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THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM SPARTANBURG COUNTY
Court of Common Pleas

The Honorable J. Derham Cole, Circuit Court Judge

State Court Case No. 2010-CP-42-2514

RECEIVED

FEB 24 2017

APPELLATE CASE NO. 2017-000262

SC Court of Appeals

Deutsche Bank National Trust Company as Trustee, in Trust for the Registered Holders of Morgan Stanley ABS Capital I, Inc. Trust 2007-HE6, Mortgage Pass-Through Certificates, Series 2007-HE6, Respondent,

v.

Robert Mantooh, Mortgage Electronic Registration Systems, Inc., solely as Nominee for Decision One Mortgage Company, LLC, and Upper Beaver Creek Homeowners Association, Inc., Defendants,

Of Whom Robert Mantooh is the Appellant.

RESPONDENT'S MOTION TO DISMISS APPEAL

Pursuant to Rule 240, SCACR, Deutsche Bank National Trust Company, as Trustee on Behalf of Morgan Stanley ABS Capital I Inc. Trust 2007-HE6, Mortgage Pass-Through Certificates, Series 2007-HE6 ("**Deutsche Bank**") moves to dismiss this appeal on grounds that Robert Mantooh's ("**Appellant**") appeal is interlocutory and not immediately appealable. The issue on appeal is whether Circuit Court Judge J. Derham Cole properly denied the Appellant's motion to dismiss pursuant to Rule 12(b)(6), SCRCF. The appeal is interlocutory and should be dismissed since it is premature.

BACKGROUND

On February 25, 2016, Appellant filed and served a motion styled Notice of Motion and Motion to Dismiss – Lack of Standing and Fraudulent Assignment of Mortgage. Exhibit 1, Motion to Dismiss. During a hearing on March 24, 2016, Circuit Court Judge J. Derham Cole heard oral argument on this and other motions in the case. On January 26, 2017, Judge Cole issued an order denying Appellant’s motion to dismiss and disposing of the other motions considered during the March 24, 2016 hearing as well. Exhibit 2, Order Denying Motion to Dismiss. Appellant then filed a motion to reconsider Judge Cole’s order on February 7, 2017. Exhibit 3, Motion to Reconsider. Judge Cole denied this motion by order dated February 9, 2017. Exhibit 4, Order Denying Motion to Reconsider. On February 11, 2017, Appellant filed and served his Notice of Appeal. Exhibit 5, Notice of Appeal. In the Notice of Appeal, Appellant seeks review of “the portion of the order which denies his Motion to Dismiss.” *Id.*

ARGUMENT

“An interlocutory order which is not governed by a specialized appealability statute may not be appealed before the entry of final judgment unless the order fits into one of the categories set forth in section 14-3-330 of the South Carolina Code.” *Thornton v. S.C. Elec. & Gas Corp.*, 391 S.C. 297, 307, 705 S.E.2d 475, 481 (Ct. App. 2011).

South Carolina law is clear – an order denying a motion to dismiss under Rule 12(b)(6), SCRCPP, is interlocutory and not subject to immediate appeal. *Moyd v. Johnson*, 289 S.C. 482, 347 S.E.2d 97 (1986). To the extent the Appellant argues that his motion to dismiss concerns the trial court’s subject matter jurisdiction or personal jurisdiction over the parties, the order remains interlocutory and not subject to immediate appeal. *Allison v. W.L Gore & Assoc.*, 394 S.C. 185,

714 S.E.2d 547 (2011) (subject matter jurisdiction); *Mid-State Distribs., Inc. v. Century Imps., Inc.*, 310 S.C. 330, 426 S.E.2d 777 (1993) (personal jurisdiction).

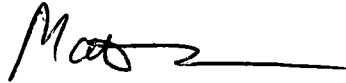
Therefore, Judge Cole's January 26, 2017 and February 9, 2017 orders are not immediately appealable and Appellant's appeal should be dismissed.

CONCLUSION

For the reasons set forth above, this appeal should be dismissed.

Respectfully submitted,

WOMBLE CARLYLE SANDRIDGE & RICE, LLP



Matthew E. Tillman, Esq.
SC Bar No. 70338
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Five Exchange Street
P.O. Box 999
Charleston, SC 29402
(843) 722-3400
Attorneys for Respondent

February 23, 2017
Charleston, South Carolina

Pro Se Appellant:

Robert Mantooth
104A Franklin Street, #176
Spartanburg, SC 29301
(864) 237-9468

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM SPARTANBURG COUNTY
Court of Common Pleas
The Honorable J. Derham Cole, Circuit Court Judge
State Court Case No. 2010-CP-42-2514

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Deutsche Bank National Trust Company as Trustee, in Trust for the Registered Holders of Morgan Stanley ABS Capital I, Inc. Trust 2007-HE6, Mortgage Pass-Through Certificates, Series 2007-HE6, Respondent,

v.

Robert Mantooth, Mortgage Electronic Registration Systems, Inc., solely as Nominee for Decision One Mortgage Company, LLC, and Upper Beaver Creek Homeowners Association, Inc., Defendants,


Of Whom Robert Mantooth is the Appellant.

CERTIFICATE OF MAILING

I certify that I have served a copy of Respondent's Motion to Dismiss Appeal by depositing a copy of it in the United States Mail, postage prepaid on February 23, 2017 to the following:

Pro Se Appellant:
Robert Mantooth
104A Franklin Street, #176
Spartanburg, SC 29301

WOMBLE CARLYLE SANDRIDGE & RICE, LLP



Matthew E. Tillman, Esq.,
SC Bar No. 70338
Attorneys for Respondent

EXHIBIT 1

STATE OF SOUTH CAROLINA)
)
COUNTY OF SPARTANBURG)
)
Deutsche Bank National Trust Company,)
as Trustee on Behalf of Morgan Stanley)
ABS Capital I, Inc. Trust 2006-HE6,)
Mortgage Pass-Through Certificates,)
Series 2006-HE6,)

Plaintiff,)

-vs-)

Robert Mantooh, Mortgage Electronic)
Registration Systems, Inc., solely as)
Nominee for Decision One Mortgage)
Company, LLC, and Upper Beaver Creek)
Homeowners Association, Inc.,)

Defendant(s).)

IN THE COURT OF COMMON PLEAS
FOR THE SEVENTH JUDICIAL CIRCUIT

C/A No.: 2010-CP-42-2514

**NOTICE OF MOTION AND MOTION
TO DISMISS - LACK OF STANDING
AND FRAUDULENT ASSIGNMENT OF
MORTGAGE**

CLERK OF COURT
PARVALETTI
2016 FEB 25 PM 2:32
M. HOPE BLACKLEY

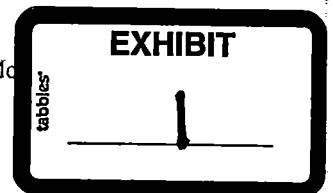
TO: PLAINTIFF/WOMBLE, CARLYLE, SANDRIDGE & RICE

YOU WILL PLEASE TAKE NOTICE that Defendant Robert Mantooh, pursuant to the South Carolina Rules of Civil Procedures, will move before the Presiding Judge of the above-captioned Court on the tenth (10th) day after service hereof, or at such other time and place as is convenient for the Court and counsel for an order dismissing the above-captioned case due to Plaintiff's lack of standing to bring this action and fraudulent assignment of mortgage.

