

STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS
APPEAL FROM SUMTER COUNTY
COURT OF COMMON PLEAS

Hon. Michael G. Nettles, Circuit Court Judge

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SC Court of Appeals

Appellate 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, Respondents,

v.

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

Of Whom Charles Taylor is the Appellant.

2ND AMENDED
RECORD ON APPEAL

CHARLES TAYLOR, APPELLANT
332 MYRTLE BEACH HIGHWAY
SUMTER SOUTH CAROLINA 29153
(803) 609-7990 APPELLANT-PRO SE

Defendants' Counsels of Record:
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INDEX.....PAGES 1..2

Orders / Judgments

Judge Nettle's 6-8-16 Sign Order Judgment from the 5-16-16 Motions Hearing.....	3..6
Judge Nettle's 7-7-16 Sign Final Order Judgment from Aplnt's. Rule 59(e) Motion.....	7..8
Supr. Ct's. Admin. Order re: 8-27-12 Respds'. Notice of Stay Proceedings (1 st Stay).....	9..9
Consent Order of 1-4-16 to Stay Proceedings (2 nd Stay).....	10.13
Judge James' 3-31-16 Order Lifting Stay.....	14.15
<u>Per Ct.'s 12-8-16 Order--additional copy all sign-file Cir. Ct. Orders--see-p.'s.....</u>	<u>141-156</u>

Pleadings

Respondents' 1-28-11 Foreclosure Complaint.....	16..19
<u>Per Ct.'s 12-8-16 Order--additional complete copy of Respd's. Comp'l--see-p.'s.....</u>	<u>157-162</u>
Appellant's 3-1-11 Answer & Counterclaim	20..28
Respondents' 3-31-11 Reply to Respondent's counterclaim.....	29..30
Appellant's 7-18-11 <i>dated</i> Counterclaim / file stamp date 7-20-11.....	31..37
Appellant's 7-18-11 <i>dated</i> Amended Counterclaim / file stamp date 7-28-11.....	38..44

Motions

Respondents' 3-31-11 Motion to Dismiss Counterclaim.....	45..48
Respondents' 8-1-11 Motion to Strike counterclaim.....	49..52
Appellant's 2-28-12 Motion to Dismiss Foreclosure Suit.....	53..53
Appellant's 4-20-16 Update Pending Motion to Dismiss Respondents Suit.....	54..55
Appellant's 4-28-16 Memo & Memo of Law Supporting Updated Motion to Dismiss...56..63	
<u>Per Ct.'s 12-8-16 Order--exclude exhibits to 4-28-16 Memorandum--i.e.--p.'s....</u>	<u>59-63</u>
Appellant's 5-6-16 Supplement to Memo & Memo of Law Supporting Dismiss Motion...64..70	
Appellant's 1-22-16 Motion to Amend Answer and Counterclaim.....	71..72

INDEX

Appellant's 5-6-16 Memorandum Supporting Motion to Amend Answer & Counterclaim..73..83

Appellant's 5-11-16 Motion Hearing (5-16-16) Brief.....84..85

Appellant's 6-13-16 Rule 59-e Motion.....86.93

Transcripts / Depositions

0.

Affidavits

Appellant's 5-11-16 Aff'd. Supporting Motion to Dismiss Respd's'. Foreclosure Suit...94..96

Exhibits

As Attached to Each / Pleading / Motion / Affidavit /

file date on left (*served same time*)

& on right total pages.

All Other Documents

Respd's. 2-12-16 Status Report.....97-99

Respd's. 3-28-16 Status Report.....100-102

Respd's. 12-10-12 Cert.. of Comp. w/ SC Supr. Ct. Admin. Odr. No. 2011-05-02-01....103-140

Per Ct.'s 12-8-16 Order--additional complete copy of Respd's. Certification--see-p.'s...163-238

INDEX

**ROA
P.2**

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,) **[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), SCRCP. 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), SCRCP. 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), SCRCF 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

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

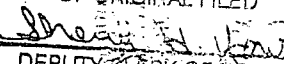
The Bank of New York Mellon f/k/a The) Civil Action No. 2011-CP-43-0167
 Bank of New York, as Trustee for the)
 benefit of Certificateholders of Popular)
 ABS, Inc. Mortgage Pass-Through)
 Certificates Series 2006-E,) **[PROPOSED] ORDER**

Plaintiff,)

vs.)

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

Defendants.)

CERTIFIED TRUE COPY
 OF ORIGINAL FILED

 DEPUTY CLERK OF COURT
 SUMTER COUNTY
 SOUTH CAROLINA

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.*

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P.7

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

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,

Defendants.

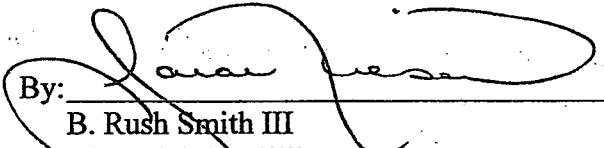
Civil Action No. 2011-CP-43-0167

**NOTICE OF STAY PURSUANT TO
ADMINISTRATIVE ORDER NO.
2011-05-02-01**

Notice is hereby given that the proceedings in this matter are stayed pursuant to
Administrative Order No. 2011-05-02-01 issued by the South Carolina Supreme Court
regarding mortgage foreclosure actions, until completion of foreclosure intervention as
allowed for by said Order.

This the 27th day of August, 2012.

NELSON MULLINS RILEY & SCARBOROUGH LLP

By: 

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Alana Odom Williams

~~Sarah B. Nielsen~~

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*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*

**ROA
P.9**

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,)

Plaintiff,)

vs.)

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

Defendants.)

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.

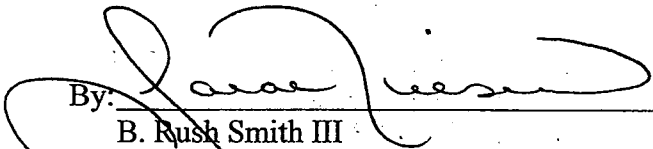
NOW, THEREFORE, the Court hereby **GRANTS** the Motion to Stay Proceedings and directs the Clerk of Court for Sumter County to note the stay on the public case index until such time as the Court lifts the stay in accordance with the requirements outlined herein. Further, the Court hereby **CONTINUES** 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 _____ day of _____, 2015.

The Honorable George C. James, Jr.
Presiding Judge

WE SO MOVE:

NELSON MULLINS RILEY & SCARBOROUGH LLP

By: 

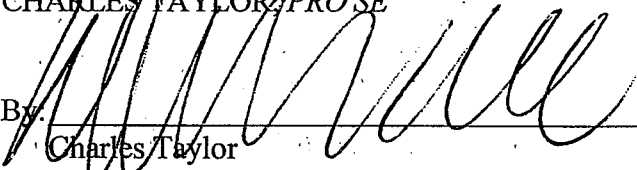
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*Attorneys for The Bank of New York Mellon f/k/a The
Bank of New York, as trustee for the benefit of
Certificateholders of Popular ABS, Inc. Mortgage Pass-
Through Certificates Series 2006-E*

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)
) 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,)

**[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

STATE OF SOUTH CAROLINA **RECORDED** IN THE COURT OF COMMON PLEAS

COUNTY OF SUMTER 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, Inc. Mortgage 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.

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P.16

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
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Columbia, South Carolina
January 27, 2011

RECORDED

STATE OF SOUTH CAROLINA
COUNTY OF SUMTER

2011 MAR - 1

IN THE COURT OF COMMON PLEAS
THIRD JUDICIAL CIRCUIT
DOCKET NO: 2011-CP-43-0167

JAMES C. CAMPBELL
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 the Certifi-)
cateholders of Popular ABS, Inc.)
Mortgage Pass-Through Certifi-)
cates Series 200-E)

Plaintiff,

vs.

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

Defendant(s),

DEFENDANT CHARLES TAYLOR'S

ANSWER AND COUNTER CLAIM
(JURY TRIAL DEMANDED)

The Defendant, Charles Taylor, first, answers the plaintiff's
complaint as follows:

FOR A FIRST DEFENSE TO ALL CAUSES OF ACTION:

That the defendant deny each and every allegation not hereinafter
admitted, qualified or further explained;

AS TO PARAGRAPH 1: Defendant Taylor acknowledges the nature of
plaintiff's complaint and the location;

AS TO PARAGRAPH 2: Defendant Taylor is without sufficient infor-
mation or knowledge so as to form an opinion
or belief as to the allegations of this para-
graph and therefore deny same and demand strict
proof thereof;

AS TO PARAGRAPH 3: Defendant Taylor deny this paragraph, and de-
mand strict proof thereof;

ROA
P.20

AS TO PARAGRAPH 4: Defendant Taylor Deny this paragraph, and demand strict proof thereof;

AS TO PARAGRAPH 5: Defendant Taylor admits that he have an interest in and claim to the subject real estate herein and deny the remainder of subject paragraph and demand strict proof thereof;

AS TO PARAGRAPH 6: Defendant Taylor is without sufficient information or knowledge so as to form an opinion or belief as to the allegations of this paragraph and therefore deny same and demand strict proof thereof;

AS TO PARAGRAPH 7: Defendant Taylor admits the transaction of this paragraph between himself, as the borrower, and Equity One, Inc., as the lender;

AS TO PARAGRAPH 8: Defendant Taylor, according to information and belief, deny that he knowingly or otherwise, transacted any business with "Mortgage Electronic Registration Systems, Inc.", as to the subject transaction of paragraph 7 above; and the remainder of plaintiff allegations in his paragraph 8 are denied and strict proof thereof is demanded; except that Defendant Taylor believes the description of the subject property to be that as described;

AS TO PARAGRAPH 9: Defendant Taylor, according to information and belief and his file, the copies later sent to him, AFTER the closing had taken place at the office of and by Equity One's attorney, all Defendant Taylor's Copies are unsigned as recieved later by mail, with Equity One stating to plaintiff that he did not need an attorney at the closing and if he did, that would delay his loan and maybe it wouldn't be made and Defendant Taylor relented to close without an attorney to review all the subject documents on his behalf. So as to the plaintiff allegation of this paragraph as to what was or was not signed-mortgage or otherwise, Defendant Taylor at this juncture, can't say and therefor deny same and demand strict proof thereof, and the same for the remainder of the subject paragraph;

AS TO PARAGRAPH 10: Defendant Taylor admits that he only recieved a check for approximately \$24,000.00 and that the remainder was distributed according to the dictates of the mortgage company-Equity One's Representatives and their closing attorney, and accordingly, Defendant Taylor is without sufficient information or knowledge so as to form an opinion or belief as to the allegations of this paragraph and therefore deny same and demand strict proof thereof;

AS TO PARAGRAPH 11: Defendant Taylor deny that he recieved any such notices until the subject foreclosure suit was served upon Defendant Taylor on the evening of 2/2/11 @ 4:00 oclock pm e.s.t, and strict proof thereof otherwise, is demanded by Defendant Taylor;

AS TO PARAGRAPH 12: Defendant Taylor vehemently denies that he had made no payment-s since September 1, 2010; and will show affirmatively that payment-s had been made to a "Litton Loan Servicing Company, Inc. of Houston Texas, a subprime debt collection service, as they billed themselves, collecting for whom, they never did say, since Defendant Taylor being told to send his payments there sometime ago; and further that Defendant Taylor retained his UNITED STATES POSTAL MONEY ORDER RECIPTS of each payment submitted to them from the beginning through to march 1, 2011. Accordingly, Defendant Taylor denies the allegation-s of the subject paragraph, including the allegation as to the principal amount owing as a balance of \$43, 870.89; and Defendant Taylor demands a strict accounting of the monies from the inception of the original loan of \$43,700.00 to date, including all payment made to date by plaintiff and to whom;

AS TO PARAGRAPH 13: Defendant Taylor denies that plaintiff have a right to anything, per this suit, and going back to the original transaction, as the defendant will allege and show fraud in his counter claim to this suit, and therefore, it is debateable what, if anything, plaintiff may be entitled to afterwards when those matters have been fully investigated and litigated.

Further as to paragraph 12 again, Defendant Taylor denies that the attorney and law firm bringing this action with (all other parties to be named defendant in counter claim) are entitled to any attorney fees from defendant, because such attorney and law firm should know and/or have known that the bring of such suit against Defendant Taylor is a frivolous one at best and should have gotten their facts straight before launching such a suit and thus will therefore be names defendant in Taylor's counter claim for damages to include punitive damages against all relevant parties.

AS TO PARAGRAPH 14: Defendant Taylor is without sufficient information or knowledge as to who employed the subject attorney and law firm to bring this action, but denies that such are entitled to any such fees from Defendant Taylor because

such suit will be shown to be a frivolous one at a minimum and should never have been brought by the subject attorney and law firm;

AS TO PARAGRAPH 15: Defendant Taylor denies plaintiff's allegations of this paragraph, as Defendant Taylor live in the property, (His Home), and such expenses have been paid in with his monthly payments;

AS TO PARAGRAPH 16: Defendant Taylor denies the allegations of plaintiff in the subject paragraph;

AS TO PARAGRAPH 17: Defendant Taylor is without sufficient information or knowledge so as to form an opinion or belief as to the allegations of this paragraph and therefore deny same and demand strict proof thereof;

FOR A SECOND DEFENSE TO ALL CAUSES OF ACTION:

That the defendant incorporate the previous defenses as if set forth herein verbatim.

That the defendant specifically plead the statue of fraud, originating back to the original transaction and mortgage beginning with sub-prime Equity One, Inc., and same pass-through to present via all intervening parties; as the subject originating fraud is detailed in Defendant Taylor's counter suit and further will be shown in court;

FOR A THIRD DEFENSE TO ALL CAUSES OF ACTION:

That the defendant incorporate the previous defenses as if set forth herein verbatim.

That the obvious reason that all the parties involved, (To Be Named Defendants In Counter Suit For Damages, To Include Punitive Damages), are jumping the gun to try and foreclose on Defendant Taylor's Property (HOME), is for one reason and one reason only, and that is because of the amount of equity therein, approximately \$100,000.00 above and beyond any legitimate mortgage of \$43,700.00, if after litigating as to that original, that is determined by the court as the amount owing. Even if so, it seems that plaintiff's first desire would be trying to keep peoples in their homes, as they professes publicly, but in privately are doing just the opposite, especially where there is plenty of equity and all parties stand to benefit by chopping up such equity among themselves in one manner or the other. Defendant Taylor would vehemently plead the injustice of such a situation as a defense to this action, as it is the sole underlining reason as to why the sub-primers with other parties are trying to falsely claim non-payment to justify a quick foreclosure-figuring no one would put up a fight-hence their attorney's letter attached urging and advising Defendant Taylor that he had better get an attorney, betting that such could not be afforded by defendant Taylor and that they could then move in for a quick foreclosure and sale of defendant's home quitely;



ROGERS TOWNSEND & THOMAS, PC

ATTORNEYS AND COUNSELORS AT LAW

Default Services Department Attorneys

Samuel C. Waters
Michael P. Morris
Eve Moredock Stacey

Cheryl H. Fisher
Mary R. Powers
Kelsey K. Brockbank

Reginald P. Corley
Robert P. Davis
John P. Fetner

Jennifer W. Rubin
William S. Koehler
Benjamin J. Powell

Ellie C. Floyd
Shawn R. Willis
Vance L. Brabham, III

February 22, 2011

Charles Taylor
334 Myrtle Beach Highway
Sumter, SC 29153

Re: 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 vs. Charles Taylor
Case No. 11-CP-43-0167; Sumter County
Our File No. 013644-01433

Dear Mr. Taylor:

Thank you for your fax letter dated February 10, 2011. Our client has instructed us to say that it will not grant any extensions of time for your responsive pleadings. We therefore expect your Answer no later than March 4, 2011. Regardless of what you may think of us or our client, we strongly recommend that you retain an attorney to represent you in this matter. Thank you.

Sincerely,

Robert P. Davis
Attorney for Plaintiff

DSS/kh

THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION
OBTAINED WILL BE USED FOR THAT PURPOSE.

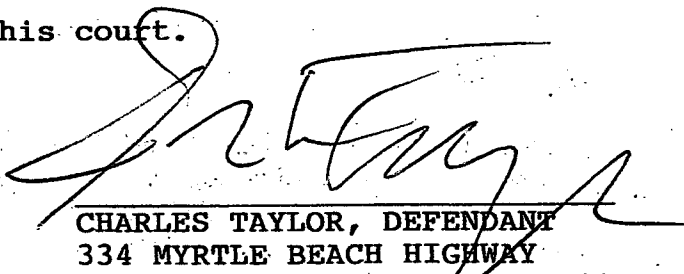
ROA
P.27

AS TO ITEMS'S NUMBER (1) THRU (7) OF PLAINTIFF'S COMPLAINT: Defendant Taylor denies these based on all of the foregoing and same further to be shown in court and in Defendant Taylor's counter claim;

Accordingly, defendant prays that, upon the showing of payments having been made by defendant, that plaintiff claim be dismissed with cost to the defendant, with defendant continuing to make his monthly payments of (\$359.62) plus late fees whenever and wherever applicable, unless and until defendant's counter claim is litigated and an order of the court is issued to the contrary; and defendant prays that such is the order of this court.

