

THE STATE OF SOUTH CAROLINA

In The Court of Appeals

APPEAL FROM YORK COUNTY

Court of Common Pleas

S. Jackson Kimball, Special Circuit Court Judge

Case No. 2007-CP-46-04305

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

v.

Mark Ostendorff,.....Appellant.

RECORD ON APPEAL

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

Brian S. Tatum
Tatum Law Firm
PO Box 11250
Charlotte, NC 28220
(704) 307-4350
Attorney for Respondent

Susan B. Shaw
RCO Legal, P. S.
1587 Northeast Expressway
Atlanta, GA 30329
(540) 545-4160
Attorney for the Respondent

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OCT 23 2017

S.C. SUPREME COURT

THE STATE OF SOUTH CAROLINA

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STATE OF SOUTH CAROLINA
COUNTY OF YORK
SunTrust Mortgage, Inc.,

FILED-RECEIVED

2015 JAN 12/ AM 11:43

DAVID HAMILTON
C.C.C.P. & GS
YORK COUNTY, SC

Plaintiff(s)

vs.

Mark Ostendorff,

Defendant(s).

IN THE COURT OF COMMON PLEAS

CASE NO.: 2007-CP-46-04305

**NOTICE OF SALE
Deficiency Judgment Demanded Against
Mark Ostendorff**

Under and by virtue of an Order of the Court of Common Pleas for York County, South Carolina, heretofore granted in the above entitled case, I the undersigned, as Master in Equity on Monday, February 2, 2015 commencing at 11:00 a.m. during the legal hours of sale, at the York County Equity Court, 1 North Congress Street, York, South Carolina, will sell at public outcry to the highest bidder the following described property:

All that certain piece, parcel or lot of land with the improvements thereon, if any, situate, lying and being in the County of York, State of South Carolina, being shown and delineated as Lot 86 on a plat of Oxford Subdivision, Phase V, drawn by Precision Surveying, Inc., dated April 23, 2001 and recorded in the Office of the R.M.C. for York County in Plat Book B-339, Page 6 reference being made to the same for a more complete and accurate description; all measurements being a little more or less.

Being the same property conveyed to Mark Douglas Ostendorff by Deed from Penton Group, Inc., dated September 27, 2001, recorded October 2, 2001 in Book 3890, Page 190, York County, South Carolina Records.

TMS# - 7760000107

PROPERTY ADDRESS: 1207 Cabin Creek Court, Fort Mill, SC 29715

DM
B |

TERMS OF SALE

FOR CASH. The undersigned will require a deposit of 5% of the amount of the bid (in cash or equivalent) to be applied on the purchase price only upon compliance with the bid. In the of case of noncompliance of the bid within 30 days the successful bidder's deposit shall be forfeited and applied to the Court's costs and to Plaintiff's debt and the property will be re-advertised for sale upon the same terms (at the risk of the former highest bidder).

The Plaintiff does demand a deficiency judgment. As a deficiency judgment is being demanded, the bidding will remain open thirty (30) days after the date of sale.

Interest at the legal rate shall be paid through the day of compliance on the amount of the bid.

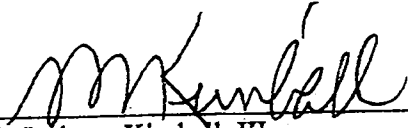
The purchaser shall pay for preparation and recording of the deed and required transfer taxes by any governmental authority.

If the Plaintiff or its representative is not present at the sale, the sale shall be postponed to the next available sale date.

OR
b2

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

Date: 1/9/15


S. Jackson Kimball, III
Master-In-Equity for York County

RCO Legal, P.S.
Susan B. Shaw, Esq., SC Bar No.: 6862
1587 Northeast Expressway
Atlanta, Georgia 30329 (770) 234-9181
ATTORNEYS FOR THE PLAINTIFF

190613

STATE OF SOUTH CAROLINA)

IN THE COURT OF COMMON PLEAS)

COUNTY OF YORK)

CASE NO. 2007-cp-46-04305)

SunTrust Mortgage, Inc.,)
 Plaintiff(s))

v.)

MOTION AND ORDER INFORMATION)
FORM AND COVER SHEET)

Mark Ostendorff,)
 Defendant(s))

Plaintiff's Attorney:
Susan B. Shaw, Esq., SC Bar No.: 6862
ATTORNEYS FOR THE PLAINTIFF
Address: RCO Legal, P.S.
1587 Northeast Expressway
Atlanta, Georgia 30329
PHONE: (770) 234-9181 FAX: (770) 234-9192

Defendant's Attorney:
None
Address:
PHONE: FAX:
E-mail: Other:

DAVID HAMILTON
COURT REPORTER
YORK COUNTY, SC

2014 DEC 15 PM 4: 24

FILED RECEIVED

- MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III)
- 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:
Estimated Time Needed: N/A Court Reporter Needed: N/A

SECTION II: Motion/Order Type

- Written Motion/Order attached/ Motion and Order to Restore Case
- 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

Date Submitted 12/10/2014

SECTION III: Motion Fee

- PAID - AMOUNT: \$25.00
- EXEMPT: 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: _____
- Other: _____

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JUDGE'S SECTION	
<input type="checkbox"/> Motion Fee to be paid upon filing of the attached order.	JUDGE _____
<input type="checkbox"/> Other	CODE: _____ Date: _____
CLERK'S VERIFICATION	
Collected by: <u>LS</u>	Date Filed: _____
<input checked="" type="checkbox"/> MOTION FEE COLLECTED: <u>125⁰⁰</u>	CONTESTED - AMOUNT _____
	DUE: _____

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STATE OF SOUTH CAROLINA

COUNTY OF YORK

SunTrust Mortgage, Inc.,

Plaintiff(s)

vs.

Mark Ostendorff,

Defendant(s)

IN THE COURT OF COMMON PLEAS

CASE NO. 2007-cp-46-04305

ORDER TO RESTORE CASE

2014 DEC 22 AM 10:22
DAVID HAMILTON
C.S.P. & S.S.J.
YORK COUNTY, SC

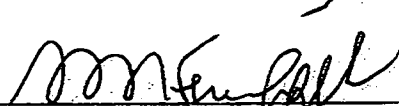
FILED-RECEIVED

WHEREAS, this matter comes before the Court on motion of Plaintiff, SunTrust Mortgage, Inc., to have this action restored to the active non-jury docket;

WHEREAS, Defendant's Chapter 7 Bankruptcy has been discharged and said case closed;

WHEREAS, Defendant's appeals have been exhausted,

IT IS THEREFORE ORDERED that the matter be restored to the active docket under case number 2007-CP-46-04305 and said case file will be referred to the Master in Equity for case to proceed.


PRESIDING JUDGE

York, South Carolina

12/17, 2014

STATE OF SOUTH CAROLINA

COUNTY OF YORK

SunTrust Mortgage, Inc.,

Plaintiff(s)

vs.

Mark Ostendorff,

Defendant(s)

IN THE COURT OF COMMON PLEAS

CASE NO. 2007-cp-46-04305

**NOTICE OF MOTION AND MOTION
FOR ORDER TO RESTORE CASE**

YOU WILL PLEASE TAKE NOTICE that Plaintiff, SunTrust Mortgage, Inc., by and through their undersigned attorney, hereby move this Court for an Order pursuant to Rule 40 of the South Carolina Rules of Civil Procedure, and any other applicable Rules, restoring this action to the docket.

Upon a previously filed Form 4 Order to Stay due to Defendant's Chapter 7 Bankruptcy Petition, the Office of the Clerk of Court on 11/06/2013 stayed this action, and said Bankruptcy now discharged and closed;

Further, upon Remittitur from the South Carolina Court of Appeals to this court on 9/3/2014;

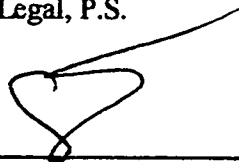
Plaintiff now wishes to restore said action to the active docket, have case file sent to the Master in Equity, and have this case set for sale.

FILED-RECEIVED
2014 DEC 15 PM 4:24
DAVID HAMILTON
C. OGDEN & S.
YORK COUNTY, SC

WHEREFORE, the Plaintiff respectfully requests that this Court order that the above-captioned action be restored to the active docket due to close of the Bankruptcy case, Case No. 13-06566, and Defendant's exhaustion of appeals.

December 10th, 2014

RCO Legal, P.S.



Susan B. Shaw, Esq., SC Bar No.: 6862
1587 Northeast Expressway
Atlanta, GA 30329
540-545-4160
ATTORNEYS FOR THE PLAINTIFF

Form 166BNC (Revised 03/02/2013)

United States Bankruptcy Court - District of South Carolina
J. Bratton Davis United States
Bankruptcy Courthouse
1100 Laurel Street
Columbia, SC 29201-2423

Case Number: 13-06566-hb

Chapter: 7

In re: (Debtor(s) name(s) used by the debtor(s) in the last 8 years, including married, maiden, trade, and address)

Mark D Ostendorff
135 Cedar Creek Court
Central, SC 29630

Last four digits of Social Security or other Individual Taxpayer
No(s)(if any): xxx-xx-3962

Entered By The Court
02/20/14

ORDER
DISCHARGE OF DEBTOR
ORDER DISCHARGING TRUSTEE
ORDER CLOSING CASE

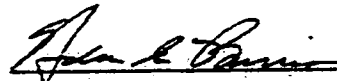
Filed By The Court

02/20/14
Laura A. Austin
Clerk of Court
US Bankruptcy Court

It appearing that the debtor is entitled to a discharge, IT IS ORDERED:

1. The debtor is granted a discharge under section 727 of title 11, United States Code, (the Bankruptcy Code).
2. The trustee has certified that the estate of the above-named debtor(s) has been fully administered, therefore, the case trustee, is discharged as the trustee of the above named debtors(s) and the bond is canceled.
3. The Chapter 7 case of the above-named debtor(s) is closed.

Columbia, South Carolina
February 20, 2014
Document 20 - 6



United States Bankruptcy Judge

SEE THE BACK OF THIS ORDER FOR IMPORTANT INFORMATION

**EXPLANATION OF BANKRUPTCY DISCHARGE
IN A CHAPTER 7 CASE**

This court order grants a discharge to the person named as the debtor. It is not a dismissal of the case and it does not determine how much money, if any, the trustee will pay to creditors.

Collection of Discharged Debts Prohibited

The discharge prohibits any attempt to collect from the debtor a debt that has been discharged. For example, a creditor is not permitted to contact a discharged debtor by mail, phone, or otherwise, to file or continue a lawsuit, to attach wages or other property, or to take any other action to collect a discharged debt from the debtor. *[In a case involving community property: There are also special rules that protect certain community property owned by the debtor's spouse, even if that spouse did not file a bankruptcy case.]* A creditor who violates this order can be required to pay damages and attorney's fees to the debtor.

