

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM KERSHAW COUNTY
Jeffery M. Tzerman, Circuit Court Judge

Case No. 2011-CP-28-0981

Appellate Case No. 2012-212-2971

RECEIVED

DEC 14 2012

SC Court of Appeals

CitiMortgage, Inc.,

Respondent,

V:

Ellen R. Springer,

Appellant, Pro se.

E.R.S. REPLY OPPOSITION AND REJECTION TO RESPONDENT'S MOTION TO
DISMISS (DOCTRINE OF EQUITABLE ESTOPPEL) WITH RENEWAL OF PRO SE
EMERGENCY MOTION TO VACATE VOID JUDGMENT, RES JUDICATA (S.C. LAW OF
VOID JUDGMENT) AND OR IN THE INTERIM FREEZE THE INSTANT PROCEEDING,
APPELLANT, PRO SE.

Ellen R. Springer, Appellant, Pro se, damaged party
Appearing without counsel of choice
Where no such counsel exists within
The State of South Carolina known to
This Victim" "Appellant based upon
Personal knowledge and belief.

C/o 147-21 109th Avenue
Jamaica, New York, 11435
Fax: (716) 893-3378; Contact: (716) 205-7867

Ellen R. Springer, Appellant, Pro se, Damaged Party.
C/o 147-21 109th Avenue
Jamaica, New York 11435
Fax: (716) 893-3378 and (803) 438-9600
Contact: (716) 205-7867

December 11th, 2012

Delivered Certified Mail Return Receipt Requested

The Honorable Claire Allen
Deputy Clerk of the Court
S.C. Court of Appeals
1015 Sumter Street, Floor Unknown
Columbia, S.C. 29201

RE: CitiMortgage, Inc. v. Ellen R. Springer
Case No. 2011-CP-28-0981;
File No. 26012-01732;
S.C. Tracking #: 2012-212-2971;

Dear Honorable Madam Deputy Clerk, Esq.

On December 4th, 2012, this Appellant, Pro se received copy of Respondent's motion to dismiss the instant matter of appeal. Well your honorable Madam, it is fair to say that, (1) based upon phone conversation had with you on October 25th, 2012, directed at why all "emergency" pro se motions had not been entertained in a timely fashion that rendered all further judgment void judgments, Res judicata; and (2) based upon a "Brisk" overview of Appellant, Pro se "Reply" Opposition and "Rejection" to Respondent's motion to dismiss the instant appeal (1 original, seven (7) copies and proof of service enclosed herewith for your filing) the following results and fact finds of the instant "judicial" "Quest" for the "Truth" (uninhibited by "inconsistent positions" that pose on the "integrity" of the instant-judicial quest for the truth because it would be highly prejudicial to Respondent...) conclude:

- a. The formal accusatory instrument ("Imaginary" Respondent's motion to dismiss the instant matter of appeal) filed on or about "**November 28th, 2012**", fell below the objective standard of the Admissions Statement requirement (Fed. Civ. P. Rule 1 ["...pleadings must be construed to do substantial justice to cross the statutory safeguards that block threshold to the jurisdictional gates that block the jurisdictional power and authority of the court to review only real claims...traceable to acts of the accused]; and
- b. The formal accusatory instrument ("Imaginary" Respondent's Civil Complaint of injury) filed on or about "**November 1, 2011**" that commenced the instant action also fell below an objective standard of the Admissions Statement requirement (Fed. Civ. P. Rule 1 ["...pleadings must be construed to do substantial justice to cross the statutory safeguards that block threshold to the

jurisdictional gates that block the jurisdictional power and authority of the court to review only real claims...traceable to acts of the accused]; and

- c. Pursuant to 41 USC 604: Fraudulent Claims, it is Respondent, their agents and their predecessors who must reimburse this Governing review body for "all costs incurred" in connection with review of Respondent's motion to dismiss and any misrepresentation of the complaint found to be untrue traceable to acts of the "claimant", Res judicata; and
- d. Judgments rendered (1) in excess of the S.C. Law of Void Judgment [absence of "In persona" and "Subject matter" jurisdiction: judgments rendered upon affirmation of attorney for the client is "NEVER FINAL": IT IS SIMPLY VOID], Res judicata; (2) in excess of the Doctrine of Fraud on the Court (changing of sides to win the case, inter alia: on July 9th, 2012), Res judicata; and (3) in excess of "The Doctrine of Equitable Estoppel (e.g. selling and buying of sides that pose on the integrity of the instant Quest for the truth and render the results unreliable as a matter of constitutional Law: September 10th, 2012), Res judicata; and that (4) imposed injurious appeal bond in the amount of \$28,500.00's in order to stay execution of writ of assistance executed, in part, on September 25th, 2012 ; and (5) that relinquished Appellant's Pro se rights to petition the lower court with further "Equitable" motions for "equitable" relief; without support of the material facts was a "PURELY" "PRIVATE" ACT not found under color of law and without immunities from a recovery of damages for injuries sustained therefrom, Res judicata.

What this means is that established Statutory, Administrative and Procedural protocol were not followed in this case and, on July 9th, 2012, the judicial machinery of the lower court was defiled and now allowed to perform its normal tasking of adjudicating cases brought to "It" for adjudication traceable to the "Purely" "Private" Acts not under color of the law, Res judicata.

Accordingly, this case is won on the merits of the conduct because this was fraud on the court by Officers of the Court, and a deliberate act of Civil disobedience intended to injure this Appellant, Pro se, who did nothing wrong except not know that the Hon. Tzerman, J. was an "interested" "Party" to the "outcome" who, on September 10th, 2012 and on July 9th, 2012, became an actor agent for Respondent.

Based upon the hearing record and the entire above stated material facts: the judgments of this S.C. Court of Appeals that denied all of the pro se litigant's "emergency" motions that sought to mitigate damages to "both" "Party's" in interest to the outcome, inherently denied the pro se litigant equal protection of law in a "Lawyer-dominated" hearing court: this means that this entire proceeding never happened (sham Legal Process [S.C. Code 15-75-60]: it is a Procedural nullity that appears on the record that is void on its face and in fact, without effect, enforcement, efficacy or respect in any court, Res judicata.

While you are not a Judge of the Court you are, however, no less an "Officer" of the Court who is aware of the instant material facts that evidence that (1) Appellant, Pro se, has always upheld her side of the "Bargain"; and (2) that no other party to this action has "upheld their side of the "Bargain" with the exception of your intervention (on October 25th, 2012) that caused this court to generate the "void"

judgment that denied "emergency" motion to vacate void judgment, Res judicata. you saw "Good" cause to Act on October 25th, 2012.

Pursuant to Rule 60 [b] this Appellant, Pro se, presents "Extraordinary" circumstances and "Legal" argument that would justify a granting of relief from "void" final order default summary judgment, Res judicata that has absolutely nothing to do with "High" prejudice to the Respondent [who, like Appellant, pro se, herein: never did anything wrong] who is "Incapable" of committing "Human err". It is the predecessors like their "newly appointed attorney agent of choice" who seek to prosecute an "unsubstantiated" claim of "Injury" that is knowingly false. The judgments of the court are simply a matter of "It just isn't right" (The Doctrine of Equitable Estoppel).

The instant Quest for the Truth will make it to the Public eye one way or another: this judicial proceeding is uninhibited by use of the procedures of the court because respondent is barred from defending this action as an inseparable incident to the "unclean" hands and "inequitable" conduct of their predecessors, Res judicata. Please uphold your side of the Bargain and simply "Uphold" our side of the "Bargain" that "Inspects" and "Reports" the findings of any inappropriate conduct that represents a "Private" Act of Treason commissioned by a fellow Officer of the Unified Court System because you "honor" your "Public" "sworn" "official oath" to uphold the S.C. Constitution and the United States Constitution, alike. Please act accordingly in the interest of Justice and for Good Cause Shown.

Dated: December 11th, 2012.

This is hereby a Registered Civil Citizen's Complaint,



CC: The President of the United States; and

Attorney for the Respondent:
Nelson Mullins, Riley & Scarborough, LLP
1320 Main Street/ 17th Floor
Columbia, S.C.; and

The Clerk of the Court of Common Pleas:
Kershaw County
1250 Broad Street
Camden, S.C.

Cpt. Chris Phillips,
Kershaw County Sherriff's Department
Civil Division
821 Ridgway Road, Lugoff, S. C. 29078

File.

Nelson Mullins

Nelson Mullins Riley & Scarborough LLP
Attorneys and Counselors at Law
1320 Main Street / 17th Floor / Columbia, SC 29201
Tel: 803.799.2000 Fax: 803.255.9024
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Michael J. Anzelmo
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michael.anzelmo@nelsonmullins.com

November 28, 2012

Hand Delivered

The Honorable Jenny Abbott Kitchings
Clerk of Court
SC Court of Appeals
1015 Sumter Street - 5th Floor
Columbia, SC 29201

RE: CitiMortgage, Inc. v. Ellen R. Springer
Case No.: 2011-CP-28-0981
Our file no.: 26019/01732

Dear Ms. Kitchings:

Enclosed please find an original and seven copies of a Motion to Dismiss Appeal in the above-referenced matter. Please file the original and return a clocked-in copy to me via our courier. Should you have any questions, please do not hesitate to contact me.

By copy of this letter, I am hereby serving the opposing party.

Very truly yours,



Michael J. Anzelmo

MJA:jlee

Enclosures

cc: Ellen R. Springer, Pro se

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM KERSHAW COUNTY
Master-in-Equity

The Honorable Jeffery M. Tzerman

Case No. 2011-CP-28-0981

Appellate Case No. 2012-212971

CitiMortgage, Inc.,..... Respondent,

v.

Ellen R. Springer, Peggy S. Charles f/k/a Peggy S.
Roberts, Defendants

Of whom Ellen R. Springer is..... Appellant.

Motion to Dismiss Appeal

Pursuant to South Carolina Appellate Court Rules 207 and 240, Respondent CitiMortgage, Inc. ("CitiMortgage") moves to dismiss the appeal filed by Appellant Ellen R. Springer ("Appellant") on the ground that Appellant failed to timely order the transcript within the time allotted by the appellate court rules. The grounds for this Motion are as follows:

By choosing to pursue this appeal, our appellate court rules impose certain obligations on Appellant. In particular, Rule 207(a)(1), SCACR, requires Appellant to timely order the transcript of the lower court proceedings within the (10) days after the service of the notice of appeal. Appellant has failed to comply with this requirement.

On September 17, 2012, Appellant served a Notice of Appeal from the Order of the Honorable Jeffery S. Tzerman dated September 10, 2012. See Notice of Appeal, attached hereto as Exhibit "A." Rule 207(a), SCACR, provides that "[w]here a transcript of the proceedings must be prepared by the court reporter, *appellant shall*, within the time provided for ordering the transcript, make satisfactory arrangements . . . in writing with the court reporter for furnishing the transcript." (emphasis added). On appeal from a ruling by the Master-in-Equity, the "transcript *must be ordered* within ten (10) days after the date of service of the notice of appeal." *Id.* (emphasis added). Appellant must "contemporaneously furnish all counsel of record, the Office of Court Administration, and the clerk of the appellate court with copies of all correspondence with the court reporter." *Id.*

In this case, Appellant served her Notice of Appeal on September 17, 2012. Thus, per Rule 207, SCACR, Appellant had until Monday, September 27, 2012, to order the transcript from the lower court proceeding. As of the date of this filing, the deadline for ordering the transcript has passed without Appellant notifying "all counsel of record" that the transcript has been ordered.¹ Additionally, Appellant has not sought or obtained an extension of time within which to order the transcript for this case. Thus, Appellant is delinquent 62 days in ordering the transcript as proscribed by the Rules. As a result of this unexplained and lengthy delay, Appellant should not be afforded the opportunity to cure this error. Appellant has had more than sufficient time to comply with this mandate. See, e.g., State v. Burton, 356 S.C. 259, 265 n. 5, 589 S.E.2d 6, 9 n. 5 (2003) ("A pro se litigant who knowingly elects to represent h[er]self

¹ Undersigned counsel confirmed with the Court that Appellant has not notified the Court that she timely ordered the transcript.

assumes full responsibility for complying with substantive and procedural requirements of the law."). Thus, this appeal should be dismissed.

Based on the foregoing, Appellant has failed to comply with our Appellate Court Rules. Therefore, CitiMortgage requests dismissal of the appeal with prejudice.

NELSON MULLINS RILEY & SCARBOROUGH LLP

By: 

Michael I. Anzelmo
SC Bar No. 72933
E-Mail: michael.anzelmo@nelsonmullins.com
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SC Bar No. 012941
E-Mail: rush.smith@nelsonmullins.com
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1320 Main Street / 17th Floor
Post Office Box 11070 (29211-1070)
Columbia, SC 29201
(803) 799-2000

Attorneys for CitiMortgage, Inc.

Columbia, South Carolina
November 28, 2012

Exhibit A

THE STATE OF SOUTH CAROLINA

Court of Appeals

APPEAL FROM KERSHAW COUNTY

Court of Common Pleas

Jeffery M. Tzerman, Circuit Court Judge

Case No. 2011-CP-28-0981

CitiMortgage, Inc.,

Respondent,

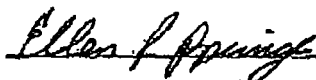
v.

Ellen R. Springer,

Appellant, Pro se.

NOTICE OF APPEAL

Ellen R. Springer appeals the Order of the Honorable Jeffery S. Tzerman dated September 10th, 2012 denying Emergency Pro se application for Equitable Estoppel, Doctrine of Fraud and Lache (call to preclude selling and buying of sides) and therefore denying Emergency motion for Reconsideration (S.C. Rule 59 [e]; S.C. Rule 60 [b] [1]) of Order denying order to show cause Why Ellen R. Springer should not be granted relief upon prima facie showing of the presence of fraud on the court, the commission of civil fraud; the absence of jurisdiction, chaperoned by prima facie showing of excusable neglect for abstencia in the proceedings traceable to predatory attorney attack, dated July 9th, 2012. Appellant received notice of entry of this order via phone on September 11th, 2012.

September 17th, 2012.

Mrs. Ellen R. Springer, Appellant, Pro se
147-21 109th Avenue
Jamaica, New York 11435
(716) 205-7867

To: Clerk of Kershaw County
Court of Common Pleas
1121 Broad Street, Camden, S.C., 29021

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM KERSHAW COUNTY
Master-in-Equity

The Honorable Jeffery M. Tzerman

Case No. 2011-CP-28-0981

CitiMortgage, Inc., ... Respondent,
v.
Ellen R. Springer, ... Appellant.

PROOF OF SERVICE

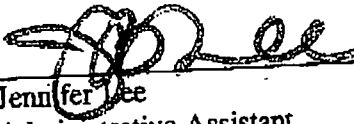
I, the undersigned Administrative Assistant of the law offices of Nelson Mullins Riley & Scarborough LLP, attorneys for CitiMortgage, Inc., do hereby certify that I have served all counsel in this action with a copy of the pleading(s) hereinbelow specified by mailing a copy of the same by United States Mail, postage prepaid, to the following address(es):

Pleadings: Motion to Dismiss Appeal

Parties Served:

Ellen R. Springer
147-21 109th Avenue
Jamaica, New York 11435

[signature page attached]

A handwritten signature in black ink, appearing to read "Jennifer Lee", is written over a horizontal line.

Jennifer Lee
Administrative Assistant

November 28, 2012

PROOF OF SERVICE

Ellen R. Springer, affirms the following under penalties and pains of perjury known under the United States of America:

I am the Appellant, Pro se, appearing in the instant "Proceeding of Special Pleadings" known to this Court as Tracking # 2012-212-2971: their case file # 26019/01732, without granting jurisdiction where no jurisdiction has ever been established under color of law known to this Appellant, Pro se, without surrender of any rights while reserving all protected State and Federal Rights while in the course of "Upholding" my (the Appellant's) side of the bargain that completes the instant Quest for the Truth on the ground that I (Appellant, pro se) am the only one with hands clean enough to "Uphold the S.C. Constitution (the official Sealed transcription of the hearing).

Appellant, Pro se, placed the attached Reply opposition to Respondent's motion to dismiss and "Emergency" motion to Reinstate "emergency" motion to vacate "void" judgment, inter alia, in a postpaid envelope, overnight express mail services with return receipt requested, and sent to the below mentioned parties:

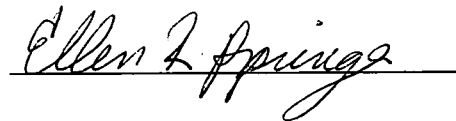
CC: The President of the United States; and

Attorney for the Respondent:
Nelson Mullins, Riley & Scarborough, LLP
1320 Main Street/ 17th Floor
Columbia, S.C.; and

The Clerk of the Court of Common Pleas:
Kershaw County
1250 Broad Street
Camden, S.C.

Cpt. Chris Phillips,
Kershaw County Sherriff's Department
Civil Division
821 Ridgway Road, Lugoff, S. C. 29078

File.



Ellen R. Springer, Appellant, Pro se, Damaged Party.
C/o 147-21 109th Avenue
Jamaica, New York 11435
Fax: (716) 893-3378 and (803) 438-9600
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December 11th, 2012

Delivered Certified Mail Return Receipt Requested

The Honorable Claire Allen
Deputy Clerk of the Court
S.C. Court of Appeals
1015 Sumter Street, Floor Unknown
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RE: CitiMortgage, Inc. v. Ellen R. Springer
Case No. 2011-CP-28-0981;
File No. 26012-01732;
S.C. Tracking #: 2012-212-2971;

Dear Honorable Madam Deputy Clerk, Esq.

On December 4th, 2012, this Appellant, Pro se received copy of Respondent's motion to dismiss the instant matter of appeal. Well your honorable Madam, it is fair to say that, (1) based upon phone conversation had with you on October 25th, 2012, directed at why all "emergency" pro se motions had not been entertained in a timely fashion that rendered all further judgment void judgments, Res judicata; and (2) based upon a "Brisk" overview of Appellant, Pro se "Reply" Opposition and "Rejection" to Respondent's motion to dismiss the instant appeal (1 original, seven (7) copies and proof of service enclosed herewith for your filing) the following results and fact finds of the instant "judicial" "Quest" for the "Truth" (uninhibited by "inconsistent positions" that pose on the "integrity" of the instant judicial quest for the truth because it would be highly prejudicial to Respondent...) conclude:

- a. The formal accusatory instrument ("Imaginary" Respondent's motion to dismiss the instant matter of appeal) filed on or about "**November 28th, 2012**", fell below the objective standard of the Admissions Statement requirement (Fed. Civ. P. Rule 1 ["...pleadings must be construed to do substantial justice to cross the statutory safeguards that block threshold to the jurisdictional gates that block the jurisdictional power and authority of the court to review only real claims...traceable to acts of the accused]); and
- b. The formal accusatory instrument ("Imaginary" Respondent's Civil Complaint of injury) filed on or about "**November 1, 2011**" that commenced the instant action also fell below an o objective standard of the Admissions Statement requirement (Fed. Civ. P. Rule 1 ["...pleadings must be construed to do substantial justice to cross the statutory safeguards that block threshold to the

jurisdictional gates that block the jurisdictional power and authority of the court to review only real claims...traceable to acts of the accused]; and

- c. Pursuant to 41 USC 604: Fraudulent Claims, it is Respondent, their agents and their predecessors who must reimburse this Governing review body for "all costs incurred" in connection with review of Respondent's motion to dismiss and any misrepresentation of the complaint found to be untrue traceable to acts of the "claimant", Res judicata; and
- d. Judgments rendered (1) in excess of the S.C. Law of Void Judgment [absence of "In persona" and "Subject matter" jurisdiction: judgments rendered upon affirmation of attorney for the client is "NEVER FINAL": IT IS SIMPLY VOID], Res judicata; (2) in excess of the Doctrine of Fraud on the Court (changing of sides to win the case, inter alia: on July 9th, 2012), Res judicata; and (3) in excess of "The Doctrine of Equitable Estoppel (e.g. selling and buying of sides that pose on the integrity of the instant Quest for the truth and render the results unreliable as a matter of constitutional Law: September 10th, 2012), Res judicata; and that (4) imposed injurious appeal bond in the amount of \$28,500.00's in order to stay execution of writ of assistance executed, in part, on September 25th, 2012 ; and (5) that relinquished Appellant's Pro se rights to petition the lower court with further "Equitable" motions for "equitable" relief; without support of the material facts was a "PURELY" "PRIVATE" ACT not found under color of law and without immunities from a recovery of damages for injuries sustained therefrom, Res judicata.

What this means is that established Statutory, Administrative and Procedural protocol were not followed in this case and, on July 9th, 2012, the judicial machinery of the lower court was defiled and now allowed to perform its normal tasking of adjudicating cases brought to "It" for adjudication traceable to the "Purely" "Private" Acts not under color of the law, Res judicata.

Accordingly, this case is won on the merits of the conduct because this was fraud on the court by Officers of the Court, and a deliberate act of Civil disobedience intended to injure this Appellant, Pro se, who did nothing wrong except not know that the Hon. Tzerman, J. was an "interested" "Party" to the "outcome" who, on September 10th, 2012 and on July 9th, 2012, became an actor agent for Respondent.

Based upon the hearing record and the entire above stated material facts: the judgments of this S.C. Court of Appeals that denied all of the pro se litigant's "emergency" motions that sought to mitigate damages to "both" "Party's" in interest to the outcome, inherently denied the pro se litigant equal protection of law in a "Lawyer-dominated" hearing court: this means that this entire proceeding never happened (sham Legal Process [S.C. Code 15-75-60]: it is a Procedural nullity that appears on the record that is void on its face and in fact, without effect, enforcement, efficacy or respect in any court, Res judicata.

While you are not a Judge of the Court you are, however, no less an "Officer" of the Court who is aware of the instant material facts that evidence that (1) Appellant, Pro se, has always upheld her side of the "Bargain"; and (2) that no other party to this action has "upheld their side of the "Bargain" with the exception of your intervention (on October 25th, 2012) that caused this court to generate the "void"

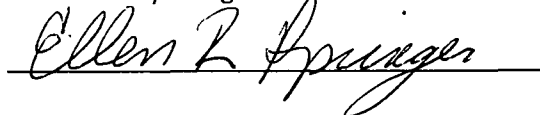
judgment that denied "emergency" motion to vacate void judgment, Res judicata. you saw "Good" cause to Act on October 25th, 2012.

Pursuant to Rule 60 [b] this Appellant, Pro se, presents "Extraordinary" circumstances and "Legal" argument that would justify a granting of relief from "void" final order default summary judgment, Res judicata that has absolutely nothing to do with "High" prejudice to the Respondent [who, like Appellant, pro se, herein: never did anything wrong] who is "Incapable" of committing "Human err". It is the predecessors like their "newly appointed attorney agent of choice" who seek to prosecute an "unsubstantiated" claim of "Injury" that is knowingly false. The judgments of the court are simply a matter of "It just isn't right" (The Doctrine of Equitable Estoppel).

The instant Quest for the Truth will make it to the Public eye one way or another: this judicial proceeding is uninhibited by use of the procedures of the court because respondent is barred from defending this action as an inseparable incident to the "unclean" hands and "inequitable" conduct of their predecessors, Res judicata. Please uphold your side of the Bargain and simply "Uphold" our side of the "Bargain" that "Inspects" and "Reports" the findings of any inappropriate conduct that represents a "Private" Act of Treason commissioned by a fellow Officer of the Unified Court System because you "honor" your "Public" "sworn" "official oath" to uphold the S.C. Constitution and the United States Constitution, alike. Please act accordingly in the interest of Justice and for Good Cause Shown.

Dated: December 11th, 2012.

This is hereby a Registered Civil Citizen's Complaint,

A handwritten signature in black ink, reading "Ellen R. Springer", is written over a horizontal line.

CC: The President of the United States; and

Attorney for the Respondent:
Nelson Mullins, Riley & Scarborough, LLP
1320 Main Street/ 17th Floor
Columbia, S.C.; and

The Clerk of the Court of Common Pleas:
Kershaw County
1250 Broad Street
Camden, S.C.

