

APPELLANT'S REPLY

BY DELBERT R. TANGEMAN

RECEIVED
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SC Court of Appeals

MAY 7TH 2018



DELBERT R. TANGEMAN

104 RIVERSIDE LANE

DUNCAN, S. C. 29334

(864)303-4282

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in court's file ~~Exhibits~~

*Sorry
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THE STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

APPEAL FROM SPARTANBURG COUNTY
Court Of Common Pleas

The Honorable Judge Gordon Cooper
Master In Equity

Appellate Case No 2017-002200
Circuit Court Case No.2010-CP-42-0587

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

V.

Betty L .Tangeman, Barry D. Mallek, Alice R. Mallek, Donald Coggins Jr., and Delbert R.
Tangeman Defendants
of Whom Delbert R. Tangeman is the Appellant

PROOF OF SERVICE OF APPELLANT'S REPLY

The Appellant hereby certifies that he did deposit his MOTION FOR THE EXTENSION OF
TIME to reply to the Respondent's INITIAL BRIEF AND DESIGNATION OF MATTER file his
motion out of time mailing the same in the U.S. Postal service postage prepaid to the following:

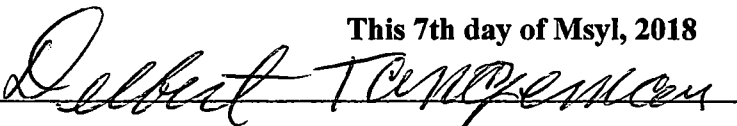
MarghrettaShisko, Esq., Attorney for Malleks P.O. Box 3547 Sptg, S/C/ 29304

John B. Kelchner, Esq., Attorney for Respondents P.O. Box 8237 Col. S.C. 29202

M.C. Griffin & J/E. Schulz 214 N. Tryon St Suite 3700 Charlotte, NC 28202 (704)3886000

Clerk of Court Sptg County, 180 Magnolia St. Sptg. S.C. 29306

This 7th day of Msyl, 2018



Delbert R. Tangeman 104 Riverside Lane Duncan, SC 29334 (864)303-428

PROOF OF SERVICE

The Appellant hereby certifies that he did deposit his reply to the Respondent's INITIAL BRIEF AND DESIGNATION OF MATTER file by mailing the same in the U.S. Postal service postage prepaid to the following parties:

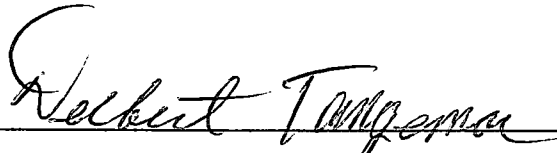
Marghretta Shisko, Esq., Attorney for Malleks P.O. Box 3547 Sptg, S/C/ 29304

John B. Kelchner, Esq., Attorney for Respondents P.O. Box 8237 Col. S.C. 29202

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Clerk of Court Sptg County, 180 Magnolia St. Sptg. S.C. 29306

This 7th day of Msyl, 2018



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

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

THE STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

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

C/A No.; 2017-002200
Circuit Court Case No. 2010-CP-42-0584

Wells Fargo Bank, N. A.; as Trustees for Bear Stearns Asset Backed Securities I Trust
2004-BOI,..... Respondents
Betty L. Tangeman, Barry D. Malleck, and Alice R. Mallick, Marghretta Shisko, and Delbert R.
Tangeman..... Defendants
Of whom Delbert R. Tangeman is theAppellant

DESIGNATION OF MATTER TO BE INCLUDED IN THE RECORD ON APPEAL

Appellant proposes the following be included in the record on Appeal

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

I certify that this designation contains no matter which hs irrelevant to this Reply.

MAY 7TH 2018

Delbert R. Tanageran 104 Riyerside Lane Duncan, SC 29334 (864) 303-4282

REPLY DISCUSSION:

Mr. Griffin, Mr. Schulz, and possible John Kelchner...That was quite a shotgun blast (both barrels) all to a closed Appellate case No. 2017-001799, which Tangeman initiated and shortly later dismissed, dated October 16, 2017. Attached at **Exhibit 7**.

Tangeman erred in attempting to appeal Judge Cooper's order denying Tangeman's **MOTION TO RECONSIDER**. Instead, Tangeman responded to Mr. Kelchner's "**NOTICE IF HEARING**"... SCHEDULED FOR SEPTEMBER 28TH, 2017.

