not conform to the written requirements, the servicer must credit the payment as of five days after receipt." Appellant's spouse assumed the January 2013 payment had been made and:

(2) Subsequent Mortgage payments made via personal check for the scheduled amount. IAW TILA 1026.36(c) were required to be credited to the mortgage account by PHH Mortgage Corp. since it accepted and processed (MoD pgs 230-233) which PHH Mortgage Corp. failed to do.

(A) March 2013 check #1312 \$777.15

(B) April 2013 check#1316 \$777.15

(C) May 2013 check #1317 \$777.15

e. Not crediting Appellants mortgage account IAW TLIF 1026.36(c) for March, April and May of 2013 is beyond the scope and authority of the Appellant, only Original Plaintiff. is responsible for its "Errors" associated with the control of its processes. PHH Mortgage Corp. is also responsible for safeguarding and accountability of these instruments of payment to date.

f. Because Original Respondent's failure to account/safeguard payments sent to them IAW TLIF 1026.36(c) clear up to the Master in Equity Hearing; Appellant was forced to stop payment on the personal checks thru NC State Employees Credit Union (MoD pgs 230-238)

4. Appellant received no form of communication from Original Respondent of any payment issues or errors (IAW TILA Periodic Statements for Residential Mortgage Loans - Section 1026.41) up until Original Respondent's initiated Summons/Complaint documents hand delivered to Defendant/Norman D. Lowery in May of 2013 (MoD pgs 67-81).

a. Appellant checked into payments made by Appellant's Spouse noting January 2013 payment was missed.

b. Mortgage payments to Original Respondent Feb through May of 2013 for the scheduled amount were sent.

(1) February 2013 personal check #1310 (scheduled amount) was processed by Original Respondent TILA 1026-36(c)(1) ".....Accepts payments that do not conform to the written requirements, the servicer must credit the payment as of five days after receipt."

(2) March, April and May had not been processed, these payments should have been processed as was the February payment as directed in TILA 1026-36(c)(1) or as a minimum held in a suspense or unapplied funds account IAW TILA Parodic Statements for Residential Mortgage Loans - Section 1026.41.

5. May 15 Appellant contacted Original Respondent's (recorded conversation) Call Center but said they could not help or access the file, Appellant would have to contact their Foreclosure Section. Prior to any foreclosure action Original Respondent should have assigned a specific case manager to resolve any

delinquent/foreseeable delinquency associated with the mortgage loan, no one was assigned to this capacity by Original Respondent as required by 12 CFR 1024.38(b) 3a.

a. Initially the Original Respondent's stated (recorded) that Appellant's February payment (personal check) was not processed and was sent back with a "Notice of Short Payment" and further stated their computer showed no payments being processed for March thru May of 2013 (MoD pgs 239-246).

b. Upon Appellant further questioning and advising them, Original Respondent processed the Feb 2013 payment and stated that the check was processed and they cut a check #2013199158, sent it to Appellant with a letter of short payment requesting an additional \$91.72 (MoD 239-246).

(1) Appellant advised Original Respondent no such letter or check was received by us and subsequently asked them to check the address to which they sent the documents and to check to see if Original Respondent's check #2013199158 was processed. If it was processed it was cashed by someone other than Appellant.

(2) Appellant Disputed Foreclosure actions via "Letter of Dispute" (MoD pg 247-252) and verbal demanding a copy of all letters, documents, courier's receipts, and the current location of the checks Appellant's spouse wrote for the mortgage payments and

(3) All documents associated with the loan from January 2013 till May 2013 and records of contact etc. are maintained in the mortgage file IAW TILA 1024.38(c)(2). Original Respondent failed its mandated responsibility to disclose mortgage loan information as required or to specifically assign personnel to manage the case IAW 12 CFR 1024.38(b) 3a.

(4) What copies of Documents Appellant received from Original Respondent are all Robosigned/un-validated by human hand, lacking any shape of form of actual verification by the specific process manager/owner.