However, a creditor may have the right to enforce a valid lien, such as a mortgage or security interest, against the discharged debtor's property after the bankruptcy, if that lien was not avoided or eliminated in the bankruptcy case. Also, a debtor may voluntarily pay any debt that has been discharged.

Debts That are Discharged

The chapter 7 discharge order eliminates a debtor's legal obligation to pay a debt that is discharged. Most, but not all, types of debts are discharged if the debt existed on the date the bankruptcy case was filed. (If this case was begun under a different chapter of the Bankruptcy Code and converted to chapter 7, the discharge applies to debts owed when the bankruptcy case was converted.)

Debts that are Not Discharged

Some of the common types of debts which are not discharged in a chapter 7 bankruptcy case are:

- a. Debts for most taxes;
- b. Debts incurred to pay nondischargeable taxes;
- c. Debts that are domestic support obligations;
- d. Debts for most student loans;
- e. Debts for most fines, penalties, forfeitures, or criminal restitution obligations;
- f. Debts for personal injuries or death caused by the debtor's operation of a motor vehicle, vessel, or aircraft while intoxicated;
- g. Some debts which were not properly listed by the debtor;
- h. Debts that the bankruptcy court specifically has decided or will decide in this bankruptcy case are not discharged;
- i. Debts for which the debtor has given up the discharge protections by signing a reaffirmation agreement in compliance with the Bankruptcy Code requirements for reaffirmation of debts;
- j. Debts owed to certain pension, profit sharing, stock bonus, other retirement plans, or to the Thrift Savings Plan for federal employees for certain types of loans from these plans.

This information is only a general summary of the bankruptcy discharge. There are exceptions to these general rules. Because the law is complicated, you may want to consult an attorney to determine the exact effect of the discharge in this case.

STATE OF SOUTH CAROLINA

COUNTY OF YORK

SunTrust Mortgage, Inc.,

Plaintiff(s),

vs.

Mark Ostendorff

Defendants.

IN THE COURT OF COMMON PLEAS

CASE NO.: 2007-cp-46-04305

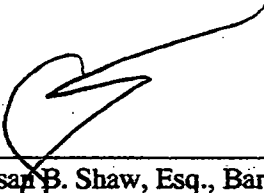
CERTIFICATE OF MAILING

FILED-RECEIVED
2014 DEC 22 AM 10: 22
DAVID HAMILTON
CLERK, C.P.C.S.
YORK COUNTY, SC

The undersigned hereby certifies that a true and correct copy of the foregoing Motion and Order to Restore Case was served on the following by mailing copies of same by United States First Class Mail in a properly addressed envelope with adequate postage affixed thereon to assure delivery, addressed as follows:

Mark Ostendorff
1207 Cabin Creek Court
Fort Mill, SC 29715

This 18th day of December, 2014


Susan B. Shaw, Esq., Bar#6862
1587 Northeast Expressway
Atlanta, Georgia 30329



York County Sixteenth Judicial Circuit Public Index



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Switch View

Sun Trust Mortgage Inc VS Mark Ostendorff

Case Number:	2007CP4604305	Court Agency:	York County Master In Equity	Filed Date:	10/01/2013
Case Type:	Common Pleas	Case Sub Type:	Foreclosure 420	File Type:	Non-Jury
Status:	Judgment	Assigned Judge:	Kimball, S. Jackson III		
Disposition:	Ended by Non Jury	Disposition Date:	10/01/2013	Disposition Judge:	Kimball, S. Jackson III
Original Source Doc:		Original Case #:			
Judgment Number:		Court Roster:	FEBRUARY 2, 2015 SALES		

[Case Parties](#)
[Judgments](#)
[Tax Map Information](#)
[Associated Cases](#)
[Actions](#)
[Financials](#)

Click the icon to show associated parties.

Name	Address	Race	Sex	Year Of Birth	Party Type	Party Status	Last Updated
<input checked="" type="checkbox"/> Anderson, Jay Glenn (Inactive)	PO Box 969 Murrells Inlet SC 29576				Plaintiff Attorney		10/01/2013
<input checked="" type="checkbox"/> Ostendorff, Mark	PO Box 14846 Greenville SC 29610				Defendant		10/01/2013
<input checked="" type="checkbox"/> Ostendorff, Mark	PO Box 14846 Greenville SC 29610				Defendant Pro Se		10/01/2013
<input checked="" type="checkbox"/> Sun Trust Mortgage Inc					Plaintiff		10/01/2013
<input checked="" type="checkbox"/> Tatum, Brian Steed	PO Box 11250 Charlotte NC 28220				Plaintiff Attorney		10/01/2013
<input checked="" type="checkbox"/> Wolf, Tiffany H.	1587 Northeast Expressway Atlanta GA 30329				Plaintiff Attorney		10/01/2013

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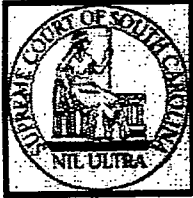


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Sanjay's Mortgage Inc v S Mark Ostendorff					
Case Number	2007CP4604305		York County Common Pleas	Filed Date	11/30/2007
Case Type	Common Pleas		Foreclosure 420	Jury Type	Non-Jury
State	Stayed/Bankruptcy		Clerk Of Court C P, G S, And Family Court		
Disposition	Judgment		10/09/2013	Judge	Kimball, S. Jackson III
	2007CP4604305				

Case Parties	Judgments	Tax Map Information	Associated Cases	Actions	Financials
Click the <input checked="" type="checkbox"/> icon to show associated parties.					
<input checked="" type="checkbox"/>	Anderson, Jay Glenn(Inactive)	PO Box 969 Murrells Inlet SC 29576		Plaintiff Attorney	05/10/2013
<input checked="" type="checkbox"/>	Ostendorff, Mark	135 Cedar Creek Cirde Central SC 29630		Defendant Pro Se	01/27/2015
<input checked="" type="checkbox"/>	Tatum, Brian Steed	PO Box 11250 Charlotte NC 28220		Plaintiff Attorney	04/29/2013

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Circuit Court All Agencies
 All Case Types All Case Sub-Types
 ostendorff
 All
 All Actions

Ostendorff, M	Defendant	1993CP4600084	01/20/1993	Ended	04/05/1993	Common Pleas			York County Common Pleas
Ostendorff, Ma	Defendant	1990CP4601950	11/29/1990	Ended	09/20/1991	Common Pleas			York County Common Pleas
Ostendorff, Ma	Plaintiff	1994CP4600183	02/11/1994	Ended	07/21/1994	Common Pleas			York County Common Pleas
Ostendorff, Mark	Defendant	1991CP4600223	02/13/1991	Ended	04/09/1991	Common Pleas	1991CP4600223		York County Common Pleas
Ostendorff, Mark	Plaintiff	1994CP4600570	05/09/1994	Ended	10/19/1995	Common Pleas			York County Common Pleas
Ostendorff, Mark	Defendant	2004CP4602022	08/13/2004	Ended	03/09/2005	Common Pleas	Debt Collection 110		York County Common Pleas

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									Pleas
Ostendorff, Mark	Defendant	<u>2007CP4603513</u>	10/05/2007	Dismissed	10/29/2009	Common Pleas	Use AP Case Type 910		York County Common Pleas
Ostendorff, Mark	Defendant	<u>2007LP4601315</u>	11/30/2007	Pending		Lis Pends	Lis Pends (\$10)		York County Common Pleas
Ostendorff, Mark	Defendant	<u>2009CP4601361</u>	03/26/2009	Judgment	09/29/2009	Common Pleas	Debt Collection 110	2009CP4601361	York County Common Pleas
Ostendorff, Mark Douglas	Defendant	<u>74115</u>	10/31/2003	Disposed	08/03/2004	Lis Pends	Lis Pends (\$10)	2003CP4602912	York County Common Pleas
Ostendorff con	Defendant	<u>17049</u>	01/16/1992	Disposed	06/05/1992	Lis Pends	Lis Pends (\$10)	1992CP4600100	York County Common Pleas
Ostendorff con	Defendant	<u>1992CP4600100</u>	01/16/1992	Ended	06/05/1992	Common Pleas		1992CP4600100	York County Common Pleas
Ostendorff construction inc	Defendant	<u>17049</u>	01/16/1992	Disposed	06/05/1992	Lis Pends	Lis Pends (\$10)	1992CP4600100	York County Common Pleas
Ostendorff construction inc	Defendant	<u>1991CP4601588</u>	10/07/1991	Judgment	10/07/1991	Common Pleas	Transcript Judg 740	1991CP4601588	York County Common Pleas

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	Common Pleas		Foreclosure 420	Non-Jury
	Stayed/Bankruptcy		Clerk Of Court C P, G S, And Family Court	
	Judgment		10/09/2013	Kimball, S. Jackson III
	2007CP4604305			

Case Parties	Judgments	Tax Plan Information	Associated Cases	Actions	Financials
Sun Trust Mortgage Inc	Masters Order Of Sale And Disbursement	Order		03/27/2015-08:38	
Sun Trust Mortgage Inc	Notice Of Appeal & Proof Of Service	Filing		01/27/2015-08:33	
Sun Trust Mortgage Inc	Order to Restore Case	Order		12/22/2014-10:22	
Ostendorff, Mark	Letter Of Notice Of Intent To Appeal To US Supreme Court	Filing		09/24/2014-15:10	
	Order From Supreme Court	Filing		08/25/2014-11:57	
	Order From Supreme Court	Order		06/13/2014-14:21	
Ostendorff, Mark	Letter Requesting Transcript	Filing		11/18/2013-08:21	