SUMTER, SOUTH CAROLINA

MARCH 1, 2011



CHARLES TAYLOR, DEFENDANT
334 MYRTLE BEACH HIGHWAY
SUMTER, SOUTH CAROLINA 29223
(803) 883-4356 /PRO SE

THAT THE PARTIES TO BE NAMED IN DEFENDANT'S COUNTER CLAIM FOR AMONG OTHER THINGS, MORTGAGE FRAUD AND CONSPIRACY TO COMMIT FRAUD BEGINNING WITH SUB-PRIME: BROKER/LENDER/SERVICER/ATTORNEY-LAW FIRM/OTHER; SEEKING TOTAL DAMAGES OF UP TO \$50,000,000.00 TO INCLUDE PUNITIVE DAMAGES AGAINST ANY ONE, ANY COMBINATION, AND/OR ALL OF THE FOLLOWING:

Equity One, Inc.
Popular Mortgage Servicing, Inc.
Litton Loan Servicing, Inc.
Attorney Robert P Davis & The Law Firm Of; Rogers Townsend & Thomas, PC.
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 / to be filed in either this court or the United States Federal District Court Sitting in Columbia, South Carolina, given the multi-state parties.
(JURY TRIAL TO BE DEMANDED)

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'S REPLY TO
DEFENDANT'S COUNTERCLAIMS**

Plaintiff,)
)
)

vs.)
)
)

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

Defendant.)
)
)

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") respectfully submits this Reply to
Defendant Charles Taylor's ("Defendant") Answer and Counterclaim, denying every
allegation not expressly admitted herein:

FOR A FIRST DEFENSE

1. Plaintiff denies all allegations of wrongdoing alleged in the
Answer and Counterclaim.

SECOND DEFENSE

2. The Defendant's counterclaims fail to state a claim upon which
relief may be granted.

THIRD DEFENSE

3. Defendant failed to mitigate his damages, if any exist.

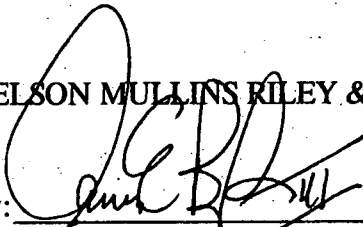
FOURTH DEFENSE

4. Plaintiff pleads the defense of setoff. To the extent Defendant obtains any monetary recovery against Plaintiff, such recovery should be setoff by the amounts owed by Defendant on the loan.

ADDITIONAL DEFENSES

5. Plaintiff reserves the right to amend and supplement its affirmative defenses to include any applicable defense of which it is not presently aware.

NELSON MULLINS RILEY & SCARBOROUGH LLP

By: 

B. Rush Smith III

SC Bar No. 012941

E-Mail: rush.smith@nelsonmullins.com

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 The Bank of New York Mellon

Columbia, South Carolina

March 31, 2011

STATE OF SOUTH CAROLINA

RECORDED

IN THE COURT OF COMMON PLEAS

COUNTY OF SUMTER

2011 JUL 20 PM 1:14

Third Judicial Circuit
Docket No: 2011-CP-43-0167

Charles Taylor,

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

Plaintiff,

As to the above case number, defendant

Charles Taylor therein, hereby

COUNTER CLAIM

herein as plaintiff

Vs.

The Bank of New York Mellon f/k/a
The Bank of New York, as trustee
For the benefit of the Certificate holders
of Popular ABS, Inc.-Mortgage Pass-
Through Certificates Series 200-E

JURY TRIAL DEMANDED

Equity One Mortgage, Inc.,
Popular Mortgage, Inc.,
Litton Loans Servicing, Inc.,
et al;

Defendants,

Plaintiff, complaining of the above defendants, herein alleges:

- (1). That plaintiff is U.S. and South Carolina Citizen residing in Sumter County;
- (2). That upon information and belief The Bank of New York Mellon, is a NY Corporation;
- (3). That upon information and belief, Equity One, Inc. was/is a sub-prime mortgage originator, a New Jersey Corporation;
- (4). That upon information and belief, Popular Mortgage, Inc., was/is a sub-prime mortgage company, a New Jersey Corporation;
- (5). That upon information and belief, Litton Loan Servicing, Inc., is a sub-prime mortgage servicing company, a Texas Corporation;

FOR A FIRST CAUSE OF ACTION-lender-servicer mortgage fraud

(6). That on or about June 12, 2006, plaintiff purchased his home for \$53,000.00 cash, known as 334 Myrtle Beach Hwy., Sumter County, S.C.;

(7). That shortly thereafter, sub-prime lender Equity One begin contacting and harassing plaintiff to take out a home loan;

(8). That finally plaintiff relented and took out a home loan with Equity One on September 23, 2006, receiving in hand a check for \$24,939.64;

(9). That a mortgage was put on plaintiff property for \$43,700 by Equity One;

(10). That the difference of \$18,760.36 was taken by Equity One for various fees of one kind or the other and any remainder taken and distributed according to the dictates of Equity One and their closing attorney over the objections of plaintiff;

(11). That Equity one had the closing scheduled on a Saturday Morning at their attorney's office in Columbia, SC. and when plaintiff stated that he wanted an attorney to look over all the papers, Equity One's attorney stated that plaintiff did not need an attorney and if plaintiff insisted, that would delay the loan and maybe it wouldn't be made at all later, and that plaintiff would get a copy of everything that he signed in the mail anyway;

(12). That plaintiff relented after such pressure and close without having an attorney review all papers before hands, which copies received later by mail were all unsigned;

(page 2 of 7)

(13). That shortly thereafter, Equity One then quickly got rid of the mortgage by passing same off to another sub-prime mortgage company, Popular Mortgage Company;

(14). That sometime later thereafter approx. May 2008, Popular Mortgage Company, passed same off again, this time to a Litton Loan Servicing Company;

(15). That thereafter, by instructions from both Popular Mortgage Company and from Litton Servicing Company of Houston, Texas, payments was sent to Litton by plaintiff through 2-2-11 when plaintiff was served with the subject foreclosure suit at about 4:pm;

(16). That Litton withheld for some time and then later returned to plaintiff payments for September 2010 to March 1, 2011 as plaintiff will show;

(17). That thereafter, Litton continued at that time writing plaintiff asking him to continue sending payments to them, after which plaintiff refused to date, unless and until, and the last of such letter from Litton is dated February 16, 2011, after the foreclosure suit had been served on 2-2-11 as stated in paragraph 15 above;

(18). That plaintiff will show that the reason the defendants jumped the gun and was eager to try and foreclose on plaintiff home, with their beginning such back in about November-December 2010, is for one reason and one reason only, which is to ulteriorly take and sell such property because plaintiff have considerable equity, approx. \$100,000.00 plus in his home;

(19). That such foreclosure attempt was nothing more than a thinly disguised fraud as was

perpetrated from the beginning and throughout, (UNTIL), their enthusiasm for such died down after it was realized that this counter suit was sure to come;

(20). That such equity of plaintiff's being the magnate with plenty enough to satisfy all concern including the attorneys, and everyone else who desired quick actions using a few late payments as their excuse;

(21). (HENCE) the letter attached stating that their client have instructed that plaintiff not be granted an extention to file a responsive pleading to their foreclosure action, which plaintiff never asked for such extention in the first place; (but such letter show their desire to foreclose on and evict plaintiff as rapidly as possible)! If they all were honest and acting in good faith, all their action would be just the opposite!

FOR A SECOND CAUSE OF ACTION-trespassing

(22). That towards these ends and to harassed plaintiff to quit his property (faster) voluntarily, the defendants have since about November December, 2010, been sending persons to plaintiff home trespassing on his property without permission;

(23). That such persons stating that they were being paid to come take pictures and check on the property, and some, plaintiff caught peeping in his windows after bathing, which almost gave him a heart attack;

(24). That the last of such trespassing instances to date occurred on may 1, 2011 about 4pm, which scared plaintiff 2 grand children near to death as they came screaming into the house, that a strange man was in the yard trying to get them;

(page 4 of 7)

(25). Which in turn scared plaintiff near to death as he instantly thought that they were trying to be kidnapped and hurried (fell) to the door, onto the porch, to find a man in the yard snapping pictures;

(26) That when plaintiff hailed him as to who he was and what was he doing and who sent him and scolded him that he was trespassing and warned him to get off plaintiff property;

(27). That he, the trespasser, mutter out something to the effect, that the firm sent him to take pictures and check on the property, but that he would get off the property right away and would just go on back and collect his fee and wouldn't come back;

(28). That shortly thereafter, plaintiff sent defendant(s) counsel a letter, dated May 4, 2011), in short, stating to him what had happened again, and asking that he get to the bottom of it, as to who it was and which of the defendants sent him, if in fact it was not his firm that had done so, and that if such happened again, that plaintiff would call the police;

(29). That the defending counsel responded about 3 weeks later in a letter, dated May 25, 2011, stating that he had received plaintiff May 4, 2011 letter but that he would not address the matter as these may be dealt with in the litigation process;

(30). That plaintiff alleges that each and every wrong, dishonest, and illegal act committed by the defendant(s), was done intentionally, with malice and fore thought and knowledge and on purpose with only one possible intent;

(31). That was to defraud plaintiff, in one manner or the other, by all the parties involved/with the aid of their trespassers and harassers and under the cover of their attorney, as to the subject property; (until not to long ago with the certainty of this counter claim did everything changed);

FOR A THIRD CAUSE OF ACTION-negligence

(32). That each and every averment constituting negligence heretofore stated, are herein re-stated verbatim in support of this cause of action;

FOR A FOURTH CAUSE OF ACTION-illegal predatory lending

(33). That each and every averment constituting illegal predatory lending heretofore stated, are herein re-stated verbatim in support of this cause of action;

FOR A FIFTH CAUSE OF ACTION-violating federal and/or state law(s)

(34) That each and every averment heretofore stated, constituting a violation of any and all applicable state and/or federal law(s) by defendant(s), are herein re-stated verbatim in support of this cause of action;

FOR A SIXTH CAUSE OF ACTION-conspiracy and/or conspiracy to commit fraud

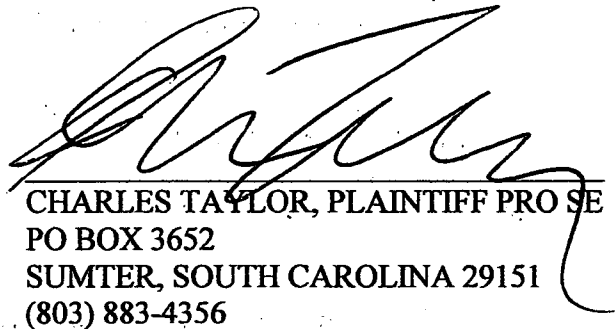
(35). That each and every averment heretofore stated, constituting conspiracy and/or
(page 6 of 7)

conspiracy to commit fraud, are herein restated verbatim in support of this cause of action;

THAT ACCORDINGLY:

(35). Plaintiff alleges that he and his grand children have suffered a variety of damages, including but not limited to, actual and punitive damages, and is therefore seeking up to \$50,000,000.00 in total damages from the defendant(s), any one singularly, all together and/or in any combination thereof, depending upon each one's culpability as to any one and/or all of the wrongs committed and/or any part(s) thereof, against plaintiff by defendant(s), from beginning to present;

THAT THEREFORE, plaintiff having complained of the defendants, now prays that such judgment and order of the court is in his favor and against the defendant(s), as to this matter, and plaintiff further prays that it be so ordered by this court; with such other relief that the court may deem just, fair, and equitable.



CHARLES TAYLOR, PLAINTIFF PRO SE
PO BOX 3652
SUMTER, SOUTH CAROLINA 29151
(803) 883-4356

Sumter, South Carolina

July 18, 2011

STATE OF SOUTH CAROLINA

COUNTY OF SUMTER

Charles Taylor,

Plaintiff,

Vs.

The Bank of New York Mellon f/k/a
The Bank of New York, as trustee
For the benefit of the Certificate holders
of Popular ABS, Inc. Mortgage Pass-
Through Certificates Series 200-E

Equity One Mortgage, Inc.,
Popular Mortgage, Inc.,
Litton Loans Servicing, Inc.,
et al;

Defendants,

RECORDED

2011 JUL 28 PM 4:17

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

IN THE COURT OF COMMON PLEAS

Third Judicial Circuit

Docket No: 2011-CP-43-0167

As to the above case number, defendant

Charles Taylor therein, hereby

COUNTER CLAIM

herein as plaintiff

AMENDED COUNTER CLAIM

CROSS CLAIM

JURY TRIAL DEMANDED

Plaintiff, complaining of the above defendants, herein alleges:

- (1). That plaintiff is U.S. and South Carolina Citizen residing in Sumter County;
- (2). That upon information and belief The Bank of New York Mellon, is a NY Corporation;
- (3). That upon information and belief, Equity One, Inc. was/is a sub-prime mortgage originator, a New Jersey Corporation;
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(7). That shortly thereafter, sub-prime lender Equity One begin contacting and harassing plaintiff to take out a home loan;

(8). That finally plaintiff relented and took out a home loan with Equity One on September 23, 2006, receiving in hand a check for \$24,939.64;

(9). That a mortgage was put on plaintiff property for \$43,700 by Equity One;

(10). That the difference of \$18,760.36 was taken by Equity One for various fees of one kind or the other and any remainder taken and distributed according to the dictates of Equity One and their closing attorney over the objections of plaintiff;

(11). That Equity one had the closing scheduled on a Saturday Morning at their attorney's office in Columbia, SC. and when plaintiff stated that he wanted an attorney to look over all the papers, Equity One's attorney stated that plaintiff did not need an attorney and if plaintiff insisted, that would delay the loan and maybe it wouldn't be made at all later, and that plaintiff would get a copy of everything that he signed in the mail anyway;

(12). That plaintiff relented after such pressure and close without having an attorney review all papers before hands, which copies received later by mail were all unsigned;

(13). That shortly thereafter, Equity One then quickly got rid of the mortgage by passing same off to another sub-prime mortgage company, Popular Mortgage Company;

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(15). That thereafter, by instructions from both Popular Mortgage Company and from Litton Servicing Company of Houston, Texas, payments was sent to Litton by plaintiff through 2-2-11 when plaintiff was served with the subject foreclosure suit at about 4:pm;

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perpetrated from the beginning and throughout, (UNTIL), their enthusiasm for such died down after it was realized that this counter suit was sure to come;

(20). That such equity of plaintiff's being the magnate with plenty enough to satisfy all concern including the attorneys, and everyone else who desired quick actions using a few late payments as their excuse;

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FOR A SECOND CAUSE OF ACTION-trespassing

(22). That towards these ends and to harassed plaintiff to quit his property (faster) voluntarily, the defendants have since about November December, 2010, been sending persons to plaintiff home trespassing on his property without permission;

(23). That such persons stating that they were being paid to come take pictures and check on the property, and some, plaintiff caught peeping in his windows after bathing, which almost gave him a heart attack;

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(page 4 of 7)

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(29). That the defending counsel responded about 3 weeks later in a letter, dated May 25, 2011, stating that he had received plaintiff May 4, 2011 letter but that he would not address the matter as these may be dealt with in the litigation process;

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(34) That each and every averment heretofore stated, constituting a violation of any and all applicable state and/or federal law(s) by defendant(s), are herein re-stated verbatim in support of this cause of action;

FOR A SIXTH CAUSE OF ACTION-conspiracy and/or conspiracy to commit fraud

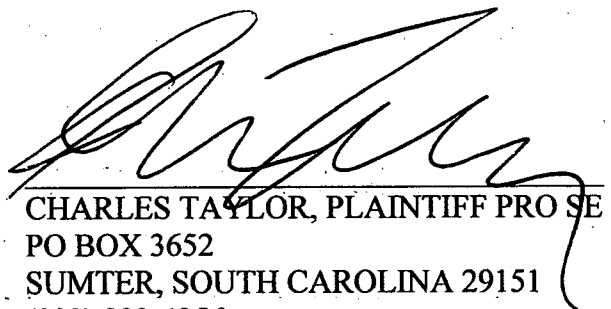
(35). That each and every averment heretofore stated, constituting conspiracy and/or
(page 6 of 7)

conspiracy to commit fraud, are herein restated verbatim in support of this cause of action;

THAT ACCORDINGLY:

(35). Plaintiff alleges that he and his grand children have suffered a variety of damages, including but not limited to, actual and punitive damages, and is therefore seeking up to \$50,000,000.00 in total damages from the defendant(s), any one singularly, all together and/or in any combination thereof, depending upon each one's culpability as to any one and/or all of the wrongs committed and/or any part(s) thereof, against plaintiff by defendant(s), from beginning to present;

THAT THEREFORE, plaintiff having complained of the defendants, now prays that such judgment and order of the court is in his favor and against the defendant(s), as to this matter, and plaintiff further prays that it be so ordered by this court; with such other relief that the court may deem just, fair, and equitable.



CHARLES TAYLOR, PLAINTIFF PRO SE
PO BOX 3652
SUMTER, SOUTH CAROLINA 29151
(803) 883-4356

Sumter, South Carolina

July 18, 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 the Certificateholders of)
Popular ABS, Inc. Mortgage Pass-)
Through Certificates Series 200-E,)

Plaintiff,)

**PLAINTIFF'S MOTION TO
DISMISS DEFENDANT'S
COUNTERCLAIMS**

vs.)