In support of this motion, Defendant Mantooh shows the following to the court:

This motion is based on the laws of South Carolina applicable to this action and the developed case law encompassing those laws and is based on the following:

1. On August 14, 2009, attorney, John B. Kelchner, of the Korn Law Firm signed an Assignment of Mortgage on behalf of Mortgage Electronic Registration Systems, Inc. (MERS) stating that he was "Its Assistant Secretary" and attached the Assignment of Mortgage along with



a Corporate Acknowledgment to the initial foreclosure complaint which he filed with the Clerk of Court for Spartanburg County on May 11, 2010 initiating suit against Defendant Robert Mantooh. (Exhibit A)

This assignment, which was attached to the Complaint, was used to purport standing to the court at the time of filing (May 11, 2010) to bring this action and was submitted to the Court to obtain property by false pretenses (*See State v. Jeffcoat, 279 S.C. 167, 303 S.E.2d 855 (1983)*)

To date (February 8, 2016), this assignment has never been recorded with the Spartanburg County RMC office and cannot be authenticated pursuant to SCER 901(a).

Defendant Mantooh served subpoenas for a list of employees to MERS, specifically, John Kelchner. MERS, through Senior Counsel Gretchen Wallace for Citibank NA, responded that John Kelchner was neither an employee of MERS or Citibank. (Exhibit B)

2. Pursuant to *United States of America, et al vs. America Home Mortgage Servicing, Inc., Case No.: 10-cv-01465-JFA*, United States District Court, District of South Carolina, Rock Hill Division, specifically page 76, paragraphs 286-289 (Exhibit C)

(a) "employees of the Korn Law Firm signed as officers of MERS without disclosing that they were associates or support staff in the foreclosing law firms." (pg. 76, paragraph 286)

(b) "the Korn Law firm also submitted to the courts forged mortgage assignments..." (pg. 76, paragraph 287)

(c) "In all these cases ... paid these law firms to prepare mortgage assignments that were signed by the law firm employees posing as corporate officers of the grantors." (pg. 76, paragraph 288)

3. Plaintiff's initial foreclosure complaint filed on May 11, 2010, specifically paragraph 7, purports to the court "by virtue of an assignment to be recorded Mortgage Electronic Registration Systems, Inc. solely as nominee for Decision One Mortgage Company, LLC assigned said mortgage unto Deutsche Bank National Trust Company, as Trustee on Behalf of Morgan Stanley ABS Capital I, Inc. Trust 2006-HE6, Mortgage Pass-Through Certificates, Series 2006-HE6, making Deutsche Bank National Trust Company ("DBNTC"), as Trustee on Behalf of Morgan Stanley ABS Capital I, Inc. Trust 2006-HE6, Mortgage Pass Through Certificates, Series 2006-HE6 the present lien holder and Plaintiff herein". **(Exhibit D)**

4. Per records contained at the Spartanburg County RMC Office, an assignment of mortgage different from the assignment attached to the initial foreclosure complaint (filed on May 11, 2010) from Mortgage Electronic Registration Systems, Inc. solely as nominee for Decision One Mortgage Company, LLC DBNTC was signed on June 22, 2011, by Karen Malcomson, stating that she was "Its Assistant Secretary" and recorded with the Spartanburg County RMC Office on July 15, 2011; *fourteen months after the initial foreclosure complaint was filed.* **(Exhibit E)**

5. It is evidenced in the records of the United States District of Maryland Bankruptcy Court, *In re Christina P. Hughes, 12-14227-DER*, that Karen Malcomson was, in fact, an employee of Bank of America, the servicer, at the time she executed the assignment of mortgage stating that she was an assistant secretary for MERS. **(Exhibit F)**

As noted above, Defendant Mantooth served subpoenas for a list of employees to MERS, specifically, Karen Malcomson. MERS, through Senior Counsel Gretchen Wallace for Citibank NA, responded that Karen Malcomson was neither an employee of MERS or Citibank. **(Exhibit B)**

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SPARTANBURG COUNTY
M. HOPE CLARKE

Karen Malcomson had no authority whatsoever to assign the mortgage to Deutsche Bank or any other company, corporation or the like. This fraudulent act not only nullifies the assignment of mortgage recorded July 5, 2011 with the Spartanburg RMC office listed as MTG 2011-2485, Book 4479, Page 893, but also the Corrective Corporate Assignment of Mortgage recorded in the RMC office in March 6, 2015, listed as MTG 2015-9128, Book 4948, Page 344.

The nullification of the first assignment of mortgage executed by Karen Malcomson on June 11, 2011 to Deutsche Bank National Trust Co., automatically nullifies the Corrective Corporate Assignment of Mortgage to Deutsche Bank National Trust Co., executed by Ebony Clayborn on October 24, 2014.

6. Defendant Robert Mantooth did not obtain his land/property until February of 2007 to which he is in possession of the original Title to Real Estate (the year after the trust closed). (EXHIBIT G)

6. Plaintiff's claim that DBNTC, as Trustee on Behalf of Morgan Stanley ABS Capital I, Inc. Trust 2006-HE6, Mortgage Pass Through Certificates, Series 2006-HE6 is the present lien holder and Plaintiff is fraud upon the court. This particular Trust cannot possibly contain a Mortgage Backed Security for Defendant Mantooth's mortgage or note that did not exist until 2007 as the trust closed in the prior year. (EXHIBIT H)

7. *Carpenter v. Longan*, 83 U.S. 271, 16 Wall. 271, 21 L.Ed. 313 (1872), clearly supports the notion that Plaintiff must own the original note and the mortgage [at the time of filing] to foreclose on the property. These two instruments must be held and owned in their entirety by the Plaintiff before a foreclosure action can be brought or there is no right to enforce.

CLERK OF COURT
SPARTANBURG COUNTY
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8. "It is clear that to have standing in this foreclosure case, Plaintiff must not only be the holder and owner of the original Note, but also the Mortgage as well. Plaintiff's Complaint in this case fails to meet these criteria." (See *Deutsche Bank National Trust Company v. Scott J. Heinrich, et al*, Docket No.: 2011-CP-10-1060, State of South Carolina, County of Charleston, In the Court of Common Pleas, Ninth Judicial Circuit.)

Plaintiff lacks the standing to initiate and prosecute the foreclosure.