REGARDING THE ISSUE OF STANDING:

Respondents made no believable response to negate "Standing." Mr. Kelchner: (Lines 9 and 11 page 3) regarding "**Standing**." Plaintiff did not produce an original note to Defendant Tangeman (line 11 p.3 plaintiff stated "We had the original note at the hearing". **PLAINTIFF PERJURED HIMSELF!**) Plaintiff produced only this multiple copies. (ref. p.2, lines 17-20) When one starts copying multiple times, one can arrange a fake note any way one wishes. (nowhere in lines 4 thru 21 did the Plaintiff deny that statement.) The plaintiff did not produce the original note at the "Hearing" as he stated. The statement was untrue! Was that Perjury? fraud? or both? Rule F-- 2 was that an intent to deceive? Therefore, without the original note, **the plaintiff has no standing**

REGARDING REDACTIONS

The account number on the fraudulent note was blacked out, see attached "Note" as (**Exhibit 1**). **THE LAST 3 OR 4 DIGITS** of an account number should remain in order to show proof or originality of the note. Too much redaction leads me to to be suspicious of the note's originality. The defendant is the one who must physically see the note. The last four digits of my Social Security number is out there for every loan, bank account and credit accounts.

REGARDING ASSIGNMENTS ATTACHED TO THE NOTE

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

REGARDING THE ISSUE OF THE DEFAULT DATE

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

(see Plaintiff words, page 4, lines 4-13 and lines 16-21 exhibit # 2 attached). The original Summons was filed November 3, 2010, when the current docket No. ending in 05847 was first issued (see Exhibit # 3). The Plaintiff is simply using undocumented dates out of thin air and certainly much more than six (6) months. More like (3) years.

Not six (6) months as implied. Also see (Exhibit No. five (5) Which confirms The the Jan. 7th, 2008 as beginning the date of Default. HOWEVER, WELLS FARGO BANK AND ATTORNEY KELCHNER WITH THE HUTCHENS LAW FIRM DID NOT START ACTION UNTIL MAY 5, 2017 (SEE EXHIBIT (6)...THAT'S NINE (9 YEARS AND FIVE MONTH SINCE THE DATE OF DEFAULT! Roger Townsend & Thomas Law firm reconstituted the No, as 10-CP-42-5847 which began January 19, 2011. (see Exhibit No. three (3)That created two cases active at the same time...with the Bradley & Arant law firm from Charlotte, N.C. which case was heard by Judge Mark Hayes at about the same time.

GMAC STARTED THE DEFAULT NOT THE TANGEMANS

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

REGARDING THE ISSUE OF INSURANCE

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

Delbert Tangeman

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

Exhibit

#

1

BANK ONE, NA P.O. BOX 710097 COLUMBUS, OH 43271-0097	BETTY L. TANGEMAN 104 RIVERSIDE LN DUNCAN, SC 29334	ACCOUNT # [REDACTED] Loan Number [REDACTED] Date <u>SEPTEMBER 12, 2000</u> Maturity Date <u>SEP. 12, 2020</u> Loan Amount \$ <u>49,000.00</u> Renewal Of [REDACTED]
--	---	--

LENDER'S NAME AND ADDRESS
"You" means the Lender, its successors and assigns.

BORROWER'S NAME AND ADDRESS
"I" includes each Borrower above, jointly and severally.

TERMS FOLLOWING A APPLY ONLY IF CHECKED

For value received, I promise to pay to you at your address listed above the PRINCIPAL sum of FORTY NINE THOUSAND AND NO/100* Dollars \$ 49,000.00

Single Advance: I will receive all of this principal sum on SEP. 12, 2000. No additional advances are contemplated under this note. I will receive the amount of \$ _____ and future principal advances are contemplated.

Multiple Advance: The principal sum shown above is the maximum amount of principal I can borrow under this note. On _____ I will receive the amount of \$ _____ and future principal advances are contemplated.

You and I agree that I may borrow up to the maximum only one time (and subject to all other conditions).
 Conditions: The conditions for future advances are _____

INTEREST: I agree to pay interest on the outstanding principal balance from SEPTEMBER 12, 2000 at the rate of 9.750% per year until MATURITY

Variable Rate: This rate may then change as stated below.
 Change Dates: Each date on which the interest rate may change is called a Change Date. The interest rate may change _____ and on every _____ thereafter.
 The Index: Beginning with the first Change Date, the interest rate will be based on the following index: _____
 The most recent index value available as of the date 45 days _____ before each Change Date is called the "Current Index."
 Calculation of Change: Before each Change Date, the Lender will calculate the interest rate, which will be _____ the Current Index. The result of this calculation will be rounded _____.

rate will become effective on each Change Date. Subject to any limitations below, this will be the new interest rate until the next Change Date.
 Limitations: The interest rate will never be greater than _____ % or less than _____ %.
 The interest rate will never change on any single Change Date by more than _____ %.
 Effect of Variable Rate: A change in the interest rate will have the following effect on the payments:
 The amount of each scheduled payment will change. The amount of the final payment will change.

