

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM SPARTANBURG COUNTY.

Court of Common Pleas
Gordon G. Cooper, Master in Equity

Case No. 2012-CP-42-3027

Appellate Case No. 2017-001238

DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE FOR ARGENT SECURITIES INC.,
ASSET-BACKED PASS-THROUGH CERTIFICATES, SERIES 2004-W11..... RESPONDENT

v.

Geary Thomas Dooly, Eleanor S. Dooly and United States of America, Defendants

Of whom Geary Thomas Dooly is the APPELLANT

AMENDED RECORD ON APPEAL 2-2-2018

Geary-Thomas Dooly
c/o P.O.Box 3326 Spartanburg, South Carolina [29304]
Phone 864 978-3426
Appellant, pro se vivus

BROCK & SCOTT, PLLC
Genevieve S. Johnson (S.C. Bar No. 7480), et. al.
3800 Fernandina Road, Suite 110, Columbia, S.C. 29210, and

William Price Stork
2712 Middleburg Drive Suite 200, Columbia, S.C. 29204
Phone: 803-454-3540
Attorney(s) for Respondent

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7-1-13

FORM 4

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

JUDGMENT IN A CIVIL CASE
CASE NUMBER 2012CP4203027

Deutsche Bank National Trust Company	Argent Securities Inc	Geary Thomas Dooly United States Of America	Eleanor S Dooly
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), SCRCP;
 - ☐ Rule 41(a), SCRCP (Voluntary Dismissal);
 - ☐ Rule 43(k), SCRCP (Settled);
 - ☐ Other: _____
- ☐ ACTION STRICKEN (CHECK REASON):
 - ☐ Rule 40(j) SCRCP;
 - ☐ 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: _____

FILED
CLERK OF COURT
SPARTANBURG COUNTY
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H. HOPEBLACKLEY

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:

Counter claims dismissed + matter is referred to the Master in Equity for Spartanburg County

ORDER INFORMATION

This order ☐ ends ☒ does not end the case.

Additional Information for the Clerk:

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ROA-24 01

211

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

2135

Judge Code

Date

7/1/13

M. HOPE BLACKLEY

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CLERK OF COURT
SPARTANBURG COUNTY

For Clerk of Court Office Use Only

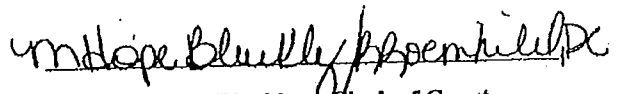
This judgment was entered on , and a copy mailed first class or placed in the appropriate attorney's box on , to attorneys of record or to parties (when appearing pro se) as follows:

Kimberly Newton Renaud 104 Pinnacle St. PO Box 1539
Clemson, SC 29631

George John Conits 55 Beattie Place, Ste. 700 Greenville,
SC 29601
Geary Thomas Dooly 690 Zion Hill Rd P O Box 3326
Spartanburg Sc 29304 Spartanburg, SC 29307
Eleanor S Dooly 690 Zion Hill Rd Po Box 3326 Spartanburg
Sc 29304 Spartanburg, SC 29307

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)


M Hope Blackley Clerk of Court

Court Reporter

ROA-30 02

R11

STATE OF SOUTH CAROLINA
COUNTY OF SPARTANBURG

IN THE COURT OF COMMON PLEAS

Deutsche Bank National Trust
Company, as Trustee for Argent
Securities, Inc., Asset-Backed Pass-
Through Certificates, Series 2004-W11,

Plaintiff,

vs.

Geary Thomas Dooly, Eleanor S. Dooly
and United States of America,

Defendants.

Civil Action No. 2012-CP-42-03027

ORDER

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SPARTANBURG COUNTY
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THIS MATTER CAME BEFORE THE COURT on Plaintiff Deutsche Bank National Trust Company, as Trustee for Argent Securities, Inc., Asset-Backed Pass Through Certificates, Series 2004-W11's ("Plaintiff") Motion to Dismiss Counterclaims of Geary Thomas Dooly and Eleanor S. Dooly (collectively "Defendants") and for Order for Reference to the Master in Equity. A hearing was held on Plaintiff's Motion on May 23, 2013. For the reasons that follow, the Court GRANTS Plaintiff's Motion to Dismiss Counterclaims of Defendants, but allows Defendants leave to amend their Answer within thirty (30) days of the date of this Order.

BACKGROUND

Plaintiff commenced this foreclosure action against Defendants in July 2012. Defendants, proceeding pro se, filed an Answer to Plaintiff's Complaint and purported to assert two counterclaims against Plaintiff. Liberally construing their pleading, Defendants allege that (1) Plaintiff lacks standing to maintain the instant foreclosure action against Defendants and (2) they are entitled to a recoupment. On January 10,

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p1

ROA-2403

2013, Plaintiff filed the instant Motion, contending that Defendants' counterclaims should be dismissed because they fail to state cognizable claims for relief and further requesting that this matter be referred to the Master in Equity pursuant to Rule 53(b) of the South Carolina Rules of Civil Procedure. Defendants filed a response opposing Plaintiff's Motion on January 31, 2013.

DISCUSSION

A motion to dismiss under Rule 12(b)(6) tests the legal sufficiency of a claim and should be granted if the claim does not set forth sufficient allegations entitling the party to relief. *Williams v. Condon*, 347 S.C. 227, 232-33, 553 S.E.2d 496, 499 (Ct. App. 2001). Although the court must accept the allegations of the [counterclaim], it is not permitted to read into the [counterclaim] unalleged facts. *Overcash v. S.C. Elec. & Gas Co.*, 364 S.C. 569, 572, 614 S.E.2d 619, 620 (2005). Rather, the "motion must be granted if the facts and inferences reasonably deducible from them show that [defendants] could not prevail on any theory of the case." *Gray v. State Farm Auto Co.*, 327 S.C. 646, 650-51, 492 S.E.2d 272, 274-75 (Ct. App. 1997).

Upon review, the Court concludes that Defendants' claims challenging Plaintiff's standing to pursue this foreclosure action and seeking a recoupment constitute affirmative defenses and fail to state affirmative claims for relief. See *Kohout v. Bank of America Home Loans*, Civil Action No. 10-cv-02811-PAB-CBS, 2011 WL 3798222, at *5 (D. Colo. July 29, 2011) (explaining that a debtor's claim challenging the standing of a party's right to foreclose constitutes "a defense to the foreclosure action and not an independent claim for relief"); *Tuloka Affiliates, Inc. v. Moore*, 275 S.C. 199, 202, 268 S.E.2d 293, 295 (1980) ("A recoupment, unlike a counterclaim, only reduces the

R11

plaintiff's claim; it does not allow recovery of an affirmative money judgment for any excess over that claim."); *Mullins Hosp. v. Squires*, 233 S.C. 186, 197, 104 S.E.2d 161, 166 (1958), *overruled on other grounds by McCall by Andrews v. Batson*, 285 S.C. 243, 249, 329 S.E.2d 741, 744 (1985) ("Recoupment . . . is the right of the defendant to cut down or diminish the claim of the plaintiff in consequence of his failure to comply with some provision of the contract sought to be enforced, or because he has violated some duty imposed upon him by law in the making or performance of that contract."). Defendants are unable to convert an affirmative defense to Plaintiff's allegations into an independent counterclaim where no such cause of action is recognized under South Carolina law. *See Cole Vision Corp. v. Hobbs*, 394 S.C. 144, 153-54, 714 S.E.2d 537, 542 (2011). Accordingly, Defendants' purported counterclaims fail to state a claim for which relief can be granted, and therefore, the Court grants Plaintiff's Motion to Dismiss.

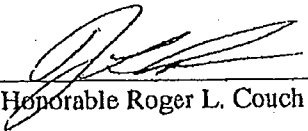
However, because Defendants are proceeding pro se, the Court grants the leave to amend their Answer within thirty (30) days of the date of this Order. Plaintiff may renew its request to refer this matter to the Master in Equity after Defendants have filed and served their amended pleading.

THEREFORE, IT IS ORDERED THAT Plaintiff's Motion to Dismiss Counterclaims of Defendants is granted. **IT IS FURTHER ORDERED** that Defendants shall have thirty (30) days from the date of this Order to file and serve an amended answer and that Plaintiff may renew its request for referral of this matter to a Master in Equity after Defendants have filed their amended pleading.

26

IT IS SO ORDERED

~~June~~ May 31, 2013
7/1/13


The Honorable Roger L. Couch

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SPARTANBURG COUNTY
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M. HOPE BLACKLEY

A-34
12-31-13

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

FORM 4

JUDGMENT IN A CIVIL CASE

CASE NO. 2012 CP-42-03027

Deutsche Bank National Trust Company, as Trustee for

Geary Thomas Dooly, Eleanor S. Dooly and

Argent Securities, Inc., Asset-Backed Pass-
Through Certificates, Series 2004-W11

United States of America

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: Sarah R. Anderson

Attorney for : ☒ Plaintiff ☐ Defendant
or
☐ 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. ☐ See Page 2 for additional information.
- ☐ **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 :

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.

A-34

Circuit Court Judge

Judge Code

Date

For Clerk of Court Office Use Only

This judgment was entered on the 31 day of DEC, 20 13 and a copy mailed first class or placed in the appropriate attorney's box on this 31 day of DEC, 20 13 to attorneys of record or to parties (when appearing pro se) as follows:

Nelson, Mullins, Riley & Scarborough, LLP
Sarah R. Anderson, Esquire
Giles M. Schanen, Jr., Esquire
Post Office Box 10084
Greenville, SC 29603

Geary Thomas Dooly
c/o Post Office Box 3326
Spartanburg, South Carolina [29304]

ATTORNEY(S) FOR THE DEFENDANT(S)
M. Hope Blackley / M. Hope Blackley
CLERK OF COURT

[Handwritten signature]
OC

Attorneys for Plaintiff

Court Reporter

ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS REFERENCED ON PAGE 1.

This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

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SPARTANBURG COUNTY
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M. HOPE BLACKLEY

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A 34
STATE OF SOUTH CAROLINA)

COUNTY OF SPARTANBURG)

BEFORE THE MASTER IN EQUITY

Deutsche Bank National Trust)
Company, as Trustee for Argent)
Securities, Inc., Asset-Backed Pass-)
Through Certificates, Series 2004-W11,)

Plaintiff,)

vs.)

Geary Thomas Dooly, Eleanor S. Dooly)
and United States of America,)

Defendants.)

Civil Action No. 2012-CP-42-03027

ORDER

This matter came before the Court on Plaintiff Deutsche Bank National Trust Company, as Trustee for Argent Securities, Inc., Asset-Backed Pass Through Certificates, Series 2004-W11's ("Plaintiff") Motion to Dismiss Counterclaims of Defendants Geary Thomas Dooly and Eleanor S. Dooly (collectively "Defendants"). A hearing was held on Plaintiff's Motion on December 11, 2013, attended by the Plaintiff's attorneys of record and Defendant Geary Thomas Dooly proceeding *pro se* on behalf of Defendants. For the reasons that follow, the Court GRANTS Plaintiff's Motion to Dismiss Counterclaims of Defendants and dismisses Defendants' counterclaims with prejudice.

BACKGROUND

Plaintiff commenced this foreclosure action against Defendants in July 2012. Defendants, proceeding *pro se*, filed an Answer to Plaintiff's Complaint and purported to assert two counterclaims against Plaintiff. Liberally construing their pleading, Defendants alleged that: (1) Plaintiff lacks standing to maintain the instant foreclosure action against Defendants; and (2) Defendants are entitled to a recoupment. On January 10, 2013, Plaintiff filed a motion to dismiss

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THOMAS BLACKLEY

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36

A 34
Defendants' counterclaims on the grounds that they failed to state cognizable claims for relief, and requested that this matter be referred to the Master in Equity pursuant to Rule 53(b) of the South Carolina Rules of Civil Procedure. Defendants filed a response opposing Plaintiff's Motion on January 31, 2013.

This motion was heard before Judge Roger L. Couch on May 23, 2013. Liberally construing Defendants' pleading, Judge Couch issued an Order on July 1, 2013 dismissing Defendants' counterclaims for failure to state affirmative claims for relief, granting Plaintiff's motion to dismiss, referring this case to the undersigned Master in Equity. Additionally, because Defendants were proceeding *pro se*, Judge Couch gave Defendants leave to amend their answer within thirty (30) days of the date of his Order to assert new counterclaims.

Defendants subsequently filed a pleading entitled "Defendant's Counterclaim, 3rd Amended Counterclaim, as Answer to Counterclaim/Plaintiff's Complaint" ("Amended Answer and Counterclaims") on June 20, 2013. In this pleading, Defendants asserted the same two (2) causes of action that were previously dismissed by Judge Couch. On August 1, 2013, Plaintiff filed the instant Motion, contending that Defendants' counterclaims should be dismissed because they are the same counterclaims dismissed by Judge Couch, whose ruling on those claims is the law of the case, and also because Defendants' counterclaims fail to state cognizable claims for relief for the same reasons asserted in Plaintiffs' first motion to dismiss.

DISCUSSION

A motion to dismiss under Rule 12(b)(6) tests *the legal sufficiency* of a claim and should be granted if the claim does not set forth sufficient allegations entitling the party to relief. *Williams v. Condon*, 347 S.C. 227, 232-33, 553 S.E.2d 496, 499 (Ct. App. 2001). Although the court must accept the allegations of the claim, it is not permitted to read into the claim unalleged

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facts. *Overcash v. S.C. Elec. & Gas Co.*, 364 S.C. 569, 572, 614 S.E.2d 619, 620 (2005); *Rice-Marko v. Wachovia Corp.*, 398 S.C. 301, 307, 728 S.E.2d 61, 64–65 (Ct. App. 2012). Rather, the “motion must be granted if the facts and inferences reasonably deducible from them show that the [defendants] could not prevail on any theory of the case.” *Gray v. State Farm Auto Ins. Co.*, 327 S.C. 646, 650–51, 492 S.E.2d 272, 274–75 (Ct. App. 1997).

Upon a careful review of Defendants’ Amended Answer and Counterclaims and after hearing oral argument, the Court concludes that Defendants’ counterclaims challenging Plaintiff’s standing to pursue this foreclosure action and seeking recoupment are the same claims that Defendants alleged in their original complaint. Judge Couch previously dismissed these claims in his Order of July 1, 2013, finding they constituted affirmative defenses and failed to state affirmative claims for relief. Unappealed, Judge Couch’s order became the law of the case. *See ML-Lee Acquisition Fund, L.P. v. Deloitte & Touche*, 327 S.C. 238, 241, 489 S.E.2d 472, 473 (1997) (“There was no appeal of the master’s ruling This unappealed ruling is the law of the case.” (citing *In re: Morrison*, 321 S.C. 370, 468 S.E.2d 651 (1996))); *Mickle v. Blackmon*, 255 S.C. 136, 142, 255 S.E.2d 548, 550 (1970) (holding “the law of the case means only that neither party can challenge the soundness of the doctrine, where applicable, in subsequent proceedings in the same cause”). Therefore, Defendants’ purported counterclaims fail to state a claim for which relief can be granted and are hereby dismissed with prejudice.

Moreover, the Court agrees with Judge Couch’s prior ruling that Defendants’ counterclaims challenging Plaintiff’s standing to pursue this foreclosure action and seeking a recoupment constitute affirmative defenses and fail to state affirmative claims for relief. *See Kohout v. Bank of America Home Loans*, No. 10-cv-02811, 2011 WL 3798222, at *5 (D. Colo. July 29, 2011) (explaining that a debtor’s claim challenging the standing of a party’s right to

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M. J. BLANCHARD
ROA-11
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foreclose constitutes "a defense to the foreclosure action and not an independent claim for relief"); *Tuloka Affiliates, Inc. v. Moore*, 275 S.C. 199, 202, 268 S.E.2d 293, 295 (1980) ("A recoupment, unlike a counterclaim, only reduces the plaintiff's claim; it does not allow recovery of an affirmative money judgment for any excess over that claim."); *Mullins Hosp. v. Squires*, 233 S.C. 186, 197, 104 S.E.2d 161, 166 (1958), *overruled on other grounds by McCall by Andrews v. Batson*, 285 S.C. 243, 249, 329 S.E.2d 741, 744 (1985) ("Recoupment . . . is the right of the defendant to cut down or diminish the claim of the plaintiff in consequence of his failure to comply with some provision of the contract sought to be enforced, or because he has violated some duty imposed upon him by law in the making or performance of that contract.").

Defendants are unable to convert an affirmative defense to Plaintiff's allegations into an independent counterclaim where no such cause of action is recognized under South Carolina law.

See *Cole Vision Corp. v. Hobbs*, 394 S.C. 144, 153-54, 714 S.E.2d 537, 542 (2001).

Accordingly, Defendants' purported counterclaims fail to state a claim for which relief can be

granted, and therefore, the Court grants Plaintiff's Motion to Dismiss Defendants' counterclaims

with prejudice.

THEREFORE, IT IS ORDERED THAT Plaintiff's Motion to Dismiss Counterclaims of Defendants is granted and Defendants Geary Thomas Dooly and Eleanor S. Dooly's counterclaims are dismissed with prejudice.

IT IS SO ORDERED.



Gordon G. Cooper
Master in Equity for Spartanburg County

Spartanburg, South Carolina
December 31, 2014

A CERTIFIED COPY
M. Hope Blackley
CLERK OF COURT
SPARTANBURG COUNTY
BY: [Signature]
DATED: 12-31-14

ROA-117-6

#4


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SPARTANBURG COUNTY
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M. HOPE BLACKLEY

FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2012-CP-42-03027

Deutsche Bank National Trust Company, as Trustee for
Argent Securities Inc., Asset-Backed Pass-Through
Certificates, Series 2004-W11

Geary Thomas Dooly; Eleanor S. Dooly; United States of
America

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: Brock & Scott, PLLC
Westpark Center
3800 Fernandina Road Suite 110
Columbia, SC 29210

Attorney for : ☒ Plaintiff ☐ Defendant
or
☐ 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
- ☐ **STAYED DUE TO BANKRUPTCY**
- ☐ **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

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)
Deutsche Bank National Trust Company, as Trustee for Argent Securities Inc., Asset-Backed Pass-Through Certificates, Series 2004-W11	Geary Thomas Dooly and Eleanor S. Dooly	To be determined upon completion of foreclosure sale
If applicable, describe the property, including tax map information and address, referenced in the order:		

File reference: 15-17508

ROA13

ALL that certain piece, parcel or lot of land, lying and being situate in the State of South Carolina, County of Spartanburg, being shown and designated as a portion of Lot No. 7, being shown and designated on a survey for Dunagin Estates prepared by W.N. Willis, Professional Land Surveying, dated May 06, 1969 and recorded in the Register of Deeds Office for Spartanburg County in Plat Book 60 at Page 82-84, and more fully described as follows:

BEGINNING at a metal cap at the center of the intersection of two county roads and running thence South 28 West 250 feet to a metal cap at the corner with Lot No. 8; thence with line of Lot No. 8 North 62 West 275 feet to a point; thence North 28 East 250 feet more or less to a point on the county road; thence with the county road South 62 East 275 feet to the beginning corner.

Being the same property conveyed to Eleanor S. Dooly by Deed of Southern Bank and Trust Company dated November 27, 1979 recorded November 27, 1979 in Book 47-A at Page 75 in the records for Spartanburg County, South Carolina.

Thereafter Eleanor S. Dooly conveyed her interest to Eleanor S. Dooly and Geary Thomas Dooly by Deed dated July 30, 2004 and recorded August 18, 2004 in Book 80-Z at Page 635, in the records for Spartanburg County, South Carolina.

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. E-Filing Note: In E-Filing counties, the Court will electronically sign this form using a separate electronic signature page.**

Circuit Court Judge

Judge Code

Date

For Clerk of Court Office Use Only

This judgment was entered on the ____ day of ____, 2017 and a copy mailed first class or placed in the appropriate attorney's box on this ____ day of ____, 2017 to attorneys of record or to parties (when appearing pro se) as follows:

Brock & Scott, PLLC
Westpark Center
3800 Fernandina Road Suite 110
Columbia, SC 29210

ATTORNEY(S) FOR THE PLAINTIFF(S)

Geary Thomas Dooly; Eleanor S. Dooly; United States of America

ATTORNEY(S) FOR THE DEFENDANT(S)

CLERK OF COURT

Court Reporter:

E-Filing Note: In E-Filing counties, the date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgment to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRPC.

File reference: 15-17508

ROA/4

**ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS
REFERENCED ON PAGE 1.**

This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

ROA 15

NOTICE OF SALE

NOTICE OF SALE CIVIL ACTION NO. 2012-CP-42-03027 BY VIRTUE of the decree heretofore granted in the case of: Deutsche Bank National Trust Company, as Trustee for Argent Securities Inc., Asset-Backed Pass-Through Certificates, Series 2004-W11 vs. Geary Thomas Dooly; Eleanor S. Dooly; United States of America, the undersigned Master In Equity for Spartanburg County, South Carolina, will sell on July 3, 2017 at 11:00AM, at the Spartanburg County Courthouse, City of Spartanburg, State of South Carolina, to the highest bidder:

ALL THAT CERTAIN PIECE, PARCEL OR LOT OF LAND, LYING AND BEING SITUATE IN THE STATE OF SOUTH CAROLINA, COUNTY OF SPARTANBURG, BEING SHOWN AND DESIGNATED AS A PORTION OF LOT NO. 7, BEING SHOWN AND DESIGNATED ON A SURVEY FOR DUNAGIN ESTATES PERPAED BY W.N. WILLIS, PROFESSIONAL LAND SURVEYING, DATED MAY 06, 1969 AND RECORDED IN THE REGISTER OF DEEDS OFFICE FOR SPARTANBURG COUNTY IN PLAT BOOK 60 AT PAGE 82-84, AND MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT A METAL CAP AT THE CENTER OF THE INTERSECTION OF TWO COUNTY ROADS AND RUNNING THENCE SOUTH 28 WEST 250 FEET TO A METAL CAP A THE CORNER WITH LOT NO. 8; THENCE WITH LINE OF LOT NO. 8 NORTH 62 WEST 275 FEET TO A POINT; THENCE NORTH 28 EAST 250 FEET MORE OR LESS TO A POINT ON THE COUNTY ROAD; THENCE WITH THE COUNTY ROAD SOUTH 62 EAST 275 FEET TO THE BEGINNING CORNER.

BEING THE SAME PROPERTY CONVEYED TO ELEANOR S. DOOLY BY DEED OF SOUTHERN BANK AND TRUST COMPANY DATED NOVEMBER 27, 1979 RECORDED NOVEMBER 27, 1979 IN BOOK 47-A AT PAGE 75 IN THE

RECORDS FOR SPARTANBURG COUNTY, SOUTH CAROLINA.

THEREAFTER ELEANOR S. DOOLY CONVEYED HER INTEREST TO ELEANOR S. DOOLY AND GEARY THOMAS DOOLY BY DEED DATED JULY 30, 2004 AND RECORDED AUGUST 18, 2004 IN BOOK 80-Z AT PAGE 635, IN THE RECORDS FOR SPARTANBURG COUNTY, SOUTH CAROLINA.

CURRENT ADDRESS OF PROPERTY: 690 Zion Hill Road, Spartanburg, SC 29307

TMS: 7-14-00-010.15

TERMS OF SALE: The successful bidder, other than the Plaintiff, will deposit with the Master In Equity, at conclusion of the bidding, five percent (5%) of his bid, in cash or equivalent, as evidence of good faith, same to be applied to the purchase price in case of compliance, but to be forfeited and applied first to costs and then to the Plaintiff's debt in the case of non-compliance. Should the last and highest bidder fail to comply with the other terms of the bid within thirty (30) days, then the Master In Equity may re-sell the property on the same terms and conditions on some subsequent Sales Day (at the risk of the said highest bidder). Deficiency judgment being demanded, the bidding will not be closed on the day of sale but will remain open for a period of thirty (30) days as provided by law. Plaintiff is demanding a deficiency, the Plaintiff may waive any of its rights, including its right to a deficiency judgment, prior to sale. Purchaser to pay for documentary stamps on the Deed. The successful bidder will be required to pay interest on the amount of the balance of the bid from date of sale to date of compliance with the bid at the rate of 7.25% per annum. The sale shall be subject to taxes and assessments, existing easements and restrictions, easements and restrictions of record and any other senior encumbrances. If the United States is named as a Defendant, the sale shall be subject to the United States right of redemption pursuant to 28 U.S.C. § 2410(c). If the United States is named as a Defendant, the sale shall be subject to the United States (non-IRS) 1 (one) year right of redemption pursuant to 28 U.S.C. § 2410(c).

In the event an agent of Plaintiff does not appear at the time of sale, the within property shall

File reference: 15-17508

ROA/17

be withdrawn from sale and sold at the next available sales date upon the terms and conditions as set forth in the Judgment of Foreclosure and Sale or such terms as may be set forth in a supplemental order.

The Honorable Gordon G. Cooper
Master In Equity for Spartanburg County

Brock & Scott, PLLC
3800 Fernandina Road, Suite 110
Columbia, SC 29210



Spartanburg Common Pleas

Case Caption: Deutsche Bank National Trust Company , plaintiff, et al VS Geary
Thomas Dooly , defendant, et al
Case Number: 2012CP4203027
Type: Master/Order/Foreclosure & Sale and Form 4

It is So Ordered

s/Judge Gordon G Cooper-3065

Electronically signed on 2017-05-16 10:53:43 page 19 of 19

ROA/19

STATE OF SOUTH CAROLINA
COUNTY OF SPARTANBURG

Deutsche Bank National Trust Company, as
Trustee for Argent Securities Inc., Asset-Backed
Pass-Through Certificates, Series 2004-W11,

Plaintiff,

vs.

Geary Thomas Dooly; Eleanor S. Dooly; United
States of America,

Defendant(s).

IN THE COURT OF COMMON PLEAS

C/A NO.: 2012-CP-42-03027

CERTIFICATE OF SERVICE BY MAIL

The undersigned hereby certifies that she is an employee of Brock & Scott, PLLC, and is a person of such age and discretion to be competent to serve papers.

That on the 1st day of June, 2017, she served a copy of the below listed document(s) by placing said copy in a postage paid envelope addressed to each of the following persons at the address stated below, which is the last known address, and by depositing said envelope and contents in the U.S. Mail.

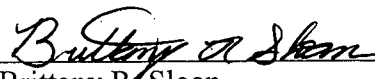
Documents: Filed Judgment, Filed Form 4 and Filed Notice
of Sale

Party(ies) Served:

Geary Thomas Dooly
PO Box 3326
Spartanburg, SC 29307

Eleanor S. Dooly
PO Box 3326
Spartanburg, SC 29307

United States of America
George John Conits
55 Beattie Place, Suite 700
Greenville, SC 29601


Brittany R. Sloan
Litigation Paralegal
Brock & Scott, PLLC

Columbia, South Carolina

STATE OF SOUTH CAROLINA
COUNTY OF SPARTANBURG

Deutsche Bank National Trust Company,
as Trustee for Argent Securities Inc.,
Asset-Backed Pass-Through Certificates,
Series 2004-W11,

Plaintiff,

v.

Geary Thomas Dooly; Eleanor S. Dooly;
United States of America,
Defendant(s)

IN THE COURT OF COMMON PLEAS
CASE NO.: 2012-CP-42-03027

**MASTER IN EQUITY'S ORDER AND JUDGMENT OF
FORECLOSURE AND SALE AND REFORMATION OF
MORTGAGE**

**(GRANTING PLAINTIFF'S MOTION FOR
SUMMARY JUDGMENT)**

**DEFICIENCY DEMANDED AS TO DEFENDANT(S)
GEARY THOMAS DOOLY AND ELEANOR S.
DOOLY**

Pursuant to Rule 53 of the South Carolina Rules of Civil Procedure (hereinafter "SCRCF"), the above-entitled matter was referred to the undersigned Master In Equity to make appropriate findings of fact and conclusions of law, with authority to enter a final Judgment in the cause. Any appeal from the decision of the Master In Equity shall be directly to the South Carolina Court of Appeals or Supreme Court.

Pursuant to the said reference, a hearing was held, a record was made, which is reported herewith, and from the testimony and evidence, I find and conclude as follows:

FINDINGS OF FACT:

1. The Lis Pendens was filed on June 21, 2012.
2. The Summons and Complaint were filed on June 21, 2012.
3. Service was made upon the Defendants named in this Report as is shown by the proofs of service filed herein.
4. According to an Affidavit filed herein, no Defendant in default is in the military service of the United States of America, as contemplated under the Servicemembers'

File reference: 15-17508

CID473185

DID200351

ROA21

Civil Relief Act fka Soldiers' and Sailors' Civil Relief Act of 1940, and any amendments thereto.

5. The Plaintiff's Motion for Summary Judgment was filed on March 24, 2017.
6. The Defendants were notified of the time, date and place of hearing in this matter.
7. For value received, Geary Thomas Dooly and Eleanor S. Dooly made, executed and delivered a Note, dated July 30, 2004, promising thereby to pay to the order of Argent Mortgage Company, LLC the sum of \$152,800.00 with interest at the rate of 7.25% per annum (hereinafter "Note"). Other terms and conditions are stated in the Note, which is of record herein.
8. To better secure the payment of the Note described above, the said Geary Thomas Dooly and Eleanor S. Dooly made, executed and delivered a mortgage to Argent Mortgage Company, LLC, in writing, dated July 30, 2004, covering real property in Spartanburg County, which is the same as that described in the Complaint. The Mortgage was recorded on August 18, 2004, and is of record in the Spartanburg County Registry in Book 3286 at Page 698.
9. This Mortgage constitutes a valid first lien on the subject property.
10. Thereafter, the Mortgage was assigned to Deutsche Bank National Trust Company, As Trustee For, Argent Securities Inc. Asset-Backed Pass-Through Certificates, Series 2004-W11, Under The Pooling And Servicing Agreement Dated October 10, 2004 by assignment recorded on February 24, 2009 in Book 4187 at Page 457.
11. According to testimony, due to inadvertence and/or scrivener's error, the legal description attached to the Warranty Deed recorded August, 18, 2004 in Book 80-Z at Page 635 is incomplete and does not describe all of the intended collateral.

INCORRECT LEGAL

ALL that certain piece, parcel or lot of land, lying and being situate in the State of South Carolina, County of Spartanburg, being shown and designated as Lot portion of Lot No. 7, being shown and designated on a survey for Dunagin Estates prepared by W. N. Willis, Professional Land Surveying, dated May 06, 1969 and recorded in the Register of Deeds Office for Spartanburg County in Plat Book 60 at Page 82-84. For more complete and accurate description refer to the above reference plat.

BEING the same property conveyed to Eleanor S. Dooly from Southern Bank and Trust Company by Deed dated November 27, 1979 recorded November 27, 1979 in Deed.

CORRECT LEGAL

ALL that certain piece, parcel or lot of land, lying and being situate in the State of South Carolina, County of Spartanburg, being shown and designated as a portion of Lot No. 7, being shown and designated on a survey for Dunagin Estates prepared by W. N. Willis, Professional Land Surveying, dated May 06, 1969 and recorded in the Register of Deeds Office for Spartanburg County in Plat Book 60 at Page 82-84, and more fully described as follows:

BEGINNING at a metal cap at the center of the intersection of two county roads and running thence South 28 West 250 feet to a metal cap at the corner with Lot No. 8; thence with line of Lot No. 8 North 62 West 275 feet to a point; thence North 28 East 250 feet more or less to a point on the county road; thence with the county road South 62 East 275 feet to the beginning corner.

Dated November 27, 1979 recorded November 27, 1979, in Deed Book 47-A, Page 75, in the official records for Spartanburg County, South Carolina.

Thereafter Eleanor S. Dooly conveyed her interest to Eleanor S. Dooly and Geary Thomas Dooly by deed dated July 30, 2004 and recorded August 18, 2004, in Deed Book 80-Z, Page 635, in the official records for Spartanburg County, South Carolina.

12. The Plaintiff is informed and believes that it is entitled a reformation of the above referenced Warranty Deed to correct the legal description to conform with the intention of the parties and the public records.
13. According to testimony, due to inadvertence and/or scrivener's error, the legal description attached to the Mortgage recorded August 18, 2004 in Book 3286 at page 698 is incomplete and does not describe all of the intended collateral.

INCORRECT LEGAL

ALL that certain piece, parcel or lot of land, lying and being situate in the State of South Carolina, County of Spartanburg, being shown and designated as Lot portion of Lot No. 7, being shown and designated on a survey for Dunagin Estates prepared by W. N. Willis, Professional Land Surveying, dated May 06, 1969 and recorded in the Register of Deeds Office for Spartanburg County in Plat Book 60 at Page 82-84. For more complete and accurate description refer to the above reference plat.

BEING the same property conveyed to Eleanor S. Dooly from Southern Bank and Trust Company by Deed dated November 27, 1979 recorded November 27, 1979 in Deed.

CORRECT LEGAL

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BEGINNING at a metal cap at the center of the intersection of two county roads and running thence South 28 West 250 feet to a metal cap at the corner with Lot No. 8; thence with line of Lot No. 8 North 62 West 275 feet to a point; thence North 28 East 250 feet more or less to a point on the county road; thence with the county road South 62 East 275 feet to the beginning corner.

Dated November 27, 1979 recorded November 27, 1979, in Deed Book 47-A, Page 75, in the official records for Spartanburg County, South Carolina.

Thereafter Eleanor S. Dooly conveyed her interest to Eleanor S. Dooly and Geary Thomas Dooly by deed dated July 30, 2004 and recorded August 18, 2004, in Deed Book 80-Z, Page 635, in the official records for Spartanburg County, South Carolina.

14. The Plaintiff is informed and believes that it is entitled a reformation of the above referenced Mortgage to correct the legal description to conform with the intention of the parties and the public records.
15. As required by South Carolina Supreme Court Administrative Order 2009-05-22-01 (hereinafter, "the Administrative Order"), Plaintiff states that this loan is owned or guaranteed by Fannie Mae, or it is owned or guaranteed by FHLMC, or the Servicer

has signed an agreement to participate in the Home Affordable Modification Program (hereinafter, "the HAMP"); however, Plaintiff alleges upon information and belief, that the loan is not subject to modification under the HAMP as contemplated under the Administrative Order because the Borrower(s) failed to respond to the HAMP inquiries or failed to provide the necessary supporting documentation.

Furthermore, Plaintiff complied with Administrative Order 2011-05-02-1 issued by the South Carolina Supreme Court.

16. The titleholder of record of the Property as of the filing of the Lis Pendens in this action was Geary Thomas Dooly.
17. Payment due on the Note has not been made as provided for therein, and the Plaintiff, as the holder thereof, has elected to accelerate payment of the entire indebtedness and has placed the Note and Mortgage in the hands of its attorney of record herein for collection.
18. Having considered the nature, extent and difficulty of the services rendered (the field of mortgage foreclosures being a specialized area of practice); the time involved in reviewing the various loan documents, performing the title search, preparing the pleadings and preparing for and attending hearings; the professional standing of the Plaintiff's attorney; the fee customarily charged in this jurisdiction for similar services; and the beneficial results obtained for the Plaintiff, I find that the sum of \$3,517.50 is a reasonable attorney's fee for the Plaintiff's attorney for services performed and anticipated to be performed until final adjudication of the within action, under the terms of the note and mortgage. Services anticipated to be performed until final adjudication contemplates completion of this matter within a reasonable time and does

not include exceptional, unanticipated circumstances delaying conclusion beyond the normal time. The amount due and owing on the Note and Mortgage, with interest at the rate provided in the Note, and other costs and expenses of collection, including attorney's fees, secured by the Note and Mortgage, is as follows:

Principal due as of today's date:	05/16/2017	\$ 139,007.65
Accrued interest from:	01/01/2012 to: 12/30/2016	\$ 50,362.40
Accruing at:	7.25% per annum	
Advancements to Escrow		\$ 14,199.52
Corporate Advances		\$ 3,053.04
Late charges:		\$ 2,593.91
Other charges:		\$ 0.00
Costs of collection prior to hearing:		\$ 33.66
Attorney's fees:		\$ 3,517.50

Total Debt secured by Note and Mortgage, including interest to date is \$212,767.68.

Interest for the period from the date shown above through the date of this judgment, at above stated rate, to be added to the above stated "Total Debt" to comprise the amount of the Judgment debt entered herein, and interest after the date of Judgment at the rate of 7.25% per annum, the Note's current rate, pursuant to the terms of the Note and Mortgage on the judgment debt should be added to such judgment debt to comprise the amount of the Plaintiff's debt secured by the Mortgage through the date to which such interest is computed.

19. The Plaintiff is seeking foreclosure of its Mortgage and has, in the Complaint or subsequently thereto in writing, expressly Demanded the right to a personal or deficiency Judgment pursuant to Rule 71(b), SCRCF.

20. The Defendant(s), below listed, claim or may claim liens upon or interests in the subject property; and in the event there is a surplus from the sale of the subject

property, the validity, priority and amount of any such lien claims will be determined at a hearing subsequent to the sale, in accordance with Rule 71(c), SCRCP. The said

Defendants and such claims or liens are as follows:

- A. The Defendant, the United States of America, acting through its agency, Department of Treasury - Internal Revenue Service, has or may claim to have some interest in the subject property by virtue of a federal tax lien, against Geary Thomas Dooly, in the original principal amount of \$0.00, which lien was recorded/filed in the Spartanburg County Records on January 21, 2011 in Book 14 at Page 209. Said lien is junior and subordinate to Plaintiff's mortgage and is hereby removed from the title to the Property upon the completion of a properly held foreclosure sale of the Property.

Pursuant to Section 2410(c), Title 28, United States Code, the Defendant, United States of America, has a right of redemption on proper application to redeem the within property for 1 (one) year from the date of sale of the subject property.

CONCLUSIONS OF LAW: I, therefore, conclude as follows:

1. The Plaintiff's Motion for Summary Judgment should be granted and the Plaintiff should have judgment of foreclosure of its Mortgage; and the Property should be ordered sold at public auction after due advertisement.
2. The Warranty Deed and Mortgage legal descriptions should be reformed as stated in paragraphs 11-14 above.
2. That there is due to the Plaintiff on its Note and Mortgage the sum of \$212,767.68, representing the Total Debt due to the Plaintiff as outlined above, together with interest thereon at the rate provided in the Note to the date hereof.

3. That the amount due in the preceding paragraph (the "Total Debt") and later accrued interest and costs shall constitute the total judgment debt due to the Plaintiff and shall bear interest hereafter at the rate of 7.25% per annum, the current interest rate of the Note.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED:

1. That the Plaintiff's Motion for Summary Judgment is granted.
2. That the Defendant(s) liable for the aforesaid Mortgage debt shall, prior to the date and time of the sale of the Property, hereinafter described, pay to the Plaintiff, or the Plaintiff's attorney, the amount of the Plaintiff's debt as aforesaid, together with the costs and disbursements of this action.
3. That on default of payment prior to the date and time of the sale, the Property, hereinafter described, shall be sold by the undersigned Master In Equity at public auction, at the Spartanburg County Courthouse, City of Spartanburg, County and State aforesaid, on some convenient sales day hereafter, on the following terms, that is to say:
 - A. FOR CASH: The undersigned Master In Equity shall require a deposit of 5% on the amount of the bid (in cash or equivalent) the same to be applied on the purchase price only upon compliance with the bid, but in case of non-compliance within thirty (30) days the same to be forfeited and applied to the costs and then to the Plaintiff's debt.
 - B. Interest on the balance of the bid shall be paid to the day of compliance at the rate of 7.25% per annum, which is the Note's current interest rate.
 - C. The sale shall be subject to taxes and assessments, existing easements and restrictions of record, and any other senior encumbrances.
 - D. Purchaser to pay for the deed and the cost of recording the deed.

4. That if the Plaintiff is the successful bidder at the said sale, for a sum not exceeding the amount of costs, expenses and the indebtedness of the Plaintiff in full, the Plaintiff may pay to the undersigned Master In Equity only the amount of the costs and expenses, crediting the balance of the bid on the Plaintiffs indebtedness.
5. That a personal or deficiency Judgment being Demanded, the bidding will remain open for thirty (30) days after the date of sale (pursuant to S.C. Code Ann. § 15-39-760(1976) but compliance with the bid may be made immediately.
6. That the undersigned Master In Equity will, by advertisement according to law, give notice of the time and place of sale and the terms thereof; and that he will execute to the purchaser, or purchasers, a deed to the Property sold. The Plaintiff, or any other party to this action, or any other person may become a purchaser at such sale. If such sale is made to anyone other than the Plaintiff or its assignee, should the successful bidder, or his assignee, fail to comply with the terms thereof within thirty (30) after the date of sale, then the undersigned Master In Equity may re-advertise the Property for sale on the next, or some other subsequent, sales day, at the risk of the highest bidder, and so on from time to time thereafter until a full compliance shall be secured.
7. That in the event an agent of the Plaintiff does not appear at the time of sale, the within property shall be withdrawn from sale and sold at the next available sales date upon the terms and conditions as set forth in the Judgment of Foreclosure and Sale or such terms as may be set forth in a supplemental order.
8. That the undersigned Master In Equity shall apply the proceeds of the sale as follows:

FIRST: To the payment of the amount of the costs and expenses of this action, including any Guardian Ad Litem fee or fees of attorneys appointed under Order of Court; and

NEXT: To the payment of the amount to the Plaintiff, or the Plaintiffs Attorney, of the amount of the Plaintiff's debt and interest (including attorney fees) or so much thereof as the purchase money will pay on the same; and

NEXT: Any surplus will be held pending further Order of this Court pursuant to Rule 71(c), SCRPC.

9. That it is further ORDERED, ADJUDGED AND DECREED that each Defendant named herein, and all persons whomsoever claiming under him, them or it, be forever barred and foreclosed of all right, title, interest and equity of redemption in the said mortgaged premises so sold, or any part thereof.
10. That it is further ORDERED ADJUDGED AND DECREED that the deed of conveyance made pursuant to this judgment and said sale shall contain the names of only the Plaintiff, the first-named Defendant, who was the title holder of the mortgaged property at the time of the filing of the Lis Pendens, and the Grantee; and that the Spartanburg County Register of Deeds is hereby authorized to omit from the indices pertaining to such conveyance the names of all parties not contained in said deed.
11. That it is further ORDERED, ADJUDGED AND DECREED that in the event the successful bidder to whom the deed of conveyance has been issued subsequent to the sale is other than the Defendants in possession herein, the Sheriff of Spartanburg County may be ordered and directed to eject and remove from the premises the occupants of the property sold, together with all personal property located thereon, and put the successful bidder to whom the deed of conveyance has been issued or his assigns in full, quiet and peaceable possession of said premises without delay, and to keep said successful bidder or his assigns in such peaceable possession.

12. That it is further ORDERED ADJUDGED AND DECREED that after the Order Confirming Sale and Disbursements has been issued and filed, the undersigned Master In Equity shall direct the Register of Deeds to release of record the lien(s) being foreclosed, which lien(s) are described in the Findings of Fact herein above.
13. That it is further ORDERED ADJUDGED AND DECREED that the Deed and the Mortgage is reformed as described in the Findings of Fact herein above.
14. That it is further ORDERED ADJUDGED AND DECREED that the following is a description of the Property herein ordered to be sold:

ALL THAT CERTAIN PIECE, PARCEL OR LOT OF LAND, LYING AND BEING SITUATE IN THE STATE OF SOUTH CAROLINA, COUNTY OF SPARTANBURG, BEING SHOWN AND DESIGNATED AS A PORTION OF LOT NO. 7, BEING SHOWN AND DESIGNATED ON A SURVEY FOR DUNAGIN ESTATES PERPARED BY W.N. WILLIS, PROFESSIONAL LAND SURVEYING, DATED MAY 06, 1969 AND RECORDED IN THE REGISTER OF DEEDS OFFICE FOR SPARTANBURG COUNTY IN PLAT BOOK 60 AT PAGE 82-84, AND MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT A METAL CAP AT THE CENTER OF THE INTERSECTION OF TWO COUNTY ROADS AND RUNNING THENCE SOUTH 28 WEST 250 FEET TO A METAL CAP A THE CORNER WITH LOT NO. 8; THENCE WITH LINE OF LOT NO. 8 NORTH 62 WEST 275 FEET TO A POINT; THENCE NORTH 28 EAST 250 FEET MORE OR LESS TO A POINT ON THE COUNTY ROAD; THENCE WITH THE COUNTY ROAD SOUTH 62 EAST 275 FEET TO THE BEGINNING CORNER.

BEING THE SAME PROPERTY CONVEYED TO ELEANOR S. DOOLY BY DEED OF SOUTHERN BANK AND TRUST COMPANY DATED NOVEMBER 27, 1979 RECORDED NOVEMBER 27, 1979 IN BOOK 47-A AT PAGE 75 IN THE RECORDS FOR SPARTANBURG COUNTY, SOUTH CAROLINA.

THEREAFTER ELEANOR S. DOOLY CONVEYED HER INTEREST

**TO ELEANOR S. DOOLY AND GEARY THOMAS DOOLY BY DEED
DATED JULY 30, 2004 AND RECORDED AUGUST 18, 2004 IN
BOOK 80-Z AT PAGE 635, IN THE RECORDS FOR SPARTANBURG
COUNTY, SOUTH CAROLINA.**

CURRENT ADDRESS OF PROPERTY: 690 Zion Hill Road, Spartanburg, SC 29307

TMS: 7-14-00-010.15

AND IT IS SO ORDERED.

The Honorable Gordon G. Cooper
Master In Equity for Spartanburg County

Date: _____
Spartanburg, South Carolina

Deutsche Bank National Trust Company, as Trustee
for Argent Securities Inc., Asset-Backed Pass-
Through Certificates, Series 2004-W11

CIVIL ACTION COVERSHEET

Plaintiff(s)

2012-CP-42-3027

-CP-

vs.

Geary Thomas Dooly, et. al

Defendant(s)

Submitted By: Nicholas N. Sears, Jr., Lora Stuart Camp,
Tiffany H. Wolf, Summer Hughes Smoot
Address: Johnson and Freedman, LLC
1587 Northeast Expressway
Atlanta, GA 30329

SC Bar #: 78031, 68633, 16147, 80023
Telephone #: (770)-234-9187
Fax #: (770)-234-9192
Other:
E-mail:

NOTE: The coversheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers required by law. This form is required for the use of the Clerk of Court for the purpose of docketing. It must be filled out completely, signed and dated. A copy of this coversheet must be served on the defendant(s) along with the Summons and Complaint.

DOCKETING INFORMATION (Check all that apply)

*If Action is Judgment/Settlement do not complete

- ☐ JURY TRIAL demanded in complaint. ☐ NON-JURY TRIAL demanded in complaint.
☐ This case is subject to ARBITRATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
☐ This case is subject to MEDIATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
☒ This case is exempt from ADR. (Proof of ADR/Exemption Attached)

NATURE OF ACTION (Check One Box Below)

Contracts ☐ Constructions (100) ☐ Debt Collection (110) ☐ Employment (120) ☐ General (130) ☐ Breach of Contract (140) ☐ Other (199)	Torts - Professional Malpractice ☐ Dental Malpractice (200) ☐ Legal Malpractice (210) ☐ Medical Malpractice (220) Previous Notice of Intent Case # 20____-CP-_____ ☐ Notice/ File Med Mal (230) ☐ Other (299)	Torts - Personal Injury ☐ Assault/Slander/Libel (300) ☐ Conversion (310) ☐ Motor Vehicle Accident (320) ☐ Premises Liability (330) ☐ Products Liability (340) ☐ Personal Injury (350) ☐ Wrongful Death (360) ☐ Other (399)	Real Property ☐ Claim & Delivery (400) ☐ Condemnation (410) ☒ Foreclosure (420) ☐ Mechanic's Lien (430) ☐ Partition (440) ☐ Possession (450) ☐ Building Code Violation (460) ☐ Other (499)
Inmate Petitions ☐ PCR (500) ☐ Mandamus (520) ☐ Habeas Corpus (530) ☐ Other (599)	Administrative Law/Relief ☐ Reinstate Drv. License (800) ☐ Judicial Review (810) ☐ Relief (820) ☐ Permanent Injunction (830) ☐ Forfeiture-Petition (840) ☐ Forfeiture-Consent Order ☐ Other (899)	Judgments/Settlements ☐ Death Settlement (700) ☐ Foreign Judgment (710) ☐ Magistrate's Judgment (720) ☐ Minor Settlement (730) ☐ Transcript Judgment (740) ☐ Lis Pendens (750) ☐ Transfer of Structured Settlement Payment Rights Application (760)	Appeals ☐ Arbitration (900) ☐ Magistrate-Civil (910) ☐ Magistrate-Criminal (920) ☐ Municipal (930) ☐ Probate Court (940) ☐ SCDOT (950) ☐ Worker's Comp (960) ☐ Zoning Board (970) ☐ Public Service Comm. (990)
Special/Complex /Other ☐ Environmental (600) ☐ Automobile Arb. (610) ☐ Medical (620) ☐ Other (699)	☐ Pharmaceuticals (630) ☐ Unfair Trade Practices (640) ☐ Out-of State Depositions (650) ☐ Motion to Quash Subpoena in an Out-of-County Action (660) ☐ Sexual Predator (510)	☐ Confession of Judgment (770) ☐ Petition for Workers Compensation Settlement Approval (780) ☐ Other (799)	☐ Employment Security Comm (991) ☐ Other (999)

ROA33 +17

Submitting Party Signature:

Nicholas J. [Signature]

Date: July 16, 2012

Note: Frivolous civil proceedings may be subject to sanctions pursuant to SCRCP, Rule 11, and the South Carolina Frivolous Civil Proceedings Sanctions Act, S.C. Code Ann. §15-36-10 et. seq.

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CLERK OF COURT
SPARTANBURG COUNTY
2012 JUL 19 PM 12:59
M. HOPE BLACKLEY

ROA 34

~~2012~~

FOR MANDATED ADR COUNTIES ONLY

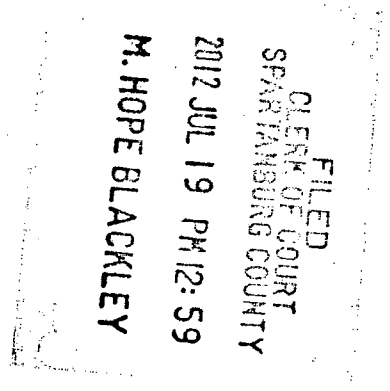
Allendale, Anderson, Beaufort, Clarendon, Colleton, Florence, Greenville, Hampton, Horry, Jasper, Lee, Lexington, Pickens (Family Court Only), Richland, Sumter, Union, Williamsburg, and York

SUPREME COURT RULES REQUIRE THE SUBMISSION OF ALL CIVIL CASES TO AN ALTERNATIVE DISPUTE RESOLUTION PROCESS, UNLESS OTHERWISE EXEMPT.

You are required to take the following action(s):

1. The parties shall select a neutral and file a "Proof of ADR" form on or by the 210th day of the filing of this action. If the parties have not selected a neutral within 210 days, the Clerk of Court shall then appoint a primary and secondary mediator from the current roster on a rotating basis from among those mediators agreeing to accept cases in the county in which the action has been filed.
2. The initial ADR conference must be held within 300 days after the filing of the action.
3. Pre-suit medical malpractice mediations required by S.C. Code §15-79-125 shall be held not later than 120 days after all defendants are served with the "Notice of Intent to File Suit" or as the court directs. (Medical malpractice mediation is mandatory statewide.)
4. Cases are exempt from ADR only upon the following grounds:
 - a. Special proceeding, or actions seeking extraordinary relief such as mandamus, habeas corpus, or prohibition;
 - b. Requests for temporary relief;
 - c. Appeals
 - d. Post Conviction relief matters;
 - e. Contempt of Court proceedings;
 - f. Forfeiture proceedings brought by governmental entities;
 - g. Mortgage foreclosures; and
 - h. Cases that have been previously subjected to an ADR conference, unless otherwise required by Rule 3 or by statute.
5. In cases not subject to ADR, the Chief Judge for Administrative Purposes, upon the motion of the court or of any party, may order a case to mediation.
6. Motion of a party to be exempt from payment of neutral fees due to indigency should be filed with the Court within ten (10) days after the ADR conference has been concluded.

Please Note: You must comply with the Supreme Court Rules regarding ADR.
Failure to do so may affect your case or may result in sanctions.



ROA 35
3-17

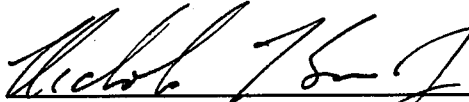
CERTIFICATE OF EXEMPTION FROM ARBITRATION AND MEDIATION

I certify that this action is exempt from arbitration and mediation because:

- ☐ To the best of counsel's knowledge, reached in good faith and after reasonable inquiry, the monetary relief in issue is in excess of \$25,000.00.
- ☐ This is a special proceeding, or actions seeking extraordinary relief such as *mandamus*, *habeas corpus*, or prohibition,
- ☐ This is a case which is appellate in nature such as appeals or writs of *certiorari*
- ☐ This is a post conviction relief matter.
- ☐ This is a contempt of Court proceeding.
- ☐ This is a forfeiture proceeding brought by the State.
- ☒ This is a case involving a Mortgage foreclosure.
- ☐ This is a case that has been submitted to mediation with a certified mediator prior to the filing of this action.

July 16, 2012

JOHNSON & FREEDMAN, LLC



Nicholas N. Sears, Jr., SC Bar No.: 78031
Lora Stuart Camp, SC Bar No.: 68633
Summer Hughes Smoot, SC Bar No. 80070
Tiffany H. Wolf, SC Bar No.: 16149
ATTORNEY'S FOR THE PLAINTIFF
1587 Northeast Expressway
Atlanta, GA 30329
(770) 234-9181

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CLERK OF COURT
SPARTANBURG COUNTY
2012 JUL 19 PM 12:59
M. HOPE BLACKLEY

ROA-36
4-17

2012 LP42 1076

STATE OF SOUTH CAROLINA

COUNTY OF SPARTANBURG

Deutsche Bank National Trust Company, as
Trustee for Argent Securities Inc., Asset-Backed
Pass-Through Certificates, Series 2004-W11

Plaintiff(s)

vs.

Geary Thomas Dooly, Eleanor S. Dooly and United
States of America

Defendant(s).

IN THE COURT OF COMMON PLEAS

CASE NO.:

2012-CP-42-3027

LIS PENDENS
NON-JURY MORTGAGE FORECLOSURE

NOTICE IS HEREBY GIVEN that an action has been commenced or will be commenced in this Court upon Complaint of the above-named Plaintiff against the above-named Defendant(s) for the foreclosure of a certain Mortgage of real estate given by Geary Thomas Dooly and Eleanor S. Dooly to Argent Mortgage Company, LLC dated July 30, 2004 and recorded in Book 3286 at Page 698 in the Office of the Register of Deeds for Spartanburg County. The property covered and affected by the mortgage is described as:

ALL that certain piece, parcel or lot of land, lying and being situate in the State of South Carolina, County of Spartanburg, being shown and designated as a portion of Lot No. 8; being shown and designated on a survey for Dunagin Estates prepared by W. N. Willis, Professional Land Surveying, dated May 06, 1969 and recorded in the Register of Deeds Office for Spartanburg County in Plat Book 60 at Page 82-84, and more fully described as follows:

BEGINNING at a metal cap at the center of the intersection of two county roads and running thence South 28 West 250 feet to a metal cap at the corner with Lot No. 8; thence with line of Lot No. 8 North 62 West 275 feet to a point; thence North 28 East 250 feet more or less to a point on the county road; thence with the county road South 62 East 275 feet to the beginning corner.

Being the same property conveyed to Eleanor S. Dooly from Southern Bank and Trust Company by Deed dated November 27, 1979 recorded November 27, 1979, in Deed Book 47-A, Page 75, in the official records for Spartanburg County, South Carolina.

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SPARTANBURG COUNTY
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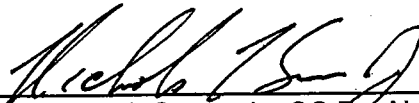
Thereafter Eleanor S. Dooly conveyed her interest to Eleanor S. Dooly and Geary Thomas Dooly by deed dated July 30, 2004 and recorded August 18, 2004, in Deed Book 80-Z, Page 635, in the official records for Spartanburg County, South Carolina.

TMS No.: 714.00 10.15

Property Address: 690 Zion Hill Road Spartanburg, SC 29307

July 16, 2012

JOHNSON & FREEDMAN, LLC



Nicholas N. Sears, Jr., SC Bar No.: 78031

Lora Stuart Camp, SC Bar No.: 68633

Summer Hughes Smoot, SC Bar No. 80070

Tiffany H. Wolf, SC Bar No.: 16149

ATTORNEY'S FOR THE PLAINTIFF

1587 Northeast Expressway

Atlanta, GA 30329

(770) 234-9181

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SPARTANBURG COUNTY
2012 JUL 19 PM 12:59
M. HOPE BLACKLEY

ROA 38 6-17

STATE OF SOUTH CAROLINA

COUNTY OF SPARTANBURG

Deutsche Bank National Trust Company, as
Trustee for Argent Securities Inc., Asset-Backed
Pass-Through Certificates, Series 2004-W11

Plaintiff(s)
vs.

Geary Thomas Dooly, et. al

Defendant(s).

IN THE COURT OF COMMON PLEAS

C/A NO.:

2012-CP-42-3027

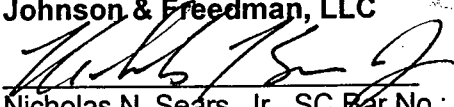
**NOTICE OF FORECLOSURE
INTERVENTION**

PLEASE TAKE NOTICE THAT pursuant to the South Carolina Supreme Court Administrative Order 2011-05-02-01, you may have a right to Foreclosure Intervention.

To be considered for any available Foreclosure Intervention, you must respond to this Notice directly through the law firm, Johnson & Freedman, LLC, attorney for the Plaintiff within 30 days from receipt of this Notice. If you have already pursued loss mitigation with the Plaintiff, this Notice does not guarantee the availability of loss mitigation options or further review of your qualifications.

Johnson & Freedman, LLC represents the Plaintiff in this action. Our firm does not represent you. Under our ethical rules, we are prohibited from giving you any legal advice. If you fail, refuse, or voluntarily elect not to participate in Foreclosure Intervention, the foreclosure action may proceed.

Johnson & Freedman, LLC


Nicholas N. Sears, Jr., SC Bar No.: 78031
Lora Stuart Camp, SC Bar No.: 68633
Summer Hughes Smoot, SC Bar No. 80070
Tiffany H. Wolf, SC Bar No.: 16149
ATTORNEY'S FOR THE PLAINTIFF
1587 Northeast Expressway
Atlanta, GA 30329
(770) 234-9181

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SPARTANBURG COUNTY
2012 JUL 16 PM 12:59
M. ROFF D. ACKLEY

Atlanta, Georgia
July 16, 2012

ROA 39 7-17

STATE OF SOUTH CAROLINA

COUNTY OF SPARTANBURG

Deutsche Bank National Trust Company, as
Trustee for Argent Securities Inc., Asset-Backed
Pass-Through Certificates, Series 2004-W11

Plaintiff(s)

vs.

Geary Thomas Dooly, Eleanor S. Dooly and United
States of America

Defendant(s).

IN THE COURT OF COMMON PLEAS

CASE NO.:

2012-CP-42- 3027

**SUMMONS AND NOTICE
NON-JURY MORTGAGE FORECLOSURE
Deficiency Judgment Demanded**

TO THE DEFENDANT(S) ABOVE NAMED:

*SERVED
7/19/12*

YOU ARE HEREBY SUMMONED and required to answer the Complaint herein, a copy of which is herewith served upon you, or otherwise to appear and defend, and to serve a copy of your said Answer upon subscribers at their office, 1587 Northeast Expressway, Atlanta, GA 30329, or to otherwise appear and defend the action pursuant to applicable court rules, within thirty(30) days after the service hereof, exclusive of the day of such service; except that the United States of America, if named, shall have sixty (60) days to answer after service hereof, exclusive of such service; and if you fail to answer the Complaint or otherwise appear and defend within the time aforesaid; the Plaintiff in this action will apply to the Court for relief demanded therein, and judgment by default will be rendered against you for the relief demanded in the Complaint.

TO MINOR(S) OVER FOURTEEN YEARS OF AGE AND MINOR(S) UNDER FOURTEEN YEARS OF AGE AND THE PERSON WITH WHOM THE MINOR(S) RESIDE(S), AND/OR PERSONS UNDER SOME LEGAL DISABILITY:

*See need
to apply*

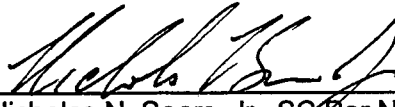
YOU ARE FURTHER SUMMONED AND NOTIFIED to apply for the appointment of a *guardian ad litem* within thirty (30) days after service of this Summons and Notice upon you; if you fail to do so, application for such appointment will be made by the Plaintiff.

ROA 40
8-17

YOU WILL ALSO TAKE NOTICE that pursuant to Rule 53(b) of the South Carolina Rules of Civil Procedure, as amended effective September 1, 2002, the Plaintiff will move for a general Order of Reference to the Master in Equity for Spartanburg County, which Order shall, pursuant to Rule 53(b) of the SCRCP, specifically provide that the said Master in Equity is authorized and empowered to enter a final judgment in this action.

July 16, 2012

JOHNSON & FREEDMAN, LLC



Nicholas N. Sears, Jr., SC Bar No.: 78031
Lora Stuart Camp, SC Bar No.: 68633
Summer Hughes Smoot, SC Bar No. 80070
Tiffany H. Wolf, SC Bar No.: 16149
ATTORNEY'S FOR THE PLAINTIFF
1587 Northeast Expressway
Atlanta, GA 30329
(770) 234-9181

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SPARTANBURG COUNTY
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M. HOPE BLACKLEY

ROA 41 9-17

STATE OF SOUTH CAROLINA

COUNTY OF SPARTANBURG

Deutsche Bank National Trust Company, as
Trustee for Argent Securities Inc., Asset-Backed
Pass-Through Certificates, Series 2004-W11

Plaintiff(s)

vs.

Geary Thomas Dooly, Eleanor S. Dooly and United
States of America

Defendant(s).

IN THE COURT OF COMMON PLEAS

CASE NO.:

2012-CP-42-3027

**COMPLAINT
NON-JURY MORTGAGE FORECLOSURE
Deficiency Judgment Demanded**

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SPARTANBURG COUNTY
2012 JUL 19 PM 12:29
M. HOPE BLACKLEY

The Plaintiff above named, complaining of the Defendant(s) herein, alleges:

1. The Plaintiff is a corporation or other legal entity organized and existing under the laws of one of the states of the United States and claims an interest in the real estate which is described hereafter.
2. Upon information and belief no Defendant is serving, or has served, in the military service of the United States of America as contemplated under the Service Members' Civil Relief Act.
3. Concurrently with the filing of this Complaint the Plaintiff has filed with the Office of the Clerk of Court for Spartanburg County a Lis Pendens giving notice of the pendency of this lawsuit.

**FOR A FIRST CAUSE OF ACTION
(REFORMATION OF WARRANTY DEED)**

4. Paragraphs 1-3 are incorporated herein by reference.
5. Upon information and belief, due to inadvertence and/or scrivener's error, the legal description attached to the Warranty Deed recorded August 18, 2004 in Book 80-Z at Page 635 is incomplete and does not describe all of the intended collateral.

INCORRECT LEGAL

ALL that certain piece, parcel or lot of land, lying and being situate in the State of South Carolina, County of Spartanburg, being shown and designated as Lot portion of Lot No. 7, being shown and designated on a survey for Dunagin Estates prepared by W. N. Willis, Professional Land Surveying, dated May 06, 1969 and recorded in the Register of Deeds Office for Spartanburg County in Plat Book 60 at Page 82-84. For more complete and accurate description refer to the above reference plat.

ROA 42

BEING the same property conveyed to Eleanor S. Dooly from Southern Bank and Trust Company by Deed dated November 27, 1979 recorded November 27, 1979, in Deed.

CORRECT LEGAL

ALL that certain piece, parcel or lot of land, lying and being situate in the State of South Carolina, County of Spartanburg, being shown and designated as a portion of Lot No. 7, being shown and designated on a survey for Dunagin Estates prepared by W. N. Willis, Professional Land Surveying, dated May 06, 1969 and recorded in the Register of Deeds Office for Spartanburg County in Plat Book 60 at Page 82-84, and more fully described as follows:

BEGINNING at a metal cap at the center of the intersection of two county roads and running thence South 28 West 250 feet to a metal cap a the corner with Lot No. 8; thence with line of Lot No. 8 North 62 West 275 feet to a point; thence North 28 East 250 feet more or less to a point on the county road; thence with the county road South 62 East 275 feet to the beginning corner.

dated November 27, 1979 recorded November 27, 1979, in Deed Book 47-A, Page 75, in the official records for Spartanburg County, South Carolina.

Thereafter Eleanor S. Dooly conveyed her interest to Eleanor S. Dooly and Geary Thomas Dooly by deed dated July 30, 2004 and recorded August 18, 2004, in Deed Book 80-Z, Page 635, in the official records for Spartanburg County, South Carolina.

6. A copy of the Warranty Deed is attached hereto as "Exhibit A" and incorporated herein by reference.

7. The Plaintiff is informed and believes that it is entitled a reformation of the above referenced Warranty Deed to correct the legal description to conform with the intention of the parties and the public records.

FOR A SECOND CAUSE OF ACTION
(REFORMATION OF MORTGAGE)

8. Paragraphs 1-7 are incorporated herein by reference.

9. Upon information and belief, due to inadvertence and/or scrivener's error, the legal description attached to the Mortgage recorded August 18, 2004 in Book 3286 at page 698 is incomplete and does not describe all of the intended collateral.

INCORRECT LEGAL

ALL that certain piece, parcel or lot of land, lying and being situate in the State of South Carolina, County of Spartanburg, being shown and designated as Lot portion of Lot No. 7, being shown and designated on a survey for Dunagin Estates prepared by W. N. Willis, Professional Land Surveying, dated May 06, 1969 and recorded in the Register of Deeds Office for Spartanburg County in Plat Book 60 at Page 82-84. For more complete and accurate description refer to the above reference plat.

BEING the same property conveyed to Eleanor S. Dooly from Southern Bank and Trust Company by Deed dated November 27, 1979 recorded November 27, 1979, in Deed.

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CLERK OF COURT
SPARTANBURG COUNTY
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RoA 43
H-17

CORRECT LEGAL

ALL that certain piece, parcel or lot of land, lying and being situate in the State of South Carolina, County of Spartanburg, being shown and designated as a portion of Lot No. 7, being shown and designated on a survey for Dunagin Estates prepared by W. N. Willis, Professional Land Surveying, dated May 06, 1969 and recorded in the Register of Deeds Office for Spartanburg County in Plat Book 60 at Page 82-84, and more fully described as follows:

BEGINNING at a metal cap at the center of the intersection of two county roads and running thence South 28 West 250 feet to a metal cap at the corner with Lot No. 8; thence with line of Lot No. 8 North 62 West 275 feet to a point; thence North 28 East 250 feet more or less to a point on the county road; thence with the county road South 62 East 275 feet to the beginning corner.

dated November 27, 1979 recorded November 27, 1979, in Deed Book 47-A, Page 75, in the official records for Spartanburg County, South Carolina.