6. Appellant offered a reasonable written/verbal "work out" (several times), as well as the initial letter of "Dispute/Error" (IAW TILA 1024.35 and 1024.36) to Original Respondent, Appellant asserted a plan to reasonably and quickly resolve the issue by sending double payments (\$1800.00) each month to resolve the issue and allow the opportunity to correct its "ERRORS" in its processes, however Original Respondent refused. (MoD pgs 253-254)

7. 5 June 2013 Appellant sent a request for a status update from Rogers Townsend as to status of information and documentation Appellant requested on 23 May 2013 (MoD pg 247-252) IAW TILA 1024.35 and 1024.36

a. Appellant contacted the Original Respondent's legal representative (MoD 247-252) both by phone and via email indicating the same information and requesting documents/information (Proof) alleged by Original Respondent, as well as location of the checks that were written to Original Respondent (Mod pgs 230-238).

b. 12 June 2013, Received notification (MoD pgs 257-259) from Rogers Townsend they were placing a hold on further foreclosure actions until Original Respondent validated the debt IAW TILA 1024.35(b) and Appellant requested date which Appellant can reasonably expect a response .

c. 18 JUNE 2013 Original Respondent's Attorney responded via email to Appellant 5 June 2013 email stated they would provide me with the requested documents when Original Respondent's provided them (MoD pg 260). TILA 1024.35(d) to (e) requires response in thirty days.

d. PHH Mortgage Corp. thru Rogers Townsend and Thomas PC never produced all documents supporting PHH Mortgage Corps. Statement of Debt thus failing its thirty (30) day requirement IAW TILA 1024.35(b)

e, September 30, 2014 email letter (MoD pg 261) RE: PPH Mortgage Corporation vs Norman D, Lowery Case Number 14-CP-46-2394; York County, Our File No. 01127-01447 stated "This letter is in response to your inquiry regarding certain payments with respect with your mortgage loan #7116927869.....".

(1) The Letter is not a statement from the Original Respondent and is absent of proof or firsthand knowledge. Original Respondent is expected to produce documented "Proof" of his statements. As a minimum where is the Sworn Statement of PHH Mortgage in regarding the demands for "Proof" in both 2013 and 2014 (requirement IAW TILA 1024.35(b)and 1024.36) Notice of Error/Dispute. These "Disputed" documents are a part of the mortgage file which PHH Mortgage Corp is mandated to maintain IAW TILA 1024.38(c)(2).

(2) Original Respondent's Attorney cannot simply respond as knowledgeable of Original Respondent's process, the Original Respondent is required by law IAW TILA 1024.35(b)and 1024.36) to respond to this simple issue within 30 days: It has been un-answered for fifteen (15) months to date.

(3) Until Original Respondent. complies with mandated Error Resolution/Notice of Dispute (TILA 1024.35 and 1024.36) the "Hold on Further Actions until Original Respondent "Validates the Debt" is still in effect up to the point of the Master in Equity Hearing Officially held on September 23, 2014)

8. May of 2013 up to the point of "Dismissal of the Court case 2013CP4601503 for failure to move the case forward via Form 4, Appellant contacted a number of PHH Mortgage Corp. associates opposed to

PHH Mortgage Corp's responsibility having assigned a case manager as required by TILA 1024.40(a)(1) and/or IAW TILA Administrative Actions and Specific Defenses Section 108.

a. Instead Appellant initiated contact with PHH Mortgage Corp., only to simply being referred from one person to another ending up with the Call Center staff who have no authority to resolve the Errors/Dispute.

b. Appellant sent several emails to and left Original Respondent several voice messages, yet received nothing in return except an email (nothing written in the body) with a "Home Loan Modification Package"

9. On three (3) Occasions after May of 2013, a courier, who refused to state what company he was employed/associated with or who he was, delivered requests for Defendant to contact Original Respondent.

a. Each time Appellant contacted Original Respondent, Appellant was referred to someone else in Original Respondent's call center even each associates lacking authority/responsibility to arrange any work-out plan.

b. The last Original Respondent's representative, simply sent an email (not even a note) for a Mortgage modification package.

c. These contacts do not fulfill the requirements for "Live Contact" as required under the circumstances IAW TILA 1024.39(a) requiring an assigned case manager.

10. Appellant made every reasonable effort to resolve the "Errors" made by PHH Mortgage Corp. once Appellant was made aware of payment issues (Served Summons/Complaint initially on May 15, 2013 and again on July 24 2014.

a. Appellant presented documents that show exactly the serious administrative/process/accounting "Error's" made by Original Respondent IAW 12 CFR 1024.51.

b. Appellant admits January 2013 payment was missed due to mitigating circumstances, yet Appellant's Spouse continued sending checks for the scheduled payments promptly and for the appropriate amount.