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

Defendant.)

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") move to dismiss Defendant Charles Taylor's ("Defendant") counterclaims pursuant to Rule 12(b)(6) of the South Carolina Rules of Civil Procedure.

FOR A FIRST MOTION: RULE 12(b)(6)

1. "Under Rule 12(b)(6), a [party] may move to dismiss a [pleading] based on a failure to state facts sufficient to constitute a cause of action. If the facts and inferences drawn from the facts alleged in the [pleading], viewed in the light most favorable to the [non-moving party], would entitle the [non-moving party] to relief on any theory, then the grant of a motion to dismiss for failure to state a claim is improper." Brazell v. Windsor, 384 S.C. 512, 515, 682 S.E.2d 824, 826 (2009).

"The question is whether in the light most favorable to the complainant, and with every

doubt resolved on his behalf, the counterclaim states any valid claim for relief.” Charleston County School Dist. v. Laidlaw Transit, Inc., 348 S.C. 420, 559 S.E.2d 362 (S.C. App. 2001) (citing Toussaint v. Ham, 292 S.C. 415, 416, 357 S.E.2d 8, 9 (1987)). In the present case, the Defendant’s counterclaims state no valid claim for relief, because they state *no facts whatsoever*.

2. Furthermore, in order to properly bring a cause of action for fraud, the party must allege *all nine* elements of fraud, and a complaint which fails to do so is rendered “fatally defective.” Ardis v. Cox, 314 S.C. 512, 431 S.E.2d 267 (S.C. App. 1993) (citing Inman v. Ken Hyatt Chrysler Plymouth, Inc., 294 S.C. 240, 363 S.E.2d 691 (1988)). “Where the complaint omits allegations on any element of fraud, the trial court should grant the defendant’s motion to dismiss the claim.” Id.

3. Defendant’s purported counterclaims refer to mortgage fraud and conspiracy to commit fraud, and refer further to actual and punitive damages in excess of \$50,000,000.00 (fifty million) dollars. However, Defendant fails to allege *any* facts to support his purported counterclaims. As a matter of fact, Defendant’s entire Counterclaim consists solely of the following allegation:

That the Parties to be named in Defendant’s Counter claim for among other things, mortgage fraud and conspiracy to commit fraud beginning with sub-prime: broker/lender/servicer/attorney-law firm/other; seeking total damages of up to \$50,000,000.00 and/or all of the following

(Defs. Ans. and Counterclaim).

The above allegation is nothing more than a conclusory statement of two separate legal theories which provides *no facts* in support of the purported claims.

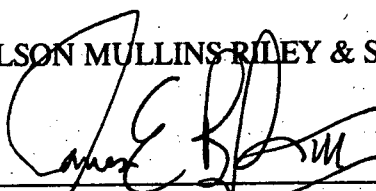
4. The Defendant's purported mortgage fraud allegation fails to even remotely come close to satisfying the heightened pleading standard required for fraud, because it fails to allege *any* facts relating to *any* of the nine elements of fraud. Therefore, it should be dismissed under Rule 12(b)(6) of the South Carolina Rules of Civil Procedure for failure to state facts sufficient to constitute a cause of action.

5. As for the Defendant's conspiracy to commit fraud allegation, even assuming it is not subject to the heightened pleading standard for fraud, it should not survive a 12(b)(6) motion to dismiss because it does not allege *any* facts as a basis for the claim. Like the mortgage fraud allegation, the conspiracy to commit fraud allegation is nothing more than a stated legal theory which states no valid claim for relief. Therefore, it should be dismissed under Rule 12(b)(6) of the South Carolina Rules of Civil Procedure for failure to state facts sufficient to constitute a cause of action.

6. For the foregoing reasons and based on the pleadings, case law, South Carolina statutory law, and any other applicable law, Plaintiff requests this Court dismiss Defendant's Counterclaim *with prejudice* under Rule 12(b)(6) of the South Carolina Rules of Civil Procedure for failure to state facts sufficient to constitute a cause of action.

[signature page attached]

NELSON MULLINS RILEY & SCARBOROUGH LLP

By: 

B. Rush Smith III

SC Bar No. 012941

E-Mail: rush.smith@nelsonmullins.com

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 The Bank Of New York Mellon

Columbia, South Carolina

March 31, 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,)

MOTION TO STRIKE
COUNTERCLAIMS

vs.)

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

Defendants.)

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"), by and through its undersigned counsel and pursuant to Rule 12(f) of the South Carolina Rules of Civil Procedure, respectfully submits this Motion to Strike Defendant Charles Taylor's ("Defendant") counterclaims in his July 20, 2011 and July 28, 2011 pleadings. This Motion is supported by the following:

1. On January 28, 2011, Plaintiff filed a Complaint for foreclosure of a Note secured by a Mortgage on Defendant's property, 334 Myrtle Beach Highway, Sumter, SC 29153. (*See generally* Compl.)

2. Defendant filed a pleading captioned "Answer and Counterclaim" on March 1, 2011, which made a blanket statement that Plaintiff engaged in mortgage fraud and conspiracy to commit fraud. Plaintiff filed a Motion to Dismiss Defendant's counterclaims under Rule 12(b)(6) of the South Carolina Rules of Civil Procedure on April 1, 2011, on the grounds that

Defendant failed to plead any facts in support of either claim in violation of Rule 8, SCRPC and failed to plead fraud with particularity as required by Rule 9, SCRPC.

3. On July 20, 2011, Defendant filed another pleading captioned "Counterclaim" with this Court. Subsequently, on July 28, 2011, Defendant filed an additional pleading captioned "Amended Counterclaim and Cross Claim." Plaintiff now moves to strike the counterclaims in both pleadings as untimely.

4. Rule 12(f) of the South Carolina Rules of Civil Procedure provides, a "court may order stricken from any pleading any insufficient defense or any redundant, immaterial, impertinent, or scandalous matter." S.C. R. Civ. P. 12(f). "In ruling on such a motion, a Court decides whether a party should be allowed to plead a defense or other matter, not whether there are facts supporting what has been pleaded." *Alladin Plastics, Inc. v. Wintenna, Inc.*, 301 S.C. 90, 93, 390 S.E.2d 370, 372 (Ct. App. 1990).

5. In the present case, the counterclaims that Plaintiff seeks to have stricken were untimely and clearly improper. Thus, Plaintiff seeks to have all of the counterclaims stricken from Defendant's Counterclaim and Amended Counterclaim and Cross Claim.

6. Once Defendant filed his Answer and Counterclaim on March 1, 2011, and Plaintiff filed its Motion to Dismiss on April 1, 2011, Defendant had thirty days to amend his pleading as a "matter of course." See S.C. R. Civ. P. 15(a). The thirty day period ran on May 1, 2011.

7. Defendant then filed his additional counterclaim on July 20, 2011, and "amended" counterclaim and cross claim on July 28, 2011. At that time, Defendant was required under the South Carolina Rules of Civil Procedure to obtain "leave of court" or "written consent of the adverse party" prior to amending his pleading See *id.*; see also *Stanley*

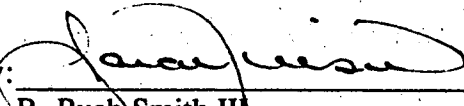
v. Kirkpatrick, 357 S.C. 169, 174, 592 S.E.2d 296, 298 (2004) ("Rule 15(a), SCRCP, provides that, if more than thirty days have elapsed from the time a responsive pleading is served, a party may amend his pleading only by leave of court or by written consent of the adverse party.").

8. Defendant has not obtained the consent of Plaintiff to amend his Answer and Counterclaim, nor has he filed a Motion to Amend with this Court. Based on the foregoing, Defendant's Counterclaim filed on July 20, 2011, and Amended Counterclaim and Cross Claim filed on July 28, 2011 are untimely under the South Carolina Rules of Civil Procedure.

WHEREFORE, Plaintiff respectfully requests this Court strike Defendant's Counterclaim and Amended Counterclaim and Cross Claim as both pleadings are untimely and, therefore, improper under the South Carolina Rules of Civil Procedure. This Motion is further based on the pleadings filed in this case, applicable case law, the arguments of counsel, and any other supporting memoranda that may be submitted to this Court.

SIGNATURE PAGE ATTACHED

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*

Columbia, South Carolina

8 | 1

, 2011

STATE OF SOUTH CAROLINA

COUNTY OF SUMTER

2012 FEB 28 PM 1:28

IN THE COURT OF COMMON PLEAS

Third Judicial Circuit

Docket No: 2011-CP-43-0167

The Bank of New York Mellon f/k/a

The Bank of New York, as trustee

For the benefit of the Certificate holders

Of Popular ABS, Inc. Mortgage Pass-

Through Certificates Series 2006-E

Plaintiff,

Vs.

Charles Taylor; Burgess Brogdon Bldg.

Supplies; Palmetto Health Alliance,

Defendants,

NOTICE OF MOTION AND MOTION TO

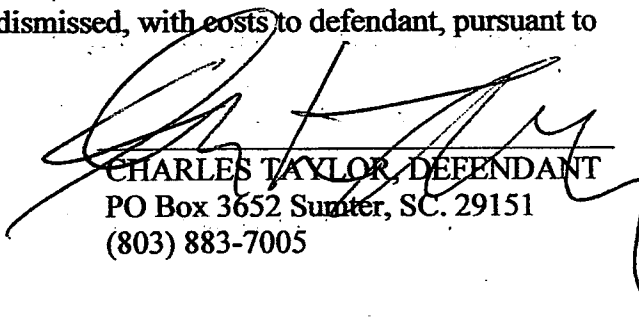
Dismiss foreclosure suit

TO: COUNSEL FOR THE ABOVE NAMED PLAINTIFF: Please take notice, that pursuant to any and all applicable SCRPC, the undersign will move before the Presiding Judge of the Third Judicial Circuit, Sumter County Court House, Main Street-Sumter, SC. 29150 on the 10th day after service hereof or as soon thereafter as defendant may be heard, for an order dismissing plaintiff's foreclosure suit, for among other things, the following:

That plaintiff, **(The Bank of New York Mellon)**, **(ARE NOT)**, the mortgagee, nor the mortgage holder, nor the note holder, nor the trustee, nor the nominee, as alleged, and thus do not have any standing to act against defendant, as in the instant case.

If plaintiffs contend to the contrary, defendant then demand **strict documented proof** as to **EACH** item listed in the paragraph above.

OTHERWISE; This plaintiff suit should be dismissed, with costs to defendant, pursuant to applicable law.


CHARLES TAYLOR, DEFENDANT
PO Box 3652 Sumter, SC. 29151
(803) 883-7005

Sumter, South Carolina
February 28, 2012

ROA
P.53

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,

Plaintiff,

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 Update Pending Motion
to Dismiss Plaintiffs' Suit

That Charles Taylor, (hereinafter defendant), hereby updates his Pending Motion to Dismiss the
Plaintiffs' Suit as follows:

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

Collapse fully in 2015, &;

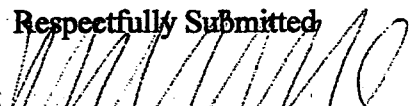
(2). That Plaintiff had coverage when house was initially hit in 2013 with (*State Farm policy #40 EW 3538 2*) and that the Lender had coverage when house fully collapse in 2015 with (*American Modern Home policy #OHZ0165867*), &;

(3). That therefore, the Defendant argues and will argue, based on the foregoing, he does not owe Plaintiffs anything but instead it is either of the two insurers &/or the other who hit the house that owes them (*& owes defendant too unless the original suit-now on appeal is reversed & the Lender too will then be paid out of the house portion of the proceeds, \$150,000.00 sought therein, if the S. C. Court of Appeals order such be paid by the Respondents therein*); in which case the said insurer that pays in the interim will then be reimbursed with what they had previously paid out &;

(4). That therefore, their 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 Defendant prays that his motion to dismiss is granted, which motion may be further supported by memorandum of law etc. as may be submitted prior to or at hearing the motion.

Respectfully Submitted

BY: 
CHARLES TAYLOR, PRO SE
332 MYRTLE BEACH HWY
SUMTER, S. C. 29153
(803) 609-7990

Sumter, South Carolina
April 15, 2016

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*

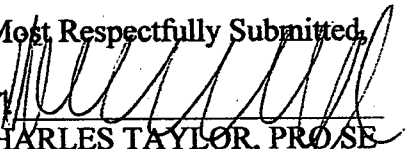
as mortgagee under the New York Standard Mortgage Clause, and recover up to the limits of the policy, the mortgage debt; or the mortgagee may foreclose on the property. If the mortgagee elects to pursue the insurance company for payment of the debt, then the debt is fully satisfied & the mortgagee does 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

Per Ct.'s 12-8-16 Order--Exclude Exhibits to the 4-28-16 Memorandum

i.e.

ROA p.'s 59-63

STATE OF SOUTH CAROLINA **RECORDED** IN THE COURT OF COMMON PLEAS

COUNTY OF SUMTER 2016 MAY -6 PM 4:50 IN THE THIRD JUDICIAL CIRCUIT

The Bank of New York Mellon f/k/a **JAMES C. CAMPBELL**
Bank of New York, as trustee for the **CLERK OF COURT** CIVIL ACTION NO: 2011-CP-43-0167
Benefit of Certificate Holders of Popular **SUMTER COUNTY, S.C.**
ABS, Inc. Mortgage Pass-Through
Certificate Series 2006-E,

supplement to:
Defendant's Memorandum & Memorandum
of Law Supporting his Motion to Dismiss
Plaintiffs' Foreclosure Suit

Plaintiffs,
Vs.

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

Defendants,
And-----

Charles Taylor,
Vs. **Plaintiff;**

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,

That Charles Taylor, (hereinafter Defendant Taylor), Memorandum & Memorandum of Law
supporting his Motion to Dismiss Plaintiffs Foreclosure Suit, based on these added grounds:

Plaintiffs' Unclean Hands

(1). That re Plaintiffs' complaint, Def d. Taylor deny he had made no payment-s since Sept. 1,

2010 thru March 1, 2011; *which allegedly caused the default & breaching of the note & mortgage agreements.* As Def'd. Taylor will affirmatively show, such payments had gone to a "Litton Loan Servicing Company, Inc.", of Houston, Texas, a subprime debt collection service designated as Plaintiffs' loan servicer at that time by them; & that their claim of default is self-induced because;

(2). Litton withheld for some time & then later returned to Defendant Taylor payments made for Sept. 2010 to March 1, 2011 as Def'd Taylor will show as the crux of the alleged default period, and;

(3). That Def'd. Taylor retain copies of U S POSTAL MONEY ORDER RECEIPTS of each payment to them from beginning to 3-1-11, after which they refuse acceptance, and;

(4). That thus, Def'd Taylor was initially thrown wrongfully into default by Litton at the behest of the Plaintiffs &/or on their own, to, wrongfully, unlawfully, intentionally, willfully, illegally, & with unclean hands, steal Defendant Taylor's lucrative equity in his house of over \$150,000.00 +; to steal it, *minus the mortgage \$39ish balance*, in foreclosure fees of whatever variety they call it; *which caused financial and other injury to disable Defendant Taylor*, to the benefit of all those participating,, who now-*as then*-still, want to collect their lucrative variety of foreclosure fee, as demanded in Plntf's comp., notwithstanding their unclean hands etc. as stated, above & below, and;

(5). That supporting Defendant Taylor's claim(s) are the fact that the same servicer (Litton) was doing some of the same things, (*para. 4 above*), to other mortgage servicing customers & when caught 2012—they, to avoid prosecution, entered into an agreement w/ federal banking regulators & the Office of the Comptroller of the Currency & the Board of Governors of the Federal Reserve System, which agreement ended the review of Litton's illicit foreclosure preying on the public, &;

(6).That the said agreement provided, in part, for a payment of, \$300.00 (exhibit p. 1 attached) to injured parties (Def'd here) with explicit statement therewith verbatim that: "*By cashing or depositing the check, you do not waive any legal claims against your servicer and you may pursue additional actions related to your foreclosure*"; see on; (exhibit p. 1 attached), and; shortly thereafter, attempting to avoid any further and future liability, the Plaintiffs switched servicing agent from Litton Loan Servicing to the present 1 Owen Loan Servicing, LLP; and As discussed in; *Straight v. Goss*, 383 S. C. 180, 678 S.E.2d 443, 457-58 (Ct. App. 2009) (Citations Omitted);

The doctrine of unclean hands precludes a Plaintiff from recovering in equity if he acted unfairly in a matter that is the subject of the litigation to the prejudice of the Defendant. He who comes into equity must come with clean hands. It is for more than a mere banality. It is a self-imposed ordinance that closes the door of the court of equity to one tainted with inequitableness or bad faith relative to the matter in which he seeks relief.

That in the instant case, the Plaintiffs come asking this court, to enforce a contract that they themselves broke, in an attempt to steal (defraud) the Defendant, *the public*, their customers, for which they were caught & made to pay out millions-billions of dollars (\$300.00 to Def'd); one can only guess, then, how many billions were actually stolen in illicit foreclosure equity; & see: *Associated Spring Corp. v. Roy F. Wilson & Avnet, Inc.*, 410 F. Supp. 967 (D.S.C.1976).

