

**THE STATE OF SOUTH CAROLINA**  
In the Court of Appeals

**RECEIVED**

**FROM APPEALS JASPER COUNTY**  
On Appeal from the Superior Court of Jasper County

MAY 24 2018

SC Court of Appeals

**Referee Judge Benjamin CP Sapp**  
2015-CP-27-00524

**Appellant Case No. 2017-002286**

Deutsche Bank National Trust Company, as Trustee for GSAA Home Equity Trust 2006-17, Asset-Backed  
Certificates, Series 2006-17, Respondent,

vs.

Louise Legare Gardner; One West Bank, National Association s/b/m to IndyMac Bank F.S. B.,  
Defendants,


Of which Louise Legare Gardner is the Appellant.

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**APPELLANT'S FINAL BRIEF**

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Submitted, this 21<sup>st</sup> day of May, 2018

  
Louise Legare Gardner  
Appellant in Propria Persona  
c/o Post Office Box 3443  
Bluffton, SC 29910

Attorney for Respondent  
Genevieve S Johnson, Esquire; Bradford M Strokes; et al  
c/o BROCK & SCOTT PLLC  
3800 Fernandina Road Suite #110  
Columbia, SC 29210

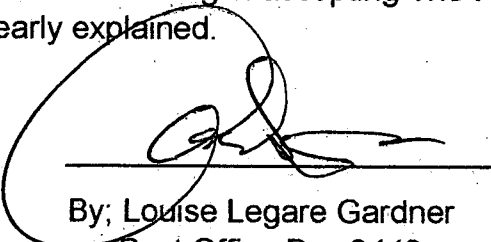
Attn: Michael C Griffin & Jonathan E Schultz Esquire's  
c/o BRADLEY ARANT BOULT CUMMINGS LLP  
214 N. Tryon Street Suite 3700  
Charlotte NC 28202-1078

## APPELLANT'S FINAL BRIEF

- 1) Appellant's Final Brief and Objection To Supplementing The Record With Forged and Counterfeit Document was served on time May, 17<sup>th</sup> 2018, in response to Respondent's Motion For Leave To Supplement The Record On Appeal received by Appellant May 10<sup>th</sup>, 2018.
- 2) Record on Appeal was served May 1, 2018
- 3) A Motion To Accept Record On Appeal Not Fully Complying with (SCARC) Rules 267(d) in reply to the court Clerk's letter dated May 3<sup>rd</sup> for improper binding, missing fee and Motion was replied and served May 13<sup>th</sup>, 2018
- 4) Final Brief contains references to the motions and affidavits by document contained in the Record on Appeal by order including the trial court transcript which is sufficient to direct the court's attention to the pertinent matters. This is not a complicated proceeding involving a trial with transcripts, it is a de novo review of the circumstances for Summary Judgment.

I pray the court of appeals be lenient and understanding in accepting The Record on Appeal and Final Brief as per the Motion clearly explained.

Submitted this 21st day May, 2018



By: Louise Legare Gardner  
Post Office Box 3443  
Bluffton, South Carolina 29910

**ADDITION TO THE RECORD ON APPEAL INDEX**

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**RESPONDENTS MOTION FOR LEAVE TO SUPPLEMENT THE RECORD ON APPEAL**

P-17

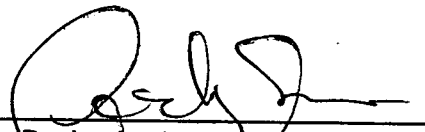
**MOTION TO ACCEPT RECORD ON APPEAL**  
not fully complying with (SCARC) Rules 267(d)

P-12

**APPELLANT'S OBJECTION TO THE MOTION FOR LEAVE part of the Final Brief**

P. 4

Attached and submitted May 21, 2018

  
By: Louise Legare Gardner

**THE STATE OF SOUTH CAROLINA**  
**COURT OF APPEALS APPEAL FROM JASPER COUNTY**  
**BENJAMIN CP SAPP COURT OF COMMON PLEAS**

DEUTSCHE BANK NATIONAL TRUST  
COMPANY, AS TRUSTEE FOR GSAA  
HOME EQUITY TRUST 2006-17,  
ASSET-BACKED CERTIFICATES,  
SERIES 2006-17

APPELLEE / RESPONDENT

v.