Cpt. Chris Phillips,
Kershaw County Sherriff's Department
Civil Division
821 Ridgway Road, Lugoff, S. C. 29078

File.

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM KERSHAW COUNTY
Jeffery M. Tzerman, Circuit Court Judge

Case No. 2011-CP-28-0981

Appellate Case No. 2012-212-2971

CitiMortgage, Inc.,

Respondent,

V.

Ellen R. Springer,

Appellant, Pro se.

E. R.S. REPLIES OPPOSITION AND REJECTION TO RESPONDENT'S MOTION TO DISMISS (DOCTRINE OF EQUITABLE ESTOPPEL) WITH RENEWAL OF PRO SE EMERGENCY MOTION TO VACATE VOID JUDGMENT, RES JUDICATA (S.C. LAW OF VOID JUDGMENT), APPELLANT, PRO SE.

Appellant, Ellen R. Springer, pro se, (hereinafter "Damaged party") makes this onetime" special appearance in this "Proceeding" of "Special" "Pleadings" without granting jurisdiction, and without surrendering any of her rights while reserving all such rights to report the results of the instant "JUDICIAL QUEST FOR THE TRUTH" as follows:

Pursuant to the "Ancient" "Common Law Writ", powers, authority and enforcement rights of "The Doctrine of Equitable Estoppel (e.g. Fraud on the court, and Lache) provisioned thru S.C. Code 15-75-60 (sham legal process) as provisioned thru the S.C. Law of Void judgment as provisioned thru S.C. Civ. P. Rule 60 [b] (e.g. improper conduct by a party to the action: fraud on the court: absence of jurisdiction: admissions statement requirement violation, res judicata), the Appellant pro se, Ellen R. Springer (hereinafter "The Victim") moves this court to: (1) "judicially" reject motion to dismiss the instant appeal filed by Respondent-CitiMortgage, Inc. (hereinafter "The Wrongdoer"); and (2) to thereafter enter "emergency" "executive" order and judgment of this court that validate the instant civil foreclosure action matter of appeal as "void" on its face and in fact, without effect, enforcement, efficacy or respect in any court under color of the law, Res judicata, based upon the grounds that: (a) "sham legal process": violation of the Admissions statement requirement (41 USC 604: Fraudulent Claim) and (b) judgments rendered in a "Discriminatory" manner that deprives the pro se litigant equal

protection of law in a "Lawyer-dominated" hearing court were void judgments, from its inception, that rendered all that followed a "sham legal process" (S.C. Code [15-75-60]; and see S.C. Law of Void Judgment), Res judicata. The grounds for the "emergency" relief sought are as follows:

On October 6th, 2012, "The Victim" informed this Court that the "Infamous" transcripts were purchased on July 16th, 2012, in accordance with General Rule 207 [a] [1] (see exhibit-A). For this reason, the relief sought by "The Wrongdoer" is unavailable under color of law known to the State of South Carolina. Because the records of the Clerk of the S.C. Court of Appeals clearly represent these matters, it is fair to say that "The Wrongdoer's" pleadings violate the "Truthfulness" requirement of the admissions statement (Fed. Civ. P. Rule 1 ["...pleadings must be construed to do substantial justice..."] [applicable to all state law]). Therefore, based upon this point alone, this court must reject "wrongdoer's" motion to dismiss as a matter of Constitutional Law. Moreover, because "The wrongdoer" demonstrates "Inequitable" conduct that misrepresented this claim, this court is required to sanction "The Wrongdoer" for review of each part of the "formal" allegations found to be untrue traceable to their "Inequitable" conduct (41 USC 604: Fraudulent Claims).

REINSTATEMENT OF EMERGENCY MOTION TO VACATE VOID JUDGMENT

ARGUMENT

BECAUSE THE LOWER COURT ERR IN FAILING TO FIND THAT JUDGMENT RENDERED IN EXCESS OF THE PROCEDURAL PROHIBITIONS OF THE DOCTRINE OF EQUITABLE ESTOPPEL IS FRAUD ON THE COURT, THE JUDGMENTS RENDERED IN A "DISCRIMINATORY" MANNER THAT DEPRIVED THE PRO SE LITIGANT EQUAL PROTECTION OF LAW IN A "LAWYER-DOMINATED" HEARING COURT WERE VOID JUDGMENTS, FROM ITS INCEPTION, THAT WAS REVERSIBLE ERR OF THE LOWER COURT OF A CONSTITUTIONAL MAGNITUDE THAT WAS ABUSE OF DISCRETION UNSUPPORTED BY THE FACTS CONTROLLED BY S.C. LAW OF VOID JUDGMENTS, RES JUDICATA.

Pursuant to "The Doctrine of Fraud on the Court": the luring of a victim into the foreclosure arena courts of jurisdiction upon misrepresentation of injury where thereafter the "changing of sides occurs" and "the procedures of the court are interposed to the "Procedural" detriment of "The Victim" who relied upon the formerly-asserted representation of material

facts of injury, instead of a defending the former-assert representation of material facts of injury, simply to win the client's case is "Fraud on the court" which is a "Purely" "Private" "Act" not under color of law and that is without immunities from recovery for damages to the "clean" hands of the "Victim" who did nothing wrong and is injured in the proceedings while, on the other hand, the "Unclean" hands of "The Wrongdoer" is "unjustly" enriched and allowed to go free and rewarded for their unjust deeds, Res judicata: **AND**

Pursuant to the statutory authority and power of "The Doctrine of Equitable Estoppel": the selling and buying of sides to the Courts of jurisdiction traceable to a "changing of sides" and a legal jockeying "For the most favorable side from which to defend an action to win the client's case", that poses on the integrity of the judicial "Quest for the truth" and that therefore renders the results of the "Judicial" proceeding "unreliable" as a matter of constitutional Law, is "statutory" "Fraud on the Court" that is a "Purely" "Private" "Act" not found under color of the law that is "Inequitable" conduct that is "Procedurally Barred" as a matter of (1) Constitutional Law; (2) Statutory Law; (3) Administrative Law; (4) Procedural Law; (5) The Fair Debt Collections Act; and (6) The Civil Rights Acts, inter alia, Res judicata.

Turning to the instant case: the facts of this case are "Pre-determined" by the annexed hearing record connected the "comparative" "analysis" hearing and review of "The Victim's" "emergency" motion to vacate "final 'void' order of default summary judgment, which "in fact" was a "Proceeding of Special Pleadings" provisioned thru S.C. Civ. P. Rule 60 [b] (e.g. admissions statement violations: improper conduct by a party to the action: absence of jurisdiction: fraud on the court, absence of a real injured party to the action, inter alia [see exhibit-B]) as follows:

On July 9th, 2012 "The Victim" appeared before the lower court and "successfully" defended her (The victim's) representation of material fact that, "the representation of material facts of injury formerly-asserted by "Wrongdoer" herein that commenced the instant Civil Foreclosure action matter was "In fact" "a misrepresentation of injury" (Exhibit-C). This was based upon the prima facie evidence that rebutted the same with "vigor". Therefore: on July 9th, 2012, "The Victim" herein "in fact" upheld her side of the bargain", Res judicata.

On July 9th, 2012, "The Wrongdoer's" predecessor attorney agent of choice, Mr. William S. Koehler, alleged esquire, demonstrated a "Purely" "Private" "Act" that exceeded the "Statutory" prohibitions of the Doctrine of fraud on the court with improper conduct that "changed sides" from the formerly-asserted representation of material fact of injury relied upon to the procedural detriment of "The Victim" herein, with intent to injure "The Victim" herein, simply to win the client's case and prohibit "The Wrongdoers" from being brought to justice to be held accountable for the Profound damages sustained by "The Victim" herein: this was "Fraud on the Court", Res judicata.

Based upon the hearing record: the judgments rendered by the lower court that were "INHERENTLY" "tainted" by the "Legally Inadmissible evidence" proffered by "Wrongdoer's" predecessor attorney agent were, there from, a "complete" "Procedural" "Nullity" that appears record that is void on its fact and in fact, without effect, enforcement, efficacy, or respect in any court under the color of law, Res judicata. Thomas & Howard Co. v. T.W. Graham and Co., 318 S.C. 286, 291, 457 S.E. 2d 340, 343 (1995). The judgments complained of on the instant matter of "void" appeal and review are "in fact" not voidable, but simply void.

PLEASE TAKE JUDICIAL NOTICE that the void judgments of these courts of the State of South Carolina "Form no bar to a recovery sought, even prior to a reversal in opposition to them." The constitute no justification: and **"ALL PERSONS CONCERNED IN EXECUTING SUCH JUDGMENTS ARE CONSIDERED, IN LAW, AS TRESPASSERS"**. Elliot v. Piersol. 1 Pet. 328, 340, 26 U.S. 328, 340 (1828); S.C. Law of Void Judgment, Res judicata.

Moreover: (1) the judgments entered by the lower court that imposed injurious appeal bond of \$28,500.00's [that allowed the vandalism of "The Victim's" fully furnished home, contrary to misrepresentation that the property was "abandoned" (see exhibit-D)]; and (2) the judgment entered by the lower court that denied a justifiable defense of Equitable Estoppel and that, thereafter, extinguished "The Victim's" protected state and federal constitutional right to petition the court with "equitable" motions for relief (see exhibit-E) clearly exceeded jurisdiction of the lower court because, from its inception, the Hon. Tzerman, J. who reviewed a Civil Complaint that complained about his own actions and judgments (interested party to the outcome [see exhibit-F]), Presided over the comparative analysis hearing and review from the "wrong side of the fraction" (fracture), that rendered the entire proceeding a "sham legal process" within the meaning of S.C. Code 15-75-60, General Rule 8 and 36; and L.R. Civ.

Rule 38.1; and the S.C. Law of Void Judgment [no judgment rendered upon affirmation of attorney for the client is final: IT IS SIMPLY VOID!!!], Res judicata.

Therefore: based upon the entire aforementioned, and upon the annexed transcription of hearing traceable to the "comparative" "analysis" hearing and review over "The Victim's" Rule 60 [b] "emergency" motion which, although undisclosed, provisioned a "Proceeding of Special Pleadings" [civil complaint of improper conduct: fraud on the court: invisible to the natural naked all seeing eye of the court: admissions statement requirement violation of the "truthfulness" clause, inter alia]; this case is **won on the merits of the "unsanitary" conduct** complained of which were "Purely" "Private" Acts not under the color of law and therefore not protected by immunities from a recovery of damages sustained by "The Victim" herein, Res judicata. The judgments of the lower court was simply a matter of "it just wasn't right", to strike down a "Female" Senior Citizen in a "Discriminatory" manner that denied the "Pro se" litigant equal protection of law in a "Lawyer-dominated" hearing court: this was injustice, Res judicata.

Accordingly, "The Inventor's" complaint of "Statutory Fraud on the Court" (as defined by the "Doctrine of Fraud on the Court"), "fraud on the Court-invisible to the Natural Naked All seeing Eye of this Court and the Public's unknowing natural eye" {adverse judgments rendered based upon ill will hidden within the mind of the culprits that is unsupported by the hearing record because the stenographer could not transcribe what the culprits were thinking: the deal must have been prearranged}, from its inception (see exhibit-G); "embraced that species of fraud which "in fact" defiled the court itself, and was fraud perpetuated by Officers of the "Lower Court" [JUDGES ARE OFFICERS OF THE COURT] so that, on July 9th, 2012, the judicial machinery could not perform in its usual manner its impartial task of adjudicating the instant cases brought for adjudication. "Kenner v. C.I.R., 387 F. 3d 689 [1968]"; 7 Moore's Federal Practice, 2d Ed., p. 512, 60.23. Accordingly, the 7th Circuit stated that "a decision produced by fraud upon the court is not in essence a decision at all, and never becomes final. "THE JUDGMENT IS VOID".

In summation form: This "Inventor" argues that, based upon the hearing record, the judgments of the lower court that was inherently tainted by the "inadmissible" evidence proffered by respondent's attorney is therefore a complete nullity and is without legal effect." *Thomas & Howard Co. v. T. W. Graham and Co.*, 318 S.C. 286, 291, 457 S.E.2d 340, 343 (1995). The judgments complained of on the instant appeal and review are not voidable, but simply

void; and, *"More importantly", "Form no bar to a recovery sought, even prior to a reversal in opposition to them."* They constitute no justification; and "All persons concerned" in executing such judgments or sentences, **iii** considered, in law, as "Trespassers". Elliot v. Piersol. 1 Pet.M328, 340, 26 U.S. 328, 340 (1828). This principle is "Echoed" by the S.C. Law of Void judgment, Res judicata.

CONCLUSION AND PRAYER FOR RELIEF

WHEREFORE: based upon the entire aforementioned, Appellant's Pro se PRAYER FOR RELIEF is that; this Hon. Justices of this S.c. Court of Appeals being wholly without jurisdiction of the "Person" or the "Subject matter" upon appeal hereof as reflected by the judicial roll record is respectfully requested to enter order that grants relief that vacate void judgment and thereafter to notice the unclean hands of Respondent and or it's counsel of the void judgment, Res judicata, and order (1) that the deed held by the unclean hands of Respondent is a nullity, void, without effect or force on its face and, in fact; and order (2) that said deed to the property known to this court as 18 Arlington Drive, Lugoff, S.C., be thereafter "Reseeded" back to the clean hands of Movant, Pro se; and order (3) that all funds taken by the unclean hands of Respondent to be forthwith returned along with sanctions (41 USC 604), out of pocket expenses, bank fees and attorney fees to be paid to the Movant for violations of disciplinary rules of conduct, rules of procedure, violations of the Uniform Commercial Code and the Fair Debt Collections Practices Act and United States and South Carolina State Constitutional protections and for such other and further relief as to this Hon. Court of Appeals may seem just, proper and equitable for "Good cause shown" and in the best served interest of the Public Consumer with interest to the outcome of the instant matter of Public concern.

Dated: December 10th, 2012.

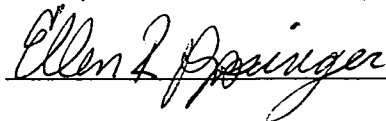
THE ENTIRE AFOREMENTIONED IS STATED UPON THE PENALTIES AND PAINS OF PERJURY UNDER THE UNITED STATES OF AMERICA, RES JUDICATA.

THIS CONCLUDES THE INSTANT QUEST FOR THE TRUTH: THIS INVENTOR HAS UPHELD HER SIDE OF THE BARGAIN WITH SHOWING OF FRAUD ON THE COURT INVISIBLE TO THE NATURAL NAKED ALL SEEING EYE OF THE COURT TRACEABLE TO THE ILL WILL INTENT THAT DWELLED WITHIN THE MINDS OF THE INCONSISTENT POSITIONS OF THE PLAYERS TO THE FORECLOSURE ARENA COURTS OF JURISDICTIONS ON JULY 9TH, 2012.

IN THE INTERIM: THE LOWER COURT FAILED TO ENSURE DUE PROCESS. THIS COURT'S JUDGMENTS THAT DENIED "EMERGENCY" PRO SE MOTIONS FOR EQUITABLE RELIEF THEREFORE ALLOWED "THE VICTIM'S" PROPERTY TO BE VANDALIZED (SEE EXHIBIT-H). SHOULD THIS COURT CONTINUE TO DENY THE PRO SE LITIGANT EQUAL PROTECTION OF THE LAW IN THIS "LAWYER-DOMINATED" HEARING COURT; THEREFROM PLEASE BE ADVISED THAT THIS MATTER IS THEN VALIDATED AS FROZEN BY THE ANNEXED EXHIBIT THAT ESTABLISHES BANKRUPTCY PROTECTION THAT WOULD SUPERSEDE ANY ADVERSE DETERMINATION OF THIS COURT ENTERED IN JUDGMENT WHILE IN WANT OF "IN PERSONA" AND "SUBJECT MATTER" JURISDICTION, RES JUDICATA [any judgment rendered upon the affirmation of the attorney, without "testimony" of a "competent" "fact" witness appearing before the court, is never final: IT IS SIMPLY VOID, Res judicata (S.C. Law of Void Judgment) (SEE EXHIBIT-I).

"The Victim" appears in this proceeding of special pleadings without granting jurisdiction and without surrender of any rights while reserving all rights to report the conclusions of the instant Quest for the truth to "Uphold" her "Side" of the "Bargain", Res judicata.

Respectfully submitted, and complained of in a Civil and Equitable Way.

A handwritten signature in cursive script, reading "Ellen L. Springer", is written over a horizontal line.

Appellant, Pro se: The Victim and Real Damaged Party to the Action, Res Judicata.

EXHIBIT-A

Ellen R. Springer, Appellant, Pro Se
147-21 109th Avenue
Jamaica, New York 11435
(716) 205-7867
(803) 438-9600 (Fax)

COURT OF APPEAL

STATE OF SOUTH CAROLINA

CitiMortgage, Inc.,

Respondent,

-against-

Ellen R. Springer,

Appellant, Pro se.

Case No.2011-CP-28-0981

AFFIRMATION OF NOTICE OF POSSESSION
OF THE SEALED TRANSCRIPTION OF THE
RECORD OF HEARING CONNECTED TO
APPEAL FROM DENIAL OF EQUITABLE
ESTOPPEL RELIEF AND RECONSIDERATION
FROM ORDER THAT DENIED SHOW CAUSE
RELIEF [S.C. CIV. P. RULE 59 (e)].

STATE OF NEW YORK)

: SS

COUNTY OF QUEENS)

I, Ellen R. Springer, affirm the following under penalty of perjury:

1. I, Ellen R. Springer, am the Appellant, Pro se appearing in the above caption matter of appeal. At all times relevant to the instant action appellant resides at 18 Arlington Drive, Lugoff, S.C. while simultaneously holding residency at 147-21 109th Avenue, Jamaica, New York, County of Queens, State of New York where she (Appellant, Pro se) conducts business for living.
2. On July 9th, 2012, representative of the "Creel Court Reporting, Inc." did appear before the Kershaw County Court of Common Pleas and did transcribe a true and accurate record of the hearing held in nexus to denial of emergency show cause relief entered July 9th, 2012 (see exhibit-A), that preceded denial of equitable

estoppel relief, inter alia, (see exhibit-B) brought herein for review upon appeal.

3. On July 9th, 2012 Appellant demonstrated equitable conduct, that submitted an order for "transcription of the record of hearing", immediately following conclusion of said hearing.
4. On July 16th, 2012, Appellant received "Sealed copy" of said transcription of hearing along with further copies for use without a tampering of the "Seal" of authenticity (see exhibit-C).
5. As such, Appellant, Pro se, yields to this Hon. Court of Appeals for directives that allow for a surrender of said possession of said seal document to the possession of this S.C. Court of Appeals.
6. Accordingly, Appellant, Pro se, HEREBY, serves due notice of said possession upon all parties in interest to the outcome of appeal brought in the above captioned civil foreclosure in keeping with S.C. Civ. P. Rules that apply.

WHEREFORE, based upon the aforementioned, Appellant provides this Court of Appeals and all parties in interest to appeal filed herein with timely notice of "Possession of the 'sealed transcription of the record of hearing'" that is of interest to a prudent review of the matters brought for appeal in the above captioned civil action matter of appeal.

DATED: October 1st, 2012

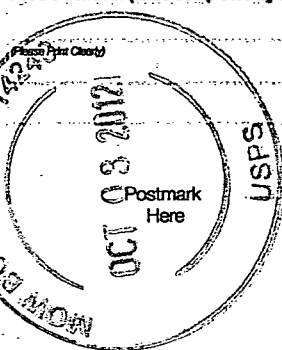
APPELLANT AFFIRMS THE ENTIRE AFOREMENTIONED UPON PENALTY OF PERJURY.


Mrs: Ellen R. Springer Appellant, Pro se.

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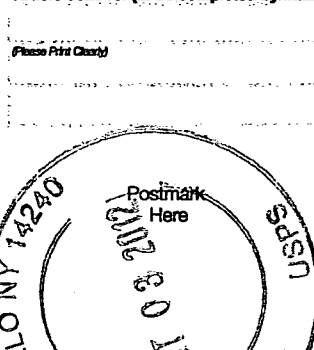
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Buffalo, New York 14206

RE: CitiMortgage, Inc. vs. Ellen Springer 0.00
C/A No. 11-CP-28-0981

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Date: July 9, 2012



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Page 1

1 STATE OF SOUTH CAROLINA) COURT OF COMMON PLEAS
 2 COUNTY OF KERSHAW) C/A No. 11-CP-28-0981
 3 CitiMortgage, Inc.,)
 4 Plaintiff,)
 5 v.)
 6 Ellen Springer,)
 7 Defendant.)

MOTION HEARING

Monday, July 9, 2012
 10:30 a.m. - 10:55 a.m.

The hearing before the Honorable Jeffrey M. Tzerman, Master-in-Equity for Kershaw County, was taken at 304 Hampton Park, Camden, South Carolina on the 9th day of July, 2012 before Cassandra E. Vance, Court Reporter and Notary Public in and for the State of South Carolina.

Page 3

1 THE MASTER-IN-EQUITY: Raise your right hand. Do
 2 you swear, promise or affirm that the testimony
 3 you're about to give, if you give any, is the
 4 truth?
 5 MS. SPRINGER: It's the truth.
 6 THE MASTER-IN-EQUITY: Okay. You can put your hand
 7 down.
 8 (Off the Record)
 9 THE MASTER-IN-EQUITY: All right. We're here today
 10 in the matter of CitiMortgage versus Ellen
 11 Springer, Docket Number 011-CP-28-981. We're
 12 here today pursuant to Ms. Springer's Motion to
 13 Set Aside the Judgment, a Rule 60 motion.
 14 Ms. Springer is here today. She is
 15 representing herself. Also present is her son,
 16 Walter Springer, and Miesha ...
 17 MR. SPRINGER: Massey.
 18 THE MASTER-IN-EQUITY: Massey. I think that's your
 19 niece.
 20 MS. SPRINGER: Yes.
 21 THE MASTER-IN-EQUITY: Okay. The bank is here
 22 represented by their attorney, Rogers, Townsend
 23 & Thomas, Mr. William Koehler appearing.
 24 Okay. Now, Ms. Springer, I want you to tell me
 25 in your own words as best you can what your

Page 2

1 APPEARANCES:
 2 William S. Koehler, Esquire
 Ashley Wheeling-Goodson, Law Clerk
 3 ROGERS, TOWNSEND & THOMAS, P.C.
 Synergy Business Park
 4 220 Executive Center Drive, Suite 109
 5 Columbia, South Carolina 29210
 6 Attorney for the Plaintiff
 7
 8 Also Present:
 9 Ellen R. Springer, Pro Se
 10 Miesha Massey
 11 Walter Springer, 212 Watson Street, Buffalo, NY 14206
 12
 13

INDEX

16 MR. SPRINGER: PAGE:
 17
 18 MS. SPRINGER DIRECT EXAMINATION 8
 19 Certificate 30
 20
 21

EXHIBITS

24 (There were no exhibits marked during the hearing.)
 25

Page 4

1 motion is about and why you think it's valid.
 2 MR. SPRINGER: (Speaking to Ms. Springer.)
 3 THE MASTER-IN-EQUITY: You might just start from the
 4 beginning.
 5 MR. SPRINGER: That is the beginning.
 6 THE MASTER-IN-EQUITY: Okay. Start from the
 7 beginning and just tell me what --
 8 MS. SPRINGER: From the beginning they --
 9 THE MASTER-IN-EQUITY: Give me your story.
 10 MS. SPRINGER: -- were saying that there was a
 11 missed placement once --
 12 MR. SPRINGER: They claimed there was a missed
 13 payment.
 14 MS. SPRINGER: They claimed there was a missed
 15 payment.
 16 THE MASTER-IN-EQUITY: Okay.
 17 MS. SPRINGER: Okay? And --
 18 MR. SPRINGER: February of 2009 when they notified
 19 you.
 20 MS. SPRINGER: Notify me. So then I went to the
 21 bank and they was able to pull up that.
 22 MR. SPRINGER: Then they said the missed payment was
 23 for November of 2008 and that's the payment
 24 that you verified.
 25 MS. SPRINGER: The payment that I verified. The

1 (Pages 1 to 4)

Page 5

1 payment they said I didn't make I was able to
 2 verify that payment, the statement from the
 3 bank.
 4 THE MASTER-IN-EQUITY: Okay.
 5 MR. SPRINGER: And they told you after you verified
 6 that payment, then they went back to August
 7 of --
 8 MS. SPRINGER: Then they -- after that, they went
 9 back to August to another payment that they
 10 said that I missed.
 11 THE MASTER-IN-EQUITY: Okay.
 12 MS. SPRINGER: Uh-huh (affirmatively responds). And
 13 at some point, I think it was where I signed an
 14 agreement?
 15 MR. SPRINGER: Right, because you couldn't get
 16 (inaudible).
 17 MS. SPRINGER: That one particular payment that they
 18 asked for, they weren't able to pull it up and
 19 me going through my receipts from all the years
 20 or whatever, then I went to a forbearance
 21 agreement.
 22 THE MASTER-IN-EQUITY: Okay.
 23 MR. SPRINGER: Completed the forbearance agreement.
 24 The forbearance agreement (inaudible) for fees.
 25 MS. SPRINGER: The forbearance payment was for

Page 6

1 the --
 2 THE MASTER-IN-EQUITY: Keep going.
 3 MS. SPRINGER: -- missed payment and the agreement.
 4 MR. SPRINGER: It was to make up for the missed
 5 payment (inaudible).
 6 THE MASTER-IN-EQUITY: All right.
 7 MS. SPRINGER: To make up for the alleged missed
 8 payment.
 9 MR. SPRINGER: You told them that (inaudible).
 10 MS. SPRINGER: Then after they execute the
 11 agreement, then they said that it was \$4,000
 12 that I owed the attorney.
 13 MR. SPRINGER: Attorney fees (inaudible) --
 14 MS. SPRINGER: Attorney's fees.
 15 MR. SPRINGER: -- based on the one missed payment.
 16 MS. SPRINGER: Based on the one missed payment, they
 17 said that I owed the attorney \$4,000.
 18 THE MASTER-IN-EQUITY: Now, all of this happened
 19 back in 2008 and 2009?
 20 MR. SPRINGER: In 2009 -- 2009 through 2011.
 21 MS. SPRINGER: 2009 to 2011.
 22 THE MASTER-IN-EQUITY: Okay.
 23 MR. SPRINGER: Two forbearance agreements.
 24 THE MASTER-IN-EQUITY: So you had two forbearance
 25 agreements.