9. Defendant Mantooth, through proper court procedures (*i.e. subpoenas*), has requested proof that Plaintiff held the original note and mortgage at the time the initial foreclosure complaint was filed (May 11, 2010); affording Plaintiff the opportunity to establish standing to bring this action. These subpoenas were served through Plaintiff's numerous counsels, both former and present. (EXHIBIT I)

10. Plaintiff, while previously represented by the Korn Law Firm, Butler & Hosch, Brock & Scott, and now Womble Carlyle Sandridge & Rice, has still not produced the original note and mortgage nor has Plaintiff entered any authenticated proof of standing or real interest on record to bring or prosecute this action.

11. Defendant Mantooth would further show that it has been his claim and objection from the initiation of the foreclosure proceeding and throughout, Plaintiff, DBNTC, as Trustee on Behalf of Morgan Stanley ABS Capital I, Inc. Trust 2006-HE6, Mortgage Pass Through Certificates, Series 2006-HE6 had no standing to bring this action when it was filed on May 11, 2010, and still has no standing to bring or prosecute this action.

12. Defendant Mantooth's claims are brought pursuant to the federal False Claims Act, 31 U.S.C. § 3729 *et seq.* (the "FCA") and similar provisions in the state and municipal False

Claims Act. Defendant Mantooth seeks to recover damages and civil penalties arising from the false claims and false statements made by the Plaintiff.

13. The fraud carried out by the Plaintiff in this case includes, *inter alia*:

- Mortgage assignments with forged signatures of individuals signing on behalf of the grantor/assignor, and forged signatures of the witnesses and the notaries;
- Mortgage assignments with signatures of individuals signing as corporate officers for companies that never employed them;
- Mortgage assignments prepared and signed by individuals as corporate officers for companies that had been dissolved by bankruptcy years prior to the assignment;
- Mortgage assignments with purported effective dates unrelated to the date of any actual or attempted transfer (and in the case of the trust, *years after (2011)* the closing date of the trust, which was 2006);
- Mortgage assignments prepared on behalf of grantors/assignors who had never themselves acquired ownership of the mortgage and note by a valid transfer;
- Mortgage assignments notarized by notaries who never witnessed the signatures they notarized.

14. "Affixing or submitting false signatures on a mortgage document is a violation of federal and state law and those signatures are without authority to complete the transaction. According to a mortgage fraud notice prepared jointly by the Federal Bureau of Investigation and the Mortgage Bankers Association, mortgage fraud potentially violated at least eight federal criminal statutes: Specifically:

- (1) 18 U.S.C. § 1001- Statement or entries generally;
- (2) 18 U.S.C. § 1010 – HUD and Federal Housing Administration transactions;
- (3) 18 U.S.C. § 1014 – Loan and credit applications generally;
- (4) 18 U.S.C. § 1028 – Fraud and related activity in connection with identification documents;
- (5) 18 U.S.C. § 1341 – Fraud and swindles by mail (**Exhibit J**)

CLERK OF COURT
SPARTANBURG, S.C.
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M. DORSEY LACKLEY

- (6) 18 U.S.C. § 1342 – Fictitious name or address;
- (7) 18 U.S.C. § 1343 – Fraud by wire; and
- (8) 18 U.S.C. § 1344 – Bank Fraud.

(See *FBI Mortgage Fraud Notice*; See also Truth in Lending Act, title I of the Consumer Credit Protection Act, as amended, 15 U.S.C. § 1604 *et seq.*)

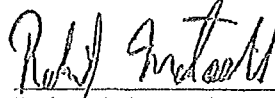
15. Since the signatures contained on the assignments filed in Defendant Mantooth’s foreclosure are fraudulent, they are in violation of federal law and do not operate to assign the original note and mortgage to DBNTC. Therefore, DBNTC lacks any authority to act on the note and mortgage, is not a true party in interest, and cannot prosecute the foreclosure against Defendant Mantooth.

WHEREFORE, Defendant Mantooth moves before this Court for an Order granting the following relief:

- (a) That the above-captioned case be dismissed with prejudice;
- (b) That any and all assignments of mortgage against the property located at 806 N. Gray Beaver Court, Moore, South Carolina 29369, from Mortgage Electronic Registration Systems, Inc. solely as nominee for Decision One Mortgage Company, LLC unto Deutsche Bank National Trust Company be removed from the public records;
- (b) That Defendant Mantooth be awarded all fees and costs associated with bringing this motion and defending this action;

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 M. HOPE DEACRE-ELY
 SPARTANBURG COUNTY

(c) For other relief as this Court may determine to be just and proper.



Robert Mantooth
104A Franklin Avenue, #176
Spartanburg, SC 29301
(864) 237-9458

February 29, 2016
Spartanburg, South Carolina

CLERK OF COURT
SPARTANBURG, SC 29301
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M. HOPE BLACKLEY

STATE OF SOUTH CAROLINA)
)
 COUNTY OF SPARTANBURG)
)
 Deutsche Bank National Trust Company,)
 as Trustee on Behalf of Morgan Stanley)
 ABS Capital I, Inc. Trust 2006-HE6,)
 Mortgage Pass-Through Certificates,)
 Series 2006-HE6,)
)
 Plaintiff,)
)
 -vs-)
)
 Robert Mantoath, Mortgage Electronic)
 Registration Systems, Inc., solely as)
 Nominee for Decision One Mortgage)
 Company, LLC, and Upper Beaver Creek)
 Homeowners Association, Inc.,)
)
 Defendant(s).

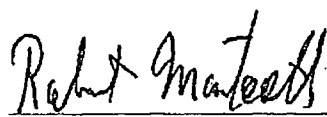
IN THE COURT OF COMMON PLEAS
 FOR THE SEVENTH JUDICIAL CIRCUIT
 C/A No.: 2010-CP-42-2514

CERTIFICATE OF SERVICE

I, Robert Mantoath, hereby certify that the *Notice of Motion and Motion to Dismiss – Lack of Standing and Fraudulent Assignment of Mortgage* was served on Plaintiff by:

[X] causing a copy of the same to be deposited into the United States Mail with sufficient postage attached thereto, addressed as follows:

Matthew E. Tillman
 Womble, Carlyle, Sandridge & Rice
 5 Exchange Street
 Charleston, SC 29401


 Robert Mantoath
 104A Franklin Avenue, #176
 Spartanburg, SC 29301
 (864) 237-9458

February 25, 2016
 Spartanburg, South Carolina

EXHIBIT 2

STATE OF SOUTH CAROLINA)
)
 COUNTY OF SPARTANBURG)
)
 Deutsche Bank National Trust Company,)
 as Trustee on Behalf of Morgan Stanley)
 ABS Capital I Inc. Trust 2007-HE6,)
 Mortgage Pass-Through Certificates,)
 Series 2007-HE6,)
)
 Plaintiff,)
 -vs-)
)
 Robert Mantooth, Mortgage Electronic)
 Registration Systems, Inc., solely as)
 Nominee for Decision One Mortgage)
 Company, LLC, and Upper Beaver Creek)
 Homeowners Association, Inc.,)
)
 Defendant(s).)
 _____)

