

FAX TO CT APPELL
ORIGINAL IN
MAIL
w/ \$25 CHECK

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM YORK COUNTY
In The Court of Common Pleas

S. Jackson Kimball III, Master-In- Equity

Appellate Case No. 2015- 000198
Lower Court Case No. 2007-CP- 46-04305

RECEIVED

JUN 13 2017

SC Court of Appeals

SunTrust Mortgage , Inc.,.....Respondent,

v.

Mark Ostendorff,.....Appellant.

PETITION FOR REHEARING

Mark Ostendorff
135 Cedar Creek Circle
Central, SC 29630
(864)640-3340
Appellant, pro se

AS

Brian S. Tatum, Esquire
PO Box 220517
Charlotte, NC 28222
(704)307-4305
Attorney for Respondent

Appellant Ostendorff requests this Court for a Rehearing on its decision to Dismiss Appeal

Pursuant to Rule 220(b) , SCACR, and *Shields v. Martin Marietta Corp.*, 303 S.C. 469, 470, 402 S. E. 2d 482, 483 (1991)., regarding the Lower Court's Order of Sale. Appellant's request is based upon in addition to those issues raised in his Final Brief, those issues raised in the earlier appeal of Appellant's Compulsory Counter Claim and also Appellant's appeal of Order of Foreclosure:

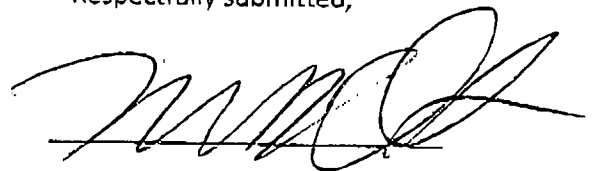
In another court case , *Ostendorff v. School District of Pickens County , et al*, another York County Courts judge , Alford Lee, on loan to Pickens County Courts, ruled that part of Ostendorff's claim for damages was dismissed because Ostendorff did not specifically notify Defendant of issues of contract. SunTrust never raised the issue of past due interest payments made by Ostendorff were posted by SunTrust after the first day of the month, which was the due date. Yet Judge Kimball in the Compulsory Counter Claim decided that Ostendorff missed the due date, which was the first day of each month. No where in SunTrust's Complaint that Ostendorff was ever late on his interest payments until long past SunTrust's breach of contract of not providing construction draws to Ostendorff, which materially interfered with Ostendorff completing the house and allowing securing permanent financing through SunTrust or numerous other offerings from other lenders.

Nothing was of merit, law or fact, in Judge Kimball's Dismissing Ostendorff's Compulsory Counter Claim. Had the Compulsory Counter Claim had gone to the jury, as demanded, Ostendorff would have prevailed based on facts and thus no foeclosure and subsequent sale.

Appellant Ostendorff requests this Court to Rehear its decision to Dismiss. Appellant requests that this case be remanded back to a lower court to hear the original compulsory counter claim with a jury as the finders-in-fact.

June 13, 2017

Respectfully submitted,



Mark Ostendorff

RECEIVED

JUN 13 2017

SC Court of Appeals