Plaintiffs' Breach of Contract

(7).That Plaintiffs breached the mortgage contract as stated in paragraphs 1-6 above, and;

Plaintiffs' Breach of Contract Accompanied by a Fraudulent Act

(8).That Plaintiffs breached the mortgage contract accompanied by a fraudulent act as stated in paragraphs 1-7 above, and;

Plaintiffs' Violated (UTPA) S.C. Unfair Trade Practices Act

(9).That Plaintiffs violated the SC Unfair Trade Practices Act as stated in para. 1-8 above, and;

Plaintiff's Breach of the Implied Covenant of Good Faith and Fair Dealing

(10).That Plaintiffs Breached the Implied Covenant of Good Faith & Fair Dealing, as stated in paragraphs 1-9 above, and;

Trespassing by Plaintiffs' Agents

(11).That to harass & intimidate Defendant Taylor to quit his property voluntarily and quick, the Plaintiffs since about November / December 2010, have been sending their Agents on disable Defendant Taylor's property without permission, to accomplish their ulterior motives, reference in paragraphs 1-6 above, and especially, paragraphs 5-6 above, and;

(12).That one such person stated that they were being paid to, "come out-take pictures-check on the property" etc.; & later one of them--disable Defendant Taylor caught peeping in his window after bathing, which scared him so bad, it almost gave him a heart attack, and;

(13).That the last of such trespassing instances to that date occurred on May 1, 2011, about 4pm, which scared Def'd. Taylor's two grandchildren near to death, as they came running, stumbling, and screaming into the house, hollering that a strange man was in the yard trying to get them, and;

(14).That, which in turn, scared Defendant Taylor near to death as he instantly thought that they were trying to be kidnapped, and hurried, (fell), to the door, onto the porch, to find a man in my yard snapping pictures, and;

(15).That when Defendant Taylor hailed him as to who he was and what was he doing and who sent him, and scolded him that he was trespassing, and warned him to get off my property, and;

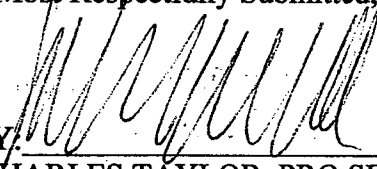
(16).That he, the trespasser, muttered out something to the effect that the firm sent him to take pictures and check on the property; but that he would get off the property right away and would just go on back and collect his fees and wouldn't come back, and;

(17).That Defendant Taylor says that each and every offense, dishonest and illegal act committed by the Plaintiffs and / or their agents, was done intentionally, with forethought, and with but one ultimate intent, and;

(18).That was / is to steal, as stated heretofore, & with the abetting of the harassing trespassers, to scare Defendant Taylors away by phony default, so they could steal the lucrative \$150,000.00 + equity, (*minus mortgage \$39ish balance*), in his home, but not just his home, but their other customer's homes as well, by means stated above in paragraphs 1-6, and;

(19). That pursuant to all the above, the plaintiffs (*pursuant to the clean hands doctrine*) aren't entitled to any equitable relief on their foreclosure claim against Def'd Taylor, & thus it should be dismissed, & Def'd Taylor allowed to proceed on his counter claims, and he prays it's ordered.

Most Respectfully Submitted,

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

Sumter, South Carolina

May 4, 2016

EXHIBIT
P. 1
ATTACHED

OCC2013

A 14G3 000024003

THIS DOCUMENT CONTAINS ANTI-THEFT DEVICES INCLUDING MICRO PRINTING AND A COLORED BACKGROUND. ABSENCE OF THESE FEATURES INDICATE A COPY.

Fund 2 Independent Foreclosure Review Payment GSF
Loan Servicer: Litton
P.O. Box 2831
Faribault, MN 55021-8635

The Huntington National Bank 3631512
441

Check No. 4010692

DATE	CLAIM NUMBER	AMOUNT
May 3, 2013	0101053943	\$300.00

Financial Institutions may call
1-855-460-1528 to verify this check.

VOID AFTER NINETY (90) DAYS
NOT VALID FOR AMOUNT OTHER THAN \$300.00
All Payee's signatures required on back in order for this instrument to be paid.

Pay: THREE HUNDRED DOLLARS AND NO CENTS
Pay to the order of: CHARLES TAYLOR

Paul V. [Signature]
Authorized Signature

⑈4010692⑈ ⑆044115126⑆ 01893001244⑈

Important information

- By cashing or depositing the check, you do not waive any legal claims against your servicer and you may pursue additional actions related to your foreclosure.

ROA
P.70

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,

Plaintiff,

Vs.

Charles Taylor; Burgess Brøgdon 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,

RECORDED

2015 JAN 22 PM 2:32

JAMES C. CAMPBELL
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

Charles Taylor's Notice of Motion and

Motion to Amend his Pleadings SCRCP 15

both as to his answer and counter claim

**TO: THE ATTORNEY MRS. SARA B. NIELSEN AND THE LAW FIRM OF NELSON,
MULLINS, RILEY AND SCARBOROUGH, FOR THE ABOVE NAMED PLAINTIFFS
AND DEFENDANTS;** You will please take notice that Defendant & Plaintiff Charles Taylor,
will move before the Presiding Judge of the Third Judicial Circuit on the 10th day after service

hereof, or as soon thereafter as he may be heard, or at such time and place, as may be set by the Court, for an Order, pursuant to SCRCP 15, for leave of the Court, to amend both his answer & counter claim in this case. This motion is based on the following:

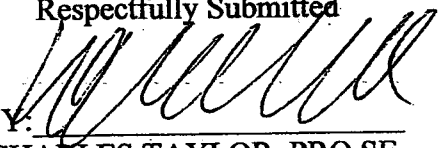
1. That given there have been no Court action in this case since the South Carolina Supreme Court's Administrative Order No; 2011-05-02-01; and;
2. That given many events have transpired since that time; and;

Therefore it is necessary, even paramount, that the Defendant/ Plaintiff move to amend and pray that leave to do so is granted, (before any other action is taken), which will not prejudice any other Plaintiffs / Defendants named herein-above; and;

This motion may be supported by any memorandums of fact and law as may be submitted prior to the hearing of this motion, as well as any affidavit(s) and the statutory and common law; and;

That the Defendant / Plaintiff prays that the requested relief in motion is so granted and ordered.

Respectfully Submitted

BY: 

CHARLES TAYLOR, PRO SE
334 MYRTLE BEACH HWY
SUMTER, S. C. 29153
(803) 609-7990
UGCARDS@AOL.COM

Sumter, South Carolina

January 20, 2016

STATE OF SOUTH CAROLINA

RECORDED

IN THE COURT OF COMMON PLEAS

COUNTY OF SUMTER

2016 MAY -6 PM 4:50

IN THE THIRD JUDICIAL CIRCUIT

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,

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

CIVIL ACTION NO: 2011-CP-43-0167

Defendant Charles Taylor's 5-4-16

MEMORANDUM

Plaintiffs,
Vs.

Supporting his 1-20-16 Motion to Amend

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

His Answer and Counter Claims

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,

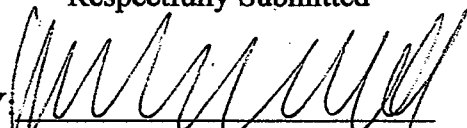
Equity One Mortgage, Inc.,
Popular Mortgage, Inc.,
Litton Loan Servicing, Inc.,

Defendants,

That Defendant Charles Taylor's Memorandum above stated, attaches herewith a copy of his
proposed Amended Answer & Counter Claims as Attachment 1 supporting said motion above.

Respectfully Submitted

BY:



CHARLES TAYLOR, PRO SE

332 MYRTLE BEACH HWY

SUMTER, S.C. 29153 / 609-7990

Sumter, South Carolina

May 4, 2016

ROA
P.73

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,

Litton Loan Servicing, Inc., &
Owen Loan Servicing, LLC.,

Defendants,

IN THE COURT OF COMMON PLEAS

IN THE THIRD JUDICIAL CIRCUIT

CIVIL ACTION NO: 2011-CP-43-0167

Defendant Charles Taylor's 5-4-16

Amended Answer to

Plaintiffs' 1-28-11 Foreclosure Suit

and

Plaintiff Charles Taylor's 5-4-16 Amended

Legal Compulsory Counter Claims

[request counter claims be tried 1st]

(By Jury Trial / Requested)

That Charles Taylor, (hereinafter "Defendant Taylor"), first, answer Plaintiffs' foreclosure suit
as follows:

FOR A 1ST DEFENSE TO ALL CAUSES OF ACTION

3rd parties liable

(1). That this Amended Answer, upon filing, negates all other Def'd. answer-s filed before it, and;

1.

**ROA
P.74**

(2). That Def'd. Taylor deny each & every allegation averred in Plaintiffs' foreclosure complaint with any attachments, not hereinafter admitted, qualified &/or explained; &/or otherwise, Defendant Taylor demand the Plaintiffs strictly prove each and every averment they made, &/ or whomever else made the averment-s, to prove it; as is required in any case, and;

(3). That because the subject house had been hit by a Reginald Morton with a U-Haul truck 2013, and it later collapse fully in 2015, and;

(4). That Plaintiff had coverage when house was initially hit in 2013 with (*State Farm policy #40 EW 3538 2*) (exhibit p. 00 attached) & the Mortgagee had coverage when house fully collapse in 2015 with (*American Modern Home-under Master Policy #NP0980222301* [exhibit p. 00 attached]; *and after the loss, it was switched to policy #OHZ0165867 without any explanation-yet-why*), and;

(5). That therefore, Defendant Taylor argues that, based on all the foregoing, he does not owe the Plaintiffs anything but instead, it's either of the two insurers &/or Morton 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;

(6). That Plaintiffs' foreclosure suit against Def'd. should accordingly be dismiss with prejudice; because Plaintiffs' litigation, (*if needed*), is against either, or both, of the said insurers and / or against (*Reginald Morton*) the 1 who hit the house with his U-Haul truck back on 6-1-13, and;

(7). That if Plaintiffs chooses to pursue above insurers, 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;

(8). That w/the house fully collapsed & cleaned up (ex. p. 00 attached) & any **deficiency** judgment waived (ex. p. 00 attached); Plaintiffs then have no further &/or other recourse, *other than versus Morton*, after foreclosure litigation; thus the ins. proceeds belong to Def'd., up to policy limits (ex. p.00 \$134, 800 or p.00 \$134, 800) (max. \$150,000 p.00) unless extended by bad faith etc., &;

FOR A 2ND DEFENSE & FOR A 1ST COUNTER CLAIM

Plaintiffs' unclean hands

(9). That in Plaintiffs' complaint re all that's not sufficiently defended under para. #'s 1-8 above, then further, Defendant Taylor vehemently denies that he had made no payment-s since Sept. 1,

2010 thru March 1, 2011; *which allegedly caused the default & breaching of the note & mortgage agreements.* As Def'd. Taylor will affirmatively show, such payments had gone to a "Litton Loan Servicing Company, Inc.", of Houston, Texas, a subprime debt collection service designated as Plaintiffs' loan servicer at that time by them; & that their claim of default is self-induced because;

(10). Litton withheld for some time & then later returned to Defendant Taylor payments made for Sept. 2010 to March 1, 2011 as Def'd Taylor will show as the crux of the allege default period, and;

(11). That Def'd. Taylor retain copies of U S POSTAL MONEY ORDER RECEIPTS of each payment to them from beginning to 3-1-11 (exhibit p.00-00 attached) after which they refuse acceptance, &;

(12). That thus, Def'd Taylor was initially thrown wrongfully into default by Litton at the behest of the Plaintiffs &/or on their own, to, wrongfully, unlawfully, intentionally, willfully, illegally, & with unclean hands, steal Defendant Taylor's lucrative equity in his house of over \$150,000.00 +; to steal it, *minus the mortgage \$39ish balance*, in foreclosure fees of whatever variety they call it; *which caused financial and other injury to disable Defendant Taylor*, to the benefit of all those participating,, who now-*as then*-still, want to collect their lucrative variety of foreclosure fee, as demanded in Plntf's comp., notwithstanding their unclean hands etc. as stated above & below, and;

(13). That supporting Defendant Taylor's claim(s) are the fact that the same servicer (Litton) was doing some of the same things, (*para. 12 above*), to other mortgage servicing customers & when caught 2012—they, to avoid prosecution, entered into an agreement w/ federal banking regulators & the Office of the Comptroller of the Currency & the Board of Governors of the Federal Reserve System, which agreement ended the review of Litton's illicit foreclosure preying on the public, &;

(14).That the said agreement provided, in part, for a payment of \$300.00 (exhibit p. 00 attached) to injured parties (Def'd here) with explicit statement therewith verbatim that: *"By cashing or depositing the check, you do not waive any legal claims against your servicer and you may pursue additional actions related to your foreclosure"*; see on; (exhibit p. 00 attached), and; shortly thereafter, attempting to avoid any further and future liability, the Plaintiffs switched servicing agent from Litton to present Owen Loan Serv., LLP; who though, continued sending agents to harassing Taylor-see para.19-until a cease & desist motion was filed (ex. p.00 attach) & all this while stay in place per; SC Supr. Ct. Admin. Order No: 2011-05-02-01 (exhibit p.00 attach) &

FOR A 3RD DEFENSE & FOR A 2ND COUNTER CLAIM

Plaintiffs' Breach of Contract

(15).That Defendant Taylor repeats here verbatim paragraphs 9-14 above for this defense & claim, & that Plaintiffs breached the mortgage contract as stated in said paragraphs 9-14 et al. etc, and;

FOR A 4TH DEFENSE & FOR A 3RD COUNTER CLAIM

Plaintiffs' Breach of Contract Accompanied by a Fraudulent Act.

(16).That Defendant Taylor repeats here verbatim paragraphs 9-15 above for this defense & claim, & Plaintiffs breach the mortgage contract accompanied by a fraudulent act as stated in para. 9-15, and;

FOR A 5TH DEFENSE & FOR A 4TH COUNTER CLAIM

Plaintiffs' Violated (UTPA) S.C. Unfair Trade Practices Act

(17).That Defendant Taylor repeats here verbatim paragraphs 9-16 above for this defense & claim, & that the Plaintiffs violated the SC Unfair Trade Practices Act, as stated in said para.'s 9-16, and;

FOR A 6TH DEFENSE & FOR A 5TH COUNTER CLAIM

Plaintiff's Breach of the Implied Covenant of Good Faith and Fair Dealing

(18). That Defendant Taylor repeats here verbatim paragraphs 9-17 above for this defense & claim, and that the Plaintiffs Breached the Implied Covenant of Good Faith and Fair Dealing, as stated in said paragraphs 9-17, and;

FOR A 7TH DEFENSE & FOR A 6TH COUNTER CLAIM

Trespassing by Plaintiffs' Sent Agents

(19). That to harass & intimidate Defendant Taylor to quit his property voluntarily and quick, the Plaintiffs since about November / December 2010, have been sending their Agents on disable Defendant Taylor's property without permission, to accomplish their ulterior motives, reference in paragraphs 12-14 above, and especially, paragraphs 13-14 above, and;

(20). That one such person stated that they were being paid to, "come out-take pictures-check on the property" etc.; and later one--disable Defendant Taylor caught peeping in his window after bathing, which scared him so bad, it almost gave him a heart attack, and;

(21). That the last of such trespassing instances to that date occurred on May 1, 2011, about 4pm, which scared Def'd. Taylor's two grandchildren near to death, as they came running, stumbling, and screaming into the house, hollering that a strange man was in the yard trying to get them, and;

(22). That, which in turn, scared Defendant Taylor near to death as he instantly thought that they were trying to be kidnapped, and hurried, (fell), to the door, onto the porch, to find a man in my yard snapping pictures, and;

(23). That when Defendant Taylor hailed him as to who he was and what was he doing and who sent him, and scolded him that he was trespassing, and warned him to get off my property, and;

(24). That he, the trespasser, muttered out something to the effect that the firm sent him to take pictures and check on the property; but that he would get off the property right away and would just go on back and collect his fees and wouldn't come back, and;

(25). That shortly thereafter, Defendant Taylor sent Plaintiffs' counsel a letter, *dated May 4, 2011*, in short, stating what had happen again; and asking that he;

(Atty. James E. Brogdon, III, at that time with the Law Firm of Nelson, Mullins, Riley & Scarborough; later moving over to, Gallivan, White, & Boyd; with the Defendant Taylor's foreclosure confidential information & becoming defendants' counsel in Taylor v. Stop 'N' Save and Rahal, which Defendant Taylor thought was improper especially under the S. C. Supreme Court's Administrative Order No: 2011-05-02-01, reference, S. C. foreclosures); & in any case, was a foreclosure caused as stated in para. 9-14 above & esp. para. 13-14;

get to the bottom of who it was that was sent out here and which of the Plaintiffs sent him; *if in fact it was not his firm—Nelson, Mullins, Riley—that had done so*; & that if such happened again, that, Defendant Taylor would call out the police, and;

(26). That the Plaintiffs' counsel (*the said Mr. Brogdon*) responded back about 3 weeks later in a letter, *dated May 25, 2011*, stating that he had received Defendant Taylor's May 4, 2011 letter, but that he would not address the matter as these may be dealt with in the litigation process, and;

(27).That Defendant Taylor says that each and every offense, dishonest and illegal act committed by the Plaintiffs and / or their agents, was done intentionally, with forethought, and with but one ultimate intent, and;

(28).That was / is to steal, as stated heretofore, & with the abetting of the harassing trespassers, to scare Defendant Taylors away by phony default, so they could steal the lucrative \$150,000.00 + equity, (*minus mortgage \$39ish balance*), in his home, but not just his home, but their other customer's homes as well, by means stated above in paragraphs 9-28, and;

FOR A 8TH DEFENSE & FOR A 7TH COUNTER CLAIM

Setoff

(29).That Def'd. Taylor repeats here verbatim para. 9-28 above supporting this defense & claim, and if any recovery under paragraphs 1-8 above, or if any under their suit, the Plaintiffs may be entitled to, it should be withheld, to be use as a setoff, against any judgment awarded to Defendant Taylor pursuant to his counter claim(s), and;

(30).That pursuant to all the above, the plaintiffs (*prima facie so, Def'd. Taylor believe*) aren't entitled to any equitable or other relief, sought or unsought, on their foreclosure claim against Defendant Taylor, & therefore it should be denied, as Def'd. Taylor urges this court to do, and;

(31). That Defendant Taylor two grandchildren have suffered obvious emotional injury, as they still remember and talks about a man tried to kidnap them one time, (*in their little minds*), from Granddaddy's yard, and it is an ingrained, and permanent, frame of reference for them, and; that Def'd. Taylor too, have suffered obvious emotional injury himself & for them, & physical sickness injury, & financial & credit injury, et al. etc., & seeks for himself up to \$50,000,000.00 in total damages against the Plaintiffs / Counter Defendants herein above named on page 1; and;

(32). That pursuant to the counter claim facts as pled under each claim, as to punitive damages, they are accordingly sought ref: each applicable counter claim, up to the lawful limits, and;

THAT DEFENDANT TAYLOR PRAYS FOR ALL OF THE RELIEF HE SEEKS, & PRAYS THAT IT'S GRANTED & SO ORDERED & PLAINTIFFS' ARE ACCORDINGLY DENIED.