Ostendorff, Mark	Notice/Bankruptcy	Filing		11/13/2013-10:21	
Ostendorff, Mark	Letter From Mark Ostendorff	Filing		11/05/2013-12:10	
Sun Trust Mortgage Inc	Notice of Sale	Filing		10/09/2013-09:28	10/09/2013-09:35
Ostendorff, Mark	Judgment/Foreclosure	Judgment		10/09/2013-09:26	10/09/2013-09:29
Sun Trust Mortgage Inc	Order To Lift Stay	Order		08/02/2013-16:02	10/09/2013-16:03
Ostendorff, Mark	Roster/Notice of Motions Roster Publication Sent	Action		06/14/2013-10:44	10/09/2013-10:44
Wolf, Tiffany H.	Roster/Notice of Motions Roster Publication Sent	Action		06/14/2013-10:44	10/09/2013-10:44
Tatum, Brian Steed	Roster/Notice of Motions Roster Publication Sent	Action		05/20/2013-10:07	10/09/2013-10:07
Sun Trust Mortgage Inc	Motion/Motion to Lift Stay	Motion		04/23/2013-15:19	07/18/2013-15:20
Sun Trust Mortgage Inc	Notice of Foreclosure Intervention & Certificate of Service	Filing		09/24/2012-11:09	10/09/2013-11:11
Ostendorff, Mark	Motion Fee & Motion To Amend Answer & Counterclaim	Motion		04/22/2010-08:25	10/09/2013-08:26
Sun Trust Mortgage Inc	Notice of Hearing & Certificate of Mailing	Filing		04/05/2010-11:31	10/09/2013-14:34
Sun Trust Mortgage Inc	Affdvt/Non Eligibility Home Afford Mod Prog & Cert Serv/Mail	Filing	(17)	03/15/2010-12:20	10/09/2013-13:09

Sun Trust Mortgage Inc	CP Non-Jury Trial Docket	Event		01/21/2010-10:30	01/14/2010-17:00
Ostendorff, Mark	Notice of Immediate Appeal	Filing		01/12/2010-12:34	10/09/2013-15:53
Sun Trust Mortgage Inc	Notice of Appeal to Court of Appeals	Filing		01/08/2010-16:55	10/09/2013-14:36
Sun Trust Mortgage Inc	Order (Granting Ptlffs Motion for Summ Jdg as to Defs C/dm)	Order		01/07/2010-14:29	10/09/2013-14:30
Ostendorff, Mark	Affidavit Of Mark Ostendorff	Filing		12/15/2009-12:13	10/09/2013-12:17
Sun Trust Mortgage Inc	CP Motion Hearing	Event		12/10/2009-11:00	12/15/2009-17:00
Sun Trust Mortgage Inc	Affidavit of Brian S. Tatum	Filing		11/04/2009-11:29	10/09/2013-11:35
Sun Trust Mortgage Inc	Brief In Support Of Motion For Summary Judgment	Filing		11/04/2009-11:26	10/09/2013-11:33
Sun Trust Mortgage Inc	Motion Filing Fee & Motion For Summary Judgment	Motion		11/04/2009-11:25	10/09/2013-11:31
Sun Trust Mortgage Inc	Status Conference	Event		09/28/2009-14:50	08/06/2009-17:00
Ostendorff, Mark	CP Non-Jury Trial Docket	Event		09/14/2009-14:30	09/15/2009-17:00
Sun Trust Mortgage Inc	CP Jury Trial Docket	Event		07/27/2009-09:00	07/21/2009-17:00
Sun Trust Mortgage Inc	Motion Filing Fee and Motion for Continuance	Motion	19	07/02/2009-10:44	10/09/2013-10:43

Sun Trust Mortgage Inc	Certificate Of Service (Mark Ostendorff)	Filing		07/02/2009-10:44	10/09/2013-16:03
Ostendorff, Mark	Notice of Hearing	Filing		03/30/2009-09:50	10/09/2013-14:20
Sun Trust Mortgage Inc	Order Compelling Discovery	Order		07/30/2008-08:27	10/09/2013-08:31
Sun Trust Mortgage Inc	Certificate Of Service	Filing		07/07/2008-11:55	10/09/2013-16:21
Sun Trust Mortgage Inc	Affidavit of Shawn Michael French Sr	Filing		06/26/2008-14:45	10/09/2013-15:16
Ostendorff, Mark	Answer & CounterClaim & Cert Of Service	Filing		06/23/2008-11:47	10/09/2013-12:12
Sun Trust Mortgage Inc	Reply to Defendants Counterclaim	Filing		01/17/2008-09:27	10/09/2013-16:14
Sun Trust Mortgage Inc	Summons & Complaint	Filing		11/30/2007-11:06	10/09/2013-11:06

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January 27, 2015

Susan B. Shaw
RCO Legal, P.S.
1587 Northeast Expressway
Atlanta, Ga 30329

Re: SunTrust Mortgage, Inc., v. Mark Ostendorff
Case No. 2007-CP-46-04305

Dear Ms. Shaw :

I am writing you regarding the above referenced case. The sale of the property is scheduled to be sold on February 2, 2015.

Under SC Code, Section 18-9-170, " A plaintiff may not enforce a sale of property after a notice of appeal is filed without giving an undertaking or bond to the defendant, with two good sureties, in double the appraised value of the property or double the amount the judgment, conditioned to pay all damages the defendant may sustain by reason of the sale in case the judgment is reversed."

I currently have 3 appeals being perfected: the first is from the compulsory counterclaim, which somewhere between the SC Supreme Court and the US Supreme Court; the second is from the foreclosure which is at the SC Court of Appeals; the third is from the recent restore and sale of property which is at the SC Court of Appeals. I have attached three sheets relating to the above statuses.

The Clerk of Court in York County has informed me that SunTrust has not provided any bond.

My correct address is 135 Cedar Creek Circle, Central, SC 29630, and not the address you used in your filings.

Sincerely,



Mark Ostendorff
135 Cedar Creek Circle
Central, SC 29630
(864)640-3340
markostendorff@yahoo.com

attachments

cc: York County Clerk
Brian S. Tatum

To
Fax - 5 Pgs
TO
York CNTY

(803)

628-3221

SENT CENTERED MAIL on 1/28/15
TO - YORK COUNTY - SUSAN
- TATUM SHAW

**SUPREME COURT OF THE UNITED STATES
OFFICE OF THE CLERK
WASHINGTON, DC 20543-0001**

November 25, 2014

Mark Ostendorff
135 Cedar Creek Circle
Central, SC 29630

RE: Ostendorff v. Sun Trust Mortgage

Dear Mr. Ostendorff:

The above-entitled petition for writ of certiorari was postmarked and received November 24, 2014. The papers are returned for the following reason(s):

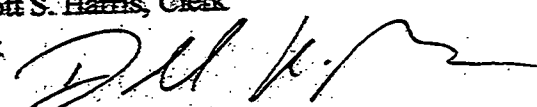
The order of the Supreme Court of South Carolina does not appear to be an order denying discretionary review.

If you intend to pay the \$300 docket fee, the petition must be in booklet format and on paper that measures 6 1/8 by 9 1/4 inches. Rule 33.1(a).

Your check number 1697 in the amount of \$300.00 is herewith returned.

Sincerely,
Scott S. Harris, Clerk

By:


Redmond K. Barnes

(202) 479-3022

Enclosures

21



The Supreme Court of South Carolina

DANIEL E. SHEAROUSE
CLERK OF COURT

BRENDA F. SHEALY
CHIEF DEPUTY CLERK

POST OFFICE BOX 11330
COLUMBIA, SOUTH CAROLINA
29211

1231 GERVAIS STREET
COLUMBIA, SOUTH CAROLINA 29201

TELEPHONE: (803) 734-1080

FAX: (803) 734-1499

www.sccourts.org

January 22, 2015

Mr. Mark Ostendorff
135 Cedar Creek Circle
Central SC 29630

Re: Sun Trust Mortgage v. Mark Ostendorff
Appellate Case No. 2013-000144¹

Dear Mr. Ostendorff:

This responds to your letter dated January 14, 2014. The orders that this Court has issued in the above matter speak for themselves, and no further characterization of these orders can be provided. Whether any of these orders meet the requirements necessary for review by the Supreme Court of the United States, is simply not a matter that involves this Court. If you need assistance with seeking review from the Supreme Court of the United States, you may wish to consult with an attorney.

Very truly yours,

CLERK

cc: Brian Steed Tatum, Esquire

¹ Your letter uses Appellate Case No. 2010-150386. That was the appellate case number before the South Carolina Court of Appeals.



The South Carolina Court of Appeals

JENNY ABBOTT KITCHINGS
CLERK

V. CLAIRE ALLEN
DEPUTY CLERK

POST OFFICE BOX 11629
COLUMBIA, SOUTH CAROLINA 29211
1015 SUMTER STREET
COLUMBIA, SOUTH CAROLINA 29201
TELEPHONE: (803) 734-1890
FAX: (803) 734-1839
www.sccourts.org

January 20, 2015

Mark Ostendorff
~~135 Cedar Creek Circle~~
Central SC 29630

Re: SunTrust Mortgage v. Mark Ostendorff
Appellate Case No. 2013-002432

Dear Counsel:

Our records indicate that you have failed to serve and file the appellant's initial reply brief, pursuant to the order of this Court dated November 18, 2014.

Furthermore, you have failed to serve and file the record on appeal, pursuant to Rule 210, SCACR. Within ten (10) days of the date of this letter, you must serve and file an initial reply brief if you wish the document to be considered, and you must serve and file the record on appeal, along with a motion to file out of time, or the appeal will be dismissed.

Very truly yours,

V. Claire Allen, Deputy

CLERK

cc: Brian Steed Tatum, Esquire

23

To Court

IN THE STATE OF SOUTH CAROLINA

In the Court of Appeals

APPEAL FROM YORK COUNTY

Court of Common Pleas

S. Jackson Kimbal, Special Circuit Court Judge

Case No. 2007- CP - 4604305

SunTrust Mortgage, Inc. Respondent,

v.

Mark Ostendorff, Appellant.

NOTICE OF APPEAL

Mark Ostendorff appeals the judgment(or order) of the Honorable S. Jackson Kimbal dated December 22, 2014. Appellant received notice of entry of this order on January 21, 2015.

January 21, 2015

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

Other counsel of record:
Brian S. Tatum
Tatum Law Firm
PO Box 11250
Charlotte, NC 28220
(704) 307-4305

TRANSMISSION VERIFICATION REPORT

TIME : 01/29/2015 02:34
NAME : THE UPS STORE #3497
FAX : 8646548122
TEL : 8646549144
SER.# : 000K8J318223

DATE, TIME 01/29 02:33
FAX NO./NAME 18036283226
DURATION 00:01:04
PAGE(S) 03
RESULT OK
MODE STANDARD

January 27, 2015

Susan B. Shaw
RCO Legal, P.S.
1587 Northeast Expressway
Atlanta, Ga 30329

Re: SunTrust Mortgage, Inc., v. Mark Ostendorff
Case No. 2007-CP-46-04305

Dear Ms. Shaw :

I am writing you regarding the above referenced case. The sale of the property is scheduled to be sold on February 2, 2015.

Under SC Code, Section 18-9-170, " A plaintiff may not enforce a sale of property after a notice of appeal is filed without giving an undertaking or bond to the defendant, with two good sureties, in double the appraised value of the property or double the amount the judgment, conditioned to pay all damages the defendant may sustain by reason of the sale in case the judgment is reversed."