APPEALS CASE NO. 2017-002286

LOUISE LEGARE GARDNER

APPELLANT

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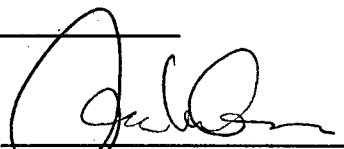
On Appeal from the Superior Court of  
Jasper County, South Carolina  
Case No. 2015-CP-27-00524

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APPELLANT'S FINAL BRIEF  
AND OBJECTION TO SUPPLEMENTING THE RECORD  
WITH FORGED AND COUNTERFEIT DOCUMENTS

---

Submitted, May 17, 2018

  
Louise Legare Gardner,  
Appellant in *Propria Persona*  
c/o P. O. Box 3443  
Bluffton, South Carolina 29910

DEUTSCHE BANK NATIONAL TRUST  
COMPANY, AS TRUSTEE FOR GSAA  
HOME EQUITY TRUST 2006-17,  
ASSET-BACKED CERTIFICATES,  
SERIES 2006-17 v. GARDNER

APPELLANT'S FINAL BRIEF DUE MAY 21, 2018

**THE STATE OF SOUTH CAROLINA**  
**COURT OF APPEALS APPEAL FROM JASPER COUNTY**  
**BENJAMIN CP SAPP COURT OF COMMON PLEAS**

DEUTSCHE BANK NATIONAL TRUST  
COMPANY, AS TRUSTEE FOR GSAA  
HOME EQUITY TRUST 2006-17,  
ASSET-BACKED CERTIFICATES,  
SERIES 2006-17

APPELLEE

v.

APPEALS CASE NO. 2017-002286

LOUISE LEGARE GARDNER

APPELLANT

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**APPELLANT'S FINAL BRIEF AND**

**OBJECTION TO APPELLEE'S / RESPONDENT'S MOTION TO SUPPLEMENT**

The standard of review for abuse of discretion is *de novo*. A court abuses its discretion if its decision is not reasonably supported by any competent evidence in the record, or if the court has misconstrued or misapplied applicable law. The trial court abused its discretion because its decision to deny a trial to the appellant was not reasonably supported by an competent evidence in the record, or the court had misconstrued or misapplied applicable law, or both. This matter is not more important because the appellee has asked the appeals court to supplement the record with forged and counterfeit instruments that were never part of the record in the trial court.

The appellee sued the appellant to foreclose on her home and exhibited forged and counterfeited instruments as a basis for the claim. The appellee obtained judgment without a trial and without meeting its burden of proof and in fact, without providing one word of evidence, thereby allowing the appellee to evade the scrutiny

of the rules of evidence that are designed to protect people against this conduct. At the very least, the exhibits, the purported note and mortgage, conflicted with the pleading and were not the same documents as those alleged in the pleading. Moreover, the appellant's jurisdictional challenge was never answered. The appellee's records recently introduced to this appeals court are again fabricated, forged and counterfeit instruments that have never been introduced into evidence in the trial court. These papers are nothing but that, papers with words on them. They have never been introduced by any competent fact witness, and have never been introduced by any competent fact witness who has been the subject of cross-examination by the appellant. These papers were never part of the record in the trial court and should not be permitted as part of the appeals record now.

This case involves a contested foreclosure in which the appellee obtained judgment without a trial and the appellant was unfairly denied a trial. The court should have held a trial in this case as it was contested and the appellee was unfairly allowed a judgment without proving any of its allegations. The appellant was unfairly denied her day in court. The court completely disregard existing law in denying the motion.