Most Respectfully Submitted,

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

Sumter, South Carolina

May , 2016

¹ That after 5-1-11, Plaintiff sent agents continued coming & trespass on Def'd Taylors property &.

² That Plaintiffs still have not given their name-s, who was sent, so trespassers could be sued too.

April 29, 2016

To: Mrs. Sara B. Nielsen
Attorney at Law at Firm of
NELSON MULLINS RILEY
1320 Main Street 17th Floor
Columbia, S. C. 29201

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

Re: The Bank of NY Mellon f/k/a The Bank of NY v. Charles Taylor, et al., & Charles Taylor v.
The Bank of NY Mellon f/k/a the Bank of New York, et al. Civil Action Number 11-CP-43-0167;
Your file no: 36266/01512

Dear Mrs. Nielsen:

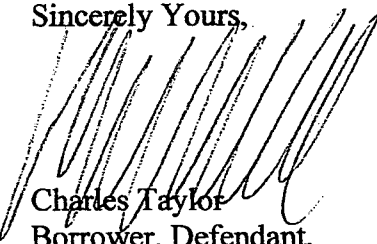
If I didn't already, please accept this letter as my requesting your permission in writing to Update
Amend my Answer and Counter Claim.

If you grant such, I will of course appreciate it and will promptly move to dismiss my motion for
leave to do the same, and your permission will to, of course save everyone's and the court's time
it takes to deal with same.

If you haven't done so yet, please respond to p.3 second paragraph from bottom in my filing that
is dated April 26, 2016.

If you don't mind, please let me hear back from you promptly reference the above mention matters.

Sincerely Yours,



Charles Taylor
Borrower, Defendant,
and Counter Plaintiff

ROA
P.83

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,

Litton Loan Servicing, Inc., &
Owen Loan Servicing, LLC.,

Defendants,

IN THE COURT OF COMMON PLEAS

IN THE THIRD JUDICIAL CIRCUIT

CIVIL ACTION NO: 2011-CP-43-0167

Defendant Charles Taylor's

Motion Hearing

BRIEF

DEFENDANT TAYLOR'S MOTION HEARING BRIEF

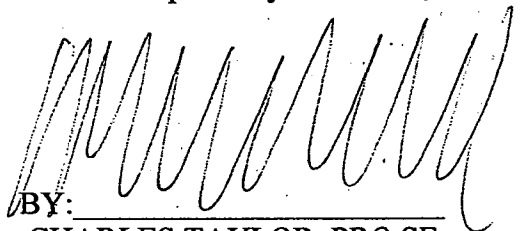
Re: His Motion to Dismiss Plaintiffs' Foreclosure Suit

(1). That supporting said motion are Defendant Taylor's;

- a. filed 2-28-12 motion to dismiss;
- b. filed 4-20-16 updated motion to dismiss;
- c. filed 4-28-16 memorandum & memorandum of law supporting motion to dismiss, and;
- d. filed 5-6-16 supplement to memo. & memo. of law supporting motion to dismiss, and;
- e. filed 5-11-16 affidavit supporting motion to dismiss; and;
- f. filed 5-11-16 this hearing brief; and;*

(2). That same above in total, represent Defendant Taylor's verbatim argument-s and exhibit-s for the said motion at the hearing of the motion, and that he wish to put forth no other, except, to respond to whatever is put forth, if anything, by the Plaintiffs in opposition to the foregoing.

Most Respectfully Submitted,



BY: _____
CHARLES TAYLOR, PRO SE
332 MYRTLE BEACH HWY
SUMTER, S. C. 29153
(803) 609-7990

Sumter, South Carolina

May 11, 2016

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

RECORDED
2015 JUN 13 PM 4:08
JAMES C. CAMPBELL
CLERK OF COURT
SUMTER COUNTY, S.C.

Defendant Charles Taylor's

Rule 59(e) Motion

That Charles Taylor, (hereinafter "Def'd. Taylor"), makes this motion pursuant to SCRCP 59(e) as to the Court's 6-8-16 part final judgment order (attach for easy ref: p. 6-10) dismissing Defd's. counter claim & denying his r.15 motion to amend same (& *his answer*); & Def'd. Taylor believes this motion to reconsider, alter &/or amend the order, should be granted to specifically allow Def'd. Taylor's counter claim (& *answer*) be amended pursuant to SCRCP 15 (*freely given*) because of:

1.

ROA
P.86

(a) Plaintiffs' unclean hands
Succinctly Stated

(1). That Def'd. Taylor was initially, thrown wrongfully into default, by Litton Loan Servicing at the behest of Plntf's. &/or on their own to wrongfully, unlawfully, intentionally, wantonly & with unclean hands, steal Defendant Taylor's lucrative equity in his house of over \$150,000.00 + (minus the mortgage \$39ish balance) in foreclosure fees of whatever variety. [W]hat they in fact did (to Defendant & others with sizeable equity in their homes above the mortgage balance) was to receive & hold & later return payments; (Def'd's. time frame Sept. 2010 to Mar. 1, 2011 & which payments / US Postal Money Order Receipts / Def'd. Taylor retained, EXHIBIT. p. 11-12 attached); to put the mortgagee in default and later followed by foreclosure suit; which caused financial & other injury to disable Defendant Taylor, hence, the subject counter suit, and;

(2). That supporting Defendant Taylor's claim are the fact that the same servicer, (Litton), was doing some of the same things to other mortgage servicing customers, as stated above, & when caught, to avoid prosecution, they entered into an agreement with, Federal Banking Regulators & the Office of the Comptroller of the Currency & the Board of Governors of the Federal Reserve System, which agreement ended the review of Litton's illicit foreclosure preying on the public, &;

(3). That the said agreement provided, in part, for a payment of \$300.00 (exhibit p. 13 attached) to injured parties (Def'd here) with explicit statement therewith verbatim that: "By cashing or depositing the check, you do not waive any legal claims against your servicer and you may pursue additional actions related to your foreclosure"; see on; (exhibit p. 13 bot'm. portion), &

again, hence, Defd's counter claim; and that shortly thereafter, attempting to avoid any further and future liability, the Plaintiffs switched servicing agent from Litton to present Owen Loan Serv., LLP; & that it was their fear of the counter suit that caused them not to pursue the foreclosure option, unless and until Defendant Taylor's counter suit was dismissed etc., if they could get it, as they did in the said order, notwithstanding, as stated above, their *unclean hands*, see: *Wilson v. S.L. Ray, Inc.* (1993) 17 Cal. App. 4th 234, *Kendall-Jackson Winery, Ltd. v. Superior Ct.* (1999) 76 Cal. App. 4th 970, 978); in pertinent part that; "[H]e who comes into equity must come with & maintain clean hands", and further that; *The unclean hands doctrine protects judicial integrity and promotes justice*; & among Plntfs' others--set forth as follows, in brief:

(b) Plaintiffs' Breach of Contract

(4).That Defendant Taylor repeats here verbatim paragraphs 1-3 above, & that Plaintiffs breached the mortgage contract as stated in said paragraphs, and;

(c) Plaintiffs' Breach of Contract Accompanied by a Fraudulent Act

(5).That Defendant Taylor repeats here verbatim paragraphs 1-4 above, and Plaintiffs breach the mortgage contract accompanied by a fraudulent act as stated in said paragraphs, and;

(d) Plaintiffs' Violation of (UTPA) S. C. Unfair Trade Practices Act

(6).That Defendant Taylor repeats here verbatim paragraphs 1-5 above, & that the Plaintiffs violated the S. C. Unfair Trade Practices Act, as stated in said paragraphs, and;

(e) Plaintiffs' Breach of the Implied Covenant of Good Faith and Fair Dealings

(7). That Defendant Taylor repeats here verbatim paragraphs 1-6 above, & that the Plaintiffs Breached the Implied Covenant of Good Faith & Fair Dealing, as stated in said para.'s, &;

(f) Trespassing by Plaintiffs' Agents

(8). That to harass & intimidate Def'd. Taylor to quit his property voluntarily & quick, the Plntfs' sent agents-have been trespassing on Defd's. property from 11/2010 for purposes in #1-3 above; & some-all of A-F above was not ripe for asserting by 2011 as indicated in the order and in any case a stay was in place from 8-27-12 (while some of the above was taking place) & only lifted 3-31-16; &;

Setoff

(9). That Def'd. Taylor repeats here verbatim para. 1-8 above, and if then any recovery Plaintiffs might be entitled to under their foreclosure suit, if any, Def'd Taylor would plead, setoff, & this another reason, for reconsideration, to allow Def'd. Taylor to amend answer & counter claim, &;

(10). That pursuant to all the above, especially pursuant to the, unclean hands doctrine, and below ref: the-equitable remedy doctrine-the plaintiffs (Def'd. Taylor believe & argues) aren't entitle to any equitable relief on their foreclosure claim against Defendant Taylor-because, see: Matrix. Adv. Sh. No. 32 at 42: that no less than our Chief Supreme Court Justice, the Honorable Jean Toal, authored and published an opinion; ruling in pertinent part that; "A party cannot violate the law & expect not to bear the consequences of their actions (see: para.'s 1-8 above) & that this court will not grant a discretionary--equitable remedy--to a party who has refused to follow the laws of this state." [& the matrix court--notwithstanding anything else--summarily awarded everything plus, to the law abiding party who otherwise wasn't entitled to anything & vice versa

for the law breaking party]; and a mortgage foreclosure is an action in equity; see: Hayne Fed. Credit Union v. Bailey, 327 S.C. 242, 248, 489 S.E.2d 472, 475 (1997); which is also why he (Def'd. Taylor) filed the, motion to dismiss plaintiffs' foreclosure suit, which motion too was denied in the same order-p. 6-10 attached; & Def'd. Taylor hereby asks too, (for judicial economy also), for its (that motion's) reconsideration also, in light of all the foregoing above as stated, &;

(11). That considering all the above--disable Def'd. Taylor seeks the specific R.59-e relief / Order:

(a). dismissing plaintiffs' foreclosure suit with or without prejudice or alternatively,

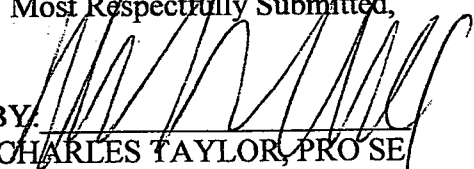
(b). allowing defendant Taylor to amend his answer and counter claim; and;

(12). That there are no prejudice to Plaintiffs because discovery just begun (exhibit p.14 attached) because the stay was just lifted 3-31-16, follow by motions 5-16-16 hearing & by the order p.6-10, &

(13). That in any case, prejudice to Plaintiffs, if any, is of their own making, see paragraph's 1-8 above, & thus prejudice not available to them as a defense against Appellant's Rule 59(e) Motion; & that pursuant to all the foregoing--above--that would be Def'd. Taylor's issues raised on appeal;

DEFENDANT TAYLOR PRAYS THE RELIEF SOUGHT IS GRANTED & SO ORDERED.

Most Respectfully Submitted,

BY: 
CHARLES TAYLOR, PRO SE
332 MYRTLE BEACH HWY
SUMTER, S. C. 29153
(803) 609-7990

Sumter, South Carolina

June 13, 2016

5.

ROA
P.90



CUSTOMER'S RECEIPT

Acct # 0041217324 FOR 1-2011

SEE BACK OF THIS RECEIPT
FOR IMPORTANT CLAIM
INFORMATION

Pay to

Address

NOT
NEGOTIABLE

Litton Loan Services

PO Box 4387

Houston TX 77210-4387

KEEP THIS
RECEIPT FOR
YOUR RECORDS

EXHIBIT

p.1

Serial Number
18434749004



CUSTOMER'S RECEIPT

Acct # 0041217324 For Nov & Dec 2011
MAILED 1-26-11

SEE BACK OF THIS RECEIPT
FOR IMPORTANT CLAIM
INFORMATION

Pay to

Address

NOT
NEGOTIABLE

Litton Loan Services

PO BOX 4387

Houston TX 77210-4387

KEEP THIS
RECEIPT FOR
YOUR RECORDS

Serial Number
18560619742

2011-01-26

791500

\$720.00

0013



CUSTOMER'S RECEIPT

For Oct 2010 Acct # 0041217324

SEE BACK OF THIS RECEIPT
FOR IMPORTANT CLAIM
INFORMATION

Pay to

Address

NOT
NEGOTIABLE

Litton Loan Services

PO BOX 4387 Houston TX 77210

KEEP THIS
RECEIPT FOR
YOUR RECORDS

Serial Number
18560611080

Year, Month, Day

Post Office

Amount

Clerk



CUSTOMER'S RECEIPT

FOR Sept 2010 Acct # 0041217324

SEE BACK OF THIS RECEIPT
FOR IMPORTANT CLAIM
INFORMATION

Pay to

Address

NOT
NEGOTIABLE

Litton Loan Services

PO BOX 4387

Houston, TX 77210-4387

KEEP THIS
RECEIPT FOR
YOUR RECORDS

Serial Number
18560614004

Year, Month, Day

Post Office

Amount

Clerk

The 6-8-16 (4) p. Order of Judge
Nettles referenced in the
preceding pages are the same as
(R. p. 3-6) to avoid duplication.

MAILED 9-27-10

CUSTOMER'S RECEIPT

SEE BACK OF THIS RECEIPT
FOR IMPORTANT CLAIM
INFORMATION

Pay to

Address

NOT
NEGOTIABLE

Litton Loan Ser

PO BOX 4387

Houston TX 77210

Serial Number
18135999685

Year, Month, Day

2010-09-27

ROA

P.91

EXHIBIT

P.11

w/ Defd's. Rule 59(e) Motion

UNITED STATES POSTAL SERVICE **POSTAL MONEY ORDER**

Serial Number 1136108 Year, Month, Day 2010-01-26 Post Office 29150 U.S. Dollars and Cents \$720.00

Amount SEVEN HUNDRED TWENTY DOLLARS & 00/100

Pay to Litton Loan Servicing

UNITED STATES POSTAL SERVICE **POSTAL MONEY ORDER**

Serial Number 1136108 Year, Month, Day 2010-01-26 Post Office 29150 U.S. Dollars and Cents \$360.00

Amount THREE HUNDRED SIXTY DOLLARS & 00/100

Pay to Litton Loan Servicing

Address P O Box 4387

Houston TX 77210

From Charles Taylor

Address 334 Myrtle Beach Hwy

Sumter SC 29153

Memo For Oct 2010 Acct # 0041217324

SEE REVERSE WARNING • NEGOTIABLE ONLY IN THE U.S. AND POSSESSIONS

18560611080

Charles Taylor

334 Myrtle Beach Hwy

Sumter SC 29153

WARNING • NEGOTIABLE ONLY IN THE U.S. AND POSSESSIONS

176211

UNITED STATES POSTAL SERVICE **POSTAL MONEY ORDER**

Serial Number 1134949 Year, Month, Day 2010-01-26 Post Office 29150 U.S. Dollars and Cents \$360.00

Amount THREE HUNDRED SIXTY DOLLARS & 00/100

UNITED STATES POSTAL SERVICE **POSTAL MONEY ORDER**

Serial Number 1134949 Year, Month, Day 2010-01-26 Post Office 29150 U.S. Dollars and Cents \$360.00

Amount THREE HUNDRED SIXTY DOLLARS & 00/100

Pay to Litton Loan Servicing

Address P O Box 4387

Houston TX 77210-4387

From Charles Taylor

Address 334 Myrtle Beach Hwy

Sumter SC 29153-5010

Memo For Sept 2010 Acct # 0041217324

SEE REVERSE WARNING • NEGOTIABLE ONLY IN THE U.S. AND POSSESSIONS

18560614004

ROA
P.92

EXHIBIT
P.12

w/ Defd's. Rule 59(e) Motion

May 19, 2016

To: Mrs. Sara B. Nielsen
Attorney at Law at Firm of
NELSON MULLINS RILEY
1320 Main Street 17th Floor
Columbia, S. C. 29201

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

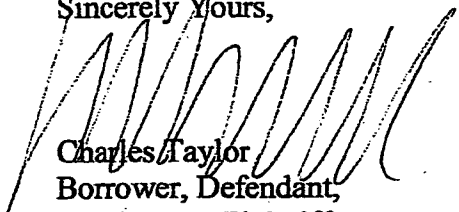
Re: The Bank of NY Mellon f/k/a The Bank of NY v. Charles Taylor, et al., & Charles Taylor v.
The Bank of NY Mellon f/k/a the Bank of New York, et al. Civil Action Number 11-CP-43-0167;
Your file no: 36266/01512

Dear Mrs. Nielsen:

My records indicate that I served initial set of interrogatories and request to produce--dated July 18, 2011. Since everything was basically stayed from then until recently, they wasn't answered.

