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STATE OF SOUTH CAROLINA

COURT OF COMMON PLEAS

COUNTY OF SPARTANBURG

WELLS FARGO BANK, N.A., AS
TRUSTEE FOR BEAR STEARNS
ASSET BACKED SECURITIES I TRUST
2004-BO1,

PLAINTIFF,

-VS-

BETTY L. TANGEMAN, BARRY D.
MALLEK AND ALICE R. MALLEK;
DONALD C. COGGINS, JR., AND
DELBERT R. TANGEMAN,

DEFENDANTS.

TRANSCRIPT OF TESTIMONY

(2010CP42-5847)

REFERENCE HELD: SEPTEMBER 25, 2017.

BEFORE: HONORABLE GORDON G. COOPER,
MASTER-IN-EQUITY FOR SPARTANBURG COUNTY.

THE HUTCHENS LAW FIRM,
BY: JOHN B. KELCHNER, ESQUIRE
Attorneys for the Plaintiff.

Delbert R. Tangeman is present.

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SC Court of Appeals

Sarah Hollis, Court Reporter

1 THE COURT: We go on the record in the case of Wells Fargo Bank, N. A., as Trustee for Bear
2 Stearns Asset Backed Securities I Trust 2004-B01, versus Betty L. Tangeman, Barry D. Mallek
3 and Alice R. Mallek, Donald C. Coggins, Jr., and Delbert R. Tangeman. All right. This is the
4 hearing on the Motion to Reconsider filed by Mr. Tangeman, Delbert R. Tangeman. This is
5 Case Number 2010-5847. The foreclosure order was filed on May 11, 2017. The foreclosure
6 sale took place on June 5, 2017. The Motion to Reconsider and Open the Case was filed by
7 Delbert R. Tangeman. And the Certificate of Service attached to his Motion is dated June 15,
8 2017. All right, Mr. Tangeman.

9 MR. TANGEMAN: Yes sir.

10 THE COURT: It is your motion.

11 MR. TANGEMAN: Yes sir. You want me to present?

12 THE COURT: Yes sir. You filed your Motion to Reconsider. So now is the hearing based on
13 your motion.

14 MR. TANGEMAN: To open the case. Yes.

15 THE COURT: All right.

16 MR. TANGEMAN: Well Your Honor, I base my motion upon several things. Number one is
17 that the Plaintiff does not possess a legal note. The note that was filed was recopied numerous
18 times and when you start copying things you can put most anything on the note that you want.
19 And so it turns out as it did. As far as that the number on the note was blotted out so that there
20 is no account number at all showing. And another reason is that the three (3) year Statute of
21 Limitations which is Code 15-3-510 on collecting a debt in South Carolina expired several years
22 ago. And also three (3) other attorneys have attempted to file a lawsuit against me but then they
23 retired or something happened but anyway they never did shown up in Court. And then I don't
24 see any chain of allonges or assignments or endorsements attached to the fraudulent note. And
25 the buyers of the note should have something in writing. An allonge or an affidavit proving that

1 there was legal transference for the note. Actually, the three (3) year Statute of Limitations
2 should close this case. And those are the main reasons for opening the case that I presented.

3 THE COURT: All right. Thank you. Counsel.

4 MR. KELCHNER: John Kelchner on behalf of the Plaintiff, Your Honor. Your Honor, I will
5 refer to the Defendant's Motion, the Reconsideration Motion in which he recited in his argument
6 this morning. These issues all were brought up prior to the judgment being filed and the Motion
7 for Summary Judgment being filed. Mr. Tangeman's counterclaims were dismissed. I believe
8 there is a Motion to Reconsider which was also dismissed. At the hearing he argued again with
9 respect to standing. The issues with respect to the payments and the property insurance also
10 were addressed at the hearing. Your Honor, was well within his discretion to find that the
11 Plaintiff had proper standing. We had the original note at the hearing. A properly endorsed
12 note. With respect to the redactions that were referenced, on the note we have to do that with
13 respect to protecting personally identifiable information. None of the arguments raised
14 including the arguments with respect to service of various pleadings provide grounds to set this
15 aside pursuant to Rule 60. The Defendant was properly served with the pleadings. Looking
16 back he was properly served with the Notice of Hearing for the Motion for Summary Judgment
17 and he was properly served with the Decree on May 23. Furthermore, there was no 59(e)
18 Motion filed within ten (10) days of the Judgment being filed. There is nothing under Rule
19 60(b). There is no new discovered evidence. Allegations for the stay pursuant to the Judgment
20 that gives grounds to set this aside pursuant to Rule 60(b). So the Plaintiff would respectfully
21 request that the Defendant's motion be denied. Thank you.

22 THE COURT: Anything further Mr. Tangeman?

23 MR. TANGEMAN: Yes. I am still wondering why we can foreclose on a piece of property that
24 the statues of limitation has expired on. How can that be? I thought that we were here to
25 uphold the law not ignore it.

1 THE COURT: Counsel do you want to address that?

2 MR. KELCHNER: Well Your Honor, first the statute cited is not applicable to foreclosure
3 actions. The law in South Carolina is that the law of special limitations expires twenty (20)
4 years after the maturity date. If there is no maturity date on the note it will be twenty (20) years
5 after the note originated. The borrower was in default for the July 2010 due date. The
6 Complaint was filed in December of 2010. So even if this statute applied, the Plaintiff properly
7 complied with that statute by filing the case and taking action within less than six (6) months of
8 the default date. And the fact that the case has been ongoing for several years the case can't just
9 be strung out and then after three (3) years be dismissed by allegations that the statute of
10 limitations has expired. So Your Honor this argument in addition to being already addressed at
11 the Motion for Summary Judgment hearing is not applicable, Your Honor. And we would
12 request again that argument would not be considered as legitimate information.