IN THE COURT OF COMMON PLEAS
 FOR THE SEVENTH JUDICIAL CIRCUIT

C/A No.: 2010-CP-42-2514

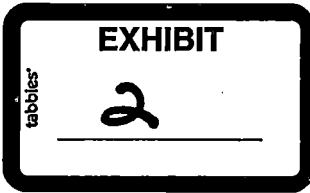
ORDER

- Denying Defendant Robert Mantooth's Motion To Dismiss**
- Denying Defendant Robert Mantooth's Motion to Strike**
- Granting Plaintiff's Motion to Quash Subpoenas**
- Granting Defendant Robert Mantooth's Motion to Compel**

This matter is before the Court on several motions: (1) Defendant Robert Mantooth's Motion to Dismiss pursuant to Rule 12(b)(6), SCRCPP; (2) Defendant Robert Mantooth's Motion to Disallow/Strike Corporate Assignment of Mortgage; and (3) Plaintiff's Motion to Quash Subpoenas to Third Parties. The Court hereby denies Defendant Mantooth's Motion to Dismiss and Motion to Strike and grants Plaintiff's Motion to Quash, for the following reasons:

1. Defendant Robert Mantooth's Motion to Dismiss is denied.

Defendant Robert Mantooth alleges that Plaintiff lacks standing to prosecute this lawsuit because certain assignments of mortgage upon which the Plaintiff relies are fraudulent or improperly recorded in the Spartanburg County RMC/ROD Office. Mr. Mantooth further asserts that the Plaintiff lacks standing because the original complaint was originally filed in the name of



a 2006 trust.¹ Finally, Mr. Mantooth argues that the Plaintiff has not produced the original note and mortgage upon which it seeks to foreclose, and therefore has no standing to bring this action.

Under Rule 12(b)(6), a defendant may move to dismiss a complaint due to its "failure to state facts sufficient to constitute a cause of action." In considering a motion to dismiss under Rule 12(b)(6), a court must base its ruling solely on the allegations set forth in the complaint. *Doe v. Marion*, 373 S.C. 390, 395, 645 S.E.2d 245, 247 (2007). "To have standing, a plaintiff must establish (1) prejudice from a particularized injury that is not merely a matter of general interest common to all members of the public; (2) a causal connection between the injury and the conduct complained of; and (3) a likelihood, as opposed to speculation, that the injury will be redressed by a favorable decision. *Sea Pines Ass'n for the Prot. of Wildlife, Inc. v. South Carolina Dep't of Natural Res. & Cmty. Servs. Assocs.*, 345 S.C. 594, 600-01, 550 S.E.2d 287, 291 (2001).

Mr. Mantooth's allegations concerning the assignments of mortgage are not contained in the Complaint and therefore may not be considered when ruling upon Mr. Mantooth's Motion to Dismiss. In the Complaint, the Plaintiff alleged that it is the present holder of the note and mortgage. *See* Complaint at ¶¶ 7, 11. Plaintiff also alleges that Mr. Mantooth is in default on the note, and that Plaintiff seeks the remedy of foreclosure in order to recover damages resulting from the default. *Id.* at ¶¶ 14, 15, (2). Therefore, the Plaintiff has alleged that it has been injured by Mr. Mantooth's default and that it will obtain a recovery in the event that the Court orders foreclosure of the subject property. As such, the Plaintiff has alleged facts sufficient to support its claim, and sufficient to demonstrate standing.

Further, the Court rejects Mr. Mantooth's assertion that the Plaintiff is precluded from bringing suit because it has not produced the original note and mortgage. South Carolina law

¹ This error was subsequently corrected by the Order Amending Caption filed on March 31, 2015.

clearly provides for enforcement of duplicate instruments. *See Bank of Am., N.A. v. Draper*, 405 S.C. 214, 223, 746 S.E.2d 478, 482 (Ct. App. 2013) (affirming grant of summary judgment to lender presenting a copy of the note). Therefore, Mr. Mantooth's motion to dismiss is denied.

2. Defendant Robert Mantooth's Motion to Strike is denied.

Mr. Mantooth requests that the Court strike two assignments of mortgage from the record and the Spartanburg County RMC/ROD Office. The first is an Assignment of Mortgage recorded in in the Spartanburg County RMC/ROD Office on July 15, 2011 in Book 4479, Page 893. The second is a Corrective Corporate Assignment of Mortgage recorded in the Spartanburg County RMC/ROD Office on March 6, 2015 in Book 4948, Page 344. The corrective assignment was recorded to correct earlier errors in the 2011 assignment.

Mr. Mantooth provides no basis upon which the Court may strike the assignments from the record. He argues that the assignments are fraudulent. However, his basis for asserting the argument appears to be speculation. In any event, the Plaintiff has properly alleged that it is the holder of the subject note and mortgage, and the corrective assignment appears to support this allegation. The Court has ruled that the Plaintiff may proceed with this claim. Further, Mr. Mantooth has failed to argue any basis upon which the Court should strike these assignments from the Spartanburg County RMC/ROD record. For these reasons, Mr. Mantooth's Motion to Strike is denied.

3. Plaintiff's Motion to Quash Subpoenas to Third Parties is granted.

At Mr. Mantooth's direction, the Spartanburg County Clerk of Court issued subpoenas to nine individuals for attendance at the March 24, 2016 hearing. It appears that only one of the individuals is a South Carolina resident. Mr. Mantooth did not serve the subpoenas directly to the

individuals. Rather, he transmitted the subpoenas by regular mail to Mortgage Electronic Registration Systems, Inc. at an address in Danville, Illinois.

The subpoenas violate Rule 45, SCRPC, in several respects. First, the subpoenas are extraterritorial, and were not served directly upon the individuals through means proscribed in the South Carolina Rules of Civil Procedure. Therefore, Mr. Mantooth did not serve the subpoenas in accordance with Rules 4(d) through (j), SCRPC, as required by Rule 45(b)(1), SCRPC. Further, it is unclear why the individuals were served with the subpoena to travel great distances and attend a hearing on Mr. Mantooth's motion to dismiss. Clearly, these individuals would be required to travel more than 50 miles from their residences or places of business to attend the hearing. Therefore, the subpoenas place an undue burden on these individuals and violate Rule 45(c)(3)(A)(ii) and (iv), SCRPC. For these reasons, the Court hereby quashes the subpoenas issued by the Spartanburg County Clerk of Court to Karen Malcomson, Teddie Travers, Kathy Gohran, Michelle Black, John Kelchner, Ebony Clayborn, Joann Mote, Parkash Mann and Tracey Snyder.

4. Defendant's Motion Requesting Production of the Original Note and Mortgage is granted.

CONCLUSION

For the reasons set forth above, the Court denies Mr. Mantooth's motion to dismiss and motion strike and grants Plaintiff's motion to quash. Defendant Mantooth's motion to compel is granted.

IT IS SO ORDERED.

