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SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas No. 2011-CP-10-812
The Honorable Mikell R. Scarborough, Master-in-Equity

Appellate Case No. 2013-002694

NATIONSTAR
MORTGAGE, LLC

Respondent,

v.

Rhonda Lewis Meisner

Appellant.

RECORD ON APPEAL

Rhonda Meisner, Appellant
Post Office Box 689
Blythewood, South Carolina 29016
(803) 960-3696
pegasus333@icloud.com

Attorneys for the Respondents:
Magalie Arcure
Finkel Law Firm
P.O Box 41489
Charleston, South Carolina
(843)577-5460

Robert A. Muckenfuss
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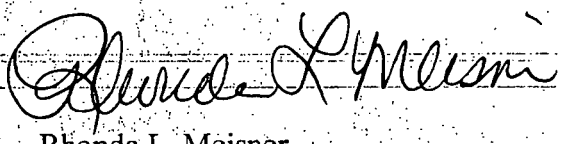
Certificate of Appellant

The undersigned hereby certifies that the Record on Appeal contains all material proposed to be included by any of the parties and not any other material. The exceptions are as follows: Defendant Meisner proposed the closing instructions sent by Lehman Bros. Bank FSB and the Administrative Order be included; however, upon review they were not included in the record of the lower court and were excluded.

March 24, 2015



Rhonda L. Meisner,
Appellant
Post Office Box 689
Blythewood, South Carolina
29016
(803) 960-3696
pegasus333@icloud.com

NOTICE OF APPEAL IN A CIVIL CASE
THE STATE OF SOUTH CAROLINA
In The Court of Appeals

RECEIVED
DEC 12 2013
SC Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

The Honorable Mikell R. Scarborough, Magistrate-in- Equity,Court Judge

C.A. No. 2011-CP-10-812

Nationstar Mortgage, LLC

Respondent,

v.

Rhonda Meisner Appellant.

FILED
2013 DEC 16 PM 4:21
JULIE J. ARMSTRONG
CLERK OF COURT
BY

NOTICE OF APPEAL

Appellant Rhonda Lewis Meisner appeals the order of the Honorable Mikell R. Scarborough on Defendants Motion to Alter and Amend the judgment dated November 7, 2013. Appellant received written notice of entry of this order on November 16, 2013.

December 12, 2013

Rhonda Lewis Meisner
Post Office Box 689
Blythewood, South Carolina 29016
(803) 960-3696
pegasus@nuvox.net

Other Counsel of Record:
Magalie A. Arcure
Finkel Law Firm, LLC
Post Office Box 41489
Charleston, South Carolina 29423
(843)577-5470

RI

58020.F35672

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

Nationstar Mortgage, LLC,

PLAINTIFF,

vs.

Rhonda Lewis Meisner,

DEFENDANT(S).

IN THE COURT OF COMMON PLEAS
C/A NO: **11-CP-10-0812**

MASTER'S ORDER OF SALE AND DISBURSEMENT

FILED
2013 DEC -6 A 10:27
JULIE J. ARMSTRONG
CLERK OF COURT
BY

UNDER AUTHORITY of a Decree dated September 17, 2013, I offered for sale, to the highest bidder for cash, at public auction, on November 19, 2013, the premises subject to this suit, and I received a high bid of $923,624.26 from Nationstar Mortgage, LLC; and I executed and delivered a Master's deed, and have disbursed the funds as follows:

CONSIDERATION	$923,624.26
DEPOSIT (ORDER OF REFERENCE)	$125.00
RECEIVED BY MASTER	$3,144.53
TOTAL RECEIVED BY MASTER	$3,269.53
DISBURSEMENTS	
MASTER'S FEES	$100.00
NEWSPAPER ADVERTISEMENT	$644.53
COUNTY COMMISSION	$2,500.00
MASTER'S DEED	$25.00
TOTAL OF MASTER'S COSTS	$3,269.53

All of the funds having been disbursed, I hereby ORDER the file closed and the case ended.

MIKELL R. SCARBOROUGH
MASTER IN EQUITY

6 day of 12 2013
Charleston, South Carolina

R2

FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2011 CP-10-812

Nationstar

PLAINTIFF(S)

Miesner

DEFENDANT(S)

Submitted by:	Attorney for : ☐ Plaintiff ☐ Defendant or ☐ 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), SCRCP; ☐ Rule 41(a), SCRCP (Vol. Nonsuit); ☐ Rule 43(k), SCRCP (Settled); ☐ Other

☐ **ACTION STRICKEN** (*CHECK REASON*): ☐ Rule 40(j), SCRCP; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other

☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT** (*CHECK APPLICABLE BOX*): ☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

FILED
13 NOV 13 AM 11:05
CLERK OF COURT
CHARLESTON COUNTY

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

ORDER INFORMATION

This order ☐ ends ☐ does not end the case.

Additional Information for the Clerk: Defendant's motion to reconsider is respectfully denied. This matter is hereby dismissed.

INFORMATION FOR THE JUDGMENT INDEX

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
		$
		$
		$

If applicable, describe the property, including tax map information and address, referenced in the order:

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. Note: Title abstractors and researchers should refer to the official court order for judgment details.

Circuit Court Judge

3062
Judge Code

11/7/13
Date

3

STATE OF SOUTH CAROLINA COUNTY OF CHARLESTON IN THE COURT OF COMMON PLEAS Nationstar Mortgage, LLC PLAINTIFF	FORM 4 JUDGMENT IN A CIVIL CASE C/A NO: 2011-CP-10-812 Rhonda Lewis Meisner DEFENDANT(S)
Submitted by: **FINKEL LAW FIRM LLC** Thomas A. Shook/Susan S. White/Andrew M. Wilson/Elizabeth S. Moore/Teresa Van Vlake	Attorney for: ☑ Plaintiff; ☐ Defendant; or ☐ 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.

☐ **ACTION DISMISSED.** (CHECK REASON) ☐ Rule 12(b), SCRCP; ☐ Rule 41(a), SCRCP (Vol. Nonsuit); ☐ Rule 43 (k), SCRCP (Settled); ☐ Other _____

☐ **ACTION STRICKEN.** (CHECK REASON) ☐ Rule 40(j), SCRCP; ☐ Bankruptcy; ☐ Binding Arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other _____

☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT** (Check applicable box): ☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other _____
NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

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

FILED
2013 SEP 25 AM 8:47
JULIE J. ARMSTRONG
CLERK OF COURT
BY

ORDER INFORMATION

This order ☑ ends ☐ does not end the case.
Additional Information for the Clerk:_____

INFORMATION FOR THE PUBLIC INDEX

Complete this section below when the judgment affects title to real or personal property or in any amount should be enrolled. If there is no judgment information, indicate 'N/A' in one of the boxes below.

Judgment in Favor of (List Name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To Be Enrolled (List amount(s) below)
		N/A

If applicable, describe the property, including tax map information and address referenced in the order:

All that certain lot, piece or parcel of land, with the buildings and improvements thereon, if any, situate, lying and being on the Isle of Palms, County of Charleston, State of South Carolina, known and designated as Lot 16, Wildwood Subdivison, as shown on a Plat made by E.M. Seabrook, Inc., dated March 1, 1980, and entitled, "City of Isle of Palms, Charleston County, SC, Plat of Lots 1-39, Wildwood Subdivision," which Plat is duly recorded in the Office of the RMC for Charleston County, South Carolina, in Plat Book AP at Page 73. Said lot having such size shape, dimensions, buttings and boundings as will be reference to said plat more fully and at large appear. Subject to all easements, restrictions, and rights of way of record. All that certain lot, piece or parcel of land, with the buildings and improvements thereon, if any, situate, lying and being on the Isle of Palms, County of Charleston, State of South Carolina, known and designated as Lot 16, Wildwood Subdivison, as shown on a Plat made by E.M. Seabrook, Inc., dated March 1, 1980, and entitled, "City of Isle of Palms, Charleston County, SC, Plat of Lots 1-39, Wildwood Subdivision," which Plat is duly recorded in the Office of the RMC for Charleston County, South Carolina, in Plat Book AP at Page 73. Said lot having such size shape, dimensions, buttings and boundings as will be reference to said plat more fully and at large appear. Subject to all easements, restrictions, and rights of way of record.

TMS#: 571-12-00-149
Property Address: 31 Sand Dollar Dr., Isle of Palms, SC

4

ORIGINAL

STATE OF SOUTH CAROLINA COUNTY OF CHARLESTON Nationstar Mortgage, LLC, PLAINTIFF, vs. Rhonda Lewis Meisner, DEFENDANT(S).	IN THE COURT OF COMMON PLEAS C/A NO: 2011-CP-10-812 **ORDER AND JUDGMENT OF FORECLOSURE AND SALE** **(DEFICIENCY WAIVED)**

FILED
2013 SEP 25 AM 8:47
JULIE J. ARMSTRONG
CLERK OF COURT
BY

TO: Magalie A. Arcure
FINKEL LAW FIRM LLC
Attorneys for the Plaintiff

ANSWERING DEFENDANTS:

William H. Sloan
Attorney for Defendant
Rhonda Lewis Meisner

THIS MATTER having been opened to the Court upon the filing of the Motion for Summary Judgment by Nationstar Mortgage, LLC ("Plaintiff") for the foreclosure of a residential mortgage on property owned by Rhonda Lewis Meisner ("Defendant"); the Court having considered the facts and law cited in the Motion, Plaintiff's Memorandum in Support of Summary Judgment together with the supporting exhibits annexed thereto; the Court having conducted a hearing on the Motion on September 16, 2013; the Court having considered the oral argument of counsel; there being no material facts in dispute and good and sufficient cause having been shown.

Pursuant to Rule 53 SCRCP, the above-entitled matter was referred. Any appeal from any order or judgment issued by the master shall be to the Supreme Court of the Court of Appeals as provided by the South Carolina Appellate Court Rules.

Pursuant to the said Order of Reference, a hearing was held and was attended by counsel. The testimony was taken, which is reported herewith. From the testimony and evidence, I find, concluded and order as follows.

FINDINGS OF FACT AND CONCLUSIONS OF LAW:

1. The Lis Pendens was filed on February 3, 2011.
2. The Summons and Complaint were filed on February 3, 2011.

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3. Service was made upon the Defendants named in this Report as is shown by the proofs of service filed herein.

4. The defendant herein and/or all attorneys of record were notified of the time, date and place of the hearing in this matter.

5. According to the Affidavit filed herein, the Defendant Rhonda Lewis Meisner is not in the Military Service of the United States of America, as contemplated under the Servicemembers Civil Relief Act (2003), and any amendments thereto.

6. William H. Sloan, attorney for Defendant Rhonda Lewis Meisner served an Answer and Counterclaim on the Plaintiff, which is on file herein. Defendant's Answer challenges Plaintiff's standing to enforce the subject note and mortgage, seeks the joinder of the original lender and/or MERS as parties, and asserts a claim for declaratory judgment as to the rights of Plaintiff and Defendant with regard to the subject property and to quiet title. Defendant also claims she is entitled to setoff for government funds allegedly accepted by Plaintiff.

7. Counsel for Plaintiff presented the original note and mortgage at the hearing. Based on the holding in the South Carolina Court of Appeals decision Bank of America, N.A. v. Draper, et al., (Appellate Case No. 2012-208806; Opinion No. 5140), I find and conclude that as servicer for the subject loan and holder of the original note, Plaintiff has standing in this matter. Based on the foregoing, MERS and the original lender are not necessary parties hereto and Defendant's request to join said parties is denied.

8. Furthermore, Defendant has not offered any evidence to suggest that the debt secured by the note and mortgage, or any portion thereof, has been discharged by Plaintiff's acceptance of TARP or other government funds. Conversely, Plaintiff has offered an Affidavit of Debt and Affidavit in Support of Summary Judgment which plainly sets forth the principal amount due as well as interest, additional fees and costs, which remain due and owing. Therefore, I find that Defendant's claim for setoff is without merit and accordingly is dismissed.

9. In light of the foregoing, this Order renders Defendant's request for declaratory judgment as to the rights of Plaintiff and Defendant with regard to the subject property moot; furthermore, there is no cloud upon the title to the subject property which would provide a basis for Defendant's cause of action to quiet title. Therefore, Defendant's allegation that a justiciable case or controversy to quiet title exists between the parties is without merit and accordingly dismissed.

10. Pursuant to the Administrative Order of 2009-05-22-01, the loan that is subject to this action is held by a participant in the Home Affordable Modification Program (HMP), however the HMP solicitation has been completed without resulting in modification and other loss mitigation efforts have been exhausted.

6

11. Based upon the Certification of Compliance with Administrative Order 2011-05-02-01 filed herein, I find the requirements of Administrative Order 2009-05-22-01 and Administrative Order 2011-05-02-01 have been satisfied.

12. For value received, Rhonda Lewis Meisner made, executed and delivered a Note dated October 10, 2007, promising thereby to pay to the order of Lehman Brothers Bank, FSB, a Federal Savings Bank, the sum of $680,000.00, with interest at an adjustable rate pursuant to terms of the Note.

13. To better secure the payment of the Note described above, the said Rhonda Lewis Meisner made, executed and delivered to Lehman Brothers Bank, FSB, a Federal Savings Bank, its successors and assigns, a mortgage covering real property in Charleston County, which is the same as that described in the Complaint. The mortgage was filed on October 10, 2007, and is of record in the Office of the Register of Deeds for Charleston County in Book 644 at Page 001 on November 19, 2007.

14. This Mortgage constitutes a first mortgage lien on the subject property.

15. By Assignment of Mortgage dated February 10, 2011, and recorded March 22, 2011, in Book 0178 at Page 045, in the Office of Register of Deeds for Charleston County, Mortgage Electronic Registration Systems, Inc., assigned the subject mortgage to Aurora Loan Services, LLC.

16. Thereafter, by Assignment of Mortgage dated June 28, 2012, and recorded March 5, 2013, in Book 0314 at Page 531, in the Office of Register of Deeds for Charleston County, Aurora Loan Service, LLC, assigned the subject mortgage to Nationstar Mortage, LLC.

17. The titleholder of record in and to the subject property as of the filing of the Lis Pendens in this action is Rhonda Lewis Meisner.

18. Payment due on the Note has not been made as provided for therein, and Plaintiff, as the holder thereof, has elected to require immediate payment of the entire amount due thereon and has placed the Note and Mortgage in the hands of an attorney for collection.

19. Counsel for Plaintiff filed an affidavit as to attorney's fees and costs in this case, which was not contested, and, therefore, I find as fact herein. Having considered the nature, extent and difficulty of the services rendered, the time involved in reviewing the various documents, performing the title search, preparing the pleadings, attending hearings and argument, the professional standing of counsel, the fee customarily charged for similar services, and the beneficial results obtained for Plaintiff, I find that the sum of $2,300.00 is a reasonable fee to allow under the terms of the Note and Mortgage as attorney's fees for Plaintiff's attorney for services performed and anticipated to be performed until final adjudication of the action.

20. The amount due and owing on the Note, with interest at the rate provided in the Note, and other costs and expenses of collection, including an attorney's fee, secured by Note and Mortgage, is as follows:

7

Principal due as of September 16, 2013	$680,000.00
Interest from June 1, 2010	
Through September 16, 2013	
At 7.500 %	142,574.91
Escrow adjustments (debits and credits)	71,697.11
Corporate Advance Balance	6,726.91
Late Charge	0.00
Costs of collection prior to hearing	1.12
Attorney Fees	2300.00
TOTAL DEBT secured by Note and Mortgage, including interest to date shown	$903,300.05

Interest for the period from June 1, 2010 as shown above at the stated rate of 7.500% shall be added to the Principal Balance shown above through the date this Judgment is filed. After the date of judgment, interest at the rate of 7.500% on the total judgment debt should be added to such judgment debt to comprise the amount of Plaintiff's debt secured by the Mortgage.

21. Plaintiff does not demand a deficiency judgment against the Defendant Rhonda Lewis Meisner, in the event the sale of the real property estate herein does not yield a sum sufficient to satisfy all indebtedness due unto Plaintiff, including costs and attorneys' fees.

IT IS THEREFORE ORDERED:

1. Plaintiff's Motion for Summary Judgment against Rhonda Lewis Meisner is granted.

2. Judgment is hereby entered in favor of Plaintiff against the Defendant on all causes of action asserted by the Defendant in her Answer and Counterclaim.

3. There is due to Plaintiff on the obligation and Mortgage set forth in the Complaint the sum of $903,300.05, representing the "Total Debt" due Plaintiff as set forth in the Findings of Fact, *supra,* together with interest at the rate provided therein from the date aforesaid to the date hereof.

4. The amount due in the preceding paragraph (the "Total Debt" as set forth in the Findings of Fact, *supra,* and later accrued interest) shall constitute the total judgment debt due the Plaintiff and shall bear interest hereafter at the rate of 7.500%.

5. The Defendant liable for the aforesaid Mortgage debt shall, on or before the date of sale of the property hereinafter described, pay to Plaintiff, or Plaintiff's attorney, the amount of Plaintiff's debt as aforesaid, together with the costs and disbursements of this action. If such debt is paid in full, then the foreclosure sale shall be cancelled.

6. On default of payment at or before the time herein indicated, the mortgaged premises described in the Complaint, as hereinafter set forth, shall be sold by the Master in Equity, or his agent under the direction of the Master in Equity, at public auction, at the Charleston County Equity Court, Charleston,

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South Carolina, on some convenient sales day hereafter (and should the regular day of judicial sales fall on a legal holiday, then and in such event, the sales day shall be on Tuesday next succeeding such holiday), on the following terms, that is to say:

a. **FOR CASH**: The Master in Equity will require a deposit of 5% on the amount of the bid (in cash or equivalent), same to be applied on the purchase price only upon compliance with the bid, but in case of non-compliance within 30 days, the deposit may be forfeited without further hearing and applied to the costs and Plaintiff's debt.

b. Interest on the balance of the bid shall be paid to the day of compliance at the rate of 7.500%.

c. The sale shall be subject to taxes and assessments, existing easements and easements and restrictions of record.

d. This Mortgage constitutes a first priority lien on the subject property and is a Purchase Money Mortgage.

e. Purchaser to pay for deed preparation and costs of recording the Deed, and transfer taxes.

7. If Plaintiff be the successful bidder at the said sale, for a sum not exceeding the amount of costs, disbursements and expenses and the indebtedness of Plaintiff in full, Plaintiff may pay to the Master in Equity only the amount of the costs, disbursements and expenses crediting the balance of the bid on Plaintiff's indebtedness.

8. The Master in Equity will, by advertisement according to law, give notice of the time, date, place of sale, and the terms thereof, which Notice of Sale is incorporated herein by reference; and will execute to the Purchaser, or Purchasers, a deed to the premises sold. Plaintiff, or any other party to this action, may become a purchaser at such sale, and that if, upon such sale being made, the Purchaser, or Purchasers, should fail to comply with the terms thereof within 30 days after date of sale, then the Master in Equity may advertise the said premises for sale on the next, or some other subsequent sales day, at the risk of the highest bidder, and so from time to time thereafter until a full compliance shall be secured.

9. Should Plaintiff, Plaintiff's attorney, or Plaintiff's agent fail to appear on the day of sale, the property shall not be sold, and in that event any such sale shall be null and void and of no force and effect. The property shall be re-advertised and sold at some convenient sales day thereafter when Plaintiff, Plaintiff's attorney, or Plaintiff's agent is present.

10. That the Master in Equity will apply the proceeds of the sale as follows:

FIRST: To payment of the amount of the costs and expenses of this action, including any Guardian Ad Litem fee or fees of attorneys appointed under Order of Court.

NEXT: To the payment of Plaintiff, or Plaintiff's attorney, of the amount of Plaintiff's debt and interest, so much thereof as the purchase money will pay on the same.

NEXT: Any surplus funds will be held pending further order of the Court.

9

11. **IT IS FURTHER ORDERED** that in the event the successful bidder is other than the Defendant(s) in possession herein, upon full compliance with the bid, the Sheriff of Charleston County is ordered and directed to eject and remove from the premises the occupants of the property sold, together with all personal property located thereon, and put the successful bidder or his assigns in full, quiet and peaceable possession of said premises without delay, and to keep said successful bidder or his assigns in such peaceable possession.

12. **IT IS FURTHER ORDERED** that, in the event the successful bidder is other than the Defendant(s) in possession herein and the occupant(s) have voluntarily vacated the premises or have been ejected from the premises leaving furnishings, fixtures and items not subject to Plaintiff's Mortgage in said premises, upon full compliance with the bid, Purchaser is authorized to remove therefrom all furnishings, fixtures and items not subject to the lien of Plaintiff's mortgage, which personal property, being deemed abandoned, shall be removed by Purchaser or its agents from the subject property by placing said personal property on the public street or highway or by any other means.

13. **IT IS FURTHER ORDERED** that, in addition to all parties deemed by law to have received constructive notice of the action herein, the Defendant(s) named herein and all persons whomsoever claiming under said defendant(s), be forever barred and foreclosed of all right, title, interest and equity of redemption in the said mortgaged premises so sold, or any part thereof.

14. **IT IS FURTHER ORDERED** that the Deed of conveyances made pursuant to said sale shall contain the names of only the first named Plaintiff and the first named Defendant and the Defendant(s) who was/were the titleholder(s) of the mortgaged property at the time of filing of the notice of pendency of the within action, and the name of the grantee, and the Clerk of Court is authorized to omit from the indices pertaining to such conveyance the names of all parties not contained in said Deed.

15. **IT IS FURTHER ORDERED** that the Master in Equity will retain jurisdiction to do all necessary acts incident to this foreclosure including, but not limited to, issuing a Writ of Assistance and hearing any issues involving appraisal proceedings under Section 29-3-680 *et seq.*, South Carolina Code of Laws (1976), as amended.

16. Plaintiff does not warrant its title search to purchasers at foreclosure sale or other third parties, who should have their own title search performed on the subject property.

17. The Master in Equity shall direct the Clerk of Court to release of record the Mortgage lien being foreclosed, all subordinate liens and all prior liens ordered satisfied herein, after the Order Confirming Sale and Disbursements has been executed and filed. Plaintiff's Mortgage lien is described as follows:

> That certain Mortgage given by Rhonda Lewis Meisner to Lehman Brothers Bank, FSB, a Federal Savings Bank in the amount of $680,000.00, dated October 10, 2007 and recorded in the Office of the

10

Register of Deeds for Charleston County in Book 644 at Page 001 on November 19, 2007.

18. The following is a description of the premises herein ordered to be sold:

All that certain lot, piece or parcel of land, with the buildings and improvements thereon, if any, situate, lying and being on the Isle of Palms, County of Charleston, State of South Carolina, known and designated as Lot 16, Wildwood Subdivison, as shown on a Plat made by E.M. Seabrook, Inc., dated March 1, 1980, and entitled, "City of Isle of Palms, Charleston County, SC, Plat of Lots 1-39, Wildwood Subdivision," which Plat is duly recorded in the Office of the RMC for Charleston County, South Carolina, in Plat Book AP at Page 73. Said lot having such size shape, dimensions, buttings and boundings as will be reference to said plat more fully and at large appear. Subject to all easements, restrictions, and rights of way of record.

TMS#: 571-12-00-149
Property Address: 31 Sand Dollar Dr. Isle of Palms, SC

Honorable Mikell R. Scarborough
Master in Equity for Charleston County

Charleston, South Carolina

9/17, 2013

11

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

Nationstar Mortgage, LLC,
PLAINTIFF,

vs.

Rhonda Lewis Meisner,
DEFENDANT(S).

IN THE COURT OF COMMON PLEAS
C/A NO: 2011-CP-10-812

RECORD OF HEARING

Pursuant to the Order of Reference filed in the above cause of action, a hearing was held September 16, 2013 before Mikell R. Scarborough, as Master in Equity for Charleston County. Counsel of record is as follows:

ATTORNEYS FOR PLAINTIFF: Magalie A. Arcure of FINKEL LAW FIRM LLC.

ATTORNEYS FOR DEFENDANTS: William H. Sloan, attorney for Rhonda Lewis Meisner.

The mortgagor was in default on the terms of the note and mortgage as of July 1, 2010.

The Lis Pendens and Summons and Complaint were filed on February 3, 2011.

Affidavits or Acceptances of Service are filed and show that service of the Summons and Complaint was properly affected upon all defendants herein.

There is an Affidavit of Non-Military Service indicating that the individual Defendant is not in the military service of the United States of America.

Plaintiff's attorney offered into evidence the following documents:

1. Notice of hearing and certificate of service
2. Promissory Note
3. Mortgage
4. Assignment
5. Memorandum of Law in Support of Summary Judgment
6. Affidavit in Support of Motion for Summary Judgment
7. Affidavit of Verified Statement of Account
8. Attorney's Fees/Costs Affidavit

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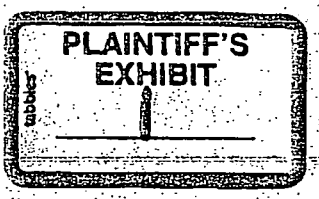
2013 SEP 25 AM 8:47
JULIE J. ARMSTRONG
CLERK OF COURT
BY

By the authorization to testify and verification of account, Plaintiff established the total debt amount due as $903,300.05. Plaintiff is not seeking a deficiency judgment.

Plaintiff moved for foreclosure of the subject mortgage, with equity of redemption barred, and for a sale of the subject property. The relief was granted, and the hearing was concluded.

Charleston, SC

Honorable Mikell R. Scarborough
Master in Equity, Charleston County



STATE OF SOUTH CAROLINA	IN THE COURT OF COMMON PLEAS
COUNTY OF CHARLESTON	CASE NO.: 2011-CP-10-812
Nationstar Mortgage, LLC,	
PLAINTIFF,	NOTICE OF HEARING
vs.	
Rhonda Lewis Meisner,	
DEFENDANT.	

JULIE J. ARMSTRONG
CLERK OF COURT
BY

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2013 AUG 23 PM 12:17

TO THE DEFENDANT ABOVE NAMED:

PLEASE TAKE NOTICE THAT a hearing on Plaintiff's Motion for Summary Judgment will be held before the Honorable Mikell R. Scarborough, Charleston County Master in Equity, on Monday, September 16, 2013 at 3:30 p.m. This hearing will be held at the Charleston County Courthouse, 100 Broad Street, Charleston, South Carolina.

FINKEL LAW FIRM LLC

Magalie A. Arcure (S.C. Bar 78855)
Post Office Box 41489
Charleston, South Carolina 29423
Tel: (843) 577-5460
Facsimile: (843) 577-5135
Attorneys for the Plaintiff

Dated: August 20, 2013

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

Nationstar Mortgage, LLC,

PLAINTIFF,

vs.

Rhonda Lewis Meisner,

DEFENDANT.

IN THE COURT OF COMMON PLEAS

CASE NO:: 2011-CP-10-812

CERTIFICATION OF SERVICE

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2013 AUG 23 PM 12:1
JULIE J. ARMSTRONG
CLERK OF COURT
BY

The undersigned states that on August 21, 2013, she caused a true and correct copy of the *Plaintiff's Notice of Hearing* to be served upon the party identified below by depositing in the United States mail, proper postage affixed and addressed as follows:

William H. Sloan, Esquire
SLOAN LAW FIRM
Post Office Box 85
Summerville, SC 29484
Attorney for Defendant Meisner

FINKEL LAW FIRM LLC

Kara DeYoung
Post Office Box 41489
Charleston, South Carolina 29423
Tel: (843) 577-5460
Facsimile: (866) 800-7954
Litigation Paralegal

14.

PLAINTIFF'S EXHIBIT 2

ADJUSTABLE RATE NOTE

(1-Year LIBOR Index - Rate Caps)
(Assumable after Initial Period)

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT. THIS NOTE LIMITS THE AMOUNT MY INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE I MUST PAY.

October 10, 2007 (Date) | BLYTHEWOOD (City) | SOUTH CAROLINA (State)

31 SAND DOLLAR DRIVE, ISLE OF PALMS, SOUTH CAROLINA 29451
(Property Address)

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. $ 680,000.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is
LEHMAN BROTHERS BANK, FSB

I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 7.500 %. The interest rate I will pay will change in accordance with Section 4 of this Note.

The interest rate required by this Section 2 and Section 4 of this Note is the rate I will pay both before and after any default described in Section 7(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the first day of each month beginning on December 1, 2007. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on November 1, 2037, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at 230 PARK AVE
FLORHAM PARK, NJ 07932

or at a different place if required by the Note Holder.

(B) Amount of My Initial Monthly Payments

Each of my initial monthly payments will be in the amount of U.S. $ 4,754.66. This amount may change.

(C) Monthly Payment Changes

Changes in my monthly payment will reflect changes in the unpaid principal of my loan and in the interest rate that I must pay. The Note Holder will determine my new interest rate and the changed amount of my monthly payment in accordance with Section 4 of this Note.

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of November, 2012, and may change on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date."

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(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the one-year London Interbank Offered Rate ("LIBOR") which is the average of interbank offered rates for one-year U.S. dollar-denominated deposits in the London market, as published in *The Wall Street Journal*. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding TWO AND 25 HUNDREDTHS percentage point(s) (2.250 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 12.500 % or less than 2.500 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than TWO percentage point(s) (2.000 %) from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than 12.500 %.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

5. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due dates of my monthly payment unless the Note Holder agrees in writing to those changes. My partial Prepayment may reduce the amount of my monthly payments after the first Change Date following my partial Prepayment. However, any reduction due to my partial Prepayment may be offset by an interest rate increase.

6. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

7. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charges for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.000 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

8. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

10. WAIVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

11. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

(A) UNTIL MY INITIAL INTEREST RATE CHANGES UNDER THE TERMS STATED IN SECTION 4 ABOVE, UNIFORM COVENANT 18 OF THE SECURITY INSTRUMENT IS DESCRIBED AS FOLLOWS:

Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may

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require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

(B) AFTER MY INITIAL INTEREST RATE CHANGES UNDER THE TERMS STATED IN SECTION 4 ABOVE, UNIFORM COVENANT 18 OF THE SECURITY INSTRUMENT DESCRIBED IN SECTION 11(A) ABOVE SHALL THEN CEASE TO BE IN EFFECT, AND UNIFORM COVENANT 18 OF THE SECURITY INSTRUMENT SHALL INSTEAD BE DESCRIBED AS FOLLOWS:

Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

RHONDA LEWIS MEISNER (Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Sign Original Only)

Return To: AURORA LOAN SERVICES, LLC
2617 College Park, PO Box 4000
Scottsbluff, NE 69363-4000

BK J 644PG001

[redacted]

Prepared By: GAYATRI NALKOOR
AURORA LOAN SERVICES
230 PARK AVENUE
FLORHAM PARK, NJ 07932

[Space Above This Line For Recording Data]

MORTGAGE

MIN 100025440003993653

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated October 10, 2007 together with all Riders to this document.
(B) "Borrower" is

RHONDA LEWIS MEISNER , MARRIED

Borrower is the mortgagor under this Security Instrument.
(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. **MERS is the mortgagee under this Security Instrument.** MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

LOAN #: 0047629456

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(D) "Lender" is LEHMAN BROTHERS BANK, FSB, A FEDERAL SAVINGS BANK

Lender is a Federal Savings Bank
organized and existing under the laws of UNITED STATES
Lender's address is 230 PARK AVE, FLORHAM PARK, NJ 07932

(E) "Note" means the promissory note signed by Borrower and dated October 10, 2007
The Note states that Borrower owes Lender
SIX HUNDRED EIGHTY THOUSAND & 00/100 Dollars
(U.S. $ 680,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than November 1, 2037.
(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."
(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.
(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

[X] Adjustable Rate Rider	[ ] Condominium Rider	[ ] Second Home Rider
[ ] Balloon Rider	[ ] Planned Unit Development Rider	[ ] 1-4 Family Rider
[ ] VA Rider	[ ] Biweekly Payment Rider	[ ] Other(s) [specify]

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.
(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.
(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.
(L) "Escrow Items" means those items that are described in Section 3.
(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.
(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.
(O) "Periodic Payment" means the regularly scheduled amount due for (a) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.
(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this

Initials:

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Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, the following described property located in the

County of Charleston :
[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

All that tract or parcel of land as shown on Schedule "A" attached hereto which is incorporated herein and made a part hereof.

Parcel ID Number: which currently has the address of

31 SAND DOLLAR DRIVE [Street]
ISLE OF PALMS [City], South Carolina 29451 [Zip Code]
("Property Address"):

TO HAVE AND TO HOLD this property unto MERS (solely as nominee for Lender and Lender's successors and assigns), and to the successors and assigns of MERS, forever, together with all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

Initials:

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THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower

Initials:

shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

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Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

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If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable

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attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

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(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

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12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

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16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to Section 22 of this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a

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notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

Initials:

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence, all of which shall be additional sums secured by this Security Instrument.

23. Release. Upon Payment of all sums secured by this Security Instrument, this Security Instrument shall become null and void. Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

24. Homestead Waiver. Borrower waives all rights of homestead exemption in the Property to the extent allowed by Applicable Law.

25. Waiver of Appraisal Rights. The laws of South Carolina provide that in any real estate foreclosure proceeding a defendant against whom a personal judgment is taken or asked may within 30 days after the sale of the mortgaged property apply to the court for an order of appraisal. The statutory appraisal value as approved by the court would be substituted for the high bid and may decrease the amount of any deficiency owing in connection with the transaction. TO THE EXTENT PERMITTED BY LAW, THE UNDERSIGNED HEREBY WAIVES AND RELINQUISHES THE STATUTORY APPRAISAL RIGHTS WHICH MEANS THE HIGH BID AT THE JUDICIAL FORECLOSURE SALE WILL BE APPLIED TO THE DEBT REGARDLESS OF ANY APPRAISED VALUE OF THE MORTGAGED PROPERTY. This waiver shall not apply so long as the Property is used as a dwelling place as defined in Section 12-37-250 of the South Carolina Code of Laws.

26. Future Advances. The lien of this Security Instrument shall secure the existing indebtedness under the Note and any future advances made under this Security Instrument up to 150% of the original principal amount of the Note plus interest thereon, attorneys' fees and court costs.

Initials: _____

[redacted]

BK J 644PG014

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Signed, sealed and delivered in the presence of:

Stephanie Medlock

Rhonda Lewis Meisner (Seal)
RHONDA LEWIS MEISNER -Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

BK J 644PG015

STATE OF SOUTH CAROLINA,
I,

County ss:
do hereby certify that

RHONDA L. MEISNER

personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 10th day of October, 2007

Notary Public for South Carolina

My Commission Expires: June 04, 201

S.E. CATONE NOTARY PUBLIC SOUTH CAROLINA

Initials:

BP0178045

PLAINTIFF'S EXHIBIT 4

Recording Requested By:
AURORA LOAN SERVICES

When Recorded Return To:

ASSIGNMENT PREP
AURORA LOAN SERVICES
P.O. Box 1706
Scottsbluff, NE 69363-1706

045 pg 1 *

CORPORATE ASSIGNMENT OF MORTGAGE

Charleston, South Carolina
SELLER'S SERVICING #:0047629456 "MEISNER"
OLD SERVICING #: FC

MERS #: 100025440003993653 VRU #: 1-888-679-6377

Date of Assignment: February 10th, 2011
Assignor: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC AS NOMINEE FOR LEHMAN BROTHERS BANK, FSB, A FEDERAL SAVINGS BANK IT'S SUCCESSORS AND ASSIGNS at 1901 E VOORHEES STREET, SUITE C, DANVILLE, IL 61834
Assignee: AURORA LOAN SERVICES LLC at 2617 COLLEGE PARK, SCOTTSBLUFF, NE 69361

Executed By: RHONDA LEWIS MEISNER, MARRIED. To: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR LEHMAN BROTHERS BANK, FSB, A FEDERAL SAVINGS BANK
Date of Mortgage: 10/10/2007 Recorded: 11/19/2007 in Book/Reel/Liber: J644 Page/Folio: 001 In the County of Charleston, State of South Carolina

Property Address: 31 SAND DOLLAR DRIVE, ISLE OF PALMS, SC 29451

KNOW ALL MEN BY THESE PRESENTS that in consideration of the sum of TEN and NO/100ths DOLLARS and other good and valuable consideration, paid to the above named Assignor, the receipt and sufficiency of which is hereby acknowledged, the said Assignor hereby assigns unto the above-named Assignee, the said Mortgage having an original principal sum of with interest, secured thereby, with all moneys now owing or that may hereafter become due or owing in respect thereof, and the full benefit of all the powers and of all the covenants and provisos therein contained, and the said Assignor hereby grants and conveys unto the said Assignee, the Assignor's beneficial interest under the Mortgage.

TO HAVE AND TO HOLD the said Mortgage, and the said property unto the said Assignee forever, subject to the terms contained in said Mortgage.

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC AS NOMINEE FOR LEHMAN BROTHERS BANK, FSB, A FEDERAL SAVINGS BANK IT'S SUCCESSORS AND ASSIGNS
On February 10th, 2011

By: _____
NANCY L. WALKER, Vice-President

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. CORPORATE SEAL 1995 DELAWARE

WITNESS
_____
TRACI SCHNEIDER

WITNESS
_____
RHONDA GALL

STATE OF Nebraska
COUNTY OF Scotts Bluff

ON February 10th, 2011, before me, IRENE GUERRERO, a Notary Public in and for the County of Scotts Bluff County, State of Nebraska, personally appeared NANCY L. WALKER, Vice-President, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal,

_____
IRENE GUERRERO
Notary Expires: 09/14/2013

GENERAL NOTARY - State of Nebraska
IRENE GUERRERO
My Comm. Exp. Sept. 14, 2013

(This area for notarial seal)

"RRG"RRGALSI"02/10/2011 11:16:37 AM" ALSI01ALSIA000000000000000703647" SCCHARL" 0047629456 SCSTATE_MORT_ASSIGN_ASSN "RRGALSI"

53420.F35672

RECORDER'S PAGE

NOTE: This page MUST remain with the original document

Filed By:

FINKEL LAW FIRM

POST OFFICE BOX 71727
NORTH CHARLESTON, SC 29415

RECORDED

Date:	March 22, 2011
Time:	9:17:59 AM

Book	Page	DocType
0178	045	Asgt

Charlie Lybrand, Register
Charleston County, SC

RMC Bk 0178 Pg 045 : pg 2 *

Maker: MERS INC

Recipient: AURORA LOAN SERVS LLC

Original Book: J644

Original Page: 001

# of Pages: 2

# of Sats:

# of Refs:

Note:

Recording Fee	$ 6.00
Extra Reference Cost	$ -
Extra Pages	$ -
Postage	$ -
Chattel	$ -
TOTAL	$ 6.00

Drawer: Drawer 1
Clerk: KLH

LJ
JW

0178 Book

045 Page

03/22/2011 Recorded Date

2 # Pgs

J644 Original Book

001 Original Page

M Doc Type

09:17:59 Recorded Time

EXHIBIT 5

Recording Requested By:

BP0314531

When Recorded Return To:

RMC Bk 0314 Pg 531 : Pg 1 of 2

CORPORATE ASSIGNMENT OF MORTGAGE

Charleston, South Carolina
REF #:0047629458 "MEISNER"
INVESTOR'S LOAN #: 0047629458

Date of Assignment: June 26th, 2012
Assignor: AURORA LOAN SERVICES LLC at 2617 COLLEGE PARK, SCOTTSBLUFF, NE 69361
Assignee: NATIONSTAR MORTGAGE, LLC at 350 HIGHLAND DRIVE, LEWISVILLE, TX 95067

Executed By: RHONDA LEWIS MEISNER To: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR LEHMAN BROTHERS BANK, FSB, A FEDERAL SAVINGS BANK
Date of Mortgage: 10/10/2007 Recorded: 11/19/2007 In Book/Reel/Liber: J644 Page/Folio: 001 as Instrument No.: N/A In the County of Charleston, State of South Carolina.

Property Address: 31 SAND DOLLAR DR, ISLE OF PALMS, SC 29451

For value received, the said Assignor hereby assigns and transfers to Assignee all its right, title and interest in and to said Mortgage.