This case involves a contested foreclosure in which the appellee obtained judgment without a trial and appellant's request for trial was unfairly denied. Refusing to hold a trial was not proper as there were genuine issues of material fact in dispute and the appellee was not entitled to judgment as a matter of law.

The allegations in the pleadings conflicted with the exhibits for the reason that the exhibits demonstrated a completely different set of facts than those alleged in the complaint. The exhibits demonstrated that the plaintiff was not the lender and had no interest in the claims alleged, or in the title to the appellant's property, for which the foreclosure was sought to obtain.

The appellee never produced one word of evidence and no witness to authenticate any documentary evidence or make any statements that would be

considered evidentiary. The appellee failed to meet its burden of proof and the pleadings failed to invoke the jurisdiction of the court.

The applicable law of this case is set forth in the case of *Stanley Smith & Sons, Inc. v. Limestone College*, 283 S.C. 430, 322 S.E.2d 474 (Ct. App. 1984); from this case we quote: A contract is an obligation which arises from actual agreement of the parties manifested by words, oral or written, or by conduct. If the agreement is manifested by words, the contract is said to be express. If it is manifested by conduct, it is said to be implied. In either case, the parties must manifest a mutual intent to be bound. Without the actual agreement of the parties, there is no contract. An implied contract, like an express contract, rests on an actual agreement of the parties to be bound to a particular undertaking. The parties must manifest their mutual assent to all essential terms of the contract in order for an enforceable obligation to exist. If one of the parties has not agreed, then a prerequisite to formation of the contract is lacking. [Citations omitted.] 283 S.C. at 433-434, 322 S.E.2d at 477.

"A contract is an obligation which arises from actual agreement of the parties manifested by words, oral or written, or by conduct." *Regions Bank v. Schmauch*, 354 S.C. 648, 660, 582 S.E.2d 432, 439 (Ct. App. 2003) (citations omitted).

The necessary elements of a contract are offer, acceptance, and valuable consideration. *Carolina Amusement Co. v. Connecticut Nat'l Life Ins. Co.*, 313 S.C. 215, 220, 437 S.E.2d 122, 125 (Ct. App. 1993).

A typical contract contains mutual promises and is created by an acceptance constituting a return promise by the offeree. See *Restatement (Second) of Contracts* § 50 cmt. c (1981); *Sauner v. Pub. Serv. Auth.*, 354 S.C. 397, 405, 581 S.E.2d 161, 166 (2003) ("A bilateral contract... exists when both parties exchange mutual promises.").

Moreover, a contract only arises when there is an actual agreement by the parties in which the parties demonstrate a mutual intent to be bound. *Timmons v. McCutcheon*, 284 S.C. 4, 9-10, 324 S.E.2d 319, 322 (Ct. App. 1984).

The rule stated in *Gladden v. Keistler*, 141 S.C. 524, 140 S.E. 161, is here applicable. We quote therefrom the following: "It is not always necessary, in order to

give validity to a contract, that it should be signed by both parties; it may be sufficient if it be signed by one party and accepted, held, and acted upon by the other. See *Bulwinkle v. Cramer*, 27 S.C. 376, 3 S.E. 776, 13 Am. St. Rep. 645. In 6 R.C.L. at page 641, it is said: "But the fact that one of the parties has signed the contract does not require that the other party should do likewise. A written contract, not required to be in writing, is valid if one of the parties signs it and the other acquiesces therein. Acceptance of a contract by assenting to its terms, holding it and acting upon it, may be equivalent to a formal execution by one who did not sign it. . . . If a person accepts and adopts a written contract, even though it is not signed by him, he is deemed to have assented to its terms and conditions and to be bound by them." See also 17 Am. Jur.2d, Contracts, section 70, at page 408.

South Carolina common law requires that, in order to have a valid and enforceable contract, there must be a meeting of the minds between the parties with regard to all essential and material terms of the agreement. *Hughes v. Edwards*, 265 S.C. 529, 220 S.E.2d 231 (1975).