J. Derham Cole
Judge, Seventh Judicial Circuit

Dated this _____ day of _____, 2016
Spartanburg, SC



Spartanburg Common Pleas

Case Caption: Deutsche Bank National Trust Company , plaintiff, et al VS Robert Mantooth , defendant, et al
Case Number: 2010CP4202514
Type: Order/Other

IT IS SO ORDERED !

s/ J. Derham Cole

EXHIBIT 3

STATE OF SOUTH CAROLINA)
)
 COUNTY OF SPARTANBURG)
)
 Deutsche Bank National Trust Company,)
 as Trustee on Behalf of Morgan Stanley)
 ABS Capital I, Inc. Trust 2006-HE6,)
 Mortgage Pass-Through Certificates,)
 Series 2006-HE6.)
)
 Plaintiff,)
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 -vs-)
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 Robert Mantooh, Mortgage Electronic)
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 Company, LLC, and Upper Beaver Creek)
 Homeowners Association, Inc.,)
)
 Defendant(s).)

IN THE COURT OF COMMON PLEAS
 FOR THE SEVENTH JUDICIAL CIRCUIT

C/A No.: 2010-CP-42-2514

DEFENDANT ROBERT MANTOOTH'S
 MOTION FOR RECONSIDERATION

FEB 7 7 11:12 AM '17

TO: JUDGE J. DERHAM COLE, PLAINTIFF, MATT TILLMAN OF WOMBLE, CARLYLE, SANDRIDGE & RICE

Defendant Robert Mantooh hereby moves the Court to pursuant to Rule 59 of the South Carolina Rules of Civil Procedure for Reconsideration of its Order dated January 25, 2017, filed with the Clerk on January 26, 2017, and received from Plaintiff on Friday, February 3, 2017, wherein Defendant Mantooh's Notice of Motion and Motion to Dismiss based on Lack of Standing and Fraudulent Assignment was denied.

BACKGROUND

The Foreclosure Complaint filed by the Korn Law Firm on May 11, 2010 (*Exhibit 1*) for their client, Deutsche Bank National Trust Company ("DBNTC"), as Trustee on behalf of Morgan Stanley ABS Capital I, Inc. Trust 2006-HE6, Mortgage Pass-Through Certificates, Series 2006-HE6 ("Plaintiff-Series 2006-HE6) fails to state a claim against Defendant for which relief could ever be granted.



SUPPORTING FACTS

1. On May 1, 2009, Robert Mantooth, through a Notary Acceptor in State of South Carolina, tendered \$93,000.00, satisfying the Adjustable Rate Note and Mortgage (MTG 2007-8622, Office of the Register of Deeds, Spartanburg, South Carolina) for the lender, Decision One Mortgage Company LLC, thru Countrywide Home Loans, at their principal place of business, located in Plano, Texas, of which details are included in the summation of the Notice of Default, Oath and Verification to Countrywide Home Loans. (*Exhibit 2*)

Full tender was received by Countrywide Home Loans on May 6, 2009, at 11:09 a.m. Pacific Daylight Time, satisfying Loan Number 2010070165565, MIN: 100077960000647801, pursuant to South Carolina § 36-3-104(e) and UCC § 3-104. (*Exhibit 3*)

Notice of tender was given to Bank of America on May 18, 2009, alleged servicer for Account #074607995, Countrywide Home Loans. (*Exhibit 4*)

On March 29, 2016, Defendant filed an Affidavit of Interest with the Clerk of Court for the Spartanburg County Court of Common Pleas. This affidavit was also served on the Plaintiff and is further proof that Defendant did tender satisfaction to Decision One Mortgage, LLC on May 8, 2009, and that he is the sole owner of the property located at 806 N. Gray Beaver Court, Moore, South Carolina, 29369, and that no debt exists for this property. This affidavit was witnessed, notarized, is undisputed and stands as truth. (*Exhibit 5*) An unrebutted affidavit stands as truth. *State v. Arnold*, 319 S.C. 256, 460 S.E.2d 403 (Ct. App. 1995).

HISTORY OF EVENTS

2. Since the time of Mr. Mantooth's tender of debt to Countrywide Home Loan on May 6, 2009, the Korn Law Firm as well as three other law firms has pursued a defective foreclosure suit, which was filed with the Spartanburg County Clerk's Office on May

11, 2010, and is known as *Deutsche Bank National Trust Company* ("DBNTC") as *Trustee on Behalf of Morgan Stanley ABS Capital I, Inc. Trust 2006-HE6 Mortgage Pass-Through Certificates, Series 2006-HE6 v. Robert Mantooth, et al*, case number 2010-CP-42-2514.

As any Note and accompanying Mortgage that had existed for Robert Mantooth had been tendered since May 2009, the only way the Korn Law Firm was able to purport standing to bring an action was when one of their own, attorney John B. Kelchner, executed a defective and invalid Assignment of Mortgage ("AOM") dated August 14, 2009 (*Exhibit 6*), stating in an attached Corporate Acknowledgment that he was an Assistant Secretary for the corporation Mortgage Electronic Registration Systems, Inc., and that he did, in fact, execute the AOM, which reads:

"... the undersigned, Mortgage Electronic Registrations Systems, Inc., solely as nominee for Decision One Mortgage Company, LLC, ("DOMC") does hereby transfer, assign, set over and convey to Deutsche Bank National Trust Company, as Trustee on Behalf of Morgan Stanley ABS Capital I, Inc. Trust 2006-HE6, Mortgage Pass-Through Certificates, Series 2006-HE6 ..."

This document was improperly notarized by Amanda Bryant, a Legal Assistant for Korn. Ms. Bryant notarized the document as Notary Public for the County of Richland, State of South Carolina, signing "A. Bryant" instead of Amanda Bryant. Ms. Bryant's Notary is registered with the South Carolina Secretary of State's Office as Amanda Bryant, not A. Bryant. (*Exhibit 7*)

According to South Carolina Secretary of State's Office, Notary Public Online Manual, (*Exhibit 8*), specifically page 6:

Requirements for Notarization

"The following are required elements of notarial acts under South Carolina law:

1. A notarial act must be attested by:
 - a. The notary's signature, exactly as shown on the notary's commission;
 - b. The legible appearance of the notary's name exactly as shown on the notary's commission. This can be the notary's typed or printed name near his or her signature or can be ascertained from somewhere in the notarial certificate or from the notary's seal, if legible; and"

In considering the defectiveness of this AOM, it is important to note the following:

- (a) Kelchner failed or omitted to advise the Court that he was an associate or employee of the Korn Law Firm and they were counsel for DBNTC; that he transferred property to his client, and then brought a foreclosure action in their name.
- (b) According to the Notarial Laws of South Carolina, Ms. Bryant's Notarization was not proper and, therefore, is defective and invalid.
- (c) John Kelchner is a South Carolina attorney who worked for the Korn Law Firm, not MERS. Matt Tillman, the current attorney for Plaintiff admitted same on the record for the Motion Hearings held in front of Judge J. Derham Cole on March 24, 2016 (*Exhibit 9- Court Transcript of Motions Hearings dated March 24, 2016, Page 8, Lines 20-24*) as well as in Plaintiff's Motion to Quash dated March 3, 2016, specifically page 2, Foot Note (1) – Tillman states "At least one of the Subpoenaed Individuals, John Kelchner, is a South Carolina attorney who works for the Hutchens Law Firm and not MERS." (*Exhibit 10-Plaintiff's Motion to Quash dated March 3, 2016*)

Upon Defendant Mantoath's information and belief, John Kelchner, while working for the Korn Law firm performed the same actions of Korn employees alleged in the below-referenced lawsuit, (specifically paragraphs a-b) as he did in this case.

