

6

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

Roger M. Young, Sr., Circuit Court Judge
Mikell R. Scarborough, Master In Equity, Charleston County

Case No. 2017-000613

U.S. Bank Trust, N.A., as
Trustee for LSF9 Master
Participation Trust

Respondent,

v.

Robert E. Hammond,

Appellant.

RECEIVED

MAR 14 2018

SC Court of Appeals

RECORD ON APPEAL

John R. Cantrell, Jr.
Cantrell Legal, PC
Post Office Box 1276
Goose Creek, SC 29445-1276
(843) 797-2454
Attorney for Appellant

William P. Stork
Scott & Corley, P.A.
Post Office Box 2065
Columbia, SC 29202
(803) 252-3340
Attorney for Respondent

INDEX

Order Substituting Plaintiff Filed December 1, 2016	2
Form 4 Order Denying Motion to Reconsider Filed January 26, 2017	7
Order Granting Motion to Amend Filed June 27, 2016	9
Motion to Reconsider Order Substituting Plaintiff Filed December 22, 2016	11
Complaint Filed October 13, 2011	17
Answer Filed December 14, 2011	24
Motion to Amend Filed March 31, 2016	31
Amended Answer and Third Party Complaint Filed January 23, 2017	42
Transcript of Hearing on Defendant's Motion to Reconsider Held on January 23, 2017	50
Notice of Appeal Filed March 13, 2017	76
Case Docket Showing Dates and Times of Filed Documents	79
Certificate of Appellant	81
Certificate of Service	82

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

Nationstar Mortgage LLC,

PLAINTIFF,

VS.

Robert E. Hammond

DEFENDANT(S).

IN THE COURT OF COMMON PLEAS

CASE NO. 2011-CP-10-07446

MOTION AND ORDER INFORMATION FORM
AND COVER SHEET

SUBMITTING PARTY: PLAINTIFF

Name, SC Bar No. and Address of Plaintiff's Attorney

Ronald C. Scott, SC Bar #4996
Reginald P. Corley, SC Bar #69453
Angelia J. Grant, SC Bar #78334
Vance L. Brabham, III, SC Bar #71250
Jessica S. Corley, SC Bar #80470
ATTORNEYS FOR PLAINTIFF
2712 Middleburg Drive, Suite 200
(P.O. Box 2065)
Columbia, SC 29204 (29202)
Telephone: (803) 252-3340
Fax: (855) 601-4921

Email: rons@scottandcorley.com
vanceb@scottandcorley.com
matthewr@scottandcorley.com
tashat@scottandcorley.com

Allison E. Heffernan, SC Bar #68530
Matthew E. Rupert, SC Bar #100740
William P. Stork, SC Bar #100242
Louise M. Johnson, SC Bar #16586
Tasha B. Thompson, SC Bar #76415

Name, SC Bar No. and Address of Defendant's Attorney

angig@scottandcorley.com
allisonh@scottandcorley.com
ceasiej@scottandcorley.com

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

SECTION I: HEARING INFORMATION

Nature of Motion: _____

Estimated Time Needed: _____

Court Reporter Needed: Yes/No

SECTION II: MOTION TYPE

- ☐ Written Motion attached
☐ Form Motion -

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

Signature of Attorney for Plaintiff/Defendant

Date Submitted

11/22, 2016

SECTION III: MOTION FEE

☐ PAID - AMOUNT: \$25.00

☐ EXEMPT: ☐ Rule to Show Cause in Child or Spousal Support

☐ Domestic Abuse or Abuse and Neglect

☐ Indigent Status

☐ Sexually Violent Predator Act

☐ Motion for Stay in Bankruptcy

☐ Motion for Publication

☐ 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

☐ Stage Agency v. Indigent Party
Post-Conviction Relief

☐ Motion for Execution (Rule 69, SCRCP)

JUDGE'S SECTION

☐ Motion Fee to be paid upon filing of the attached order.

☐ Other

JUDGE CODE: _____

DATE: _____

Judge Signature

CLERK'S VERIFICATION

Collected by: _____

DATE FILED: _____

☐ MOTION FEE COLLECTED: \$ _____
☐ CONTESTED - AMOUNT DUE: \$ _____

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

Nationstar Mortgage LLC,

PLAINTIFF,

VS.

Robert E. Hammond,

DEFENDANT(S).

IN THE COURT OF COMMON PLEAS

CASE NO. 2011-CP-10-07446

ORDER SUBSTITUTING PLAINTIFF

BY

JULIE J. ARNSTRONG
CLERK OF COURT

2016 DEC - 1 PM 2:22

FILED

(161121.00097BH)

Upon motion of the Plaintiff, by and through its attorney, and it appearing that the Note and Mortgage, which are the subject of this action, is held by U.S. Bank Trust, N.A., as Trustee for LSF9 Master Participation Trust, and that pursuant to Rule 17(a) of the South Carolina Rules of Civil Procedure, U.S. Bank Trust, N.A., as Trustee for LSF9 Master Participation Trust is the real party in interest in whose name this suit should be prosecuted. A copy of the recorded Assignment of Mortgage is attached hereto as Exhibit "A". Now, therefore, it is

ORDERED that U.S. Bank Trust, N.A., as Trustee for LSF9 Master Participation Trust be and is hereby substituted as Plaintiff in place of Nationstar Mortgage LLC.

IT IS FURTHER ORDERED that the substitution of U.S. Bank Trust, N.A., as Trustee for LSF9 Master Participation Trust as Plaintiff shall have the same effect as if this action had been commenced in its name, that hereafter, the caption of the case shall reflect U.S. Bank Trust, N.A., as Trustee for LSF9 Master Participation Trust as Plaintiff and that it shall be unnecessary to amend the pleadings and orders previously issued and filed in this action to reflect such substitution.

AND IT IS SO ORDERED.

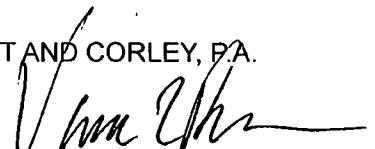
Charleston, South Carolina

12/1, 2016

Presiding Judge
Charleston County

I SO MOVE:

SCOTT AND CORLEY, P.A.

By: 

Ronald C. Scott, SC Bar #4996

Reginald P. Corley, SC Bar #69453

Angelia J. Grant, SC Bar #78334

Vance L. Brabham, III, SC Bar #71250

Jessica S. Corley, SC Bar #80470

Allison E. Heffernan, SC Bar #68530

Matthew E. Rupert, SC Bar #100740

William P. Stork, SC Bar #100242

Louise M. Johnson, SC Bar #16586

Tasha B. Thompson, SC Bar #76415

ATTORNEYS FOR PLAINTIFF

2712 Middleburg Drive, Suite 200

Columbia, SC 29204

803-252-3340

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

Nationstar Mortgage LLC,

PLAINTIFF,

VS.

Robert E. Hammond,

DEFENDANT(S).

IN THE COURT OF COMMON PLEAS

CASE NO. 2011-CP-10-07446

CERTIFICATE OF
SERVICE BY MAIL

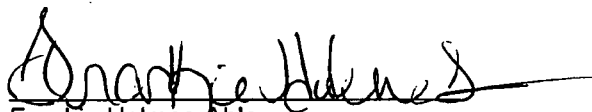
(161121:00097BH)

The undersigned hereby certifies that she is an employee of Scott and Corley, P.A. and is a person of such age and discretion as to be competent to serve papers and that on November 22, 2016, she mailed a copy of the Order Substituting Plaintiff by placing said copy in a postpaid envelope addressed to the person hereinafter named, at the place and address stated below, which is the last known address, and by depositing said envelope and contents in the United States Mail at the Scott and Corley, P.A. office, 2712 Middleburg Drive, Suite 200, Columbia, SC 29204.

Addressee:

John R. Cantrell, Esquire
(Attorney for Robert E. Hammond)
Post Office Box 1276
Charleston, SC 29445-1276

FILED
2016 DEC - 1 PM 2:22
JULIE J. ARMSTRONG
CLERK OF COURT



Frankie Holmes-Able
SCOTT AND CORLEY, P.A.
2712 Middleburg Dr., St 200 (29204)
P.O. Box 2065 (29202)
Columbia, South Carolina

When Recorded Return To:
Caliber Home Loans, Inc ATTN: Kendra Cook
13801 Wireless Way
Oklahoma City, OK 73134

REC'D PAYMENT 10.28.16
PER CLERK
RMC OFFICE AMF
CHARLESTON COUNTY, SC

ASSIGNMENT OF MORTGAGE

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency of which is hereby acknowledged, the undersigned, NATIONSTAR MORTGAGE LLC, WHOSE ADDRESS IS 8950 CYPRESS WATERS BLVD., COPPELL, TX 75019, (ASSIGNOR), by these presents does convey, grant, assign, transfer and set over the described Mortgage with all interest secured thereby, all liens, and any rights due or to become due thereon to U.S. BANK TRUST, N.A., AS TRUSTEE FOR LSF9 MASTER PARTICIPATION TRUST, WHOSE ADDRESS IS 13801 WIRELESS WAY, OKLAHOMA CITY, OK 73134 (405)608-2530, ITS SUCCESSORS AND ASSIGNS, (ASSIGNEE)

Said Mortgage dated 09/13/2006, made by ROBERT E HAMMOND to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR TAYLOR, BEAN AND WHITAKER MORTGAGE CORP., ITS SUCCESSORS AND ASSIGNS and recorded 11/21/2006 in the Recorder or Registrar of Deeds of CHARLESTON County, South Carolina in Book 1606 and Page 075.

Dated on 8.17/2016 (MM/DD/YYYY)
NATIONSTAR MORTGAGE LLC

By:

Marguerita Witzigman
Marguerita Witzigman

Vice President of Loan Documentation

All persons whose signatures appear above have qualified authority to sign and have reviewed this document and supporting documentation prior to signing.

Signed and Acknowledged
in the Presence of:

Daniel Thompson
Witness 1

E. Green
Ercilia Green
Witness 2

STATE OF FLORIDA COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me on 8.17/2016 (MM/DD/YYYY), by Marguerita Witzigman as Vice President of Loan Documentation of NATIONSTAR MORTGAGE LLC, who, as such Vice President of Loan Documentation being authorized to do so, executed the foregoing instrument for the purposes therein contained. He/she/they is (are) personally known to me.

Danielle Kennedy
Danielle Kennedy
Notary Public - State of FLORIDA
Commission expires: 06/26/2017



Danielle Kennedy
Notary Public State of Florida
My Commission # FF031287
Expires June 26, 2017

Document Prepared By: E.Lance/NTC, 2100 Alt. 19 North, Palm Harbor, FL 34683 (800)346-9152.
Recording Requested By: Caliber Home Loans, Inc ATTN: Kendra Cook, 13801 Wireless Way, Oklahoma City, OK 73134

NSBTA -- SENTINEL-CALIBER DOCR [PREP-1] FRMSC1

Scott & Corley, PA
Post Office Box 208
Columbia, SC 29202

SCOTT AND CORLEY, P.A.
Attorneys and Counselors at Law

Street Address:
2712 Middleburg Drive, Suite 200
Columbia, SC 29204

Telephone: (803) 252-3340
Facsimile: (855) 611-8548

Mailing Address:
P.O. Box 2065
Columbia, SC 29202

November 22, 2016

The Honorable Julie J. Armstrong
Charleston Clerk of Court
100 Broad Street, Suite 106
Charleston, SC 29401-2210

Re: Nationstar Mortgage LLC v. Robert E. Hammond
Case No. 2011-CP-10-07446; SLF No. 161121.00097BH

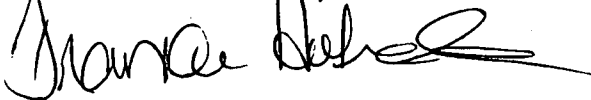
Dear Mrs. Armstrong:

Enclosed please find the original and one copy of proposed Order Substituting Plaintiff (with the Certificate of Service by Mail) to be signed and filed in the above-referenced matter. Should the Order meet with the Judge's approval, please file the original and return a clocked copy in the envelope provided. Also, enclosed please find our firm's check in the amount of \$25.00, representing the motion filing fee.

Should you have any questions, please do not hesitate to contact me.

Very truly yours,

SCOTT AND CORLEY, P.A.



Frankie Holmes-Able
Foreclosure Paralegal

Enclosures: As stated.

THIS FIRM COLLECTS DEBT FOR MORTGAGE LENDERS AND OTHER CREDITORS. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. HOWEVER, IF YOU HAVE PREVIOUSLY RECEIVED A DISCHARGE IN BANKRUPTCY, THIS MESSAGE IS NOT AND SHOULD NOT BE CONSTRUED AS AN ATTEMPT TO COLLECT A DEBT, BUT ONLY AS AN ATTEMPT TO ENFORCE A LIEN.

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

FORM 4

JUDGMENT IN A CIVIL CASE

CASE NO. 2011 CP-10-7446

Nationstar Mortgage, LLC

Hammond

PLAINTIFF(S)

DEFENDANT(S)

Submitted by:

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
- ☐ **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: This matter came before the court on January 23, 2017 on Defendant Hammond's Motion to Reconsider Order Granting Substitution of Plaintiff and for Sanctions filed December 22, 2016. The court DENIES the motion finding the Motion was not properly filed per Rule 59(e), SCRPC, and that no prejudice has been shown other than Defendant Hammond's delay in the filing of his First Amended Answer and Third Party Complaint.

ORDER INFORMATION

This order ☐ ends ☒ does not end the case.