"A contract is the product of two or more consenting minds making a commitment about the same thing, binding on the parties at law or in equity. It is true that where there had been no meeting of the minds on the essentials of the treaty, no contract results. *Barber-Paschal Lumber Co. v. Boushall*, 168 N.C. 501, 84 S.E. 800.

This "meeting of minds" required to make a contract is not based on secret purpose or intention on the part of one of the parties, stored away in his mind and not brought to the attention of the other party, but must be based on purpose and intention which has been made known or which, from all the circumstances, should be known. *McClintock v. Skelly Oil Co.*, 232 Mo. App. 1204, 114 S.W.2d 181 (Mo. Ap. 1938).

"A contract of guaranty, like every other contract, can only be made by the mutual assent of the parties. If the guaranty is signed by the guarantor at the request of the other party, or if the latter's agreement is contemporaneous with the guaranty, . . . the mutual assent is proved, and the delivery of the guaranty to him or for his use

completes the contract." *Hudepohl Brewing Co. v. Bannister*, 45 F. Supp. 201, 203 (D.S.C. 1943) (emphasis added).

Mutual assent to all the essential terms of the agreement is necessary to the formation of a contract. *Edens v. Laurel Hill, Inc.*, 271 S.C. 360, 247 S.E.2d 434 (1978)

See *Stanley Smith & Sons v. Limestone College*, 283 S.C. 430, 322 S.E.2d 474 (Ct.App. 1984) (express contract is manifested by words, written or oral; implied contract is manifested by conduct but, as with an express contract, the conduct must demonstrate the parties' mutual assent to all essential terms of the contract); see also *Morgan v. Honeycutt*, 277 S.C. 150, 283 S.E.2d 444 (1981) (silence alone is not conduct constituting acceptance of an offer to contract).

The essential elements of an account stated are (1) that the account is actually stated; and (2) that the parties either expressly or impliedly agreed that it is a true statement and is due to be paid then or at some other specified time. *Wakefield v. Spoon*, 100 S.C. 100, 84 S.E. 418 (1915).

The execution of a note in payment of an open account operates to cut off all defenses to the account to which the maker then had knowledge where it is clear from the record the person knew or should have known the operative facts upon which the note was based. *Barry v. Atlas Metals, Inc.*, 152 Ga. App. 437, 263 S.E.2d 179 (1979).

The right of a creditor to apply a debtor's payments as it chooses, however, is qualified by the rule that where the creditor knows or should know the source of the funds from which it is paid, the creditor must, irrespective of the instructions of the debtor, apply those funds so as to protect the rights of the person supplying the funds. *American Oil*, 298 F. Supp. at 534; *Rural Plumbing & Heating Inc. v. Hope Dale Realty, Inc.*, 140 S.E.2d 330 (N.C. 1965); *Northern Va. Sav. & Loan Ass'n v. J.B. Kendall Co.*, 135 S.E.2d 178 (Va. 1964).

Summary judgment is appropriate when "the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law." Rule 56(c), SCRPC. See also *Tupper v.*

Dorchester County, 326 S.C. 318, 487 S.E.2d 187 (1997).

In addition, it must be shown that further inquiry into the facts is not needed to clarify the application of the law. *Butts v. AVX Corp.*, 292 S.C. 256, 355 S.E.2d 876 (Ct.App. 1987).

In determining whether any triable issues of fact exist, the evidence and all reasonable inferences therefrom must be viewed in the light most favorable to the party opposing summary judgment. *Summer v. Carpenter*, 328 S.C. 36, 492 S.E.2d 55 (1997); *Hamiter v. Retirement Div. of South Carolina*, 326 S.C. 93, 484 S.E.2d 586 (1997); *City of Columbia v. American Civil Liberties Union*, 323 S.C. 384, 475 S.E.2d 747 (1996).