AURORA LOAN SERVICES LLC
On June 26th, 2012 Effective Date: 07/01/2012

By:
BRIDGET T. PECK, Vice President

WITNESS

WITNESS
Jayme Hallman

STATE OF Nebraska
COUNTY OF Scotts Bluff

On June 26th, 2012, before me, TERI L. SHIMP, a Notary Public in and for Scotts Bluff in the State of Nebraska, personally appeared BRIDGET T. PECK, Vice-President, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal,

GENERAL NOTARY - State of Nebraska
TERI L. SHIMP
My Comm. Exp. Feb. 21, 2013

TERI L. SHIMP
Notary Expires: 02/21/2013

(This area for notarial seal)

"BRO"BR1ALSI"06/28/2012 08:44:57 AM" ALSI01ALSIA000000000000000895404" SCCHARL" 0047629458 SCSTATE_ALSI_MORT_ASSIGN_ASSN "DJKALSI"

58020.F35672

37

RECORDER'S PAGE

NOTE: This page MUST remain with the original document

Filed By:
FINKEL LAW FIRM

POST OFFICE BOX 71727
NORTH CHARLESTON, SC 29415

RECORDED

Date: March 5, 2013
Time: 1:29:03 PM

Book	Page	DocType
0314	531	Asgt

Charlie Lybrand, Register
Charleston County, SC

# of Pages: 2
# of Sats:
# of References:

MAKER:
AURORA LOAN SERVS LLC

Note:

RECIPIENT:
NATIONSTAR MTG LLC

Recording Fee	$ 6.00
Extra Reference Cost	$ -
Extra Pages	$ -
Postage	$ -
Chattel	$ -
TOTAL	$ 6.00

Original Book: J644

Original Page: 001

DRAWER Drawer 4
CLERK LRR

BCE
KMV

0314 Book

531 Page

03/05/2013 Recorded Date

2 # Pgs

J644 Original Book

001 Original Page

M Doc Type

13:29:03 Recorded Time

RMC Bk 0314 Pg 531 : pg 2 *

STATE OF SOUTH CAROLINA COUNTY OF CHARLESTON Nationstar Mortgage, LLC, PLAINTIFF, vs. Rhonda Lewis Meisner, DEFENDANT.	IN THE COURT OF COMMON PLEAS CASE NO.: 2011-CP-10-812 AFFIDAVIT IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT

Evie Nguyen, being duly sworn, deposes and says:

1. I am employed by Nationstar Mortgage, LLC("Plaintiff") and am authorized to make this affidavit on its behalf. The source of my information is my review of Plaintiff's records kept in the ordinary course of business.

2. On October 10, 2007, Rhonda Lewis Meisner("Defendant") executed a promissory note ("Note") in favor of Lehman Brothers Bank, FSB, in the original principal amount of $680,000.00.

3. Defendant was obligated to repay the principal amount borrowed, plus interest at an adjustable rate pursuant to the terms of the note, by making monthly payments. A true and correct copy of the Note is annexed hereto as Exhibit A.

4. The Note was secured by a mortgage ("Mortgage") given by the Defendant simultaneously with the execution of the Note. The property encumbered by the Mortgage is located in Isle of Palms, Charleston County, South Carolina and as is more particularly described in the Mortgage and the Lis Pendens filed by Plaintiff. It has the TMS#: 571-12-00-149 and property address of: 31 Sand Dollar Dr, Isle of Palms, SC.

5. The Mortgage was recorded in the Office of the Register of Deeds for CharlestonCounty in book 644 at page 001 on November 19, 2007. A true and correct copy of the Mortgage is annexed hereto as Exhibit B.

6. The above-referenced instrument constitutes a purchase money mortgage with the proceeds of the loan being used to purchase the property above described.A true and correct copy of the foregoing assignment of mortgage is annexed hereto as Exhibit C.

7. By virtue of an assignment of mortgage executed on February 10, 2011 and recorded in the Charleston County Register of Deeds Office in Book 0178 at Page 45 on March 22, 2011, the subject note and mortgage were assigned to Aurora Loan Services, LLC.A true and correct copy of the foregoing assignment of mortgage is annexed hereto as Exhibit D.

8. Thereafter, the subject note and mortgage were assigned to Nationstar Mortgage, LLC, the present lienholder and Plaintiff herein, by virtue of an assignment of mortgage dated June 26, 2012 and recorded in the Charleston County Register of Deeds Office in Book 0314 at Page 531 on March 5, 2013.

9. The Defendant is in default due to, among other things, the failure to pay the principal amount due and owing under the Note and Mortgage since July 1, 2010. Plaintiff sent Defendant all required notices of default. A true and correct copy of the default letter is annexed hereto as Exhibit E.

10. As of July 1, 2010, Defendant is indebted to Plaintiff in the amount of $680,000.00, exclusive of attorneys' fees and costs of this action. Interest continues to accrue on the foregoing at an adjustable rate pursuant to the terms of the Note from June 1, 2010.

11. In addition to the amounts set forth above, the loan documents provide that Plaintiff is entitled to the reimbursement of its costs and expenses.

12. Plaintiff is informed and believes that it is entitled to the immediate foreclosure of its Mortgage and the sale of the property with the proceeds of such sale to be applied against the indebtedness due and owing to Plaintiff by Defendant.

FURTHER AFFIANT SAYETH NOT.

(SIGNATURE ON NEXT PAGE)

5/7/13

Name: Evie Nguyen
Title: Assistant Secretary
Nationstar Mortgage, LLC

Sworn to before me this 7 day of ~~April~~ May, 2013

Notary for the State of Texas
My Commission Expires: 6/20/16

MATTHEW J. JOHNSTONE
Notary Public, State of Texas
My Commission Expires
June 20, 2016

PLAINTIFF'S EXHIBIT 7

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

Aurora Loan Services, LLC,

PLAINTIFF,

vs.

Rhonda Lewis Meisner *et al.*,

DEFENDANT(S).

IN THE COURT OF COMMON PLEAS
C/A NO: 11-CP-10-0812

AFFIDAVIT OF VERIFIED STATEMENT OF ACCOUNT
Deficiency Judgment Waived

Personally appeared, who being duly sworn, deposes and says:

My name is Judah Haugabook and I am Assistant Secretary (title) for Nationstar Mortgage, LLC, the attorney-in-fact for Aurora Commercial Corp., successor entity by merger to Aurora Loan Services, LLC in the above-captioned action. I am authorized to execute this Affidavit of Verified Statement of Account. The following principal, interest and escrow/corporate advances which are secured by the mortgage being foreclosed, have been incurred to the date of hearing:

1.	Principal balance as of September 13, 2013	$680,000.00
2.	Interest from June 1, 2010 to September 13, 2013	$142,393.27
	From 06/01/2010 to 10/31/2012 @ 7.500%; $4,250.00 monthly	
	From 11/01/2012 to 08/31/2013 @ 3.250%; $1,841.67 monthly	
	From 09/01/2013 to 09/13/2013 @ 3.250%; $60.55 per day	
3.	Late charges	$0.00
4.	Corp Advance Balance	$6,726.91
5.	Escrow Advances	$71,697.11

TOTAL PRINICPAL, INTEREST AND EXPENSES: $ 900,817.29

Aurora Commercial Corp., successor entity by merger to Aurora Loan Services, LLC by Nationstar Mortgage, LLC, its Attorney-in-fact.

9/13/2013
Name Judah Haugabook

Assistant Secretary
Title

Lewisville, TX 75067
(City and State)

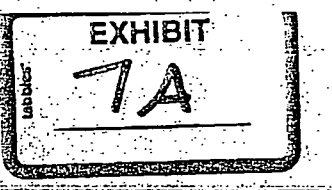
09/13, 2013

Sworn to before me this 13 day of September 2013.

9-13-13

Notary Public for TEXAS
My Commission Expires: 6/25/2017

APRIL MARTIN
Notary Public, State of Texas
My Commission Expires
June 25, 2017



Loan **0600064497** Msg1: **35 2: 08 3:** Total **220979.23** D
Type **ARM, Conv/Unins** UPB **680000.00** L
Inv# **ALU SARM 2007-11** OPB **680000.00**

Affidavit -- Interest Rate

Current Interest Rate: 7.500 Payoff To Date: 09/13/2013
Per Diem: 60.548 Total Interest: 142393.27
Interest Paid To Date: 6/1/2010 Total Payoff Interest Due: 142393.27

Interest Rate	Interest From date	Interest To date	Days	Per Diem	Mnths	Monthly Interest	Total
7.500	06/01/2010	10/31/2012	884	.000	29	4250.00	123250.000
3.250	11/01/2012	08/31/2013	304	.000	10	1841.67	18416.700
3.250	09/01/2013	09/13/2013	12	60.548	0	.00	726.570

Bottom

F3=Exit F12=Return F7=Borrower F8=Late charges F6=Save
F10=Corporate Advance F14=Print
Press ENTER to advance to Escrow Advances.

SR321AR-02 ========== 9/13/13
AMARTIN5 **Escrow Inquiry** 08:15:48
==========

Loan# **0600064497** Pr Ln# **000000047629456** Corp Adv **6738.91-** P&I **4250.00**
Borr Nm **RHONDA L. MEISNER** Esc Bal **.00** Esc **.02**
Address **31 SAND DOLLAR DR** Esc Adv **71697.11** Other **.00**
ISLE OF PAL,SC 29451 Avail Esc **.00** Tot Pmt **4250.02**
Nxt Due **7/01/10** Inv **ALU** Flood Ins/Zone **Y AE** Lien **1**
1st Pmt **12/01/07** Pool **0000001** Last Anly Date **2/07/13** Msgs **35 08**
Prin Bal **680000.00** WI Tax Option

Opt 5=Inquiry

Opt	Escrow Type	Seq#	Mat/Red Date	Acc/Arr Amt	*	Mthly Amt	Vendor	Esc
_	HAZARD SFR-50	1	10/10/13	6554.00		546.17	ASGHM	Y
_	FLOOD SFR-51	2	10/06/13	2996.00		249.67	00125	Y
_	COUNTY TAX-31	3	1/15/14	7912.68		659.39	SC009	Y

F1=Master File Inq F2=Pmt Inq F3=Exit F5=Refresh F7=Aggr Analysis
F8=Detail Hist F9=Coupon Hist F10=Alt Master Inq F24=More Keys

SRV644R-02 9/13/13
AMARTIN5 **Corporate Adv/Exp Sub-Acct Inq/Listing** 08:15:55

Loan# **0600064497 RHONDA MEISNER** Corp Adv Bal **$6,738.91-**

Opt 1=Select

Opt	Code	Description	O/S Balance Orig Balance	Last Act Due Date	Mthly Int	Pay Rate	Pay Dl
_	A D2	OOAPA-BPO	95.00- 95.00-	7/02/12 0/00/00		.00	25
_	A E2	OOAPA-Prop Insp	351.00- 69.00-	12/05/12 0/00/00		.00	25
_	A J2	OOAPA-Trsfr stamps	12.00 .00	7/02/12 0/00/00		.00	
_	A 2A	ABLGA-Adversry Fee	674.48- 11.98-	7/02/12 0/00/00		.00	25
_	A 2F	AFLGA-FC Fee	4,570.00- 4,570.00-	8/21/13 0/00/00		.00	25
_	A 2R	CFLGA-Title Examintn	275.00- 275.00-	7/02/12 0/00/00		.00	25
_	A 2S	CFLGA-Certified Mail	41.25- 41.25-	8/21/13 0/00/00		.00	24

More...

F3=Exit F6=Corp Exp F7=Corp Close F8=Corp G/L F9=Corp Orig F12=Return

SRV644R-02 9/13/13
AMARTIN5 **Corporate Adv/Exp Sub-Acct Inq/Listing** 08:15:55

Loan# **0600064497 RHONDA MEISNER** Corp Adv Bal **$6,738.91-**

Opt 1=Select

Opt	Code	Description	O/S Balance / Orig Balance	Last Act / Due Date	Mthly Pay / Int Rate	Pay Dl
_	A 2U	CFLGA-Posting Costs	225.00- / 225.00-	7/12/13 / 0/00/00	.00	24
_	A 2V	CFLGA-Publication	519.18- / 369.18-	7/12/13 / 0/00/00	.00	25

Bottom

F3=Exit F6=Corp Exp F7=Corp Close F8=Corp G/L F9=Corp Orig F12=Return

Loan# 0600064497 Inv# ALU Asum: N Total Due 303591.14 Due 7/01/10
CP: ZZZ_ZOMG Msg#1: 35 2: 08 3: UnPaidBal 680000.00 LPR 7/12/10

Payments			Total Due		Outstanding Charges	
P & I	4250.00	Y	141666.70			
Escrow	.02	Y	79932.60		Current Late Charge	1430.82
Non-Escrow	.00		.00		Current NSF Due	.00
-Subs-Gov	.00	N	.00	-Forbear	Deferred Late Chg	2125.00
CA Pmt	.00		.00		Deferred NSF Charge	.00
Corp Adv	6738.91		6738.91		Deferred Interest	.00
Total	4250.02		303591.14	NOW DUE	Total Fees	.00

Account Balances	Current Balance		INCLUDES=> Total Charges	3555.82
Subsidy-Government	.00		-------Delinquency History-------	
Subsidy-Borrower	.00		#Payments Del. 00039	
Partial Pmt/Forbear	.00		#Times Del. YTD 00	Life 000
Hazard Loss	.00		Days Del. 01170	
Miscellaneous	.00		To-Next-Late-Chg 16	
CA Int/Bal	.00	6738.91	----------Dates----------	
Escrow Balance	.00		Last Activity	8/21/13
Deferred Escrow Bal	.00		Interest Paid Thru	6/01/10
Advances by Investor	.00		Last Payment Received	7/12/10
Advances by Servicer	71697.11		Next Payment Due	7/01/10

F3=Exit F7=Next Loan F8=Prev Loan F9=Stmt Inq F12=Return PageUp=Loan Data

EXHIBIT
8

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

ATTORNEY'S FEES/COSTS AFFIDAVIT
C/A NO: 2011-CP-10-812

PERSONALLY APPEARED BEFORE ME, the undersigned, who first being duly sworn, deposes and states that (s)he is a member of Finkel Law Firm LLC, which represents Plaintiff in the following foreclosure action:

Nationstar Mortgage, LLC
v.
Rhonda Lewis Meisner

1. I am an attorney for the Plaintiff in the above-referenced matter.

2. This case is an action to foreclosure a mortgage on real property located in Charleston County, South Carolina. The subject mortgage specifically provides that the Plaintiff is entitled to the recovery of attorney's fees and costs associated with the collection of sums due under the promissory note.

3. I was retained by the Plaintiff to conduct this foreclosure action pursuant to a contractual rate of compensation providing for an attorney's fee in the amount of $2300.00.

4. Under Dedes v. Strickland, 414 S.E. 2d. 134 (S.C. 1992), the Supreme Court of South Carolina has set forth the factors to be considered in an award of attorney's fees in real property actions. These factors include nature, extent and difficulty of the legal services rendered the time and labor necessarily devoted to the case, the professional standing of counsel, the contingency of compensation, the customary fees charged in the locality for similar services, and the beneficial result obtained. These factors, as applied in this case, are as follows:

   a. Nature, Extent, and Difficulty of the Legal Services Rendered. As stated earlier, this is an action to foreclose a mortgage on real property. The case involves complex issues of real property law. A hearing was held by the Master, who requires an order to be prepared by Plaintiff's counsel. Accordingly, the factual and legal issues presented were complex and detailed in nature, the extent of the work performed was necessary to adequately prepare and try these matters, and the matters decided were of legal and factual difficulty.

   b. Time and Labor Necessarily Devoted to the Case. As stated above, this case involved difficult issues of both legal and factual natures. A substantial amount of time has been devoted to the case by the firm. In addition to review of title documents recorded in the public records and evaluating title to this real property, the following pleadings, papers and documents have been prepared and reviewed.

      Lis Pendens
      Summons and Complaint
      Order of Reference and supporting documents
      Affidavit of Default
      Affidavit of Non-Military Service
      Notice of Hearing
      Certification of Compliance with Administrative Order 2011-05-02-01

Motion for Summary Judgment
Memorandum of Law in Support of Summary Judgment
Notice of Sale
Record of Hearing

In addition to these documents, as Plaintiff's attorney, this law firm has arranged for service to process of the pleadings on all defendants and served all orders and documents required to prosecute this action including all notices of hearing. Additional time post-judgment will be required for the preparation of necessary documents required by the Court to complete the foreclosure sale, including as necessary, the deed, report on sale and judicial lien satisfaction.

5. After due consideration of the nature, extent and difficulty of the legal services rendered, the time and labor necessarily devoted to the case, the professional standing of counsel, the contingency of compensation, the customary fee charged in the locality for similar services, and the beneficial result obtained, I respectfully submit an award of attorney's fees to the full extent set forth in this Affidavit is appropriate; therefore, Plaintiff is entitled to recover $2300.00 in attorney fees.

6. They have arranged for service process; consulted with Plaintiff; had telephone conferences concerning the debt; conferred on and/or researched legal issues; reviewed the file in preparation for the hearing; scheduled and attended the hearing on this matter.

7. Future duties include forwarding copies of Order and Judgment of Foreclosure and Sale to the Defendant, advising the Defendant of the date that the property will be sold; arranging and coordinating the amount to be bid by Plaintiff; representing Plaintiff at the sale; preparing a Report on Sale and Order confirming sale; and preparing any other documents that may be necessary in this particular action.

8. The costs of collection to date include: the filing fee $150.00; title exam and updates $100.00; service of process (including publication, if necessary) $145.00; motion fee $25.00; reference fee $125.00; recording fee $12.00; costs for collection prior to hearing $1.12; for a TOTAL $558.12

Approximately 20 hours have been spent on this file to date, and it is anticipated that several additional hours will be necessary to conclude this action after the hearing.

The loan documents contained provisions for reasonable attorney's fees and costs. In determining their attorney's fees, the undersigned requests that the Court consider the size of the debt, the enormous investment of time, the complexity of these actions, the prospect of a successful result for Plaintiff, the qualifications of the attorney, the potential liabilities inherent in handling real estate matter and the attendant responsibilities connected with these cases. The attorneys believe that a reasonable attorney's fee under the circumstances would be $2300.00. They believe that these requested fees are consistent with the factors to be considered as provided by the South Carolina courts. These are:

(1) The nature, extent and difficulty of the legal services rendered;
(2) The time and labor necessarily devoted to the case;
(3) The professional standing of counsel;
(4) The contingency of compensation;
(5) The fee customarily charged in the locality for similar legal services, and
(6) The beneficial results obtained.

Baron Data Systems, Inc. v. Loter, 297 S.C. 382, 377 S.E.2d 296 (S.C. 1989) (citing Wood v Wood, 269 S./C. 600, 239 S.E.2d 315 (1977), Bentrim v Bentrim, 282 S.C., 318 S.E.2d 131 (Ct. App. 1984).

Dedes v. Strickland, 307 S.C. 155, 414 S.E.2d 134 (1992); and Blumberg v. Nealco, Inc., 310 S.C. 492, 427 S.E.2d 659 (1993).

FINKEL LAW FIRM LLC
Post Office Box 41489
North Charleston, South Carolina 29405
(843) 577-5460

By: _____
Magalie A. Arcure
Attorneys for Plaintiff

SWORN TO AND SUBSCRIBED before me on
this 16 day of September 2013

_____
NOTARY PUBLIC FOR SOUTH CAROLINA
My commission expires: 11/8/2022

STATE OF SOUTH CAROLINA	IN THE COURT OF COMMON PLEAS
COUNTY OF CHARLESTON	CASE NO: 2011-CP-10-812
Aurora Loan Services, LLC, PLAINTIFF, vs. Rhonda Lewis Meisner, DEFENDANT.	(NON-JURY MORTGAGE FORECLOSURE) **ORDER GRANTING MOTION TO SUBSTITUTE PLAINTIFF**

FILED
2012 OCT 23 AM 10:23
JULIE J. ARMSTRONG
CLERK OF COURT

THIS MATTER having been opened to the Court upon the filing of a Motion to Substitute Plaintiff; the Court having reviewed the Motion; the Court having considered S.C.R.C.P., Rules 17(a), 25(c), and 25(e); and good and sufficient cause having been shown therefore:

IT IS HEREBY ORDERED that:

1. The Motion is hereby granted.
2. Nationstar Mortgage, LLC is hereby substituted as the Plaintiff.
3. The caption of all future pleadings filed with the Court shall reflect the terms of this Order.

Dated: 10/19, 2012

51

Recording Requested By:

When Recorded Return To:

CORPORATE ASSIGNMENT OF MORTGAGE

Charleston, South Carolina
REF #:0047629456 "MEISNER"
INVESTOR'S LOAN #: 0047629456

Date of Assignment: June 26th, 2012
Assignor: AURORA LOAN SERVICES LLC at 2617 COLLEGE PARK, SCOTTSBLUFF, NE 69361
Assignee: NATIONSTAR MORTGAGE, LLC at 350 HIGHLAND DRIVE, LEWISVILLE, TX 95067

Executed By: RHONDA LEWIS MEISNER To: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR LEHMAN BROTHERS BANK, FSB, A FEDERAL SAVINGS BANK
Date of Mortgage: 10/10/2007 Recorded: 11/19/2007 In Book/Reel/Liber: J644 Page/Folio: 001 as Instrument No.: N/A In the County of Charleston, State of South Carolina.

Property Address: 31 SAND DOLLAR DR, ISLE OF PALMS, SC 29451

For value received, the said Assignor hereby assigns and transfers to Assignee all its right, title and interest in and to said Mortgage.

AURORA LOAN SERVICES LLC
On June 26th, 2012 Effective Date: 07/01/2012

By:
BRIDGET T. PECK, Vice-President

WITNESS

WITNESS
Jayme Hallman

STATE OF Nebraska
COUNTY OF Scotts Bluff

On June 26th, 2012, before me, TERI L. SHIMP, a Notary Public in and for Scotts Bluff in the State of Nebraska, personally appeared BRIDGET T. PECK, Vice-President, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal,

TERI L. SHIMP
Notary Expires: 02/21/2013

GENERAL NOTARY - State of Nebraska
TERI L. SHIMP
My Comm. Exp. Feb. 21, 2013

(This area for notarial seal)

'BRO"BR1ALSI"06/26/2012 06:44:57 AM" ALSI01ALSIA0000000000000000695404" SCCHARL" 0047629456 SCSTATE_ALSI_MORT_ASSIGN_ASSN "OJKALSI"

58020.F35672

FORM 4

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

JUDGMENT IN A CIVIL CASE
CASE NO. 2011-CP-10-812 ~~2009-CP-10-5028~~

Aurora Loan Services LLC
PLAINTIFF(S)

Rhonda Lewis Meisner
DEFENDANT(S)

Submitted by:	Attorney for : ☐ Plaintiff ☐ Defendant or ☐ 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.

☐ **ACTION DISMISSED** (*CHECK REASON*): ☐ Rule 12(b), SCRCP; ☐ Rule 41(a), SCRCP (Vol. Nonsuit); ☐ Rule 43(k), SCRCP (Settled); ☐ Other

☐ **ACTION STRICKEN** (*CHECK REASON*): ☐ Rule 40(j), SCRCP; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other

☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT** (*CHECK APPLICABLE BOX*): ☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☐ See attached order (formal order to follow) ☒ Statement of Judgment by the Court: **By consent of the parties, and pursuant to Rule 53, this court hereby refers this case to the equity division of the court for final disposition. The Master-In-Equity shall enter final judgment with any appeals to be taken in accordance with 14-11-85. The reference fee shall be paid directly to the office of the Master-In-Equity; upon a failure to do so, the Master shall order the case to be dismissed without prejudice for failure to comply with the court's order.**

ORDER INFORMATION This order ☐ ends ☒ does not end the case.

Additional Information for the Clerk :

FILED
2012 JUN 19 AM 8:39
JULIE J. ARMSTRONG
CLERK OF COURT
BY

INFORMATION FOR THE PUBLIC INDEX

Complete this section below when the judgment affects title to real or personal property or in any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
N/A		$
		$
		$

If applicable, describe the property, including tax map information and address, referenced in the order:

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. Note: Title abstractors and researchers should refer to the official court order for judgment details.

Circuit Court Judge

2128
Judge Code

6/15/12
Date

42

FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2011 CP-10-0812

AURORA LOAN SERVICES, LLC
PLAINTIFF(S)

RHONDA LEWIS MEISNER
DEFENDANT(S)

Submitted by:	Attorney for : ☐ Plaintiff ☐ Defendant or ☐ 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.

☐ **ACTION DISMISSED** (*CHECK REASON*): ☐ Rule 12(b), SCRCP; ☐ Rule 41(a), SCRCP (Vol. Nonsuit); ☐ Rule 43(k), SCRCP (Settled); ☐ Other

☐ **ACTION STRICKEN** (*CHECK REASON*): ☐ Rule 40(j), SCRCP; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other

☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT** (*CHECK APPLICABLE BOX*): ☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL

FILED
2012 MAY 29 PM 2:
BY JULIE ARM TRONG
CLERK OF COURT

IT IS ORDERED AND ADJUDGED: ☐ See attached order (formal order to follow) ☒ Statement of Judgment by the Court: PLAINTIFF'S MOTION TO DISMISS PURSUANT TO 12(B)(6) AND 12(B)(7) IS RESPECTFULLY DENIED ON BOTH GROUNDS.

ORDER INFORMATION

This order ☐ ends ☒ does not end the case.
Additional Information for the Clerk :

INFORMATION FOR THE JUDGMENT INDEX

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
N/A	N/A	$N/A
		$
		$

If applicable, describe the property, including tax map information and address, referenced in the order:

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. Note: Title abstractors and researchers should refer to the official court order for judgment details.

Circuit Court Judge

2060
Judge Code

5/24/2012
Date

STATE OF SOUTH CAROLINA COUNTY OF CHARLESTON	) COURT OF COMMON PLEAS) CASE NO. 11-CP-10-812
AURORA LOAN SERVICES, LLC, Plaintiff, Vs. RHONDA LEWIS MEISNER; Defendant.	) CONSENT ORDER OF) CONTINUANCE

FILED
2011 JUL 29 PM 12:11
JULIE J. ARMSTRONG
CLERK OF COURT
BY

This is a case for foreclosure on the primary residence of the Defendant. Therefore, this case is stayed by the Administrative Order of Chief Justice Toal of May 2, 2011.

This case is currently scheduled for an Initial Motion to Dismiss of Defendant scheduled for July 28, 2011. Both parties agree that this Motion should be stayed until Foreclosure Intervention in this case is completed.

IT IS THEREFORE ORDERED that the Motion to Dismiss of Defendant in this case be stayed until such time as Foreclosure Intervention per the Administrative Order in this case has been completed.

IT IS SO ORDERED!

Circuit Court Judge, Ninth Judicial Circuit

Charleston, SC
July 28, 2011

I SO MOVE

William H. Sloan
Sloan Law Firm, PA
Post Office Box 85
Summerville, SC 29484
(843) 873-7531
Attorney for Defendant
sloanlawfirm@yahoo.com
July 28, 2011

I CONSENT:

Magalie A. Arcure, Esq
Finkel Law Firm
Attorney for Plaintiff
Post office Box 225
Charleston, SC 29402
843-577-5460
Fax 843-577-5135
marcure@finkellaw.com

53720.F35672

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

Aurora Loan Services, LLC,

PLAINTIFF,

vs.

Rhonda Lewis Meisner,

DEFENDANT(S).

IN THE COURT OF COMMON PLEAS
C/A NO: 2011-CP-10 - 812

SUMMONS AND NOTICES

(NON-JURY MORTGAGE FORECLOSURE)

FILED
2011 FEB -3 AM 11:50
JULIE J. ARMSTRONG
CLERK OF COURT
BY

TO THE ABOVE NAMED DEFENDANT(S):

YOU ARE HEREBY SUMMONED and required to answer the Complaint herein, a copy of which is herewith served upon you, or to otherwise appear and defend, and to serve a copy of your Answer to said Complaint upon the plaintiff's attorneys at their office, 3955 Faber Place, Suite 200, P.O. Box 71727, North Charleston, South Carolina, 29415, or to otherwise appear and defend the action pursuant to applicable court rules, within thirty (30) days after service hereof, exclusive of the day of such service, except that the United States of America, if named, shall have sixty (60) days to answer after the service hereof, exclusive of such service, and if you fail to answer the Complaint or otherwise appear and defend within the time aforesaid, the Plaintiff in this action will apply to the Court for relief demanded therein, and judgment by default will be rendered against you for the relief demanded in the Complaint.

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

YOU ARE FURTHER SUMMONED AND NOTIFIED to apply for the appointment of a guardian ad litem within thirty (30) days after the service of this Summons and Notice upon you. If you fail to do so, application for such appointment will be made by the Plaintiff.

YOU WILL ALSO TAKE NOTICE that pursuant to Rule 53(b) of the South Carolina Rules of Civil Procedure, as amended effective September 1, 2002, the Plaintiff will move for a general Order of Reference to the Master in Equity for Charleston County, which Order shall, pursuant to Rule 53(b) of the

SCRCP, specifically provide that the said Master in Equity is authorized and empowered to enter a final judgment in this action.

FINKEL LAW FIRM LLC
P.O. Box 71727
North Charleston, S.C. 29415
(843) 577-5460

By: Joseph T. Merli

Beverly J. Finkel/Thomas A. Shook
Susan S. White/Joseph T. Merli
Andrew M. Wilson/Elizabeth S. Moore
Attorneys for Plaintiff

February 1, 2011

53720 F35672

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

Aurora Loan Services, LLC,

PLAINTIFF,

vs.

Rhonda Lewis Meisner,

DEFENDANT(S).

IN THE COURT OF COMMON PLEAS

C/A NO: 2011-CP-10 ~ 812

COMPLAINT

(NON-JURY MORTGAGE FORECLOSURE)

FILED
2011 FEB -3 AM 11:50
JULIE J. ARMSTRONG
CLERK OF COURT
BY

The Plaintiff alleges as follows:

1. The Plaintiff is a corporation or other legal entity doing business in the State of South Carolina.

2. The Plaintiff is the servicer and/or mortgagee of the note and mortgage covering real property located in Charleston County, which is the subject of the within captioned action, and is entitled to enforce same.

3. The defendant(s) named herein may have an interest in the property that is the subject of this action.

4. Any defendant(s) described herein as Judgment Creditor(s) have by filing judgment(s) designated the attorney(s) entering the judgment(s) as their agent for service of process pursuant to the provisions of §15-35-840 of the South Carolina Code of Laws (1976 as amended).

5. Upon information and belief, the defendant Rhonda Lewis Meisner is not in the military service of the United States of America pursuant to the provisions of the Servicemembers Civil Relief Act (2003).

6. On or about October 10, 2007, for value received, Rhonda Lewis Meisner executed and delivered to Lehman Brothers Bank, FSB, a Federal Savings Bank a certain promissory note in the sum of $680,000.00, together with interest thereon at an adjustable rate pursuant to the terms of the note.

7. To secure the payment of the said note and debt, secured thereby, and in accordance with the terms and conditions thereof, on October 10, 2007, Rhonda Lewis Meisner executed and delivered to Mortgage Electronic Registration Systems, Inc., as nominee for Lehman Brothers Bank, FSB, a Federal Savings Bank, its successors and assigns, a mortgage covering the following described property:

All that certain lot, piece or parcel of land, with the buildings and improvements thereon, if any, situate, lying and being on the Isle of Palms, County of Charleston, State of South Carolina, known and designated as Lot 16, Wildwood Subdivision, as shown on a Plat made by E. M. Seabrook, Inc., dated March 1, 1980, and entitled, "City of Isle of Palms, Charleston County, SC, Plat of Lots 1 - 39, Wildwood Subdivision," which Plat is duly recorded in the Office of the RMC for Charleston County, South Carolina, in Plat Book AP at Page 73. Said lot having such size, shape, dimensions, buttings and boundings as will by reference to said plat more fully and at large appear.

Subject to all easements, restrictions, and rights of way of record.

TMS #: 571-12-00-149
Property Address: 31 Sand Dollar Dr, Isle of Palms, SC

8. Thereafter the mortgage was recorded in the Office of the Register of Deeds for Charleston County in book 644 at page 001 on November 19, 2007.

9. The above-referenced instrument constitutes a purchase money mortgage with the proceeds of the loan being used to purchase the property above described.

10. Subsequently, the subject mortgage was assigned or otherwise transferred to Aurora Loan Services, LLC, the Plaintiff herein.

11. The subject loan may be held by a participant in the federal HMP program. However, the HMP solicitation has been completed without resulting in modification and other loss mitigation efforts have been exhausted.

12. Pursuant to the terms of the mortgage, any sums paid by the plaintiff for inspecting and securing the subject property, for fire and other hazard insurance, taxes and assessments for the mortgaged premises, and any costs of collection, including reasonable attorney's fees, are secured by the mortgage.

13. According to the terms of said mortgage, and as additional security, Rhonda Lewis Meisner assigned all rents, issues and profits of the mortgaged premises from and after any default thereunder, and should legal proceedings be instituted pursuant to said mortgage, the mortgagee, its successors and assigns, was given the right to have a Receiver appointed of the rents, issues and profits, who, after deducting all charges and expenses attending such proceedings, and the execution of his trust as a Receiver, shall apply the residue of the rents, issues and profits, towards the debt secured by said mortgage.

14. The monthly payments due on said note and mortgage are in default since July 1, 2010, although demand for payment thereof has been made and the plaintiff, as the holder of the said note and mortgage, after providing all required notices, elects to, and does declare the entire balance of said indebtedness due and payable, and that there is due on said note and mortgage as of July 1, 2010, the sum of $ 680,000.00, together with interest at an adjustable rate pursuant to the terms of the note, from June 1, 2010, and also for the costs and disbursements of this action, including attorney's fees.

15. Pursuant to Sections 37-3-105, South Carolina Code of Laws (1976 as amended), the mortgage lien, which is the subject of this action, is a first lien on real estate and is not a *'consumer loan'* for the purposes of the South Carolina Consumer Protection Code. *Any* notice of right to cure has been given as required.

16. The Plaintiff does not demand a deficiency judgment in the event the sale of the real estate herein does not yield a sum sufficient to satisfy all indebtedness due unto the plaintiff, including costs and attorney's fees.

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

1. The amount due upon the said note and mortgage held by Plaintiff be ascertained and determined under the direction of this Court, together with attorney's fees and the costs of this action.

2. The said Plaintiff's Mortgage be declared a first mortgage lien and that the said Plaintiff have judgment of foreclosure for the amount so found to be due and owing thereon, together with any taxes or insurance premiums which may be due, with a reasonable sum as attorney's fees and for the costs of this action.

3. The mortgaged premises be sold under the direction of this Court, the equity of redemption be barred, and that the proceeds of sale be applied 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 the attorney's fees as aforesaid, and

Third, the surplus, if any be distributed according to law.

4. An Order be entered directing and empowering the Sheriff of Charleston County, South Carolina, to place the successful purchaser at said foreclosure sale in possession of the property hereinabove described should the same become necessary.

5. An Order be entered for the ejectment of the defendants in possession herein and all persons claiming thereunder and the removal therefrom of all furnishings, fixtures and items not subject to the lien of the plaintiff's mortgage, which personal property if not removed shall be deemed abandoned

and shall be removed by the plaintiff or its agents from the subject property by placing said property on the public street or highway or by any other means.

6. An Order be entered granting the appointment of a Receiver to secure and supervise the rental of the property sought to be foreclosed with authority to take possession thereof and collect rents, issues and profits thereon during the pendency of this action and to hold the same as further security for Plaintiff's debt.

7. An Order be entered for reimbursement of all costs for inspecting and securing the property incurred by the plaintiff as a result of the delinquency.

8. An Order be entered for such other and further relief as may be just and proper.

FINKEL LAW FIRM LLC
P.O. Box 71727
N. Charleston, SC 29415
(843) 577-5460

By: Joseph T. Merli
Beverly J. Finkel/Thomas A. Shook/
Susan S. White/Joseph T. Merli/
Andrew M. Wilson/Elizabeth S. Moore
Attorneys for Plaintiff

February 1, 2011

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NOTICE REQUIRED BY THE FAIR DEBT COLLECTION PRACTICES ACT, (THE 'ACT') 15 U.S.C. SECTION 1601, AS AMENDED

1. As of December 1, 2010, you owe $720,659.11. Because of interest, late charges, and other charges that may vary from day to day, the amount due on the day you pay may be greater. Hence, if you pay the amount shown above, an adjustment may be necessary after we receive your check, in which event we will inform you before depositing the check for collection. For further information, write or call as directed in Paragraph 6 of this Notice.

2. Aurora Loan Services, LLC is 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 Debtor, within thirty (30) days after receipt of this notice, dispute the validity of the debt or some portion thereof.

4. If you, the Debtor, notify the Creditor's law firm in writing, within thirty (30) days from receipt of this notice that the debt or any portion thereof is disputed, the Creditor's law firm will cease all collection activities until it obtains and provides to you a verification of the debt, and a copy of the verification will be mailed to you, the debtor, by the Creditor's law firm.

5. If the Creditor named in the attached letter is not the original Creditor, and if you make a written request to the Creditor's law firm within thirty (30) days, the name and address of the original Creditor will be mailed to you by the Creditor's law firm.

6. Written requests should be addressed to Finkel Law Firm LLC, Post Office Box 71727, N. Charleston, SC 29415, or call (843) 577-5460.

7. Please be advised that the time period in which you have to dispute the amount of your debt and request additional information does not alter or affect the time period set forth in the South Carolina Rules of Civil Procedure for the filing of an answer or other responsive pleading to the Complaint.

8. If the Debtor has received a discharge of the debt described in paragraph one pursuant to the United States Bankruptcy Code, then neither Creditor nor its law firm is seeking to collect any portion of the debt and all information contained herein is supplied for informational purposes only. Any pending or ensuing legal action by Creditor's law firm will undertake to foreclose a valid security interest only and neither is intended nor will operate as any effort to collect upon any debt that has been so discharged.

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

2-3-2011 12:10pm

53720 F35672

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

Aurora Loan Services, LLC,

PLAINTIFF,

vs.

Rhonda Lewis Meisner,

DEFENDANT(S).

IN THE COURT OF COMMON PLEAS
C/A NO: 2011-CP-10 - 812

LIS PENDENS

(NON-JURY MORTGAGE FORECLOSURE)

FILED
2011 FEB -3 AM 11:50
JULIE J. ARMSTRONG
CLERK OF COURT
BY

11-2088

NOTICE IS HEREBY GIVEN that an action has been commenced and is now pending in this court upon Complaint of the above-named Plaintiff against the above-named Defendant(s) for foreclosure of a certain mortgage of real estate given by Rhonda Lewis Meisner to Mortgage Electronic Registration Systems, Inc., as nominee for Lehman Brothers Bank, FSB, a Federal Savings Bank in the amount of $680,000.00, dated October 10, 2007, and recorded in the Office of the Register of Deeds for Charleston County in Book 644 at Page 001 on November 19, 2007.

The premises covered and affected by the said mortgage as by the foreclosure thereof, were at the time of the making thereof, and at the time of the filing of this Notice, described as follows:

All that certain lot, piece or parcel of land, with the buildings and improvements thereon, if any, situate, lying and being on the Isle of Palms, County of Charleston, State of South Carolina, known and designated as Lot 16, Wildwood Subdivision, as shown on a Plat made by E. M. Seabrook, Inc., dated March 1, 1980, and entitled, "City of Isle of Palms, Charleston County, SC, Plat of Lots 1 - 39, Wildwood Subdivision," which Plat is duly recorded in the Office of the RMC for Charleston County, South Carolina, in Plat Book AP at Page 73. Said lot having such size, shape, dimensions, buttings and boundings as will by reference to said plat more fully and at large appear.

Subject to all easements, restrictions, and rights of way of record.