Additional Information for the Clerk :

INFORMATION FOR THE PUBLIC 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)
NA	NA	\$NA
		\$
		\$

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

3062

Judge Code

Date

For Clerk of Court Office Use Only

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

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

CLERK OF COURT

Court Reporter:

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

FORM 4

JUDGMENT IN A CIVIL CASE

CASE NO. 2011 CP-10-7446

Ocwen

Hammond

2016 JUN 27 AM 10:27

JULIE J. ARMSTRONG
CLERK OF COURT

PLAINTIFF(S)

DEFENDANT(S)

Submitted by:

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), SCRCP; ☐ Rule 41(a), SCRCP (Vol. Nonsuit); ☐ 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

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: This matter came before the court for argument on June 20, 2016 and the court finds as follows. Defendant's Motion to Amend filed March 31, 2016 is GRANTED in part to add the S.C. Unfair Trade Practices Act counterclaim against Ocwen as a Third Party Defendant. The Motion to Compel filed by Plaintiff on June 10, 2016 is GRANTED, and Defendant Hammond shall have thirty (30) days from the date of this order to respond. Finally, the Scheduling Order previously entered in this matter is VACATED.

ORDER INFORMATION

This order ~~ends~~ ☒ does not end the case.
Additional Information for the Clerk:

MLB

INFORMATION FOR THE PUBLIC INDEX

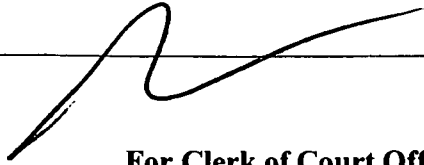
Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

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



3062

Judge Code

Date

6/14/16

For Clerk of Court Office Use Only

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

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

CLERK OF COURT

Court Reporter:

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

U.S. BANK TRUST, N.A., AS TRUSTEE FOR
LSF9 MASTER PARTICIPATION TRUST

Plaintiff,

vs.

ROBERT E. HAMMOND

Defendant.

IN THE COURT OF COMMON PLEAS
NINTH JUDICIAL CIRCUIT

CASE NO.: 2011 -CP-10-07446

MOTION AND ORDER INFORMATION

FORM AND COVERSHEET

Plaintiff's Attorney: <u>John R. Cantrell, Jr, Bar No. 010309</u> Address: <u>PO Box 1276, Goose Creek, SC 29445-1276</u> Phone: <u>(843) 797-2454</u> Fax <u>(309) 213-0922</u> E-mail: <u>lawyer@comcast.net</u> Other: _____		Defendant's Attorney: <u>Vance L. Brabham, Bar No. 71250</u> Address: <u>PO Box 2065, Columbia, SC 29202</u> Phone: <u>(803) 252-3340</u> Fax _____ E-mail: <u>vanceb@scottandcorley.com</u> 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 Information			
Nature of Motion: Motion to Reconsider and for Sanctions Estimated Time Needed: <u>30 minutes</u> Court Reporter Needed: ☒ YES ☐ NO			
SECTION II: Motion/Order Type			
☐ Written motion attached ☐ Form Motion/Order I hereby move for relief or action by the court as set forth in the attached proposed order.			
Signature of Attorney for ☐ Plaintiff / ☐ Defendant		Date submitted	
SECTION III: Motion Fee			
☒ PAID – AMOUNT: \$ <u>25.00</u> ☐ 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 VERIFICATION			
Collected by: _____ Date Filed: _____ ☐ MOTION FEE COLLECTED: \$ _____ ☐ CONTESTED – AMOUNT DUE: \$ _____			

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

U.S. BANK TRUST, N.A., AS TRUSTEE)
FOR LSF9 MASTER PARTICIPATION)
TRUST)

Plaintiff,)

v.)

ROBERT E. HAMMOND)

Defendant.)

IN THE COURT OF COMMON PLEAS
NINTH JUDICIAL CIRCUIT

CASE NO.: 2011-CP-10-0744

**MOTION TO RECONSIDER ORDER
SUBSTITUTING PLAINTIFF AND
FOR SANCTIONS**

JULIE J. ARMSTRONG
CLERK OF COURT

2016 DEC 22 PM 2:12

FILED

Comes now the Defendant, Robert E. Hammond, by and through his undersigned counsel, and moves the Court for the following relief. Please take notice that on the tenth day after today's service date, or as soon thereafter as this motion can be heard, defendant will request the following relief from this court:

1. On November 30, 2016, Defendant's attorney of record received by mail a copy of a proposed Order Substituting Plaintiff.
2. On December 1, 2016, this court entered its Order allowing the plaintiff named in the caption above to be substituted as the plaintiff in this action.
3. On December 7, 2016, the defendant's attorney of record received notice of the entry of the subject Order.
4. The proposed order that was submitted by plaintiff was not a consent order as the defendant's consent to the Order was neither requested nor given. Defendant did

not know about the proposed order until it was received by defendant's counsel on November 30, 2016.

5. Plaintiff did not file a Motion to Substitute Plaintiff in connection with the proposed order, in violation of Rule 7(b), SCRCF.
6. Plaintiff also did not file a Notice of Motion giving defendant the required 10 days to object to plaintiff's requested substitution of plaintiff.
7. If plaintiff had filed a motion to substitute plaintiff and given defendant the required 10 days to object to plaintiff's motion, then defendant would have objected to plaintiff's proposed substitution of plaintiff.
8. Defendant has been prejudiced by plaintiff's failure to follow the SCRCF and has been denied the right to procedural due process, as granted by both the United States and South Carolina constitutions.
9. Plaintiff knew or should have known that its actions in depriving defendant of procedural due process were improper and in violation of applicable law and procedural rules.
10. Plaintiff's actions in filing the improper proposed order substituting plaintiff were in violation of Rule 11(a), SCRCF, since there were not good grounds to support submitting the proposed order without either first obtaining the defendant's consent or by submitting the required motion to obtain the requested relief.
11. Upon information and belief, plaintiff's actions in filing the improper proposed order substituting plaintiff were not done in good faith.

12. Defendant has incurred damages, including unnecessary attorney fees and costs,
as a result of plaintiff's submission of the improper order substituting plaintiff.

WHEREFORE, Defendant respectfully requests that the court provide the defendant with the following relief:

- A. Reconsider and vacate its prior Order Substituting Plaintiff.
- B. Restore the caption of the case as it was before the prior Order Substituting Plaintiff.
- C. Find that Nationstar Mortgage, LLC, and/or its attorneys as may be appropriate, have violated Rules 7(b) and 11(a), SCRPC.
- D. Find that Nationstar Mortgage, LLC, and/or its attorneys as may be appropriate, are liable to compensate defendant for his damages incurred as a result of plaintiff's improper actions.
- E. Find that Nationstar Mortgage, LLC's complaint against defendant is now moot due to its admissions in the proposed order substituting plaintiff regarding the transfer of any interest that it might have had in the note and mortgage that are the subject of the pending complaint.
- F. For such other relief as the court may find just and proper.

Dated this December 19, 2016.

Cantrell Legal, PC



John R. Cantrell, Jr.

Attorney for Defendant

P.O. Box 1276

Goose Creek, SC 29445

Telephone: (843) 797-2454

Facsimile: (309) 213-0922

Email: lawyer@comcast.net

SC Bar # 10309

2011-CP-10-7446

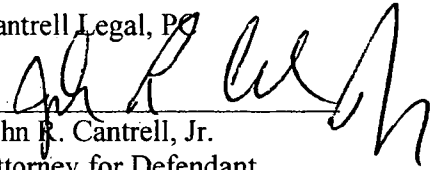
CERTIFICATE OF SERVICE

This is to certify that the undersigned has this day served the attached Motion to Reconsider Order Substituting Plaintiff and for Sanctions on all the parties to this case by serving the below named attorney for Plaintiff by regular mail, with sufficient postage attached, to the address below on this date.

Vance L. Brabham, Esq.
Scott & Corley, P.A.
PO Box 2065
Columbia, SC 29202

Dated this December 19, 2016.

Cantrell Legal, PC



John R. Cantrell, Jr.
Attorney for Defendant

FILED
2016 DEC 22 PM 2:12
JULIE J. ARMSTRONG
CLERK OF COURT
BY _____

CANTRELL LEGAL, PC

PO BOX 1276

GOOSE CREEK SC 29445-1276

843-797-2454 (voice) 309-213-0922 (fax)

Email: lawyer@comcast.net

COVER LETTER

December 19, 2016

Charleston County Clerk of Court
100 Broad Street, Suite 106
Charleston, South Carolina 29401-2258

ATTN.: Recording Clerk

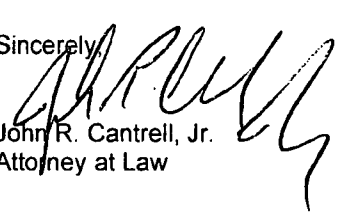
IN RE: U.S. Bank Trust, N.A. v. Hammond

Case No.: 2011-CP-10-07446

Dear Clerk:

- (X) Enclosed are the following documents for filing or for your files:
Original Motion to Reconsider Order Substituting Plaintiff and for Sanctions
- () Please return the extra copies stamped filed in the SASE provided.
- (X) Enclosed is check # 1133 for \$25.00.
- () Other:

Sincerely,


John R. Cantrell, Jr.
Attorney at Law

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

Ocwen Loan Servicing, LLC,

PLAINTIFF,

vs.

Robert E. Hammond,

DEFENDANT(S).

F10-09137

IN THE COURT OF COMMON PLEAS

SUMMONS

(NON-JURY MORTGAGE FORECLOSURE)

C/A NO:

2011-CP-10-7446

DEFICIENCY REQUESTED

BY

JULIE J. ARMSTRONG
CLERK OF COURT

2011 OCT 13 PM 12:16

FILED

TO THE DEFENDANTS ABOVE NAMED:

YOU ARE HEREBY SUMMONED and required to answer the Complaint herein, a copy of which is herewith served upon you, or otherwise appear and defend, and to serve a copy of your Answer to said Complaint upon the subscriber at his office, 1300 Pickens Street, P.O. Box 11264, Columbia, South Carolina, 29211-1264, within thirty (30) days after service hereof, except as to the United States of America, which shall have Sixty (60) days, exclusive of the day of such service, and if you fail to answer the Complaint within the time aforesaid, or otherwise appear and defend, the Plaintiff in this action will apply to the Court for the relief demanded therein, and judgment by default will be rendered against you for the relief demanded in the Complaint.

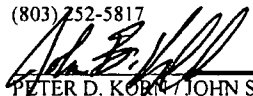
TO MINOR(S) OVER FOURTEEN YEARS OF AGE, AND/OR TO MINOR(S) UNDER FOURTEEN YEARS OF AGE AND THE PERSON WITH WHOM THE MINOR(S) RESIDES, AND/OR TO PERSONS UNDER SOME LEGAL DISABILITY:

YOU ARE FURTHER SUMMONED AND NOTIFIED to apply for the appointment of a guardian ad litem within thirty (30) days after the service of this Summons and Notice upon you. If you fail to do so, application for such appointment will be made by the Mortgagee immediately and separately and such application will be deemed absolute and total in the absence of your application for such an appointment within thirty (30) days after the service of the Summons and Complaint upon you.

YOU WILL ALSO TAKE NOTICE that should you fail to Answer the foregoing Summons, the Plaintiff will move for an Order of Reference of this cause to the Master-in-Equity or Special Referee in/for this County, which Order shall, pursuant to Rule 53 of the South Carolina Rules of Civil Procedure, specifically provide that the said Master in Equity or Special Referee is authorized and empowered to enter a final judgment in this cause with appeal only to the South Carolina Court of Appeals pursuant to Rule 203(d)(1) of the SCAR, effective June 1, 1999.

KORN LAW FIRM, P.A.

1300 Pickens Street
P.O. Box 11264
Columbia, S.C. 29211-1264
(803) 252-5817


PETER D. KORN / JOHN S. KAY
ALAN M. STEWART / JOHN B. KELCHNER
H. GUYTON MURRELL / MEREDITH S. LEE
Attorneys for Plaintiff

Columbia, South Carolina
October 11, 2011

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

Ocwen Loan Servicing, LLC,

PLAINTIFF,

vs.

Robert E. Hammond,

DEFENDANT(S).

F10-09137

IN THE COURT OF COMMON PLEAS

COMPLAINT

(NON-JURY MORTGAGE FORECLOSURE)

C/A NO: 2011-CP-10-7446

DEFICIENCY REQUESTED

FILED
2011 OCT 13 PM 4:47
JULIE J. ARMSTRONG
CLERK OF COURT

The Plaintiff, complaining of the Defendants above-named would respectfully show to the Honorable Court:

1. That the Plaintiff is a corporation/limited liability company organized and existing under and by virtue of the laws of the State of California; and that the Defendant Robert E. Hammond, is upon information and belief, a citizen and resident of the State of South Carolina.

2. Any Defendant described herein as a judgment creditor(s) has, by filing the judgment(s), designated the attorney(s) entering the judgment(s) as their agent for service of process pursuant to the provisions of Section 15-35-840 of the S.C. Code of Laws (1976) as amended.

3. That the real property hereinafter described, which is the subject of this action, is situated and located in the County of Charleston, State of South Carolina.

4. That on or about September 13, 2006, for value received, Robert E. Hammond, did execute and deliver to Taylor, Bean and Whitaker Mortgage Corp., a certain promissory note in writing according to the terms and conditions set out therein, wherein and whereby said Robert E. Hammond promised to pay to Taylor, Bean and Whitaker Mortgage Corp., the sum of One Hundred Twelve Thousand And 00/100 Dollars (\$112,000.00), together with interest thereon at the rate of Six And 625/1000 per cent (6.625%) per annum.