In the case of *United States of America, et al vs. American Home Mortgage Servicing, Inc.*, Case No.: *10-cv-01465-JFA*, filed in United States District Court, District of South

Carolina, Rock Hill Division, Consolidated Third Amended Complaint, specifically at page 76, paragraphs 286-289 it is alleged:

(a) “employees of the Korn Law Firm signed as officers of MERS without disclosing that they were associates or support staff in the foreclosing law firms.” (pg. 76, paragraph 286)

(b) “the Korn Law firm also submitted to the courts forged mortgage assignments...” (pg. 76, paragraph 287)

(c) “In all these cases ... paid these law firms to prepare mortgage assignments that were signed by the law firm employees posing as corporate officers of the grantors.” (pg. 76, paragraph 288) (*Exhibit 11*)

The 2nd AOM was signed by Karen Malcomson. While conducting an investigation of Karen Malcomson, Defendant discovered that when Malcomson executed the second AOM dated June 11, 2011, (*Exhibit 12*) she was, in fact, *an employee of Bank of America, N.A., the loan servicer*. Malcomson alleged that she too was an assistant secretary for MERS. Malcomson did not properly verify all of the information represented in the AOM, and did not have the capacity to convey the property. Also, she worked for the servicer that would benefit from a foreclosure at the time. Additionally, the acknowledgement for this AOM is signed five (5) days after Ms. Malcomson’s signing, and according to the seals on the first and second pages, in two different states. The 2nd AOM dated June 11, 2011 is also defective and invalid.

Further proof that Ms. Malcomson works for Bank of America is found in public record(s), specifically the records of the United States District of Maryland Bankruptcy Court, *In re Christina P. Hughes, 12-14227-DEF*, wherein Malcomson is referenced in Judge David E.

Rice's Memorandum Opinion, specifically page 5 as "Another employee of Bank of America, N.A., Karen Malcomson..." (*Exhibit 13*)

Upon Defendant's information and belief, Ms. Malcomson still works for Bank of America at Bank of America, Document Processing, 1800 Tapo Canyon Road, Simi Valley, CA 93063. She has a direct dial telephone number with Bank of America, which is (480) 224-6561.

The 3rd AOM was signed by Ebony Clayborn. While investigating Ebony Clayborn, Defendant discovered that when Clayborn executed the "Corrective AOM dated October 24, 2014, which was recorded in March of 2015 (*Exhibit 14*), she was, in fact, *an employee of Bank of America, (the loan servicer) as was Malcomson*. Clayborn, as did Kelchner and Malcomson before her, alleged that she was an "assistant secretary for MERS" when conveying Defendant's property for the third time from MERS to DBNTC.

Upon Defendant's information and belief, Clayborn still works for Bank of America and can be reached at Bank of America, Document Processing, 1800 Tapo Canyon Road, Simi Valley, CA 93063.

The defectiveness of all the AOM(s) in this particular case not only nullifies the assignment of mortgage attached to the Complaint, but also the AOM recorded July 5, 2011 with the Spartanburg RMC office listed as MTG 2011-2485, Book 4479, Page 893, and the Corrective Corporate Assignment of Mortgage recorded in the RMC office on March 6, 2015, listed as MTG 2015-9128, Book 4948, Page 344.

Since the foreclosure action in this case is purported, and continuing to be prosecuted, based on these defective documents, the foreclosure action itself is also defective and invalid.

In the alternative, if the AOM attached to the initial complaint is treated to be accurate and purported standing to the court at the time of filing to bring this foreclosure action, MERS

ceased to be a Mortgagee on August 14, 2009, when attorney Kelchner executed the assignment.

This would mean MERS ceased being a "Mortgagee" in 2009, and could not transfer a Mortgage already transferred out of its name. Therefore, Plaintiff could not take what MERS failed to possess, and is not a "Mortgagee" regardless of the pieces of paper it claims to rely upon. *Therefore, any subsequent AOM's would have had to been from DBNTC. They are not. Therefore, they are defective and invalid.*

"Mortgagee" means the mortgagee identified in a mortgage of record or any holder or assignee of the mortgage. South Carolina Code Article 9 of Title 12 Section: 12-49-1110(9).

The "Noteless" Mortgage as described in the initial complaint may have been recorded in the records of the Spartanburg RMC Office, but under South Carolina law it could never meet the definition of a "Mortgage".

In South Carolina, the definition of a "mortgage" is found in Article 9 of Title 12 of the South Carolina Code § 12-49-1110(8) "Mortgage" means a mortgage, deed of trust, or other written instrument covering or affecting real property as security for the payment of money."

The Plaintiff chose to file the case as a foreclosure action to enforce a lien rather than an action on the Note. There is no factual allegation in the Complaint evidencing or even asserting that the copy of the mortgage in the name of Co-Defendant Mortgage Electronic Registration Systems, Inc. ("MERS") was "security for the payment of money."

Likewise, any pecuniary interest in the underlying debt, (i.e. Promissory Note), claimed by MERS would have had to have been sold and transferred under South Carolina's adoption of Article 9 of the Uniform Commercial Code in conjunction with the MERS 2009 Assignment of Mortgage executed by Kelchner.

COPIES - 7 FILED 12:43

Once again, Defendant tendered debt to the original lender pursuant to UCC § 3-104 on May 6, 2009.

3. Since the onset of this case, Defendant, not only in his Answer to Plaintiff's Complaint and Counter Complaint, but other documents as well, has advised the Court and each attorney of record for Plaintiff, that debt has been tendered since May 6, 2009, to the original lender, pursuant to UCC § 3-104.

Therefore, Defendant served several subpoenas throughout this case requesting the production of the Original Note, Mortgage and Deed of Trust with the original signature of Robert Mantooth for the property located at 806 N. Gray Beaver Court, Moore, South Carolina. At the Motion Hearings held before the Honorable J. Derham Cole, Defendant's Motion to Compel was granted, and Plaintiff was ordered to produce the Original Note and Mortgage (*Exhibit 15*). To date, Defendant has yet to receive same from Plaintiff and current counsel, Matt Tillman.

Presentation of these documents is monument in this case as Defendant has tendered debt and Plaintiff is claiming to be the holder of the original note.