The rule governing summary judgment provides that "[s]upporting and opposing affidavits shall be made on personal knowledge, shall set forth such facts as would be admissible in evidence, and shall show affirmatively that the affiant is competent to testify to the matters stated therein." Rule 56(e), SCRPC (emphasis added).

Rule 56(e) requires that affidavits: "[1] shall be made on personal knowledge, [2] shall set forth such facts as would be admissible in evidence, and [3] shall show affirmatively that the affiant is competent to testify to the matters stated therein." Rule 56(e), SCRPC. "Few pleadings will satisfy these requirements, even when verified." 10B Charles Alan Wright, Arthur R. Miller & Mary Kay Kane, *Federal Practice and Procedure: Civil 3d* § 2738 (1998).

"The purpose of summary judgment is to expedite disposition of cases which do not require the services of a fact finder." *George v. Fabri*, 345 S.C. 440, 452, 548 S.E.2d 868, 874 (2001).

Summary judgment is a drastic remedy and must not be granted until the opposing party has had a full and fair opportunity to complete discovery. *Id.* at 112, 410 S.E.2d at 543.

Nonetheless, the nonmoving party must demonstrate the likelihood that further discovery will uncover additional relevant evidence and that the party is "not merely engaged in a 'fishing expedition.'" *Id.* at 112, 410 S.E.2d at 544.

Respondents are not permitted to simply rest on the allegations in their complaint, especially where, as here, the majority of the factual allegations are conclusory in nature. See Rule 56(e), SCRPC ("an adverse party may not rest upon the mere allegations or denials of his pleading, but his response, by affidavits or as otherwise provided in this rule, must set forth specific facts showing that there is a genuine issue for trial.").

"There exists in every contract an implied covenant of good faith and fair dealing." *Tharpe v. G.E. Moore Co.*, 254 S.C. 196, 201, 174 S.E.2d 397, 399 (1970).

### CONCLUSION

The trial court, at least abused its discretion in unfairly denying the appellant a trial, allowing the appellee to present forged and counterfeit instruments as a basis for its claim, and the appellant requests that the order reversing the trial court's order and remanding for further proceedings so that the matter can properly be set for trial.

DATED this 17 day of May 2018.



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Louise Legare Gardner, Appellant

**THE STATE OF SOUTH CAROLINA**

In the Court of Appeals

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**APPEALS FROM JASPER COUNTY**

On Appeal from the Superior Court of Jasper County

**Referee Judge Benjamin CP Sapp**

2015-CP-27-00524

**Appellant Case No. 2017-002286**

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Deutsche Bank National Trust Company, as Trustee for GSAA Home Equity Trust 2006-17, Asset-Backed Certificates, Series 2006-17, Respondent,

vs.

Louise Legare Gardner; One West Bank, National Association s/b/m to IndyMac Bank F.S. B.,  
Defendants,

Of which Louise Legare Gardner is the Appellant.

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**MOTION TO ACCEPT RECORD ON APPEAL**

not fully complying with (SCARC) Rules 267(d)

---

Submitted, this 13<sup>th</sup> day of May, 2018



Louise Legare Gardner  
Appellant in Propria Persona  
c/o Post Office Box 3443  
Bluffton, SC 29910

Attorney for Respondent  
Genevieve S Johnson, Esquire; Bradford M Strokes; et al  
c/o BROCK & SCOTT PLLC  
3800 Fernandina Road Suite #110  
Columbia, SC 29210

Attn: Michael C Griffin & Jonathan E Schultz Esquire's  
c/o BRADLEY ARANT BOULT CUMMINGS LLP  
214 N. Tryon Street Suite 3700  
Charlotte NC 28202-1078

**MOTION TO ACCEPT RECORD ON APPEAL**  
not fully complying with (SCARC) Rules 267(d)

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In reply to the Court of Appeals Clerk letter dated May 3, 2018. I am re submitting my request with a Motion and the fee regarding the above matter regarding the Record on Appeal that was mailed on May 1, 2018, with a cover letter and enclosed EXHIBIT A- QUOTE.