I currently have 3 appeals being perfected: the first is from the compulsory counterclaim, which somewhere between the SC Supreme Court and the US Supreme Court; the second is from the foreclosure which is at the SC Court of Appeals; the third is from the recent restore and sale of property which is at the SC Court of Appeals. I have attached three sheets relating to the above statuses.

The Clerk of Court in York County has informed me that SunTrust has not provided any bond.

My correct address is 135 Cedar Creek Circle, Central, SC 29630, and not the address you used in your filings.

To
Fax - 5 Pgs
TO
York CNTY
(803)
628-3226
SENT CERTIFIED MAIL on 1/28/15
TO - York County - SUSAN SHAW
- TRAM

25

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

RCO LEGAL PS
 SUSAN B SHAW
 1587 NORTHEAST PKWY
 ATLANTA, GA 30329

2. Article Number
(Transfer from service label)

7014 1820 0001 7999 3405

PS Form 3811, July 2013

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

- A. Signature Agent
 Addressee
- B. Received by (Printed Name) C. Date of Delivery
 ALPHA BARKIE 1-30-15
- D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type
 Certified Mail® Priority Mail Express™
 Registered Return Receipt for Merchandise
 Insured Mail Collect on Delivery
4. Restricted Delivery? (Extra Fee) Yes

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

York County
 Clerk of Court
 Common Pleas
 PO Box 649
 1675-16 York Hwy
 York, SC 29745

2. Article Number
(Transfer from service label)

7014 1820 0001 7999 3412

PS Form 3811, July 2013

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

- A. Signature Agent
 Addressee
- B. Received by (Printed Name) C. Date of Delivery
 Kelly Barkley 1-29-15
- D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type
 Certified Mail® Priority Mail Express™
 Registered Return Receipt for Merchandise
 Insured Mail Collect on Delivery
4. Restricted Delivery? (Extra Fee) Yes

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

TATUM LAW FIRM
 5970 Fairway Road
 CHARLOTTE NC
 28210

2. Article Number
(Transfer from service label)

7014 1820 0001 7999 3412

PS Form 3811, July 2013

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

- A. Signature Agent
 Addressee
- B. Received by (Printed Name) C. Date of Delivery
- D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type
 Certified Mail® Priority Mail Express™
 Registered Return Receipt for Merchandise
 Insured Mail Collect on Delivery
4. Restricted Delivery? (Extra Fee) Yes

26

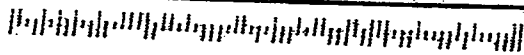
UNITED STATES POSTAL SERVICE



First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

• Sender: Please print your name, address, and ZIP+4® in this box•

MARK D OSTENDORFF
135 CEDAR CREEK CIRCLE
CENTRAL, SC 29630



UNITED STATES POSTAL SERVICE



First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

• Sender: Please print your name, address, and ZIP+4® in this box•

MARK D OSTENDORFF
135 CEDAR CREEK CIRCLE
CENTRAL, SC 29630

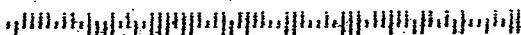
UNITED STATES POSTAL SERVICE



First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

• Sender: Please print your name, address, and ZIP+4® in this box•

MARK D OSTENDORFF
135 CEDAR CREEK CIRCLE
CENTRAL, SC 29630



27

THE STATE OF SOUTH CAROLINA

In The Court of Appeals

APPEAL FROM YORK COUNTY

In The Court of Common Pleas

S. Jackson Kimball, Special Circuit Judge

Case No. 2007-CP- 2007-46- 04305

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

V.

Mark Ostendorff,Appellant.

AFFIDAVIT OF MARK OSTENDORFF

I, Mark Ostendorff, submit this affidavit for the above case:

I, Mark Ostendorff, have personally prepared this affidavit and swear to its accuracy and truthfulness to best of my personal knowledge. I am over eighteen years old and I am competent to testify to the matters stated therein.

1.

I was never served a copy of the Motion and Order to Restore Case as stated by SunTrust's attorney's CERTIFICATE OF MAILING of December 10, 2014.

2.

The above CERTIFICATE OF MAILING was addressed to:

Mark Ostendorff
1207 Cabin Creek Court
Fort Mill, SC 29715

That address is not my address of record.

I have never used this address for the US Mail. I always used PO Box 772, Fort Mill, SC 29716.

The mail box at that address did not exist. I had the mail box up for only the week of October 31, 2005. I was required to have a mail box with the street address to receive my Certificate of Occupancy(CO) by York County Building Codes. I received the CO on October 31, 2005. I immediately and lawfully removed my mailbox . I wanted to use only my PO Box for mail to prevent any identity theft.

3.

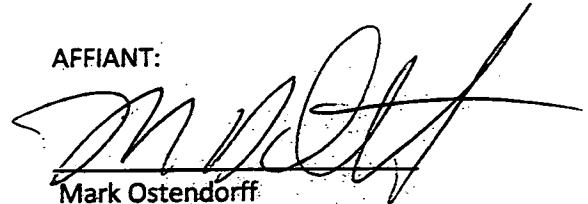
With the exception of the above Motion by Susan B. Shaw and my similar appeal regarding Brian Tatum's notice of foreclosure hearing, I have always received all legal correspondence for this case. I have had addresses at : the PO Box in Fort Mill, SC, a PO Box in Greenville, SC, a street address in Greenville, SC, an earlier street address in Central, SC, and my current address in Central, SC. All mail has been forwarded to me by the US Mail.


4.

Only by "fishing " through the York County Clerk's office and the Master-In-Equity's websites did I find that my house was ordered to be sold. I promptly filed my appeal. The Master-In- Equity does not post on its website upcoming hearings on foreclosures, only sale dates.

Sworn to subscribed before me
This 28th day of August 2015

AFFIANT:


Mark Ostendorff


NOTARY PUBLIC

Jill Helen Durbin
Notary Public
State of South Carolina
February 18, 2025



THE STATE OF SOUTH CAROLINA

On The Court of Appeals

APPEAL FROM YORK COUNTY

In The court of Common Pleas

S. Jackson Kimball, Special Circuit Judge

Case No. 2007- CP- 46-04305

SunTrust Mortgage, Inc., Respondent,

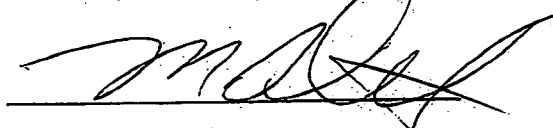
v.

Mark Ostendorff, Appellant.

PROOF OF SERVICE

I, Mark Ostendorff, Appellant, hereby certify that I placed a copy of Initial Brief, also Designation of Matter, also Affidavit of Mark Ostendorff, in the US Postal Service, postage prepaid, to Respondent's attorneys at : Brian S. Tatum, PO Box 11250, Charlotte, NC 28220 and also Susan B. Shaw, 1587 Northeast Expressway, Atlanta, GA 30329.

August 28, 2015



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

*Was seen
No A DUBINSKY
FMA TIMES*



York County Sixteenth Judicial Circuit Court Rosters



Summary Court Dockets South Carolina Judicial Department Home Page Return To Roster Selection Motion Roster News MIE Roster News Jury Roster News Non-Jury Roster News

Court Agency	46003	Judge	Kimball	Roster Description	FEBRUARY 2, 2015 SALES
Roster Type	Master's Sales	Roster Begin Date	02/02/2015	Roster End Date	02/02/2015
Roster Id	44				

Attorney Bar Number
 Case #
 Filed From
 Filed Thru

#	Case / Case Caption	Plaintiff Attorney	Defendant Attorney	Filed Date	Sub Type	Status	Tax Map	Notes
1	2007CP4604305 Sun Trust Mortgage Inc VS Mark Ostendorff	Brian Steed Tatum (704) 307-4350 Tiffany H. Wolf (678) 298-8841	Mark Ostendorff	10/01/2013	Foreclosure 420	Judgment		Property Address: 1207 Cabin Creek Court, Fort Mill, SC
2	2012CP4601975 NRZ Pass Through Trust I US Bank National Association, plaintiff, et al VS Scott E Ball, defendant, et al	John Sanford Kay (803) 252-5817 x2021	Matthew J. Modica (843) 727-4381	08/21/2014	Foreclosure 420	Judgment	591-04-01-023	Property Address: 303 Kirkstone Lane, Rock Hill, SC
3	2012CP4602767 Bank Of America Na VS Kimberly Adams	John Brian Kelchner (803) 252-5817 x2024		04/17/2014	Foreclosure 420	Judgment	592-00-00-091	Property Address: 610 Knighton Hill Road, Rock Hill, SC
4	2012CP4602948 Hsbc Bank Usa Na VS Jose I Fuentes	Andrew William Montgomery (803) 744-5331		04/16/2013	Foreclosure 420	Judgment	060-01-01-040	Property Address: 3704 Rainey Avenue, Sharon, SC Judgment Amount: \$216,992.68
5	2013CP4600128 Federal National Mortgage	Joseph T. Merli (843) 766-3853	31	10/22/2014	Foreclosure 420	Judgment	532-01-01-071	



York County Sixteenth Judicial Circuit Public Index



York County Home Page South Carolina Judicial Department Home Page SC.GOV Home Page

Switch View

Sun Trust Mortgage Inc VS Mark Ostendorff

Case Number:	2007CP4604305	Court Agency:	York County Master In Equity	Filed Date:	10/01/2013
Case Type:	Common Pleas	Case Sub Type:	Foreclosure 420	File Type:	Non-Jury
Status:	Judgment	Assigned Judge:	Kimball, S. Jackson III		
Disposition:	Ended by Non Jury	Disposition Date:	10/01/2013	Disposition Judge:	Kimball, S. Jackson III
Original Source Doc:		Original Case #:			
Judgment Number:		Court Roster:	MARCH 4, 2015 DEFICIENCY SALES		

Case Parties Judgments Tax Map Information Associated Cases Actions Financials

Summary

Fine/Costs:	\$66,000.00	Total Paid for fine/costs:	\$3,300.00	Balance Due:	\$62,700.00
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Costs

Description	Cost Code	Amount	Charge Action	Disbursed Amount
Master's 1% Commission on Sale	MIEBCF	\$660.00		\$660.00
Master's Balance of Bid	MIEBOB	\$65,340.00		\$2,640.00

Payments

Payment Date	Receipt Number	Entered By	Transaction Type Code	Payment Amount
03/04/2015	13727	c46dshehan	BD	\$3,300.00

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32

My notes

Home Mail Search News Sports Finance Weather Games Answers Screen Help Mobile

Search Mail Search News Home Mark

Compose

Delete Move More

- Inbox (9999+)
- Drafts (25)
- Sent
- Spam (2446)
- Trash
- Folders
- Smart Views
 - Unread
 - Starred
 - People
 - Social
 - Travel
 - Shopping
 - Finance
- Recent

2007CP4604305 February 2, 2015 sale People

me Today at 1:00 PM

To: derk.court@yorkcountygov.com

Dear Mr. Hamilton,

I have filed a Notice of Appeal for the Order to Restore Case dated 12/22/2014 on your website, and Notice of Sale dated 01/12/ 2015 on your website. You should have received my Notice by now.