Page 7

1 MR. SPRINGER: Yes, sir. They executed the first
 2 one and then for March and April of 2010 and
 3 gave you a second agreement to absorb the
 4 attorney's fees. They said that you're
 5 currently -- the missed payment, but now
 6 they're still claiming it was attorney fees and
 7 that's why they gave you the second agreement.
 8 (Cell phone interruption.)
 9 MS. SPRINGER: They gave me the second agreement
 10 because they said there was -- that was the
 11 attorney fee.
 12 THE MASTER-IN-EQUITY: All right. I tell you what
 13 I'm going to do. I'll tell you what I'm going
 14 to do. Mr. Springer, raise your right hand.
 15 MS. SPRINGER: (Complies.)
 16 THE MASTER-IN-EQUITY: Mr. Springer.
 17 MR. SPRINGER: Yes, sir.
 18 THE MASTER-IN-EQUITY: Is that yours?
 19 MR. SPRINGER: I turned it off.
 20 THE MASTER-IN-EQUITY: Turn it off.
 21 MR. SPRINGER: Turned it off.
 22 THE MASTER-IN-EQUITY: Good for you.
 23 All right. Do you swear or affirm the
 24 testimony you're about to give is the truth?
 25 MR. SPRINGER: Yes, sir.

Page 8

1 THE MASTER-IN-EQUITY: All right. Ask him to tell
 2 me what happened.
 3 MS. SPRINGER: Speak to him.
 4 THE MASTER-IN-EQUITY: Ask him to tell the Judge
 5 what happened.
 6 MR. SPRINGER: "Son, tell the Judge what happened."
 7 WALTER SPRINGER, having been duly sworn, testifies
 8 and examines as follows:
 9 MR. SPRINGER - DIRECT EXAMINATION BY MS. SPRINGER:
 10 Q: Son, would you speak on my behalf or behalf?
 11 A: Yes, ma'am.
 12 MR. KOEHLER: Objection.
 13 THE MASTER-IN-EQUITY: I'll take it under advisement.
 14 Go ahead.
 15 MR. SPRINGER: Okay. In 2009, February of 2009,
 16 Ms. Springer, who is my mom, she received
 17 notification from the bank, I believe
 18 CitiMortgage, Incorporated.
 19 THE MASTER-IN-EQUITY: Did you help her fill out the
 20 paperwork?
 21 MR. SPRINGER: Yes, sir.
 22 THE MASTER-IN-EQUITY: All right. Continue.
 23 MR. SPRINGER: Yes, sir.
 24 She was notified that she had missed a payment
 25 of -- for November 2008 and that because of the

2 (Pages 5 to 8)

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1 one missed payment, in spite of all other
 2 payments being received, that those payments
 3 were deficient and that she was in default
 4 because of the one missed payment.
 5 THE MASTER-IN-EQUITY: Let me make sure I'm correct,
 6 now. This was a regular payment --
 7 MR. SPRINGER: Yes, sir.
 8 THE MASTER-IN-EQUITY: -- they said she missed and
 9 not a payment under a forbearance agreement.
 10 MR. SPRINGER: No, sir. No, sir.
 11 THE MASTER-IN-EQUITY: Okay. Continue on.
 12 MR. SPRINGER: This is from the beginning.
 13 THE MASTER-IN-EQUITY: I got you.
 14 MR. SPRINGER: Okay. The payment was approximately
 15 \$746 a month. We were only talking about one
 16 missed payment. As I said, they stated that
 17 the missed payment was November of 2008 and
 18 that all further payments that were received
 19 were deficient therecause (sic) unless Springer
 20 and -- and my myself, in turn, went to the
 21 bank, Bank HSBC. We retrieved copy of the --
 22 THE MASTER-IN-EQUITY: You went with her?
 23 MR. SPRINGER: Yes, I went with her.
 24 THE MASTER-IN-EQUITY: Okay.
 25 MR. SPRINGER: We received a copy of the canceled

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1 check showing November's payment. We presented
 2 it to Citibank -- she presented it to them.
 3 They told her that they acknowledged the
 4 receipt of that payment and told her that was
 5 it was a mistake and that the actual missed
 6 payment was August of 2008 at that point.
 7 August of 2008 we weren't able to receive
 8 the -- retrieve the copy of the canceled check.
 9 Reasons why because her niece, Mary Nixon, who
 10 actually lived in the house, paid the mortgage
 11 each month for her out of her checkbook --
 12 THE MASTER-IN-EQUITY: Okay.
 13 MR. SPRINGER: -- that she left with her.
 14 THE MASTER-IN-EQUITY: That's not an unusual setup.
 15 MR. SPRINGER: Exactly.
 16 THE MASTER-IN-EQUITY: Okay.
 17 MR. SPRINGER: So -- so, in turn, being that she
 18 wasn't able to get a copy of the cancelled
 19 check for November of 2008, she entered into a
 20 forbearance agreement with them to take care of
 21 that one payment.
 22 THE MASTER-IN-EQUITY: Uh-huh (affirmatively
 23 responds).
 24 MR. SPRINGER: We paid them \$1500 a month for a
 25 year, for a whole year.

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1 THE MASTER-IN-EQUITY: For one payment?
 2 MR. SPRINGER: For one payment, sir.
 3 THE MASTER-IN-EQUITY: Okay.
 4 MR. SPRINGER: For an entire year. At the end of
 5 that year's agreement, we were told that there
 6 was still outstanding -- outstanding attorney
 7 fees in connection with the missed payment.
 8 THE MASTER-IN-EQUITY: All right.
 9 MR. SPRINGER: Okay? At that particular point, we
 10 suspected foul play. Okay. We told them that
 11 we would accept another forbearance agreement
 12 to absorb the attorney fees, 4,000 dollars'
 13 worth of attorney fees. We executed the second
 14 forbearance agreement.
 15 THE MASTER-IN-EQUITY: You helped her fill out the
 16 paperwork?
 17 MR. SPRINGER: Yes, sir. Yes, sir.
 18 MS. SPRINGER: From day one.
 19 MR. SPRINGER: Yes, sir. And as of June 2011,
 20 that's when the forbearance agreement ended.
 21 Upon speaking to the representative, finance
 22 representative, they said that we had executed
 23 two agreements, no problem, but that there was
 24 still remaining balance of over \$4,000 in
 25 attorney fees. That troubled us because by

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1 then we had sent the bank over \$36,000. In two
 2 years' time, \$15,000 a month; that's \$36,000.
 3 THE MASTER-IN-EQUITY: Fifteen hundred a month.
 4 MR. SPRINGER: Fifteen hundred a month, I'm sorry.
 5 Thank you for the correction, Judge. That's
 6 approximately \$36,000 within two years' time.
 7 Within a year's time, she pays \$9,000 for the
 8 mortgage for the year. So that means that it's
 9 \$18,000 for two years; a remainder of \$18,000
 10 To complete the \$36,000 that the checks verify
 11 in the writ.
 12 At that particular point she stated -- we
 13 stated to them that we would seek counsel. We
 14 would retain counsel --
 15 THE MASTER-IN-EQUITY: Uh-huh (affirmatively
 16 responds).
 17 MR. SPRINGER: -- to review the matter because we
 18 knew that something was wrong. We hired an
 19 attorney called the Green Law Firm to review --
 20 to investigate the situation.
 21 THE MASTER-IN-EQUITY: Where are they located?
 22 MR. SPRINGER: They're located in West Hempstead,
 23 New York.
 24 THE MASTER-IN-EQUITY: All right.
 25 MR. SPRINGER: We didn't know one way or another

3 (Pages 9 to 12)

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1 whether they could practice here or not. We
 2 knew that we had a legal issue and we needed
 3 legal assistance.
 4 THE MASTER-IN-EQUITY: Uh-huh (affirmatively
 5 responds).
 6 MR. SPRINGER: The attorney told us that he can deal
 7 with the situation, he would seek modification,
 8 as well as seek the remedy as to what actually
 9 took place. And turns out that the attorney
 10 was a rogue attorney. He was recently indicted
 11 for fraud, fraudulent activities. His entire
 12 office is emptied out. It was a big two story,
 13 two-floor office. But in any event –
 14 THE MASTER-IN-EQUITY: When did that happen? When
 15 did you engage him?
 16 MR. SPRINGER: That was August of 2011 –
 17 THE MASTER-IN-EQUITY: All right.
 18 MR. SPRINGER: – that he was engaged. That was a
 19 month or two after we notified the bank –
 20 THE MASTER-IN-EQUITY: All right.
 21 MR. SPRINGER: – of our grievance.
 22 We didn't find out from this attorney until
 23 February 6 that there was nothing they could
 24 do, in spite of them having – their having sat
 25 on the case all the way through.

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1 We received all of the notices from the bank
 2 indicating that the foreclosure was taking
 3 place, et cetera. We received notification at
 4 the house, actual receipt of the petition. We
 5 gave everything to this attorney all the way
 6 through. We received late notice of the actual
 7 hearing. There was approximately three days
 8 after our receipt of notice of the hearing,
 9 which is why we were unable to actually make it
 10 at that time. We informed the attorney of the
 11 hearing.
 12 THE MASTER-IN-EQUITY: The guy in New York?
 13 MR. SPRINGER: Yes, sir, the Green Law Firm. Their
 14 underwriting, whose name was Navin (phonetic),
 15 okay, he told us that it's just an initial
 16 hearing (indicating). It's just an initial
 17 hearing. It's nothing that – damaging to
 18 Ellen Springer.
 19 To the contrary, it was totally damaging to
 20 Ellen Springer.
 21 THE MASTER-IN-EQUITY: It was probably the
 22 foreclosure hearing.
 23 MR. SPRINGER: Yes, sir.
 24 THE MASTER-IN-EQUITY: Okay.
 25 MR. SPRINGER: It was the foreclosure hearing.

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1 THE MASTER-IN-EQUITY: All rightey.
 2 MR. SPRINGER: Okay. And as it turns out, it was
 3 damaging to Ellen Springer. Upon his
 4 notification that there was nothing they can
 5 do, leaving us in this bad situation, myself
 6 contacted you. I spoke to you on the phone.
 7 You told me Rule 60 was the way if you thought
 8 something was wrong. That was actually me that
 9 spoke to you.
 10 I contacted the bank, notified them of the
 11 error and tried to stop the sale. This was
 12 just prior to the 5th, because I received
 13 notice of the sale the Thursday before the 5th.
 14 There was – let's see, the 5th was a Monday.
 15 THE MASTER-IN-EQUITY: Okay. Shortly before.
 16 MR. SPRINGER: Shortly before. So there wasn't time
 17 enough to really intervene. Okay. We received
 18 notice from the bank stating that they reviewed
 19 our request late. The sale already took place.
 20 There was nothing that they could do.
 21 From there, we sought to file a motion to seek
 22 assistance from the Court.
 23 THE MASTER-IN-EQUITY: Okay.
 24 MR. SPRINGER: And that's basically what happened.
 25 THE MASTER-IN-EQUITY: That's your chronology of

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1 events.
 2 MR. SPRINGER: Yes, sir.
 3 THE MASTER-IN-EQUITY: Let me just ask you a
 4 couple -- well, do you have any questions,
 5 Mr. Koehler?
 6 MR. KOEHLER: No, sir, not at this time.
 7 THE MASTER-IN-EQUITY: Okay. Ms. Springer, you're
 8 not disputing that you received the summons in
 9 the mail, I gather.
 10 MR. SPRINGER: No.
 11 THE MASTER-IN-EQUITY: Okay. And from what I'm
 12 hearing from the testimony from your son, you
 13 took that to the Green Law Firm, too.
 14 MR. SPRINGER: You have to answer.
 15 MS. SPRINGER: Yes.
 16 THE MASTER-IN-EQUITY: All right. Okay.
 17 Okay. All right. Any questions based upon the
 18 ones that I asked?
 19 MR. KOEHLER: No, sir.
 20 THE MASTER-IN-EQUITY: Okay. All right. Now I'm
 21 going to switch over now, just like I told you
 22 before we went on the record for your motion.
 23 Mr. Koehler, I'll be glad to hear from you now.
 24 MR. KOEHLER: Thank you, Your Honor. As the Court
 25 mentioned earlier, this is more or less a Rule

4 (Pages 13 to 16)

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1 60 motion.
 2 THE MASTER-IN-EQUITY: Seems like it to me.
 3 MR. KOEHLER: If we're going to treat it that way,
 4 that's fine. They essentially need to show
 5 excusable neglect and the meritorious defense.
 6 It seems like they've talked -- or the
 7 testimony has been generally aimed at those two
 8 things.
 9 As far as the meritorious defense, both in the
 10 motion and in the testimony the Court heard,
 11 the default has been admitted. The default on
 12 the -- there seems to be argument about how
 13 much of the default, but that's been admitted
 14 and that's already been decided. That's the
 15 only meritorious defense that I have heard or
 16 seen in the judgment -- or in the motion,
 17 excuse me.
 18 And they've also said that their excusable
 19 neglect or their neglect should be excusable,
 20 essentially, based on the advice they received
 21 from someone they retained up there.
 22 THE MASTER-IN-EQUITY: That's what I thought I
 23 heard --
 24 MR. KOEHLER: That's what I thought I heard.
 25 THE MASTER-IN-EQUITY: -- is that Ms. Springer

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1 relied on the Green Law Firm --
 2 MR. KOEHLER: Yes, sir.
 3 THE MASTER-IN-EQUITY: -- for legal advice in
 4 placing this matter into their hands to take
 5 care of.
 6 MR. KOEHLER: Assuming, which would be an
 7 assumption, that the Green Law Firm did, in
 8 fact, not perform as they should have or as the
 9 Defendant contracted with them to, that's a
 10 claim against the Green Law Firm that can be
 11 settled outside of this. That's not a claim
 12 and there's been no allegation as a claim
 13 against the Plaintiff.
 14 There is case law in South Carolina that
 15 specifically talks to Rule 60(B) and an
 16 attorney's negligence. So even if we assume
 17 negligence, that's imputed to the litigant and
 18 it's not excusable neglect under Rule 60(B).
 19 The case that Ms. -- Mitchell Supply versus
 20 Gaffney. It's a 1988 Court of Appeals case,
 21 297 S.C. 160. "General rules and neglect of
 22 attorney is the neglect of client and no
 23 mistake, inadvertence or neglect attributable
 24 to an attorney can successfully be used as
 25 grounds for relief. The acts and omissions of

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1 the attorney in such cases are those of the
 2 client."
 3 That's a --
 4 THE MASTER-IN-EQUITY: So the Supreme Court has said
 5 if you leave it in the hands of an expert, you
 6 can't say they're careless and it's excusable
 7 because they're an expert.
 8 MR. KOEHLER: Yes, sir, the Court of Appeals.
 9 THE MASTER-IN-EQUITY: All right. Continue on,
 10 Mr. Koehler.
 11 MR. KOEHLER: Thank you, Your Honor.
 12 So we don't see meritorious defenses. We don't
 13 have excusable neglect. And this would cause
 14 tremendous prejudice to Plaintiff if we were to
 15 undue the sale, undue the judgment, and go back
 16 and relitigate this case which is a default
 17 case. There was a default both in the
 18 underlying loan and default by the Defendants
 19 in the case itself.
 20 THE MASTER-IN-EQUITY: Okay. Does that cover your
 21 position on behalf of the bank?
 22 MR. KOEHLER: Yes, sir, it does. It does.
 23 THE MASTER-IN-EQUITY: All right. Now,
 24 Ms. Springer, remember what I said. After the
 25 bank gives their position, I give you a chance

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1 to respond to the bank's position.
 2 MS. SPRINGER: Can my son speak on my behalf?
 3 THE MASTER-IN-EQUITY: Yes.
 4 MR. KOEHLER: Objection.
 5 THE MASTER-IN-EQUITY: Take it under advisement.
 6 MR. SPRINGER: Thank you, sir.
 7 First of all, I'd like to just clarify the
 8 facts. We're not admitting to a default
 9 pertaining to June 11th --
 10 THE MASTER-IN-EQUITY: I think he's talking more
 11 about the default of the summons that was
 12 served on you.
 13 MR. SPRINGER: That's for June 11th of -- June of
 14 2011. We're not admitting to that default.
 15 THE MASTER-IN-EQUITY: No, I think we're talking
 16 about the pleadings themselves. They were
 17 filed in November of 2011 and the summons
 18 provides that you had 30 days to respond in
 19 writing; otherwise, it would be deemed that
 20 everything in the complaint is admitted. I
 21 think that's the default we're talking about.
 22 The allegation in the complaint is that
 23 Ms. Springer defaulted on her loan, on her
 24 note. But continue on.
 25 MR. SPRINGER: Okay. That's what I wanted to

5 (Pages 17 to 20)

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1 clarify.
 2 THE MASTER-IN-EQUITY: Okay.
 3 MR. SPRINGER: But the Court seems to have a good
 4 grasp on that.
 5 THE MASTER-IN-EQUITY: Well, focus on that, though.
 6 MR. SPRINGER: Sure.
 7 THE MASTER-IN-EQUITY: Focus on what he presented to
 8 me and see if you can have any response to
 9 that, because that's what I need to hear.
 10 MR. SPRINGER: Okay. Well, what the attorney I
 11 believe is stating is that being that we hired
 12 the attorney, if the attorney sits on the case
 13 and doesn't perform as he's supposed to
 14 according to Strickland versus Washington,
 15 which states that the attorneys are --
 16 representation is supposed to be of an
 17 objectable (sic) standard. It's not supposed
 18 to fall below an objectable standard.
 19 In this situation, the attorney's
 20 representation fell below an objective standard
 21 and it damaged the Defendant in this situation.
 22 The Defendant is not a practicing attorney.
 23 She does not know the law. She gave everything
 24 to the attorney. You know, if there's a
 25 Supreme Court decision that says that what the

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1 attorney -- if the attorney is neglectful in
 2 representing the defendant that the defendant
 3 is the loser, we're unaware of that.
 4 THE MASTER-IN-EQUITY: Okay.
 5 MR. SPRINGER: We're totally unaware of that. We're
 6 just here -- simply here because we have done
 7 the right thing in trying to pay a loan and
 8 it's falling into a bad situation and we're
 9 trying to correct it.
 10 We've given them moneys, over \$36,000, which
 11 makes the loan paid off up until 2013, based on
 12 the \$746 payment per month. So there's no
 13 injury in that respect. → No injury established
 14 THE MASTER-IN-EQUITY: I understand that's what your
 15 claim is. I do understand that.
 16 MR. SPRINGER: Yes, sir.
 17 THE MASTER-IN-EQUITY: Okay. Anything else you want
 18 to tell me?
 19 MR. SPRINGER: Not at this moment, sir.
 20 THE MASTER-IN-EQUITY: Okay. Anything further on
 21 behalf of the bank, Mr. Koehler?
 22 MR. KOEHLER: Just the same thing that we mentioned
 23 before.
 24 THE MASTER-IN-EQUITY: You don't need to mention it
 25 again.