TMS#: 571-12-00-149
Property Address: 31 Sand Dollar Dr, Isle of Palms, SC

FINKEL LAW FIRM LLC
Post Office Box 71727
North Charleston, South Carolina 29415
(843) 577-5460

By: Joseph T. Merli

Beverly J. Finkel/Thomas A. Shook
Susan S. White/Joseph T. Merli
Andrew M. Wilson/Elizabeth S. Moore
Attorneys for Plaintiff

February 1, 2011

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SCRCP, specifically provide that the said Master in Equity is authorized and empowered to enter a final judgment in this action.

FINKEL LAW FIRM LLC
P.O. Box 71727
North Charleston, S.C. 29415
(843) 577-5460

By: Joseph T. Merli

Beverly J. Finkel/Thomas A. Shook
Susan S. White/Joseph T. Merli
Andrew M. Wilson/Elizabeth S. Moore
Attorneys for Plaintiff

February 1, 2011

STATE OF SOUTH CAROLINA	) COURT OF COMMON PLEAS
COUNTY OF CHARLESTON	) CASE NO. 11-CP-10-812
	)
AURORA LOAN SERVICES, LLC,	)
Plaintiff,	) ANSWER AND COUNTERCLAIM
Vs.	) OF DEFENDANT
RHONDA LEWIS MEISNER,	) JURY TRIAL DEMANDED
Defendant.	)

FILED
2012 MAY 25 PM 3:40
JULIE J. ARMSTRONG
CLERK OF COURT
BY

Comes now, Defendant, who first Answers the Complaint against her and also files a Counterclaim against Plaintiff as follows:

Every item that is not specifically admitted is denied and strict proof thereof is demanded.

I. ANSWERS TO THE ALLEGATIONS OF THE COMPLAINT

1. Defendant Meisner is without information sufficient to admit or deny §1 of Complaint.

2.Defendant denies No. 2 of Complaint. As shown by Exhibit A, Aurora Bank FSB is now claiming to be the servicer of the Mortgage as shown by the letter from Aurora Loan Services.

3. Defendant admits No. 3 of Complaint.

4. No. 4 of Complaint is irrelevant as there is no judgment creditor-defendant in this case.

5. Defendant admits No. 5 of Complaint.

6.Defendant admits No. 6 of Complaint that she signed a promissory note to non-party, indispensable party Lehman Brothers Bank, FSB.

7. Defendant admits No. 7 of Complaint that she signed a mortgage to non-party, indispensable party Mortgage Electronic Registration System, Inc. "MERS."

8. Defendant admits §8 of Complaint.

9. Defendant without information sufficient to admit or deny §9 of Complaint and therefore, denies same, and demands strict proof.

10. Defendant denies that this mortgage (and certainly not the Note) that is the subject of this action was validly assigned as alleged in No. 10 of Complaint.

11. Defendant denies No. 11 of Complaint and is still interested in a modification if it is legally possible for Plaintiff and new indispensable party, Aurora Bank FSB,

the new servicer of this Mortgage, to comply with the May 2, 2011 Administrative Order of Chief Justice Toal.

12. Defendant is without information sufficient to admit or deny No. 12 of Complaint as the Plaintiff has not itemized any alleged damages.

13. No. 13 of Complaint is not relevant as this property is the primary residence of the Defendant.

14. Defendant is without information sufficient to admit or deny §14 of Complaint as the investor of this mortgage may still be in a status of being paid by some sort of insurances. Therefore, Defendant denies same and demands strict proof thereof. Also, Defendant denies that she is in default to the Plaintiff.

15. Defendant is without information sufficient to admit or deny §15 of Complaint.

16. Defendant admits No. 16 of Complaint that Plaintiff has waived deficiency in this case.

II. AFFIRMATIVE DEFENSE ONE- FAILURE TO JOIN NECESSARY PARTIES- MOTION TO DISMISS RULE 12-B-7

17. Defendant repeats §1-16 of this Answer as if retyped verbatim right here.

18. The following are necessary parties in this case and must be joined to this case; otherwise the case should be dismissed:

A. Aurora Bank FSB- As of July 1, 2011, they have been the servicer and therefore are the real party in interest, not Plaintiff.

19. Failure to join Aurora Bank FSB as a party to this action will expose Defendant to double liability. The Defendant requests that this Court determine whether joinder of Aurora Bank FSB is feasible. If it is feasible, Defendant moves that they be joined to this action. If not, Defendant moves that this case be dismissed.

III. AFFIMRATIVE DEFENSE TWO- INVALID ASSIGNMENTS- LACK OF STANDING

20. Defendant repeats §1-19 of this document as if retyped verbatim right here.

21. The Assignments of Mortgage in this action which are referred to in Plaintiff's Return to Motion to Dismiss, dated April 22, 2011 that purport to give the

Plaintiff standing to sue in this case are defective as a matter of law as non-party Mortgage Electronic Registration Systems, Inc. ("MERS") (one assignment to them and one assignment from them to the Plaintiff) has no legal authority, as "nominee", to transfer anything to anyone or to themselves, including the Plaintiff herein, and thus the Plaintiff lacks legal standing to institute this action.

IV. AFFIRMATIVE DEFENSE THREE- NOTE AND MORTGAGE HAVE BEEN SPLIT

22. Defendant repeats §1-21 of this document as if retyped verbatim right here.

23. The Note that is the subject of this matter was signed in favor of Lehman Brothers, FSB. The Mortgage that is the subject of this action was assigned to non-party MERS and then assigned from MERS to Plaintiff.

24. Ownership of the Note and Mortgage have been split forever and therefore, the Mortgage is unenforceable. Per ***Carpenter v. Longan, 16 Wall. 271, 83 U.S. 271, 275, 21 L.Ed. 313 (1872)*** the mortgage, the Security Instrument follows the Note, the Debt Instrument. Therefore, this Note is unsecured and separated from the Note keeping the Plaintiff from validly foreclosing on the Mortgage.

V. AFFIRMATIVE DEFENSE FOUR- SETOFF- INSURANCE

25. Defendants Repeats and re-allege all paragraphs of §1-24 of Answer as if fully set forth verbatim herein

26. Defendant asserts that Plaintiff is nothing more than a servicer for a securitized mortgage loan trust, and that in connection with the formation thereof and pursuant to applicable rules and regulations of the Securities and Exchange Commission, one or more insurances was/were placed on the loan the subject hereof in connection therewith. Such

insurances, and other credit enhancements available to the securitized mortgage loan trust, provide benefits on default by the borrower with no recourse or subrogation against the borrower. To the extent that any benefits were paid on default as a result of available credit enhancements or other insurances, Defendant is entitled to a setoff as to any amounts claimed due by Plaintiff herein.

VI. AFFIRMATIVE DEFENSE FIVE UNCLEAN HANDS

27. Defendants Repeats and re-allege all paragraphs of §1-26 of Answer as if fully set forth verbatim herein

28. Defendant alleges that Plaintiff has unclean hands and should not be allowed to prosecute this case based on their unclean hands.

VII. AFFIRMATIVE DEFENSE SIX- INVALID ASSIGNMENT

29. Defendant repeats §1-24 of this Answer as if retyped verbatim right here.

30. The assignment of Mortgage in this matter in 2011 from MERS, Inc pretending to act on behalf of Lehman Brothers, FSB is invalid as Lehman Brothers' parent company, Lehman Brothers, Inc., was in bankruptcy at the time. There is no evidence that the Bankruptcy Court approved the Assignment of Mortgage of this matter.

VIII. RESERVATION OF DEFENSES

31. Defendant repeats §1-30 of this document as if retyped verbatim right here and reserves the chance to

VIII. COUNTERCLAIM- QUIET TITLE

32. Defendant repeats §1-31 of Answer as if retyped verbatim right here.

33. The answering Defendant, as Counter-Plaintiffs, counterclaim against the Counter-Defendant Aurora Loan Services, LLC, for Declaratory and Injunctive Relief, and state as follows in support thereof:

A. Parties and Jurisdiction

1. This is an action for declaratory and injunctive relief which is properly within the jurisdiction of this Court as provided by applicable statutes and rules of court.
2. Counter-Plaintiffs are and were at all times material *sui juris* residents of the State of South Carolina over the age of eighteen (18) and who are the legal owners of the residential real property the subject of this action located at located at 31 Sand Dollar Drive, Isle of Palms, South Carolina 29451 (hereafter the "Property").
3. All transactions and occurrences material hereto took place in or were substantially intended to effect real property within Charleston County, South Carolina making jurisdiction and venue proper.

B. Material Facts Common to All Counts

4. On or about October 10, 2007, Counter-Plaintiffs executed a note and mortgage in favor of non-party Lehman Brothers Bank, FSB (hereafter the "mortgage loan").

5. At some point in time unknown to the Counter-Plaintiffs, the mortgage loan was sold, in parsed fashion, to one or more third parties.

6. On or about February 3, 2011, Counter-Defendant instituted the instant foreclosure action.

7. Counter-Defendant produced two alleged "Assignments of Mortgage" by which non-party MERS received and then purported to assign the Mortgage and Note to the named Plaintiff herein.

8. The purported Assignment is defective as a matter of law as MERS has no legal authority, as "nominee", to transfer anything, and thus the true owner and holder of the Note and Mortgage are unknown. Rule 17(a), South Carolina Rules of Civil Procedure require that "every action shall be prosecuted in the name of the real party in interest."

COUNT I: DECLARATORY RELIEF

9. Counter-Plaintiffs reallege and reaffirm paragraphs 1 through 8 hereinabove as if set forth more fully hereinbelow.

10. This is an action for declaratory relief which is brought pursuant to SC Code. 15-53-10 *et seq.*

11. Pursuant to SC Code 15-53-20, this Court has the power and authority to declare rights, status, and other legal relations whether or not further relief is or could be claimed.

12. Pursuant to SC Code 15-53-30, any person interested under, *inter alia*, a deed or written contract or other writings constituting a contract or whose rights, status, or other legal relations are affected by a contract may have determined any question of construction or validity arising under the contract and obtain a declaration of rights, status, or other legal relations thereunder.

13. SC Code 15-53-130 provides that the chapter is declared to be remedial and its purpose to settle and afford relief from uncertainty and insecurity with respect

to rights, status, and other legal relations, and is to be liberally construed and administered.

14. Counter-Plaintiffs and Counter-Defendant are "persons" within the meaning of SC Code 15-53-30.

15. Counter-Plaintiffs are persons who have an interest under a deed to the Property and the mortgage loan contract and whose rights and status have been affected by the Counter-Defendant's actions. Counter-Plaintiffs are thus entitled to have determined the question of their rights and status as to the Property and in connection with the mortgage loan, and obtain a declaration of rights and status with respect thereto.

16. SC Code 15-53-60 provides that the enumeration in SC Code 15-53-30 to 15-53-50 does not limit or restrict the exercise of the general powers conferred in SC Code 15-53-20 in any proceeding where declaratory relief is sought in which a judgment or decree will terminate the controversy or remove the uncertainty.

17. Counter-Plaintiffs have requested further relief in the form of injunctive and other relief. SC Code 15-53-120 provides that further relief based on a declaratory judgment or decree may be granted whenever necessary or proper, and that the application for such relief shall be made to a court having jurisdiction to grant the relief. This Court has such jurisdiction.

18. As set forth above, Counter-Plaintiffs' rights and legal status as to the Property and under the mortgage loan contract have been affected by the Counter-Defendant's actions in seeking to foreclose on the Property through a legally faulty and ineffective "Assignments Of Mortgage".

19. Counter-Plaintiffs thus request that this Court issue and decree that Counter-Defendant has no legal interest in either the note or the mortgage, and that thus Counter-Defendant does not possess the requisite legal standing to institute a foreclosure.

20. As the disposition of this claim necessarily involves the determination of an issue of fact, SC Code 15-53-90 provides that such issue and determination may be tried and determined in the same manner as issues of fact are tried and determined in other civil actions in this Court.

21. Counter-Plaintiffs also request, pursuant to SC Code 15-53-100, that they be awarded their costs as are equitable and just.

WHEREFORE, having fully Answered the Complaint against her and filed her Counterclaim against Plaintiff, Defendant Meisner moves for the following relief against Plaintiff:

A. Dismissal of this action with prejudice.
B. A declaration that the Plaintiff is not the holder in due course for the note and/or the mortgage or the real party in interest and therefore, not legally entitled to foreclose on the property the subject of this action.
C. Costs of this action awarded to these Defendants.
D. Any other such relief this Court deems prudent, just and proper.

WHEREFORE, Counter-Plaintiffs having fully complained of Counter-Defendants herein, Counter-Defendants pray from this Court:

A decree that the Counter-Defendant has no legal interest in either the note or the mortgage, and that thus Counter-Defendant does not possess the requisite legal standing to institute a foreclosure, with Counter-Plaintiffs requesting such relief for the reasons set forth, and for any other and further relief which is just and proper including any attorneys' fees and costs as permitted or provided by law.

William H. Sloan
Sloan Law Firm, PA
Post Office Box 85
Summerville, SC 29484
(843) 873-7531
Attorney for Defendant
sloanlawfirm@yahoo.com
May 25 2012

STATE OF SOUTH CAROLINA COUNTY OF CHARLESTON Aurora Loan Services, LLC, PLAINTIFF, vs. Rhonda Lewis Meisner, DEFENDANT.	IN THE COURT OF COMMON PLEAS CASE NO.: 2011-CP-10-812 **PLAINTIFF'S REPLY TO DEFENDANT'S ANSWER AND COUNTERCLAIM**

FILED
2011 JUL 19 PM 4:33
JULIE J. ARMSTRONG
CLERK OF COURT

Plaintiff, by undersigned counsel, hereby submits its Reply to the Answer and Counterclaim ("Answer") filed by Rhonda Lewis Meisner ("Defendant"). In support of its Reply, Plaintiff states as follows:

1. Unless expressly admitted herein, Plaintiff denies each and every allegation in the Answer.

2. Each allegation of the Complaint in this matter is hereby incorporated by reference. Plaintiff denies any factual allegation in the Answer inconsistent therewith and demands strict proof.

3. Plaintiff craves reference to the public records of Charleston County, South Carolina, for the subject documents of Plaintiff's action, and denies anything inconsistent therewith.

4. To the extent paragraphs 1 through 5 of the Answer require a response, Plaintiff denies same and demands strict proof.

5. Plaintiff denies paragraph 6 of the Answer to the extent that it can be construed to allege that Lehman Brothers Bank, FSB is an indispensable party to this action.

6. Plaintiff denies paragraph 7 of the Answer to the extent that it can be construed to allege that Mortgage Electronic Registration System, Inc. ("MERS") is an indispensable party to this action.

7. To the extent paragraphs 8 through 10 of the Answer require a response, Plaintiff denies same and demands strict proof.

8. Plaintiff denies paragraph 11 of the Answer to the extent that it can be construed to allege that Aurora Bank FSB is an indispensable party to this action.

9. To the extent paragraphs 12 through 17 of the Answer require a response, Plaintiff denies same and demands strict proof.

10. Plaintiff has insufficient information to admit or deny the allegations in paragraph 18 (A) of the Answer regarding the status of Aurora Bank FSB as servicer of the subject loan; therefore denies same and demands strict proof. Further responding, Plaintiff avers that the subject mortgage was assigned to Plaintiff, which is the real party in interest. Aurora Bank FSB in not an indispensable party to this action. Plaintiff denies all remaining allegations in paragraph 18 demands strict proof.

11. Plaintiff denies paragraph 19 of the Answer and demands strict proof.

12. To the extent paragraph 20 of the Answer requires a response, Plaintiff denies same and demands strict proof.

13. Paragraph 21 of the Answer appears to state legal conclusions for which no response is required; to the extent that a response is required, Plaintiff craves reference to applicable South Carolina law and denies anything inconsistent therewith. Plaintiff denies all remaining allegations in paragraph 21 and demands strict proof.

14. To the extent paragraph 22 of the Answer requires a response, Plaintiff denies same and demands strict proof.

15. Plaintiff admits paragraph 23 of the Answer only to the extent its allegations are consistent with paragraphs 6, 7, and 10 of the Complaint; denies all remaining allegations and demands strict proof.

16. Paragraph 24 of the Answer appears to state legal conclusions for which no response is required; to the extent that a response is required, Plaintiff craves reference to applicable South Carolina law and denies anything inconsistent therewith. Plaintiff denies all remaining allegations in paragraph 24 and demands strict proof.

17. To the extent paragraph 25 of the Answer requires a response, Plaintiff denies same and demands strict proof.

18. Plaintiff has insufficient information to admit or deny the allegations in paragraph 26 of the Answer; therefore denies same and demands strict proof.

19. To the extent paragraphs 27 and 29 of the Answer require a response, Plaintiff denies same and demands strict proof.

20. Plaintiff denies paragraphs 28 and 30 of the Answer and demands strict proof.

21. Plaintiff notes that paragraph 31 of the Answer appears to be incomplete and states no recognizable defense. To the extent paragraph 31 requires a response, Plaintiff denies same and demands strict proof.

FOR A FIRST DEFENSE TO THE FIRST CAUSE OF ACTION
(Quiet Title/Declaratory Judgment)

22. Plaintiff reasserts the foregoing statements as if set forth at length herein.

23. To the extent paragraphs 32 and 33 of the Answer require a response, Plaintiff denies same and demands strict proof.

24. Plaintiff notes that the remaining paragraphs of the Answer are renumbered after paragraph 33, beginning with paragraph 1; Plaintiff responds accordingly.

25. Paragraph 1 of the Answer appears to state legal conclusions for which no response is required; to the extent that a response is required, Plaintiff craves reference to applicable South Carolina law and denies anything inconsistent therewith.

26. Paragraph 2 of the Answer appears to state legal conclusions for which no response is required; to the extent that a response is required, Plaintiff craves reference to applicable South Carolina law and denies anything inconsistent therewith. Plaintiff admits so much of paragraph 2 as can be construed to allege that Defendant is has an interest in the subject property located at located at 31 Sand Dollar Drive, Isle of Palms, South Carolina 29451. Plaintiff has insufficient information to admit or deny the remaining allegations of paragraph 2; therefore, denies same and demands strict proof.

27. Plaintiff admits paragraph 3 of the Answer.

28. Plaintiff admits paragraph 4 of the Answer only to the extent its allegations are consistent with paragraphs 6, 7, and 10 of the Complaint; denies all remaining allegations and demands strict proof.

29. Plaintiff admits paragraph 5 of the Answer only to the extent its allegations are consistent with paragraphs 6, 7, and 10 of the Complaint; denies all remaining allegations and demands strict proof.

30. Plaintiff admits paragraph 6 of the Answer.

31. In response to paragraph 7 of the Answer, Plaintiff craves reference to the assignment of mortgage recorded in the Office of the Register of Deeds for Charleston County in Book 178 at Page 145, and denies anything inconsistent therewith.

32. Paragraph 8 of the Answer appears to state legal conclusions for which no response is required; to the extent that a response is required, Plaintiff craves reference to applicable South Carolina law and denies anything inconsistent therewith.

33. To the extent paragraph 9 of the Answer requires a response, Plaintiff denies same and demands strict proof.

34. Paragraphs 10 through 14 of the Answer appear to state legal conclusions for which no response is required; to the extent that a response is required, Plaintiff craves reference to applicable South Carolina law and denies anything inconsistent therewith.

35. Plaintiff admits so much of paragraph 15 as can be construed to allege that Defendant is has an interest in the subject property. The remaining allegations in paragraph 15 appear to state legal conclusions for which no response is required; to the extent that a response is required, Plaintiff craves reference to applicable South Carolina law and denies anything inconsistent therewith.

36. Paragraphs 16 and 17 of the Answer appear to state legal conclusions for which no response is required; to the extent that a response is required, Plaintiff craves reference to applicable South Carolina law and denies anything inconsistent therewith.

37. Plaintiff denies paragraphs 18 through 21 of the Answer and demands strict proof.

FOR A FURTHER DEFENSE TO DEFENDANT'S COUNTERCLAIM

38. Plaintiff reasserts the foregoing statements as if set forth at length herein.

39. Defendant has a debt due and owing to Plaintiff.

40. In order to secure the payment of the subject loan, Defendant did make, execute, and deliver to Plaintiff, its successors and assigns, a certain real estate Mortgage covering real property located in the County and State aforesaid and specifically described in said Mortgage.

41. Plaintiff and Defendant intended the subject real property to serve as security for the payment of the debt.

42. As a result, Plaintiff has an equitable lien on the property.

43. Because Defendant defaulted on the loan, Plaintiff is entitled to the relief prayed for in its Complaint.

FURTHER ANSWERING AS A COMPLETE AND AFFIRMATIVE DEFENSE

44. Plaintiff avers that Defendant's claims are barred by the doctrine of estoppel and should be dismissed with prejudice.

FURTHER ANSWERING AS A COMPLETE AND AFFIRMATIVE DEFENSE

45. Plaintiff avers that Defendant's claims are barred by the doctrine of waiver and should be dismissed with prejudice.

FURTHER ANSWERING AS A COMPLETE AND AFFIRMATIVE DEFENSE

46. Plaintiff avers that Defendant's claims are barred by the doctrine of release, and should be dismissed with prejudice.

FURTHER ANSWERING AS A COMPLETE AND AFFIRMATIVE DEFENSE

47. Defendant has failed to state facts sufficient to constitute a cause of action against Plaintiff pursuant to Rule 12(b)(6), SCRCP, and Defendant's claims should be dismissed with prejudice.

FURTHER ANSWERING AS A COMPLETE AND AFFIRMATIVE DEFENSE

48. Defendant's damages, if any, are the result of her own actions and/or omissions or the actions, omissions of individuals over whom Plaintiff exercised no control, or both.

FURTHER ANSWERING AS A COMPLETE AND AFFIRMATIVE DEFENSE

49. Defendant's claims are barred by her failure to perform certain conditions precedent under her loan agreement with Plaintiff.

FURTHER ANSWERING AS A COMPLETE AND AFFIRMATIVE DEFENSE

50. The relief requested by Defendant is barred by S.C. Code § 15-36-10.

FURTHER ANSWERING AS A COMPLETE AND AFFIRMATIVE DEFENSE

51. Plaintiff reserves the right to assert additional claims and defenses as they may become known.

WHEREFORE, Plaintiff requests that the Court dismiss the Defendant's Counterclaims with prejudice, award Plaintiff its costs and attorneys' fees, and grant such other and further relief as is just and necessary.

FINKEL LAW FIRM LLC

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Attorneys for the Plaintiff

Dated: July ___, 2012

STATE OF SOUTH CAROLINA) IN THE MASTER-IN-EQUITY COURT
COUNTY OF CHARLESTON) Case No.: 11-CP-10-812

Nationstar Mortgage, LLC,

Petitioner,

V.

Rhonda Lewis Meisner,

Respondent,

TRANSCRIPT
OF
MOTION TO RECONSIDER
BEFORE
JUDGE SCARBOROUGH

Before the Honorable Mikell R. Scarborough at the Charleston County Judicial Building, 100 Broad Street, Suite 266, Charleston, South Carolina, on Thursday, November 7, 2013, commencing at 4:27 p.m.

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APPEARANCES

For the Petitioner:

FINKEL LAW FRIM, LLC
By: MAGALIE ARCURE, Esquire
P.O. BOX 41489
CHARLESTON, SC 29423

For the Respondent:

PIERCE, HERNS, SLOAN & MCLEOD, LLC
By: ALLAN P. SLOAN, III, Esquire
P.O. BOX 224347
CHARLESTON, SC 29413

THE COURT: Y'all are here on a Nationstar versus Miesner Case. Mr. Sloan, you have a Motion to Reconsider?

MR. SLOAN: Yes, Your Honor. On behalf of Ms. Miesner.

THE COURT: Sure. Go ahead.

MR. SLOAN: Thank you, Your Honor. I will be brief. A few things to cover, and Ms. Miesner is going to address the Court as well on some other issues. But quickly I'm going to address some points that I refer to in my brief, which is filed and sent to counsel.

The Plaintiff, during the discovery process, admitted after our investigation that actual owner --

THE COURT: Go ahead. I'm sorry.

MR. SLOAN: I thought you were going to ask a question. Wells Fargo, Trustee with a structured adjustable rate mortgage loan trust, mortgage passed the certificate Series 2007-11, is the actual owner of the note and mortgage.

THE COURT: You just told me Wells Fargo was the Trustee; right?

MR. SLOAN: Wells Fargo is the Trustee for the structured Trustee for --

THE COURT: The underwriters.

MR. SLOAN: Yes, Your Honor. That's correct.

THE COURT: We're trying a case like that right now. Go ahead.

MR. SLOAN: Thank you, Your Honor. Nationstar reports to be the servicer of the mortgage. The original servicer of the mortgage is actually Lehman Brothers, and then that was assigned to Aurora Loan Service who is the original Plaintiff in the case.

And during the middle of the case, there was a substitution of Plaintiff, which went through without hearing, to substitute Nationstar Mortgage, LLC, as the Plaintiff.

THE COURT: Okay.

MR. SLOAN: Your Honor, there is no evidence as to Nationstar being the servicer, other than Ms. Miesner getting letters from them. There's no --

THE COURT: That would seem to be a pretty good indication.

MR. SLOAN: It would, Your Honor --

THE COURT: Is this one where we can pull up the original note? Does the original note show up?

CLERK OF COURT: It is, Your Honor.

THE COURT: Let me here from Ms. Arcure.

Ms. ARCURE: Thank you, Your Honor. I would simply point out that, in addition to the publicly-recorded assignment of the mortgage, the servicer agreement is a matter of public record. And not only that, but Ms. Miesner did get to inspect the original note and mortgage at the last hearing.

And while Ms. Miesner's memorandum in support of the Motion to Reconsider tries to distinguish the Carpenter Case (ph) from the fact of this case saying that she does not acknowledge that Nationstar is the servicer, that's irrelevant because the Statute 363301 of the South Carolina Code states that a person entitled to enforce an instrument means the holder of the instrument or non-holder in possession of the instrument who has the rights of the holder, or a person who possesses the instrument who is entitled to enforce the instrument pursuant to 36309, 363418. And specifically a person may be entitled to enforce an instrument even though the person is not the owner of the instrument or is in wrongful possession of the instrument.

While we're not in wrongful possession, we do have the authority to enforce the known mortgage based on the servicer agreement and by virtue of being

the holder.

THE COURT: So, you could under Sections 1 and 3; correct?

Ms. ARCURE: Yes.

THE COURT: All right. Do you want to be heard on that?

MR. SLOAN: Your Honor, while that may be true, there's no --

THE COURT: It's pretty good authority if it's under the Statute.

MR. SLOAN: I do concede that point, Your Honor. And in arguments of the summary judgment -- and I repeat now, which I attached, the Carpenter v. Longan Case. The case says that the owner -- you have to be the owner of the note and the mortgage to foreclose.

THE COURT: That's a supreme court case from 1872?

MR. SLOAN: Yes, Your Honor.

THE COURT: When did the UCC come into effect?

MR. SLOAN: It was some time after that, Your Honor.

THE COURT: 1936, wasn't it?

MR. SLOAN: I do believe that's correct, Your Honor.

THE COURT: All right. I do believe that probably trumps that argument; okay. Anything else you want to address?

Ms. Miesner, what did you want to address with me?

MS. MEISNER: Yes, sir. I actually wrote a -- the chain of title for the mortgage doesn't actually follow the affidavits. The affidavits from --

THE COURT: I don't care. I find it in standing and deny the Motion to Reconsider; okay.

MS. MEISNER: Your Honor. May I give you this?

THE COURT: Yes. You can. You can make it part of the record or appeal or do whatever you want to do. They're in possession of the original note and the original mortgage --

MS. MEISNER: No, sir. They're in possession of a note and a mortgage. But the note and the mortgage are assigned to separate legal entities.

THE COURT: All right.

MS. MEISNER: And there's no agency relationship.

THE COURT: I've heard that argument before, and I've declined it. So, I'm going to be consistent; okay. All right.

MR. SLOAN: Your Honor, just for the record, I'm asking the Court to stay the sale pending any potential appeal of Ms. Miesner.

THE COURT: Y'all can appeal all you want. You'll have to post a bond. You'll have to come to court and you need to post a bond.

MS. MEISNER: Your Honor, if I may --

THE COURT: Is this the one we tried to move the sale up for you?

MS. MEISNER: Well --

THE COURT: We moved the sale up, and y'all just buy another motion. But anyway --

MR. SLOAN: That is correct, Your Honor.

THE COURT: Okay.

MS. MEISNER: Your Honor, may I address you for a second?

THE COURT: You may.

MS. MEISNER: You did mention in the initial hearing that you wanted to try to benefit me by getting it sold in this month. If it's possible to delay until December, I have a --

THE COURT: When is it scheduled for: November 19?

MR. SLOAN: November 19 or 20, next week. A couple weeks.

THE COURT: Is this the deficiency or not?

Ms. ARCURE: No deficiency.

THE COURT: In order to do that, you will have to pay their costs. So, I don't know what your advertising costs are? That's just my practice there. So, we find out what they paid and stop it. If you want to set it next month, that's fine. If you've got a potential buyer or something like that, that's another story.

I'm glad to work with you on a sale; okay?

MS. MEISNER: Yes, Your Honor.

THE COURT: But I've issued my ruling, so.

MS. MEISNER: And I thought that you had mentioned in Court that the sale was November the 20th, and I have a mediation on the 19th. And I was going to try to come to the sale. So, that's --

THE COURT: Well, I do sales on the 1st and 3rd Tuesday. So whatever dates those are -- I think it was the 5th plus 14 equals 19. So, it'll be on the 19th. If you want to stop that sale, you'll have to pay them the ad cost for whatever has run so far.

It's probably running right now if going on on the 19th. I don't have a date in front of me. It might have just run once; it might have run twice at this point in time. Probably has not run three times.

If you could do that, and if y'all still want to sell it this month, which probably is what Ms. Arcure's client wants to do, turn right around and re-advertise for sale, if that's what you want to do; okay.

That's just the way I do it. I have taken motions to stop sales on the day of the sale. I'm happy to do it. But one of my conditions typically is, okay, I'll do it -- I forgot what the basis is? But I usually make you pay the ad cost. That's usually about a thousand dollars. Usually runs about that -- somewhere around there; okay.

I'll rule on that when you have that before me; okay? We may or may not need a hearing. Y'all see if y'all can work that out; okay.

MR. SLOAN: Your Honor, there's one more thing before the Court. Ms. Miesner may or may not decide to appeal. We have agreed, before you is a motion for me to be relieved as counsel.

THE COURT: Okay.

MR. SLOAN: May I approach, Your Honor?

THE COURT: Okay. Do you wish to be relieved?

MR. SLOAN: Yes, Your Honor.

THE COURT: Ms. Miesner, you wish to

relieve him as counsel?

MS. MEISNER: Yes, sir. Not that he hasn't done a great job.

THE COURT: He's done an excellent job. Ms. Arcure, you don't have any objections?

Ms. ARCURE: No, Your Honor.

THE COURT: All right. Ms. Miesner, I just told you what the pitfalls are. I've told you how to do that. All right, Mr. Sloan, I'll sign your order.

I've got a Form 4 denying the Motion. If y'all want anything more than that, you need to let me know.

Ms. ARCURE: Okay. And for the record, I did want to note that we did offer an affidavit of attorney's fees and costs with the Motion to Reconsider on the grounds that it was simply to relitigate the issues that we already addressed in our previous hearing. And we've requested 3 hours of time for that.

THE COURT: I'll deny that, too. Do you want my to put that in my order?

Ms. ARCURE: That's all right. I didn't think you would, but I thought I'd file it.

THE COURT: You'll get that filed?

MR. SLOAN: I'm going to take that downstairs right now, Your Honor.

THE COURT: All right.

MS. MEISNER: Your Honor, one of the reasons that I did this Motion to Reconsider is because I did receive a check from the government on the foreclosure intervention, and they found problems with the foreclosure. So, they did compensate me on November the 11th.

THE COURT: Was that enough to bring your account current?

MS. MEISNER: No, sir. But that would have been --

THE COURT: Was that pursuant to one of the attorney general's cases or something?

MS. MEISNER: Well, it was pursuant to they requested that if you were going through foreclosure intervention and you were not approved, that you could go through this government independent foreclosure review. And because they found irregularities, they did give me a check for $2,000.

THE COURT: Okay. That'll probably pay your attorney. Very good. Thank you. Good luck to all of you. I did both of those on one Form 4. If y'all want something more, let me know. And y'all work through that if you can.

(Whereupon, at 4:43 p.m., the hearing in

the above-entitled matter was concluded.)

STATE OF SOUTH CAROLINA)
)
) CERTIFICATE OF REPORTER
)
COUNTY OF CHARLESTON)

I, Christine Mullinax, Court Reporter and Notary Public, certify that I did appear before me at 4:27 p.m. on Thursday, November 7, 2013, before the Honorable Mikell R. Scarborough at the Charleston County Judicial Building, 100 Broad Street, Suite 266, Charleston, South Carolina; that the foregoing pages constitute a true and accurate transcript of the hearing given at that time and place.

I further certify that I am not of counsel or kin to any of the parties to this cause of action, nor am I interested in any manner in its outcome.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this the 22nd day of January, 2014.

Christine Mullinax
Notary Public for South Carolina
My Commission Expires: June 1, 2022

STATE OF SOUTH CAROLINA	IN THE COURT OF COMMON PLEAS
COUNTY OF CHARLESTON	FOR THE NINTH JUDICIAL CIRCUIT
NATIONSTAR MORTGAGE,	)
Plaintiff,	)
VS.	) CASE NO.:2011-CP-10-812
RHONDA MEISNER,	)
Defendants.	) ORIGINAL

Hearing before the Honorable Mikell R. Scarborough, reported by Bernadette A. Cali, CSR and Notary Public, at 2:00 p.m. on September 16, 2013 at 100 Broad Street, Charleston, South Carolina.

A P P E A R A N C E S

For the Plaintiff: Magalie A. Arcure, Esq.
Finkel Law Firm
PO Box 225
Charleston, S.C. 29402

For the Defendant: William H. Sloan, Jr., Esq.
PO Box 85
Summerville, S.C. 29484

Bernadette A. Cali, CSR
Notary Public

(Hearing commenced.)

THE COURT: Ms. Arcure, Mr. Sloan? You-all come on up. Let's move to Nationstar Mortgage versus Rhonda Meisner. We've got Ms. Magalie Arcure for the Plaintiff and Mr. William Sloan for the Defendant.

MR. SLOAN: Yes, Your Honor.

THE COURT: I assume Ms. Meisner?

MS. MEISNER: I am.

THE COURT: Very good. I had a chance to review the file before you came in. We've got some discovery requests, Motion to Compel, and I believe one other motion, from Mr. Sloan, to stay --

MR. SLOAN: Yes, Your Honor.

THE COURT: -- intervention. And then on Ms. Arcure, we have a motion for summary judgment.

Let's address -- because your motion is dispositive let's turn, Mr. Sloan, to your motion. What about the -- I've actually looked at the pleadings and the discovery request. Where do we stand? There is an initial threshold determination to be made in this case, that is whether or not this is owner-occupied property. Seems to me that's in dispute. Are we in agreement about that?

MR. SLOAN: We're in agreement that's an issue.

THE COURT: Ms. Meisner was served in Blythewood,

South Carolina. The process server says there is nobody at the address on Isle of Palms, so tell me how we get her as the resident.

MR. SLOAN: Thank you, Your Honor. Ms. Meisner's driver's license and voting registration card is the property address in this case. She is -- she doesn't own the property in Blythewood. She is just there temporarily for work issues. Her domicile is the property address. She does intend to return there and she does consider that as her home.

And for the purposes of foreclosure intervention, Your Honor, we would -- that is why we are asking this to be considered the primary residence, and if the Court needs further clarification from Ms. Meisner, she would be welcome to answer any questions that you have. Or if Ms. Arcure has any questions.

THE COURT: The practical things I look at is whether or not there is a bill showing the power is in her name, one; two, what the status of the property is relative to the taxes. In other words, legal residence. And third is process -- service of process. So the only one I know about is the service of process one and that was not favorable to her. Where do we stand with the other issues?

MR. SLOAN: May Ms. Meisner address the Court on

this?

THE COURT: Sure.

MS. MEISNER: So I do not own the house in Blythewood. That is owned by my husband. I am the only owner of the house at Isle of Palms. I do have all the bills in that name. They would not let me put the 4% in. They wouldn't -- they won't let do you that if you are currently married you can't -- you can only have one house that is getting whatever the taxation, 4% taxation.

THE COURT: Legal residence.

MS. MEISNER: That's correct, Your Honor.

THE COURT: So it's does not qualify. The home on the island does not qualify for legal resident status?

MS. MEISNER: Yes, sir; does not qualify. So that you're aware, because I don't want you to think I'm misleading. I have rented that house out weekly in the summer whenever it was possible. But my job, I sell medical equipment throughout the State of South Carolina and Georgia and in North Carolina, so I'm not at any house. This past week I was in Virginia for two nights, then Greenville for two nights. I was in -- last week I was in Asheville. I was in -- so lots of places. I think that's kind of the marriage penalty that --

THE COURT: That can change at the drop of a hat. But you keep the power on, you rent it when you can?

MS. MEISNER: Yes, sir. But I have all of my bills drafted. I did have my mortgage drafted before. I lost my job for nine months. So I've had a lot of lawsuits and things like that for -- as a result.

(Discussion off the record.)

THE COURT: Ms. Arcure, let me hear from you.

MS. ARCURE: Thank you, Your Honor. Back when Aurora was servicing this loan Mr. Sloan had filed a request to participate in foreclosure intervention. Based on that submission we did treat it as owner-occupied. She was reviewed. Denied based on failure to provide all documentation and we have filed a certification of compliance.

It's our position that there is nothing in the Administrative Order that requires multiple foreclosure intervention reviews based on the transfer of the Note and Mortgage to a new servicer which is what's happened here.

I did --

THE COURT: Let me just focus you in on the initial question which is legal residence status; owner-occupied. Do you have any information to provide other than your Affidavit of Service where she was drop

served in Blythewood, South Carolina?

MS. ARCURE: Other than the Affidavit of Service and I believe the assessor records which, again, indicate that it's at the 6% rate, that was the only documents which raised a question about that. But to the extent she's saying that is her residence, we don't have any objection to that, of course, if that's what she's asserting. But to the extent she's entitled to a second foreclosure intervention and a stay pursuant the to the Administrative Order, we oppose that because there is simply nothing in the order that requires that and, furthermore, Ms. Sloan was provided Nationstar's loss mitigation application which -- whether she's returned that to them directly I don't know, but I didn't get anything back for that. Nothing has prevented her from seeking loss mitigation with the current servicer. It's just our position that foreclosure intervention has been completed and the order's been complied with.

THE COURT: All right. Well, I'll find it's not owner-occupied. That's my finding. She was served in Blythewood, South Carolina. Her tax bills are going to Blythewood, South Carolina.

As you heard me say in the last case, you get one but not two in this state. And, unfortunately, I'm

familiar with what Charleston County does and if you could qualify for owner-occupied it would certainly be well worth your benefit to do so. But for whatever reason you can't satisfy Charleston County criteria for owner-occupied, and I think as a consequence, again, we didn't get a whole lot of guidance from the Chief Justice's order but you get one owner-occupied and this does not appear to be it. It would appear to be the property in Blythewood, South Carolina. So that way I don't even need to go down that road. I'm not planning to go there. Let's then turn to step two.

Your position to stay is going to be denied based on it's not owner-occupied. Let's turn to your other issues which have to do with mainly motions to compel. There may be something else in there but let's address those.

MR. SLOAN: Yes, Your Honor.

To make this discussion a little smoother, I did submit an order -- I did submit a brief to discuss just a few issues that I wish to address in the Motion to Compel. There was just a small number.

The first one I wanted to address to the Court is special -- is Interrogatory Number 22 in the package I submitted to both of you. The questions and the answers of Finkel law firm follow the -- do you see

where I'm at, Your Honor?

THE COURT: Is it Interrogatory Number 22?

MR. SLOAN: Yes, sir.