Thereafter Eleanor S. Dooly conveyed her interest to Eleanor S. Dooly and Geary Thomas Dooly by deed dated July 30, 2004 and recorded August 18, 2004, in Deed Book 80-Z, Page 635, in the official records for Spartanburg County, South Carolina.

10. A copy of the Mortgage is attached hereto as "Exhibit "B" and incorporated herein by reference.

11. The Plaintiff is informed and believes that it is entitled to a reformation of the above referenced Mortgage to correct the legal description to confirm with the intention of the parties and the public records.

FOR A THIRD CAUSE OF ACTION
(FORECLOSURE OF MORTGAGE)

12. Paragraphs 1-11 are incorporated herein by reference.

13. On or about July 30, 2004, for value received Geary Thomas Dooly and Eleanor S. Dooly ("Mortgagor(s)") made, executed and delivered unto Argent Mortgage Company, LLC a Note ("Note") in the principal sum of \$152,800.00 together with an interest rate of 7.250% A copy of the Note is attached hereto as "Exhibit "C" incorporated herein by reference.

14. To secure payment of the Note according to the terms and conditions thereof, the Mortgagor(s) made, executed and delivered unto Argent Mortgage Company, LLC a certain real estate Mortgage ("Mortgage") covering the following described property:

ALL that certain piece, parcel or lot of land, lying and being situate in the State of South Carolina, County of Spartanburg, being shown and designated as a portion of Lot No. 7, being shown and designated on a survey for Dunagin Estates prepared by W. N. Willis, Professional Land Surveying, dated May 06, 1969 and recorded in the Register of Deeds

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SPARTANBURG COUNTY
2012 JUL 19 PM 1:00
M. HOPE BLACKLEY

ROA 44
12-17

Office for Spartanburg County in Plat Book 60 at Page 82-84, and more fully described as follows:

BEGINNING at a metal cap at the center of the intersection of two county roads and running thence South 28 West 250 feet to a metal cap at the corner with Lot No. 8; thence with line of Lot No. 8 North 62 West 275 feet to a point; thence North 28 East 250 feet more or less to a point on the county road; thence with the county road South 62 East 275 feet to the beginning corner.

Being the same property conveyed to Eleanor S. Dooly from Southern Bank and Trust Company by Deed dated November 27, 1979 recorded November 27, 1979, in Deed Book 47-A, Page 75, in the official records for Spartanburg County, South Carolina.

Thereafter Eleanor S. Dooly conveyed her interest to Eleanor S. Dooly and Geary Thomas Dooly by deed dated July 30, 2004 and recorded August 18, 2004, in Deed Book 80-Z, Page 635, in the official records for Spartanburg County, South Carolina.

TMS No.: 714.00 10.15

Property Address: 690 Zion Hill Road Spartanburg, SC 29307

15. The property secured by the Mortgage is residential property.

16. The Mortgage is owned, securitized or guaranteed by Fannie Mae, Freddie Mac or by a servicer participating in the Home Affordable Modification Program (HMP), but is not subject to modification under the HMP for the following reason(s):

- a. Owner-Occupant borrower has failed to respond to Plaintiff's attempts to have the eligible borrower participate.

17. The Mortgage was signed, witnessed, probated and thereafter recorded in the Office of the Register of Deeds/Clerk of Court for Spartanburg County in Mortgage Book 3286 at Page 698.

A copy of the Mortgage is attached hereto as "Exhibit B" and incorporated herein by reference.

18. Plaintiff is informed and believes that the title holders of record of the subject property as of the filing of the Lis Pendens in this action were Geary Thomas Dooly and Eleanor S. Dooly.

19. Thereafter the Mortgage was assigned to the Plaintiff herein by assignment recorded February 24, 2009 in Book 4187 at Page 457 in the Office of the Register of Deeds for Spartanburg County. A copy of the assignment is attached hereto as "Exhibit D" and incorporated herein by reference.

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SPARTANBURG COUNTY
2012 JUL 9 PM 1:00
M. HOPE BLACKLEY

ORIG = ARGENT MTD, CO. LLC

ASSIGNED TO = DEUTSCHE BANK TRUST CO, AS TRUSTEE FOR ARGENT SECURITIES

ROA 45
1377

20. The Mortgage evidences and secures the repayment of money advanced by the Plaintiff to or on behalf of, the Mortgagor(s) and constitutes a refinanced mortgage or First mortgage lien on the mortgaged premises.

21. The hereinafter named Defendant(s) may have some interest in or lien upon the premises covered by the Mortgage set herein, or some part thereof, but Plaintiff alleges that such interests or liens are junior or subordinate to the lien of the Plaintiff's Mortgage, or do not attach to the property which is the subject of this action, or have been paid in full and not satisfied of record. The liens or interests are of record in the Register of Deeds or Clerk of Court and are described as follows:

a. The Defendant, United States of America, is made a party hereto because the Plaintiff is informed and believes that said Defendant may claim a tax lien against the subject real estate by virtue of a tax lien entered against Geary Thomas Dooly. This tax lien was filed on December 29, 2010 and recorded on January 21, 2011 in the office of the Register of Deeds for Spartanburg County in Book 14 at Page 209.

22. Pursuant to the terms of the Mortgage, any sums paid by the Plaintiff for inspecting and securing the subject property, for fire and other hazard insurance, taxes and assessments for the mortgaged premises, and any costs of collection, including reasonable attorney's fees, are secured by the Mortgage.

23. According to the terms of the Mortgage, and as additional security, the Mortgagor(s) assigned all rents, issues and profits of the mortgaged premises from and after any default there under, and should legal proceedings be instituted pursuant to the Mortgage, the mortgagee, its successors and assigns, was given the right to have a Receiver appointed of the rents, issues, and profits, towards debt secured by the Mortgage.

24. After all payments received by the Plaintiff have been credited to the subject loan, the loan is in default and due for February 1, 2012, and the conditions of the Note and Mortgage have been

RoA 46 14-17

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 February 1, 2012, the principal sum of \$139,007.65, with interest from January 1, 2012, advances, late charges, and also for the costs and disbursements of this action, including attorney's fees.

25. Pursuant to Section 37-3-105, South Carolina Code of Laws (1976 as amended), the mortgage lien, which is subject to this action, is a first lien on real estate and is not a 'consumer loan' for the purposes of the South Carolina Consumer Protection Code. A copy of the demand letter is attached hereto as "Exhibit "E" and incorporated herein by reference thereto.

26. The Plaintiff demands a deficiency judgment in the event of a sale of the real estate herein does not yield a sum sufficient to satisfy all indebtedness due unto the Plaintiff, including costs and attorney's fees.

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

1. The amount due upon the Note and Mortgage held by Plaintiff be ascertained and determined under the direction of this Court, together with attorney's fees and the costs of the action.

2. The Plaintiff's Mortgage be declared a first mortgage lien and that the Plaintiff have judgment of foreclosure for the amount so found to be due and owing thereon, together with any taxes or insurance premiums which may be due, with a reasonable sum as attorney's fees and for costs of this action.

3. The mortgaged premises be sold under the direction of this Court, the equity of redemption be barred, and that the proceeds of sale be applied 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 the attorney's fees aforesaid, and

Third, the surplus if any be distributed according to law.

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CLERK OF COURT
Spartanburg County
2012 JUL 19 PM 1:00
MHOPE BLACKLEY

ROA-47
157

4. An Order be entered directing and empowering the Sheriff of Spartanburg County, South Carolina, to place the successful purchaser at the foreclosure sale in possession of the property hereinabove described should the same become necessary.

5. An Order be entered for the ejectment of the Defendants in possession herein and all persons claiming there under and the removal there from all furnishings, fixtures and items not subject to the lien of the Plaintiff's Mortgage, which personal property if not removed shall be deemed abandoned and shall be removed by the Plaintiff or its agents from the subject property by placing the property on the public street or highway or by any other means.

6. An Order be entered for reimbursements of all costs for inspecting and securing the property incurred by the Plaintiff as a result of the delinquency.

7. An Order be entered to reform the Warranty Deed recorded August 18, 2004 in Book 80-Z at Page 635 to correct the legal description to conform with the intention of the parties and the public records.

8. An Order be entered to reform the Mortgage recorded August 18, 2004 in Book 3286 at Page 698 to correct the legal description to conform with the intention of the parties and the public records.

9. An Order be entered awarding Plaintiff a personal judgment against the defendant Mortgagor for any deficiency which remains owing to the Plaintiff after applying the proceeds from the sale of the Mortgage premises.

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CLERK OF COURT
SPARTANBURG COUNTY
2007 JUL 18 PM 1:00
MC HOPE BLACKLEY

ROA 48
16-17

**NOTICE
REQUIRED BY
THE FAIR DEBT COLLECTION PRACTICES ACT
15 U.S.C. §1601, et seq, as amended**

1. The amount of the debt as of the date of this Complaint is \$139,007.65. This amount is subject to change because of interest, late charges and other fees accrued.
2. Deutsche Bank National Trust Company, as Trustee for Argent Securities Inc., Asset-Backed Pass-Through Certificates, Series 2004-W11 at 1525 Beltline Road Coppell, TX is the creditor to whom the debt is owed.
3. The debt described in the attached Complaint will be assumed to be valid by this firm unless you dispute the validity of the debt or some portion thereof, within thirty (30) days after the receipt of this notice.
4. If you notify this firm in writing, within thirty (30) days after the receipt of this notice that the debt or some portion thereof is disputed, this firm will obtain verification of the debt and will mail verification to you.
5. If the Plaintiff in the attached Summons and Complaint is not the original creditor and if you make a written request to this firm within thirty (30) days after the receipt of this notice, we will mail you the name and address of the original creditor.
6. Written requests under this Act should be made to:

Johnson & Freedman, LLC
1587 Northeast Expressway
Atlanta, Georgia 30329

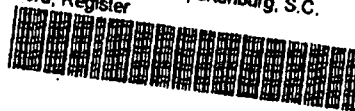
7. For information and/or assistance as to the total amount needed to either bring your loan current, or to pay off your loan in full, or for information as to alternatives to avoid foreclosure contact our office at (770)234-9181.
8. This notice does **not** relieve you from your duty to serve a written answer to the Complaint within the thirty (30) day period required by the Summons. The relief sought by the Plaintiff will be strictly enforced.

**THIS IS AN ATTEMPT BY A DEBT COLLECTOR TO COLLECT A DEBT.
ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**

ROA 49
77-17

DEED80 -- Z PG b 35

DEE-2004-42925
Recorded 4 Pages on 8/18/2004 11:54:42 AM
Recording Fee: \$10.00 Documentary Stamps: \$0.00
Office of Register of Deeds, Spartanburg, S.C.
Stephen Ford, Register



(Please do not write above this line - Reserved for Register of Deeds Office)

Prepared By: Noon and Hammett, LLC
110 East Stone Avenue
Greenville, SC 29609

STATE OF SOUTH CAROLINA)
COUNTY OF SPARTANBURG)

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, that Eleanor S. Dooly, Grantor, in the State aforesaid for and in consideration of the sum of FIVE AND 00/100 DOLLARS (\$5.00) her paid by Geary Thomas Dooly and Eleanor S. Dooly, the Grantees, receipt whereof is hereby acknowledged, has granted, bargained, sold and released; and by these presents, does grant, bargain, sell and release unto the said Geary Thomas Dooly and Eleanor S. Dooly; for and during their joint lives and upon the death of either of them, then to the survivor of them, their Heirs and Assigns, forever, in fee simple, together with every contingent remainder and right of reversion, the following described property, to wit:

ALL that certain piece, parcel or lot of land, lying and being situate in the State of South Carolina, County of Spartanburg, being shown and designated as Lot portion of Lot No. 7, being shown and designated on a survey for Dunagin Estates prepared by W. N. Willis, Professional Land Surveying, dated May 06, 1969 and recorded in the Register of Deeds Office for Spartanburg County in Plat Book 60 at Page 82-84. For a more complete and accurate description refer to the above referenced plat.

BEING the same property conveyed to Eleanor S. Dooly from Southern Bank and Trust Company by Deed dated November 27, 1979, recorded November 27, 1979, in Deed Book 47-A, Page 75, in the official records for Spartanburg County, Spartanburg.

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SPARTANBURG COUNTY

2012 JUL 19 PM 1:00

MAHOPE BLACKLEY

ROA 50
14

DEED 80-22 PG 636

Tax Map #: 7 14-00 010.15

Grantees Address: 690 Zion Hill Road
Spartanburg, SC 29307

TOGETHER with all and singular, the Rights, Members, Hereditaments and Appurtenances to the said premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said Geary Thomas Dooly and Eleanor S. Dooly, for and during their joint lives and upon the death of either of them, then to the survivor of them, their Heirs and Assigns, forever, in fee simple, together with every contingent remainder and right of reversion, the aforesaid described property.

AND I, the Grantor, do hereby bind myself and my heirs and assigns, Executors and Administrators, to warrant and forever defend all and singular the said premises unto the said Geary Thomas Dooly and Eleanor S. Dooly, their heirs and assigns, against me, the Grantor, and her heirs and assigns, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

WITNESS the execution hereof by Grantor this 30th day of July.

2008
Signed, Sealed and Delivered
in the Presence of

Angela S. Dillard
Witness: Angela S. Dillard
[Signature]
Notary

Eleanor S. Dooly
Eleanor S. Dooly

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SPARTANBURG COUNTY
2012 JUL 19 PM 1:00
M. HOPE BLACKLEY

ROA 51
2-4

DELC80--Z PG 637

STATE OF SOUTH CAROLINA)

COUNTY OF SPARTANBURG)

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he was present and saw the within Grantor sign, seal, and as act and deed, deliver the within Title to Real Estate; that deponent with the other witness whose name is subscribed above, witnessed the execution thereof.

SWORN to before me this 30th day of 2007

[Signature]
Notary Public for South Carolina

Angela S. Dillard
Witness Angela S. Dillard

My Commission Expires 2/28/2007

(SEAL)

File # G14731

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M. HOPE BLACKLEY

ROA 52
3-4

STATE OF SOUTH CAROLINA)
)
 COUNTY OF SPARTANBURG)

AFFIDAVIT

PERSONALLY appeared before me the undersigned, who, being duly sworn, deposes and says:

1. The property being transferred is located at 690 Zion Hill Road, Spartanburg, SC 29307, bearing Spartanburg County Tax Map Number 7 14-00 010.15, was transferred by Eleanor S. Dooly to Geary Thomas Dooly and Eleanor S. Dooly on _____.
2. an arm's length real property transaction and the sales price paid or to be paid in money or money's worth was \$.00*.

NOT an arm's length real property transaction and the fair market value of the property is \$
 @.

3. The above transaction is exempt, or partially exempt, from the recording fee as set forth in S.C. Code Ann. Section 12-24-10, *et seq.*, because the Deed is: Wife conveying half interest to husband.
4. As required by Code § 12-24-70, I state that I am a responsible person who was connected with the transaction as: @
5. I further understand that a person required to furnish this Affidavit who willfully furnishes a false or fraudulent Affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than One Thousand and no/100 Dollars (\$1,000.00) or imprisoned not more than one year, or both.

Eleanor S. Dooly
 Purchaser, Seller, Legal Representative of the Purchaser or other
 Responsible Person Connected with this Transaction

SWORN to before me this 30th

day of SEP 2009

(Notary Public)

My commission expires 2/29/2007

* The fee is based on the real property's value. Value means the realty's fair market value. In arm's length real property transactions, this value is the sales price to be paid in money or money's worth (e.g. stocks, personal property, other realty, forgiveness of debt, mortgages assumed or placed on the realty as a realty of the transaction). However, a deduction is allowed from this value for the amount of any lien or encumbrance existing on land, tenement, or realty before the transfer and remaining on it after the transfer.

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ROA 53
 #4

REM 3286 PAGE 698

Return To:

Argent Mortgage Company, LLC
 P.O. Box 14130
 Orange, CA 92863-1530

Prepared By: Argent Mortgage Company, LLC
 Maria Degennaro
 44 South Broadway, 16th Flr
 White Plains, NY 10604

MTG-2004-42926

Recorded 16 Pages on 8/18/2004 11:55:14 AM

Recording Fee: \$22.00 Documentary Stamps: \$0.00

Office of Register of Deeds, Spartanburg, S.C.

Stephen Ford, Register



[Space Above This Line For Recording Data]

MORTGAGE**DEFINITIONS**

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated July 30, 2004 together with all Riders to this document.

(B) "Borrower" is GEARY THOMAS DOOLY and ELEANOR S. DOOLY

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 M. HOFFER BLACKLEY

Borrower is the mortgagor under this Security Instrument.

(C) "Lender" is Argent Mortgage Company, LLC

Lender is a Limited Liability Company
 organized and existing under the laws of Delaware

0060029394 - 9605

SOUTH CAROLINA - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3041 1/01

VMP -6(SC) (0005)

Page 1 of 15

Initials:

07/30/2004 8:31:40

VMP MORTGAGE FORMS - (800)621-7291

ROA 54 + 16

Lender's address is One City Boulevard West Orange, CA 92868

Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated July 30, 2004

The Note states that Borrower owes Lender one hundred fifty-two thousand eight hundred and 00/100

Dollars

(U.S. \$152,800.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than September 1, 2034

(E) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(F) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(G) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

☐ Adjustable Rate Rider	☐ Condominium Rider	☐ Second Home Rider
☐ Balloon Rider	☐ Planned Unit Development Rider	☐ 1-4 Family Rider
☐ VA Rider	☐ Biweekly Payment Rider	☐ Other(s) [specify]

(H) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(I) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(J) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(K) "Escrow Items" means those items that are described in Section 3.

(L) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(M) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(N) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(O) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

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M. HUBER
CLERK

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RoA 55
2-16

(P) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns, the following described property located in the _____ County of SPARTANBURG :

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]

LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF:

Parcel ID Number: 71400010.15
690 ZION HILL ROAD
SPARTANBURG

("Property Address"):

which currently has the address of _____

[City] , South Carolina 29307

[Zip Code]

TO HAVE AND TO HOLD this property unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this

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3-16

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Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments, if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts

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due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than twelve monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than twelve monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the

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lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with

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the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it is reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable

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attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

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(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. **Assignment of Miscellaneous Proceeds; Forfeiture.** All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

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12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

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16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to Section 22 of this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA

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requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products; toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

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NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence, all of which shall be additional sums secured by this Security Instrument.

23. Release. Upon payment of all sums secured by this Security Instrument, this Security Instrument shall become null and void. Lender shall release this Security Instrument. Borrower shall by any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

24. Homestead Waiver. Borrower waives all rights of homestead exemption in the Property to the extent allowed by Applicable Law.

25. Waiver of Appraisal Rights. The laws of South Carolina provide that in any real estate foreclosure proceeding a defendant against whom a personal judgment is taken or asked may within 30 days after the sale of the mortgaged property apply to the court for an order of appraisal. The statutory appraisal value as approved by the court would be substituted for the high bid and may decrease the amount of any deficiency owing in connection with the transaction. TO THE EXTENT PERMITTED BY LAW, THE UNDERSIGNED HEREBY WAIVES AND RELINQUISHES THE STATUTORY APPRAISAL RIGHTS WHICH MEANS THE HIGH BID AT THE JUDICIAL FORECLOSURE SALE WILL BE APPLIED TO THE DEBT REGARDLESS OF ANY APPRAISED VALUE OF THE MORTGAGED PROPERTY. This waiver shall not apply so long as the Property is used as a dwelling place as defined in Section 12-37-250 of the South Carolina Code of Laws.

26. Future Advances. The lien of this Security Instrument shall secure the existing indebtedness under the Note and any future advances made under this Security Instrument up to 150% of the original principal amount of the Note plus interest thereon, attorneys' fees and court costs.

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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Signed, sealed and delivered in the presence of:

Angela S. Dillard
Angela S. Dillard

Geary Thomas Dooly (Seal)
GEARY THOMAS DOOLY -Borrower

Steven Hammett II
Steven Hammett II

Eleanor S. Dooly (Seal)
ELEANOR S DOOLY -Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

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REM 3286 PAGE 712

STATE OF SOUTH CAROLINA,

County ss: Spartanburg

Personally appeared before me Angela S Dillard and made oath that he/she saw the within named Borrower sign, seal, and as his/her/their free act and deed, delivered the within written Mortgage; and that he/she with Steven Hammett witnessed the execution thereof.

Angela S Dillard
Witness Name

Sworn to before me this

30th
Day

day of

Sept 2004
Month/Year

My Commission Expires:

2/24/2007

[Signature]
Notary Public for South Carolina



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M. HOPE BLACKLEY

[Signature]

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REN 3286 PAGE 713

**Fidelity National Title Insurance
Company of New York**

Commitment No. G14731

SCHEDULE A (Continued)

LEGAL DESCRIPTION

ALL that certain piece, parcel or lot of land, lying and being situate in the State of South Carolina, County of Spartanburg, being shown and designated as Lot portion of Lot No. 7, being shown and designated on a survey for Dunagin Estates prepared by W. N. Willis, Professional Land Surveying, dated May 06, 1969 and recorded in the Register of Deeds Office for Spartanburg County in Plat Book 60 at Page 82-84. For a more complete and accurate description refer to the above referenced plat.

BEING the same property conveyed to Eleanor S. Dooly from Southern Bank and Trust Company by Deed dated November 27, 1979, recorded November 27, 1979, in Deed Book 47-A, Page 75, in the official records for Spartanburg County, South Carolina. Therafter Eleanor S. Dooly conveyed her interest to Eleanor S. Dooly and Geary Thomas Dooly by deed dated July 30, 2004 and recorded herewith.

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Valid Only if Schedule A, Schedule B-Section 1, Schedule B-Section 2 are attached.
If not attached, ALTA Commitment Jacket (1966) is incorporated herein by reference.

ALTA Commitment - Schedule A
Form 1004-223

ROA 69
7676

Exhibit C

AND D

ASSIGNMENT
OF MTG

Loan No. 0060029394 - 9605

FIXED RATE NOTE

July 30, 2004
[Date]

White Plains
[City]

NY
[State]

690 ZION HILL ROAD, SPARTANBURG, SC 29307
[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 152,800.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is - Argent Mortgage Company, LLC.
I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 7.250 %.
The interest rate required by this Section 2 is the rate I will pay before and after any default described in Section 6(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making payments every month.

I will make my monthly payments on the first day of each month beginning on October 1, 2004.

I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My monthly payments will be applied to interest before principal. If, on September 1, 2034, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at: 505 City Parkway West, Suite 100, Orange, CA 92868

or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payments will be in the amount of U.S. \$1,042.37.

4. BORROWER'S RIGHT TO PREPAY

I may repay this Note at any time without a penalty.

5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then; (i) any such loan charged shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charges for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of fifteen calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.000 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is delivered or mailed me.

Initials: 

07/30/2004 8:31:40 AM

M. HOPE BLACKLEY

2012 JUL 19 PM 1:01

FILED
CLERK OF COURT
SPARTANBURG COUNTY

ROA-70

1-3

(D) No Waiver by Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorney's fees.

7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety, or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to Pay all of the amounts owed under this Note.

9. WAIVERS

I and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

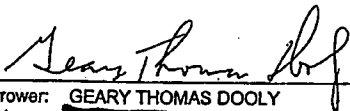
10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep promises that I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if prohibited by federal law as of the date of this Security Instrument.

If the Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED

 (Seal)
Borrower: GEARY THOMAS DOOLY
SSN: [REDACTED]

 (Seal)
Borrower: ELEANOR S DOOLY
SSN: [REDACTED]

____ (Seal)
Borrower:
SSN:

____ (Seal)
Borrower:
SSN:

FILED
CLERK OF COURT
SPARTANBURG COUNTY
2012 JUL 19 PM 1:01
M. HOPE BLACKLEY

ROA 71
2-3

Exhibit D

When Recorded Return To:
AMERICAN HOME MTG SERVICING
C/O NTC 2100 Alt. 19 North
Palm Harbor, FL 34683

CRL L#: 0060029394
Assignee L#: 4000479909
Investor L#: 0060029394
Custodian: 85
Effective Date: 02/11/2009

MTG-2009-7140
Recorded 1 Pages on 2/24/2009 9:48:25 AM
Recording Fee: \$6.00 Documentary Stamp: \$0.00
Office of Register of Deeds, Spartanburg, S.C.
Stephen Ford, Register



ASSIGNMENT OF MORTGAGE

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency of which is hereby acknowledged, the undersigned, CITI RESIDENTIAL LENDING INC., AS ATTORNEY-IN-FACT FOR ARGENT MORTGAGE COMPANY, LLC, WHOSE ADDRESS IS 10801 E. 6TH STREET, RANCHO CUCAMONGA, CA 91730, (ASSIGNOR), by these presents does convey, grant, sell, assign, transfer and set over the described mortgage/deed together with the certain note(s) described therein together with all interest secured thereby, all liens, and any rights due or to become due thereon to DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE FOR, ARGENT SECURITIES INC. ASSET-BACKED PASS-THROUGH CERTIFICATES, SERIES 2004-W11, UNDER THE POOLING AND SERVICING AGREEMENT DATED OCTOBER 10, 2004, WHOSE ADDRESS IS 1761 EAST ST. ANDREW PLACE, SANTA ANA, CA 92705-4934, (ASSIGNEE)
Said mortgage is made by GEARY THOMAS DOOLY AND ELEANOR S. DOOLY to ARGENT MORTGAGE COMPANY, LLC and recorded 08/18/2004 in the Recorder or Registrar of Deeds of SPARTANBURG County, South Carolina in Book 3286, Page 698, and/or as Document # MTG-2004-42926

Dated 02/10/2009
CITI RESIDENTIAL LENDING INC., AS ATTORNEY-IN-FACT FOR ARGENT MORTGAGE COMPANY, LLC

By: [Signature]
CRYSTAL MOORE VICE PRESIDENT

[Signature]
VILMA CASTRO Witness#1

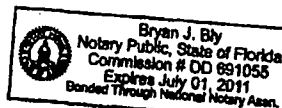
[Signature]
DHURATA DOKO Witness#2

STATE OF FLORIDA COUNTY OF PINELLAS

Before me, the undersigned Notary Public, personally appeared the undersigned witness who, being duly sworn, deposed and said that (s)he saw CRYSTAL MOORE the VICE PRESIDENT sign, seal and deliver the foregoing Assignment of Mortgage and that (s)he, together with the other witness witnessed the execution thereof. SWORN to and subscribed before me THIS 10TH DAY OF FEBRUARY IN THE YEAR 2009.

[Signature]
VILMA CASTRO Witness#1

[Signature]
BRYAN J. BLY Notary Public
My commission expires 07/01/2011



Document Prepared By: Jessica Fretwell/NTC, 2100 Alt. 19 North, Palm Harbor, FL 34683 (800)346-9152

Reviewed and Approved as meeting the South Carolina Code of Laws and Recording Statutes by Biddle Law Firm, P.A., Myrtle Beach, South Carolina.

CRLAS 9205680 1/31 CJ2044111 form5/FRMSC1



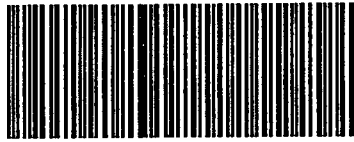
9205680

FILED
CLERK OF COURT
SPARTANBURG COUNTY
2012 JUL 19 PM 1:01
M. HOPE BLACKLEY

RoA 72 33

Exhibit E

American Home Mortgage Servicing Inc.
PO Box 9092
Temecula, CA 92589-9092



7196 9006 9295 8849 8714

PRESORT
First-Class Mail
U.S. Postage and
Fees Paid
WSO

Send Payments to:
American Home Mortgage Servicing Inc.
P.O. Box 660029
Dallas, TX 75266-0029

20120328-156

Send Correspondence to:
American Home Mortgage Servicing Inc.
P.O. Box 632237
Irving, TX 75063-2237



GEARY THOMAS DOOLY
ELEANOR S DOOLY
PO BOX 3326
SPARTANBURG, SC 29304-3326

FILED
CLERK OF COURT
SPARTANBURG COUNTY
2012 JUL 19 PM 1:01
M. HOPE BLACKLEY



OP001

ROA 73

7-16



P.O. Box 631730
Irving, TX 75063-1730

www.ahmsi3.com

03/28/2012

Sent Via Certified Mail
7196 9006 9295 8849 8714

GEARY THOMAS DOOLY
ELEANOR S DOOLY
PO BOX 3326
SPARTANBURG, SC 29304-3326

Loan Number: 4000479909
Property Address: 690 ZION HILL ROAD
SPARTANBURG, SC 29307

Dear GEARY THOMAS DOOLY and ELEANOR S DOOLY:

You are hereby provided formal notice by American Home Mortgage Servicing, Inc., the Servicer of the above-referenced loan, on behalf of Deutsche Bank National Trust Company, as Trustee for Argent Securities Inc., Asset-Backed Pass-Through Certificates, Series 2004-W11, the Creditor to whom the debt is owed, regarding the status of your account. You are hereby provided formal notice by the Servicer (American Home Mortgage Servicing, Inc.), as authorized by the Creditor of the above-referenced home loan that you are in default under the terms and conditions of the Note and Security Instrument (i.e. Deed of Trust, Mortgage, etc.) for failure to pay the required installments when due.

This letter serves as further notice that American Home Mortgage Servicing, Inc. intends to enforce the provisions of the Note and Security Instrument. You must pay the full amount of the default on this loan by the thirty-fifth (35th) day from the date of this letter which is 05/02/2012 (or if said date falls on a Saturday, Sunday, or legal holiday, then on the first business day thereafter). If you do not pay the full amount of the default, our creditor may accelerate the entire sum of both principal and interest due and payable, and invoke any remedies provided for in the Note and Security Instrument, including but not limited to the foreclosure sale of the property. If you received a bankruptcy discharge which included this debt, this notice is not intended and does not constitute an attempt to collect a debt against you personally; notice provisions may be contained within your mortgage/deed of trust which require this notice prior to foreclosure.

You are hereby informed that you may have the right to "cure" or reinstate the loan after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense you may have to acceleration and sale. In the event you pay the amount set forth above in a timely fashion, but said payment is returned for insufficient funds or for any other reason, your default will not be cured. American Home Mortgage Servicing, Inc. reserves the right to accept or reject a partial payment of the total amount due without waiving its right to proceed with foreclosure.

As of 03/28/2012 the amount of the debt that we are seeking to collect is \$4,501.30, which includes the sum of payments that have come due on and after the date of default 02/01/2012, any late charges, periodic adjustments to the payment amount (if applicable) and expenses of collection. In addition, any subsequent advances made by the Servicer to protect their lien position must be added to the total amount necessary to cure the default. Because of interest, late charges, and other charges or credits that may vary from day to day, or be assessed during the processing of this letter, the amount due on the day that you pay may be greater. Please contact American Home Mortgage Servicing, Inc. at (877) 304-3100 on the day that you intend to pay for the full amount owed on your account. This letter is in no way intended as a payoff statement for your mortgage, it merely states an amount necessary to cure the current delinquency.



2-16
ROA 74

Please note, however, that your right to cure this default as referenced herein does not suspend your payment obligations. Pursuant to the terms of the Note, your 04/01/2012 installment is still due on 04/01/2012 (or if said date(s) falls on a Saturday, Sunday, or legal holiday, then on the first business day thereafter). Please disregard this notice if a payment sufficient to cure the default has already been sent.

American Home Mortgage Servicing, Inc. is attempting to collect a debt, and any information obtained will be used for that purpose. Unless you notify us within thirty (30) days after receiving this notice that you dispute the validity of this debt or any portion thereof, we will assume this debt is valid. If you notify us within thirty (30) days from receiving this notice that you dispute the validity of this debt or any portion thereof, we will obtain verification of the debt or obtain a copy of a judgment and mail you a copy of such judgment or verification.

Upon your written request within thirty (30) days after the receipt of this letter, we will provide you with the name and address of the original creditor, if the original creditor is different from the current creditor.

A "CURE" or "Reinstatement Right" similar to that described in the prior paragraph may be available in many states. NO PERSON IN THIS OFFICE WILL GIVE YOU ANY LEGAL ADVICE. If, at any time, you make a written request to us not to be contacted by phone at your place of employment, we will not do so. If, at any time, you make a written request to us not to contact you, we will not do so, except to send statutorily and/or contractually required legal notice.

American Home Mortgage Servicing, Inc. would like you to be aware that if you are unable to make payments or resume payments within a reasonable period of time due to a reduction in your income resulting from a loss or reduction in your employment, you may be eligible for Homeownership Counseling. To obtain a list of HUD approved counseling agencies, please call (800) 569-4287 or by visiting <http://www.hud.gov/offices/hsg/sfh/hcc/hcs.cfm>. You may also contact the Homeownership Preservation Foundation's Hope hotline at (888) 995-HOPE (4673).

Attention Servicemembers and dependents: The Federal Servicemembers' Civil Relief Act (SCRA) and certain state laws provide important protections for you, including prohibiting foreclosure under most circumstances. If you are currently on active duty in the military service, or have been within the last nine (9) months, please notify American Home Mortgage Servicing, Inc. immediately. When contacting American Home Mortgage Servicing, Inc. as to your active duty status, please provide positive proof as to your active duty status, i.e. a copy of your active duty orders. This information is also applicable to you if you are considered a "dependent", as defined by the "SCRA", of a servicemember who is currently on active duty in the military service, or has been within the last nine (9) months. If you do not provide this information, it will be assumed that you are not entitled to protection under the above mentioned Act.

You are notified that this default and any other legal action that may occur as a result thereof may be reported to one or more local and national credit reporting agencies by American Home Mortgage Servicing, Inc. American Home Mortgage Servicing, Inc. requests that all payments be sent overnight to 1525 S. Beltline Rd. Coppell, TX 75019 or mailed to P.O. Box 660029 Dallas, TX 75266-0029. You may also send payments via Western Union: Code City-AHMSI Code State - TX. You may contact American Home Mortgage Servicing, Inc. at (877) 304-3100 should you have servicing questions regarding your account or by mail at P.O. Box 632237, Irving, TX 75063-2237. You may have options available to you to help you avoid foreclosure. Please contact American Home Mortgage Servicing, Inc.'s Loss Mitigation Department at (877) 304-3100 or by visiting www.ahmsi3.com for additional information and to see what options are available to you.

The matters discussed herein are of extreme importance. We trust you will give them appropriate attention.

Sincerely,

ROA 75

3-16

FILED
CLERK OF COURT
STANBURY COUNTY
2012 JUL 19 PM 1:01
HOPE BLANCHETT

American Home Mortgage Servicing, Inc.
P.O. Box 632237
Irving, TX 75063-2237
Phone: (877) 304-3100

To the extent your original obligation was discharged, or is subject to an automatic stay of bankruptcy under Title 11 of the United States Code, this notice is for compliance and/or informational purposes only. Additionally, if you did not sign the Note or are not otherwise personally obligated to pay this debt, this letter is being sent for informational purposes.

FILED
CLERK OF COURT
SPARTANBURG COUNTY
2012 JUL 19 PM 1:01
M. HOPE BLACKLEY



American Home Mortgage Servicing Inc.
PO Box 9092
Temecula, CA 92589-9092



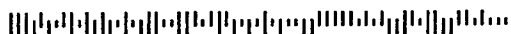
7196 9006 9295 8849 8721

PRESORT
First-Class Mail
U.S. Postage and
Fees Paid
WSO

Send Payments to:
American Home Mortgage Servicing Inc
P.O. Box 660029
Dallas, TX 75266-0029

20120328-156

Send Correspondence to:
American Home Mortgage Servicing Inc.
P.O. Box 632237
Irving, TX 75063-2237



GEARY THOMAS DOOLY
ELEANOR S DOOLY
690 ZION HILL RD
SPARTANBURG, SC 29307-2714

FILED
CLERK OF COURT
SPARTANBURG COUNTY
2012 JUL 19 PM 1:01
M. HOPE BLACKLEY



OP001

RoA 77

546



P.O. Box 631730
Irving, TX 75063-1730

www.ahmsi3.com

03/28/2012

Sent Via Certified Mail
7196 9006 9295 8849 8721

GEARY THOMAS DOOLY
ELEANOR S DOOLY
690 ZION HILL RD
SPARTANBURG, SC 29307-2714

Loan Number: 4000479909
Property Address: 690 ZION HILL ROAD
SPARTANBURG, SC 29307

Dear GEARY THOMAS DOOLY and ELEANOR S DOOLY:

You are hereby provided formal notice by American Home Mortgage Servicing, Inc., the Servicer of the above-referenced loan, on behalf of Deutsche Bank National Trust Company, as Trustee for Asset Securities, Inc., Asset-Backed Pass-Through Certificates, Series 2004-W11, the Creditor to whom the debt is owed, regarding the status of your account. You are hereby provided formal notice by the Servicer (American Home Mortgage Servicing, Inc.), as authorized by the Creditor of the above-referenced home loan that you are in default under the terms and conditions of the Note and Security Instrument (i.e. Deed of Trust, Mortgage, etc.) for failure to pay the required installments when due.

This letter serves as further notice that American Home Mortgage Servicing, Inc. intends to enforce the provisions of the Note and Security Instrument. You must pay the full amount of the default on this loan by the thirty-fifth (35th) day from the date of this letter which is 05/02/2012 (or if said date falls on a Saturday, Sunday, or legal holiday, then on the first business day thereafter). If you do not pay the full amount of the default, our creditor may accelerate the entire sum of both principal and interest due and payable, and invoke any remedies provided for in the Note and Security Instrument, including but not limited to the foreclosure sale of the property. If you received a bankruptcy discharge which included this debt, this notice is not intended and does not constitute an attempt to collect a debt against you personally; notice provisions may be contained within your mortgage/deed of trust which require this notice prior to foreclosure.

You are hereby informed that you may have the right to "cure" or reinstate the loan after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense you may have to acceleration and sale. In the event you pay the amount set forth above in a timely fashion, but said payment is returned for insufficient funds or for any other reason, your default will not be cured. American Home Mortgage Servicing, Inc. reserves the right to accept or reject a partial payment of the total amount due without waiving its right to proceed with foreclosure.

As of 03/28/2012 the amount of the debt that we are seeking to collect is \$4,501.30, which includes the sum of payments that have come due on and after the date of default 02/01/2012, any late charges, periodic adjustments to the payment amount (if applicable) and expenses of collection. In addition, any subsequent advances made by the Servicer to protect their lien position must be added to the total amount necessary to cure the default. Because of interest, late charges, and other charges or credits that may vary from day to day, or be assessed during the processing of this letter, the amount due on the day that you pay may be greater. Please contact American Home Mortgage Servicing, Inc. at (877) 304-3100 on the day that you intend to pay for the full amount owed on your account. This letter is in no way intended as a payoff statement for your mortgage, it merely states an amount necessary to cure the current delinquency.



OP001

Page 1 of 3

7196 9006 9295 8849 8721

ROA 78 676

Please note, however, that your right to cure this default as referenced herein does not suspend your payment obligations. Pursuant to the terms of the Note, your 04/01/2012 installment is still due on 04/01/2012 (or if said date(s) falls on a Saturday, Sunday, or legal holiday, then on the first business day thereafter). Please disregard this notice if a payment sufficient to cure the default has already been sent.

American Home Mortgage Servicing, Inc. is attempting to collect a debt, and any information obtained will be used for that purpose. Unless you notify us within thirty (30) days after receiving this notice that you dispute the validity of this debt or any portion thereof, we will assume this debt is valid. If you notify us within thirty (30) days from receiving this notice that you dispute the validity of this debt or any portion thereof, we will obtain verification of the debt or obtain a copy of a judgment and mail you a copy of such judgment or verification.

Upon your written request within thirty (30) days after the receipt of this letter, we will provide you with the name and address of the original creditor, if the original creditor is different from the current creditor.

A "CURE" or "Reinstatement Right" similar to that described in the prior paragraph may be available in many states. NO PERSON IN THIS OFFICE WILL GIVE YOU ANY LEGAL ADVICE. If, at any time, you make a written request to us not to be contacted by phone at your place of employment, we will not do so. If, at any time, you make a written request to us not to contact you, we will not do so, except to send statutorily and/or contractually required legal notice.

American Home Mortgage Servicing, Inc. would like you to be aware that if you are unable to make payments or resume payments within a reasonable period of time due to a reduction in your income resulting from a loss or reduction in your employment, you may be eligible for Homeownership Counseling. To obtain a list of HUD approved counseling agencies, please call (800) 569-4287 or by visiting <http://www.hud.gov/offices/hsg/sfh/hcc/hcs.cfm>. You may also contact the Homeownership Preservation Foundation's Hope hotline at (888) 995-HOPE (4673).

Attention Servicemembers and dependents: The Federal Servicemembers' Civil Relief Act ("SCRA") and certain state laws provide important protections for you, including prohibiting foreclosure under most circumstances. If you are currently on active duty in the military service, or have been within the last nine (9) months, please notify American Home Mortgage Servicing, Inc. immediately. When contacting American Home Mortgage Servicing, Inc. as to your active duty status, please provide positive proof as to your active duty status, i.e. a copy of your active duty orders. This information is also applicable to you if you are considered a "dependent", as defined by the "SCRA", of a servicemember who is currently on active duty in the military service, or has been within the last nine (9) months. If you do not provide this information, it will be assumed that you are not entitled to protection under the above mentioned Act.

You are notified that this default and any other legal action that may occur as a result thereof may be reported to one or more local and national credit reporting agencies by American Home Mortgage Servicing, Inc. American Home Mortgage Servicing, Inc. requests that all payments be sent overnight to 1525 S. Beltline Rd. Coppell, TX 75019 or mailed to P.O. Box 660029 Dallas, TX 75266-0029. You may also send payments via Western Union: Code City-AHMSI Code State - TX. You may contact American Home Mortgage Servicing, Inc. at (877) 304-3100 should you have servicing questions regarding your account or by mail at P.O. Box 632237, Irving, TX 75063-2237. You may have options available to you to help you avoid foreclosure. Please contact American Home Mortgage Servicing, Inc.'s Loss Mitigation Department at (877) 304-3100 or by visiting www.ahmsi3.com for additional information and to see what options are available to you.

The matters discussed herein are of extreme importance. We trust you will give them appropriate attention.

Sincerely,

ROA79
7/16

FILED
CLERK OF COURT
JUL 19 PM 1:01
HOUSTON COUNTY

American Home Mortgage Servicing, Inc.
P.O. Box 632237
Irving, TX 75063-2237
Phone: (877) 304-3100

To the extent your original obligation was discharged, or is subject to an automatic stay of bankruptcy under Title 11 of the United States Code, this notice is for compliance and/or informational purposes only. Additionally, if you did not sign the Note or are not otherwise personally obligated to pay this debt, this letter is being sent for informational purposes.

FILED
CLERK OF COURT
SPARTANBURG COUNTY
2012 JUL 19 PM 1:01
M. HOPE BLACKLEY



ROA-80
8-16

American Home Mortgage Servicing Inc.
PO Box 9092
Temecula, CA 92589-9092



2260827946

PRESORT
First-Class Mail
U.S. Postage and
Fees Paid
WSO

Send Payments to:
American Home Mortgage Servicing Inc
P.O. Box 660029
Dallas, TX 75266-0029

20120328-156

Send Correspondence to:
American Home Mortgage Servicing Inc.
P.O. Box 632237
Irving, TX 75063-2237



GEARY THOMAS DOOLY
ELEANOR S DOOLY
690 ZION HILL RD
SPARTANBURG, SC 29307-2714

FILED
CLERK OF COURT
SPARTANBURG COUNTY
2012 JUL 19 PM 1:01
M. HOPE BLACKLEY



OP001

ROA 81
9-16



P.O. Box 631730
Irving, TX 75063-1730

www.ahmsi3.com

03/28/2012

GEARY THOMAS DOOLY
ELEANOR S DOOLY
690 ZION HILL RD
SPARTANBURG, SC 29307-2714

Loan Number: 4000479909
Property Address: 690 ZION HILL ROAD
SPARTANBURG, SC 29307

Dear GEARY THOMAS DOOLY and ELEANOR S DOOLY:

You are hereby provided formal notice by American Home Mortgage Servicing, Inc., the Servicer of the above-referenced loan, on behalf of Deutsche Bank National Trust Company, as Trustee for Argent Securities Inc., Asset-Backed Pass-Through Certificates, Series 2004-W11, the Creditor to whom the debt is owed, regarding the status of your account. You are hereby provided formal notice by the Servicer (American Home Mortgage Servicing, Inc.), as authorized by the Creditor of the above-referenced home loan that you are in default under the terms and conditions of the Note and Security Instrument (i.e. Deed of Trust, Mortgage, etc.) for failure to pay the required installments when due.

This letter serves as further notice that American Home Mortgage Servicing, Inc. intends to enforce the provisions of the Note and Security Instrument. You must pay the full amount of the default on this loan by the thirty-fifth (35th) day from the date of this letter which is 05/02/2012 (or if said date falls on a Saturday, Sunday, or legal holiday, then on the first business day thereafter). If you do not pay the full amount of the default, our creditor may accelerate the entire sum of both principal and interest due and payable, and invoke any remedies provided for in the Note and Security Instrument, including but not limited to the foreclosure sale of the property. If you received a bankruptcy discharge which included this debt, this notice is not intended and does not constitute an attempt to collect a debt against you personally; notice provisions may be contained within your mortgage/deed of trust which require this notice prior to foreclosure.

You are hereby informed that you may have the right to "cure" or reinstate the loan after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense you may have to acceleration and sale. In the event you pay the amount set forth above in a timely fashion, but said payment is returned for insufficient funds or for any other reason, your default will not be cured. American Home Mortgage Servicing, Inc. reserves the right to accept or reject a partial payment of the total amount due without waiving its right to proceed with foreclosure.

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RoA 82
10-16

Please note, however, that your right to cure this default as referenced herein does not suspend your payment obligations. Pursuant to the terms of the Note, your 04/01/2012 installment is still due on 04/01/2012 (or if said date(s) falls on a Saturday, Sunday, or legal holiday, then on the first business day thereafter). Please disregard this notice if a payment sufficient to cure the default has already been sent.

American Home Mortgage Servicing, Inc. is attempting to collect a debt, and any information obtained will be used for that purpose. Unless you notify us within thirty (30) days after receiving this notice that you dispute the validity of this debt or any portion thereof, we will assume this debt is valid. If you notify us within thirty (30) days from receiving this notice that you dispute the validity of this debt or any portion thereof, we will obtain verification of the debt or obtain a copy of a judgment and mail you a copy of such judgment or verification.

Upon your written request within thirty (30) days after the receipt of this letter, we will provide you with the name and address of the original creditor, if the original creditor is different from the current creditor.

A "CURE" or "Reinstatement Right" similar to that described in the prior paragraph may be available in many states. NO PERSON IN THIS OFFICE WILL GIVE YOU ANY LEGAL ADVICE. If, at any time, you make a written request to us not to be contacted by phone at your place of employment, we will not do so. If, at any time, you make a written request to us not to contact you, we will not do so, except to send statutorily and/or contractually required legal notice.

American Home Mortgage Servicing, Inc. would like you to be aware that if you are unable to make payments or resume payments within a reasonable period of time due to a reduction in your income resulting from a loss or reduction in your employment, you may be eligible for Homeownership Counseling. To obtain a list of HUD approved counseling agencies, please call (800) 569-4287 or by visiting <http://www.hud.gov/offices/hsg/sfh/hcc/hcs.cfm>. You may also contact the Homeownership Preservation Foundation's Hope hotline at (888) 995-HOPE (4673).

Attention Servicemembers and dependents: The Federal Servicemembers' Civil Relief Act ("SCRA") and certain state laws provide important protections for you, including prohibiting foreclosure under most circumstances. If you are currently on active duty in the military service, or have been within the last nine (9) months, please notify American Home Mortgage Servicing, Inc. immediately. When contacting American Home Mortgage Servicing, Inc. as to your active duty status, please provide positive proof as to your active duty status, i.e. a copy of your active duty orders. This information is also applicable to you if you are considered a "dependent", as defined by the "SCRA", of a servicemember who is currently on active duty in the military service, or has been within the last nine (9) months. If you do not provide this information, it will be assumed that you are not entitled to protection under the above mentioned Act.

You are notified that this default and any other legal action that may occur as a result thereof may be reported to one or more local and national credit reporting agencies by American Home Mortgage Servicing, Inc. American Home Mortgage Servicing, Inc. requests that all payments be sent overnight to 1525 S. Beltline Rd. Coppell, TX 75019 or mailed to P.O. Box 660029 Dallas, TX 75266-0029. You may also send payments via Western Union: Code City-AHMSI Code State - TX. You may contact American Home Mortgage Servicing, Inc. at (877) 304-3100 should you have servicing questions regarding your account or by mail at P.O. Box 632237, Irving, TX 75063-2237. You may have options available to you to help you avoid foreclosure. Please contact American Home Mortgage Servicing, Inc.'s Loss Mitigation Department at (877) 304-3100 or by visiting www.ahmsi3.com for additional information and to see what options are available to you.

The matters discussed herein are of extreme importance. We trust you will give them appropriate attention.

Sincerely,

American Home Mortgage Servicing, Inc.
P.O. Box 632237
Irving, TX 75063-2237
Phone: (877) 304-3100

To the extent your original obligation was discharged, or is subject to an automatic stay of bankruptcy under Title 11 of the United States Code, this notice is for compliance and/or informational purposes only. Additionally, if you did not sign the Note or are not otherwise personally obligated to pay this debt, this letter is being sent for informational purposes.

FILED
CLERK OF COURT
SPARTANBURG COUNTY
2012 JUL 19 PM 1:02
M. HOPE BLACKLEY



RDA 84
12-16

American Home Mortgage Servicing Inc.
PO Box 9092
Temecula, CA 92589-9092



2260827945

PRESORT
First-Class Mail
U.S. Postage and
Fees Paid
WSO

Send Payments to:
American Home Mortgage Servicing Inc
P.O. Box 660029
Dallas, TX 75266-0029

20120328-156

Send Correspondence to:
American Home Mortgage Servicing Inc.
P.O. Box 632237
Irving, TX 75063-2237



GEARY THOMAS DOOLY
ELEANOR S DOOLY
PO BOX 3326
SPARTANBURG, SC 29304-3326

FILED
CLERK OF COURT
SPARTANBURG COUNTY
2012 JUL 19 PM 1:02
M. HOPE BLACKLEY



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RoA 85
13-16



P.O. Box 631730
Irving, TX 75063-1730

www.ahmsi3.com

03/28/2012

GEARY THOMAS DOOLY
ELEANOR S DOOLY
PO BOX 3326
SPARTANBURG, SC 29304-3326

Loan Number: 4000479909
Property Address: 690 ZION HILL ROAD
SPARTANBURG, SC 29307

Dear GEARY THOMAS DOOLY and ELEANOR S DOOLY:

You are hereby provided formal notice by American Home Mortgage Servicing, Inc., the Servicer of the above-referenced loan, on behalf of Deutsche Bank National Trust Company, as Trustee for Argent Securities Inc., Asset-Backed Pass-Through Certificates, Series 2004-W11, the Creditor to whom the debt is owed, regarding the status of your account. You are hereby provided formal notice by the Servicer (American Home Mortgage Servicing, Inc.), as authorized by the Creditor of the above-referenced home loan that you are in default under the terms and conditions of the Note and Security Instrument (i.e. Deed of Trust, Mortgage, etc.) for failure to pay the required installments when due.

This letter serves as further notice that American Home Mortgage Servicing, Inc. intends to enforce the provisions of the Note and Security Instrument. You must pay the full amount of the default on this loan by the thirty-fifth (35th) day from the date of this letter which is 05/02/2012 (or if said date falls on a Saturday, Sunday, or legal holiday, then on the first business day thereafter). If you do not pay the full amount of the default, our creditor may accelerate the entire sum of both principal and interest due and payable, and invoke any remedies provided for in the Note and Security Instrument, including but not limited to the foreclosure sale of the property. If you received a bankruptcy discharge which included this debt, this notice is not intended to and does not constitute an attempt to collect a debt against you personally; notice provisions may be contained within your mortgage/deed of trust which require this notice prior to foreclosure.

You are hereby informed that you may have the right to "cure" or reinstate the loan after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense you may have to acceleration and sale. In the event you pay the amount set forth above in a timely fashion, but said payment is returned for insufficient funds or for any other reason, your default will not be cured. American Home Mortgage Servicing, Inc. reserves the right to accept or reject a partial payment of the total amount due without waiving its right to proceed with foreclosure.

As of 03/28/2012 the amount of the debt that we are seeking to collect is \$4,501.30, which includes the sum of payments that have come due on and after the date of default 02/01/2012, any late charges, periodic adjustments to the payment amount (if applicable) and expenses of collection. In addition, any subsequent advances made by the Servicer to protect their lien position must be added to the total amount necessary to cure the default. Because of interest, late charges, and other charges or credits that may vary from day to day, or be assessed during the processing of this letter, the amount due on the day that you pay may be greater. Please contact American Home Mortgage Servicing, Inc. at (877) 304-3100 on the day that you intend to pay for the full amount owed on your account. This letter is in no way intended as a payoff statement for your mortgage, it merely states an amount necessary to cure the current delinquency.



ROA 86
74-76
2260827945

Please note, however, that your right to cure this default as referenced herein does not suspend your payment obligations. Pursuant to the terms of the Note, your 04/01/2012 installment is still due on 04/01/2012 (or if said date(s) falls on a Saturday, Sunday, or legal holiday, then on the first business day thereafter). Please disregard this notice if a payment sufficient to cure the default has already been sent.

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Upon your written request within thirty (30) days after the receipt of this letter, we will provide you with the name and address of the original creditor, if the original creditor is different from the current creditor.

A "CURE" or "Reinstatement Right" similar to that described in the prior paragraph may be available in many states. NO PERSON IN THIS OFFICE WILL GIVE YOU ANY LEGAL ADVICE. If, at any time, you make a written request to us not to be contacted by phone at your place of employment, we will not do so. If, at any time, you make a written request to us not to contact you, we will not do so, except to send statutorily and/or contractually required legal notice.

American Home Mortgage Servicing, Inc. would like you to be aware that if you are unable to make payments or resume payments within a reasonable period of time due to a reduction in your income resulting from a loss or reduction in your employment, you may be eligible for Homeownership Counseling. To obtain a list of HUD approved counseling agencies, please call (800) 569-4287 or by visiting <http://www.hud.gov/offices/hsg/sfh/hcc/hcs.cfm>. You may also contact the Homeownership Preservation Foundation's Hope hotline at (888) 995-HOPE (4673).

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The matters discussed herein are of extreme importance. We trust you will give them appropriate attention.

Sincerely,

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CLERK OF COURT
PARRAMOUNT COUNTY
JUL 19 PM 4:02
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15-16

American Home Mortgage Servicing, Inc.
P.O. Box 632237
Irving, TX 75063-2237
Phone: (877) 304-3100

To the extent your original obligation was discharged, or is subject to an automatic stay of bankruptcy under Title 11 of the United States Code, this notice is for compliance and/or informational purposes only. Additionally, if you did not sign the Note or are not otherwise personally obligated to pay this debt, this letter is being sent for informational purposes.

FILED
CLERK OF COURT
SPARTANBURG COUNTY
2012 JUL 19 PM 1:02
M. HOPE BLACKLEY



Affidavit of Service



2

DOCKET NUMBER: 2012-CP-42-3027
COURT OF COMMON PLEAS FOR SPARTANBURG COUNTY, SC
CASE STYLE:

FILE NUMBER: 1352112

PLAINTIFF

DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE FOR ARGENT SECURITIES INC., ASSET-BACKED PASSTHROUGH CERTIFICATES, SERIES 2004-W11; et seq.

vs.

DEFENDANT

GEARY THOMAS DOOLY AND ELEANOR S. DOOLY; et al.

SERVICE OF PROCESS
ON:

GEARY THOMAS DOOLY

METHOD OF SERVICE: A true and correct copy of the above-described papers were served on the below-named party in the following manner:

(x) (SUBSTITUTE) By leaving a copy at dwelling house or usual place of abode with some person of suitable age and discretion then residing therein.

PLACE OF SERVICE: 690 Zion Hill Rd.
Spartanburg, SC 29307

Is the place of service the dwelling house or usual place of abode for the party being served? (x) Yes () No

DATE OF SERVICE: 07/19/2012 TIME OF SERVICE: 2:40 PM

TYPE OF DOCUMENTS: (x) SUMMONS & COMPLAINT (x) LIS PENDENS
(x) OTHER: NOTICE OF FORECLOSURE INTERVENTION

DESCRIPTION OF PARTY RECEIVING DOCUMENTS: The person receiving the documents is described as follows:

Name ELEANOR DOOLY; Relationship/Title SPOUSE
Sex FEMALE; Race WHITE; Facial Hair None;
Age(prox.) 66-70; Height(prox.) 5'3"; Weight(prox.) 110

MARITAL STATUS: () Single (x) Married () Separated () Unknown

MILITARY STATUS: PER MY INVESTIGATION, SAID PERSON
() WAS (x) WAS NOT ENGAGED IN THE U.S. MILITARY AT THE TIME OF SERVICE () UNKNOWN
MILITARY BRANCH, IF APPLICABLE:

IS THE SUBJECT PROPERTY A MOBILE HOME? () YES (x) NO () MOBILE HOME VIN NOT VISIBLE
VIN #:

COMMENTS:

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CLERK OF COURT
SPARTANBURG COUNTY
2012 JUL 20 PM 12:41
M. HOPE BLACKLEY

Signature of Process Server: The undersigned declares, under penalty of perjury, that the foregoing is true and correct and that the deponent is over the age of 18 and is not a party to nor interested in this action.

NAME: Jeff Cooke

Signature of Process Server

7/20/12
Date

STATE OF SC

COUNTY OF Spth

Sworn and subscribed before me this 20th day of July, in the year of 2012
(x) Personally known to me or _____ identified by the following document:

Type: _____ Number/Reference: _____

Raci S. Johnson Notary Public for South Carolina
Notary Public (Legal Signature)
Commission Expiration 9/11/2019

ROA 89

2
A-2
8-17-12

ORIGINAL

STATE OF SOUTH CAROLINA

COUNTY OF SPARTANBURG

**Deutsche Bank National Trust Company, as
Trustee for Argent Securities Inc., Asset-Backed
Pass-Through Certificates, Series 2004-W11**
Alleged Plaintiff(s)

vs.

**Geary Thomas Dooly, Eleanor S. Dooly and
United States of America**
Alleged Defendants

IN THE COURT OF COMMON PLEAS

CASE NO.: 2012-CP-42-3027

**DEFENDANT'S COUNTER CLAIM AS
ANSWER TO PLAINTIFF'S
COMPLAINT NEGATING
DEFENSE, & DEMAND FOR
TRIAL BY JURY**

**FILED
CLERK OF COURT
SPARTANBURG COUNTY
2012 AUG 17 AM 10:41
M. HOPE BLACKLEY**

ALEDGED DEFENDANT'S COUNTERCLAIM AS ANSWER TO PLAINTIFF'S COMPLAINT

COMES NOW, Geary Thomas Dooly on behalf of himself and as guardian ad litem for Eleanor S. Dooly, one of the people of South Carolina, in a special limited appearance, without granting jurisdiction. Alleged Defendants (hereinafter referred to as "Defendant") denies or denies for lack of information presented all allegations, and leaves plaintiff to its proofs.

Defendant denies that Plaintiff is a holder in due course or "person entitled to enforce the instrument" pursuant to UCC 3-301. Defendant denies that alleged Plaintiff(s) (hereinafter referred to as "Plaintiff") has met the thresholds to prove lawful standing to foreclose.

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- A-2
- 1) There is no evidence on record of a competent witness with first-hand knowledge of the facts.
 - 2) There is no evidence of testimony from the true Plaintiff or injured party.
 - 3) There is no evidence of the original "wet ink" promissory note with proper endorsements together with the mortgage and ALL valid assignments attached.
 - 4) There is no evidence that signatures on Defendant's note are authentic and that Plaintiff is a holder in due course. Defendant challenges the authenticity of signatures pursuant to UCC 3-308.
 - 5) There is no evidence of the account and general ledger statement showing the full accounting of the alleged obligation that plaintiff is attempting to collect. Such as;

- a) FR 2046 balance sheet (OMB #'s 2046, 2049, 2099)
- b) FAS 95 Cash Flow Statements
- c) 1099 OID report
- d) CUSIP number
- e) SEC Registration # of the pooled trust
- f) FWP (free writing prospectus)

- 6) Demand is made that counsel provide proof of authority to collect this alleged debt on behalf of and under the name of Plaintiff. NOTE: It is res judicata that contracts between attorneys and their clients are not privileged information. See *Clarke v. American Commerce National Bank*.

Clarke v. American Commerce National Bank, 974 F.2d 127 (9th Cir. 1992), [T]he identity of the client, the amount of the fee, the identification of payment by case file name, and the general purpose of the work performed are usually not protected from disclosure by the attorney-client privilege. Id. at 129 (citations omitted).

NEGATING DEFENSES

1. Defendant denies that Plaintiff's action is not barred due to Accord and Satisfaction as the subject promissory note (now a security with CUSIP # 040104ME8, issuer: ARGENT

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SPARTANBURG COUNTY
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M. HOPE BLACKLEY

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SECURITIES INC) was taken for value and consideration pursuant to UCC 3-303(b).

2. Defendant denies that Plaintiff's action is not barred for Failure of Consideration as Plaintiff has not provided sufficient evidence that it took a risk in the subject transaction and therefore cannot be the creditor or damaged party of interest.
3. Defendant denies that Plaintiff is not barred due to Fraud for masquerading as a creditor and hiring a foreclosure mill to enforce an unregistered security without proof of ownership.
4. Defendant denies that Plaintiff is not barred from this action for failure to state a claim upon which relief may be granted. There is no evidence plaintiff is a real party of interest.

WHEREFORE, Defendant demands the Plaintiff's petition be dismissed with prejudice and for fraud on the court and for all other relief to which this Court finds Defendant entitled.

COUNTERCLAIM

COUNT I: DECLARATORY AND INJUNCTIVE RELIEF

- 1) This is an action for declaratory and injunctive relief against the Plaintiff.
- 2) The plaintiff has not met the thresholds of standing to foreclose and has engaged in unlawful foreclosure
- 3) As evidenced by the lack of testimony from an injured party or witness with first-hand knowledge, the plaintiff's complaint is merely hearsay and of no force or effect.
- 4) As a proximate result of the Plaintiff's unlawful actions set forth herein, Defendants continue to suffer irreparable harm for which monetary compensation is inadequate.
- 5) These acts were wrongful and predatory and the acts by the plaintiff and its agents/alleged successors were intentional and deceptive.
- 6) There is a substantial likelihood that Defendants will prevail on the merits of their counterclaims. Expert witness for Defendant has found subject Note being currently actively

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traded under CUSIP # 040104ME8 as issued by one ARGENT SECURTIES INC. Affidavit and certified true copies of proof will be provided to Plaintiff and jury.

WHEREFORE, Defendants request the Court dismiss the Plaintiff's complaint with prejudice and enter a judgment in favor of defendant for declaratory and injunctive relief.

COUNT 2: RECOUPMENT

- 7) Defendant unwittingly gave Plaintiff the instrument or the capital for the investor's money, and the pay-forward was done by the investors before there was ever an alleged loan in place.
- 8) That gives Defendant a proprietary interest in the instrument as Defendants own the securities from this pooling and servicing agreement and from the trust fund. The Defendants have a proprietary interest in the proceeds from the security, which is why the disclaimer is in CFR 433.2, establishing the fact that Plaintiff cannot be a holder, because a holder can only take it free of all defenses and claims. Plaintiff is not and cannot be holder in due course under UCC 3-305 – *Defenses and Claims in Recoupment*.”
- 9) Under UCC 3-305(c) an obligor is not obliged to pay the instrument if the person seeking the enforcement of the instrument does not have the rights of a holder in due course.
- 10) Among the claims and defenses that the Defendants have are as follows; first defense, under UCC 3-305, Defendants have a *claim in recoupment*.
- 11) Defendant's second claim or defense is UCC 3-306, which says Defendant has a property or possessory right in the instrument or its proceeds and has the right to rescind the negotiation of the transaction and recover the instrument or its proceeds. (Negotiation means the endorsement of the note.)

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SPARTANBURG COUNTY
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A-2

12) Defendant has a claim in recoupment and a claim under UCC 3-306 to the proceeds and a right to rescind the negotiation. In addition, Defendant has a possessory right in the instrument or the proceeds of the *investment contract*.

13) Since Plaintiff is holding Defendant liable to a contract where Defendant was an undisclosed third party which was not subscribed to or memorialized by the Defendant, then Defendant has a right to the proceeds from the transaction. Plaintiff has no standing to foreclose on the property as it does not own the security, the Defendant does.

14) Counterclaimant (Defendant) is entitled to the following:

- a. Return of the unaltered Promissory Note #0060029394-9605 (now a security)
- b. Return of the known proceeds of Promissory Note #0060029394-9605 (now a security)
- c. Merge accounts payable and accounts receivable according to GAAP

WHEREFORE, Defendant request the Court dismiss the Plaintiff's complaint with prejudice and enter a judgment in favor of defendant for a claim in the nature of recoupment, and such other and further relief as to the court seems proper.

FURTHERMORE, Defendant reserves the right to amend this Counterclaim as Answer as needed.

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SPARTANBURG COUNTY
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M. HOPE BLACKLEY

DEMAND FOR TRIAL BY JURY

1. Defendants, as Americans, are guaranteed the Right to a **trial by jury**, pursuant to the Seventh Amendment of the National Constitution, and pursuant to the State Constitution.
2. Defendants, hereby claim, exercise and demand their Constitutional Right to trial by jury pursuant to both the National and State Constitutions; and further, informs this Court that trial by jury is an indispensable component of due process of law. Thus, any court which fails to provide trial by jury, fails the test of due process, has no lawful jurisdiction to hear

ROA-8594

A-2

the matter in controversy, and any judgment rendered thereby is null and void, without lawful force and effect, whatsoever. See: *World Wide Volkswagon v. Woodsen*, 444 U.S. 286, 291; *National Bank v. Wiley*, 195 US 257; *Pennoyer v. Neff*, 95 US 714.

Date: 17th day of July, 2012

Geary Thomas Dooly

Without prejudice - All rights reserved.
Signed reserving all my rights at UCC 1-207 & 1-308
Geary Thomas Dooly
c/o Post Office Box 3326
Spartanburg, South Carolina [29304]

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$ 0.65	0301
Certified Fee	\$2.95	07
Return Receipt Fee (Endorsement Required)	\$2.35	Postmark Here
Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$ 5.95	08/17/2012

Sent To
JOHN SONS FREDMAN LLC
Street, Apt. No.,
or PO Box No. *1587 NORTHEAST EXPRESSWAY*
City, State, ZIP+4
ATLANTA, GA 30329

PS Form 3800, August 2006 See Reverse for Instructions

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CLERK OF COURT
SPARTANBURG COUNTY
2012 AUG 17 AM 10:41
M. HOPE BLACKLEY

ROA: *[Signature]*
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STATE OF SOUTH CAROLINA)

COPY

IN THE COURT OF COMMON PLEAS

COUNTY OF SPARTANBURG)

CASE ACTION NO.

2012-CP-42-3027

Deutsche Bank National)
Trust Company, as)
Trustee for Argent)
Securities, Inc., Asset-)
Backed Pass-Through)
Certificates, Series)
2004-W11,)

**PLAINTIFF'S REPLY
TO ANSWER AND COUNTERCLAIM**

Plaintiff,)

vs.)

Geary Thomas Dooly,)
Eleanor S. Dooly and)
United States of America,)

Defendants.)