Page 23

1 MR. KOEHLER: Yes, sir. We stand on our argument. → Ban
 2 THE MASTER-IN-EQUITY: All right. Okay. Argu
 3 Mr. Koehler, I want you to draw me an order. Defect
 4 I'm going to deny the Defendant's motion on the via
 5 following reasons. Number one, I cannot abate
 6 determine whether there is an excusable defense
 7 based upon the testimony presented today. → o
 8 That doesn't prevent you from making a claim
 9 against the lawyer, if you want.
 10 Number two, based upon the case law -- please
 11 recite the case.
 12 MR. KOEHLER: Yes, sir.
 13 THE MASTER-IN-EQUITY: -- there is -- even assuming
 14 arguendo that the attorney that Ms. Springer
 15 placed this matter with was licensed to
 16 practice law in the State of South Carolina, he
 17 shirked his duties to her and I can't hold the
 18 bank responsible for that. And those neglects
 19 are imputed to her, to Ms. Springer, and they
 20 can't raise to the level of excusable neglect
 21 because neglect of an attorney to meet a
 22 deadline is always inexcusable, per se. It's
 23 the thing most lawyers dread: missing a
 24 deadline, missing the statute of limitations,
 25 failing to file a pleading when it's required

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1 in a timely manner.
 2 Lawyers operate under dread of failing to do
 3 that. And when they fail to do that, they have
 4 to suffer the consequences. And if it's on
 5 behalf of a client, the client suffers those
 6 consequences. → client suffers
 7 Also, a Rule 60 motion needs to be timely. And Not so
 8 the further out it gets from the default on the w/ strict
 9 summons, the more prejudicial it becomes and 102
 10 the higher the burden is placed upon the moving
 11 party to convince the Court that the nonmoving
 12 party will suffer no prejudice. → Non moving
 13 I regularly hear motions asking -- I heard one party
 14 in your -- with your firm not too long ago was on
 15 where the defendant did not file an answer in clear
 16 a timely fashion. hands
 17 Your firm on behalf of the bank filed an
 18 affidavit of default and request for an order
 19 of reference and they filed asking to let them
 20 file a late answer. And I let them file a late
 21 answer. There hadn't been a merits hearing
 22 yet.
 23 This matter has not only been a merits hearing,
 24 but there's been a sale and a deed signed. So
 25 the prejudice would be extreme under those

6 (Pages 21 to 24)

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1 circumstances and that's my ruling. I want you
2 to prepare me an order to that effect, forward
3 it to Ms. Springer at the same time that you
4 forward it to me.
5 MR. KOEHLER: One question.
6 THE MASTER-IN-EQUITY: Yes.
7 MR. KOEHLER: Would you prefer it by mail, email,
8 how ...
9 THE MASTER-IN-EQUITY: Mail. Regular mail is fine.
10 MR. KOEHLER: Can we ask her what address she'd like
11 it sent to?
12 THE MASTER-IN-EQUITY: The Jamaica address, 14721
13 109th Avenue?
14 MR. SPRINGER: Yes, sir. 147 --
15 THE MASTER-IN-EQUITY: Jamaica, New York?
16 MR. SPRINGER: 147 --
17 MR. KOEHLER: 147?
18 MR. SPRINGER: Yes -- dash 21, 109th Avenue,
19 Jamaica, New York.
20 THE MASTER-IN-EQUITY: Include in this order that
21 the Writ of Assistance shall remain in full
22 force. I'm going to give the Defendant a
23 little extra time to vacate the premises,
24 because the time's already passed on that.
25 Fifteen days from the date of the signature on

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1 the order. So as soon as you get it to me, it
2 will be 15 days from that date.
3 MR. KOEHLER: Yes, sir.
4 THE MASTER-IN-EQUITY: Okay.
5 MR. KOEHLER: I'll take care of it.
6 THE MASTER-IN-EQUITY: Thank you.
7 MR. KOEHLER: Thank you, Your Honor.
8 THE MASTER-IN-EQUITY: All right. We'll be
9 adjourned.
10 (Off the Record)
11 THE MASTER-IN-EQUITY: All right. I'm going to set
12 an appeal bond in case the Defendant wants to
13 appeal, because I don't want to get a writ of
14 supersedeas from the Supreme Court over this,
15 which has happened once before to me, so I'm
16 going to set a bond. I'm going to set an
17 appeal bond -- tell me what the amount of the
18 judgment was, Mr. Koehler. *Amount of Judge's*
19 MR. KOEHLER: That's what I was looking for, if *writ*
20 you'll give me just a second.
21 THE MASTER-IN-EQUITY: I've got -- I've got this
22 right here. Hold on. Let's see.
23 MR. KOEHLER: I've got it. I found it, Judge.
24 THE MASTER-IN-EQUITY: Uh-huh (affirmatively
25 responds). Should be in the order, too.

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1 MR. KOEHLER: And the order would have been \$57,800.
2 THE MASTER-IN-EQUITY: And the bank was the
3 successful bidder. I'm going to -- I'll make
4 an appeal bond of half of the judgment amount
5 to appeal --
6 MR. KOEHLER: Thank you, Your Honor.
7 THE MASTER-IN-EQUITY: -- by proper surety. Include
8 that in the order, in the event of an appeal.
9 MR. SPRINGER: Okay. Which figure is exactly what?
10 THE MASTER-IN-EQUITY: Well, it's 57 -- 27 from 57
11 would be --
12 MR. SPRINGER: Okay. I can divide it.
13 THE MASTER-IN-EQUITY: -- \$28,500 appeal bond. Post
14 that with the clerk of court if you're going to
15 appeal.
16 MR. SPRINGER: Yes, sir.
17 THE MASTER-IN-EQUITY: Okay. Otherwise an appeal
18 would not stop the proceedings.
19 MR. SPRINGER: Right. Exactly. I understand.
20 THE MASTER-IN-EQUITY: Without a bond it doesn't
21 stop it.
22 MR. SPRINGER: I understand.
23 THE MASTER-IN-EQUITY: Okay? And I'm going to go
24 ahead and hold off on the 30 days from the date
25 of the Writ of Assistance. I think that would

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1 be more appropriate.
2 MR. KOEHLER: Yes, sir. Thank you.
3 THE MASTER-IN-EQUITY: Thirty days to appeal.
4 MR. SPRINGER: I understand.
5 THE MASTER-IN-EQUITY: So if you get the appeal done
6 and you post a bond, then the writ will be
7 stopped while your appeal is pending.
8 MR. SPRINGER: Yes, sir.
9 THE MASTER-IN-EQUITY: Okay?
10 MR. SPRINGER: Yes, sir.
11 THE MASTER-IN-EQUITY: If not, when the appeal
12 period runs out, then the writ will be
13 enforced --
14 MR. SPRINGER: Understood.
15 THE MASTER-IN-EQUITY: -- and the sheriff will be
16 knocking on the door of whoever's in there.
17 MR. SPRINGER: Understood.
18 THE MASTER-IN-EQUITY: Okay?
19 MR. SPRINGER: Understood.
20 THE MASTER-IN-EQUITY: All right. We'll be
21 adjourned.
22 MR. SPRINGER: Okay. Maybe just for the record, I'd
23 just like to voice my objection to your
24 decision.
25 THE MASTER-IN-EQUITY: Well, you don't even have to.

7 (Pages 25 to 28)

Writas Supersedeas

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- 1 MR. SPRINGER: Just for the record.
- 2 THE MASTER-IN-EQUITY: It's understood that you're --
- 3 that Ms. Springer objects to my ruling and I
- 4 understand it.
- 5 MR. SPRINGER: Yes, sir.
- 6 THE MASTER-IN-EQUITY: And she just took it down.
- 7 MR. SPRINGER: Yes, sir. Thank you, sir. And thank
- 8 you for your time.
- 9 THE MASTER-IN-EQUITY: Yes, sir.
- 10 Best of luck to you, ma'am.
- 11 (The hearing concluded at 10:55 a.m.)

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EXHIBIT-B

STATE OF SOUTH CAROLINA
COUNTY OF KERSHAW

CitiMortgage, Inc.,

Plaintiff,

v.

Ellen R. Springer, Peggy S. Charles *et al* Peggy S. Roberts,

Defendant(s).

IN THE COURT OF COMMON PLEAS

DOCKET NO. 11-CP-28-0981

ORDER DENYING DEFENDANT'S MOTION
FOR AN EMERGENCY ORDER TO SHOW
CAUSE AND INJUNCTIVE RELIEF FROM
SALE

Deficiency Judgment Waived

CLERK OF COURT S.C.

2012 JUL 17 PM 3:53

(011654-05691)

This matter came before me on July 9, 2012 at 10:00 AM. for a hearing on Defendant's motion for an emergency order to show cause and injunctive relief from sale. All parties were notified of this hearing. Present on behalf of the Plaintiff was its attorney, William S. Koehler. The Defendant, Ellen R. Springer, appeared pro se. Also present was Walter Springer.

Based on the motion and accompanying affidavits submitted by the Defendant and the arguments of both parties, I find that the Defendant's motion should be denied for the following reasons:

First, this Court cannot determine that there was in fact excusable neglect based on the testimony presented.

Second, South Carolina case law, specifically, Mitchell Supply Co. v. Gaffney, 297 S.C. 160, 163-64, 375 S.E.2d 321, 323 (Cl. App. 1988), provides that "the neglect of the attorney is the neglect of the client..." The Defendant argued that her retained counsel from New York improperly told her that she would not be prejudiced by her failure to attend the February 1, 2012 foreclosure hearing; thus, necessitating a finding of excusable neglect. Assuming arguendo that the attorney retained by the Defendant was licensed in South Carolina and her attorney shirked his duties, this Court cannot hold the

H. Lin

James F. [Signature]
JAMES F. [Signature]

Plaintiff responsible. The neglect of an attorney to meet a deadline is negligence per se. Consequently, the neglect of the Defendant's attorney is imputed to the Defendant.

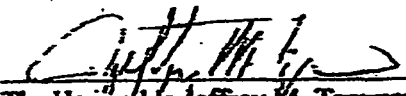
Third, a motion made pursuant to Rule 60, SCRPC must be timely. The longer the time since a party defaults on the summons, the more prejudicial the motion is to the non-moving party. Consequently, a greater burden is placed on the moving party. Given the date of service of the summons, I find that the prejudice to the Plaintiff would be extreme if the Defendant's motion were granted.

THEREFORE, IT IS SO ORDERED that the Motion of Defendant Ellen R. Springer is DENIED.

IT IS HEREBY ORDERED:

1. The Writ of Assistance shall remain in effect and the Defendant has thirty days from the date of this Order to vacate the subject property.
2. If the Defendant decides to appeal this Order, she must post an appeal bond in the amount of \$28,500.00 with the Clerk of County for Kershaw County.

AND IT IS SO ORDERED!


The Honorable Jeffrey M. Tzerman
Master in Equity for Kershaw County

Camden, South Carolina

Jul 16, 2012



ROGERS TOWNSEND
ATTORNEYS AT LAW

ROGERS TOWNSEND & THOMAS, PC
DEFAULT SERVICES DEPARTMENT

POST OFFICE BOX 100200 (29202)
220 EXECUTIVE CENTER DRIVE
COLUMBIA SOUTH CAROLINA 29210
P 803 744 4444 F 803 343 7013
WWW.RTT-LAW.COM

July 13, 2012

The Honorable Jeffrey M. Tzerman
Master in Equity for Kershaw County
P.O. Box 1317
Camden, SC 29020

Re: CitiMortgage, Inc. vs. Ellen Springer
Case No. 11-CP-28-0981; Kershaw County
Our File No. 011654-05691

For # 803

343-7013

Dear Sir:

Enclosed please find a proposed Order Denying Defendant's Motion for an Emergency Order to Show Cause and Injunctive Relief From Sale. If the proposed Order meets with your approval, please sign and, if convenient, please cause it to be filed with the Clerk of Court. I have enclosed a return envelope for a clocked copy. Thank you for your assistance.

Sincerely,

Kathryn Howell

Kathryn Howell
Paralegal to William S. Koehler

Enclosures

cc: Ellen R. Springer
14721 109Th Ave Fl 1
Jamaica, NY 11435

Peggy S. Charles f/k/a Peggy S. Roberts
14721 109Th Ave Fl 1
Jamaica, NY 11435

Agree that neglected

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EXHIBIT-C

STATE OF SOUTH CAROLINA

COUNTY OF KERSHAW

CitiMortgage, Inc.,

Plaintiff,

v.

Ellen R. Springer; Peggy S. Charles f/k/a Peggy S. Roberts;

Defendant(s).

(011654-05691)

IN THE COURT OF COMMON PLEAS

DOCKET NO.

2011-CP-28-781

COMPLAINT

(NON-JURY)

FORECLOSURE OF REAL ESTATE
MORTGAGE

Deficiency Judgment Waived

FILED FOR RECORD
CLERK OF COURT
KERSHAW COUNTY, S.C.

2011 NOV -1 PM 2:38

Plaintiff alleges:

GENERAL ALLEGATIONS

1. This is an action for the foreclosure of a mortgage upon certain real estate in Kershaw County, South Carolina.
2. Pursuant to S.C. Code Section 33-15-101, Plaintiff is a corporation or other legal entity doing business in the State of South Carolina.
3. Plaintiff has the legal right to enforce the negotiable instrument secured by the Mortgage and is the real party in interest as defined by Rule 17(a) of the South Carolina Rules of Civil Procedure.
4. The Plaintiff's servicing agent for the mortgage loan described in this foreclosure action is participating in the Home Affordable Modification Program ("HMP"), but the subject loan is not eligible for modification because the loan is a Federal Housing Administration loan which is not eligible for HMP as contemplated under the Administrative Order issued by the Supreme Court of South Carolina on May 22, 2009.
5. The premises covered and affected by the said mortgage and by the foreclosure thereof is described as follows:

All that certain piece, parcel or lot of land, with improvements thereon, lying, situate and being in the State of South Carolina, County of Kershaw, located near Lugoff in Arlington Subdivision, delineated as Lot A-1 on a plat recorded in Book 37 at Page 2457 and more recently shown on a plat recorded in Book

5 at Page 144. Said lot fronting on the east side of Arlington Drive for a distance of 120.96 feet and extending back therefrom in an easterly direction for a distance of 152.60 feet on its Northern boundary and a distance of 156.91 feet on its southern boundary, with its rear or eastern boundary measuring 88.19 feet and being bounded as follows: North by Lot No. A-2; East by property now or formerly of Bowers; South by property now or formerly of Campbell; and West by Arlington Drive, all as shown on the plat hereinafter referred to.

This being the identical property conveyed to Ellen R. Springer by deed of Wellen Ray Donald and Debra Ann Donald dated July 25, 1990 and recorded January 3, 1991 in Deed Book 5 at Page 142.

Property Address: 18 Arlington Dr
Lugoff, SC 29078

TMS# 296-10-0A-001-S78

6. Some lien on or interest in the real estate, the subject of this action, may be claimed by the Defendant(s) herein.

7. The Defendant(s) herein described as judgment creditors have by filing said judgments designated their attorney entering the judgment as their agent for service of process under the provisions of South Carolina Code Section 15-35-840.

8. Pursuant to the terms of the Mortgage and applicable state law, Plaintiff requests the Mortgage be foreclosed and that the property be sold at public auction in accordance with law, subject to any liens for taxes, special assessments of record against such property, and existing easements or restrictions of record.

9. The hereinafter named Defendant(s) may have some interest in or lien upon the premises covered by the Mortgage set forth below, or some part thereof, but that such interests or liens are junior and subsequent to the lien of the Plaintiff's Mortgage, or, if specified below, have been paid in full and either should be satisfied of record or the lien released from the subject real estate. Said liens or interests are of record in the Office of the RMC or Clerk of Court of the aforesaid county and are described as follows:

A. Peggy S. Charles f/k/a Peggy S. Roberts by virtue of any interest claimed in the subject property.

FOR A FIRST CAUSE OF ACTION
(Quiet Title Action)

10. The Plaintiff incorporates the allegations of Paragraphs 1-9 herein.

11. Heretofore, on or about January 3, 1991, Ellen R. Springer made, executed and delivered a certain Fixed Rate Note ("Note") in the principal sum of \$70,065.00, payable in monthly

installments.

12. In order to secure the payment of the Note according to the terms and conditions thereof, Ellen R. Springer made, executed and delivered unto Citizens and Southern Mortgage Corporation a certain real estate mortgage ("Mortgage") covering the previously described property.

13. The Mortgage was signed, witnessed and probated January 3, 1991; thereafter the Mortgage was recorded in the Office of the RMC/ROD for Kershaw County on January 3, 1991, in Mortgage Book 5 at Page 145. This Mortgage was assigned to C&S Real Estate Services, Inc. by assignment dated January 3, 1991 and recorded January 3, 1991 in Book 5 at Page 150; thereafter assigned to GMAC Mortgage Corporation by assignment dated March 3, 1998 and recorded July 20, 1998 in Book 656 at Page 80; thereafter assigned to ABN AMRO Group, Inc. by assignment dated June 6, 2001 and recorded June 25, 2001 in Book 1013 at Page 71. CitiMortgage, Inc. is successor by commercial merger with ABN AMRO Mortgage Group, Inc.

14. Thomas B. Fansler and Barbara R. Fansler conveyed the subject property to the defendants, William Woodrow Roberts a/k/a W.W. Roberts and Peggy S. Roberts as tenants in common with an indestructible right of survivorship by deed dated October 29, 1971 and recorded October 29, 1971 in Book HY at Page 2475; subsequently, Peggy S. Roberts executed a deed in favor of William Woodrow Roberts a/k/a W.W. Roberts dated November 9, 1979 and recorded on November 12, 1979 in Book IN at Page 1447 in the Office of the Register of Deeds for Kershaw County, purporting to convey her interest in the subject property.

15. The Supreme Court of the State of South Carolina, in *Smith v. Cutler*, 366 S.C. 546 (2005) [restating the rule of *Davis v. Davis*, 223 S.C. 182 (1953)], has held that tenancies in common with right of survivorship are "not subject to defeat by the unilateral act of one cotenant."

16. William Woodrow Roberts a/k/a W.W. Roberts did not join in the conveyance evidenced by the deed dated November 9, 1979 and recorded on November 12, 1979 in Book IN at Page 1447. Therefore, this conveyance was not the act of both cotenants, and does not sever the cross-remainder interests held by each respective cotenant. Peggy S. Roberts does not have the legal capacity, acting alone, to defeat the tenancy in common with right of survivorship. The joint action of all cotenants was required to terminate this estate. As a result, Peggy S. Roberts retains a remainder interest in the subject property which, if William Woodrow Roberts a/k/a W.W. Roberts should predecease her, will vest the entire fee simple estate in Peggy S. Roberts. This remainder interest could only have been defeated by William Woodrow Roberts a/k/a W.W. Roberts and Peggy S. Roberts acting together.

17. Plaintiff is informed and believes that William Woodrow Roberts a/k/a W.W. Roberts and Peggy S. Roberts intended to sever their tenancy in common and terminate their respective cross-remainder interests, and by so doing, vest fee simple title in William Woodrow Roberts a/k/a W.W.

Roberts. Plaintiff is informed and believes that this intent was frustrated when William Woodrow Roberts a/k/a W.W. Roberts inadvertently failed to execute the deed in Book IN at Page 1447.

18. Plaintiff is informed and believes that, had he understood that this was necessary to sever the tenancy in common and terminate the respective cross-remainder interests, William Woodrow Roberts a/k/a W.W. Roberts would have joined in executing the deed in Book IN at Page 1447, and thereby vest the fee simple estate in William Woodrow Roberts a/k/a W.W. Roberts.

19. William Woodrow Roberts a/k/a W.W. Roberts then conveyed all interest he had in the subject property to Wellen Donald and Debra Donald by deed dated January 7, 1987 and recorded January 9, 1987 in Book JA at Page 199.

20. Wellen Donald and Debra Donald then conveyed the subject property to defendant Ellen R. Springer by deed dated July 25, 1990 and recorded January 3, 1991 in Deed Book 5 at Page 142.

21. The subject property has not been further deeded.

22. Plaintiff is informed and believes that it is entitled to an order quieting ownership of the subject property in favor of Ellen R. Springer, and terminating any interest of Peggy S. Roberts as of November 12, 1979, the date of her original deed of conveyance.

23. Plaintiff has searched the public records of Kershaw County, and asserts that there are no other liens against the Mortgagor or the subject real estate through the filing date of the Lis Pendens except the above listed liens.

FOR A SECOND CAUSE OF ACTION
(Foreclosure of Mortgage)

24. The Plaintiff incorporates the allegations of Paragraphs 1-23 herein.

25. This cause of action is for the foreclosure of the Mortgage described above.

26. Heretofore, on or about January 3, 1991, Ellen R. Springer made, executed and delivered a certain Fixed Rate Note ("Note") in the principal sum of \$70,065.00, payable in monthly installments of principal and interest of \$614.88 commencing March 1, 1991.

27. In order to secure the payment of the Note according to the terms and conditions thereof, Ellen R. Springer made, executed and delivered unto Citizens and Southern Mortgage Corporation a certain real estate Mortgage covering the previously described property and any and all improvements to the property, including but not limited to a mobile/manufactured home:

28. The Mortgage was signed, witnessed and probated January 3, 1991; thereafter the Mortgage was recorded in the Office of the RMC/ROD for Kershaw County on January 3, 1991, in Mortgage Book 5 at Page 145. Subsequently, this Mortgage was assigned unto C & S Real Estate Services, Inc. by assignment dated January 3, 1991 and recorded January 3, 1991 in Book 5 at Page 150;

subsequently, this Mortgage was assigned unto GMAC Mortgage Corporation by assignment dated March 3, 1998 and recorded July 20, 1998 in Book 656 at Page 80; subsequently, this Mortgage was assigned unto ABN AMRO Mortgage Group, Inc; by assignment dated June 6, 2001 and recorded June 25, 2001 in Book 1013 at Page 71. CitiMortgage, Inc. is successor by commercial merger with ABN AMRO Mortgage Group, Inc.

29. The Mortgage evidences and secures the repayment of money advanced by Plaintiff or its predecessor in interest to, or on behalf of, the mortgagor(s) and constitutes a First Mortgage lien on the mortgaged premises.

30. Any notice required by the terms of the Note and Mortgage or by state or federal laws has been given to the applicable Defendant(s).

31. After all payments received by the Plaintiff have been credited to the subject loan, the loan is in default and due for July 1, 2011, and the conditions of the Note and Mortgage have been broken. Plaintiff elects to and does declare the entire balance of said indebtedness due and payable, and that there is due on the Note and Mortgage as of July 1, 2011, the principal sum of \$44,904.96, with interest from June 1, 2011, advances, late charges, and also for the costs and disbursements of this action, including attorney's fees.

32. Pursuant to the terms of the Mortgage, Plaintiff has employed counsel to prosecute this action and a reasonable value of services of counsel in this action is such sum as the Court may find appropriate.

33. Plaintiff may be forced to pay sums for taxes and insurance and costs for securing the property, which sums, according to the terms of the Mortgage, should be added to the amount of the debt.

34. Plaintiff's right to a personal or deficiency judgment pursuant to South Carolina Code Sections 29-3-650 and 29-3-660 is expressly waived.

WHEREFORE, having fully set forth its Complaint, Plaintiff prays that this Honorable Court inquire into the matters and set forth herein and:

(1) Grant an order quieting ownership of the subject property in favor of Ellen R. Springer, thus terminating any interest in the subject property held or retained by Peggy S. Roberts as of October 29, 1971, the date the original deed out to Ellen R. Springer.

(2) Direct the RMC/ROD to annotate the public records to reflect ownership of the Mortgage in the Plaintiff.

(3) Ascertain and determine the amount due upon the Note and Mortgage held by Plaintiff together with attorney's fees and costs of this action.

(4) Declare Plaintiff's Mortgage a First Mortgage lien and render judgment of foreclosure for the amount so found to be due and owing thereon, together with any ad valorem taxes or insurance premiums which may be due and have been advanced by the Plaintiff, with reasonable attorney's fees, and for the costs of this action.

(5) Order the reimbursement of all costs for inspecting and securing the property incurred by the Plaintiff as a result of the delinquency.

(6) Appoint a Receiver to collect the rents, issues, profits or designated sums from the mortgagor(s), and/or the grantee(s) of the mortgagor(s), and/or tenant(s) occupying or exercising control over the mortgaged premises and hold the same subject to the further order of this Court.

(7) Under the direction of this Court, sell the mortgaged premises, bar any equity of redemption, and apply the proceeds of sale as follows:

First, to the costs and expenses of the within action and sale;

Second, to the payment and discharge of the amount due on Plaintiff's Note and Mortgage, together with attorney's fees as aforesaid; and

Third, to the distribution of any surplus pursuant to Rule 71, SCRPC.

(8) Issue an order directing the Sheriff of Kershaw County, South Carolina, to place the successful purchaser at said foreclosure sale in possession of the property should the same become necessary.

(9) Order such other and further relief as may be just and proper.

Rogers Townsend & Thomas, PC
ATTORNEYS FOR PLAINTIFF

Samuel C. Waters (SC Bar #5958)
Reginald P. Corley (SC Bar #69453)
Ellie C. Floyd (SC Bar #68635)
Eve Moredock Stacey (SC Bar #5300)
Robert P. Davis (SC Bar #74030)
Vance L. Brabham, III (SC Bar #71250)
John P. Fetner (SC Bar #77460)
Andrew W. Montgomery (SC Bar #79893)
Benjamin J. Powell (SC Bar #77205)
220 Executive Center Drive
Columbia, SC 29210

Cheryl H. Fisher (SC Bar #15213)
Jennifer W. Rubin (SC Bar #16727)
Michael P. Morris (SC Bar #73560)
Mary R. Powers (SC Bar #16534)
William S. Koehler (SC Bar #74935)
Jaclynn B. Goings (SC Bar #77501)
Kelsey K. Lipscomb (SC Bar #77519)
Taryn M. Zanga (SC Bar #70357)

Post Office Box 100200 (29202)
(803) 744-4444

Columbia, South Carolina
October 26, 2011

STATE OF SOUTH CAROLINA
COUNTY OF KERSHAW

CitiMortgage, Inc.,

Plaintiff,

v.