13 THE COURT: All right.

14 MR. TANGEMAN: Well Your Honor, I disagree. He hasn't stated anything that proves that
15 the statute of limitations does not apply.

16 THE COURT: All right. Mr. Tangeman this Court has always found that the Statute of
17 Limitations does not apply. Especially this case has been pending for ten (10) years and I
18 remember when it started. And this statute of limitations once the filing took place it took place
19 within six (6) months of the default of the payment. The statute of limitations that you are
20 addressing or attempting to apply to this case does not apply in this case. So I am finding that it
21 does not apply in this case. And this matter has been brought up several times and it still does
22 not apply. The other issue that I have is and I have continually told you that when you select
23 yourself as your attorney then I have got to hold you to the same level as an attorney. And that
24 being said you did not file this Motion within the ten (10) days as required by the Rules of Civil
25 Procedure. And that is why when we started I specifically set out on the record the dates of the

1 entry of the Order. The dates of the Certificate that the attorneys for the Plaintiff sent you copies
2 of all pleadings. The other matters that you are addressing as far as the notes, I find in the Order
3 and throughout this that they were proper assignments of these documents to the present Plaintiff
4 and in fact in the Order dated May 11, I again confirmed that there were proper assignments to
5 the present Plaintiff. And found that the loan created a first priority mortgage on this subject
6 property. So based on all of these findings, I am going to deny the Motion for Reconsideration
7 or Reconsideration and Opening the Case. So I am denying that Motion. Counsel if you would
8 prepare the appropriate Order.

9 MR. KELCHNER: Thank you, Your Honor. I will.

10 THE COURT: And send a copy to Mr. Tangeman.

11 MR. KELCHNER: Yes, Your Honor.

12 THE COURT: Just like you did with the last order as far as a certificate.

13 MR. KELCHNER: Yes sir.

14 THE COURT: But e-file it as well.

15 MR. KELCHNER: Yes sir.

16 THE COURT: And Mr. Tangeman if you want to see the Order prior to it being received by you
17 it will be electronically filed and available on line with the clerk's filing.

18 MR. TANGEMAN: Your Honor, I don't know how to do that online.

19 THE COURT: Well you will get the Order within the time frame just like you did with the
20 Order that was originally entered back in May of 2017.

21 MR. TANGEMAN: Your Honor, I couldn't get to it and I don't know why. I even had - - well
22 somebody gave me the how to do it but I still couldn't get it and if I could come to your Office
23 and pick it up. I could do that.

24 THE COURT: We don't provide it. We e-file it and you can get a copy at the Clerk's office
25 downstairs.

1 MR. TANGEMAN: Your Honor, I got a copy before from here.

2 THE COURT: We don't have a copy now. But the e-filing - - Mr. Tangeman listen to me. If
3 you want a copy - - counsel do you have an email Mr. Tangeman?

4 MR. TANGEMAN: Yes sir.

5 THE COURT: All right. If you would write it down and give it to counsel. I don't want it on
6 the record because as counsel has stated you have to be very concerned about things that make it
7 onto the record. So if you would write it down and give it to him. And if you would e-mail a
8 copy as well after I electronically file it.

9 MR. KELCHNER: Yes, Your Honor.

10 THE COURT: But that will be available in the Clerk's office on the second floor of this
11 building. We are on the third (3) floor now. So as soon as I sign it electronically it will be filed
12 in the Clerk's office.

13 MR. TANGEMAN: So I can pick up a copy in the Clerk's office?

14 THE COURT: They can run you off a copy there but counsel is going to also e-mail you a copy
15 at the e-mail address that you provide to him.

16 MR. TANGEMAN: All right.

17 THE COURT: Do you have something to write on?

18 MR. TANGEMAN: Yes sir.

19 THE COURT: All right. Counsel if you would do that as a courtesy to Mr. Tangeman as well.

20 MR. KELCHNER: Yes sir.

21 THE COURT; All right. Counsel can you read it?

22 MR. KELCHNER: I am sorry.

23 THE COURT: Can you read what he wrote? Can you tell what it is?

24 MR. KELCHNER: Yes, Your Honor.

25 THE COURT: All right. If you will prepare that like I said and e-file it and I will sign it s soon

1 as I get it and when you get it back if you will e-mail a copy and also send it to him by regular
2 mail.

3 MR. KELCHNER: Yes, Your Honor.

4 THE COURT: All right.

5 MR. KELCHNER: Thank you.

6 THE COURT: All right. Mr. Tangeman have a good day.

7 MR. TANGEMAN: Thank you.

8 -----END OF MOTIONS -----

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1 STATE OF SOUTH CAROLINA

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COURT OF COMMON PLEAS

3 COUNTY OF SPARTANBURG

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CERTIFICATE

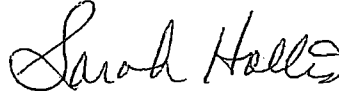
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7 I, the undersigned Sarah Hollis, Court Reporter for the Master-In-Equity for the County
8 of Spartanburg, State of South Carolina, do hereby certify that the foregoing is a true and
9 accurate Transcript of Testimony of the proceedings had at the motions hearing of the captioned
10 case, before the Honorable Gordon G. Cooper, Master-In-Equity for Spartanburg County, South
11 Carolina, on the 25th day of September, 2017.

12

I do further certify that I am neither of kin, counsel nor interest to any party hereto.

13



14

Sarah Hollis

15

Court Reporter

16

17 **SWORN** to before me this

18 9th day of October, 2017.

19 Spartanburg, South Carolina.

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Notary Public for South Carolina

25

My Commission Expires: September 13, 2026.