COMES NOW Deutsche Bank National Trust Company, as Trustee for Argent Securities, Inc., Asset-Backed Pass-Through Certificates, Series 2004-W11, ("Plaintiff"), Plaintiff in the above-styled civil action, and files its Reply to Defendants' Counterclaim as Answer to Plaintiff's Complaint Negating Defense (the "Counterclaim") and states as follows:

FIRST DEFENSE ✓

Plaintiff denies each and every allegation of the Defendants' Counterclaim not hereinafter specifically admitted.

SECOND DEFENSE ✓

Defendants' Counterclaim fails to state a claim upon which relief can be granted.

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✓ **THIRD DEFENSE**

Defendants should be denied any equitable relief sought as they have an adequate remedy at law.

✓ **FOURTH DEFENSE**

Defendants should not be permitted to seek equity from this Court under the doctrine of unclean hands and the equitable maxim that he who would have equity must do equity and must give effect to all equitable rights of the other party.

✓ **FIFTH DEFENSE**

Plaintiff asserts that Defendants are in breach of their contract and have not complied with the specific terms of the contract.

✓ **SIXTH DEFENSE**

Plaintiff asserts the defenses of statute of limitations, laches, waiver, estoppel, recoupment, and setoff.

✓ **SEVENTH DEFENSE**

Plaintiff asserts the defense that it has conformed in good faith with all rules, regulations, and interpretations applicable to Defendants' allegations in this case.

✓ **EIGHTH DEFENSE**

Plaintiff asserts the defense that Defendants have failed to tender or remit the amounts due under the Note.

✓ **NINTH DEFENSE**

Plaintiff asserts the defense of Statute of Frauds as applicable to contracts regarding the sale of land.

TENTH DEFENSE

Each and every allegation of the Counterclaim not specifically admitted, modified or explained is denied and strict proof thereof is demanded. Plaintiff responds to each of these specifically enumerated paragraphs in Defendants' Answer and Counterclaims as follows:

NEGATING DEFENSES

1. Plaintiff denies the allegations contained within Paragraphs 1, 2, 3 and 4 of Defendants' Negating Defenses in the Counterclaim, and demands strict proof thereof.

COUNTERCLAIMS

(Count I: Declaratory and Injunctive Relief)

2. Plaintiff denies the allegations contained within Paragraphs 1, 2, 3, 4, 5 and 6 of Count I of Defendants' Counterclaim, and demands strict proof thereof.



COUNTERCLAIM **(Count II: Recoupment)**

3. Plaintiff denies the allegations contained within Paragraphs 7, 8, 9, 10, 11, 12, 13 and 14 (a)(b) and (c), of Count II of Defendants' Counterclaim, and demands strict proof thereof.

DEMAND FOR TRIAL BY JURY

4. Plaintiff denies the allegations contained within Paragraphs 1 and 2 of Defendants' Counterclaim and Demand for Trial by Jury, and demands strict proof thereof.

WHEREFORE, Plaintiff prays as follows:

That each of Defendants' counterclaims be denied and that judgment be entered in favor of Plaintiff in this civil action;

That Plaintiff be granted the relief sought in its Complaint;

That Plaintiff be entitled to recover costs and attorney's fees for having to defend this counterclaim; and for such other and further relief as this Honorable Court deems just and proper.

Respectfully submitted this 17th day of September, 2012.

JOHNSON & FREEDMAN, L.L.C.

By:

Lora Stuart Camp

Lora Stuart Camp
South Carolina Bar No. 68633
Attorneys for Plaintiff
1587 Northeast Expressway
Atlanta, Georgia 30329
(678)298-8829

THE ATZ ATTY HAD
ALREADY ANSWERED
9-21-12

STATE OF SOUTH CAROLINA)
) IN THE COURT OF COMMON PLEAS
COUNTY OF SPARTANBURG) SEVENTH JUDICIAL CIRCUIT

Deutsche Bank National Trust) Civil Action No. 2012-CP-42-3027
Company, as Trustee for Argent)
Securities, Inc., Asset-Backed Pass)
Through Certificates, Series 2004-W11,)
)
Plaintiff,)
)
vs.)
)
Geary Thomas Dooly and Eleanor S.)
Dooly, and United States of America)
)
Defendants.)
)
)
)
)
)
)

**PLAINTIFF'S REPLY TO
COUNTERCLAIMS OF
DEFENDANTS GEARY THOMAS
DOOLY AND ELEANOR S. DOOLY**

The Plaintiff, Deutsche Bank National Trust Company, as Trustee for Argent Securities, Inc., Asset-Backed Pass Through Certificates, Series 2004-W11 (hereinafter "Trustee"), hereby answers the counterclaims of Defendants Geary Thomas Dooly, individually and as guardian ad litem for Eleanor S. Dooly (hereinafter "Defendants"). Trustee denies any allegation not specifically admitted below.

1. Trustee has no obligation to respond to Paragraphs 1-6 and Paragraphs 1-4 under the heading "Negating Defenses" of the Defendants' responsive pleading because those paragraphs contain their responses to Trustee's foreclosure complaint and associated affirmative defenses. To the extent a response is deemed necessary, Trustee denies them.

FOR A FIRST DEFENSE TO DEFENDANTS' FIRST COUNTERCLAIM
(Count 1: Declaratory and Injunctive Relief)

2. Paragraph 1 contains legal conclusions to which no response is required. To the extent a response is deemed necessary to this paragraph, Trustee denies the same.

3. Trustee denies the allegations set forth in Paragraph 2.

ROA/100 2-7

4. Trustee denies the allegations set forth in Paragraph 3.
5. Trustee denies the allegations set forth in Paragraph 4.
6. Trustee denies the allegations set forth in Paragraph 5.
7. Trustee denies the allegations set forth in Paragraph 6.
8. Trustee denies that the Defendants are entitled to any of the relief sought in the unnumbered paragraph beginning with "WHEREFORE" that follows Paragraph 6.

FOR A FIRST DEFENSE TO DEFENDANTS' SECOND COUNTERCLAIM
(Count 2: Recoupment)

9. Trustee denies the allegations set forth in Paragraph 7.
10. Trustee denies the allegations set forth in Paragraph 8.
11. Trustee denies the allegations set forth in Paragraph 9.
12. Trustee denies the allegations set forth in Paragraph 10.
13. Trustee denies the allegations set forth in Paragraph 11.
14. Trustee denies the allegations set forth in Paragraph 12.
15. Trustee denies the allegations set forth in Paragraph 13.
16. Trustee denies that the Defendants are entitled to any of the relief sought in paragraph 14.
17. Trustee denies that the Defendants are entitled to any of the relief sought in the unnumbered paragraph beginning with "WHEREFORE" that follows Paragraph 14.

FOR A SECOND DEFENSE
(Failure to State a Claim)

18. Defendants have failed to state a claim upon which relief can be granted, and Defendants' Counterclaims should, therefore, be dismissed pursuant to Rule 12(b)(6) of the South Carolina Rules of Civil Procedure.

FOR A THIRD DEFENSE
(Holder in Due Course)

19. Trustee and Argent Securities, Inc., Asset-Backed Pass Through Certificates, Series 2004-W11 took Defendants' Note and Mortgage for value, in good faith, and without notice of any defects, defenses or claims. Trustee on behalf of the Trust is, therefore, a holder

ROA/01 327

in due course of the Note and Mortgage and holds the Note and Mortgage free and clear of the claim asserted by the Defendants.

FOR A FOURTH DEFENSE
(Unclean Hands and In Pari Delicto)

20. Defendants' claim may be barred by the doctrines of unclean hands and/or in pari delicto.

FOR A FIFTH DEFENSE
(Waiver and Estoppel)

21. Defendants' claim may be barred by the doctrines of waiver and/or estoppel.

FOR A SIXTH DEFENSE
(Laches)

22. Defendants' claim may be barred by the doctrine of laches.

FOR A SEVENTH DEFENSE
(Bona Fide Error, Good Faith, and Reasonable Procedures)

23. Any actions taken by and/or any procedures followed by Trustee and Argent Securities, Inc., Asset-Backed Pass Through Certificates, Series 2004-W11 concerning the Defendants and that Note and/or Mortgage given by the Defendants were taken in good faith, in a reasonable manner, and Trustee's and the Trust's actions and/or procedures were authorized by statutes, reasonable in time and manner, and in compliance with any laws and contracts, or alternatively, were made as the result of a bona fide error that was unintentional, notwithstanding the maintenance of procedures reasonably adapted to avoid any such error, and therefore the Defendants are precluded from recovery against Trustee.

FOR AN EIGHTH DEFENSE
(Failure to Mitigate)

24. The damages recoverable by Defendants, if any, must be reduced by any amount of damages caused by Defendants' failure to mitigate such damages in whole or in part.

FOR A NINTH DEFENSE
(Statute of Limitations)

25. Defendants' claim may be barred by the applicable statute of limitations.

ROA102 ~~4-7~~

FOR A TENTH DEFENSE
(Set-Off)

26. Defendants were advanced a sum of money and promised to repay the money in full, with interest at a stated rate. Trustee denies that the Defendants have any basis whatsoever for the affirmative relief sought in the counterclaims, but if the Court were to grant such relief, Trustee, as the holder of the Note and Mortgage, would be entitled to repayment of the sum advanced, plus interest, as a recoupment and set off against such relief, and Trustee would also be entitled to an order of this Court recognizing and declaring Trustee's equitable right to repayment in full, plus interest.

FOR AN ELEVENTH DEFENSE
(Prior Breach)

27. To the extent that Trustee breached any contract with the Defendants, which Trustee expressly denies, said breach was occasioned by Defendants' prior breach of the contract. Therefore, Defendants' claim for breach of contract must be dismissed.

FOR A TWELFTH DEFENSE
(Compliance with Contract)

28. Trustee at all times complied with the terms of any contracts with the Defendants and, therefore, Defendants' counterclaim for breach of contract must be dismissed.

FOR A THIRTEENTH DEFENSE
(Reservation of Rights)

29. Trustee reserves the right to assert any and all other defenses to Defendants' counterclaim, both factual and legal, as may be justified by information subsequently obtained.

WHEREFORE, Trustee requests that the counterclaims be dismissed with prejudice and for such further and other relief as the Court may deem just and proper.

ROA 103 ~~57~~

NELSON MULLINS RILEY & SCARBOROUGH LLP

By: Kimberly N. Renaud
Giles M. Schanen, Jr.
E-Mail Address: giles.schanen@nelsonmullins.com
SC Bar No. 70391
Kimberly N. Renaud
E-Mail Address: kimberly.renaud@nelsonmullins.com
SC Bar No. 78730
Poinsett Plaza / 9th Floor
104 South Main Street
Post Office Box 10084 (29603-0084)
Greenville, SC 29601
(864) 250-2300

Attorneys for Deutsche Bank National Trust Company, as
Trustee for Argent Securities, Inc., Asset-Backed Pass
Through Certificates, Series 2004-W11

Greenville, South Carolina

September 21, 2012

ROA/04 ~~6~~

CERTIFICATE OF SERVICE

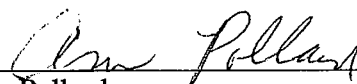
I, the undersigned Administrative Assistant of the law offices of Nelson Mullins Riley & Scarborough LLP, attorneys for Deutsche Bank National Trust Company, do hereby certify that I have served all counsel in this action with a copy of the pleading(s) hereinbelow specified by mailing a copy of the same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

Pleadings:

Plaintiff's Reply to Counterclaims of Defendants Geary Thomas Dooly and Eleanor S. Dooly

Counsel Served:

Geary Thomas Dooly, Pro Se Plaintiff
Eleanor S. Dooly, Pro Se Plaintiff
PO Box 3326
Spartanburg, SC 29304



Ann Pollard
Administrative Assistant

Sept. 21, 2012

Nelson Mullins

Nelson Mullins Riley & Scarborough LLP

Attorneys and Counselors at Law

104 South Main Street / Ninth Floor / Greenville, SC 29601

Tel: 864.250.2300 Fax: 864.232.2925

www.nelsonmullins.com

Kimberly N. Renaud

Tel: 864.250.2348

kimberly.renaud@nelsonmullins.com

January 7, 2013 ←

The Honorable Hope M. Blackley
Clerk of Court
Spartanburg County Courthouse
Post Office Box 3483
Spartanburg, SC 29304-3483

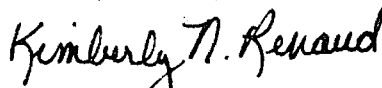
RE: Deutsche Bank National Trust Company v. Geary Thomas Dooly and Eleanor
S. Dooly, and United States of America
Civil Action No. 2012-CP-42-3027
NMRS File No. 33482/01540

Dear Ms. Blackley:

Enclosed please find the original and one copy of Plaintiff's Motion to Dismiss Counterclaims and for Order of Reference to The Master in Equity in the above-referenced matter. Also enclosed is our check covering the filing fee, along with our Motion Cover Form. Please return a file stamped copy in the enclosed envelope.

With kind regards, I remain

Very truly yours,



Kimberly N. Renaud

KNR:SZ

Enclosures

cc: Geary Thomas Dooly (w/enclosure)
Eleanor S. Dooly (w/enclosure)

STATE OF SOUTH CAROLINA)

) IN THE

☒

COURT OF COMMON PLEAS

COUNTY OF SPARTANBURG)

☐

FAMILY COURT

Deutsche Bank National Trust Company, et al.,)

☒ Plaintiff,)

vs.)

Geary Thomas Dooly and Eleanor S. Dooly, and the)
United States of America,)☐ Defendants.)

Case No. 2012-CP-42-03027

**MOTION AND ORDER INFORMATION
FORM AND COVER SHEET**Plaintiff's Attorney: Kimberly N. Renaud
Address: Nelson Mullins Law Firm, PO Box 10084
Greenville, SC 29603
phone: (864) 250-2348 fax: (864) 232-2925
e-mail: kimberly.renaud@nelsonmullins.com other:Pro Se Defendants : Geary Thomas Dooley and Eleanor S.
Dooly
Address: PO Box 3326, Spartanburg SC 29304
phone: fax:
e-mail: other:

- ☒ MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III)
☐ FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III)
☐ PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)

SECTION I: Hearing InformationNature of Motion: Motion to DismissEstimated Time Needed: 15 minutes Court Reporter Needed: Yes**SECTION II: Motion Type**☒ Written motion attached

Form Motion --

I hereby move for relief or action by the court as set forth in the attached proposed order.

Kimberly N. Renaud
Signature of Attorney for ☒ Plaintiff ☐ DefendantJanuary 7, 2013 ←
Date submitted**SECTION III: Motion Fee**☒ PAID - AMOUNT: \$25.00☐ EXEMPT:

(check reason)

☐ Rule to Show Cause in Child or Spousal Support☐ Domestic Abuse or Abuse and Neglect☐ Indigent Status☐ State Agency v. Indigent Party☐ Sexually Violent Predator Act☐ Post-Conviction Relief☐ Motion for Stay in Bankruptcy☐ Motion for Publication☐ Motion for Execution (Rule 69, SCRCP)☐ Proposed order submitted at request of the court; or,
reduced to writing from motion made in open court per judge's instructions

Name of Court Reporter: _____

☐ Other:**JUDGE'S SECTION**☐ Motion Fee to be paid upon filing of the attached order.☐ Other:

JUDGE _____

CODE: _____ Date: _____

CLERK'S VERIFICATIONCollected by: _____
(print name)DATE FILED☐ MOTION FEE COLLECTED: _____☐ CONTESTED - AMOUNT DUE: _____

SCCA/233 (1/2003)

ROA 107 ~~24~~

STATE OF SOUTH CAROLINA)
) IN THE COURT OF COMMON PLEAS
COUNTY OF SPARTANBURG) SEVENTH JUDICIAL CIRCUIT

Deutsche Bank National Trust) Civil Action No. 2012-CP-42-03027
Company, as Trustee for Argent)
Securities, Inc., Asset-Backed Pass)
Through Certificates, Series 2004-W11,)

Plaintiff,)

vs.)

Geary Thomas Dooly and Eleanor S.)
Dooly, and United States of America)

Defendants.)

PLAINTIFF'S MOTION TO
DISMISS COUNTERCLAIMS AND
FOR ORDER OF REFERENCE TO
THE MASTER IN EQUITY

Plaintiff Deutsche Bank National Trust Company, as Trustee for Argent Securities, Inc., Asset-Backed Pass Through Certificates, Series 2004-W11 ("Plaintiff") hereby moves for an Order pursuant to S.C.R.C.P. 12(b)(6) dismissing the counterclaims asserted by Defendants Geary Thomas Dooly and Eleanor S. Dooly ("Defendants"). The grounds for this Motion are that Defendants' counterclaim for lack of standing fails to state a cause of action for which relief can be granted and should be dismissed or, alternatively, designated as an affirmative defense. Specifically, Plaintiff is the holder of the Note and Mortgage and has the right to enforce the terms and conditions of both. Also, Defendants lack standing to challenge the Assignment of Mortgage.

Defendants' claim for recoupment fails to state a cause of action for which relief can be granted and should be dismissed. Specifically, Defendants' allegations asserting a proprietary interest in the note and proceeds are not legally cognizable claims.

Therefore, Defendants' counterclaims should be dismissed and this matter referred to the Master in Equity pursuant to S.C. R.C.P. 53(b).

ROA 108 ~~34~~

This Motion will be further supported by legal memoranda and any other materials as permitted by the Court.

NELSON MULLINS RILEY & SCARBOROUGH LLP

By: Kimberly N. Renaud
Giles M. Schanen, Jr.
E-Mail Address: giles.schanen@nelsonmullins.com
SC Bar No. 70391
Kimberly N. Renaud
SC Bar No. 78730
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Post Office Box 10084 (29603-0084)
Greenville, SC 29601
(864) 250-2300

Attorneys for Plaintiff

Greenville, South Carolina

January 7, 2012.

ROA 109 ~~44~~

A-19
131-13

STATE OF SOUTH CAROLINA

COUNTY OF SPARTANBURG

Deutsche Bank National Trust Company, as

Trustee for Argent Securities Inc., Asset-Backed
Pass-Through Certificates, Series 2004-W11
counter/plaintiff(s)

vs.

Geary Thomas Dooly, Eleanor S, Dooly and
United States of America
Counter/defendants

IN THE COURT OF COMMON PLEAS
SEVENTH JUDICIAL CIRCUIT
CASE NO.: 2012-CP-42-3027

DEFENDANTS'
COUNTERCLAIM; as ANSWER
TO COUNTER PLAINTIFF'S
COMPLAINT; and DEMAND for
JURY TRIAL

1st Amended Counterclaim To Complaint

**COUNTER DEFENDANT'S COUNTERCLAIM, 1st AMENDED COUNTERCLAIM,
COMPLAINT, AS ANSWER TO COUNTER/PLAINTIFF'S COMPLAINT**

I, Geary Thomas Dooly, one of the people of South Carolina, natural person on South Carolina state, denies, or denies for lack of knowledge, all allegations, alleged in counter/plaintiff's complaint, and demands strict proof thereof. This 1st Amended Counterclaim To Complaint is made and intended to comply and fulfill all South Carolina Rules of Civil Procedure, and the Court is further noticed, that Alleged Defendant, Pro Se Vivus/Triformis, not being educated in the law, the court must read and construe liberally, all pleadings by the Alleged Defendant. *Hanes v. Kerner* 404 US 520, *Birl v Estelle* 660 F.2d 592.

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Counter/defendant alleges that the record reflects counter/plaintiff has placed no documentation on the record in this instant action, that could be construed as proof that counter/plaintiff is a holder in due course of any instrument, or is a person entitled to enforce any instrument, pursuant to UCC 3-301, that meets the thresholds to prove lawful standing to commence an action against counter/defendants and/or their property.

Absent delegated authority by the principal; Attorney Nicholas N. Sears, Esquire, of the Law firm JOHNSON & FREEMAN, LLC, on the day July 19, 2012, filed with the clerk of Spartanburg County Court, a Sham Pleading, as him being Authorized Agent for the alleged Plaintiff, Deutsche Bank National Trust Company, as Trustee for Argent Securities Inc., Asset-Backed Pass-Through Certificates, Series 2004 W11, for the purpose to commence case no. 2012-CP-42-3027.

I. JURISDICTION AND VENUE

1. All pervious paragraphs incorporated herein reference.
2. This court has jurisdiction and venue over this matter, defendant's counter/claim.

II. PARTIES

3. All previous paragraphs incorporated herein by reference.
4. Defendant Geary Thomas Dooly, hereinafter, Geary Thomas, lives at/near 690 Zion Hill Road Spartanburg, South Carolina, and has lived on South Carolina for 43 years.
5. Defendant Eleanor S. Dooly, Hereinafter, Eleanor S., lives at/near 690 Zion Hill Road Spartanburg, South Carolina, and has lived on South Carolina for 43 Years.
6. Defendant United States of America, hereinafter, United States of America, is a Fictitious corporation, incorporated in the STATE of DELAWARE, and possibly other places not known.

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ROA-208

A-19
7. Plaintiff Deutsche Bank National Trust Company, as Trustee for Argent Securities Inc. asset-backed pass-through Certificates, Series 2004 W11, a fictitious corporation, residence unknown.

III. FACTS

8. All previous paragraphs incorporated herein by reference.

9. Counter/plaintiffs have placed no evidence on the record, alleged and sworn, by a competent fact witness having first-hand knowledge of the facts alleged by them, in plaintiff's complaint.

10. There is no evidence of testimony, on the record of this instant action, by a damaged party.

11. As evidenced by the lack of testimony from an injured party or witness with first-hand knowledge, the plaintiff's complaint is merely hearsay and of no force or effect.

12. As a proximate result of the Plaintiff's unlawful actions set forth herein, Defendants continue to suffer irreparable harm for which monetary compensation is inadequate.

13. These acts were wrongful and predatory and the acts by the plaintiff and its agents/alleged successors were intentional and deceptive.

IV. CAUSES OF ACTION

14. All previous paragraphs incorporated herein by reference.

15. Assignment of Note and Mortgage is invalid and a nullity due to affidavits in the court record of this Case that said Assignment of Note and Mortgage contains four (4) robo signatures. The Attorney General of South Carolina participated in a press release dated Oct 13, 2010 by the National Association of Attorneys General (NAAG) in reference to robo signers that stated, in part, "This process of signing documents without confirming their accuracy has come to be known

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as "robo-signing." We believe such a process may constitute a deceptive act and/or an unfair practice or otherwise violate state laws."

Furthermore, since this Assignment was made in the State of Florida, the laws of that State were violated by these robo signers as follows: The essential requirements of affidavit filings, as a threshold matter, are that Fla. R. Civ. Pro. 1.510(e) sets out the formal requirements for such filings. This rule reads, in whole, that:

[s]upporting and opposing affidavits shall be made on personal knowledge, shall set forth such facts as would be admissible in evidence, and shall show affirmatively that the affiant is competent to testify to the matters stated therein. Sworn or certified copies of all papers or parts thereof referred to in an affidavit shall be attached thereto or served therewith. The court may permit affidavits to be supplemented or opposed by depositions, answers to interrogatories, or by further affidavits.

Thus, when a supporting affidavit does not comply with the requirements that it: (1) be made on personal knowledge; (2) set forth such facts as would be admissible in evidence; and (3) show affirmatively that the affiant is competent to testify to the matters stated therein, it is legally insufficient to support the entry of judgment in favor of the moving party. See Enterprise Leasing Co. v. Demartino, 15 So. 3d 711 (Fla. 2d DCA 2009). Therefore, the Assignment of this Note and Mortgage is insufficient, a nullity, and renders neither the Note or Mortgage transferred to Plaintiff. When a servicer files an affidavit that claims to be based on personal knowledge but is not in fact based on personal knowledge, the servicer is committing fraud on the court, and quite possibly perjury. To further implicate fraud on the court, the Notary on the Assignment was an admitted robo-Notary. Plaintiff is NOT holder in due course, and has NO standing to bring this case in bad faith upon the court.

16. There is no evidence of the original "wet ink" promissory note with proper endorsements together with the mortgage and ALL valid assignments attached. UCC 3-301 states: "**Person**

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A-14

entitled to enforce" an instrument means (i) the holder of the instrument, (ii) a nonholder in possession of the instrument who has the rights of a holder,...." Furthermore, UCC 1-201 (b)(21) states: *"Holder" means: (A) the person in possession of a negotiable instrument that is payable either to bearer or to an identified person that is the person in possession; or (B) the person in possession of a document of title if the goods are deliverable either to bearer or to the order of the person in possession."* The Plaintiff in a foreclosure action, per this law, must be required to produce the Note and Mortgage as evidence in order to establish standing. A copy of the Note is no more evidence than a copy of a \$100 bill to prove that one has 100 dollars, therefore Plaintiff lacks standing until the original wet ink Note and Mortgage is presented as evidence.

17. There is no evidence that signatures on Defendant's note are authentic and that Plaintiff is a holder in due course. As a cause of action, Defendant challenges the authenticity of signatures pursuant to UCC 3-308.

18. There is no evidence of the account and general ledger statement(s) showing the full accounting of the alleged obligation that plaintiff is attempting to collect. Such as:

- a) FR 2046 balance sheet (OMB #'s 2046, 2049, 2099)
- b) FAS 95 Cash Flow Statements
- c) 1099 OID report
- d) CUSIP number
- e) SEC Registration # of the pooled trust
- f) FWP (free writing prospectus)

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Furthermore, Plaintiff has refused request to provide any of the above without subpoena.

19. There is no evidence that counsel has written authority from the Plaintiff to bring this action, therefore, demand is made that counsel provide proof of authority to collect this alleged debt on 1st Amended counterclaim To Complaint Page 5 of 10

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ROA-27

A-19
behalf of and under the name of Plaintiff. NOTE: It is res judicata that contracts between attorneys and their clients are not privileged information. See *Clarke v. American Commerce National Bank*:

Clarke v. American Commerce National Bank, 974 F.2d 127 (9th Cir. 1992), [T]he identity of the client, the amount of the fee, the identification of payment by case file name, and the general purpose of the work performed are usually not protected from disclosure by the attorney-client privilege. *Id.* at 129 (citations omitted).

V. NEGATING DEFENSES

20. Defendant denies that Plaintiff's action is not barred due to Accord and Satisfaction as the subject promissory note (now a security with CUSIP # 040104ME8, issuer: ARGENT SECURITIES INC) was taken for value and consideration pursuant to UCC 3-303(b). Defendant denies that Plaintiff's action is not barred for Failure of Consideration as Plaintiff has not provided sufficient evidence that it took a risk in the subject transaction and therefore cannot be the creditor or damaged party of interest.

21. Defendant denies that Plaintiff is not barred due to bad faith and apparent fraud for masquerading as a creditor and hiring a foreclosure mill to enforce an unregistered security without proof of ownership.

22. Defendant denies that Plaintiff is not barred from this action for failure to state a claim upon which relief may be granted. There is no evidence plaintiff is a real party of interest.

WHEREFORE, Defendant demands the Plaintiff's petition be dismissed with prejudice and for fraud on the court and for all other relief to which this Court finds Defendant entitled.

VI. DECLARATORY AND INJUNCTIVE RELIEF

23. This is an action for declaratory and injunctive relief against the Plaintiff.

24. The plaintiff has not met the thresholds of standing to foreclose and has engaged in an 1st Amended counterclaim To Complaint Page 6 of 10

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A-14
unlawful foreclosure.

25. As evidenced by the lack of testimony from an injured party or witness with first-hand knowledge, the plaintiff's complaint is merely hearsay and of no force or effect.

26. As a proximate result of the Plaintiff's unlawful actions set forth herein, Defendants continue to suffer irreparable harm for which monetary compensation is inadequate.

27. These acts were wrongful and predatory and the acts by the plaintiff and its agents/alleged successors were intentional and deceptive.

28. There is a substantial likelihood that Defendants will prevail on the merits of their counterclaims. Expert witness for Defendant has found subject Note being currently actively traded under CUSIP # 040104ME8 as issued by one ARGENT SECURITIES INC. Affidavit and certified true copies of proof will be provided to Plaintiff and jury.

WHEREFORE, Defendants request the Court dismiss the Plaintiff's complaint with prejudice and enter a judgment in favor of defendant for declaratory and injunctive relief.

VII. RECOUPMENT

29. Defendant unwittingly gave Plaintiff the instrument or the capital for the investor's money and the pay-forward was done by the investors before there was ever an alleged loan in place.

30. That gives Defendant a proprietary interest in the instrument as Defendants own the securities from this pooling and servicing agreement and from the trust fund. The Defendants have a proprietary interest in the proceeds from the security, which is why the disclaimer is in CFR 433.2, establishing the fact that Plaintiff cannot be a holder, because a holder can only take it free of all defenses and claims. Plaintiff is not and cannot be holder in due course under UCC 3-305 – Defenses and Claims in Recoupment.”

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ROA-213

A-19

31. Under UCC 3-305(c) an obligor is not obliged to pay the instrument if the person seeking the enforcement of the instrument does not have the rights of a holder in due course.

32. Among the claims and defenses that the Defendants have are as follows; first defense, under UCC 3-305, Defendants have a claim in recoupment.

33. Defendant's second claim or defense is UCC 3-306, which says Defendant has a property or possessory right in the instrument or its proceeds and has the right to rescind the negotiation of the transaction and recover the instrument or its proceeds. (Negotiation means the endorsement of the note.)

34. Defendant has a claim in recoupment and a claim under UCC 3-306 to the proceeds and a right to rescind the negotiation. In addition, Defendant has a possessory right in the instrument or the proceeds of the *investment contract*.

35. Since Plaintiff is holding Defendant liable to a contract where Defendant was an undisclosed third party, which was not subscribed to or memorialized by the Defendant, then Defendant has a right to the proceeds from the transaction. Plaintiff has no standing to foreclose on the property, as it does not own the security, the Defendant does.

36. Counterclaimant (Defendant) is entitled to the following:

- a) Return of the unaltered Promissory Note #0060029394-9605 (now a security)
- b) Return of the known proceeds of Promissory Note #0060029394-9605 (now a security)
- c) Merge accounts payable and accounts receivable according to GAAP.

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WHEREFORE, Defendant request the Court dismiss the Plaintiff's complaint with prejudice

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and enter a judgment in favor of defendant for a claim in the nature of recoupment, and such other and further relief as to the court seems proper.

FURTHERMORE, Defendant reserves the right to amend this Counterclaim as Answer as needed.

VIII. DEMAND FOR TRIAL BY JURY

37. Defendants, are Nationals of South Carolina and are guaranteed the Right to a trial by jury, pursuant to the Seventh Amendment of the Constitution of the United States, and pursuant to the South Carolina state Constitution.

38. Defendants, hereby claim, exercise and demand their Right to trial by jury pursuant to both the Bill of Rights and state Constitutions; and further, informs this Court that trial by jury is an indispensable component of due process of law. Thus, any court which fails to provide trial by jury, fails the test of due process, has no lawful jurisdiction to hear the matter in controversy, and any judgment rendered thereby is null and void, without lawful force and effect, whatsoever. See: *World Wide Volkswagon v. Woodsen*, 444 U.S. 286, 291; *National Bank v. Wiley*, 195 US 257; *Pennoyer v. Neff*, 95 US 714.

Respectfully submitted,

January 31, 2013

Geary-Thomas: Doo

Without prejudice - All rights reserved.
Signed reserving all my rights at UCC 1-207 & 1-308
Geary Thomas Dooly
c/o Post Office Box 3326
Spartanburg, South Carolina [29304]

M. HOPE BUCKLEY

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SPARTANBURG COUNTY

cc: Kimberly N. Renaud, SC Bar No. 78730, GILES M. SCHANEN, JR. SC Bar No. 70391, et al of NELSON MULLINS RILEY & SCARBOROUGH LLP of Poinsett Plaza / 9th Floor, 104 South Main Street, Post Office Box 10084 (29603-0084, Greenville, SC 29601, (864) 250-2300.

A-19

PROOF OF SERVICE:

I, Geary Thomas Dooly, do hereby certify that, I have served all parties listed below a true and correct copy of the Pleading(s) as listed below by mailing a copy of said Pleading(s) via United States Postal Service, postage paid, as follows:

PLEADING(S):

DEFENDANT'S COUNTERCLAIM; as ANSWER TO COUNTER PLAINTIFF'S COMPLAINT; and DEMAND FOR JURY TRIAL - 1st Amended Counterclaim To Complaint

PARTIES:

NELSON MULLINS RILEY & SCARBOROUGH LLP

Attn: Kimberly N. Renaud SC Bar No. 78730, and

Giles M. Schanen, Jr. SC Bar No. 70391

P.O.Box 10084

Greenville, South Carolina 29603-0084

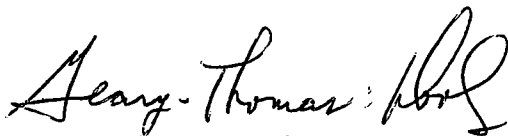
JOHNSON & FREEMAN, LLC

Attn: Nicholas N. Sears, Jr., and

Lora Stuart Camp

1587 Northeast Expressway

Atlanta, Georgia 30329



Geary Thomas Dooly

DATE: January 31, 2013

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M. HOPE BLACKLEY

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STATE OF SOUTH CAROLINA)
COUNTY OF SPARTANBURG) IN THE COURT OF COMMON PLEAS

Deutsche Bank National Trust) Civil Action No. 2012-CP-42-03027
Company, as Trustee for Argent)
Securities, Inc., Asset-Backed Pass-)
Through Certificates, Series 2004-W11,)

Plaintiff,)

vs.)

Geary Thomas Dooly, Eleanor S. Dooly)
and United States of America,)

Defendants.)

PLAINTIFF'S MEMORANDUM IN
SUPPORT OF ITS MOTION TO
DISMISS COUNTERCLAIMS OF
DEFENDANTS

Plaintiff Deutsche National Association Trust Company, as Trustee for Argent Securities, Inc., Asset-Backed Pass-Through Certificates, Series 2004-W11 ("Deutsche Bank" or "Plaintiff"), by and through its undersigned counsel and pursuant to Rule 12(b)(6) of the South Carolina Rules of Civil Procedure, respectfully submits this Memorandum in Support of its Motion to Dismiss Counterclaims of Defendants Geary Thomas Dooly and Eleanor S. Dooly (collectively "Defendants").

BACKGROUND

On or about July 30, 2004, Defendants signed a promissory note ("Note") to Argent Mortgage Company, LLC ("Argent") for a \$152,800.00 loan secured by a mortgage ("Mortgage") on the property located at 690 Zion Hill Road, Spartanburg, South Carolina (the "Property"). (See Note and Mortgage, attached as **Exhibit A.**) The Note was later assigned to Plaintiff Deutsche Bank, who is the current holder of the Note. (Assignment of Mortgage, attached as **Exhibit B.**) Defendants subsequently defaulted under the terms of the Note and Mortgage, thereby causing Plaintiff to commence the instant foreclosure action against

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Defendants. Defendants thereafter filed an Answer to Plaintiff's Complaint and asserted two counterclaims against Plaintiff. The allegations contained in Defendants' Answer and Counterclaims are difficult to follow. However, liberally construing their pleading, Defendants appear to allege that (1) Plaintiff lacks standing to maintain the instant foreclosure action against Defendants and (2) they are entitled to a recoupment.

As discussed below, Defendants have failed to plead any cognizable claim for relief, and therefore, their purported counterclaims for lack of standing and recoupment should be dismissed.

STANDARD OF REVIEW

A motion to dismiss under Rule 12(b)(6) tests *the legal sufficiency* of a claim and should be granted if the claim does not set forth sufficient allegations entitling the party to relief. *Williams v. Condon*, 347 S.C. 227, 232–33, 553 S.E.2d 496, 499 (Ct. App. 2001). Although the court must accept the allegations of the [counterclaim], it is not permitted to read into the [counterclaim] unalleged facts. *Overcash v. S.C. Elec. & Gas Co.*, 364 S.C. 569, 572, 614 S.E.2d 619, 620 (2005). Rather, the “motion must be granted if the facts and inferences reasonably deducible from them show that the [defendants] could not prevail on any theory of the case.” *Gray v. State Farm Auto Ins. Co.*, 327 S.C. 646, 650–51, 492 S.E.2d 272, 274–75 (Ct. App. 1997). Here, all of Defendants' counterclaims are legally deficient and, for that reason, are subject to dismissal under Rule 12(b)(6).

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ARGUMENT

I. **DEFENDANTS' COUNTERCLAIM CHALLENGING THE ASSIGNMENT OF MORTGAGE FAILS TO STATE A CLAIM UPON WHICH RELIEF CAN BE GRANTED.**

Defendants' first counterclaim alleges that Plaintiff Deutsche Bank lacks standing to foreclose upon Defendants' Property. (Answer & Counterclaims 3.) In support of this allegation, Defendants maintain that the Assignment of Mortgage was "seriously tainted" because it contained the signature of four "robosigners." (Defs. Objection to Pl. Mot. Dismiss Counterclaims 2-3.) However, even accepting these allegations as true, Defendants have failed to plead a cognizable claim for relief, and therefore, Defendants' counterclaim premised upon Plaintiff's alleged lack of standing should be dismissed as a matter of law.

As an initial matter, Defendants' counterclaim challenging Plaintiff's standing to foreclose upon the Property should be dismissed because it constitutes an affirmative defense rather than a cognizable claim for relief. See *Kohout v. Bank of America Home Loans*, Civil Action No. 10-cv-02811-PAB-CBS, 2011 WL 3798222, at *5 (D. Colo. July 29, 2011) (explaining that a debtor's claim challenging the standing of a party's right to foreclose constitutes "a defense to the foreclosure action and not an independent claim for relief"). Indeed, South Carolina does not recognize a freestanding cause of action for robo-signing, and Defendants are unable to convert an affirmative defense to Plaintiff's allegations into an independent counterclaim where no such cause of action is recognized under South Carolina law. See *Cole Vision Corp. v. Hobbs*, 394 S.C. 144, 153-54, 714 S.E.2d 537, 542 (2011). Therefore, Defendants' purported counterclaim based upon Plaintiff's alleged lack of standing should be dismissed or alternatively struck from the Answer.

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Notwithstanding Defendants' failure to plead an affirmative claim for relief, dismissal of Defendants' claim is warranted because it is well settled that a debtor lacks standing to challenge an assignment of mortgage to which he was not a party. Under fundamental South Carolina contract law, parties with no connection to a contract do not have standing to challenge the contract. See *Windsor Green Owners Ass'n, Inc. v. Allied Signal, Inc.*, 362 S.C. 12, 17, 605 S.E.2d 750, 752 (Ct. App. 2004) ("Generally, one not in privity of contract with another cannot maintain an action against him in breach of contract, and any damage resulting from the breach of a contract between the defendant and a third party is not, as such, recoverable by the plaintiff."). To the contrary, only intended beneficiaries, not incidental or consequential beneficiaries, can enforce a contract. *Goode v. St. Stephens Methodist Church*, 329 S.C. 433, 445, 494 S.E.2d 827, 833 (Ct. App. 1997). Numerous courts applying these fundamental contract-standing principles to mortgage assignments hold that a nonparty to a mortgage assignment lacks standing to challenge it. See, e.g., *R.J. Griffin & Co. v. Beach Club II Homeowners Ass'n*, 384 F.3d 157, 164 (4th Cir. 2004) (applying South Carolina law); *Breus v. McGriff*, 413 S.E.2d 538, 539 (Ga. Ct. App. 1991) ("[S]trangers to [an] assignment contract... have no standing to challenge its validity."). Indeed, the United States District Court for the District of South Carolina has reached the identical conclusion, reasoning that "Plaintiff is only a party to the Mortgage and, because the Assignment is a separate contract to which Plaintiff is not a party, she cannot question its validity." *Reese v. U.S. Bank Ass'n*, C/A No. 3:11-2990-CMC-SVH, 2012 WL 1952819, at *3 (D.S.C. Apr. 30, 2010).

These same traditional contract principles apply when borrowers challenge a mortgage assignment on the ground that it was robo-signed. Numerous courts have addressed this issue and found that debtors who were not parties to the documents lack standing to challenge their

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validity simply because they were robosigned. *See, e.g., Neal v. Bank of America, N.A.*, No. CV 12-08104-PCT-FJM, 2012 WL 3638762, *4 (D. Ariz. Aug. 24, 2012) (rejecting Plaintiff's argument that the assignment of the deed of trust and the substitution of trustee are forgeries, were robosigned, and are therefore invalid under state statute because "Plaintiff, who is not a party to either the assignment or the substitution of trustee . . . does not have standing to challenge the validity of these documents"); *Javaheri v. JPMorgan Chase Bank, N.A.*, No. 2:10-cv-08185-ODW, 2012 WL 3426278, *6 (C.D. Cal. Aug. 13, 2012) (holding that "[w]hile the allegation of robo-signing may be true, . . . [the plaintiff] lacks standing to seek relief under such an allegation," noting that "District Courts in numerous states agree"); *Kuc v. Bank of America, NA*, No. CV 12-08024-PCT-FJM, 2012 WL 1268126, at *2 (D. Ariz. Apr. 16, 2012) ("[P]laintiff, as a third-party borrower, does not have standing to challenge the validity of any allegedly 'robosigned' recorded assignments."). As one court explained:

Contrary to Plaintiff's assertions, robo-signing of the Assignment of Deed of Trust and/or the Appointment of Successor Trustee would not render these agreements—let alone the underlying debt obligation—void *ab initio*. At bottom, the alleged misconduct had no bearing whatsoever upon Plaintiff's obligation to make her mortgage payments. Thus, even assuming *arguendo* that Plaintiff's allegations of robo-signing are now pled with sufficient particularity, these allegations fail to state a claim as a matter of law.

Brodie v. Nw. Trustee Servs., Inc., No. 12-CV-0469-TOR, 2012 WL 6192723, *2 (E.D. Wash. Dec. 12, 2012) (holding that "the allegations of robo-signing . . . fail as a matter of law because Plaintiff lacks standing to challenge the allegedly fraudulent agreements" and noting that "[s]everal courts faced with similar allegations of robo-signing have concluded that a borrower lacks standing to challenge an allegedly fraudulent assignment of a deed of trust and/or appointment of a successor trustee").

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In this case, Defendants' purported challenge to the Assignment of Mortgage is precisely the type of claim that courts across the country consistently have rejected. It is indisputable that Defendants were not parties to the assignment upon which their counterclaim is based. Because Defendants were not parties to the Assignment of Mortgage, it necessarily follows that they did not incur any cognizable injury as a result of the assignment. Instead, the only injury Defendants face is the foreclosure of their home, which is a direct result of their default under the terms of the Note and Mortgage. Defendants are simply unable to show that robo signing had any impact whatsoever upon their obligation to make their mortgage payments. Thus, because Defendants have no interest in the assignment documents and have incurred no injury as a result of the assignment, the law is clear that they lack standing to bring claims based upon the Assignment of Mortgage. *See Wilson v. JP Morgan Chase Bank, N.A.*, 2012 U.S. Dist. LEXIS 23729 (N.D. Ga. Feb. 24, 2012) (citing *Reynolds v. JPMorgan Chase Bank N.A.*, No. 5:11-cv-311-MTT, 2011 U.S. Dist. LEXIS 133874, 2011 WL 5835925, at *3 (M.D. Ga. Nov. 21, 2011) (holding that "[a]side from the fact that Plaintiff has alleged no facts whatsoever to show that the Assignment was 'robo-signed,' this claim must fail because "there is no such cause of action" under state law)). Therefore, Defendants first counterclaim should be dismissed.

II. DEFENDANTS' COUNTERCLAIM FOR RECOUPMENT FAILS TO STATE A CLAIM UPON WHICH RELIEF CAN BE GRANTED.

Defendants' second counterclaim is for recoupment. (Answer & Counterclaims, ¶¶ 7-11.) Unfortunately for Defendants, this claim fares no better, as the Supreme Court of South Carolina has squarely held that no such cause of action exists in South Carolina.

"Recoupment . . . is the right of the defendant to cut down or diminish the claim of the plaintiff in consequence of his failure to comply with some provision of the contract sought to be enforced, or because he has violated some duty imposed upon him by law in the making or

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performance of that contract.” *Mullins Hosp. v. Squires*, 233 S.C. 186, 197, 104 S.E.2d 161, 166 (1958), *overruled on other grounds by McCall by Andrews v. Batson*, 285 S.C. 243, 249, 329 S.E.2d 741, 744 (1985). The Supreme Court of South Carolina has observed that “[a] recoupment, unlike a counterclaim, only reduces the plaintiff’s claim; it does not allow recovery of an affirmative money judgment for any excess over that claim.” *Tuloka Affiliates, Inc. v. Moore*, 275 S.C. 199, 202, 268 S.E.2d 293, 295 (1980). A claim for recoupment, therefore, may serve as a defense but it does not constitute a claim for affirmative relief. *See id.* (“Despite appellants’ use of the terms ‘second defense and counterclaim,’ we are convinced that what was actually pled was not a claim for affirmative relief but rather was in the nature of a recoupment defense.”). Because Defendants are simply unable to convert an affirmative defense to Plaintiff’s allegations into an independent counterclaim where no such cause of action is recognized under South Carolina law, *see Hobbs*, 394 S.C. at 153-54, 714 S.E.2d at 542, Defendants’ counterclaim for recoupment should be dismissed or alternatively struck from Defendants’ Answer and Counterclaims.

III. THIS MATTER SHOULD BE REFERRED TO THE MASTER IN EQUITY:

This matter was commenced on or around July 19, 2012, when Plaintiff filed a Summons and Complaint against Defendants seeking to foreclose on the Property secured by the Mortgage held by Plaintiff. As evidenced by the Complaint, this is an action for foreclosure which may properly be referred to a Master in Equity pursuant to Rule 53(b) of the South Carolina Rules of Civil Procedure. *See Wells Fargo Bank, N.A. v. Smith*, 398 S.C. 487, 494, 730 S.E.2d 328, 333 (2012) (“A mortgage foreclosure is an action in equity.”). Moreover, as set forth above, Defendants have failed to assert any cognizable counterclaims against Plaintiff sufficient to trigger their right to a jury trial secured by the South Carolina Constitution. *See Smith*, 398 S.C.

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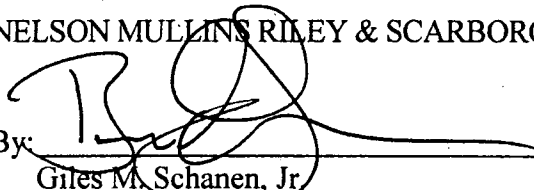
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at 493-94, 730 S.E.2d at 332. Thus, Plaintiff respectfully requests that this matter be referred to a Master in Equity pursuant to S.C. R. Civ. P. 53(b).

CONCLUSION

Based on the foregoing, Defendants' counterclaims should be dismissed in their entirety and this matter should be referred to a Master in Equity.

Respectfully submitted,

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May 21, 2013

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EXHIBIT A + B

COPY OF:

1- FIXED RATE NOTE [A] = ROA 70+71

2- MORTGAGE

[A] = ROA 54-69

3- ASSIGNMENT OF MORTGAGE [B] = 72

INCLUDED HEREIN WITH ORIGINAL COMPLAINT
SEE ROA 70 + 71 + 54-69 + 72

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STATE OF SOUTH CAROLINA

COUNTY OF SPARTANBURG

Deutsche Bank National Trust Company, as

Trustee for Argent Securities Inc., Asset-Backed
Pass-Through Certificates, Series 2004-W11
counter/plaintiff(s)

vs.

Geary Thomas Dooly, Eleanor S. Dooly and
United States of America
Counter/defendants

IN THE COURT OF COMMON PLEAS
SEVENTH JUDICIAL CIRCUIT
CASE NO.: 2012-CP-42-3027

DEFENDANT'S COUNTERCLAIM
TO PLAINTIFF'S COMPLAINT;
and DEMAND for JURY TRIAL

3rd Amended counterclaim as answer

**COUNTER DEFENDANT'S COUNTERCLAIM, 3rd AMENDED COUNTERCLAIM,
AS ANSWER TO COUNTER/PLAINTIFF'S COMPLAINT**

I, Geary Thomas Dooly, one of the people of South Carolina, natural person only South Carolina state, denies, or denies for lack of knowledge, all allegations, alleged in counter/plaintiff's complaint, and demands strict proof thereof. This 3rd Amended Counterclaim To Complaint is made per instruction of Judge Roger L. Couch at hearing on May 23, 2013 wherein Defendant was instructed to re-plead his Answer, and is intended to comply and fulfill all South Carolina Rules of Civil Procedure, and the Court is further noticed, that Alleged Defendant, Pro Se Vivus/Triformis, not being educated in the law, the court must read and construe liberally, all pleadings by the Alleged Defendant. *Hanes v. Kerner* 404 US 520, *Birl v Estelle* 660 F.2d 592.

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Counter/defendant alleges that the record reflects counter/plaintiff has placed no documentation on the record in this instant action, that could be construed as proof or admissible evidence that counter/plaintiff is a holder in due course of any instrument, or is a person entitled to enforce any instrument, pursuant to UCC 3-301, that meets the thresholds to prove lawful standing to commence an action against counter/defendants and/or their property. All evidence to date has been the witness of the Attorney of record as hearsay and is not admissible evidence.

Absent delegated authority by the principal Plaintiff Deutsche Bank National Trust Company as trustee for Argent Securities Inc. hereinafter, Plaintiff Deutsche Bank; Attorney Nicholas N. Sears, Esquire, of the Law firm JOHNSON & FREEMAN, LLC, on the day July 19, 2012, filed with the clerk of Spartanburg County Court, a Sham Pleading, as him being Authorized Agent for the alleged Plaintiff, Deutsche Bank National Trust Company, as Trustee for Argent Securities Inc., Asset-Backed Pass-Through Certificates, Series 2004 W11, for the purpose to commence Case no. 2012-CP-42-3027. Said filing was absent any signature of any official of Deutsche Bank, or Argent Securities, Inc.

I. JURISDICTION AND VENUE

1. All pervious paragraphs incorporated herein reference.
2. This court has jurisdiction and venue over this matter, defendant's counter/claim.

II. PARTIES

3. All previous paragraphs incorporated herein by reference.
4. Defendant Geary Thomas Dooly, hereinafter, Geary Thomas, lives near 690 Zion Hill Road Spartanburg, South Carolina, and has lived on South Carolina for 43 years.

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5. Defendant Eleanor S. Dooly, Hereinafter, Eleanor S., lives near 690 Zion Hill Road Spartanburg, South Carolina, and has lived on South Carolina for 43 Years.

6. Defendant United States of America, hereinafter, United States of America, is a Fictitious corporation, incorporated in the STATE of DELAWARE, and possibly other places not known.

7. Plaintiff Deutsche Bank National Trust Company, as Trustee for Argent Securities Inc. asset-backed pass-through Certificates, Series 2004 W11, a fictitious corporation, residence unknown.

8. Unknown, unnamed party that invested in subject Note that was securitized via CUSIP Number 040104ME8 such that some investor(s) has/have and hold all interest in said Note.

III. FACTS

8. All previous paragraphs incorporated herein by reference.

9. Counter/plaintiffs have placed no evidence on the record, alleged and sworn, by a competent fact witness having first-hand knowledge of the facts alleged by them, in plaintiff's complaint.

10. There is no evidence of testimony, on the record of this instant action, by a damaged party.

11. As evidenced by the lack of testimony from an injured party or witness with first-hand knowledge, the plaintiff's complaint is merely hearsay and of no force or effect.

12. As a proximate result of the Plaintiff's unlawful actions set forth herein, Defendants continue to suffer irreparable harm for which monetary compensation is inadequate.

13. These acts were wrongful and predatory and the acts by the plaintiff and its agents/alleged successors were intentional and deceptive. This fact is verified by the attachment of three (3) affidavits for each Attorney/Firm, and for Clerk of Court one (1) executed by Defendant and two

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(2) executed by 3rd Parties, charging the acts of the agents alleging to represent the alleged Plaintiff as Exhibit "A" – 99 Pages.

14. On or about January 31, 2013 Defendant filed into the record DEFENDANT'S AFFIDAVIT OF DECLARATIONS numbering 40 declarations by the Affiant, all of which are incorporated herein. The Plaintiff has failed to rebut, therefore according to the 3rd paragraph of page 11 of that filing, therefore Plaintiff has made an "admission to the fact that everything in this Affidavit is true, correct, legal, lawful by tacit procurement and fully binding upon you in any court in America, without your protest or objection or that of those who represent you." Furthermore, the final paragraph on page 11, is an explicit reminder of the legal ramifications of silence, as follows:

Your silence is your acquiescence. Failure to answer and rebut with specificity is considered silence just as failure to answer and rebut is considered silence. See: *Connally v. General Construction Co.*, 269 U.S. 385,391. Notification of legal responsibility is "the first essential of due process of law". See also: *U.S. V. Tweel*, 550 F.2d.297. "Silence can only be equated with fraud where there is a legal or moral duty to speak or when an inquiry left unanswered would be intentionally misleading." End of quote.

IV. CAUSES OF ACTION

14. All previous paragraphs incorporated herein by reference.

15. Assignment of Note and Mortgage is invalid and a nullity due to affidavits in the court record of this Case that said Assignment of Note and Mortgage contains four (4) robo signatures. The Attorney General of South Carolina participated in a press release dated Oct 13, 2010 by the National Association of Attorneys General (NAAG) in reference to robo signers that stated, in

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part, "This process of signing documents without confirming their accuracy has come to be known as "robo-signing." We believe such a process may constitute a deceptive act and/or an unfair practice or otherwise violate state laws."

Furthermore, since this Assignment was made in the State of Florida, the laws of that State were violated by these robo signers as follows: The essential requirements of affidavit filings, as a threshold matter, are that Fla. R. Civ. Pro. 1.510(e) sets out the formal requirements for such filings. This rule reads, in whole, that:

[s]upporting and opposing affidavits shall be made on personal knowledge, shall set forth such facts as would be admissible in evidence, and shall show affirmatively that the affiant is competent to testify to the matters stated therein. Sworn or certified copies of all papers or parts thereof referred to in an affidavit shall be attached thereto or served therewith. The court may permit affidavits to be supplemented or opposed by depositions, answers to interrogatories, or by further affidavits.

Thus, when a supporting affidavit does not comply with the requirements that it: (1) be made on personal knowledge; (2) set forth such facts as would be admissible in evidence; and (3) show affirmatively that the affiant is competent to testify to the matters stated therein, it is legally insufficient to support the entry of judgment in favor of the moving party. See Enterprise Leasing Co. v. Demartino, 15 So. 3d 711 (Fla. 2d DCA 2009). Therefore, the Assignment of this Note and Mortgage is insufficient, a nullity, and renders neither the Note or Mortgage transferred to Plaintiff. When a servicer files an affidavit that claims to be based on personal knowledge, but is not in fact based on personal knowledge, the servicer is committing fraud on the court, and quite possibly perjury. To further implicate fraud on the court, the Notary on the Assignment was an admitted robo-Notary. Plaintiff is NOT holder in due course, and has NO standing to bring this case in bad faith upon the court. The Attorneys of the Plaintiff have committed Obstruction of Justice by continuing to perpetuate the fraud upon the court claiming that I had no right to

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question the Assignment alleging that I was not a party to the contract/Assignment when indeed it IS my Note ,and MY Mortgage being bifurcated and handled in a fraudulent manner.

16. The original Note has been altered, sold, bifurcated from the Mortgage in violation of paragraph 20 of said Mortgage, and securitized via CUSIP Number 040104ME8 with no apparent, on the record compliance with Securities and Exchange Commission re such securitization, and same is hereby demanded. Said securitization was done without the consent of the maker of the Note, namely the Defendant, and such proof of compliance with Securities and Exchange Commission as relates to this securitization of said Note as made by Defendant is hereby demanded.

17. There is no admissible evidence of the account and general ledger statement(s) showing the full accounting of the alleged obligation that plaintiff is attempting to collect. Such as:

- a) FR 2046 balance sheet (OMB #'s 2046, 2049, 2099)
- b) FAS 95 Cash Flow Statements
- c) 1099 OID report
- d) CUSIP number
- e) SEC Registration # of the pooled trust
- f) FWP (free writing prospectus)

Furthermore, Plaintiff has refused request to provide any of the above without subpoena.

18. There is no admissible evidence that counsel has written authority from the Plaintiff to bring this action on behalf of the named Plaintiff, therefore, demand is/has been made multiple times that counsel provide proof of authority to collect this alleged debt on behalf of and under the name of Plaintiff. Without such proof it remains that the real Plaintiff is the Attorney(s) that have purchased the alleged Note and Mortgage, and are acting as Third party debt collectors on their

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own behalf. NOTE: It is res judicata that contracts between attorneys and their clients are not privileged information. See *Clarke v. American Commerce National Bank*:

Clarke v. American Commerce National Bank, 974 F.2d 127 (9th Cir. 1992), [T]he identity of the client, the amount of the fee, the identification of payment by case file name, and the general purpose of the work performed are usually not protected from disclosure by the attorney-client privilege. *Id.* at 129 (citations omitted).

V. NEGATING DEFENSES

19. Defendant denies that Plaintiff's action is not barred due to Accord and Satisfaction as the subject promissory note (now a security with CUSIP # 040104ME8, issuer: ARGENT SECURITIES INC) was taken for value and consideration pursuant to UCC 3-303(b). Defendant denies that Plaintiff's action is not barred for Failure of Consideration as Plaintiff has not provided sufficient evidence that it took a risk in the subject transaction and therefore cannot be the creditor or damaged party of interest. Plaintiff is not the investor that purchased the Note and is currently being paid and is current on this Note.

20. Defendant denies that named Plaintiff is not barred due to bad faith and apparent fraud for masquerading as a creditor and hiring a foreclosure mill to enforce an unregistered security without proof of ownership which obviously cannot be owned by Plaintiff and the investor..

21. Defendant denies that Plaintiff is not barred from this action for failure to state a claim upon which relief may be granted. There is no admissible evidence Plaintiff is a real party of interest.

Defendant demands that the real Plaintiff be brought before the court stating to be an officer of the Deutsche Bank National Trust Company, and that Deutsche Bank National Trust Company is, in fact, the owner beneficiary of the Note and Mortgage, or of some authorized capacity, and is the Plaintiff bringing this action against the Defendant(s).

WHEREFORE, Defendant demands the alleged Plaintiff's petition be dismissed with prejudice and for fraud on the court and for all other relief to which this Court finds Defendant entitled.

VI. DECLARATORY AND INJUNCTIVE RELIEF

22. This is an action for declaratory and injunctive relief against the Plaintiff.

23. The plaintiff has not met the thresholds of standing to foreclose and has engaged in an unlawful foreclosure via a sham legal process.

24. As evidenced by the lack of testimony from an injured party or witness with first-hand knowledge, the plaintiff's complaint is merely hearsay and of no force or effect. In fact, proof via Affidavit from one Mr. Cherry Clayton, an expert in securitized documentation as present on the record in this Case wherein he states, "Therefore the Trust-Entity has not suffered any loss or damage from the loan herein." There is no injured party on which to base standing.

25. As a proximate result of the Plaintiff's unlawful actions set forth herein, Defendants continue to suffer irreparable harm for which monetary compensation is inadequate.

26. These acts were wrongful and predatory and the acts by the Plaintiff and its agents/alleged successors were intentional and deceptive, resulting in Obstruction of Justice on the part of all parties complicit thereof.

27. Expert witness for Defendant has found subject Note being currently actively traded under CUSIP # 040104ME8 as issued by one ARGENT SECURITIES INC. Affidavit and certified true copies of proof have been entered into the record of instant case and are included herein by reference.

WHEREFORE, Defendants request the Court dismiss the Plaintiff's complaint with prejudice
3rd Amended counterclaim as Answer To Complaint Page 8 of 12

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and enter a judgment in favor of defendant for declaratory and injunctive relief.

VII. RECOUPMENT

28. Defendant unwittingly gave Plaintiff the instrument or the capital for the investor's money, and the pay-forward was done by the investors before there was ever an alleged loan in place. Defendant was NOT advised of the intent to bifurcate the Note and to securitize the Note that was sold to the investor thereby divesting the Bank from the Note. The Note was never intended by the Defendant to be Securitized. Knowledge of Securitization was withheld from Defendant who demands recoupment benefit of that Securitization.

29. The immediately above paragraph gives Defendant a proprietary interest in the instrument as Defendant(s) own the securities from this pooling and servicing agreement and from the trust fund. The Defendants have a proprietary interest in the proceeds from the security, which is why the disclaimer is in CFR 433.2, establishing the fact that Plaintiff cannot be a holder, because a holder can only take it free of all defenses and claims. Plaintiff is not and cannot be holder in due course under UCC 3-305 – Defenses and Claims in Recoupment.

30. Under UCC 3-305(c) an obligor is not obliged to pay the instrument if the person seeking the enforcement of the instrument does not have the rights of a holder in due course.

31. Among the claims and defenses that the Defendants have are as follows; first defense, under UCC 3-305, Defendants have a claim in recoupment.

32. Defendant's additional claim or defense is UCC 3-306, which says Defendant has a property or possessory right in the instrument or its proceeds and has the right to rescind the negotiation of the transaction and recover the instrument or its proceeds. (Negotiation means the endorsement of the note.)

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33. Defendant has a claim in recoupment and a claim under UCC 3-306 to the proceeds and a right to rescind the negotiation. In addition, Defendant has a possessory right in the instrument or the proceeds of the *investment contract*.

34. Since Plaintiff is holding Defendant liable to a contract where Defendant was an undisclosed third party, which was not subscribed to or memorialized by the Defendant, then Defendant has a right to the proceeds from the transaction. Plaintiff has no standing to foreclose on the property, as it does not own the security, the Defendant does.

35. Counterclaimant (Defendant) is entitled to the following:

- a) Return of the unaltered Promissory Note #0060029394-9605 (now a security)
- b) Return of the known proceeds of Promissory Note #0060029394-9605 (now a security)
- c) Merge accounts payable and accounts receivable according to GAAP.

WHEREFORE, Defendant request the Court dismiss the Plaintiff's complaint with prejudice and enter a judgment in favor of defendant for a claim in the nature of recoupment, and such other and further relief as to the court seems proper.

FURTHERMORE, Defendant reserves the right to amend this Counterclaim as answer as needed.

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VIII. DEMAND FOR TRIAL BY JURY

36. Defendants, are Nationals of South Carolina and are guaranteed the Right to a **trial by jury**, pursuant to the Seventh Amendment of the Constitution of the United States, and pursuant to the South Carolina state Constitution.

37. Defendants, hereby claim, exercise and demand their Right to trial by jury pursuant to both the Bill of Rights and state Constitutions; and further, informs this Court that trial by jury is an indispensable component of due process of law. Thus, any court which fails to provide trial by jury, fails the test of due process, has no lawful jurisdiction to hear the matter in controversy, and any judgment rendered thereby is null and void, without lawful force and effect, whatsoever. See: World Wide Volkswagon v. Woodsen, 444 U.S. 286, 291; National Bank v. Wiley, 195 US 257; Pennoyer v. Neff, 95 US 714.

Respectfully submitted,

June 19, 2013

Without prejudice - All rights reserved.
Signed reserving all my rights at UCC 1-207 & 1-308
Geary Thomas Dooly
c/o Post Office Box 3326
Spartanburg, South Carolina [29304]

By:

Geary-Thomas Dooly

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CLERK OF COURT
SPARTANBURG COUNTY
2013 JUN 20 PM 12:10
M. HOPE BLACKLEY

PROOF OF SERVICE:

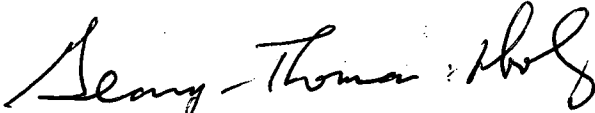
I, Geary Thomas Dooly, do hereby certify that, I have served all parties listed below a true and correct copy of the Pleading(s) as listed below by mailing a copy of said Pleading(s) via United States Postal Service, postage paid, as follows:

PLEADING(S):

DEFENDANT'S COUNTERCLAIM; as ANSWER TO COUNTER PLAINTIFF'S COMPLAINT; and DEMAND FOR JURY TRIAL – 3rd Amended Counterclaim To Complaint

PARTIES:

NELSON MULLINS RILEY & SCARBOROUGH LLP
Attn: Kimberly N. Renaud SC Bar No.78730, and
Giles M. Schanen, Jr. SC Bar No. 70391
Benjamin N. Garner SC Bar No. 78886
P.O.Box 10084
Greenville, South Carolina 29603-0084



Geary Thomas Dooly

DATE: June 19, 2013

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M. HOPE BLACKLEY

Geary-Thomas; family of Dooly,

VICTIM AND WITNESS OF CRIMINAL ACTIVITY

Geary-Thomas ; family of Dooly,

BY STATE OFFICIALS OPERATING UNDER COLOR OF STATE LAW

State of South Carolina)
Spartanburg County) Jurat

The Name Of, and by The People of South Carolina,

I, Geary-Thomas; family of Dooly, am a living man, of age of majority, competent to testify, hereafter, known as "Affiant" and/or "your Affiant", and states that I have firsthand admissible evidence, personal knowledge of the following facts stated herein, and if called to testify, will testify to the same, and states;

OBSTRUCTION OF JUSTICE

The offense commenced on or about July 19, 2012, at or about 12:59 P.M., when M. Hope Blackley, CLERK OF COURT of SPARTANBURG COUNTY, for the STATE OF SOUTH CAROLINA, being a public servant, knowingly acted in collusion and complicit with **Attorney Nicholas N. Sears, Jr. Esquire**, SC State Bar Number 78031,

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competent
s that have
stated herein

EX A

OFFICER OF COURT, for the STATE OF, SOUTH CAROLINA, with the filing of the COMPLAINT NON-JURY MORTGAGE FORECLOSURE, acting under color of office, having superior knowledge of the law, knew or should have known that Sears is Acting as a third party debt collector, not in a lawful foreclosure position as a lawful agent, while knowing His and Her conduct is unlawful, did commit the act of Obstruction of Justice, by knowingly, willfully, and with intent, intentionally denied your Affiant the exercise and enjoyment of his liberty interest when M. Hope Blackley, acting in collusion and complicit with **Attorney Nicholas N. Sears, Jr., Esquire**, subjected your Affiant to the sham legal process, simulation of legal process, and extrinsic fraud upon the court perpetrated by **Attorney Nicholas N. Sears, Jr., Esquire**, SC State Bar Number 78031, OFFICER OF COURT, filed a bogus complaint in collusion and complicit with M. Hope Blackley, being a public servant, CLERK OF COURT of SPARTANBURG COUNTY, for the STATE OF SOUTH CAROLINA, knowingly and willfully falsified material facts and made materially false, fictitious, and fraudulent statements and misrepresentations, with intent to deceive, on the face of the COMPLAINT NON-JURY MORTGAGE FORECLOSURE, knowing the same to contain materially false fictitious and fraudulent statements on the entry, with the intent to knowingly and unlawfully dispossess your Affiant of his, property, land and home, for a profit and gain, and with the intent to use the court as a weapon to intimidate and harm your Affiant and deny your Affiant of due process and remedy in the courts.

"Obstructing Justice is impeding or obstructing those who seek justice in a court, or those who have duties or powers of administering justice therein. The act by which

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one or more persons attempt to prevent or do prevent, the execution of lawful process... applies also to the obstructing administration of justice in any way... through medium of knowingly false assertion, in wrong position before the public, constitutes an obstruction to administration of justice." "Obstructing Justice." Def. Blacks Law Dictionary. 1990. Sixth ed., Print.