Ellen R. Springer, Peggy S. Charles f/k/a Peggy S.
Roberts;

Defendant(s).

(011654-05691)

IN THE COURT OF COMMON PLEAS

DOCKET NO.

2011-CP-28-1781

COMPLAINT

(NON-JURY)

FORECLOSURE OF REAL ESTATE
MORTGAGE

Deficiency Judgment Waived

JOSEPH A. GORDON
CLERK OF COURT
KERSHAW COUNTY, S.C.

2011 NOV -1 PM 2:38

FILED FOR RECORD

Plaintiff alleges:

GENERAL ALLEGATIONS

1. This is an action for the foreclosure of a mortgage upon certain real estate in Kershaw County, South Carolina.
2. Pursuant to S.C. Code Section 33-15-101, Plaintiff is a corporation or other legal entity doing business in the State of South Carolina.
3. Plaintiff has the legal right to enforce the negotiable instrument secured by the Mortgage and is the real party in interest as defined by Rule 17(a) of the South Carolina Rules of Civil Procedure.
4. The Plaintiff's servicing agent for the mortgage loan described in this foreclosure action is participating in the Home Affordable Modification Program ("HMP"), but the subject loan is not eligible for modification because the loan is a Federal Housing Administration loan which is not eligible for HMP as contemplated under the Administrative Order issued by the Supreme Court of South Carolina on May 22, 2009.
5. The premises covered and affected by the said mortgage and by the foreclosure thereof is described as follows:

All that certain piece, parcel or lot of land, with improvements thereon, lying, situate and being in the State of South Carolina, County of Kershaw, located near Lugoff in Arlington Subdivision, delineated as Lot A-1 on a plat recorded in Book 37 at Page 2457 and more recently shown on a plat recorded in Book

5 at Page 144. Said lot fronting on the east side of Arlington Drive for a distance of 120.96 feet and extending back therefrom in an easterly direction for a distance of 152.60 feet on its Northern boundary and a distance of 156.91 feet on its southern boundary, with its rear or eastern boundary measuring 88.19 feet and being bounded as follows: North by Lot No. A-2; East by property now or formerly of Bowers; South by property now or formerly of Campbell; and West by Arlington Drive, all as shown on the plat hereinafter referred to.

This being the identical property conveyed to Ellen R. Springer by deed of Wellen Ray Donald and Debra Ann Donald dated July 25, 1990 and recorded January 3, 1991 in Deed Book 5 at Page 142.

Property Address: 18 Arlington Dr
Lugoff, SC 29078

TMS# 296-10-0A-001-S78

6. Some lien on or interest in the real estate, the subject of this action, may be claimed by the Defendant(s) herein.

7. The Defendant(s) herein described as judgment creditors have by filing said judgments designated their attorney entering the judgment as their agent for service of process under the provisions of South Carolina Code Section 15-35-840.

8. Pursuant to the terms of the Mortgage and applicable state law, Plaintiff requests the Mortgage be foreclosed and that the property be sold at public auction in accordance with law, subject to any liens for taxes, special assessments of record against such property, and existing easements or restrictions of record.

9. The hereinafter named Defendant(s) may have some interest in or lien upon the premises covered by the Mortgage set forth below, or some part thereof, but that such interests or liens are junior and subsequent to the lien of the Plaintiff's Mortgage, or, if specified below, have been paid in full and either should be satisfied of record or the lien released from the subject real estate. Said liens or interests are of record in the Office of the RMC or Clerk of Court of the aforesaid county and are described as follows:

A. Peggy S. Charles f/k/a Peggy S. Roberts by virtue of any interest claimed in the subject property.

FOR A FIRST CAUSE OF ACTION
(Quiet Title Action)

10. The Plaintiff incorporates the allegations of Paragraphs 1-9 herein.

11. Heretofore, on or about January 3, 1991, Ellen R. Springer made, executed and delivered a certain Fixed Rate Note ("Note") in the principal sum of \$70,065.00, payable in monthly

installments.

12. In order to secure the payment of the Note according to the terms and conditions thereof, Ellen R. Springer made, executed and delivered unto Citizens and Southern Mortgage Corporation a certain real estate mortgage ("Mortgage") covering the previously described property.

13. The Mortgage was signed, witnessed and probated January 3, 1991; thereafter the Mortgage was recorded in the Office of the RMC/ROD for Kershaw County on January 3, 1991, in Mortgage Book 5 at Page 145. This Mortgage was assigned to C&S Real Estate Services, Inc. by assignment dated January 3, 1991 and recorded January 3, 1991 in Book 5 at Page 150; thereafter assigned to GMAC Mortgage Corporation by assignment dated March 3, 1998 and recorded July 20, 1998 in Book 656 at Page 80; thereafter assigned to ABN AMRO Group, Inc. by assignment dated June 6, 2001 and recorded June 25, 2001 in Book 1013 at Page 71. CitiMortgage, Inc. is successor by commercial merger with ABN AMRO Mortgage Group, Inc.

14. Thomas B. Fansler and Barbara R. Fansler conveyed the subject property to the defendants, William Woodrow Roberts a/k/a W.W. Roberts and Peggy S. Roberts as tenants in common with an indestructible right of survivorship by deed dated October 29, 1971 and recorded October 29, 1971 in Book HY at Page 2475; subsequently, Peggy S. Roberts executed a deed in favor of William Woodrow Roberts a/k/a W.W. Roberts dated November 9, 1979 and recorded on November 12, 1979 in Book IN at Page 1447 in the Office of the Register of Deeds for Kershaw County, purporting to convey her interest in the subject property.

15. The Supreme Court of the State of South Carolina, in *Smith v. Cutler*, 366 S.C. 546 (2005) [restating the rule of *Davis v. Davis*, 223 S.C. 182 (1953)], has held that tenancies in common with right of survivorship are "not subject to defeat by the unilateral act of one cotenant."

16. William Woodrow Roberts a/k/a W.W. Roberts did not join in the conveyance evidenced by the deed dated November 9, 1979 and recorded on November 12, 1979 in Book IN at Page 1447. Therefore, this conveyance was not the act of both cotenants, and does not sever the cross-remainder interests held by each respective cotenant. Peggy S. Roberts does not have the legal capacity, acting alone, to defeat the tenancy in common with right of survivorship. The joint action of all cotenants was required to terminate this estate. As a result, Peggy S. Roberts retains a remainder interest in the subject property which, if William Woodrow Roberts a/k/a W.W. Roberts should predecease her, will vest the entire fee simple estate in Peggy S. Roberts. This remainder interest could only have been defeated by William Woodrow Roberts a/k/a W.W. Roberts and Peggy S. Roberts acting together.

17. Plaintiff is informed and believes that William Woodrow Roberts a/k/a W.W. Roberts and Peggy S. Roberts intended to sever their tenancy in common and terminate their respective cross-remainder interests, and by so doing, vest fee simple title in William Woodrow Roberts a/k/a W.W.

Roberts. Plaintiff is informed and believes that this intent was frustrated when William Woodrow Roberts a/k/a W.W. Roberts inadvertently failed to execute the deed in Book IN at Page 1447.

18. Plaintiff is informed and believes that, had he understood that this was necessary to sever the tenancy in common and terminate the respective cross-remainder interests, William Woodrow Roberts a/k/a W.W. Roberts would have joined in executing the deed in Book IN at Page 1447, and thereby vest the fee simple estate in William Woodrow Roberts a/k/a W.W. Roberts.

19. William Woodrow Roberts a/k/a W.W. Roberts then conveyed all interest he had in the subject property to Wellen Donald and Debra Donald by deed dated January 7, 1987 and recorded January 9, 1987 in Book JA at Page 199.

20. Wellen Donald and Debra Donald then conveyed the subject property to defendant Ellen R. Springer by deed dated July 25, 1990 and recorded January 3, 1991 in Deed Book 5 at Page 142.

21. The subject property has not been further deeded.

22. Plaintiff is informed and believes that it is entitled to an order quieting ownership of the subject property in favor of Ellen R. Springer, and terminating any interest of Peggy S. Roberts as of November 12, 1979, the date of her original deed of conveyance.

23. Plaintiff has searched the public records of Kershaw County, and asserts that there are no other liens against the Mortgagor or the subject real estate through the filing date of the Lis Pendens except the above listed liens.

FOR A SECOND CAUSE OF ACTION
(Foreclosure of Mortgage)

24. The Plaintiff incorporates the allegations of Paragraphs 1-23 herein.

25. This cause of action is for the foreclosure of the Mortgage described above.

26. Heretofore, on or about January 3, 1991, Ellen R. Springer made, executed and delivered a certain Fixed Rate Note ("Note") in the principal sum of \$70,065.00, payable in monthly installments of principal and interest of \$614.88 commencing March 1, 1991.

27. In order to secure the payment of the Note according to the terms and conditions thereof, Ellen R. Springer made, executed and delivered unto Citizens and Southern Mortgage Corporation a certain real estate Mortgage covering the previously described property and any and all improvements to the property, including but not limited to a mobile/manufactured home:

28. The Mortgage was signed, witnessed and probated January 3, 1991; thereafter the Mortgage was recorded in the Office of the RMC/ROD for Kershaw County on January 3, 1991, in Mortgage Book 5 at Page 145. Subsequently, this Mortgage was assigned unto C & S Real Estate Services, Inc. by assignment dated January 3, 1991 and recorded January 3, 1991 in Book 5 at Page 150;

subsequently, this Mortgage was assigned unto GMAC Mortgage Corporation by assignment dated March 3, 1998 and recorded July 20, 1998 in Book 656 at Page 80; subsequently, this Mortgage was assigned unto ABN AMRO Mortgage Group, Inc. by assignment dated June 6, 2001 and recorded June 25, 2001 in Book 1013 at Page 71. CitiMortgage, Inc. is successor by commercial merger with ABN AMRO Mortgage Group, Inc.

29. The Mortgage evidences and secures the repayment of money advanced by Plaintiff or its predecessor in interest to, or on behalf of, the mortgagor(s) and constitutes a First Mortgage lien on the mortgaged premises.

30. Any notice required by the terms of the Note and Mortgage or by state or federal laws has been given to the applicable Defendant(s).

31. After all payments received by the Plaintiff have been credited to the subject loan, the loan is in default and due for July 1, 2011, and the conditions of the Note and Mortgage have been broken. Plaintiff elects to and does declare the entire balance of said indebtedness due and payable, and that there is due on the Note and Mortgage as of July 1, 2011, the principal sum of \$44,904.96, with interest from June 1, 2011, advances, late charges, and also for the costs and disbursements of this action, including attorney's fees.

32. Pursuant to the terms of the Mortgage, Plaintiff has employed counsel to prosecute this action and a reasonable value of services of counsel in this action is such sum as the Court may find appropriate.

33. Plaintiff may be forced to pay sums for taxes and insurance and costs for securing the property, which sums, according to the terms of the Mortgage, should be added to the amount of the debt.

34. Plaintiff's right to a personal or deficiency judgment pursuant to South Carolina Code Sections 29-3-650 and 29-3-660 is expressly waived.

WHEREFORE, having fully set forth its Complaint, Plaintiff prays that this Honorable Court inquire into the matters and set forth herein and:

(1) Grant an order quieting ownership of the subject property in favor of Ellen R. Springer, thus terminating any interest in the subject property held or retained by Peggy S. Roberts as of October 29, 1971, the date the original deed out to Ellen R. Springer.

(2) Direct the RMC/ROD to annotate the public records to reflect ownership of the Mortgage in the Plaintiff.

(3) Ascertain and determine the amount due upon the Note and Mortgage held by Plaintiff together with attorney's fees and costs of this action.

(4) Declare Plaintiff's Mortgage a First Mortgage lien and render judgment of foreclosure for the amount so found to be due and owing thereon, together with any ad valorem taxes or insurance premiums which may be due and have been advanced by the Plaintiff, with reasonable attorney's fees, and for the costs of this action.

(5) Order the reimbursement of all costs for inspecting and securing the property incurred by the Plaintiff as a result of the delinquency.

(6) Appoint a Receiver to collect the rents, issues, profits or designated sums from the mortgagor(s), and/or the grantee(s) of the mortgagor(s), and/or tenant(s) occupying or exercising control over the mortgaged premises and hold the same subject to the further order of this Court.

(7) Under the direction of this Court, sell the mortgaged premises, bar any equity of redemption, and apply the proceeds of sale as follows:

First, to the costs and expenses of the within action and sale;

Second, to the payment and discharge of the amount due on Plaintiff's Note and Mortgage, together with attorney's fees as aforesaid; and

Third, to the distribution of any surplus pursuant to Rule 71, SCRPC.

(8) Issue an order directing the Sheriff of Kershaw County, South Carolina, to place the successful purchaser at said foreclosure sale in possession of the property should the same become necessary.

(9) Order such other and further relief as may be just and proper.



Rogers Townsend & Thomas, PC
ATTORNEYS FOR PLAINTIFF

Samuel C. Waters (SC Bar #5958)
Reginald P. Corley (SC Bar #69453)
Ellie C. Floyd (SC Bar #68635)
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William S. Koehler (SC Bar #74935)
Jaclynn B. Goings (SC Bar #77501)
Kelsey K. Lipscomb (SC Bar #77519)
Taryn M. Zange (SC Bar #70357)

Post Office Box 100200 (29202)
(803) 744-4444

Columbia, South Carolina
October 26, 2011

EXHIBIT-D

STATE OF SOUTH CAROLINA

COUNTY OF KERSHAW

CitiMortgage, Inc.,

Plaintiff,

v.

Ellen R. Springer; Peggy S. Charles f/k/a Peggy S. Roberts;

Defendant(s).

IN THE COURT OF COMMON PLEAS

DOCKET NO. 11-CP-28-0981

ORDER DENYING DEFENDANT'S MOTION
FOR AN EMERGENCY ORDER TO SHOW
CAUSE AND INJUNCTIVE RELIEF FROMSALE
Deficiency Judgment Waived

KERSHAW COUNTY, S.C.

2012 JUL 17 PM 3:53

(011654-05691)

This matter came before me on July 9, 2012 at 10:00 AM, for a hearing on Defendant's motion for an emergency order to show cause and injunctive relief from sale. All parties were notified of this hearing. Present on behalf of the Plaintiff was its attorney, William S. Koehler. The Defendant, Ellen R. Springer, appeared pro se. Also present was Walter Springer.

Based on the motion and accompanying affidavits submitted by the Defendant and the arguments of both parties, I find that the Defendant's motion should be denied for the following reasons:

First, this Court cannot determine that there was in fact excusable neglect based on the testimony presented.

Second, South Carolina case law, specifically, Mitchell Supply Co. v. Gaffney, 297 S.C. 160, 163-64, 375 S.E.2d 321, 323 (Cl. App. 1988), provides that "the neglect of the attorney is the neglect of the client..." The Defendant argued that her retained counsel from New York improperly told her that she would not be prejudiced by her failure to attend the February 1, 2012 foreclosure hearing; thus, necessitating a finding of excusable neglect. Assuming arguendo that the attorney retained by the Defendant was licensed in South Carolina and her attorney shirked his duties, this Court cannot hold the

HLC

J. Paul Smith

Kershaw County

Plaintiff responsible. The neglect of an attorney to meet a deadline is negligence per se. Consequently, the neglect of the Defendant's attorney is imputed to the Defendant.

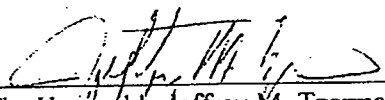
Third, a motion made pursuant to Rule 60, SCRPC must be timely. The longer the time since a party defaults on the summons, the more prejudicial the motion is to the non-moving party. Consequently, a greater burden is placed on the moving party. Given the date of service of the summons, I find that the prejudice to the Plaintiff would be extreme if the Defendant's motion were granted.

THEREFORE, IT IS SO ORDERED that the Motion of Defendant Ellen R. Springer is DENIED.

IT IS HEREBY ORDERED:

1. The Writ of Assistance shall remain in effect and the Defendant has thirty days from the date of this Order to vacate the subject property.
2. If the Defendant decides to appeal this Order, she must post an appeal bond in the amount of \$28,500.00 with the Clerk of County for Kershaw County.

AND IT IS SO ORDERED!


The Honorable Jeffrey M. Tzerman
Master in Equity for Kershaw County

Camden, South Carolina

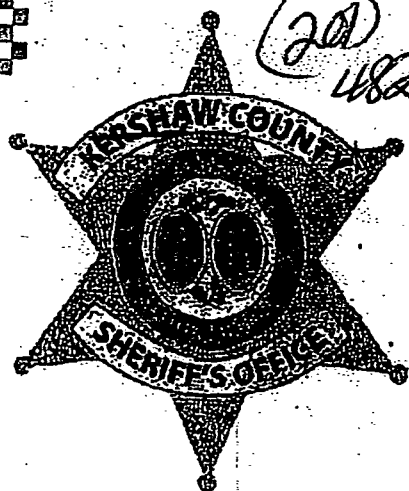
July 16, 2012



GRAN1

Jo Beatrice

00001/001

**LOCK OUT /SET OUT ORDER SCHEDULED**

September 12, 2012

TO: Ellen R. Springer
Peggy S. Charles f/k/a Peggy S. Roberts
18 Arlington Drive
Lugoff, SC 29078

Re: Case 11-CP-28-0981
Order Denying Defendant's Motion for an emergency order to show cause
and injunctive relief from sale

On TUESDAY, SEPTEMBER 25, 2012 AT 9:00, lock out /set out order will be
enforced.

If you do not have your belongings moved out, they will be set out to the
roadside and/or the locks on the apartment will be changed.

Cpl. Chris Phillips
Kershaw County Sheriff's Department
Civil Division
821 Ridgeway Road, Lugoff, SC 29078
803-424-4030

Foreclosure
Citi Mortgage ✓
Ellen R. Springer
Case No. 2011-CP-
28-0981

Sheriff's Office
Citi mortgage

For (803) 425 6021

(803) 343 7013

STATE OF SOUTH CAROLINA

COUNTY OF KERSHAW

CitiMortgage, Inc.,

Plaintiff,

v.

Ellen R. Springer; Peggy S. Charles f/k/a Peggy S. Roberts;

Defendant(s).

(011654-05691)

IN THE COURT OF COMMON PLEAS

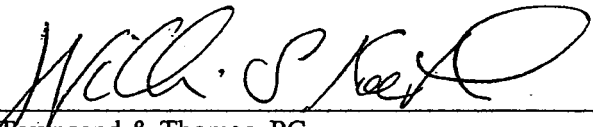
DOCKET NO. 11-CP-28-0981

CERTIFICATE OF NON-OWNER
OCCUPANCY

Deficiency Judgment Waived

FILED FOR RECORD
2011 DEC 15 PM 12:13
JOYCE MEDFORD
CLERK OF COURT
KERSHAW COUNTY, S.C.

The undersigned attorney for the Plaintiff has reviewed one or more of the following: tax records, affidavits of service or non-service, other documents, or information provided by the Plaintiff or other persons with knowledge as to the occupancy status of the dwelling that is the subject of the above captioned action. Upon information and belief, this is not an "Owner-Occupied dwelling" as defined by South Carolina Supreme Court Administrative Order 2011-05-02-01.


Rogers, Townsend & Thomas, PC
ATTORNEYS FOR PLAINTIFF

Samuel C. Waters (SC Bar #5958)
Reginald P. Corley (SC Bar #69453)
Ellie C. Floyd (SC Bar #68635)
Eve Moredock Stacey (SC Bar #5300)
Robert P. Davis (SC Bar #74030)
Vance L. Brabham, III (SC Bar #71250)
John P. Fetner (SC Bar #77460)
Andrew W. Montgomery (SC Bar #79893)
Andrew A. Powell (SC Bar #100210)
220 Executive Center Drive
Columbia, SC 29210

Cheryl H. Fisher (SC Bar #15213)
Jennifer W. Rubin (SC Bar #16727)
Michael P. Morris (SC Bar #73560)
Mary R. Powers (SC Bar #16534)
William S. Kochler (SC Bar #74935)
Jaclynn B. Goings (SC Bar #77501)
Kelsey K. Lipscomb (SC Bar #77519)
Taryn M. Zange (SC Bar #70357)
Post Office Box 100200 (29202)
(803) 744-4444

Columbia, South Carolina
December 13, 2011

STATE OF SOUTH CAROLINA

COUNTY OF KERSHAW

CitiMortgage, Inc.,

Plaintiff,

v.

Ellen R. Springer; Peggy S. Charles f/k/a Peggy S. Roberts;

Defendant(s).

(011654-05691)

IN THE COURT OF COMMON PLEAS

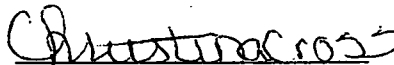
DOCKET NO. 11-CP-28-0981

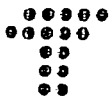
CERTIFICATE OF MAILING
Deficiency Judgment Waived

FILED FOR RECORD
2011 DEC 15 PM 12:10
JUDITH M. EDWARDS
CLERK OF COURT
KERSHAW COUNTY, S.C.

Pursuant to the South Carolina Supreme Court Administrative Order 2011-05-02-01 the undersigned, says that he/she mailed a copy of the Certificate of Non-Owner Occupancy in the above-referenced foreclosure action upon the owner(s), mortgagor(s) and/or debtor(s) by placing a copy of the Certificate of Non-Owner Occupancy in the United States Mail, postage paid, to be mailed to the said Defendant(s) at the following addresses this 15th day of December, 2011:

Ellen R. Springer
14721 109Th Ave Fl 1
Jamaica, NY 11435


Christina Cross



ROGERS TOWNSEND
ATTORNEYS AT LAW

ROGERS TOWNSEND & THOMAS, PC
DEFAULT SERVICES DEPARTMENT.

POST OFFICE BOX 100200 (29202)
220 EXECUTIVE CENTER DRIVE
COLUMBIA, SOUTH CAROLINA 29210
P 803.744.4444 F 803.343.7013
WWW.RTT-LAW.COM

December 13, 2011

Ellen R. Springer
14721 109Th Ave Fl 1
Jamaica, NY 11435

Re: CitiMortgage, Inc. v. Ellen R. Springer; Peggy S. Charles f/k/a Peggy S. Roberts;
Case No. 11-CP-28-0981; Kershaw County
Our File No. 011654-05691

FILED FOR RECORD
2011 DEC 15 PM 12:13
CLERK OF COURT
KERSHAW COUNTY, S.C.

Dear Sir/Madam:

Pursuant to the South Carolina Supreme Court Administrative Order 2011-05-02-01, enclosed is the Plaintiff's Certificate of Non-Owner Occupancy.

Default Services Section

Enclosed: Certificate of Non-Owner Occupancy

ROGERS TOWNSEND & THOMAS PC IS A DEBT COLLECTOR

CS

IN THE COURT OF COMMON PLEAS OF THE STATE OF SOUTH CAROLINA FOR KERSHAW COUNTY

CitiMortgage, Inc.

Plaintiff/Petitioner

vs.
Ellen R. Springer; et al.

Defendant/Respondent

DOCKET NO:
11-CP-28-0981

AFFIDAVIT OF NON SERVICE OF:
Lis Pendens, Civil Action Coversheet,
Summons, Complaint, Notice of Foreclosure
Intervention

FILED FOR RECORD
2011 MAY - 3 PM 3:20
KERSHAW COUNTY, SC

The undersigned, being first duly sworn, on oath deposes and says: That s(he) is now and at all times herein mentioned was a citizen of the United States, over the age of eighteen, not an officer of a plaintiff corporation, not a party to nor interested in the above entitled action, and is competent to be a witness therein.

Affiant states s(he) attempted to serve **Peggy S. Charles, f/k/a Peggy S. Roberts** at the address of **18 Arlington DR, Lugoff, Kershaw County, SC 29078** and was unable to effect service for the following reasons:

11/1/2011 3:20 PM: Vacant Location-broken windows, very little furniture inside, door ajar and neighbor hasn't seen in a long time.

