

**APPELLANTS INITIAL BRIEF**

**BUY DELBERT R. TANGEMAN**

**RECEIVED**  
DEC 29 2017  
SC Court of Appeals

**DECEMBER 29, 2017**

*Delbert R. Tangeman*

**DELBERT R. TANGEMAN**  
**104 RIVERSIDE LANE**  
**DUNCAN, SOUTH CAROLINA 29334**  
**(864) 303-4282**

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APPELLANTS INITIAL BRIEF

THE STATE OF SOUTH CAROLINA  
IN THE COURT OF APPEALS

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SC Court of Appeals

APPEAL FROM SPARTANBURG COUNTY  
COURT OF COMMON PLEAS  
The Honorable Judge Gordan Cooper

C/A No.; 2017-002200

Wells Fargo Bank, N. A.; as Trustees for Bear Stearns Assit Backed Securities I Trust  
2004-BO1, Respondents

Betty L. Tangeman, Barry D. Malleck, and Alice R. Mallick, Donald C. Coggins, Jr.,  
and Delbert R. Tangeman, Defendants

Of whom Delbert R. Tangeman is the Appellant

INITIAL BRIEF

Upon defendant's motion to "open the case" heard by Honorable Judge Gordan Cooper September 25, 2017. Defendants received Judge Cooper's Order in our mail box Saturday, October 7, 2017, which denied defendant's motion to "Open the Case. Therefore Appellantes are appealing to the Court Of Appeals for justice. On Tuesday 10th of Oct. I ordered the Transcript by telephone. On the 12th of October I mailed the "NOTICE OF APPEAL" and the "PROOF OF SERVICE." on Friday the 13th of October those documents were clocked in at the S.C. COURT OF APPEALS, On Tuesday the 17th of October I picked up the Transcript from the local office of the MASTER IN EQUITY. I understand that I have thirty (30) days from the 17th to submit my brief which I am currently working on.

December 18th, 2017

*Delbert R. Tangeman*

Delbert R. Tangeman Pro Se 104 Riverside Lane, Duncan, SC 29334,  
864-303-4282, .....Appellate

Other Counsel of Record, John B. Kelchner, P.O. Box 8237, Col. SC 29202 Att. for  
Wells Fargo Bank as above.....Respondents, 803-726-2704

Clerk Of Court Spartanburg County. South Carolina (Personally delivered) 180 Magnolia  
St. Spartanburg, SC 29306

Donald C. Coggins, Attorney for the Mallicks P.O. Box 3547, Sptg., SC 29304

FORM 7  
PROOF OF SERVICE OF APPELLANT'S INITIAL BRIEF

THE STATE OF SOUTH CAROLINA  
IN THE COURT OF APPEALS

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APPEAL FROM SPARTANBURG COUNTY  
COURT OF COMMON PLEAS  
The Honorable Judge Gordan Cooper

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Wells Fargo Bank, N. A.; Trustees for Bear Stearns Assit Backed Securities I Trust  
2004-BO1, Rospondants

Betty L. Tangeman, Barry D. Mallick, and Alice R. Mallick, Donald C. Coggins, Jr.  
Attorney for the Mallicks, and Delbert R. Tangeman, Defendants

Of Whom Delbert R. Tangeman is the Appellate

**PROOF OF SERVICE**

Mail postage prepaid on December 29th, 2017, addressed to their Attorney of Record, I  
certify that I have served "**APPELLANTS BRIEF**", **AND**, "**DESIGNATION OF  
MATTER**" on Wells Fargo Bank by depositing a copy in the U.S. Postal Service to the  
following: John B. Kelchner at P.O. Box 8237, Columbia, SC, 29202

**December 29th, 2017,**

*Delbert R. Tangeman*  
Delbert R. Tangeman, Pro Se 104 Riverside Lane, Duncan, SC 29334, 864-303-4282,  
Appellate

Other Counsel of Record, John B. Kelchner, P.O. Box 8237, Col. SC 29202 Att. for Well  
Fargo Bank Respondents, 803-726-2704

Clerk of Court's office Spartanburg County 180 Magnolia Street Spartanburg, S.C. 2930

Donald C. Coggins Attorney for the Mallicks At P.O. Box 3547 Sptg, SC 28304

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FORM 14  
DESIGNATION OF MATTER TO BE  
INCLUDED IN THE RECORD ON APPEAL

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THE STATE OF SOUTH CAROLINA  
IN THE COURT OF APPEALS

APPEAL FROM SPARTANBURG COUNTY  
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Wells Fargo Bank, N. A.; as Trustees for Bear Stearns Assit Backed Securities I Trust  
2004-BO1, ..... Respondents

Betty L. Tangeman, Barry D. Malleck, and Alice R. Mallick, Donald C. Coggins, Jr.,  
and Delbert R.  
Tangeman, .....Defendants