(1) These instruments of payment are in the possession of PHH Mortgage; it is not possible for three out of four checks not being processed as required.

(2) One personal check #1310 (MoD pgs 234-236) was reportedly (recorded phone contact with PHH Mortgage, 15 May 2013) returned By PHH Mortgage with a letter (incorrectly addressed) of "Short Payment", the document forwarded to Appellant in August 2013, then being told the personal check was processed (IAW CFR 1026.36(c)(1)) and a PHH Mortgage check (#2013199158) was sent with the letter (incorrectly addressed) of "Short Payment Notice in March of 2013.

(3) Appellant never received any letters or check 2013199158 from Original Respondent who (IAW 12 CFR 1024.40(a)) must have policies and procedures that are reasonably designed to assign personnel (one or more persons) to a delinquent borrower at the time the servicer provides the borrower with the written notice required under 12 CFR 1024.39(b),

a. Appellant received a check five to six months later from PHH Mortgage late August 2013 (MoD pg 245) check #2013911073, dated 20 August 2013 in a hand addressed envelope paper clipped to a blank sheet of paper, no explanation of any shape form or manner.

b. This demonstrates just one of the many accounting/processing Errors made by PHH Mortgage Corp.

c. Three (3) other personal checks (MoD pgs 230-233) apparently cannot be accounted for by PHH Mortgage. Appellant requested in May of 2013 for an image/return of the personal checks or at least who was in possession of them. Subsequently Appellant had to have the bank stop payment on the checks PHH Mortgage Corp. didn't process as required or as a minimum return them to the correct home address.

d. PHH Mortgage Corp. Failed "Good Faith Efforts" to account for these instruments of payment and should have submitted a Sworn Affidavit stating why they cannot produce the personal checks.

e. Live Contact, Original Respondent was advised of phone difficulties in December of 2012, why did they not try contacting me by the alternative means. General Continuity of Contact Policies and Procedures—12 CFR 1024.40(a) and 12 CFR 1024.39a; ... good faith efforts to establish live contact consist of "reason-able steps under the circumstances," and these efforts "may include telephoning the borrower on more than one occasion or sending written or electronic communication encouraging the borrower to establish live contact with the servicer.

(1) Original Respondent has Appellant's alternate phone number, email address, or they could have sent a notice by certified delivery service.

(2) Original Respondent after May of 2013 sent a courier to Appellant house three (3) different times simply to drop off an envelope with a note for me to call the PHH Mortgage Call Center, this shows PHH Mortgage could have notified Defendant prior to any foreclosure action.

(3) Original Respondent could have simply sent an email which went to a hard wired computer "electronic communication" IAW 12 CFR 1024.38(b), 5(a).

11. Receipt of documentation requests (Error Resolution/Dispute) from Original Respondent was drawn out, protracted and in a state of "Delay" up to the point York County Court "Dismissed" the 2013 foreclosure case and again in 2014. 12 CFR 1024.39(b), 12 CFR 1024.40(a)

a. During the "Delay" it took three (3) months to get a copy of two (2) simple letters.

b. Original Respondent can't or refused to produce the documents Appellant Disputes the validity/standing which Original Respondent professes.

c. What source documents Original Respondent used for justification for "Standing" initiating foreclosure lack validity.

12. All documents (MoD 264 – 276) received by the Appellant (after being served May 2013 Summons/Complaint) from both Coldwell Banker Mortgage (Mortgage/Note Holder) PHH Mortgage Corp. (Mortgage Servicer)/Original Respondent are Robosigned, show different amounts for the same date/time frame, lack any notation of human review for correctness of content and correctly addressed by the originator of the associated document(s) as mandated IAW 12 CFR 1024.38(a) and (b)(1)). Combined with lack of communication 12 CFR 1024.40(a), actual hands-on validation of its claims (Proof) with the Appellant and "Refusal" to accept mortgage payments or process as required IAW Servicing File—12 CFR 1024.38(c)(2), there is no "Standing" to justify foreclosure action. The only item that actually shows it was generated by a human was a hand addressed (with correct address) envelope nothing else.

a. Spreadsheets (Customer Account Activity Statement) is Robosigned is inaccurate and nearly unreadable without some fashion of magnification (MoD pgs 264-266)

holders within months of each other commenced, re-creating new Statements of Debt during intentional "Delay". Recreating new Statements of Debt are not "fact" based on evidence for "standing".

d. October 1, 2014 (Exhibit 25) C. Howell/ Rogers Townsend and Thomas response for status update on the delay, four (4) months, of "Error Resolution" and receipt of actual "validated" proof of its (PHH Mortgage Corp.) "Standing" for foreclosure action, was an attached simple letter which is basically a baseless response that wasn't even from PHH Mortgage Corp, again no "Proof" of standing or resolution of "process errors" or actual validation of any document requested.