Is the place of service the dwelling house or usual abode for the party being served? ☒ NO () YES

Is the Subject Property a Mobile Home? ☒ NO () YES

Is a Mobile Home VIN # visible? () NO () YES VIN #: N/A

DATED this 1st day of November, 20 11.

Christopher R Hilditch
Christopher R Hilditch, Reg. # N/A, Sumter, SC

SUBSCRIBED AND SWORN to before me this 1st day of November, 20 11

NOTARY PUBLIC in and for the State of South Carolina
My Commission Expires: 3-4-2015



FOR: Rogers Townsend & Thomas, PC
REF: 011654-05691-3

ORIGINAL AFFIDAVIT
OF
NON-SERVICE

Tracking #: 9271739 CAE FIL



Travis
No Broken windows
Full of Furniture
11/1/11
Vehicle etc

EXHIBIT-E



ROGERS TOWNSEND
ATTORNEYS AT LAW

ROGERS TOWNSEND & THOMAS, PC
DEFAULT SERVICES DEPARTMENT

POST OFFICE BOX 100200 (29202)
220 EXECUTIVE CENTER DRIVE
COLUMBIA, SOUTH CAROLINA 29210
P 803 744 4444 F 803 343 7013
WWW.RTT-LAW.COM

September 4, 2012

The Honorable Jeffrey M. Tzerman
P. O. Box 1317
Camden, SC 29020

Re: CitiMortgage, Inc. vs. Ellen Springer
Case No. 11-CP-28-0981; Kershaw County
Our File No. 011654-05691

Dear Judge Tzerman:

I have received a copy of the Emergency Motion for Equitable Estoppel, etc. filed by Ellen Springer. This appears to be an attempt to re-argue Ms. Springer's previous motion, which has already been ruled on by the Court. Please instruct us how you would like to handle this. I am happy to prepare a short order denying for the same reasons as the previous motion, if you see fit. Thank you.

Sincerely yours,

Robert P. Davis
Attorney for Plaintiff

DSS/kl

cc: Ellen Springer ✓
147-21 109 Avenue
Jamaica, NY 11435

FORM 4

STATE OF SOUTH CAROLINA
COUNTY OF KERSHAW
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE
CASE NUMBER 2011 CP2800981

Citimortgage Inc	Ellen R Springer Peggy S Roberts Fka	Peggy S Charles
PLAINTIFF(S)	DEFENDANT(S)	

Submitted by:	Attorney for: ☐ Plaintiff ☐ Defendant ☐ Self-Represented Litigant
---------------	---

DISPOSITION TYPE (CHECK ONE)

- ☐ JURY VERDICT. This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☐ DECISION BY THE COURT. This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ☐ ACTION DISMISSED (CHECK REASON): ☐ Rule 12(b), SCRPC; ☐ Rule 41(a), SCRPC (Vol. Nonsuit);
☐ Rule 43(k), SCRPC (Settled); ☐ Other: _____
- ☐ ACTION STRICKEN (CHECK REASON): ☐ Rule 40(j) SCRPC; ☐ Bankruptcy;
☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other: _____
- ☐ DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):
☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other: _____

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☐ See attached order; (formal order to follow) ☒ Statement of Judgment by the Court:

Having previously ruled against the Defendant upon her motion to set aside the judgment in this matter this motion is dismissed, with prejudice and no further motion to set aside will be entertained by this court.

ORDER INFORMATION

This order ☒ ends ☐ does not end the case.

Additional Information for the Clerk:

cc:
Powers
Springer
9/11/12
WOB

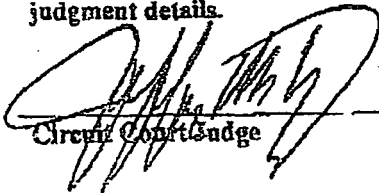
INFORMATION FOR THE JUDGMENT INDEX

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)

If applicable, describe the property, including tax map information and address, referenced in the order:

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. Note: Title abstractors and researchers should refer to the official court order for judgment details.



Circuit Court Judge

3056
Judge Code

9/10/2012
Date

For Clerk of Court Office Use Only

This judgment was entered on , and a copy mailed first class or placed in the appropriate attorney's box on , to attorneys of record or to parties (when appearing pro se) as follows:

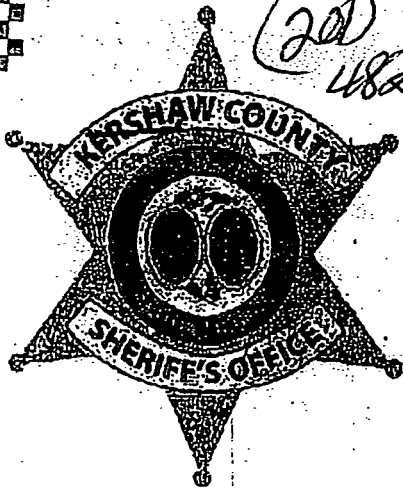
Mary R. Powers PO Box 100200 Columbia, SC 292023200

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

Joyce McDonald - Clerk of Court

Court Reporter



(201) 482-0631

GRANT

To Beatrice

00001/001

LOCK OUT /SET OUT ORDER SCHEDULED

September 12, 2012

TO: Ellen R. Springer
Peggy S. Charles f/k/a Peggy S. Roberts
18 Arlington Drive
Lugoff, SC 29078

Re: Case 11-CP-28-0981
Order Denying Defendant's Motion for an emergency order to show cause
and injunctive relief from sale

On TUESDAY, SEPTEMBER 25, 2012 AT 9:00, lock out /set out order will be enforced.

If you do not have your belongings moved out, they will be set out to the roadside and/or the locks on the apartment will be changed.

Cpl. Chris Phillips
Kershaw County Sheriff's Department
Civil Division
821 Ridgeway Road, Lugoff, SC 29078
803-424-4030

Foreclosure
Citi Mortgage ✓
Ellen R. Springer
Case No. 2011-CP-28-0981

Sheriff's Office
Citi mortgage

From (803) 425 6021
(803) 343 7013

EXHIBIT-F

STATE OF SOUTH CAROLINA
COUNTY OF KERSHAW
IN THE COURT OF COMMON PLEAS

FORM 4

JUDGMENT IN A CIVIL CASE

CASE NO. 11-CP-28-0981

CitiMortgage, Inc.

Ellen R. Springer; Peggy S. Charles f/k/a Peggy
S. Roberts;

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: Samuel C. Waters (SC Bar #5958), Cheryl H. Fisher (SC Bar #15213), Reginald P. Corley (SC Bar #69453), Jennifer W. Rubin (SC Bar #16727), Ellie C. Floyd (SC Bar # 68635), Michael P. Morris (SC Bar #73560), Eve Moredock Stacey (SC Bar # 5300), Mary R. Powers (SC Bar # 16534), Robert P. Davis (SC Bar# 74030), William S. Koehler (SC Bar# 74935), John P. Fetner (SC Bar # 77460), Kelsey K. Lipscomb (SC Bar # 77519), Vance L. Brabham, III (SC Bar #71250), Andrew W. Montgomery (SC Bar #79893), Andrew A. Powell (SC Bar #100210)

Attorneys for the Plaintiff
Rogers Townsend & Thomas, PC
220 Executive Center Drive, Suite 109
Post Office Box 100200
Columbia, SC 29202
(803) 744-4444
(803) 343-7013 - Fax
info@rtt-law.com

Attorney for : ☒ Plaintiff ☐ Defendant
or
☐ Self-Represented Litigant

FILED
2012 FEB -1 1 PM 14
CLERK OF COURT
KERSHAW COUNTY, S.C.

DISPOSITION TYPE (CHECK ONE)

- ☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☒ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ☐ **ACTION DISMISSED (CHECK REASON):** ☐ Rule 12(b), SCRPC; ☐ Rule 41(a), SCRPC (Vol. Nonsuit); ☐ Rule 43(k), SCRPC (Settled); ☐ Other _____
- ☐ **ACTION STRICKEN (CHECK REASON):** ☐ Rule 40(j), SCRPC; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other _____
- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other _____

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☒ See attached order (formal order to follow) ☐ Statement of Judgment by the Court: _____

ORDER INFORMATION

This order ☒ ends ☐ does not end the case.

Additional Information for the Clerk :

As required by statute, a foreclosure sale has been or will be scheduled, which will officially end the case.

INFORMATION FOR THE JUDGMENT INDEX

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
N/A		

#121

		\$
		\$

If applicable, describe the property, including tax map information and address, referenced in the order:

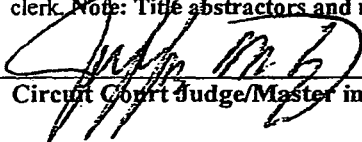
All that certain piece, parcel or lot of land, with improvements thereon, lying, situate and being in the State of South Carolina, County of Kershaw, located near Lugoff in Arlington Subdivision, delineated as Lot A-1 on a plat recorded in Book 37 at Page 2457 and more recently shown on a plat recorded in Book 5 at Page 144. Said lot fronting on the east side of Arlington Drive for a distance of 120.96 feet and extending back therefrom in an easterly direction for a distance of 152.60 feet on its Northern boundary and a distance of 156.91 feet on its southern boundary, with its rear or eastern boundary measuring 88.19 feet and being bounded as follows: North by Lot No. A-2; East by property now or formerly of Bowers; South by property now or formerly of Campbell; and West by Arlington Drive, all as shown on the plat hereinafter referred to.

This being the identical property conveyed to Ellen R. Springer by deed of Wellen Ray Donald and Debra Ann Donald dated July 25, 1990 and recorded January 3, 1991 in Deed Book 5 at Page 142.

296-10-0A-001-S78

18 Arlington Dr
Lugoff, SC, 29078

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. Note: Title abstractors and researchers should refer to the official court order for judgment details.


Circuit Court Judge/Master in Equity/Special Referee

3056
Judge Code

2/16/12
Date

For Clerk of Court Office Use Only

This judgment was entered on the _____ day of _____, 20____ and a copy mailed first class or placed in the appropriate attorney's box on this _____ day of _____, 20____ to attorneys of record or to parties (when appearing pro se) as follows:

Samuel C. Waters (SC Bar #5958)
Rogers Townsend & Thomas, PC
P.O. Box 100200
Columbia, SC 29202-3400
ATTORNEY(S) FOR THE PLAINTIFF(S)
011654-05691

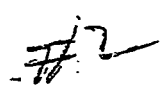
ATTORNEY(S) FOR THE DEFENDANT(S)

CLERK OF COURT

Ellen R. Springer
14721 109TH AVE FL 1
JAMAICA, NY 11435

Peggy S. Charles f/k/a Peggy S. Roberts
14721 109TH AVE FL 1
JAMAICA, NY 11435

Court Reporter:



NOTICE OF SALE

BY VIRTUE of a decree heretofore granted in the case of: CitiMortgage, Inc. vs. Ellen R. Springer, Peggy S. Charles f/k/a Peggy S. Roberts; , C/A No. 11-CP-28-0981, The following property will be sold on March 5, 2012, at 12:00 Noon at the Kershaw County Courthouse to the highest bidder:

All that certain piece, parcel or lot of land, with improvements thereon, lying, situate and being in the State of South Carolina, County of Kershaw, located near Lugoff in Arlington Subdivision, delineated as Lot A-1 on a plat recorded in Book 37 at Page 2457 and more recently shown on a plat recorded in Book 5 at Page 144. Said lot fronting on the east side of Arlington Drive for a distance of 120.96 feet and extending back therefrom in an easterly direction for a distance of 152.60 feet on its Northern boundary and a distance of 156.91 feet on its southern boundary, with its rear or eastern boundary measuring 88.19 feet and being bounded as follows: North by Lot No. A-2; East by property now or formerly of Bowers; South by property now or formerly of Campbell; and West by Arlington Drive, all as shown on the plat hereinafter referred to.

Derivation: Book 5 at Page 142.

18 Arlington Dr, Lugoff, SC 29078

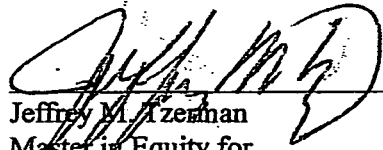
296-10-0A-001-S78

SUBJECT TO ASSESSMENTS, KERSHAW AD VALOREM TAXES, EASEMENTS AND/OR RESTRICTIONS OF RECORD, AND OTHER SENIOR ENCUMBRANCES.

TERMS OF SALE: A 5% deposit in certified funds is required. The deposit will be applied towards the purchase price unless the bidder defaults, in which case the deposit will be forfeited. If the successful bidder fails, or refuses, to make the required deposit on the day of sale or fails or refuses to comply with the bid within 20 days, then the property will be resold at the bidder's risk. No personal or deficiency judgment being demanded, the bidding will not remain open after the date of sale, but compliance with the bid may be made immediately. The successful bidder will be required to pay interest on the amount of the bid from date of sale to date of compliance with the bid at the rate of 10% per annum. For complete terms of sale, see Judgment of Foreclosure and Sale filed with the Kershaw County Clerk of Court at C/A #11-CP-28-0981.

NOTICE: The foreclosure deed is not a warranty deed. Interested bidders should satisfy themselves as to the quality of title to be conveyed by obtaining an independent title search prior to the foreclosure sale date.

Samuel C. Waters, Esq.
Attorney for Plaintiff
P.O. Box 100200
Columbia, SC 29202-3200
(803) 744-4444
011654-05691


Jeffrey M. Tzerman
Master in Equity for
Kershaw County

Website: www.rtt-law.com (see link to Resources/Foreclosure Sales)

NOTICE TO PRINTER: Please insert:

____ Once during week commencing _____
____ Once during week commencing _____
____ Once during week commencing _____

EXHIBIT-G

SEQ. NO _____
RELIEF _____
RETURN DATE _____
CAL. DATE _____
FOR COURT USE ONLY

PRESENT:
HON.

MASTER IN EQUITY OF THE KERSHAW
COUNTY COURT
STATE OF SOUTH CAROLINA
COUNTY OF KERSHAW

CitiMortgage, Inc.,

Plaintiff,

-against-

Ellen R. Springer, Et al.,

Defendant, Pro se,
APPEARING IN THIS PROCEEDING OF SPECIAL
PLEADINGS, TO REPORT CIVIL TRESPASS AND
FRAUD COMMISSIONED ON THIS COURT BY
PLAINTIFF WHO IS NOT HOLDER IN DUE COURSE

STATE OF NEW YORK)

: SS

COUNTY OF QUEENS)

I, Ellen Springer, being duly sworn depose and say the following:

1. I am the party named as defendant in the above captioned civil foreclosure action and submit the instant "Affidavit of Facts In Support of Definitive Defense of "Excusable Neglect for Abstencia" and timely appearance to defend this action, in support of the Chief Affidavit of Facts that Support Emergency Application for Order to Show Cause pursuant to Fed. Civ. P. Rule (60): with request for injunctive Relief Pursuant to Fed. Civ. P. Rule (65), to stay eviction for Good Cause Shown, pending final determination of this application, w/reserved right to supplement application with appropriate request for sanctions.

STATEMENT OF FACTS

SALE OF PROPERTY(MARCH 5TH, 2012)

2. On or about March 5th, 2012, Defendant's property known to this court as "18 Arlington Dr., Lugoff, S.C., was sold at auction to the above captioned party known to this court as Plaintiff CitiMortgage, Inc. (see exhibit-A)

DEFENDANT'S ABSTENCIA: PRECONFERENCE HEARING (FEB. 1ST, 2012)

3. Said sale resulted from this court's order of Summary Judgment granted to Plaintiff and entered February 1st, 2012 (see exhibit-B) in Defendant's abstencia.

UNTIMELY NOTICE TO APPEAR EXACERBATED BY DEFENDANT'S HARDSHIP

4. Defendant received untimely notification of the existence of the scheduled

DOCKET NO. 2011-CP-0981
SUPPLEMENTAL AFFIDAVIT
OF FACTS IN SUPPORT OF
DEFINITIVE DEFENSE OF
EXCUSABLE NEGLECT FOR
ABSTENCIA IN THESE
PROCEEDINGS BASED UPON
SHOW OF UNTIMELY
RECEIPT OF NOTICE OF
PRECONFERENCE HEARING
AND PRIMA FACIA SHOW OF
INEFFECTIVE ASSISTANCE
OF RETAINED COUNSEL
THAT RENDERED THESE
PROCEEDINGS A MOCKERY
OF JUSTICE

was sold at auction
to CitiMortgage, Inc.

SEQ. NO _____
RELIEF _____
RETURN DATE _____
CAL. DATE _____
FOR COURT USE ONLY

PRESENT HON:
MASTER IN EQUITY OF THE KERSHAW
COUNTY COURT
STATE OF SOUTH CAROLINA
COUNTY OF KERSHAW

CitiMortgage, Inc..

Plaintiff,

-against-

Ellen R. Springer, Et al.,

Defendant, Pro se,
APPEARING IN THIS PROCEEDING OF SPECIAL
PLEADINGS, WITHOUT GRANTING JURISDICTION,
TO REPORT THE COMMISSION OF SHAM
PLEADINGS INTENTIONALLY PERPETUATED ON
THIS COURT.

DOCKET NO. 2011-CP-5981
EMERGENCY APPLICATION FOR
ORDER TO SHOW CAUSE TO
REVERSE AND RESCIND SALE
AND VACATE JUDGMENT
W/REQUEST FOR INJUNCTIVE
RELIEF PENDING FINAL
DETERMINATION. DEFENDANT
REPORTS THAT PLAINTIFF IS
NOT THE HOLDER IN DUE
COURSE AND HAS
COMMISSIONED LOAN
DEFAULT/FRAUD AND HAS
COMMISSIONED CIVIL TRESPASS
AND CIVIL FORECLOSURE
FRAUD ON THIS COURT WHILE
INVISIBLE TO THE NATURAL
NAKED EYE OF THE COURT.
DEFENDANT ALSO SHOWS
EXCUSABLE NEGLECT FOR
ABSTENCIA.

Dated: 14th day of May, 2012

1. Upon reading and filing of the Affidavit of Ellen R. Springer, sworn to on the ____ day of May, 2012, and upon the exhibits and memorandum of law attached to the affidavit:
2. Let the Plaintiff or their attorney (s) show cause at Special Term Part ____ Room ____ of this Court, to be held at the Courthouse located at 1121 Broad Street, Camden, S.C. 29021, on the ____ day of May, 2012, at 11:00 in the forenoon or as soon thereafter as Defendant may be heard why an Order to Show Cause should not be entered by this court pursuant to Fed. Civ. P. Rule (60) granting the following relief:
 - a) Defendant seeks executive order of this court to (1) reverse and rescind sale (exhibit-A): vacate summary judgment (exhibit-B): and dismiss the complaint (exhibit-C) pursuant to Fed. Civil Practice Rule 56 (b), 41 (b); and to strike this action with prejudice pursuant to Fed. Civ. P. Rule 1.150. Defendant also seeks order of injunctive relief pursuant to Fed. Civ. P. Rule (65) to stay eviction (exhibit-D) pending final

EXHIBIT-H

The South Carolina Court of Appeals

Citimortgage, Inc., Respondent,

v.

Ellen R. Springer and Peggy S. Charles f/k/a Peggy S.
Robers, Defendants,

Of whom Ellen R. Springer is the Appellant.

Appellate Case No. 2012-212971

ORDER

After careful consideration, Appellant's Emergency Motion to Vacate Void
Judgment is denied.


FOR THE COURT

Columbia, South Carolina

cc:

Ellen R. Springer

Mary R. Powers

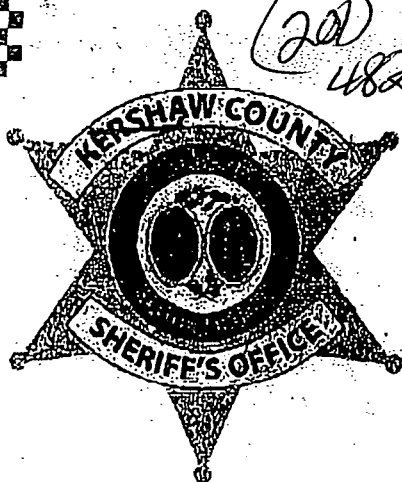
William S. Koehler

Jeffrey Marc Tzerman

Joyce McDonald

FILED

EC 11/9/12



LOCK OUT /SET OUT ORDER SCHEDULED

September 12, 2012

TO: Ellen R. Springer
Peggy S. Charles f/k/a Peggy S. Roberts
18 Arlington Drive
Lugoff, SC 29078

Re: Case 11-CP-28-0981
Order Denying Defendant's Motion for an emergency order to show cause
and injunctive relief from sale

On TUESDAY, SEPTEMBER 25, 2012 AT 9:00, lock out /set out order will be
enforced.

If you do not have your belongings moved out, they will be set out to the
roadside and/or the locks on the apartment will be changed.

Cpl. Chris Phillips
Kershaw County Sheriff's Department
Civil Division
821 Ridgeway Road, Lugoff, SC 29078
803-424-4030

Foreclosure
Citi Mortgage ✓
Ellen R. Springer
Case No. 2011-CP-
28-0981

Sheriff's Office
Citi mortgage

Fore
(803) 425 6021

(803) 343 7013

Ellen R. Springer, Damaged Party, Pro se.
C/o: 147-21 109th Avenue
Jamaica, New York 11435
Contact: (716) 205-7867
Fax: (803) 438-9600

STATE OF SOUTH CAROLINA
COURT OF APPEALS

CITIMORTGAGE, INC.,

Respondent,

Vs.

ELLEN R. SPRINGER, Et al.,

Damaged Party, Pro se.

CASE NO. CP-28-0981
TRACKING NO. 2012-212-971

"EMERGENCY" NOTICE OF VOID JUDGMENT:
FAILURE TO RENDER TIMELY DECISION ON
MOTION TO VACATE VOID JUDGMENT: NO
ONE CAN BE PUNISHED FOR VIOLATING A
VOID JUDGMENT THAT DOES NOT EXIST, RES
JUDICATA: NOTICE OF EQUITABLE INTENT TO
REASSUME ILLEGALLY SEIZED PROPERTY AS
OF CONSTITUTIONAL RIGHT.