It is important to note that Plaintiff's current counsel, Matt Tillman, ("Tillman") stated on the record during the Motion Hearings held on March 24, 2016 before the Honorable J. Derham Cole, *verbatim*: "An assignment isn't what gives you standing anyway. An assignment is merely record and notice of the holder of the mortgage. What gives you standing is whether you've been given the note and mortgage. . ." (*Exhibit 9 - Transcript of Motions Hearing held 03 24 2016, Page 8, Lines 9-12*)

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Plaintiff, in Responses to Defendant Robert Mantooth's First Request for Admissions, specifically paragraph 6, page 2 "Admit or deny that you are unable to prove that the note was endorsed before the lawsuit was filed for Case No.: 2010-CP-42-2514.", Plaintiff stated:

"Plaintiff is unable to admit or deny this request at this time. Plaintiff is investigating this issue and will supplement." (*Exhibit 16-Plaintiff's Responses to Defendant Robert Mantooth's First Request for Admissions, page 2*)

Tillman then goes on to say in the Motion Hearings of March 24, 2016 before Judge Cole, *verbatim*: "I don't think that having the original note and mortgage is a prerequisite to even recovering on the claim..." (*Exhibit 9- Transcript of Motions Hearing held 03 24 2016, Page 27, Lines 18-19*)

It appears that these statements made by Plaintiff's counsel are in complete opposition of the reasons set forth in the complaint for the initiating of this matter as Plaintiff's Complaint filed on May 11, 2010, specifically paragraph 7, which purports to the court, *verbatim* "by virtue of an assignment to be recorded Mortgage Electronic Registration Systems, Inc. solely as nominee for Decision One Mortgage Company, LLC assigned said mortgage unto Deutsche Bank National Trust Company, as Trustee on Behalf of Morgan Stanley ABS Capital I, Inc. Trust 2006-HE6, Mortgage Pass-Through Certificates, Series 2006-HE6, making Deutsche Bank National Trust Company ("DBNTC"), as Trustee on Behalf of Morgan Stanley ABS Capital I, Inc. Trust 2006-HE6, Mortgage Pass Through Certificates, Series 2006-HE6 the present lien holder and Plaintiff herein".

Plaintiff could not be the holder of the original Note and/or Mortgage, and could never be the "Mortgagee" as debt was tendered to the original lender pursuant to UCC § 3-104.

Additionally, and/or in the alternative, all the AOM's, which are the sole basis of Plaintiff's lien enforcement claim contained in the Complaint and filed thereafter are defective and invalid.

Rule 17(a) of the South Carolina Rules of Civil Procedure requires that every action be prosecuted "in the name of the real party in interest".... The South Carolina rule with respect to the real party in interest requirement is patterned after the comparable federal rule, which has been regarded as embodying the concept that an action shall be prosecuted "in the name of the party who, by the substantive law, has the right sought to be enforced." It is ownership of the right sought to be enforced which qualifies one as a real party in interest, rather than absolute ownership of specific property.

"Generally, a party must be a real party in interest to the litigation to have standing. Hill v. S.C. Dep't of Health & Envtl. Control, 389 S.C. 1, 22, 698 S.E.2d 612, 623 (2010) (internal quotation marks omitted). "A real party in interest for purposes of standing is a party with a real, material, or substantial interest in the outcome of the litigation." *Id.* (internal quotation marks omitted).

"Standing refers to a party's right to make a legal claim or seek judicial enforcement of a duty or right." Powell ex rel. Kelley v. Bank of Am., 379 S.C. 437, 444, 665 S.E.2d 237, 241 (Ct.App.2008) (alteration and internal quotation marks omitted). "Standing is ... that concept of justiciability that is concerned with whether a particular person may raise legal arguments or claims." *Id.* (alteration in original (internal quotation marks omitted)). "It concerns an individual's sufficient interest in the outcome of the litigation to warrant consideration of [the person's] position by a court." *Id.* (alteration 220*220 in original) (internal quotation marks omitted). "Standing is a fundamental requirement for instituting an action." Brock v. Bennett, 318 S.C. 513, 519, 443 S.E.2d 409, 412 (Ct.App.1994).

Nowhere in the Complaint is any factual allegation alleging that the Plaintiff has a claim, pecuniary interest, ownership, standing or capacity to enforce collection of the referenced Note.

Even in Plaintiff's own discovery documents to Defendant, specifically Select Portfolio Servicing, Inc.'s Contact History Report, Page 1 Of 28, *Entry 06/11/2015, 8:34 a.m.:
(Exhibit 17).

"Does Firm Already Have the Original Docs from Prior Servicer?: No"
"Have Original Docs Been Filed with the Courts Already?: No"
"Document Type:: :Both –Original Note/Mortgage"
"Comment: : Original Note and Mortgage needed for contested matter"
"What alternate Documents can be used: N/A"

For the reasons and facts set forth above, Defendant Mantooth asks the Court to reconsider the portion of its Order dated January 25, 2017, wherein Defendant's Motion for Dismissal was denied.

Respectfully submitted.

Robert Mantooth

Robert Mantooth
104A Franklin Avenue, #176
Moore, SC 29369
(864) 237-9458

February 6, 2017
Spartanburg, SC

FILED - 7 PM 12:42

EXHIBIT 4

FORM 4

STATE OF SOUTH CAROLINA
COUNTY OF SPARTANBURG
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE

CASE NO. 2010-CP-42-2514

Deutsche Bank National Trust Company, et al,

Robert Mantoath,

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: the Court	Attorney for : <input type="checkbox"/> Plaintiff <input type="checkbox"/> Defendant
	or <input type="checkbox"/> Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

- JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered. See Page 2 for additional information.
- ACTION DISMISSED (CHECK REASON):** Rule 12(b), SCRPC; Rule 41(a), SCRPC (Vol. Nonsuit); Rule 43(k), SCRPC (Settled); Other
- ACTION STRICKEN (CHECK REASON):** Rule 40(j), SCRPC; Bankruptcy; Binding arbitration, subject to right to restore to confirm, vacate or modify
- DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
 Affirmed; Reversed; Remanded; Other

IT IS ORDERED AND ADJUDGED: See attached order (*formal order to follow*) Statement of Judgment by the Court:

Defendant Robert Mantoath's Motion for Reconsideration is denied.

IT IS SO ORDERED.