The North Carolina Supreme Court held the essential elements of actionable fraud to be: (1) a false representation or concealment of material fact; (2) reasonably calculated to deceive; (3) made with the intent to deceive; (4) and which does in fact deceive; and (5) to the hurt of the injured party, see Vail v. Vail, 233 N.C. 109, 63 S.E.2d 202 (1951). Constructive fraud is nevertheless fraud though it rest upon presumption arising from breach of fiduciary obligation rather than deception intentionally practiced. See (choice of law) Miller v. First Nat'l Bank, 234 N.C. 309, 67 S.E.2d 362 (1951).

The Affiant, charge that heretofore and before the making and filing of this Affidavit in the County of SPARTANBURG, and state of SOUTH CAROLINA, M. HOPE Blackley, CLERK OF COURT of SPARTANBURG COUNTY, for the STATE OF SOUTH CAROLINA, being a public servant, knowingly acted in collusion and complicity with **Attorney Nicholas N. Sears, Jr., Esquire**, SC State Bar Number 78031, OFFICER OF COURT, wherein **Attorney Nicholas N. Sears, Jr., Esquire** did then and there unlawfully and willfully commit Obstruction of Justice to wit against the peace and dignity of the State of SOUTH CAROLINA, and, Further, Affiant sayeth naught.

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SPARTANBURG COUNTY

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M. HOPE BLACKLEY

ROA 143

EX-A

1 Dated June 18, 2013.

2 Geary-Thomas; family of Dooly, Authorized Agent
3 of GEARY THOMAS DOOLY
4 c/o Post Office Box 3326
5 Spartanburg, South Carolina [29304]

6 by: *Geary Thomas Dooly*

7
8
9 South Carolina)
10 Spartanburg County) Jurat

11 I, JOHN A JORDAN a notary public in and for Spartanburg County,
12 South Carolina on this 18 day of June 2013 came before me Geary-Thomas;
13 family Dooly, a living Man to certify, attest and affirm under penalty of perjury the
14 signature is true, complete and correct on the foregoing, the undersigned, who are
15 personally known by me or upon proper oath and affirmation and identification,
16 personally appeared before me, and attested to and signed the above document.

17 *John A Jordan*
18 NOTARY PUBLIC

19 My Commission Expires 3-16-2019

(SEAL)

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SPARTANBURG COUNTY
2013 JUN 20 PM 12:11
HOPE BLACKLEY

ROA/44

Geary-Thomas; family of Dooly,
VICTIM AND WITNESS OF CRIMINAL ACTIVITY
PERPETRATED AGAINST

BY STATE OFFICIALS OPERATING UNDER COLOR OF STATE LAW

State of South Carolina)
Spartanburg County) Jurat

I, Geary-Thomas; family of Dooly, am a living man, of age of majority, competent to testify, hereafter, known as "Affiant" and/or "your Affiant", and states that I have firsthand admissible evidence, personal knowledge of the following facts stated herein, and if called to testify, will testify to the same, and states;

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SPARTANBURG COUNTY
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M. HOPE BLACKLEY

The offense commenced on or about July 19, 2012, at or about 12:59 P.M., when M. Hope Blackley, CLERK OF COURT of SPARTANBURG COUNTY, for the STATE OF SOUTH CAROLINA, being a public servant, knowingly acted in collusion and complicit with Attorney Nicholas N. Sears, Jr. Esquire, SC State Bar Number 78031, OFFICER OF COURT, for the STATE OF, SOUTH CAROLINA, with the filing of the COMPLAINT

**AFFIDAVIT of Geary Thomas: Dooly, VICTIM AND WITNESS OF CRIMINAL ACTIVITY PERPETUATED
AGAINST, Geary Thomas: Dooly, BY OFFICERS OF THE COURT UNDER COLOR OF STATE LAW**

W
ROA 145

EX-A

NON-JURY MORTGAGE FORECLOSURE, Case 2012-CP-42-3027, acting under color of office, having superior knowledge of the law, both knowing, or should have known that Sears is Acting as a third party debt collector, not in a lawful foreclosure position as a lawful agent, while knowing His and Her conduct is unlawful, did commit the act of Obstruction of Justice, by knowingly, willfully, and with intent, intentionally denied your Affiant the exercise and enjoyment of His liberty interest when M. Hope Blackley, acting in collusion and complicit with Attorney Nicholas N. Sears, Jr., Esquire, subjected your Affiant to the sham legal process, simulation of legal process, and extrinsic fraud upon the court perpetrated by Attorney Nicholas N. Sears, Jr., Esquire, SC State Bar Number 78031, OFFICER OF COURT, filed a bogus complaint in collusion and complicit with M. Hope Blackley, being a public servant, CLERK OF COURT of SPARTANBURG COUNTY, for the STATE OF SOUTH CAROLINA, knowingly and willfully falsified material facts and made materially false, fictitious, and fraudulent statements and misrepresentations, with intent to deceive, on the face of the COMPLAINT NON-JURY MORTGAGE FORECLOSURE, knowing the same to contain materially false fictitious and fraudulent statements on the entry, with the intent to knowingly and unlawfully dispossess your Affiant of his, property, land and home, for profit and gain, and with the intent to use the court as a weapon to intimidate and harm your Affiant and deny your Affiant of due process and remedy in the courts.

Then on or about September 17, 2012 **Attorney Lora Stuart Camp, Esquire**, SC State Bar Number 68633, OFFICER OF COURT and of the same law firm, Johnson &

ROA 146

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SPARTANBURG COUNTY

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M. HOPE BLACKLEY

EX-A

Johnson, L.L.C. located at 1587 Northeast Expressway, Atlanta, Georgia 30329 continued to perpetrate the acts of her law partner Nicholas N. Sears, Jr. as stated above by filing PLAINTIFF'S REPLY TO ANSWER AND COUNTERCLAIM in collusion and complicit with M. Hope Blackley, being a public servant, CLERK OF COURT of SPARTANBURG COUNTY, for the STATE OF SOUTH CAROLINA, knowingly and willfully falsified material facts and made materially false, fictitious, and fraudulent statements and misrepresentations, with intent to deceive by perpetrating the acts of Sears, and contributing to obstruction of justice via being complicit with Case 2012-CP-42-3027 and filing said document.

The North Carolina Supreme Court held the essential elements of actionable fraud to be: (1) a false representation or concealment of material fact; (2) reasonably calculated to deceive; (3) made with the intent to deceive; (4) and which does in fact deceive; and (5) to the hurt of the injured party, see Vail v. Vail, 233 N.C. 109, 63 S.E.2d 202 (1951). Constructive fraud is nevertheless fraud though it rest upon presumption arising from breach of fiduciary obligation rather than deception intentionally practiced. See (choice of law) Miller v. First Nat'l Bank, 234 N.C. 309, 67 S.E.2d 362 (1951).

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M. HOPE BLACKLEY

"Obstructing Justice is impeding or obstructing those who seek justice in a court, or those who have duties or powers of administering justice therein. The act by which one or more persons attempt to prevent or do prevent, the execution of lawful process... applies also to the obstructing administration of justice in any way... through medium of

ROA 147

EX-A

1 knowingly false assertion, in wrong position before the public, constitutes an
2 obstruction to administration of justice." "Obstructing Justice." Def. Blacks Law
3 Dictionary. 1990. Sixth ed., Print.
4
5
6

7 The Affiant, charge that heretofore and before the making and filing of this
8 Affidavit in the County of SPARTANBURG, and state of SOUTH CAROLINA, M. HOPE
9 Blackley, CLERK OF COURT of SPARTANBURG COUNTY, for the STATE OF SOUTH
10 CAROLINA, being a public servant, knowingly acted in collusion and complicit with
11 **Attorney Lora Stuart Camp, Esquire**, SC State Bar Number 68633, OFFICER OF
12 COURT, wherein **Attorney Lora Stuart Camp, Esquire** did then and there
13 unlawfully and willfully commit Obstruction of Justice to wit against the peace and
14 dignity of the State of SOUTH CAROLINA,
15

16 and, Further, Affiant sayeth naught.
17

18 Dated June 18, 2013.
19

20 Geary-Thomas; family of Dooly, Authorized Agent
21 for GEARY THOMAS DOOLY
22 c/o P.O. Box 3326
23 Spartanburg, South Carolina [29304]
24

25 By: *Geary-Thomas: HoS*
26
27

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M. HOPE BLACKLEY

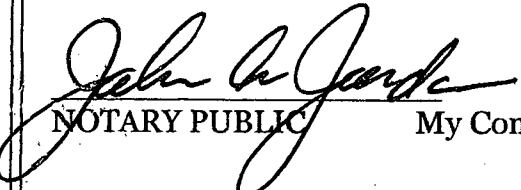
ROA 148

EX A

South Carolina)
Spartanburg County) Jurat

I, JOHN A JORDAN a notary public in and for Spartanburg County,

South Carolina on this 18 day of June 2013 came before me Geary-Thomas;
family Dooly, a living Man to certify, attest and affirm under penalty of perjury the
signature is true, complete and correct on the foregoing, the undersigned, who are
personally known by me or upon proper oath and affirmation and identification,
personally appeared before me, and attested to and signed the above document.


NOTARY PUBLIC

My Commission Expires 3-16-2019

(SEAL)

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SPARTANBURG COUNTY
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M. HOPE BLACKLEY

ROA 149

Geary-Thomas ; family of Dooly,

BY STATE OFFICIALS OPERATING UNDER COLOR OF STATE LAW

[illegible]

I, Geary-Thomas; family of Dooly, am a living man, of age of majority, competent to testify, hereafter, known as "Affiant" and/or "your Affiant", and states that I have firsthand admissible evidence, personal knowledge of the following facts stated herein, and if called to testify, will testify to the same, and states;

The offense commenced on or about July 19, 2012, at or about 12:59 P.M., when M. Hope Blackley, CLERK OF COURT of SPARTANBURG COUNTY, for the STATE OF SOUTH CAROLINA, being a public servant, knowingly acted in collusion and complicit with Attorney Nicholas N. Sears, Jr. Esquire, SC State Bar Number 78031, OFFICER OF COURT, for the STATE OF, SOUTH CAROLINA, with the filing of the COMPLAINT NON-JURY MORTGAGE FORECLOSURE, Case 2012-CP-42-3027, acting under color of office, having superior knowledge of the law, both knowing, or

**AFFIDAVIT of Geary Thomas: Dooly, VICTIM AND WITNESS OF CRIMINAL ACTIVITY PERPETUATED
AGAINST, Geary Thomas: Dooly, BY OFFICERS OF THE COURT UNDER COLOR OF STATE LAW**

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ROA 150

should have known that Sears is Acting as a third party debt collector, not in a lawful foreclosure position as a lawful agent, while knowing His and Her conduct is unlawful, did commit the act of Obstruction of Justice, by knowingly, willfully, and with intent, intentionally denied your Affiant the exercise and enjoyment of His liberty interest when M. Hope Blackley, acting in collusion and complicit with Attorney Nicholas N. Sears, Jr., Esquire, subjected your Affiant to the sham legal process, simulation of legal process, and extrinsic fraud upon the court perpetuated by Attorney Nicholas N. Sears, Jr., Esquire, SC State Bar Number 78031, OFFICER OF COURT, filed a bogus complaint in collusion and complicit with M. Hope Blackley, being a public servant, CLERK OF COURT of SPARTANBURG COUNTY, for the STATE OF SOUTH CAROLINA, knowingly and willfully falsified material facts and made materially false, fictitious, and fraudulent statements and misrepresentations, with intent to deceive, on the face of the COMPLAINT NON-JURY MORTGAGE FORECLOSURE, knowing the same to contain materially false fictitious and fraudulent statements on the entry, with the intent to knowingly and unlawfully dispossess your Affiant of his, property land and home, for a profit and gain, and with the intent to use the court as a weapon to intimidate and harm your Affiant and deny your Affiant of due process and remedy the courts.

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Then on or about September 17, 2012 Attorney Lora Stuart Camp, Esquire, SC State Bar Number 68633, OFFICER OF COURT and of the same law firm, Johnson & Johnson, L.L.C. located at 1587 Northeast Expressway, Atlanta, Georgia 30329 continued to perpetrate the acts of her law partner Nicholas N. Sears as stated above by filing PLAINTIFF'S REPLY TO ANSWER AND COUNTERCLAIM in collusion and complicit with M. Hope Blackley, being a public servant, CLERK OF COURT of SPARTANBURG

EX-A

COUNTY, for the STATE OF SOUTH CAROLINA, knowingly and willfully falsified material facts and made materially false, fictitious, and fraudulent statements and misrepresentations, with intent to deceive by perpetrating the acts of Sears, and contributing to obstruction of justice via Case 2012-CP-42-3027 and filing of said document.

Then on or about September 21, 2012 **Attorney Kimberly N. Renaud, Esquire, SC** State Bar Number 78730, OFFICER OF COURT and of a different law firm, NELSON MULLINS RILEY & SCARBOROUGH LLP, located at 104 Main Street – 9th Floor, Greenville, South Carolina 29601, continued to perpetrate the acts of the Atlanta firm by accepting the case 2012-CP-42-3027 as Attorney of record, knowing it to be sham legal process, simulation of legal process, and extrinsic fraud upon the court. Renaud then filed the document PLAINTIFF'S REPLY TO COUNTERCLAIMS OF DEFENDANT GEARY THOMAS DOOLY AND ELEANOR S. DOOLY, in collusion and complicity with M. Hope Blackley, being a public servant, CLERK OF COURT of SPARTANBURG COUNTY, for the STATE OF SOUTH CAROLINA, knowingly and willfully falsified material facts and made materially false, fictitious, and fraudulent statements and misrepresentations, with intent to deceive by perpetrating the acts of Sears, Camp, et al contributing to obstruction of justice via Case 2012-CP-42-3027 and said filing, and the filing of subsequent files.

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M. HOPE BLACKLEY

“Obstructing Justice is impeding or obstructing those who seek justice in a court,

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1 or those who have duties or powers of administering justice therein. The act by which
2 one or more persons attempt to prevent or do prevent, the execution of lawful process...
3 applies also to the obstructing administration of justice in any way... through medium of
4 knowingly false assertion, in wrong position before the public, constitutes an
5 obstruction to administration of justice." "Obstructing Justice." Def. Blacks Law
6 Dictionary. 1990. Sixth ed., Print.
7

8
9 The North Carolina Supreme Court held the essential elements of actionable fraud to be:
10 (1) a false representation or concealment of material fact; (2) reasonably calculated to
11 deceive; (3) made with the intent to deceive; (4) and which does in fact deceive; and (5)
12 to the hurt of the injured party, see(choice of law) Vail v. Vail, 233 N.C. 109, 63 S.E.2d
13 202 (1951). Constructive fraud is nevertheless fraud though it rest upon presumption
14 arising from breach of fiduciary obligation rather than deception intentionally practiced.
15 See(choice of law) Miller v. First Nat'l Bank, 234 N.C. 309, 67 S.E.2d 362 (1951).
16

17
18 The Affiant, charge that heretofore and before the making and filing of this
19 Affidavit in the County of SPARTANBURG, and state of SOUTH CAROLINA, M. H. HOE
20 Blackley, CLERK OF COURT of SPARTANBURG COUNTY, for the STATE OF SOUTH
21 CAROLINA, being a public servant, knowingly acted in collusion and complicit with
22 **Attorney Kimberly N. Renaud, Esquire**, SC State Bar Number 78730, OFFICER
23 OF COURT, wherein **Attorney Kimberly N. Renaud, Esquire** did then and there
24 unlawfully and willfully commit Obstruction of Justice to wit against the peace and
25
26

27 Page 4 of 5

28 AFFIDAVIT of Geary Thomas: Dooly, VICTIM AND WITNESS OF CRIMINAL ACTIVITY PERPETUATED
AGAINST, Geary Thomas: Dooly, BY OFFICERS OF THE COURT UNDER COLOR OF STATE LAW

ROA 153

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SPARTANBURG COUNTY
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M. H. HOE
BLACKLEY

and, Further, Affiant sayeth naught.

Dated: June 18, 2013.

Geary-Thomas; family of Dooly, Authorized Agent
c/o Post Office Box 3326
Spartanburg, South Carolina [29304]

By: Henry Thomas Hoyle

South Carolina)
) Jurat
Spartanburg County)

I, John A. Jordan a notary public in and for Spartanburg County, South Carolina on this 18 day of June 2013 came before me Geary-Thomas; family Dooly, a living Man to certify, attest and affirm under penalty of perjury the signature is true, complete and correct on the foregoing, the undersigned, who are personally known by me or upon proper oath and affirmation and identification, personally appeared before me, and attested to and signed the above document.

NOTARY PUBLIC

My Commission Expires 3-16-2019

(SEAL)

H. HOPE BLACKLEY

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SPARTANBURG COUNTY

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STATE LAW
ROA 155

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SPARTANBURG COUNTY

1 foreclosure position as a lawful agent, while knowing His and Her conduct is unlawful,
2 did commit the act of Obstruction of Justice, by knowingly, willfully, and with intent,
3 intentionally denied your Affiant the exercise and enjoyment of his liberty interest
4 when M. Hope Blackley, acting in collusion and complicit with Attorney Nicholas N.
5 Sears, Jr., Esquire, subjected your Affiant to the sham legal process, simulation of legal
6 process, and extrinsic fraud upon the court perpetuated by Attorney Nicholas N. Sears,
7 Jr., Esquire, SC State Bar Number 78031, OFFICER OF COURT, filed a bogus
8 complaint in collusion and complicit with M. Hope Blackley, being a public servant,
9 CLERK OF COURT of SPARTANBURG COUNTY, for the STATE OF SOUTH
10 CAROLINA, knowingly and willfully falsified material facts and made materially false,
11 fictitious, and fraudulent statements and misrepresentations, with intent to deceive, on
12 the face of the COMPLAINT NON-JURY MORTGAGE FORECLOSURE, knowing the
13 same to contain materially false fictitious and fraudulent statements on the entry, with
14 the intent to knowingly and unlawfully dispossess your Affiant of his, property, land
15 and home, for a profit and gain, and with the intent to use the court as a weapon to
16 intimidate and harm your Affiant and deny your Affiant of due process and remedy in
17 the courts.

18
19 Then on or about September 17, 2012 Attorney Lora Stuart Camp, Esquire, SC State Bar
20 Number 68633, OFFICER OF COURT and of the same law firm, Johnson & Johnson
21 L.L.C. located at 1587 Northeast Expressway, Atlanta, Georgia 30329 continued to
22 perpetrate the acts of her law partner Nicholas N. Sears, Jr. as stated above by filing
23 PLAINTIFF'S REPLY TO ANSWER AND COUNTERCLAIM in collusion and complicit
24 with M. Hope Blackley, being a public servant, CLERK OF COURT of SPARTANBURG
25 COUNTY, for the STATE OF SOUTH CAROLINA, knowingly and willfully falsified
26
27
28

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SPARTANBURG COUNTY
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1 material facts and made materially false, fictitious, and fraudulent statements and
2 misrepresentations, with intent to deceive by perpetrating the acts of Sears, and
3 contributing to obstruction of justice via Case 2012-CP-42-3027 and filing of said
4 document.

5
6
7 Then on or about September 21, 2012 Attorney Kimberly N. Renaud, Esquire, SC State
8 Bar Number 78730, OFFICER OF COURT and of a different law firm, NELSON
9 MULLINS RILEY & SCARBOROUGH LLP, located at 104 Main Street - 9th Floor,
10 Greenville, South Carolina 29601, continued to perpetrate the acts of the Atlanta firm by
11 accepting the case 2012-CP-42-3027 as Attorney of record, knowing it to be sham legal
12 process, simulation of legal process, and extrinsic fraud upon the court. Renaud then
13 filed the document PLAINTIFF'S REPLY TO COUNTERCLAIMS OF DEFENDANT
14 GEARY THOMAS DOOLY AND ELEANOR S. DOOLY, in collusion and complicit with
15 M. Hope Blackley, being a public servant, CLERK OF COURT of SPARTANBURG
16 COUNTY, for the STATE OF SOUTH CAROLINA, knowingly and willfully falsified
17 material facts and made materially false, fictitious, and fraudulent statements and
18 misrepresentations, with intent to deceive by perpetrating the acts of Sears, Camp, et al
19 contributing to obstruction of justice via Case 2012-CP-42-3027 and said filing, and the
20 filing of subsequent files in the same manner.
21
22
23
24

25 Then on or about February 4, 2013 Attorney Giles M. Schanen, Jr., Esquire, SC
26 State Bar Number 70391, OFFICER OF COURT and of the law firm, NELSON
27
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SPARTANBURG COUNTY
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M. HOPE BLACKLEY

1 MULLINS RILEY & SCARBOROUGH LLP, continued to perpetrate the acts of the
2 Atlanta firm by accepting the case 2012-CP-42-3027 as Attorney of record in the
3 absence of Renaud who is no longer with the law firm, knowing it to be sham legal
4 process, simulation of legal process, and extrinsic fraud upon the court. Schanen wrote a
5 threatening letter on February 4, 2013 but, apparently did not file it into the record, in
6 defense of the Atlanta firm with no evidence on the record what so ever in that defense,
7 wherein Schanen threatened your Affiant with the potential of "sanctions" wherein your
8 Affiant may have to pay his Attorney fees if your Affiant continued to pursue proof that
9 Deutsche Bank as Trustee had actually authorized in writing the foreclosure of the Note
10 and was, in fact the Plaintiff. They continue to not provide that admissible evidence
11 proof, and have given no admissible evidence that there is even a Trustee Agreement
12 properly executed between Deutsche and the investors that bought the Note, or whom
13 ever. There is no admissible evidence on the record that Deutsche bank is, in fact, the
14 Plaintiff in Case 2012-CP-42-3027 or has authorized this action.

17
18
19 Then on or about February 25, 2013 **Attorney Giles M. Schanen, Jr., Esquire**,
20 State Bar Number 70391, OFFICER OF COURT and of the law firm, NELSON
21 MULLINS RILEY & SCARBOROUGH LLP, continued to perpetrate the acts of the
22 Atlanta firm by Writing a second letter refusing to respond to your Affiant's Affidavit of
23 Declarations and other filings, thereby giving his "lawful, legal and binding agreement
24 with and admission to the fact that everything in this Affidavit is true, correct, legal
25 lawful by tacit procuration and fully binding upon you in any court in America, without
26
27
28

Page 4 of 6

AFFIDAVIT of Geary Thomas: Dooly, VICTIM AND WITNESS OF CRIMINAL ACTIVITY PERPETUATED

AGAINST, Geary Thomas: Dooly, BY OFFICERS OF THE COURT UNDER COLOR OF STATE LAW

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CLERK OF COURT
SPARTANBURG COUNTY

2013 JUN 20 PM 12:11

M. HOPE BLACKLEY

ROA 158

EX-A

your protest or objection and fully binding upon you in any court in America, without your protest or objection or that of those who represent you." – as quoted from that same DEFENDANT'S AFFIDAVIT OF DECLARATIONS (Pg 11 of 14) as filed into instant Case 2012-CP-42-3027.

"Obstructing Justice is impeding or obstructing those who seek justice in a court, or those who have duties or powers of administering justice therein. The act by which one or more persons attempt to prevent or do prevent, the execution of lawful process... applies also to the obstructing administration of justice in any way... through medium of knowingly false assertion, in wrong position before the public, constitutes an obstruction to administration of justice." "Obstructing Justice." Def. Blacks Law Dictionary. 1990. Sixth ed., Print.

The North Carolina Supreme Court held the essential elements of actionable fraud to be: (1) a false representation or concealment of material fact; (2) reasonably calculated to deceive; (3) made with the intent to deceive; (4) and which does in fact deceive; and to the hurt of the injured party, see(choice of law) Vail v. Vail, 233 N.C. 109, 63 S.E.2d 202 (1951). Constructive fraud is nevertheless fraud though it rest upon presumption arising from breach of fiduciary obligation rather than deception intentionally practiced. See(choice of law) Miller v. First Nat'l Bank, 234 N.C. 309, 67 S.E.2d 362 (1951).

The Affiant, charge that heretofore and before the making and filing of this

ROA.159

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CLERK OF COURT
SPARTANBURG COUNTY

2012 JUN 20 PM 12:41
HONORABLE CLERK

EX-A

Affidavit in the County of SPARTANBURG, and state of SOUTH CAROLINA, M. HOPE Blackley, CLERK OF COURT of SPARTANBURG COUNTY, for the STATE OF SOUTH CAROLINA, being a public servant, knowingly acted in collusion and complicit with Attorney Giles M. Schanen, Jr., Esquire, SC State Bar Number 70391, OFFICER OF COURT, wherein Attorney Giles M. Schanen, Jr., Esquire did then and there unlawfully and willfully commit Obstruction of Justice to wit against te peace and dignity of the State of SOUTH CAROLINA by scheduling a HEARING with M. HOPE Blackley, CLERK OF COURT of SPARTANBURG COUNTY to further perpetuate the acts of above Attorneys, and, Further, Affiant sayeth naught.

Dated June 18, 2013.

Geary-Thomas; family of Dooly, Authorized Agent
for GEARY THOMAS DOOLY
c/o P.O. Box 3326
Spartanburg, South Carolina [29304]

By: Geary Thomas

South Carolina)
Spartanburg County) Jurat

I, John A Jordan a notary public in and for Spartanburg County,

South Carolina on this 18 day of June 2013 came before me Geary-Thomas; family Dooly, a living Man to certify, attest and affirm under penalty of perjury the signature is true, complete and correct on the foregoing, the undersigned, who are personally known by me or upon proper oath and affirmation and identification, personally appeared before me, and attested to and signed the above document.

John A Jordan
NOTARY PUBLIC
My Commission Expires 3-16-2019

(SEAL)

FILED
CLERK OF COURT
SPARTANBURG COUNTY
2013 JUN 20 PM 12:11
M. HOPE BLACKLEY

ROA/60

AFFIDAVIT OF

Geary-Thomas; family of Dooly,

VICTIM AND WITNESS OF CRIMINAL ACTIVITY

PERPETRATED AGAINST

Geary-Thomas; family of Dooly,

BY STATE OFFICIALS OPERATING UNDER COLOR OF STATE LAW

State of South Carolina)
) Jurat
 Spartanburg County)

The Name Of, and by The People of South Carolina,

I, Geary-Thomas; family of Dooly, am a living man, of age of majority, competent to
 testify, hereafter, known as "Affiant" and/or "your Affiant", and states that I have
 firsthand admissible evidence, personal knowledge of the following facts stated herein,
 and if called to testify, will testify to the same, and states;

OBSTRUCTION OF JUSTICE

The offense commenced on or about July 19, 2012, at or about 12:59 P.M., when M.
 Hope Blackley, CLERK OF COURT of SPARTANBURG COUNTY, for the STATE OF
 SOUTH CAROLINA, being a public servant, knowingly acted in collusion and
 complicit with Attorney Nicholas N. Sears, Jr. Esquire, SC State Bar Number 78031,

Page 1 of 7

AFFIDAVIT of Geary Thomas: Dooly, VICTIM AND WITNESS OF CRIMINAL ACTIVITY PERPETUATED
 AGAINST, Geary Thomas: Dooly, BY OFFICERS OF THE COURT UNDER COLOR OF STATE LAW

ROA 161

FILED
 CLERK OF COURT
 SPARTANBURG COUNTY
 2013 JUN 20 PM 12:11
 M. HOPE BLACKLEY

EX-A

OFFICER OF COURT, for the STATE OF, SOUTH CAROLINA, with the filing of the COMPLAINT NON-JURY MORTGAGE FORECLOSURE, Case 2012-CP-42-3027, acting under color of office, having superior knowledge of the law, both knowing, or should have known that Sears is Acting as a third party debt collector, not in a lawful foreclosure position as a lawful agent, while knowing His and Her conduct is unlawful, did commit the act of Obstruction of Justice, by knowingly, willfully, and with intent, intentionally denied your Affiant the exercise and enjoyment of his liberty interest when M. Hope Blackley, acting in collusion and complicit with Attorney Nicholas N. Sears, Jr., Esquire, subjected your Affiant to the sham legal process, simulation of legal process, and extrinsic fraud upon the court perpetuated by Attorney Nicholas N. Sears, Jr., Esquire, SC State Bar Number 78031, OFFICER OF COURT, filed a bogus complaint in collusion and complicit with M. Hope Blackley, being a public servant, CLERK OF COURT of SPARTANBURG COUNTY, for the STATE OF SOUTH CAROLINA, knowingly and willfully falsified material facts and made materially false, fictitious, and fraudulent statements and misrepresentations, with intent to deceive, on the face of the COMPLAINT NON-JURY MORTGAGE FORECLOSURE, knowing the same to contain materially false fictitious and fraudulent statements on the entire, with the intent to knowingly and unlawfully dispossess your Affiant of his, property, land and home, for a profit and gain, and with the intent to use the court as a weapon to intimidate and harm your Affiant and deny your Affiant of due process and remedy the courts.

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CLERK OF COURT
SPARTANBURG COUNTY
2013 JUN 20 PM 12:11
MICHELE BLANKLEY

Then on or about September 17, 2012 Attorney Lora Stuart Camp, Esquire, SC State Bar Number 68633, OFFICER OF COURT and of the same law firm, Johnson & Johnson, L.L.C. located at 1587 Northeast Expressway, Atlanta, Georgia 30329 continued to perpetrate the acts of her law partner Nicholas N. Sears, Jr. as stated above by filing

AFFIDAVIT of Geary Thomas: Dooly, VICTIM AND WITNESS OF CRIMINAL ACTIVITY PERPETUATED AGAINST, Geary Thomas: Dooly, BY OFFICERS OF THE COURT UNDER COLOR OF STATE LAW

RoA/62

EX-A

1 PLAINTIFF'S REPLY TO ANSWER AND COUNTERCLAIM in collusion and complicit
2 with M. Hope Blackley, being a public servant, CLERK OF COURT of SPARTANBURG
3 COUNTY, for the STATE OF SOUTH CAROLINA, knowingly and willfully falsified
4 material facts and made materially false, fictitious, and fraudulent statements and
5 misrepresentations, with intent to deceive by perpetrating the acts of Sears, and
6 contributing to obstruction of justice via Case 2012-CP-42-3027 and filing of said
7 document.
8

9
10 Then on or about September 21, 2012 Attorney Kimberly N. Renaud, Esquire, SC State
11 Bar Number 78730, OFFICER OF COURT and of a different law firm, NELSON
12 MULLINS RILEY & SCARBOROUGH LLP, located at 104 Main Street - 9th Floor,
13 Greenville, South Carolina 29601, continued to perpetrate the acts of the Atlanta firm by
14 accepting the case 2012-CP-42-3027 as Attorney of record, knowing it to be sham legal
15 process, simulation of legal process, and extrinsic fraud upon the court. Renaud then
16 filed the document PLAINTIFF'S REPLY TO COUNTERCLAIMS OF DEFENDANT
17 GEARY THOMAS DOOLY AND ELEANOR S. DOOLY, in collusion and complicit with
18 M. Hope Blackley, being a public servant, CLERK OF COURT of SPARTANBURG
19 COUNTY, for the STATE OF SOUTH CAROLINA, knowingly and willfully falsified
20 material facts and made materially false, fictitious, and fraudulent statements and
21 misrepresentations, with intent to deceive by perpetrating the acts of Sears, Camp, et al
22 contributing to obstruction of justice via Case 2012-CP-42-3027 and said filing, and the
23 filing of subsequent files in the same manner.
24
25
26
27
28

FILED
CLERK OF COURT
SPARTANBURG COUNTY

2013 JUN 20 PM 12:11

ROA/63

1
2 Then on or about February 4, 2013 Attorney Giles M. Schanen, Jr., Esquire, SC State Bar
3 Number 70391, OFFICER OF COURT and of the law firm, NELSON MULLINS RILEY &
4 SCARBOROUGH LLP, continued to perpetrate the acts of the Atlanta firm by accepting
5 the case 2012-CP-42-3027 as Attorney of record in the absence of Renaud who is no
6 longer with the law firm, knowing it to be sham legal process, simulation of legal
7 process, and extrinsic fraud upon the court. Schanen wrote a threatening letter on
8 February 4, 2013 but, apparently did not file it into the record, in defense of the Atlanta
9 firm with no evidence on the record what so ever in that defense, wherein Schanen
10 threatened your Affiant with the potential of "sanctions" wherein your Affiant may have
11 to pay his Attorney fees if your Affiant continued to pursue proof that Deutsche Bank as
12 Trustee had actually authorized in writing the foreclosure of the Note and was, in fact
13 the Plaintiff. They continue to not provide that admissible evidence proof, and have
14 given no admissible evidence that there is even a Trustee Agreement properly executed
15 between Deutsche and the investors that bought the Note, or whom ever. There is no
16 admissible evidence on the record that Deutsche bank is, in fact, the Plaintiff in Case
17 2012-CP-42-3027 or has authorized this action.
18
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21

22 Then on or about February 25, 2013 Attorney Giles M. Schanen, Jr., Esquire, SC State
23 Bar Number 70391, OFFICER OF COURT and of the law firm, NELSON MULLINS
24 RILEY & SCARBOROUGH LLP, continued to perpetrate the acts of the Atlanta firm by
25 Writing a second letter refusing to respond to your Affiant's Affidavit of Declarations
26
27
28

FILED
CLERK OF COURT
SPARTANBURG COUNTY
2013 JUN 20 PM 12:11
H. J. BLACKLEY

1 and other filings, thereby giving his "lawful, legal and binding agreement with and
2 admission to the fact that everything in this Affidavit is true, correct, legal lawful by tacit
3 procurement and fully binding upon you in any court in America, without your protest or
4 objection and fully binding upon you in any court in America, without your protest or
5 objection or that of those who represent you." – as quoted from that same

6
7 DEFENDANT'S AFFIDAVIT OF DECLARATIONS (Pg 11 of 14) as filed into instant Case
8 2012-CP-42-3027.

9 Then on or about May 7, 2013 **Attorney Benjamin N. Garner , Esquire**, SC State
10 Bar Number 78886, OFFICER OF COURT and of the law firm, NELSON MULLINS
11 RILEY & SCARBOROUGH LLP, continued to perpetrate the acts of the Atlanta firm
12 filing a NOTICE OF HEARING with M. Hope Blackley, being a public servant, CLERK
13 OF COURT of SPARTANBURG COUNTY, for the STATE OF SOUTH CAROLINA.
14

15 Attorney Garner being trained in law knew or should have known the aspects of the case
16 he was perpetuating as detailed above by others in his law firm and the other law firm,
17 however **Attorney Benjamin N. Garner , Esquire** knowingly and willfully
18 perpetuating the acts of others before him in this Case 2012-CP-42-3027 therein
19
20 **Attorney Benjamin N. Garner , Esquire** committed the Obstruction of Justice.

21
22 "Obstructing Justice is impeding or obstructing those who seek justice in a court,
23 or those who have duties or powers of administering justice therein. The act by which
24 one or more persons attempt to prevent or do prevent, the execution of lawful process...
25 applies also to the obstructing administration of justice in any way... through medium of
26

EX-A

1 knowingly false assertion, in wrong position before the public, constitutes an
2 obstruction to administration of justice." "Obstructing Justice." Def. Blacks Law
3 Dictionary. 1990. Sixth ed., Print.
4

5 The North Carolina Supreme Court held the essential elements of actionable fraud to be:
6 (1) a false representation or concealment of material fact; (2) reasonably calculated to
7 deceive; (3) made with the intent to deceive; (4) and which does in fact deceive; and (5)
8 to the hurt of the injured party, see(choice of law) Vail v. Vail, 233 N.C. 109, 63 S.E.2d
9 202 (1951). Constructive fraud is nevertheless fraud though it rest upon presumption
10 arising from breach of fiduciary obligation rather than deception intentionally practiced.
11 See(choice of law) Miller v. First Nat'l Bank, 234 N.C. 309, 67 S.E.2d 362 (1951).
12
13
14

15 The Affiant, charge that heretofore and before the making and filing of this
16 Affidavit in the County of SPARTANBURG, and state of SOUTH CAROLINA, M. HOPE
17 Blackley, CLERK OF COURT of SPARTANBURG COUNTY, for the STATE OF SOUTH
18 CAROLINA, being a public servant, knowingly acted in collusion and complicit with
19 **Attorney Benjamin N. Garner, Esquire**, SC State Bar Number 78886, OFFICE
20 OF COURT, wherein **Attorney Benjamin N Garner, Esquire** did then and there
21 unlawfully and willfully commit Obstruction of Justice to wit against the peace and
22 dignity of the State of SOUTH CAROLINA by scheduling a HEARING with M. HOPE
23 Blackley, CLERK OF COURT of SPARTANBURG COUNTY to further perpetuate the
24 acts of above Attorneys,
25
26
27
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Page 6 of 7

AFFIDAVIT of Geary Thomas: Dooly, VICTIM AND WITNESS OF CRIMINAL ACTIVITY PERPETUATED

AGAINST, Geary Thomas: Dooly, BY OFFICERS OF THE COURT UNDER COLOR OF STATE LAW

RoA 166

FILED
CLERK OF COURT
SPARTANBURG COUNTY

2015 JUN 20 AM 12:11
M. HOPE BLACKLEY

Dated June 18, 2013.

By: Henry Thomas : bbf

I, JOHN A JORDAN a notary public in and for Spartanburg County,


NOTARY PUBLIC
My Commission Expires 3-16-2019

(SEAL)

FILED
CLERK OF DISTRICT COURT
SPRINGFIELD COUNTY
2013 JUN 20 PM 12:11
M. MICHELLE BLANKENHORN

Geary-Thomas; family of Dooly,
VICTIM AND WITNESS OF CRIMINAL ACTIVITY
PERPETRATED AGAINST
Geary-Thomas; family of Dooly,

BY STATE OFFICIALS OPERATING UNDER COLOR OF STATE LAW

State of South Carolina)
) Jurat
Spartanburg County)

The Name Of, and by The People of South Carolina,

I, Geary-Thomas; family of Dooly, am a living man, of age of majority, competent to testify, hereafter, known as "Affiant" and/or "your Affiant", and states that I have firsthand admissible evidence, personal knowledge of the following facts stated herein and if called to testify, will testify to the same, and states;

FILED
CLERK OF COURT
SARASOTA COUNTY
FLORIDA
2007 JUN 20 PM 12:11
1000 E. BLOOMINGDAVE
SARASOTA FL 34236

ABUSE OF OFFICIAL CAPACITY

The offense commenced on or about July 19, 2012, at or about 12:59 P.M., when M. Hope Blackley, CLERK OF COURT of SPARTANBURG COUNTY, for the STATE OF SOUTH CAROLINA, being a public servant, knowingly acted in collusion and complicit

EX-A

with Attorney Nicholas N. Sears, Jr. Esquire, SC State Bar Number 78031, OFFICER OF COURT, for the STATE OF, SOUTH CAROLINA, with the filing of the COMPLAINT NON-JURY MORTGAGE FORECLOSURE, Case 2012-CP-42-3027, acting under color of office, having superior knowledge of the law, both knowing, or should have known that Sears is Acting as a third party debt collector, not in a lawful foreclosure position as a lawful agent, while knowing His and Her conduct is unlawful, did commit the act of Abuse of Official Capacity, by knowingly, willfully, and with intent, intentionally denied your Affiant the exercise and enjoyment of his liberty interest when M. Hope Blackley, acting in collusion and complicit with Attorney Nicholas N. Sears, Jr., Esquire, subjected your Affiant to the sham legal process, simulation of legal process, and extrinsic fraud upon the court perpetrated by Attorney Nicholas N. Sears, Jr., Esquire, SC State Bar Number 78031, OFFICER OF COURT, filed a bogus complaint in collusion and complicit with M. Hope Blackley, being a public servant, CLERK OF COURT of SPARTANBURG COUNTY, for the STATE OF SOUTH CAROLINA, knowingly and willfully falsified material facts and made materially false, fictitious, and fraudulent statements and misrepresentations, with intent to deceive, on the face of the COMPLAINT NON-JURY MORTGAGE FORECLOSURE, knowing the same to contain materially false fictitious and fraudulent statements on the entry, with the intent to knowingly and unlawfully dispossess your Affiant of his, property, land and home, for a profit and gain, and with the intent to use the court as a weapon to intimidate and harm your Affiant and deny your Affiant of due process and remedy in the courts. These acts of Abuse of Official Capacity by M. Hope Blackley, being a public servant, CLERK OF

Page 2 of 4

AFFIDAVIT of Geary Thomas: Dooly, VICTIM AND WITNESS OF CRIMINAL ACTIVITY PERPETUATED
AGAINST, Geary Thomas: Dooly, BY OFFICERS OF THE COURT UNDER COLOR OF STATE LAW

20A 169

FILED
CLERK OF COURT
SPARTANBURG COUNTY

2013 JUN 20 PM 12:11
M. HOPE BLACKLEY

EX-A

COURT of SPARTANBURG COUNTY, for the STATE OF SOUTH CAROLINA, were repeated multiple times, and in every case wherein other Attorneys submitted documents into instant case that were in collusion and complicit with the COMPLAINT NON-JURY FORECLOSURE DOCUMENTS.

"Obstructing Justice is impeding or obstructing those who seek justice in a court, or those who have duties or powers of administering justice therein. The act by which one or more persons attempt to prevent or do prevent, the execution of lawful process... applies also to the obstructing administration of justice in any way... through medium of knowingly false assertion, in wrong position before the public, constitutes an obstruction to administration of justice." "Obstructing Justice." Def. Blacks Law Dictionary. 1990. Sixth ed., Print.

The Affiant, charge that heretofore and before the making and filing of this Affidavit in the County of SPARTANBURG and state of SOUTH CAROLINA, M. Hope Blackley, CLERK OF COURT of SPARTANBURG COUNTY, for the STATE OF SOUTH CAROLINA, being a public servant, knowingly acted in collusion and complicit with Attorney Nicholas N. Sears, Jr. Esquire, SC State Bar Number 78031, OFFICER OF COURT, for the STATE OF, SOUTH CAROLINA, and other Attorneys, did then and there unlawfully and willfully commit Abuse of Official Capacity to wit against the peace and dignity of the State,

FILED
CLERK OF COURT
SPARTANBURG COUNTY

2013 JUN 20 PM 12:11
M. HOPE BLACKLEY

ROA 170

and, Further, Affiant sayeth naught.

Dated June 18, 2013.

Geary-Thomas; family of Dooly, Authorized Agent
for GERAY THOMAS DOOLY
c/o P.O. Box 3326
Spartanburg, South Carolina [29304]

by: *Geary-Thomas: Dooly*

South Carolina)
) Jurat
Spartanburg County)

I, JOHN A JORDAN a notary public in and for Spartanburg County,

South Carolina on this 18 day of June 2013 came before me Geary-Thomas; family Dooly, a living Man to certify, attest and affirm under penalty of perjury the signature is true, complete and correct on the foregoing, the undersigned, who are personally known by me or upon proper oath and affirmation and identification, personally appeared before me, and attested to and signed the above document.

John A Jordan
NOTARY PUBLIC

My Commission Expires 3-16-2019

(SEAL)

FILED
CLERK OF COURT
SPARTANBURG COUNTY
2013 JUN 20 PM 12:11
M. DOPE BLACKLEY

AFFIDAVIT OF

Terri-Lynn: Lehman,

THIRD PARTY WITNESS OF CRIMINAL ACTIVITY

PERPETRATED AGAINST

Geary-Thomas; family of Dooly,

BY STATE OFFICIALS OPERATING UNDER COLOR OF STATE LAW

State of South Carolina)
) Jurat
 Spartanburg County)

The Name Of, and by The People of South Carolina,

I, Terri-Lynn, family of Lehman, am a living woman, of age of majority, competent to testify, hereafter, known as "Affiant" and/or "your Affiant", and states that I have firsthand admissible evidence, personal knowledge of the following facts stated herein, and if called to testify, will testify to the same, and states;

Upon close examination of the record by Affiant, concerning Court filings, The Matter of the filing of COMPLAINT NON-JURY MORTGAGE FORECLOSURE on or about July 19, 2012, and other subsequent filings of record by Attorney Nicholas N. Sears, Jr., Esquire, SC Bar Number 78031, and others, Affiant believes the facts as stated herein to be true, and that admissible evidence exists that confirms these facts. That Nicholas N. Sears, Jr., Esquire, and His law firm, and other Attorneys of record are acting as third (3rd) party debt collectors, not agents for any banking institution, or

FILED
 CLERK OF COURT
 SPARTANBURG COUNTY
 2013 JUN 20 PM 12:11
 M. HOPE BLACKLEY

any other proper authority possessing authority to foreclose on the property of Geary-Thomas: Dooly.

ABUSE OF OFFICIAL CAPACITY

The record reflects that the offense commenced on or about July 19, 2012, at or about 12:59 P.M., when **M. Hope Blackley, CLERK OF COURT** of SPARTANBURG COUNTY, for the STATE OF SOUTH CAROLINA, being a public servant, knowingly acted in collusion and complicit with Attorney Nicholas N. Sears, Jr. Esquire, SC State Bar Number 78031, OFFICER OF COURT, for the STATE OF, SOUTH CAROLINA, with the filing of the COMPLAINT NON-JURY MORTGAGE FORECLOSURE, acting under color of office, having superior knowledge of the law, knew or should have known that Sears is Acting as a third party debt collector, not in a lawful foreclosure position as a lawful agent, while knowing His and Her conduct is unlawful, did commit the act of Abuse of Official Capacity, by knowingly, willfully, and with intent, intentionally denied Geary-Thomas: Dooly the exercise and enjoyment of his liberty interest when **M. Hope Blackley**, acting in collusion and complicit with Attorney Nicholas N. Sears, Jr., Esquire, subjected Geary-Thomas: Dooly to the sham legal process, simulation of legal process, and extrinsic fraud upon the court perpetrated by Attorney Nicholas N. Sears, Jr., Esquire, SC State Bar Number 78031, OFFICER OF COURT, filed a bogus complaint in collusion and complicit with **M. Hope Blackley, being a public servant, CLERK OF COURT of SPARTANBURG COUNTY**, for the STATE OF SOUTH CAROLINA, knowingly and willfully falsified material facts and made materially false, fictitious, and fraudulent statements and misrepresentations, with intent to deceive, on the face of the

FILED
CLERK OF COURT
SPARTANBURG COUNTY
2013 JUN 20 PM 2:18
M. HOPE BLACKLEY

COMPLAINT NON-JURY MORTGAGE FORECLOSURE, knowing the same to contain materially false fictitious and fraudulent statements on the entry, with the intent to knowingly and unlawfully dispossess Geary-Thomas: Dooly of his, property, land and home, for a profit and gain, and with the intent to use the court as a weapon to intimidate and harm Geary-Thomas: Dooly and deny him of due process and remedy in the courts.

"Obstructing Justice is impeding or obstructing those who seek justice in a court, or those who have duties or powers of administering justice therein. The act by which one or more persons attempt to prevent or do prevent, the execution of lawful process... applies also to the obstructing administration of justice in any way... through medium of knowingly false assertion, in wrong position before the public, constitutes an obstruction to administration of justice." "Obstructing Justice." Def. Blacks Law Dictionary. 1990. Sixth ed., Print.

The North Carolina Supreme Court held the essential elements of actionable fraud to be: (1) a false representation or concealment of material fact; (2) reasonably calculated to deceive; (3) made with the intent to deceive; (4) and which does in fact deceive; and (5) to the hurt of the injured party, see(choice of law) Vail v. Vail, 233 N.C. 109, 68 S.E.2d 202 (1951). Constructive fraud is nevertheless fraud though it rest upon presumption arising from breach of fiduciary obligation rather than deception intentionally practiced. See(choice of law) Miller v. First Nat'l Bank, 234 N.C. 309, 67 S.E.2d 362 (1951).

FILED
CLERK OF COURT
SPARTANBURG COUNTY

2013 JUN 20 PM 12:11
MURPHY BLACKLEY

and, Further, Affiant sayeth naught.

Terri-Lynn: Lehman
6040 A Six Forks Road Ste 290
Raleigh, North Carolina [27609]

by: Tori-Lynn Lehman

I, John A. Jordan a notary public in and for Spartanburg County, South Carolina on this 18th day of June 2013 came before me Terri-Lynn Lehman, a living Woman to certify, attest and affirm under penalty of perjury that the signature is true, complete and correct on the foregoing, the undersigned, who are personally known by me or upon proper oath and affirmation and identification personally appeared before me, and attested to and signed the above document.

My Commission Expires 3-6-2019

(SEAL

FILED
CLERK OF COURT
SARASOTA COUNTY
2013 JUN 20 PM 12:11
BLACKLEY

ROA/75

Terri-Lynn: Lehman,
THIRD PARTY WITNESS OF CRIMINAL ACTIVITY
PERPETRATED AGAINST
Geary-Thomas; family of Dooly,
BY STATE OFFICIALS OPERATING UNDER COLOR OF STATE LAW

State of South Carolina)
) Jurat
Spartanburg County)

I, Terri-Lynn, family of Lehman, am a living woman, of age of majority, competent to testify, hereafter, known as "Affiant" and/or "your Affiant", and states that I have firsthand admissible evidence, personal knowledge of the following facts stated herein, and if called to testify, will testify to the same, and states;

Upon close examination of the record by Affiant, concerning Court filings, The Matter of the filing of COMPLAINT NON-JURY MORTGAGE FORECLOSURE on or about July 19, 2012, and other subsequent filings of record by Attorney Nicholas N. Sears, Jr., Esquire, SC Bar Number 78031, and others, Affiant believes the facts as stated herein to be true, and that admissible evidence exists that confirms these facts. That Nicholas N. Sears, Jr., Esquire, and His law firm, and other Attorneys of record are acting as third (3rd) party debt collectors, not agents for any banking institution, or

Page 1 of 4

**AFFIDAVIT of Terri-Lynn: Lehman THIRD PARTY WITNESS OF CRIMINAL ACTIVITY PERPETUATED
AGAINST, Geary Thomas: Dooley, BY OFFICERS OF THE COURT UNDER COLOR OF STATE LAW**

ROA 176

FILED
CLERK OF COURT
SPARTANBURG COUNTY
2013 JUN 20 4:12 PM
M. HURF BLANCHARD
JUR on Mr about

EX-A

any other proper authority possessing authority to foreclose on the property of Geary-Thomas: Dooly.

OBSTRUCTION OF JUSTICE

The offense commenced on or about July 19, 2012, at or about 12:59 P.M., when M. Hope Blackley, CLERK OF COURT of SPARTANBURG COUNTY, for the STATE OF SOUTH CAROLINA, being a public servant, knowingly acted in collusion and complicit with **Attorney Nicholas N. Sears, Jr. Esquire**, SC State Bar Number 78031, OFFICER OF COURT, for the STATE OF, SOUTH CAROLINA, with the filing of the COMPLAINT NON-JURY MORTGAGE FORECLOSURE, acting under color of office, having superior knowledge of the law, knew or should have known that Sears is Acting as a third party debt collector, not in a lawful foreclosure position as a lawful agent, while knowing His and Her conduct is unlawful, did commit the act of Obstruction of Justice, by knowingly, willfully, and with intent, intentionally denied Geary-Thomas: Dooly the exercise and enjoyment of his liberty interest when M. Hope Blackley, acting in collusion and complicit with **Attorney Nicholas N. Sears, Jr., Esquire**, subjected Geary-Thomas: Dooly to the sham legal process, simulation of legal process, and extrinsic fraud upon the court perpetrated by **Attorney Nicholas N. Sears, Jr., Esquire**, SC State Bar Number 78031, OFFICER OF COURT, filed a bogus complaint in collusion and complicit with M. Hope Blackley, being a public servant, CLERK OF COURT of SPARTANBURG COUNTY, for the STATE OF SOUTH CAROLINA, knowingly and willfully falsified material facts and made materially false, fictitious, and fraudulent statements and misrepresentations, with intent to deceive, on the face of the

FILED
CLERK OF COURT
SPARTANBURG COUNTY

2013 JUN 20 PM 2:11
HOPE BLACKLEY

ROA 177

EX-A

COMPLAINT NON-JURY MORTGAGE FORECLOSURE, knowing the same to contain materially false fictitious and fraudulent statements on the entry, with the intent to knowingly and unlawfully dispossess Geary-Thomas: Dooly of his, property, land and home, for a profit and gain, and with the intent to use the court as a weapon to intimidate and harm Geary-Thomas: Dooly and deny Geary-Thomas: Dooly of due process and remedy in the courts.

"Obstructing Justice is impeding or obstructing those who seek justice in a court, or those who have duties or powers of administering justice therein. The act by which one or more persons attempt to prevent or do prevent, the execution of lawful process... applies also to the obstructing administration of justice in any way... through medium of knowingly false assertion, in wrong position before the public, constitutes an obstruction to administration of justice." "Obstructing Justice." Def. Blacks Law Dictionary. 1990. Sixth ed., Print.

The North Carolina Supreme Court held the essential elements of actionable fraud to be: (1) a false representation or concealment of material fact; (2) reasonably calculated to deceive; (3) made with the intent to deceive; (4) and which does in fact deceive; and (5) to the hurt of the injured party, see(choice of law) Vail v. Vail, 233 N.C. 109, 63 S.E.2d 202 (1951). Constructive fraud is nevertheless fraud though it rest upon presumption arising from breach of fiduciary obligation rather than deception intentionally practiced. See(choice of law) Miller v. First Nat'l Bank, 234 N.C. 309, 67 S.E.2d 362 (1951).

ROA/78

FILED
CLERK OF COURT
SPARTANBURG COUNTY

2013 JUN 20 PM 12:51
H. HOPKINS

Dated June 18, 2013.

by: Terri-Lynn Lehman

I, John A. Jordan a notary public in and for Spartanburg County, South Carolina on this 18th day of June 2013 came before me Terri-Lynn Lehman, a living Woman to certify, attest and affirm under penalty of perjury the signature is true, complete and correct on the foregoing, the undersigned, who are personally known by me or upon proper oath and affirmation and identification, personally appeared before me, and attested to and signed the above document.

~~NOTARY PUBLIC~~

My Commission Expires 3-14-2019

(SEAL)

Page 4 of 4

AFFIDAVIT of Terri-Lynn: Lehman THIRD PARTY WITNESS OF CRIMINAL ACTIVITY PERPETUATED

AGAINST, Geary Thomas: Dooly, BY OFFICERS OF THE COURT UNDER COLOR OF STATE LAW.

ROA/79

FILED
CLERK OF COURT
SPARTANBURG COUNTY

EX-A

AFFIDAVIT OF

Terri-Lynn: Lehman,

THIRD PARTY WITNESS OF CRIMINAL ACTIVITY

PERPETRATED AGAINST

Geary-Thomas; family of Dooly,

BY STATE OFFICIALS OPERATING UNDER COLOR OF STATE LAW

State of South Carolina)
Spartanburg County) Jurat

The Name Of, and by The People of South Carolina,

I, Terri-Lynn, family of Lehman, am a living woman, of age of majority, competent to testify, hereafter, known as "Affiant" and/or "your Affiant", and states that I have firsthand admissible evidence, personal knowledge of the following facts stated herein, and if called to testify, will testify to the same, and states;

Upon close examination of the record by Affiant, concerning Court filings, The Matter of the filing of COMPLAINT NON-JURY MORTGAGE FORECLOSURE on or about July 19, 2012, and other subsequent filings of record by Attorney Nicholas N. Sears, Jr., Esquire, SC Bar Number 78031, and others, Affiant believes the facts as stated herein to be true, and that admissible evidence exists that confirms these facts. That Nicholas N. Sears, Jr., Esquire, and His law firm, and other Attorneys of record are acting as third

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SPARTANBURG COUNTY
2013 JUN 20 PM 12:11
M. HOE BACATEY

(3rd) party debt collectors, not agents for any banking institution, or any other proper authority possessing authority to foreclose on the property of Geary-Thomas: Dooly.

OBSTRUCTION OF JUSTICE

The offense commenced on or about July 19, 2012, at or about 12:59 P.M., when M. Hope Blackley, CLERK OF COURT of SPARTANBURG COUNTY, for the STATE OF SOUTH CAROLINA, being a public servant, knowingly acted in collusion and complicit with Attorney Nicholas N. Sears, Jr. Esquire, SC State Bar Number 78031, OFFICER OF COURT, for the STATE OF, SOUTH CAROLINA, with the filing of the COMPLAINT NON-JURY MORTGAGE FORECLOSURE, Case 2012-CP-42-3027, acting under color of office, having superior knowledge of the law, both knowing, or should have known that Sears is Acting as a third party debt collector, not in a lawful foreclosure position as a lawful agent, while knowing His and Her conduct is unlawful, did commit the act of Obstruction of Justice, by knowingly, willfully, and with intent, intentionally denied Geary-Thomas: Dooly the exercise and enjoyment of His liberty interest when M. Hope Blackley, acting in collusion and complicit with Attorney Nicholas N. Sears, Jr. Esquire, subjected Geary-Thomas: Dooly to the sham legal process, simulation of legal process, and extrinsic fraud upon the court perpetrated by Attorney Nicholas N. Sears, Jr., Esquire, SC State Bar Number 78031, OFFICER OF COURT, filed a bogus complaint in collusion and complicit with M. Hope Blackley, being a public servant, CLERK OF COURT of SPARTANBURG COUNTY, for the STATE OF SOUTH CAROLINA, knowingly and willfully falsified material facts and made materially false, fictitious, and

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1 fraudulent statements and misrepresentations, with intent to deceive, on the face of the
2 COMPLAINT NON-JURY MORTGAGE FORECLOSURE, knowing the same to contain
3 materially false fictitious and fraudulent statements on the entry, with the intent to
4 knowingly and unlawfully dispossess Geary-Thomas: Dooly of his, property, land and
5 home, for a profit and gain, and with the intent to use the court as a weapon to
6 intimidate and harm Geary-Thomas: Dooly and deny him of due process and remedy in
7 the courts.
8

9
10 Then on or about September 17, 2012 Attorney Lora Stuart Camp, Esquire, SC
11 State Bar Number 68633, OFFICER OF COURT and of the same law firm, Johnson &
12 Johnson, L.L.C. located at 1587 Northeast Expressway, Atlanta, Georgia 30329
13 continued to perpetrate the acts of her law partner Nicholas N. Sears, Jr. as stated above
14 by filing PLAINTIFF'S REPLY TO ANSWER AND COUNTERCLAIM in collusion and
15 complicit with M. Hope Blackley, being a public servant, CLERK OF COURT of
16 SPARTANBURG COUNTY, for the STATE OF SOUTH CAROLINA, knowingly and
17 willfully falsified material facts and made materially false, fictitious, and fraudulent
18 statements and misrepresentations, with intent to deceive by perpetrating the acts of
19 Sears, and contributing to obstruction of justice via being complicit with Case 2011-CP-
20 42-3027 and filing said document.
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24 The North Carolina Supreme Court held the essential elements of actionable fraud to be:
25 (1) a false representation or concealment of material fact; (2) reasonably calculated to
26

1 deceive; (3) made with the intent to deceive; (4) and which does in fact deceive; and (5)
2 to the hurt of the injured party, see(choice of law) Vail v. Vail, 233 N.C. 109, 63 S.E.2d
3 202 (1951). Constructive fraud is nevertheless fraud though it rest upon presumption
4 arising from breach of fiduciary obligation rather than deception intentionally practiced.
5 See(choice of law) Miller v. First Nat'l Bank, 234 N.C. 309, 67 S.E.2d 362 (1951).
6
7

8 "Obstructing Justice is impeding or obstructing those who seek justice in a court,
9 or those who have duties or powers of administering justice therein. The act by which
10 one or more persons attempt to prevent or do prevent, the execution of lawful process...
11 applies also to the obstructing administration of justice in any way... through medium of
12 knowingly false assertion, in wrong position before the public, constitutes an
13 obstruction to administration of justice." "Obstructing Justice." Def. Blacks Law
14 Dictionary. 1990. Sixth ed., Print.
15
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17

18 The Affiant, charge that heretofore and before the making and filing of this:
19 Affidavit in the County of SPARTANBURG, and state of SOUTH CAROLINA, M. H. CAMP, JR.
20 Blackley, CLERK OF COURT of SPARTANBURG COUNTY, for the STATE OF SOUTH
21 CAROLINA, being a public servant, knowingly acted in collusion and complicity with
22 **Attorney Lora Stuart Camp, Esquire**, SC State Bar Number 68633, OFFICER OF
23 COURT, wherein **Attorney Lora Stuart Camp, Esquire** did then and there
24 unlawfully and willfully commit Obstruction of Justice to wit against the peace and
25
26

27 Page 4 of 5

28 AFFIDAVIT of Terri-Lynn: Lehman, THIRD PARTY WITNESS OF CRIMINAL ACTIVITY PERPETUATED
AGAINST, Geary Thomas: Dooly, BY OFFICERS OF THE COURT UNDER COLOR OF STATE LAW

ROA 183

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CLERK OF COURT
SPARTANBURG COUNTY
2013 JUN 20 PM 12:12
M. H. CAMP, JR.
CLERK OF COURT

dignity of the State of SOUTH CAROLINA,

and, Further, Affiant sayeth naught.

Dated June 14, 2013.

Terri-Lynn: Lehman
6040 A Six Forks Road Ste 290
Raleigh, North Carolina [27609]

By: *Terri Lynn: Lehman*

South Carolina)
Spartanburg County) Jurat

I, John A. Jordan a notary public in and for Spartanburg County,

South Carolina on this 18th day of June 2013 came before me Terri-Lynn: family
Lehman, a living Woman to certify, attest and affirm under penalty of perjury the
signature is true, complete and correct on the foregoing, the undersigned, who are
personally known by me or upon proper oath and affirmation and identification,
personally appeared before me, and attested to and signed the above document.

John A. Jordan
NOTARY PUBLIC

My Commission Expires 3-16-2019

(SEAL)

BLACKLEY

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SPARTANBURG COUNTY

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any other proper authority possessing authority to foreclose on the property of Geary-Thomas: Dooly.

OBSTRUCTION OF JUSTICE

The offense commenced on or about July 19, 2012, at or about 12:59 P.M., when M. Hope Blackley, CLERK OF COURT of SPARTANBURG COUNTY, for the STATE OF SOUTH CAROLINA, being a public servant, knowingly acted in collusion and complicit with Attorney Nicholas N. Sears, Jr. Esquire, SC State Bar Number 78031, OFFICER OF COURT, for the STATE OF, SOUTH CAROLINA, with the filing of the COMPLAINT NON-JURY MORTGAGE FORECLOSURE, Case 2012-CP-42-3027, acting under color of office, having superior knowledge of the law, both knowing, or should have known that Sears is Acting as a third party debt collector, not in a lawful foreclosure position as a lawful agent, while knowing His and Her conduct is unlawful, did commit the act of Obstruction of Justice, by knowingly, willfully, and with intent, intentionally denied Geary-Thomas: Dooly the exercise and enjoyment of His liberty interest when M. Hope Blackley, acting in collusion and complicit with Attorney Nicholas N. Sears, Jr., Esquire, subjected Geary-Thomas: Dooly to the sham legal process, simulation of legal process, and extrinsic fraud upon the court perpetrated Attorney Nicholas N. Sears, Jr., Esquire, SC State Bar Number 78031, OFFICER OF COURT, filed a bogus complaint in collusion and complicit with M. Hope Blackley, being a public servant, CLERK OF COURT of SPARTANBURG COUNTY, for the STATE OF SOUTH CAROLINA, knowingly and willfully falsified material facts and made materially false, fictitious, and fraudulent statements and misrepresentations, with intent to deceive, on the face of the COMPLAINT NON-JURY MORTGAGE FORECLOSURE, knowing the same to contain materially false fictitious and

EX-A

fraudulent statements on the entry, with the intent to knowingly and unlawfully dispossess Geary-Thomas: Dooly of his, property, land and home, for a profit and gain, and with the intent to use the court as a weapon to intimidate and harm Geary-Thomas: Dooly and deny him due process and remedy in the courts.

Then on or about September 17, 2012 Attorney Lora Stuart Camp, Esquire, SC State Bar Number 68633, OFFICER OF COURT and of the same law firm, Johnson & Johnson, L.L.C. located at 1587 Northeast Expressway, Atlanta, Georgia 30329 continued to perpetrate the acts of her law partner Nicholas N. Sears as stated above by filing PLAINTIFF'S REPLY TO ANSWER AND COUNTERCLAIM in collusion and complicit with M. Hope Blackley, being a public servant, CLERK OF COURT of SPARTANBURG COUNTY, for the STATE OF SOUTH CAROLINA, knowingly and willfully falsified material facts and made materially false, fictitious, and fraudulent statements and misrepresentations, with intent to deceive by perpetrating the acts of Sears, and contributing to obstruction of justice via Case 2012-CP-42-3027 and filing of said document.

Then on or about September 21, 2012 Attorney Kimberly N. Renaud, Esquire, SC State Bar Number 78730, OFFICER OF COURT and of a different law firm, NELSON MULLINS RILEY & SCARBOROUGH LLP, located at 104 Main Street - 9th Floor, Greenville, South Carolina 29601, continued to perpetrate the acts of the Atlanta firm by accepting the case 2012-CP-42-3027 as Attorney of record, knowing it to be sham legal process, simulation of legal process, and extrinsic fraud upon the court. Renaud then

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SPARTANBURG COUNTY
2013 JUN 20 PM 12:12
M. HOPE BLACKLEY

POA / 87

EX-A

1 filed the document PLAINTIFF'S REPLY TO COUNTERCLAIMS OF DEFENDANT
2 GEARY THOMAS DOOLY AND ELEANOR S. DOOLY, in collusion and complicit with
3 M. Hope Blackley, being a public servant, CLERK OF COURT of SPARTANBURG
4 COUNTY, for the STATE OF SOUTH CAROLINA, knowingly and willfully falsified
5 material facts and made materially false, fictitious, and fraudulent statements and
6 misrepresentations, with intent to deceive by perpetrating the acts of Sears, Camp, et al
7 contributing to obstruction of justice via Case 2012-CP-42-3027 and said filing, and the
8 filing of subsequent files.
9

10
11 "Obstructing Justice is impeding or obstructing those who seek justice in a court,
12 or those who have duties or powers of administering justice therein. The act by which
13 one or more persons attempt to prevent or do prevent, the execution of lawful process...
14 applies also to the obstructing administration of justice in any way... through medium of
15 knowingly false assertion, in wrong position before the public, constitutes an
16 obstruction to administration of justice." "Obstructing Justice." Def. Blacks Law
17 Dictionary. 1990. Sixth ed., Print.
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20
21 The North Carolina Supreme Court held the essential elements of actionable fraud to be:
22 (1) a false representation or concealment of material fact; (2) reasonably calculated to
23 deceive; (3) made with the intent to deceive; (4) and which does in fact deceive; and (5)
24 to the hurt of the injured party, see(choice of law) Vail v. Vail, 233 N.C. 109, 63 S.E.2d
25 202 (1951). Constructive fraud is nevertheless fraud though it rest upon presumption
26

ROA/88

FILED
CLERK OF COURT
SPARTANBURG COUNTY
2013 JUN 20 PM 12:10
M. HOPE BLACKLEY

EX-A

arising from breach of fiduciary obligation rather than deception intentionally practiced.
See(choice of law) Miller v. First Nat'l Bank, 234 N.C. 309, 67 S.E.2d 362 (1951).

