

83872

**THE STATE OF SOUTH CAROLINA  
In The Court of Appeals**

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**APPEAL FROM GREENVILLE COUNTY  
Court of Common Pleas  
Trial Court Case No. 2013CP23-02794**

**Honorable Alexander S. Macaulay, Circuit Court Judge**

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**Appellate Case No. 2014-002297**

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**RECEIVED**  
JUL 03 2017  
SC Court of Appeals

**Neva Steffens, Appellant,**

**v.**

**Ocwen Loan Servicing, LLC, Mortgage Electronic Registration Systems, Inc.,  
MERSCorps, Inc., American Home Mortgage Servicing, Inc. a/k/a Homeward Residential,  
Wells Fargo National Association, and Deutsche Bank National Trust Company,  
Defendants,**

**Of whom Ocwen Loan Servicing, LLC, American Home Mortgage Servicing, Inc. a/k/a  
Homeward Residential, are the Respondents.**

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**APPELLANT'S PROFFER OF EVIDENCE FOR PRESERVATION OF RECORD**

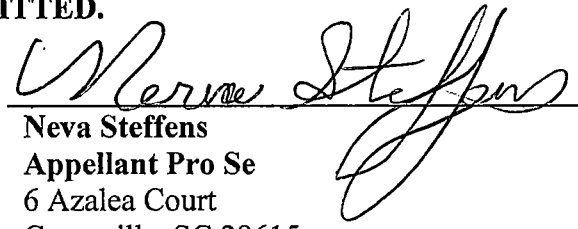
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**Neva Steffens  
Appellant Pro Se  
6 Azalea Court  
Greenville, SC 29615  
(864) 241-8602  
burmese8@yahoo.com**

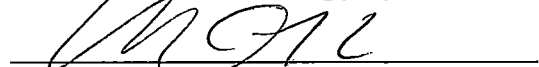
Neva Steffens, Appellant hereby proffers evidence for preservation of record. Attached to the Proffer is "Oral Arguments Trial Oct. 13, 2014, in which Appellant stated orally before the jury and on the record at the trial beginning October 13, 2014.


Appellant Neva Steffens (hereinafter, "Appellant" or "Steffens") files this Proffer of Evidence of the trial record as a certain portion of the trial record which shows portion of the appellant's argument and justification for relief has been left out.

**ALL OF WHICH IS RESPECTFULLY SUBMITTED.**

  
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Sworn to before me this 30<sup>th</sup> day of June, 2017.

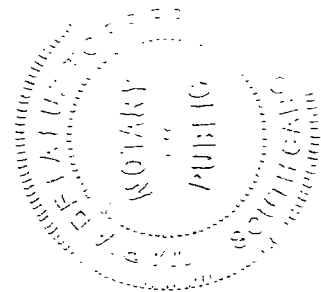
  
NOTARY PUBLIC

, being duly sworn, deposes and says that on June 30<sup>th</sup>, 2017

the within motion to supplement record was mailed to all counsel at the following addresses:

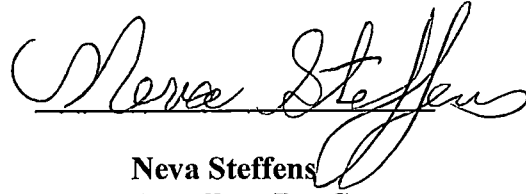
Sean A. O'Connor, Esq.  
Finkel Law Firm, LLC  
4000 Faber Place Drive, Suite 450  
Post Office Box 41489 (29423)  
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843-577-5460  
Fax: 843-577-5135

Baker, Donelson, Bearman, Caldwell & Berkowitz  
200 South Orange Avenue  
Post Office Box 1549  
Orlando, FL 32802-1549  
(407) 367-5437  
Co-Counsel



My Commission Expires  
December 20, 2020

June 30, 2017

A handwritten signature in cursive script that reads "Neva Steffens". The signature is written in black ink and is positioned above a horizontal line.