SC Code requires that SunTrust must provide me bond, for twice the value by two different sureties, in order to sell my house while an appeal is being perfected. I currently have 3 appeals being perfected.

I have not received any bond from SunTrust. If you have received a copy of that bond, please forward it to me.

Judge Kimball's original order to lift automatic stay is on appeal. It appears my Motion to Restore the Automatic Stay was denied by a clerk at the SC Supreme Court and did not receive any discretionary review by any Justice of the SC Supreme Court. Automatic stays are required by rules of court.

I filed a Petition of Writ of Certiorari with the US Supreme Court. They returned my papers stating " The order of the Supreme Court of South Carolina does not appear to be an order denying discretionary review." I wrote SC Supreme Court asking information showing that it received discretionary review. Their letter gave no information that any SC Justice has ever reviewed any of my papers.

My correct address is 135 Cedar Creek Circle, please correct the address on your website.

Please send me the notice of sale dated 01/12/2015 on your website, the order to restore case dated 12/22/2014 on your website, and motion fee/ ntc of mtn & mtn for order to restore case dated 12/15/2014. I have not seen these items and need them to send to SC Court of Appeals for my Notice of Appeal that I have already submitted.

Thank you,
 Mark Ostendorff
 135 Cedar Creek Circle
 Central, SC 29630
 (864)640-3340
 markostendorff@yahoo.com

Sponsored



W2s Arriving
 No Appt Needed
 \$0 Fed \$0 State
 \$0 to File
 TurboTax.com

Reply, Reply All or Forward | More

33

Home Mail Search News Sports Finance Weather Local News Screen Flickr Music Upgrade to the new Firefox

Search Mail Search Web Home Mark

- Compose
- Inbox (9999+)
- Drafts (25)
- Sent
- Spam (2512)
- Trash
- ▼ Folders
- ▼ Smart Views
 - Unread
 - Starred
 - People
 - Social
 - Travel
 - Shopping
 - Finance
- ▼ Recent
- Sponsored
 -  TurboTax Federal Free Edition
 - W2s Arriving
 - No Appt Needed
 - \$0 Fed \$0 State
 - \$0 to File
 - TurboTax.com

← Delete Move Spam More Copy All

2007CP4604305 February 2, 2015 sale(3) People

me Dear Mr. Hamilton, I have filed a Notice of Ap Jan 26 at 1:00 PM

Yarbrough, Donna Jan 26 at 2:10 PM To me

Mr. Ostendorff,

Please find attached the copies you requested. I do not see where a bond has been posted or anything of that nature. Would the address you provided still be in Greenville?

Thank you,

Donna Yarbrough

Deputy Clerk/Office Manager
Court of Common Pleas
P. O. Box 649
Yerk, SC 29745
☎ (803)684-8507
☎ (803)684-8575
✉ donna.yarbrough@yorkcourtygov.com

From: Mark Ostendorff [mailto:markostendorff@yahoo.com]
Sent: Monday, January 26, 2015 1:01 PM
To: Smart, Angie
Subject: 2007CP4604305 February 2, 2015 sale

Dear Mr. Hamilton,

I have filed a Notice of Appeal for the Order to Restore Case dated 12/22/2014 on your website, and Notice of Sale dated 01/12/ 2015 on your website. You should have received my Notice by now.

SC Code requires that SunTrust must provide me bond , for twice the value by two different sureties, in order to sell my house while an appeal is being perfected. I currently have 3 appeals being perfected.

I have not received any bond from SunTrust. If you have received a copy of that bond, please forward it to me.

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I filed a Petition of Writ of Certiorari with the US Supreme Court. They returned my papers stating " The order of the Supreme Court of South Carolina does not appear to be an order denying discretionary review." I wrote SC Supreme Court asking information showing that it received discretionary review. Their letter gave no information that any SC Justice has ever reviewed any of my papers.

My correct address is 135 Cedar Creek Circle, please correct the address on your website.

Please send me the notice of sale dated 01/12/2015 on your website, the order to restore case dated 12/22/2014 on your website, and motion fee/ ntc of mtn & mtn for order to restore case dated 12/15/2014. I have not seen these items and need them to send to SC Court of Appeals for my Notice of Appeal that I have already submitted.

34

September 3, 2014

Daniel E Shearhouse, Clerk
SC Supreme Court
1231 Gervais Street
PO Box 11330
Columbia, SC 29211

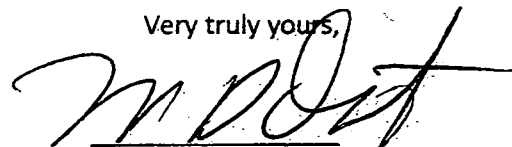
Re: SunTrust Mortgage v. Mark Ostendorff
Lower Court Case No. 2007CP4604305
Appellate Case No. 2010-150386

Dear Mr. Shearhouse:

Enclosed you will find my Motion to Reinstate and the filing fee of \$25.00.

I never
got any
OPPOSE
MOTION FWA
ST

Very truly yours,



Mark Ostendorff
135 Cedar Creek Circle
Central, SC 29630
(864) 640-3340
Petitioner, Pro Se

THE STATE OF SOUTH CAROLINA

In the Supreme Court

APPEAL FROM YORK COUNTY

Court of Common Pleas

S. Jackson Kimball, Special Circuit Court Judge

Case No. 2007-CP- 46-4305

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

v.

Mark Ostendorff,.....Petitioner.

MOTION TO REINSTATE

Mark Ostendorff
135 Cedar Creek Circle
Central, SC 29630
(864) 640-3340
Petitioner, Pro Se

Tatum Law Firm
Brian S. Tatum
PO Box 11250
Charlotte, NC 28220
(704) 307-4197
Attorney for Respondent

36

COMES NOW Mark Ostendorff, Petitioner, and files with this Court his MOTION to REINSTATE under Rule 260, SCARC, under the grounds as follows:

Petitioner Ostendorff thought Respondent SunTrust filed a Motion to Dismiss with the Court of Appeals as he was expecting an Initial Brief from Respondent regarding an appeal now in the Court of Appeals. August 6, 2014 was the due date for Respondent's Initial Brief for that appeal, the same date as Respondent's Motion to Dismiss. The Respondent's Motion to Dismiss did very much resemble an Initial Brief.

Appellant Ostendorff filed a timely Return to Respondent's Motion to Dismiss to the Court of Appeals per the rules of court.

Respondent obviously sent his Motion to Dismiss to the Supreme Court instead of the Court of Appeals. The Respondent's caption showed Court of Appeals, not the Supreme Court. Rule 267, SCARC requires that the proper court be shown in the caption (see exhibit C). A copy of the caption sheet of that Motion by Respondent is attached. Also attached is a copy of the caption sheet and Return to Dismiss by Appellant Ostendorff (see exhibit D).

Had Respondent shown the Supreme Court in the caption, then Petitioner Ostendorff would have filed his return with the Supreme and not with the Court of Appeals.

Ostendorff's initial filing of his Petition did not follow Rule 267, SCARC, in that he listed himself as Appellant. The Clerk's office called Ostendorff and instructed him to resubmit the Petition caption showing Ostendorff as Petitioner (and not Appellant). The Clerk's office similarly should have instructed SunTrust's attorney to resubmit the caption sheet to show Supreme Court (and not Court of Appeals). Ostendorff would have known to submit his Return to Dismiss Motion with the Supreme Court and not with the Court of Appeals.

As to any issues by Respondent in his Motion, the issues are now in the Court of Appeals for the foreclosure trial and in the Supreme Court for Ostendorff's counterclaim trial.

As to the Affirmed decision of the Court of Appeals for Ostendorff's counterclaim trial, the issues are addressed in Ostendorff's Petition for Writ.

Attached is a copy of the Supreme Court's denying Ostendorff his Petition dated August 21, 2014, but it referenced Appellate Case No. 2013-000144, which is the case number for the appeal presently in Appellate Court for the foreclosure trial, not the counterclaim trial to which the Petition is for (see exhibit A).

Also is attached a copy of the Appellate Court's Remittitur to the lower court. The date on it is August 28, 2014. This is not the required 15 days under Rule 221, SCACR (see exhibit B).

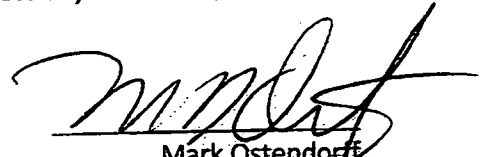
From the two above attached letters there seems to be some confusion on the two appeals, one in the Court of Appeals, and the other in the SC Supreme Court.

The Supreme Court should reverse the Lower Court's decision as their was no evidence for its findings of fact or its conclusions of law. The Appellate Court may reverse the judgment of a lower court when there is some error of law or when factual conclusions are without evidentiary support. *Tolk v. Weinstein*, 265 S.C. 546, S.E. 2d 239 (1975). Also allow parole evidence to the surprise issue of a missed due date that is no where to be found in the construction loan documents or any affidavits by SunTrust.

Therefore Petitioner Ostendorff asks this Court to grant his Motion to Reinstate and allow this appeal to carry its course.

September 2, 2014

Respectfully submitted,



Mark Ostendorff

135 Cedar Creek Circle

Central, SC 29631

(864) 640-3340

Petitioner, Pro Se

THE STATE OF SOUTH CAROLINA

In the Supreme Court

APPEAL FROM YORK COUNTY

Court of Common Pleas

S. Jackson Kimball, Special Circuit Judge

Case No. 2007-CP- 46- 4305

SunTrust Mortgage, Inc.,Respondent,

v.

Mark Ostendorff,Petitioner.

CERTIFICATE OF SERVICE

I, Mark Ostendorff certify that I placed a copy of Petitioner's Motion to Reinstate in the US Postal Service, with proper postage attached to Respondent's attorney at:

Tatum Law Firm, Brian S. Tatum, PO Box 11250, Charlotte, NC 28220

September 3, 2014



Mark Ostendorff
135 Cedar Creek Circle
Central, SC 29630
(864) 640-3340
Petitioner, Pro Se

The Supreme Court of South Carolina

Sun Trust Mortgage, Inc., Respondent,

v.