The Affiant, charge that heretofore and before the making and filing of this
Affidavit in the County of SPARTANBURG, and state of SOUTH CAROLINA, M. HOPE
Blackley, CLERK OF COURT of SPARTANBURG COUNTY, for the STATE OF SOUTH
CAROLINA, being a public servant, knowingly acted in collusion and complicit with
Attorney Kimberly N. Renaud, Esquire, SC State Bar Number 78730, OFFICER
OF COURT, wherein **Attorney Kimberly N. Renaud, Esquire** did then and there
unlawfully and willfully commit Obstruction of Justice to wit against the peace and
dignity of the State of SOUTH CAROLINA,

and, Further, Affiant sayeth naught.

Dated: June 18, 2013.

Terri-Lynn: Lehman
6040 A Six Forks Road Ste 290
Raleigh, North Carolina [27609]

By: *Terri-Lynn: Lehman*

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CLERK OF COURT
SPARTANBURG COUNTY
2013 JUN 20 PM12:12
M. HOPE BLACKLEY

ROA 189

EX-A

South Carolina)
) Jurat
Spartanburg County)

I, John A. Jordan a notary public in and for Spartanburg County, South Carolina on this 18th day of June 2013 came before me Terri-Lynn: family Leman, a living Woman to certify, attest and affirm under penalty of perjury the signature is true, complete and correct on the foregoing, the undersigned, who are personally known by me or upon proper oath and affirmation and identification, personally appeared before me, and attested to and signed the above document.


NOTARY PUBLIC

(SEAL)

My Commission Expires 3-16-2019

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CLERK OF COURT
SPARTANBURG COUNTY
2013 JUN 20 PM 12:12
M. HOPE BLACKLEY

ROA 190

1 Nicholas N. Sears, Jr., Esquire, and His law firm, and other Attorneys of record are
2 acting as third (3rd) party debt collectors, not agents for any banking institution, or
3 any other proper authority possessing authority to foreclose on the property of Geary-
4 Thomas: Dooly.

OBSTRUCTION OF JUSTICE

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8
9 The offense commenced on or about July 19, 2012, at or about 12:59 P.M., when M.
10 Hope Blackley, CLERK OF COURT of SPARTANBURG COUNTY, for the STATE OF
11 SOUTH CAROLINA, being a public servant, knowingly acted in collusion and
12 complicit with Attorney Nicholas N. Sears, Jr. Esquire, SC State Bar Number 78031,
13 OFFICER OF COURT, for the STATE OF, SOUTH CAROLINA, with the filing of the
14 COMPLAINT NON-JURY MORTGAGE FORECLOSURE, Case 2012-CP-42-3027,
15 acting under color of office, having superior knowledge of the law, both knowing,
16 should have known that Sears is Acting as a third party debt collector, not in a lawful
17 foreclosure position as a lawful agent, while knowing His and Her conduct is unlawful,
18 wherein Attorney Nicholas N. Sears, Jr. Esquire did commit the act of Obstruction of
19 Justice, by knowingly, willfully, and with intent, intentionally denied Geary-Thomas:
20 Dooly the exercise and enjoyment of his liberty interest when M. Hope Blackley, acting
21 in collusion and complicit with Attorney Nicholas N. Sears, Jr., Esquire, subjected
22 Geary-Thomas: Dooly to the sham legal process, simulation of legal process, and
23 extrinsic fraud upon the court perpetuated by Attorney Nicholas N. Sears, Jr., Esquire,
24 SC State Bar Number 78031, OFFICER OF COURT, filed a bogus complaint in
25 collusion and complicit with M. Hope Blackley, being a public servant, CLERK OF
26 COURT of SPARTANBURG COUNTY, for the STATE OF SOUTH CAROLINA,
27 knowingly and willfully falsified material facts and made materially false, fictitious,

Page 2 of 7

28 AFFIDAVIT of Terri-Lynn: Lehman THIRD PARTY WITNESS OF CRIMINAL ACTIVITY PERPETUATED

AGAINST, Geary Thomas: Dooly, BY OFFICERS OF THE COURT UNDER COLOR OF STATE LAW

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CLERK OF COURT
SPARTANBURG COUNTY
2013 JUN 20 PM 12:52
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1 and fraudulent statements and misrepresentations, with intent to deceive, on the face
2 of the COMPLAINT NON-JURY MORTGAGE FORECLOSURE, knowing the same to
3 contain materially false fictitious and fraudulent statements on the entry, with the
4 intent to knowingly and unlawfully dispossess Geary-Thomas: Dooly of his, property,
5 land and home, for a profit and gain, and with the intent to use the court as a weapon
6 to intimidate and harm Geary-Thomas: Dooly and deny him due process and remedy
7 in the courts.

8
9
10 Then on or about September 17, 2012 Attorney Lora Stuart Camp, Esquire, SC State Bar
11 Number 68633, OFFICER OF COURT and of the same law firm, Johnson & Johnson,
12 L.L.C. located at 1587 Northeast Expressway, Atlanta, Georgia 30329 continued to
13 perpetrate the acts of her law partner Nicholas N. Sears, Jr. as stated above by filing
14 PLAINTIFF'S REPLY TO ANSWER AND COUNTERCLAIM in collusion and complicit
15 with M. Hope Blackley, being a public servant, CLERK OF COURT of SPARTANBURG
16 COUNTY, for the STATE OF SOUTH CAROLINA, knowingly and willfully falsified
17 material facts and made materially false, fictitious, and fraudulent statements and
18 misrepresentations, with intent to deceive by perpetrating the acts of Sears, and
19 contributing to obstruction of justice via Case 2012-CP-42-3027 and filing of said
20 document.
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Then on or about September 21, 2012 Attorney Kimberly N. Renaud, Esquire, SC State
Bar Number 78730, OFFICER OF COURT and of a different law firm, NELSON

Page 3 of 7

AFFIDAVIT of Terri-Lynn: Lehman THIRD PARTY WITNESS OF CRIMINAL ACTIVITY PERPETUATED
AGAINST, Geary Thomas: Dooly, BY OFFICERS OF THE COURT UNDER COLOR OF STATE LAW

ROA 193

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CLERK OF COURT
SPARTANBURG COUNTY
2013 JUN 20 PM 12:12
M. HOPE BLACKLEY

1 MULLINS RILEY & SCARBOROUGH LLP, located at 104 Main Street -- 9th Floor,
2 Greenville, South Carolina 29601, continued to perpetrate the acts of the Atlanta firm by
3 accepting the case 2012-CP-42-3027 as Attorney of record, knowing it to be sham legal
4 process, simulation of legal process, and extrinsic fraud upon the court. Renaud then
5 filed the document PLAINTIFF'S REPLY TO COUNTERCLAIMS OF DEFENDANT
6 GEARY THOMAS DOOLY AND ELEANOR S. DOOLY, in collusion and complicit with
7 M. Hope Blackley, being a public servant, CLERK OF COURT of SPARTANBURG
8 COUNTY, for the STATE OF SOUTH CAROLINA, knowingly and willfully falsified
9 material facts and made materially false, fictitious, and fraudulent statements and
10 misrepresentations, with intent to deceive by perpetrating the acts of Sears, Camp, et al
11 contributing to obstruction of justice via Case 2012-CP-42-3027 and said filing, and the
12 filing of subsequent files in the same manner.
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17 Then on or about February 4, 2013 **Attorney Giles M. Schanen, Jr., Esquire**,
18 State Bar Number 70391, OFFICER OF COURT and of the law firm, NELSON
19 MULLINS RILEY & SCARBOROUGH LLP, continued to perpetrate the acts of the
20 Atlanta firm by accepting the case 2012-CP-42-3027 as Attorney of record in the
21 absence of Renaud who is no longer with the law firm, knowing it to be sham legal
22 process, simulation of legal process, and extrinsic fraud upon the court. Schanen wrote a
23 threatening letter on February 4, 2013 but, apparently did not file it into the record, in
24 defense of the Atlanta firm with no evidence on the record what so ever in that defense,
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Page 4 of 7

AFFIDAVIT of Terri-Lynn: Lehman THIRD PARTY WITNESS OF CRIMINAL ACTIVITY PERPETUATED
AGAINST, Geary Thomas: Dooly, BY OFFICERS OF THE COURT UNDER COLOR OF STATE LAW

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CLERK OF COURT
SPARTANBURG COUNTY
2013 JUN 20 PM 12:12
M. HOPE BLACKLEY

EX-A

wherein Schanen threatened Geary-Thomas: Dooly with the potential of "sanctions" wherein he may have to pay his Attorney fees if he continued to pursue proof that Deutsche Bank as Trustee had actually authorized in writing the foreclosure of the Note and was, in fact the Plaintiff. They continue to not provide that admissible evidence proof, and have given no admissible evidence that there is even a Trustee Agreement properly executed between Deutsche and the investors that bought the Note, or whom ever. There is no admissible evidence on the record that Deutsche bank is, in fact, the Plaintiff in Case 2012-CP-42-3027 or has authorized this action.

Then on or about February 25, 2013 **Attorney Giles M. Schanen, Jr., Esquire**, SC State Bar Number 70391, OFFICER OF COURT and of the law firm, NELSON MULLINS RILEY & SCARBOROUGH LLP, continued to perpetrate the acts of the Atlanta firm by Writing a second letter refusing to respond to your Affiant's Affidavit of Declarations and other filings, thereby giving his "lawful, legal and binding agreement with and admission to the fact that everything in this Affidavit is true, correct, legal lawful by tacit procuration and fully binding upon you in any court in America, without your protest or objection and fully binding upon you in any court in America, without your protest or objection or that of those who represent you." – as quoted from that same DEFENDANT'S AFFIDAVIT OF DECLARATIONS (Pg 11 of 14) as filed into instant Case 2012-CP-42-3027.

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SPARTANBURG COUNTY
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“Obstructing Justice is impeding or obstructing those who seek justice in a court, or those who have duties or powers of administering justice therein. The act by which one or more persons attempt to prevent or do prevent, the execution of lawful process... applies also to the obstructing administration of justice in any way... through medium of knowingly false assertion, in wrong position before the public, constitutes an obstruction to administration of justice.” “Obstructing Justice.” Def. Blacks Law Dictionary. 1990. Sixth ed., Print.

The North Carolina Supreme Court held the essential elements of actionable fraud to be: (1) a false representation or concealment of material fact; (2) reasonably calculated to deceive; (3) made with the intent to deceive; (4) and which does in fact deceive; and (5) to the hurt of the injured party, see(choice of law) Vail v. Vail, 233 N.C. 109, 63 S.E.2d 202 (1951). Constructive fraud is nevertheless fraud though it rest upon presumption arising from breach of fiduciary obligation rather than deception intentionally practiced. See(choice of law) Miller v. First Nat'l Bank, 234 N.C. 309, 67 S.E.2d 362 (1951).

The Affiant, charge that heretofore and before the making and filing of this Affidavit in the County of SPARTANBURG, and state of SOUTH CAROLINA, M. H. PE Blackley, CLERK OF COURT of SPARTANBURG COUNTY, for the STATE OF SOUTH CAROLINA, being a public servant, knowingly acted in collusion and complicit with **Attorney Giles M. Schanen, Jr., Esquire**, SC State Bar Number 70391, OFFICER OF COURT, wherein **Attorney Giles M. Schanen, Jr., Esquire** did then and there

1 unlawfully and willfully commit Obstruction of Justice to wit against the peace and
2 dignity of the State of SOUTH CAROLINA by scheduling a HEARING with M. HOPE
3 Blackley, CLERK OF COURT of SPARTANBURG COUNTY to further perpetuate the
4 acts of above Attorneys,
5 and, Further, Affiant sayeth naught.

6 Dated June 18, 2013.

7
8 Terri-Lynn: Lehman
9 6040 A Six Forks Road Ste 290
10 Raleigh, North Carolina [27609]

11 By: Terri-Lynn: Lehman

12 South Carolina)
13) Jurat
14 Spartanburg County)

15 I, John A. Jordan a notary public in and for Spartanburg County,

16 South Carolina on this 18th day of June 2013 came before me Terri-Lynn: family
17 Lehman, a living Woman to certify, attest and affirm under penalty of perjury the
18 signature is true, complete and correct on the foregoing, the undersigned, who are
19 personally known by me or upon proper oath and affirmation and identification,
20 personally appeared before me, and attested to and signed the above document.

21 John A. Jordan
22 NOTARY PUBLIC
23 My Commission Expires 3-16-2019

(SEAL)

FILED
CLERK OF COURT
SPARTANBURG COUNTY
JUNE BLACKLEY
JUN 20 PM 12:12

Terri-Lynn: Lehman,

PERPETRATED AGAINST

Geary-Thomas; family of Dooly,

BY STATE OFFICIALS OPERATING UNDER COLOR OF STATE LAW

State of South Carolina)
Spartanburg County) Jurat

The Name Of, and by The People of South Carolina,

I, Terri-Lynn, family of Lehman, am a living woman, of age of majority, competent to testify, hereafter, known as "Affiant" and/or "your Affiant", and states that I have firsthand admissible evidence, personal knowledge of the following facts stated herein, and if called to testify, will testify to the same, and states;

Upon close examination of the record by Affiant, concerning Court filings, The Matter of the filing of COMPLAINT NON-JURY MORTGAGE FORECLOSURE on or about July 19, 2012, and other subsequent filings of record by Attorney Nicholas N. Sears, Jr., Esquire, SC Bar Number 78031, and others, Affiant believes the facts as stated herein to be true, and that admissible evidence exists that confirms these facts. That Nicholas N. Sears, Jr., Esquire, and His law firm, and other Attorneys of record are

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SANTANEI & CO. PC
2013 JUN 20 PM 12:12
N. H. P. L. A. S. L. E. X.
The Matter of about
E. on of about
N. H. P. L. A. S. L. E. X.
Seals
as stated
That

EX-A

acting as third (3rd) party debt collectors, not agents for any banking institution, or any other proper authority possessing authority to foreclose on the property of Geary-Thomas: Dooly.

OBSTRUCTION OF JUSTICE

The offense commenced on or about July 19, 2012, at or about 12:59 P.M., when M. Hope Blackley, CLERK OF COURT of SPARTANBURG COUNTY, for the STATE OF SOUTH CAROLINA, being a public servant, knowingly acted in collusion and complicit with Attorney Nicholas N. Sears, Jr. Esquire, SC State Bar Number 78031, OFFICER OF COURT, for the STATE OF, SOUTH CAROLINA, with the filing of the COMPLAINT NON-JURY MORTGAGE FORECLOSURE, Case 2012-CP-42-3027, acting under color of office, having superior knowledge of the law, both knowing, or should have known that Sears is Acting as a third party debt collector, not in a lawful foreclosure position as a lawful agent, while knowing His and Her' conduct is unlawful, did commit the act of Obstruction of Justice, by knowingly, willfully, and with intent, intentionally, denied Geary-Thomas: Dooly the exercise and enjoyment of his liberty interest when M. Hope Blackley, acting in collusion and complicit with Attorney Nicholas N. Sears, Jr., Esquire, subjected Geary-Thomas: Dooly to the sham legal process, simulation of legal process, and extrinsic fraud upon the court perpetuated by Attorney Nicholas N. Sears, Jr., Esquire, SC State Bar Number 78031, OFFICER OF COURT, filed a bogus complaint in collusion and complicit with M. Hope Blackley, being a public servant, CLERK OF

ROA/99

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CLERK OF COURT
SPARTANBURG COUNTY
2013 JUL 20 PM 12:12
M. HOPE BLACKLEY

COURT of SPARTANBURG COUNTY, for the STATE OF SOUTH CAROLINA, knowingly and willfully falsified material facts and made materially false, fictitious, and fraudulent statements and misrepresentations, with intent to deceive, on the face of the COMPLAINT NON-JURY MORTGAGE FORECLOSURE, knowing the same to contain materially false fictitious and fraudulent statements on the entry, with the intent to knowingly and unlawfully dispossess Geary-Thomas: Dooly of his, property, land and home, for a profit and gain, and with the intent to use the court as a weapon to intimidate and harm Geary-Thomas: Dooly and deny him due process and remedy in the courts.

Then on or about September 17, 2012 Attorney Lora Stuart Camp, Esquire, SC State Bar Number 68633, OFFICER OF COURT and of the same law firm, Johnson & Johnson, L.L.C. located at 1587 Northeast Expressway, Atlanta, Georgia 30329 continued to perpetrate the acts of her law partner Nicholas N. Sears, Jr. as stated above by filing PLAINTIFF'S REPLY TO ANSWER AND COUNTERCLAIM in collusion and complicit with M. Hope Blackley, being a public servant, CLERK OF COURT of SPARTANBURG COUNTY, for the STATE OF SOUTH CAROLINA, knowingly and willfully falsified material facts and made materially false, fictitious, and fraudulent statements and misrepresentations, with intent to deceive by perpetrating the acts of Sears, and contributing to obstruction of justice via Case 2012-CP-42-3027 and filing of said document.

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SPARTANBURG COUNTY
2012 JUN 20 PM 12:12
M. HOPE BLACKLEY

EX-A

1 Then on or about September 21, 2012 Attorney Kimberly N. Renaud, Esquire, SC State
2 Bar Number 78730, OFFICER OF COURT and of a different law firm, NELSON
3 MULLINS RILEY & SCARBOROUGH LLP, located at 104 Main Street – 9th Floor,
4 Greenville, South Carolina 29601, continued to perpetrate the acts of the Atlanta firm by
5 accepting the case 2012-CP-42-3027 as Attorney of record, knowing it to be sham legal
6 process, simulation of legal process, and extrinsic fraud upon the court. Renaud then
7 filed the document PLAINTIFF'S REPLY TO COUNTERCLAIMS OF DEFENDANT
8 GEARY THOMAS DOOLY AND ELEANOR S. DOOLY, in collusion and complicit with
9 M. Hope Blackley, being a public servant, CLERK OF COURT of SPARTANBURG
10 COUNTY, for the STATE OF SOUTH CAROLINA, knowingly and willfully falsified
11 material facts and made materially false, fictitious, and fraudulent statements and
12 misrepresentations, with intent to deceive by perpetrating the acts of Sears, Camp, et al
13 contributing to obstruction of justice via Case 2012-CP-42-3027 and said filing, and the
14 filing of subsequent files in the same manner.
15
16
17
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19 Then on or about February 4, 2013 Attorney Giles M. Schanen, Jr., Esquire, SC State Bar
20 Number 70391, OFFICER OF COURT and of the law firm, NELSON MULLINS RILEY & SCARBOROUGH LLP, continued to perpetrate the acts of the Atlanta firm by accepting
21 the case 2012-CP-42-3027 as Attorney of record in the absence of Renaud who is
22 longer with the law firm, knowing it to be sham legal process, simulation of legal
23 process, and extrinsic fraud upon the court. Schanen wrote a threatening letter on
24 February 4, 2013 but, apparently did not file it into the record, in defense of the Atlanta
25
26
27
28

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SPARTANBURG COUNTY
2013 JUN 20 PM 12:12
M. HOPE BLACKLEY

EX-A

1 firm with no evidence on the record what so ever in that defense, wherein Schanen
2 threatened Geary-Thomas: Dooly with the potential of "sanctions" wherein he may have
3 to pay his Attorney fees if he continued to pursue proof that Deutsche Bank as Trustee
4 had actually authorized in writing the foreclosure of the Note and was, in fact the
5 Plaintiff. They continue to not provide that admissible evidence proof, and have given
6 no admissible evidence that there is even a Trustee Agreement properly executed
7 between Deutsche and the investors that bought the Note, or whom ever. There is no
8 admissible evidence on the record that Deutsche bank is, in fact, the Plaintiff in Case
9 2012-CP-42-3027 or has authorized this action.
10
11

12 Then on or about February 25, 2013 Attorney Giles M. Schanen, Jr., Esquire, SC State
13 Bar Number 70391, OFFICER OF COURT and of the law firm, NELSON MULLINS
14 RILEY & SCARBOROUGH LLP, continued to perpetrate the acts of the Atlanta firm by
15 Writing a second letter refusing to respond to your Affiant's Affidavit of Declarations
16 and other filings, thereby giving his "lawful, legal and binding agreement with and
17 admission to the fact that everything in this Affidavit is true, correct, legal lawful by tacit
18 procurement and fully binding upon you in any court in America, without your protest or
19 objection and fully binding upon you in any court in America, without your protest
20 objection or that of those who represent you." – as quoted from that same
21 DEFENDANT'S AFFIDAVIT OF DECLARATIONS (Pg 11 of 14) as filed into instant Case
22 2012-CP-42-3027.
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ROA 202

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CLERK OF COURT
SPARTANBURG COUNTY
2013 JUN 20 PM 12:12
M. J. RILEY

EX-A

Then on or about May 7, 2013 **Attorney Benjamin N. Garner , Esquire**, SC State Bar Number 78886, OFFICER OF COURT and of the law firm, NELSON MULLINS RILEY & SCARBOROUGH LLP, continued to perpetrate the acts of the Atlanta firm filing a NOTICE OF HEARING with M. Hope Blackley, being a public servant, CLERK OF COURT of SPARTANBURG COUNTY, for the STATE OF SOUTH CAROLINA. Attorney Garner being trained in law knew or should have known the aspects of the case he was perpetuating as detailed above by others in his law firm and the other law firm, however **Attorney Benjamin N. Garner , Esquire** knowingly and willfully is perpetuating the acts of others before him in this Case 2012-CP-42-3027.

“Obstructing Justice is impeding or obstructing those who seek justice in a court, or those who have duties or powers of administering justice therein. The act by which one or more persons attempt to prevent or do prevent, the execution of lawful process... applies also to the obstructing administration of justice in any way... through medium of knowingly false assertion, in wrong position before the public, constitutes an obstruction to administration of justice.” “Obstructing Justice.” Def. Blacks Law Dictionary. 1990. Sixth ed., Print.

The North Carolina Supreme Court held the essential elements of actionable fraud to be (1) a false representation or concealment of material fact; (2) reasonably calculated to deceive; (3) made with the intent to deceive; (4) and which does in fact deceive; and (5) to the hurt of the injured party, see(choice of law) Vail v. Vail, 233 N.C. 109, 63 S.E.2d

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SPARTANBURG COUNTY
2013 JUN 20 PM 12:12
M. HOPE BLACKLEY

EX.A

202 (1951). Constructive fraud is nevertheless fraud though it rest upon presumption arising from breach of fiduciary obligation rather than deception intentionally practiced. See(choice of law) Miller v. First Nat'l Bank, 234 N.C. 309, 67 S.E.2d 362 (1951).

The Affiant, charge that heretofore and before the making and filing of this Affidavit in the County of SPARTANBURG, and state of SOUTH CAROLINA, M. HOPE Blackley, CLERK OF COURT of SPARTANBURG COUNTY, for the STATE OF SOUTH CAROLINA, being a public servant, knowingly acted in collusion and complicit with Attorney Benjamin N. Garner, Jr., Esquire, SC State Bar Number 78886, OFFICER OF COURT, wherein Attorney Benjamin N. Garner, Jr., Esquire did then and there unlawfully and willfully **commit Obstruction of Justice** to wit against the peace and dignity of the State of SOUTH CAROLINA by scheduling a HEARING with M. HOPE Blackley, CLERK OF COURT of SPARTANBURG COUNTY to further perpetuate the acts of above Attorneys,

and, Further, Affiant sayeth naught.

Dated June 18, 2013.

Terri-Lynn: Lehman
6040 A Six Forks Road Ste 290
Raleigh, North Carolina [27609]

by: *Terri Lynn: Lehman*

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SPARTANBURG COUNTY
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M. HOPE BLACKLEY

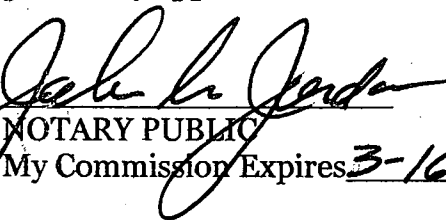
ROA 204.

EX-A

South Carolina)
Spartanburg County) Jurat

I, John A. Jordan a notary public in and for Spartanburg County,

South Carolina on this 18th day of June 2013 came before me Terri-Lynn: family
Lehman, a living Woman to certify, attest and affirm under penalty of perjury the
signature is true, complete and correct on the foregoing, the undersigned, who are
personally known by me or upon proper oath and affirmation and identification,
personally appeared before me, and attested to and signed the above document.


NOTARY PUBLIC
My Commission Expires 3-16-2019

(SEAL)

FILED
CLERK OF COURT
SPARTANBURG COUNTY
2013 JUN 20 PM 12:12
M. HOPE BLACKLEY

ROA 205

Maria-Anne: Brady,

PERPETRATED AGAINST

Geary-Thomas; family of Dooly,

BY STATE OFFICIALS OPERATING UNDER COLOR OF STATE LAW

State of South Carolina)
) Jurat
Spartanburg County)

The Name Of, and by The People of South Carolina,

I, Maria-Anne, family of Brady, am a living woman, of age of majority, competent to testify, hereafter, known as "Affiant" and/or "your Affiant", and states that I have firsthand admissible evidence, personal knowledge of the following facts stated herein, and if called to testify, will testify to the same, and states;

Upon close examination of the record by Affiant, concerning Court filings, The Matter of the filing of COMPLAINT NON-JURY MORTGAGE FORECLOSURE on or about July 19, 2012, and other subsequent filings of record by Attorney Nicholas N. Sears, Jr., Esquire, SC Bar Number 78031, and others, Affiant believes the facts as stated herein to be true, and that admissible evidence exists that confirms these facts. That Nicholas N. Sears, Jr., Esquire, and His law firm, and other Attorneys of record are acting as third (3rd) party debt collectors, not agents for any banking institution, or

Page 1 of 4

AFFIDAVIT of Maria-Anne: Brady, THIRD PARTY WITNESS OF CRIMINAL ACTIVITY PERPETUATED AGAINST,

Geary Thomas: Dooly, BY OFFICERS OF THE COURT UNDER COLOR OF STATE LAW

THE LAW
ROA 206

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CLERK OF COURT
SPARLANBURG COUNTY
2011 JUN 30 PM 12:12
M. H. P. L. B. A. C. I. L. Y.

EX-A

any other proper authority possessing authority to foreclose on the property of Geary-Thomas: Dooly.

ABUSE OF OFFICIAL CAPACITY

The record reflects that the offense commenced on or about July 19, 2012, at or about 12:59 P.M., when **M. Hope Blackley, CLERK OF COURT** of SPARTANBURG COUNTY, for the STATE OF SOUTH CAROLINA, being a public servant, knowingly acted in collusion and complicit with Attorney Nicholas N. Sears, Jr. Esquire, SC State Bar Number 78031, OFFICER OF COURT, for the STATE OF, SOUTH CAROLINA, with the filing of the COMPLAINT NON-JURY MORTGAGE FORECLOSURE, acting under color of office, having superior knowledge of the law, knew or should have known that Sears is Acting as a third party debt collector, not in a lawful foreclosure position as a lawful agent, while knowing His and Her conduct is unlawful, did commit the act of Abuse of Official Capacity, by knowingly, willfully, and with intent, intentionally denied Geary-Thomas: Dooly the exercise and enjoyment of his liberty interest when **M. Hope Blackley**, acting in collusion and complicit with Attorney Nicholas N. Sears, Jr., Esquire, subjected Geary-Thomas: Dooly to the sham legal process, simulation of legal process, and extrinsic fraud upon the court perpetrated by Attorney Nicholas N. Sears, Jr., Esquire, SC State Bar Number 78031, OFFICER OF COURT, filed a bogus complaint in collusion and complicit with **M. Hope Blackley, being a public servant, CLERK OF COURT** of SPARTANBURG COUNTY, for the STATE OF SOUTH CAROLINA, knowingly and willfully falsified material facts and made materially false, fictitious, and fraudulent statements and misrepresentations, with intent to deceive, on the face of the

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SPARTANBURG COUNTY
M. HOPE BLACKLEY
R 207.

EX-A

COMPLAINT NON-JURY MORTGAGE FORECLOSURE, knowing the same to contain materially false fictitious and fraudulent statements on the entry, with the intent to knowingly and unlawfully dispossess Geary-Thomas: Dooly of his, property, land and home, for a profit and gain, and with the intent to use the court as a weapon to intimidate and harm Geary-Thomas: Dooly and deny him of due process and remedy in the courts.

"Obstructing Justice is impeding or obstructing those who seek justice in a court, or those who have duties or powers of administering justice therein. The act by which one or more persons attempt to prevent or do prevent, the execution of lawful process... applies also to the obstructing administration of justice in any way... through medium of knowingly false assertion, in wrong position before the public, constitutes an obstruction to administration of justice." "Obstructing Justice." Def. Blacks Law Dictionary. 1990. Sixth ed., Print.

The North Carolina Supreme Court held the essential elements of actionable fraud to be: (1) a false representation or concealment of material fact; (2) reasonably calculated to deceive; (3) made with the intent to deceive; (4) and which does in fact deceive, and to the hurt of the injured party, see(choice of law) Vail v. Vail, 233 N.C. 109, 63 S.E. 2d 202 (1951). Constructive fraud is nevertheless fraud though it rest upon presumption arising from breach of fiduciary obligation rather than deception intentionally practiced. See(choice of law) Miller v. First Nat'l Bank, 234 N.C. 309, 67 S.E.2d 362 (1951).

208

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CLERK OF COURT
SPARTANBURG COUNTY
2013 JUN 20 PM 12:12
M. DEE CLARK

The Affiant, charge that heretofore and before the making and filing of this Affidavit in the County of SPARTANBURG, and state of SOUTH CAROLINA, **M. HOPE Blackley, CLERK OF COURT of SPARTANBURG COUNTY**, for the STATE OF SOUTH CAROLINA, being a public servant, knowingly acted in collusion and complicit with Attorney Nicholas N. Sears, Jr., Esquire, SC State Bar Number 78031, OFFICER OF COURT, did then and there unlawfully and willfully commit Abuse of Official Capacity to wit against the peace and dignity of the State of SOUTH CAROLINA, and, Further, Affiant sayeth naught.

Dated June 18, 2013.

Maria-Anne: Brady
c/o Upstate Printing & Publishing, LLC
3470 Boiling Springs Road, Box 161
Boiling Springs, South Carolina [29316]

by: *Maria-Anne: Brady*

South Carolina)
) Jurat
Spartanburg County)

I, John A. Jordan a notary public in and for Spartanburg County, South Carolina on this 18 day of June 2013 came before me Maria-Anne: Brady, a living Woman to certify, attest and affirm under penalty of perjury the signature is true, complete and correct on the foregoing, the undersigned, who are personally known by me or upon proper oath and affirmation and identification, personally appeared before me, and attested to and signed the above document.


NOTARY PUBLIC

My Commission Expires 3-16-2019

(SEAL)

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CLERK OF COURT
SPARTANBURG COUNTY
JUN 20 PM 12:12
PERSONALLY
PERSONALLY
TYPE BLACKLEY

LAW
ROA 210

FILED
CLERK OF COURT

any other proper authority possessing authority to foreclose on the property of Geary-Thomas: Dooly.

OBSTRUCTION OF JUSTICE

The offense commenced on or about July 19, 2012, at or about 12:59 P.M., when M. Hope Blackley, CLERK OF COURT of SPARTANBURG COUNTY, for the STATE OF SOUTH CAROLINA, being a public servant, knowingly acted in collusion and complicit with **Attorney Nicholas N. Sears, Jr. Esquire**, SC State Bar Number 78031, OFFICER OF COURT, for the STATE OF, SOUTH CAROLINA, with the filing of the COMPLAINT NON-JURY MORTGAGE FORECLOSURE, acting under color of office, having superior knowledge of the law, knew or should have known that Sears is Acting as a third party debt collector, not in a lawful foreclosure position as a lawful agent, while knowing His and Her conduct is unlawful, did commit the act of Obstruction of Justice, by knowingly, willfully, and with intent, intentionally denied Geary-Thomas: Dooly the exercise and enjoyment of his liberty interest when M. Hope Blackley, acting in collusion and complicit with **Attorney Nicholas N. Sears, Jr., Esquire**, subjected Geary-Thomas: Dooly to the sham legal process, simulation of legal process, and extrinsic fraud upon the court perpetrated by **Attorney Nicholas N. Sears, Jr., Esquire**, SC State Bar Number 78031, OFFICER OF COURT, filed a bogus complaint in collusion and complicit with M. Hope Blackley, being a public servant, CLERK OF COURT of SPARTANBURG COUNTY, for the STATE OF SOUTH CAROLINA knowingly and willfully falsified material facts and made materially false, fictitious, and fraudulent statements and misrepresentations, with intent to deceive, on the face of the

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SPARTANBURG COUNTY
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M. HOPE BLACKLEY

COMPLAINT NON-JURY MORTGAGE FORECLOSURE, knowing the same to contain materially false fictitious and fraudulent statements on the entry, with the intent to knowingly and unlawfully dispossess Geary-Thomas: Dooly of his, property, land and home, for a profit and gain, and with the intent to use the court as a weapon to intimidate and harm Geary-Thomas: Dooly and deny Geary-Thomas: Dooly of due process and remedy in the courts.

"Obstructing Justice is impeding or obstructing those who seek justice in a court, or those who have duties or powers of administering justice therein. The act by which one or more persons attempt to prevent or do prevent, the execution of lawful process... applies also to the obstructing administration of justice in any way... through medium of knowingly false assertion, in wrong position before the public, constitutes an obstruction to administration of justice." "Obstructing Justice." Def. Blacks Law Dictionary, 1990. Sixth ed., Print.

The North Carolina Supreme Court held the essential elements of actionable fraud to be: (1) a false representation or concealment of material fact; (2) reasonably calculated to deceive; (3) made with the intent to deceive; (4) and which does in fact deceive; and (5) to the hurt of the injured party, see(choice of law) Vail v. Vail, 233 N.C. 109, 68 S.E.2d 202 (1951). Constructive fraud is nevertheless fraud though it rest upon presumption arising from breach of fiduciary obligation rather than deception intentionally practiced. See(choice of law) Miller v. First Nat'l Bank, 234 N.C. 309, 67 S.E.2d 362 (1951).

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CLERK OF COURT
SPARTANBURG COUNTY
2013 JUN 20 PM 12:12
H. H. P. CLERK

EX-A

The Affiant, charge that heretofore and before the making and filing of this Affidavit in the County of SPARTANBURG, and state of SOUTH CAROLINA, M. HOPE Blackley, CLERK OF COURT of SPARTANBURG COUNTY, for the STATE OF SOUTH CAROLINA, being a public servant, knowingly acted in collusion and complicit with Attorney Nicholas N. Sears, Jr., Esquire, SC State Bar Number 78031, OFFICER OF COURT, wherein Attorney Nicholas N. Sears, Jr., Esquire did then and there unlawfully and willfully commit Obstruction of Justice to wit against the peace and dignity of the State of SOUTH CAROLINA, and, Further, Affiant sayeth naught.

Dated June 18, 2013.

Maria-Anne: Brady
c/o 3740 Boiling Springs Road, Box 161
Boiling Springs, South Carolina [29316]

by: Maria-Anne: Brady

South Carolina)
Spartanburg County) Jurat

I, JOHN A JORDAN a notary public in and for Spartanburg County, South Carolina on this 18 day of June 2013 came before me Maria-Anne: family Brady, a living Woman to certify, attest and affirm under penalty of perjury the signature is true, complete and correct on the foregoing, the undersigned, who are personally known by me or upon proper oath and affirmation and identification personally appeared before me, and attested to and signed the above document.

John A Jordan
NOTARY PUBLIC

My Commission Expires 3-16-2019

(SEAL)

BLACKLEY

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SPARTANBURG COUNTY

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ROA 214

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CLERK OF COURT
SPARTANBURG COUNTY
2013 JUN 20 PM 12:12
NICHOLAS N. WILLEY
as third

EX - A

(3rd) party debt collectors, not agents for any banking institution, or any other proper authority possessing authority to foreclose on the property of Geary-Thomas: Dooly.

OBSTRUCTION OF JUSTICE

The offense commenced on or about July 19, 2012, at or about 12:59 P.M., when M. Hope Blackley, CLERK OF COURT of SPARTANBURG COUNTY, for the STATE OF SOUTH CAROLINA, being a public servant, knowingly acted in collusion and complicit with Attorney Nicholas N. Sears, Jr. Esquire, SC State Bar Number 78031, OFFICER OF COURT, for the STATE OF, SOUTH CAROLINA, with the filing of the COMPLAINT NON-JURY MORTGAGE FORECLOSURE, Case 2012-CP-42-3027, acting under color of office, having superior knowledge of the law, both knowing, or should have known that Sears is Acting as a third party debt collector, not in a lawful foreclosure position as a lawful agent, while knowing His and Her conduct is unlawful, did commit the act of Obstruction of Justice, by knowingly, willfully, and with intent, intentionally denied Geary-Thomas: Dooly the exercise and enjoyment of His liberty interest when M. Hope Blackley, acting in collusion and complicit with Attorney Nicholas N. Sears, Jr., Esquire, subjected Geary-Thomas: Dooly to the sham legal process, simulation of legal process and extrinsic fraud upon the court perpetrated by Attorney Nicholas N. Sears, Jr., Esquire, SC State Bar Number 78031, OFFICER OF COURT, filed a bogus complaint in collusion and complicit with M. Hope Blackley, being a public servant, CLERK OF COURT of SPARTANBURG COUNTY, for the STATE OF SOUTH CAROLINA, knowingly and willfully falsified material facts and made materially false, fictitious, and

ROA 215

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CLERK OF COURT
SPARTANBURG COUNTY
2012 JUL 20 PM 12:12
M. HOPE BLACKLEY

EX-A

fraudulent statements and misrepresentations, with intent to deceive, on the face of the COMPLAINT NON-JURY MORTGAGE FORECLOSURE, knowing the same to contain materially false fictitious and fraudulent statements on the entry, with the intent to knowingly and unlawfully dispossess Geary-Thomas: Dooly of his, property, land and home, for a profit and gain, and with the intent to use the court as a weapon to intimidate and harm Geary-Thomas: Dooly and deny him of due process and remedy in the courts.

Then on or about September 17, 2012 Attorney Lora Stuart Camp, Esquire, SC State Bar Number 68633, OFFICER OF COURT and of the same law firm, Johnson & Johnson, L.L.C. located at 1587 Northeast Expressway, Atlanta, Georgia 30329 continued to perpetrate the acts of her law partner Nicholas N. Sears, Jr. as stated above by filing PLAINTIFF'S REPLY TO ANSWER AND COUNTERCLAIM in collusion and complicit with M. Hope Blackley, being a public servant, CLERK OF COURT of SPARTANBURG COUNTY, for the STATE OF SOUTH CAROLINA, knowingly and willfully falsified material facts and made materially false, fictitious, and fraudulent statements and misrepresentations, with intent to deceive by perpetrating the acts of Sears, and contributing to obstruction of justice via being complicit with Case 2013-CP-42-3027 and filing said document.

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SPARTANBURG COUNTY
2013 JUN 20 PM 12:12
M. HOPE BLACKLEY

The North Carolina Supreme Court held the essential elements of actionable fraud to be:
(1) a false representation or concealment of material fact; (2) reasonably calculated to

ROA 216

1 deceive; (3) made with the intent to deceive; (4) and which does in fact deceive; and (5)
 2 to the hurt of the injured party, see(choice of law) Vail v. Vail, 233 N.C. 109, 63 S.E.2d
 3 202 (1951). Constructive fraud is nevertheless fraud though it rest upon presumption
 4 arising from breach of fiduciary obligation rather than deception intentionally practiced.
 5 See(choice of law) Miller v. First Nat'l Bank, 234 N.C. 309, 67 S.E.2d 362 (1951).
 6

7
 8 "Obstructing Justice is impeding or obstructing those who seek justice in a court,
 9 or those who have duties or powers of administering justice therein. The act by which
 10 one or more persons attempt to prevent or do prevent, the execution of lawful process...
 11 applies also to the obstructing administration of justice in any way... through medium of
 12 knowingly false assertion, in wrong position before the public, constitutes an
 13 obstruction to administration of justice." "Obstructing Justice." Def. Blacks Law
 14 Dictionary. 1990. Sixth ed., Print.
 15

16
 17
 18
 19 The Affiant, charge that heretofore and before the making and filing of this
 20 Affidavit in the County of SPARTANBURG, and state of SOUTH CAROLINA M. HOPE
 21 Blackley, CLERK OF COURT of SPARTANBURG COUNTY, for the STATE OF SOUTH
 22 CAROLINA, being a public servant, knowingly acted in collusion and complicit with
 23 **Attorney Lora Stuart Camp, Esquire**, SC State Bar Number 68633, OFFICER OF
 24 COURT, wherein **Attorney Lora Stuart Camp, Esquire** did then and there
 25 unlawfully and willfully commit Obstruction of Justice to wit against the peace and
 26

27 Page 4 of 5

28 AFFIDAVIT of Maria-Anne: Brady, THIRD PARTY WITNESS OF CRIMINAL ACTIVITY PERPETUATED AGAINST,

Geary Thomas: Dooly, BY OFFICERS OF THE COURT UNDER COLOR OF STATE LAW

ROA 217

FILED
 CLERK OF COURT
 SPARTANBURG COUNTY
 2013 JUN 20 PM 12:13
 M. HOPE BLACKLEY

Dated June 18, 2013.

By: Maria-Anne Brady

My Commission Expires 3-16-2025

(SEAL)

FILED
CLERK OF COURT
SPARTANBURG COUNTY
2013 JUN 20 PM 12:13
D. HOFF
BLACKLEY

Maria-Anne: Brady,

PERPETRATED AGAINST

BY STATE OFFICIALS OPERATING UNDER COLOR OF STATE LAW

State of South Carolina)
) Jurat
Spartanburg County)

I, Maria-Anne, family of Brady, am a living woman, of age of majority, competent to testify, hereafter, known as "Affiant" and/or "your Affiant", and states that I have firsthand admissible evidence, personal knowledge of the following facts stated herein, and if called to testify, will testify to the same, and states;

Upon close examination of the record by Affiant, concerning Court filings, The Matter of the filing of COMPLAINT NON-JURY MORTGAGE FORECLOSURE on or about July 19, 2012, and other subsequent filings of record by Attorney Nicholas N. Sears, Jr., Esquire, SC Bar Number 78031, and others, Affiant believes the facts as stated herein to be true, and that admissible evidence exists that confirms these facts. That Nicholas N. Sears, Jr., Esquire, and His law firm, and other Attorneys of record are acting as third (3rd) party debt collectors, not agents for any banking institution, or

Page 1 of 6

AFFIDAVIT of Maria-Anne: Brady, THIRD PARTY WITNESS OF CRIMINAL ACTIVITY PERPETUATED AGAINST,

Geary Thomas: Dooly, BY OFFICERS OF THE COURT UNDER COLOR OF STATE LAW

ROA 219

FILED
CLERK OF COURT
SPRINGFIELD COUNTY
2013 JUN 20 PM 12:13
The matter
on or about
as N. Sears
to as stated

EX-A

any other proper authority possessing authority to foreclose on the property of Geary-Thomas: Dooly.

OBSTRUCTION OF JUSTICE

The offense commenced on or about July 19, 2012, at or about 12:59 P.M., when M. Hope Blackley, CLERK OF COURT of SPARTANBURG COUNTY, for the STATE OF SOUTH CAROLINA, being a public servant, knowingly acted in collusion and complicit with Attorney Nicholas N. Sears, Jr. Esquire, SC State Bar Number 78031, OFFICER OF COURT, for the STATE OF, SOUTH CAROLINA, with the filing of the COMPLAINT NON-JURY MORTGAGE FORECLOSURE, Case 2012-CP-42-3027, acting under color of office, having superior knowledge of the law, both knowing, or should have known that Sears is Acting as a third party debt collector, not in a lawful foreclosure position as a lawful agent, while knowing His and Her conduct is unlawful, did commit the act of Obstruction of Justice, by knowingly, willfully, and with intent, intentionally denied Geary-Thomas: Dooly the exercise and enjoyment of His liberty interest when M. Hope Blackley, acting in collusion and complicit with Attorney Nicholas N. Sears, Jr., Esquire, subjected Geary-Thomas: Dooly to the sham legal process, simulation of legal process, and extrinsic fraud upon the court perpetuated by Attorney Nicholas N. Sears, Jr., Esquire, SC State Bar Number 78031, OFFICER OF COURT, filed a bogus complaint in collusion and complicit with M. Hope Blackley, being a public servant, CLERK OF COURT of SPARTANBURG COUNTY, for the STATE OF SOUTH CAROLINA, knowingly and willfully falsified material facts and made materially false, fictitious, and fraudulent statements and misrepresentations, with intent to deceive, on the face of the COMPLAINT NON-JURY MORTGAGE FORECLOSURE, knowing the same to contain materially false fictitious and

ROA 220

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CLERK OF COURT
SPARTANBURG COUNTY
2012 JUL 20 PM 12:13
M. HOPE BLACKLEY

EX-A

fraudulent statements on the entry, with the intent to knowingly and unlawfully dispossess Geary-Thomas: Dooly of his, property, land and home, for a profit and gain, and with the intent to use the court as a weapon to intimidate and harm Geary-Thomas: Dooly and deny him due process and remedy in the courts.

Then on or about September 17, 2012 Attorney Lora Stuart Camp, Esquire, SC State Bar Number 68633, OFFICER OF COURT and of the same law firm, Johnson & Johnson, L.L.C. located at 1587 Northeast Expressway, Atlanta, Georgia 30329 continued to perpetrate the acts of her law partner Nicholas N. Sears as stated above by filing PLAINTIFF'S REPLY TO ANSWER AND COUNTERCLAIM in collusion and complicit with M. Hope Blackley, being a public servant, CLERK OF COURT of SPARTANBURG COUNTY, for the STATE OF SOUTH CAROLINA, knowingly and willfully falsified material facts and made materially false, fictitious, and fraudulent statements and misrepresentations, with intent to deceive by perpetrating the acts of Sears, and contributing to obstruction of justice via Case 2012-CP-42-3027 and filing of said document.

Then on or about September 21, 2012 Attorney Kimberly N. Renaud, Esquire SC State Bar Number 78730, OFFICER OF COURT and of a different law firm, NELSON MULLINS RILEY & SCARBOROUGH LLP, located at 104 Main Street - 9th Floor, Greenville, South Carolina 29601, continued to perpetrate the acts of the Atlanta firm by accepting the case 2012-CP-42-3027 as Attorney of record, knowing it to be sham legal process, simulation of legal process, and extrinsic fraud upon the court. Renaud then

ROA 221

FILED
CLERK OF COURT
SPARTANBURG COUNTY
2013 JUN 20 PM 12:13
M. HOPE BLACKLEY

EX-A

1 filed the document PLAINTIFF'S REPLY TO COUNTERCLAIMS OF DEFENDANT
2 GEARY THOMAS DOOLY AND ELEANOR S. DOOLY, in collusion and complicit with
3 M. Hope Blackley, being a public servant, CLERK OF COURT of SPARTANBURG
4 COUNTY, for the STATE OF SOUTH CAROLINA, knowingly and willfully falsified
5 material facts and made materially false, fictitious, and fraudulent statements and
6 misrepresentations, with intent to deceive by perpetrating the acts of Sears, Camp, et al
7 contributing to obstruction of justice via Case 2012-CP-42-3027 and said filing, and the
8 filing of subsequent files.
9

10
11 "Obstructing Justice is impeding or obstructing those who seek justice in a court,
12 or those who have duties or powers of administering justice therein. The act by which
13 one or more persons attempt to prevent or do prevent, the execution of lawful process...
14 applies also to the obstructing administration of justice in any way... through medium of
15 knowingly false assertion, in wrong position before the public, constitutes an
16 obstruction to administration of justice." "Obstructing Justice." Def. Blacks Law
17 Dictionary. 1990. Sixth ed., Print.
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21 The North Carolina Supreme Court held the essential elements of actionable fraud to be
22 (1) a false representation or concealment of material fact; (2) reasonably calculated to
23 deceive; (3) made with the intent to deceive; (4) and which does in fact deceive; and (5)
24 to the hurt of the injured party, see(choice of law) Vail v. Vail, 233 N.C. 109, 6 S.E.2d
25 202 (1951). Constructive fraud is nevertheless fraud though it rest upon presumption
26

ROA 222

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CLERK OF COURT
SPARTANBURG COUNTY
2012 JUN 20 PM 12:13
M. HOPE BLACKLEY

arising from breach of fiduciary obligation rather than deception intentionally practiced.
See(choice of law) Miller v. First Nat'l Bank, 234 N.C. 309, 67 S.E.2d 362 (1951).

The Affiant, charge that heretofore and before the making and filing of this
Affidavit in the County of SPARTANBURG, and state of SOUTH CAROLINA, M. HOPE
Blackley, CLERK OF COURT of SPARTANBURG COUNTY, for the STATE OF SOUTH
CAROLINA, being a public servant, knowingly acted in collusion and complicit with
Attorney Kimberly N. Renaud, Esquire, SC State Bar Number 78730, OFFICER
OF COURT, wherein **Attorney Kimberly N. Renaud, Esquire** did then and there
unlawfully and willfully commit Obstruction of Justice to wit against the peace and
dignity of the State of SOUTH CAROLINA,

and, Further, Affiant sayeth naught.

Dated: June 18, 2013.

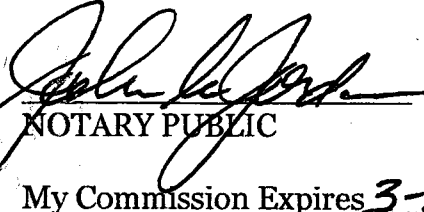
Maria-Anne: Brady
c/o 3740 Boiling Springs Road, Box 161
Boiling Springs, South Carolina [29316]

By: *Maria Anne: Brady*

FILED
CLERK OF COURT
SPARTANBURG COUNTY
2013 JUN 20 PM12:13
M. HOPE BLACKLEY

1 South Carolina)
2) Jurat
3 Spartanburg County)

4 I, JOHN A JORDAN a notary public in and for Spartanburg County,
5 South Carolina on this 18 day of June 2013 came before me Maria-Anne: family
6 Brady, a living Woman to certify, attest and affirm under penalty of perjury the
7 signature is true, complete and correct on the foregoing, the undersigned, who are
8 personally known by me or upon proper oath and affirmation and identification,
9 personally appeared before me, and attested to and signed the above document.

10 
11 NOTARY PUBLIC

(SEAL)

12 My Commission Expires 3-16-2019

FILED
CLERK OF COURT
SPARTANBURG COUNTY

2013 JUN 20 PM 12:13

M. HOPE BLACKLEY

BY STATE OFFICIALS OPERATING UNDER COLOR OF STATE LAW

State of South Carolina)
Spartanburg County) Jurat

Upon close examination of the record by Affiant, concerning Court filings, The Matter of the filing of COMPLAINT NON-JURY MORTGAGE FORECLOSURE or about July 19, 2012, and other subsequent filings of record by Attorney Nicholas N. Nears Jr., Esquire, SC Bar Number 78031, and others, Affiant believes the facts as stated herein to be true, and that admissible evidence exists that confirms these facts. That

Page 1 of 7

Geary Thomas: Dooly, BY OFFICERS OF THE COURT UNDER COLOR OF STATE LAW

ROA 225

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M. or b
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e facts. That

EX A

Nicholas N. Sears, Jr., Esquire, and His law firm, and other Attorneys of record are acting as third (3rd) party debt collectors, not agents for any banking institution, or any other proper authority possessing authority to foreclose on the property of Geary-Thomas: Dooly.

OBSTRUCTION OF JUSTICE

The offense commenced on or about July 19, 2012, at or about 12:59 P.M., when M. Hope Blackley, CLERK OF COURT of SPARTANBURG COUNTY, for the STATE OF SOUTH CAROLINA, being a public servant, knowingly acted in collusion and complicit with Attorney Nicholas N. Sears, Jr. Esquire, SC State Bar Number 78031, OFFICER OF COURT, for the STATE OF, SOUTH CAROLINA, with the filing of the COMPLAINT NON-JURY MORTGAGE FORECLOSURE, Case 2012-CP-42-3027, acting under color of office, having superior knowledge of the law, both knowing, or should have known that Sears is Acting as a third party debt collector, not in a lawful foreclosure position as a lawful agent, while knowing His and Her conduct is unlawful, wherein Attorney Nicholas N. Sears, Jr. Esquire did commit the act of Obstruction of Justice, by knowingly, willfully, and with intent, intentionally denied Geary-Thomas: Dooly the exercise and enjoyment of his liberty interest when M. Hope Blackley, acting in collusion and complicit with Attorney Nicholas N. Sears, Jr., Esquire, subjected Geary-Thomas: Dooly to the sham legal process, simulation of legal process, and extrinsic fraud upon the court perpetuated by Attorney Nicholas N. Sears, Jr. Esquire, SC State Bar Number 78031, OFFICER OF COURT, filed a bogus complaint in collusion and complicit with M. Hope Blackley, being a public servant, CLERK OF COURT of SPARTANBURG COUNTY, for the STATE OF SOUTH CAROLINA, knowingly and willfully falsified material facts and made materially false, fictitious,

Page 2 of 7

AFFIDAVIT of Maria-Anne: Brady, THIRD PARTY WITNESS OF CRIMINAL ACTIVITY PERPETUATED AGAINST,

Geary Thomas: Dooly, BY OFFICERS OF THE COURT UNDER COLOR OF STATE LAW

ROA 226

FILED
CLERK OF COURT
SPARTANBURG COUNTY
2012 JUN 20 PM 12:13
MARILEE BLACKLEY
CLERK

EX-A

1 and fraudulent statements and misrepresentations, with intent to deceive, on the face
2 of the COMPLAINT NON-JURY MORTGAGE FORECLOSURE, knowing the same to
3 contain materially false fictitious and fraudulent statements on the entry, with the
4 intent to knowingly and unlawfully dispossess Geary-Thomas: Dooly of his, property,
5 land and home, for a profit and gain, and with the intent to use the court as a weapon
6 to intimidate and harm Geary-Thomas: Dooly and deny him due process and remedy
7 in the courts.

8
9
10 Then on or about September 17, 2012 Attorney Lora Stuart Camp, Esquire, SC State Bar
11 Number 68633, OFFICER OF COURT and of the same law firm, Johnson & Johnson,
12 L.L.C. located at 1587 Northeast Expressway, Atlanta, Georgia 30329 continued to
13 perpetrate the acts of her law partner Nicholas N. Sears, Jr. as stated above by filing
14 PLAINTIFF'S REPLY TO ANSWER AND COUNTERCLAIM in collusion and complicit
15 with M. Hope Blackley, being a public servant, CLERK OF COURT of SPARTANBURG
16 COUNTY, for the STATE OF SOUTH CAROLINA, knowingly and willfully falsified
17 material facts and made materially false, fictitious, and fraudulent statements and
18 misrepresentations, with intent to deceive by perpetrating the acts of Sears, and
19 contributing to obstruction of justice via Case 2012-CP-42-3027 and filing of said
20 document.
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26 Then on or about September 21, 2012 Attorney Kimberly N. Renaud, Esquire, SC State
27 Bar Number 78730, OFFICER OF COURT and of a different law firm, NELSON

28 Page 3 of 7

AFFIDAVIT of Maria-Anne: Brady, THIRD PARTY WITNESS OF CRIMINAL ACTIVITY PERPETUATED AGAINST,

Geary Thomas: Dooly, BY OFFICERS OF THE COURT UNDER COLOR OF STATE LAW

FILED
CLERK OF COURT
SPARTANBURG COUNTY
2013 JUN 20 PM 12:13
M. HOPE BLACKLEY

RoA 227

EX-A

MULLINS RILEY & SCARBOROUGH LLP, located at 104 Main Street – 9th Floor, Greenville, South Carolina 29601, continued to perpetrate the acts of the Atlanta firm by accepting the case 2012-CP-42-3027 as Attorney of record, knowing it to be sham legal process, simulation of legal process, and extrinsic fraud upon the court. Renaud then filed the document PLAINTIFF'S REPLY TO COUNTERCLAIMS OF DEFENDANT GEARY THOMAS DOOLY AND ELEANOR S. DOOLY, in collusion and complicit with M. Hope Blackley, being a public servant, CLERK OF COURT of SPARTANBURG COUNTY, for the STATE OF SOUTH CAROLINA, knowingly and willfully falsified material facts and made materially false, fictitious, and fraudulent statements and misrepresentations, with intent to deceive by perpetrating the acts of Sears, Camp, et al contributing to obstruction of justice via Case 2012-CP-42-3027 and said filing, and the filing of subsequent files in the same manner.

Then on or about February 4, 2013 **Attorney Giles M. Schanen, Jr., Esquire, SC** State Bar Number 70391, OFFICER OF COURT and of the law firm, NELSON MULLINS RILEY & SCARBOROUGH LLP, continued to perpetrate the acts of the Atlanta firm by accepting the case 2012-CP-42-3027 as Attorney of record in the absence of Renaud who is no longer with the law firm, knowing it to be sham legal process, simulation of legal process, and extrinsic fraud upon the court. Schanen wrote threatening letter on February 4, 2013 but, apparently did not file it into the record in defense of the Atlanta firm with no evidence on the record what so ever in that defense,

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CLERK OF COURT
SPARTANBURG COUNTY
2013 JUN 20 PM 2:15
G. HOPE BLACKLEY

ROA 228

1 wherein Schanen threatened Geary-Thomas: Dooly with the potential of "sanctions"
2 wherein he may have to pay his Attorney fees if he continued to pursue proof that
3 Deutsche Bank as Trustee had actually authorized in writing the foreclosure of the Note
4 and was, in fact the Plaintiff. They continue to not provide that admissible evidence
5 proof, and have given no admissible evidence that there is even a Trustee Agreement
6 properly executed between Deutsche and the investors that bought the Note, or whom
7 ever. There is no admissible evidence on the record that Deutsche bank is, in fact, the
8 Plaintiff in Case 2012-CP-42-3027 or has authorized this action.
9

10
11
12 Then on or about February 25, 2013 **Attorney Giles M. Schanen, Jr., Esquire, SC**
13 State Bar Number 70391, OFFICER OF COURT and of the law firm, NELSON
14 MULLINS RILEY & SCARBOROUGH LLP, continued to perpetrate the acts of the
15 Atlanta firm by Writing a second letter refusing to respond to your Affiant's Affidavit of
16 Declarations and other filings, thereby giving his "lawful, legal and binding agreement
17 with and admission to the fact that everything in this Affidavit is true, correct, legal
18 lawful by tacit procuration and fully binding upon you in any court in America, without
19 your protest or objection and fully binding upon you in any court in America, without
20 your protest or objection or that of those who represent you." – as quoted from the
21 same DEFENDANT'S AFFIDAVIT OF DECLARATIONS (Pg 11 of 14) as filed into
22 instant Case 2012-CP-42-3027.
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CLERK OF COURT
SPARTANBURG COUNTY
2013 JUN 20 PM 12:13
HOLE BLACKLEY

ROA 229

E X - A

1 "Obstructing Justice is impeding or obstructing those who seek justice in a court,
2 or those who have duties or powers of administering justice therein. The act by which
3 one or more persons attempt to prevent or do prevent, the execution of lawful process...
4 applies also to the obstructing administration of justice in any way... through medium of
5 knowingly false assertion, in wrong position before the public, constitutes an
6 obstruction to administration of justice." "Obstructing Justice." Def. Blacks Law
7 Dictionary. 1990. Sixth ed., Print.
8

9
10 The North Carolina Supreme Court held the essential elements of actionable fraud to be:
11 (1) a false representation or concealment of material fact; (2) reasonably calculated to
12 deceive; (3) made with the intent to deceive; (4) and which does in fact deceive; and (5)
13 to the hurt of the injured party, see(choice of law) Vail v. Vail, 233 N.C. 109, 63 S.E.2d
14 202 (1951). Constructive fraud is nevertheless fraud though it rest upon presumption
15 arising from breach of fiduciary obligation rather than deception intentionally practiced.
16 See(choice of law) Miller v. First Nat'l Bank, 234 N.C. 309, 67 S.E.2d 362 (1951).
17
18

19
20 The Affiant, charge that heretofore and before the making and filing of this
21 Affidavit in the County of SPARTANBURG, and state of SOUTH CAROLINA, M. HOPE
22 Blackley, CLERK OF COURT of SPARTANBURG COUNTY, for the STATE OF SOUTH
23 CAROLINA, being a public servant, knowingly acted in collusion and complicit with
24 **Attorney Giles M. Schanen, Jr., Esquire**, SC State Bar Number 70391, OFFICER
25 OF COURT, wherein **Attorney Giles M. Schanen, Jr., Esquire** did then and there
26
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28

FILED
CLERK OF COURT
SPARTANBURG COUNTY
2015 JUN 20 5:12:33
MARIA-ANNE BRADY

EX-A

unlawfully and willfully commit Obstruction of Justice to wit against the peace and
dignity of the State of SOUTH CAROLINA by scheduling a HEARING with M. HOPE
Blackley, CLERK OF COURT of SPARTANBURG COUNTY to further perpetuate the
acts of above Attorneys,
and, Further, Affiant sayeth naught.

Dated June 18, 2013.

Maria-Anne: Brady
c/o 3740 Boiling Springs Road, Box 161
Boiling Springs, South Carolina [29316]

By: *Maria - Anne: Brady*

South Carolina)
Spartanburg County) Jurat

I, JOHN A JORDAN a notary public in and for Spartanburg County,

South Carolina on this 18 day of June 2013 came before me Maria-Anne: family
Brady, a living Woman to certify, attest and affirm under penalty of perjury the
signature is true, complete and correct on the foregoing, the undersigned, who are
personally known by me or upon proper oath and affirmation and identification,
personally appeared before me, and attested to and signed the above document.

John A Jordan
NOTARY PUBLIC

My Commission Expires 3-16-2019

(SEAL)

H. HOPE BLACKLEY

2013 JUN 20 PM 12:13

FILED
CLERK OF COURT
SPARTANBURG COUNTY

RUA 231

BY STATE OFFICIALS OPERATING UNDER COLOR OF STATE LAW

ROA 232

FILED
CLERK OF COURT
JUN 20 PM 12:23
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JUN 20 PM 12:23
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EX-A

1 acting as third (3rd) party debt collectors, not agents for any banking institution, or
2 any other proper authority possessing authority to foreclose on the property of Geary-
3 Thomas: Dooly.

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5
6
7 **OBSTRUCTION OF JUSTICE**

8 The offense commenced on or about July 19, 2012, at or about 12:59 P.M., when M.
9 Hope Blackley, CLERK OF COURT of SPARTANBURG COUNTY, for the STATE OF
10 SOUTH CAROLINA, being a public servant, knowingly acted in collusion and complicit
11 with Attorney Nicholas N. Sears, Jr. Esquire, SC State Bar Number 78031, OFFICER OF
12 COURT, for the STATE OF, SOUTH CAROLINA, with the filing of the COMPLAINT
13 NON-JURY MORTGAGE FORECLOSURE, Case 2012-CP-42-3027, acting under color
14 of office, having superior knowledge of the law, both knowing, or should have known
15 that Sears is Acting as a third party debt collector, not in a lawful foreclosure position as
16 a lawful agent, while knowing His and Her conduct is unlawful, did commit the act of
17 Obstruction of Justice, by knowingly, willfully, and with intent, intentionally denied
18 Geary-Thomas: Dooly the exercise and enjoyment of his liberty interest when M. Hope
19 Blackley, acting in collusion and complicit with Attorney Nicholas N. Sears, Jr., Esquire
20 subjected Geary-Thomas: Dooly to the sham legal process, simulation of legal process,
21 and extrinsic fraud upon the court perpetuated by Attorney Nicholas N. Sears Jr.,
22 Esquire, SC State Bar Number 78031, OFFICER OF COURT, filed a bogus complaint in
23 collusion and complicit with M. Hope Blackley, being a public servant, CLERK OF
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AFFIDAVIT of Maria-Anne: Brady, THIRD PARTY WITNESS OF CRIMINAL ACTIVITY PERPETUATED AGAINST,

Geary Thomas: Dooly, BY OFFICERS OF THE COURT UNDER COLOR OF STATE LAW

FILED
CLERK OF COURT
SPARTANBURG COUNTY
2012 JUN 20 PM 12:14
M. HOPE BLACKLEY

ROA 233

EX-A

COURT of SPARTANBURG COUNTY, for the STATE OF SOUTH CAROLINA,
knowingly and willfully falsified material facts and made materially false, fictitious, and
fraudulent statements and misrepresentations, with intent to deceive, on the face of the
COMPLAINT NON-JURY MORTGAGE FORECLOSURE, knowing the same to contain
materially false fictitious and fraudulent statements on the entry, with the intent to
knowingly and unlawfully dispossess Geary-Thomas: Dooly of his, property, land and
home, for a profit and gain, and with the intent to use the court as a weapon to
intimidate and harm Geary-Thomas: Dooly and deny him due process and remedy in
the courts.

Then on or about September 17, 2012 Attorney Lora Stuart Camp, Esquire, SC State Bar
Number 68633, OFFICER OF COURT and of the same law firm, Johnson & Johnson,
L.L.C. located at 1587 Northeast Expressway, Atlanta, Georgia 30329 continued to
perpetrate the acts of her law partner Nicholas N. Sears, Jr. as stated above by filing
PLAINTIFF'S REPLY TO ANSWER AND COUNTERCLAIM in collusion and complicit
with M. Hope Blackley, being a public servant, CLERK OF COURT of SPARTANBURG
COUNTY, for the STATE OF SOUTH CAROLINA, knowingly and willfully falsified
material facts and made materially false, fictitious, and fraudulent statements and
misrepresentations, with intent to deceive by perpetrating the acts of Sears, and
contributing to obstruction of justice via Case 2012-CP-42-3027 and filing of said
document.