**Neva Steffens**  
**Appellant Pro Se**  
6 Azalea Court  
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## ORAL ARGUMENT Trial Oct. 13, 2014

I signed and participated in a Confidential Full Release and Settlement Agreement on April 12, 2012. During 2012 American Home Mortgage Servicing, Inc. became Homeward Residential. My original transaction occurred in January 2006 when I purchased the house on a Bond for Title with Jason Dillard, seller in the Offices of Alex Newton, attorney who was indicted on or about March 2006 for wire fraud related to "flipping houses with dual transactions" and was later convicted and sentenced to about 3 years in a federal penitentiary.

In January 2008 a foreclosure action was filed against me and dismissed because the Assignment was NOT filed until June of 2008, which meant that American Home Mortgage Services, Inc. (the servicer at that time) did not own or did not have standing to file a foreclosure action against me.

### **Mortgage Statement aka Account Statement**

I sent a letter dated February 17, 2014 to Ocwen Loan Servicing and Henry Mashburn, of State Farm with copies to Ocwen Loan Servicing at the ISAOA Department and Ocwen Loan Servicing Attn: Tax Department regarding a letter of verification from Ocwen and received no response. In March of 2013 I received a mortgage/account statement from Ocwen Loan Servicing that indicated a \$55 previous servicer fee which was in violation of my Settlement Agreement. Sent a

certified letter to Elizabeth Scott Moise, previous counsel on Steffens v. AHMSI and Deutsche Bank v. Steffens regarding the \$55 fee in violation of my Settlement Agreement. Copies of that letter went to Ocwen Loan Servicing, Henry Mashburn at State Farm Insurance, Homeward Residential. I received a response only from Ms. Moise at Nelson, Mullins including the same letter called a "RESPA" letter. Which allegedly represents the transfer of my Note to Ocwen for servicing. I received nothing from Ocwen except a boiler plate letter saying they had 20 additional days to answer. I received two of those letters more than 40 days apart with the same date.

I sent another certified letter dated March 25, 2013 to Ocwen at Customer Service Dept., and Research Dept., Consumer Communications at the Fed Housing Finance Agency in Wash DC, Office of the Comptroller of the Currency, Louie A. Jacobs, Comm of Banking in Columbia, Alan Wilson SC Atty Gen and Eric Holder, Atty Gen at the US Dept of Justice. The only letter I got back was from the Comm of Banking telling me to file a complaint with the FTC. Ocwen never answered me. I waited, because I thought 30 days would have to pass before I received an Answer from Ocwen. Nothing arrived. In late April or early May, I called Ocwen to find out if anything was happening. I told the representative who answered the phone that I wanted to know why there was a \$55 previous servicer fee that was in violation of my Court-ordered Settlement Agreement. The

representative I spoke with told me that “We do not accept settlement agreements only government loan modifications.” I decided to sue them. I filed my complaint for Breach of Contract, Quiet Title, Fraud, Declaratory Judgment, Negligence, Gross Negligence on May 17, 2013. I later amended the Complaint and removed the Fraud allegation.

### **Endorsement**

The endorsement on the note is to blank “without recourse by American Brokers Conduit” [bankrupt out of existence entity] who is not a party to this action.

The Parties to this action are Ocwen Loan Servicing, Inc. and Deutsche Bank National Trust Company As Trustee for GSAA Home Equity Trust 2006-10, Mortgage Electronic Registrations Systems, Inc. aka MERS and MERS Corp, Homeward Residential and Wells Fargo Bank as Master Servicer who never appeared and is not represented by present opposing counsel. There is no chain of custody that indicates that Ocwen is the holder of this note nor is there a chain of custody for Deutsche Bank National Trust Company, as trustee for GSAA Home Equity Trust 2006-10. Each entity that held or transferred the Note has to be endorsed on the Note. There is only one endorsement on the Note. Notes and Securities cannot coexist.

I was given an opportunity to see the Note which opp. Counsel said was the original. I submit to you that it is not an original and is a copy and should be brought into Court for the Judge to examine.