Mark Ostendorff, Petitioner.

~~Appellate Case No. 2013-000144~~
Lower Case No. 2007-CP-46-04305

This is
Foreclosure
Appeal

ORDER

Petitioner seeks a writ of certiorari to review the Court of Appeals' decision in *Sun Trust Mortgage, Inc. v. Ostendorff*, Op. No. 2012-UP-608 (S.C. Ct. App. filed Nov. 14, 2012). The petition is denied.


C.J.
FOR THE COURT

Columbia, South Carolina

August 21, 2014

cc:
The Honorable Jenny Abbott Kitchings
The Honorable David Hamilton
Brian Steed Tatum, Esquire
Mark Ostendorff

EXHIBIT A

40



The South Carolina Court of Appeals

JENNY ABBOTT KITCHINGS
CLERK

V. CLAIRE ALLEN
DEPUTY CLERK

POST OFFICE BOX 11629
COLUMBIA, SOUTH CAROLINA 29211
1015 SUMTER STREET
COLUMBIA, SOUTH CAROLINA 29201
TELEPHONE: (803) 734-1890
FAX: (803) 734-1839
www.sccourts.org

August 28, 2014

NOT 15
DAYS

FROM SC SUPCT
ORDER
OF AUG 21, 2014
SEE EXHIBIT A

The Honorable David Hamilton
PO Box 649
York SC 29745-0649

REMITTITUR

Re: Sun Trust Mortgage v. Ostendorff, Mark
Lower Court Case No. 2007CP4604305
~~Appellate Case No. 2010-150386~~

THIS IS
COUNTERCLAIM
PETITION

Dear Clerk of Court:

The above referenced matter is hereby remitted to the lower court or tribunal. A copy of the judgment of this Court is enclosed.

Very truly yours,

V. Claire Allen

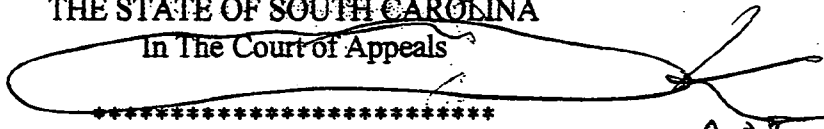
DEPUTY CLERK

Enclosure

cc: Mark Ostendorff
Brian Steed Tatum, Esquire

EXHIBIT B
41

THE STATE OF SOUTH CAROLINA
In The Court of Appeals



NOT TO
SUPERIOR
COURT

APPEAL FROM YORK COUNTY
Court of Common Pleas

S. Jackson Kimball, Master in Equity

Case No. 2007-CP-46-4305

SunTrust Mortgage, Inc., Respondent,

v.

Mark Ostendorff, Appellant.

MOTION TO DISMISS

Brian S. Tatum, Esquire
Tatum Law Firm, PLLC
P.O. Box 11250
Charlotte, North Carolina 28220
Phone: (704) 307-4197
Fax: (704) 754-4140
BSTatum@tatumlegal.com
Attorney for Respondent

EXHIBIT C

42

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM YORK COUNTY
Court of Common Pleas

S. Jackson Kimball, Special Circuit Court Judge

Case No. 2007-CP-46-4305

SunTrust Mortgage, Inc., Respondent,

v.

Mark Ostendorff, Appellant.

RETURN TO DISMISS

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

Tatum Law Firm
Brian S. Tatum
PO Box 11250
Charlotte, NC 28220
(704) 307-4197
Attorney for Respondent

EXHIBIT D

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2. This Court should reverse the Lower Court's order for foreclosure where the Lower
Court entered an order granting Respondent's motion for summary judgment and
Finding that Appellant owed the debt to Respondent was in default and this Court
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Rule 201(a) SCACR.....

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STATEMENT OF THE CASE

This appeal is for the foreclosure hearing in which Appellant Ostendorff did not attend as he was never informed of the hearing before it was held.

An earlier existing appeal is in progress from Ostendorff's counterclaim that was dismissed under summary judgment by the same Lower Court.

ARGUMENTS

1. Appellant Ostendorff was not negligent in not appearing in the foreclosure hearing.

Ostendorff was never notified of the hearing in advance and had no way of knowing a hearing was even going to be heard.

An affidavit by Ostendorff was provided to this Court in his Initial Brief attesting that he had no notice of the hearing, nor notice of sale until after the fact through his own diligence in which he filed an appeal and a Chapter 7 Petition to stop the sale of the house just days before the scheduled sale.

A Rule 60 motion does not stay or toll the time for appeal. *Otten v. Otten*, 287 S.C. 166, 337 S.E. 2d 207 (1985). The house would have been sold long before a motion would have been heard. Any property bought at auction under legal process does not have to be returned to the original owner.

If relief would have been sought through a motion under Rule 60, this relief is within the "sound discretion of the judge." *Coleman v. Dunlop*, 306 S.C. 491, 496, 413 S.E. 15, 17 (1992). Considering the trial judge had already denied Ostendorff's motion to compel regarding SunTrust's witnesses and addresses of former and present employees that Ostendorff planned to subpoena, expecting a motion to prevent the house not to be sold at auction would only be wishful thinking.

All motions under Rule 60 (b) must be made within a reasonable time. That reasonableness is up to the discretion of the trial court. Considering the above mentioned motion by Ostendorff was originally considered "untimely" by the same trial judge, any hope of being considered timely

would again be wishful thinking.

Section 14-3-330 provides:

The Supreme Court shall have appellate jurisdiction for correction of errors of law in law cases, and shall review upon appeal:

(2) An order affecting a substantial right made in an action when such order

(a) in effect determines the action and prevents a judgment from which an appeal might be taken or discontinues the action.

Rule 60 (b)(1) applies not only to default judgments, but to any final judgment. *Goodson v. American Bankers Ins. Co.*, 295 S.C. 400, 368, S.E. 2d 687 (Ct. App. 1988).

Rule 201(a) SCARC, provides "Appeal may be taken, as provided by law, from any final judgment or appealable order."

No reasonable person would believe that Ostendorff knew of the hearing in advance.

Had Ostendorff been at the foreclosure, he could have easily impeached SunTrust's witness as to validity of the debt as SunTrust is not the real party in interest. Had SunTrust provided Ostendorff with addresses of present and past employees as requested under discovery, Ostendorff would have subpoenaed them to prove to the court that SunTrust was not the real party in interest.

2. This Court should reverse the Lower Courts order for foreclosure where the Lower Court

3 48

entered an order granting Respondent's motion for summary judgment and finding that Appellant owed the debt to Respondent was in default and where the this Court has already affirmed that prior decision.

The Lower Court's granting Respondent's motion for summary judgment is in appeal with the SC Supreme Court.

The motion for summary judgment was Ostendorff's compulsory counterclaim, not any debt that Ostendorff may or may not have owed to SunTrust.

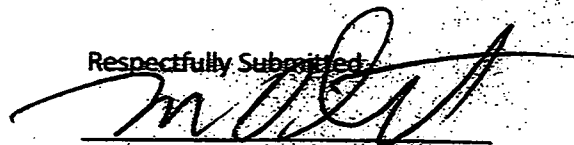
Generally, an appellate court may reverse the judgment of a lower court when there is some error of law or when factual conclusions are without evidentiary support. *Tolk v. Weinstein*, 265 S.C. 546, S.E. 2d 239 (1975). The lower court's order for summary judgment where not based on true facts presented at the trial.

CONCLUSION

For the reasons stated above, Appellant requests that this Court deny Respondent's motion to dismiss Appellant's appeal.

August 16, 2014

Respectfully Submitted,



Mark Ostendorff
135 Cedar Creek Circle
Central, SC 29638
(864) 640-3340
Appellant, Pro Se

4

49

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM YORK COUNTY
Court of Common Pleas

S. Jackson Kimball, Special Circuit Court Judge

Case No. 2007-CP-46-4305

SunTrust Mortgage, Inc., Respondent,

v.

Mark Ostendorff, Appellant.

Certificate of Service

I, Mark Ostendorff, certify that I placed a copy of Appellant's Return To Motion of Respondent's Motion to Dismiss Appeal in the US Postal Service, with proper postage paid to SunTrust's attorney at:

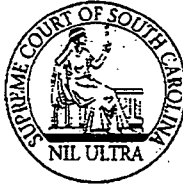
Tatum Law Firm, Brian S. Tatum, PO Box 11250, Charlotte, NC 28220

August 18, 2014



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

50



The Supreme Court of South Carolina

DANIEL E. SHEAROUSE
CLERK OF COURT

BRENDA F. SHEALY
CHIEF DEPUTY CLERK

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September 9, 2014

Mr. Mark Ostendorff
135 Cedar Creek Circle
Central SC 29630

Re: Sun Trust Mortgage v. Mark Ostendorff
Appellate Case No. 2013-000144
Lower Court Case No. 2007CP460405

Dear Mr. Ostendorff:

In the above case, this Court denied the petition for a writ of certiorari to review the South Carolina Court of Appeals' decision in Appellate Case Number 2010-150386. You have now filed a motion for reinstatement with this Court, and this motion has been construed as a petition for rehearing regarding the order denying the petition for a writ of certiorari.¹

Please be advised that Rule 221 of the South Carolina Appellate Court Rules (SCACR) provides: "No petition for rehearing shall be allowed from an order

¹ A motion to reinstate is only appropriate when the clerk of court has dismissed a matter. *See* Rule 260, SCACR. Any challenge to an order issued by the members of the Court must be made by a petition for rehearing under Rule 221, SCACR.

denying a petition for a writ of certiorari under Rule 242, SCACR." Therefore, no action will be taken on your petition for rehearing by this Court.²

I do note that you have an appeal currently pending before the South Carolina Court of Appeals from an order dated October 9, 2013. This appeal, which also arises out of 2007CP460405, has been assigned Appellate Case Number 2013-002432. The motion to dismiss and the return to the motion to dismiss that you have enclosed with the petition for rehearing have been filed in Appellate Case Number 2013-002432.

Very truly yours,



CLERK

cc: Brian Steed Tatum, Esquire

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² Contrary to your assertion, the Court of Appeals may send the remittitur once the petition for a writ of certiorari is denied. Rule 221(b), SCACR ("If a petition for writ of certiorari is filed [under Rule 242], the Court of Appeals shall not send the remittitur until notified that the petition has been denied.").

No. _____

In The
Supreme Court of the United States

Mark Ostendorff,

Petitioner,

v.

SunTrust Mortgage, Inc.,

Respondent.