5. That in order to better secure the payments of the said note and debt, in accordance with the terms and conditions thereof, Robert E. Hammond, did execute and deliver on September 13, 2006 unto Mortgage Electronic Registration Systems, Inc., as nominee for Taylor, Bean and Whitaker Mortgage Corp., its successors and assigns, a mortgage covering the following described property:

Legal description and property address:

The following real property, to wit:

All those certain lots, pieces or parcels of land, with the Buildings and improvements thereon, situate, lying and being in block 130, in North Charleston, as set forth and delineated on a "Map of re-subdivision of a section of North Charleston; made by James O'Hear, C.E., dated November 25, 1921, and recorded

in the R.M.C. Office for Charleston County in Plat Book C, Page 121, and shown thereon as lots No's 15 and 16, block 130, and having the Location, metes and bounds as are set forth and more specifically shown as Lot No.156, block 130, North Charleston, as shown on a Plat made by James F. Bennett, surveyor, dated January 23, 1988, and recorded in said RMC Office in Plat Book BO, page 104.

This being the same property conveyed to Robert E. Hammond by deed of Cynthia Gerald Weaks, Diane G. Comer, David G. Race, Richard L. Race, Marylyn R. Petix and Patricia R. Tuttle individually and as Personal Representative of the Estate of Oatman C. Gerald and Vera T. Gerald, dated February 16, 1999 and recorded April 19, 1999 in Book R 324 at Page 703 in the Office of the Register of Deeds for Charleston County, South Carolina.

1126 Marquis Road, Charleston, South Carolina 29405
TMS# 471-15-00-016

6. Thereafter said mortgage was recorded in Book J 606 at Page 75 on November 21, 2006 in the Office of the Register of Deeds of Charleston County.
7. The above referenced instrument constitutes a first lien priority mortgage.
8. Thereafter, by virtue of an assignment dated April 26, 2010, recorded May 14, 2010, in Mortgage Book 0122 at Page 473, Mortgage Electronic Registration Systems, Inc., as nominee for Taylor, Bean and Whitaker Mortgage Corp. assigned said mortgage unto Ocwen Loan Servicing, LLC making Ocwen Loan Servicing, LLC the present lien holder and Plaintiff herein.
9. According to the terms and conditions of the said note and mortgage, it is provided that in the event of default in the payment of any installment when due, and if such default is not made good prior to the due date of the next such installment, the entire principal and accrued interest shall at once become due and payable without notice at the option of the holder, and if the same should be placed in the hands of an attorney for collection, all costs of collection, including a reasonable attorney's fee, would be secured by the said mortgage as a part of the debt secured thereby.
10. That under the terms and conditions of said mortgage, it is provided that, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the note secured thereby, the mortgagor will pay to the mortgagee, on the payment due date each month until the said note is fully paid, certain additional sums, including but not limited to, certain amounts for fire and other hazard insurance and taxes and assessments due on the mortgaged premises.
11. Further, under the terms and conditions of said mortgage, it was agreed that the mortgagor would pay all taxes, assessments, water rates and other governmental or municipal charges, fines or impositions for which provisions were not otherwise made, and if they failed to do so, the mortgagee might pay same, which amount, together with interest thereon, would be secured by said mortgage.
12. According to the terms of said mortgage, and as additional security, the mortgagor 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 said mortgage, the mortgagee, its successors or assigns, was

given the right to have a Receiver appointed of the rents, issues and profits, who, after deducting all charges and expenses attending such proceedings, and the execution of his trust as a Receiver, shall apply the residue of the rents, issues and profits, toward the debt secured by said mortgage.

13. The monthly payments due on said note and mortgage are in default since September 1, 2010, and the conditions of said note and mortgage have been broken and the Plaintiff elects to, and does declare the entire balance of said indebtedness due and payable, and that there is due on said note and mortgage as of September 1, 2010 the sum of One Hundred Six Thousand Five Hundred Ninety-Four And 19/100 Dollars (\$106,594.19), together with interest at the rate of Six and 625/1000 per cent (6.625 %) per annum from August 1, 2010 and also for the costs and disbursements of this action, including attorney's fees.

AS FOR THE SECOND CAUSE OF ACTION
(REFORMATION OF MORTGAGE)

14. The Allegations of paragraphs 1 through 13 above are hereby incorporated herein.

15. That it was the mutual intent of the parties herein that the legal description of the subject mortgage makes reference to Plat BQ at Page 104.

16. That due to a mutual mistake by the parties, the legal description of the mortgage executed to secure the subject note incorrectly describes the Plat as Plat Book BO at Page 104.

17. That Plaintiff seeks that the above described mortgage from Robert E. Hammond to Mortgage Electronic Registration Systems, Inc., acting solely as a nominee for Taylor, Bean & Whitaker Mortgage Corp., its successors and assigns, be reformed to designate and encumber the property shown on Plat Book BQ at Page 104.

18. Plaintiff would show that irreparable harm and prejudice will be suffered by Plaintiff if the mortgage is not reformed as the present collateral under the mortgage is without sufficient equity to secure the debt.

19. Wherefore Plaintiff does hereby move for a reformation of the mortgage at the hearing to correct the legal description to read as follows:

Legal Description:

The following real property, to wit:

All those certain lots, pieces or parcels of land, with the Buildings and improvements thereon, situate, lying and being in block 130, in North Charleston, as set forth and delineated on a "Map of re-subdivision of a section of North Charleston; made by James O'Hear, C.E., dated November 25, 1921, and recorded in the R.M.C. Office for Charleston County in Plat Book C, Page 121, and shown thereon as lots No's 15 and 16, block 130, and having the Location, metes and bounds as are set forth and more specifically shown as Lot No.156, block 130, North Charleston, as shown on a Plat made by James F. Bennett, surveyor, dated January 23, 1988, and recorded in said RMC Office in Plat Book BQ, page 104.

This being the same property conveyed to Robert E. Hammond by deed of Cynthia Gerald Weaks, Diane G. Comer, David G. Race, Richard L. Race, Marylyn R. Petix and Patricia R. Tuttle individually and as

Personal Representative of the Estate of Oatman C. Gerald and Vera T. Gerald, dated February 16, 1999 and recorded April 19, 1999 in Book R 324 at Page 703 in the Office of the Register of Deeds for Charleston County, South Carolina.

20. That the Plaintiff does not waive but specifically demands judgment against the Defendant, Robert E. Hammond, for the full amount found to be due to Plaintiff on the note and mortgage held by plaintiff, with the right to enter personal judgment against the Defendant Robert E. Hammond for any deficiency in this action remaining after sale of the mortgaged premises.

21. That the servicer is participating in the Home Affordable Modification Program (HMP). The loan is not subject to modification under the HMP because the subject property is not the borrower's primary residence.

22. That upon information and belief, certain costs for inspecting and securing the subject property have been incurred by the Plaintiff as a result of this delinquency and Plaintiff is informed and believes it is entitled to reimbursement for such charges, if any.

23. The notice of consumer's right to cure, as contemplated under S.C. Code Sections 37-5-110 and 37-5-111, has been given or is not required, and all conditions precedent to the acceleration of the debt and foreclosure of the mortgage have been performed or have occurred.

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

(1) That the amount due upon the said note and mortgage held by the Plaintiff be ascertained and determined under the direction of this Court, together with attorney's fees and costs of this action.

(2) That the said Plaintiff's mortgage be declared a first mortgage lien and that the said 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 the costs of this action.

(3) That 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 attorney's fees as aforesaid, and

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

Fourth, Plaintiff have judgment against the Defendant Robert E. Hammond for the full amount found to be due Plaintiff on the note and mortgage, with right to enter personal judgment against the Defendant Robert E. Hammond for any deficiency in this action remaining after sale of the mortgaged premises.

(4) For an Order directing and empowering the Sheriff of Charleston County, South Carolina, to place the successful purchaser at said foreclosure sale in possession of the property hereinabove described should the same become necessary.

(5) For an Order granting the appointment of a receiver to secure and supervise the rental of the property sought to be foreclosed.

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

(7) For such other and further relief as may be just and proper.

(8) For an order satisfying any prior liens that may be of record, but have been paid in full.

(9) For an order reforming the subject mortgage to correct the legal description to reference the property intended to be encumbered.

KORN LAW FIRM, P.A.
1300 Pickens Street
P.O. Box 11264
Columbia, S.C. 29211-1264
(803) 252-5817


PETER D. KORN / JOHN S. KAY
ALAN M. STEWART / JOHN B. KELCHNER
H. GUYTON MURRELL
Attorneys for Plaintiff

Columbia, South Carolina
October 11, 2011

NOTICE REQUIRED BY THE
FAIR DEBT COLLECTION PRACTICES ACT
15 U.S.C. Section 1601 As Amended

1. The amount of the debt is stated in paragraph 13 of the Complaint attached hereto.
2. The Plaintiff as named in the attached Summons and Complaint is the creditor to whom the debt is owed.
3. The debt as described in the Complaint attached hereto will be assumed to be valid by the creditor's law firm, unless the debtor(s), within thirty (30) days after the receipt of this notice, disputes the validity of the debt or some portion thereof.
4. If the debtor(s) notify the creditor's law firm in writing within thirty days of the receipt of this notice that the debt or any portion thereof is disputed, the creditor's law firm will obtain a verification of the debt and a copy of the verification will be mailed to the debtor(s) by the creditor's law firm.
5. If the creditor named as Plaintiff in the attached Summons and Complaint is not the original creditor, and if the debtor(s) makes a written request to the creditor's law firm within thirty (30) days from the receipt of this notice, the name and address of the original creditor will be mailed to the debtor(s) by the creditor's law firm.
6. Written requests should be addressed to Korn Law Firm, P.A., Post Office Box 11264, Columbia, South Carolina 29211-1264.
7. This notice should NOT be construed as a thirty (30) day grace period. Creditor may pursue collection efforts immediately and not wait thirty (30) days.

THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. THIS COMMUNICATION IS FROM A DEBT COLLECTOR.

STATE OF SOUTH CAROLINA IN THE COURT OF COMMON PLEAS

COUNTY OF CHARLESTON

Ocwen Loan Servicing, LLC

C/A No.: 2011-CP-10-7446

Plaintiff,

-vs-

ANSWER

Robert E. Hammond,

Defendant.

FILED
2011 DEC 14 PM 2:21
CLERK OF COURT
JULIE J. ARISTON

Defendant, Robert E. Hammond, answering the Complaint of the Plaintiff herein, would respectfully show unto the Court as follows:

FIRST DEFENSE

1. Each and every allegation of the Complaint not herein specifically admitted, qualified, or explained is denied.
2. The allegations contained in the 1st paragraph of the Complaint are denied; moreover, Defendant is resident of the State of California.
3. The allegations contained in the 2nd paragraph of the Complaint cannot be responded to due to lack of knowledge.
4. The allegations contained in the 3rd paragraph of the Complaint are admitted.
5. The allegations contained in the 4th paragraph of the Complaint are admitted in so far as they allege the entry into a mortgage transaction with Taylor, Bean & Whitaker; the remaining allegations of said paragraph are denied.
6. The allegations contained in the 5th paragraph of the Complaint are admitted in so far as they allege the existence of a mortgage; the remaining allegations of said paragraph are denied.

7. The allegations contained in the 6th paragraph of the Complaint cannot be responded to due to lack of knowledge.
8. The allegations contained in the 7th paragraph of the Complaint are denied.
9. The allegations contained in the 8th paragraph of the Complaint are denied.
10. The allegations contained in the 9th through 12th paragraphs of the Complaint are admitted in so far as they allege the existence of instruments; Defendant denies their validity, and all the remaining allegations of said paragraph are denied.
11. The allegations contained in the 10th paragraph of the Complaint cannot be responded to due to lack of knowledge.
12. The allegations contained in the 11th paragraph of the Complaint cannot be responded to due to lack of knowledge.
13. The allegations contained in the 12th paragraph of the Complaint cannot be responded to due to lack of knowledge.
14. The allegations contained in the 13th paragraph of the Complaint are denied.
15. The allegations contained in the 14th paragraph of the Complaint do not require a response.
16. The allegations contained in the 15th paragraph of the Complaint are denied.
17. The allegations contained in the 16th paragraph of the Complaint are denied.
18. The allegations contained in the 17th paragraph of the Complaint are denied.
19. The allegations contained in the 18th paragraph of the Complaint are denied.
20. The allegations contained in the 19th paragraph of the Complaint are denied.
21. The allegations contained in the 20th paragraph of the Complaint are denied.
22. The allegations contained in the 21st paragraph of the Complaint cannot be responded to due to lack of knowledge.
23. The allegations contained in the 22nd paragraph of the Complaint are denied.

24. The allegations contained in the 23rd paragraph of the Complaint are admitted in so far as they allege no notice to cure has been sent to him; the remaining allegations of said paragraph are denied.

SECOND DEFENSE

25. The allegations contained hereinabove are repeated as if fully alleged herein verbatim, to the extent not inconsistent with the allegations of this defense.

26. The Defendants would show that the Court lacks jurisdiction over the Defendants in this action, and that it should be dismissed pursuant to Rule 12(b)(2) of the South Carolina Rules of Civil Procedure.

THIRD DEFENSE

27. The allegations contained hereinabove are repeated as if fully alleged herein verbatim, to the extent not inconsistent with the allegations of this defense.

28. Defendants would show that the Plaintiff should be barred from prosecuting this action on the grounds of estoppel.

FOURTH DEFENSE

29. The allegations contained hereinabove are repeated as if fully alleged herein verbatim, to the extent not inconsistent with the allegations of this defense.

30. Defendant would show that the Complaint is barred by the equitable doctrines of laches.

FIFTH DEFENSE

31. The allegations contained hereinabove are repeated as if fully alleged herein verbatim, to the extent not inconsistent with the allegations of this defense.

32. Defendant would show that if any sums are owed to Plaintiff (which is denied) then the amount owed is other than as stated in the Complaint; consequently, this Court should make a complete accounting of all sums allegedly due under the instruments referenced in the Complaint.

SIXTH DEFENSE

33. The allegations contained hereinabove are repeated as if fully alleged herein verbatim, to the extent not inconsistent with the allegations of this defense.