FILED
CLERK OF COURT
SPARTANBURG COUNTY
2013 JUN 20 PM12:14
M. HOPE BLACKLEY

ROA 234

EX-A

1 Then on or about September 21, 2012 Attorney Kimberly N. Renaud, Esquire, SC State
2 Bar Number 78730, OFFICER OF COURT and of a different law firm, NELSON
3 MULLINS RILEY & SCARBOROUGH LLP, located at 104 Main Street – 9th Floor,
4 Greenville, South Carolina 29601, continued to perpetrate the acts of the Atlanta firm by
5 accepting the case 2012-CP-42-3027 as Attorney of record, knowing it to be sham legal
6 process, simulation of legal process, and extrinsic fraud upon the court. Renaud then
7 filed the document PLAINTIFF'S REPLY TO COUNTERCLAIMS OF DEFENDANT
8 GEARY THOMAS DOOLY AND ELEANOR S. DOOLY, in collusion and complicit with
9 M. Hope Blackley, being a public servant, CLERK OF COURT of SPARTANBURG
10 COUNTY, for the STATE OF SOUTH CAROLINA, knowingly and willfully falsified
11 material facts and made materially false, fictitious, and fraudulent statements and
12 misrepresentations, with intent to deceive by perpetrating the acts of Sears, Camp, et al
13 contributing to obstruction of justice via Case 2012-CP-42-3027 and said filing, and the
14 filing of subsequent files in the same manner.
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19 Then on or about February 4, 2013 Attorney Giles M. Schanen, Jr., Esquire, SC State Bar
20 Number 70391, OFFICER OF COURT and of the law firm, NELSON MULLINS RILEY &
21 SCARBOROUGH LLP, continued to perpetrate the acts of the Atlanta firm by accepting
22 the case 2012-CP-42-3027 as Attorney of record in the absence of Renaud who is no
23 longer with the law firm, knowing it to be sham legal process, simulation of legal
24 process, and extrinsic fraud upon the court. Schanen wrote a threatening letter on
25 February 4, 2013 but, apparently did not file it into the record, in defense of the Atlanta
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CLERK OF COURT
SPARTANBURG COUNTY
2013 JUN 20 PM 12:14
M. HOPE BLACKLEY

1 firm with no evidence on the record what so ever in that defense, wherein Schanen
2 threatened Geary-Thomas: Dooly with the potential of "sanctions" wherein he may have
3 to pay his Attorney fees if he continued to pursue proof that Deutsche Bank as Trustee
4 had actually authorized in writing the foreclosure of the Note and was, in fact the
5 Plaintiff. They continue to not provide that admissible evidence proof, and have given
6 no admissible evidence that there is even a Trustee Agreement properly executed
7 between Deutsche and the investors that bought the Note, or whom ever. There is no
8 admissible evidence on the record that Deutsche bank is, in fact, the Plaintiff in Case
9 2012-CP-42-3027 or has authorized this action.
10

11
12 Then on or about February 25, 2013 Attorney Giles M. Schanen, Jr., Esquire, SC State
13 Bar Number 70391, OFFICER OF COURT and of the law firm, NELSON MULLINS
14 RILEY & SCARBOROUGH LLP, continued to perpetrate the acts of the Atlanta firm by
15 Writing a second letter refusing to respond to your Affiant's Affidavit of Declarations
16 and other filings, thereby giving his "lawful, legal and binding agreement with and
17 admission to the fact that everything in this Affidavit is true, correct, legal lawful by tacit
18 procuration and fully binding upon you in any court in America, without your protest or
19 objection and fully binding upon you in any court in America, without your protest or
20 objection or that of those who represent you." – as quoted from that same
21 DEFENDANT'S AFFIDAVIT OF DECLARATIONS (Pg 11 of 14) as filed into instant Case
22 2012-CP-42-3027.
23
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28

1 Then on or about May 7, 2013 **Attorney Benjamin N. Garner , Esquire**, SC State
2 Bar Number 78886, OFFICER OF COURT and of the law firm, NELSON MULLINS
3 RILEY & SCARBOROUGH LLP, continued to perpetrate the acts of the Atlanta firm
4 filing a NOTICE OF HEARING with M. Hope Blackley, being a public servant, CLERK
5 OF COURT of SPARTANBURG COUNTY, for the STATE OF SOUTH CAROLINA.
6 Attorney Garner being trained in law knew or should have known the aspects of the case
7 he was perpetuating as detailed above by others in his law firm and the other law firm,
8 however **Attorney Benjamin N. Garner , Esquire** knowingly and willfully is
9 perpetuating the acts of others before him in this Case 2012-CP-42-3027.
10
11
12

13 “Obstructing Justice is impeding or obstructing those who seek justice in a court,
14 or those who have duties or powers of administering justice therein. The act by which
15 one or more persons attempt to prevent or do prevent, the execution of lawful process...
16 applies also to the obstructing administration of justice in any way... through medium of
17 knowingly false assertion, in wrong position before the public, constitutes an
18 obstruction to administration of justice.” “Obstructing Justice.” Def. Blacks Law
19 Dictionary. 1990. Sixth ed., Print.
20
21

22 The North Carolina Supreme Court held the essential elements of actionable fraud to be
23 (1) a false representation or concealment of material fact; (2) reasonably calculated to
24 deceive; (3) made with the intent to deceive; (4) and which does in fact deceive; and (5)
25 to the hurt of the injured party, see(choice of law) Vail v. Vail, 233 N.C. 109, 63 S.E.2d
26

EX-A

202 (1951). Constructive fraud is nevertheless fraud though it rest upon presumption
arising from breach of fiduciary obligation rather than deception intentionally practiced.
See(choice of law) Miller v. First Nat'l Bank, 234 N.C. 309, 67 S.E.2d 362 (1951).

The Affiant, charge that heretofore and before the making and filing of this
Affidavit in the County of SPARTANBURG, and state of SOUTH CAROLINA, M. HOPE
Blackley, CLERK OF COURT of SPARTANBURG COUNTY, for the STATE OF SOUTH
CAROLINA, being a public servant, knowingly acted in collusion and complicit with
Attorney Benjamin N. Garner, Jr., Esquire, SC State Bar Number 78886,
OFFICER OF COURT, wherein **Attorney Benjamin N. Garner, Jr., Esquire** did
then and there unlawfully and willfully **commit Obstruction of Justice** to wit
against the peace and dignity of the State of SOUTH CAROLINA by scheduling a
HEARING with M. HOPE Blackley, CLERK OF COURT of SPARTANBURG COUNTY to
further perpetuate the acts of above Attorneys,
and, Further, Affiant sayeth naught.

Dated June 18, 2013.

Maria-Anne: Brady
3740 Boiling Springs Road, Box 161
Boiling Springs, South Carolina [29316]

by:

Maria-Anne: Brady

FILED
CLERK OF COURT
SPARTANBURG COUNTY
2013 JUN 20 PM 12:14
M. HOPE BLACKLEY

EX-A

South Carolina)
Spartanburg County) Jurat

I, JOHN A. JORDAN a notary public in and for Spartanburg County,

South Carolina on this 18 day of June 2013 came before me Maria-Anne: family Brady, a living Woman to certify, attest and affirm under penalty of perjury the signature is true, complete and correct on the foregoing, the undersigned, who are personally known by me or upon proper oath and affirmation and identification, personally appeared before me, and attested to and signed the above document.


NOTARY PUBLIC

My Commission Expires 3-16-2019

(SEAL)

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CLERK OF COURT
SPARTANBURG COUNTY
2013 JUN 20 PM12:13
M. HOPE BLACKLEY

A-31

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See
LAST PAGE

STATE OF SOUTH CAROLINA

COUNTY OF SPARTANBURG

Deutsche Bank National Trust Company, as
Trustee for Argent Securities Inc., Asset-Backed
Pass-Through Certificates, Series 2004-W11
Plaintiff(s)

vs.

Geary Thomas Dooly, Eleanor S, Dooly and
United States of America
Defendants

IN THE COURT OF COMMON PLEAS

CASE NO.: 2012-CP-42-3027

DEFENDANT'S MOTION FOR
COURT TO RECONSIDER ORDER

DATED JULY 1, 2013

DEFENDANT'S MOTION FOR COURT TO RECONSIDER ORDER DATED JULY 1, 2013

I, Geary Thomas Dooly, one of the people of South Carolina, hereinafter addressed as Geary Thomas, hereby gives notice, under South Carolina Rules of Civil Procedure, of this **"DEFENDANT'S MOTION FOR COURT TO RECONSIDER ORDER DATED JULY 1, 2013"**. The court is further noticed that, the Defendants, Pro Se Vivus/Triformis (hereinafter referred to as "Defendant"), not being educated in the law, the court must read and construe liberally, all pleadings by the Defendant. *Hanes v. Kerner* 404 US 520, *Birl v Estelle* 660 F.2d 592.

PARTIES

Geary Thomas is one of the Alleged Defendants in Case No. 2012-CP-42-3027.

ROA 240

Deutsche Bank National Trust Company as Trustee for Argent Securities Inc., Asset-Backed Pass-Through Certificates, Series 2004-W11 is the Plaintiff in Case No. 2012-CP-42-3027.

Benjamin N. Garner, Kimberly N. Renaud, GILES M. SCHANEN, JR., et al of NELSON MULLINS RILEY & SCARBOROUGH LLP, as three of several Attorneys appearing to represent the Plaintiff in Case No. 2012-CP-42-3027 therefore each Attorney in this firm operating in concert is a party to this Case along with the Attorneys of the firm Johnson & Freeman as below.

Nicholas N. Sears, Jr., SC Bar No.78031, Lora Stuart Camp SC Bar No.6863, et al of Johnson & Freeman, LLC of 1587 Northeast Expressway, Atlanta, GA 30329.

FACTS AS BASIS FOR MOTION

1. Plaintiff's Attorneys have presented NO admissible evidence into the record of this court to prove or establish that they have authority and standing to bring this action on behalf of the Plaintiff, Deutsche bank National Trust Company.

2. Plaintiff's Attorneys have presented NO admissible evidence into the record of this court to prove or establish that Deutsche Bank National Trust Company has the standing to bring this action of foreclosure on behalf of Argent Securities Inc.

3. Plaintiff's Attorneys in bad faith, willfully and maliciously manipulated the court so as to surprise the Plaintiff at the hearing of May 23, 2013 resulting in this Court Order by The Honorable Roger L. Couch. One Giles M. Schanen on May 7, 2013 filed notice of said hearing, and later on May 21, 2013 at 2:18 PM filed into the court a document "PLAINTIFF'S MEMORANDUM IN SUPPORT OF ITS MOTION TO DISMISS CONUTERCLAIMS OF DEFENDANTS", but did not provide a copy

of said document to Defendant until AFTER the date and time of the hearing which caused a surprise upon the Defendant upon appearing at the hearing at 9:30 AM, May 23, 2013 such that Defendant had no knowledge of said document nor time to prepare a rebuttal. From 2:18 May 21 until 9:30 AM May 23 does not encompass 72 hours even if allowing instant delivery by the US Postal Service.

4. The Clerk of Court further complicated this ORDER by what appears to be collusion by NOT mailing a copy of said ORDER to the correct mailing address of Defendant, but instead mailed to a 690 Zion Hill Road address which has no mail receptacle and is not the correct mailing address of P.O.Box 3326, Spartanburg, South Carolina 29304 as used on all filings by Defendant, and used by all previous mailings by the Plaintiff and the Clerk of Court. This failure resulted in Defendant only becoming aware of the July 1 ORDER until July 23 when Defendant came to review the Clerk of Court record for this case. When questioned, the Clerk of Court M. Hope Blackley, gave no reasonable response of why the failure except that the 690 address was one of two in their records with the other address being the PO Box 3326 address that was given to them by the Defendant wherein the Clerk of Court Office was notified that the 690 address was invalid and not to be used. ALL previous mailings in this case, to my knowledge, have been mailed to the PO Box by all Attorneys AND by the Clerk of Court. Such failure to mail this Court Order to the proper address of the Defendant could only be a purposeful act by the Clerk of Court to manipulate the Court.

5. The Clerk of Court further complicated matters as follows. When Defendant came to review the record in the Clerk of Court Office on July 23 the 111 Page filing that Defendant filed and clocked in on June 20, 2013 was NOT in the file. Upon inquiry to M Hope Blackley and office staff, said filing could not be located. Apparently, The Honorable Roger L. Couch was not able to view this

June 20th filing that was missing from the record when this Court Order was issued. After searching the
DEFENDANT'S MOTION FOR COURT TO RECONSIDER ORDER DATED JULY 1, 2013

Page 3 of 9

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Clerk of Court Office and being unable to locate the June 20 filing, Defendant was asked to bring my clocked copy the following day so they would have a better idea of what they were searching for since they did not remember the unusually large 111 page filing of June 20. When I arrived at the Clerk of Court Office the next day, the original still had not been located. The Clerk of Court alleged that overnight they had discovered that the filing had been supposedly scanned into the computer and the Clerk of Court Office had printed a copy from the computer to be placed in the court record.. It still remains unknown where their original is located, and it is not known what time and date of when the file was scanned into the computer. There is be far too much mystery residing in the Clerk of Court Office as to the handling of this filing. Such failure to proper file the document into the record in a timely manner spanning approximately one month could only be a purposeful act by the Clerk of Court to manipulate the Court and the records of this case.

#6 The Clerk of Court continued to introduce mystery into this case by mailing the Plaintiff copy of the ORDER to the wrong address. On file in the Clerk of Court Office is a filing, namely "CONSENT ORDER FOR SUBSTITUTION OF COUNCEL" as made by Kimberly N. Renaud of the law firm Nelson Mullins Riley & Scarborough which clearly states, and I quote, "...substituting the law firm of Nelson Mullins Riley & Scarborough, LLP as the attorneys of record for the Plaintiff Deutsche...". Attorney Renaud left the Nelson Mullins a few months ago and has not filed into this case since the departure, HOWEVER the Clerk of Court willfully and knowingly manipulated the court process by mailing the ORDER to Attorney Renaud at her new firm location rather than mailing to the address on record to the firm address on record. Defendant inquired as to why the Clerk of Court would go to the extra effort to look up an address that is not on the record in this case. The response was "The system must have picked up her new address."

#7. The Plaintiff cannot have standing to foreclose on subject Note when considering the admissible evidence as presented to this Court in DEFENDANT'S RESPONSE TO PLAINTIFF'S REPLY TO COUNTERCLAIM AS ANSWER wherein was included as Exhibit #1 an Affidavit from Mr. Cherry Clayton wherein all his credentials as an expert as "Certified Mortgage Securitization Auditor in the State of Illinois." Said exhibit shows the computer screen shots from Mr. Clayton Bloomberg software program show subject Note being actively traded with a valid CUSIP number, and concludes among other things that, and I quote verbatim: *"Therefore, the Trust-Entity has not suffered any loss or damage from the loan herein."* Therefore, it is FACT that there is no injured party, and the entity that is beneficiary of the Note is NOT the Plaintiff as alleged in this case. The interest in the Note is that of a group of investors that bought the money stream of the securitized Note. Therefore, Deutsche Bank National Trust Company does not own 100% of the securities Note and Mortgage, therefore Deutsche Bank National Trust Company is barred from the foreclosure process as detailed in #8 immediately below.

8. As detailed in #7 immediately above, Deutsche Bank National Trust Company via Argent Securities Inc sold subject Note as relates to this foreclosure via securitization wherein this specific Loan Number 0060029394 is being current traded under the CUSIP Number 040104ME8. See reference in #7 above for location where detailed evidence including computer screen shots was filed into the court record. Due to this proof positive that Deutsche Bank National Trust Company has sold part or all of the income stream, it follows that according to UCC 3-203 Deutsche Bank National Trust Company or Argent Securities Inc has no standing to bring this foreclosure. UCC 3-203 (d) says: *"If a transferor purports to transfer less than the entire instrument, negotiation of the instrument does not occur. The transferee obtains no rights under this Article and has only the rights of a partial assignee."*

#9. On or about January 31, 2013 Defendant filed DEFENDANT'S AFFIDAVIT OF DECLARATIONS that was presented to all known parties to this Note and Mortgage including all Attorneys, DEUTSCHE BANK NATIONAL TRUST President/CEO, AMERICAN HOME MORTGAGE SERVICING INC President/CEO with a valid stipulation that on page 11 of 14 as follows: *PLAINTIFF'S, or any party's failure to respond, as stipulated, and rebut, with particularity, in writing, within thirty (30) days of receipt of this Affidavit, everything in this Affidavit, with which you disagree, is your lawful, legal and binding agreement with and admission to the fact that everything in this Affidavit is true, correct, legal, lawful by tacit procuration and fully binding upon you in any court in America, without your protest or objection or that of those who represent you.* None of the addressed parties have properly responded therefore each and every one of Affiant's statements are fact, and on the record of this court as admitted to in silence in acquiescence, all facts stated by Affiant are hereby entered as part of this DEFENDANT'S MOTION FOR COURT TO RECONSIDER ORDER DATED JULY 1, 2013.

ARGUMENT

A) With NO admissible evidence being submitted to the record that Deutsche Bank National Trust Company as Trustee is, in fact the true Plaintiff, with all parties agreeing the Defendant's statements as Affiant it is concluded that the Foreclosure proceeding has no merit, is riddled with false pretense, has no standing, and the ORDER by The Honorable Roger L. Couch should be reconsidered.

B) No permissible evidence has been presented that there is an injured party as relates to subject Note which no longer even exist, leaving the alleged Plaintiff with no standing to bring or continue this case.

C) With the Assignment having been tainted with FRAUD as proven via expert and credible witness of Mr. John O'Brian an Officer of the Court of the Commonwealth of Massachusetts, there has been no valid Assignment made of subject Note and Mortgage, therefore it is fraud upon this Court to continue this action. Furthermore, with Court now having knowledge that the Assignment within their possession and records is tainted with proven FRAUD, the Clerk of this Court is duty bound to remove that Assignment from their records, and reject the fraudulent Assignment.

D) There has been only hearsay witness and evidence entered into this Case by the Attorneys which, in fact, cannot be a witness AND be the Attorney. With no admissible evidence from the Plaintiff the Case has no merit and is fraud upon the court, is presented in bad faith, and Plaintiff has no standing based on credible, admissible evidence.

RELIEF REQUESTED

Defendant moves the Court reconsider the ORDER of July 1, 2013 and to instruct the parties in what ever fashion is fair and just in the opinion of the Court to include dismissal of the case.

THEREFORE,

Defendant Motions the Court to reconsider the ORDER of July 1, 2013 and consider the lack of standing of first, the Attorney, and second, the Plaintiff. **Plaintiff is without standing.**

Date: 31st day of July, 2013

Without prejudice - All rights reserved.

Signed reserving all my rights at UCC 1-207 & 1-308

Geary Thomas Dooley

c/o Post Office Box 3326

Spartanburg, South Carolina [29304]

PROOF OF SERVICE:

I, Geary Thomas Dooly, certify that, I have served all parties a true and correct copy of this document on this 31st day of July 2013 by sending it via United States Postal Service to all parties as follows:

NELSON MULLINS RILEY & SCARBOROUGH LLP
Attn: Giles M. Schanen, Jr., et al
104 South Main Street
Greenville, South Carolina 29601

Geary Thomas Dooly

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PROOF OF SERVICE:

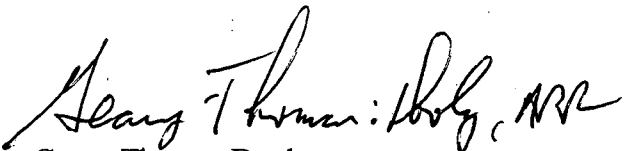
I, Geary Thomas Dooly, certify that, I have served all parties a true and correct copy of this document on this 31st day of July 2013 by sending it via United States Postal Service to all parties as follows:

NELSON MULLINS RILEY & SCARBOROUGH LLP

Attn: Giles M. Schanen, Jr., et al

104 South Main Street

Greenville, South Carolina 29601


Geary Thomas Dooly

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STATE OF SOUTH CAROLINA)
COUNTY OF SPARTANBURG) IN THE COURT OF COMMON PLEAS
SEVENTH JUDICIAL CIRCUIT

Deutsche Bank National Trust) Civil Action No. 2012-CP-42-03027
Company, as Trustee for Argent)
Securities, Inc., Asset-Backed Pass)
Through Certificates, Series 2004-W11,)

Plaintiff,

vs.

Geary Thomas Dooly and Eleanor S.
Dooly, and United States of America

Defendants.

PLAINTIFF'S MOTION TO
DISMISS COUNTERCLAIMS AND
FOR ORDER OF REFERENCE TO
THE MASTER IN EQUITY

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Pursuant to South Carolina Rules of Civil Procedure 12(b)(6) and 12(f), Plaintiff Deutsche Bank National Trust Company, as Trustee for Argent Securities, Inc., Asset-Backed Pass Through Certificates, Series 2004-W11 ("Plaintiff") hereby moves for an Order dismissing and/or striking the counterclaims asserted by Defendants Geary Thomas Dooly and Eleanor S. Dooly ("Defendants") in their "Third Amended Counterclaim as Answer."

The grounds for this Motion are that Defendants' counterclaim for lack of standing fails to state a cause of action for which relief can be granted and should be dismissed or, alternatively, designated as an affirmative defense. Specifically, Plaintiff is the holder of the Note and Mortgage and has the right to enforce the terms and conditions of both. Further, Defendants lack standing to challenge the Assignment of Mortgage. Accordingly, Defendants' counterclaim challenging the validity of the Assignment of Mortgage should be dismissed or alternatively designated as an affirmative defense and struck from Defendants' pleading.

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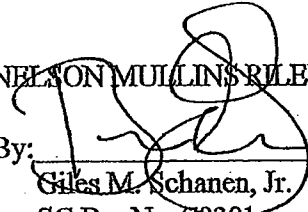
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Defendants' claim for recoupment fails to state a cause of action for which relief can be granted and should be dismissed. Specifically, Defendants' allegations asserting a proprietary interest in the note and proceeds are not legally cognizable claims.

Therefore, Defendants' counterclaims should be dismissed and this matter referred to the Master in Equity pursuant to Rule 53(b) of the South Carolina Rules of Civil Procedure.

This Motion will be further supported by legal memoranda and any other materials as permitted by the Court.

NELSON MULLINS RILEY & SCARBOROUGH LLP

By: 

Giles M. Schanen, Jr.

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E-Mail Address: giles.schanen@nelsonmullins.com

Benjamin N. Garner

SC Bar No. 78886

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Post Office Box 10084 (29603-0084)

Greenville, SC 29601

(864) 250-2300

Attorneys for Plaintiff

Greenville, South Carolina

July 23, 2013.

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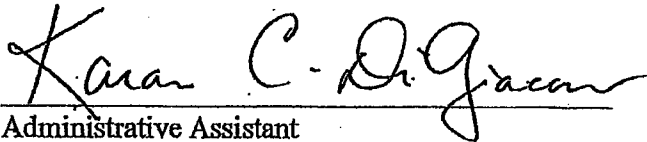
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CERTIFICATE OF SERVICE

I, the undersigned Administrative Assistant of the law offices of Nelson Mullins Riley & Scarborough LLP, attorneys for Plaintiff, 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: Plaintiff's Motion to Dismiss Counterclaims and for Order of Reference to the Master in Equity

Counsel Served: Gary Thomas Dooly
Eleanor S. Dooly
P.O. Box 3326
Spartanburg, SC 29304


Administrative Assistant

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STATE OF SOUTH CAROLINA)
) IN THE COURT OF COMMON PLEAS
COUNTY OF SPARTANBURG)

Deutsche Bank National Trust) Civil Action No. 2012-CP-42-03027
Company, as Trustee for Argent)
Securities, Inc., Asset-Backed Pass-)
Through Certificates, Series 2004-W11,)

Plaintiff,) **PLAINTIFF'S MEMORANDUM IN**
) **SUPPORT OF ITS MOTION TO**
) **DISMISS COUNTERCLAIMS OF**
) **DEFENDANTS**
vs.)

Geary Thomas Dooly, Eleanor S. Dooly)
and United States of America,)

Defendants.)

Plaintiff Deutsche National Trust Company, as Trustee for Argent Securities, Inc., Asset-Backed Pass-Through Certificates, Series 2004-W11 ("Deutsche Bank" or "Plaintiff"), by and through its undersigned counsel and pursuant to Rule 12(b)(6) of the South Carolina Rules of Civil Procedure, respectfully submits this Memorandum in Support of its Motion to Dismiss Counterclaims of Defendants Geary Thomas Dooly and Eleanor S. Dooly (collectively "Defendants").

BACKGROUND

On or about July 30, 2004, Defendants signed a promissory note ("Note") to Argent Mortgage Company, LLC ("Argent") for a \$152,800.00 loan secured by a mortgage ("Mortgage") on the property located at 690 Zion Hill Road, Spartanburg, South Carolina (the "Property"). (See Note and Mortgage, attached as **Exhibit A.**) The Note was later assigned to Plaintiff Deutsche Bank, who is the current holder of the Note. (Assignment of Mortgage, attached as **Exhibit B.**) Defendants subsequently defaulted under the terms of the Note and

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Mortgage, thereby causing Plaintiff to commence the instant foreclosure action against Defendants.

Deutsche Bank commenced this foreclosure action against Defendants in July 2012. Defendants, proceeding *pro se*, filed an Answer to Deutsche Bank's Complaint and purported to assert two (2) counterclaims against Deutsche Bank: (1) Deutsche Bank lacks standing to maintain the instant foreclosure action against Defendants and (2) Defendants are entitled to a recoupment. On January 10, 2013, Deutsche Bank filed a motion to dismiss Defendants' counterclaims. This motion was heard before Judge Roger L. Couch on May 23, 2013. Liberally construing Defendants' pleading, Judge Couch issued an Order on July 1, 2013 dismissing Defendants' counterclaims for failure to state affirmative claims for relief and granting Deutsche Bank's motion to dismiss. (See Court Order, attached hereto as **Exhibit C**.)¹ Additionally, because Defendants were proceeding *pro se*, Judge Couch gave Defendants leave to amend their answer within thirty (30) days of the date of his Order. (See *id.*)

In response to Judge Couch's ruling but before Judge Couch issued his order, Defendants filed "Defendant's Counterclaim, 3rd Amended Counterclaim, as Answer to Counterclaim/Plaintiff's Complaint" ("3rd Amended Answer and Counterclaims") on June 20, 2013.² The allegations contained in Defendants' 3rd Amended Answer and Counterclaims are

¹ Defendants filed a Motion to Reconsider on July 31, 2013. This Motion is untimely and should be dismissed under Rule 59(e) or the South Carolina Rules of Civil Procedure. Alternatively, Defendants' Motion to Reconsider is moot based on Defendants amending their answer by filing the 3rd Amended Answer and Counterclaims and by the Court's resolution of the instant Motion to Dismiss currently pending before this Court.

² Since filing the 3rd Amended Answer and Counterclaims, Defendants have also filed three (3) other "answers" - first on September 27, 2013, and the last two on October 29, 2013. These answers are improper under Rule 15(a), SCRPC and should be dismissed, because they were filed without leave of Court and without Plaintiff's consent. Notably, these answers do not appear to amend Defendants' 3rd Amended Answer and Counterclaims; rather it the first answer

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difficult to follow; however, liberally construing their pleading, Defendants appear to allege the same two (2) causes of action asserted in their initial Answer: (1) Plaintiff lacks standing to maintain the instant foreclosure action against Defendants and (2) Defendants are entitled to a recoupment.

As discussed below, for the same reasons set forth below and in this Court's Order dated July 1, 2013, attached as **Exhibit C**, Defendants have failed to plead any cognizable claim for relief; therefore, Defendants' purported counterclaims for lack of standing and recoupment should be dismissed.

STANDARD OF REVIEW

A motion to dismiss under Rule 12(b)(6) tests *the legal sufficiency* of a claim and should be granted if the claim does not set forth sufficient allegations entitling the party to relief. *Williams v. Condon*, 347 S.C. 227, 232–33, 553 S.E.2d 496, 499 (Ct. App. 2001). Although the court must accept the allegations of the [counterclaim], it is not permitted to read into the [counterclaim] unalleged facts. *Overcash v. S.C. Elec. & Gas Co.*, 364 S.C. 569, 572, 614 S.E.2d 619, 620 (2005). Rather, the “motion must be granted if the facts and inferences reasonably deducible from them show that the [defendants] could not prevail on any theory of the case.” *Gray v. State Farm Auto Ins. Co.*, 327 S.C. 646, 650–51, 492 S.E.2d 272, 274–75 (Ct. App. 1997). Here, all of Defendants' counterclaims are legally deficient and, for that reason, are subject to dismissal under Rule 12(b)(6).

is addressed to NBSC, a “fictitious” party, the other two (2) answers appear to be Defendants' responses to written discovery requests. Nevertheless, these answers are improper and should be dismissed.

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ARGUMENT

I. DEFENDANTS' COUNTERCLAIM CHALLENGING THE ASSIGNMENT OF MORTGAGE FAILS TO STATE A CLAIM UPON WHICH RELIEF CAN BE GRANTED.

Defendants' first counterclaim alleges that Plaintiff Deutsche Bank lacks standing to foreclose upon Defendants' Property. (3rd Amended Answer and Counterclaims 8.) In support of this allegation and in defense of Deutsche Bank's claim, Defendants maintain that the Assignment of Note and Mortgage "is invalid and a nullity" because it contained the signature of four "robo signatures." (3rd Amended Answer and Counterclaims 4.) However, even accepting these allegations as true, Defendants have failed to plead a cognizable claim for relief, and therefore, Defendants' counterclaim premised upon Plaintiff's alleged lack of standing should be dismissed as a matter of law.

As an initial matter, Defendants' counterclaim challenging Plaintiff's standing to foreclose upon the Property should be dismissed because it constitutes an affirmative defense rather than a cognizable claim for relief. (*See* Court Order 2, attached hereto as **Exhibit C**; *Glynn v. First Union Nat'l Bank*, 912 So.2d 357, 358 (Fla. Ct. App. 2005) ("There is no question that lack of standing is an affirmative defense that must be raised by the defendant"); *Deutsche Bank Nat'l Trust Co. v. Pietranico*, 928 N.Y.S.2d 818, 823 (2011) (holding the defendant waived the right to assert standing as a defense by failing to assert it as an affirmative defense in an answer); *Kohout v. Bank of America Home Loans*, Civil Action No. 10-0281, 2011 WL 3798222, at *5 (D. Colo. July 29, 2011) (explaining that a debtor's claim challenging the standing of a party's right to foreclose constitutes "a defense to the foreclosure action and not an independent claim for relief").) Indeed, South Carolina does not recognize a freestanding cause of action for robosigning, and Defendants are unable to convert an affirmative defense to

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Plaintiff's allegations into an independent counterclaim where no such cause of action is recognized under South Carolina law. *See Cole Vision Corp. v. Hobbs*, 394 S.C. 144, 153-54, 714 S.E.2d 537, 542 (2011). Therefore, Defendants' purported counterclaim based upon Plaintiff's alleged lack of standing should be dismissed or alternatively struck from the Answer.

Notwithstanding Defendants' failure to plead an affirmative claim for relief, dismissal of Defendants' claim is warranted because it is well-settled that a debtor lacks standing to challenge an assignment of mortgage to which he was not a party. Under fundamental South Carolina contract law, parties with no connection to a contract do not have standing to challenge the contract. *See Windsor Green Owners Ass'n, Inc. v. Allied Signal, Inc.*, 362 S.C. 12, 17, 605 S.E.2d 750, 752 (Ct. App. 2004) ("Generally, one not in privity of contract with another cannot maintain an action against him in breach of contract, and any damage resulting from the breach of a contract between the defendant and a third party is not, as such, recoverable by the plaintiff." (quoting *Bob Hammond Constr. Co. v. Banks Constr. Co.*, 312 S.C. 422, 424, 440 S.E.2d 890, 891 (Ct. App. 1994))). To the contrary, only *intended beneficiaries*, not incidental or consequential beneficiaries, can enforce a contract. *Goode v. St. Stephens Methodist Church*, 329 S.C. 433, 445, 494 S.E.2d 827, 833 (Ct. App. 1997). Numerous courts applying these fundamental contract-standing principles to mortgage assignments hold that a nonparty to a mortgage assignment lacks standing to challenge it. *See, e.g., R.J. Griffin & Co. v. Beach Club II Homeowners Ass'n*, 384 F.3d 157, 164 (4th Cir. 2004) (applying South Carolina law); *Breuninger v. McGriff*, 413 S.E.2d 538, 539 (Ga. Ct. App. 1991) ("[S]trangers to [an] assignment contract have no standing to challenge its validity."). Indeed, the United States District Court for the District of South Carolina has reached the identical conclusion, reasoning "Plaintiff is only a party to the Mortgage and, because the Assignment is a separate contract to which Plaintiff is not

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a party, she cannot question its validity.” *Reese v. U.S. Bank Nat’l Ass’n*, No. 11-2990, 2012 WL 1952819, at *3 (D.S.C. Apr. 30, 2012).

These same traditional contract principles apply when borrowers challenge a mortgage assignment on the ground that it was robo-signed. Numerous courts have addressed this issue and found that debtors who were not parties to the documents lack standing to challenge their validity simply because they were robo-signed. *See, e.g., Neal v. Bank of America, N.A.*, No. 12-08104, 2012 WL 3638762, at *4 (D. Ariz. Aug. 24, 2012) (rejecting Plaintiff’s argument that the assignment of the deed of trust and the substitution of trustee are forgeries, were robo-signed, and are therefore invalid under state statute because “Plaintiff, who is not a party to either the assignment or the substitution of trustee . . . does not have standing to challenge the validity of these documents”); *Javaheri v. JPMorgan Chase Bank, N.A.*, No. 10-08185, 2012 WL 3426278, at *6 (C.D. Cal. Aug. 13, 2012) (holding that “[w]hile the allegation of robo-signing may be true, . . . [the plaintiff] lacks standing to seek relief under such an allegation,” noting “District Courts in numerous states agree”); *Kuc v. Bank of America, NA*, No. 12-08024, 2012 WL 1268126, at *2 (D. Ariz. Apr. 16, 2012) (“[P]laintiff, as a third-party borrower, does not have standing to challenge the validity of any allegedly ‘robo-signed’ recorded assignments.”). As one court explained:

Contrary to Plaintiff’s assertions, robo-signing of the Assignment of Deed of Trust and/or the Appointment of Successor Trustee would not render these agreements—let alone the underlying debt obligation—void *ab initio*. At bottom, the alleged misconduct had no bearing whatsoever upon Plaintiff’s obligation to make her mortgage payments. Thus, even assuming *arguendo* that Plaintiff’s allegations of robo-signing are now pled with sufficient particularity, these allegations fail to state a claim as a matter of law.

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Brodie v. Nw. Trustee Servs., Inc., No. 12-0469, 2012 WL 6192723, at *2-*3 (E.D. Wash. Dec. 12, 2012) (holding that “the allegations of robo-signing . . . fail as a matter of law because Plaintiff lacks standing to challenge the allegedly fraudulent agreements” and noting that “[s]everal courts faced with similar allegations of robo-signing have concluded that a borrower lacks standing to challenge an allegedly fraudulent assignment of a deed of trust and/or appointment of a successor trustee”).

In this case, Defendants’ purported challenge to the Assignment of Mortgage is precisely the type of claim that courts across the country consistently have rejected. It is indisputable that Defendants were not parties to the assignment upon which their counterclaim is based. Because Defendants were not parties to the Assignment of Mortgage, it necessarily follows that they did not incur any cognizable injury as a result of the assignment. Instead, the only injury Defendants face is the foreclosure of their home, which is a direct result of their default under the terms of the Note and Mortgage. Defendants are simply unable to show that robo-signing had any impact whatsoever upon their obligation to make their mortgage payments. Thus, because Defendants have no interest in the assignment documents and have incurred no injury as a result of the assignment, the law is clear that they lack standing to bring claims based upon the Assignment of Mortgage. See *Wilson v. JP Morgan Chase Bank, N.A.*, No. 11-00135, 2012 WL 603595, at *4 (N.D. Ga. Feb. 24, 2012) (citing *Reynolds v. JPMorgan Chase Bank N.A.*, No. 11-311, 2011 WL 5835925, at *3 (M.D. Ga. Nov. 21, 2011) (holding that “[a]side from the fact that Plaintiff has alleged no facts whatsoever to show that the Assignment was ‘robo-signed,’ this claim must fail because ‘there is no such cause of action’” under state law)). Therefore, Defendants’ first counterclaim should be dismissed.

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II. DEFENDANTS' COUNTERCLAIM FOR RECOUPMENT FAILS TO STATE A CLAIM UPON WHICH RELIEF CAN BE GRANTED.

Defendants' second counterclaim is for recoupment. (3rd Amended Answer and Counterclaims 9-10.) Unfortunately for Defendants, this claim fares no better, as the Supreme Court of South Carolina has squarely held that no such cause of action exists in South Carolina.

"Recoupment . . . is the right of the defendant to cut down or diminish the claim of the plaintiff in consequence of his failure to comply with some provision of the contract sought to be enforced, or because he has violated some duty imposed upon him by law in the making or performance of that contract." *Tuloka Affiliates, Inc. v. Moore*, 275 S.C. 199, 202, 268 S.E.2d 293, 295 (1980). The Supreme Court of South Carolina has observed that "[a] recoupment, unlike a counterclaim, only reduces the plaintiff's claim; it does not allow recovery of an affirmative money judgment for any excess over that claim." *Id.* A claim for recoupment, therefore, may serve as a defense but it does not constitute a claim for affirmative relief. *See id.* ("Despite appellants' use of the terms 'second defense and counterclaim,' we are convinced that what was actually pled was not a claim for affirmative relief but rather was in the nature of a recoupment defense."). Because Defendants are simply unable to convert an affirmative defense to Plaintiff's allegations into an independent counterclaim where no such cause of action is recognized under South Carolina law, *see* Court Order 2-3; *Cole Vision Corp. v. Hobbs*, 394 S.C. 144, 153-54, 714 S.E.2d 537, 542 (2011), Defendants' counterclaim for recoupment should be dismissed or alternatively struck from Defendants' 3rd Amended Answer and Counterclaims.

III. THIS MATTER SHOULD BE REFERRED TO THE MASTER IN EQUITY

This matter was commenced on or around July 19, 2012, when Plaintiff filed a Summons and Complaint against Defendants seeking to foreclose on the Property secured by the Mortgage held by Plaintiff. As evidenced by the Complaint, this is an action for foreclosure, which may

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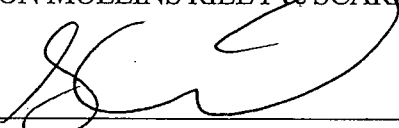
properly be referred to a Master in Equity pursuant to Rule 53(b) of the South Carolina Rules of Civil Procedure. *See Wells Fargo Bank, N.A. v. Smith*, 398 S.C. 487, 494, 730 S.E.2d 328, 332 (Ct. App. 2012) ("A mortgage foreclosure is an action in equity."). Moreover, as set forth above, Defendants have failed to assert any cognizable counterclaims against Plaintiff sufficient to trigger their right to a jury trial secured by the South Carolina Constitution. *See Smith*, 398 S.C. at 493-94, 730 S.E.2d at 332. Thus, Plaintiff respectfully requests that this matter be referred to a Master in Equity pursuant to S.C. R. Civ. P. 53(b).

CONCLUSION

Based on the foregoing, Defendants' counterclaims should be dismissed in their entirety and this matter should be referred to a Master in Equity.

Respectfully submitted,

NELSON MULLINS RILEY & SCARBOROUGH LLP

By: 

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E-Mail: sarah.anderson@nelsonmullins.com

104 South Main Street / Ninth Floor

Post Office Box 10084 (29603-0084)

Greenville, SC 29601

(864) 250-2300

Attorneys for Plaintiff Deutsche National Trust Company, as
Trustee for Argent Securities, Inc., Asset-Backed Pass-Through
Certificates, Series 2004-W11

Greenville, South Carolina
December 6, 2013

FILED
CLERK OF COURT
SPARTANBURG COUNTY
2013 DEC - 6 PM 3:19
H. HOPKINS ACKLEY

811

EXHIBIT A

NOTE AND MORTGAGE ATTACHED HEREIN
AS EXHIBITS TO ORIGINAL COMPLAINT,

SEE ROA 70+71 + ROA 54-69

NOTE = ROA 70+71
MORTGAGE = ROA 54-69

FILED
CLERK OF COURT
SPARTANBURG COUNTY
2013 DEC -6 PM 3:19
H. HOPE BLACKLEY

262
ROA-~~362~~

R11

EXHIBIT B

FILED
CLERK OF COURT
SPARTANBURG COUNTY
2013 DEC -6 PM 3:20
M. HOPE BLACKLEY

263
ROA-363

211
REN 4187 PAGE 457

When Recorded Return To:
AMERICAN HOME MTG SERVICING
C/O NYC 2100 Alt. 19 North
Palm Harbor, FL 34683

CRL L#: 0060029394
Assignee L#: 4000479909
Investor L#: 0060029394
Custodian: 85
Effective Date: 02/11/2009

MTG-2009-7140
Recorded 1 Pages on 2/24/2009 9:48:26 AM
Recording Fee: \$8.00 Documentary Stamps: \$0.00
Office of Registrar of Deeds, Spartanburg, S.C.
Stephen Ford, Registrar



ASSIGNMENT OF MORTGAGE

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency of which is hereby acknowledged, the undersigned, CITI RESIDENTIAL LENDING INC., AS ATTORNEY-IN-FACT FOR ARGENT MORTGAGE COMPANY, LLC, WHOSE ADDRESS IS 10801 E. 6TH STREET, RANCHO CUCAMONGA, CA 91730, (ASSIGNOR), by these presents does convey, grant, sell, assign, transfer and set over the described mortgage/deed together with the certain note(s) described therein together with all interest secured thereby, all liens, and any rights due, or to become due thereon to DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE FOR, ARGENT SECURITIES INC. ASSET-BACKED PASS-THROUGH CERTIFICATES, SERIES 2004-W11, UNDER THE POOLING AND SERVICING AGREEMENT DATED OCTOBER 10, 2004, WHOSE ADDRESS IS 1761 EAST ST. ANDREW PLACE, SANTA ANA, CA 92705-4934, (ASSIGNEE).
Said mortgage is made by GEARY THOMAS DOOLY AND ELEANOR S. DOOLY to ARGENT MORTGAGE COMPANY, LLC and recorded 08/18/2004 in the Recorder or Registrar of Deeds of SPARTANBURG County, South Carolina in Book 3286, Page 698, and/or as Document # MTG-2004-42926

Dated 02/10/2009
CITI RESIDENTIAL LENDING INC., AS ATTORNEY-IN-FACT FOR ARGENT MORTGAGE COMPANY, LLC

By: [Signature]
CRYSTAL MOORE VICE PRESIDENT

[Signature]
VILMA CASTRO Witness #1

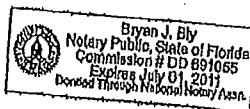
[Signature]
DHURATA DOKO Witness #2

STATE OF FLORIDA COUNTY OF PINELLAS

Before me, the undersigned Notary Public, personally appeared the undersigned witness who, being duly sworn, deposed and said that (s)he saw CRYSTAL MOORE the VICE PRESIDENT sign, seal and deliver the foregoing Assignment of Mortgage and that (s)he, together with the other witness witnessed the execution thereof, SWORN to and subscribed before me THIS 10TH DAY OF FEBRUARY IN THE YEAR 2009.

[Signature]
VILMA CASTRO Witness #1

[Signature]
BRYAN J. BLY Notary Public
My commission expires 07/01/2011



Document Prepared By: Jessien Fretwell/NYC, 2100 Alt. 19 North, Palm Harbor, FL 34683 (800)346-9152

Reviewed and Approved as meeting the South Carolina Code of Laws and Recording Statutes by Biddle Law Firm, P.A., Myrtle Beach, South Carolina.

CRLAS 9205680 1/31 CJ2044111 form 5/FRMSC1



9205680

FILED
CLERK OF COURT
SPARTANBURG COUNTY
2013 DEC -6 PM 3:20
H. HOPE BLACKLEY

DB 00045

ROA-264
364

EXHIBIT C

EXHIBIT "C" IS "FORM 4 AND ORDER OF THE
HONORABLE ROGER L. COUCH, CIRCUIT JUDGE DATED
JULY 1, 2013" + APPEARS ~~HERE AS ITEM # 2~~
HEREIN AS ROA-01 → ROA 06

FILED
CLERK OF COURT
SPARTANBURG COUNTY
2013 DEC -6 PM 3:20
M. HOPE BLACKLEY

265
ROA-365

FORM 1

NOTICE OF APPEAL IN A CIVIL CASE

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM SPARTANBURG COUNTY

Court of Common Pleas

Gordon G. Cooper, Master in Equity

Case No. 2012-CP-42-3027

Deutsche Bank National Trust Company,
As Trustee for Argent Securities Inc.,
Asset-Backed Pass-Through Certificates,
Series 2004-W11

Respondent

v.

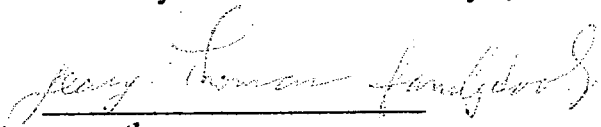
Geary Thomas Dooly a/k/a G. Thomas Dooly,
Eleanor S. Dooly and Unites State of America

Appellant

NOTICE OF APPEAL

geary thomas family dooly appeals the orders of the Honorable Gordon G. Cooper dated
December 31, 2014. Appellant received written notice of entry of this order on January 3, 2014.

January 30, 2014


geary-thomas
c/o post office box 3326
spartanburg, south carolina [29304]
Phone (864) 978-3426

Attorney for the Respondent/ Counsel of Record:
Nelson, Mullins, Riley & Scarborough, LLP
Sarah R. Anderson (SC Bar # 100007), and
Giles M. Schanen (SC Bar 70391)
P.O. Box 10084
Greenville, SC 29603-0084 Phone (864) 250-2300

FILED
CLERK OF COURT
SPARTANBURG COUNTY
2014 JAN 30 AM 3:36
M. HOPE BLACKLEY

ROA 266

CERTIFICATE OF SERVICE

I, geary-thomas family dooly, hereby certify that a true and correct copy of:

1. Notice of Appeal Case No. 2012-CP-42- 3027 as filed January 30, 2013

2. Certificate of Service

3. Copy of December 31, 2013 Ruling of Judge Gordon G. Cooper

Was mailed on January 30, 2014 via US Postal Service with adequate postage attached to the following:

**Nelson, Mullins, Riley & Scarborough, LLP
Sarah R. Anderson (SC Bar # 100007), and
Giles M. Schanen (SC Bar 70391)
P.O. Box 10084
Greenville, SC 29603-0084**

geary-thomas family dooly

FILED
CLERK OF COURT
SPARTANBURG
2014 JAN 30 AM 3:36
M. HOPE BLACKLEY

ROA 267

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

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

Deutsche Bank National Trust Company, as Trustee for
Argent Securities, Inc., Asset-Backed Pass-Through
Certificates, Series 2004-W11, Respondent,

v.

Geary Thomas Dooly, Eleanor S. Dooly, and United
States of America, Defendants,

Of whom Geary Thomas Dooly is the Appellant.

Appellate Case No. 2014-000600

Appeal From Spartanburg County
Gordon G. Cooper, Master-in-Equity

Unpublished Opinion No. 2015-UP-404
Submitted May 1, 2015 – Filed August 12, 2015

AFFIRMED

Geary Thomas Dooly, pro se, of Spartanburg.

Giles M. Schanen, Jr., and Sarah Rachelle Anderson,
both of Nelson Mullins Riley & Scarborough, LLP, of
Greenville, for Respondent.

ROA. 268
~~274~~

PER CURIAM: Geary Thomas Dooly appeals the master-in-equity's order dismissing his counterclaims with prejudice. On appeal, Dooly argues (1) this case was wrought with fraud, deception, and acts of bad faith; (2) Deutsche Bank National Trust Company's (the Bank's) counsel failed to establish their authority and jurisdiction to represent the Bank; (3) the Bank failed to provide a signed contractual agreement delegating authority to its counsel; (4) the Bank failed to reply, defend, or comply with the allegations presented in his Third Amended Counterclaim; (5) the master-in-equity lacked jurisdiction; (6) the circuit court failed to schedule a hearing on his motion to reconsider its order; (7) the master-in-equity erred in dismissing his counterclaims; (8) the circuit court erred in declining to grant his request for a continuance; (9) the circuit court erred in dismissing his counterclaims; (10) the circuit court ignored his motion to reconsider; (11) this case should be dismissed due to the bad faith and fraudulent actions of the Bank's counsel; and (12) the master-in-equity erred in denying his request for a continuance. We affirm pursuant to Rule 220(b), SCACR, and the following authorities:

1. As to Issue Five: Rule 53(b), SCRCP ("In an action . . . for foreclosure, some or all of the causes of action in a case may be referred to a master . . . by order of a circuit judge or the clerk of court."); Rule 53(c), SCRCP ("Once referred, the master . . . shall exercise all power and authority which a circuit judge sitting without a jury would have in a similar matter."); Rule 71(a), SCRCP ("Actions to foreclose liens or obtain partition of real property shall be tried by the court, and shall ordinarily be referred to a master pursuant to Rule 53."); *Eddins v. Eddins*, 304 S.C. 133, 135, 403 S.E.2d 164, 166 (Ct. App. 1991) ("[I]n construing an ambiguous order or decree, the determinative factor is to ascertain the intent of the judge who wrote the order."); *id.* at 136, 403 S.E.2d at 166 ("[T]he interpretation or construction of a judgment must be characterized by justice and fairness." (quoting 46 Am. Jur. 2d *Judgments* § 73 (1969))).

2. As to Issue Seven: *Judy v. Martin*, 381 S.C. 455, 459, 674 S.E.2d 151, 153 (2009) ("[A]n unappealed ruling becomes the law of the case and precludes further consideration of the issue on appeal." (citing *In re Morrison*, 321 S.C. 370, 372 n.2, 468 S.E.2d 651, 652 n.2 (1996))); Rule 59(e), SCRCP ("A motion to alter or amend the judgment shall be served not later than [ten] days after receipt of written notice of the entry of the order.").

3. As to Issue Twelve: *First Sav. Bank v. McLean*, 314 S.C. 361, 362, 444 S.E.2d 513, 514 (1994) ("A motion for continuance is within the sound discretion of the [circuit] court and the ruling will not be reversed without a clear showing of abuse."); *Purex Corp. v. Walker*, 278 S.C. 388, 390, 296 S.E.2d 868, 869 (1982)

RoA 269
34

("Whether a judge does or does not abuse his discretion depends upon the facts before him at the time.").

4. As to the remaining issues: *Wilder Corp. v. Wilke*, 330 S.C. 71, 76, 497 S.E.2d 731, 733 (1998) ("[A]n issue cannot be raised for the first time on appeal, but must have been raised to and ruled upon by the trial judge to be preserved for appellate review."); *Elam v. S.C. Dep't of Transp.*, 361 S.C. 9, 25, 602 S.E.2d 772, 780 (2004) ("If a party is unsure whether he properly raised all issues and obtained a ruling, he must file a Rule 59(e)[, SCRCP,] motion or an appellate court may later determine the issue or argument is not preserved for review.").

AFFIRMED.¹

FEW, C.J., and HUFF and WILLIAMS, JJ., concur.

¹ We decide this case without oral argument pursuant to Rule 215, SCACR.

ROA 270
454



The South Carolina Court of Appeals

JENNY ABBOTT KITCHINGS
CLERK

V. CLAIRE ALLEN
DEPUTY CLERK

POST OFFICE BOX 11629
COLUMBIA, SOUTH CAROLINA 29211
1220 SENATE STREET
COLUMBIA, SOUTH CAROLINA 29201
TELEPHONE: (803) 734-1890
FAX: (803) 734-1839
www.sccourts.org

September 03, 2015

The Honorable M. Hope Blackley
PO Box 3483
Spartanburg SC 29304-3483

REMITTITUR

Re: Deutsche Bank v. Geary Thomas Dooly
Lower Court Case No. 2012CP4203027
Appellate Case No. 2014-000600

Dear Clerk of Court:

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

Very truly yours,

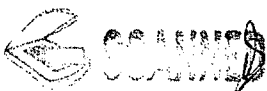
V. Claire Allen, Deputy

CLERK

FILED
CLERK OF COURT
SPARTANBURG COUNTY
2015 SEP -8 AM 10:49
M. HOPE BLACKLEY

Enclosure

cc: Geary Thomas Dooly
Sarah Rachelle Anderson, Esquire
Giles M. Schanen, Jr., Esquire



ROA 271

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

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

Deutsche Bank National Trust Company, as Trustee for
Argent Securities, Inc., Asset-Backed Pass-Through
Certificates, Series 2004-W11, Respondent,

v.

Geary Thomas Dooly, Eleanor S. Dooly, and United
States of America, Defendants,

Of whom Geary Thomas Dooly is the Appellant.

Appellate Case No. 2014-000600

Appeal From Spartanburg County
Gordon G. Cooper, Master-in-Equity

Unpublished Opinion No. 2015-UP-404
Submitted May 1, 2015 – Filed August 12, 2015

AFFIRMED

Geary Thomas Dooly, pro se, of Spartanburg.

Giles M. Schanen, Jr., and Sarah Rachelle Anderson,
both of Nelson Mullins Riley & Scarborough, LLP, of
Greenville, for Respondent.

M. HOPE BLACKLEY

2015 SEP -8 AM 10:49

FILED
CLERK OF COURT
SPARTANBURG COUNTY

R0A272

PER CURIAM: Geary Thomas Dooly appeals the master-in-equity's order dismissing his counterclaims with prejudice. On appeal, Dooly argues (1) this case was wrought with fraud, deception, and acts of bad faith; (2) Deutsche Bank National Trust Company's (the Bank's) counsel failed to establish their authority and jurisdiction to represent the Bank; (3) the Bank failed to provide a signed contractual agreement delegating authority to its counsel; (4) the Bank failed to reply, defend, or comply with the allegations presented in his Third Amended Counterclaim; (5) the master-in-equity lacked jurisdiction; (6) the circuit court failed to schedule a hearing on his motion to reconsider its order; (7) the master-in-equity erred in dismissing his counterclaims; (8) the circuit court erred in declining to grant his request for a continuance; (9) the circuit court erred in dismissing his counterclaims; (10) the circuit court ignored his motion to reconsider; (11) this case should be dismissed due to the bad faith and fraudulent actions of the Bank's counsel; and (12) the master-in-equity erred in denying his request for a continuance. We affirm pursuant to Rule 220(b), SCACR, and the following authorities:

1. As to Issue Five: Rule 53(b), SCRCP ("In an action . . . for foreclosure, some or all of the causes of action in a case may be referred to a master . . . by order of a circuit judge or the clerk of court."); Rule 53(c), SCRCP ("Once referred, the master . . . shall exercise all power and authority which a circuit judge sitting without a jury would have in a similar matter."); Rule 71(a), SCRCP ("Actions to foreclose liens or obtain partition of real property shall be tried by the court, and shall ordinarily be referred to a master pursuant to Rule 53."); *Eddins v. Eddins*, 304 S.C. 133, 135, 403 S.E.2d 164, 166 (Ct. App. 1991) ("[I]n construing an ambiguous order or decree, the determinative factor is to ascertain the intent of the judge who wrote the order."); *id.* at 136, 403 S.E.2d at 166 ("[T]he interpretation or construction of a judgment must be characterized by justice and fairness." (quoting 46 Am. Jur. 2d *Judgments* § 73 (1969))).

2. As to Issue Seven: *Judy v. Martin*, 381 S.C. 455, 459, 674 S.E.2d 151, 153 (2009) ("[A]n unappealed ruling becomes the law of the case and precludes further consideration of the issue on appeal." (citing *In re Morrison*, 321 S.C. 370, 372 n.2, 468 S.E.2d 651, 652 n.2 (1996))); Rule 59(e), SCRCP ("A motion to alter or amend the judgment shall be served not later than [ten] days after receipt of written notice of the entry of the order.").

3. As to Issue Twelve: *First Sav. Bank v. McLean*, 314 S.C. 361, 362, 444 S.E.2d 513, 514 (1994) ("A motion for continuance is within the sound discretion of the [circuit] court and the ruling will not be reversed without a clear showing of abuse."); *Purex Corp. v. Walker*, 278 S.C. 388, 390, 296 S.E.2d 868, 869 (1982)

Roa 273

("Whether a judge does or does not abuse his discretion depends upon the facts before him at the time.").

4. As to the remaining issues: *Wilder Corp. v. Wilke*, 330 S.C. 71, 76, 497 S.E.2d 731, 733 (1998) ("[A]n issue cannot be raised for the first time on appeal, but must have been raised to and ruled upon by the trial judge to be preserved for appellate review."); *Elam v. S.C. Dep't of Transp.*, 361 S.C. 9, 25, 602 S.E.2d 772, 780 (2004) ("If a party is unsure whether he properly raised all issues and obtained a ruling, he must file a Rule 59(e)[, SCRC], motion or an appellate court may later determine the issue or argument is not preserved for review.").

AFFIRMED.¹

FEW, C.J., and HUFF and WILLIAMS, JJ., concur.

FILED
CLERK OF COURT
SPARTANBURG COUNTY
2015 SEP -8 AM 10:49
M. HOPE BLACKLEY

¹ We decide this case without oral argument pursuant to Rule 215, SCACR.

204 274

STATE OF SOUTH CAROLINA
COUNTY OF SPARTANBURG

Deutsche Bank National Trust Company, as
Trustee for Argent Securities Inc., Asset-
Backed Pass-Through Certificates, Series
2004-W11,

Plaintiff,

vs.

Geary Thomas Dooly; Eleanor S. Dooly;
United States of America,
Defendant(s).

IN THE COURT OF COMMON PLEAS
C/A NO.: 2012-CP-42-03027

**NOTICE OF MOTION AND MOTION
FOR SUMMARY JUDGMENT**

TO: DEFENDANTS GEARY THOMAS DOOLY, AND ELEANOR S. DOOLY:

YOU WILL PLEASE TAKE NOTICE that the Plaintiff, by and through its undersigned attorney, will, on the tenth (10th) day after service hereof, or as soon thereafter as counsel may be heard, move before the Honorable, Gordon G. Cooper as Master In Equity for Spartanburg County, for an Order pursuant to Rule 56 of the South Carolina Rules of Civil Procedure granting the Plaintiff Summary Judgment in this matter. This Motion is made upon the grounds that there is no genuine issue as to any material fact and that the Plaintiff is entitled to judgment as a matter of law.

This Motion is supported by the South Carolina Rules of Civil Procedure, relevant case law, and any discovery, affidavits, or memoranda presented.

s/Genevieve S. Johnson

Genevieve S. Johnson, SC Bar No: 78480
Brock & Scott, PLLC
3800 Fernandina Road, Suite 110
Columbia, SC 29210
Phone 803-454-3540 Fax 803-454-3541
Attorneys for Plaintiff

Columbia, SC

Date: March 24, 2017



STATE OF SOUTH CAROLINA
COUNTY OF SPARTANBURG

IN THE COURT OF COMMON PLEAS
C/A NO.: 2012-CP-42-03027

Deutsche Bank National Trust Company,
as Trustee for Argent Securities Inc., Asset-
Backed Pass-Through Certificates, Series
2004-W11,
Plaintiff,
vs.

**MEMORANDUM IN THE SUPPORT OF
THE PLAINTIFF'S MOTION FOR
SUMMARY JUDGMENT**

Geary Thomas Dooly; Eleanor S. Dooly;
United States of America,
Defendant(s).

I. INTRODUCTION AND FACTS

On or about July 30, 2004, Geary Thomas Dooly and Eleanor S. Dooly (hereinafter referred to as the "Defendant") executed, and delivered to Argent Mortgage Company, LLC a certain Mortgage Note ("Note") in writing wherein and whereby the Defendants promised to pay to the Plaintiff, the principal sum of \$152,800.00, together with interest at an adjustable interest rate with an initial interest rate of 7.25% per annum on the unpaid balance; said principal and interest being payable in monthly installments initially of \$1,042.37, commencing on the 1st day of each month thereafter until the said Note is fully paid.

In order to secure the payment of said Note, the said Geary Thomas Dooly and Eleanor S. Dooly, did on the same date, to wit, July 30, 2004, make, execute, and deliver to Argent Mortgage Company, LLC, its successors and assigns, a certain real estate Mortgage ("Mortgage") covering real property located in Spartanburg County, South Carolina as more fully described in said Mortgage. Included in the Plaintiff's Complaint is an action for reformation of Warranty Deed and reformation of Mortgage to clarify that the subject property is described as follows:

ALL that certain piece, parcel or lot of land, lying and being situate in the State of South Carolina, County of Spartanburg, being shown and designated as a portion of Lot No. 7, being shown and designated on a survey for Dunagin Estates prepared by W.N. Willis, Professional Land Surveying, dated May 06, 1969 and recorded in the Register of Deeds Office for

Spartanburg County in Plat Book 60 at Page 82-84, and more fully described as follows:

BEGINNING at a metal cap at the center of the intersection of two county roads and running thence South 28 West 250 feet to a metal cap at the corner with Lot No. 8; thence with line of Lot No. 8 North 62 West 275 feet to a point; thence North 28 East 250 feet more or less to a point on the county road; thence with the county road South 62 East 275 feet to the beginning corner.

Being the same property conveyed to Eleanor S. Dooly by Deed of Southern Bank and Trust Company dated November 27, 1979 recorded November 27, 1979 in Book 47-A at Page 75 in the records for Spartanburg County, South Carolina.

Thereafter Eleanor S. Dooly conveyed her interest to Eleanor S. Dooly and Geary Thomas Dooly by Deed dated July 30, 2004 and recorded August 18, 2004 in Book 80-Z at Page 635, in the records for Spartanburg County, South Carolina.

TMS No. 7-14-00-010.15

Property Address: 690 Zion Hill Road, Spartanburg, SC 29307

The Mortgage was recorded August 18, 2004 in the ROD's Office for Spartanburg County in Book 3286 at page 698.

* Thereafter, the Mortgage was assigned to Deutsche Bank National Trust Company, As Trustee For, Argent Securities Inc. Asset-Backed Pass-Through Certificates, Series 2004-W11, Under The Pooling And Servicing Agreement Dated October 10, 2004 by assignment recorded on February 24, 2009 in Book 4187 at Page 457. The Mortgage evidences and secures the repayment of money advanced by the Mortgagee to, or on behalf of, the mortgagor(s) and constitutes a purchase money first lien on the Mortgaged premises. Copies of the Note, Mortgage, and Assignment are attached hereto and incorporated herein as **Exhibits "1" through "3"** respectively.

In and by the terms of said Note and Mortgage securing the same, it is provided, among other things, that on failure to pay any installment of either principal or interest or any portion

thereof when due, or if any of the conditions and requirements in the Mortgage securing the same not be complied with, then the whole principal sum and accrued interest shall at the option of the legal holder thereof become at once due and payable without notice, and collectible by foreclosure. In and by the terms of the said Note, it is further provided that the maker thereof shall pay all collection costs, including reasonable attorney's fees, if the said Note be placed in the hands of an attorney for collection after default. Any notice required by the terms of the Mortgage or by state or federal law has been given to the applicable defendant(s) prior to the commencement of this action.

The installments of principal and interest falling due from and after February 1, 2012, have not been paid, thereby placing the Defendant in default under the terms of the Note and Mortgage. Although demand for the payment thereof has been made, the Defendant has failed to cure the default.

On July 19, 2012, the Plaintiff filed its Lis Pendens, Summons, and Complaint for Foreclosure. The Defendants Geary Thomas Dooly and Geary Dooly as Guardian ad litem for Eleanor S. Dooly filed an answer and counterclaims in the action. An order granting Plaintiff's Motion to Dismiss Counterclaims and referring the case to the Master in Equity was entered on July 1, 2013. The Defendants subsequently filed an amended answer and counterclaims on June 20, 2014. On August 1, 2013, Plaintiff filed another motion to dismiss counterclaims with prejudice which was granted by Order entered December 31, 2013. Defendants appealed the order and the appeals was denied.

II. DISCUSSION

1. The Plaintiff has established all of the facts necessary to recover on its cause of action for foreclosure.

The Note and Mortgage are direct evidence of the terms and existence of the agreement entered into by the Defendants. See Exhibits "1" and "2". Further bolstering its motion, the Plaintiff submits an Affidavit of Verified Statement of Account (attached hereto and incorporated herein as **Exhibit "4"**). The Plaintiff's Affidavit clearly establishes the breach of the Note and Mortgage and the amount and measures of damages sustained by the Plaintiff as a result of the Defendants' breach.

With the copies of the Note, Mortgage, Assignment, and the Plaintiff's Affidavit, the essential elements and facts of the Plaintiff's cause of action for foreclosure have been established. As such there are no material issues of fact and summary judgment is appropriate. Summary judgment is appropriate when "there is no genuine issue as to any material fact and that the moving party is entitled to judgment as a matter of law." Rule 56(c), South Carolina Rules of Civil Procedure. Further, the Plaintiff is entitled to recover from the Defendants reasonable attorney's fees and Court Costs incurred in bringing this action, and as evidence of these costs expended by the Plaintiff in this action, the Plaintiff submits an Affidavit of Attorney's Fees and Affidavit of Court Costs to the Court (attached hereto and incorporated herein as **Exhibit "5"**).

III. CONCLUSION

The Plaintiff has clearly established that the essential elements necessary to prevail on its action for foreclosure. The Plaintiff has further established that the various filings of the Defendants fail to constitute a defense to the Plaintiff's foreclosure action. When taken as a whole, no material issue of fact remains to be decided. Thus, when no issue of material fact exists, the appropriate action is Summary Judgment. Spencer v. Miller, 259 S.C. 453, 192 S.E.2d 863 (1972). Accordingly, the Plaintiff prays that the Court award it Summary Judgment as to its cause of action and the relief requested in its Complaint.

s/Genevieve S. Johnson

Genevieve S. Johnson, SC Bar No: 78480
Brock & Scott, PLLC
3800 Fernandina Road, Suite 110
Columbia, SC 29210
Phone 803-454-3540 Fax 803-454-3541
Attorneys for Plaintiff

Columbia, SC

Date: March 24, 2017

STATE OF SOUTH CAROLINA
COUNTY OF SPARTANBURG

Deutsche Bank National Trust Company, as
Trustee for Argent Securities Inc., Asset-Backed
Pass-Through Certificates, Series 2004-W11,

Plaintiff,

vs.

Geary Thomas Dooly; Eleanor S. Dooly; United
States of America,

Defendant(s).

IN THE COURT OF COMMON PLEAS

C/A NO.: 2012-CP-42-03027

CERTIFICATE OF SERVICE BY MAIL

The undersigned hereby certifies that she is an employee of Brock & Scott, PLLC,
and is a person of such age and discretion to be competent to serve papers.

That on the 24th day of March, 2017, she served a copy of the below listed
document(s) by placing said copy in a postage paid envelope addressed to each of the following
persons at the address stated below, which is the last known address, and by depositing said
envelope and contents in the U.S. Mail.

Documents: - Plaintiff's Motion Information Sheet
 - Notice of Motion and Motion for Summary
 Judgment
 - Memorandum in Support of the Plaintiff's Motion
 for Summary Judgment
 - Affidavit of Verified Statement of Account
 - Certificate of Service by Mail

Party(ies) Served:

Geary Thomas Dooly
PO Box 3326
Spartanburg, SC 29307

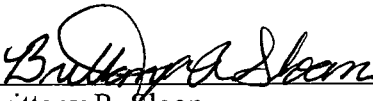
Eleanor S. Dooly
PO Box 3326
Spartanburg, SC 29307

15-17508 FC01

ROA 280

United States of America
George John Conits
55 Beattie Place, Suite 700
Greenville, SC 29601

The Honorable Gordon G. Cooper
Spartanburg County Master In Equity
PO Box 5666
Spartanburg, SC 29304



Brittany R. Sloan
Litigation Paralegal
Brock & Scott, PLLC

Columbia, South Carolina

EXHIBIT "1"

NOTE
2 PGS

B&S No.: 14-25128

RCA 282

FIXED RATE NOTEJuly 30, 2004
(Date)White Plains
(City)NY
(State)690 ZION HILL ROAD, SPARTANBURG, SC 29307
(Property Address)**1. BORROWER'S PROMISE TO PAY**

In return for a loan that I have received, I promise to pay U.S. \$ 152,800.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is - Argent Mortgage Company, LLC.
I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 7.250 %.
The interest rate required by this Section 2 is the rate I will pay before and after any default described in Section 6(B) of this Note.

3. PAYMENTS**(A) Time and Place of Payments**

I will pay principal and interest by making payments every month.
I will make my monthly payments on the first day of each month beginning on October 1, 2004.
I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My monthly payments will be applied to interest before principal. If, on September 1, 2034, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at: 505 City Parkway West, Suite 100, Orange, CA 92868

or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payments will be in the amount of U.S. \$1,042.37.

4. BORROWER'S RIGHT TO PREPAY

I may repay this Note at any time without a penalty.

5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then; (i) any such loan charges shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.

6. BORROWER'S FAILURE TO PAY AS REQUIRED**(A) Late Charges for Overdue Payments**

If the Note Holder has not received the full amount of any monthly payment by the end of fifteen calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.000 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is delivered or mailed me.