J. Derham Cole	2053	02/09/17
Circuit Court Judge	Judge Code	Date

For Clerk of Court Office Use Only

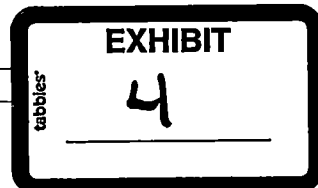
This judgment was entered on the _____ day of _____, 20____ and a copy mailed first class or placed in the appropriate attorney's box on this _____ day of _____, 20____ to attorneys of record or to parties (when appearing pro se) as follows:

Matt Tillman, Womble, Carlyle, Sandridge & Rice, Esq. Bar. No. 70338

5 Exchange Street,
Charleston, SC 29401

Robert Mantoath

104A Franklin Avenue, #176
Spartanburg, SC 29301





Spartanburg Common Pleas

Case Caption: Deutsche Bank National Trust Company , plaintiff, et al VS Robert Mantooth , defendant, et al
Case Number: 2010CP4202514
Type: Order/Form 4

IT IS SO ORDERED !

s/ J. Derham Cole

Electronically signed on 2017-02-09 11:27:39 page 3 of 3

EXHIBIT 5

82491

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM SPARTANBURG COUNTY
Court of Common Pleas

J. Derham Cole, Circuit Court Judge

Case No. 2010-CP-42-2514

RECEIVED

FEB 14 2017

SC Court of Appeals

Deutsche Bank National Trust Company as
Trustee, in Trust for the Registered Holders
of Morgan Stanley ABS Capital I, Inc. Trust
2007-HE6, Mortgage Pass-Through Certificates,
Series 2007-HE6,

Respondent,

v.

Robert Mantooth, Mortgage Electronic Registration
Systems, Inc., solely as Nominee for Decision One
Mortgage, LLC, and Upper Beaver Creek
Homeowners Association,

Defendants,

Of whom Robert Mantooth is the Appellant.

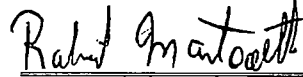
NOTICE OF APPEAL

Appellant, Robert Mantooth appeals the portion of the order of the Honorable J. Derham Cole dated January 25, 2017, filed January 26, 2017, in Spartanburg County Case No: 2010-CP-42-2514. Appellant received written notice of this order on February 3, 2017, and filed a Motion to Reconsider on February 7, 2017, which was denied on February 9, 2017. Appellant appeals the portion of the order which denies his Motion to Dismiss.

1/2-NOTICE OF APPEAL



February 11, 2017



Robert Mantooth
104A Franklin Avenue, #176
Spartanburg, SC 29301
(864) 237-9458
Appellant

Other Counsel of Record:
Matt Tillman
Womble, Carlyle, Sandridge & Rice
5 Exchange Street
Charleston, SC 29401
(843) 722-3400

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM SPARTANBURG COUNTY
Court of Common Pleas

J. Derham Cole, Circuit Court Judge

Case No. 2010-CP-42-2514

Deutsche Bank National Trust Company as
Trustee, in Trust for the Registered Holders
of Morgan Stanley ABS Capital I, Inc. Trust
2007-HE6, Mortgage Pass-Through Certificates,
Series 2007-HE6,

Respondent,

v.

Robert Mantooth, Mortgage Electronic Registration
Systems, Inc., solely as Nominee for Decision One
Mortgage, LLC, and Upper Beaver Creek
Homeowners Association,

Defendants,

Of whom Robert Mantooth is the Appellant.

PROOF OF SERVICE

I certify that I have served the Notice of Appeal on Deutsche Bank National Trust Company by depositing a copy of same in the United States Mail, postage prepaid, on February 11, 2017 addressed to their attorney(s) of record, Matt Tillman, Womble, Carlyle, Sandridge & Rice, 5 Exchange Street, Charleston, SC 29401.

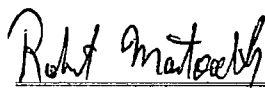
1/2-PROOF OF SERVICE

RECEIVED

FEB 14 2017

SC Court of Appeals

February 11, 2017



Robert Mantoath
104A Franklin Avenue, #176
Spartanburg, SC 29301
Appellant

LETTER TO THE APPELLATE COURT CLERK
FILING THE NOTICE OF APPEAL

February 11, 2017

The Honorable Tanya A. Gee
Clerk, SC Court of Appeals
PO Box 11629
Columbia, SC 29211

RECEIVED

FEB 14 2017

SC Court of Appeals

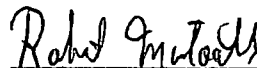
RE: Deutsche Bank National Trust Company, et al, Respondent, v. Robert Mantooh, Appellant, Case No. 2010-CP-42-2514

Dear Ms. Gee:

Enclosed for filing is a notice of appeal and one copy in the above case.
Also enclosed are the following:

- (1) Proof of service of the notice of appeal on the respondent[s].
- (2) A copy of the order which is to be challenged on appeal.
- (3) A filing fee of \$100.
- (4) A self-addressed, stamped envelope.

Sincerely,



Robert Mantooh
104A Franklin Avenue, #176
Spartanburg, SC 29301
(864) 237-9458
Appellant

cc: Matt Tillman
Womble, Carlyle, Sandridge & Rice
5 Exchange Street
Charleston, SC 29401



5 Exchange Street
Charleston, SC 29401

Mailing Address:
Post Office Box 999
Charleston, SC 29402
Telephone: (843) 722-3400
Fax: (843) 723-7398
www.wcsr.com

MATTHEW E. TILLMAN
ATTORNEY AT LAW
E-MAIL: mtillman@wcsr.com
DIRECT DIAL: 843-720-4629

February 23, 2017

The Honorable Jenny Abbott Kitchings
Clerk, South Carolina Court of Appeals
1015 Sumter Street
Columbia, South Carolina 29201

RECEIVED

FEB 24 2017

SC Court of Appeals

RE: Deutsche Bank National Trust Company, as Trustee, in Trust for the Registered Holders of Morgan Stanley ABS Capital I Trust 2007-HE6, Mortgage Pass-Through Certificates, Series 2007-HE6 v. Robert Mantooth, Mortgage Electronic Systems, Inc. solely as Nominee for Decision One Mortgage Company, LLC and Upper Beaver Creek Homeowners Association, Inc.
Appellate Case No.: 2017-000262
Our File No.: 67420.0035.2

Dear Ms. Kitchings:

Enclosed for filing please find the original and one copy of *Respondent's Motion to Dismiss Appeal* in the above action. Please return the filed, time stamped copy to me in the enclosed pre-addressed, stamped envelope.

By copy of this letter with enclosure, we are serving same on Appellant Robert Mantooth.

This firm's check in the amount of \$25.00 is enclosed to cover the filing fee.

Very truly yours,

WOMBLE CARLYLE SANDRIDGE & RICE,
LLP

Matthew E. Tillman

MET/cbc

Enclosures: as stated

cc w/encl: Robert Mantooth
104A Franklin Street, #176
Spartanburg, SC 29301

After Five Days Return To
WOMBLE CARLYLE SANDRIDGE & RICE
A LIMITED LIABILITY PARTNERSHIP

Post Office Box 999
Charleston, SC 29402

NEOPOST PRIORITY MAIL
02/23/2017
US POSTAGE \$007.20⁰



ZIP 29401
041L11255593

FIRST CLASS MAIL

67420.0035.2

The Honorable Jenny Abbott Kitchings
Clerk, South Carolina Court of Appeals
1015 Sumter Street
Columbia, South Carolina 29201



RECEIVED
FEB 24 2017
SC Court of Appeals