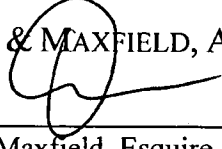
34. Defendant would show as follows:

- a) That the subject transaction results from a refinance of his home in 2006 by Taylor, Bean & Whitaker (TBW), an entity which was ultimately raided and shut down by the Federal Bureau of Investigation for fraudulent loan practices;
- b) That this loan was originated and brokered by individuals in California whom did not have South Carolina Mortgage Loan Brokers Licenses, and by whom any mortgage brokered was unlawful; this brokering entity (Dana Capital Group) was ultimately itself de-licensed and prohibited from doing business by the State of California.
- c) That no lawyer whatsoever, much less a licensed South Carolina lawyer, participated in the subject transaction, which was prepared and handled in its entirety by an entity known as Lenders Choice Title which, like the above entities, itself been ordered to cease and desist operations, and which was never licensed to operate in South Carolina.
- d) That Defendant's preference as to closing counsel was never obtained;
- e) That no South Carolina attorney was present at or supervised the closing which is the subject of this action.
- f) That numerous other violations of state and federal law exist relative to this transaction;

35. As a result of the foregoing items, and such others as may be shown at trial, Defendant would show that the Complaint is barred by the equitable doctrine of unclean hands.

Wherefore, the prayer of the Defendant is that the Complaint of the Plaintiff be dismissed, with costs, that an award be made for any fees and costs incurred in the defense of this matter (to the extent allowed by law) and for such other and further relief as is just and proper.

TROTTER & MAXFIELD, ATTORNEYS

By: 

Dave Maxfield, Esquire
1701 Richland Street
Columbia, South Carolina
(803) 799-6000

Columbia, South Carolina

DATED: December 12, 2011

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

Ocwen Loan Servicing, LLC

Plaintiff,

vs.

Robert E. Hammond

Defendants.

IN THE COURT OF COMMON PLEAS

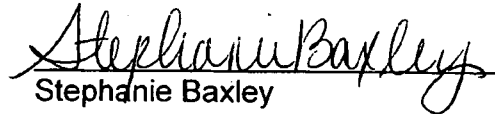
Case No. 2011-CP-10-7446

CERTIFICATE OF SERVICE

FILED
2011 DEC 14 PM 2:21
JULIE J. ARMSTRONG
CLERK OF COURT

I, the undersigned employee of Trotter & Maxfield, Attorneys at Law, do hereby swear and affirm that on the 12th day of December, 2011, I served the foregoing Answer and Defendant's First Interrogatories, Request for Production and Request for Admission by mailing a copy of same First Class Mail, postage pre-paid to the following:

John B. Kelchner, Esquire
Korn Law Firm, PA
P.O. Box 11264
Columbia, SC 29211-1264


Stephanie Baxley

DATED: December 12, 2011
Columbia, South Carolina

TROTTER & MAXFIELD

GENE TROTTER

ATTORNEYS AT LAW

DAVE MAXFIELD

December 12, 2011

The Hon. Julie J. Armstrong
Charleston County Clerk of Court
100 Broad Street Ste. 106
Charleston, SC 29401-2210

RE: Ocwen Loan Servicing, LLC vs. Robert E. Hammond
Case No. 2011-CP-10-7446

Dear Clerk White:

Enclosed please find an original and one (1) copy of an Answer and Certificate of Service for the above referenced matter. Please file with the Court and send the conformed copies to me in the postage-paid envelope provided.

By copy of this correspondence and enclosures, I am hereby serving the opposing counsel with copies of the same along with Defendant's First Interrogatories, Request for Production and Request for Admission.

Sincerely,



Stephanie Baxley
Paralegal to Dave Maxfield

Enclosures

Cc: John Kelchner, Esquire

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

Nationstar Mortgage, LLC

Plaintiff,

Vs.

Robert E. Hammond

Defendant

IN THE COURT OF COMMON PLEAS
NINTH JUDICIAL CIRCUIT

Case No. 2011-CP-10-7446

**MOTION AND ORDER INFORMATION
FORM AND COVERSHEET**

Plaintiff's Attorney:

Dean A. Hayes, Bar No.

Address:

Holler Garner Corbett Plante Gilchrist & Hayes

PO Box 11006

Columbia, SC 29211

Phone: (803) 765-2968 Fax:

E-mail: dhayes36@gmail.com

Defendant's Attorney:

Dave Maxfield, Bar No. 7163

Address:

5217 N. Trenholm Rd. St. B

Columbia, SC 29206

Phone: (803) 509-6800 Fax: (855) 299-1656

E-mail: dave@consumerlawsc.com

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

SECTION I: Hearing Information

Nature of Motion: Motion to Amend

Estimated Time Needed: 15 mins

Court Reporter Needed: ☐ YES/☐ NO

SECTION II: Motion/Order Type

- ☐ Written motion attached
☐ Form Motion/Order

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

Signature of Attorney for ☐ Plaintiff/☒ Defendant

3/28/2016

Date Submitted

SECTION III: Motion Fee

- ☒ PAID - AMOUNT \$ 25.00
☐ EXEMPT:
☐ Rule to Show Cause in Child or Spousal Support
☐ Domestic Abuse or Abuse and Neglect
☐ Indigent Status ☐ State Agency v. Indigent Party
☐ Sexually Violent Predator Act ☐ Post-Conviction Relief
☐ Motion for Stay in Bankruptcy
☐ Motion for Publication ☐ Motion for Execution (Rule 69, SCRPC)
☐ 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:

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

Nationstar Mortgage, LLC,

Plaintiff

vs.

Robert E. Hammond,

Defendant

IN THE COURT OF COMMON PLEAS
NINTH JUDICIAL CIRCUIT

Case No. 2011-CP-10-7446

**NOTICE OF MOTION & MOTION TO
AMEND**

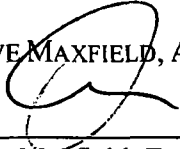
FILED
2016 MAR 31 PM 1:03
JULIE J. ARMSTRONG
CLERK OF COURT

TO: The Plaintiff herein, and its counsel:

YOU WILL PLEASE TAKE NOTICE that the Defendant, Robert E. Hammond, will move before the Master in Equity, at the Charleston County Courthouse, 100 Broad St., Ste. 106 Charleston, SC 29401-2210, ten days after service hereof, or as soon thereafter as the matter can be heard, for an Order allowing him to Amend the and the joinder of additional parties in this action [to the extent Joinder of OCWEN, the former Plaintiff, is necessary] as set forth in further detail in the proposed Amended Answer, Counterclaim and Third-Party Complaint attached hereto as Exhibit "A"

This motion is brought pursuant to Rules, 15, 19, 20 and 24 of the South Carolina Rules of Civil Procedure, the applicable case law, the requirements of this Court's Scheduling Order, and such other and further relief as the Court may receive.

DAVE MAXFIELD, ATTORNEY, LLC



Dave Maxfield, Esquire (7163)
5217 N. Trenholm Rd., Ste. B
Columbia, South Carolina 29206
803-509-6800
855-299-1656 (fax)
Attorney for Robert Hammond

DATED: March 28, 2016

Columbia, South Carolina

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

Nationstar Mortgage, LLC,

Plaintiff,

Vs.

Robert E. Hammond,

Defendant.

IN THE COURT OF COMMON PLEAS
NINTH JUDICIAL CIRCUIT

C/A No. 2011-CP-10-7446

Robert E. Hammond,

Third-Party

Plaintiff,

Vs.

OCWEN Loan Servicing, LLC,

Third-Party

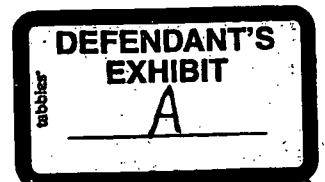
Defendant.

**FIRST AMENDED ANSWER, COUNTERCLAIM
& THIRD PARTY COMPLAINT**

Defendant, Robert E. Hammond, answering the Complaint of the Plaintiff herein,
would respectfully show unto the Court as follows:

FIRST DEFENSE

1. Each and every allegation of the Complaint not herein specifically admitted,
qualified, or explained is denied.



2. The allegations contained in the 1st paragraph of the Complaint are denied; moreover, Defendant is resident of the State of California.
3. The allegations contained in the 2nd paragraph of the Complaint cannot be responded to due to lack of knowledge.
4. The allegations contained in the 3rd paragraph of the Complaint are admitted.
5. The allegations contained in the 4th paragraph of the Complaint are admitted in so far as they allege the entry into a mortgage transaction with Taylor, Bean & Whitaker; the remaining allegations of said paragraph are denied.
6. The allegations contained in the 5th paragraph of the Complaint are admitted in so far as they allege the existence of a mortgage; the remaining allegations of said paragraph are denied.
7. The allegations contained in the 6th paragraph of the Complaint cannot be responded to due to lack of knowledge.
8. The allegations contained in the 7th paragraph of the Complaint are denied.
9. The allegations contained in the 8th paragraph of the Complaint are denied.
10. The allegations contained in the 9th through 12th paragraphs of the Complaint are admitted in so far as they allege the existence of instruments; Defendant denies their validity, and all the remaining allegations of said paragraph are denied.
11. The allegations contained in the 10th paragraph of the Complaint cannot be responded to due to lack of knowledge.
12. The allegations contained in the 11th paragraph of the Complaint cannot be responded to due to lack of knowledge.
13. The allegations contained in the 12th paragraph of the Complaint cannot be responded to due to lack of knowledge.
14. The allegations contained in the 13th paragraph of the Complaint are denied.
15. The allegations contained in the 14th paragraph of the Complaint do not require a response.
16. The allegations contained in the 15th paragraph of the Complaint are denied.

17. The allegations contained in the 16th paragraph of the Complaint are denied.
18. The allegations contained in the 17th paragraph of the Complaint are denied.
19. The allegations contained in the 18th paragraph of the Complaint are denied.
20. The allegations contained in the 19th paragraph of the Complaint are denied.
21. The allegations contained in the 20th paragraph of the Complaint are denied.
22. The allegations contained in the 21st paragraph of the Complaint cannot be responded to due to lack of knowledge.
23. The allegations contained in the 22nd paragraph of the Complaint are denied.
24. The allegations contained in the 23rd paragraph of the Complaint are admitted in so far as they allege no notice to cure has been sent to him; the remaining allegations of said paragraph are denied.
25. Defendant further expressly denies that a valid assignment exists, such that Plaintiff has standing to bring this action.

SECOND DEFENSE

24. The allegations contained hereinabove are repeated as if fully alleged herein verbatim, to the extent not inconsistent with the allegations of this defense.
25. The Defendants would show that the Court lacks jurisdiction over the Defendant in this action, and that it should be dismissed pursuant to Rule 12(b)(2) of the South Carolina Rules of Civil Procedure.

THIRD DEFENSE

26. The allegations contained hereinabove are repeated as if fully alleged herein verbatim, to the extent not inconsistent with the allegations of this defense.
27. Defendant would show that the Plaintiff should be barred from prosecuting this action on the grounds of estoppel.

FOURTH DEFENSE

28. The allegations contained hereinabove are repeated as if fully alleged herein verbatim, to the extent not inconsistent with the allegations of this defense.
29. Defendant would show that the Plaintiff should be barred from prosecuting

this action on the grounds of unclean hands.

FIFTH DEFENSE

30. The allegations contained hereinabove are repeated as if fully alleged herein verbatim, to the extent not inconsistent with the allegations of this defense.
31. Defendant would show that the Complaint is barred by the equitable doctrine of laches.

SIXTH DEFENSE

32. The allegations contained hereinabove are repeated as if fully alleged herein verbatim, to the extent not inconsistent with the allegations of this defense.
33. Defendant would show that if any sums are owed to Plaintiff (which is denied) then the amount owed is other than as stated in the Complaint; consequently, this Court should make a complete accounting of all sums allegedly due under the instruments referenced in the Complaint.

ALLEGATIONS COMMON TO COUNTERCLAIMS

& THIRD-PARTY COMPLAINT

34. The allegations contained hereinabove are repeated as if fully alleged herein verbatim, to the extent not inconsistent with the allegations of this defense.
35. That the subject transaction results from a refinance of his home in 2006 by Taylor, Bean & Whitaker (TBW), an entity which was ultimately raided and shut down by the Federal Bureau of Investigation for fraudulent loan practices;
36. That this loan was originated and brokered by individuals in California whom did not have South Carolina Mortgage Loan Brokers Licenses, and by whom any mortgage brokered was unlawful; this brokering entity (Dana Capital Group) was ultimately itself de-licensed and prohibited from doing business by the State of California.
37. That no lawyer whatsoever, much less a licensed South Carolina lawyer, participated in the subject transaction, which was prepared and handled in its entirety by an entity known as "Lenders Choice Title" which, like the above entities, itself been ordered

to cease and desist operations, and which was never licensed to operate in South Carolina.

38. That Defendant's preference as to closing counsel was never obtained.
39. That no South Carolina attorney was present at or supervised the closing which is the subject of this action.
40. That numerous other violations of state and federal law exist relative to this transaction.
41. That, after to the alleged transfer of servicing rights to former Plaintiff (and current Third-Party Defendant OCWEN), OCWEN began to misapply and misappropriate Plaintiff's mortgage loan payments by adding forced-place insurance, putting amounts in suspense, and levying other improper or unfair charges, causing Plaintiff to appear as being in default.
42. Plaintiff accepted assignment of this loan, to the extent a valid assignment exists, subject to claims and defenses.
43. As a result of the conduct by Plaintiff's successors in interest, including OCWEN, Defendant has been harmed.

**SEVENTH DEFENSE
BY WAY OF COUNTERCLAIM
& THIRD-PARTY COMPLAINT**

(Violation of S.C. Code 37-10-102, et. seq.)