Initials: 

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(D). No Waiver by Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorney's fees.

7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety, or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to Pay all of the amounts owed under this Note.

9. WAIVERS

I and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep promises that I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if prohibited by federal law as of the date of this Security Instrument.

If the Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED

 (Seal)
Borrower: GEARY THOMAS DOOLY
SSN: [REDACTED]

 (Seal)
Borrower: ELEANOR S DOOLY
SSN: [REDACTED]

____ (Seal)
Borrower:
SSN:

____ (Seal)
Borrower:
SSN:

ROA 284

EXHIBIT "2"

MORTGAGE
INCLUDED HEREIN AS

ROA-54 → ROA 68

EXHIBIT "3"

ASSIGNMENT
1 P2

When Recorded Return To:
AMERICAN HOME MTG SERVICING
C/O NTC 2100 Alt. 19 North
Palm Harbor, FL 34683

MTG-2009-7140
Recorded 1 Pages on 2/24/2009 9:48:25 AM
Recording Fee: \$6.00 Documentary Stamps: \$0.00
Office of Register of Deeds, Spartanburg, S.C.
Stephen Ford, Register

CRL L# [REDACTED]
Assignee L# [REDACTED]
Investor L# [REDACTED]
Custodian [REDACTED]
Effective Date: 02/11/2009



ASSIGNMENT OF MORTGAGE

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency of which is hereby acknowledged, the undersigned, CITI RESIDENTIAL LENDING INC., AS ATTORNEY-IN-FACT FOR ARGENT MORTGAGE COMPANY, LLC, WHOSE ADDRESS IS 10801 E. 6TH STREET, RANCHO CUCAMONGA, CA 91730, (ASSIGNOR), by these presents does convey, grant, sell, assign, transfer and set over the described mortgage/deed together with the certain note(s) described therein together with all interest secured thereby, all liens, and any rights due or to become due thereon to DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE FOR, ARGENT SECURITIES INC. ASSET-BACKED PASS-THROUGH CERTIFICATES, SERIES 2004-W11, UNDER THE POOLING AND SERVICING AGREEMENT DATED OCTOBER 10, 2004, WHOSE ADDRESS IS 1761 EAST ST. ANDREW PLACE, SANTA ANA, CA 92705-4934, (ASSIGNEE)
Said mortgage is made by GEARY THOMAS DOOLY AND ELEANOR S. DOOLY to ARGENT MORTGAGE COMPANY, LLC and recorded 08/18/2004 in the Recorder or Registrar of Deeds of SPARTANBURG County, South Carolina in Book 3286, Page 698, and/or as Document # MTG-2004-42926

Dated 02/10/2009
CITI RESIDENTIAL LENDING INC., AS ATTORNEY-IN-FACT FOR ARGENT MORTGAGE COMPANY, LLC

By: [Signature]
CRYSTAL MOORE VICE PRESIDENT

[Signature]
VILMA CASTRO Witness#1

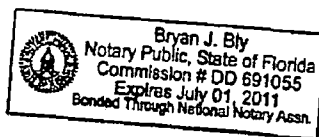
[Signature]
DHURATA DOKO Witness#2

STATE OF FLORIDA COUNTY OF PINELLAS

Before me, the undersigned Notary Public, personally appeared the undersigned witness who, being duly sworn, depose and said that (s)he saw CRYSTAL MOORE the VICE PRESIDENT sign, seal and deliver the foregoing Assignment of Mortgage and that (s)he, together with the other witness witnessed the execution thereof. SWORN to and subscribed before me THIS 10TH DAY OF FEBRUARY IN THE YEAR 2009.

[Signature]
VILMA CASTRO Witness#1

[Signature]
BRYAN J. BLY Notary Public
My commission expires: 07/01/2011



Document Prepared By: Jessica Fretwell/NTC, 2100 Alt. 19 North, Palm Harbor, FL 34683 (800)346-9152

Reviewed and Approved as meeting the South Carolina Code of Laws and Recording Statutes by Biddle Law Firm, P.A., Myrtle Beach, South Carolina.

CRLAS [REDACTED] I/31 CJ2044111 form5/FRMSC1



ROA 287

EXHIBIT "4"

AFR-DAVITT
3 PGS

STATE OF SOUTH CAROLINA

COUNTY OF SPARTANBURG

Deutsche Bank National Trust Company, as
Trustee for Argent Securities Inc., Asset-Backed
Pass-Through Certificates, Series 2004-W11,

PLAINTIFF,

vs.

Geary Thomas Dooly; Eleanor S. Dooly and United
States of America

DEFENDANT(S).

IN THE COURT OF COMMON PLEAS

C/A NO: 2012-CP-42-3027

AFFIDAVIT OF AMOUNT DUE

I, Kyandra Brown, being of lawful age and being first duly sworn on oath,
states and deposes as follows:

1. I am the Contract Management Coordinator of Ocwen Loan Servicing, LLC ("Ocwen"),
servicer for Deutsche Bank National Trust Company, as Trustee for Argent Securities Inc., Asset-
Backed Pass-Through Certificates, Series 2004-W11 ("Plaintiff"). As such, I am authorized to make
this Affidavit. I am over the age of eighteen years, and I have personal knowledge of the facts and
matters stated herein based on my review of the business records defined below. The statements set
forth in this Affidavit are true and correct, to the best of my knowledge and belief.

2. In the regular performance of my job functions, I have access to and am familiar
with the business records (the "Records") relating to the servicing of the mortgage loan at issue in
this foreclosure action (the "Loan"). The Records summarized herein constitute records or data
compilations of transactions relating to the Loan (the "Transactions"), and were made and are
maintained in the regular and usual course of business. The Records were made at or near the time
by, or from information transmitted from, a person with knowledge of the Transactions. I reviewed
and relied upon the Records in executing this Affidavit.

3. According to the Records, the Plaintiff is authorized to enforce the
negotiable instrument secured by the mortgage.

4. According to the Records, the Defendant's/Defendants' last accepted payment was
applied to the installment contractually due for 1/1/2012, and the Defendant's/Defendants' is/are
therefore in default for failure to tender the required monthly payments when due. All sums due and
owing pursuant to the terms of the promissory note and mortgage have been accelerated.

5. According to the Records, as of December 30, 2016, there is now due and owing upon said Loan the following amounts:

a) Principal due on the note	\$	139,007.65
b) Deferred Principal Balance	\$	0.00
c) Interest (at date of default 7.25%) from 1/1/2012 to 12/30/2016	\$	50,362.40
d) Late Charges	\$	2,593.91
e) Escrow Balance:	\$	14,199.52
Taxes for year(s) -2013-2016	\$	5,262.38
Insurance for year(s) -2013-2016	\$	5,196.00
Escrow Payments/Credits	\$	0.00
Prior Servicer Escrow Balance (if applicable)	\$	3,741.14
f) Interest Arrearage	\$	0.00
g) Prior servicer fees	\$	2,491.04
h) Suspense Account (debits/credits)	\$	0.00
i) Additional Costs:		
Property Inspections	\$	352.00
Property Valuation Fee/BPO	\$	210.00
Property Preservation/Maintenance Fee	\$	0.00
Certified Mail Cost	\$	0.00
Other Fees/Costs	\$	0.00
Bankruptcy Costs	\$	0.00
Title Search Expenses	\$	0.00
Foreclosure Fee/Costs (paid through 10/12/2016)	\$	2,241.34
Total	\$	211,457.86

6. As a result of Defendant's/Defendants' default under the note and mortgage sued upon herein, Plaintiff retained the attorney of record and authorized the filing of this action. Further, Plaintiff has agreed to be bound and obligated itself to pay said attorney for his/her services such sum as the Court shall adjudge to be reasonable.

7. This document also authorizes the attorney of record, or his/her representative, to testify on behalf of Plaintiff in this foreclosure action.

Dated: 01/03/2017

Affiant Signature: Kyandra Brown

Print Name: Kyandra Brown

Title: Contract Management Coordinator

Ocwen Loan Servicing, LLC
servicer for Deutsche Bank National Trust
Company, as Trustee for Argent Securities
Inc., Asset-Backed Pass-Through
Certificates, Series 2004-W11

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 3rd day January of 2017, by Kyandra Brown as Contract Management Coordinator for Ocwen Loan Servicing, LLC who is the servicer or attorney in fact for Deutsche Bank National Trust Company, as Trustee for Argent Securities Inc., Asset-Backed Pass-Through Certificates, Series 2004-W11, who is personally known to me or who has produced — as identification. 01.03.17 RB

Yvonne Belcher

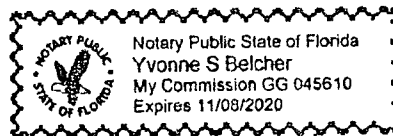
Signature of Notary Public

Name of Notary Public: Yvonne Belcher

Personally known: —

OR Produced Identification: —

Type of Identification Produced: —



Yvonne S. Belcher

EXHIBIT "5"

AFFIDAVIT
2 PGS

B&S No.: 14-25128

ROA 292

STATE OF SOUTH CAROLINA
COUNTY OF SPARTANBURG

Deutsche Bank National Trust Company, as
Trustee for Argent Securities Inc., Asset-
Backed Pass-Through Certificates, Series
2004-W11,

Plaintiff,

vs.

Geary Thomas Dooly; Eleanor S. Dooly;
United States of America,

Defendant(s)

IN THE COURT OF COMMON PLEAS
CASE NO.: 2012-CP-42-03027

AFFIDAVIT OF ATTORNEY'S FEES

PERSONALLY APPEARED BEFORE ME, the undersigned attorney for the Plaintiff, who
first being duly sworn, deposes and says as follows:

This case is an action to foreclose a mortgage on real property. I was retained by the
Plaintiff to conduct this foreclosure action pursuant to a contractual rate of compensation.
After due consideration of the nature, extent and difficulty of the legal services rendered, the
time and labor necessarily devoted to the case, the professional standing of counsel, the
contingency of compensation, the customary fee charged in the locality for similar services,
and the beneficial result obtained, I respectfully submit that an award of attorney's fees to
the full extent set forth in this Affidavit is appropriate. (See *Dedes v. Strickland*, 414 S.E.2d.
134) The reasonable and necessary costs to pursue this action are as follows:

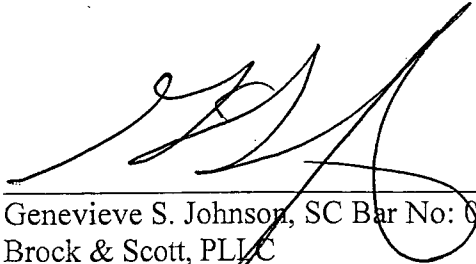
1. Mailing	\$	1.92
2. Motion Fees	\$	31.74
3. Attorney Fee	\$	2,899.00

** Plaintiff's attorney's fees are based on hourly fee approval due to the contested nature of this
action at the rate of \$215.00 per hour for a total to date of \$2,899.00. Counsel seeks leave to

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supplement this affidavit should further fees be incurred for the contested issues associates with this action.

FURTHER THE AFFLIANT SAYETH NOT.

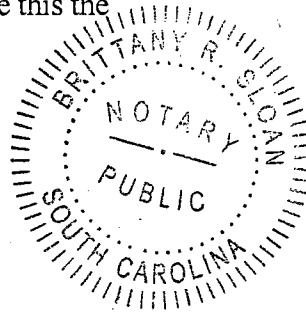

Genevieve S. Johnson, SC Bar No: 078480
Brock & Scott, PLLC
Attorney for the Plaintiff

Sworn to or affirmed, and subscribed before me this the

24 day of March, 2017.

Brittany A. Sloan
Notary Public for South Carolina

Commission Expires: 4/29/2024



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B-1
**STATE OF SOUTH CAROLINA
COMMON PLEAS**

COUNTY OF SPARTANBURG

**Deutsche Bank National Trust Company, as
Trustee for Argent Securities Inc., Asset-Backed
Pass-Through Certificates, Series 2004-W11**
Alleged Plaintiff(s)

vs.

**Geary Thomas Dooly, Eleanor S, Dooly and
United States of America**
Alleged Defendants

IN THE COURT OF

CASE NO.: 2012-CP-42-3027

**COUNTERCLAIM AS ANSWER
TO MOTION FOR SUMMARY
JUDGMENT**

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ALLEGED DEFENDANT'S REPLY TO MOTION FOR SUMMARY JUDGMENT

COMES NOW, geary-thomas: dooly, the living man on behalf of himself and as guardian ad litem for eleanor-s.: dooly, the living woman, both living on the soil of the State of South Carolina, in a special limited appearance, without granting jurisdiction. Alleged Defendants (hereinafter referred to as "Alleged Defendant") denies or denies for lack of information presented in Motion For Summary Judgment, and leaves Plaintiff to its proofs of same and Counterclaims of material facts herein. There is NO VALID loan, the Bank has been paid in full by their sale of Note to investors and bifurcated the alleged mortgage and note without any notification of parties. The amounts claimed, or alleged to be "past due" are false and have no standing to include valid non-corrupt documents.

INTRODUCTION AND MATERIAL FACTS

1. Alleged Defendant's appeal AFFIRMED by South Carolina Court of Appeal

Subsequent to an Order on or about December 31, 2014 by Judge Gordon Cooper that dismissed counterclaims, then other activity, Defendant Appealed to the South Carolina Court of Appeals. [See Exhibit # 1] The Appeal was AFFIRMED on three items as follows:

- A. (their item 5) "the master-in-equity lacked jurisdiction;"
- B. (their item 7) "the master-in-equity erred in dismissing his counterclaims"
- C. (their item 12) "the master-in-equity erred in denying his request for a continuance."

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2. Attorney of Record gaming the Court

In subject Motion, Attorney Genevieve S. Johnson, SC Bar #78480 of the firm BROCK & SCOTT, PLLC stated to the Court on page 3 of 4, "Alleged Defendants appealed the order and the appeals was denied." , however, in fact appeals were AFFIRMED. [See Exhibit # 1] This representation of the facts is GAMING the Court, and merits the firm BROCK & SCOTT, PLLC and specifically Bar # 78480, being barred

from further activity on this case, and sanctioned as the Court may deem appropriate and just.

3. Securitization of Promissory Note and Mortgage

There is no Valid Note held by Deutsche Bank since they or their predecessor monetized the Note by converting it to an investment security and SOLD it bundled with other such documents. Without acknowledging that the Note was SOLD and is now OUT OF Plaintiff's possession, OCWEN Loan Servicing, LLC issued an "AFFIDAVIT OF LOST NOTE" on March 31, 2016 claiming to have "lost the ORIGINAL NOTE". [See Exhibit # 2] . HINT: It was bundled in the Investors package during Securitization! Plaintiff's note was bifurcated from the alleged Mortgage in violation of item 20 of Mortgage document. The exact Loan Number of the Mortgage/Promissory Note in this foreclosure appears in the records as being a part of "CUSIP #040104ME8 as issued by ARGENT SECURITIES INC." As examined by a Bloomberg Expert, and as presented to this Court via a Notarized Statement by said Expert saying that the record reflects that that CUSIP #040104ME8 is "current". [See Exhibit # 3] That sale of that Promissory Note, as signed by alleged defendant(s) predecessor, ended the obligation of Alleged Defendant(s) in that the Bank was PAID IN FULL. This "monitized note" will float around, somewhat like a dollar bill. Any activity to "collect" a Note with such activity may be subject to Federal prosecution.

4. Attorney of Record has NO Standing or Authorization from Plaintiff

Alleged Defendant challenged the legitimacy of the previous "Attorney of Record" in

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a Court Filing in this case. Alleged Defendant was given the run around, and previous Attorney of Record refused to comply with Alleged Defendant's proper request, even given Case Law stating that Alleged Defendants have a full right to a "signed contract between the Plaintiff and the Attorney". Alleged Defendant then, via Certified Mail Green Card returned, contacted Deutsche Bank Officers asking for a copy of such document authorizing the Firm to Foreclose on their behalf. No answer for 30 days. A second such letter was mailed referencing the first letter, quoting the Case Law to Alleged Defendant's right to have a copy AND stating that NO RESPONSE would be construed as affirming that they had no such contract with any Firm to conduct a Foreclosure. [See Exhibit # 4]. Deutsche Bank Officials affirmed that there is/was no such authority given to any firm by failure to respond. Alleged Defendant demanded, and provided Case Law, that BROCK & SCOTT PLLC provide proof of a relationship via written contract, but they FAILED to produce such. There is NO authority for BROCK & SCOTT PLLC to take any action in instant case, nor any authority to establish jurisdiction or standing. NOTE: It is res judicata that contracts between attorneys and their clients are not privileged information. See *Clarke v. American Commerce National Bank*: Clarke v. American Commerce National Bank, 974 F.2d 127 (9th Cir. 1992), [T]he identity of the client, the amount of the fee, the identification of payment by case file name, and the general purpose of the work performed are usually not protected from disclosure by the attorney-client privilege. *Id.* at 129 (citations omitted).

It is demanded that said proof of a valid contract signed by an Officer of Deutsche Bank, either in original ink, or sworn before a Notary to be a valid copy of said contract executed prior to commencement of this foreclosure action. Until such proof is on the record of the court, all

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activity taken by any and all debt collectors claiming that they, in fact, do have authority from Deutsche Bank, without a written, certified Contract of Authority, will be considered to have no merit, to be hearsay, and may be subject to further action.

5. Plaintiff is operating under an invalid Assignment, and this "...chain of title has been corrupted." per John L. O'Brian, Jr., Register of Deeds Southern Essex District.

In instant MOTION, Attorney Genevieve S. Johnson presented a "proof" of a valid "ASSIGNMENT OF MORTGAGE", whereas, IN FACT, that Assignment, as presented, is signed by CRYSTAL MOORE, Vice President of CITI Residential Lending Inc. when, IN FACT, CRYSTAL MOORE has never held any office with any Bank, and AFFIDAVIT PROOF is attached [See Exhibit # 5] that she is a ROBO SURROGATE, FALSE signer. She has signed many assignments of various Banks as various officers in a FALSE and ROBO fashion. Crystal Moore has NEVER been an Officer of any Bank! Furthermore, the Notary Bryan J. Bly was NOT a Notary at the signing of documents as a Notary, and on other Assignments Bryan J. Bly signed as an Officer of a Bank yet never was an officer Note: Copies of such documents are "on the record of this case". Alleged Defendant presented documented proof that ALL FOUR signatures on this FALSE Assignment are, in fact, ROBO SUROGATE FALSE SIGNATURES. That proof as presented to THIS Court [See Exhibit # 5] was given by AFFIDAVIT of John L. O'Brien, Jr. Register of Deeds of Southern Essex District, Salem Mass. , and signed by Mr. O'Brian on "October 3, 2012, under the pains and penalty of perjury." Thus Deutsche Bank does NOT have a valid Assignment to Deutsche Bank as filed with the Clerk Court of Spartanburg County. Further, Deutsche Bank, being aware of such fraudulent activity, would never instigate a foreclosure on the Bank's behalf for fear of exposure in

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Federal Court prosecution. FINALLY, Mr. John L. O'Brien, Jr Register of Deeds of Southern Essex District, Salem Massachusetts stated in his cover letter with his AFFIDAVITS re "the four robo signers" as follows: If you [Alleged Defendant] are currently being foreclosed upon, this AFFIDAVIT may be presented to your attorney, the lender, or the court to show that your chain of title has been corrupted." This statement is part of the above mentioned [See Exhibit # 5] , and Alleged Defendant hereby presents said AFFIDAVITS to the court, and Plaintiff. This Case has no standing without proof that Mr. O'Brien testimony is untrue wherein he would be, in his words, "October 3, 2012, under the pains and penalty of perjury." Alleged Defendant is aware that in other cases, it has been ruled that one cannot question a document to which he is not a party, however, in instant case and instant questioning, the document does contain the named Alleged Defendant, and the questioning does relate to fraud upon the court of using a document that was sworn by affidavit to be corrupt by the Officer of Record of Deeds. Therefore , it is left to the Plaintiff to prove validity of the Assignment Document.

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6. Lack Of Jurisdiction over geary-thomas: dooly, the living man

LACK OF JURISDICTION of Master-in-Equity has been AFFIRMED by the South Carolina Court of Appeals via their Order re Alleged Defendant's Appeal [See Exhibit # 1]. I am geary-thomas: dooly, the living man on the soil of South Carolina. The land that I live on is in the following names: geary-thomas: dooly, the living man, and eleanor-s.: dooly, the living woman. It is published in the Spartan Weekly News in two entries each of April 7,14, & 21, 2016, namely "LEGAL NOTICE: NOTICE OF: QUIT CLAIM ON LAND", and "LEGAL NOTICE: CERTIFICATE OF ASSUMED NAME

FOR A NON-PROFIT, CHARITABLE ORGANIZATION, A SOLE PROPRIETORSHIP, A PARTNERSHIP, A LIMITED PARTNERSHIP, AND OR TRUST".

Therefore, there is no jurisdiction in a Military Court conducted under the Military Flag. Discussions of claims, complaints, or any matter would need to be done in Chancery Court which, I believe, is held in Judges Quarters without an Attorney representing either party.

7. There is no evidence of account and general ledger statement(s) showing full accounting of the alleged obligation that Plaintiff is attempting to collect, or that Plaintiff actually loaned their own money versus lending their credit. NOTE: It has been fully established by Case Law that banks cannot lend their credit .[See Exhibit # 6] for some 25 such case law citings in support of same].

Evidence necessary to resolve and prove the validity and source of funds of Plaintiff's alleged loan would include, as previously demanded:

- a) FR 2046 balance sheet (OMB #s 2046, 2049, 2099, and
- b) FAS 95 Cash Flow Statements, and
- c) 1099 OID report, and
- d) CUSIP number(s), and
- e) SEC Registration # of the pooled trust, and
- f) FWP (free Writing Prospectus)

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COUNTERCLAIMS

COUNTERCLAIM #1. This action is for declaratory and injunctive relief against the Plaintiff and Plaintiff's Attorney of Record, namely Attorney Genevieve S. Johnson, SC Bar #78480 of the firm BROCK & SCOTT, PLLC. , and all other Attorneys of Record and Associated Firms of record.

COUNTERCLAIM #2. As stated in Material Facts Item 2, herein, Attorney Genevieve S. Johnson is "gaming" the court by falsely reporting the ruling of the South Carolina Court of Appeal, and has caused undue damage and stress to/on Alleged Defendant, and injury to the integrity of this court via bad faith. The Appellate ruling does not use the word DENIED anywhere in the ruling, ONLY the word AFFIRMED. [See Exhibit 1]. To interpret "Affirmed" as "Denied" is beyond the scope of belief, leaving one to believe that this Attorney was purposely making a "misrepresentation" which per SC Rules of Professional Conduct, Rule 8.4, is not acceptable. Due to the severity of this act alone, Alleged Defendant DEMANDS the Plaintiff's case be dismissed with prejudice and for fraud on the Court , and for all other relief to which this Court finds Alleged Defendant entitled.

COUNTERCLAIM #3. As detailed in Material Facts, Item 3, it has been proven on the record of this Case 2012-CP-42-03027 that the exact Loan Number associated with subject Loan/Mortgage/Foreclosure is recorded within Securitization identified with CUSIP #40104ME8 as issued by ARGENT SECURITIES INC. [See Exhibit #3 to see proof] Alleged Defendant Claims that the Mortgage and Promissory Note has been bifurcated in violation of item 20 of the Mortgage Agreement, thus violating the integrity

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of the Contract. Alleged Defendant claims that Attorneys of record have failed to acknowledge this presentation and claim, knowing that they have no standing in this case even IF they had a Contract from Plaintiff. As to separation of promissory note from Mortgage, in property law, it is an accepted principle that one person holds both the promissory note and the deed of trust/mortgage. If the two documents are separated or bifurcated, the note becomes unsecured, making it impossible for the note holder to foreclose. Therefore, because MERS, a Bank, or a similar entity does not hold the promissory note, its future assignments of the mortgage/deed of trust to new assignees separate from the note have no legal force. See In re Wilhelm, 407 B.R. 392 (Bankr. D. Idaho 2009).

Therefore, Alleged Defendant DEMANDS the Plaintiff's case be dismissed with prejudice and for fraud on the Court, or lack of standing, or lack of jurisdiction, and for all other relief to which this Court finds Alleged Defendant entitled.

COUNTERCLAIM #4. As detailed under Material Fact #4, Attorneys of Record have failed to comply with necessary document(s) to establish standing and authorization to conduct foreclosure in this Case. All parties have been provided with Case Law as to the right a defendant has to such information to establish standing, authority, or jurisdiction, as detailed in Material Fact #4. Furthermore, as stated in Material Fact #4, Alleged Defendant established that Deutsche Bank (Alleged Plaintiff) has NOT entered any Contract for foreclosure by a non-response via USPS Certified mailings [See Exhibit # 4]. Alleged Defendant hereby claims that this failure to comply with such a minor

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request for rightfully needed documentation is an admission that there is, in fact, NO such Contract of Authority from Plaintiff to Attorney of Record, or any previous Attorney of record, that is dated prior to filing foreclosure. Failure to present proof of standing with one simple document, a Contract of Authority, is an act of bad faith to withhold such from Alleged Defendant and this Court. Alleged Defendant claims that Brock & Scott PLLC is masquerading as "collection agents" with no authority, and Alleged Defendant DEMANDS the Plaintiff's case be dismissed with prejudice and for fraud on the Court and for all other relief to which this Court finds Alleged Defendant entitled. Furthermore Alleged Defendant moves the Court to order presentment of a Contract signed by an Officer of Deutsche Bank dated prior to the start of Case 2012-CP-42-03027 before proceeding with instant Case.

COUNTERCLAIM #5. Alleged Defendant Claims Plaintiff and Attorney of Record are operating under a known false assignment of instant Mortgage as detailed in Material Fact #5, AND that the "chain of title has been corrupt" as stated in MATERIAL FACT #5. Assignment presented has NO valid signature, as proven by Affidavit from Mr. John L. O'Brian, Jr. Register of Deeds of Southern Essex District, Salem Mass, executed on "October 3, 2012, under the pains and penalty of perjury [See Exhibit # 5]. On CRYSTAL MOORE, signed the Assignment as VICE PRESIDENT of CITI Residential Lending Inc., and Mr. O'Brian, under oath, states that Crystal Moore is a ROBO SURROGATE signer. Alleged Defendant has notified the Clerk of Court of Spartanburg County of this fraudulent document on the record,[See Exhibit # 7] and has entered same

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on the record of instant Case 2012-CP-42-3027. With said proof of false Assignment, AND "corrupted title", Alleged Defendant DEMANDS the Plaintiff's case be dismissed with prejudice and for fraud on the Court by presenting known false documents,, AND having knowledge that they only held a "corrupt title", and for all other relief to which this Court finds Alleged Defendant entitled.

Furthermore, Alleged Defendant DEMANDS that the current Attorney Firm of record should be charged by the court as acting in bad faith, in that, they knew, or should have known, with all the proof PREVIOUSLY recorded in this Case, that they were bringing foreclosure motion(s) on a case laced with fraud, error, corrupt documents, no standing, no jurisdiction, and even errors or the part of the court. It is time to dismiss this Case Number 2012-CP-CP-03027 with prejudice.

COUNTERCLAIM #6: Alleged Defendant claims that there is no jurisdiction in Court of Common Pleas over the living man, and that any settlement of an issue would occur in the Court of Chancery of South Carolina. The South Carolina Court of Appeals via their Order re Alleged Defendant's Appeal AFFIRMED "Lack of Jurisdiction" [See Exhibit # 1]. I am geary-thomas: dooly, the living man on the soil of South Carolina. The land that I live on is in the following names: geary-thomas: dooly, the living man, and eleanor-s.: dooly, the living woman. It was so published in the Spartan Weekly News in two entries each of April 7,14, & 21, 2016, namely "LEGAL NOTICE: NOTICE OF QUIT CLAIM ON LAND", and "LEGAL NOTICE: CERTIFICATE OF ASSUMED NAME FOR A NON-PROFIT, CHARITABLE ORGANIZATION, A SOLE

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PROPRIETORSHIP, A PARTNERSHIP, A LIMITED PARTNERSHIP, AND OR TRUST". The Court of Common Pleas of Spartanburg County is a Military Court operating under a Military flag with no jurisdiction over the living man. Settlements with the living man would be settled in Chancery Court. Alleged Defendant DEMANDS that Plaintiff's case be dismissed with prejudice and for lack of jurisdiction in this Court, and for all other relief to which this Court finds Alleged Defendant entitled.

COUNTERCLAIM #7: Alleged Defendant claims Plaintiff loaned bank Credit which has been shown to have no standing by numerous Case Law instances . Alleged Defendant has provided some 25 such Cases. [See Exhibit # 6]. Alleged Defendant as demanded in previous filings, does hereby demands that at least the following documents to establish source of funds:

- a) FR 2046 balance sheet (OMB #s 2046, 2049, 2099, and
- b) FAS 95 Cash Flow Statements, and
- c) 1099 OID report, and
- d) CUSIP number(s), and
- e) SEC Registration # of the pooled trust, and
- f) FWP (free Writing Prospectus)

Alleged Defendant has requested these documents in previous filings, however, Attorneys of record have ignored to prove source of funds loaned via these documents.

Lacking proof of source of funds, Alleged Defendant DEMANDS that Plaintiff's case be dismissed with prejudice and for lack of proof of funds, and for all other relief to which this Court finds Alleged Defendant entitled. Further, Alleged Defendant moves the

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Court to Order presentation of these and/or other documents to establish source of funds to continue this Case.

COUNTERCLAIM #8: In this Case 2012-CP-42-03027 there has not been a single time that anyone with firsthand knowledge has presented anything from anyone before the court having firsthand knowledge. ALL has been hear-say. Alleged Defendant demands that all future presentation be made by a man or woman with first hand information. First hand testimony could only be presented by the living man or woman involved in any action. Alleged Defendant moves the Court to instruct Attorney(s) of record to only present first hand testimony by first hand witness.

WHEREFORE,

Alleged Defendant prays that the Court

i.) DISMISS WITH PREJUDICE, the Plaintiff's **AFFIDAVIT OF AMOUNT DUE**, and

ii.) the Plaintiff's **NOTICE OF MOTION AND MOTION FOR SUMMARY JUDGMENT**, and

iii.) that the Court dismiss this Case with prejudice per presentations in Counterclaims #1 thru #8.

FURTHERMORE,

Alleged Defendant DEMANDS that, if Deutsche Bank, Alleged plaintiff, desires

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to discuss anything with geary-thomas: dooly, the living man, such discussion can occur with any living man, or living woman that holds an office in that bank at their convenience at any location in Spartanburg, South Carolina, or in the Judges quarters of Chancery Court of South Carolina with permission from that Judge.

FURTHERMORE,

Any detail of Material Facts #1 thru #7 are incorporated in all Counterclaims.

FURTHERMORE,

Alleged Defendant reserves the right to amend this filing or to make future filing in Case 2012-CP-42-03027.

Date: 4th day of April, 2017

Without prejudice - All rights reserved.
Signed reserving all my rights at UCC 1-207 & 1-308.
geary-thomas: dooly, the living man
c/o Post Office Box 3326
Spartanburg, South Carolina [29304]

geary-thomas: dooly, the living man

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PROOF OF SERVICE:

I, geary-thomas: dooly, certify that, I have filed this document with Clerk of Court Spartanburg, South Carolina, and served all parties below a true and correct copy of this document on this 4th day of April 2017 by sending it via United States Postal Service with proper postage to all parties as follows:

✓ BROCK & SCOTT PLLC

Attn: Genevieve S. Johnson, SC Bar # 78480, et al
3800 Fernandina Road, Suite 110
Columbia, South Carolina 29210

The Honorable Gordon G. Cooper
Spartanburg County Master In Equity
POBox 5666
Spartanburg, South Carolina 29304

geary-thomas: dooly, the living man

geary-thomas: dooly, the living man

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EXHIBIT #1
Pg 1-4

The South Carolina Court of Appeals

JENNY ABBOTT KITCHINGS
CLERK

V. CLAIRE ALLEN
DEPUTY CLERK

POST OFFICE BOX 11829
COLUMBIA, SOUTH CAROLINA 29211
1220 SENATE STREET
COLUMBIA, SOUTH CAROLINA 29201
TELEPHONE: (803) 734-1890
FAX: (803) 734-1839
www.sccourts.org

August 12, 2015

Geary Thomas Dooly
Post Office Box 3326
Spartanburg SC 29304

Ms. Sarah Rachelle Anderson, Esquire
Poinsett Plaza, 9Th Floor
104 South Main Street
Greenville SC 29601

Mr. Giles M. Schanen, Jr., Esquire
PO Box 10084
Greenville SC 29603

Re: Deutsche Bank v. Geary Thomas Dooly
Appellate Case No. 2014-000600

Dear Counsel and Mr. Dooly:

Enclosed is the decision of the Court. The remittitur will be sent as provided by Rule 221(b) of the South Carolina Appellate Court Rules.

Very truly yours,

Jenny Abbott Kitchings

CLERK

cc: The Honorable Gordon G. Cooper

8-12-15 ROA-310
AFFIRMED 8-12-15
KH

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

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

Deutsche Bank National Trust Company, as Trustee for
Argent Securities, Inc., Asset-Backed Pass-Through
Certificates, Series 2004-W11, Respondent,

v.

Geary Thomas Dooly, Eleanor S. Dooly, and United
States of America, Defendants,

Of whom Geary Thomas Dooly is the Appellant.

Appellate Case No. 2014-000600

Appeal From Spartanburg County
Gordon G. Cooper, Master-in-Equity

Unpublished Opinion No. 2015-UP-404
Submitted May 1, 2015 – Filed August 12, 2015

AFFIRMED

Geary Thomas Dooly, pro se, of Spartanburg.

Giles M. Schanen, Jr., and Sarah Rachelle Anderson,
both of Nelson Mullins Riley & Scarborough, LLP, of
Greenville, for Respondent.

PER CURIAM: Geary Thomas Dooly appeals the master-in-equity's order dismissing his counterclaims with prejudice. On appeal, Dooly argues (1) this case was wrought with fraud, deception, and acts of bad faith; (2) Deutsche Bank National Trust Company's (the Bank's) counsel failed to establish their authority and jurisdiction to represent the Bank; (3) the Bank failed to provide a signed contractual agreement delegating authority to its counsel; (4) the Bank failed to reply, defend, or comply with the allegations presented in his Third Amended Counterclaim; (5) the master-in-equity lacked jurisdiction; (6) the circuit court failed to schedule a hearing on his motion to reconsider its order; (7) the master-in-equity erred in dismissing his counterclaims; (8) the circuit court erred in declining to grant his request for a continuance; (9) the circuit court erred in dismissing his counterclaims; (10) the circuit court ignored his motion to reconsider; (11) this case should be dismissed due to the bad faith and fraudulent actions of the Bank's counsel; and (12) the master-in-equity erred in denying his request for a continuance. We affirm pursuant to Rule 220(b), SCACR, and the following authorities:

1. As to Issue Five: Rule 53(b), SCRCP ("In an action . . . for foreclosure, some or all of the causes of action in a case may be referred to a master . . . by order of a circuit judge or the clerk of court."); Rule 53(c), SCRCP ("Once referred, the master . . . shall exercise all power and authority which a circuit judge sitting without a jury would have in a similar matter."); Rule 71(a), SCRCP ("Actions to foreclose liens or obtain partition of real property shall be tried by the court, and shall ordinarily be referred to a master pursuant to Rule 53."); *Eddins v. Eddins*, 304 S.C. 133, 135, 403 S.E.2d 164, 166 (Ct. App. 1991) ("[I]n construing an ambiguous order or decree, the determinative factor is to ascertain the intent of the judge who wrote the order."); *id.* at 136, 403 S.E.2d at 166 ("[T]he interpretation or construction of a judgment must be characterized by justice and fairness." (quoting 46 Am. Jur. 2d *Judgments* § 73 (1969))).

2. As to Issue Seven: *Judy v. Martin*, 381 S.C. 455, 459, 674 S.E.2d 151, 153 (2009) ("[A]n unappealed ruling becomes the law of the case and precludes further consideration of the issue on appeal." (citing *In re Morrison*, 321 S.C. 370, 372 n.2, 468 S.E.2d 651, 652 n.2 (1996))); Rule 59(e), SCRCP ("A motion to alter or amend the judgment shall be served not later than [ten] days after receipt of written notice of the entry of the order.").

3. As to Issue Twelve: *First Sav. Bank v. McLean*, 314 S.C. 361, 362, 444 S.E.2d 513, 514 (1994) ("A motion for continuance is within the sound discretion of the [circuit] court and the ruling will not be reversed without a clear showing of abuse."); *Purex Corp. v. Walker*, 278 S.C. 388, 390, 296 S.E.2d 868, 869 (1982)

("Whether a judge does or does not abuse his discretion depends upon the facts before him at the time.").

4. As to the remaining issues: *Wilder Corp. v. Wilke*, 330 S.C. 71, 76, 497 S.E.2d 731, 733 (1998) ("[A]n issue cannot be raised for the first time on appeal, but must have been raised to and ruled upon by the trial judge to be preserved for appellate review."); *Elam v. S.C. Dep't of Transp.*, 361 S.C. 9, 25, 602 S.E.2d 772, 780 (2004) ("If a party is unsure whether he properly raised all issues and obtained a ruling, he must file a Rule 59(e)[, SCRPC,] motion or an appellate court may later determine the issue or argument is not preserved for review.").

AFFIRMED.¹

FEW, C.J., and HUFF and WILLIAMS, JJ., concur.

¹ We decide this case without oral argument pursuant to Rule 215, SCACR.

AFFIDAVIT OF LOST NOTE

I, William J Sachelari, being duly sworn, do hereby state under oath that:

1. I am an Authorized Signer for Ocwen Loan Servicing, LLC ("Ocwen"). Ocwen is the authorized servicing agent for the loan and identifies it with loan number 7142535538
2. The original terms of the Note, as evidenced by the copies attached hereto, are as follows:

a.	Note Date	July 30, 2004
b.	Borrower(s):	Geary Thomas Dooly and Eleanor S Dooly
c.	Original Lender:	Argent Mortgage Company, LLC
d.	Original Loan Amount:	\$152,800.00
e.	Interest Rate (initial rate if ARM):	7.250%
f.	Address of mortgaged property:	690 Zion Hill Road, Spartanburg, SC 29307

3. Ocwen has made a good faith, diligent search and inquiry to locate the original Note in accordance with Ocwen's policies and procedures, as follows:
 - a. Checked with all parties that have ever worked or touched this loan.
 - b. Checked all Storage Vendors and Custodians, as applicable and the original Note has been lost or destroyed and is not in the custody of the servicer.
4. To the best of my knowledge, the original Note has not been satisfied, pledged, assigned or hypothecated.

EXECUTED THIS MAR 31 2016
ON BEHALF OF OCWEN LOAN SERVICING, LLC BY:

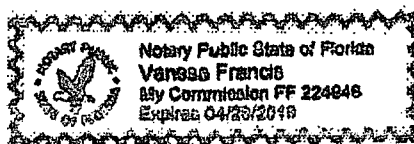
William J Sachelari
William J Sachelari, Its Authorized Signer

STATE OF FLORIDA
COUNTY OF PALM BEACH

This record was signed or attested before me
this 31st day of MARCH, 2016 by William J Sachelari

Vanessa Francis
Signature of Notary Public

Vanessa Francis



ROA 314

COPY

Geary Thomas Dooly & Eleanor S. Dooly;

Property Located:

690 Zion Hill Road

Spartanburg, South Carolina 29307

AFFIDAVIT OF CLAYTON CHERRY

I, CLAYTON CHERRY, hereby declare and state:

1. I am over twenty-one years of age, a citizen of the United States in the State of Illinois. I have full personal knowledge of the facts contained herein under penalty of perjury that the facts stated herein are true, correct and complete. The undersigned believes them to be true and admissible as evidence in court of law and if called upon as a witness I am competent to testify thereto under the laws of the State of South Carolina.

QUALIFICATIONS

2. In 2006, I began studying mortgage securitization and became a Certified Mortgage Securitization Auditor in the State of Illinois. In 2011 I became a certified and licensed subscriber through the Bloomberg Terminal, where users can monitor and analyze real-time financial market data movements. I use specialty, licensed software (Bloomberg LP). Bloomberg provides numerous financial software tools, data services and news to financial companies and organizations around the world through the terminal via its Bloomberg Professional Service. This permits Investors/Certificate Holders and licensed users to access any named "Trust-Entity". I can see each Mortgage Note that is held inside the "Trust-Entity", and I can see its current status in real time. I have the knowledge and experience to perform these searches with reliable accuracy.

3. I have undergone the recommended training and I voluntarily engage in continuing education with Bloomberg, both online and at the Bloomberg Chicago facility to stay abreast of Bloomberg Professional Service's latest developments. I have the requisite knowledge and the trained ability to navigate and perform effective searches on the Bloomberg Terminal in regards to automatic tracking and determination of Security Instruments or Securities. I have personal knowledge of the information retrieved from the terminals and experience to render opinions in the topic areas related to securitization of mortgage loans, and derivatives. I am available for court appearances, in person, or via telephone 1(630) 768-8383 for further clarification or explanation of the information provided herein.

FACTS

4. On July 21, 2012, I personally investigated the documents of the Mortgage/ Security Instrument and Note provided by Geary Thomas Dooly & Eleanor S. Dooly ("The Mortgagor") with regard to the Subject Property,

5. I have no interest in the property located at 690 Zion Hill Road. Spartanburg, South Carolina 29307, ("the Subject Property") and no connection, financial or otherwise, with any of the parties to this case, other than me providing the Bloomberg related data discussed herein. The contents of this report are factual, but it is provided for information purposes only and is not to be construed as legal advice.

6. On August 3, 2012, I researched the Bloomberg Database at the request of Geary Thomas Dooly & Eleanor S. Dooly whose property address is noted herein above.

7. Based on the information I have received, Geary Thomas Dooly & Eleanor S. Dooly signed a Mortgage/Security Instrument and a Note with "Argent Securities Inc." in the Amount of \$152,800 on July 30, 2004 with **Loan Number:** 0060029394.

8. The Bloomberg Database tracked **Loan Number:** 0060029394 and was identified in Trust named ARSI 2004-W11 and is attached hereto as **Exhibit "A"** (Highlighted in the red areas of the screenshot), this exhibit shows the **Original Loan Number:** 0060029394 **Original Loan Amount:** \$152,800 **Interest Rate:** 7.25% **Type Loan:** Fixed **Status:** Current **Zip Code:** 29307.

9. Pursuant to my research, I found Geary Thomas Dooly & Eleanor S. Dooly's Loan Number: 0060029394 which was split apart separating the mortgage from the note. Also, I found the note was deposited separately into multiple classes of the ARSI 2004-W11 Trust. See Exhibit "B" (highlighted in the red areas of the screenshot), this exhibit shows there are a total of (19) Classes/Tranches at this time divided into their multiple CUSIP Numbers. CUSIP is a 9-character Alphanumeric Code identifying any North American Security for the purpose to facilitating clearings and settlement of trades of the Classes. Geary Thomas Dooly & Eleanor S. Dooly's note has been placed into (18) Classes out of the (19) Classes. Currently there are a total (8) Active Classes of the (19) Classes, also there are a total of (10) Classes Paid Down/Paid Off of the (19) Classes.

10. During my research in one of the Active Classes, I selected the CUSIP # 040104ME8 in the ARSI 2004-W11 Trust, attached hereto as Exhibit "C" (highlighted in the red areas of the screenshot), Security Description currently shows pay outs to the Certificate Holders with monthly dates with payments in interest, coupon rate and principal payments which are paid out in the order of the maturity date.

11. The accurate identification of **Loan Number: 0060029394** in the ARSI 2004-W11 Trust was based on the following Information that the Bloomberg Database provided to which corresponds exactly with Geary Thomas Dooly & Eleanor S. Dooly's documentation attached hereto as Exhibit "D" (highlighted in the red areas of screenshot), this exhibit shows the following "Active Loan Details" **Original Loan Number: 0060029394 Original Loan Amount: \$152,800 Interest Rate: 7.25% Type Loan: Fixed Zip Code: 29307**, which continues to show active status.

12. Bloomberg Database searched information on loans which have been liquidated and deleted from the ARSI 2004-W11 Trust, in the event that the Trust-Entity suffered any loss or injury. See Exhibit "E" (highlighted in the red areas of the screenshot), this Exhibit shows that neither Geary Thomas Dooly & Eleanor S. Dooly's **Loan Number:** 0060029394 and the **Original Loan Amount:** \$152,800 has not been liquidated out of the trust.

CONCLUSION

13. The fact that Geary Thomas Dooly & Eleanor S. Dooly's alleged note has been identified as collateral for an "Actively Trading Asset" which is currently performing as a basis for the Certificate Holders of the trust with monthly pay outs that shows current to date, this leads me to question the accuracy of any claims that this loan is in default. Geary Thomas Dooly & Eleanor S. Dooly's alleged loan is currently active with the **Current Balance of \$137,774** Geary Thomas Dooly & Eleanor S. Dooly's alleged loan continues to be paid down as it remains in the Trust. Therefore the Trust-Entity has not suffered any loss or damage from the loan herein.

Further affiant sayeth not.

By: Clayton Cherry
Clayton Cherry

Certified Mortgage Securitization Auditor/Bloomberg Specialist

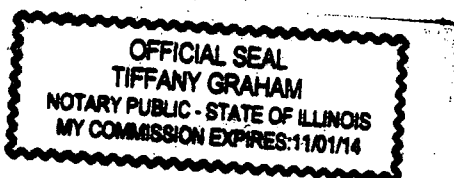
8/31/12
Date

Clayton Cherry
Clayton Cherry

Signed and sworn to before me, a Notary Public for and in the County of Will, State of Illinois on this 31st day of August, 2012.

[Signature]
Notary Public

My Commission expires 11/01/2014



<-ELP> for explanation.

Mtge **LFND**

1) Export Feedback

Search By

• Orig Loan Amount

• Loan Number

0060029394

Orig Date

ZIP

Residential Loan Search

Found 1 loans

Loan	Issuer	Series	Group	Status	Orig Balance	Rate Type	Orig Date	Zip
100 0060029394	ARSI	2004-W11	0, 2	Current	152,800	7.25 FIXED	09/2004	29307

Australia 61 2 9777 8600 Brazil 5511 3048 4500 Europe 44 20 7330 7500 Germany 49 69 9204 1210 Hong Kong 852 2977 6000
 Japan 81 3 3201 8900 Singapore 65 6212 1000 U.S. 1 212 318 2000
 SN 779158 EDT GMT-4:00 H453-5319-0 03-Aug-2012 02:32:06

R0A 320

EXHIBIT A 3 PP 6-10

<HELP> for explanation.
Security not found

Mtge **LFND**

95 Options

ARSI 2004-W11 ARGENT SECURITIES INC.

View All Classes
19 Classes

Template Agency

CF Class	Orig(000)	Cpn	OWAL	Factor	Cusip	Description	Group Des
1) Pd A1	1,012,000	3.579	2.66	0.0000	040104ME9	FLT, STEP, IRC, AS	1: CONFORMING
2) Pd A2	147,500	4.010	1.00	0.0000	040104MB4	FLT, STEP, IRC, AS	2: NONCONFORM
3) Pd A3	182,400	5.680	2.82	0.0000	040104MC2	FLT, STEP, IRC, AS	2: NONCONFORM
4) Pd A4	39,600	6.055	9.23	0.0000	040104MD0	FLT, STEP, IRC, AS	2: NONCONFORM
5) * M1	49,500	0.866	5.70	0.6918	040104ME8	MEZ, FLT, STEP, IRC, NAS	ALL collateral
6) * M2	55,800	0.946	5.59	1.0000	040104MF5	MEZ, FLT, STEP, IRC, NAS	ALL collateral
7) * M3	53,100	0.996	5.52	0.8502	040104MG3	MEZ, FLT, STEP, IRC, NAS	ALL collateral
8) * M4	31,500	1.096	5.46	0.3300	040104MJ7	MEZ, FLT, STEP, IRC, NAS	ALL collateral
9) * M5	32,400	1.446	5.42	0.3776	040104MK4	MEZ, FLT, STEP, IRC, NAS	ALL collateral
10) * M6	26,100	1.496	5.39	0.4650	040104ML2	MEZ, FLT, STEP, IRC, NAS	ALL collateral
11) * M7	25,200	1.646	5.34	0.5831	040104MM0	MEZ, FLT, STEP, IRC, NAS	ALL collateral
12) * M8	25,200	2.246	5.30	0.1553	040104MN8	MEZ, FLT, STEP, IRC, NAS	ALL collateral
13) Pd M9	22,500	2.436	5.24	0.0000	040104MP3	MEZ, FLT, STEP, IRC, NAS	ALL collateral
14) Pd M10	18,000	3.756	5.18	0.0000	040104MQ1	MEZ, FLT, STEP, IRC, NAS	ALL collateral
15) Pd M11	18,000	2.731	0.00	0.0000	040104MS7	MEZ, FLT, STEP, IRC, NAS	ALL collateral
16) Pd CE	61,200	0.000	0.00	0.0000	040104MT5	SUB, EXE	ALL collateral
17) Pd P	0	0.000	0.00	0.0000	040104MU2	SUB	ALL collateral
18) R	0	0.000	0.00	0.0000	040104MV0	R	ALL collateral
19) RX	0	0.000	0.00	0.0000	040104MW8	R	ALL collateral

Australia 61 3 9777 8600 Brazil 5511 3048 4500 Europe 44 20 7330 7500 Germany 49 69 9204 1210 Hong Kong 852 2977 6000
Japan 81 3 3201 8900 Singapore 65 6212 1000 U.S. 1 212 318 2000 Copyright 2012 Bloomberg Finance L.P.
SN 779158 EDT GMT-4:00 H453-5319-0 03-Aug-2012 02:32:50

EXHIBIT #3 - Pg 7-10

R04321

Security Description

Exhibit "C"

!!00GTGX Mtge DES

Mtge **DES**

Bloomberg
FIDS

65
1511

SECURITY DESCRIPTION

Page 1 of 3

ARSI 2004-W11 M1

.8662% 11/25/34

CUSIP: 040104ME8 Issuer: ARGENT SECURITIES INC.

8 Pro 17 Docs

Series 2004-W11 Class M1 → Col Mtg 11/25/34

5) HOME EQTY: MEZ,FLT,STEP,IRC,NAS

4) FLOATER FORMULA
=
1xLIBOR01M
+62BP
Avail Funds Cap
Flr=0.62% @0%
Monthly reset

1) Fitch AA+
S&P AA+
MDY Aa3
DBRS AAA *

CALLABLE

6) Lead Mgr: RGW
Trustee: DBT

12) VOLATILITY
C.FLUX 0.0 ○

CURRENT	
Jul12	34,245,931
" Fact	.691836997
Jul12 Cpn	.8662%
Next Paymt	8/27/12
Rcd date	8/26/12
Beg accrue	7/25/12
End accrue	8/26/12
Next reset	8/27/12
Class/Grp Pct	18%

ORIGINAL ISSUE	
USD	49,500,000
WAL	5.7Yr @ 4PPS
1st coupon	2.46%
1st paymnt	11/26/04
1st settle	10/ 8/04
Dated date	10/ 8/04
px 100-00	10/ 6/04
1st reset	11/26/04
Class/Grp Pct	2.8%

Monthly PAYMENT
pays 25th day
0 day delay
accrues ACT/360

65) Personal Notes

14) Identifiers

2)

RESB/C 5.092 S 260wam 5.59wac
TRACE Eligible
SMMEA: Yes
DTC Book Entry
DTC SameDay

129	161	182	178	4	37	65	135	137	127	128	100
7.7	9.7	10.9	10.7	2.6	5.8	3.9	11.7	4.0	5.8	7.7	6.8
.69	.69	.69	.69	.69	.69	.69	.69	.69	.69	.69	.69
0.87	0.87	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.85	0.84

See Page 3 for Comments.

MinSize 25000 Incr 1

Australia 61 2 9777 8600 Brazil 5511 3048 4500 Europe 44 20 7330 7500 Germany 49 69 9204 1210 Hong Kong 852 2977 6000
Japan 81 3 3201 8900 Singapore 65 6212 1000 U.S. 1 212 318 2000 Copyright 2012 Bloomberg Finance L.P.
SN 779158 EDT GMT-4:00 H453-5319-1 03-Aug-2012 02:42:52

ROA 322

EXHIBIT 43 Pg 8-10

Exhibit "D"

<HELP> for explanation.
<MENU> Return to Previous Screen.

ARSI 2004-W11

As of: 07/12

ALL

Active Loans

Australia 61 2 9777 8600 Brazil 5511 3048 4500 Europe 44 20 7330 7500 Germany 49 69 9204 1210 Hong Kong 852 2977 6000
Japan 81 3 3201 8900 Singapore 65 6212 1000 U.S. 1 212 318 2000 Copyright 2012 Bloomberg Finance L.P.
SN 779158 EDT GMT-4:00 H453-5319-0 03-Aug-2012 02:36:45

EXHIBIT #3 PG 9-10

Exhibit "E"

<-EOP> for explanation.
<MENU> Return to Previous Screen.

Loan Details

As of: 07/12

1209 32x

EXHIBIT #3 Pg 10-10

Geary-Thomas: Dooly
c/o P.O.Box 3326
Spartanburg, SC 29304
864 978-3426

August 11, 2014

Deutsche Bank National Trust Company, as Trustee
1761 East St. Andrews Place
Santa Ana, CA 92705-4934

Attn: David Co, Director
Attn: Any replacement official of David Co for Deutsche Bank
Attn: CEO of Deutsche Bank National Trust Company, as Trustee
Attn: any party that can address the FOIA request herein

Gentlemen,

Please note that your alleged legal/counsel representative(s) is foreclosing on a property in South Carolina and claims to have a contract with you to bring this action on your behalf and in the name of DEUTSCHE BANK NATIONAL TRUST COMPANY, Trustee for Argent Securities Inc., Asset-backed Pass-Through Certificates, Series 2004-W11.

Furthermore, I have requested a verification of the above alleged contract via a copy of same, however, your alleged legal counsel claims such information is not privy to me. Note that I provided them and, now, you, with the following case law re this subject:

It is res judicata that contracts between attorneys and their clients are not privileged information. See *Clarke v. American Commerce National Bank*:

Clarke v. American Commerce National Bank, 974 F.2d 127 (9th Cir. 1992), [T]he identity of the client, the amount of the fee, the identification of payment by case file name, and the general purpose of the

Pg 43

204 325

EXHIBIT #7
Pg 2-7
EXHIBIT #4

work performed are usually not protected from disclosure by the attorney-client privilege. Id. at 129 (citations omitted).

Via Freedom Of Information Act (FOIA) 5 U.S.C. Section 552, et al, I hereby respectfully demand an information copy of any and all contracts you have with the below named Attorney Firms as relates to the following foreclosure Case 2012-CP-42-3027 DEUTSCHE BANK NATIONAL TRUST COMPANY, Trustee for Argent Securities Inc., Asset-backed Pass-Through Certificates, Series 2004-W11 wherein you are bringing this action of foreclosure claiming to have a real interest therein. Instant action is brought in The Court of Common Pleas of Spartanburg, South Carolina in reference to property at or near 690 Zion Hill Road. For an Attorney to bring such action on your behalf, he must first have a written signed contract from you. One of the Attorneys has responded to INTERROGATORIES requesting proof of your authorizing document. In their response via a 2 page letter (see attachment 1-A) they claim to have "proper authorization", but refuse to show proof of same via a copy of your Letter of Authorization to Foreclose on Your Behalf. Again, I request a copy of that authorization contract from Deutsche Bank National Trust Company as Trustee to either or both of the below named attorney firms in accord with the FOIA 5 U.S.C. Section 552, et al. Of course, you may redact from that contract dollar amounts or any strategy information that may weaken your contract with the Attorney, but leave the essence of the Contract giving your authority to foreclose on your behalf.

FURTHERMORE, in the event that you do not have, or claim to not have, such Contract of Authority with either of the below named Attorney Firms, please respond in writing in accord with FOIA stating same, or making any clarification information that may resolve the matter.

FINALLY, a non-response to this request will be considered by the writer as information being withheld in collusion with parties bringing this action for and in the name of Deutsche Bank National Trust Company. Time is of the essence with a response within 14 days of receipt hereof.

There are two (2) Attorney Firms associated with instant case as follows:

Pg 2-3

ROA 326

Pf3-7
EXHIBIT #4

1) Johnson and Freeman, LLC via Nicholas N. Sears, Jr.; Lora Stuart Camp; Tiffany H Wolf; Summer Hughes Smoot; et al located at 1587 Northeast Expressway Atlanta, Georgia 30329 Phone: 770-234-9187

2) Nelson Mullins Riley & Scarborough LLP via Giles M. Schanen, Jr.; Kimberly N. Renaud; et al located at 104 South Main Street Greenville, South Carolina 29601. Phone: 864-250-2300.

Time is of the essence, therefore, I thank you for a prompt reply.

Sincerely,
Geary Thomas Dooly

U.S. Postal Service
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information, visit our website at www.usps.com

OFFICIAL U.S. POSTAGE

Postage	\$ 40.00
Certified Fee	\$ 3.00
Return Receipt Fee (Endorsement Required)	\$ 2.75
Restricted Delivery Fee (Endorsement Required)	\$ 0.00
Total Postage & Fees	\$ 45.75

Postmark Here
AUG 1 1 2014
PRATON SC

Sent To: Deutsche Bank NATL Trust Co AS TRUSTEE
Street, Apt. No., or PO Box No. 1761 E. ST. ANDREWS PL
City, State, ZIP+4 SANTA ANA, CA 92705-4934

PS Form 3800, August 2006 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
1. Article Addressed to: <u>Deutsche Bank National Trust Co</u> <u>ATTN: DAVID CO, ET AL</u> <u>1761 East St. Andrews Pl</u> <u>SANTA ANA, CA</u> <u>92705-4934</u>	A. Signature <u>[Signature]</u> ☐ Agent ☒ Addressee B. Received by (Print Name) <u>[Signature]</u> C. Date of Delivery <u>8/14</u> D. Is delivery address different from item 1? ☐ Yes ☒ No If YES, enter delivery address below:
2. Article Number (Transfer from service label) <u>7013 2630 0001 0534 6241</u>	3. Service Type ☒ Certified Mail® ☐ Priority Mail Express™ ☐ Registered ☐ Return Receipt for Merchandise ☐ Insured Mail ☐ Collect on Delivery
4. Restricted Delivery? (Extra Fee) ☐ Yes	

PS Form 3811, July 2013 Domestic Return Receipt

Pg 3-3

ROA 327

EXHIBIT #4
Pg 4-7
EXHIBIT #4

Geary-Thomas: Dooly
c/o P.O.Box 3326
Spartanburg, SC 29304
864 978-3426

SENT VIA CERT. MAIL
#7014-DS10-0000-1149-6889

September 26, 2014

SIGNED GREEN AND RETURNED
SEE ATTACHED PG 4/4

Deutsche Bank National Trust Company, as Trustee
1761 East St. Andrews Place
Santa Ana, CA 92705-4934

Subject: Default letter on FOIA request/Demand. Reply within 72 hours

Attn: David Co, Director

Attn: Any replacement official of David Co for Deutsche Bank

Attn: CEO of Deutsche Bank National Trust Company, as Trustee

Attn: any party that can address the FOIA request herein

Gentlemen,

On or about August 11, 2014, I respectfully requested some important information in accord with Freedom of Information Act (FOIA) 5 U.S.C. Section 552, et al. That communication appears below, this letter.

You are in default of that FOIA Request/Demand even though I have given you extended ample time,

THEREFORE, this letter is being sent to provide you an opportunity to cure that default by promptly providing the information demanded within 72 hours after receipt of this letter. Your failure to cure said default will result in your admission that you do not have a written contract allowing the subject Attorney(s) to foreclose on instant property in the case identified below, AND that NOW knowing that such foreclosure IS being conducted IN

Page 1 of 4

ROA 328

YOUR NAME as YOUR counsel, YOU are acting in collusion with the identified Attorney(s) and identified Attorney Firms which is in our opinion illegal and fraud upon the court.

Please:

1. Provide a copy any contract wherein you authorized the Attorney Firms PRIOR to the date of the filing (July 19, 2012), with any private dated redacted as may relate to fees, or proprietary strategy, OR
2. Provide on your letterhead, over official signature, your denial that you have given such authority to bring instant Foreclosure Action to the herein identified Attorneys or Attorney Firms.

Sincerely,

Geary-Thomas: Dooly

Geary-Thomas: Dooly, ARR

Included copy below of subject previous correspondence:

Below was sent 8/11/14 via Certified mail # 7013 2630 0001 0534 6241, and was signed for as received on August 14, 2014

Gentlemen,

Please note that your alleged legal/counsel representative(s) is foreclosing on a property in South Carolina and claims to have a contract with you to bring this action on your behalf and in the name of DEUTSCHE BANK NATIONAL TRUST COMPANY, Trustee for Argent Securities Inc., Asset-backed Pass-Through Certificates, Series 2004-W11.

Furthermore, I have requested a verification of the above alleged contract via a copy of same, however, your alleged legal counsel claims such information is not privy to me. Note that I provided them and, now, you, with the following case law re this subject:

It is res judicata that contracts between attorneys and their clients are not privileged

information. See *Clarke v. American Commerce National Bank*:

Clarke v. American Commerce National Bank, 974 F.2d 127 (9th Cir. 1992), [T]he identity of the client, the amount of the fee, the identification of payment by case file name, and the general purpose of the work performed are usually not protected from disclosure by the attorney-client privilege. Id. at 129 (citations omitted).

Via Freedom Of Information Act (FOIA) 5 U.S.C. Section 552, et al, I hereby respectfully demand an information copy of any and all contracts you have with the below named Attorney Firms as relates to the following foreclosure **Case 2012-CP-42-3027 DEUTSCHE BANK NATIONAL TRUST COMPANY, Trustee for Argent Securities Inc., Asset-backed Pass-Through Certificates, Series 2004-W11** wherein you are bringing this action of foreclosure claiming to have a real interest therein. Instant action is brought in The Court of Common Pleas of Spartanburg, South Carolina in reference to property at or near 690 Zion Hill Road. For an Attorney to bring such action on your behalf, he must first have a written signed contract from you. One of the Attorneys has responded to INTERROGATORIES requesting proof of your authorizing document. In their response via a 2 page letter (see attachment 1-A) they claim to have "proper authorization", but refuse to show proof of same via a copy of your Letter of Authorization to Foreclose on Your Behalf. Again, I request a copy of that authorization contract from Deutsche Bank National Trust Company as Trustee to either or both of the below named attorney firms in accord with the FOIA 5 U.S.C. Section 552, et al. Of course, you may redact from that contract dollar amounts or any strategy information that may weaken your contract with the Attorney, but leave the essence of the Contract giving your authority to foreclose on your behalf.

FURTHERMORE, in the event that you do not have, or claim to not have, such Contract of Authority with either of the below named Attorney Firms, please respond in writing in accord with FOIA stating same, or making any clarification information that may resolve the matter.

FINALLY, a non-response to this request will be considered by the writer as information being withheld in collusion with parties bringing this action for and in the name of Deutsche Bank National Trust Company. Time is of the

EXHIBIT #1
Pg 7-7

EXHIBIT #4

essence with a response within 14 days of receipt hereof.

There are two (2) Attorney Firms associated with instant case as follows:

- 1) Johnson and Freeman, LLC via Nicholas N. Sears, Jr.; Lora Stuart Camp; Tiffany H Wolf; Summer Hughes Smoot; et al located at 1587 Northeast Expressway Atlanta, Georgia 30329 Phone: 770-234-9187
- 2) Nelson Mullins Riley & Scarborough LLP via Giles M. Schanen, Jr.; Kimberly N. Renaud; et al located at 104 South Main Street Greenville, South Carolina 29601. Phone: 864-250-2300.

Time is of the essence, therefore, I thank you for a prompt reply.

Sincerely,
Geary Thomas Dooly

Geary - Thomas : Holy, ARR

9-26-14

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
☐ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. ☐ Print your name and address on the reverse so that we can return the card to you. ☐ Attach this card to the back of the mailpiece, or on the front if space permits.		A. Signature <i>X Cheryl Warren</i> ☐ Agent ☐ Address	
1. Article Addressed to: <i>DEUTSCHE BANK NATIONAL TRUST Co.</i> <i>ATTN: DAVID Co, DIRECTOR</i> <i>ATTN: ANY COMPANY OFFICIAL</i> <i>1761 EAST STREET, ST. ANDREWS</i> <i>SANTA ANA, CA 92705-4934</i>		B. Received by (Printed Name) <i>Cheryl Warren</i> C. Date of Delivery	
2. Article Number (Transfer from service label)		D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No	
3. Service Type ☒ Certified Mail® ☐ Priority Mail Express™ ☐ Registered ☒ Return Receipt for Merchandise ☐ Insured Mail ☐ Collect on Delivery		4. Restricted Delivery? (Extra Fee) ☐ Yes	
PS Form 3811, July 2013		Domestic Return Receipt	

ROA 331

A-11

Commonwealth of Massachusetts

SOUTHERN ESSEX DISTRICT REGISTRY OF DEEDS
SHETLAND PARK
45 CONGRESS STREET
SUITE 4100
SALEM, MASSACHUSETTS 01970

EXHIBIT #5
Pg 1-05
EXHIBIT #5



JOHN L. O'BRIEN, JR.

Register of Deeds

(978) 542-1704

Fax: (978) 542-1706

e-mail: southernessexcustomerservice@sec.state.ma.us
www.salemdeeds.com

A division of the Secretary of the Commonwealth
WILLIAM FRANCIS GALVIN, SECRETARY

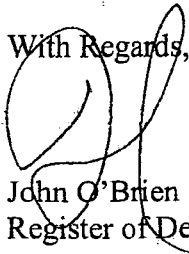
Tom Dooly
690 Zion Hill Road
Spartanburg, SC 29307

Dear Tom,

In an attempt to provide you with more assistance, I have enclosed, an affidavit signed by me, as Register of the Southern Essex District Registry of Deeds, attesting to the presence of a robo-signed signature on your document as listed on McDonnell Property Analytics Approved Robo-signers List. If you are currently being foreclosed upon, this affidavit may be presented to your attorney, the lender, or the court to show that your chain of title has been corrupted. For those of you who are not in foreclosure, the affidavit may be presented to your current lender to show that a robo-signed document has in fact been recorded in your chain of title and be part of a request to investigate how this happened and what the lender is going to do to correct it.

Thank you for contacting us concerning your robo-signed document. Should you have any further questions or need assistance, please contact my Customer Service Department at 978-542-1704.