THE COURT: Yes, I see it. You asked for the specific source of authority granted from the original lender pertaining to the transfer out of the trustee of the bankruptcy to have to do with Leman Brothers which we're celebrating they're anniversary today, saw the president at lunch celebrating that fact. We got one issue with that. I heard you ask. I'm assuming, Ms. Arcure, you hold the original Note?

MS. ARCURE: Yes, I have the original Note and Mortgage with me today.

THE COURT: You've shown that to Mr. Sloan?

MS. ARCURE: Yes.

THE COURT: All right. There can only be one original note. The purpose behind all that is so somebody doesn't have to answer to duplicitous litigation. If there is only one note and mortgage I don't know how she would be in that. I think you've done a good job of couching the issue. There may be some interrogatories that need to be answered, but I don't know that's the one.

MR. SLOAN: Ms. Meisner did have a chance to examine the original Note. She does -- we didn't have

a chance to do that before today but she does acknowledge that is her -- that's the original Note.

MS. ARCURE: We've had them at our office. They had the opportunity to come but --

MR. SLOAN: That is true.

THE COURT: It's always impressive when they pull it out, though?

MR. SLOAN: Yes, Your Honor.

THE COURT: All right.

MR. SLOAN: I'm going to skip Request to Produce Number 4 since that's -- I see that -- those issues as nearly identical. I would skip, Your Honor, to request number 21.

The Plaintiff has admitted that Nationstar is merely the servicer of this Note and Mortgage and that the actual owner is Wells Fargo as trustee for a securitized mortgage trust. And there is nothing in the pleadings and nothing in the responses that show that Nationstar has the authority to act on behalf of Wells Fargo, comma, trustee for the securitized mortgage trust.

THE COURT: So what are you looking for?

MR. SLOAN: I'm looking for a document showing the servicing relationship between, first, Aurora and then Nationstar, between them and Wells Fargo who is acting

as the trustee, the actual owner.

THE COURT: Ms. Arcure?

MS. ARCURE: First of all, the servicing agreements are available on the SCC website, they are a matter of public record. Aurora was the previous servicer. Nationstar is the current servicer. Our initial Complaint alleged that Aurora then was acting as the mortgagee and/or holder of the Note which has continued on through.

We filed a motion to substitute based, again, on the assignment. And in the Court of Appeals decision which was issued this summer, Bank of America versus Draper, the Court has, in fact, already ruled that a servicer does have standing to enforce a note and mortgage in a foreclosure proceeding not withstanding fact that they might not be the beneficial owner of the note and mortgage, whereas here it's a trust for Wells Fargo.

So to the extent that the Motion to Compel seeks documentation as to the transfers or the standing of Nationstar to service the loan they are not relevant and/or available as a matter of public record, and given that they are the holder of the Note and Mortgage standing is not an issue of material fact.

THE COURT: Let me hear you on that. I read

through this and didn't Draper put a big hole in that argument to a large degree, Mr. Sloan? I think you made a distinction in your documents.

MR. SLOAN: I did, Your Honor. The first thing we're asking to show is -- that are not in the pleadings or in any documents, is that Nationstar has the authority to act on behalf of Wells Fargo as the trustee.

We can go ahead and get into this. Draper did say -- State Court of Appeals did say that the servicer can bring the action. However, Judge Nicholson still dismissed a very similar case where a mortgage assignment, as in this case, was filed after the complaint was filed.

Further, I respectfully dissent with the Court of Appeals in that Draper case, because in Carpenter versus Long, again the reconstruction, United States Supreme Court case, it clearly said that you have to be the owner of the note and the mortgage to bring a foreclosure action.

So I would partially distinguish the Draper case. I would partially disagree with the Draper case. I would also contend, Your Honor, that the Plaintiff hasn't showed documents nor have they plead that Nationstar has the authority to act on behalf of the

actual owner of the Note and Mortgage.

THE COURT: I understand the argument. How do we get around the fact that the original Note and Mortgage are here in the courtroom and I'm assuming were provided by Ms. Arcure's client, therefore -- once again my big concern here has more to do with your client having to respond to multiple litigation over an alleged or purported note and mortgage. In this particular instance it appears there is no alleged note and mortgage. There is the actual note and mortgage. So it takes care of one big problem. That big problem is there should not be multiple -- she should not be subject to multiple suits over those same documents if, in fact, they are here.

MR. SLOAN: Again, Your Honor, we don't contend -- we don't dispute that that is the original Note. However, we contend that there has to be an established relationship between the servicer and the owner of the Note, and I still believe that Nationstar, because of the failure to plead properly, and filing the Assignment of Mortgage after the Complaint was filed lacks the necessary standing, Your Honor.

THE COURT: I'm with you. I'll deny it on that basis. I disagree with Judge Nicholson in his ruling in that particular matter. I think the Draper case

takes care of that issue about the servicer.

MR. SLOAN: I understand.

THE COURT: That's my basis for that. What else do we have?

MR. SLOAN: There is just one more, Your Honor. We are requesting -- Request to Produce Number 55. We are asking the Court to show that Wells Fargo is the actual owner of the Note; any TARP funds that were received and applied. Just to be clear, Your Honor, we're not asking for those TARP funds as a set-off. We understand we can't ask for that. However, with Wells Fargo accepting those TARP funds they have to show how they attempted to modify the Note and Mortgage of this case, Your Honor.

I included in the materials a similar -- the exact same argument I made in a case in Colleton County which Special Referee Bennett did request the Plaintiff to -- in that case Suntrust -- to deliver evidence of the TARP funds and how they were applied to that particular loan.

THE COURT: Ms. Arcure?

MS. ARCURE: Your Honor, the Plaintiff's position in this case is that even if TARP funds were accepted they are not relevant to any of the issues in this foreclosure action, because they have not in any way

altered the contractual obligation of the parties.

To the extent that Mr. Sloan is seeking those documents they are not relevant to anything that's in controversy or related to the issues that are before the Court. So we object to them as irrelevant.

THE COURT: Tell me what it is you're getting at, because I'm not sure I fully follow the nexus you're after here.

MR. SLOAN: Your Honor, when I made that request and made this Motion to Compel that was also consistent with the admin order, which we've gotten that resolved. But still there is the equitable defense of the failure of the Plaintiff to mitigate. If they received those funds they would be in a better position to mitigate this --

MR. STONEY: This particular loan?

MR. SLOAN: Yes, Your Honor.

THE COURT: Are you telling me the TARP funds are on a loan-by-loan analysis?

MR. SLOAN: Honestly I don't know exactly how they were applied. I do know that those funds were received by Wells Fargo and there was a chance to modify the -- any damages that the Plaintiff suffered from the nonpayment of the Defendant.

THE COURT: I saw somewhere through here, and I

think it was this case, I looked at a bunch of these today, one request you-all had was to reduce the loan amount was the offer. Was that in this case?

MR. SLOAN: Not in this case, Your Honor, but that's something that Ms. Meisner would be --

THE COURT: Sure. I can't do that.

MR. SLOAN: I understand that.

THE COURT: I can't make them waive a deficiency. I think in this case I saw where they had waived the deficiency, so that may be of some benefit.

MR. SLOAN: That is correct. They did waive deficiency.

THE COURT: It might have been an earlier case today.

I don't know where that's going to help you either in that regard. I'm not sure it is relevant to this particular contractual matter.

I will say this. One of the ones -- I raised a couple of questions I had for you. I think this is Interrogatory Number 30. I think you were trying to determine whether or not this was a Fanny Mae or Freddie Mac loan.

MR. SLOAN: That is correct. I think you said it's not.

MS. ARCURE: It's not.

MR. SLOAN: They did answer that.

THE COURT: You got that one resolved? Okay. There may have been one other one but I think it had to do with who was answering the questions and whether or not they needed to be verified or not, but I think you've got -- sounds to me like you worked through that process. All right.

So I think, Mr. Sloan, you've done a good job but I don't know you've made much progress so far.

I read with interest the supporting documentation you had both Mr. Nicholson's -- Judge Nicholson's and Mr. Bennet's order but I do think that, at least my reading of Draper, holds some of that against you. That was in June 5th. All right.

Anything else from Defendant's perspective?

MR. SLOAN: May I have a quick moment?

THE COURT: Sure.

(Discussion off the record.)

MR. SLOAN: No, Your Honor. Not today.

THE COURT: All right. Let me turn then to Ms. Arcure. Your motion for summary judgment. Is that both offensive and defensive or just the defensive type?

MS. ARCURE: Both.

THE COURT: All right. Let me first hear from you

on the defensive motion, why we should dismiss any counterclaims raised.

MS. ARCURE: Yes, Your Honor. As a threshold matter, Mr. Sloan had previously filed a motion to dismiss based on Plaintiff's alleged lack of standing as well as a motion to join the original creditor and MERS and the prior servicer as parties -- necessary parties in this matter. Those were denied.

THE COURT: Didn't Judge Dennis take care of that?

MS. ARCURE: Yes, Your Honor.

To the extent they've been reworked into the counterclaim for declaratory judgment we would submit that it's the law of the case those issues have been decided again, and there is no basis in law or in fact to attempt to reallege them in a different fashion. But, nevertheless, I'm happy to address them for the Court today.

The counterclaim for lack of standing, I think we've already gone through that with the originals and the Motion to Compel.

The second for failure to join MERS and Aurora as necessary parties. Again, the Court's determination that Nationstar as servicer does have standing renders that motion moot.

The allegation there may be any set-off or other

relief under the possible acceptance of government funds or TARP funds by the Plaintiff again does not alter the contractual obligations of the parties, and to the extent that that was set forth in a declaratory judgment action it's our position that there isn't a cloud on the title. Ms. Meisner is the owner in fee simple. The filing of Plaintiff's lis pendens is privileged and does not provide a basis to quiet title.

And as far as a justiciable case or controversy, the foreclosure is the only controversy, apparently, so there isn't a cause of action that she has set forth factually or legally which would entitle her to the relief she requested.

We filed an affidavit in support of summary judgment and have an affidavit of debt to introduce today as well, which Mr. Sloan, I provided him a copy of it previously.

The exhibits that I would like to offer in support of today's motion are the Notice of Hearing, copy of the Note, copy of the Mortgage, copy of the original lenders Assignment of Mortgage to Aurora Services as servicer and a copy of the Assignment of Mortgage from Aurora to Nationstar; the filed Affidavit in support of summary judgment and the Plaintiff's Affidavit of Debt in the total amount of $900,817.29 as well as

Plaintiff's Affidavit of Attorneys Fees which are secured by the terms of the Note and Mortgage in the amount of $2300. If I may, I offer those all at once. Would that be easier?

THE COURT: That would be fine. Let me hear from Mr. Sloan first.

MR. SLOAN: May I have a quick moment, Your Honor?

THE COURT: Sure.

(Discussion off the record.)

MR. SLOAN: Your Honor, all the issues brought up in the counterclaim, they've already been addressed previously so at this time, Your Honor, as far as the defensive motion for summary judgment we don't have any additional thing to add at this time.

THE COURT: All right. It was couched in the form of a declaratory judgment action, but it included all that stuff in there; right?

MR. SLOAN: Yes, sir.

THE COURT: So as to that you're not going to contest their motion to dismiss the counterclaim; is that right?

MR. SLOAN: That is correct, Your Honor.

THE COURT: All right. Let me hear from you on their offensive foreclosure aspect of the case.

MR. SLOAN: I beg the Court's indulgence for

anything repetitive.

(pause)

MR. SLOAN: Your Honor, this is one thing we haven't brought up that I do want to preserve it on the record. The mortgage assignments in this case were filed not -- were signed not by the original creditor, Leman Brothers but rather by MERS. We would contend, Your Honor, that the Plaintiff lacks a valid mortgage assignment to bring the foreclosure action.

I've already addressed the fact that the mortgage assignment was filed after the Complaint was filed. In addition, those mortgage assignments were filed -- were signed by MERS as opposed to the original creditor and, therefore, we believe that the Plaintiff doesn't have valid possession of the Mortgage to foreclose on the basis they merely -- that they could theoretically sue on the Note. That's beyond dispute now since they brought the original Note to court.

THE COURT: And original Mortgage.

MS. ARCURE: Yes, both.

MR. SLOAN: You have the original Mortgage? Can we --

THE COURT: I heard her say that. I didn't know if you looked at it.

MR. SLOAN: I'm sorry, Your Honor. We did examine

the original Note. I did not have the original Mortgage as well.

(pause)

MR. SLOAN: I would still like to get on the record, Your Honor, that the mortgage assignments were signed by MERS and not by the original creditor, therefore, we --

THE COURT: Which was Leman Brothers?

MR. SLOAN: Right.

THE COURT: Which for all intents and purposes just disappeared about five years ago.

MR. SLOAN: Yes, sir.

THE COURT: All right. I'm with you. And your-all's debt you've got -- the motion was filed back in the spring time. You have current debt figures? That was nine hundred thousand?

MS. ARCURE: Yes.

THE COURT: What's your principle debt? 680 was in the Complaint.

MS. ARCURE: Yes, 680. Interest at the rate of -- well, adjustable rate 7.5%, and then 3.25. The total interest is $142,393.27. There is $71,697.11 in escrow advances. This is Isle of Palms taxes are what they are.

THE COURT: Substantial. Mr. Sloan, you want to

be heard on the debt figures? They've got an affidavit. This is contested litigation. I normally require in these cases the Plaintiffs to come forward and put a witness up so you can cross examine them. Let me give you this caveat, however. I think this may be something you may want to speak with your client about.

It was pointed out to me by another attorney in another firm who does a substantial amount of foreclosure work that through December of 2013 presently the law is -- well, I guess I made an adverse ruling that -- I think you get a forgiveness on your principle residence that's non-taxable. I've made the ruling it's not her principle residence. It might come back to haunt her. The Feds may have a different position than I do. I'm just telling you it could be -- I have seen that just recently because I'm setting sales out into November already and I only sell once in December, so you might want to discuss with your client the prospect of whether this would be a taxable transaction if she gets foreclosed next year as opposed to this year. That may have something to do with the timing of your-all's decision-making process here if this case is going to go to foreclosure. I'm happy to hold their feet to the fire.

As a general rule I don't grant summary judgment on the equitable matter of foreclosure of a mortgage. But it may be that I'm going to see a flurry of activity here again in a year where people scramble to get their property sold in 2013. A miracle could happen and Congress could act but as things look this morning when I left the Today Show, or whatever was on, didn't look like they were getting along too well. This has been a four-year process; '09, '10, '11, I think got extended forward two years to '12 and '13. So she may qualify as being a non-taxable transaction. $900,000 of unrealized income is going to be substantial from a tax standpoint. Put that into the mix.

MR. SLOAN: May I have a moment to --

THE COURT: Absolutely.

(Discussion off the record.)

MR. SLOAN: Your Honor, may I have a moment to confer with counsel?

THE COURT: Sure.

(Discussion off the record.)

MR. SLOAN: Thank you for the Court's indulgence. Ms. Meisner, based on what we had spoken about with the tax issue, she's ready to concede the summary judgment to get the property sold sometime in this

calendar year.

Ms. Meisner has brought to my attention, we've discussed with counsel, there is a pool that Ms. Meisner would want to have removed prior to any sale date that the Court would set.

THE COURT: It's an above ground pool, I take it.

MS. MEISNER: Actually, it's not. But it's the kind, if you're going on 26 it's kind they make one whole pool so you have to put it in the ground to use it.

THE COURT: That's the Allen Glass Company. I drive by every time I go up I-26.

MS. MEISNER: Exactly, correct.

THE COURT: Ms. Meisner, that sounds to me like it's a part of the land if it's in the ground. Sounds like it's part of the land.

MS. MEISNER: Yes, sir. I was just thinking from the standpoint of a fixture you have to put it in the land to use it but a fixture is also an intent, and if I were selling -- able to sell the property then I would be able to say, no, that light fixture doesn't go with it. But in this kind of situation it's a forced situation and I put $150,000 cash down on the property plus I paid for the pool. I mean, I put a lot of money in that property.

THE COURT: I understand. You-all might be able to resolve that. I have been setting sales for the first sale in November. I'll be glad to push that back to the second sale in November. Like the 20th or something. The 19th of November. It is prior to Thanksgiving.

My concern is if I push it back to December if something happens and it doesn't sell you're going to have that -- it's anywhere from 225 to $300,000 realization of unrealized but taxable income. It depends on whether or not your interest rate is 25% or 33%. That's a lot money to pay taxes on when you don't have any cash to pay for it.

MS. MEISNER: Yes. I guess you can't make Nationstar redo the mortgage but that's what happens when you lose your job.

THE COURT: I just don't have any authority to do that. I don't have authority to make them take a short sale and I can't make them rewrite the mortgage. I realize it's a matter of not good things. I'm sure that's not what you intended to do when you walked in here today. I've reviewed this entire file. I'm trying to find something that's productive for you in the long run.

What would make this worse is if you, in fact, do

have to pay $300,000 of taxes on something you've already coughed up $200,000 of cash on. That would really stink.

MS. MEISNER: Yes, sir.

THE COURT: I would imagine if she has an order to hand up probably it says you've been through the notice of foreclosure intervention and been denied that, so I don't guess I need to give you a written ruling if they get the result they want on the other matter. We can go forward from there.

MS. MEISNER: I will say this, not necessarily for myself because you've ruled, but when they did the foreclosure I didn't have a job at that time. So Nationstar has it now. So I do have a job now. But I'm at peace with the ruling. It's upsetting but it is life. Sometimes you lose.

THE COURT: It's frustrating. What surprised me was when I went back -- it's due for June of 2010 I think. Frankly, that kind of debt I thought it would be even higher. The adjustable rate has been to your advantage up until now.

MR. SLOAN: It's down to three and a quarter now.

(Discussion off the record.)

THE COURT: I thought the figure would be over a million bucks. That would be the tax. That's not the

realization of the income. That's the tax on it.

(Discussion off the record.)

THE COURT: Because they are forgiving the entire amount of -- the entire amount of the Defendant is being forgiven.

MS. MEISNER: Thank you, Your Honor. That's all I can say is thank you, Your Honor. Sometimes God works in mysterious ways. I've lost enough, I think. I'm done.

(Discussion off the record.)

MS. MEISNER: I really, I will tell you, I think that the big issue here is the bank's not being able to require -- not being required to actually designate a property as being bought from a securitized trust. When you think that a neighborhood is based on the local economy when, in fact, it's based on the global economy and you have people in China and India and everybody else buying in your neighborhood and you think holy spigoly I've got to buy now or I'm not ever going to be able to afford to buy. And so I think that's something that Congress needs to change, because you're not -- you think you're buying real estate but you're buying a stock.

THE COURT: I understand.

MS. MEISNER: Not that you really asked for that

soliloquy, but I just thought I would throw that out there.

THE COURT: Did you come here originally on your own or not, years ago? Is this the first time you've been to court?

(Discussion off the record.)

MS. MEISNER: In this court, yes, sir; but I am representing myself in other things that you don't even want to hear about.

(Laughter)

(Discussion off the record.)

THE COURT: I know exactly what you're saying.

MS. MEISNER: I actually, if you saw it on the internet I did put something in for Congress why it's really not appropriate the way that they've done securitized trusts. That's why Leman Brothers failed but, in any event, it changes the global economy to local economy which is counter productive for everybody. So --

THE COURT: It ain't your mama's backyard anymore.

(Discussion off the record.)

THE COURT: Thank you for coming today. Mr. Sloan you did a good job. Sorry I couldn't rule in your favor.

Ms. Arcure, if you want to hand up what you've got

I'll put it through. I'll set the date then for the 19th of November. That's my second sales date in November. If you-all come to some agreement about the pool that's great and fine. If you don't, it is what it is. We'll go from there. Probably the third of December is probably the last day I'll be selling in this year. That gives you some time.

(Discussion off the record.)

(Hands up document.)

MS. MEISNER: What were you saying about the pool? It is-what it is?

THE COURT: Unless you come to some agreement. It's your property until it's sold. I don't recommend you go burn it down.

MS. MEISNER: I would never do that.

(Discussion off the record.)

THE COURT: All right. Very good.

(Hearing concluded.)

STATE OF SOUTH CAROLINA)
) C E R T I F I C A T E
COUNTY OF CHARLESTON)

I, Bernadette A. Cali, Notary Public, do hereby certify that the within hearing was taken and transcribed by me; and that the foregoing pages are a true and accurate transcript of the within proceedings. I further certify that the persons were present as stated.

I further certify that I am not of counsel or kin to any of the parties to this action, nor am I interested in the result of the said action.

IN WITNESS WHEREOF, I have hereunto subscribed my name, this January 14, 2014.

Bernadette A. Cali, CSR
Notary Public
My Commission Expires
April 5, 2020

STATE OF SOUTH CAROLINA	)	COURT OF COMMON PLEAS
COUNTY OF CHARLESTON	)	CASE NO. 11-CP-10-812
	)	
NATIONSTAR MORTGAGE, LLC,	)	DEFENDANT MEISNER'S
Plaintiff,	)	BRIEF IN SUPPORT OF
Vs.	)	MOTION TO RECONSIDER
RHONDA LEWIS MEISNER,	)	
Defendant.	)	

FILED
2013 NOV -7 PM 3:43
JULIE J. ARMSTRONG
CLERK OF COURT

Ms. Mesiner, through her undersigned attorney, files this Brief to respectfully move before the Court to reconsider the summary judgment that was entered into in favor of Plaintiff at the previous hearing in this case based on the following reasoning:

PLAINTIFF HAS FAILED TO SHOW THE AGENCY RELATIONSHIP BETWEEN ITSELF AND THE ACTUAL OWNER OF THE NOTE-MORTGAGE

The Plaintiff admitted during the discovery process of this case that the actual owner of the Note is not them, but rather Wells Fargo, NA, as Trustee for the Structured Adjustable Rate Mortgage Loan Trust Mortgage Pass-Through Certificates Series 2007-11. Plaintiff never mentioned Wells Fargo as the owner of the Note and Mortgage in their pleadings. This foreclosure action was not brought in the name of the true owner of the Note and Mortgage, but originally Aurora Loan Services, the servicer at the time of filing. Subsequently, the Court granted Plaintiff's Motion to substitute Plaintiff making Nationstar the Plaintiff in this case without a hearing.

Plaintiff failed to show the agency relationship in any way between them (and their predecessor in interest) and the true owner of the Note and Mortgage. As the Plaintiff has failed to show its agency relationship with Wells Fargo, Trustee, Plaintiff cannot maintain this foreclosure action on behalf of them.

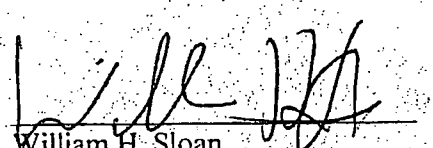
The Defendant wishes to distinguish this case from **Bank of America vs. Draper, Appellate Case No. 2012-208806, Opinion No. 5140 Filed June 5, 2013.** Draper admitted that Bank of America was servicer. Ms. Meisner, however, does not acknowledge that Nationstar is the servicer for the owner of the Note and Mortgage since:

a. The servicer of Ms. Meisner's mortgage changed in the course of this action to Plaintiff from Aurora Loan Services and

B. Neither Plaintiff nor their counsel have shown any agency relationship between themselves and the owner.

Summary Judgment was granted in this case based on there being no issue of material fact. Defendant respectfully contends that there is a genuine issue of material fact as to whether or not Plaintiff is the servicer for the real owner of the Note and Mortgage and therefore, Summary Judgment should be overturned in this case.

Respectfully submitted,



William H. Sloan
Bar No. 69630
Post Office Box 85
Summerville, SC 29484
843-873-7531
Fax 843-873-7527
Attorney for Plaintiff
~~September —~~, 2013
November 7, 2013

STATE OF SOUTH CAROLINA)
) IN THE COURT OF COMMON PLEAS
COUNTY OF CHARLESTON)
)
AURORA LOAN SERVICES, LLC) CASE NO.
Plaintiff) 2011-CP-10-812
)
v.) MOTION AND ORDER INFORMATION
) FORM AND COVER SHEET
RHONDA LEWIS MEISNER,)
X Defendant.)

Defendant's Attorney:	Defendant's Attorney:
William H. Sloan, Esq., Bar No. 69630 Address: Post Office Box 85 Summerville, SC 29484 phone: (843) 873-7531 fax: (843) 873-873-7527 e-mail: bill@sloanlawfirm.net other:	Magalie A. Arcure, Esq. Finkel Law Firm Post Office Box 71727 North Charleston, SC 29415 phone: 843-577-5460 fax: 843-577-5135 e-mail: marcure@finkellaw.com

MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III)
x 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: Motion to Reconsider Summary Judgment
Estimated Time Needed: 15mins Court Reporter Needed: ☐ YES / x NO

SECTION II: Motion/Order Type

X Written motion attached
x 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 — September 26, 2013 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, SCRCP)
☐ 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:

JUDGE'S SECTION

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

JUDGE

CODE: Date:

CLERK'S VERIFICATION Date Filed:

Collected by:
☐ MOTION FEE COLLECTED:
☐ CONTESTED – AMOUNT DUE:

SCCA/233 (11-03)

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STATE OF SOUTH CAROLINA COUNTY OF CHARLESTON NATIONSTAR MORTGAGE, LLC, Plaintiff, Vs. RHONDA LEWIS MEISNER, Defendant.	))))))))	COURT OF COMMON PLEAS CASE NO. 11-CP-10-812 MOTION TO RECONSIDER SUMMARY JUDGMENT

FILED
2013 OCT -3 AM 9:13
JULIE J. ARMSTRONG
CLERK OF COURT

Comes now, Defendant, through her undersigned, to move to Reconsider the Summary Judgment granted to Plaintiff against Defendant based on the following listed arguments below. The arguments will include, but not be limited to the following:

Summary Judgment was granted to the Plaintiff for foreclosure even though they are the servicer and not the real owner of the Note and Mortgage of this case. The Defendant respectfully contends that per **Carpenter v. Longan, 83 USC 271 (1872),** the owner of the Note and Mortgage must be the party to foreclose. The Defendant respectfully contends that ownership of the Note and Mortgage have been separated because MERS, Inc. was listed as the mortgagee while never being mentioned on the Note of this case. Further, Defendant respectfully contends that **Bank of America vs. Draper (SC Court of Appeals, June 5, 2013)** was decided incorrectly and does not reconcile with **Carpenter** which is still good law. Further, even if **Draper** was decided correctly, the Plaintiff never showed the relationship between itself and the owner of the Note, Wells Fargo, NA, as Trustee for the Structured Adjustable Rate Mortgage Loan Trust Mortgage Pass-Through Certificates Series 2007-11, which Plaintiff admitted is the owner of the Note and Mortgage in this case. The Plaintiff failed to show any servicing relationship between it and Wells Fargo.

Further arguments made by made by the Defendant prior to the Motion being scheduled and oral argument taking place.

WHEREFORE, Defendants move before this Court that:

A. Summary Judgment for Plaintiff be overturned and reconsidered and the case be scheduled for trial on all issues and ;
B. Any other relief that this Court deem prudent, just and proper.

William H. Sloan
Sloan Law Firm, PA
1055-F North Main St.
Summerville, SC 29483
(843) 873-7531
Attorney for Defendant
September 26, 2013

FILED
2013 NOV 7 PM 4:10
JULIE J. ARMSTRONG
CLERK OF COURT
BY

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF CHARLESTON

Nationstar Mortgage, LLC,

Plaintiff

vs

Rhonda Lewis Meisner,

Defendant

C.A. No. 2011-CP-10-812

PLAINTIFF'S MEMORANDUM IN SUPPORT OF MOTION TO ALTER AND AMEND JUDGEMENT PURSUANT TO RULE 59-e S.C.R.C.P.

The Defendant Rhonda Lewis Meisner (hereinafter "Ms. Meisner") respectfully submits this memorandum for the Court's review in support of the Motion to Alter and Amend Judgment pursuant to Rule 59-e S.C.R. C. P. As a preliminary matter, The letter to the Court from Ms. Arcure is substantially correct; however, there are some suppositions in the letter that require clarification. First, Ms. Arcure re-characterizes the previous arguments of the Defendant as an attack on the assignees and servicers of the loan solely. While the Defendant, Ms. Meisner does not think the servicers or the assigns have standing to foreclose, the reason is because the Principal note holder and Mortgagee do not have the right to foreclose. In South Carolina, by law, the assignees and nominees can only possess the authority and the rights that the Principal possesses primarily and confers to them secondarily. Here, neither the servicer nor the assigns have the right or authority to foreclose because the Principal does not have the right to foreclose.

The mortgage was given to Mortgage Electronic Registration Services (hereinafter "MERS") as nominee for Lehman Brothers Bank, FSB, (hereinafter "Lehman Brothers"). MERS is the mortgagee of the mortgage "solely as the nominee" for lender and lender's assigns. The language in the mortgage document does not define nominee so the plain and ordinary meaning must be applied. Black's Law Dictionary defines nominee in the following way: " [a]

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person designated to act on behalf of another usually in a very limited way" and "[a] party holds bare legal title for the benefit of others or who receives and distributes funds for the benefit of others. Black's Law Dictionary 1076 (8th ed. 2004). Legal Title is defined as [a] title that evidences ownership but does not necessarily signify full and complete ownership or a beneficial interest. *Id* at 1523. This is in contrast to Equitable Title which gives [a] title that has a beneficial interest in the property that gives the holder the right to acquire formal legal title. *Id.*

The language in the mortgage document gives MERS only "legal title" but then the document purports to expand MERS role as the nominee and purports to give the ability of MERS to act as an agent for the note holder for the purposes of foreclosure which under the laws of South Carolina require a "power of attorney". This expansion of ability to act as an agent instead of a nominee requires a "power of attorney" effected by the owner of the note when issued to someone other than the note holder. This "authority to act" must be instituted prior to closing the loan the mortgage secures, otherwise a mortgage is given to a non note holder (MERS) without a mechanism to marry the note to the mortgage which is required for foreclosure. Additionally, the mortgage discusses the rights of the note holder in the property not the rights of MERS in the property. Generally, a mortgage is un-enforceable if it is held by one who cannot enforce the security obligation. Restatement (Third) of Property, Mortgages §5.4 (c).

Representatives of MERS corporation testified to the Nebraska Supreme Court that MERS never holds notes associated with the mortgages they register; therefore, MERS is judicially estopped from changing their position now. *Mortgage Electronic Registration System, Inc. v. Nebraska Dept. of Banking and Finance* 704. N.W. 2d 784 (Neb 2005). This is the salient point that Mr. Sloan made in his motion to dismiss, without the power of attorney on file in Charleston County , SC prior to the closing of the loan, the mortgage cannot be "reassigned"

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simultaneously to new note owners even with a bare declaration asserted in the mortgage. MERS, Inc vs. Leonard F. Girdvainis, 2005-CP-43-0278 . While MERS suggests that Lehman Brothers "as a member" has already given MERS the power to act, this authority is not reflected in the document and indeed the designated powers change within the instrument itself. Additionally, once the "note" was sold to the trust as admitted by the Plaintiff, Lehman Brothers no longer owns the note and therefore Lehman Brothers and MERS is foreclosed on the prospect of additional transfers without a power of attorney to act. Lehman Brothers has given MERS via the mortgage the power to assign the mortgage and has independently sold the underlying note to a securitized trust. At this point, Lehman Brothers has been paid in full for the note once the note was purchased into the trust and lost the ability to direct the mortgage assignments via MERS. As the nominee for the lender, it is necessary for MERS to have a power of attorney on file to transfer their "legal title" to the current note holder as there is no evidence MERS has authority to act on behalf of the trust or that the mortgage was assigned to the trust as the documents presented before the Court presented by the Defendants do not reflect the mortgage assignment into the trust. Additionally, Lehman Brothers no longer retains the "mortgage instrument" e.g. the note associated with the mortgage. This requirement of an agency relationship is long and well understood in South Carolina law and the requirement that the note holder and the mortgagee be one in the same was eludicidated by the Supreme Court of the United States of America in Carpenter v. Longan. This understanding is not contradicted by Bank of America v. Draper, No 2012-208806, Op. No. 5140 (Ct. App. June 5, 2013.) The Draper decision discussed the right of a servicer to foreclose; however, it was specifically referenced by the Draper Court that (providing a transfer of an instrument vests in the transferee **any rights** the transferor had). see S.C. Code Ann §36-3-203(b). The Draper court concluded the assignment of a note secured

by a mortgage carries with it an assignment of the mortgage. Here, the argument does not contradict Draper, because Draper did not consider the separate paths of the note and the mortgage except for referencing U.S. Bank Trust Nat'l Ass'n v. Bell 385 S.C. 364, 374 684 S.E. 2d 199, 204 (Ct. App. 2009) which stated " a mortgage and note are separate securities for the same debt, and a mortgagee who has a note and a mortgage to secure a debt has the option to either bring an action on the note or pursue foreclosure." Here, Plaintiff's have pursued foreclosure but if the mortgage was transferred to the note owner Wells Fargo Bank, na as Trustee for Lehman Brothers series 2007-11 (the Trust) it was not recorded as required by South Carolina law. Additionally, there is no evidence to suggest if the mortgage was transferred to the Trust that the mortgage and note was properly transferred from the Trust to Aurora Bank, FSB and then to Nationstar Mortgage, LLC because there is no authority to transfer the mortgage out of the Trust.

[T]he assignment of the note secured by a mortgage carries with it an assignment of the mortgage, but ...the assignment of the mortgage alone does not carry with it an assignment of the note." Hahn v. Smith 157 S.C. 157, 167, 154 S.E. 112, 115 (1930) also see Ballou V. Young 42 S.C. 170, 176 20 S.E. 84, 85 (1894).

So as indicated by Ms. Arcure in her letter, Ms. Meisner, did in fact inspect the note and mortgage at the hearing as well as offer no objections to both documents being introduced into evidence to which Mr. Sloan argued that the note and Mortgage were given to two separate legal entities as described in the mortgage and the note to Lehman Brothers. The Mortgage unequivocally states that MERS in the mortgagee on the mortgage documents and describes MERS as a separate legal entity. The Court will note that neither document is issued to the same legal entity e.g. the note and mortgage were given to separate legal entities, and not the same

legal entity. As such the instruments were never "married" under South Carolina law without the prior filing of a power of attorney. This concept is consistent with the United States Supreme Court decision in Carpenter v. Longan, 83 U.S. (16 Wall.) 271, 275 (1872) stating "[w]hile the note is 'essential', the mortgage is only 'an incident' to the note." Correspondingly, if MERS is the mortgagee (as noted in the mortgage document) and is acting as a nominee (not an agent) then there must be a valid power of attorney in place prior to closing for MERS to transfer the mortgage to another note holder. Indeed, in order to participate in the securitization of the underlying note it is necessary for the mortgage to remain outside of the trust until the note has been broken up into tranches. The note was given to Lehman Brothers Holding, Inc. (hereinafter "Lehman Brothers") and the Mortgage was given to Mortgage Electronic Registration Systems (hereinafter "MERS"), each a separate and distinct legal entities. South Carolina requires that in order for companies to act on behalf of one another that a "right to act on behalf of others" be in place prior to change in ownership or legal status. MERS and Lehman Brothers claim they have a relationship with each other via membership in the "library" of mortgage ownerships that MERS maintains; however, this contractual relationship is outside the Court's view and is not in evidence in this case and therefore there is no evidence other than the mortgage to what acts MERS is allowed to do. Substituting the names of the purported legal entities clarifies that MERS and Lehman Brothers have not complied with State law. If Ms. Meisner had given a mortgage to "Aunt Salley" as nominee for "Uncle Bob" and a note to "Uncle Bob" there would be not be a dispute that under South Carolina law the act of "nominating" or creating a nominee is insufficient to establish an agency relationship between the two entities (Aunt Salley and Uncle Bob) absent a power of attorney. In fact, this example illustrates how the mortgage document is insufficient to transfer the mortgage to "others" absent the power of attorney. A

Mere declaration in a document without the corresponding witness signatures and specific instructions of the agency relationship are insufficient in South Carolina. As Mr. Sloan argued in the Motion to Dismiss, MERS is only the assignee of the mortgage not the note as explained SUPRA.

> **SECTION 30-7-30.** Release or satisfaction of lien affecting title to real estate. A release or satisfaction of the lien of any mortgage or other written instrument affecting title to real property as security for the payment of money, made or entered into by the original mortgagee, trustee or his legal representative, or any assignee under an assignment recorded as provided in Section 30-7-40 shall be good and effectual, both in law and in equity, for the protection of any subsequent purchaser for a valuable consideration of the property affected by such mortgage or other written instrument, or subsequent creditor obtaining a lien upon such property, notwithstanding any assignment or transfer of such mortgage or other written instrument or of the obligation secured thereby, unless such assignment or transfer shall have been recorded as provided in Section 30-7-40 or such purchaser or creditor shall have had actual notice thereof before such purchaser or lien creditor acquired any interest in or claim upon the real estate so encumbered.

Additionally, once Lehman Brothers sold the "note" to the Securitized trust the underlying payment of the note by the trust satisfied Lehman Brothers interest in the mortgage as the principal and required filing a satisfaction of the debt or assignment of the mortgage which was not done. The South Carolina Supreme Court has made it clear in the Matrix Financial Service Corp. v. Fraser et. al OP. No. 26859 (S.C. Sup. Ct filed August 2010) decision that banks that violate South Carolina law do so at their own peril as those mortgages will not be enforceable. The Supreme Court reasoned rightly that you cannot ignore the laws of South Carolina and then look to the law for equitable relief when you have in part created your own problems by not following the law. Procedural mistakes will not be corrected by the Courts retroactively. The defect of the transfer of the note and mortgage in and out of the trust makes

foreclosure unavailable because the mortgage(deed of trust) has been separated the note evidencing the debt. Ms. Arcure misapprehends the argument for standing made by Mr. Sloan which was elucidated by the Supreme Court of the United States of America Carpenter v. Longan. It is not only the possibility of Defendants being responsible for multiple claims but also without a holder of the note and mortgage being the same entity, the holder of each security instrument could potentially enforce each instrument and therefore gain twice for their loan e.g. double their money which was not contemplated in the original agreement such as the case here. As noted in the request for admission, the note was sold originally from Lehman Brothers to a securitized trust so therefore, Lehman Brothers was paid for the note by the securitized trust. There is no evidence the mortgage was assigned/transferred into the securitized trust by way of filings in the Charleston County Registrar's office. Therefore there is no evidence before the Court that the mortgage and note are owned by the same entity giving the servicer the authority to act absent the agency relationship. While possession of the note and mortgage give the right to foreclose, both instruments must be "titled" or held by the same entity and in the same name or conversely show a power of attorney and assignment reflecting the "same path" of ownership otherwise the note is unsecured. Landmark National Bank vs. Kessler 2009 Kansas LEXIS 834 (2009).

As such the owner of the note must be the one to enforce the note. In conclusion, as Mr. Sloan argued in the motion to dismiss : "Clearly the objective of this principle is " to keep the obligation and the mortgage in the same hands **unless the parties wish to separate them.**" Restatement (Third) of Property (Mortgages) §5.4 (1997). The parties in this case never "married" the documents one to the other. The principle is justified, in turn , by reasoning that the "the debt is the principal thing and the mortgage the accessory." Id. Consequently, "[e]quity

puts the principal and the accessory upon a footing of equality, and gives the assignee of the evidence of the debt the same rights in regard to both." **Id**..... "For this reason an assignment of the debt carries with it an assignment of the mortgage but an assignment of the mortgage is a nullity."**Id. at 274, 16 Wall, 271.**

In conclusion even the servicer is required to "represent" both the note holder and the mortgagee which is not in evidence in this case.

for the above reasons the Defendant respectfully requests the foreclosure case be dismissed with prejudice.

Respectfully submitted,

Nov 7, 2013

Rhonda Meisner, Defendant
Post office Box 689
Blythewood, SC 29016
pegasus@nuvox.net
(803)960-3696

Attachments to this document:

EXHIBIT A- MORTGAGE
EXHIBIT B- NOTE
EXHIBIT C- Mortgage electronic Registration Systems, Inc. V. Frank Johnston and Ellen Johnson case attached No 420-6-09 Rdcv (Cohen, J., Oct. 28, 2009).
EXHIBIT D- letter re: Independent Foreclosure review

Paying Agent – Rust Consulting, Inc.
P.O. Box 8057
Faribault, MN 55021-9457

Independent Foreclosure Review

IMPORTANT PAYMENT AGREEMENT INFORMATION ENCLOSED

October 11, 2013

A *0700920110-01870 2*

Your payment is enclosed.