**Record on Appeal**

I am Motioning the court to please accept my Record on Appeal.

Producing the binding as per Rule (SCARC) Rule 267 (d) at this time was a financial hardship. And because I have submitted the Record on Appeal the best way I could. The brief should be heard on its merits and not based on it looks. Although, I do respect the rules of the court it is all I could do in view of the circumstances.

1. I had motioned the court for additional time to file the Record on Appeal due to family matters and my need to travel out of State. Motion was granted.
2. Record on Appeal was almost completed and I returned 2 days prior to mailing it April 30<sup>th</sup>. 2018
3. Document was taken to the print store where I was told it would be ready by noon on the 30<sup>th</sup>.
4. When I returned, I was told the lady had left nothing had been done. I was assured by management that it would be ready by noon the next day.
5. The morning of May first I went to the printing store early AM at opening. A new employee was there who told me the price had been quoted incorrectly and proceeded to give a written estimate Exhibit –A. “About \$300.00 to my big surprise.”

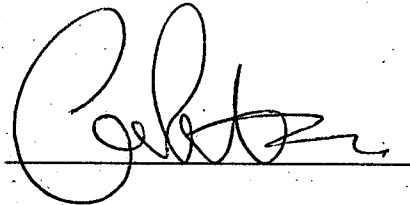
6. In between employment, health issues, family matters and recent travel plus living expenses, it was just was not possible. Not wanting to give up. I gave it my best to finish it, make it presentable the best way I could with what I could.

When we Appeal to the Court of Appeals it is in great hopes to get the justices rarely attainable in lower administrative courts, where the law does not abide, and pretty much is disregarded and all together ignored. I would hope and pray that justice in law in defending and helping humanity in distress be of more importance and matter more.

I pray the court be lenient and forgiving and accept my Record on Appeal.

**Sincerely and Respectfully;**

Submitted May 13th<sup>th</sup>, 2018

A handwritten signature in black ink, appearing to read 'Louise Legare Gardner', written over a horizontal line.

Louise Legare Gardner  
PO Box 3443  
Bluffton, South Carolina, 29910

THE STATE OF SOUTH CAROLINA  
In the Court of Appeals

FROM APPEALS JASPER COUNTY  
On Appeal from the Superior Court of Jasper County

Referee Judge Benjamin CP Sapp  
2015-CP-27-00524

Appellant Case No. 2017-002286

Deutsche Bank National Trust Company, as Trustee for GSAA Home Equity Trust 2006-17, Asset-Backed  
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Vs.

Louise Legare Gardner; One West Bank, National Association s/b/m to IndyMac Bank F.S. B., Defendants,

Of which Louise Legare Gardner is the Appellant

PROOF OF SERVICE

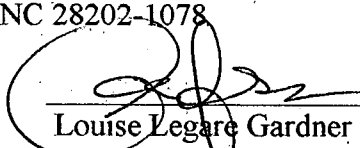
I, Louise Legare Gardner certify that I am of such age and discretion to be competent to serve papers. That on the 13<sup>th</sup> day of May, 2018. I have served a copy of the document listed below, by Mail, sent to each of the following persons at the locations stated below, which is the last known location.

Documents: -- MOTION TO ACCEPT RECORD ON APPEAL  
not fully complying with (SCARC) Rules 267(d)  
-- Cover letter and Exhibit A

Party(ies) Served;

Genevieve S Johnson, Esquire; Bradford M Strokes; et al  
c/o BROCK & SCOTT PLLC  
3800 Fernandina Road Suite #110 Columbia, SC 29210

Cc: Michael C Griffin & Jonathan E Schultz Esquire's  
c/o BRADLEY ARANT BOULT CUMMINGS LLP  
214 N. Tryon Street Suite 3700 Charlotte NC 28202-1078