44. The above paragraphs of the complaint are realleged as if set out here in full.
45. Upon information and belief, at the closing of the subject loan, Defendant's preference as to legal counsel employed to represent him in all matters relating to the closing of the transaction as required by Section 37-10-102 of the South Carolina Consumer Protection Code, was never ascertained.
46. The violation of the South Carolina Consumer Protection Code entitles Defendant to not less than one thousand five hundred (\$1,500.00) dollars and not more than seven thousand live hundred (\$7,500.00) dollars per debtor, attorney fees, and if Court determines unconscionable conduct. the amount of the loan, award of all finance

charges, twice the interest paid on the mortgage, and forgiveness of all interest due on the mortgage pursuant to S.C. Code Section 37-10-105 (amendment enacted June 15, 1997).

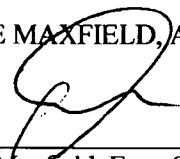
**EIGHTH DEFENSE
BY WAY OF COUNTERCLAIM
& THIRD-PARTY COMPLAINT**

(Violation of S.C. Unfair Trade Practices Act)

47. The above paragraphs of the complaint are realleged as if set out here in full.
48. The activities of the Plaintiff and Third-Party Defendant constitute “trade or commerce” as defined by South Carolina Code Section 39-5-10, et.seq. (as amended).
49. The actions of the Plaintiff, and the predecessors upon whom Plaintiff’s claim is based – including Third-Party Defendant OCWEN as above-described, constitute unfair and deceptive acts and practices in the conduct of trade and commerce, as prohibited by the South Carolina Unfair Trade Practices Act, 39-5-10 et.seq. and are willful violations thereof.
50. The use of an unlicensed mortgage broker, among other things, constitutes a *per se* Unfair Trade Practice.
51. Plaintiff’s and OCWEN’s action in attempting to foreclose upon the patently defective loan is – similar to its efforts on other TBW-originated loans, an unfair trade practice.
52. OCWEN’s practice of unfairly placing payments into suspense – for which OCWEN has previously been the subject of administrative complaints – is an unfair trade practice.
53. The actions of the Plaintiff, OCWEN, and their predecessors have a real and substantial potential for repetition and affect the public interest.
54. The Defendant suffered an ascertainable loss due to the unlawful actions of the Plaintiff and OCWEN, entitling Defendant to recover actual damages in an amount to be proven at trial, treble said actual damages, and an award of attorney’s fees and costs.

Wherefore, the prayer of the Defendant is that the Complaint of the Plaintiff be dismissed, with costs, that an award be made for any fees and costs incurred in the defense of this matter, for judgment on his counterclaims and Third-Party complaint, and for such other and further relief as is just and proper.

DAVE MAXFIELD, ATTORNEY, LLC



Dave Maxfield, Esq., SC Bar No. 7163
5217 N. Trenholm Road, Ste. B
Columbia, SC 29206
(803) 509-6800
(855) 299-1656 (fax)
dave@consumerlawsc.com

Columbia, South Carolina

DATED: March 28, 2016

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

Nationstar Mortgage, LLC,

Plaintiff,

Vs.

Robert E. Hammond,

Defendant

IN THE COURT OF COMMON PLEAS
NINTH JUDICIAL CIRCUIT

Case No. 2011-CP-10-7446

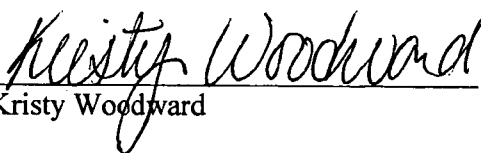
CERTIFICATE OF SERVICE

I, the undersigned employee of Dave Maxfield, Attorney, LLC do hereby swear and affirm that on the **28th day of March, 2016**, I served the foregoing **Notice of Motion & Motion to Amend**, by sending a copy of same by U.S. Mail to the following:

Dean A. Hayes, Esq.
Holler Garner Corbett Plante Gilchrist & Hayes
Post Office Box 11006
Columbia, SC 29211
Attorney for Nationstar Mortgage, LLC

William S. Koehler, Esq.
2819 Burney Dr.
Columbia, SC 29205
Attorney for Nationstar Mortgage, LLC

FILED
2016 MAR 31 PM 1:03
JULIE J. ARMSTRONG
CLERK OF COURT


Kristy Woodward

DATED: March 28, 2016

Columbia, South Carolina



davemaxfield
CONSUMER PROTECTION LAW

Dave Maxfield, Attorney, LLC
5217 N. Trenholm Road, Suite B
Columbia, South Carolina 29206
Phone: 803.509.6800
Toll Free Fax: 855.299.1656
Website: www.consumerlawsc.com

Member, National Association of Consumer Advocates
Member, Public Investors Arbitration Bar Association

March 28, 2016

The Hon. Julie J. Armstrong
Charleston County Clerk of Court
100 Broad St., Ste. 106
Charleston, SC 29401-2210

The Hon. Mikell R. Scarborough
Charleston County Master-In-Equity
100 Broad St., Ste. 266
Charleston, SC 29401

RE: Nationstar Mortgage, LLC vs. Robert E. Hammond
Case No. 2011-CP-10-7446

Dear Clerk Armstrong:

Enclosed please find an original and one (1) copy of a Notice of Motion & Motion to Amend and our firm's check in the amount of \$25 in the above referenced matter. Please return the filed copy to me in the envelope provided for your convenience.

By copy of this correspondence I am hereby serving the opposing counsel with copies of the same.

Thank you for your kind assistance in this matter.

Sincerely,

Kristy Woodward
Paralegal to Dave Maxfield

Enc.

CC: Dean Hayes, Esq.
William S. Koehler, Esq.

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

U.S. Bank Trust, N.A., as Trustee for LSF9
Master Participation Trust

Plaintiff,

V.

Robert E. Hammond,

Defendant.

Robert E. Hammond,

Third-Party Plaintiff,

Vs.

OCWEN Loan Servicing, LLC,

Third-Party Defendant.

IN THE COURT OF COMMON PLEAS
NINTH JUDICIAL CIRCUIT

C/A No. 2011-CP-10-7446

BY S

JULIE J. ARMSTRONG
CLERK OF COURT

2017 JAN 23 AM 10:17

FILED

FIRST AMENDED ANSWER
& THIRD PARTY COMPLAINT

Defendant, Robert E. Hammond, answering the Complaint of the Plaintiff herein,
would respectfully show unto the Court as follows:

FIRST DEFENSE

1. Each and every allegation of the Complaint not herein specifically admitted, qualified, or explained is denied.
2. The allegations contained in the 1st paragraph of the Complaint are denied; moreover, Defendant is resident of the State of California.

3. The allegations contained in the 2nd paragraph of the Complaint cannot be responded to due to lack of knowledge.
4. The allegations contained in the 3rd paragraph of the Complaint are admitted.
5. The allegations contained in the 4th paragraph of the Complaint are admitted in so far as they allege the entry into a mortgage transaction with Taylor, Bean & Whitaker; the remaining allegations of said paragraph are denied.
6. The allegations contained in the 5th paragraph of the Complaint are admitted in so far as they allege the existence of a mortgage; the remaining allegations of said paragraph are denied.
7. The allegations contained in the 6th paragraph of the Complaint cannot be responded to due to lack of knowledge.
8. The allegations contained in the 7th paragraph of the Complaint are denied.
9. The allegations contained in the 8th paragraph of the Complaint are denied.
10. The allegations contained in the 9th through 12th paragraphs of the Complaint are admitted in so far as they allege the existence of instruments; Defendant denies their validity, and all the remaining allegations of said paragraph are denied.
11. The allegations contained in the 10th paragraph of the Complaint cannot be responded to due to lack of knowledge.
12. The allegations contained in the 11th paragraph of the Complaint cannot be responded to due to lack of knowledge.
13. The allegations contained in the 12th paragraph of the Complaint cannot be responded to due to lack of knowledge.
14. The allegations contained in the 13th paragraph of the Complaint are denied.
15. The allegations contained in the 14th paragraph of the Complaint do not require a response.
16. The allegations contained in the 15th paragraph of the Complaint are denied.
17. The allegations contained in the 16th paragraph of the Complaint are denied.

18. The allegations contained in the 17th paragraph of the Complaint are denied.
19. The allegations contained in the 18th paragraph of the Complaint are denied.
20. The allegations contained in the 19th paragraph of the Complaint are denied.
21. The allegations contained in the 20th paragraph of the Complaint are denied, except that Defendant admits the property is not his primary residence.
22. The allegations contained in the 21st paragraph of the Complaint cannot be responded to due to lack of knowledge.
23. The allegations contained in the 22nd paragraph of the Complaint are denied.
24. The allegations contained in the 23rd paragraph of the Complaint are admitted in so far as they allege no notice to cure has been sent to him; the remaining allegations of said paragraph are denied.
25. Defendant further expressly denies that a valid assignment exists, such that Plaintiff has standing to bring this action.

SECOND DEFENSE

24. The allegations contained hereinabove are repeated as if fully alleged herein verbatim, to the extent not inconsistent with the allegations of this defense.
25. The Defendant would show that the Plaintiff lacks standing to bring this action against the Defendant in that Plaintiff, or its predecessors in interest, was not the proper party to enforce any legal obligation, if any, that Defendant might have owed to Plaintiff, or its predecessors in interest, as of the time that this case was filed against the Defendant, or currently, and Plaintiff's case against Defendant should be dismissed on that basis.

THIRD DEFENSE

26. The allegations contained hereinabove are repeated as if fully alleged herein verbatim, to the extent not inconsistent with the allegations of this defense.
27. Defendant would show that the Plaintiff should be barred from prosecuting this action on the grounds of estoppel.

FOURTH DEFENSE

28. The allegations contained hereinabove are repeated as if fully alleged herein verbatim, to the extent not inconsistent with the allegations of this defense.
29. Defendant would show that the Plaintiff should be barred from prosecuting this action on the grounds of unclean hands.

FIFTH DEFENSE

30. The allegations contained hereinabove are repeated as if fully alleged herein verbatim, to the extent not inconsistent with the allegations of this defense.
31. Defendant would show that the Complaint is barred by the equitable doctrine of laches.

SIXTH DEFENSE

32. The allegations contained hereinabove are repeated as if fully alleged herein verbatim, to the extent not inconsistent with the allegations of this defense.
33. Defendant would show that if any sums are owed to Plaintiff (which is denied) then the amount owed is other than as stated in the Complaint; consequently, this Court should make a complete accounting of all sums allegedly due under the instruments referenced in the Complaint.

ALLEGATIONS COMMON TO DEFENSES

& THIRD-PARTY COMPLAINT

34. The allegations contained hereinabove are repeated as if fully alleged herein verbatim, to the extent not inconsistent with the allegations of this defense.
35. That the subject transaction results from a refinance of his home in 2006 by Taylor, Bean & Whitaker (TBW), an entity which was ultimately raided and shut down by the Federal Bureau of Investigation for fraudulent loan practices;
36. That this loan was originated and brokered by individuals in California whom did not have South Carolina Mortgage Loan Brokers Licenses, and by whom any mortgage brokered was unlawful; this brokering entity (Dana Capital Group) was

ultimately itself de-licensed and prohibited from doing business by the State of California.

37. That no lawyer whatsoever, much less a licensed South Carolina lawyer, participated in the subject transaction, which was prepared and handled in its entirety by an entity known as "Lenders Choice Title" which, like the above entities, itself been ordered to cease and desist operations, and which was never licensed to operate in South Carolina.
38. That Defendant's preference as to closing counsel was never obtained.
39. That no South Carolina attorney was present at or supervised the closing which is the subject of this action.
40. That numerous other violations of state and federal law exist relative to this transaction.
41. That, after to the alleged transfer of servicing rights to former Plaintiff (and current Third-Party Defendant OCWEN), OCWEN began to misapply and misappropriate Defendant's mortgage loan payments by adding forced-place insurance, putting amounts in suspense, and levying other improper or unfair charges, causing Defendant to appear as being in default.
42. Plaintiff accepted assignment of this loan, to the extent a valid assignment exists, which Defendant denies, subject to claims and defenses.
43. As a result of the conduct by Plaintiff's successors in interest, including OCWEN, Defendant has been harmed.

SEVENTH DEFENSE
(For Defensive Offset or Recoupment Only)
(Violation of S.C. Code 37-10-102, et. seq.)

44. The above paragraphs of the complaint are realleged as if set out here in full.
45. Upon information and belief, at the closing of the subject loan, Defendant's preference as to legal counsel employed to represent him in all matters relating to

the closing of the transaction as required by Section 37-10-102 of the South Carolina Consumer Protection Code, was never ascertained.

46. The violation of the South Carolina Consumer Protection Code entitles Defendant to not less than one thousand five hundred (\$1,500.00) dollars and not more than seven thousand live hundred (\$7,500.00) dollars per debtor, attorney fees, and if Court determines unconscionable conduct. the amount of the loan, award of all finance charges, twice the interest paid on the mortgage, and forgiveness of all interest due on the mortgage pursuant to S.C. Code Section 37-10-105 (amendment enacted June 15, 1997).
47. Defendant raises this cause of action against Plaintiff defensively only by way of offset or recoupment against any amounts that the court may find to be due to Plaintiff from Defendant.

**EIGHTH DEFENSE
BY WAY OF THIRD-PARTY COMPLAINT
(Violation of S.C. Unfair Trade Practices Act)**

48. The above paragraphs of the complaint are realleged as if set out here in full.
49. The activities of the Third-Party Defendant constitute "trade or commerce" as defined by South Carolina Code Section 39-5-10, et.seq. (as amended).
50. The actions of the Third-Party Defendant OCWEN as above-described, constitute unfair and deceptive acts and practices in the conduct of trade and commerce, as prohibited by the South Carolina Unfair Trade Practices Act, 39-5-10 et.seq. and are willful violations thereof.
51. The use of an unlicensed mortgage broker, among other things, constitutes a *per se* Unfair Trade Practice.
52. OCWEN's action in attempting to foreclose upon the patently defective loan is – similar to its efforts on other TBW-originated loans, an unfair trade practice.