Of whom Delbert R. Tangeman is the .....Appellant

**DESIGNATION OF MATTER TO BE  
INCLUDED IN THE RECORD ON APPEAL**

Appellant proposes the following be included in the record on Appeal

1. Order of May 5, 2017
2. Order of October 7, 2011 deny defendant's Motion to Open the Case
3. Transcript of Proceedings lines 9 and 11 p.3; p.2 lines 17-20; lines 2-5 p.5; p.  
4 lines 4-13 and 16-21 & exhibit # 2; lines 9-11, p. 3
4. Appellant's exhibits 1-6

I certify that this designation contains no matter which is irrelevant to this appeal

December 29, 2017

Delbert R. Tangeman  
104 Riverside Lane  
Duncan, SC 29334  
(864) 303-4282

### REGARDING THE ISSUE OF STANDING

Mr. Kelchner: (Lines 9 and 11 page 3) regarding "Standing." Plaintiff did not produce an original note to Defendant Tangeman (line 11 p.3 plaintiff stated "We had the original note at the hearing". **PLAINTIFF PURGERED HIMSELF!**) Plaintiff produced only this multipled copys. (ref. p.2, lines 17-20) When one starts coping multipule times, one can arrange a fake note any way one wishes. (no where in lines 4 thru 21 did the Plaintiff deny that statement.) The plaintiff did not produce the original note at the "Hearing" as he stated. **The statement was untrue! Was that Purgery? fraud or both? Rule 1.f-- was that an intent to decieve?** Therefore, without the original note, the plaintiff does not have standing.

### REGARDING REDACTIONS

The account number on the fraudlant note was blacked out, see attached "Note" as (Exhibit 1).

THE LAST 3 OR 4 DIDGETS of an account number should remain in order to show proof or originality of a note. **Too much redaction leades me to to be suspicious of the note's orrginality. The defendant is the one who must physically see the note. The last four didgits of my Social Security number is out there for every loan, bank account and credit accouts.**

**REGARDING ASSIGNMENTS ATTACHED TO THE NOTE**

Regarding the issue of assignments of the "note:" The court wrote (lines 2- 5 on page 5) said, "They were proper assignments of these documents to the present Plaintiff." This may true, my apology for making this an issue. BUT, WAS THE NOTE A FAKE? There were no staple marks on the note. The S.C. law Stats that "the note must have the allonges attached to it by staples, tape or by some common means". There was no evidence of any "common means" on the Note.

**REGARDING THE ISSUE OF THE DEFAULT DATE**

The three (3) year statue of limitation began at the date of default which was Jan. 7, 2008...see check at the bottom of exhibit 5.

(see Plaintiff words, page 4, lines 4-13 and lines 16-21 exhibit # 2 attached). The original

Summons was filed November 3, 2010, when the current docket No. ending in 05847 was first issued (see Exhibit # 3). The Plaintiff is simply using undocumented dates out of thin air and certainly much more than six (6) months. Like two (2) years and eleven (11) months not six (6) months as implied. Also see (Exhibit No. five (5)) Which confirms The the Jan. 7th, 2008 as beginning the date of Default. **HOWEVER, WELLS FARGO BANK AND ATTORNEY KELCHNER WITH THE HUTCHENS LAW FIRM DID NOT START ACTION UNTIL MAY 5, 2017 (SEE EXHIBIT 6)...THAT'S NINE (9 YEARS AND FIVE MONTH SINCE THE DATE OF DEFAULT!**

Roger Townson & Thomas Law firm reconstituted the No. as 10-CP-42-5847 which

began January 19, 2011. (see Exhibit No. three (3) That created two cases active at the same time...with the Bradley & Arant law firm from Charlotte, N.C. which case was heard by Judge Mark Hayes at about the same time.

**GMAC STARTED THE DEFAULT NOT THE TANGEMANS**

**(See Exhibit No. Four (4) Wherein**

1 GMAC began returning all of Tangemans checks as listed on Exhibit (4). Also see the bottom of **Exhibit No. (5) where the first check returned to the Tangemans was dated 01/07/2008.**

**REGARDING THE ISSUE OF INSURANCE**

From the beginning of the default which actually was January of 2008, **(Exhibit # 5)** GMAC began including fire and Hazard Insurance as did all the succeeding buyers of said note. If you multiply \$500 to \$700 per year for bank added insurance probably was more than \$10,000.00. So where is that hidden in those figures Well Fargo bank gave to attorney Kelchner? **(See Lines 9-11 page 3).**

**DECEMBER 29, 2017**

*Delbert R. Tangeman*

DELBERT R. TANGEMAN...104 RIVERSIDE LANE DINCAN, S.C. (864) 303-4282