With Regards,



John O'Brien
Register of Deeds

ROA 332

A-11

AFFIDAVIT OF JOHN L. O'BRIEN, REGISTER OF DEEDS
SOUTHERN ESSEX DISTRICT

~~EXHIBIT~~
EXHIBIT
#5
Pg 2 - 05

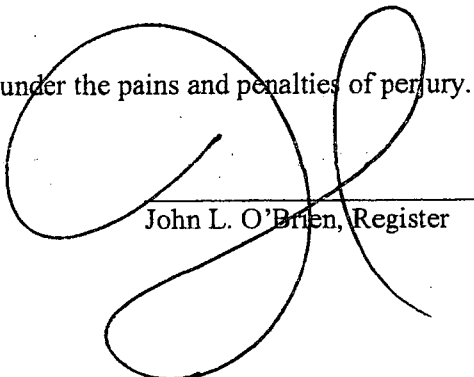
1. I, John L. O'Brien, Register of the Southern Essex District Registry of Deeds, do hereby swear or aver as follows:
2. As of June 2011 it has been my policy as follows:
 - a. IF THERE ARE VARIATIONS OF AN ALLEGED ROBO-SIGNER ON RECORD AT MY REGISTRY – I require that all documents sent for recording that are executed by that alleged robo-signer, be independently verified by an affidavit that the signature is in fact the signature of the named individual, prior to recording. (See Exhibit B attached hereto).
 - b. IF THERE ARE NO VARIATIONS OF AN ALLEGED ROBO or SURROGATE SIGNER ON RECORD AT MY REGISTRY – I record the documents and forward them to the Massachusetts Attorney General's Office for review and possible violation of a Crime Against Property, specifically MGL Chapter 266, Section 35A (b) (4).
3. I have instituted this policy based on the opinion of our forensic analyst, Marie McDonnell of McDonnell Property Analytics who has provided me with a list of robo and surrogate signers.

McDonnell defines a "robo-signer" as: *The person on a legal document processing assembly line whose only task is to sign previously prepared documents affecting title to real property in a robotic-like fashion without reading the documents or verifying the facts contained therein by reviewing primary source evidence. The robo-signer's mission is to expedite the documents' recordation in the public land records or in court proceedings. Additionally, robo-signers regularly fail to establish or simply do not have the authority to execute these documents on behalf of the legal title holder or principal on whose behalf they purport to act.*

McDonnell defines a "surrogate signer" as: *A person who signs a legal document on behalf of and in the name of another without reading it or understanding the document's contents; surrogate-signers are not authorized to execute these documents on behalf of the legal title holder or principal on whose behalf they purport to act.*

4. I am aware that CRYSTAL MOORE is an alleged robo or surrogate signer.

Signed this 3rd day of October 2012, under the pains and penalties of perjury.



John L. O'Brien, Register

ROA 333

A-11

AFFIDAVIT OF JOHN L. O'BRIEN, REGISTER OF DEEDS
SOUTHERN ESSEX DISTRICT

~~EX-6~~
EXHIBIT
#5
Pg 3-45

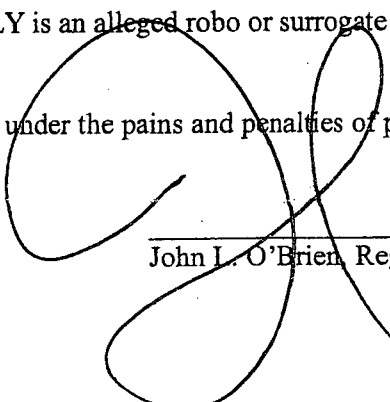
1. I, John L. O'Brien, Register of the Southern Essex District Registry of Deeds, do hereby swear or aver as follows:
2. As of June 2011 it has been my policy as follows:
 - a. IF THERE ARE VARIATIONS OF AN ALLEGED ROBO-SIGNER ON RECORD AT MY REGISTRY – I require that all documents sent for recording that are executed by that alleged robo-signer, be independently verified by an affidavit that the signature is in fact the signature of the named individual, prior to recording. (See Exhibit B attached hereto).
 - b. IF THERE ARE NO VARIATIONS OF AN ALLEGED ROBO or SURROGATE SIGNER ON RECORD AT MY REGISTRY – I record the documents and forward them to the Massachusetts Attorney General's Office for review and possible violation of a Crime Against Property, specifically MGL Chapter 266, Section 35A (b) (4).
3. I have instituted this policy based on the opinion of our forensic analyst, Marie McDonnell of McDonnell Property Analytics who has provided me with a list of robo and surrogate signers.

McDonnell defines a "robo-signer" as: *The person on a legal document processing assembly line whose only task is to sign previously prepared documents affecting title to real property in a robotic-like fashion without reading the documents or verifying the facts contained therein by reviewing primary source evidence. The robo-signer's mission is to expedite the documents' recordation in the public land records or in court proceedings. Additionally, robo-signers regularly fail to establish or simply do not have the authority to execute these documents on behalf of the legal title holder or principal on whose behalf they purport to act.*

McDonnell defines a "surrogate signer" as: *A person who signs a legal document on behalf of and in the name of another without reading it or understanding the document's contents; surrogate-signers are not authorized to execute these documents on behalf of the legal title holder or principal on whose behalf they purport to act.*

4. I am aware that BRYAN BLY is an alleged robo or surrogate signer.

Signed this 3rd day of October 2012, under the pains and penalties of perjury.



John L. O'Brien, Register

~~ROA-143~~
ROA 334 36

A-11

AFFIDAVIT OF JOHN L. O'BRIEN, REGISTER OF DEEDS
SOUTHERN ESSEX DISTRICT

~~EXG~~
EXHIBIT
#5
Pg 4-05

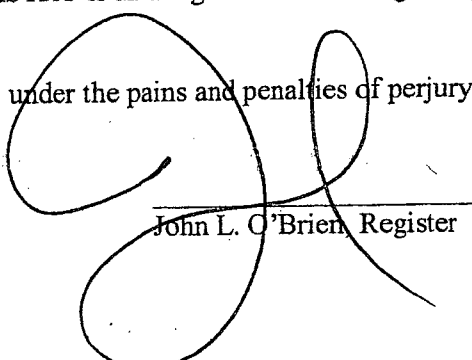
1. I, John L. O'Brien, Register of the Southern Essex District Registry of Deeds, do hereby swear or aver as follows:
2. As of June 2011 it has been my policy as follows:
 - a. IF THERE ARE VARIATIONS OF AN ALLEGED ROBO-SIGNER ON RECORD AT MY REGISTRY – I require that all documents sent for recording that are executed by that alleged robo-signer, be independently verified by an affidavit that the signature is in fact the signature of the named individual, prior to recording. (See Exhibit B attached hereto).
 - b. IF THERE ARE NO VARIATIONS OF AN ALLEGED ROBO or SURROGATE SIGNER ON RECORD AT MY REGISTRY – I record the documents and forward them to the Massachusetts Attorney General's Office for review and possible violation of a Crime Against Property, specifically MGL Chapter 266, Section 35A (b) (4).
3. I have instituted this policy based on the opinion of our forensic analyst, Marie McDonnell of McDonnell Property Analytics who has provided me with a list of robo and surrogate signers.

McDonnell defines a "robo-signer" as: *The person on a legal document processing assembly line whose only task is to sign previously prepared documents affecting title to real property in a robotic-like fashion without reading the documents or verifying the facts contained therein by reviewing primary source evidence. The robo-signer's mission is to expedite the documents' recordation in the public land records or in court proceedings. Additionally, robo-signers regularly fail to establish or simply do not have the authority to execute these documents on behalf of the legal title holder or principal on whose behalf they purport to act.*

McDonnell defines a "surrogate signer" as: *A person who signs a legal document on behalf of and in the name of another without reading it or understanding the document's contents; surrogate-signers are not authorized to execute these documents on behalf of the legal title holder or principal on whose behalf they purport to act.*

4. I am aware that VILMA CASTRO is an alleged robo or surrogate signer.

Signed this 3rd day of October 2012, under the pains and penalties of perjury.



John L. O'Brien, Register

ROA-144
ROA 335 45

A-11

AFFIDAVIT OF JOHN L. O'BRIEN, REGISTER OF DEEDS
SOUTHERN ESSEX DISTRICT

EXHIBIT
#5
Pg 5-5

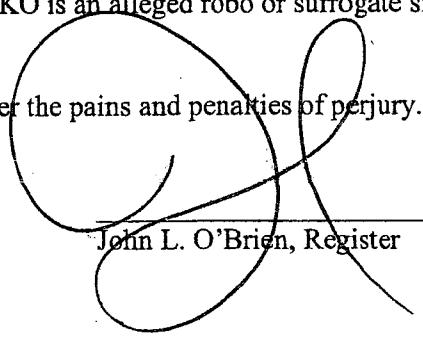
1. I, John L. O'Brien, Register of the Southern Essex District Registry of Deeds, do hereby swear or aver as follows:
2. As of June 2011 it has been my policy as follows:
 - a. IF THERE ARE VARIATIONS OF AN ALLEGED ROBO-SIGNER ON RECORD AT MY REGISTRY – I require that all documents sent for recording that are executed by that alleged robo-signer, be independently verified by an affidavit that the signature is in fact the signature of the named individual, prior to recording. (See Exhibit B attached hereto).
 - b. IF THERE ARE NO VARIATIONS OF AN ALLEGED ROBO or SURROGATE SIGNER ON RECORD AT MY REGISTRY – I record the documents and forward them to the Massachusetts Attorney General's Office for review and possible violation of a Crime Against Property, specifically MGL Chapter 266, Section 35A (b) (4).
3. I have instituted this policy based on the opinion of our forensic analyst, Marie McDonnell of McDonnell Property Analytics who has provided me with a list of robo and surrogate signers.

McDonnell defines a "robo-signer" as: *The person on a legal document processing assembly line whose only task is to sign previously prepared documents affecting title to real property in a robotic-like fashion without reading the documents or verifying the facts contained therein by reviewing primary source evidence. The robo-signer's mission is to expedite the documents' recordation in the public land records or in court proceedings. Additionally, robo-signers regularly fail to establish or simply do not have the authority to execute these documents on behalf of the legal title holder or principal on whose behalf they purport to act.*

McDonnell defines a "surrogate signer" as: *A person who signs a legal document on behalf of and in the name of another without reading it or understanding the document's contents; surrogate-signers are not authorized to execute these documents on behalf of the legal title holder or principal on whose behalf they purport to act.*

4. I am aware that DHURATO DOKO is an alleged robo or surrogate signer.

Signed this 3rd day of October 2012, under the pains and penalties of perjury.


John L. O'Brien, Register

ROA 336

NATIONAL BANKS CANNOT LEND THEIR CREDIT

EXHIBIT 6

Py 1-3

This is really excellent case law on this subject, the best I've seen. Store it away if need be until you have time to really examine it. Two samples:

* "A bank can lend its money, but not its credit." *First Nat'l Bank of Tallapoosa v. Monroe*, 135 Ga 615, 69 SE 1124, 32 LRA (NS) 550.

"...the bank is allowed to lend money upon personal security; but it must be money that it loans, not its credit." *Seligman v. Charlottesville Nat. Bank*, 3 Hughes 647, Fed Case No. 12, 643, 1039.

The following case cites also support this Memorandum on credit loans and void contracts:

4. "In the federal courts, it is well established that a national bank has not power to lend its credit to another by becoming surety, indorser, or guarantor for him." *Framers and Miners Bank v. Bluefield Nat'l Bank*, 11 F2d 83, 271 U.S. 669.

5. "A national bank has no power to lend its credit to any person or corporation..." *Bowen v. Needles Nat. Bank*, 94 F 925, 36 CCA 553, CERTIORARI DENIED IN 29 S.Ct 1024, 176 US 682, 44 LED 637.

* 6. "Mr. Justice Marshall said: The doctrine of ultra vires (beyond the power) is a most powerful weapon to keep private corporations within their legitimate spheres and to punish them for violations of their corporate charters, and it probably is not invoked too often... *Zinc Carbonate Co. v. First National Bank*, 103 Wis 125, 79 NW 229." *American Express Co. v. Citizens State Bank*, 194 NW 430.

7. "A bank may not lend its credit to another, even though such a transaction turns out to have been of benefit to the bank, and in support of this a list of cases might be cited, which would look like a catalog of ships." [Emphasis added] *Norton Grocery Co. v. Peoples Nat. Bank*, 144 SE 505, 151 Va. 195.

* 8. "It has been settled beyond controversy that a national bank, under federal law being limited in its powers and capacity, cannot lend its credit by guaranteeing the debts of another. All such contracts entered into by its officers are ultra vires..." *Howard & Foster Co. v. Citizens Nat'l Bank of Union*, 133 SC 202, 130 SE 759 (1926).

9. "...checks, drafts, money orders, and bank notes are not lawful money of the United States..." *State v. Neillon*, 73 Pac 324, 43 Ore 168.

10. "Neither, as included in its powers not incidental to them, is it a part of a bank's business to lend its credit. If a bank could lend its credit as well as its money, it might, if it received compensation and was careful to put its name only to solid paper,

ROA ~~170~~
337

make a deal more than any lawful interest on its money would amount to. If not careful, the power would be the mother of panics,... Indeed, lending credit is the exact opposite of lending money, which is the real business of a bank, for while the latter creates a liability in favor of the bank, the former gives rise to a liability of the bank to another. 1 Morse, Banks and Banking, 5th Ed. Sec 65; Magee, Banks and Banking, 3rd Ed. Sec. 248." *American Express Co. v. Citizens State Bank*, 194 NW 429.

11. "It is not within those statutory powers for a national bank, even though solvent, to lend its credit to another in any of the various ways in which that might be done." *Federal Intermediation Credit Bank v. L' Harrison*, 33 F 2d 841, 842 (1929).

* 12. "There is no doubt but what the law is that a national bank cannot lend its credit or become an accommodation endorser." *National Ban of Commerce v. Atkinson*, 55 F. 471.

13. "A bank can lend its money, but not its credit." *First Nat' l Bank of Tallapoosa v. Monroe*, 135 Ga 615, 69 SE 1124, 32 LRA (NS) 550.

14. "...the bank is allowed to lend money upon personal security; but it must be money that it loans, not its credit." *Seligman v. Charlottesville Nat. Bank*, 3 Hughes 647, Fed Case No. 12, 643, 1039.

15. "A loan may be defined as the delivery by one party to, and the receipt by another party of, a sum of money upon an agreement, express or implied to repay the sum with or without interest." *Parsons v. Fox*, 179 Ga 605, 176 SE 644. Also see *Kirkland v. Bailey*, 55 SE 2d 701 and *United States v. Neifert White Co.*, 247 Fed Supp 878, 879.

"The word 'money' in its usual and ordinary acceptation means gold, silver, or paper money used as a circulating medium of exchange..." *Lane v. Railey*, 280 Ky 319, 133 SW 2d 75.

16. "A promise to pay cannot, by argument, however ingenious, be made the equivalent of actual payment..." *Christensen v. Beebe*, 91 P 133, 32 Utah 406.

* 17. "A bank is not the holder in due course upon merely crediting the depositors account." *Bankers Trust v. Nagler*, 229 NYS 2d 142, 143.

18. "A check is merely an order on a bank to pay money." *Young v. Hembree*, 73 P2d 393.

* 19. "Any false representation of material facts made with knowledge of falsity and with intent that it shall be acted on by another in entering into contract, and which is so acted upon, constitutes 'fraud,' and entitles party deceived to avoid contract or recover damages." *Barnsdall Refining Corn. V. Birnamwood Oil Co.*, 92 F 2d 817.

A-1
20. "Any conduct capable of being turned into a statement of fact is representation. There is no distinction between misrepresentations effected by words and misrepresentations effected by other acts. *Leonard v. Springer*, 197 Ill 532, 64 NE 301.

21. "If any part of the consideration for a promise be illegal, or if there are several considerations for an unseverable promise one of which is illegal, the promise, whether written or oral, is wholly void, as it is impossible to say what part or which one of the considerations induced the promise." *Menominee River Co. v. Augustus Spies L & C Co.*, 147 Wis 559, 572; 132 NW 11

22. "The contract is void if it is only in part connected with the illegal transaction and the promise single or entire." *Guardian Agency v. Guardian Mut. Savings Bank*, 227 Wis 550, 279 NW 83.

* 22. "It is not necessary for rescission of a contract that the party making the misrepresentation should have known that it was false, but recovery is allowed even though misrepresentation is innocently made, because it would be unjust to allow one who made false representations, even innocently, to retain the fruits of a bargain induced by such representations." *Whipp v. Iverson*, 43 Wis 2d 166.

23. "Each Federal Reserve bank is a separate corporation owned by commercial banks in its region..." *Lewis v. United States*, 680 F 2d 1239 (1982).

24. In a Debtor's RICO action against its creditor, alleging that the creditor had collected an unlawful debt, an interest rate (where all loan charges were added together) that exceeded, in the language of the RICO Statute, "Twice the enforceable rate." The Court found no reason to impose a requirement that the Plaintiff show that the Defendant had been convicted of collecting an unlawful debt, running a "loan sharking" operation. The debt included the fact that exaction of a usurious interest rate rendered the debt unlawful and that is all that is necessary to support the Civil RICO action. *Durante Bros. & Sons, Inc. v. Flushing Nat' l Bank*, 755 F2d 239, Cert. Denied, 473 US 906 (1985).

* 25. The Supreme Court found that the Plaintiff in a civil RICO action need establish only criminal "violation" and not criminal conviction. Further, the Court held that the Defendant need only have caused harm to the Plaintiff by the commission of a predicate offense in such a way as to constitute a "pattern of Racketeering activity." That is, the Plaintiff need not demonstrate that the Defendant is an organized crime figure, a mobster in the popular sense, or that the Plaintiff has suffered some type of special Racketeering injury; all that the Plaintiff must show is what the Statute specifically requires. The RICO Statute and the civil remedies for its violation are to be liberally construed to effect the Congressional purpose as broadly formulated in the Statute. *Sedima, SPRLV. Imrex Co.*, 473 US 479 (1985).

A-12
NATIONAL BANKS CANNOT LEND THEIR CREDIT

EXHIBIT 6

Py 1-3

This is really excellent case law on this subject, the best I've seen. Store it away if need be until you have time to really examine it. Two samples:

* "A bank can lend its money, but not its credit." *First Nat'l Bank of Tallapoosa v. Monroe*, 135 Ga 615, 69 SE 1124, 32 LRA (NS) 550.

"...the bank is allowed to lend money upon personal security; but it must be money that it loans, not its credit." *Seligman v. Charlottesville Nat. Bank*, 3 Hughes 647, Fed Case No. 12, 643, 1039.

The following case cites also support this Memorandum on credit loans and void contracts:

4. "In the federal courts, it is well established that a national bank has not power to lend its credit to another by becoming surety, indorser, or guarantor for him." *Framers and Miners Bank v. Bluefield Nat'l Bank*, 11 F2d 83, 271 U.S. 669.

5. "A national bank has no power to lend its credit to any person or corporation..." *Bowen v. Needles Nat. Bank*, 94 F 925, 36 CCA 553, CERTIORARI DENIED IN 29 S.Ct 1024, 176 US 682, 44 LED 637.

* 6. "Mr. Justice Marshall said: The doctrine of ultra vires (beyond the power) is a most powerful weapon to keep private corporations within their legitimate spheres and to punish them for violations of their corporate charters, and it probably is not invoked too often... *Zinc Carbonate Co. v. First National Bank*, 103 Wis 125, 79 NW 229." *American Express Co. v. Citizens State Bank*, 194 NW 430.

7. "A bank may not lend its credit to another, even though such a transaction turns out to have been of benefit to the bank, and in support of this a list of cases might be cited, which would look like a catalog of ships." [Emphasis added] *Norton Grocery Co. v. Peoples Nat. Bank*, 144 SE 505, 151 Va. 195.

* 8. "It has been settled beyond controversy that a national bank, under federal law being limited in its powers and capacity, cannot lend its credit by guaranteeing the debts of another. All such contracts entered into by its officers are ultra vires..." *Howard & Foster Co. v. Citizens Nat'l Bank of Union*, 133 SC 202, 130 SE 759 (1926).

9. "...checks, drafts, money orders, and bank notes are not lawful money of the United States..." *State v. Neillon*, 73 Pac 324, 43 Ore 168.

10. "Neither, as included in its powers not incidental to them, is it a part of a bank's business to lend its credit. If a bank could lend its credit as well as its money, it might, if it received compensation and was careful to put its name only to solid paper,

ROA ~~172~~
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make a deal more than any lawful interest on its money would amount to. If not careful, the power would be the mother of panics,... Indeed, lending credit is the exact opposite of lending money, which is the real business of a bank, for while the latter creates a liability in favor of the bank, the former gives rise to a liability of the bank to another. 1 Morse, Banks and Banking, 5th Ed. Sec 65; Magee, Banks and Banking, 3rd Ed. Sec. 248." *American Express Co. v. Citizens State Bank*, 194 NW 429.

11. "It is not within those statutory powers for a national bank, even though solvent, to lend its credit to another in any of the various ways in which that might be done." *Federal Intermediation Credit Bank v. L' Herrison*, 33 F 2d 841, 842 (1929).

* 12. "There is no doubt but what the law is that a national bank cannot lend its credit or become an accommodation endorser." *National Ban of Commerce v. Atkinson*, 55 F. 471.

13. "A bank can lend its money, but not its credit." *First Nat' I Bank of Tallapoosa v. Monroe*, 135 Ga 615, 69 SE 1124, 32 LRA (NS) 550.

14. "...the bank is allowed to lend money upon personal security; but it must be money that it loans, not its credit." *Seligman v. Charlottesville Nat. Bank*, 3 Hughes 647, Fed Case No. 12, 643, 1039.

15. "A loan may be defined as the delivery by one party to, and the receipt by another party of, a sum of money upon an agreement, express or implied to repay the sum with or without interest." *Parsons v. Fox*, 179 Ga 605, 176 SE 644. Also see *Kirkland v. Bailey*, 55 SE 2d 701 and *United States v. Neifert White Co.*, 247 Fed Supp 878, 879.

"The word 'money' in its usual and ordinary acceptation means gold, silver, or paper money used as a circulating medium of exchange..." *Lane v. Railey*, 280 Ky 319, 133 SW 2d 75.

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* 17. "A bank is not the holder in due course upon merely crediting the depositors account." *Bankers Trust v. Nagler*, 229 NYS 2d 142, 143.

18. "A check is merely an order on a bank to pay money." *Young v. Hembree*, 73 P2d 393.

* 19. "Any false representation of material facts made with knowledge of falsity and with intent that it shall be acted on by another in entering into contract, and which is so acted upon, constitutes 'fraud,' and entitles party deceived to avoid contract or recover damages." *Barnsdall Refining Corn. V. Birnamwood Oil Co.*, 92 F 2d 817.

20. "Any conduct capable of being turned into a statement of fact is representation. There is no distinction between misrepresentations effected by words and misrepresentations effected by other acts. *Leonard v. Springer*, 197 Ill 532, 64 NE 301.

21. "If any part of the consideration for a promise be illegal, or if there are several considerations for an unseverable promise one of which is illegal, the promise, whether written or oral, is wholly void, as it is impossible to say what part or which one of the considerations induced the promise." *Menominee River Co. v. Augustus Spies L & C Co.*, 147 Wis 559, 572; 132 NW 11

22. "The contract is void if it is only in part connected with the illegal transaction and the promise single or entire." *Guardian Agency v. Guardian Mut. Savings Bank*, 227 Wis 550, 279 NW 83.

* 22. "It is not necessary for rescission of a contract that the party making the misrepresentation should have known that it was false, but recovery is allowed even though misrepresentation is innocently made, because it would be unjust to allow one who made false representations, even innocently, to retain the fruits of a bargain induced by such representations." *Whipp v. Iverson*, 43 Wis 2d 166.

23. "Each Federal Reserve bank is a separate corporation owned by commercial banks in its region..." *Lewis v. United States*, 680 F 2d 1239 (1982).

24. In a Debtor's RICO action against its creditor, alleging that the creditor had collected an unlawful debt, an interest rate (where all loan charges were added together) that exceeded, in the language of the RICO Statute, "Twice the enforceable rate." The Court found no reason to impose a requirement that the Plaintiff show that the Defendant had been convicted of collecting an unlawful debt, running a "loan sharking" operation. The debt included the fact that exaction of a usurious interest rate rendered the debt unlawful and that is all that is necessary to support the Civil RICO action. *Durante Bros. & Sons, Inc. v. Flushing Nat' l Bank*, 755 F2d 239, Cert. Denied, 473 US 906 (1985).

* 25. The Supreme Court found that the Plaintiff in a civil RICO action need establish only criminal "violation" and not criminal conviction. Further, the Court held that the Defendant need only have caused harm to the Plaintiff by the commission of a predicate offense in such a way as to constitute a "pattern of Racketeering activity." That is, the Plaintiff need not demonstrate that the Defendant is an organized crime figure, a mobster in the popular sense, or that the Plaintiff has suffered some type of special Racketeering injury; all that the Plaintiff must show is what the Statute specifically requires. The RICO Statute and the civil remedies for its violation are to be liberally construed to effect the Congressional purpose as broadly formulated in the Statute. *Sedima, SPRLV. Imrex Co.*, 473 US 479 (1985).

Geary-Thomas Dooly
c/o P.O.Box 3326
Spartanburg, SC 29306

September 29, 2014

The Honorable Hope Blackley
Spartanburg County Clerk of Court
Post Office Box 3483
Spartanburg, South Carolina 29304

FILED
CLERK OF COURT
SPARTANBURG COUNTY
2014 OCT -6 AM 11:05
M. HOPE BLACKLEY

Via: Certified Mail #: 7014 0510 0000 1149 6896

Re: Fraudulent Document Filed into Case 2012-CP-42-3027
Namely: "Assignment of Mortgage" See Exhibit #1

This letter is put you on notice:

That it has come to my attention, and I have absolute proof via sworn Affidavit's from John L. O'Brien, Jr., Register of Deeds, Southern Essex District, Salem, Mass, see Exhibit #2, that a fraudulent document was/is filed into the Spartanburg Court record, and

to demand that the Document be removed, and

to demand that the person/entity filing same fraudulent document into subject case be so notified, and instructed to not file similar documents into the Court of Spartanburg, and to remove or correct this corrupt Case filing.

For the record, the document is an assignment from one party to another party, and I am NOT either party, HOWEVER, an alteration of my name is contained in this "Assignment", AND the fraudulent document is being used to injure me in subject Case, therefore, I have an interest for three (3) reasons:

- 1.) Such fraudulent document corrupts the Court in this County, and
- 2.) It is being used to harm me, albeit fraudulent, and
- 3.) it is simply wrong for me to KNOW of fraud and NOT bring it to your attention as the servant elected to file proper documents —non-fraudulent.

For your information, I am notifying the Record of Deeds of this fraudulent activity and filing. See that letter attached as Exhibit #3.

Furthermore, note that copies of both letters are being sent to The Honorable Jeff Horton, Chairman of Spartanburg County Commission for his record.

Sincerely,
Geary-Thomas Dooly

Geary-Thomas: Dooly, ARR

FILED
CLERK OF COURT
SPARTANBURG COUNTY
2014 OCT -6 AM 11:05
M. HOPE BLACKLEY

REN 4187 PAGE 457

When Recorded Return To:
AMERICAN HOME MTG SERVICING
C/O NTC 2100 Alt. 19 North
Palm Harbor, FL 34683

CRL L#: 0060029394
Assignee L#: 4000479909
Investor L#: 0060029394
Custodian: 85
Effective Date: 02/11/2009

MTG-2009-7140
Recorded 1 Pages on 2/24/2009 9:48:25 AM
Recording Fee: \$8.00 Documentary Stamp: \$0.00
Office of Registrar of Deeds, Spartanburg, S.C.
Stephen Ford, Registrar



ASSIGNMENT OF MORTGAGE

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency of which is hereby acknowledged, the undersigned, CITI RESIDENTIAL LENDING INC., AS ATTORNEY-IN-FACT FOR ARGENT MORTGAGE COMPANY, LLC, WHOSE ADDRESS IS 10801 E. 6TH STREET, RANCHO CUCAMONGA, CA 91730, (ASSIGNOR), by these presents does convey, grant, sell, assign, transfer and set over the described mortgage/deed together with the certain note(s) described therein together with all interest secured thereby, all liens, and any rights due or to become due thereon to DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE FOR, ARGENT SECURITIES INC. ASSET-BACKED PASS-THROUGH CERTIFICATES, SERIES 2004-W11, UNDER THE POOLING AND SERVICING AGREEMENT DATED OCTOBER 10, 2004, WHOSE ADDRESS IS 1761 EAST ST. ANDREW PLACE, SANTA ANA, CA 92705-4934, (ASSIGNEE)

Said mortgage is made by GEARY THOMAS DOOLY AND ELEANOR S. DOOLY to ARGENT MORTGAGE COMPANY, LLC and recorded 08/18/2004 in the Recorder or Registrar of Deeds of SPARTANBURG County, South Carolina in Book 3286, Page 698, and/or as Document # MTG-2004-42926

Dated 02/10/2009
CITI RESIDENTIAL LENDING INC., AS ATTORNEY-IN-FACT FOR ARGENT MORTGAGE COMPANY, LLC

By: CRYSTAL MOORE VICE PRESIDENT

VILMA CASTRO Witness #1

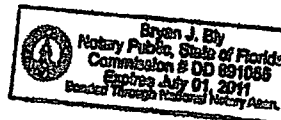
DHURATA DOKO Witness #2

STATE OF FLORIDA COUNTY OF PINELLAS

Before me, the undersigned Notary Public, personally appeared the undersigned witness who, being duly sworn, depose and said that (s)he saw CRYSTAL MOORE the VICE PRESIDENT sign, seal and deliver the foregoing Assignment of Mortgage and that (s)he, together with the other witness witnessed the execution thereof. SWORN to and subscribed before me THIS 10TH DAY OF FEBRUARY IN THE YEAR 2009.

VILMA CASTRO Witness #1

BRYAN J. BLY Notary Public
My commission expires 07/01/2011



Document Prepared By: Jessica Fretwell/NTC, 2100 Alt. 19 North, Palm Harbor, FL 34683 (800)346-9152

Reviewed and Approved as meeting the South Carolina Code of Laws and Recording Statutes by Biddle Law Firm, P.A., Myrtle Beach, South Carolina.

CRLAS 9205680 1/31 C12044111 form5/PRMSC1



9205680

EXHIBIT #1
Pg 3-3
EXHIBIT #1
Pg 1001

FILED
CLERK OF COURT
SPARTANBURG COUNTY
2012 JUL 19 PM 12:58
M. HOPE BLACKLEY

FILED
CLERK OF COURT
SPARTANBURG COUNTY
2014 OCT -6 AM 11:05
M. HOPE BLACKLEY

3 SCANNER

ROA-14
345

STATE OF SOUTH CAROLINA
COUNTY OF SPARTANBURG

Deutsche Bank National Trust Company, as
Trustee for Argent Securities Inc., Asset-
Backed Pass-Through Certificates, Series
2004-W11,

Plaintiff,

vs.

Geary Thomas Dooly; Eleanor S. Dooly;
United States of America,
Defendant(s).

IN THE COURT OF COMMON PLEAS
C/A NO.: 2012-CP-42-03027

**NOTICE OF HEARING ON
PLAINTIFF'S MOTION FOR
SUMMARY JUDGMENT**

YOU WILL PLEASE TAKE NOTICE THAT, by virtue of the Order of Reference issued in the above-entitled cause, The Honorable Gordon G. Cooper, Master In Equity for Spartanburg County, has appointed May 16, 2017 at 10:30AM at 180 Magnolia Street, Suite 901, Spartanburg, SC 29306, as the time and place for holding a Hearing on Plaintiff's Motion for Summary Judgment, at which time and place all interested parties will appear, and that the Plaintiff intends to prepare and submit a Record of Hearing containing written testimony. The Master In Equity will be authorized to enter a final judgment and to order the judicial sale of the property subject to foreclosure herein.

You are requested to notify Brock & Scott, PLLC at phone number (803) 454-3540 of your intention to appear.

s/ Genevieve S. Johnson
Genevieve S. Johnson, SC Bar No: 78480
Brock & Scott, PLLC
Westpark Center
3800 Fernandina Road Suite 110
Columbia, SC 29210
Phone 803-454-3540 Fax 803-454-3541
Attorneys for Plaintiff

Dated: May 4, 2017
Columbia, South Carolina

15-17508 FC01
20A 346

STATE OF SOUTH CAROLINA
COUNTY OF SPARTANBURG

Deutsche Bank National Trust Company,
as Trustee for Argent Securities Inc.,
Asset-Backed Pass-Through Certificates,
Series 2004-W11,

Plaintiff,

v.

Geary Thomas Dooly; Eleanor S. Dooly;
United States of America,
Defendant(s)

IN THE COURT OF COMMON PLEAS
CASE NO. 2012-CP-42-03027

RECORD OF HEARING

FOR

FORECLOSURE CASE

Pursuant to the Order of Reference granted in the above-entitled cause, a hearing was held herein on May 16, 2017 at 10:30AM, before The Honorable Gordon G. Cooper.

APPEARANCES: Brock & Scott, PLLC, Attorneys for the Plaintiff.

Attorney for Plaintiff calls attention to the filing of the Lis Pendens in the Office of the Clerk of Court for Spartanburg County on June 21, 2012. Also calls attention to the filing of the original Summons and Notice and Complaint on June 21, 2012. Also calls attention to the Affidavits of Service showing service of Summons and Complaint on each defendant as indicated in the Affidavits(s) recorded in the Office of the Clerk of Court for Spartanburg County.

Also calls attention to the filing of the affidavit showing the Defendants are not in the Military Service of the United States of America, as contemplated under The Servicemembers' Civil Relief Act (fka The Soldiers' and Sailors' Civil Relief Act of 1940) as amended. Also calls attention to the Order of Reference of record herein issued in Spartanburg County, wherein the above-entitled cause was referred to Gordon G. Cooper, as Master In Equity "to take the testimony arising under the



pleadings and to make his findings of fact and conclusions of law and with authority to enter final judgment in the case. An appeal from the final judgment so entered shall be made directly to the Supreme Court of South Carolina."

The Defendants have been notified of the time and date of this hearing.

WHEREUPON, the undersigned attorney reported as follows: I am the attorney for the Plaintiff in this action.

From the original records in my possession, from the complaint herein and from examination of the records in the office of the Clerk of Court for Spartanburg County, I find that on July 30, 2004, the Defendant(s) Geary Thomas Dooly and Eleanor S. Dooly gave a certain written promissory Note unto Argent Mortgage Company, LLC, in the principal sum of \$152,800.00 together with interest at the rate of 7.25% per annum (said principal and interest being payable in monthly installments).

I offer a copy of the original Note in evidence.

Note identified, offered and received in evidence.

I call attention to the provisions of the Note with reference to default. I also call the Court's attention to the provisions in the Note with reference to payment of costs and attorney's fees. On the same date, Geary Thomas Dooly and Eleanor S. Dooly gave a certain written mortgage unto Argent Mortgage Company, LLC (hereinafter "Mortgage") which Mortgage contains the same terms and provisions as the Note just offered in evidence and conveyed by way of Mortgage the identical property described in the complaint in this action, (hereinafter "Property") which Property is situate in Spartanburg County, South Carolina.

Thereafter, on August 18, 2004, the Mortgage was recorded in the Spartanburg County Registry in Mortgage Book 3286 at Page 698.

This Mortgage constitutes a valid first lien covering the property therein described.

I offer a copy of the original Mortgage as evidence. Mortgage identified, offered and received in evidence.

Thereafter, the Mortgage was assigned to Deutsche Bank National Trust Company, As Trustee For, Argent Securities Inc. Asset-Backed Pass-Through Certificates, Series 2004-W11, Under The Pooling And Servicing Agreement Dated October 10, 2004 by assignment recorded on February 24, 2009 in Book 4187 at Page 457.

I offer a copy of the Assignment of Mortgage as evidence. Assignment identified, offered and received in evidence.

Upon information and belief, due to inadvertence and/or scrivener's error, the legal description attached to the Warranty Deed recorded August, 18, 2004 in Book 80-Z at Page 635 is incomplete and does not describe all of the intended collateral.

INCORRECT LEGAL

ALL that certain piece, parcel or lot of land, lying and being situate in the State of South Carolina, County of Spartanburg, being shown and designated as Lot portion of Lot No. 7, being shown and designated on a survey for Dunagin Estates prepared by W. N. Willis, Professional Land Surveying, dated May 06, 1969 and recorded in the Register of Deeds Office for Spartanburg County in Plat Book 60 at Page 82-84. For more complete and accurate description refer to the above reference plat.

BEING the same property conveyed to Eleanor S. Dooly from Southern Bank and Trust Company by Deed dated November 27, 1979 recorded November 27, 1979 in Deed.

CORRECT LEGAL

ALL that certain piece, parcel or lot of land, lying and being situate in the State of South Carolina, County of Spartanburg, being shown and designated as a portion of Lot No. 7, being shown and designated on a survey for Dunagin Estates prepared by W. N. Willis, Professional Land Surveying, dated May 06, 1969 and recorded in the Register of Deeds Office for Spartanburg County in Plat Book 60 at Page 82-84, and more fully described as follows:

BEGINNING at a metal cap at the center of the intersection of two county roads and running thence South 28 West 250 feet to a metal cap at the corner with Lot No. 8; thence with line of Lot No. 8 North 62 West 275 feet to a point; thence North 28 East 250 feet more or less to a point on the county road; thence with the county road South 62 East 275 feet to the beginning corner.

Dated November 27, 1979 recorded November 27, 1979, in Deed Book 47-A, Page 75, in the official records for Spartanburg County, South Carolina.

Thereafter Eleanor S. Dooly conveyed her interest to Eleanor S. Dooly and Geary Thomas Dooly by deed dated July 30, 2004 and recorded August 18, 2004, in Deed Book 80-Z, Page 635, in the official records for Spartanburg County, South Carolina.

The Plaintiff is informed and believes that it is entitled a reformation of the above referenced Warranty Deed to correct the legal description to conform with the intention of the parties and the public records.

Upon information and belief, due to inadvertence and/or scrivener's error, the legal description attached to the Mortgage recorded August 18, 2004 in Book 3286 at page 698 is incomplete and does not describe all of the intended collateral.

INCORRECT LEGAL

ALL that certain piece, parcel or lot of land, lying and being situate in the State of South Carolina, County of Spartanburg, being shown and designated as Lot portion of Lot No. 7, being shown and designated on a survey for Dunagin Estates prepared by W. N. Willis, Professional Land Surveying, dated May 06, 1969 and recorded in the Register of Deeds Office for Spartanburg County in Plat Book 60 at Page 82-84. For more complete and accurate description refer to the above reference plat.

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The Plaintiff is informed and believes that it is entitled a reformation of the above referenced Mortgage to correct the legal description to conform with the intention of the parties and the public records.

The following parties claim or may claim an interest in the Property by virtue matters listed below:

The Defendant, the United States of America, acting through its agency, Department of Treasury - Internal Revenue Service, has or may claim to have some interest in the subject property by virtue of a federal tax lien, against Geary Thomas Dooly which lien was recorded in the Spartanburg County Records on January 21, 2011 in Book 14 at Page 209. Said lien is junior and subordinate to Plaintiff's mortgage and should be removed from the title to the Property upon the completion of a properly held foreclosure sale of the Property.

Upon examination of the records in said Clerk of Court's office, it appeared there were no persons other than the parties to this action having any liens or claims against the subject property, by way of assessment or otherwise, as of the date of filing the notice of pendency of this action.

The monthly installments as provided for in said Note and Mortgage were not paid in accordance with the terms and conditions thereof, and, therefore, the Note and Mortgage are in default; and, as a result thereof, the Plaintiff has elected to declare the entire unpaid amount immediately due and payable.

Demand was made upon the Defendants but payment has not been received. The amount due and owing on the Note and Mortgage, with interest at the rate provided in the note, and other costs and expenses of collection, including attorney's fees, secured by the Note and Mortgage, is as follows:

Principal due as of today's date:	05/16/2017		\$ 139,007.65
Accrued interest from:	01/01/2012	to: 12/30/2016	\$ 50,362.40

Accruing at:	7.25% per annum	
Advancements to Escrow		\$ 14,199.52
Corporate Advances		\$ 3,053.04
Late charges:		\$ 2,593.91
Other charges:		\$ 0.00
Costs of collection prior to hearing:		\$ 33.66
Attorney's fees:		\$ 3,517.50

Total Debt secured by Note and Mortgage, including interest to date: \$212,767.68. With respect to attorney fees, in view of the potential liabilities inherent in a real property matter, the attendant responsibilities, and the size of the mortgage debt, a reasonable attorney's fee would be \$3,517.50. The law firm was engaged by the Plaintiff to foreclose the mortgage as expeditiously as possible, given the detriment to Plaintiff's equity position as a direct result of increasing losses from the running of interest. Plaintiff must also comply with investor requirements, government or private insuring agreements. Upon receipt of the case file, the title was examined to identify all parties having or claiming any interest in the subject real estate. The following non-inclusive list of pleadings and other documents have been prepared or reviewed in this action:

1. Lis Pendens and any amendment thereto
2. Summons and Complaint and any amendment thereto
3. Affidavits and proposed Orders for publication
4. Affidavit of Default
5. Affidavit Regarding Military Status
6. Order of Reference
7. Notice(s) of Hearing
8. Record (Transcript) of Testimony
9. Proposed Master In Equity's Report and Judgment of Foreclosure and Sale
10. Notice of Sale

Additionally, the pleadings were drafted and served upon each defendant personally or by statutory/substitute service; reinstatement and payoff figures and payment histories were provided as requested or required. We scheduled the hearing in this matter.

Future duties include forwarding copies of the Judgment to appearing defendants, obtaining bidding instructions from Plaintiff or its designee, representing Plaintiff at the sale or arranging for such representation, preparing an Order of Sale or Report on Sale and Disbursements and Order Confirming Sale, and preparing the Master In Equity's Deed and any other documents necessary in this particular action.

In addition to the time expended to date in prosecution of this action, we anticipate a minimum additional four hours after the hearing. Moreover, depending upon the interest shown by defendants, third parties, or counsel for either and the inherent negotiations required thereby, other time may also be committed to the completion of the case. In that regard, I would reserve the right to re-visit the question of attorney fees should the action proceed in an unexpected way.

In regard to the professional standing of counsel, representation of the Plaintiff has been undertaken by the firm of Brock & Scott, PLLC. The attorneys primarily involved in this representation collectively have several years of experience in this practice area. They are supervised by Jason L. Branham, Brian L. Campbell, and Suzanne E. Brown – who have been practicing law in South Carolina since 2004, 2005, and 2007, respectively. They concentrate their practice in the areas of foreclosure, creditor-bankruptcy and residential real estate.

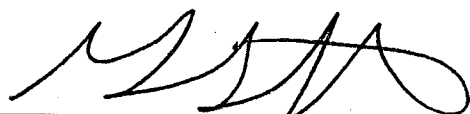
Furthermore, this fee is in line with the fee customarily charged by counsel with similar experience in this particular locality. Also the Plaintiff's attorneys have achieved the beneficial result of a prompt foreclosure of the mortgage.

The Plaintiff has specifically demanded its right to a personal or deficiency judgment. The undersigned is not aware of any paving or other special assessments against the subject property.

We would ask that the mortgage be foreclosed, that the property be sold at public auction in accordance with law, that the sale be made subject to any liens for taxes and any special assessments of record against such property which have not been removed by these proceedings; also, subject to payment by the purchaser of interest at 7.25% per annum, the Note's current rate, on the balance of the bid from the date of sale to date of compliance with the bid; also, subject to any existing easements or restrictions of record; and also subject to payment by the purchaser for preparation of the deed and deed stamps.

We would further ask that this court issue an order reforming the Mortgage as described herein above and requested in the complaint.

REFERENCE ADJOURNED.
SWORN



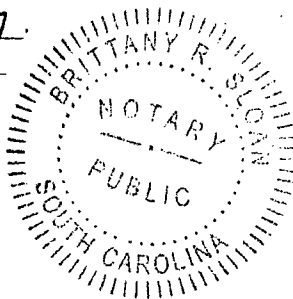
Genevieve S. Johnson, SC Bar No: 78480
Attorney for Plaintiff
Brock & Scott, PLLC
3800 Fernandina Road, Suite 110
Columbia, SC 29210
Phone 803-454-3540
Fax 803-454-3541
Date: 5/12/17

Sworn to or affirmed, and subscribed before me this the

12th day of May, 20 17.

Brittany A. Sloan
Notary Public for South Carolina

Commission Expires: 4/29/2024



1 STATE OF SOUTH CAROLINA)
2 COUNTY OF SPARTANBURG)

COURT OF COMMON PLEAS
2012-CP-42-3027

3 Deutsche Bank National Trust Company, as)
Trustee for Argent Securities Inc., Asset-Backed)
4 Pass-Through Certificates, Series 2004-W11,)

5 Plaintiff(s),)

6 vs.)

7 Geary Thomas Dooly; Eleanor S. Dooly; United)
States of America,)

8 Defendant(s).)
9)

TRANSCRIPT OF RECORD

May 16, 2017

Spartanburg, South Carolina

10 BEFORE:
11

HONORABLE GORDON G. COOPER, Master-in-Equity

12 APPEARANCES:
13

Genevieve S. Johnson, Esquire
14 **BROCK & SCOTT, PLLC**
Attorney for Plaintiff

15 **Geary Thomas Dooly**
16 Defendant, Pro Se

17
18
19 **DOROTHY HUNTSINGER**
20 Court Reporter
21
22
23
24
25

ROA 355

1 THE COURT: All right. This is case number 2012-3027, Deutsche Bank
2 versus Geary Thomas Dooly. We are here on the Plaintiff's motion for summary
3 judgment. Is that correct, Counsel?

4 MS. JOHNSON: Yes, Your Honor.

5 THE COURT: All right. Are you ready to proceed?

6 MS. JOHNSON: Yes, Your Honor.

7 THE COURT: All right.

8 MS. JOHNSON: Thank you. This is the Plaintiff's motion for summary
9 judgment. This is an older case, a 2012 case. We filed our motion supported by---

10 MR. DOOLY: Objection, Your Honor.

11 THE COURT: Mr. Dooly, if you would allow her to finish her presentation,
12 then I will let you speak.

13 MR. DOOLY: Thank you.

14 MS. JOHNSON: Thank you, Your Honor. Supported by an Affidavit of
15 Indebtedness. We are moving forward today asking Your Honor to grant judgment
16 on our Motion for Summary judgment and set the property for sale. As of today's
17 date we have a principal due of One hundred thirty-nine thousand, Seven dollars
18 and Sixty-five cents (\$139,007.65); interest, Fifty thousand, Three hundred Sixty-
19 two dollars and Forty cents (\$50,362.40); escrow, Fourteen thousand, One hundred
20 Ninety-nine dollars and Fifty-two cents (\$14,199.52); corporate advances, Three
21 thousand, Fifty-three dollars and Four cents (\$3,053.04); Late charges, Two
22 thousand, Five hundred Ninety-three dollars and Ninety-one cents (\$2,593.91); our
23 costs, Thirty-three dollars and Sixty-six cents (\$33.66); attorney's fees, Three
24 thousand Five hundred Seventeen dollars and Fifty cents (\$3,517.50); for a Total
25 Debt of Two hundred Twelve thousand, Seven hundred Sixty-seven dollars and

1 Sixty-eight cents (\$212,767.68).

2 THE COURT: And the basis for your motion, Counsel?

3 MS. JOHNSON: Your Honor, our motion is supported by an Affidavit of
4 Indebtedness signed by our client. They are the holder of the note and mortgage
5 executed by Mr. Dooly on this property.

6 THE COURT: All right. Mr. Dooly?

7 MR. DOOLY: My objection, Your Honor, is this person has no jurisdiction
8 and no authority exercised in this case today and I am here on special appearance
9 as the living man speaking for -- trying to preserve the property that is unjustly
10 being tried to take from me that I live on and I have--- This person is also in
11 default. I have entered a--- I answered their motion for this hearing. I answered
12 it with a counterclaim that, according to 12(a) of the Rules of South Carolina, a
13 counterclaim must be answered and it must be answered within thirty (30) days and
14 this one has not been answered. As a counterclaim, I actually become the Plaintiff,
15 as you know, in that particular document and that one was not addressed within the
16 thirty (30) days. So, everything in that counterclaim is null and -- is valid and
17 without ability for the Plaintiff to defend it and this hearing should not be
18 occurring. I talked with the Plaintiff's representative here, Ms. Johnson, and she
19 said this meeting was going to go on anyway even though she had not done it. She
20 had already violated the court or misused the court by stating in a previous filing
21 that the appeal that I did before the Appellate Court of South Carolina was denied
22 and it was not denied. It was affirmed in total and three different things that they
23 named in that which I named in my document were identified, one of which was
24 the counterclaims had to be heard and they still have to be heard and answered by
25 the Plaintiff if that Plaintiff can establish any authority and the first thing they

1 would have to do is identify some contract with the bank that they have this
2 authority rather than just usurping it and claiming that they have some authority
3 over this case without the bank giving them that authority because the bank is the
4 one that is actual Plaintiff and not this person. So, the bank has to give that
5 authority to someone to operate on their behalf on this specific foreclosure and I
6 move the Court dismiss this case with prejudice because of malfeasance that has
7 gone on and we are here today in an incorrect hearing when we should not be
8 because the -- my filing has not been answered by the Plaintiff and it was a
9 bonafide entry into the Court.

10 THE COURT: Well, Mr. Dooly, reviewing this file, back on December 31,
11 2014--- You may sit down if you would like.

12 MR. DOOLY: Sir?

13 THE COURT: You may sit down if you would like.

14 MR. DOOLY: Yes, sir.

15 THE COURT: December 31, 2014, I entered an Order dismissing your
16 counterclaims with prejudice. You appealed that Order of the dismissal of your
17 counterclaims and that Order -- my Order was affirmed by the Appeals Court on
18 September--- Let me see what the day is. It was clock stamped here September
19 8, 2015, dismissing -- affirming my Order dismissing your counterclaim and you
20 are saying that they affirmed, but you are misreading the Order from the Appellate
21 Court. They affirmed my Order dismissing your counterclaims.

22 MR. DOOLY: Do you have a document showing that, Your Honor? The
23 document I have did not say that.

24 THE COURT: Well, this is the document that is on file with the public
25 records dated September 3, 2015. It's called a Remittitur and it's an Order

1 affirming my Order dismissing your counterclaims.

2 MR. DOOLY: They affirmed three things.

3 THE COURT: The substance of the appeal was that the -- certain matters
4 you had brought up for the first time in the appeal and you cannot bring up issues
5 for the first time at an appeal level. The other matters as far as jurisdiction and the
6 law of the case and the motion for continuance were all affirmed. So, that is where
7 your appeal stands and that is that my Order that you appealed was affirmed. So,
8 I don't know what you are talking about as far as some other counterclaim because
9 your counterclaim was dismissed with prejudice and everything in your
10 counterclaim was dismissed with prejudice.

11 MR. DOOLY: This is a four-page document that I received from the
12 Supreme Court -- South Carolina Court of Appeals. Enclosed is the decision of
13 the Court with the Remittitur and it says clearly in big letters, affirmed, on the
14 second page.

15 THE COURT: Right.

16 MR. DOOLY: And then it goes on to name the various things. There were
17 several items in the appeal that they said they couldn't act on because they had not
18 been ruled on in a Court, but the three things they named was that the -- first off
19 was that the Master in Equity did not have jurisdiction over this case which---

20 THE COURT: That is not what the Order says, Mr. Dooly.

21 MR. DOOLY: Sir?

22 THE COURT: That is not what the Order says.

23 MR. DOOLY: It says Master in Equity lacked jurisdiction. Item five (5) in
24 their---

25 THE COURT: No, that's not the Order. You are reading what you alleged.

1 Go down to Paragraph one (1), entitled one (1).

2 MR. DOOLY: It says at the end of the paragraph, affirmed, and it says on
3 the first page that this is their---

4 THE COURT: Read the final sentence in the first paragraph under where it
5 says Per Curiam. The final sentence says we affirm pursuant to 220(b) South
6 Carolina Appellate Court Rules as to issue five (5), as to the jurisdiction, in an
7 action for foreclosure some or all of the causes of action may be referred to a
8 Master by order of the Circuit Court or Clerk of Court, and they are affirming
9 jurisdiction. Now, you are misreading this document.

10 MR. DOOLY: It says on Page three (3) of that document that we affirm
11 pursuant to Rule 220(b) SCACR and the following authorities and it gave those,
12 but right above that they named the things that they affirmed.

13 THE COURT: No, Mr. Dooly.

14 MR. DOOLY: Sir?

15 THE COURT: You are misreading this document. I'm trying to explain it
16 to you.

17 MR. DOOLY: Okay.

18 THE COURT: Those one (1) through twelve (12) are the items that you
19 brought up in the appeal; okay? Do you understand?

20 MR. DOOLY: That is correct.

21 THE COURT: Now, all they did was state what you brought up and they are
22 affirming my decision based on 220(b) and the following authorities. The ruling
23 starts as one (1), two (2), three (3) and four (4). Said this Court has jurisdiction.
24 Unappealed ruling becomes the law of the case and the motion for continuance is
25 in the sound discretion of the Court, and the rest of the matters which you brought

1 up first on appeal cannot be raised for the first time at the appellate level. So, you
2 are misreading the Orders. And the bottom line is this: my Order of December
3 31, 2014 was affirmed by the Appellate Court. That is what happened.

4 MR. DOOLY: That is what this document says?

5 THE COURT: That is what that document says. And you are pulling out the
6 portions of the document that are what the Court is reiterating what you have
7 appealed, the points you've made on appeal. They are not affirming those. So, I
8 want to be clear that you understand that the Court of Appeals affirmed my ruling
9 in this case which you appealed.

10 MR. DOOLY: They say that we affirm pursuant to Rule 220(b)---

11 THE COURT: Right.

12 MR. DOOLY: ---and the following authorities.

13 THE COURT: Exactly, and they went on to say---

14 MR. DOOLY: It does not say my appeal was denied. It says it was affirmed.

15 THE COURT: No, it doesn't say the appeal was affirmed. It says my Order
16 is affirmed. You appealed my Order and this ruling by the Court of Appeals
17 affirms my Order. That is all. It doesn't affirm your appeal. It affirms my Order.

18 MR. DOOLY: I do not interpret this document that way.

19 THE COURT: Well, I am sorry you are not interpreting it, but that is what
20 it is. That is what this says. It says that the Order that you--- You appealed it, my
21 Order. You appealed it and they affirmed my Order. They don't affirm an appeal.
22 They affirmed my Order. Whatever Order you are appealing from, that is what
23 they affirm, which dismissed your counterclaim.

24 MR. DOOLY: I appealed twelve (12) items, Your Honor.

25 THE COURT: I understand. Read the document, Mr. Dooly. Read the

1 document very slowly. They took one (1) as to the jurisdiction. They said I have
2 jurisdiction. Number two (2), an unappealed ruling becomes the law of the case.
3 Number three (3) motion for continuance is within the sound discretion, and then
4 on the fourth paragraph, numbered four (4) of the last page of the Order it says as
5 to the remaining issues. In other words, that means as to all those issues that you
6 brought up, you cannot raise them for the first time on appeal.

7 MR. DOOLY: Yes. There were several issues that I raised that had not been
8 brought up, on appeal.

9 THE COURT: Exactly. That is why they said you can't appeal those
10 because they are not ruled on.

11 MR. DOOLY: I understand that.

12 THE COURT: So, they affirmed my Order dismissing your counterclaim
13 with prejudice and that is the reason Counsel is here today with a Motion for
14 Summary judgment because the counterclaim has been dismissed and they are
15 entitled to summary judgment as to the foreclosure prayer for relief.

16 MR. DOOLY: And then subsequently this party filed a Motion for Summary
17 Judgment and I answered that motion---

18 THE COURT: I understand that.

19 MR. DOOLY: --- with an appeal. I'm sorry, with a counterclaim.

20 THE COURT: Exactly.

21 MR. DOOLY: Those counterclaims have not been addressed.

22 THE COURT: The counterclaim that you submitted had already been
23 dismissed with prejudice, that entire counterclaim.

24 MR. DOOLY: Say that again? I didn't--- The counterclaims---

25 THE COURT: The counterclaim that you submitted again in your Answer---

1 MR. DOOLY: These counterclaims are a new submission as of April 6, I
2 believe it was, and it must be addressed by the Plaintiff.

3 THE COURT: Counsel?

4 MS. JOHNSON: Your Honor, I would assert that they are just restatements
5 of the same counterclaim already dismissed by the Court, and even if they were
6 not, they are not timely filed under the Rules of Civil Procedure for South
7 Carolina. They would have needed to be filed years ago before the Answer time
8 expired. There has been no Order of this Court allowing any additional filings.
9 The Court has expressly said the opposite. No additional filings. Counterclaims
10 have been dismissed.

11 THE COURT: Okay.

12 MR. DOOLY: Again, I move this Court dismiss this case with prejudice
13 based on the various things I've outlined that were not answered in my
14 counterclaim.

15 THE COURT: All right. Counsel, anything further?

16 MS. JOHNSON: Your Honor, really nothing further. The counterclaims
17 have been dismissed by the Court. Any additional filings are not timely at this
18 point. Based on the pleadings, exhibits, Affidavits and submissions we've made,
19 we have properly proved our case and we are entitled to summary judgment at this
20 time. We've met our initial burden of proof. They've come forward with no other
21 specific facts or issues. There is nothing remaining for trial and I think summary
22 judgment is proper at this time.

23 THE COURT: All right. I'm going to deny the motion for dismissal of the
24 case. I'm going to grant the motion for summary judgment based on the pleadings
25 in this case based on the appeal as far as the affirmation of my original Order back

1 on December 31, 2014. And Counsel, is this being set for a sale?

2 MS. JOHNSON: Yes, Your Honor. We would ask for the July sale.

3 THE COURT: Did you file the notice?

4 MS. JOHNSON: We filed a Notice of Sale and proposed Order
5 electronically the other day.

6 THE COURT: All right. Let's see.

7 MS. JOHNSON: And I do have a physical copy as well.

8 THE COURT: Let me see what---

9 MR. DOOLY: Your Honor?

10 THE COURT: Yes, sir.

11 MR. DOOLY: I move the Court order that this case not go forth until
12 anything -- anything about this case until the Plaintiff has established jurisdiction
13 in this Court. That has not been done that they've established jurisdiction.

14 THE COURT: Okay. Mr. Dooly, that has been established and affirmed by
15 the Order of the Appellate Court in that Order. They have confirmed that I have
16 jurisdiction in this case. That is what that Order says that we talked about earlier.
17 There was an affirmation in that Order that this Court has jurisdiction.

18 MR. DOOLY: There is nothing on the record saying that these people have
19 a contract with the bank to bring this case. Nothing. And have refused it over and
20 over again and I have the right to have that documentation.

21 THE COURT: I'm going to deny your motion, Mr. Dooly because it has
22 already been covered and ruled on. I see the notice. All of that was filed together.
23 All right. I have signed the Order and the matter is set for the July 3rd sale date.
24 July 3rd is the sale date. I have signed the Order electronically and it is all on the
25 public record if you want to view it, Mr. Dooly.

1 MR. DOOLY: Will that be mailed to me?

2 THE COURT: It has been electronically filed and the Clerk should be
3 mailing it to you. If you don't get a copy, it's on the public record if you want to
4 go in and if you want to look at it on record.

5 MR. DOOLY: Can I get that today?

6 THE COURT: I don't know that it has been filed yet, or approved. It has got
7 to go through the acceptance process with the electronic filing, but I have signed
8 it. Check with the Clerk later today. But you can also go on line with a computer
9 and check it and print out your own copy at your home or wherever if you have a
10 computer.

11 MR. DOOLY: Okay.

12 THE COURT: So, it's available as soon as they clear it for filing. All right.
13 That concludes the hearing and we are off the record as far as the recording.

14 MS. JOHNSON: Thank you, Your Honor.

15 MR. DOOLY: Your Honor, was that sale date July the what?

16 THE COURT: The 3rd.

17 MR. DOOLY: Thank you, Your Honor.

18 THE COURT: All right. Have a good day, Mr. Dooly.

19 *COURT REPORTER'S NOTE: NO EXHIBITS WERE MARKED DURING THE*
20 *PROCEEDING AND NO DOCUMENTS WERE LEFT WITH THE COURT*
21 *REPORTER.*

22 **--- -- END OF RECORD --- --**

23

24

25

FORM 1

NOTICE OF APPEAL IN A CIVIL CASE

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM SPARTANBURG COUNTY

Court of Common Pleas
Gordon G. Cooper, Master in Equity

Case No. 2012-CP-42-3027

Deutsche Bank National Trust Company,
As Trustee for Argent Securities Inc.,
Asset-Backed Pass-Through Certificates,
Series 2004-W11

Respondent

v.

Geary Thomas Dooly

Appellant

NOTICE OF APPEAL

geary thomas family dooly appeals the orders of the Honorable Gordon G. Cooper dated May 16, 2017. Appellant has not received written notice of entry of this order on May 16, 2017.

May 24, 2017

geary-thomas: dooly
c/o post office box 3326
spartanburg, south carolina [29304]
Phone (864) 978-3426

Attorney for the Respondent/ Counsel of Record:
Brock & Scott LLP
Genevieve S. Johnson, SC Bar No. 78480, and
William P. Stork, SC Bar No. 100242
Westpark Center
3800 Fernandina Road, Suite 110
Columbia, SC 29210 Phone (803) 4545-3541

RAA 366

1 MR. DOOLY: These counterclaims are a new submission as of April 6, I
2 believe it was, and it must be addressed by the Plaintiff.

3 THE COURT: Counsel?

4 MS. JOHNSON: Your Honor, I would assert that they are just restatements
5 of the same counterclaim already dismissed by the Court, and even if they were
6 not, they are not timely filed under the Rules of Civil Procedure for South
7 Carolina. They would have needed to be filed years ago before the Answer time
8 expired. There has been no Order of this Court allowing any additional filings.
9 The Court has expressly said the opposite. No additional filings. Counterclaims
10 have been dismissed.

11 THE COURT: Okay.

12 MR. DOOLY: Again, I move this Court dismiss this case with prejudice
13 based on the various things I've outlined that were not answered in my
14 counterclaim.

15 THE COURT: All right. Counsel, anything further?

16 MS. JOHNSON: Your Honor, really nothing further. The counterclaims
17 have been dismissed by the Court. Any additional filings are not timely at this
18 point. Based on the pleadings, exhibits, Affidavits and submissions we've made,
19 we have properly proved our case and we are entitled to summary judgment at this
20 time. We've met our initial burden of proof. They've come forward with no other
21 specific facts or issues. There is nothing remaining for trial and I think summary
22 judgment is proper at this time.

23 THE COURT: All right. I'm going to deny the motion for dismissal of the
24 case. I'm going to grant the motion for summary judgment based on the pleadings
25 in this case based on the appeal as far as the affirmation of my original Order back

Federal Court prosecution. FINALLY, Mr. John L. O'Brien, Jr Register of Deeds of Southern Essex District, Salem Massachusetts stated in his cover letter with his AFFIDAVITS re "the four robo signers" as follows: If you [Alleged Defendant] are currently being foreclosed upon, this AFFIDAVIT may be presented to your attorney, the lender, or the court to show that your chain of title has been corrupted." This statement is part of the above mentioned [See Exhibit # 5] , and Alleged Defendant hereby presents said AFFIDAVITS to the court, and Plaintiff. This Case has no standing without proof that Mr. O'Brien testimony is untrue wherein he would be, in his words, "October 3, 2012, under the pains and penalty of perjury." Alleged Defendant is aware that in other cases, it has been ruled that one cannot question a document to which he is not a party, however, in instant case and instant questioning, the document does contain the named Alleged Defendant, and the questioning does relate to fraud upon the court of using a document that was sworn by affidavit to be corrupt by the Officer of Record of Deeds. Therefore , it is left to the Plaintiff to prove validity of the Assignment Document.

6. Lack Of Jurisdiction over geary-thomas: dooly, the living man

LACK OF JURISDICTION of Master-in-Equity has been AFFIRMED by the South Carolina Court of Appeals via their Order re Alleged Defendant's Appeal [See Exhibit # 1]. I am geary-thomas: dooly, the living man on the soil of South Carolina. The land that I live on is in the following names: geary-thomas: dooly, the living man, and eleanor-s.: dooly, the living woman. It is published in the Spartan Weekly News in two entries each of April 7,14, & 21, 2016, namely "LEGAL NOTICE: NOTICE OF: QUIT CLAIM ON LAND", and "LEGAL NOTICE: CERTIFICATE OF ASSUMED NAME

FILED
CLERK OF COURT
SOUTHERN DISTRICT
2017 APR -6 AM 9:58
NORFOLK COUNTY

FOR A NON-PROFIT, CHARITABLE ORGANIZATION, A SOLE PROPRIETORSHIP, A PARTNERSHIP, A LIMITED PARTNERSHIP, AND OR TRUST".

Therefore, there is no jurisdiction in a Military Court conducted under the Military Flag. Discussions of claims, complaints, or any matter would need to be done in Chancery Court which, I believe, is held in Judges Quarters without an Attorney representing either party.

7. There is no evidence of account and general ledger statement(s) showing full accounting of the alleged obligation that Plaintiff is attempting to collect, or that Plaintiff actually loaned their own money versus lending their credit. NOTE: It has been fully established by Case Law that banks cannot lend their credit. [See Exhibit # 6] for some 25 such case law citations in support of same].

Evidence necessary to resolve and prove the validity and source of funds of Plaintiff's alleged loan would include, as previously demanded:

- a) FR 2046 balance sheet (OMB #s 2046, 2049, 2099, and
- b) FAS 95 Cash Flow Statements, and
- c) 1099 OID report, and
- d) CUSIP number(s), and
- e) SEC Registration # of the pooled trust, and
- f) FWP (free Writing Prospectus)

FILED
CLERK OF COURT
STANISLAUS COUNTY
2017 APR -6 AM 9:58
M. HOPE BLACKLEY

7
7
ROA 369

1 Sixty-eight cents (\$212,767.68).

2 THE COURT: And the basis for your motion, Counsel?

3 MS. JOHNSON: Your Honor, our motion is supported by an Affidavit of
4 Indebtedness signed by our client. They are the holder of the note and mortgage
5 executed by Mr. Dooly on this property.

6 THE COURT: All right. Mr. Dooly?

7 MR. DOOLY: My objection, Your Honor, is this person has no jurisdiction
8 and no authority exercised in this case today and I am here on special appearance
9 as the living man speaking for -- trying to preserve the property that is unjustly
10 being tried to take from me that I live on and I have--- This person is also in
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12 it with a counterclaim that, according to 12(a) of the Rules of South Carolina, a
13 counterclaim must be answered and it must be answered within thirty (30) days and
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16 thirty (30) days. So, everything in that counterclaim is null and -- is valid and
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21 that the appeal that I did before the Appellate Court of South Carolina was denied
22 and it was not denied. It was affirmed in total and three different things that they
23 named in that which I named in my document were identified, one of which was
24 the counterclaims had to be heard and they still have to be heard and answered by
25 the Plaintiff if that Plaintiff can establish any authority and the first thing they

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

RECEIVED

MAR 02 2018

SC Court of Appeals

APPEAL FROM SPARTANBURG COUNTY

Court of Common Pleas, Gordon G. Cooper, Master in Equity

Case No. 2012-CP-42-3027

Appellate Case No. 201001238

DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE FOR ARGENT
SECURITIES INC., ASSET-BACKED PASS-THROUGH CERTIFICATES, SERIES 2004-W11.....RESPONDENT

V.

Geary Thomas Dooly, Eleanor S. Dooly and United States of America, Defendants

Of whom Geary Thomas Dooly is the APPELLANT

SCACR RULE 210(g) CERTIFICATE OF COMPLIANCE

The undersigned Appellant hereby certifies that the RECORD ON APPEAL contains all material proposed to be include by any of the parties and not any other material per SCACR Rule 210(g).

February 28, 2018

Geary-Thomas Dooly
c/o P.O.Box 3326 Spartanburg, South Carolina [29304]
Appellant, pro se vivus

Geary-Thomas Dooly