53. OCWEN's practice of unfairly placing payments into suspense -- for which OCWEN has previously been the subject of administrative complaints -- is an unfair trade practice.

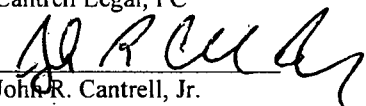
54. The actions of OCWEN have a real and substantial potential for repetition and affect the public interest.

55. The Defendant suffered an ascertainable loss due to the unlawful actions of OCWEN, entitling Defendant to recover actual damages in an amount to be proven at trial, treble said actual damages, and an award of attorney's fees and costs.

Wherefore, the prayer of the Defendant is that the Complaint of the Plaintiff be dismissed, with costs, that an award be made for any fees and costs incurred in the defense of this matter, for judgment on his Third-Party complaint, including treble damages if appropriate, and for such other and further relief as is just and proper.

Dated this January 21, 2017.

Cantrell Legal, PC


John R. Cantrell, Jr.
Attorney for Defendant

P.O. Box 1276

Goose Creek, SC 29445

Telephone: (843) 797-2454

Facsimile: (309) 213-0922

Email: lawyer@comcast.net

SC Bar # 10309

2011-CP-10-7446

CERTIFICATE OF SERVICE

This is to certify that the undersigned has this day served the attached First Amended Answer and Third Party Complaint on all the parties to this case by serving the below named attorneys for Plaintiff by regular mail, with sufficient postage attached, to the address below on this date.

William P. Stork, Esq.
Scott & Corley, P.A.
PO Box 2065
Columbia, SC 29202

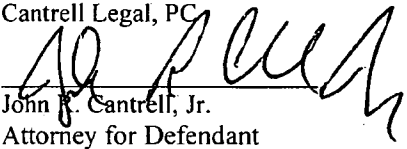
Trent M. Grissom, Esq.
McGuire Woods, LLP
Fifth Third Center
201 N. Tryon St., Suite 3000
Charlotte, NC 28202

Dated this January 21, 2017.

2017 JAN 23 AM 10:17
JULIE J. ARMSTRONG
CLERK OF COURT
BY _____

FILED

Cantrell Legal, PC


John F. Cantrell, Jr.
Attorney for Defendant

1 STATE OF SOUTH CAROLINA
2 COURT OF COMMON PLEAS
3 COUNTY OF CHARLESTON

4 US Bank Trust, N.A., as Trustee for LSF9 Master
5 Participation Trust,
6 Plaintiff,

7 vs. CASE NO. 2011-CP-10-7446

8 Robert E. Hammond,
9 Defendant,

10 and
11 Robert E. Hammond,
12 Third-Party Plaintiff,

13 vs.
14 Ocwen Loan Servicing, LLC,
15 Third-Party Defendant.

16 Hearing before the Honorable Mikell R.
17 Scarborough, reported by Christine A. Smith, Court
18 Reporter and Notary Public, at 10:26 a.m. on
19 January 23, 2017 at 100 Broad Street, Charleston,
20 South Carolina.

COPY

21 Christine A. Smith, Court Reporter

22 Master-in-Equity

23 P.O. Box 30276

24 Charleston, South Carolina, 29417

25 (843) 958-5071

casmith@charlestoncounty.org

1 APPEARANCES OF COUNSEL:

2 ATTORNEYS FOR THE PLAINTIFF:

3 William P. Stork, Esq.
4 Scott & Corley, P.A.
5 2712 Middleburg Drive
6 Suite 200
Columbia, SC 29204
(803) 252-3340
Williams@scottandcorley.com

7 ATTORNEYS FOR THE DEFENDANT:

8 John R. Cantrell, Jr., Esq.
9 Law Office of John R. Cantrell
P.O. Box 1276
10 Goose Creek, SC 29445
(843) 797-2454
11 Johncantrelljr@gmail.com
12
13
14
15
16
17
18
19
20
21
22
23
24
25

P R O C E E D I N G S

1
2
3 THE COURT: So this case is captioned -- the
4 original caption was Ocwen Loan Servicing versus
5 Robert Hammond. It is 2011-CP-10-7446. Present
6 today for the Plaintiff.

7 MR. STORK: Your Honor, present for the
8 Plaintiff, US Bank and Trust, NA as Trustee for LSF9
9 Master Participation Trust. Will Stork with Scott
10 and Corley out of Columbia.

11 Q. That is the new Plaintiff, the substituted
12 Plaintiff, correct?

13 MR. STORK: That's correct, Judge.

14 THE COURT: All right, Will. Just one second.
15 And Mr. Grissom, you represent Nationstar?

16 MR. GRISSOM: I do. We were retained in
17 anticipation of becoming the foreclosing Plaintiff
18 back in June when we had the hearing on the Motion to
19 Amend, but if we remain a non-party after today then
20 I will be done here.

21 THE COURT: All right. And at one time
22 Nationstar was the Plaintiff in this action, correct?

23 MR. GRISSOM: I don't think they were
24 officially substituted in. I think that was supposed
25 to happen along with the amendment.

1 MR. CANTRELL: I think he said Nationstar.

2 MR. GRISSOM: Right.

3 MR. CANTRELL: Nationstar was actually, I
4 think substituted in by consent with prior Counsel
5 from Ocwen if I remember the record correctly. Does
6 Mr. Stork know for sure? It was before my time.

7 MR. STORK: That's correct, Your Honor. It
8 went from Ocwen originally to Nationstar and then
9 Nationstar to US Bank Trust, NA.

10 THE COURT: So part of what got us here today
11 was Judge Young executed an order on the 1st of
12 December in which he substituted the Plaintiff in
13 this case such that it went from Nationstar Mortgage
14 to the US Bank Trust which is now currently the
15 Plaintiff, and that is part of the basis for
16 Mr. Cantrell's objection and Motion to Reconsider.

17 So we'll cover that one in just a second.
18 Mr. Cantrell, what I wanted to ask you about -- you
19 represent the Defendant, Robert E. Hammond, and
20 according to this most recent filing Robert Hammond
21 as third-party Plaintiff against Ocwen, correct?

22 MR. CANTRELL: That is correct, Your Honor.

23 THE COURT: And I'm looking at an order from
24 June because it looks like we were last together in
25 June, June 20th in the Defendant's Motion to Amend

1 the Answer -- I guess Answer and Counterclaim. It
2 was granted at that time. The Motion to Compel was
3 filed by the Plaintiff and it was granted at that
4 time, and a scheduling order that had previous been
5 entered was vacated. Since then not much has
6 happened except a new Plaintiff came in, and then
7 today we got this First Amended Answer and
8 Third-Party Complaint; is that correct?

9 MR. CANTRELL: That's is correct, Your Honor.

10 THE COURT: Let me make sure I know who the
11 players are. Mr. Stork is in here for the new
12 Plaintiff, US Bank. Was this filed with your firm
13 prior to that as well, or has it just come into
14 you-all through this new Plaintiff?

15 MR. STORK: It was -- I believe it started off
16 with Korn and then transferred to us as a result of
17 Butler and Hosch closing.

18 THE COURT: Okay.

19 MR. CANTRELL: Your Honor, to clarify, they
20 did represent Nationstar for a long period of time
21 until they recently moved to substitute in the
22 securitized trust. So they have been involved. I
23 don't know exactly how long, a year maybe or more?
24 It was before I was involved, Your Honor.

25 MR. GRISSOM: That sounds about right, Judge.

1 THE COURT: Okay. And then Mr. Grissom,
2 assuming that Nationstar is in the case then you
3 would be in the case; is that right?

4 MR. GRISSOM: On their behalf, yes, Your
5 Honor.

6 THE COURT: Okay. So I need to inquire
7 further about the status of them. Mr. Cantrell, your
8 objection is to this substitution of the Plaintiff
9 without permission, correct?

10 MR. CANTRELL: Yes, Your Honor, and I
11 basically told them before that we weren't going to
12 do what happened last time where Nationstar magically
13 just consented to substitution of Plaintiff. That
14 wasn't my doing. I told Mr. Grissom from early on
15 when we first got in this case, we're not just going
16 to do that without proof that you're the real party
17 in interest here.

18 Somehow or other this proposed ex parte order
19 gets submitted to the Court without any time for me
20 to respond, and it gets signed, and here we are. So
21 I don't understand that kind of procedure, Your
22 Honor. I don't understand why the Court would sign
23 an order that's not even a consent order on its face.
24 It's not a motion. I don't understand that kind of
25 practice, Your Honor. It doesn't happen in my

7
1 experience. I was certainly surprised that the Court
2 even signed it, but I was more surprised that it got
3 proposed and somehow slipped in and got ordered.

4 THE COURT: I'll tell you, when it comes to
5 me, my first reaction was -- I was surprised it was
6 signed. I have a procedure in my office whereby the
7 case is contested and if somebody seeks to amend the
8 Plaintiff I try to make sure I have a hearing on that
9 because it does cause potential problems especially
10 when there are counterclaims. I've had to reopen
11 cases as a result of that and allow third-party
12 claims in.

13 In this particular case what I was a little
14 surprised about is that it's taken over six months
15 for this amended Answer and counterclaim to come in.
16 Can you answer that question for me?

17 MR. CANTRELL: Yes, Your Honor. That was
18 simply a failure on my part to get the matter done.
19 There was a deadline in the order. I had intended to
20 get it done quicker but I had a few things come up.
21 Your Honor, it's simply a delay on -- I'm a sole
22 practitioner, so I handle everything in my office,
23 and sometimes it gets a little busier than I had
24 planned, so I have no good excuse to offer for that
25 other than the fact that I just did not get to it.

1 THE COURT: Very good. So here's -- let's
2 sort of run through this. Is the new amended Answer
3 and counterclaim -- does it just add that cause of
4 action we looked at before with the Unfair Trade
5 Practices, or do you have other Causes of Action?

6 MR. CANTRELL: That's the only thing it added.
7 That's the only thing Your Honor permitted it to add
8 against Ocwen. So it does that. It may have
9 clarified a few of the defenses, but it didn't add
10 anybody other than Ocwen. It didn't add Nationstar.

11 I have mixed feelings about whether or not
12 Nationstar should be in the case. They serviced it
13 for a while. We have a couple of things going on in
14 this case. One is the whole improper illegal
15 origination of the loan. Then there's also an
16 accounting issue.

17 So Nationstar had this for a while, so I'm
18 concerned about discovery. I've been asking for over
19 six months for a life of loan transaction history
20 from Mr. Stork's office. I haven't gotten that. I
21 don't know if Nationstar -- if they get out of the
22 case it's going to be hard for me to get discovery
23 from them. That's my primary concern with them.

24 On the other hand, it's clear from this
25 document they submitted with this Assignment of

1 Mortgage, that they had no further interest in this
2 matter. I think their case is moot. I think it's
3 been moot since the end of June when they told me
4 this transfer occurred. I don't know why they're
5 still in the case. I don't know why the case is
6 still here except for the Plaintiff, frankly. They
7 made no Motion to Substitute the Plaintiff. There's
8 nothing properly before the Court.

9 THE COURT: I tried to touch on that. I'm
10 trying to figure out if you want Nationstar in the
11 case or not. That's my question.

12 MR. CANTRELL: I want to be able to get
13 discovery against them easy. Is it better to leave
14 them as an -- is it proper to leave them as
15 additional Plaintiffs in that case, or is it more
16 proper to have some other order that doesn't comply
17 with discovery or produce witnesses for depositions
18 or whatever I need? I don't know how that really
19 needs to be done, Your Honor.

20 THE COURT: All right. Let me ask this
21 question. I think what got us here today, number
22 one, the note and mortgage must have been assigned to
23 this trust, right?

24 MR. STORK: That's correct, Judge.

25 THE COURT: So the real party -- you-all's

1 contention that the real party in interest is the
2 current Plaintiff in this trust having received the
3 note and mortgage from Nationstar; is that correct?

4 MR. STORK: That's correct, Judge. We
5 submitted a copy of the recorded Assignment of
6 Mortgage along with the proposed order substituting
7 Plaintiff to just referencing the change in the real
8 party interest under 17(a).

9 THE COURT: So if I follow the Plaintiff in
10 this case down the line -- first it was Ocwen and
11 then it was Nationstar and now it's the Trust; is
12 that right?

13 MR. STORK: Correct, Judge.

14 THE COURT: And Mr. Grissom, you're not here
15 to prosecute the foreclosure. You're here to defend
16 the counterclaims against Nationstar?

17 MR. GRISSOM: If there were any asserted.

18 THE COURT: In the event they exist?

19 MR. GRISSOM: Yes. Now that we have the
20 amended pleading I don't see any.

21 THE COURT: Right. Right.

22 MR. CANTRELL: Your Honor didn't permit any
23 against them based on the hearing in June so we
24 didn't add any obviously as a result of that.

25 THE COURT: And so your issue, of course, with

1 Nationstar would have to do with the accounting, and
2 I'm assuming all that. I've had testimony on that
3 before. All that documentation gets transferred over
4 with the loan to the new party. The problem that
5 you've got is, one -- the Plaintiff's problem is
6 testifying to it, and two, your problem becomes that
7 of cross examination, what do you have to cross
8 examine to make sure that the records are correct.

9 Other than this origination issue, I am
10 assuming that there are accounting issues that
11 you-all plan to present?

12 MR. CANTRELL: Yes, Your Honor. Like I said,
13 we're still waiting on that life of the loan history
14 on the accounting. We don't believe -- my client
15 doesn't believe he owes -- that he's delinquent or if
16 he is delinquent he doesn't believe he owes near as
17 much as they claim.

18 There was actually a prior foreclosure, and he
19 thought he had caught it up, but then they came along
20 and filed another one, so we really need to be able
21 to sort this out. We retained an expert to -- a
22 certified forensic accountant, but he needs stuff to
23 work with, so we're waiting on some discovery on
24 that. We haven't yet brought a Motion to Compel.