On Petition for Writ of Certiorari
To the South Carolina Supreme Court

PETITION FOR WRIT OF CERTIORARI

Mark Ostendorff
135 Cedar Creek Circle
Central, SC 29630
(864) 640-3340
Petitioner, Pro Se
markostendorff@yahoo.com

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QUESTIONS PRESENTED

1. Whether a state court's order for summary judgment to dismiss a compulsory counterclaim denied petitioner Ostendorff of his right to a trial by jury.
2. Whether a state court's order to dismiss a compulsory counterclaim changed the terms of the contract between petitioner Ostendorff and respondent SunTrust.
3. Whether the SC Supreme Court's denial of petitioner Ostendorff's petition for Writ denied him due process and equal treatment of the law.

LIST OF PARTIES AND DISCLOSURE STATEMENT

Parties: SunTrust Mortgage, Inc.,Respondent

Mark Ostendorff,.....Petitioner

Rule 29.6- Petitioner states that he has no parent companies or nonwholly subsidiaries. (Petitioner is a citizen of the United States and South Carolina).

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PETITION FOR A WRIT OF CERTIORARI

OPINIONS BELOW

The opinion to affirm by the SC Court of Appeals is not reported as a timely Writ of Certiorari was made by petitioner Ostendorff (App., infra 7-9). The notice of denial of Writ by the SC Supreme Court (App., infra 10-11). The notice of denial (reinstate) from the SC Supreme Court (App., infra, 12).

JURISDICTION

The SC Court of Appeals decision to affirm was entered on November 14, 2012. A timely petition for rehearing was denied. A timely petition for a Writ of Certiorari was made to the SC Supreme Court in which was denied on August 21, 2014. A timely petition for rehearing (reinstate) was made and denied on September 9, 2014.

CONSTITUTIONAL PROVISIONS INVOLVED

The Supremacy Clause of the Constitution provides in relevant part: “ [T]he Laws of the United States*** shall be the supreme Law of the Land***any Thing in the Constitution or Laws of any State to the Contrary notwithstanding.” U.S. Const. art. VI. Cl. 2.

The US Constitution, Fourteenth Amendment, Section I, “ No state shall make or enforce any law which shall abridge the privileges or immunities of citizens of the United States; nor shall any state deprive any person of life, liberty, or property, without due process of law; nor deny to any person within its jurisdiction the equal protection of the laws.”

The US Constitution, fifth amendment, rights of persons,..” No person....,nor be deprived of life , liberty, or property, without due process...”

STATEMENT

This case raises important, recurring questions relating to mortgage contracts and whether a state judge can circumvent a trial by jury for a compulsory counterclaim by dismissing the counterclaim by granting a summary judgment. It raises a question whether a state judge can add provisions to a contract that were not intended by the original parties who originated the contract. It raises the question if a state supreme court (the court of last resort) can deny a citizen due process and equal treatment of the law.

A . SUMMARY JUDGMENT

In *Anderson et al. v. Liberty Lobby, Inc., et al* 477 U.S. 242 (1986), The Court's opinion is replete with boilerplate language to the effect that trial courts are not to weigh evidence when deciding summary judgment motions: "[I]t is clear enough from our recent cases that at the summary judgment stage the judge's function is not himself to weigh the evidence and determine the truth of the matter..." Ante, at 249. " Our holding ... does not denigrate the role of the jury... Credibility determinations, the weighing of the evidence, and the drawing of legitimate inferences from the facts are jury functions, not those of a judge, whether he is ruling on a motion for summary judgment or for a directed verdict. The evidence of the nonmovant is to be believed, and all justifiable inferences are to be drawn in his favor." Ante, at 255.

The trial court is to follow the procedure as set out by the SC Supreme Court in *C & S Real Estate Services v. Massengale*, 350 SE 2d 191 , SC Supreme Court (1986)..." (4) If the complaint is equitable and the counterclaim legal and compulsory , the defendant has a right to a jury trial on the counterclaim. In that case, the proper procedure is as follows:....(c) If there are factual issues common to both claims, absent the " most imperative circumstances,"the "at law" claim must be tried first..." .

Petitioner Ostendorff demanded jury trial and asserted his right to that jury trial during the motion for summary judgment hearing, as the counterclaim facts would have bearing on the foreclosure part of the case. Summary judgment was granted to SunTrust.

The foreclosure part of the case has been completed. Petitioner Ostendorff has that case at the SC Court of Appeals as Ostendorff was never informed of the hearing nor informed of the Notice of Sale.

There appears not to be a conflict with findings with the US Supreme Court and South Carolina Supreme Court but South Carolina courts not following their own findings and decisions. Their actions are in conflict with both their own case law and also similar U S Supreme Court case opinions.

B. CONDITIONS OF CONTRACT

The trial judge stated in granting SunTrust's motion for Summary Judgment that Ostendorff missed paying his monthly interest payments by the due date and thus SunTrust was no longer required to give Ostendorff his monthly construction draws to rehab his existing home.

The construction mortgage did not state any due date for the monthly interest payments Ostendorff was to make. The trial judge added a due date without a specific day of the month. All other findings of fact in the order were convenient misinformation created by the trial judge.

The construction mortgage did not have any monthly due date requirements. The only due date on the note was one year after its origination. After the one year rehab period, a 30 year note would provide permanent financing. Neither party was obligated to enter the permanent note. The 30 year note did have a monthly due date with a specific day of the month. It also allowed the borrower to make monthly payments via an automatic draft from his bank account. The borrower could elect to make payments 1, 2, 3, or 4 days past their due date.

SunTrust never brought up the issue in its pleadings or any affidavits. It was only a surprise issue at the motion hearing brought up by SunTrust's attorney. Ostendorff was not prepared to address the issue since there never was an issue with SunTrust since originating the mortgage probably two years before the hearing.

The moving party provided no evidence that Ostendorff missed any due date, only an internal account summary made by a SunTrust vice-president in her affidavit showing the monthly payments made by Ostendorff. Her affidavit made no reference to any missed due dates as a reason to stop construction draws to Ostendorff. SunTrust never notified Ostendorff that he was in breach, the construction mortgage required that they do so within 30 days of any breach.

In *Soil Remediation Co., v. NuWay Remediation Inc.*, 325 SC 231 (1997) 482 S.E. 2d 554 (1997)... "Although as a general rule contracts are to be construed by the court, where a contract is capable of more than one construction, the question of what the parties intended becomes one of fact to be submitted to jury... Since the contract is capable of more than one construction, summary judgment was improperly granted."

In *Gilstrap v. Culpepper*, 283 S.C. 83, 320 S. E. 2d 445 (1984)....." Courts are without authority to alter a contract by construction or to make new contracts for the parties. Their duty is limited to the interpretation to the contract made by the parties themselves"... regardless of its wisdom or folly, apparent unreasonableness, or failure to guard their rights carefully."

No conflict can be found between SC Supreme Court and US Supreme Court. The SC Court of Appeals and the SC Supreme Court seem to be in conflict with their own case law and opinions.

C. DENIAL OF DUE PROCESS

No reasonable person would conclude that any Justice at the SC Supreme Court reviewed Ostendorff's Writ before denying it.

Respondent filed a Motion to Dismiss Ostendorff's appeal on the foreclosure with the SC Court of Appeals. Ostendorff filed his opposition to motion with the SC Court of Appeals.

Any reasonable person would conclude that Respondent also filed the Motion to Dismiss with the SC Supreme Court without notice to Ostendorff. Ostendorff's Petition for Writ with the SC Supreme Court was denied approximately 15 days after Respondent filed with the SC Court of Appeals. This time is consistent with a court granting a motion if it is not opposed in ten days.

No reasonable person would conclude that the denial of Ostendorff's Petition for Writ was a coincidence.

Considering issues in the counterclaim, it is odd that the SC Supreme Court Denied Ostendorff's Writ without any comments.

Ostendorff was denied an opportunity to respond to the SC Supreme Court.

Ostendorff filed a Motion to Reinstate with the SC Supreme Court. It was denied by the Clerk of Court. Any reasonable person would conclude that the same clerk of court denied Ostendorff's Writ and not the Chief Justice.

The denial of Ostendorff's Motion to Reinstate by the clerk was very evasive. The denial made little sense and the letter talked in circles. A simple statement that Respondent SunTrust never sent the SC Supreme a Motion to Dismiss and the date the Chief Justice actually reviewed the case. This would have cleared up any suspicion. Respondent never opposed Ostendorff's Motion to Reinstate.

Ostendorff was denied due process and equal protection under the law.

Article I, Section 3 of the South Carolina Constitution provides that no "person [shall] be deprived of life, liberty or property without due process of law, nor shall any person be denied the equal protection of the law..."

Fifth Amendment of the US Constitution, Rights of Persons, .."No person....., nor be deprived of life, liberty, or property, without due process..."

Fourteenth Amendment, Section I, of the US Constitution, "...nor any state deprive any person of life, liberty, or property without due process of law..."

"No state shall make or enforce any law which shall abridge the privileges or immunities of citizens of the United States" ..

Their seems to be no conflict, just the SC courts disregarding Ostendorff's constitutional rights.

REASONS FOR GRANTING THE PETITION

The very plain reason is that with the current disregard for property rights and the disregard for due process by the Courts in this case have a negative impact on our economy.

The order by the trial judge show a conscious disregard for the rule of law and any resemblance to judicial restraint.

The inaction of the higher SC courts to supervise and correct orders that have no evidentiary support can only lead to corruption. The financial opportunity for judges in foreclosure hearings is astronomical due to the volume and value of housing.

Based on this case, along with the foreclosure case, a citizen can lose his home and its equity without even notice, much less a trial that is impartial.

I would like the opportunity to have my counterclaim to be tried in front of a jury to recover my damages that SunTrust cost me for their breach.

CONCLUSION

The petition for writ of certiorari should be granted .

Respectfully submitted,



Mark Ostendorff
135 Cedar Creek Circle
Central, SC 29630
(864) 640-3340
Petitioner, Pro Se
markostendorff@yahoo.com

**THIS OPINION HAS NO PRECEDENTIAL VALUE. IT SHOULD NOT BE
CITED OR RELIED ON AS PRECEDENT IN ANY PROCEEDING
EXCEPT AS PROVIDED BY RULE 268(d)(2), SCACR.**

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

SunTrust Mortgage, Inc., Respondent,

v.

Mark Ostendorff, Appellant.

Appellate Case No. 2010-150386

Appeal From York County
S. Jackson Kimball, Special Circuit Judge

Unpublished Opinion No. 2012-UP-608
Heard October 30, 2012 – Filed November 14, 2012

AFFIRMED

Mark Ostendorff, Appellant pro se.