3. Clerk of Court subsequently assigned Court Docket No. 2014CP4602394 (011227-01447) Plaintiff PHH Mortgage Corp vs. Appellant Norman D. Lowery.

a. The Summons/Complaint submitted by PHH Mortgage Corp. didn't attach a Validated Statement of Debt the foreclosure action is "disputed" and has no "Standing":

b. The action begins to bury the initial documents/statements and affidavit introduced in Court Docket No. 2013CP4601503 that had no "Standing" and plagued with false statements, manufactured/Robosigned documents, intentional "Delay" etc..... with the multiple transfers of Note/Mortgage servicers.

c. Had the Court Case No. 2013CP4601503 possessed "STANDING" it wouldn't have been in a state of intentional "Delay" leading to its Dismissal by the Court.

4. Appellant contested the foreclosure action Court Docket No. 2014CP4602394, with documented "Proof" directly showing the Plaintiff PHH Mortgage Corp. again lacks "Standing" for justification of foreclosure action:

a. August 8 2014 Initial response to Laura Baer/Rogers Townsend and Thomas Foreclosure Action, 2014CP4602394/2014LP4600567 Plaintiff PHH Mortgage Corp. vs. Norman Lowery, Office File No. 011227-01447.

b. August 21 2014 Appellant sent Letter/Notice of Dispute to Plaintiff's Attorney of Record Laura R. Baer (Rogers Townsend and Thomas PC). In the 2014 Letter of Dispute Appellant/Norman D. Lowery, as in 2013 demanded a number of documents

5. August 21, 2014 Appellant submitted Appellants Response to the Summons/Complaint 2014CP4602394 to the Master In Equity Court "Disputing" the "STANDING" of PHH Mortgages Foreclosure action with documented evidence, over seventy pages, supporting Appellant's counter claims/response to the July 25, 2014 Summons Complaint (Plaintiff PHH Mortgage Corp./Laura R. Baer, Rogers Townsend and Thomas PC vs. Appellant Norman D. Lowery [011227-01447]). Appellant's submission of documents required Master in Equity action. Master in Equity has never taken any action and Court Case 2014CP4602394 was in a state of "Delay" to the September 23, 2015 Master in Equity Hearing.

a. October 1, 2014 Follow-up with PHH Mortgage Corp./Rogers Townsend & Thomas as to status of requested documents. Plaintiff/Legal Representative failed/refused to produce Appellants demand for documents of evidentiary value possessed by the Plaintiff and "Delay" continued.

b. Thirteen (13) months later Master in Equity, during the September 23 2015 Hearing, simply closed the case file containing the evidence without comment on the evidence or ruling on its content.

CONCLUSION

This case should never had been subject to foreclosure action; it could have simply been resolved in a month opposed to twenty-nine (29) months and two (2) foreclosure actions; both lacking any standing for foreclosure action/justification. I am a one-hundred percent (100%) severely Disabled Veteran, always contacted PHH Mortgage Corp. and paid the mortgage payment via Debit card, I missed one (1) payment due to having a Heart Attack and passing bill paying off to my spouse. She thought I had paid the Mortgage payment for January 2013 and she paid all subsequent mortgage payments for the scheduled amount. Had PHH Mortgage Corp. simply followed federal law, assigned a Case Manager, applied all payments to the mortgage account, actually verified its statements -- annotated by the process owners and insured it sent written communications with the correct address, there would have never been even the thought of foreclosure. Documents produced were all Robosigned, accounting was inaccurate to the extent that over \$500.00 was sent to me in 2015. Actual Good Faith "Error Resolution" efforts on PHH Mortgage Corp's, part as I pointed out in writing (still un-resolved from 2013/2014) is a display of extreme gross negligence and abuse.