25 There was a previous Motion to Compel brought

1 by prior Counsel for the Defendant, but that was
2 withdrawn just before hearing, and we're still
3 waiting on -- I need to file another one, I guess, to
4 get what I need because I haven't gotten it, but that
5 hasn't happened yet, Your Honor.

6 MR. STORK: And Judge, as I stated, I'm taking
7 over this case. Having gone through it, it's quite
8 voluminous for having been five years in the making
9 to get up to this point. The file we inherited from
10 Korn was about that thick (indicating) with stuff. I
11 went through and sorted out what I think was all
12 produced in discovery.

13 So I haven't e-mailed Mr. Cantrell
14 specifically about the discovery issues because I'm
15 just -- as of right now I'm kind of trying to figure
16 out exactly what the status of this matter is so that
17 we can get this thing back on track and get it
18 rocking and rolling.

19 So if there are any sort of pending discovery
20 issues -- if a life of the loan accounting has not
21 been provided, that certainly will be provided as
22 Mr. Hammond is entitled a life of the loan
23 accounting. Really I think a Motion to Compel would
24 be a little premature at this time. Give me a chance
25 to get this done and I'll get it done.

1 THE COURT: Okay. So Mr. Cantrell, let me
2 come back to you. What you're telling me is you do
3 not yet have the loan history, so you don't know if
4 you have a Complaint against Nationstar?

5 MR. CANTRELL: Well, I am pretty sure their
6 accounting is wrong. I don't know how wrong it is.
7 I want my accountant to be able to run through these
8 numbers. We're talking about Ocwen, I think, that
9 did the majority, if not all of this accounting, and
10 we know they've been sanctioned by regulators for
11 their practices. So it's no surprise that there
12 could be some problems in there. We're also talking
13 about a loan that was originated by Taylor, Bean and
14 Whitaker, whose principal went to jail for mortgage
15 fraud. So this is probably the worst foreclosure
16 case that I've seen as a defense attorney, Your
17 Honor, and I certainly don't want my client's
18 interests not to be properly represented.

19 THE COURT: Okay. Subject to that, as you
20 said, I don't see the counterclaim against
21 Nationstar. I haven't heard a Complaint against
22 Nationstar other than you want to see the life of
23 loan. So unless or until there's some sort of
24 problem there, I don't see any reason to keep
25 Nationstar in the case from that standpoint. The

1 purpose -- here's the problem that I had in these
2 cases. When you've got this ongoing litigation -- so
3 the answer is filed, the counterclaim is filed
4 against the originator of the loan or the servicer of
5 the loan, whoever it is -- in this case, Ocwen. So
6 Ocwen's in the case. You-all filed a counterclaim
7 against them. When they go and substitute the new
8 Plaintiff, if Ocwen's gone your Complaint goes away
9 against that person unless there's some sort of
10 third-party action brought. Right? So that's
11 exactly what you're doing here. I understand you've
12 got a Complaint against Ocwen as the servicer and
13 you've got some problems with the origination of the
14 loan. That's what's been alleged in here. I'm with
15 you on that. Okay?

16 But I don't hear yet that there's a problem
17 with Nationstar. It may or may not be correct.
18 You're going to get that when you get the life of the
19 loan. You'll have to figure out whether or not
20 you're going to bring Nationstar in the case.
21 Nationstar is no longer the moving entity in this
22 transaction because they don't hold the note and
23 mortgage. This new trust has done that.

24 So I'm looking to see how you have been
25 prejudiced by this transfer of the note and mortgage

1 and the new Plaintiff. I'm not hearing that provided
2 that your third-party action is commenced. Are you
3 with me? When we met in the June Ocwen was gone. I
4 gave you the right to pursue Ocwen.

5 Here is now January and Ocwen is now back in
6 the case. I don't hear yet that we have a Complaint
7 against Nationstar because you don't have enough
8 information to know whether or not there's a
9 Complaint against Nationstar.

10 MR. CANTRELL: Well, you're talking about a
11 foreclosure action. You're not talking about my
12 Improper Substitution of Plaintiff Motion, correct?

13 THE COURT: Right. Right.

14 MR. CANTRELL: I think we have been prejudiced
15 by that, but --

16 THE COURT: You have been prejudiced by
17 failure to get notice of it. I agree with that. I'm
18 just telling you, this happens because all of a
19 sudden by operation of law the current Plaintiff is
20 no longer the -- they don't have standing. Okay? If
21 you think about it they don't have standing. If they
22 don't hold the note and mortgage they transfer that.
23 That stuff gets bought and sold. Why I have a
24 problem, and this is what I'm trying to telegraph to
25 you -- I didn't sign this order. It got signed by, I

1 assume, the administrative judge, Judge Young. Back
2 in December he was moving stuff out by the end of the
3 year. No motion hearing was filed. It just came in,
4 an order substituting Plaintiff.

5 On the face of it he says they don't own it.
6 Okay. We're going to transfer that over there. So
7 what I would do is if you find in the course of your
8 discovery with the new Plaintiff, which sounds like
9 what Mr. Stork is going through now, and you find
10 that there's a problem with the accounting during the
11 time period that Nationstar held it then I would give
12 you the opportunity to come back and seek them. It
13 sounds to me like, based on what we've been talking
14 about in this case and what's happened in this case
15 and/or not happened over the last six or
16 seven months, but anyway, your Complaint rests in the
17 origination of the loan and with the original
18 handling of the loan, and so whatever was going on
19 was probably continuing to go on if there was an
20 escrow reserve. I don't know what the problem of the
21 case was.

22 MR. CANTRELL: We think Ocwen was the major
23 cause of the improper payment applications because I
24 think that Nationstar was holding it, and I haven't
25 yet confirmed this, but I think maybe payments

1 weren't being made. That was post foreclosure.
2 Obviously they inherited this during the foreclosure.

3 THE COURT: Nationstar is just -- for all
4 intents and purposes they are just in a holding
5 pattern until they can get the thing prosecuted and
6 now they're out of the deal.

7 MR. CANTRELL: So the primary Complaint does
8 seem to be against Ocwen in that regard.

9 THE COURT: Well, what I'm going to do on the
10 order substituting Plaintiff -- this is what I'm
11 going to ask. Mr. Stork, one of the things that I
12 have wanted to do -- one of the things I've asked my
13 staff -- these orders, they come in all the time. I
14 get orders in foreclosure cases pulling sales,
15 pulling all kinds of stuff and substituting
16 Plaintiff.

17 I've asked my staff to look at them to see
18 whether or not it's a contested case because if it is
19 a contested case and there's a counterclaim I'm not
20 going to let that Plaintiff out of the case on that
21 basis. I think it's better and probably makes more
22 sense for them to become a third-party action. I'm
23 not going to put the counterclaiming Defendant to
24 that burden. You just end up having multiple
25 Plaintiffs and it works in that fashion as opposed to

1 a third-party practice. Now you've got two
2 Plaintiffs. You've got the Plaintiff, whoever holds
3 the note and mortgage going on when they're pursuing
4 their foreclosure, but the counterclaim
5 Defendant/Plaintiff would remain in the case. That's
6 what I think you're really concerned about. If you
7 let that party out of the case then you've got a
8 problem. You've got to go chase some party. You may
9 have to go chase Nationstar now, which would be your
10 concern, but as we talked about back in June, and as
11 I get here today, I don't hear that complaint that --
12 you may have, but I don't hear it yet.

13 MR. CANTRELL: My client's position was that
14 the loan was an illegal loan. Ocwen foreclosed on an
15 illegal loan, and Nationstar foreclosed on an illegal
16 loan, so whether Nationstar is completely clean in
17 this matter is an entirely different matter, but
18 there are no current allowed counterclaims against
19 them based on Your Honor's prior ruling.

20 THE COURT: All right. Well, let's do that.
21 I understand the concern with substituting the
22 Plaintiff and not getting notice. Okay? When I
23 first got on the bench I was real surprised at how
24 often that went on. The number of contested
25 foreclosures I have relative to the total number of

1 foreclosures is de minimus, but when that happens and
2 there is a transfer of the Plaintiff and there are
3 counterclaims against the Plaintiff that's when we
4 have problems, and I'm always willing to go back and
5 allow that to happen. What I see here is that that
6 has essentially happened. So in other words,
7 Ocwen -- the original Plaintiff has now been
8 third-partied into the case. They were already in
9 the case because the counterclaim had already been
10 asserted against them. So it's just a matter of
11 reordering the priorities.

12 So I'm going to allow the order to substitute
13 the Plaintiff to remain.

14 MR. CANTRELL: Your Honor, could I be heard?
15 I don't really think I've been heard on that. I
16 thought we were kind of handling this one at a time.
17 I want to get my prejudice on the record.

18 THE COURT: Sure go ahead. Go ahead. I'll
19 rule against you, but go ahead and make your record.

20 MR. CANTRELL: That's fine. I can appeal that
21 at the proper time, of course. I don't have any
22 problem doing that.

23 Your Honor, my Motion to Vacate the Prior
24 Order is based on several things. First of all,
25 there's the United States Constitution. Amendment 14

1 says that due process shall be afforded by the states
2 as well as the Federal government, and in this case
3 what we were denied was procedural process. We have
4 a proposed ex parte order that's filed in this Court.
5 I received notice --

6 THE COURT: I'll tell you what. If you want
7 to argue this Motion I'm going to let you take it to
8 Judge Young. Okay? Judge Young is the one that
9 provided it, and I'll let you take it to him. Okay?
10 He's the one that signed the order. I'll let you do
11 it there. Okay?

12 MR. CANTRELL: I can do that, Your Honor, but
13 for opposing Counsel -- whether they want to consent
14 to that or not, I want to say I am seeking fees, and
15 I am trying to shift fees, and I'm going to shift
16 more fees if I can do it later. There's no basis
17 under the Constitution. There's no basis under the
18 Rules.

19 Now, I know Mr. Stork wasn't in the case at
20 the time this got filed. It was another person who
21 is no longer with his office, but if I were them and
22 knowing me and knowing I will take it to Judge Young,
23 I'd be offering to pay me the \$1,000 my client's out
24 of pocket having to get to this point, plus whatever
25 it's going to take to get to Judge Young. I'm more

1 than happy to take you up on that, Your Honor, but I
2 want to be fair to opposing Counsel and let them know
3 that somebody's got to pay for it, and Nationstar has
4 a whole lot more money than my client, and we're not
5 going to pay for their mistakes.

6 THE COURT: Let me tell you what my feeling is
7 on this. I'm not going to give you the relief that
8 you seek, Mr. Cantrell. I don't find any prejudice
9 here. I do see that there was a cost that your
10 client has incurred based upon this Motion, however,
11 the transfer of the note and mortgage -- I think I've
12 been fairly clear on the record about what has
13 happened here. I don't find any prejudice to you
14 based on that.

15 The prejudice I find is that this case has
16 been delayed six months for your failure to file the
17 counterclaim which the Court ordered you to do back
18 in June. The delay there is where I've got a
19 problem. Okay? I am going to allow the counterclaim
20 to be asserted because I did it back in June.

21 Now we're in January so we're six months after
22 the fact. I'm inclined -- I don't have a Motion in
23 front of me, but I would be inclined to deny the
24 counterclaim today because it's been six months in
25 its pursuit. This case is now six years old. Okay?

1 It's not getting any better, and I'm not giving you
2 attorney's fees. I'm not giving you anything because
3 this has happened. Okay?

4 If this was Ocwen -- let me just make sure
5 you're clear on this. If this was Ocwen and your
6 counterclaim had been asserted and then Ocwen went
7 ahead and did what they had done and wanted out of
8 the case we might be looking at a different animal.
9 Okay? But we're not. Okay?

10 You've got no claim against Nationstar at this
11 point in time, and you don't have any claim against
12 the current Plaintiff. They're just the possessor,
13 the holder of the note and mortgage. You have all
14 your rights and defenses that you've got as to
15 whether or not they're a holder in due course and all
16 that stuff going on there because clearly this loan
17 is in default. Okay? It has been, I'm assuming,
18 since prior to 2011 when the case was brought. Okay?

19 MR. CANTRELL: My client believes it was
20 either current or very close to that, so we think --

21 THE COURT: That's a proof issue for another
22 day.

23 MR. CANTRELL: In a prior foreclosure my
24 client paid them this money and reinstated it and
25 then they went ahead and foreclosed again within a

1 few months later. We don't think he was in default,
2 or if he was we certainly don't think he's in default
3 now. We think this is another improper accounting
4 Ocwen issue, and it's not uncommon.

5 Ocwen's not here, and I understand your
6 concern about -- Ocwen may be being prejudiced by
7 this delay. I don't know that I see that, but Ocwen
8 is not here so my damages have been caused by
9 Nationstar's improper Motion to Substitute Plaintiff.
10 They just lost \$1,000 in attorney's fees and costs,
11 or more actually now, just getting here. So that's
12 where the prejudice is. If Your Honor wants to send
13 this to Judge Young because he signed the order I'm
14 fine with that, but you know, there's a violation of
15 the Constitution, there's a violation of the South
16 Carolina Rules of Civil Procedure. We can't just
17 ignore that based on some possible prejudice to
18 Ocwen. They're not here. I don't understand the
19 connection here, Your Honor. If Your Honor wants to
20 send it somewhere else that's fine.

21 THE COURT: No. I'm going to rule on it. I'm
22 just going to deny your Motion outright. I'm not
23 going to grant you attorney's fees. I'm not going to
24 grant your Motion. I'm going to allow the Plaintiff
25 to stay. Okay?

1 MR. CANTRELL: I don't get an evidentiary
2 hearing on the transfer? They don't have to prove
3 that this trust actually owns this loan? Is that
4 what Your Honor is saying?

5 THE COURT: No. That is what I'm saying.
6 Yes.

7 MR. CANTRELL: Is that -- just for my
8 purposes, is that an interlocutory order or a final
9 appeal order?

10 THE COURT: It will be a Form 4 order. Okay?
11 You'll have to figure out whether it's final or
12 interlocutory. Okay?