  
Louise Legare Gardner

c/o Post Office Box 3443 Bluffton, SC 29910

Date 5/14/2018

**STAPLES**

**IT'S PRO TIME**

EXHIBIT A

**Gardner, Louise**

**Order Due: Tuesday, 05/01/18, 8:30 PM**

Order Number



2200527321

Order Received:

Tuesday, 05/01/18, 12:15 PM

Contact Phone:

(843) 633-1052

Call When Ready for Pickup:

Y

**Job 1 of 3 - Custom Copy & Print**

**Job Due: Tuesday, 05/01/18, 1:14 PM**

SKU	Description	Qty	Subtotal
1980562	Custom Copy & Print	17	\$ 111.64
2623897	Express Guarantee	1	\$ 33.49

**Job 2 of 3 - Finishing Only**

**Job Due: Tuesday, 05/01/18, 8:30 PM**

SKU	Description	Qty	Subtotal
1967507	Finishing Only	17	\$ 85.66
2623897	Express Guarantee	1	\$ 25.70

**Job 3 of 3 - Custom Copy & Print**

**Job Due: Tuesday, 05/01/18, 1:15 PM**

SKU	Description	Qty	Subtotal
1980562	Custom Copy & Print	2	\$ 20.66
2623897	Express Guarantee	1	\$ 6.19

**Order Summary:**

Total Price \$ 283.34

*original cost*

**Your satisfaction is our goal.**

If your order doesn't meet your expectations, let us know so we can fix it.

**THE STATE OF SOUTH CAROLINA**  
**In the Court of Appeals**

**APPEAL FROM JASPER COUNTY**  
**Benjamin CP Sapp Court of Common Pleas**

**Case No: 2015-CP-27-00524**

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**Appellant Case No: 2017-002286**

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**DEUTSCHE BANK NATIONAL TRUST  
COMPANY, AS TRUSTEE FOR GSAA  
HOME-EQUITY TRUST 2006-17,  
ASSET-BACKED CERTIFICATES,  
SERIES 2006-17,**

**Respondent**

**v.**

**LOUISE LEGARE GARDNER; ONE  
WEST BANK, NATIONAL ASSOCIATION  
s/b/m to INDYMAC BANK, F.S. B.,**

**Defendants**

**Of Whom LOUISE LEGARE GARDNER is the**

**Appellant.**

---

**RESPONDENT'S MOTION FOR LEAVE TO  
SUPPLEMENT THE RECORD ON APPEAL**

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Respondent Deutsche Bank Trust Company, as Trustee for GSAA Home Equity Trust 2006-17, Asset-Backed Certificates, Series 2006-17 ("Deutsche Bank"), through undersigned counsel, hereby seeks leave to supplement the Record on Appeal and states as follows:

1. Appellant filed her Initial Reply Brief on March 20, 2018.

2. Following Appellant's request for an extension of time, which this Court granted, Appellant's deadline to serve the Record on Appeal was April 30, 2018.

3. On or around April 30, 2018, Appellant served Respondent with the Record on Appeal. The content of the Record on Appeal that was served on Respondent is identical to that filed with the Court by Appellant on May 2, 2018.

4. The Record on Appeal that Appellant served on Respondent does not comply with SCACR 210(c) because it fails to include all of the matter designated by Respondent to be included in the Record on Appeal.

5. Specifically, Respondent identified the following documents in its Designation of Matter to be Included in the Record on Appeal that Appellant was required to – but failed to – include in the Record on Appeal:

- a. Complaint;
- b. February 24, 2016 Order of Reference;
- c. April 25, 2016 Special Referee's Order and Judgment of Foreclosure and Sale;
- d. Deutsche Bank's April 4, 2017 Notice of Sale;
- e. Appellant's November 2, 2017 Notice of Appeal; and
- f. November 3, 2017 Lis Pendens filed by Appellant.