There was no excuse for twenty-nine month/870 day "Delay" to bring the case to a single hearing only after multiple transfer of Note Holder and Mortgage Servicers during the Spring/Summer of 2015. Appellant shows up for the scheduled August 25, 2015 Master in Equity Hearing to which Appellant was the only one present, at the rescheduled Master in Equity Hearing Plaintiff on all Court Documents note PHH Mortgage as the Plaintiff for both Master in Equity Hearings. Defendant was fully prepared for both Hearings yet, at the rescheduled September 23, 2015 Master in Equity Hearing the Master in Equity announced the 2014CP4602394 Court Docket as Nationstar Mortgage LLC vs Norman D. Lowery, for lack of better terms "Bait and Switch" of Plaintiffs and PHH Mortgage was in "Default". When Master in Equity recognized the Defendant, Defendant immediately raised the issue that he was not advised/provided any documents in any shape or form PHH Mortgage wasn't going to be present for the hearing nor Nationstar would attend and submit a Motion as a Substitute Plaintiff ("Double Jeopardy").

Before Defendant could raise any other issues such as PHH Mortgage being in Default or any other issue, Master in Equity Closed the Case Docket containing Defendants "Proof" PHH Mortgage Corp. had no "Standing ", and issued a Bench Order "This is what I'm going to do, Who has the Note?", subsequently Ordering Nationstar as the Substitute Plaintiff and Ordering Right to Foreclosure action to Nationstar Mortgage LLC. Defendant's Right to "Due Process" and a "Fair/Impartial Hearing" were violated (5th & 14th Amendments to the Constitution of the United States).

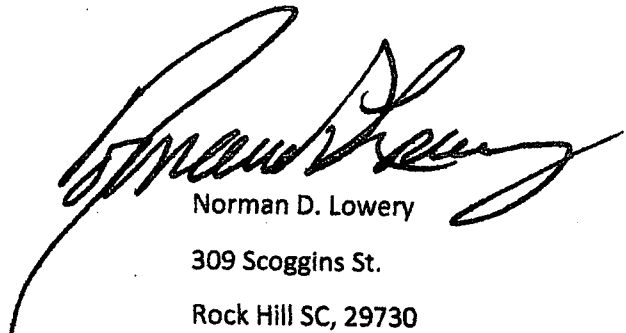
I am not a lawyer but due to being 100% severely Disabled Veteran as a minimum I would ask the Court to Order Nationstar and /or PHH Mortgage to:

1. Surrender the Note and Mortgage/Deed/title for home and property, 727 Sweet Meadow Lane Clover SC 29710 to Appellant within 30 days, surrender any and all claim/right to bring any legal action of any shape/form or fashion against Appellant by any entity/person/agency having been associated with this case or Note/Title, Deed, servicer or agency. Proof of Compliance to the Court with signature of acceptance by Appellant,
2. Pay for any/all restoration fees for damage to the home, out-buildings and property, pest control and yard which has been sitting in derelict since 2015, as recommended by a 3rd party building inspector to be paid for by Plaintiff(s). Should the home be un-inhabitable replace the dwelling and associated fees for removal of un-inhabitable dwelling/foundation and set up fees/costs for the same square footage and fireplace. With proof of compliance to the Court with Appellants signature of acceptance.
3. Contract for/pay for all moving, dissemble/assembly fees to return Appellant to the property 727 Sweet Meadow Lane Clover SC 29710. From all rental property and storage units. With Proof of Compliance bearing acceptance by the Appellant

4. Reimburse Appellant for all costs incurred to date vacating 727 Sweet Meadow Lane Clover SC, dwelling costs/rents, storage fees, utilities, deposits, and rent up to such time Appellant and all personal property is returned and occupying 727 Sweet Meadow Lane, Clover SC 29710. Present to the Court proof of compliance with Appellants signature of acceptance within 30 days.
5. Restore/repair credit reporting, and any/all IRS and Department of Veterans Affairs issues, fees, requirements within 30 days and documented proof of compliance with Appellants signature of acceptance.
6. Appellant retains the right to bring future lawsuits and any other legal action in any shape form or fashion against Nationstar Mortgage LLC, PHH Mortgage Corp. mortgage/note holder or note/mortgage servicer and/or any other agency of any form/shape or fashion associated with this case.
7. Any other Court Order deemed appropriate by The South Carolina Court of Appeals

For the reasons and evidence presented, this Court should reverse the judgement of the Master in Equity's Court

Respectfully submitted



Norman D. Lowery

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(828)782-7020

Appellant