Reference Number: 0700920110
Property Address:
31 SAND DOLLAR DR
ISLE OF PALMS SC 29451

Si usted habla español, tenemos representantes que pueden asistirle en su idioma.

**SNGLP
RHONDA LEWIS MEISNER
1 CHESTER RD
BLYTHEWOOD, SC 29016

Dear Rhonda Lewis Meisner,

You were recently sent a notice that you are eligible to receive a payment as a result of an agreement between federal banking regulators and Aurora in connection with an enforcement action related to deficient mortgage servicing and foreclosure processes.

This letter includes your check. It also explains the amount of the payment, why you are receiving a payment, how to cash the check, and other important information and disclosures.

Your payment is: $2,000.00.

Why you are receiving a payment

Earlier this year, Aurora entered into an agreement with federal banking regulators—the Office of Comptroller of the Currency and the Board of Governors of the Federal Reserve System. This agreement resolved the Independent Foreclosure Review required by the regulators. Additional information about this agreement can be found at www.occ.gov and www.federalreserve.gov.

Regulators determined your payment amount based on the stage of your foreclosure process and other considerations related to your foreclosure.

How to cash the check

You must cash or deposit the check within 90 days, or the check will be void. All borrowers listed on the check must sign it to cash it.

The payment amount is final.

There is no process to appeal the payment.

Continued on reverse side

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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.
- Cashing or depositing the check may affect your taxes or public assistance benefits. Neither the paying agent —Rust Consulting, Inc., nor the regulators can advise you on tax liability or any effect on public assistance. If you have questions, you may consult a tax advisor or qualified individual or organization. You may also visit www.independentforeclosurereview.com/taxinfo for information about potentially taxable components of your payment. If required, tax documentation, such as a Form 1099, will be sent to you in January 2014.
- If you need additional help with foreclosure prevention, please contact the Homeowner's HOPE Hotline at 1-888-995-HOPE (4673) (or at www.makinghomeaffordable.gov) and they can put you in touch with a U.S. Department of Housing and Urban Development approved nonprofit organization that can provide **free assistance.**
- Please refer this letter to your attorney or authorized representative, if you are represented by an attorney or other authorized third-party representative regarding a foreclosure, bankruptcy case involving this mortgage loan, or the Independent Foreclosure Review.
- This payment does not mean that you necessarily suffered financial injury or harm.

Other disclosures

This letter is not an attempt to collect a debt or to impose personal liability for any obligation, including, without limitation, any obligation that was discharged, or is subject to an automatic stay in bankruptcy under Title 11 of the United States Code.

If you have any questions, please call the paying agent—Rust Consulting, Inc.—at 1-888-952-9105, Monday through Friday, 8 a.m. - 10 p.m. ET or Saturday, 8 a.m. - 5 p.m. ET.

Si tiene preguntas, puede llamar al número de teléfono 1-888-952-9105 para hablar con un representante.

Assistance is also available from the toll-free number in more than 200 languages, including Chinese, Korean, Vietnamese, Tagalog, Hmong, and Russian.

提供中文幫助。 Trợ giúp tiếng có bằng tiếng Việt. Pab muaj cov neeg hais lus Hmoob pab nej.

한국어 도움을 제공합니다. Available ang tulong sa wikang Tagalog. Помощь на русском языке.

Sincerely,

Paying Agent—Rust Consulting, Inc.

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STATE OF SOUTH CAROLINA COUNTY OF CHARLESTON Nationstar Mortgage, LLC, PLAINTIFF, vs. Rhonda Lewis Meisner, DEFENDANT.	IN THE COURT OF COMMON PLEAS CASE NO.: 2011-CP-10-812 **PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT**

FILED
2013 APR -2 PM 2:14
JULIE J. ARMSTRONG
CLERK OF COURT

Nationstar Mortgage, LLC ("Plaintiff") by and through its undersigned counsel, hereby moves pursuant to Rule 56 of the South Carolina Rules of Civil Procedure for summary judgment against the Rhonda Lewis Meisner ("Defendant"). In support of its motion, Plaintiff states that there are no material facts in dispute concerning Plaintiff's claims that: i). it holds a valid and enforceable note and mortgage; ii). Defendant is in default under the terms and conditions contained therein; and, iii). Plaintiff is entitled to the foreclosure of its mortgage.

Plaintiff further states that that there are no material facts in dispute concerning the Defendant's defenses or counterclaims and entry of summary judgment in Plaintiff's favor is proper.

Plaintiff reserves the right to submit supporting affidavits and/or a memorandum pursuant to applicable law at or prior to the hearing on this motion.

Respectfully submitted,

FINKEL LAW FIRM LLC

Magalie A. Arcure (S.C. Bar 78855)
Post Office Box 41489
Charleston, South Carolina 29423
Telephone: (843) 577-5460
Facsimile: (843) 577-5135
Attorneys for Plaintiff

March 29, 2013

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STATE OF SOUTH CAROLINA	IN THE COURT OF COMMON PLEAS
COUNTY OF CHARLESTON	CASE NO.: 2011-CP-10-812
Nationstar Mortgage, LLC, PLAINTIFF, vs. Rhonda Lewis Meisner, DEFENDANT.	

FILED
2013 JUN 12 PM 12:37
JULIE J. ARMSTRONG
CLERK OF COURT
BY

MEMORANDUM IN SUPPORT OF PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT ON DEFENDANT'S COUNTERCLAIMS AND FOR FORECLOSURE

Nationstar Mortgage, LLC ("Plaintiff"), by and through its undersigned counsel and pursuant to Rule 56, South Carolina Rules of Civil Procedure ("SCRCP"), respectfully submits this Memorandum in Support of Plaintiff's Motion for Summary Judgment on Defendant's Counterclaims and for Foreclosure against Rhonda Lewis Meisner ("Defendant"). Plaintiff's claims arise from Defendant's default of her obligations under a Promissory Note and Mortgage ("Note," and "Mortgage") assigned to Plaintiff. As a result of Defendant's default, Plaintiff rightfully elected to accelerate the full amount due and owing pursuant to the Note and Mortgage terms. Because there is no question of material fact, Plaintiff is entitled to judgment as a matter of law.

Specifically, Defendant is unable to substantiate her allegations that: (1) Plaintiff lacks standing to institute this foreclosure; (2) Mortgage Electronic Registrations Systems, Inc. ("MERS") and the now defunct prior servicer, Aurora Loan Services, LLC, must be joined as necessary parties; (3) Defendant is entitled to setoff for government funds allegedly accepted by Plaintiff; and (4) a justiciable case or controversy to quite title exists between the parties.

I. STATEMENT OF FACTS

On October 27, 2007, Defendant executed and delivered a promissory note in the amount of $680,000.00 and a mortgage securing said note to Lehman Brothers Bank, FSB. (Aff. In Support of Summary Judgment ¶ 2, attached as Exhibit A). On February 10, 2011, these were assigned to Aurora Loan Services, LLC. Thereafter, the subject note and mortgage were assigned to Nationstar Mortgage,

LLC[1] on June 26, 2012, present lienholder in this action. (Exh. A, ¶ 7). Both assignments of mortgage were recorded in the Charleston County Register of Deeds Office in Book 0178 at Page 45 on March 22, 2011 and in Book 0314 at Page 531 on March 5, 2013, respectively. Pursuant to the terms of the Note and Mortgage, upon default Plaintiff was entitled to elect the entire balance due and owing on the subject note and mortgage. After Defendant defaulted in her payments on July 1, 2010, Plaintiff provided Defendant with the required notices and declared the entire balance due and payable. (Exh. A, ¶ 9). Plaintiff subsequently instituted a foreclosure action against Defendant.

II. PROCEDURAL POSTURE

The Lis Pendens and Summons and Complaint were filed on February 3, 2011. Defendant was served by substitution at her residence on February 12, 2011.[2] Defendant filed a Motion to Dismiss on March 8, 2011 and supporting memorandum of law on May 14, 2012, alleging that (1) the assignment from MERS as nominee for the original creditor was invalid without a recorded power of attorney; (2) the original creditor is a necessary party to the action; and (3) MERS lacked the authority to assign the subject mortgage.

In response to Plaintiff's Notice of Foreclosure Intervention pursuant to S.C. Supreme Court Administrative Order 2011-05-02-01, Defendant filed a response requesting foreclosure intervention review on June 27, 2012. On November 18, 2011, Plaintiff filed a Certification of Compliance with Administrative Order 2011-05-02-01 on the grounds that Defendant returned incomplete documentation to be evaluated for foreclosure intervention eligibility, and Defendant failed to submit complete documentation despite multiple requests for the required items.

---

[1] Nationstar Mortgage LLC completed its acquisition of all servicing assets of Aurora Bank FSB and its subsidiary Aurora Loan Services, LLC on June 29, 2012.

[2] The affidavit of service indicates that Defendant's primary residence is 1 Chester Rd. Blythewood, SC 29016. While Defendant has sought and been reviewed for foreclosure intervention under the 5/22/11 Administrative Order, Defendant's eligibility under the Order is questionable; documents in the public record suggest that the subject property is not Defendant's principal residence and therefore exempt from the requirements of the 5/22/11 Administrative Order. (See Exh. D, Charleston County Tax Assessor Summary Report).

Thereafter, Defendant's motion to dismiss was heard on May 14, 2012, and denied on all grounds by order dated May 29, 2012.[3] Then on May 25, 2012, Defendant filed an Answer and Counterclaim, alleging that (1) Plaintiff lacks standing to institute this foreclosure; (2) Mortgage Electronic Registrations Systems, Inc. ("MERS") and the now defunct prior servicer, Aurora Loan Services, LLC, must be joined as necessary parties; (3) Defendant is entitled to setoff for government funds allegedly accepted by Plaintiff; and (4) a justiciable case or controversy to quite title exists between the parties. Plaintiff filed a Reply to Defendant's Counterclaim on July 19, 2012.

By consent of the parties and pursuant to Rule 53(b), SCRCP as amended, an order of reference was issued by the Clerk of Court and filed on June 19, 2012. On June 26, 2012, the subject note and mortgage were assigned to Nationstar Mortgage, LLC and on August 3, 2012, Defendant was sent an application to be reviewed by Nationstar Mortgage, LLC for loss mitigation[4]. By order entered October 23, 2012, Nationstar Mortgage, LLC was substituted as Plaintiff pursuant to Rules 17(a), 35(c), and 25(e), SCRCP. Subsequently, the parties engaged in written discovery. Defendant served responses to Plaintiff's request for admission on November 26, 20120 (Exh. B, Defendant's Responses to Plaintiff's Admissions), and served responses to Plaintiff's first interrogatories and request for production on March 7, 2013 (Exh. C, Defendant's Responses to Plaintiff's Interrogatories and Request for Production).

In light of the information provided in Defendant's responses to Plaintiff's discovery requests, Plaintiff now moves for summary judgment[5] on Defendant's counterclaims and on its foreclosure action. All claims are currently ripe for summary judgment.

III. SUMMARY JUDGMENT STANDARD

"Summary judgment is appropriate when it is clear that there is no genuine issue of material fact and that the moving party is entitled to a judgment as a matter of law. In ruling on a motion for summary

---

[3] The court docket incorrectly reflects this order as denying Plaintiff's motion to dismiss rather than Defendant's; Plaintiff has not filed any motion to dismiss in this action.

[4] Plaintiff's undersigned counsel did not receive any documents from Defendant in response to Nationstar Mortgage, LLC's offer of loss mitigation review.

[5] Since the filing of the instant motion, Defendant has also filed a motion to stay the action pursuant Administrative Order 2011-05-02-01.

judgment, the evidence and the inferences which can be drawn therefrom should be viewed in the light most favorable to the nonmoving party." Cafe Associates, Ltd. v. Gerngross, 305 S.C. 6, 9, 406 S.E.2d 162, 164 (1991). When a motion for summary judgment is made and properly supported, an adverse party may not rest upon the mere allegations or denials of his pleading, but must set forth specific facts showing a genuine issue of material fact exists. Rule 56, SCRCP; see also Anderson v. Liberty Lobby, Inc., 477 U.S. 242 (1986).

In order to establish a genuine issue of material fact exists, the non-moving party must show evidence upon which a finder of fact can reasonably hold in its favor. Id. Under this standard, the existence of a mere scintilla of evidence in support of a position is insufficient to withstand the summary judgment motion. Id. Likewise, conclusory allegations or denials, without more, are insufficient to preclude the granting of the summary judgment motion. Ross v. Communications Satellite Corp., 759 F.2d 355 (4th Cir. 1985).

IV. ARGUMENT

A. Plaintiff has standing to bring the foreclosure.

As a threshold matter, Defendant's various theories challenging the Plaintiff's standing in this foreclosure are irrelevant because Plaintiff is the holder of the subject note and mortgage. A mortgage and a note are separate securities for the same debt, and a mortgagee who ***has*** a note and a mortgage to secure a debt has the option to either bring an action on the note or to pursue a foreclosure action. See U.S. Bank Trust Nat. Ass'n v. Bell, 684 S.E.2d 199 (Ct. App. 2009) (emphasis added); see also Lever v. Lighting Galleries, Inc., 374 S.C. 30, 647 S.E.2d 214 (2007) ("A mortgagee who has a promissory note and a mortgage to secure a debt has the option to either bring an action on the note or to pursue a foreclosure action"). Moreover, Defendant has been provided the opportunity to inspect and review these original documents at the office of Plaintiff's undersigned counsel, but has failed to do so.

In general, it is best to have assignments of mortgages recorded in the public record, and the current trend within South Carolina's courts of equity is to require a plaintiff to have those recorded assignments in place prior to a final hearing and foreclosure sale. However, there is no requirement that

an assignment be recorded prior to filing a foreclosure action. This issue has been addressed directly by the South Carolina Supreme Court, which stated:

> The note is the principal and the mortgage is the incident that follows the note in its delivery from one person to another. When a negotiable note payable to order is indorsed generally to the payee the note and its incident pass in the commercial world by delivery.
>
> Union National Bank of Columbia v. Cook, 110 S.C. 99, __ 96 S.E.484, 486 (1918).

The same case went on to state that "[t]here is no law in this state that requires assignments of mortgages to be recorded." Id. at 487.

S.C. Code Ann. § 30-7-10 makes clear that an instrument is only required to be recorded "so as to affect the rights of subsequent creditors (whether lien creditors or simple contract creditors), or purchasers for valuable consideration without notice." Thus, the statute protects subsequent creditors or purchasers of an instrument who record an assignment; it does not require the current holder of a note to record an assignment of mortgage to receive the benefits of the security instrument. Furthermore, the statute is designed, and explicitly states, that it is for the protection of subsequent creditors, not debtors or obligors. Therefore, it cannot provide a defense to an obligor, or a basis to deny adjudication to a creditor who is the note holder.

B. MERS and the original lender are not necessary parties.

Under Rule 19(a) of the South Carolina Rules of Civil Procedure, if a person is subject to service of process and if joining that person to the action will not deprive the court of subject matter jurisdiction, the court will join that person as a party to the action if (1) in his absence complete relief cannot be accorded among those already parties; or (2) he claims an interest relating to the subject of the action and is so situated that the disposition of the action in his absence may (a) prejudice his ability to protect his interests; or (b) subject those already parties to the action to possible multiple liability. See Rule 19(a), SCRCP.

While a mortgage is an interest in real property and is not governed by out UCC, the note itself is a negotiable instrument and is covered by UCC Article 3. S.C. Code § 36-3-201(1) states, in part: "Transfer of an instrument vests in the transferee such rights as the transferor has therein..." See also,

Twelfth RMA Partners, L.P. v. National Safe Corp., 335 S.C. 635, 518 S.E.2d 44 (Ct. App. 1999) ("In South Carolina, it is well established that an 'assignee...stands in the shoes of its assignor...' When a contract is assigned, the assignee should have all the same rights and privileges, including the right to sue on the contract, as the assignor. Under the UCC in South Carolina, a '[t]ransfer of an instrument vests in the transferee such rights ass the transferor has therein.' S.C. Code Ann. § 36-3-201 (1976) (internal citations omitted).

Here, the original lender, the prior servicer, and MERS have no interest whatsoever in the subject note and mortgage, and therefore are unnecessary parties regardless of the feasibility of their joinder. Plaintiff as the holder of the subject note and mortgage possesses all rights and privileges, including the right of enforcement, thereunder. Therefore, Defendant's affirmative defense based on failure to join necessary parties fails as a matter of law.

C. Defendant is not entitled to setoff for Plaintiff's alleged receipt of government funds.

Defendant alleges she is entitled to a setoff of any government funds Plaintiff may have received in the form of insurance, and other credit enhancements available to securitized mortgage loan trusts. Defendant identified TARP[6] as a potential source of such funds in Defendant's second set of interrogatories and requests for production to Plaintiff. However, Defendant has not and cannot allege that she was a party to any contract between Plaintiff, the U.S. government, or any insurer.

Even if Defendant were to allege she is a third party beneficiary of any such contract, which she has not, Defendant cannot prove that theory. See, e.g., Hoffman v. Bank of Am., No. C 10-2171 SI, 2010 WL 2635773, at *3 (N.D. Cal. June 30, 2010); Escobedo v. Countrywide Home Loans, Inc., No. 09cv1557 BTM (BLM), 2009 WL 4981618, at *2 (S.D. Cal. Dec. 15, 2009); see also Simmons v. Countrywide Home Loans, Inc., No. 09cv1245 JAH (JMA), 2010 WL 2635220, at *5 (S.D. Cal. June 29, 2010 (dismissing claim for breach of contract based on servicer participation agreement because plaintiff had no enforceable right under the agreement).

[6] The Troubled Asset Relief Program ("TARP") is a program of the United States government created to implement programs to stabilize the financial system during the crisis of 2008. See http://www.treasury.gov/initiatives/financial-stability/Pages/default.aspx.

Defendant cannot point to any contractual obligation between the parties or to any federal and/or South Carolina authority supporting her claim for setoff of funds Plaintiff may have received from the government, an insurer, or any other third party. Therefore, Defendant's claim for setoff fails as a matter of law.

D. No justiciable case or controversy to quiet title exists between the parties.

Defendant requests that the court issue a declaration that Plaintiff has no legal interest in either the subject note or the mortgage, and alleges that Defendant is an interested person pursuant to S.C. Code Ann. §15-53-30[7].

To state a cause of action under the Declaratory Judgment Act, a party must demonstrate a justiciable controversy. See Graham v. State Farm Mut. Auto Ins. Co., 319 S.C. 69, 71 459 S.E.2d 844, 845 (citing Brown v. Wingard, 285 S.C. 478, 330 S.E.2d 301 (1985)). A justiciable controversy exists when a concrete issue is present, there is a definite assertion of legal rights and a positive legal duty which is denied by the adverse party." See Graham, at 71, 459 S.E.2d at 845 (citing Power v. McNair, 255 S.C. 150, 177 S.E.2d 551 (1970)). This requirement is satisfied by "[a]ny person interested under a deed ... written contract or other writings constituting a contract or whose rights, status or other legal relations are affected by a ... contract or franchise may have determined any question of construction or validity arising under the instrument, ... contract or franchise and obtain a declaration of rights, status or other legal relations thereunder." S.C. Code Ann. § 15-53-30 (1977); see also Rule 57, SCRCP.

Defendant asserts that Plaintiff's alleged lack of interest in the subject note and mortgage creates a justiciable controversy to quiet title. It is undisputed that Defendant has an ownership interest in the subject property. To the extent Defendant claims that the filing of Plaintiff's lis pendens created a justiciable controversy regarding the terms of the note and mortgage, that argument is without merit. A filing of a lis pendens enjoys the absolute privilege accorded to judicial proceedings. See Pond Place

[7] "Any person interested under a deed, will, written contract or other writings constituting a contract or whose rights, status or other legal relations are affected by a statute, municipal ordinance, contract or franchise may have determined any question of construction or validity arising under the instrument, statute, ordinance, contract or franchise and obtain a declaration of rights, status or other legal relations thereunder." See S.C. Code Ann. §15-53-30.

Partners v. Poole, 567 S.C.1, __ 567 S.E.2d 881, 897 (Ct. App. 2002). The filing and recording of a lis pendens is specifically authorized by statute and has no existence separate and apart from the litigation of which it gives notice. See Id.

The lis pendens mechanism is not designed to aid either side in a dispute between private parties. Rather, lis pendens is designed primarily to protect unidentified third parties by alerting prospective purchasers of property as to what is already on public record, i.e., the fact of a suit involving property. Thus, it notifies potential purchasers that there is pending litigation that may affect their title to real property and that the purchaser will take subject to the judgment, without any substantive rights. See Id. at 889; citing 51 Am.Jur.2d Lis Pendens § 2 (2000).

Further, to the extent Defendant contends the note and mortgage give rise to a justiciable case or controversy relating to ownership of the property, Defendant has not and cannot point to any authority in support of this position.

Accordingly, Plaintiff is entitled to judgment in its favor and against Defendant on this counterclaim. There is no ambiguity.

E. Plaintiff is entitled to the foreclosure.

Defendant admits that she owns the property and that she signed the note and mortgage. (Exh. B, Requests 1 and 4). Defendant admits that pursuant to the terms of the note and mortgage, interest at an adjustable rate continues to accrue on the unpaid balance from June 1, 2010. (Exh. B, Request 16). While Defendant denies the validity of the note and the mortgage and Plaintiff's right to enforce same, Defendant does not specifically deny that she failed to make all required payments due and owing under the note and mortgage. (Exh. B, Request 5). Defendant did not state with particularity any fact, circumstances, or information in support of her affirmative defenses and counterclaim. (Exh. C, Interrogatory Responses 7 and 8). Defendant could not state the factual basis for her claim of unclean hands. (Exh. C, Interrogatory Response 9). Finally, Defendant did not produce any documents support of her claims and in response to Defendant's Requests for Production. (Exh. C).

"Once the debt and default have been established, the mortgagor has the burden of establishing a defense to foreclosure such as lack of consideration, payment, or accord and satisfaction." U.S. Bank Trust Nat'l Ass'n v. Bell, 684 S.E.2d 199, 205 (Ct. App. 2008). As demonstrated above by Defendant's own admissions, the debt and default in this case are established. Further, Defendant has no valid defenses to the foreclosure. Even if he was not judicially estopped from bringing his counterclaims, those claims would not serve as defenses to the foreclosure, because the debt is valid, unsatisfied, and in default. There is no material question of fact as to this foreclosure action, and Plaintiff is entitled to judgment.

F. Even viewing the record in a light most favorable to Defendant, Plaintiff holds an equitable lien entitling it to a foreclosure on the subject property.

Plaintiff holds an equitable lien over the subject property. "For an equitable lien to arise, there must be a debt owing from one person to another, specific property to which the debt attaches, and an intent, expressed or implied, that the property serves as security for the payment of the debt." Perpetual Federal Sav. and Loan Ass'n v. Willingham, 296 S.C. 24, (Ct. App. 1988).

As shown by the note and mortgage and the testimony of Defendant, there is clearly a debt owing to Plaintiff from Defendant. As such, Plaintiff's right to foreclose upon Defendant's property is inherent: a loan was made to Defendant, Defendant signed a mortgage constituting a first lien on the Property, it was duly recorded. By the terms of the mortgage Plaintiff has the right to foreclose upon a default, and Plaintiff has the right to costs and attorney fees. No issue of material fact exists regarding the obligation of Defendant to Plaintiff, and as such summary judgment is proper.

V. CONCLUSION

For these and all the foregoing reasons, Plaintiff is entitled to summary judgment pursuant to Rule 56, SCRCP, and respectfully requests that the Court grant summary judgment in its favor as stated herein. The facts of this case and the applicable law compel that result.

Respectfully Submitted,

FINKEL LAW FIRM LLC

Magalie A. Alcure (S.C. Bar 78855)
P.O. Box 41489
Charleston, SC 29423
Main: (843) 577-5460
Facsimile: (843) 577-5135
Attorneys for the Plaintiff

Dated: June 10, 2013

STATE OF SOUTH CAROLINA	IN THE COURT OF COMMON PLEAS
COUNTY OF CHARLESTON	CASE NO.: 2011-CP-10-812
Nationstar Mortgage, LLC, PLAINTIFF, vs. Rhonda Lewis Meisner, DEFENDANT.	AFFIDAVIT IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT

Evie Nguyen, being duly sworn, deposes and says:

1. I am employed by Nationstar Mortgage, LLC("Plaintiff") and am authorized to make this affidavit on its behalf. The source of my information is my review of Plaintiff's records kept in the ordinary course of business.

2. On October 10, 2007, Rhonda Lewis Meisner("Defendant") executed a promissory note ("Note") in favor of Lehman Brothers Bank, FSB, in the original principal amount of $680,000.00.

3. Defendant was obligated to repay the principal amount borrowed, plus interest at an adjustable rate pursuant to the terms of the note, by making monthly payments. A true and correct copy of the Note is annexed hereto as Exhibit A.

4. The Note was secured by a mortgage ("Mortgage") given by the Defendant simultaneously with the execution of the Note. The property encumbered by the Mortgage is located in Isle of Palms, Charleston County, South Carolina and as is more particularly described in the Mortgage and the Lis Pendens filed by Plaintiff. It has the TMS#: 571-12-00-149 and property address of: 31 Sand Dollar Dr, Isle of Palms, SC.

5. The Mortgage was recorded in the Office of the Register of Deeds for CharlestonCounty in book 644 at page 001 on November 19, 2007. A true and correct copy of the Mortgage is annexed hereto as Exhibit B.

6. The above-referenced instrument constitutes a purchase money mortgage with the proceeds of the loan being used to purchase the property above described.A true and correct copy of the foregoing assignment of mortgage is annexed hereto as Exhibit C.

7. By virtue of an assignment of mortgage executed on February 10, 2011 and recorded in the Charleston County Register of Deeds Office in Book 0178 at Page 45 on March 22, 2011, the subject note and mortgage were assigned to Aurora Loan Services, LLC.A true and correct copy of the foregoing assignment of mortgage is annexed hereto as Exhibit D.

8. Thereafter, the subject note and mortgage were assigned to Nationstar Mortgage, LLC, the present lienholder and Plaintiff herein, by virtue of an assignment of mortgage dated June 26, 2012 and recorded in the Charleston County Register of Deeds Office in Book 0314 at Page 531 on March 5, 2013.

9. The Defendant is in default due to, among other things, the failure to pay the principal amount due and owing under the Note and Mortgage since July 1, 2010. Plaintiff sent Defendant all required notices of default. A true and correct copy of the default letter is annexed hereto as Exhibit E.

10. As of July 1, 2010, Defendant is indebted to Plaintiff in the amount of $680,000.00, exclusive of attorneys' fees and costs of this action. Interest continues to accrue on the foregoing at an adjustable rate pursuant to the terms of the Note from June 1, 2010.

11. In addition to the amounts set forth above, the loan documents provide that Plaintiff is entitled to the reimbursement of its costs and expenses.

12. Plaintiff is informed and believes that it is entitled to the immediate foreclosure of its Mortgage and the sale of the property with the proceeds of such sale to be applied against the indebtedness due and owing to Plaintiff by Defendant.

FURTHER AFFIANT SAYETH NOT.

(SIGNATURE ON NEXT PAGE)

5/7/13

Name: Evie Nguyen
Title: Assistant Secretary
Nationstar Mortgage, LLC

Sworn to before me this May 7 day of ~~April~~, 2013

MR

Notary for the State of Texas
My Commission Expires: 6/20/16

MATTHEW J. JOHNSTONE
Notary Public, State of Texas
My Commission Expires
June 20, 2016

BK J 644PG022

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EXHIBIT C

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RMC Bk: 0178 Pg: 045 : 1 of 1

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ASSIGNMENT PREP
AURORA LOAN SERVICES
P.O. Box 1706
Scottsbluff, NE 69363-1706

CORPORATE ASSIGNMENT OF MORTGAGE

Charleston, South Carolina
SELLER'S SERVICING #:0017629456 "LEISNER"
OLD SERVICING #: FO

MERS #: 100025440003933853 VRU #: 1-888-679-6377

Date of Assignment: February 10th, 2011
Assignor: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC AS NOMINEE FOR LEHMAN BROTHERS BANK, FSB, A FEDERAL SAVINGS BANK IT'S SUCCESSORS AND ASSIGNS at 1901 E VOORHEES STREET, SUITE C, DANVILLE, IL 61834
Assignee: AURORA LOAN SERVICES LLC at 2617 COLLEGE PARK, SCOTTSBLUFF, NE 69361

Executed By: RHONDA LEWIS MEISNER, MARRIED TO: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR LEHMAN BROTHERS BANK, FSB, A FEDERAL SAVINGS BANK
Date of Mortgage: 10/10/2007 Recorded: 11/19/2007 In Book/Reel/Liber: J044 Page/Folio: 001 In the County of Charleston, State of South Carolina.

Property Address: 31 SAND DOLLAR DRIVE, ISLE OF PALMS, SC 29451

KNOW ALL MEN BY THESE PRESENTS that in consideration of the sum of TEN and NO/100ths DOLLARS and other good and valuable consideration, paid to the above named Assignor, the receipt and sufficiency of which is hereby acknowledged, the said Assignor hereby assigns unto the above-named Assignee, the said Mortgage having an original principal sum of with interest, secured thereby, with all moneys now owing or that may hereafter become due or owing in respect thereof, and the full benefit of all the powers and of all the covenants and provisos therein contained, and the said Assignor hereby grants and conveys unto the said Assignee, the Assignor's beneficial interest under the Mortgage.

TO HAVE AND TO HOLD the said Mortgage, and the said property unto the said Assignee forever, subject to the terms contained in said Mortgage.

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC AS NOMINEE FOR LEHMAN BROTHERS BANK, FSB, A FEDERAL SAVINGS BANK IT'S SUCCESSORS AND ASSIGNS
On February 10th, 2011

By: _____
NANCY L. WALKER, Vice-President

WITNESS
_____
TRACI SCHNEIDER

WITNESS
_____
RHONDA GALL

STATE OF Nebraska
COUNTY OF Scotts Bluff

ON February 10th, 2011, before me, IRENE GUERRERO, a Notary Public in and for the County of Scotts Bluff County, State of Nebraska, personally appeared NANCY L. WALKER, Vice-President, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal,

_____
IRENE GUERRERO
Notary Expires: 09/14/2013

GENERAL NOTARY - State of Nebraska
IRENE GUERRERO
My Comm. Exp. Sept. 14, 2013

(This area for notarial seal)

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EXHIBIT D

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RMC Bk 0314 Pg 531 : Pg 1 *

CORPORATE ASSIGNMENT OF MORTGAGE

Charleston, South Carolina
REF #:0047629456 "MEISNER"
INVESTOR'S LOAN #: 0047629456

Date of Assignment: June 26th, 2012
Assignor: AURORA LOAN SERVICES LLC at 2617 COLLEGE PARK, SCOTTSBLUFF, NE 69361
Assignee: NATIONSTAR MORTGAGE, LLC at 350 HIGHLAND DRIVE, LEWISVILLE, TX 95067

Executed By: RHONDA LEWIS MEISNER To: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR LEHMAN BROTHERS BANK, FSB, A FEDERAL SAVINGS BANK
Date of Mortgage: 10/10/2007 Recorded: 11/19/2007 In Book/Reel/Liber: J644 Page/Folio: 001 as Instrument No.: N/A In the County of Charleston, State of South Carolina.

Property Address: 31 SAND DOLLAR DR, ISLE OF PALMS, SC 29451

For value received, the said Assignor hereby assigns and transfers to Assignee all its right, title and interest in and to said Mortgage.

AURORA LOAN SERVICES LLC
On June 26th, 2012 Effective Date: 07/01/2012

By:
BRIDGET T. PECK, Vice-President

WITNESS

WITNESS
Jayme Hallman

STATE OF Nebraska
COUNTY OF Scotts Bluff

On June 26th, 2012, before me, TERI L. SHIMP, a Notary Public in and for Scotts Bluff in the State of Nebraska, personally appeared BRIDGET T. PECK, Vice-President, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal,

TERI L. SHIMP
Notary Expires: 02/21/2013

GENERAL NOTARY - State of Nebraska
TERI L. SHIMP
My Comm. Exp. Feb. 21, 2013

(This area for notarial seal)

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158

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RMC Bk 0314 Pg 531 - Pg 1

CORPORATE ASSIGNMENT OF MORTGAGE

Charleston, South Carolina
REF #:0047629458 "MEISNER"
INVESTOR'S LOAN #: 0047629458

Date of Assignment: June 26th, 2012
Assignor: AURORA LOAN SERVICES LLC at 2617 COLLEGE PARK, SCOTTSBLUFF, NE 69361
Assignee: NATIONSTAR MORTGAGE, LLC at 350 HIGHLAND DRIVE, LEWISVILLE, TX 95067

Executed By: RHONDA LEWIS MEISNER To: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR LEHMAN BROTHERS BANK, FSB, A FEDERAL SAVINGS BANK
Date of Mortgage: 10/10/2007 Recorded: 11/19/2007 In Book/Reel/Liber: J644 Page/Folio: 001 as Instrument No.: N/A In the County of Charleston, State of South Carolina.

Property Address: 31 SAND DOLLAR DR, ISLE OF PALMS, SC 29451

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AURORA LOAN SERVICES LLC
On June 26th, 2012 Effective Date: 07/01/2012

By:
BRIDGET T. PECK, Vice President

WITNESS

WITNESS
Jayme Hallman

STATE OF Nebraska
COUNTY OF Scotts Bluff

On June 26th, 2012, before me, TERI L. SHIMP, a Notary Public in and for Scotts Bluff in the State of Nebraska, personally appeared BRIDGET T. PECK, Vice-President, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

GENERAL NOTARY - State of Nebraska
TERI L. SHIMP
My Comm. Exp. Feb. 21, 2013

TERI L. SHIMP
Notary Expires: 02/21/2013

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STATE OF SOUTH CAROLINA)
) TITLE TO REAL ESTATE
COUNTY OF CHARLESTON)

KNOW ALL MEN BY THESE PRESENTS, that Thomas J. Guldera and Dayle Guldera, (hereinafter called "Grantor"), in consideration of Eight Hundred Fifty Thousand Dollars ($850,000.00), the receipt of which is hereby acknowledged, has granted, bargained, sold, and released, and by these presents does grant, bargain, sell and release unto Rhonda L. Melsner (hereinafter called "Grantee"):

All that certain lot, piece or parcel of land, with the buildings and improvements thereon, if any, situate, lying and being on the Isle of Palms, County of Charleston, State of South Carolina, known and designated as Lot 16, Wildwood Subdivision, as shown on a Plat made by E. M. Seabrook, Inc., dated March 1, 1980, and entitled, "City of Isle of Palms, Charleston County, SC, Plat of Lots 1 – 39, Wildwood Subdivision," which Plat is duly recorded in the Office of the RMC for Charleston County, South Carolina, in Plat Book AP at Page 73. Said lot having such size, shape, dimensions, buttings and boundings as will by reference to said plat more fully and at large appear.

Subject to all easements, restrictions, and rights of way of record.

Being the same property conveyed to Sand Dollar 31, LLC by deed of Rhonda Lewis Melsner a/k/a Rhonda L. Melsner, dated December 30, 2004 and recorded on March 29, 2005 in the Office of the RMC for Charleston County in Book S-530 at Page 344.
AND TO GRANTOR BY DEED RECORDED 7/11/06 BOOK 0558 PAGE 079.
TMS # 571-12-00-149

This conveyance is made subject to Easements, Restrictions, Covenants, and Conditions of record, including matters shown on recorded plats.

Grantee's Address: 1 CHESTER RD, RUTHERFORD SC 29016-9555

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to said premises belonging or in any wise incident or appertaining;

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the Grantee, and the Grantee's heirs and assigns forever. And the Grantor do hereby bind the grantor and the grantor's heirs or successors, executors and administrators to warrant and forever defend all and singular said premises unto the Grantee and the Grantee's heirs or successors and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Aurora • Loan Services

2617 COLLEGE PARK • P.O. BOX 1706 • SCOTTSBLUFF, NE 69363-1706
PHONE: 800-550-0508 • FAX: 303-728-7648

November 20, 2009

Rhonda Lewis Meisner
PO Box 567
Isle Of Palms SC 29451-0567

RE: Loan No.:
Due Date: 10-01-09
Property Address: 31 Sand Dollar Dr
Isle Of Palms SC 29451

Dear Customer(s):

The above-referenced loan is in default. You have the right to cure this default. To cure this default, you must remit $ 8925.00 within thirty (30) days of the date of this letter to:

Overnight Delivery Services	or	U.S. Postal Delivery Services
Aurora Loan Services		Aurora Loan Services
Attn: Cashiering Dept		Attn: Cashiering Dept
10350 Park Meadows Drive		PO Box 5180
Littleton CO 80124		Denver CO 80217-5180

Any payments, charges, or other fees that become due during this thirty (30) day time period must be included with the amount provided above. Only certified funds, money orders, cashier checks or Western Union funds will be accepted. NO PERSONAL CHECKS WILL BE ACCEPTED.

If you do not bring your loan current within thirty (30) days of the date of this letter, Aurora Loan Services may demand the entire balance outstanding under the terms of your Mortgage/Deed of Trust. This amount includes, but is not limited to, the principal, interest and all other outstanding fees and costs. You may be obligated to pay for reasonable costs of collection, including but not limited to attorneys fees. Aurora Loan Services may start legal action to foreclose on the Mortgage/Deed of Trust which may result in the loss of your home and the sale of the property. Once legal action has begun you may incur additional attorney fees.

You have the right to bring your loan current after legal action has begun. You are hereby informed that you have the right to "cure" or reinstate the loan after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense you may have to acceleration and sale. Also, we are required by Section 6050J of the Tax Reform Act of 1984 to report to the IRS information in connection with abandonment, foreclosure and acquisition of the mortgaged property.

Aurora Loan Services

If arrangements to reinstate your loan were made before you received this notice, and you fulfill your obligations under those arrangements, the actions noted in this letter will not be taken (excluding attorneys fees and property inspections). If you do not fulfill your obligations under those arrangements, this notice will remain in force.

If you have any questions, please contact one of our Loan Counselors at the address above or by calling 800-550-0509.

Loan Counseling
Aurora Loan Services

Aurora Loan Services is a debt collector. Aurora Loan Services is attempting to collect a debt and any information obtained will be used for that purpose. However, if you are in bankruptcy or received a bankruptcy discharge of this debt, this communication is not an attempt to collect the debt against you personally, but is notice of a possible enforcement of the lien against the collateral property.