Because we are back on track for trial of the foreclosure suit, please provide the said discovery; and, thereafter, I am probably going to need to take some depositions of your plaintiffs as well.

Sincerely Yours,



Charles Taylor
Borrower, Defendant,
and Counter Plaintiff

The page that was attached
before this page is same as
(R. p. 70 recompense check)
to avoid duplication.

ROA
P.93

EXHIBIT
P.14

w/ Defd's. Rule 59(e) Motion

AFFIDAVIT OF CHARLES TAYLOR

Supporting His Motion to Dismiss
Plaintiffs' Foreclosure Suit

Civil Action No: 2011-CP-43-0167

RECORDED

2016 MAY 11 PM 12:25

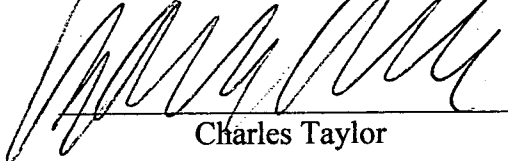
JAMES C. CAMPBELL
CLERK OF COURT
SUMTER COUNTY, S.C.

Personally appeared before me, having been duly sworn, Charles Taylor, deposes and says:

(1). That the receipts, (exhibit p's 1 - 2 attached), are some of the ones mentioned in his, 5-4-16 Supplement to: Defendant's Memorandum and Memorandum of Law Supporting his Motion to Dismiss Plaintiffs' Foreclosure Suit, and;

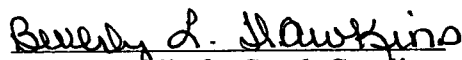
(2). That servicer Litton encouraged the continued sending of payments dated 2-16-11, (ex. p. 3), after foreclosure suit was filed 1-28-11, (ex. p. 4). Then someone at Litton wrote on-withheld & later return the payment, (ex. p. 5 attached), as with others.

FURTHER AFFAINT SAYS NOT


Charles Taylor

SWORN TO BEFORE ME THIS

11th TH DAY OF MAY 2016


Notary Public for South Carolina

MY COMMISSION EXPIRES

ON: My commission Expires April 19, 2017

ROA
P.94



Litton Loan Servicing®

4828 Loop Central Drive
Houston, TX 77081
Telephone 1-800-247-9727
Fax 713-218-3777
www.littonloan.com

February 16, 2011

Charles Taylor
334 Myrtle Beach Hwy
Sumter, SC 291535010

EXHIBIT
p.3

Re: Loan #: 41217324
 Property: 334 Myrtle Beach Highway
 Sumter, SC 29153

Dear Mortgagor(s):

Thank you for your correspondence received February 15, 2011, regarding the referenced loan.

Unless otherwise regulated by state law, Litton Loan Servicing LP ("Litton") will provide a response to your inquiry within 60 business days from the date it received your correspondence.

Please continue to remit your monthly payment as scheduled unless your loan is paid in full or you were notified that Litton no longer services your loan.

Should you have questions, please contact our Customer Care Department at (800) 247-9727 or visit our website at www.littonloan.com.

Sincerely,

Customer Care Department

The 2 pages of receipts that
preceded this page are same as
(R. p. 91-92)
to avoid duplication.

LITTON LOAN SERVICING LP IS A DEBT COLLECTOR. THIS LETTER IS AN ATTEMPT TO COLLECT YOUR DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

IF YOU ARE NOT OBLIGATED ON THE DEBT OR IF THE DEBT HAS BEEN DISCHARGED IN A BANKRUPTCY PROCEEDING, THIS IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT AN ATTEMPT TO ASSESS OR COLLECT THE DEBT FROM YOU PERSONALLY.

EXHIBIT
p.5

UNITED STATES POSTAL SERVICE

POSTAL MONEY ORDER

Serial Number
1135517
18434749511

Year, Month, Day
2011-02-07

Post Office
29150

U.S. Dollars and Cents
\$360.00

Amount
THREE HUNDRED SIXTY DOLLARS & 00/100

Pay to
Litton Loan Servicing

Address
PO Box 4387
Houston TX 77210-4387

From
CHARLES TAYLOR 0028

Address
334 Myrtle Beach Hwy
Sumter SC 29153

Memo
FOR 2-2011 Acct # 0741217324

© 2008 United States Postal Service. All Rights Reserved.

1000000800210

SEE REVERSE WARNING - NEGOTIABLE ONLY IN THE U.S. AND POSSESSIONS

18434749511

Someone at Litton wrote on
Withheld and later return

The page that preceded this
page are same as (R. p. 16)
to avoid duplication

ROA
P.96

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,)

Plaintiff,)

vs.)

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

Defendants.)

**PLAINTIFF'S STATUS REPORT TO
COURT REGARDING STAY OF
PROCEEDINGS UNDER JANUARY
4, 2016 ORDER**

In accordance with the Court's directive, 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") is hereby providing the Court with a Status Report as to the ongoing settlement discussions previously outlined by the Parties in the January 4, 2016 Consent Order to Stay Proceedings and Continue Hearing Scheduled for January 4, 2016 ("Order"). Plaintiff states as follows:

1. On December 29, 2015, Plaintiff and Defendant Charles Taylor ("Defendant Taylor") informed the Court that they were in the process of completing the prerequisites to a loan modification to resolve this matter. As part of that process, Defendant Taylor was required to complete certain prerequisites in order to obtain the loan modification and settle the above-captioned lawsuit. Defendant Taylor failed to complete those prerequisites, even after being granted an extension of time to comply, and, therefore, it does not appear that Defendant Taylor is interested in settling this matter

through a loan modification. However, at this time, Plaintiff remains open to negotiating a loan modification.

2. Plaintiff has continued to work with Defendant Taylor on alternative settlement options, including a loan balance payoff and a "cash for keys" offer, in exchange for an uncontested foreclosure. Defendant Taylor has not expressed any interest in negotiating an uncontested foreclosure through the "cash for keys" settlement offer, but did express an interest in paying off the loan balance to settle this case. Accordingly, Plaintiff provided Defendant Taylor with a payoff quote good through February 1, 2016, on January 14, 2016, and an updated payoff quote good through February 16, 2016, on February 4, 2016. Defendant has until close of business on February 16, 2016, to satisfy the loan balance.

3. If the loan balance is not paid in full on February 16, 2016, and settlement cannot otherwise be reached on or before that date, Plaintiff will move, in accordance with Paragraph 3 of the Order, to lift the stay and proceed with a hearing on the pending motions.

SIGNATURE PAGE ATTACHED

NELSON MULLINS RILEY & SCARBOROUGH LLP

By: /s/SARAH B. NIELSEN

B. Rush Smith III

Alana Odom Williams

Sarah B. Nielsen

Email: sarah.nielsen@nelsonmullins.com

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*

February 12, 2016

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
)
)
)
)
) **PLAINTIFF'S STATUS REPORT**

**PLAINTIFF'S STATUS REPORT TO
COURT REGARDING STAY OF
PROCEEDINGS UNDER JANUARY
4, 2016 ORDER**

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

Defendants.

1. On December 29, 2015, Plaintiff and Defendant Charles Taylor (“Defendant Taylor”) informed the Court that they were in the process of completing the prerequisites to a loan modification to resolve this matter. As part of that process, Defendant Taylor was required to complete certain prerequisites in order to obtain the loan modification and settle the above-captioned lawsuit. Defendant Taylor failed to complete those prerequisites, even after being granted an extension of time to comply, and, therefore, it does not appear that Defendant Taylor is interested in settling this matter

ROA
P.100

through a loan modification. However, at this time, Plaintiff remains open to negotiating a loan modification.

2. Plaintiff has continued to work with Defendant Taylor on alternative settlement options, including a loan balance payoff and a "cash for keys" offer, in exchange for an uncontested foreclosure. Defendant Taylor has not expressed any interest in negotiating an uncontested foreclosure through the "cash for keys" settlement offer, but did express an interest in paying off the loan balance to settle this case. Accordingly, Plaintiff provided Defendant Taylor with a payoff quote good through February 1, 2016, on January 14, 2016, and an updated payoff quote good through February 16, 2016, on February 4, 2016. Defendant had until close of business on February 16, 2016, to satisfy the loan balance and failed to do so.

3. In light of the foregoing, Plaintiff is moving by separate motion, in accordance with Paragraph 3 of the Order, to lift the stay and proceed with a hearing on the pending motions.

SIGNATURE PAGE ATTACHED

NELSON MULLINS RILEY & SCARBOROUGH LLP

By: /s/SARAH B. NIELSEN

B. Rush Smith III

Alana Odom Williams

Sarah B. Nielsen

Email: sarah.nielsen@nelsonmullins.com

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*

March 28, 2016

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,)

Plaintiff,) **CERTIFICATION OF**
) **COMPLIANCE WITH SOUTH**
) **CAROLINA SUPREME COURT**
vs.) **ADMINISTRATIVE ORDER NO.**
) **2011-05-02-01**

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

Defendants.)

The 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"), by and through its undersigned counsel does hereby certify as follows:

- 1) That this is an action for the foreclosure of owner-occupied real property.
- 2) Pursuant to South Carolina Supreme Court Administrative Order No. 2011-05-02-01 (the "Order"), the Defendant Charles Taylor ("Defendant") was served with the required notice of rights on June 7, 2011. *See* Notice of Right to Participate in Foreclosure Intervention, attached hereto as Exhibit "A," *see also* S.C. Admin. Order No. 2011-05-02-01, Sec. B(1)(a), C.
- 3) On July 3, 2011, Defendant informed counsel for Plaintiff that he had completed the requested information, but the completed workout package was not returned at that time. *See* 7/3/11 Ltr. from Defendant Taylor, attached hereto as Exhibit "B."
- 4) On July 18, 2011, counsel for Plaintiff sent a follow-up letter to Defendant requesting the completed workout package by July 21, 2011. *See* 7/18/11 Ltr. from Ms. Nielsen, attached hereto as Exhibit "C."
- 5) Following a hearing on July 25, 2012, Defendant sent a letter to counsel for Plaintiff asking for thirty days to complete the workout package. *See* 7/25/11 Ltr. from Defendant Taylor, attached hereto as Exhibit "D."

- 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.

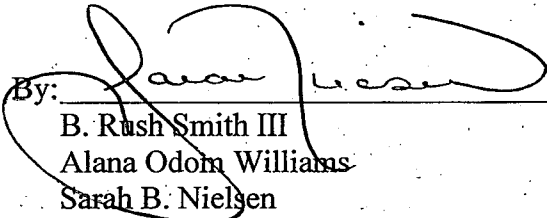
25) After completion of the foreclosure intervention process, the Defendant refused to accept the loan modification that he qualified for in accordance with the standards, rules or guidelines applicable to the mortgage loan, and the parties have been unable to reach any other agreement concerning the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

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

Exhibit A (Notice of Right to Participate in Foreclosure Intervention)

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

June 7, 2011

Via Certified Mail

Certified Article Number

7160 3901 9848 5062 4351

SENDER'S RECORD

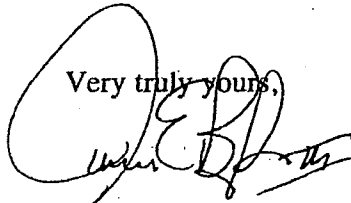
Charles Taylor
334 Myrtle Beach Highway
Sumter, SC 29153

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

ROA
P.107

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,)

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/17th 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.

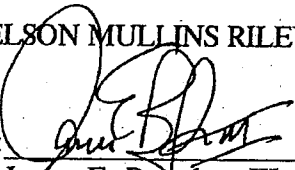
4. If you have any information or data that you would like for The Bank of New York Mellon to consider, please send it in with your Request to Participate in Foreclosure Intervention.

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/17th Floor
Columbia, South Carolina 29201

**ROA
P.111**

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
17TH FLOOR
COLUMBIA, SC. 29201
ATTN: Alana Odom Williams

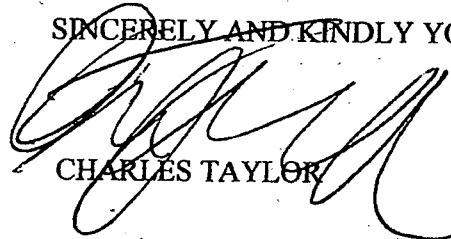
CHARLES TAYLOR
PO BOX 3652
SUMTER, SC. 29151

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.

ROA
P.112

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

Exhibit C (07/18/11 Letter from S. Nielsen)

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.

With twelve office locations in the District of Columbia, Florida, Georgia, Massachusetts, North Carolina, South Carolina, and West Virginia

**ROA
P.113**

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

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/17th 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:

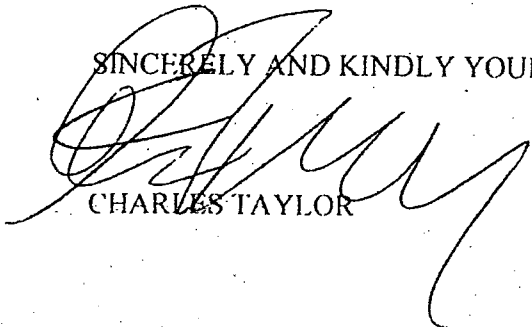
It was nice meeting you on Monday. Rather than sending you a re-signed copy of the old mortgage intervention package, I believe it better to take the time, (up to 30 days from today), and gather all the information together again, and do it anew again.

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 2nd 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

ROA
P.116

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

Exhibit E
(08/01/11 Letter from
S. Nielsen)

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

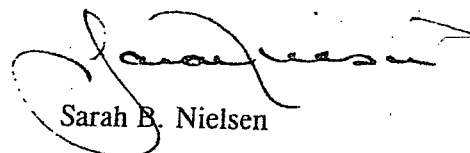
Dear Mr. Taylor:

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

ROA
P.117

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

Exhibit F (08/24/11 Letter from S. Nielsen)

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

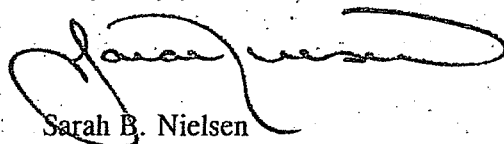
RE: The Bank of New York Mellon f/k/a The Bank of NY v. Charles Taylor, et al.
Civil Action No. 11-CP-43-0167
Our File No. 36266/01512

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

**ROA
P.118**

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:

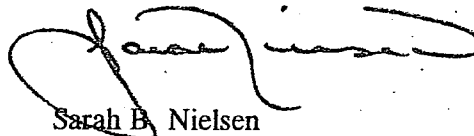
We want to follow up with you on the documents you submitted relative to your request to participate in foreclosure intervention. We submitted the documents to our client for an initial review by the loss mitigation department. After reviewing the documents, our client is requesting the following additional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

ROA
P.119

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

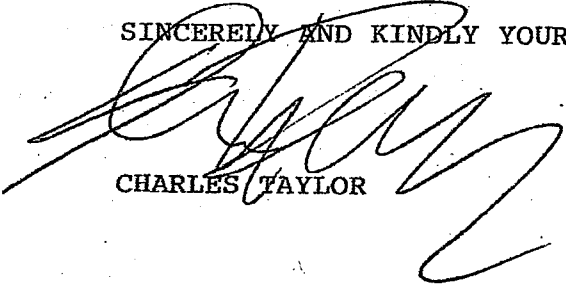
RE: C/A NO: 11-CP-43-0167
re: your file no: 36266/01512
RE: Foreclosure Intervention

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.