6. The above-referenced documents that Appellant failed to include in the Record on Appeal, as required by SCACR 210(c), are attached hereto as composite Exhibit A.

7. Pursuant to SCACR 212(b), Respondent hereby seeks leave of Court to supplement the Record on Appeal with the documents attached hereto as Exhibit A.

8. Unless and until the Record on Appeal is fully – and properly – assembled by Appellant, Respondent cannot submit a Final Brief because many of the documents it designated

are not presently included in the Record on Appeal and because, in any event, even if the Court grants Respondent's herein request for leave to supplement the Record on Appeal, the pagination of the Record on Appeal would be unclear, thereby undermining the entire purpose of submitting a Final Brief.

9. It is the obligation of Appellant to serve Respondent with a complete Record on Appeal, which Appellant has not done.

10. It is also the obligation of Appellant – not Respondent – to include the matter designated by *all parties* in the Record on Appeal, to make copies and bind the Record on Appeal, and to file it with the Court.

11. It is Respondent's understanding that this motion will toll the deadline for submitting Final Briefs to the Court under SCACR 211. Accordingly, Respondent does not intend to file a Final Brief within 20 days of service of the incomplete Record on Appeal that Appellant served. Instead, Respondent will await further order of this Court.

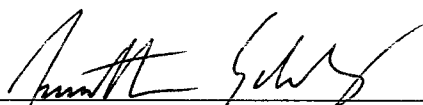
WHEREFORE, for the reasons stated above, Respondent requests as follows:

- a. That the Court grant Respondent's motion and add the documents attached hereto as Exhibit A to the Record on Appeal in this matter;
- b. That the Court require Appellant to re-serve the Record on Appeal, to include all of the documents and materials designated by Respondent for inclusion, with consecutive pagination to enable to the parties to input that pagination into their Final Briefs;
- c. That the Court require Appellant to re-file the Record on Appeal – on or before the date it is due under SCACR 210(b) – to include the materials

attached hereto as Exhibit A with consecutive pagination to enable the parties to input that pagination into their Final Briefs;

- d. That the Court impose no burden or obligation on Respondent to bind or otherwise file copies of the supplemental materials attached hereto as Exhibit A that Appellant should have included in the Record on Appeal from the outset;
- e. That the Court issue an order staying the deadline for the parties to serve and file Final Briefs pending further order of this Court; and
- f. That the Court issue such other and further relief as it deems appropriate.

This 7<sup>th</sup> day of May, 2018.



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Michael C. Griffin (SC Bar No. 72868)  
Jonathan Schulz (SC Bar No. 79850)  
BRADLEY ARANT BOULT CUMMINGS LLP  
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Company, as Trustee for GSAA Home Equity Trust  
2006-17, Asset-Backed Certificates, Series 2006-17*

**THE STATE OF SOUTH CAROLINA  
In the Court of Appeals**

**APPEAL FROM JASPER COUNTY  
Benjamin CP Sapp Court of Common Pleas**

**Case No: 2015-CP-27-00524**

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**Appellant Case No: 2017-002286**

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**DEUTSCHE BANK NATIONAL TRUST  
COMPANY, AS TRUSTEE FOR GSAA  
HOME-EQUITY TRUST 2006-17,  
ASSET-BACKED CERTIFICATES,  
SERIES 2006-17**

**Respondent**

**V.**

**LOUISE LEGARE GARDNER**

**Appellant**

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**PROOF OF SERVICE**

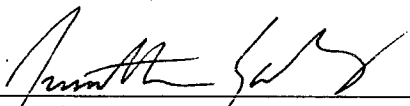
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I hereby certify that a copy of the foregoing **MOTION FOR LEAVE TO SUPPLEMENT THE RECORD ON APPEAL** was sent via first-class U.S. Mail, postage prepaid, and addressed as follows:

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This 7<sup>th</sup> day of May, 2018.

  
\_\_\_\_\_  
Jonathan Schulz (SC Bar No. 79850)