## ASSIGNMENT

The present Assignment is entitled Assignment of Mortgage. It does not assign the Note. FYI, Ladies & Gentlemen: the Assignment is a legal document filed with the Register of Deeds Office here in Greenville County. Opposing counsel has repeatedly stated to me and during my deposition that there is no law in South Carolina that makes filing an Assignment mandatory as evidence of a chain of title and a real estate transaction. It is mandatory to file the Assignment with the Register of Deeds office per South Carolina Statute under Title 30 Public Records, Chapter 7, Recordation Essential to Validity.

In this case, the Assignment is an Assignment of Mortgage only and does not indicate there is a note or any note in existence. It was filed October 4, 2013 AFTER the Settlement Agreement was signed and AFTER the lawsuit was instituted. For this document to be correct and legal, it must specifically indicate both the Mortgage and the Note. FYI, the mortgage follows the Note not the other way around. The Note is evidence of a debt and the Mortgage is the manner and method of paying off the debt. So, the question arises: who was I paying? If the property was "assigned" on October 4, 2013, I was paying the wrong entity from October through March. As for a "free" house. It looks like the Defendants are getting a free house. I paid \$15,000 down and more than \$20,000 in repairs and upgrades, I paid about \$17,500 in mortgage payments until October of 2007 and then \$5,130 in mortgage payments and additional repairs and upkeep of about \$1,500 under the

Settlement Agreement as well as the costs of defending myself against a foreclosure lawsuit that was dismissed by the Honorable Charles B. Simmons.

The Assignment dated October 4, 2013 indicates transfers BEFORE the Settlement Agreement was put in place. It was filed October 4, 2013 AFTER the Settlement Agreement was put in place. If, as opp. Counsel argues that nothing can be put into the record AFTER the settlement Agreement dated April 11, 2012, how can the assignment dated October 4, 2013 allegedly submitted by a company known as Financial Dimensions, Inc. for Ocwen be evidence of an assignment of the Mortgage only or an assignment of anything?

Mortgage Electronic Registrations Systems, Inc. aka MERS as stated on the Assignment of Mortgage and missing the word Note is an alleged nominee for American Brokers Conduit, which is a bankrupt entity no longer in existence (out  
45 Bank National Trust Company as Trustee for GSAA Home Equity Trust 2006-10 which is a trust that closed in 2006 as the name indicates. The Trust cannot accept any loans or notes after it closed or it violates REMIC laws of the IRS. 26 U.S.C. § 860D; US Code – Section 860D; REMIC defined. That means the so-called amount the note is allegedly worth is taxed at 100 percent if the US IRS code is not adhered to. Also, it means the Trust purchases the note which produces documents that prove the Note made it into the Trust. I have not seen those documents, and there is more than one. There should be endorsements on the Note to indicate each entity that allegedly held or assigned or transferred the

Note per the law and the Pooling and Servicing Agreement which governed the Mortgage Backed Securities transactions. Additionally the Assignment of Mortgage is signed by Leticia N. Anas as Assistant Secretary of MERS. Leticia Anas cannot be found on the Internet by my new Intel I5 third generation core, 6 GB of RAM, 1 TB of memory computer. However, you can find a Leticia Arias who is an employee of Ocwen. It is notarized by a notary who only signs as a squiggle which is not legal as I am a Notary Public and you must sign with a compete signature that matches the one on record with the State and county. Also when I search MERS website, my loan number is indicated as inactive which means MERS agency relationship with American Brokers Conduit no longer exists because American Brokers Conduit no longer exists as the alleged original lender, because it is bankrupt and out of business. I state for the record that this Assignment does not represent any transaction related to South Carolina real estate and does not comport with South Carolina Law under Title 30, Chapter 7, Recordation Essential to Validity. Why would South Carolina and the County of Greenville have an office entitled Register of Deeds if no deeds or titles were registered or evidenced in writing as well as by book and page?