EQUAL HOUSING LENDER AURORA LOAN SERVICES LLC

STATE OF SOUTH CAROLINA COUNTY OF CHARLESTON	)	COURT OF COMMON PLEAS) CASE NO. 11-CP-10-812)
NATIONSTAR MORTGAGE, LLC, Plaintiff, Vs. RHONDA LEWIS MEISNER, Defendant.		) DEFENDANT MEISNER'S ANSWERS) TO REQUEST TO ADMIT FROM) PLAINTIFF)

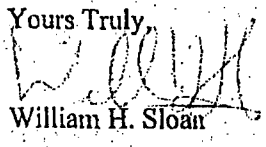
COMES NOW, Defendant, through her undersigned Attorney, to respond to the Request for Admission filed by Plaintiff in this case:

1. Admit that you own the Property.
   ADMIT
2. Admit that Exhibit A is a true and correct copy of the Note.
   ADMIT
3. Admit that Exhibit B is a true and correct copy of the Mortgage.
   ADMIT
4. Admit that you signed the Note and Mortgage.
   ADMIT
5. Admit that you have not made all the required payments due and owing under the Note and Mortgage.
   DENIED AS TO THE VALIDITY OF THE NOTE AND THE MORTGAGE AND THE RIGHT OF THIS PLAINTIFF TO ENOFRCE THIS NOTE AND MORTGAGE
6. Admit that the balance due and owing under the Note and Mortgage has not been paid in full.
   DENIED AS STATED.
7. Admit that the Plaintiff provided you a Notice of your Default.
   DENIED
8. Admit that your default arising under the Note and Mortgage have not been cured.
   DENIED
9. Admit that your Motions to Dismiss were denied by Judge Markley Dennis on May 14, 2012.
   ADMIT
10. Admit that your defenses and counterclaims are based on the same legal arguments which were adjudicated by the Order denying your Motions to Dismiss.
    DENIED- JUDGE DENNIS SIMPLY REFUSED TO DISMISS THE CASE AT THE OUTSET. JUDGE DENNIS DETERMINED NOTHING WITH FINALITY ON MAY 14, 2012.
11. Admit that you have no valid claims against the Plaintiff.
    DENIED
12. Admit that you have not suffered any damages.
    DENIED

13. Admit that you have no valid defenses to the foreclosure of the Mortgage.
DENIED
14. Admit that you failed to submit several documents requested for foreclosure intervention review despite requests for same from counsel for Plaintiff.
ADMIT
15. Admit that you are indebted to the Plaintiff as of July 1, 2010 in the principal amount of $680,000.00
DENIED
16. Admit that under the terms of the Note and Mortgage, interest at an adjustable rate continues to accrue on the unpaid balance from June 1, 2010.
ADMIT
17. Admit that under the terms of the Note and Mortgage, Plaintiff is entitled to the reimbursement of its costs and expenses, including reasonable attorney's fees.
ADMITTED ONLY TO THE EXTENT THAT THE DOCUMENTS STATE AS MUCH. DENIED AS TO THE RIGHT OF THIS PLAINTIFF TO COLLECT SAME.
18. Admit that you are not entitled to reimbursement of attorney's fees and costs.
DENIED

William H. Sloan
Bar No. 69630
Post Office Box 85
Summerville, SC 29484
843-873-7531
Fax 843-873-7527
Attorney for Plaintiff
November 16, 2012

SLOAN LAW FIRM
Yours Truly,



William H. Sloan

STATE OF SOUTH CAROLINA	)	COURT OF COMMON PLEAS
COUNTY OF CHARLESTON	)	CASE NO. 11-CP-10-812
	)	
NATIONSTAR MORTGAGE, LLC,	)	DEFENDANT MEISNER'S ANSWERS
Plaintiff,	)	TO INTERROGATORIES FROM
Vs.	)	PLAINTIFF
RHONDA LEWIS MEISNER,	)	
Defendant.		

Comes now, Defendant Meisner, through her undersigned attorney, to answer the Interrogatories filed against her by Plaintiff.

1. Give the names and address of persons known by You to be witness concerning the facts of the case, whether or not written or recorded statement have been taken from the witnesses, and who has possession of such statements. Set forth a summary sufficient to inform Plaintiff of the important facts known or observed by each witness, or provide a copy of any written or recorded statements taken from each witness.

No witnesses at this time other than the Defendant herself

2. Set forth a list of all documents in your possession and/or under your control relating to any claim or defense in this case.

None at this time other than the Assignments of Mortgage in this case

3. Set forth an itemized statement of all damages you claim to have sustained.

The damages of the Defendant cannot and/or have not been itemized. The damages relate to the title of her property and issues related to her credit report and credit score.

4. Identify all actions you took to mitigate any alleged dames you claim.

Ms. Meisner attempted to participate in foreclosure intervention as required by the Administrative Order of Chief Justice Toal in 2011.

5. List the names and address of any expert witnesses you propose to use at the trial of this case. For each expert witness listed, please give the following information:
   a. His or her area of expertise; including educational background and experience qualifying him or her as an expert in that area;
   b. Describe in detail his or her opinions and conclusions, and give the factual basis upon which each opinion and conclusion is based;
   c. The dates, captions, jurisdictions, nature and present status of all cases, actions, accidents, and claims, incidents in which each expert witness has been employed, retained and/or testified in court or in a deposition as an expert;

d. Whether or not the witness has submitted a written report or opinion concerning the subject matter of this case, the date of any such report, and the identity of the person to whom any such report was submitted.

None have been identified. Defendant reserves the right to identify and prepare an expert witness in this case at a later date closer to trial.

6. Identify each and every piece of information, document and/or tangible evidence relevant to any claim, defense, or issue in this case that has been altered, destroyed, or cannot be found, including, but not limited to, information or documents disposed or destroyed pursuant to a document retention or destruction policy. For each document, state:
   a. Whether any copy of the document exists and if so, the location of the copy and name, address and telephone number of the person in possession of the copy;
   b. The circumstances under which the document was altered, lost or destroyed;
   c. If the document was destroyed, state why it was destroyed, whether it was destroyed pursuant to a written or unwritten document retention or destruction policy; the date it was destroyed, and the name, address and telephone number of the person(s) who authorized its destruction and who actually destroyed it; and
   d. Describe all efforts made by you to locate the document or a copy thereof, and provide a name, address and telephone number of all persons who attempted to locate the document or a copy.

   Defendant is unaware of any such documents or evidence.

7. State with particularity all facts, circumstances and information supporting all affirmative defenses set forth in the Answer and Counterclaim.

   All of the information for the affirmative defenses and Counterclaim with the exception of reservation of defenses and unclean hands are stated in the body of the Answer and Counterclaim.

8. Identify the South Carolina authority supporting your contention that MERS, Inc. cannot assign mortgage for which it is the nominee of the original lender.

   South Carolina Code of Laws, §62-5-501 c
   South Carolina Code of Laws §30-7-10 et seq.

9. State with particularity all facts, circumstances, and information supporting your allegation that Plaintiff has unclean hands in this matter.

   Defendant has not yet determined the defense of unclean hands. Defendant will supplement these responses when further information has been obtained.

10. Identify by date and method all communications between you and Plaintiff regarding any loss mitigation attempts. Give a summary of each communication sufficient to inform Plaintiff of the important facts of each.

Defendant has had no communication with the new Plaintiff in this case.

11. Identify by date, amount, and method all payments that you, or any other person or entity made to Plaintiff on the Note and Mortgage.
Objection- Irrelevant and unduly burdensome

12. If you have been convicted of any crime other than a misdemeanor traffic offense, please state the crime charged, circumstances, date and location of such conviction.
Objection- irrelevant

13. Besides this lawsuit, please identify any other litigation in which you have been involved in any capacity including the name of the case, the date, the jurisdiction and the disposition of the matter.
Objection- irrelevant

14. Other than your attorney and his staff, identify all individuals with whom you have communicated regarding the Note and Mortgage and/or allegations contained in the Complaint. State the dates and substance of such conversations.
Objection other than communications with the Plaintiff's attorney during foreclosure intervention as this is irrelevant.

William H. Sloan
Bar No. 69630
Post Office Box 85
Summerville, SC 29484
843-873-7531
Fax 843-873-7527
Attorney for Defendant Meisner
March 1, 2013

STATE OF SOUTH CAROLINA COUNTY OF CHARLESTON	)	COURT OF COMMON PLEAS) CASE NO. 11-CP-10-812)
NATIONSTAR MORTGAGE, LLC, Plaintiff, Vs. RHONDA LEWIS MEISNER, Defendant.		) DEFENDANT MEISNER'S ANSWERS) TO REQUEST TO PRODUCE FROM) PLAINTIFF)

Comes now, Defendant Meisner, through her undersigned attorney, to answer the Requests to Produce filed against her by Plaintiff.

1. All documents identified in, referred to or relied upon in Your responses to Plaintiff's First Set of Interrogatories and/or Requests for Admission.
   No documents have been identified other than the South Carolina Code of Laws which Plaintiff's Attorney has access to.
2. All non-privileged documents relating in any way to any claim made by Plaintiff or any allegation, defense and/or claim in your Answer regarding the above-captioned action.
   Objection- Unduly burdensome and irrelevant.
3. All exhibits and/or documents you intend to introduce as evidence or may use as evidence at trial, deposition, or hearing in this action.
   None have been identified. Defendant will supplement this response as further information comes in.
4. All correspondence, communication, or other documentation between you and Plaintiff regarding the Property, Note and/or Mortgage.
   None
5. All documents relating to any communication between you and any other person other than your Attorney and his employees regarding the Property, Note and/or Mortgage.
   Objection- irrelevant and unduly burdensome
6. All documents relating to payments made in connection with the Mortgage, including, but not limited to, copies of receipts, mortgage statements, bank statements, cancelled personal checks, and/or electronic images of cancelled personal checks, certified check receipts, money orders, online payments transactions, and/or bank or financial statements of any account from which money was used to make payments.
   Objection- Irrelevant and unduly burdensome
7. All statements of possible witnesses, whether written or oral, summarized, or otherwise reproduced in any manner, relating to the above-captioned action.
   None that the Defendant is aware of at this time.

STATE OF SOUTH CAROLINA COUNTY OF CHARLESTON	) COURT OF COMMON PLEAS) CASE NO. 11-CP-10-812) DEFENDANT'S MOTION TO
NATIONSTAR MORTGAGE, LLC, Plaintiff, Vs. RHONDA LEWIS MEISNER, Defendant.	) COMPEL DISCOVERY))))

FILED
2013 APR -3 PM 3:42
JULIE J. ARMSTRONG
CLERK OF COURT
BY

Comes now, Defendants, through her undersigned, to move to Compel Discovery in this case based on the following:

1. Defendant served Plaintiff with the following discovery, attached as Exhibit A.
2. Exhibit A shows the responses to the discovery by Plaintiff.
3. All of the discovery requested is relevant, will lead to admissible evidence and is not unduly burdensome.
4. Defendant tried to resolve the differences with the Plaintiff in good faith prior to their filing their Motion for Summary Judgment which made the filing of this Motion necessary.

WHEREFORE, Defendants move before this Court that:

A. Defendant answer the discovery requested.
B. Motion for Summary Judgment filed by Plaintiff be denied and
C. Any other relief that this Court deem prudent, just and proper.

William H. Sloan
Sloan Law Firm, PA
1055-F North Main St.
Summerville, SC 29483
(843) 873-7531
Attorney for Defendant
April 3, 2013

Exhibit A

STATE OF SOUTH CAROLINA COUNTY OF CHARLESTON Nationstar Mortgage, LLC, PLAINTIFF, vs. Rhonda Lewis Meisner, DEFENDANT.	IN THE COURT OF COMMON PLEAS CASE NO.: 2011-CP-10-812 **SUPPLEMENTAL RESPONSES AND OBJECTIONS TO DEFENDANTS' FIRST REQUEST FOR PRODUCTION**

TO: WILLIAM SLOAN, ESQUIRE, ATTORNEY FOR DEFENDANT MEISNER:

Plaintiff Nationstar Mortgage, LLC, by its undersigned attorneys, hereby supplements its responses to Rhonda Lewis Meisner's ("Defendant") first requests for production pursuant to Rule 34 of the South Carolina Rules of Civil Procedure. Plaintiff specifically reserves the right to amend and supplement its responses as new information is made available through discovery.

GENERAL OBJECTIONS

Plaintiff objects to each request by Defendants to the extent that:

1. Defendant seeks information not relevant to the issues raised in this action and not reasonably calculated to lead to the discovery of admissible evidence;

2. Defendant seeks information already in their possession or readily available to them.

3. Plaintiff believes that Defendant has previously been provided with any document requested or has previously been given the opportunity to inspect such documents;

4. Defendant seeks information protected by the attorney-client privilege, the work product doctrine or any other protection or privilege recognized by law;

5. The requests would subject Plaintiff to undue burden or expense;

6. The requests require Plaintiff to gather information or documents which are not in the Plaintiff's possession, custody or control; and

7. The requests impose discovery obligations upon the Plaintiff beyond those specified in the South Carolina Rules of Civil Procedure.

GENERAL RESPONSE

In setting forth these responses, Plaintiff does not waive the attorney-client, work product privilege or immunity from disclosure that may attach to information called for in, or responsive to, the request. These responses are submitted by Plaintiff, without in any way waiving or intending to waive, but on the contrary intending to reserve and reserving: (a) all questions as to competency, relevancy, materiality, privilege and admissibility as evidence for any purpose, of any of the documents referred to or answers given, or the subject thereof, in any proceeding; (b) the right to object to other discovery procedures involving or relating to the subject matter of the requests herein: and (c) the right to revise, or supplement any of the responses or documents referred to herein. Without waiving the foregoing objections, Plaintiff responds as follows:

RESPONSES

4. All documents setting forth the entire chain of title to the mortgage and note the subject of this action from the original lender to the present true owner and holder of the note and mortgage pursuant to TILA (15 USC) sec. 1641(f)(2) and all documents setting forth all consideration paid or exchanged in connection with any transfer of any interest in either the Note or the mortgage.

RESPONSE #4: Plaintiff objects to this request to the extent it seeks information that is not reasonably calculated to lead to the discovery of admissible evidence. Notwithstanding the foregoing, Plaintiff refers Defendant to the Assignments of Mortgage previously produced and the recorded assignment of mortgage from Aurora Loan Services, LLC to Plaintiff attached hereto as Bates Nos: PL00385-00386.

Further responding, Plaintiff states that the subject note and mortgage were initially executed in favor or Lehman Brothers Bank, FSB, then assigned to Aurora Loan Services, LLC, then assigned to the current Plaintiff and lienholder herein Nationstar Mortgage, LLC. Assignments of mortgage for each transfer of the subject loan documents are readily available to Defendant as a matter of public record in the Charleston County Office of the Register of Deeds.

8. All policies relating to credit enhancements or insurances, including but not limited to private mortgage insurance, insurance in favor of any trustee or loan trust, mortgagee title policies, or any other insurance which provides benefits to Plaintiff or any party in privity with Plaintiff or the original lender or

successor thereto or securitized trust upon default by the borrower in connection with the mortgage loan the subject of this action.

RESPONSE #8: Plaintiff objects to this request on the grounds that it is irrelevant to any claim or defense in this action.

12. All documents demonstrating any funding of the mortgage loan the subject of this action by any certificated or uncertificated security.

RESPONSE #12: Plaintiff objects to this request on the grounds it is so vague and ambiguous, Plaintiff cannot reasonably ascertain the information sought.

Further responding, Plaintiff states that the loan extended to Defendant was used to purchase the subject real property, and Defendant intended that property to serve as security for the payment of the debt; because Defendant defaulted on the loan, Defendant therefore has a debt due and owing to Plaintiff and Plaintiff is entitled to the relief prayed for it its complaint.

46. All documents demonstrating the granting of any authority of any kind whatsoever from the original lender to MERS in any respect whatsoever.

RESPONSE #46: Plaintiff objects to this request on the grounds that it is irrelevant to any claim or defense in this action.

Further responding, Plaintiff refers Defendant to Plaintiff's initial responses to Defendant's First Interrogatories #22, #23, #28, and #29.

47. All documents demonstrating any authority of MERS to assign mortgage loans to a trust after the closing date of the trust.

RESPONSE #47: Plaintiff objects to this request on the grounds that it is irrelevant to any claim or defense in this action.

Further responding, Plaintiff refers Defendant to Plaintiff's initial responses to Defendant's First Interrogatories #22, #23, #28, and #29.

48. All documents demonstrating any authority of MERS to assign mortgage loans to a trust when the mortgage loan is in default.

RESPONSE #48: Plaintiff objects to this request on the grounds that it is irrelevant to any claim or defense in this action.

Further responding, Plaintiff refers Defendant to Plaintiff's initial responses to Defendant's First Interrogatories #22, #23, #28, and #29.

55. All documents evidencing the receipt and application of any monies received from or as a result of the Federal Trouble Assets Recovery Program (TARP) including but not limited to any request for such funds based in part on a default of the loan the subject of this action and application of any such funds toward any such default.

RESPONSE #55: Plaintiff objects to this request on the grounds that it is irrelevant to any claim or defense in this action.

Further responding, Plaintiff avers that a lender's receipt of TARP funds does not discharge a defaulting borrower of his or her contractual obligations to repay a secured debt.

FINKEL LAW FIRM LLC

Magalie A. Arcure (S.C. Bar 78855)
Post Office Box 41489
Charleston, SC 29423
Main: (843) 577-5460
Direct: (843) 576-6307
Facsimile: (843) 577-5135
Attorneys for Plaintiff

Dated: March 28, 2013

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

Nationstar Mortgage, LLC,

PLAINTIFF,

vs.

Rhonda Lewis Meisner,

DEFENDANT.

IN THE COURT OF COMMON PLEAS

CASE NO.: 2011-CP-10-812

RESPONSES AND OBJECTIONS TO DEFENDANT'S INTERROGATORIES

FILED
2013 SEP 16 PM 2:17
JULIE J. ARMSTRONG
CLERK OF COURT

TO: WILLIAM SLOAN, ESQUIRE, ATTORNEY FOR DEFENDANT MEISNER:

Plaintiff Aurora Loan Services, LLC, by its undersigned attorneys, answers Rhonda Lewis Meisner's ("Defendant") Interrogatories pursuant to Rule 33 of the South Carolina Rules of Civil Procedure.

GENERAL OBJECTIONS

Plaintiff objects to each and every interrogatory to the extent that:

1. Defendant seeks information not relevant to the issues raised in this action and not reasonably calculated to lead to the discovery of admissible evidence;

2. Defendant seeks information already in their possession or readily available to them;

3. Defendant seeks information protected by the attorney client privilege, the work product doctrine, or any other protection or privilege recognized by law;

4. A full and complete response to the interrogatories would subject Plaintiff to undue burden and expense;

5. The interrogatories require Plaintiff to gather information from documents not in Plaintiff's possession, custody or control; and,

6. The interrogatories impose discovery obligations upon the Plaintiff beyond those specified in the South Carolina Rules of Civil Procedure.

GENERAL RESPONSE

These responses are submitted by Plaintiff, without in any way waiving or intending to waive, but on the contrary reserving: (a) all questions as to competency, relevancy, materiality, privilege and admissibility as evidence for any purpose, of any of the documents referred to or responses given, or the subject thereof, in any proceeding; (b) the right to object to other discovery procedures involving or relating to the subject matter of the requests herein answered; and, (c) the right to revise or supplement any of the responses or documents referred to herein. Without waiving the objections above, Plaintiff responds as follows:

RESPONSES TO STANDARD INTERROGATORIES

1. Give the names and addresses of persons known to the parties or counsel to be witnesses concerning the facts of the case and indicate whether or not written or recorded statements have been taken from the witnesses and indicate who has possession of such statements.

RESPONSE #1: Subject to the foregoing general objections, Plaintiff states that other than the Defendant, Plaintiff has not identified specific witness(es) at this time. Plaintiff reserves the right to name a witness(es) at a later date. Plaintiff is not in possession of any written or recorded statements.

2. Set forth a list of photographs, or other prepared documents in possession of the patty that relate to the claim or defense in this case.

RESPONSE #2: Subject to the foregoing general objections, Plaintiff states that the documents responsive to this request which are not protected by attorney-client privilege or work product are as follows:

a. Note
b. Mortgage
c. Assignment(s) of Mortgage
d. Demand Letter(s)
e. Payment History
f. Loss Mitigation Correspondence/Documentation

3. Plaintiff notes there is no standard interrogatory #3.

4. Set forth the names and addresses of all insurance which provided the Plaintiff or any other real party in interest insurance for any "default of the Defendant" relating to the claim and set forth all policies involved and the amount(s) of coverage provided in each policy and whether said insurance has been paid yet or not, including liability coverage..

RESPONSE #4: **None.**

5. Plaintiff notes there is no standard interrogatory #5.

6. List the names and addresses of any expert witnesses whom the party proposes to use as a witness at the trial.

RESPONSE #6: **Subject to the foregoing general objections, Plaintiff states that it has not retained an expert witness at this time, but reserves the right to do so at a later date.**

7. For each person known to the parties or counsel to be a witness concerning the facts of the case, set forth either a summary sufficient to inform this patty of the important facts known to or observed by such witness, or provide a copy of any written or recorded statements taken from such witnesses..

RESPONSE #7: See Response to standard interrogatory #1.

RESPONSES TO ADDITIONAL INTERROGATORIES

1. State the name, address, telephone number, and relationship to the party upon whom these interrogatories were served of the person(s) answering these interrogatories.

RESPONSE #1: **Plaintiff objects to this request on the grounds that it is so ambiguous, Plaintiff cannot reasonably ascertain the information sought. Notwithstanding the foregoing objection, Plaintiff states that it, by and through its undersigned counsel, hereby responds to Defendant's interrogatories.**

2. List all damages claimed and describe with specificity the manner in which the damages were calculated.

RESPONSE #2: **Subject to the foregoing general objections, Plaintiff states that it is entitled to damages in the minimum amount due and owing as set forth within the terms of the Note and Mortgage as well as the costs and fees associated with the filing of this action.**

3. Describe with specificity and include all facts which support the contention of the party answering these interrogatories that he is entitled to the above described damages.

RESPONSE #3: **Defendant is in default on the monthly payments due on the subject note and mortgage since July 1, 2010 and the Plaintiff, as the holder of the said note and mortgage, has exercised its right to accelerate the entire balance of said indebtedness due and payable.**

4. List the names, addresses, job title, responsibilities and relationship to the party answering these interrogatories of any persons known to have knowledge of the facts surrounding this lawsuit. Describe with specificity the information known by such persons.

RESPONSE #4: **Plaintiff objects to this request on the grounds that it is so ambiguous, Plaintiff cannot reasonably ascertain the information sought. Notwithstanding the foregoing objection, Plaintiff states that it, by and through its undersigned counsel, hereby responds to Defendant's interrogatories.**

5. Has any correspondence, documents, memoranda, policies of insurance, contracts, reports, or writings of any kind which in any way pertain to the subject matter of this lawsuit been destroyed and/or misplaced?

RESPONSE #5: **Subject to the foregoing general objections, Plaintiff is unaware of any documents responsive to this request.**

6. If your answer to the preceding interrogatory is in the affirmative, state:

(a) a description of the destroyed or misplaced document;
(b) the date of the destl1lction of the documents or the date when the documents were last seen;
(c) the reason for the destruction of the documents;
(d) the names, addresses, job title, job description and relationship to the person answering these interrogatories of all persons who had knowledge of such documents.

RESPONSE #6: **N/A.**

7. List the names, addresses, telephone numbers, relationship to the party answering these interrogatories, employment, employment addresses and employment telephone numbers.

(a) specifically describe the contents of each conversation with each person;
(b) state the location of each conversation;
(c) list the names of all persons present at the time of each conversation;
(d) attach all related documents to these answers to interrogatories and identify said documents with the number of this interrogatory.

RESPONSE #7: **Plaintiff objects to this request on the grounds that it is so ambiguous, Plaintiff cannot reasonably ascertain the information sought. Notwithstanding the foregoing**

objection, Plaintiff states that it, by and through its undersigned counsel, hereby responds to Defendant's interrogatories.

8. Identify all records relevant to this litigation and/or upon which you are relying in connection with your proof of the claims asserted against the party propounding these interrogatories.

RESPONSE #8: See Response to standard interrogatory #2.

9. Has the person who answered these interrogatories reviewed any documents or any other thing in order to provide full and complete answers to these interrogatories other than those set forth above?

RESPONSE #9: Yes.

10. Did the person(s) answering these interrogatories consult with any other person(s) regarding these answers to interrogatories?

RESPONSE #10: Plaintiff objects to this request on the grounds that it seeks information protected by the attorney client privilege.

11. If the answer to preceding interrogatory, No. 10, is in the affirmative, please state the following:

(a) name;
(b) address;
(c) telephone number;
(d) job title;
(e) job description;
(f) relationship to the plaintiff and defendant;
(g) the present location of such person;
(h) the number of the interrogatory that such person(s) assisted in answering.

RESPONSE #11: Plaintiff objects to this request on the grounds that it seeks information protected by the attorney client privilege.

12. Does the person who answered these interrogatories swear under oath that he/she has faithfully answered these interrogatories without reservations and as accurately and as truthfully and as fully as possible, and with full knowledge that his/her written answers are under oath and, as such, are the same as sworn testimony in a court of law and may be and most likely will be used as evidence in the case?

RESPONSE #12: Plaintiff objects to this request on the grounds that it imposes discovery obligations upon the Plaintiff beyond those specified in the South Carolina Rules of Civil Procedure.

13. Did/does the party answering these interrogatories have insurance or any other plan or vehicle, including but not limited to any credit enhancement to any securitized mortgage loan trust, which would compensate the party answering these interrogatories for any of the claimed losses incurred as a result of

this lawsuit and/or provide evidence of either total or partial payment of the obligation evidenced by the mortgage loan the subject of this action?

RESPONSE #13: **No.**

14. If the answer to the preceding interrogatory is in the affirmative, state:

(a) the names of the carriers;
(b) date of coverage;
(c) the amount of coverage;
(d) the identity of the credit enhancement;
(e) provisions for making any claim against any credit enhancement or insurance;
(f) actual claims made against any credit enhancement or insurance;
(g) amount of actual benefits received from any such claim; and (h) attach all related documents to these answers to interrogatories and identify said documents with the number of this interrogatory.

RESPONSE #14: **N/A.**

15. Has any correspondence, documents, memoranda, policies of insurance, contracts, reports, or writings of any kind which in any may pertain to the subject matter of this lawsuit been destroyed and/or misplaced? If your answer is in the affirmative, state:

(a) a description of the destroyed or misplaced document;
(b) the date of the destruction of the documents or the date when the documents were last seen;
(c) the reason for the destruction of the documents;
(d) the names, addresses, job title, job description and relationship to the person answering these interrogatories of all persons who had knowledge of such documents.

RESPONSE #15: **Subject to the foregoing general objections, Plaintiff is unaware of any documents responsive to this request.**

16. Identify all records relevant to these pleadings including, but not limited to, those upon which you are relying in connection with your claim that are not subject to any valid attorney-client privilege.

RESPONSE #16: **See Response to standard interrogatory #2.**

17. State when and where you read your answers to these interrogatories and signed the signature page.

RESPONSE #17: **Plaintiff objects to this request on the grounds that it is irrelevant to any claim or defense in this action.**

18. Set forth the full name, current address, and telephone number of the current owner of the original note the subject of this action.

RESPONSE #18 **Nationstar Mortgage, LLC at 350 Highland Drive, Lewisville, TX 95067.**

Amy J. Ginzig Hadz

19. Set forth the full name, current address, and telephone number of the current owner holder of the original mortgage the subject of this action.

RESPONSE #19: See additional interrogatory Response #18.

20. Set forth the full name, current address, and telephone number of all persons who drafted, prepared, typed, or otherwise produced or assisted in the production of any assignment of the note the subject of this action.

RESPONSE #20: Plaintiff objects to this request on the grounds that it is irrelevant to any claim or defense in this action.

21. Set forth the full name, current address, and telephone number of all persons who drafted, prepared, typed or otherwise produced or assisted in the production of any assignment of the mortgage the subject of this action.

RESPONSE #21: Plaintiff objects to this request on the grounds that it is irrelevant to any claim or defense in this action.

22. Set forth and describe, with particularity and specificity, all source of authority granted from the original lender to any person or party as to the Note, including any authority to transfer or assign the Note, including any permission from a Trustee of any Bankruptcy Court that might maintain jurisdiction over the sale or assignment of the Note and Mortgage that is the subject of this action.

RESPONSE #22: Plaintiff objects to this request on the grounds that it is irrelevant to any claim or defense in this action. Notwithstanding the foregoing objection, Plaintiff states that the subject note and mortgage are freely negotiable instruments, and enforceable by their holder as bearer paper.

23. Set forth and describe, with particularity and specificity, all source of authority granted from the original lender to any person or party as to the Mortgage, including any authority to transfer or assign the Mortgage.

RESPONSE #23: Plaintiff objects to this request on the grounds that it is irrelevant to any claim or defense in this action. Notwithstanding the foregoing objection, Plaintiff states that the subject note and mortgage are freely negotiable instruments, and enforceable by their holder as bearer paper.

24. Set forth the full name, current address, and telephone number of each and every holder of any interest in any mortgage-backed security, mortgage-backed bond, collateralized debt obligation, or collateralized mortgage obligation where either the mortgage or note the subject of this action serve as collateral or other security therefore.

RESPONSE #24: **Plaintiff objects to this request on the grounds that it is irrelevant to any claim or defense in this action.**

25. Set forth and describe, with specificity, any authority, whether written, oral or otherwise, on the part of the Plaintiff to modify or re-negotiate the terms of the mortgage loan the subject of this transaction, including the full name, current address, and telephone number of all persons vested with such authority.

RESPONSE #25: **Plaintiff objects to this request on the grounds that it is irrelevant to any claim or defense in this action.**

26. For any person identified in your response to interrogatory number "25" above, set forth each person's place of employment (name, street address, and telephone number), and each person's job desctription, title, or position.

RESPONSE #26: **Plaintiff objects to this request on the grounds that it is irrelevant to any claim or defense in this action.**

27. Set forth the full name, current address, and telephone number of each person who authorized the filing of the instant foreclosure action, and for each such person identified, set forth that person's place of employment (name, street address, and telephone number), and job description, title, or position.

RESPONSE #27: **Plaintiff objects to this request on the grounds that it is irrelevant to any claim or defense in this action.**

28. Set forth all facts, and identify all documents, which purport to transfer the full and unencumbered interest in the Note from the original lender to the Plaintiff herein.

RESPONSE #28: **Plaintiff refers Defendant to the Assignment(s) of Mortgage produced herewith in response to Defendant's Request for Production. Further responding, Plaintiff states that its undersigned counsel is in possession of the original note and mortgage, which can be made available for inspection to Defendant at a mutually convenient date and time.**

29. Set forth all facts, and identify all documents, which purport to transfer the full and unencumbered interest in the Mortgage from the original lender to the Plaintiff herein.

RESPONSE #29: **Plaintiff refers Defendant to the Assignment(s) of Mortgage produced herewith in response to Defendant's Request for Production. Further responding, Plaintiff states that its undersigned counsel is in possession of the original note and mortgage, which can be made available for inspection to Defendant at a mutually convenient date and time.**

RESPONSE #46: **Plaintiff objects to this request on the grounds that it is irrelevant to any claim or defense in this action.**

47. All documents demonstrating any authority of MERS to assign mortgage loans to a trust after the closing date of the trust.

RESPONSE #47: **Plaintiff objects to this request on the grounds that it is irrelevant to any claim or defense in this action.**

48. All documents demonstrating any authority of MERS to assign mortgage loans to a trust when the mortgage loan is in default.

RESPONSE #48: **Plaintiff objects to this request on the grounds that it is irrelevant to any claim or defense in this action.**

49. All documents related to any trust (e.g. trust indenture, trust document, etc.) or trustee (e.g. appointment and powers of trustee for trust) of any trust created incident to the securitization or assignment of the mortgage loan the subject hereof.

RESPONSE #49: **Plaintiff objects to this request on the grounds that it is irrelevant to any claim or defense in this action.**

50. All documents which permit or authorize the assignment of a mortgage loan the subject of this action into any securitized mortgage loan trust beyond the Closing Date or Delayed Delivery Provisions of the Pooling and Servicing agreement for any such trust.

RESPONSE #50: **Plaintiff objects to this request on the grounds that it is irrelevant to any claim or defense in this action.**

51. All documents concerning any sale, transfer, or assignment of any interest in either the Note or the Mortgage the subject of this action to Federal Home Loan Mortgage Corporation (a/k/a "Freddie Mac"). Or Federal National Mortgage Association "Fannie Mae."

RESPONSE #51: **Plaintiff objects to this request on the grounds that it is irrelevant to any claim or defense in this action.**

52. All servicing contracts between any insurance tracker and any loan servicer as to the loan and/or any securitized mortgage loan trust into which the loan the subject of this action was assigned or placed, including all addenda and schedules thereto or identified therein including but not limited to Service Level Agreements (SLA), Return To Lender (RTL) documents, and any listing of Unable To Locate (UTL) Documents.

RESPONSE #52: **Plaintiff objects to this request on the grounds that it is irrelevant to any claim or defense in this action.**

RESPONSE #39: **See Note, Bates Nos.: PL00001-PL00005; Mortgage, Bates Nos.: PL00006-PL00027; Assignment(s) of Mortgage Bates Nos.: PL00028-PL00029.**

40. All documents demonstrating the granting of any authority of any kind whatsoever from the original lender to MERS. (Mortgage Electronic Registration System, Inc.).

RESPONSE #40: **Plaintiff objects to this request on the grounds that it is irrelevant to any claim or defense in this action.**

41. All documents related to any trust (e.g. trust indenture, trust document, SEC filing, etc.) or trustee (e.g. appointment and powers of trustee for trust) of any trust created incident or related to the securitization of the mortgage loan that is the subject of this action.

RESPONSE #41: **Plaintiff objects to this request on the grounds that it is irrelevant to any claim or defense in this action.**

42. All documents demonstrating the compliance of the REMIC Real Estate Mortgage Investment Conduit into which the mortgage loan the subject hereof was assigned with Internal Revenue Code section 860.

RESPONSE #42: **Plaintiff objects to this request on the grounds that it is irrelevant to any claim or defense in this action.**

43. All documents demonstrating compliance by the REMIC, any servicer, or any Trustee with all REMIC qualification guidelines.

RESPONSE #43: **Plaintiff objects to this request on the grounds that it is irrelevant to any claim or defense in this action.**

44. All documents upon which Plaintiff intends to rely or which Plaintiff intends to introduce into evidence at the trial of this cause.

RESPONSE #44: **Subject to the foregoing general objections, Plaintiff states that it has not yet decided what documents it will introduce at the trial of this matter but may offer any documents produced by Plaintiff and/or Defendant in discovery.**

45. Any documents relied on to Answer the Interrogatories in this case.

RESPONSE #45: **See all documents produced herewith.**

46. All documents demonstrating the granting of any authority of any kind whatsoever from the original lender to MERS in any respect whatsoever.

30. Set forth and describe, and identify all documents, as to any assignment or transfer of the mortgage loan the subject of this action or any interest therein to Federal Home Loan Mortgage Corporation (a/k/a "Freddie Mac") or Federal National Mortgage Association "Fannie Mae" at any time, and set forth all facts which fully describe any such assignment or transfer.

RESPONSE #30: Plaintiff objects to this request on the grounds that it is irrelevant to any claim or defense in this action.

yes or no

FINKEL LAW FIRM LLC

Magadie A. Arcure (S.C. Bar 78855)
Post Office Box 41489
Charleston, SC 29423
Main: (843) 577-5460
Direct: (843) 576-6307
Facsimile: (843) 577-5135
Attorneys for Plaintiff

Dated: October 17, 2012

STATE OF SOUTH CAROLINA COUNTY OF CHARLESTON Nationstar Mortgage, LLC, PLAINTIFF, vs. Rhonda Lewis Meisner, DEFENDANT.	IN THE COURT OF COMMON PLEAS CASE NO.: 2011-CP-10-812 **RESPONSES AND OBJECTIONS TO DEFENDANT'S SECOND REQUEST FOR ADMISSIONS**

TO: WILLIAM SLOAN, ESQUIRE, ATTORNEY FOR DEFENDANT MEISNER:

Plaintiff, by its undersigned attorneys, answers Rhonda Lewis Meisner's ("Defendant") Request for Admissions pursuant to Rule 36 of the South Carolina Rules of Civil Procedure.

GENERAL OBJECTIONS

Plaintiff objects to each and every request to the extent that:

1. Defendant seeks information not relevant to the issues raised in this action and not reasonably calculated to lead to the discovery of admissible evidence;

2. Defendant seeks information already in their possession or readily available to them;

3. Defendant seeks information protected by the attorney client privilege, the work product doctrine, or any other protection or privilege recognized by law;

4. A full and complete response to the requests would subject Plaintiff to undue burden and expense;

5. The requests require Plaintiff to gather information from documents not in Plaintiff's possession, custody or control; and,

6. The requests impose discovery obligations upon the Plaintiff beyond those specified in the South Carolina Rules of Civil Procedure.

GENERAL RESPONSE

These responses are submitted by Plaintiff, without in any way waiving or intending to waive, but on the contrary reserving: (a) all questions as to competency, relevancy, materiality, privilege and admissibility as evidence for any purpose, of any of the documents referred to or responses given, or the subject thereof, in any proceeding; (b) the right to object to other discovery procedures involving or relating to the subject

matter of the requests herein answered; and, (c) the right to revise or supplement any of the responses or documents referred to herein. Without waiving the objections above, Plaintiff responds as follows:

RESPONSES

1. Admit that the loan (note and mortgage) that is the subject of this matter is owned by Structured Adjustable Rate Mortgage Trust 2007-11 (SARM 2007-11).

RESPONSE #1: Plaintiff objects the foregoing request for admission because Defendant seeks information not relevant to the issues raised in this action and not reasonably calculated to lead to the discovery of admissible evidence. Notwithstanding the foregoing objection, Plaintiff denies this request. The owner of the subject loan is: Wells Fargo Bank, NA as trustee for Structured Adjustable Rate Mortgage Loan Trust Mortgage Pass-Through Certificates, Series 2007-11.

Further responding, Plaintiff states that it is the holder and servicer of the referenced loan and is entitled to enforce the note and mortgage. See Bank of America, N.A. v. Draper, Op. no. 5140 (Ct. App. SC, June 5, 2013) ("Several bankruptcy courts and federal district courts, including those in South Carolina, have recognized the servicer of a loan to be a real party in interest and able to initiate a foreclosure. We agree with this view.").

2. Admit that SARM 2007-11 (above) has not participated in foreclosure intervention in this case with Defendant Meisner.

RESPONSE #2: Plaintiff objects the foregoing request for admission because Defendant seeks information not relevant to the issues raised in this action and not reasonably calculated to lead to the discovery of admissible evidence. Notwithstanding the foregoing objection, Plaintiff admits this request.

Further responding, Plaintiff states that foreclosure intervention pursuant to S.C. Supreme Court Administrative Order 2011-05-02-01 has been completed in this action without resulting in a foreclosure alternative.

[SIGNATURE ON NEXT PAGE]

STATE OF SOUTH CAROLINA COUNTY OF CHARLESTON Nationstar Mortgage, LLC, PLAINTIFF, vs. Rhonda Lewis Meisner, DEFENDANT.	IN THE COURT OF COMMON PLEAS CASE NO.: 2011-CP-10-812 **RESPONSES AND OBJECTIONS TO DEFENDANT'S SECOND REQUEST FOR ADMISSIONS**

TO: WILLIAM SLOAN, ESQUIRE, ATTORNEY FOR DEFENDANT MEISNER:

Plaintiff, by its undersigned attorneys, answers Rhonda Lewis Meisner's ("Defendant") Request for Admissions pursuant to Rule 36 of the South Carolina Rules of Civil Procedure.

GENERAL OBJECTIONS

Plaintiff objects to each and every request to the extent that:

1. Defendant seeks information not relevant to the issues raised in this action and not reasonably calculated to lead to the discovery of admissible evidence;

2. Defendant seeks information already in their possession or readily available to them;

3. Defendant seeks information protected by the attorney client privilege, the work product doctrine, or any other protection or privilege recognized by law;

4. A full and complete response to the requests would subject Plaintiff to undue burden and expense;

5. The requests require Plaintiff to gather information from documents not in Plaintiff's possession, custody or control; and,

6. The requests impose discovery obligations upon the Plaintiff beyond those specified in the South Carolina Rules of Civil Procedure.

GENERAL RESPONSE

These responses are submitted by Plaintiff, without in any way waiving or intending to waive, but on the contrary reserving: (a) all questions as to competency, relevancy, materiality, privilege and admissibility as evidence for any purpose, of any of the documents referred to or responses given, or the subject thereof, in any proceeding; (b) the right to object to other discovery procedures involving or relating to the subject

matter of the requests herein answered; and, (c) the right to revise or supplement any of the responses or documents referred to herein. Without waiving the objections above, Plaintiff responds as follows:

RESPONSES

1. Admit that the loan (note and mortgage) that is the subject of this matter is owned by Structured Adjustable Rate Mortgage Trust 2007-11 (SARM 2007-11).