13 MR. CANTRELL: I'll have to figure that out,
14 Your Honor.

15 THE COURT: While it's on appeal if you don't
16 prosecute your counterclaim I'm going to dismiss that
17 if I get a Motion to Dismiss it. All right?

18 MR. CANTRELL: Well, I'm going to serve Ocwen,
19 and obviously we have to wait for their response.

20 THE COURT: Well, let's make sure we get it
21 done. Okay? Very good. Thank you.

22 MR. CANTRELL: Thank you, Your Honor.

23 MR. STORK: Thank you, Judge.

24 (The proceedings were concluded at 10:50 a.m.)
25

1 State of South Carolina)
2 County of Charleston) C E R T I F I C A T E
3

4 I, Christine A. Smith, Court Reporter and
5 Notary Public for the State of South Carolina at
6 Large, do hereby certify that the foregoing
7 transcript is a true, accurate, and complete record.

8 I further certify that I am neither related to
9 nor counsel for any party to the cause pending or
10 interested in the events thereof.

11 Witness my hand, I have hereunto affixed my
12 official seal this 27th day of March, 2017 at
13 Charleston, Charleston County, South Carolina.
14

15
16 
17

18 Christine A. Smith
19 Notary Public
20 My Commission Expires
21 May 12, 2021
22
23
24
25

ERRATA SHEET - January 23, 2017
hearing

I, the undersigned, JOHN CANTRELL, ESQ. do
hereby certify that I have read the foregoing
proceedings and find it to be a true and accurate
transcription of testimony, with the following
corrections, if any:

PAGE	LINE	CHANGE	REASON
7	19	should be "There was no deadline in the order" instead of "There was a deadline in the order"	
20	3	should be "denial was procedural due process"	
23	5	should be "and I don't understand"	
24	8-9	should be "final appealable order"	

 5-9-17
JOHN CANTRELL, ESQ. Date

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

Roger M. Young, Sr., Circuit Court Judge
Mikell R. Scarborough, Master In Equity, Charleston County

Case No. 2011-CP-10-7446

FILED
2017 MAR 13 PM 2:40
JULIE J. ARMSTRONG
CLERK OF COURT
BY

U.S. Bank Trust, N.A., as
Trustee for LSF9 Master
Participation Trust

Respondent,

v.

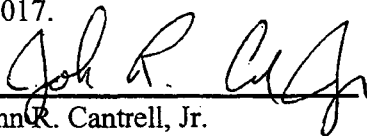
Robert E. Hammond,

Appellant.

NOTICE OF APPEAL

Robert E. Hammond appeals the Order Substituting Plaintiff of the Honorable Roger M. Young, Sr. filed December 1, 2016 and the Form 4 Order Denying Defendant's Motion to Reconsider of the Honorable Mikell R. Scarborough filed January 26, 2017. Appellant received written notice of entry of the December 1, 2016 Order on December 7, 2016 and received written notice of entry of the January 26, 2017 Order on February 2, 2017.

Dated this March 4, 2017


John R. Cantrell, Jr.
Cantrell Legal, PC
Post Office Box 1276
Goose Creek, SC 29445-1276
(843) 797-2454
Attorney for Appellant

Other Counsel of Record:
William P. Stork
Scott & Corley, P.A.
Post Office Box 2065
Columbia, SC 29202
(803) 252-3340
Attorney for Respondent

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

Roger M. Young, Sr., Circuit Court Judge
Mikell R. Scarborough, Master In Equity, Charleston County

Case No. 2011-CP-10-7446

U.S. Bank Trust, N.A., as
Trustee for LSF9 Master
Participation Trust

Respondent,

v.

Robert E. Hammond,

Appellant.

PROOF OF SERVICE

I certify that I have served the Notice of Appeal on U.S. Bank Trust, N.A., as Trustee for LSF9 Master Participation Trust by depositing a copy of it in the United States mail, postage prepaid, on March 4, 2017, addressed to its attorney of record, William P. Stork, at his address indicated below.

Dated this March 7, 2017


John R. Cantrell, Jr.
Cantrell Legal, PC
Post Office Box 1276
Goose Creek, SC 29445-1276
(843) 797-2454
Attorney for Appellant

Other Counsel of Record:
William P. Stork
Scott & Corley, P.A.
Post Office Box 2065
Columbia, SC 29202
(803) 252-3340
Attorney for Respondent

FILED
2017 MAR 13 PM 2:40
JULIE J. ARMSTRONG
CLERK OF COURT
BY 

CANTRELL LEGAL, PC
PO BOX 1276
GOOSE CREEK SC 29445-1276
843-797-2454 (voice) 309-213-0922 (fax)
Email: lawyer@comcast.net

COVER LETTER

March 9, 2017

Charleston County Clerk of Court
100 Broad Street, Suite 106
Charleston, South Carolina 29401-2258

ATTN.: Recording Clerk

IN RE: U.S. Bank Trust v Robert E. Hammond

Case No.: 2011-CP-10-7446

Dear Clerk:

- (X) Enclosed are the following documents for filing or for your files:
Copy of notice of appeal and proof of service filed with the SC Court of Appeals
- () Please return the extra copies stamped filed in the SASE provided.
- () Enclosed is check # for \$.00.
- () Other:

Sincerely,



John R. Cantrell, Jr.
Attorney at Law



Julie J. Armstrong
Charleston County Clerk of Court

**Charleston County
Circuit Court Case Details
Public Index**

[Charleston County Home Page](#)
[Clerk of Court Home Page](#)
[Magistrates Court](#)
[SC Judicial Home Page](#)
[Search Tips](#)
[Switch View](#)

U S Bank Trust N A as Trustee VS Robert E Hammond , defendant, et al

Case Number:	2011CP1007446	Court Agency:	Common Pleas	Filed Date:	10/13/2011
Case Type:	Common Pleas	Case Sub Type:	Foreclosure 420	File Type:	Non-Jury
Status:	Referred To Master	Assigned Judge:	Clerk Of Court C P, G S, And Family Court		
Disposition:		Disposition Date:		Disposition Judge:	
Original Source Doc:		Original Case #:			
Judgment Number:		Court Roster:			

Case Parties Judgments Tax Map Information Associated Cases Actions Financials

Name	Description	Type	Motion Roster	Begin Date	Completion Date	Documents
	Certificate Of Service	Filing		11/21/2017-15:03		
	Order removing 3rd party cmplt pursuant to 40(j)	Order		11/21/2017-15:01		
Ocwen Loan Servicing Llc	Order/Order Filing Fee	Filing		11/08/2017-14:24		
Ocwen Loan Servicing Llc	Notice/Notice of Hearing & crt/srv by mail	Filing		05/01/2017-09:03		
Hammond, Robert E	Notice of Appeal/Court of Appeals & Proof of Service	Filing		03/13/2017-09:21		
Ocwen Loan Servicing Llc	2nd Lis Pendens Filed	Filing		03/10/2017-11:38		
OCWEN Loan Servicing LLC	Answer to 3rd Party Cmplt & crt/srv	Filing		03/08/2017-10:15		
Ocwen Loan Servicing Llc	Plntff's reply to the answer of Robert Hammond	Filing		02/21/2017-08:55		
Ocwen Loan Servicing Llc	Plntff's Reply to the Amended Answer of Robert Hammond	Filing		02/21/2017-08:53		
Hammond, Robert E	Service/Certificate Of Service of 1st Amended Answer	Filing		02/13/2017-07:35		
	Order on Hammond;s mot to reconsider etc is denied	Order		01/26/2017-09:26		
	Service/Certificate Of Service	Filing		01/23/2017-15:46		
Hammond, Robert E	Amended Answer, 3rd party Complaint & crt/srv	Filing		01/23/2017-09:05		
Cantrell, John R Jr.	Motion/Reconsider & For Sanctions by defendant, crt/srv	Motion		12/22/2016-14:25	01/26/2017-14:25	
Hammond, Robert E	Motion/Motion Filing Fee	Filing		12/22/2016-13:25		
Ocwen Loan Servicing Llc	Service/Certificate Of Service By Mail	Filing		12/01/2016-15:59		
Ocwen Loan Servicing Llc	Order/Order Filing Fee	Filing		12/01/2016-15:47		
Ocwen Loan Servicing Llc	Order/Substituting Plntff & cert of serv by mail	Order		12/01/2016-10:35		
Nationstar Mortgage LLC	Notice of Appearance of Atty Grissom etal, crt/srv	Filing		07/12/2016-08:57		
	Master's Order-defnt's mot to amend is granted etc	Order		06/27/2016-11:22		
Hammond, Robert E	Objection to plaintiffs Motion for Summary Judgment, crt/srv	Filing		06/20/2016-08:56		
Hammond, Robert E	Motion/Motion Filing Fee	Filing		06/16/2016-16:11		
Cantrell, John R Jr.	Motion/Omnibus Motion by defendant, crt/srv	Motion		06/16/2016-08:51		
Brabham, Vance L. III	Motion/Summary Judgment by plaintiff	Motion		06/10/2016-13:11		
Brabham, Vance L. III	Motion/Compel by plaintiff	Motion		06/10/2016-13:10	06/27/2016-13:10	
Nationstar Mortgage LLC	Motion/Motion Filing Fee	Filing		06/10/2016-11:10		
Nationstar Mortgage LLC	Motion/Motion Filing Fee	Filing		06/10/2016-11:09		
Ocwen Loan Servicing Llc	Service/Certificate Of Service	Filing		06/10/2016-09:54		
Hammond, Robert E	Order/Substitution Of Counsel-Cantrell in place of Maxfield	Order		05/27/2016-16:36		
Hammond, Robert E	Order/Order Filing Fee	Filing		05/23/2016-14:28		
Hammond, Robert E	Motion/Motion Filing Fee	Filing		05/02/2016-14:38		

Maxfield, David Andrew	Motion/Substitution of Counsel for defendant, crt/srv	Motion		05/02/2016-13:26		
Hammond, Robert E	Motion/Motion Filing Fee	Filing		03/31/2016-13:03		
Maxfield, David Andrew	Motion/Amend by defendant, crt/srv	Motion		03/31/2016-08:49	06/27/2016-08:49	
	Master's Scheduling Order	Order		03/15/2016-14:05		
Ocwen Loan Servicing Llc	No document / to send to master only	Order		11/30/2015-11:55		
Ocwen Loan Servicing Llc	Order/Referred to Master	Order		11/30/2015-11:51		
Ocwen Loan Servicing Llc	Service/Certificate Of Service by Mail	Filing		11/30/2015-08:55		
Ocwen Loan Servicing Llc	Affidavit of Non-Military Service	Filing		11/30/2015-08:53		
Nationstar Mortgage LLC	Order/Order Filing Fee	Filing		11/24/2015-14:32		
Ocwen Loan Servicing Llc	Service/Certificate Of Service by Mail	Filing		10/06/2015-12:18		
Ocwen Loan Servicing Llc	Order/Substitution Of Counsel-Koehler in place of Kay	Order		10/06/2015-12:17		
Ocwen Loan Servicing Llc	Order/Order Filing Fee	Filing		09/28/2015-15:02		
Ocwen Loan Servicing Llc	Motion/Summary Judgment by plaintiff, crt/srv	Motion		03/19/2014-14:57	11/30/2015-14:57	
Ocwen Loan Servicing Llc	Motion/Motion Filing Fee	Filing		03/19/2014-14:21	11/30/2015-14:21	
Ocwen Loan Servicing Llc	Order amending caption	Order		11/07/2013-09:57		
Ocwen Loan Servicing Llc	Order/Order Filing Fee	Filing		11/04/2013-11:33		
Maxfield, David Andrew	Roster/Notice of Case Roster Publication Sent	Action		03/05/2013-08:37		
Kay, John Sanford	Roster/Notice of Case Roster Publication Sent	Action		03/05/2013-08:37		
Kay, John Sanford	Roster/Notice of Motions Roster Publication Sent	Action		07/16/2012-09:12		
Maxfield, David Andrew	Roster/Notice of Motions Roster Publication Sent	Action		07/16/2012-09:12		
Hammond, Robert E	Motion/Motion Filing Fee	Filing		04/26/2012-09:55		
Maxfield, David Andrew	Motion/Compel by defendant & crt/srv	Motion		04/25/2012-16:30	08/09/2012-16:30	
Hammond, Robert E	Answer/Answer And Service	Filing		12/14/2011-13:35		
	Certification of Exemption from Administrative Order & serv	Filing		12/08/2011-13:20		
	Service/Affidavit Of Service	Filing		12/01/2011-10:11		
	Service/Affidavit Of Service	Filing		10/26/2011-09:38		
	Service/Affidavit of Non Service	Filing		10/17/2011-08:34		
Ocwen Loan Servicing Llc	Notice/Notice of Foreclosure Intervention	Filing		10/13/2011-16:29		
Ocwen Loan Servicing Llc	Lis Pendens Filed	Filing		10/13/2011-16:29		
Ocwen Loan Servicing Llc	Summons & Complaint	Filing		10/13/2011-15:48	10/18/2011-15:48	

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

Roger M. Young, Sr., Circuit Court Judge
Mikell R. Scarborough, Master In Equity, Charleston County

Case No. 2017-000613

U.S. Bank Trust, N.A., as
Trustee for LSF9 Master
Participation Trust

Respondent,

v.

Robert E. Hammond,

Appellant.

RECEIVED

MAR 14 2018

SC Court of Appeals

CERTIFICATE OF APPELLANT

I, Robert E. Hammond, the appellant, hereby certify that the Record on Appeal contains all
of the material designated by the parties to the appeal and no other materials are included
therein.

Robert E. Hammond
Robert E. Hammond 

Robert E. Hammond
3507 Aspen Grove
Irvine, CA 92660
(949) 307-3678
Appellant