Defendant Ocwen has never provided the name of the Creditor who is allegedly receiving my money to pay down the loan which was in Requests for Production.. Apparently, my money is

going into a black hole at Ocwen, and I am only renting my house. See 15 U.S. Code § 1641

Liability of Assignees.

### **FANNIE & FREDDIE**

FNMA and FHLMC (Freddie Mac) are NOT owners or purchasers of notes. They were at one time publically traded companies that went bankrupt. The government now backstops loans that have defaulted and guarantee payoffs. So the question arises, if the loan is paid off then why is the bank, servicer, still collecting payments? The answer: they are pocketing the money. It also means that if the Note is still out there being passed around and resold, homeowner/borrower can never pay off his loan or own her home.

I read this document into the record on October 13, 2014. It was left out of the official record of the trial.-

**THE STATE OF SOUTH CAROLINA  
In The Court of Appeals**

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**APPEAL FROM GREENVILLE COUNTY  
Court of Common Pleas  
Trial Court Case No. 2013CP23-02794**

**Alexander S. Macaulay, Circuit Court Judge**

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**Appellate Case No. 2014-00297**

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**CERTIFICATE OF SERVICE**

**RECEIVED**  
JUL 03 2017  
SC Court of Appeals

**Neva Steffens, Appellant,**

**v.**

**Ocwen Loan Servicing, LLC, Mortgage Electronic Registration Systems, Inc.,  
MERSCorps, Inc., American Home Mortgage Servicing, Inc. a/k/a Homeward  
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Company, Defendants,**

**Of whom Ocwen Loan Servicing, LLC, American Home Mortgage Servicing, Inc.  
a/k/a Homeward Residential, are the Respondents.**

**Neva Steffens, Pro Se  
6 Azalea Court  
Greenville, South Carolina 29615  
(864) 241-8602**

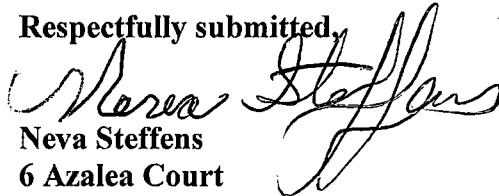
**The undersigned hereby states that on June 30, 2017, she caused a true and correct copy of APPELLANT'S PROFFER OF EVIDENCE via Certified Mail to Clerk of the Appellate Court to be served upon all parties by having the same deposited in the United States mail, proper postage affixed, addressed as follows:**

**Sean A. O'Connor, Esq.  
Finkel Law Firm, LLC  
4000 Faber Place Drive, Suite 450  
Post Office Box 41489 (29423)  
North Charleston, SC 29405**

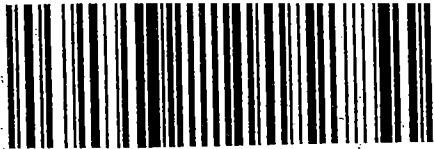
**Michael W. Smith, Esq.  
Baker, Donelson, Bearman, Caldwell & Berkowitz  
200 South Orange Avenue  
Post Office Box 1549  
Orlando, FL 32802-1549**

**June 30, 2017**

**Respectfully submitted,**



**Neva Steffens  
6 Azalea Court  
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Appellant Pro Se**



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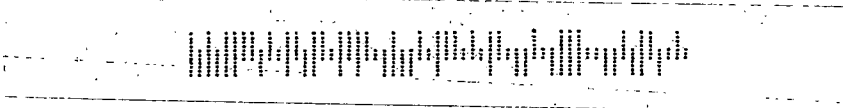
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U.S. POSTAGE  
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GREENVILLE, SC  
29616  
JUN 30, 17  
AMOUNT

**\$7.50**

R2304H109651-20

6 Azalea Court  
Greenville, SC 29615



**RECEIVED**

JUL 03 2017

SC Court of Appeals

**RETURN RECEIPT  
REQUESTED**

Clerk of Court  
Court of Appeals  
1220 Senate Street  
Columbia, SC 29201