RESPONSE #1: Plaintiff objects the foregoing request for admission because Defendant seeks information not relevant to the issues raised in this action and not reasonably calculated to lead to the discovery of admissible evidence. Notwithstanding the foregoing objection, Plaintiff denies this request. The owner of the subject loan is: Wells Fargo Bank, NA as trustee for Structured Adjustable Rate Mortgage Loan Trust Mortgage Pass-Through Certificates, Series 2007-11.

Further responding, Plaintiff states that it is the holder and servicer of the referenced loan and is entitled to enforce the note and mortgage. See Bank of America, N.A. v. Draper, Op. no. 5140 (Ct. App. SC, June 5, 2013) ("Several bankruptcy courts and federal district courts, including those in South Carolina, have recognized the servicer of a loan to be a real party in interest and able to initiate a foreclosure. We agree with this view.").

2. Admit that SARM 2007-11 (above) has not participated in foreclosure intervention in this case with Defendant Meisner.

RESPONSE #2: Plaintiff objects the foregoing request for admission because Defendant seeks information not relevant to the issues raised in this action and not reasonably calculated to lead to the discovery of admissible evidence. Notwithstanding the foregoing objection, Plaintiff admits this request.

Further responding, Plaintiff states that foreclosure intervention pursuant to S.C. Supreme Court Administrative Order 2011-05-02-01 has been completed in this action without resulting in a foreclosure alternative.

[SIGNATURE ON NEXT PAGE]

STATE OF SOUTH CAROLINA) COURT OF COMMON PLEAS
COUNTY OF CHARLESTON) CASE NO. 11-CP-10-812
) DEFENDANT'S MOTTION TO STAY

NATIONSTAR MORTGAGE, LLC,)
Plaintiff,)
Vs.)
RHONDA LEWIS MEISNER,)
Defendant.)

FILED
2013 APR -3 PM 3:42
JULIE J. ARMSTRONG
CLERK OF COURT
BY

Comes now, Defendants, through her undersigned, to move to stay this case based on the following:

1. This is an action for foreclosure on a primary residence that was active on May 2, 2011, the date that Chief Justice released the ***Administrative Order Re: Mortgage Foreclosure Actions.*** This ***Order*** applies to this case.
2. This case was originally commenced in the name of Aurora Loan Services, LLC. Aurora and Defendant attempted to negotiate an intervention-modification in this case pursuant to the ***Order.*** However, the parties failed to reach an agreement and the case continued.
3. As the case continued, Aurora assigned their interest in the Note and Mortgage to the Plaintiff. The Plaintiff is a "mortgagee" under the definitions of the ***Order.*** However, the Plaintiff has refused to participate in Foreclosure Intervention that is required by the ***Order.*** On or near March 28, 2013, the Plaintiff, through their attorney, moved for Summary Judgment forcing Defendant to file this Motion and asking for it to be heard at the same time as the Motion for Summary Judgment.
4. The ***Order*** states that no foreclosure hearing may be held until the Mortgagee, through their attorney complies with the intervention requirements of the ***Order.***

WHEREFORE, Defendants move before this Court that:

A. This case be stayed until such time as the Mortgagee-New Plaintiff complete foreclosure intervention with the Defendant.
B. Any other relief that this Court deem prudent, just and proper.

William H. Sloan
Sloan Law Firm, PA
1055-F North Main St.
Summerville, SC 29483
(843) 873-7531
Attorney for Defendant
April 3, 2013

STATE OF SOUTH CAROLINA COUNTY OF CHARLESTON NATIONSTAR MORTGAGE, LLC, Plaintiff, Vs. RHONDA LEWIS MEISNER, Defendant.	)))))))	COURT OF COMMON PLEAS CASE NO. 11-CP-10-812 DEFENDANT MEISNER'S BRIEF IN OPPOSTION TO SUMMARY JUDGMENT AND SUPPORT OF MOTION TO STAY AND COMPEL

FILED
2013 SEP 16 PM 2:16
JULIE J. ARMSTRONG
CLERK OF COURT
BY

In Plaintiff's Statement of Facts, they state that Lehman Brothers Bank, FSB was the original creditor. The Complaint claims no evidence or facts that Lehman had the permission from the Bankruptcy Court to assign the Note of this case to previous Plaintiff Aurora. The Defendant admits that she did not submit documentation in a timely manner as defined by the Plaintiff. However, the Plaintiff still maintains her position that she wishes to participate in Foreclosure Intervention. The Defendant has also submitted an affidavit stating that the property of this case is her primary residence. While she is not living there at this time because of work, the subject property is her domicile where she intends to return. The New Plaintiff has submitted no certification as required by the ***Administrative Order Re: Mortgage Foreclosure Actions*** Chief Justice Toal, May 2, 2011.

Plaintiff has failed to show that it has the standing to win a Summary Judgment. Plaintiff has not shown that it has the standing to bring the foreclosure. First, the new Plaintiff has failed to state in modified pleadings the factual basis for acquiring the rights of Aurora, the previous Plaintiff. The Plaintiff relies on **Union National Bank of Columbia vs Cook.** However, the Plaintiff has objected to discovery requests that show the chain of title of the ownership of the Note and Mortgage. The Plaintiff must show this chain of title and the chain of custody of the original note from the original lender to Plaintiff's counsel.

Further, in the Plaintiff's final response to Defendant's Request for Admission, the Plaintiff has admitted that actual owner of the Mortgage is not the Plaintiff, but rather Wells Fargo, NA, as Trustee for the Structured Adjustable Rate Mortgage Loan Trust Mortgage Pass-Through Certificates Series 2007-11. Plaintiff has shown no evidence, nor plead that the Plaintiff, or the previous Plaintiff is the servicer on behalf of this entity.

Further, Defendant further contends that the Plaintiffs, past and present, lack the standing to file the suit since the previous Plaintiff failed to record a Mortgage Assignment prior to filing the Lis Pendens, Summons and Complaint. The Circuit Court refused to dismiss this case. However, the Court did not close this issue with finality. Further, in **Deutche Bank National Trust Co. vs Heinrich, Case No. 2011-CP-10-1060** was dismissed by the Court as the Plaintiff failed to record a Mortgage Assignment prior to filing the lawsuit. The Court has not ruled with finality on this issue. Therefore, Summary Judgment is premature for deciding this case.

Defendant is not requesting a setoff for TARP funds. We know now that the actual owner of the Note is Wells Fargo, NA, as Trustee. We know that Wells Fargo accepted TARP funds in 2008. Plaintiff must show on behalf of Wells Fargo what funds may have been applied to this loan as this money was accepted by Wells Fargo to modify troubled loans. This is why the issue of TARP funds are relevant in the discovery requests of the Defendant to Plaintiff. As shown in the attached Order to Compel from **Suntrust Mortgage Inc. vs. Reed, Howse et al., Case No. 11-CP-15-153,** Mr. Bennett, acting as Special Referee, ordered Plaintiff's counsel to deliver TARP documents.

The counterclaim of Defendant goes to the heart of the matter of the invalid assignments of Mortgage. If the Plaintiff is found to be not a valid enforcer of the Note and Mortgage, the Mortgage lien should be removed from title.

Summary judgment should not be granted as discovery is not complete. Defendant wishes to narrow the scope of the Motion to Compel with this brief. Interrogatory 22 requests the authority of the original creditor, Lehman Brothers, to assign the paper of this case when they were in bankruptcy. This would inhibit the otherwise freely negotiable instrument.

Request to Produce 4 asks for the chain of title of the Note and Mortgage of this case. This is necessary to confirm that the Note the Plaintiff's attorney has is the original. It also goes to the issue of Lehman Brothers being able to assign the paper of this case.

Request to Produce 21 is necessary and important to show the relationship between Wells Fargo, trustee and Plaintiff as service of the Mortgage of this case. The Court should compel these documents.

Requests to Produce 46-48 are relevant as they go to show the authority of Mortgage Electronic Registration Systems, Inc. to assign a mortgage that is in default to the first Plaintiff in this case. This goes as well to the standing issue.

Request to Produce 55 goes to the issue of TARP funds. Again, Wells Fargo received these funds in order to assist troubled borrowers just like Ms. Meisner. Any failure of the Plaintiff to use these funds and help Ms. Meisner are unclean hands as plead in the affirmative defense of Ms. Meisner.

Therefore, Summary Judgment should be denied in for this reason.

The Plaintiff's Summary Judgment should be denied since the Plaintiff has failed to comply with the Administrative Order. The new Plaintiff, nor Wells Fargo, as Trustee, have engaged in Foreclosure Intervention with Ms. Meisner. Neither has the Plaintiff's attorney filed a Certificate of Compliance with the **Administrative Order Re: Mortgage Foreclosure Actions** Chief Justice Toal, May 2, 2011. Ms. Meisner has filed an Affidavit explaining the fact pattern that this is her primary residence as defined by the **Admin. Order**. This interpretation is consistent with 26 USC §121, US Code of Laws. Ms. Meisner fully wishes to participate in foreclosure intervention with new Plaintiff.

Therefore, this case must be stayed until foreclosure intervention with the Plaintiff and Ms. Meisner has been completed.

Respectfully submitted,

William H. Sloan
Bar No. 69630
Post Office Box 85
Summerville, SC 29484
843-873-7531
Fax 843-873-7527
Attorney for Plaintiff
September 13 2013

FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2011-CP-10-1060

Deutsche Bank National Trust Company
PLAINTIFF(S)

Scott J. Heinrich et al
DEFENDANT(S)

Submitted by: _____

Attorney for: ☒ Plaintiff ☐ Defendant
or
☐ Self-Represented Litigant

FILED
2013 JUL 31 AM 9:16
JULIE J. ARMSTRONG
CLERK OF COURT
R

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.

☐ **ACTION DISMISSED** (*CHECK REASON*): ☒ Rule 12(b), SCRCP; ☐ Rule 41(a), SCRCP (Vol. Nonsuit); ☐ Rule 43(k), SCRCP (Settled); ☐ Other

☐ **ACTION STRICKEN** (*CHECK REASON*): ☐ Rule 40(j), SCRCP; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other

☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT** (*CHECK APPLICABLE BOX*): ☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

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

ORDER INFORMATION

This order ☒ ends ☐ does not end the case.
Additional Information for the Clerk: case dismissed without prejudice

INFORMATION FOR THE JUDGMENT INDEX

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
N/A		$
		$
		$

If applicable, describe the property, including tax map information and address, referenced in the order:

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. Note: Title abstractors and researchers should refer to the official court order for judgment details.

Circuit Court Judge

2117
Judge Code

7/30/13
Date

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

Deutsche Bank National Trust Company, as Trustee of the IndyMac INDX Mortgage Trust 2007-FLX3, Mortgage Pass-Through Certificates, Series 2007-FLX3 under the Pooling and Servicing Agreement dated April 1, 2007

Plaintiff,

vs.

Scott J. Heinrich; Dinah K. Heinrich; OneWest Bank, FSB; County of Charleston,

Defendants.

(514773-00572 JJH)

IN THE COURT OF COMMON PLEAS
OF THE NINTH JUDICIAL CIRCUIT

DOCKET NO.: 2011-CP-10-1060

FILED
2013 JUL 31 AM 9:17
JULIE J. ARMSTRONG
CLERK OF COURT
BY

GRANTED

ORDER ~~DENYING~~ DEFENDANTS SCOTT J. HEINRICH AND DINAH K. HEINRICH'S MOTION TO DISMISS

This case came before me on May 13, 2013 on Defendants' pre-Answer Motion to Dismiss this case pursuant to Rules 12(b)(6) and 12(b)(7), SCRCP. Defendants, Scott J. Heinrich and Dinah K. Heinrich ("Defendants"), were represented by William H. Sloan of the Sloan Law Firm, PA in Summerville, and Plaintiff was represented by John J. Hearn of Rogers Townsend & Thomas, PC in Columbia.

I. Rule 12(b)(6), SCRCP

Defendants claim that the Complaint should be dismissed pursuant to Rule 12(b)(6), SCRCP, because Plaintiff "lacks the necessary standing to file this action prior to acquiring and recording an Assignment of Mortgage" and fails to mention how they are the owner of the Note and Mortgage in this case under our fact-based pleading scheme. Plaintiff admits that the assignment of mortgage into Plaintiff was recorded February 23, 2011, about two weeks after this action was filed. Plaintiff claims to have no obligation to record the assignment into itself prior to filing this action.

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Plaintiff has possession of the original Note, which is indorsed in blank at the time of the hearing before me on May 13. 2013. Plaintiff claims that the note is a negotiable instrument under the South Carolina Uniform Commercial Code, S.C. Code §36-3 et seq. which would entitle them certainly to sue on the note in this action. However, Plaintiff is seeking to foreclose on the mortgage that is attached to the real property as opposed to simply suing on the promissory note.

The idea that the Mortgage follows the Note is one which has been repeatedly confirmed by our courts: "South Carolina recognizes the 'familiar and uncontroverted proposition' that 'the assignment of a note secured by a mortgage carries with it an assignment of mortgage. However, *Carpenter v. Longan*, 83 U.S. 271, 16 Wall. 271, 21 L.Ed. 313 (1872), quoted by Plaintiff's counsel in this oral argument and brief, clearly supports the notion that the Plaintiff must clearly **own the Note and the Mortgage** to foreclose on the property. Plaintiff failed to show that it owned on the Mortgage at the time the Complaint was filed. in its Complaint, Plaintiff merely contends in §3 of its Complaint that is a holder and has the right to enforce. Further, the mortgage of this case shows Mortgage Electronic Registration Systems, Inc. (MERS) to be the mortgagee. This was confirmed by Plaintiff's counsel in oral argument. MERS is never mentioned on the Note, ~~and therefore, the Note and Mortgage of this case have been separated permanently.~~

Our state court of appeals made a recent decision in *BAC Home Loan Servicing, L.P. v. Kinder*, 398 S.C. 619, 731 S.E.2d 547 (Ct. App. 2012.) "[T]he assignment of a mortgage does not need to be recorded, and failure to do so has no effect on the rights of the assignee." *Id.* at 623. However, I distinguish the facts of *Kinder* from this case as the Assignment of Mortgage in

Kinder was after the foreclosure was already complete and the issue at dispute in that case was the surplus funds going to the Assignee. Filing is not the issue but ownership of the note. JCN

It is clear that to have standing in this foreclosure case, Plaintiff must not only be the holder & owner JCN of the original Note, but also the Mortgage as well. Plaintiff's Complaint in this case fails to meets this criteria. Plaintiff lacks the standing to initiate and prosecute the foreclosure, and dismissal pursuant to Rule 17(a) and Rule 12(b) (6) SCRCP is appropriate.

II. Failure to Join Necessary Parties under Rule 12(b)(7), SCRCP

Rule 12(b)(7) provides that one defense to an action is the failure to join a party under Rule 19 of the South Carolina Rules of Civil Procedure. Rule 19 provides that:

> A person who is subject to service of process and whose joinder will not deprive the court of jurisdiction over the subject matter of the action shall be joined as a party in the action if (1) in his absence complete relief cannot be afforded among those already parties, or (2) he claims an interest relating to the subject of the action and is so situated that the disposition of the action in his absence may (i) as a practical matter impair or impede his ability to protect that interest or (ii) leave any of the persons already parties subject to a substantial risk of incurring double, multiple, or otherwise inconsistent obligations by reason of his claimed interest. If he has not been so joined, the court shall order that he be made a party.

JCN

Defendants claim that Mortgage Electronic Registration Systems, Inc. ("MERS") and IndyMac Bank, FSB ("IndyMac") are necessary parties to this action, and that the court must join them as parties to protect the Defendants from "double or triple liability" on the Note and Mortgage at issue. Again, Defendants misapprehend the applicable law by advancing this argument. Under South Carolina law, Defendants would not be subject to duplicative payment obligations because Plaintiff's foreclosure judgment will discharge Defendants' liability to other claimants. See S.C. Code Ann §36-3-603(1) (2003) (explaining the circumstances under which cancellation or satisfaction filed by the holder of a negotiable instrument will discharge liability for other claims on same instrument.)

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There is no reason that the absence of MERS or IndyMac would prevent this court from issuing a foreclosure judgment establishing Plaintiff's sole authority to enforce the Note and Mortgage at issue here. Further, even if it is determined that these were necessary parties. Rule 12(b)(7) does not call for dismissal of the action, and instead only requires that the parties be joined. On a Rule 12(b)(7) motion, "the proper course for the trial court is to determine the necessity of adding a new party under Rule 19 to insure a full adjudication of the controversy." *Bancohio National Bank v. Neville*, 310 S.C. 323, 328, 426 S.E.2d 773, 776 (1993). As such, Defendants' motion to dismiss pursuant to Rule 12(b)(7) is denied. However, In find this issue moot as I have dismissed this case pursuant to Defendants' Heinrich's Motion to Dismiss under Rule 12(b)(6), SCRCP.

And it is so ordered that this case be dismissed without prejudice.

IT IS SO ORDERED!

J. C. Nicholson, Jr.
Presiding Judge

July ~~May~~ 30, 2013

199

IN THE COURT OF COMMON PLEAS
FOR THE NINTH JUDICIAL CIRCUIT

Nationstar Mortgage, LLC Plaintiff v. Rhonda Lewis Meisner Defendant	Civil Action No. 2011-CP-10-812 AFFIDAVIT OF RHONDA MEISNER

FILED
2013 JUN 28 PM 12:47
JULIE J. ARMSTRONG
CLERK OF COURT
BY

Rhonda Meisner , PERSONALLY APPEARED BEFORE ME

Who after being sworn deposes and says:

1. My name is Rhonda Lewis Meisner
2. I am the Defendant in the above entitled action.
3. I do not personally own property that I also reside in other than the property of interest in this case, 31 Sand Dollar Drive Isle of Palms, SC 29016 which is my personal primary residence.
4. I also live in a property which I do not own in Blythewood, South Carolina.
5. I am a registered voter in Charleston County South Carolina and have voted in the 2008 Presidential election, the 2012 Presidential election and two of the preliminary elections for Congress in 2013. I was also called for jury duty in Charleston County in 2012. I was not chosen to serve on any of the cases due to conflicts in the cases on the roll that week.
6. I lost my job in 2010 and was unable to pay my mortgage. In March of 2011, I got a new job and believe to qualify for refinance of the newly purchased note amount from Nationstar.

7. I am interested in applying for a modification subject to the buy down of the note from the Bancruptcy of Lehman Brothers and the securitized trust that claimed ownership of the note and the purchase amount of the note by Nationstar.

8. I have applied on at least 3 occasions for a modification to Aurora Loan Services which was denied.

FURTHER AFFIANT SAYETH NOT

Rhonda L Meisner

Sworn to before me this

15 Day of June 2013

Jennie S. Sharpe

Notary Public for South Carolina

My Commission Expires 7-23-2017

JENNIE S. SHARPE NOTARY PUBLIC SOUTH CAROLINA

STATE OF SOUTH CAROLINA COUNTY OF CHARLESTON Nationstar Mortgage, LLC, PLAINTIFF, vs. Rhonda Lewis Meisner, DEFENDANT.	IN THE COURT OF COMMON PLEAS CASE NO.: 2011-CP-10-812 **RESPONSES AND OBJECTIONS TO DEFENDANTS' FIRST REQUEST FOR PRODUCTION**

FILED
2011 SEP 16 PM 2:17
JULIE J. ARMSTRONG
CLERK OF COURT

TO: WILLIAM SLOAN, ESQUIRE, ATTORNEY FOR DEFENDANT MEISNER:

Plaintiff Aurora Loan Services, LLC, by its undersigned attorneys, responds to Rhonda Lewis Meisner's ("Defendant") requests for production pursuant to Rule 34 of the South Carolina Rules of Civil Procedure. Plaintiff specifically reserves the right to amend and supplement its responses as new information is made available through discovery.

GENERAL OBJECTIONS

Plaintiff objects to each request by Defendants to the extent that:

1. Defendant seeks information not relevant to the issues raised in this action and not reasonably calculated to lead to the discovery of admissible evidence;

2. Defendant seeks information already in their possession or readily available to them.

3. Plaintiff believes that Defendant haspreviously been provided with any document requested or has previously been given the opportunity to inspect such documents;

4. Defendant seeks information protected by the attorney-client privilege, the work product doctrine or any other protection or privilege recognized by law;

5. The requests would subject Plaintiff to undue burden or expense;

6. The requests require Plaintiff to gather information or documents which are not in the Plaintiff's possession, custody or control; and

7. The requests impose discovery obligations upon the Plaintiff beyond those specified in the South Carolina Rules of Civil Procedure.

GENERAL RESPONSE

In setting forth these responses, Plaintiff does not waive the attorney-client, work product privilege or immunity from disclosure that may attach to information called for in, or responsive to, the request. These responses are submitted by Plaintiff, without in any way waiving or intending to waive, but on the contrary intending to reserve and reserving: (a) all questions as to competency, relevancy, materiality, privilege and admissibility as evidence for any purpose, of any of the documents referred to or answers given, or the subject thereof, in any proceeding; (b) the right to object to other discovery procedures involving or relating to the subject matter of the requests herein: and (c) the right to revise, or supplement any of the responses or documents referred to herein. Without waiving the foregoing objections, Plaintiff responds as follows:

RESPONSES

1. All Assignments, Allonges, and the like which purport to assign any interest in the mortgage or note the subject of this action to any person or party.

RESPONSE #1: See Assignment(s) of Mortgage, Bates Nos.: PL00028-PL00029.

2. All documents setting forth any servicing agreement between the Plaintiff and any entity with reference to the mortgage loan the subject of this action.

RESPONSE #2: Plaintiff is servicing the subject loan.

3. All Pooling and Service Agreements, Custodial Agreements, Deposit Agreements, Master Purchasing Agreements, Issuer Agreements, Commitment to Guarantee Agreements, Release of Document Agreements, Master Agreements for Servicer's Principal and Interest Custodial Account, Servicer's Escrow Custodial Account Agreements, Release of Interest Agreements, or Trustee Agreements relating to the mortgage loan that is the subject of this action.

RESPONSE #3: Plaintiff objects to this request on the grounds that it is overly broad and unduly burdensome, not reasonably calculated to lead to the discovery of admissible evidence, and irrelevant to any claim or defense in this action.

4. All documents setting forth the entire chain of title to the mortgage and note the subject of this action from the original lender to the present true owner and holder of the note and mortgage pursuant to TILA (15 USC) sec. 1641(f)(2) and all documents setting forth all consideration paid or exchanged in connection with any transfer of any interest in either the Note or the mortgage.

RESPONSE #4: **Plaintiff objects to this request to the extent it seeks information that is not reasonably calculated to lead to the discovery of admissible evidence. Notwithstanding the foregoing, Plaintiff refers Defendant to the Assignments of Mortgage, Bates Nos.: PL00028-PL00029.** All does showing exchng

5. The entire loan underwriting file for the mortgage loan the subject of this action, including all documents setting forth mortgage loans for which the borrowers qualified and all inquiries made to any lender as to mortgage loans available to the borrowers.

RESPONSE #5: **Plaintiff objects to this request on the grounds that it is irrelevant to any claim or defense in this action.**

6. All documents setting forth verification of all fees paid or assessed on the HUD-1.

RESPONSE #6: **Plaintiff objects to this request on the grounds that it is irrelevant to any claim or defense in this action.**

7. All documents setting forth any authority of Plaintiff to institute any foreclosure.

RESPONSE #7: **See the Note, Bates Nos.: PL00001-PL00005; Mortgage, Bates Nos.: PL00006-PL00027; and Assignment(s), Bates Nos.: PL00028-PL00029.**

8. All policies relating to credit enhancements or insurances, including but not limited to private mortgage insurance, insurance in favor of any trustee or loan trust, mortgagee title policies, or any other insurance which provides benefits to Plaintiff or any party in privity with Plaintiff or the original lender or successor thereto or securitized trust upon default by the borrower in connection with the mortgage loan the subject of this action.

RESPONSE #8: **Plaintiff objects to this request on the grounds that it is irrelevant to any claim or defense in this action.** Yes or no → answered he to 13

9. All documents setting forth any claims made against any policy of insurance or in connection with any credit enhancement the subject of request number "8" above.

RESPONSE #9: **Plaintiff objects to this request on the grounds that it is irrelevant to any claim or defense in this action. Further responding, Plaintiff states it is not in possession of responsive documents.**

10. All documents setting forth any payments made or received in connection with any claim the subject of request number "9." above.

RESPONSE #10: **Plaintiff objects to this request on the grounds that it is irrelevant to any claim or defense in this action. Further responding, Plaintiff states it is not in possession of responsive documents.**

11. All documents setting forth any denial or reservation of rights as to any claim made in connection with any policy of insurance the subject of requests numbers "8" And "9" above.

RESPONSE #11: **Plaintiff objects to this request on the grounds that it is irrelevant to any claim or defense in this action. Further responding, Plaintiff states it is not in possession of responsive documents.**

12. All documents demonstrating any funding of the mortgage loan the subject of this action by any certificated or uncertificated security.

RESPONSE #12: **Plaintiff objects to this request on the grounds it is so vague and ambiguous, Plaintiff cannot reasonably ascertain the information sought.**

13. All documents concerning any consideration exchanged between any persons or parties in connection with the assignment or sale of any part of, or right under, or right incident to the mortgage loan the subject of this action (e.g. assignment or sale of mortgage, assignment or sale of note, assignment or sale of servicing rights, assignment or sale of right to income stream from borrower payments, assignment to a mortgage pool, assignment to any Specialized Investment Vehicle (SIV), Collateralized Mortgage Obligation (CMO), Collateralized Debt Obligation (CDO), series of mortgage-backed securities or certificates (MBS), or credit default swap (CDS) and the like).

RESPONSE #13: **Plaintiff objects to this request on the grounds that it is irrelevant to any claim or defense in this action.**

14. All credit default swap partner agreements and/or similar swap agreements.

RESPONSE #14: **Plaintiff objects to this request on the grounds that it is irrelevant to any claim or defense in this action.**

15. All documents evidencing all payments made by the borrower or any third party on or toward the loan obligation the subject of this action at any time.

RESPONSE #15: **See Payment History, Bates Nos: PL00032-PL00039.**

16. All documents setting forth any credits applied against any balance due on the mortgage loan the subject of this action at any time, including amount of credit, date credit applied, source of credit, and obligation to which credit was applied (e.g. principal, interest, late fees, etc.).

RESPONSE #16: **See Payment History, Bates Nos: PL00032-PL00039.**

17. All documents setting forth the disposition of all payments made by the borrower or any third party in connection with the loan obligation the subject of this action, including but not limited to documentation setting forth amounts assigned to or credited against principal, interest, insurance escrows or payments, tax escrows or payments, late fees, or any other charges.

RESPONSE #17: See Payment History, Bates Nos: PL00032-PL00039.

18. All documents setting forth the treatment of all taxes relating to the mortgage loan the subject of this action, including but not limited to establishment and maintenance of tax escrows, payment of taxes, refund of excess escrows, source of funds for tax escrows and payments, and the like.

RESPONSE #18: Plaintiff objects to this request on the grounds that it is irrelevant to any claim or defense in this action.

19. All escrow analyses in reference to the mortgage loan the subject of this action from inception of the account to the present.

RESPONSE #19: Plaintiff objects to this request on the grounds that it is irrelevant to any claim or defense in this action.

20. All documents evidencing any agreement between the original lender, or Plaintiff, or any other person or party and any appraisal company, appraiser, or mortgage broker relating to the mortgage, loan the subject of this action or the real propelly subject to the mortgage loan the subject of this action.

RESPONSE #20: Plaintiff objects to this request on the grounds that it is irrelevant to any claim or defense in this action.

21. All documents evidencing any agreement between the original lender and any person or party relating to the servicing, in any respect, of the mortgage loan the subject of this action.

RESPONSE #21: Plaintiff objects to this request on the grounds that it is overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence.

22. All documents evidencing any agreement between Plaintiff and any person or party relating to the servicing, in any respect, of the mortgage loan the subject of this action.

RESPONSE #22: See additional interrogatory Response #21.

23. All documents comprising invoices, bills, or statements for any charges in connection with the mortgage loan the subject of this action, including but not limited to appraisals, inspections, BPOs (Broker Price Opinions), attorneys' fees, accounting fees, and the like whether or not identified on the HUD-l Settlement Statement.

RESPONSE #23: See Payment History, Bates Nos: PL00032-PL00039.

24. All documents comprising the account servicing records in connection with the mortgage loan the subject of this action relating to calculation of interest, interest rate adjustments, ARM audits, and the like from the inception of the account to the present.

RESPONSE #24: See all documents produced herewith.

25. All documents relating to any suspense or unapplied account transactions in connection with the mortgage loan the subject of this action from inception of the account to the present.

RESPONSE #25: Plaintiff objects to this request on the grounds that it is overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Notwithstanding the foregoing objects, see all documents produced herewith.

26. All documents setting forth the assessment of any late fees and the treatment thereof (e.g. as liquidated damages, interest, or otherwise).

RESPONSE #26: See Payment History, Bates Nos.: PL00032-PL00039.

27. All documents setting forth the reporting of any late fees as interest to the Internal Revenue Service.

RESPONSE #27: Plaintiff objects to this request on the grounds that it is irrelevant to any claim or defense in this action.

28. All appraisals and property inspections concerning the real property subject to the mortgage loan that is the subject of this action.

RESPONSE #28: Plaintiff objects to this request on the grounds that it is irrelevant to any claim or defense in this action.

29. All appraisals, evaluations, broker assessments, or other valuations as to the mortgage loan that is the subject of this action.

RESPONSE #29: Plaintiff objects to this request on the grounds that it is irrelevant to any claim or defense in this action.

30. All documents setting forth any forced-placed insurance on the real property subject to the mortgage loan that is the subject of this action.

RESPONSE #30: None.

31. All documents setting forth any authority of Plaintiff to institute any foreclosure.

RESPONSE #7: See Note, Bates Nos.: PL00001-PL00005; Mortgage, Bates Nos.: PL00006-PL00027; Assignment(s) of Mortgage Bates Nos.: PL00028-PL00029.

32. All documents setting forth any notice to the borrower that any person or party intended to force-place insurance coverage on the real property subject to the mortgage loan that is the subject of this action.

RESPONSE #32: None.

33. All documents signed by the borrower authorizing the assessment, charge, or collection of any forced-placed insurance coverage.

RESPONSE #33:None.

34. All documents setting forth the present physical location of the original, recorded mortgage and assignments and the original note and assignments the subject of this action.

RESPONSE #34: The original note and mortgage can be made available for inspection to Defendant at the office of Plaintiff's undersigned counsel at a mutually convenient date and time.

35. All documents setting forth the name, address, and telephone number of the physical custodian of the original note and assignments and original mortgage and assignments that is the subject of this action.

RESPONSE #35: See additional interrogatory Response #34.

36. All documents setting forth the assignment of either the mortgage or note the subject of this action to any Trust, Specialized Investment Vehicle (SIV), Collateralized Mortgage Obligation (CMO), Collateralized Debt Obligation (CDO), series of mortgage-backed securities or certificates (MBS), or credit default swap (CDS) at any time.

RESPONSE #36: Plaintiff objects to this request on the grounds that it is irrelevant to any claim or defense in this action.

37. All documents setting forth the full name, current address, and telephone number of each holder of or investor in any SIV, CMO, CDO, MBS, or CDS which is collateralized in whole or in part by either the mortgage or note the subject of this action or any right incident thereto or thereunder.

RESPONSE #37: Plaintiff objects to this request on the grounds that it is so vague and ambiguous, it cannot reasonably ascertain the information sought.

38. All documents which identify the full name, current address, and telephone number and employer of all persons who authorized the filing of this foreclosure action.

RESPONSE #38: Plaintiff objects to this request on the grounds that it is irrelevant to any claim or defense in this action.

39. All documents which identify any transfer or assignment, of any foreclosure rights to any party (as required by 12 use sec. 3754).

53. All documents identifying the Operations Account Manager (OAM) for the specific account(s) related to the loan the subject of this action.

RESPONSE #53: Plaintiff objects to this request on the grounds that it is so vague and ambiguous, it cannot reasonably ascertain the information sought.

54. All documents concerning or relating to any reports of transactions between financial and foreclosure-related systems as to the loan the subject of this action, including but not limited to reports provided by Fidelity systems and/or tracked in web-based filing cabinets (including but not limited to BalboaIT _CCS) and in any system including but not limited to AXSPoint, COOL, or otherwise.

RESPONSE #54: Plaintiff objects to this request on the grounds that it is so vague and ambiguous, it cannot reasonably ascertain the information sought.

55. All documents evidencing the receipt and application of any monies received from or as a result of the Federal Trouble Assets Recovery Program (TARP) including but not limited to any request for such funds based in part on a default of the loan the subject of this action and application of any such funds toward any such default.

RESPONSE #55: Plaintiff objects to this request on the grounds that it is irrelevant to any claim or defense in this action.

56. All retainer agreements, engagement letters, or other documents evidencing any obligation of Plaintiff or any party in privity therewith or acting on authority thereof or assuming the obligations thereof to pay attorneys' fees and costs to counsel for Plaintiff in this action.

RESPONSE #56: Plaintiff object to this request on the grounds that it is irrelevant to any claim or defense in this action, is not reasonably calculated to lead to the discovery of admissible evidence, and seeks information protected by the attorney client privilege.

57. All reports of any experts, accountants, and the like upon which Plaintiff intends to rely in the trial of this cause or at any hearing.

RESPONSE #57: See Response #2.

58. All documents upon which Plaintiff intends to rely or which Plaintiff intends to introduce into evidence in support of any Motion or at the trial of this cause.

RESPONSE #58: Subject to the foregoing general objections, Plaintiff states that it has not yet decided what documents it will introduce at the trial of this matter but may offer any documents produced by Plaintiff and/or Defendant in discovery.

59. All documents used to answer the Interrogatories that were served at the same time as these Requests to Produce.

RESPONSE #7: **See all documents produced herewith.**

60. All documents showing the relationship between Plaintiff, Aurora Bank FSB and the actual owner of the Note and Mortgage in this case.

RESPONSE #60: **Plaintiff was assigned the subject note and mortgage from Aurora Loan Services, LLC which was a subsidiary of the former Aurora Bank FSB.**

FINKEL LAW FIRM LLC

Magalie A. Arcure (S.C. Bar 78855)
Post Office Box 41489
Charleston, SC 29423
Main: (843) 577-5460
Direct: (843) 576-6307
Facsimile: (843) 577-5135
Attorneys for Plaintiff

Dated: October 4, 2012

FILED

2012 JUN 27 AM 8:49

JULIE J. ARMSTRONG
CLERK OF COURT

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

Aurora Loan Services, LLC,

PLAINTIFF,

vs.

Rhonda Lewis Meisner,

DEFENDANT.

IN THE COURT OF COMMON PLEAS

CASE NO.: 2011-CP-10-812

CONSENT ORDER OF REFERENCE

It is stipulated, consented and agreed to by Aurora Loan Services, LLC ("Plaintiff") and Rhonda Lewis Meisner ("Defendant"), by and through their undersigned counsel, being all parties appearing in this case, that this matter be referred to the Honorable Mikell R. Scarborough, as Master in Equity for Charleston County, South Carolina, in accordance with Rule 53 of the South Carolina Rules of Civil Procedure, and that the Master shall exercise all power and authority which a Circuit Judge sitting without a jury would have, including but not limited to, making findings of fact and conclusions of law; directing entry of final judgment; hearing any issues, including motions, after sale or judgment; issuing any and all orders, supplemental orders, and writs of assistance; and hearing any issues involving possession and/or removal of property and appraisal proceedings, with any appeal from the final judgment being to the Supreme Court or the Court of Appeals as provided by the South Carolina Appellate Court Rules.

IT IS SO ORDERED.

Presiding Judge, 9th Circuit

Charleston, South Carolina
June 26, 2012

PAID
Date 6-29-2012
Amount $125.00
MIKELL R. SCARBOROUGH
MASTER IN EQUITY
By

1043

21

Affidavit of Service

DOCKET NUMBER: 11-CP-10-0812
COURT OF COMMON PLEAS FOR CHARLESTON COUNTY, SC
CASE STYLE:
FILE NUMBER: F35672

PLAINTIFF: AURORA LOAN SERVICES, LLC, et seq.
vs.
DEFENDANT: RHONDA MEISNER, et al

SERVICE OF PROCESS ON: RHONDA LEWIS MEISNER

METHOD OF SERVICE: **A true and correct copy of the above-described papers were served on the below-named party in the following manner:**

- ( ) **(PERSONAL)** By personally delivering a copy into the hands of the person to be served.
- (X) **(SUBSTITUTE)** By leaving a copy at dwelling house or usual place of abode with some person of suitable age and discretion then residing therein
- ( ) **(CORPORATION/PARTNERSHIP)** By leaving a copy with an officer, a managing or general agent, or with any other agent authorized by appointment or by law to receive service of process
- ( ) **(OTHER** - i.e., State of South Carolina, State Officer or Agency, Governmental Subdivision, etc) By leaving a copy with the below-named person
- ( ) **(NON-SERVICE** - PROOF OF DUE DILIGENCE) After due and diligent efforts, undersigned was unable to effect service.

PLACE OF SERVICE: **1 CHESTER RD**
BLYTHEWOOD, SC 29016

Is the place of service the dwelling house or usual place of abode for the party being served ? (x) Yes ( ) No

02/12/2011 **9:10 AM**

FILED
2011 FEB 16 AM 11:04
JULIE J. ARMSTRONG
CLERK OF COURT
BY _____

TYPE OF DOCUMENTS: (x) SUMMONS & COMPLAINT (x) LIS PENDENS
(x) OTHER: **NOTICES**

DESCRIPTION OF PARTY RECEIVING DOCUMENTS: The person receiving the documents is described as follows:
Name Grantt Meisner, Relationship/Title Husband
Sex , Race , Facial Hair No. White male
Age(prox) ; Height(prox) 6' 0", Weight(prox.) 190

MARITAL STATUS: ( ) Single (X) Married ( ) Separated ( ) Unknown

MILITARY STATUS: PER MY INVESTIGATION, SAID PERSON
( ) WAS (X) WAS NOT ENGAGED IN THE U S. MILITARY AT THE TIME OF SERVICE ( ) UNKNOWN
MILITARY BRANCH, IF APPLICABLE:

IS THE SUBJECT PROPERTY A MOBILE HOME? ( ) YES (X) NO ( ) MOBILE HOME VIN NOT VISIBLE
VIN #.

COMMENTS: DROP SERVICE A WHITE MALE, BEING 6' 0" TALL ABOUT 190 POUNDS,ABOUT 55 TO 60 YEARS OF AGE, TOLD THE SERVER HE IS THE HUSBAND OF, RHONDA MEISNER, HIS NAME IS GRANTT MEISNER, HE WOULD NOT TELL THE SERVER IF SHE WAS AT THIS ADDRESS OR NOT. THE SERVER NOTED THAT THERE WERE 2 VEHICLES AT THE HOUSE, A BLACK SUBURBAN AND A DARK GRAY LINCOLN TOWN CAR WITH SC TAG # 200-5CU. THERE WAS A LADY POCKET BOOK ON THE FRONT PASSENGER SEAT OF THE TOWN CAR, 2 SMALL CHILDREN PLAYING OUTSIDE. I KNOCKED ON THE DOOR ON THE BACK PORCH, A FEMALE VOICE ASKED WHO IT WAS, I SAID JEFF COSTNER, A WHITE MALE CAME OUT SIDE ON THE BACK PORCH, WHEN I ASKED IF RHONDA MEISNER WAS THERE, HE SAID I KNOW WHAT YOU ARE TRYING TO DO, I TOLD HIM I HAD COURT PAPERS FOR THE PROPERTY AT THE ISLE OF PALMS, HE SAID JUST A MINUTE, HE WENT BACK INSIDE, CAME BACK OUT ABOUT 15 SECONDS LATER, AND SAID YOU WILL NEED TO SERVE HER AT THAT HOUSE. I EXPLAINED TO HIM THAT I WAS GOING TO DROP SERVICE AT THIS DOOR IF SHE OR HE DID NOT ACCEPT SERVICE. HE WAS VERY NICE ABOUT IT BUT SAID YOU DO WHAT YOU NEED TO DO BUT I AM NOT TAKING THE PAPERS. I DROPPED THEM ON THE BACK PORCH ON SATURDAY 02/12/2011 AT 9:10 AM.