Hon. Judge of Court of Appeals: _____

PLEASE TAKE JUDICIAL NOTICE, that based upon records of the Clerk of S.C. Court of Appeals, as of October 23rd, 2012, this Hon. Court of Appeals of the State of South Carolina has failed to enter timely judgment in connection with Damaged Party's Pro se "Emergency motion" to vacate void judgment filed in the above captioned action on October 16th, 2012; AND

PLEASE TAKE JUDICIAL NOTICE, that all that is required to determine the original void case, on which Respondent's Attorney did unlawfully and falsely prosecute this civil foreclosure action matter of interest in conflict, is to simply review the judgment roll record [in re Trylson v Stephens INC057008 Riverside County Superior Court, Indio CA); and Robbins v. Stephens, INC 040482 Riverside County Superior Court, Indio, CA] as is required to determine a void judgment. People v. American Contractors Indemnity Co., (2004) 33 Cal.4th at p.661; see S.C. State Comparative laws known to this Hon. Court of Appeals). **It is that simple; AND**

PLEASE TAKE JUDICIAL NOTICE, that the afore mentioned procedural nullities appear on the face of the record and, therefore, presents this Hon. Court with both "Extraordinary circumstances" and "Legal argument" that justifies a granting of relief from "Void Sham pleadings": this is fraud on the court by "Officers of the Court" in this case within the meaning of S.C. law on Void judgments and S.C. Civ. P. Rule 60 [b], INTER ALIA, Res judicata; AND

PLEASE TAKE JUDICIAL NOTICE, that "This Hon. Court must vacate any judgment entered by the lower Courts in excess of its jurisdiction." (Lubben v. Selective Service System Local Bd. No. 27, 453 F.2d 645 (1st Cir. 1972). *The limitations inherent in the requirements of due process and equal protection of the law extend to judicial as well as political branches of government, so that a judgment may not be rendered in violation of those constitutional limitations and guarantees.* Hanson v Denckla, 357 US 235, 2 L Ed 2d 1283, 78 S Ct 1228; AND

PLEASE TAKE FURTHER JUDICIAL NOTICE, that "All proceedings founded on a void judgment are themselves regarded as void." A void judgment is regarded as a nullity, and the situation is the same as it would be if there was no judgment. It is attended by none of the consequences of a valid adjudication. It has no legal or binding force or efficacy for any purpose or at any place... it is not entitled to enforcement, 30A Am Jur Judgments 43, 44, 45, Res judicata; Henderson v. Henderson, 232 NC 380, 100 SE 2d 227; AND

PLEASE TAKE FINAL JUDICIAL NOTICE, that under Federal law which is applicable to all states, the U.S. Supreme Court stated that if a court is "without authority, its judgments and orders are regarded as nullities. They are not voidable, but simply void; and, *"More importantly", "Form no bar to a recovery sought, even prior to a reversal in opposition to them."* They constitute no justification; and "All persons concerned" in executing such judgments or sentences, are considered, in law, as trespassers." Elliot v. Piersol, 1 Pet. 328, 340, 26 U.S. 328, 340 (1828). This principle is "Echoed" by the S.C. Law of Void judgment, Res judicata; AND

PLEASE TAKE NOTICE, that the lower Court that wanted "In persona" and "Subject matter" jurisdiction, from its inception, "Exceeded" its authority to review in this case absent "Testimony" of a "competent fact witness" appearing on the face of the record, in conjunction with the judgment rendered wholly upon the affirmation of counsel for respondent. No order of default summary judgment could be entered against Damaged party herein: this in fact is "Fraud on the Court" according to "S.C. State law on void judgment", inter alia, Res judicata; AND

PLEASE TAKE JUDICIAL NOTICE, that all subsequent added judgments entered by the lower court (Hon. Jeffery M. Tzerman, J. presiding) (e.g. Writ of Assistance issued on or about Mar. 5th, 2012; denial of order of show cause [S.C. Civ. P. Rule 60 (b); July 9th, 2012]; denial of motion for equitable estoppel relief [the call to preclude inconsistent positions that posed on the Quest for the truth: Doctrine of Equitable estoppel, Fraud, and Lache; Sept. 10th, 2012]; and denial of Pro se emergency motion for reconsideration of denial of order to show cause [S.C. Civ. P. Rule 59 (e); Sept. 10th, 2012] [showing under S.C. Rule the neglect of attorney who demonstrates a willful unilateral abandonment of the client is not the neglect of the client, Graham v. Town of Loris, 272 S.C. 442) are a void, Res judicata; AND

PLEASE TAKE JUDICIAL NOTICE, that the judgments entered by the Hon. Jeffery M. Tzerman, J. (presiding) are "void" without effect or force of laws known to State of S.C. because the Hon. Jeffery M. Tzerman, J. [the judge, the jury, the executioner, and the State-Auction Referee [judge sold the property to Respondent's attorney on mar. 5th, 2012] in this case] is to be construed as a "Constructive Party in Interest" to the "Outcome" of the instant case; AND

PLEASE TAKE JUDICIAL NOTICE, that on this point alone the instant civil foreclosure action matter filed against "Damaged party" herein needs to be validated as void, and dismissed as such, with an Award of Damages in proportion to the crime in accordance with applicable S.C. State Constitutional Laws comparative to the Laws of the United States Constitution of America, Res judicata; AND

PLEASE TAKE JUDICIAL NOTICE, that accordingly; the instant void civil foreclosure case must be dismissed on the record.

WHEREFORE: this court being wholly without jurisdiction of the "Person" or the "Subject matter" as reflected by the record is respectfully requested to enter order that grants emergency motion to vacate void judgment and thereafter to notice the unclean hands of Respondent and or it's counsel of the void judgment, Res judicata, and order (1) that the deed held by the unclean hands of Respondent is a nullity, void, without effect or force on its face and, in fact; and order (2) that said deed to the property known to this court as 18 Arlington Drive, Lugoff, S.C., be thereafter "Reseeded" back to the clean hands of Movant, Pro se; and order (3) that all funds taken by the unclean hands of Respondent to be forthwith returned along with sanctions (41 USC 604), out of pocket expenses, bank fees and attorney fees to be paid to the Movant for violations of disciplinary rules of conduct, rules of procedure, violations of the Uniform Commercial Code and the Fair Debt Collections Practices Act and United States and South Carolina State Constitutional protections and for such other and further relief as to this Hon. Court of Appeals may seem just, proper and equitable for "Good cause shown" and in the best served interest of the Public Consumer with interest to the outcome of the instant matter of Public concern.

THE ENTIRE AFOREMENTIONED IS AFFIRMED UNDER THE PENALTIES AND PAINS OF PERJURY UNDER THE LAWS OF THE STATE OF SOUTH CAROLINA AND THE LAWS OF THE UNITED STATES OF AMERICA.
DATED: OCTOBER 24TH, 2012.

Respectfully Submitted, with All rights hereby reserved without granting jurisdiction.

Ellen R. Springer

Mrs. Ellen R. Springer, Damaged Party, Pro se:
Layperson at law, appearing without attorney of choice where attorneys preferred by the S.C. Bar demonstrate reluctance to bring claim against the Hon. Master in Equity presiding in this case that deny effective assistance of counsel. Strickland v. Washington, 446 U.S. 664 [1984].

Witness:
Erma Brown

ERMA J. BROWN
COMMISSIONER OF DEEDS
In and For The City of Buffalo, N.Y.
My Commission Expires Dec. 31, 2012

To: attorney for Respondent
c/o William S. Koehler, Esq.
Rogers, Townsend and Thomas, LLC.
220 Executive Center Drive
Columbia, S.C. 29210
(803) 744-4444

To: Kershaw County Clerk of Court
1121 Broad Street
Camden, S.C. 29021

AFFIRMATION OF SERVICE

STATE OF NEW YORK)

: SS

COUNTY OF QUEENS)

I, Ellen Springer, affirm the following under the penalties and pains of perjury of the laws of the United States of America and the laws of the State of South Carolina:

1. I affirm that I am the "Damaged Party, Pro se" relevant to the void civil foreclosure matter of CASE NO. CP-28-0981: also known as S.C. Court of appeals TRACKING NO. 2012-212-971
2. Movant hereby verify that a copy of the attached notice of emergency motion to vacate void judgment was placed in a post paid envelope, overnight parcel, on the 25th, day of October, 2012 to be mailed to the below mentioned parties in interest to the action: 29-4

To: attorney for Respondent
c/o William S. Koehler, Esq.
Rogers, Townsend and Thomas, LLC.
220 Executive Center Drive
Columbia, S.C. 29210
(803) 744-4444

To: Kershaw County Clerk of Court
1121 Broad Street
Camden, S.C. 29021

To : CPL Chris Phillips
Kershaw County Sheriff's Dept.
821 Ridgeway Rd.
Lugoff, S.C. 29078

Dated: October 25th, 2012.

Verily Yours,

Ellen R. Springer

Mrs. Ellen Springer, Damaged Party,
Pro se
147-21 109th Avenue
Jamaica, N. Y. 11435
(716) 205-7867
Fax: (803) 438-9600

witness:

Erma J. Brown

ERMA J. BROWN
COMMISSIONER OF DEEDS
in and For The City of Buffalo, N.Y.
My Commission Expires Dec. 31, 2012

Ellen R. Springer, Senior Citizen,
C/o: 147-21 109th Avenue
Jamaica, New York 11435
Contact: (716) 205-7867
Fax: (803) 438-9600

COURT OF APPEALS

STATE OF SOUTH CAROLINA

CITIMORTGAGE, INC,

Respondent,

Vs,

ELLEN R. SPRINGER, Et al.,

Damaged Party.

CASE NO. 2011-CP-28-0981

NOTICE OF EMERGENCY MOTION TO VACATE VOID
JUDGMENT

Chief justice of the S.C. Court of Appeals

MOTION TO VACATE VOID JUDGMENT

COMES NOW, This is a special visitation by Ellen R. Springer, Damaged Party of Interest, hereinafter Movant, in a timely manner demanding all of her rights at all times and waiving none of her rights at any time, especially her rights protected under South Carolina State Constitution to be secure in her property from unreasonable seizures thereof. This Motion to Vacate is based upon the uncontroverted facts of the record in this case that clearly reflect that the honorable lower court was without in personam or subject matter jurisdiction for a multitude of reasons that will be explained in the Memorandum attached hereto and incorporated herein by reference. This motion to vacate is made timely in that this Movant, affected by the void judgment, has never received any valid instrument that would invoke the lower court's jurisdiction or lead a court to a reasonable belief finding that the alleged Respondent-plaintiff in

this action was a valid creditor or that alleged defendant were bona fide debtor. Movant is not making a general appearance to show a meritorious defense to the summary judgment as to the alleged merits of the alleged cause. This Motion is not made pursuant to Civ. Rule 60 (B).

Wherefore, the lower court being wholly without jurisdiction of the person or the subject matter as reflected by the record is respectfully requested to notice Respondent-plaintiff and it's counsel of the void judgment and order all funds taken by Respondent-plaintiff to be forthwith returned along with sanctions, out of pocket expenses, bank fees and attorney fees to be paid to the Movant for violations of disciplinary rules of conduct, rules of procedure, violations of the Uniform Commercial Code and the Fair Debt Collections Practices Act and United States and State Constitutional protections.

MEMORANDUM IN SUPPORT OF MOTION TO VACATE
A VOID JUDGMENT

FACTS OF THE CASE

There is no evidence on the record of the alleged Respondent-plaintiff submitting an affidavit of the alleged facts sworn to under the penalty and pains of perjury, to any of the alleged claims by "Imaginary" Respondent-plaintiff. There is no proof of the existence of a Respondent-plaintiff and no Respondent-plaintiff has ever appeared in the lower Court.

1. Respondent-plaintiffs summary judgment in the above captioned case is a substantive and a procedural nullity.

2. Respondent-plaintiff summary judgment in the above captioned case is frivolous on its face.

Respondent-Plaintiff has placed no facts on the record, and no facts appear on the record whether by deposition, admission, answer to interrogatory, or by affidavit to suggest or to support jurisdiction as no competent witness appears on the record by the documentary essential facts required by law. Documents proffered by Respondent-plaintiff are un-verified, irrelevant, and inadmissible.

Before any determination, there must be a court of complete or competent jurisdiction.

a. There must be two parties with **capacity** to be there.

b. There must be subject matter jurisdiction.

c. Appearance of testimony of a competent fact witness.

What this means is that without jurisdiction, **complete jurisdiction**, no court can issue a judgment that isn't void, nullity, without force or effect, on its face and in fact. Accordingly, (1) the order of default summary judgment entered Feb. 1st, 2012 (hon. Tzerman, J. presiding) and the adjacent order of sale executed March 5th, 2012 (Hon. Tzerman, J., Referee) and issuance of "Writ of Assistance"; the order of the lower court that denied Pro se emergency motion for show cause relief entered in the above captioned case July 9th, 2012 (Hon. Tzerman, J. presiding over review); the order of the lower Court that denied emergency motion for equitable estoppel relief (the call to preclude inconsistent positions) entered in the above captioned case September 10th, 2012, allegedly (Hon. Tzerman, J. Presiding); and the order of the lower Court that denied Pro se emergency motion for

reconsideration (S.C. Rule 59 [e]: S.C. Rule 60 [b] [1]) (Hon. Tzerman, J. presiding), is bias, void, nullity, without force or effect, on its face and in fact, and is therefore err of the lower court and abuse of discretion unsupported by the facts and controlled by both Federal and State Constitutional laws of the United States of America, Res judicata.

Before this S.C. Court of Appeals can proceed judicially, jurisdiction must be complete consisting of two opposing parties **not their attorneys**-although attorneys can enter an appearance on behalf of a party, **only the parties can testify** and until the Respondent-plaintiff testifies the court has no basis upon which to rule judicially. Accordingly, the order of default summary judgment entered by the lower court entered Feb. 1st, 2012, and all subsequent orders had herein being the "Fruit there of", is a void judgment based upon the absence of: (1) In persona jurisdiction, (2) subject matter jurisdiction and (3) legal capacity to review in this case that deprived Movant of her protected State and Federal Constitutional right to due process of Law that is err of the court and abuse of discretion controlled by Res judicata.

CitiMortgage, Inc. placed no valid evidence on record to prove their case. For want of a competent fact witness appearing and testifying on record, the court wanted subject matter jurisdiction to consider the unverified, undocumented claims of CitiMortgage, Inc. Statements of counsel in brief or argument are not sufficient for summary judgment Trinsy v. Pagliaro. CitiMortgage, Inc. cannot, deseize Movant of her property absent proof of any debt contract, required

verified documentation as required by law. The only other method of taking defendant's property is through Eminent Domain. U.S. Constitution, Preamble to the Bill of Rights at 4th Amendment. The Judge and Plaintiff by their (alleged) judgment are, attempting to deny the defendant her secured right to her property and have committed serious crimes against Petitioner in direct violation of the S.C. State and the U.S. Constitutions. M.O.I., Article 1, Statute 25 and 26. In the instant case, Movant's protected State, Federal and local Constitutional rights to due process of law was arrested by the inherently biased acts of the Hon. Jeffery M. Tzerman, J. (hearing court) who is, in fact, the "Judge, jury, Referee and executioner" in the instant case and was therefore without legal capacity to review emergency motion for order to show cause; emergency motion for equitable estoppel relief, and emergency motion for reconsideration that rendered all subsequent judgments and orders a "void judgment", in the first instance, Res judicata.

The improper actions of attorney for the "Imaginary" Respondent filed pleadings on or about November, 2012, in fact, commenced action that resulted want of "In persona" and "subject matter" jurisdiction, ab initio, that denied due process of law that renders the order of default summary judgment entered Feb. 1st, 2012, a "void" judgment, Res judicata.

Accordingly, the judgment of the lower court is a "void judgment", that from its inception, is a complete nullity, and without legal effect, that is err of the court unsubstantiated by the facts that is controlled by law, Res judicata, and the seizure of Movant's

property must be reversed, restored and reseeded to Movant as a matter of both South Carolina State Constitutional laws and U.S. Federal Constitutional Laws, Res judicata.

SUMMARY OF THE LAW OF VOIDS

I. Before a Court moves judicially, jurisdiction must be complete consisting of two opposing parties (not their attorneys - although attorneys can enter an appearance on behalf of a party, only the parties can testify and until the plaintiff testifies the court has no basis upon which to rule judicially), and the two halves of subject matter jurisdiction-the statutory or common law authority the action is brought under, and the testimony of a competent fact witness regarding the claim. If there is a jurisdictional failing appearing on the face of the record, the matter is void, subject to vacation with damages, and can never be time barred.

II. "Lack of jurisdiction cannot be corrected by an order nunc pro tunc. The only proper office of a nunc pro tunc order is to correct a mistake in the records; it cannot be used to rewrite history." *E.g., Transamerica Ins. Co. v. South*, 975 F.2d 321, 325-26 (7th Cir. 1992); *United States v. Daniels*, 902 F.2d 1238, 1240 (7th Cir. 1990); *King v. Ionization Int'l, Inc.*, 825 F.2d 1180, 1188 (7th Cir. 1987). Also see *Central Laborer's Pension and Annuity Funds v. Griffiee*, 198 F.3d 642, 644 (7th cir. 1999).

A BRIEF OVERVIEW OF THE LAW OF VOID JUDGMENTS IN STATE OF SOUTH CAROLINA

1. A **void judgment** is one that, from its inception, is a complete nullity and is without legal effect." *Thomas & Howard Co. v. T.W.*

Graham and Co., 318 S.C. 286, 291, 457 S.E.2d 340, 343 (1995). The definition of void under the rule only encompasses judgments from courts which failed to provide proper due process, or judgments from courts which lacked subject matter jurisdiction or personal jurisdiction." *McDaniel v. U.S. Fid. & Guar. Co.*, 324 S.C. 639, 644, 478 S.E.2d 868, 871 (Ct. App. 1996). It is fundamental that no judgment or order affecting the rights of a party to the cause shall be made or rendered without notice to the party whose rights are to be affected." *Tyron Fed. Sav. & Loan Ass'n v. Phelps*, 307 S.C. 361, 362, 415 S.E.2d 397, 398 (1992). Generally, a person against whom a judgment or order is taken without notice may rightly ignore it and may assume that no court will enforce it against his person or property.

2. The requirements of due process not only include notice, but also include an opportunity to be heard in a meaningful way, and judicial review. *Grannis v. Ordean*, 234 U.S. 385, 394 (1914) ("The fundamental requisite of due process of law is the opportunity to be heard."); *S.C. Dep't of Soc. Servs. v. Holden*, 319 S.C. 72, 78, 459 S.E.2d 846, 849 (1995).

3. As of November 1st, 2011, the Hon. Jeffery M. Tzerman, J., did not have and does not now have jurisdiction over the action for the reasons more fully set forth in this motion. The lack of jurisdiction set forth in this motion appears on the face of the record in 2011-CP-28-0981. No bona fide proof

of an existing debt or proof that Plaintiff or its successors or assigns has ever loaned Petitioner any money whatsoever.

4. Petitioner Ellen R. Springer, Pro se, challenging jurisdiction of the honorable lower court (Jeffery M. Tzerman, J., presiding), establishing that material facts to which **there is substantial controversy** are at issue in this case before a court can proceed judicially, jurisdiction must be complete consisting of two opposing parties not their attorneys - although attorneys can enter an appearance on behalf of a party, only the parties can testify and until the plaintiff **testifies** the court has no basis upon which to make a ruling.

5. **Fraud** was practiced in obtaining judgment warranting vacation of "judgment" 200-CP-28-0981. CitiMortgage, Inc., committed felony fraud by advancing writings which Respondent knew were false with the intent that Petitioner and the court would rely on to deprive Petitioner of **money, property and rights**.

6. **CitiMortgage, Inc.**, placed no valid evidence on record to prove their case. For want of a competent fact witness appearing and testifying on record, the court wanted subject matter jurisdiction to consider the unverified, undocumented claims of CitiMortgage, Inc.

7. Any attorney who in any proceeding before any court of a justice of the peace or police, judge or other Inferior court in which he appears as attorney, willfully misstates any proposition or seeks to mislead the court in any matter of law is guilty of a misdemeanor and on any trial therefore the state shall only be held to prove to the court that the cause was pending, that the defendant appeared as an attorney in the action, and showing what the legal statement was, wherein it is not the law. If the defense be that the act was not willful the burden shall be on the defendant to prove that he did not know that there was error in his statement of law."

8. Any person guilty of falsely preparing any book, paper, [({ record })], instrument in writing, or other matter or thing, with intent to produce it, or allow it to be produced as genuine upon any [({ trial, proceeding or Inquiry whatever, })] authorized by law, SHALL BE GUILTY OF A FELONY. See South Carolina Statutes Title 21. Crimes and Punishments, Chapter 13, Section 453. The void judgment in CP-2011-0981 contains a claim that jurisdiction is lacking on the face of the record for want of any evidence whatsoever, warrants vacation of the "judgment", Respondent must prove case by submission of evidence through a competent witness. And required documentation and verification of claim attested to the record made in CP-2011-0981 reveals no evidence construing

in harmony with Local Rule 7.1(h) of the United States District Court for the Western District of South Carolina, South Carolina State Title 12, Chapter 12, Rule 13, or the common law authority of *American Red Cross v. Community Blood Center of the Ozarks*, 257 F.3d 859 (8th Cir. 07/25/2001). The lower court in the underlying action wanted subject matter jurisdiction to rule favorably for debt collector in the action **Delmer W. Porter**. Mr. Porter failed or refused to inform the defendants of their due process rights under the **Fair Debt Collections Practices Act**. When the defendants were deprived of due process rights, the court was deprived of subject matter jurisdiction. For examples see: "Void judgment is one where court lacked personal or subject matter jurisdiction or entry of order violated due process," U.S.C.A. Const. Amend. 5 - *Triad Energy Corp. v. McNell*, 110 F.R.D. 382 (S.D.N.Y. 1986) and "Judgment is a void judgment if court that rendered judgment lacked jurisdiction of the subject matter, or of the parties, or acted in a manner inconsistent with due process," Fed. Rules Civ. Proc., Rule 60(b)(4), 28 U.S.C.A.; U.S.C.A. Const. Amend. 5 - *Klugh v. U.S.*, 620 F.Supp. 892 (D.S.C. 1985).

9. This court has inherent power, to vacate in its ministerial or administrative capacity any judgments, actions, orders or decrees that are void on the face of the record. The

face of the record and the facts therein CP-2011-0981 are uncontroverted, un-refuted, that the court lacked the proper invocation of its jurisdiction in regards to CP-2011-0981 based on sham legal process in the above captioned matters that purported to be valid. This court is respectfully reminded that any person who is affected by a judgment that is void on the face of the record or void Ab initio by uncontroverted facts can either make a direct or collateral attack in regards to said judgment. This court has knowledge that Ellen R. Springer's emergency Pro se motion to vacate void judgment is procedurally proper placing substantive fact issues before this court. Licensed Bar Attorneys such as Mr. William S. Koehler (Rogers, Townsend and Thomas of Columbia, S.C.), alleged attorney for Plaintiff herein, are compelled to exercise a standard of normal care as defined in the Disciplinary Rules and the Rules of Procedure. Both attorneys are presumed to know and understand the Law and as a debt collector to also comply with the Uniform Commercial Code and Fair Debt Collection Practices Act and exhaust all of those remedies properly prior to filing pleadings in a court of law.

10. Further, summary judgment must be proved by evidence on the record through a competent witness. See: *American Red Cross v. Community Blood Center of the Ozarks*, 257 F. 3d 859 (8th Cir.) A third person cannot testify to the court as

alleged counsel has attempted to do as to the validity of the debt. There is nothing on the alleged judgment or in any of the paperwork filed in the record of this alleged case that shows first-hand knowledge testimony from the alleged creditor that would lead a reasonable person to believe more likely than not, that there is a valid, lawful, collectable debt. The above-cited case is exactly on point to the situation in this instant alleged action. In the case "*American Red Cross v. Community Blood Center of the Ozarks*" an attorney claiming to represent a creditor at a default hearing attempted to move for a writ of garnishment and did in fact receive a writ of garnishment without first-hand knowledge testimony of any creditor. Said case was vacated immediately as void *Ab initio* without a showing of **sworn testimony** from the creditor appearing on the record. Validation of the debt by third persons is mere **hearsay** and cannot be accepted as valid evidence before the court to give validity to a judgment.

CONCLUSION

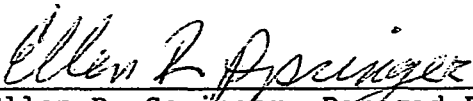
Wherefore: this court being wholly without jurisdiction of the person or the subject matter is respectfully requested to notice Plaintiff and his counsel of the void judgment of default and order all funds to be forthwith returned along with sanctions out of pocket expenses, Bank fees and attorney's fees paid to the Movant for violations of

Disciplinary rules of conduct, rules of procedure, violations of Fair Debt Collections Practices Act and Constitutional protections of property from unreasonable seizure, Res judicata.

THE ENTIRE AFOREMENTIONED IS STATED UPON PENALTIES AND PAINS OF PERJURY.

DATED: October 10th, 2012.

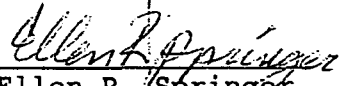
Respectfully submitted,
All Rights Reserved


Ellen R. Springer, Damaged Party

VERIFICATION OF THE PLEADINGS

I, Ellen R. Springer, declare that I have read the foregoing petition for motion to vacate void judgment as connecting CP-2011-28-981 and the factual matters stated therein are true and correct of my own knowledge and belief. I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on: October 10th, 2012.


Ellen R. Springer
Debtor/Plaintiff
147-21 109th Avenue
Jamaica, N.Y. 11435
Contact: (716) 205-7867
Fax: (803) 438-9600.