Brian Steed Tatum, of Tatum Law Firm, PLLC, of
Charlotte, North Carolina, for Respondent SunTrust
Mortgage Inc.

PER CURIAM: In this mortgage foreclosure case, Appellant Mark Ostendorff seeks review of the circuit court's order granting summary judgment to Respondent SunTrust Mortgage, Inc. on Ostendorff's counterclaim for breach of contract. We affirm pursuant to Rule 220(b), SCACR, and the following authorities:

8 65

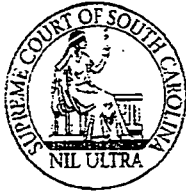
1. As to the circuit court's conclusion that SunTrust was entitled to suspend construction draws as a matter of law: Rule 220(c), SCACR ("The appellate court may affirm any ruling, order, decision or judgment upon any ground(s) appearing in the Record on Appeal."); *Hardee v. Hardee*, 355 S.C. 382, 387, 585 S.E.2d 501, 503 (2003) ("The judicial function of a court of law is to enforce a contract as made by the parties, and not to rewrite or to distort, under the guise of judicial construction, contracts, the terms of which are plain and unambiguous."); *Charles v. Canal Ins. Co.*, 238 S.C. 600, 608, 121 S.E.2d 200, 205 (1961) ("[T]he function of courts is to adjudge and enforce contracts as they are written and entered into by the parties.").
2. As to whether the issues of fact asserted by Ostendorff precluded summary judgment: Rule 220(c), SCACR ("The appellate court may affirm any ruling, order, decision or judgment upon any ground(s) appearing in the Record on Appeal."); Rule 56(c), SCRCP (providing that summary judgment shall be granted when "the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any *material* fact and that the moving party is entitled to a judgment as a matter of law" (emphasis added)); *In re Walter M.*, 386 S.C. 387, 392, 688 S.E.2d 133, 136 (Ct. App. 2009) ("Generally, an issue must be both raised to and ruled upon by the trial court in order to be preserved for appellate review.").
3. As to whether SunTrust's failure to provide Ostendorff with certain discovery responses precluded summary judgment: *Dawkins v. Fields*, 354 S.C. 58, 69, 580 S.E.2d 433, 439 (2003) ("[T]he nonmoving party must demonstrate the likelihood that further discovery will uncover additional relevant evidence.").
4. As to Ostendorff's challenge to the jurisdiction of the special circuit judge: *Glasscock, Inc. v. U.S. Fid. & Guar. Co.*, 348 S.C. 76, 81, 557 S.E.2d 689, 691 (Ct. App. 2001) ("[S]hort, conclusory statements made without supporting authority are deemed abandoned on appeal and therefore not presented for review."); *State v. Colf*, 332 S.C. 313, 322, 504 S.E.2d 360, 364 (Ct. App. 1998), *aff'd as modified*, 337 S.C. 622, 525 S.E.2d 246 (2000) ("An issue is also deemed abandoned if the argument in the brief is merely conclusory.").

AFFIRMED.

HUFF, THOMAS, and GEATHERS, JJ., concur.

10

67



The Supreme Court of South Carolina

DANIEL E. SHEAROUSE
CLERK OF COURT

BRENDA F. SHEALY
CHIEF DEPUTY CLERK

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COLUMBIA, SOUTH CAROLINA
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www.sccourts.org

September 9, 2014

Mr. Mark Ostendorff
135 Cedar Creek Circle
Central SC 29630

Re: Sun Trust Mortgage v. Mark Ostendorff
Appellate Case No. 2013-000144
Lower Court Case No. 2007CP460405

Dear Mr. Ostendorff:

In the above case, this Court denied the petition for a writ of certiorari to review the South Carolina Court of Appeals' decision in Appellate Case Number 2010-150386. You have now filed a motion for reinstatement with this Court, and this motion has been construed as a petition for rehearing regarding the order denying the petition for a writ of certiorari.¹

Please be advised that Rule 221 of the South Carolina Appellate Court Rules (SCACR) provides: "No petition for rehearing shall be allowed from an order

¹ A motion to reinstate is only appropriate when the clerk of court has dismissed a matter. See Rule 260, SCACR. Any challenge to an order issued by the members of the Court must be made by a petition for rehearing under Rule 221, SCACR.

1P 69

denying a petition for a writ of certiorari under Rule 242, SCACR." Therefore, no action will be taken on your petition for rehearing by this Court.²

I do note that you have an appeal currently pending before the South Carolina Court of Appeals from an order dated October 9, 2013. This appeal, which also arises out of 2007CP460405, has been assigned Appellate Case Number 2013-002432. The motion to dismiss and the return to the motion to dismiss that you have enclosed with the petition for rehearing have been filed in Appellate Case Number 2013-002432.

Very truly yours,



CLERK

cc: Brian Steed Tatum, Esquire

² Contrary to your assertion, the Court of Appeals may send the remittitur once the petition for a writ of certiorari is denied. Rule 221(b), SCACR ("If a petition for writ of certiorari is filed [under Rule 242], the Court of Appeals shall not send the remittitur until notified that the petition has been denied.").

The Supreme Court of South Carolina

Sun Trust Mortgage, Inc., Respondent,

v.

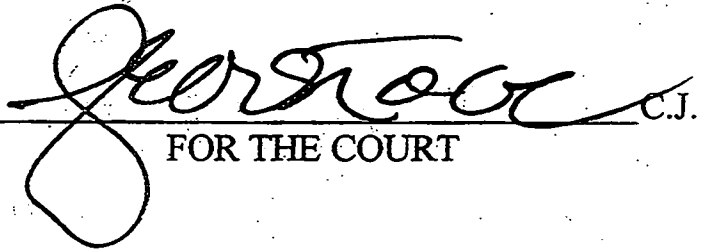
Mark Ostendorff, Petitioner.

Appellate Case No. 2013-000144

Lower Case No. 2007-CP-46-04305

ORDER

Petitioner seeks a writ of certiorari to review the Court of Appeals' decision in *Sun Trust Mortgage, Inc. v. Ostendorff*, Op. No. 2012-UP-608 (S.C. Ct. App. filed Nov. 14, 2012). The petition is denied.


C.J.
FOR THE COURT

Columbia, South Carolina

August 21, 2014

cc:

The Honorable Jenny Abbott Kitchings

The Honorable David Hamilton

Brian Steed Tatum, Esquire

Mark Ostendorff

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APPENDIX

Page(s)

A. South Carolina Supreme Court Denial
For Rehearing (Sept. 9, 2014).....11-12

B. South Carolina Supreme Court Denial
Of Petition for Writ of Certiorari (Aug 21, 2014).....13

C. South Carolina Court of Appeals Affirm Appeal (Nov. 14, 2012)...8-10

IN THE
SUPREME COURT of the UNITED STATES

Mark Ostendorff

Petitioner,

v.

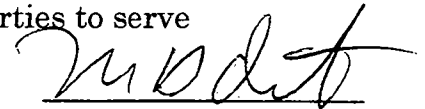
SunTrust Mortgage, Inc.,

Respondent.

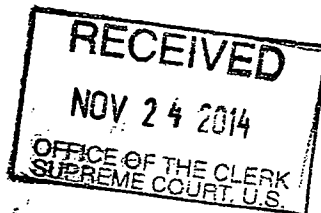
To the South Carolina Supreme Court

CERTIFICATE OF SERVICE

I, Mark Ostendorff, hereby certify that on this day of November 19, 2014, I mailed three copies of the Petition for Writ of Certiorari in the above entitled case to Respondent's attorney at: Tatum Law Firm, Brian s. Tatum, PO Box 11250, Charlotte, NC 28220, (704) 307-4197. There are no other parties to serve



Mark Ostendorff
135 Cedar Creek Circle
Central, SC 29630
(864) 640-3340
Petitioner, Pro Se
markostendorff@yahoo.com



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SUPREME COURT OF THE UNITED STATES
OFFICE OF THE CLERK
WASHINGTON, DC 20543-0001

November 25, 2014

Mark Ostendorff
135 Cedar Creek Circle
Central, SC 29630

RE: Ostendorff v. Sun Trust Mortgage

Dear Mr. Ostendorff:

The above-entitled petition for writ of certiorari was postmarked and received November 24, 2014. The papers are returned for the following reason(s):

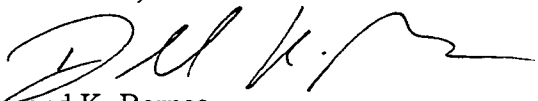
The order of the Supreme Court of South Carolina does not appear to be an order denying discretionary review.

If you intend to pay the \$300 docket fee, the petition must be in booklet format and on paper that measures 6 1/8 by 9 1/4 inches. Rule 33.1(a).

Your check number 1697 in the amount of \$300.00 is herewith returned.

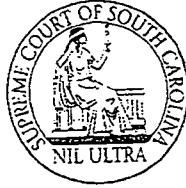
Sincerely,
Scott S. Harris, Clerk

By:


Redmond K. Barnes
(202) 479-3022

Enclosures

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The Supreme Court of South Carolina

DANIEL E. SHEAROUSE
CLERK OF COURT

BRENDA F. SHEALY
CHIEF DEPUTY CLERK

POST OFFICE BOX 11330
COLUMBIA, SOUTH CAROLINA
29211

1231 GERVAIS STREET
COLUMBIA, SOUTH CAROLINA 29201

TELEPHONE: (803) 734-1080

FAX: (803) 734-1499

www.sccourts.org

January 22, 2015

Mr. Mark Ostendorff
135 Cedar Creek Circle
Central SC 29630

Re: Sun Trust Mortgage v. Mark Ostendorff
Appellate Case No. 2013-000144¹

Dear Mr. Ostendorff:

This responds to your letter dated January 14, 2014. The orders that this Court has issued in the above matter speak for themselves, and no further characterization of these orders can be provided. Whether any of these orders meet the requirements necessary for review by the Supreme Court of the United States, is simply not a matter that involves this Court. If you need assistance with seeking review from the Supreme Court of the United States, you may wish to consult with an attorney.

Very truly yours,

CLERK

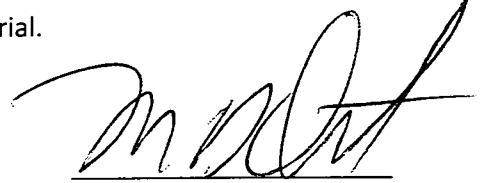
cc: Brian Steed Tatum, Esquire

¹ Your letter uses Appellate Case No. 2010-150386. That was the appellate case number before the South Carolina Court of Appeals.

Certificate of Counsel

The undersigned hereby certifies that all Record on Appeal contains all material proposed to be included by any of the parties and not any other material.

December 23, 2015



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