Signature of Process Server. The undersigned declares, under penalty of perjury, that the foregoing is true and correct and that the deponent is over the age of 18 and is not a party to nor interested in this action

NAME: Jeff Costner

Jeff Costner
Signature of Process Server

2/12/2011
Date

STATE OF South Carolina

COUNTY OF Richland

Sworn and subscribed before me this 12th day of February in the year of 2011

✓ Personally known to me or ___ identified by the following document:

Type: _____ Number/Reference: _____

Rhonda Coates Notary Public for South Carolina

Notary Public (Legal Signature)

Commission Expiration July 15, 2012

STATE OF SOUTH CAROLINA	IN THE COURT OF COMMON PLEAS
COUNTY OF CHARLESTON	CASE NO: 2011-CP-10-812
Aurora Loan Services, LLC,	(NON-JURY MORTGAGE FORECLOSURE)
PLAINTIFF,	**MOTION TO SUBSTITUTE PLAINTIFF**
vs.	
Rhonda Lewis Meisner,	
DEFENDANT.	

FILED
2012 OCT 23 AM 10:23
JULIE J. ARMSTRONG
CLERK OF COURT
BY

THE PLAINTIFF, by and through its undersigned attorneys, moves before this court for an Order Substituting Plaintiff pursuant to S.C.R.C.P., Rule 17(a), 25(c), and 25(e). This motion is based on the grounds that by an assignment to Nationstar Mortgage, LLC executed on June 26, 2012, Aurora Loan Services, LLC, assigned its rights and interest in the mortgage that is the subject of the above-captioned foreclosure action to Nationstar Mortgage, LLC. A copy of the assignment is annexed hereto as Exhibit A.

Accordingly, Nationstar Mortgage, LLC, as the holder of the note and mortgage which are the subject matters of this foreclosure action should be substituted as the Plaintiff.

Respectfully submitted,

FINKEL LAW FIRM LLC

Magalie A. Arcure (SC Bar No. 78855)
P.O. Box 41489
Charleston, SC 29423
Phone: (843) 577-5460
Facsimile: (843) 577-5135
Attorneys for Plaintiff

Dated: September 13, 2012

STATE OF SOUTH CAROLINA	)	COURT OF COMMON PLEAS
COUNTY OF CHARLESTON	)	CASE NO. 11-CP-10-812
	)	DEFENDANT'S MOTTION TO DISMISS
AURORA LOAN SERVICES, LLC,	)	RULE 12-B-6
Plaintiff,	)	RULE 12-B-7
Vs.	)	
RHONDA LEWIS MEISNER,	)	
Defendant.	)	

FILED
2011 MAR -8 PM 4:09
BY
JUDE J. ARMSTRONG
CLERK OF COURT

Comes now, Defendants, through her undersigned, to move to dismiss this case pursuant to Rule 12-b-7, and 12-b-6 SCRCP, based on the following:

1. This is an action for foreclosure.
2. Plaintiff claims to have the legal right to enforce the Note, secured by the Mortgage in this matter.
3. However, Plaintiff has filed and served this action before recording an Assignment of Mortgage from Lehman Brothers Bank, FSB (hereinafter referred to as "original creditor") to itself. The Plaintiff, therefore, lacks the necessary standing to file this action prior to acquiring and recording an Assignment of Mortgage.
4. This failure to record the Assignment of Mortgage leaves Defendants subject to double or triple liability from MERS, INC and/or original creditor.
5. Rule 19 (a) (2) (ii), of the South Rules of Civil Procedure states that "*A person who is subject to service of process and whose joinder will not deprive the court of jurisdiction over the subject matter of the action shall be joined as a party in the action if... the disposition of the action in his absence may... leave any of the persons already parties subject to a substantial risk of incurring double... obligations by reason of his claimed interest.*"

6. Rule 12 (b) (7), SCRCP, calls for the dismissal of an action pursuant to Rule 19 stated above. Failure to join MERS, Inc and/or original creditor to the action will expose Defendants to double or triple liability in the action. Plaintiff has failed to join original creditor or MERS, Inc. as a party to this action.

7. Because Plaintiffs have failed to record an assignment before they commenced this action, they have failed to state a cause of action where relief could be granted. Therefore, if this Court does not dismiss this action against Rule 12-b-7, SCRCP, it should dismiss this action under Rule 12-b-6, SCRCP.

WHEREFORE, Defendants move before this Court that:

A. This case be dismissed prejudice according to Rules 12 (b) (7), and/or Rule 12-b-6, SCRCP
B. If the Court does not grant A, Order that MERS, Inc. and Lehman Brothers Bank, FSB be joined to the action and
C. Any other relief that this Court deem prudent, just and proper.

STATE OF SOUTH CAROLINA	) COURT OF COMMON PLEAS
COUNTY OF CHARLESTON	) CASE NO. 11-CP-10-812
	) DEFENDANT'S MOTTION TO DISMISS
AURORA LOAN SERVICES, LLC,	) MEMORANDUM OF LAW IN
Plaintiff,	) SUPPORT OF MOTION TO DISMISS
Vs.	)
RHONDA LEWIS MEISNER,	)
Defendant.	)

FILED
2012 MAY 14 PM 1:47
JULIE J. ARMSTRONG
CLERK OF COURT
BY

I. POWER OF ATTORNEY IS NOT RECORDED WITH THE ASSIGNMENT AS REQUIRED BY SOUTH CAROLINA LAW

MERS (Mortgage Electronic Registration System), as assignee for original creditor, Lehman Brothers, FSB. (hereinafter referred to as Original creditor), executed the alleged assignment to Plaintiff. For this assignment to be valid, there would have to be a Power of Attorney recorded. There would need to be a Power of Attorney from Original Creditor to MERS to act on their behalf. There appears to be no Power of Attorney on the records of Dorchester County for the necessary Power of Attorney as required by §62-5-501 ©, South Carolina Code of Laws. Therefore, the assignment is invalid and original creditor is a necessary party for this action since they are still the holder of the mortgage in this case. As persuasive authority, Judge Watts ruled verbally in ***BAC Home Loans Servicing vs. Elisa Ward, 2009-CP-18-1239***, that a Power of Attorney was necessary to validate an assignment from MERS, as assignee for the original creditor to the Plaintiff in that action even assuming, as Defendants do not, that MERS can assign something that they do not own.

In addition, under §30-7-10 et seq., SC Code of Laws, the recording statutes for South Carolina, it is extremely unclear that MERS has the authority to list itself as a mortgagee beneficiary. The statutes do not authorize financial institutions, such as, original creditor to use the name of a shell company, nominee, or other agent as opposed to the actual owner of the mortgage, the interest in the land. The point of the land recording statutes is to provide a transparent, reliable record of actual, not nominal, land and mortgage ownership. This notice requirement of the statute not only applies to third parties, but applies to the Defendant to confirm that the entity suing them in foreclosure has proper and valid standing to sue.

II. EVEN IF THE ASSIGNMENT IS VALID (WHICH IT IS NOT), THE ASSIGNMENT IS ONLY VALID FOR THE MORTGAGE, NOT THE NOTE

MERS is only assignee for the Mortgage, not the Note. Therefore, any "assignment" from MERS to the Plaintiff is valid only for the Mortgage, not the note in spite of the assignment purporting to assign the Note and the Mortgage. MERS does not appear on the note; there are no documents from original creditor giving authority to MERS to

assign the note to anyone. The Plaintiff must be the holder of the Note and the Mortgage to foreclose. The Note and the Mortgage are separate documents with a separate chain of custody for both of them. ***MERS, INC. vs. Leonard F. Girdvainis, 2005-CP-43-0278,*** stated that:

"*MERS contractual relationship with lenders is that the lender retains the note, the debt thereby represented.*" "*The lender retains the note and servicing right.*"

Girdvainis uses MERS's own words against them in ***MERS VS. Nebraska Dept. of Banking and Finance, 270 Neb. 529*** MERS represented in that case that it did not hold promissory notes. In addition, they are not the assignee for the real note holder as far as the note goes. The Nebraska Supreme Court reached this conclusion based on the submissions by counsel for MERS that

"*MERS does not take applications, underwrite loans, make decisions on whether to extend credit, collect mortgage payments, hold escrows for taxes and insurance, or provide any loan servicing functions whatsoever. MERS merely tracks the ownership of the lien and is paid for its services through membership fees charged to its members. MERS does not receive compensation from consumers.*" **270 Neb. at 534**

MERS does not have the authority to assign the mortgage. They are merely the record keeper of who actually owns the mortgages. Either way, there is nothing that gives them the authority to assign the note since they have no Power of Attorney or ownership over the note. MERS is neither the original creditor, nor assignee for original creditor on the note that Defendant signed in favor of Lehman Brothers, FSB. MERS has nothing to do with the note in this case. Therefore, there would have to be a separate assignment for the note from original creditor directly to Plaintiff for the note and one for the Mortgage for Plaintiff to be the valid holder of the note and Mortgage for the Plaintiff to foreclose in this case. ***U.S. Bank, N.A., as Trustee... vs. Emmanuel (2010 NY Slip Op 50819U).*** Judge Schlack of the ***Emanuel*** case found a MERS "assignment" a nullity as it failed to validly assign the note.

The Kansas Supreme Court dealt with the same issue in ***Landmark National Bank vs. Kessler 2009 Kansas LEXIS 834 (2009)*** that of splitting the ownership of the note and the mortgage when MERS is involved. The Supreme Court of Kansas held in ***Kessler*** that:

"*The practical effect of splitting the deed of trust (mortgage) from the promissory note is to make it impossible for the holder of the note to foreclose, unless the holder of the deed of trust (mortgage) is the agent of the holder of the note. Without the agency relationship, the person holding only the note lacks the power to foreclose in the event of default. The person holding only the deed of trust (mortgage) will never experience default because only the holder of the note is entitled to payment of the underlying obligation. The mortgage loan becomes ineffectual when the note holder did not also hold the deed of trust (mortgage).*

Another case that condemns MERS is ***Bellistri v. Ocwen Loan Servicing, LLC, 284 S.W.3d 619, 623 (Mo. App. 2009)"*** The Missouri Court found that, because MERS was not the original holder of the promissory note and because the record contained no evidence that the original holder of the note authorized MERS to transfer the note, the language of the assignment purporting to transfer the promissory note was ineffective. "MERS never held the promissory note, thus its assignment of the deed of trust to Ocwen separate from the note had no force, **284 S.W. 3rd at 624.** "

When a note secured by a mortgage is transferred, "transfer of the note carries with it the security, without any formal assignment or delivery, or even mention of the latter." ***Carpenter v. Longan, 16 Wall. 271, 83 U.S. 271, 275, 21 L.Ed. 313 (1872)***. Clearly, the objective of this principle is "to keep the obligation and the mortgage in the same hands unless the parties wish to separate them." ***Restatement (Third) Of Property (Mortgages) § 5.4 (1997).*** The principle is justified, in turn, by reasoning that the "the debt is the principal thing and the mortgage an accessory." Id. Consequently, "[e]quity puts the principal and accessory upon a footing of equality, and gives to the assignee of the evidence of the debt the same rights in regard to both." Id. Given that "the debt is the principal thing and the mortgage an accessory," the Supreme Court reasoned that, as a corollary, "[t]he mortgage can have no separate existence." ***Carpenter, 83 U.S. at 274, 16 Wall. 271***. For this reason, "an assignment of the note carries the mortgage with it, while an assignment of the latter alone is a nullity." ***Id. at 274, 16 Wall. 271***. While the note is "essential," the mortgage is only "an incident" to the note. ***Id***

5-Star Management vs. Rogers, 940 F. Supp, 512, 520 n.5 (E.D.N.Y. 1996)
"To allow the assignee of a security instrument to enforce the security agreement would expose the obligor to a double liability, since a holder in due course of the promissory note clearly is entitled to recover from the obligor."

This is exactly the double liability that Rule 12-b-7, SCRCP, that Defendants are fearful of to move to dismiss this case.

More persuasive authority can be found in **Wells Fargo vs. Berns (2010-CP-23-4119).** Judge Simmons, Master-in-Equity for Greenville County, first dismissed this action because Plaintiff failed to join the original creditor as a party in a case, as this one, which has a "MERS assignment" from original creditor to Wells Fargo. Judge Simmons altered this judgment, but still required Plaintiff to join the original creditor as a party to the action because MERS was never listed on the note and Berns was faced with double liability for failure to join original creditor as a party to the action.

Either this Court should dismiss this action for failure to join the original creditor to this action or at the least, the original creditor should be forced to join this action.

If MERS is only a nominee, it is dubious at best that the recording statutes are allow MERS to be listed as a mortgagee. Only the lender can be a mortgagee, not an assignee of the mortgage. IF MERS is a nominee, the assignment of Mortgage is invalid.

If MERS is a mortgagee, they have no rights in the note and therefore, cannot assign to Plaintiff, what they do not have rights in, namely the note. The ownership of the Note and Mortgage have been separated. The mortgage follows the note. Without a valid assignment of the **note and** the mortgage in this case, the assignment for the Mortgage only does not allow the Plaintiff to foreclose.

The Plaintiff must be the holder of the note and the mortgage to foreclose. The Plaintiff, as most, is the holder of the mortgage. The Plaintiff cannot be the holder of the note as MERS is not mentioned on the note. Even if the Court does not agree with the conclusions of Defendants' counsel, at the very least, there is a grave doubt as to whether the note and the mortgage are validly assigned, an issue to be ultimately and completely decided in this case by the Court. Therefore, the original creditor, Solstice Capital Group, Inc. is a necessary party to this action to have its rights, if any adjudicated. Failure to add original creditor would subject the Defendants to double liability potentially in this case. Therefore, this case should be dismissed for failure to join original creditor or the Court should require Plaintiff to file an Amended Summons and Complaint naming them as a party in the action if it is feasible to join them.

William H. Sloan
Post Office Box 85
Summerville, SC 29484
843-873-7531
Attorney for Defendant
May 14, 2012

STATE OF SOUTH CAROLINA	IN THE COURT OF COMMON PLEAS
COUNTY OF CHARLESTON	CASE NO.: 2011-CP-10-812
Aurora Loan Services, LLC, PLAINTIFF, vs. Rhonda Lewis Meisner, DEFENDANT.	**PLAINTIFF'S RETURN TO DEFENDANT'S MOTION TO DISMISS**

FILED
2011 APR 26 AM 3:30
JULIE J. ARMSTRONG
CLERK OF COURT

Aurora Loan Services, LLC, by and through its undersigned counsel, hereby responds to Rhonda Lewis Meisner's ("Defendant") Motion to Dismiss or Stay ("Motion"). Plaintiff alleges as follows.

1. Unless expressly admitted herein, Plaintiff denies each and every allegation in the Motion.

2. Each allegation of the Complaint in this matter is hereby incorporated by reference. Plaintiff denies any factual allegation in the Motion inconsistent therewith and demands strict proof.

3. Plaintiff craves reference to the public records of Charleston County, South Carolina, for the subject documents of Plaintiff's action, and denies anything inconsistent therewith.

4. Paragraph 1 of the Motion contains a statement or conclusion of law which does not require a response.

5. To the extent paragraph 2 of the Motion requires a response, Plaintiff's states that the Complaint alleges that Plaintiff is the servicer and/or mortgagee of the note and mortgage covering real property located in Charleston County and is entitled to enforce same.

6. Plaintiff admits so much of paragraph 3 of the Motion that may be construed to allege that at the time of filing the Summons and Complaint in this matter, Plaintiff's interest in the subject property was not recorded at the Charleston County Office of the Register of Deeds. Further responding, Plaintiff states that it is the proper party to bring this instant action by virtue of an assignment of the subject Note and Mortgage from Lehmman Brothers Bank, FSB to Mortgage Electronic Registration Systems, Inc., and by a subsequent assignment to Aurora Loan Services, LLC. As such, Plaintiff does have standing to bring the instant foreclosure action against Defendant, as set forth in the Summons and Complaint filed

by Plaintiff in this matter. Plaintiff denies all remaining allegations of Paragraph 3 and demands strict proof.

7. Plaintiff denies paragraph 4 of the Motion.

8. Paragraph 5 of the Motion contains a statement or conclusion of law which does not require a response.

9. To the extent paragraph 6 of the Motion contains statements or conclusions of law, no response is required. Plaintiff denies the remainder of the allegations in paragraph 6 of the Motion and demands strict proof.

10. Plaintiff denies paragraph 7 of the Motion.

11. Plaintiff avers that the party seeking foreclosure must establish a prima facie showing of the existence of a debt, that the plaintiff is the owner of the debt, and that the debtor is in default. See U.S. Bank Trust Nat. Ass'n. v. Bell, 385 S.C. 364, 375 684 S.E.2d 199, 205 (Ct. App. 2009) citing Franklin Credit Mgmt. Corp. v. Nicholas, 73 Conn. App. 830, 812 A.2d 51, 57-58 (2002). ("In a mortgage foreclosure action, to make out its prima facie case, the foreclosing party had to prove by a preponderance of the evidence that it was the owner of the note and mortgage and that the [defendant] had defaulted on the note."), Campaign v. Barba, 23 A.D.3d 327, 805 N.Y.S.2d 86, 86 (N.Y.App.Div.2005) ("To establish a prima facie case in an action to foreclose a mortgage, the plaintiff must establish the existence of the mortgage and mortgage note, ownership of the mortgage, and the defendant's default in payment.")).

12. Plaintiff alleged that it "is the servicer and/or mortgagee of the note and mortgage covering real property," (Compl. ¶ 2), based on it being the assignee of the loan originator. (Compl. ¶¶ 7, 10). Plaintiff further alleged that the debt is in default and has not been satisfied. (Compl. ¶ 14). As a threshold matter, therefore, viewing the Plaintiff's allegations as true as required by the rule, Defendant has failed to meet the requirements of Rule 12(b)(6) for dismissal on the pleadings. Plaintiff has pled facts sufficient to establish a cause of action for foreclosure.

13. Plaintiff is the holder in due course of the subject note and mortgage by virtue of the properly recorded assignments below:

a. Lehman Brothers Bank, FSB assigned the subject mortgage to Mortgage Electronic Registration Systems, Inc. ("MERS"), as nominee for Lehman Brothers Bank FSB. The assignment was recorded in the Office of the Register of Deeds for Charleston County on November 19, 2007 in Book 644, Page 001.

b. MERS, as nominee for Lehman Brothers Bank, FSB assigned the subject mortgage to Aurora Loan Services, LLC, the present lienholder and Plaintiff, on February 10, 2011. The assignment was recorded in the Office of the Register of Deeds for Charleston County on March 22, 2011 in Book 0178, Page 045.

Further responding, Plaintiff avers that an assignment need not be recorded in order to effectuate an actual transfer of the rights in the assigned note and mortgage. S.C. Code Ann. § 30-7-40 states requires recordation of assignments so as to give effect to "the rights of *subsequent* creditors (whether lien creditors or simple contract creditors), or purchasers for valuable consideration."

14. Plaintiff is the proper party to bring this action.

15. By virtue of the foregoing, Plaintiff has named all necessary parties to this action.

16. The Defendant's Motion has no basis in law or fact and was filed for the purpose of delay.

WHEREFORE, Plaintiff requests that the Defendant's Motion be stricken or denied, and that the Plaintiff be granted attorneys fees and sanctions as appropriate.

FINKEL LAW FIRM LLC

Magalie A. Arcure (S.C. Bar 78855)
Post Office Box 225
Charleston, SC 29402
Main: (843) 577-5460
Facsimile: (843) 577-5135
Attorneys for the Plaintiff

Dated: April 22, 2011

STATE OF SOUTH CAROLINA COUNTY OF CHARLESTON	) COURT OF COMMON PLEAS) CASE NO. 11-CP-10-812	
AURORA LOAN SERVICES, LLC, Plaintiff, Vs. RHONDA LEWIS MEISNER, Defendant.	) CONSENT ORDER OF) CONTINUANCE	

FILED
2011 JUL 29 PM 12:11
JULIE J. ARMSTRONG
CLERK OF COURT
BY

This is a case for foreclosure on the primary residence of the Defendant. Therefore, this case is stayed by the Administrative Order of Chief Justice Toal of May 2, 2011.

This case is currently scheduled for an Initial Motion to Dismiss of Defendant scheduled for July 28, 2011. Both parties agree that this Motion should be stayed until Foreclosure Intervention in this case is completed.

IT IS THEREFORE ORDERED that the Motion to Dismiss of Defendant in this case be stayed until such time as Foreclosure Intervention per the Administrative Order in this case has been completed.

IT IS SO ORDERED!

Circuit Court Judge, Ninth Judicial Circuit

Charleston, SC
July 28, 2011

I SO MOVE:

William H. Sloan
Sloan Law Firm, PA
Post Office Box 85
Summerville, SC 29484
(843) 873-7531
Attorney for Defendant
sloanlawfirm@yahoo.com
July 28, 2011

I CONSENT:

Magalie A. Arcure, Esq
Finkel Law Firm
Attorney for Plaintiff
Post office Box 225
Charleston, SC 29402
843-577-5460
Fax 843-577-5135
marcure@finkellaw.com

STATE OF SOUTH CAROLINA	IN THE COURT OF COMMON PLEAS
COUNTY OF CHARLESTON	CASE NO.: 2011-CP-10-812
Aurora Loan Services, LLC,	**CERTIFICATION OF COMPLIANCE WITH ADMINISTRATIVE ORDER 2011-05-02-01**
PLAINTIFF,	
vs.	
Rhonda Lewis Meisner,	
DEFENDANT.	

FILED
2011 NOV 18 P 1:2:05
JULIE J. ARMSTRONG
CLERK OF COURT

The undersigned Plaintiff's attorney certifies as follows:

1. That this is an action for the foreclosure of owner occupied real property.

2. On May 31, 2011, Rhonda Lewis Meisner ("Defendant") was served with a Notice of Foreclosure Intervention. (Exhibit A).

3. In response to the Notice of Foreclosure Intervention, Defendant requested that the Mortgagee, or its designated agent, evaluate Defendant for foreclosure intervention eligibility. (Exhibit B)

4. On June 30, 2011, Defendant was sent an application to complete and return to Plaintiff's undersigned counsel in order to be evaluated for foreclosure intervention eligibility.

5. The Defendant returned incomplete documentation to be evaluated for foreclosure intervention eligibility, and despite multiple requests for the required items, Defendant has failed to submit complete documentation to Plaintiff. (Exhibit C).

6. The Defendant has been afforded a full and fair opportunity to submit all information or data pertaining to the Defendants' loan or personal circumstances for consideration by the Plaintiff or its designated agent.

7. Because Defendant failed to submit the information required for foreclosure intervention, that process has been completed 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 action.

8. On November 16, 2011, Defendant was served with a Notice of Denial. (Exhibit D).

FINKEL LAW FIRM LLC

Magalie A. Arcure (S.C. Bar 78855)
Post Office Box 41489
Charleston, South Carolina 29423
Tel: (843) 577-5460
Facsimile: (843) 577-5135
Attorneys for Plaintiff

Date: November 16, 2011

STATE OF SOUTH CAROLINA	IN THE COURT OF COMMON PLEAS
COUNTY OF CHARLESTON	CASE NO.: 2011-CP-10-812
Aurora Loan Services, LLC, PLAINTIFF, vs. Rhonda Lewis Meisner, DEFENDANT.	NOTICE OF FORECLOSURE INTERVENTION

TO: DEFENDANT RHONDA LEWIS MEISNER

PLEASE TAKE NOTICE THAT pursuant to the Supreme Court of South Carolina Administrative Order 2011-05-02-01, you may be eligible for foreclosure intervention programs for the purpose of resolving the above-referenced foreclosure action. If you wish to be considered for a foreclosure intervention program, you must contact the Finkel Law Firm LLC, 3955 Faber Place, Suite 200, Post Office Box 71727, North Charleston, South Carolina, 29415 or call (843) 577-5460 within thirty (30) days from the date of this notice. Finkel Law Firm LLC represents the Plaintiff in this action. Our law firm does not represent you and is not authorized and will not provide you with any legal advice.

IF YOU FAIL, REFUSE, OR VOLUNTARILY ELECT NOT TO PARTICIPATE IN THIS FORECLOSURE INTERVENTION PROCESS, THE FORECLOSURE MAY PROCEED.

FINKEL LAW FIRM LLC

Magalie A. Arcure (S.C. Bar 78855)
Post Office Box 41489
Charleston, South Carolina 29423
Tel: (843) 577-5460
Facsimile: (843) 577-5135
Attorneys for the Plaintiff

Dated: May 31, 2011

NOTICE PURSUANT TO THE FAIR DEBT COLLECTION PRACTICES ACT (15 U.S.C. § 1692 *et seq.*): This is an attempt to collect a debt and any information you provide will be used for that purpose. However, if you have previously received a discharge in bankruptcy, this message is not and should not be construed as an attempt to collect a debt, but only as a requirement pursuant to the administrative order.

F35672

SLOAN LAW FIRM
Post Office Box 85
SUMMERVILLE, SC 29484
843-873-7531 PH
843-873-7527 FAX
William H. Sloan, Jr.
bill@sloanlawfirm.net

June 27, 2011

Joseph T. Merli, Esq.,
Finkel Law Firm
Post Office Box 71727
North Charleston, SC 29415

Re: Aurora Loan Services, LLC vs. Rhonda Lewis Meisner
Case No. 11-CP-10-812

Dear Mr. Merli:

Please accept this letter as a response to your Request for Foreclosure Intervention as required by the *Administrative Order of 2011 re: Mortgage Foreclosures.*

You can make all communications through me and my office in attempt for intervention.

Ms. Mesiner is interested in a Loan Modification which would include principal reduction to the value of the property which has declined substantially in value. Ms. Mesiner plans on purchasing an appraisal of the property and will submit it to you as soon as it is available for your client's review.

Ms. Mesiner waives no defenses that they have asserted in their Motion to Dismiss or any other defenses that may assert if Intervention attempts fail to work.

We look forward to working with you to reaching a resolution of this case. With kind regards, we are

Thank you for your attention to this matter. With kind regards, we are

SLOAN LAW FIRM
Yours Truly,

William H. Sloan

43168

228

Magalie Arcure

From: Bill Sloan [sloanlawfirm@yahoo.com]
Sent: Wednesday, November 02, 2011 3:48 PM
To: Magalie Arcure
Subject: RE: FW: Aurora vs. Meisner Case No. 11-cp-10-812

Thanks for sending me the reminder. I will get back with her to get this to you by that deadline.
Thanks, Bill Sloan

William H. Sloan
Sloan Law Firm
Post Office Box 85
Summerville, SC 29484
Phone 843-873-7531
FAX 843-873-7527
This e-mail is subject to attorney-client privilege. If you received this message in error, you are ordered to destroy this e-mail.

--- On **Wed, 11/2/11, Magalie Arcure** <*marcure@FinkelLaw.com*> wrote:

> From: Magalie Arcure <marcure@FinkelLaw.com>
> Subject: RE: FW: Aurora vs. Meisner Case No. 11-cp-10-812
> To: "Bill Sloan" <sloanlawfirm@yahoo.com>
> Date: Wednesday, November 2, 2011, 3:42 PM
>
> Mr. Sloan:
>
> On October 6, I emailed you about certain documents that were missing from your client's foreclosure intervention package. As of today, I do not see where your client has returned these materials. Please let me know if you have sent them, and I just have missed them.
>
> My client wants to move this case forward, and has instructed me to file a Certification of Compliance with Administrative Order 2011-05-02-01 if we do not receive the materials by Friday November 11, 2011.
>
> Kind regards,
> Magalie A. Arcure
> FINKEL LAW FIRM LLC
> P.O. Box 41489
> Charleston, South Carolina 29423
> Physical address: 3955 Faber Place Drive, Suite 200
> North Charleston, South Carolina 29405
> Main: (843) 577-5460
> Direct: (843) 576-6311
> Facsimile: (843) 577-5135
> marcure@finkellaw.com
> www.finkellaw.com

From: Bill Sloan [mailto:sloanlawfirm@yahoo.com]
Sent: Thursday, October 06, 2011 4:36 PM
To: Magalie Arcure
Subject: RE: FW: Aurora vs. Meisner Case No. 11-cp-10-812

I will get with her to get those to you.

William H. Sloan
Sloan Law Firm
Post Office Box 85
Summerville, SC 29484
Phone 843-873-7531
FAX 843-873-7527
This e-mail is subject to attorney-client privilege. If you received this message in error, you are ordered to destroy this e-mail.

--- On **Thu, 10/6/11, Magalie Arcure** <***marcure@FinkelLaw.com***> wrote:

> From: Magalie Arcure <marcure@FinkelLaw.com>
> Subject: RE: FW: Aurora vs. Meisner Case No. 11-cp-10-812
> To: "Bill Sloan" <sloanlawfirm@yahoo.com>
> Date: Thursday, October 6, 2011, 4:28 PM
>
> Mr. Sloan:
>
> My client has notified me that the following documents are still needed for Ms. Meisner's foreclosure intervention review:
>
> - Mortgagor's most recent signed tax return, including all schedules
> - Mortgagor's 2 most recent bank statements, all pages
> - Mortgagor's most recent paycheck stub;
> - RMA form completed and signed by Mortgagor
>
> Please return these documents to me as soon as practicable so that I may forward to my client.
>
> Thanks very much,
>
> Magalie A. Arcure
> FINKEL LAW FIRM LLC
> P.O. Box 41489
> Charleston, South Carolina 29423
> Physical address: 3955 Faber Place Drive, Suite 200
> North Charleston, South Carolina 29405
> Main: (843) 577-5460
> Direct: (843) 576-6311

FINKEL
LAW FIRM LLC

MAGALIE A. ARCURE
MARCURE@FINKELLAW.COM

REPLY TO:
CHARLESTON LITIGATION

November 16, 2011

William H. Sloan
Sloan Law Firm, PA
Post Office Box 85
Summerville, SC 29484

Re: Aurora Loan Services, LLC v. Rhonda Lewis Meisner
C/A No.: 2011-CP-10-812
Our File No.: 53720.43168

Dear Mr. Sloan:

Enclosed please find correspondence from my client regarding your client's application for foreclosure intervention, which serves as the required denial notice pursuant to Administrative Order 2011-05-02-01. On October 6, 2011, I sent you an email listing the documentation missing from your client's application. To date, I have not received these.

My client has informed me that because of your failure to return the requested materials missing from Ms. Meisner's loss mitigation review, that process has been completed without resulting in a modification.

With kind personal regards, we are

Sincerely,

FINKEL LAW FIRM LLC

Magalie A. Arcure

Enclosure

COLUMBIA
1201 Main Street, Suite 1800
Post Office Box 1799 (29202)
Columbia, SC 29201
Tel: (803) 765-2935
Fax: (803) 252-0786

CHARLESTON
Litigation, Real Estate & REO
3955 Faber Place Drive, Suite 200
Post Office Box 41489 (29423)
North Charleston, SC 29405
Tel: (843) 577-5460
Fax: (843) 577-5135

CHARLESTON
Foreclosure
3955 Faber Place Drive, Suite 200
Post Office Box 71727 (29415)
North Charleston, SC 29405
Tel: (843) 577-5460
Fax: (843) 725-0015

November 15, 2011

)11-15-11

Rhonda Lewis Meisner
PO Box 567
Isle Of Palms SC 29451-0567

RE: Denial
Loan Number:
Property Address: 31 Sand Dollar Dr, Isle Of Palms SC 29451
Dear Customer(s):

As requested, Aurora Bank FSB (Aurora Bank, we, us) has reviewed your mortgage loan account for possible foreclosure alternative options. Unfortunately, we are unable to offer you a HAMP Modification for the following reasons:
We are unable to offer you a Home Affordable Program because you did not provide us with the documents we requested in the time frame required. A notice which listed the specific documents we needed and the time frame required to provide them was previously sent to you.

Loan Number:

NPV Calculation ID:
NPV Calculation Date:

As of the date of this letter, your request for a foreclosure alternative option is considered closed. To discuss the status of your mortgage loan account and any amount that may now be due, please call us toll free at 1-866-519-9242.

If you believe that any of the above information utilized in making our determination is inaccurate, please contact us via fax, e-mail or by mail and provide documentation supporting your claim. If you have documentation to support adjusting any of the above values, you must provide this documentation within thirty (30) days from the date of this letter.

Email: AuroraLMHampAppeals@aurorabankfsb.com
Fax: 1-866-517-7977
U.S. Postal Services: Aurora Bank
Attention: Loss Mitigation
PO Box 1706
Scottsbluff, NE 69363-1706

You should be aware that any pending foreclosure action may be immediately resumed from the date of this letter. No new notice of default, notice of intent to accelerate, notice of acceleration, or similar notice will be necessary to continue the foreclosure action. If you do not bring your mortgage loan account current immediately, any foreclosure action may resume from the point at which it was suspended without further notice.

If you can bring your mortgage loan account current or if you have any questions concerning this letter, please contact Aurora Bank at the address on our letterhead at the beginning of this letter or by calling us toll free at 1-866-519-9242. Additional assistance is available by calling the HOPE Hotline Number at 1-888-995-HOPE (4673) and requesting MHA Help. The HOPE Hotline is available free of charge and will connect you with a HUD-approved housing counselor. PLEASE ACT NOW TO SAVE YOUR HOME!

Depending upon your situation, you may be eligible for other alternatives to foreclosure. Foreclosure alternatives may include:

* Repayment Plan: allows you to repay the past due amount over a specified period of time

* Forbearance Plan: allows you to suspend or reduce your mortgage payments for a short period of time until a long term solution is available
* Loan Modification: allows us to modify one or more of your original mortgage terms which will provide you with an affordable payment based on your current financial information
* Pre-foreclosure Sale (short sale): allows you to sell your property, pay off your mortgage for an amount less than total pay off to avoid foreclosure and minimize the damage to your credit rating
* Deed in lieu of foreclosure: allows you to voluntarily deed your property to Aurora Bank. Taking this action may not save mortgage in the future.

To determine if you may qualify for any of the above foreclosure alternatives, please contact our office toll free at 1-866-519-9242. Be prepared to provide the following verbal information when you call:

* Reason for hardship
* A detailed overview of your current financial information including:
  - Current monthly income
  - Current balance of all liquid assets including checking, savings, mutual funds, 401K, etc.
  - Current monthly payments for all outstanding liabilities.

Additional information for all foreclosure alternative options is available online at www.myAuroraLoan.com.

Equal Credit Opportunity Act Notice

The federal Equal Credit Opportunity Act (ECOA) prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided that the applicant has the capacity to enter into a binding contract), because all or part of the applicant's income derives from any public assistance program, or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is:

Customer Assistance Group
Comptroller of the Currency
1301 McKinney Street, Suite 3450
Houston, TX 77010-9050

If you have any questions, please contact one of Aurora Bank's Customer Service Representatives at the address on our letterhead above or by calling 866-519-9242.

Sincerely,
RONDA P
Customer Relationship Management

Enclosures: Important Notice, Important Notice Regarding Credit Bureau Reporting Related to HAMP Trial Period Plan

Aurora Bank is a debt collector. Aurora Bank is attempting to collect a debt and any information obtained will be used for that purpose. However, if you are in bankruptcy or received a bankruptcy discharge of this debt, this communication is not an attempt to collect the debt against you personally, but is notice of a possible enforcement of the lien against the collateral property.

Important Notice Concerning Credit Bureau Reporting Related to the HAMP Trial Period Plan ("Plan")

Because you did not meet eligibility requirements for the particular HAMP program, or the Plan was not successfully completed, or a final modification of your loan was not approved, Aurora Bank will resume reporting the repayment status of your loan to the credit bureaus based on the contractual status of your loan at the time we determined you to be ineligible under the particular HAMP program, or the Plan was not completed, or a final modification of your loan was not approved. This means that if you did not meet eligibility requirements for the particular HAMP program, or any applicable trial period plan payment amounts were less than the contractual payments due on your loan, and you do not bring your loan contractually current at the time we determined you are ineligible for the particular HAMP program, or the Plan is not completed, or a final modification of your loan is not approved, the records of the credit bureaus may reflect the repayment status of your loan as contractually delinquent during our review of your eligibility for HAMP, or during the term of any applicable HAMP trial plan period.

NOTE: This means that the records of the credit bureaus may reflect the repayment status of your loan as contractually delinquent during our review of your eligibility for HAMP, or during the Plan period even if you were making the payments required by the Plan agreements.

Aurora Bank is a debt collector. Aurora Bank is attempting to collect a debt and any information obtained will be used for that purpose. However, if you are in bankruptcy or received a bankruptcy discharge of this debt, this communication is not an attempt to collect the debt against you personally, but is notice of a possible enforcement of the lien against the collateral property.

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MAR 3 1 2015
SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas Case No. 2011-CP-10-812
The Honorable Mikell R. Scarborough, Master-in-Equity

Appellate Case No. 2013-2694

NATIONSTAR MORTGAGE, LLC — Respondents,

v.

RHONDA MEISNER — Appellant.

PROOF OF SERVICE RECORD ON APPEAL

I hereby certify that on March 31, 2015 I served a copy of the RECORD ON APPEAL by the Appellant has been served on attorneys for the Respondent Nationstar Mortgage, LLC and has been served upon the parties in this action by mailing a copy postage pre-paid to: Robert A. Muckenfuss, T. Richmond McPherson McGuire Woods, LLP 201 North Tryon Street Suite 3000 Charlotte, NC 28202

Rhonda Meisner
Appellant
PO Box 689
Blythewood, SC 29016
pegasus333@icloud.com
(803)960-3696

March 31, 2015

RECEIVED
APR 27 2015
SC Court of Appeals

Certificate of Appellant

The undersigned hereby certifies that the Record on Appeal contains all material proposed to be included by any of the parties and not any other material. The exceptions are as follows: Defendant Meisner proposed the closing instructions sent by Lehman Bros. Bank FSB and the Administrative Order be included; however, upon review they were not included in the record of the lower court and were excluded.

March 24, 2015

Rhonda L. Meisner,
Appellant
Post Office Box 689
Blythewood, South Carolina
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Appellate Case No. 2013-2694

NATIONSTAR MORTGAGE, LLC — Respondents,

v.

RHONDA MEISNER — Appellant.

PROOF OF SERVICE

I hereby certify that on April 24, 2015 I served a copy of the Certificate of appellant has been served on attorneys for the Respondent Nationstar Mortgage, LLC and has been served upon the parties in this action by mailing a copy postage pre-paid to: Robert A. Muckenfuss, T. Richmond McPherson McGuire Woods, LLP 201 North Tryon Street Suite 3000 Charlotte, NC 28202

April 24, 2015

Rhonda Meisner
Appellant
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RECEIVED
JUN 29 2015
SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas Case No. 2011-CP-10-812
The Honorable Mikell R. Scarborough, Master-in-Equity

Appellate Case No. ~~2013-2694~~ 2013-002694

NATIONSTAR MORTGAGE, LLC — Respondents,

v.

RHONDA MEISNER — Appellant.

PROOF OF SERVICE for additional copy sent to Respondents of the RECORD ON APPEAL that was previously filed with the Court and served on the attorneys for the Respondents

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Pursuant to the Order of the Court of Appeals I hereby certify that on this day I served an additional copy of the previously filed and provided RECORD ON APPEAL on attorneys for the Respondent Nationstar Mortgage, LLC and has been served upon the parties in this action by mailing a copy postage pre-paid to: Robert A. Muckenfuss, McGuire Woods, LLP 201 North Tryon Street Suite 3000 Charlotte, NC 28202. Additionally, I filed a copy of this certificate of service for compliance with the Court of Appeals.

June 24th, 2015

Rhonda Meisner
Appellant
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