ROA
P.120

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

Exhibit I (08/30/12 Letter from S. Nielsen)

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

SENDER'S 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:

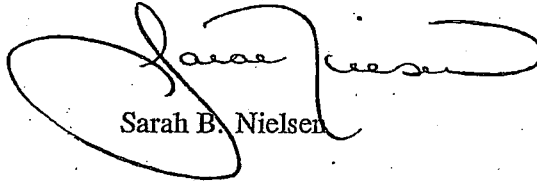
We are writing in regard to the status of foreclosure intervention pursuant to the South Carolina Supreme Court's Administrative Order No. 2011-05-02-01, in the above-referenced matter. The current servicer of your loan, Ocwen Loan Servicing, LLC ("Ocwen"), is willing to settle your claims and the foreclosure 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", written over a printed name.

Sarah B. Nielsen

SBN:s

ROA
P.122

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
17th Floor
Columbia SC 29201

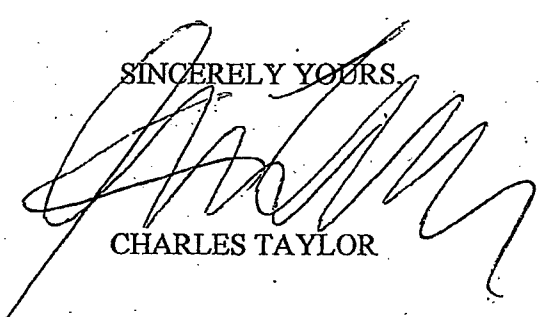
CHARLES TAYLOR
PO Box 3652
Sumter SC 29151

Re: The Bank of New York Mellon f/k/a The Bank of New York v. Charles Taylor, et al.
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,



CHARLES TAYLOR

ROA
P.123

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

Exhibit K (09/11/12 Letter from S. Nielsen)

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

Certified Article Number

7196 9008 9111 5207 7430

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 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.

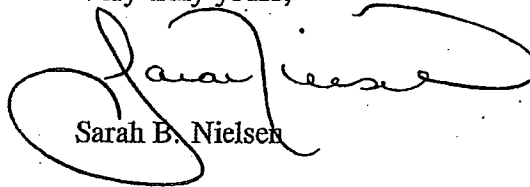
As we previously outlined, the current servicer of your loan, Ocwen Loan Servicing, LLC ("Ocwen"), is willing to settle your claims and the foreclosure action with a loan modification agreement. Please understand that this current offer does not represent the final and complete terms of any settlement 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

ROA
P.125

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
17th Floor
Columbia SC 29201

CHARLES TAYLOR
PO Box 3652
Sumter SC 29151

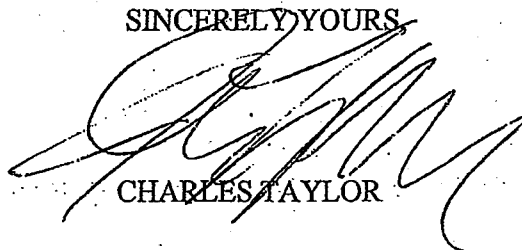
Re: The Bank of New York Mellon f/k/a The Bank of New York v. Charles Taylor, et al.;
& Taylor v. The Bank of New York Mellon f/k/a The Bank of New York, et al., [including],
Equity One Mortgage, Inc., Popular Mortgage, Inc., & Litton Loan Servicing, Inc.;
C/A No: 11-CP-43-0167
Your File No: 36266/01512

Dear Mrs. Nielsen:

I received your letter dated 9/11/12, 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

ROA
P.126

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

Exhibit M (09/19/12 Letter from S. Nielsen)

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.

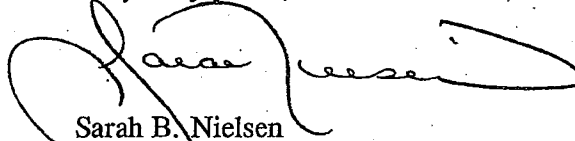
The loan modification option is subject to you executing proper documents releasing Ocwen and the Plaintiff from any liability and settling any prior, present or future claims in full. As noted above, modification is also subject to clear title to the subject property. If the down

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,



Sarah B. Nielsen

SBN:s

ROA
P.128

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
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 9/19/12, 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?

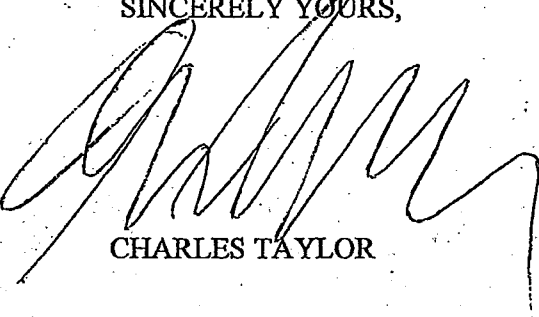
Third Question: You keep saying, "clear title to the property"; everything in that regards will be the same as it was before. Whatever title is presently held, why would that change if it is the same as it was before? I need you to make this clear as to why anything would change in these regards. If 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.

p-1

ROA
P.129

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 over the typed name.

CHARLES TAYLOR

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

Exhibit O (09/25/12 Letter from S. Nielsen)

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

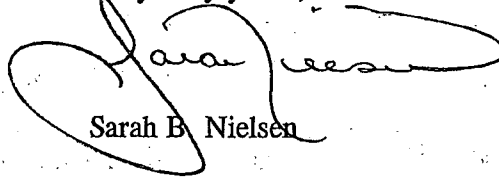
New York, as trustee for the benefit of Certificateholders of Popular ABS, Inc.
Mortgage Pass-Through Certificates Series 2006-E.

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

ROA
P.132

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

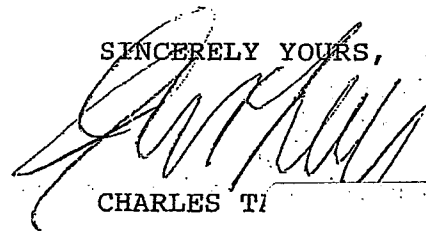
Re: The Bank of New York Mellon f/k/a The Bank of New York
v. Charles Taylor, et al; &
Taylor v. The Bank of New York Mellon f/k/a The Bank of
New York, et al; (including), Equity One Mortgage, Inc.,
Popular Mortgage, Inc., & Litton Loan Servicing, Inc.;
C/A No: 11-CP-43-0167
Your File No: 36266/01512

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 T

cc:

ROA
P.133

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

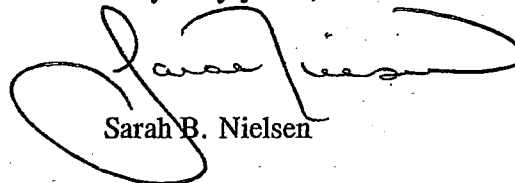
RE: The Bank of New York Mellon f/k/a The Bank of NY v. Charles Taylor, et al.
Civil Action No. 11-CP-43-0167
Our File No. 36266/01512

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

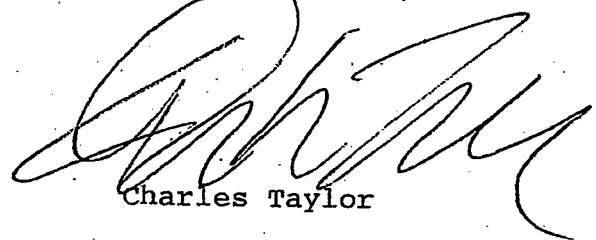
Charles Taylor
PO Box 3652
Sumter SC 29151

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

ROA
P.135

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

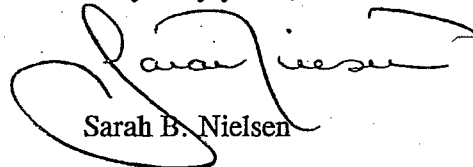
RE: The Bank of New York Mellon f/k/a The Bank of NY v. Charles Taylor, et al.
Civil Action No. 11-CP-43-0167
Our File No. 36266/01512

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

ROA
P.136

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
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 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**

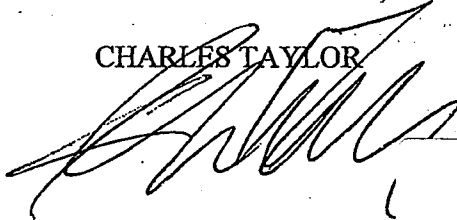
business when it comes to litigation as to what I can and will do to protect my interest!

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.

SINCERELY YOURS,

Cc: Owen Servicing

CHARLES TAYLOR



ROA
P.137

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.**

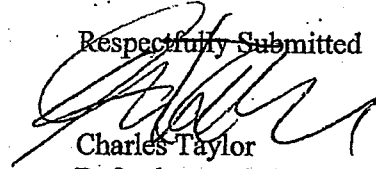
(4).(Taylor says): Lastly; that as to the \$1,735,000.00 judgment from the underlying case; it would hold no potential consequences for Peak, even if it was for a billion seven hundred thirty five thousand dollars; had Peak committed no bad faith in the handling of the subject claim. So to the extent 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

-3-

ROA
P.140

Exhibit 3

(Filed & Signed Copies of Orders)

STATE OF SOUTH CAROLINA

COUNTY OF SUMTER 2016 JAN -4 PM 1:44 IN THE COURT OF COMMON PLEAS
THIRD JUDICIAL CIRCUIT

JAMES C. CAMPBELL
CLERK OF COURT
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
**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

ROA
P.142

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

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.

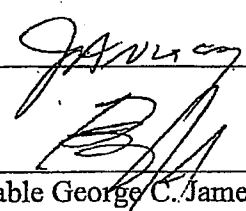
4. In light of the settlement discussions between the Parties and potential resolution of this matter, the Court finds that the purpose of the stay is to avoid undue burden upon the Court and upon the Parties while settlement discussions are ongoing.

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.



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

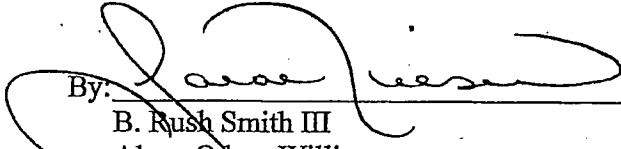
IT IS SO ORDERED, this 4 day of January, 2016


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: 

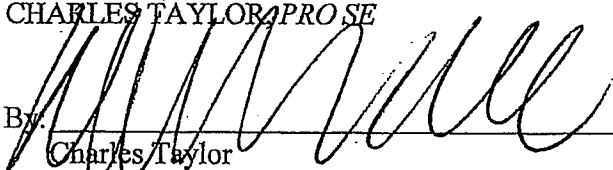
B. Rush Smith III
Alana Odom Williams
Sarah B. Nielsen
S.C. Bar No. 78384
1320 Main Street / 17th Floor
Post Office Box 11070 (29211-1070)
Columbia, SC 29201
(803) 799-2000

*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	)	
	)	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,	)	
	)	<u>PROPOSED ORDER LIFTING</u>
	)	<u>STAY OF PROCEEDINGS</u>
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

Electronically signed on 2016-03-30 17:46:04 page 3 of 3

ELECTRONICALLY FILED - 2016 Mar 31 9:37 AM - SUMTER - COMMON PLEAS - CASE#2011CP4300167

ROA
P.148

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,) **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), SCRCP. 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), SCRCP. 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

Electronically signed on 2016-06-08 11:58:46 page 5 of 5

ELECTRONICALLY FILED - 2016 Jun 08 12:06 PM - SUMTER - COMMON PLEAS - CASE#2011CP4300167

ROA
P.153

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**

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, SCRCPP. In Defendant's Motion, he appears to argue that Rule 15, SCRCPP 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), SCRCPP, 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

Electronically signed on 2016-07-07 14:31:34 · page 3 of 3

ELECTRONICALLY FILED - 2016 Jul 07 2:55 PM - SUMTER - COMMON PLEAS - CASE#2011CP4300167

ROA
P.156

Exhibit 1

(Complaint)

STATE OF SOUTH CAROLINA

RECORDED

IN THE COURT OF COMMON PLEAS

COUNTY OF SUMTER

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 Mortgage Y.S.C.
Pass-Through Certificates Series 2006-E,

Plaintiff,

2011 - CP - 43 - 0167

COMPLAINT

(NON-JURY)

FORECLOSURE OF REAL ESTATE
MORTGAGE
Deficiency Judgment Waived

v.

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

Defendant(s).

(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.

ROA
P.158

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 #5938)
Reginald P. Corley (SC Bar #69453)
Ellie C. Floyd (SC Bar #68635)
Eve Moredock Stacey (SC Bar #5300)
Robert P. Davis (SC Bar #74030)
Shawn R. Willis (SC Bar #71155)
● Benjamin J. Powell (SC Bar #77205)
Kelsey K. Brockbank (SC Bar #77519)
Andrew W. Montgomery (SC Bar #79893)
220 Executive Center Drive
Columbia, SC 29210

Cheryl H. Fisher (SC Bar #15213)
Jennifer W. Rubin (SC Bar #16727)
Michael P. Morris (SC Bar #73560)
Mary R. Powers (SC Bar #16534)
William S. Koehler (SC Bar #74935)
Kevin T. Hardy (SC Bar #76015)
John P. Fetner (SC Bar #77460)
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)

STATE OF SOUTH CAROLINA

RECORDED

COUNTY OF SUMTER

2012 DEC 11 PM 1:15

IN THE COURT OF COMMON PLEAS
THIRD JUDICIAL CIRCUIT

JAMES D. CAMPBELL

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

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

The 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"), by and through its undersigned counsel does hereby certify as follows:

- 1) That this is an action for the foreclosure of owner-occupied real property.
- 2) Pursuant to South Carolina Supreme Court Administrative Order No. 2011-05-02-01 (the "Order"), the Defendant Charles Taylor ("Defendant") was served with the required notice of rights on June 7, 2011. *See* Notice of Right to Participate in Foreclosure Intervention, attached hereto as Exhibit "A;" *see also* S.C. Admin. Order No. 2011-05-02-01, Sec. B(1)(a), C.
- 3) On July 3, 2011, Defendant informed counsel for Plaintiff that he had completed the requested information, but the completed workout package was not returned at that time. *See* 7/3/11 Ltr. from Defendant Taylor, attached hereto as Exhibit "B."
- 4) On July 18, 2011, counsel for Plaintiff sent a follow-up letter to Defendant requesting the completed workout package by July 21, 2011. *See* 7/18/11 Ltr. from Ms. Nielsen, attached hereto as Exhibit "C."
- 5) Following a hearing on July 25, 2012, Defendant sent a letter to counsel for Plaintiff asking for thirty days to complete the workout package. *See* 7/25/11 Ltr. from Defendant Taylor, attached hereto as Exhibit "D."

ROA
P.164

- 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.

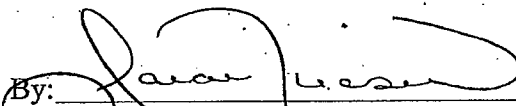
25) After completion of the foreclosure intervention process, the Defendant refused to accept the loan modification that he qualified for in accordance with the standards, rules or guidelines applicable to the mortgage loan, and the parties have been unable to reach any other agreement concerning the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

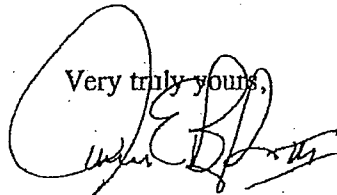
Charles Taylor
334 Myrtle Beach Highway
Sumter, SC 29153

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

ROA
P.170

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/17th 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.

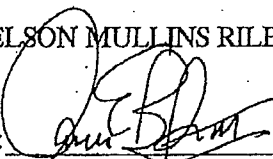
4. If you have any information or data that you would like for The Bank of New York Mellon to consider, please send it in with your Request to Participate in Foreclosure Intervention.

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

CERTIFICATE OF SERVICE

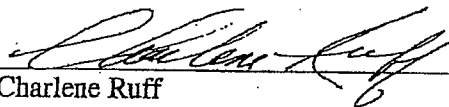
I, the undersigned Administrative Assistant of the law offices of Nelson Mullins Riley & Scarborough LLP, attorneys for plaintiff, do hereby certify that I have served all parties in this action with a copy of the pleading(s) hereinbelow specified by mailing a copy of the same by United States Certified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

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/17th Floor
Columbia, South Carolina 29201

**ROA
P.174**

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
17TH FLOOR
COLUMBIA, SC. 29201
ATTN: Alana Odom Williams

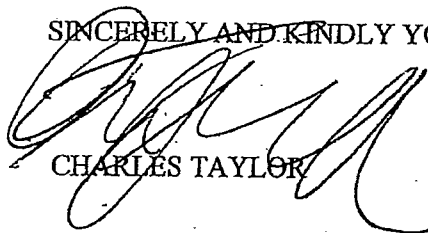
CHARLES TAYLOR
PO BOX 3652
SUMTER, SC. 29151

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.

ROA
P.176

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 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 on the Roster. The Roster is available at 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

**ROA
P.177**

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.

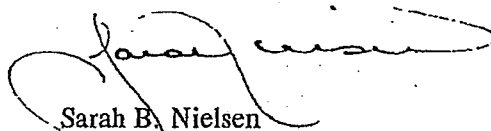
Please contact us immediately if you have any questions.