AFFIDAVIT OF SERVICE

STATE OF NEW YORK)

: SS

COUNTY OF QUEENS)

I, Ellen Springer, affirm the following under penalties of perjury of the laws of the United States of America:

1. I am Appellant, Pro se appearing in the civil foreclosure action matter of CitiMortgage, Inc. v. Ellen R. Springer, Kershaw County Civil case no. 2011-CP-28-0981, Court of Common Pleas, State of South Carolina.
2. Appellant hereby verify that a copy of the attached notice of emergency motion to vacate void judgment was placed in a post paid envelope, overnight parcel, on the 10th day of October, 2012 to be mailed to the below mentioned parties in interest to the action:

a. To: Counsel for the Plaintiff:

Rogers, Townsend and Thomas, LLP
220 Executive Center Drive
Columbia, S.C. 29210
(803) 744-4444

b. To: Clerk of Kershaw County. Ct. of Common Pleas

1121 Broad Street
Camden, S.C. 29021

Dated: October 9th, 2012.

Verily Yours,

Ellen R. Springer

Mrs. Ellen Springer, Appellant, Pro se
147-21109th Avenue
Jamaica, N. Y. 11435
(716) 205-7867

EXHIBIT-I

TRANSMISSION VERIFICATION REPORT

TIME : 03/30/2011 10:40
 NAME :
 FAX :
 TEL :
 SER. # : U62700H1N815220

DATE, TIME
 FAX NO. /NAME
 DURATION
 PAGE(S)
 RESULT
 MODE

03/30 10:35
 18034385864
 00:05:33
 11
 OK
 STANDARD

Case 1-12-46858 Doc 1 Filed 09/25/12 Entered 09/25/12 13:20:08

BI (Official Form 11/12/11)

United States Bankruptcy Court Eastern District of New York		Voluntary Petition
Name of Debtor (if individual, enter Last, First, Middle): Springer, Ellen R.		Name of Joint Debtor (Spouse) (Last, First, Middle):
All Other Names used by the Debtor in the last 8 years (include married, maiden, and trade names):		All Other Names used by the Joint Debtor in the last 8 years (include married, maiden, and trade names):
Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (TIN) No./Complete EIN (if more than one, state all) XXX-XX-6083		Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (TIN) No./Complete EIN (if more than one, state all)
Street Address of Debtor (No. and Street, City, and State): 147-21 109th Ave. Jamaica, NY		Street Address of Joint Debtor (No. and Street, City, and State):
ZIP Code 11435		ZIP Code
County of Residence or of the Principal Place of Business: Queens		County of Residence or of the Principal Place of Business:
Mailing Address of Debtor (if different from street address):		Mailing Address of Joint Debtor (if different from street address):
ZIP Code		ZIP Code
Location of Principal Assets of Business Debtor (if different from street address above):		
Type of Debtor (Form of Organization) (Check one box) ☒ Individual (includes Joint Debtors) <i>See Exhibit D on page 2 of this form.</i> ☐ Corporation (includes LLC and LLP) ☐ Partnership ☐ Other (if debtor is not one of the above entities, check this box and state type of entity below.)		Nature of Business (Check one box) ☐ Health Care Business ☐ Single Asset Real Estate as defined in 11 U.S.C. § 101 (51B) ☐ Railroad ☐ Stockbroker ☐ Commodity Broker ☐ Clearing Bank ☐ Other
Chapter 15 Debtors Country of debtor's center of main interests: Each country in which a foreign proceeding by, regarding, or against debtor is pending:		Chapter of Bankruptcy Code Under Which the Petition is Filed (Check one box) ☒ Chapter 7 ☐ Chapter 9 ☐ Chapter 11 ☐ Chapter 12 ☐ Chapter 13 ☐ Chapter 15 Petition for Recognition of a Foreign Main Proceeding ☐ Chapter 15 Petition for Recognition of a Foreign Nonmain Proceeding
Tax-Exempt Entity (Check box, if applicable) ☐ Debtor is a tax-exempt organization under Title 26 of the United States Code (the Internal Revenue Code).		Nature of Debts (Check one box) ☒ Debts are primarily consumer debts, defined in 11 U.S.C. § 101(8) as "incurred by an individual primarily for a personal, family, or household purpose." ☐ Debts are primarily business debts.
Filing Fee (Check one box) ☒ Full Filing Fee attached		Chapter 11 Debtors Check one box: ☐ Debtor is a small business debtor as defined in 11 U.S.C. § 101(51D).

B1 (Official Form 1)(12/11)

United States Bankruptcy Court Eastern District of New York		Voluntary Petition
Name of Debtor (if individual, enter Last, First, Middle): Springer, Ellen R.		Name of Joint Debtor (Spouse) (Last, First, Middle):
All Other Names used by the Debtor in the last 8 years (include married, maiden, and trade names):		All Other Names used by the Joint Debtor in the last 8 years (include married, maiden, and trade names):
Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN) No./Complete EIN (if more than one, state all) xxx-xx-6063		Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN) No./Complete EIN (if more than one, state all)
Street Address of Debtor (No. and Street, City, and State): 147-21 109th Ave. Jamaica, NY		Street Address of Joint Debtor (No. and Street, City, and State):
ZIP Code 11435		ZIP Code
County of Residence or of the Principal Place of Business: Queens		County of Residence or of the Principal Place of Business:
Mailing Address of Debtor (if different from street address):		Mailing Address of Joint Debtor (if different from street address):
ZIP Code		ZIP Code
Location of Principal Assets of Business Debtor (if different from street address above):		
Type of Debtor (Form of Organization) (Check one box) ☒ Individual (includes Joint Debtors) <i>See Exhibit D on page 2 of this form.</i> ☐ Corporation (includes LLC and LLP) ☐ Partnership ☐ Other (If debtor is not one of the above entities, check this box and state type of entity below.)	Nature of Business (Check one box) ☐ Health Care Business ☐ Single Asset Real Estate as defined in 11 U.S.C. § 101 (51B) ☐ Railroad ☐ Stockbroker ☐ Commodity Broker ☐ Clearing Bank ☐ Other	Chapter of Bankruptcy Code Under Which the Petition is Filed (Check one box) ☒ Chapter 7 ☐ Chapter 9 ☐ Chapter 11 ☐ Chapter 12 ☐ Chapter 13 ☐ Chapter 15 Petition for Recognition of a Foreign Main Proceeding ☐ Chapter 15 Petition for Recognition of a Foreign Nonmain Proceeding
Chapter 15 Debtors Country of debtor's center of main interests: Each country in which a foreign proceeding by, regarding, or against debtor is pending:	Tax-Exempt Entity (Check box, if applicable) ☐ Debtor is a tax-exempt organization under Title 26 of the United States Code (the Internal Revenue Code).	Nature of Debts (Check one box) ☒ Debts are primarily consumer debts, defined in 11 U.S.C. § 101(8) as "incurred by an individual primarily for a personal, family, or household purpose." ☐ Debts are primarily business debts.
Filing Fee (Check one box) ☒ Full Filing Fee attached ☐ Filing Fee to be paid in installments (applicable to individuals only). Must attach signed application for the court's consideration certifying that the debtor is unable to pay fee except in installments. Rule 1006(b). See Official Form 3A. ☐ Filing Fee waiver requested (applicable to chapter 7 individuals only). Must attach signed application for the court's consideration. See Official Form 3B.		Chapter 11 Debtors Check one box: ☐ Debtor is a small business debtor as defined in 11 U.S.C. § 101(51D). ☐ Debtor is not a small business debtor as defined in 11 U.S.C. § 101(51D). Check if: ☐ Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$2,343,300 (amount subject to adjustment on 4/01/13 and every three years thereafter). Check all applicable boxes: ☐ A plan is being filed with this petition. ☐ Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
Statistical/Administrative Information ☐ Debtor estimates that funds will be available for distribution to unsecured creditors. ☒ Debtor estimates that, after any exempt property is excluded and administrative expenses paid, there will be no funds available for distribution to unsecured creditors.		THIS SPACE IS FOR COURT USE ONLY
Estimated Number of Creditors ☒ 1-49 ☐ 50-99 ☐ 100-199 ☐ 200-999 ☐ 1,000-5,000 ☐ 5,001-10,000 ☐ 10,001-25,000 ☐ 25,001-50,000 ☐ 50,001-100,000 ☐ OVER 100,000		
Estimated Assets ☒ \$0 to \$50,000 ☐ \$50,001 to \$100,000 ☐ \$100,001 to \$500,000 ☐ \$500,001 to \$1 million ☐ \$1,000,001 to \$10 million ☐ \$10,000,001 to \$50 million ☐ \$50,000,001 to \$100 million ☐ \$100,000,001 to \$500 million ☐ \$500,000,001 to \$1 billion ☐ More than \$1 billion		
Estimated Liabilities ☐ \$0 to \$50,000 ☐ \$50,001 to \$100,000 ☐ \$100,001 to \$500,000 ☒ \$500,001 to \$1 million ☐ \$1,000,001 to \$10 million ☐ \$10,000,001 to \$50 million ☐ \$50,000,001 to \$100 million ☐ \$100,000,001 to \$500 million ☐ \$500,000,001 to \$1 billion ☐ More than \$1 billion		

Name of Debtor(s):
Springer, Ellen R.

(This page must be completed and filed in every case)

All Prior Bankruptcy Cases Filed Within Last 8 Years (If more than two, attach additional sheet)

Location
Where Filed: - None -

Case Number.

Date Filed:

Location
Where Filed:

Case Number:

Date Filed:

Pending Bankruptcy Case Filed by any Spouse, Partner, or Affiliate of this Debtor (If more than one, attach additional sheet)

Name of Debtor:
- None -

Case Number:

Date Filed:

District:

Relationship:

Judge:

Exhibit A

(To be completed if debtor is required to file periodic reports (e.g., forms 10K and 10Q) with the Securities and Exchange Commission pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 and is requesting relief under chapter 11.)

☐ Exhibit A is attached and made a part of this petition.

Exhibit B

(To be completed if debtor is an individual whose debts are primarily consumer debts.)

I, the attorney for the petitioner named in the foregoing petition, declare that I have informed the petitioner that [he or she] may proceed under chapter 7, 11, 12, or 13 of title 11, United States Code, and have explained the relief available under each such chapter. I further certify that I delivered to the debtor the notice required by 11 U.S.C. §342(b).

X *Is/* Barry N. Frank

September 25, 2012

Signature of Attorney for Debtor(s)

(Date)

Barry N. Frank

Exhibit C

Does the debtor own or have possession of any property that poses or is alleged to pose a threat of imminent and identifiable harm to public health or safety?

☐ Yes, and Exhibit C is attached and made a part of this petition.

No.

Exhibit D

(To be completed by every individual debtor. If a joint petition is filed, each spouse must complete and attach a separate Exhibit D.)

Exhibit D completed and signed by the debtor is attached and made a part of this petition.

If this is a joint petition:

☐ Exhibit D also completed and signed by the joint debtor is attached and made a part of this petition.

Information Regarding the Debtor - Venue

(Check any applicable box)

- ☒ Debtor has been domiciled or has had a residence, principal place of business, or principal assets in this District for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other District.
- ☐ There is a bankruptcy case concerning debtor's affiliate, general partner, or partnership pending in this District.
- ☐ Debtor is a debtor in a foreign proceeding and has its principal place of business or principal assets in the United States in this District, or has no principal place of business or assets in the United States but is a defendant in an action or proceeding [in a federal or state court] in this District, or the interests of the parties will be served in regard to the relief sought in this District.

Certification by a Debtor Who Resides as a Tenant of Residential Property

(Check all applicable boxes)

- ☐ Landlord has a judgment against the debtor for possession of debtor's residence. (If box checked, complete the following.)

(Name of landlord that obtained judgment)

(Address of landlord)

- ☐ Debtor claims that under applicable nonbankruptcy law, there are circumstances under which the debtor would be permitted to cure the entire monetary default that gave rise to the judgment for possession, after the judgment for possession was entered, and
- ☐ Debtor has included in this petition the deposit with the court of any rent that would become due during the 30-day period after the filing of the petition.
- ☐ Debtor certifies that he/she has served the Landlord with this certification. (11 U.S.C. § 362(f)).

Voluntary Petition*(This page must be completed and filed in every case)*

Name of Debtor(s):

Springer, Ellen R.**Signatures****Signature(s) of Debtor(s) (Individual/Joint)**

I declare under penalty of perjury that the information provided in this petition is true and correct.

[If petitioner is an individual whose debts are primarily consumer debts and has chosen to file under chapter 7] I am aware that I may proceed under chapter 7, 11, 12, or 13 of title 11, United States Code, understand the relief available under each such chapter, and choose to proceed under chapter 7. [If no attorney represents me and no bankruptcy petition preparer signs the petition] I have obtained and read the notice required by 11 U.S.C. §342(b).

I request relief in accordance with the chapter of title 11, United States Code, specified in this petition.

X /s/ Ellen R. SpringerSignature of Debtor **Ellen R. Springer****X**

Signature of Joint Debtor

Telephone Number (If not represented by attorney)

September 25, 2012

Date

Signature of Attorney***X /s/ Barry N. Frank**

Signature of Attorney for Debtor(s)

Barry N. Frank 10754

Printed Name of Attorney for Debtor(s)

The Law Firm of Barry N. Frank & Associates PC

Firm Name

440 West Street**3rd Floor****Fort Lee, NJ 07024**

Address

Email: **bnfrankesq@gmail.com****201-482-0633 Fax: 201-482-0631**

Telephone Number

September 25, 2012

Date

*In a case in which § 707(b)(4)(D) applies, this signature also constitutes a certification that the attorney has no knowledge after an inquiry that the information in the schedules is incorrect.

Signature of Debtor (Corporation/Partnership)

I declare under penalty of perjury that the information provided in this petition is true and correct, and that I have been authorized to file this petition on behalf of the debtor.

The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

X

Signature of Authorized Individual

Printed Name of Authorized Individual

Title of Authorized Individual

Date

Signature of a Foreign Representative

I declare under penalty of perjury that the information provided in this petition is true and correct, that I am the foreign representative of a debtor in a foreign proceeding, and that I am authorized to file this petition.

(Check only one box.)

☐ I request relief in accordance with chapter 15 of title 11, United States Code. Certified copies of the documents required by 11 U.S.C. §1515 are attached.

☐ Pursuant to 11 U.S.C. §1511, I request relief in accordance with the chapter of title 11 specified in this petition. A certified copy of the order granting recognition of the foreign main proceeding is attached.

X

Signature of Foreign Representative

Printed Name of Foreign Representative

Date

Signature of Non-Attorney Bankruptcy Petition Preparer

I declare under penalty of perjury that: (1) I am a bankruptcy petition preparer as defined in 11 U.S.C. § 110; (2) I prepared this document for compensation and have provided the debtor with a copy of this document and the notices and information required under 11 U.S.C. §§ 110(b), 110(h), and 342(b); and, (3) if rules or guidelines have been promulgated pursuant to 11 U.S.C. § 110(h) setting a maximum fee for services chargeable by bankruptcy petition preparers, I have given the debtor notice of the maximum amount before preparing any document for filing for a debtor or accepting any fee from the debtor, as required in that section. Official Form 19 is attached.

Printed Name and title, if any, of Bankruptcy Petition Preparer

Social-Security number (If the bankruptcy petition preparer is not an individual, state the Social Security number of the officer, principal, responsible person or partner of the bankruptcy petition preparer.) (Required by 11 U.S.C. § 110.)

Address

X

Date

Signature of bankruptcy petition preparer or officer, principal, responsible person, or partner whose Social Security number is provided above.

Names and Social-Security numbers of all other individuals who prepared or assisted in preparing this document unless the bankruptcy petition preparer is not an individual:

If more than one person prepared this document, attach additional sheets conforming to the appropriate official form for each person.

A bankruptcy petition preparer's failure to comply with the provisions of title 11 and the Federal Rules of Bankruptcy Procedure may result in fines or imprisonment or both. 11 U.S.C. §110; 18 U.S.C. §156.

B 1D (Official Form 1, Exhibit D) (12/09)

**United States Bankruptcy Court
Eastern District of New York**

In re Ellen R. Springer

Debtor(s)

Case No.
Chapter7

**EXHIBIT D - INDIVIDUAL DEBTOR'S STATEMENT OF COMPLIANCE WITH
CREDIT COUNSELING REQUIREMENT**

Warning: You must be able to check truthfully one of the five statements regarding credit counseling listed below. If you cannot do so, you are not eligible to file a bankruptcy case, and the court can dismiss any case you do file. If that happens, you will lose whatever filing fee you paid, and your creditors will be able to resume collection activities against you. If your case is dismissed and you file another bankruptcy case later, you may be required to pay a second filing fee and you may have to take extra steps to stop creditors' collection activities.

Every individual debtor must file this Exhibit D. If a joint petition is filed, each spouse must complete and file a separate Exhibit D. Check one of the five statements below and attach any documents as directed.

☒ 1. Within the 180 days before the filing of my bankruptcy case, I received a briefing from a credit counseling agency approved by the United States trustee or bankruptcy administrator that outlined the opportunities for available credit counseling and assisted me in performing a related budget analysis, and I have a certificate from the agency describing the services provided to me. *Attach a copy of the certificate and a copy of any debt repayment plan developed through the agency.*

☐ 2. Within the 180 days before the filing of my bankruptcy case, I received a briefing from a credit counseling agency approved by the United States trustee or bankruptcy administrator that outlined the opportunities for available credit counseling and assisted me in performing a related budget analysis, but I do not have a certificate from the agency describing the services provided to me. *You must file a copy of a certificate from the agency describing the services provided to you and a copy of any debt repayment plan developed through the agency no later than 14 days after your bankruptcy case is filed.*

☐ 3. I certify that I requested credit counseling services from an approved agency but was unable to obtain the services during the seven days from the time I made my request, and the following exigent circumstances merit a temporary waiver of the credit counseling requirement so I can file my bankruptcy case now. *[Summarize exigent circumstances here.]* _____

If your certification is satisfactory to the court, you must still obtain the credit counseling briefing within the first 30 days after you file your bankruptcy petition and promptly file a certificate from the agency that provided the counseling, together with a copy of any debt management plan developed through the agency. Failure to fulfill these requirements may result in dismissal of your case. Any extension of the 30-day deadline can be granted only for cause and is limited to a maximum of 15 days. Your case may also be dismissed if the court is not satisfied with your reasons for filing your bankruptcy case without first receiving a credit counseling briefing.

☐ 4. I am not required to receive a credit counseling briefing because of: *[Check the applicable statement.] [Must be accompanied by a motion for determination by the court.]*

☐ Incapacity. (Defined in 11 U.S.C. § 109(h)(4) as impaired by reason of mental illness or mental deficiency so as to be incapable of realizing and making rational decisions with respect to financial responsibilities.);

☐ Disability. (Defined in 11 U.S.C. § 109(h)(4) as physically impaired to the extent of being unable, after reasonable effort, to participate in a credit counseling briefing in person, by telephone, or through the Internet.);

☐ Active military duty in a military combat zone.

☐ 5. The United States trustee or bankruptcy administrator has determined that the credit counseling requirement of 11 U.S.C. § 109(h) does not apply in this district.

I certify under penalty of perjury that the information provided above is true and correct.

Signature of Debtor: /s/ Ellen R. Springer
Ellen R. Springer

Date: September 25, 2012

Certificate Number: 12459-NYE-CC-019264735



12459-NYE-CC-019264735

CERTIFICATE OF COUNSELING

I CERTIFY that on September 25, 2012, at 9:58 o'clock AM PDT, Ellen Springer received from Abacus Credit Counseling, an agency approved pursuant to 11 U.S.C. § 111 to provide credit counseling in the Eastern District of New York, an individual [or group] briefing that complied with the provisions of 11 U.S.C. §§ 109(h) and 111.

A debt repayment plan was not prepared. If a debt repayment plan was prepared, a copy of the debt repayment plan is attached to this certificate.

This counseling session was conducted by telephone.

Date: September 25, 2012 By: /s/Laura M Ahart

Name: Laura M Ahart

Title: Credit Counselor

* Individuals who wish to file a bankruptcy case under title 11 of the United States Bankruptcy Code are required to file with the United States Bankruptcy Court a completed certificate of counseling from the nonprofit budget and credit counseling agency that provided the individual the counseling services and a copy of the debt repayment plan, if any, developed through the credit counseling agency. See 11 U.S.C. §§ 109(h) and 521(b).

Abn Amro Mortgage Grou
Po Box 9438
Gaithersburg, MD 20898

Amc Mortgage Services
Po Box 11000
Santa Ana, CA 92711

Amex
Po Box 297871
Fort Lauderdale, FL 33329

Bac/Fleet-Bkcard
200 Tournament Dr
Horsham, PA 19044

Bank Of America
4161 Piedmont Pkwy
Greensboro, NC 27410

Bank Of America
Po Box 982235
El Paso, TX 79998

Cap One
Po Box 85520
Richmond, VA 23285

Chase
Po Box 15298
Wilmington, DE 19850

Chase
Po Box 15298
Wilmington, DE 19850

Chase
Po Box 15298
Wilmington, DE 19850

Chase
Po Box 15298
Wilmington, DE 19850

Chase
Po Box 15298
Wilmington, DE 19850

Chase Na
2500 Westfield Dr
Elgin, IL 60124

Citi
Po Box 6241
Sioux Falls, SD 57117

Citi
Po Box 6241
Sioux Falls, SD 57117

Citifinancial Mortgage
Po Box 9438
Gaithersburg, MD 20898

Citimortgage Inc
Po Box 9438
Gaithersburg, MD 20898

Discover Fin Svcs Llc
Po Box 15316
Wilmington, DE 19850

Eastern Savings Bank
Executive Plaza II
11350 McCormick Rd.
Hunt Valley, MD 21031

Elux/Cbna
Po Box 6497
Sioux Falls, SD 57117

Equable Ascent Financi
1120 W Lake Cook Rd Ste
Buffalo Grove, IL 60089

First Palm
Broad & Dekalb Street
Camden, SC 29020

G M A C
Po Box 105677
Atlanta, GA 30348

G M A C
Po Box 83
Garden City, NY 11530

Gecrb/Belk
Po Box 981491
El Paso, TX 79998

Gecrb/Jcp
Po Box 984100
El Paso, TX 79998

Gecrb/Old Navy
Po Box 981400
El Paso, TX 79998

Gecrb/Oldnav
Po Box 965005
Orlando, FL 32896

Gecrb/Pc Richard
Po Box 981439
El Paso, TX 79998

Gecrb/Pc Richard
Po Box 981439
El Paso, TX 79998

Gecrb/Shopnbc Plcc
Po Box 981400
El Paso, TX 79998

Hfc
Po Box 3425
Buffalo, NY 14240

Homeq Servicing
Po Box 13716
Sacramento, CA 95853

Hsbc Bank
Po Box 5253
Carol Stream, IL 60197

Hsbc Bank
Po Box 5253
Carol Stream, IL 60197

Macys/Fdsb
9111 Duke Blvd
Mason, OH 45040

Mcydsnb
9111 Duke Blvd
Mason, OH 45040

Mcydsnb
9111 Duke Blvd
Mason, OH 45040

Midland Funding
8875 Aero Dr Ste 200
San Diego, CA 92123

Natlgrid
Po Box 5026
Buffalo, NY 14205

Ocwen Loan Servicing L
12650 Ingenuity Dr
Orlando, FL 32826

Popular Mortgage Srvci
121 Woodcrest Rd
Cherry Hill, NJ 08003

Sears/Cbna
Po Box 6282
Sioux Falls, SD 57117

Thd/Cbna
Po Box 6497
Sioux Falls, SD 57117

Wellsfargo
34204 Van Dyke Ave Suite 1-I
Sterling Heights, MI 48312-4647

Wffinance
800 Walnut St
Des Moines, IA 50309

Wfnnb/Shopnbc
Po Box 182789
Columbus, OH 43218