

STATE OF SOUTH CAROLINA)
COUNTY OF LEXINGTON)

COURT OF COMMON PLEAS

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C/A 2013-CP-132-01709

BNY MELLON,)

Plaintiff,)

v.)

Lanier et al.)

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APR 11 2017

SC Court of Appeals

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This court granted partial summary judgment to Plaintiff against Pro se, (SRL) defendant Lanier. Thereafter, Lanier filed a motion for reconsideration and hired counsel to represent her at that hearing. At the scheduled hearing, Plaintiff's and Defendant's counsel agreed to submit proposed Orders rather than argue the case.

Plaintiff's submitted Order, in essence, stated early order controls, motion is simply repeating and rearguing previously argued and decided matters. This Order supplements previously filed Order.

Defendant's submitted Order basically argues court erred in granted partial summary judgment as to liability because (1) there is question of fact if Plaintiff owns or owned the note and (2) question of facts about underlying pooling and service agreement.

Defendant argues:

- (1) the note appears to be a laser copy.
- (2) Plaintiff failed to attach original (or copy) of note and mortgage to complaint,
- (3) gap between date of assignment and recordation of assignment, and
- (4) questions of fact about underlying pooling agreement.

These arguments are not persuasive.

The transcript reveals that:

- (1) Lanier does not deny signing the note. See page 12 lines 19-13 line 16. She simply states she believes what was shown to her as the original note is a laser copy. See page 6 lines 8- 19. " So, later, after Ms. Caskey's firm got the case, I also went to her office to look at the documents....."

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(2) Plaintiff's proof of possession of note. Page 19 Line 23. -Page 20 lines 21 lines 2. "Ms. Caskey...is there any evidence to show that you did not have possession of the Note when the lawsuit was filed?

The court will not restate earlier ruling and law relating to (3) gap between assignment date and recordation or (4) underlying pooling agreement .

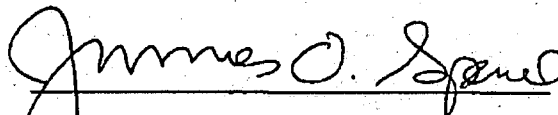
Proper ownership of the note is a critical issue since it protects the Defendant from the possibility of either paying multiple parties who present claims of ownership or being involved in multiple litigations involving different parties claiming ownership of the note.

The court notes that while the complaint alleges Lanier signed the note and mortgage August 2, 2002 and made payments until on or about September 2010, neither Plaintiff nor Defendant have brought to the court's attention (1) any action brought by a third party claiming note ownership nor (2) any allegation that while Lanier has not paid Plaintiff since 2010, Lanier has been making mortgage payments to another entity claiming ownership.

Motion denied.

AND IT IS SO ORDERED.

March 21, 2017



JAMES O. SPENCE

MASTER-IN-EQUITY