With twelve office locations in the District of Columbia, Florida, Georgia, Massachusetts, North Carolina, South Carolina, and West Virginia

ROA
P.179

Charles Taylor
July 18, 2011
Page 2

Very truly yours,



Sarah B. Nielsen

SBN:s
Enclosures

ROA
P.180

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,)

Defendants.)

Civil Action No. 2011-CP-43-0167

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 / 17th 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)

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,)

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/17th 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.

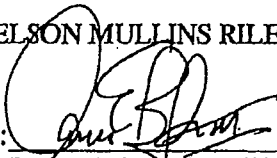
4. If you have any information or data that you would like for The Bank of New York Mellon to consider, please send it in with your Request to Participate in Foreclosure Intervention.

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/17th Floor
Columbia, South Carolina 29201

ROA
P.187

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/17th 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:

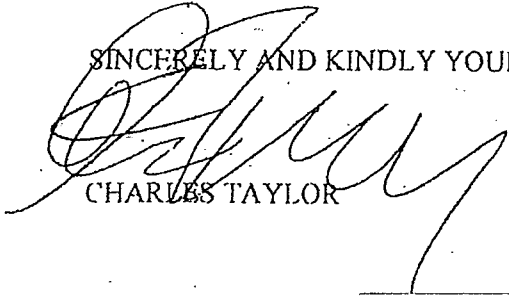
It was nice meeting you on Monday. Rather than sending you a re-signed copy of the old mortgage intervention package, I believe it better to take the time, (up to 30 days from today), and gather all the information together again, and do it anew again.

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 2nd 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

ROA
P.189

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

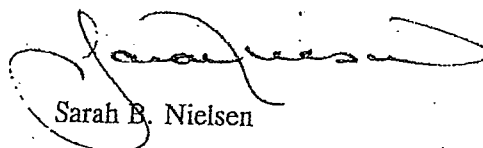
Dear Mr. Taylor:

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

With twelve office locations in the District of Columbia, Florida, Georgia, Massachusetts, North Carolina, S

ROA
P.191

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

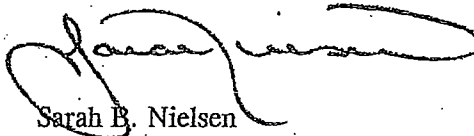
RE: The Bank of New York Mellon f/k/a The Bank of NY v. Charles Taylor, et al.
Civil Action No. 11-CP-43-0167
Our File No. 36266/01512

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:

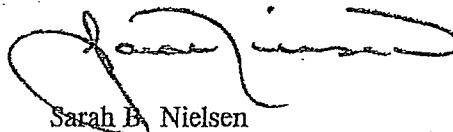
We want to follow up with you on the documents you submitted relative to your request to participate in foreclosure intervention. We submitted the documents to our client for an initial review by the loss mitigation department. After reviewing the documents, our client is requesting the following additional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

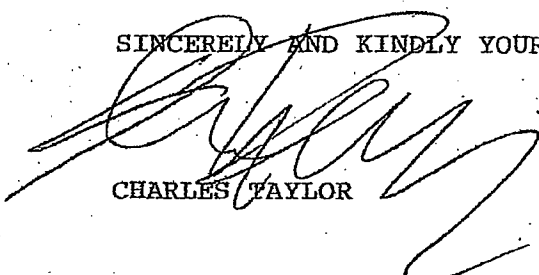
RE: C/A NO: 11-CP-43-0167
re: your file no: 36266/01512
RE: Foreclosure Intervention

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.

ROA
P.197

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 - 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

ROA
P.198

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.

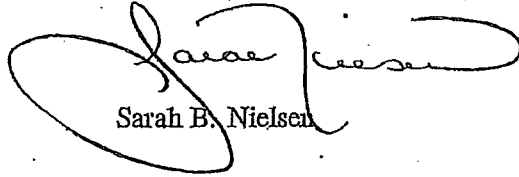
With twelve office locations in the District of Columbia, Florida, Georgia, Massachusetts, North Carolina, South Carolina, and West Virginia

ROA
P.200

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", is written over a large, loopy circular flourish.

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
17th Floor
Columbia SC 29201

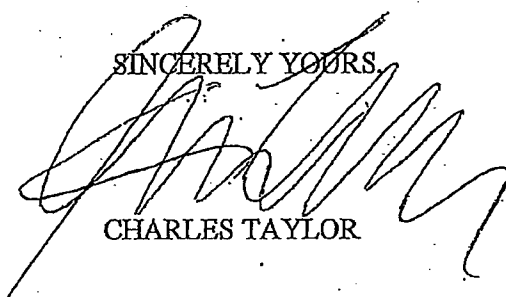
CHARLES TAYLOR
PO Box 3652
Sumter SC 29151

Re: The Bank of New York Mellon f/k/a The Bank of New York v. Charles Taylor, et al.
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,



CHARLES TAYLOR

ROA
P.203

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

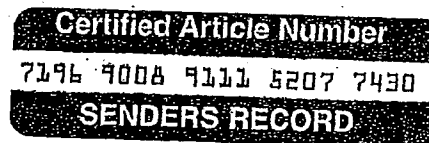
Sarah B. Nielsen
Tel: 803.255.9284
Fax: 803.255.5943
sarah.nielsen@nelsonmullins.com

*** 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-B. 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.

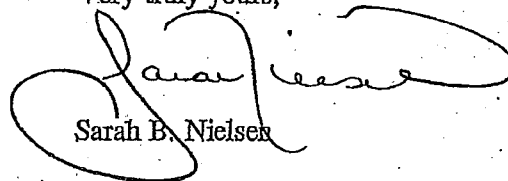
As we previously outlined, the current servicer of your loan, Ocwen Loan Servicing, LLC ("Ocwen"), is willing to settle your claims and the foreclosure action with a loan modification agreement. Please understand that this current offer does not represent the final and complete terms of any settlement 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

ROA
P.206

24 STATE OF SOUTH CAROLINA
COUNTY OF SUMTER

RECORDED
IN THE COURT OF COMMON PLEAS
2011 MAR 23 PM 12:18
JUDICIAL CIRCUIT

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 200-E,

Plaintiff,

vs.

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

Defendants.

JAMES C. CAMPBELL 2011-CP-43-0167
CLERK OF COURT
SUMTER COUNTY, S.C.

CONSENT ORDER FOR
SUBSTITUTION OF COUNSEL

The law firm of Nelson Mullins Riley & Scarborough LLP, hereby moves this Court for an Order substituting the undersigned counsel as attorneys of record for the Plaintiff and allowing the law firm of Rogers Townsend & Thomas, PC to withdraw as counsel for Plaintiff in the above-referenced matter. As indicated by signature below, the law firm of Rogers Townsend & Thomas consents to this request.

WHEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that Nelson Mullins Riley & Scarborough, LLP, be substituted for the law firm of Rogers Townsend & Thomas as the attorneys of record for the Plaintiff and that Rogers Townsend & Thomas be relieved of any further representation of Plaintiff in this case.

IT IS SO ORDERED.

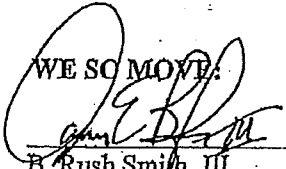
S. George C. James Jr.
Presiding Judge
3rd Judicial Circuit

Sumter, South Carolina
3/25, 2011

CERTIFIED TRUE COPY
OF ORIGINAL FILED
Christa L. Hoff
DEPUTY CLERK OF COURT
SUMTER COUNTY
SOUTH CAROLINA

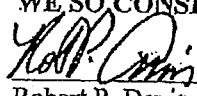
ROA
P.207

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

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):

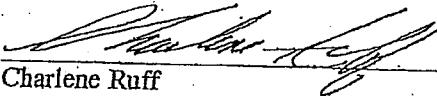
Pleadings:

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

ROA
P.209

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. CAMPBELL
CLERK OF COURT

Plaintiff, SUMTER COUNTY, S.C.

FORM AND COVER SHEET

vs.

Charles Taylor, et al.

Defendant.

Plaintiff's Attorney:
James E. Brogdon, III, Bar No. 79159
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: _____

- ☐ MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III)
☐ FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III)
☒ PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)

SECTION I: Hearing Information

Nature of Motion: _____

Estimated Time Needed: _____

Court Reporter Needed: ☐ YES/ ☐ NO

SECTION II: Motion/Order Type

- ☐ Written motion attached
☒ 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 ☒ Plaintiff/ ☐ Defendant

March 22, 2011
Date submitted

SECTION III: Motion Fee

☒ PAID - AMOUNT: \$ 25.00

☐ EXEMPT:

(check reason)

- ☐ Rule to Show Cause in Child or Spousal Support
☐ Domestic Abuse or Abuse and Neglect
☐ Indigent Status ☐ State Agency v. Indigent Party
☐ Sexually Violent Predator Act ☐ Post-Conviction Relief
☐ Motion for Stay in Bankruptcy
☐ Motion for Publication ☐ Motion for Execution (Rule 69, SCRCF)
☐ 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: _____
☐ Other: _____

JUDGE'S SECTION

- ☐ Motion Fee to be paid upon filing of the attached
order.
☐ Other:

JUDGE CODE _____

Date: _____

ROA
P.210

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
17th Floor
Columbia SC 29201

CHARLES TAYLOR
PO Box 3652
Sumter SC 29151

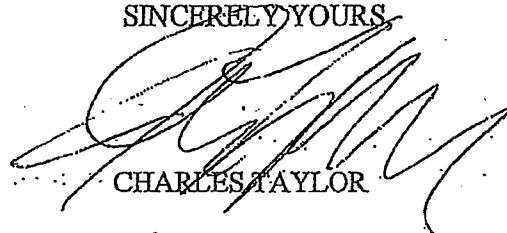
Re: The Bank of New York Mellon f/k/a The Bank of New York v. Charles Taylor, et al.;
& Taylor v. The Bank of New York Mellon f/k/a The Bank of New York, et al., [including],
Equity One Mortgage, Inc., Popular Mortgage, Inc., & Litton Loan Servicing, Inc.;
C/A No: 11-CP-43-0167
Your File No: 36266/01512

Dear Mrs. Nielsen:

I received your letter dated 9/11/12, 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

ROA
P.213

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.

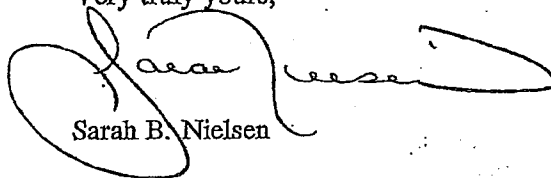
The loan modification option is subject to you executing proper documents releasing Ocwen and the Plaintiff from any liability and settling any prior, present or future claims in full. As noted above, modification is also subject to clear title to the subject property. If the down

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 black ink, appearing to read "Sarah B. Nielsen", with a large, stylized loop at the end.

Sarah B. Nielsen

SBN:s

ROA
P.216

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
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 9/19/12, 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?

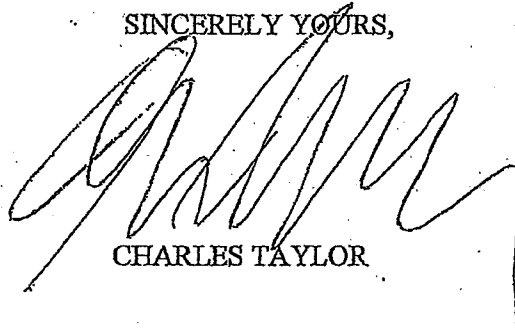
Third Question: You keep saying, "clear title to the property"; everything in that regards will be the same as it was before. Whatever title is presently held, why would that change if it is the same as it was before? I need you to make this clear as to why anything would change in these regards. If 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.

p-1

ROA
P.218

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 over the typed name.

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

With twelve office locations in the District of Columbia, Florida, Georgia, Massachusetts, North Carolina, South Carolina, and West Virginia

ROA
P.221

Charles Taylor
September 25, 2012
Page 2

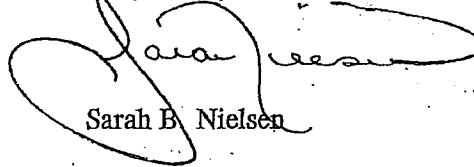
New York, as trustee for the benefit of Certificateholders of Popular ABS, Inc.
Mortgage Pass-Through Certificates Series 2006-E.

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

ROA
P.222

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

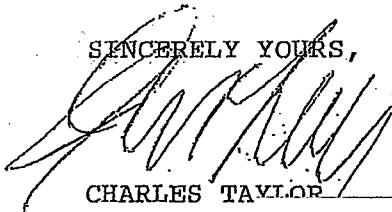
Re: The Bank of New York Mellon f/k/a The Bank of New York
v. Charles Taylor, et al; &
Taylor v. The Bank of New York Mellon f/k/a The Bank of
New York, et al; (including), Equity One Mortgage, Inc.,
Popular Mortgage, Inc., & Litton Loan Servicing, Inc.;
C/A No: 11-CP-43-0167
Your File No: 36266/01512

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:

ROA
P.224

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

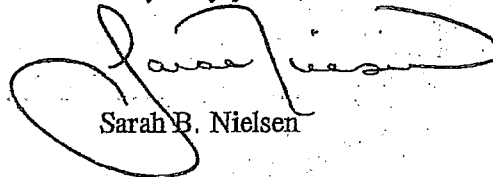
RE: The Bank of New York Mellon f/k/a The Bank of NY v. Charles Taylor, et al.
Civil Action No. 11-CP-43-0167
Our File No. 36266/01512

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

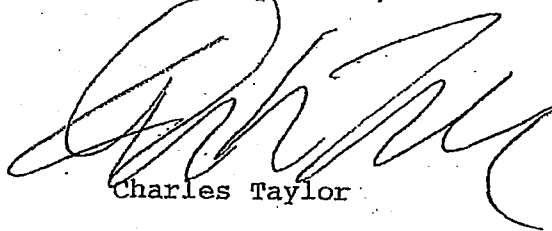
Charles Taylor
PO Box 3652
Sumter SC 29151

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

ROA
P.228

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

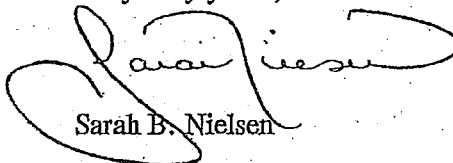
RE: The Bank of New York Mellon f/k/a The Bank of NY v. Charles Taylor, et al.
Civil Action No. 11-CP-43-0167
Our File No. 36266/01512

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

With twelve office locations in the District of Columbia, Florida, Georgia, Massachusetts, North Carolina, South Carolina, and West Virginia

ROA
P.230

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
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 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.

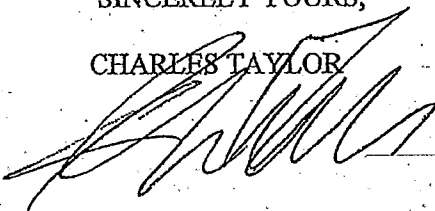
Furthermore, they (the above defendant-s) will have to answer to the initial fraud as I have allege from the very beginning with the money, because I got only about \$24,000.00 in hand and all of the remainder did not go where they said it went.

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.

SINCERELY YOURS,

CHARLES TAYLOR



Cc: Owen Servicing

ROA
P.232

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 whether 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.

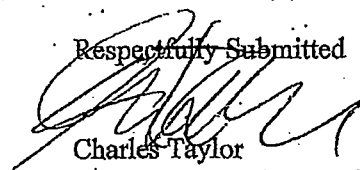
(4).(Taylor says): Lastly; that as to the \$1,735,000.00 judgment from the underlying case; it would hold no potential consequences for Peak, even if it was for a billion seven hundred thirty five thousand dollars; had Peak committed no bad faith in the handling of the subject claim. So to the extent 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

-3-

ROA
P.235

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.

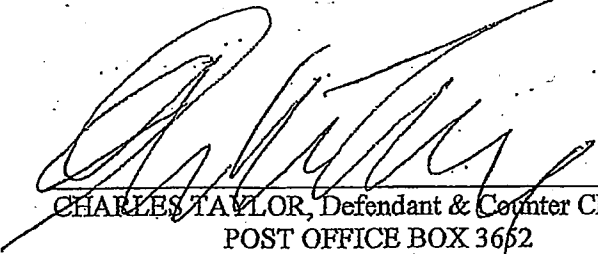
PLEADINGS SERVED:

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.
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CHARLES TAYLOR, Defendant & Counter Claimant
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Sumter, South Carolina

October 31, 2012

ROA
P.236

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

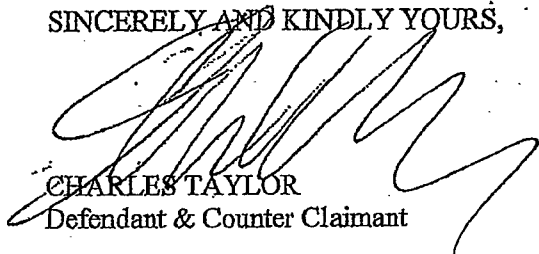
CHARLES TAYLOR
Defendant & Counter Claimant
PO BOX 3652
SUMTER, S. C. 29151

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

ROA
P.237

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