ACCRUAL METHOD: Interest will be calculated on a ACTUAL/365 basis.

LATE CHARGE: I agree to pay a late charge when an installment is not paid within 15 days after it is due. This amount will be: 5% of the unpaid amount, or \$ 20.00, whichever is less. I also agree that you may change this amount pursuant to secs. 37-3-203 and 37-1-109 of the South Carolina Consumer Protection Code so as to always be the maximum amount allowed by law.

ADDITIONAL CHARGES: In addition to interest, I agree to pay the following charges which are are not included in the principal amount above: _____

PAYMENTS: I agree to pay this note as follows:
240. PAYMENTS OF \$464.89 EACH ON THE 12TH OF EACH MONTH BEGINNING ON OCTOBER 12, 2000

In addition to the payments described above, I will pay a "balloon payment" of \$ _____ on _____

SECURITY: This note is secured by (describe separate document by type (e.g., mortgage) and date):
MORTGAGE DEED DATED SEPTEMBER 12, 2000 SECURING THE PRINCIPAL AMOUNT OF \$49,000.00

ADDITIONAL TERMS: _____

PURPOSE: The purpose of this loan is CONSUMER: REFINANCE

SIGNATURES: I AGREE TO THE TERMS OF THIS NOTE (INCLUDING THOSE ON PAGE 2). I have received a copy on today's date.

Signature for Lender _____ (Seal)

 (Seal)

 (Seal)

 (Seal)

 (Seal)

GMAC Mortgage

3451 Hammond Ave
P.O. Box 780
Waterloo, IA 50704-0780

EXHIBIT # 2
~~date~~
of default

05/14/08

BETTY L TANGEMAN

104 RIVERSIDE LN

DUNCAN

SC 29334-0000

RE: Account Number 0359064685
Property Address 102 OAK RIDGE CT APT A & B

DUNCAN SC 29334-0000

Dear BETTY L TANGEMAN

Our records indicate the above-referenced mortgage loan is in default.

Your account is due for 04/12/08, and succeeding payments. This is a demand for payment of the total amount due and owing as of the date of this letter, which is as follows:

Payments	\$	929.78
Late Charges	\$	12.00
Fees, Costs, and other amounts accrued		
to date	\$	0.00
Suspense	\$	0.00
Total Amount Due	\$	941.78

You may cure the default by paying the total amount due, indicated above, within thirty (30) days from the date of this letter. ~~You are also responsible for paying any additional~~ payments, fees, and charges that become due during this 30-day period. Payments must be made in certified funds or cashier's check. If funds tendered are not honored for any reason, the default will not be cured. Our acceptance of any funds less than the total amount due shall not constitute a waiver of our rights and/or remedies under the loan documents or applicable law.

(continued on back)

EXHIBIT # 3 issue of
Default date

STATE OF SOUTH CAROLINA

COUNTY OF SPARTANBURG

GMAC Mortgage, LLC,

Plaintiff,

v.

Betty L. Tangeman; Barry D. Mallek; Alice R. Mallek; Donald C. Coggins, Jr.; Delbert R. Tangeman;

Defendant(s).

IN THE COURT OF COMMON PLEAS

DOCKET NO. 2010-CP-42-5847

SUMMONS AND NOTICES
(NON-JURY)
FORECLOSURE OF REAL ESTATE
MORTGAGE
Deficiency Judgment Waived

11-3-10

(008045-03409)

TO THE DEFENDANT(S) ABOVE NAMED:

YOU ARE HEREBY SUMMONED and required to appear and defend by answering the Complaint in this action, of which a copy is herewith served upon you, and to serve a copy of your Answer on the subscribers at their offices, 220 Executive Center Drive, Suite 109, Post Office Box 100200, Columbia, South Carolina 29202, within thirty (30) days after the service hereof, exclusive of the day of such service, except that the United States of America, if named, shall have sixty (60) days to answer after the service hereof, exclusive of the day of such service; and if you fail to do so, judgment by default will be rendered against you for the relief demanded in the Complaint.

YOU WILL ALSO TAKE NOTICE that Plaintiff will move for an order of reference or that the Court may issue a general order of reference of this action to a master in equity/special referee, pursuant to Rule 53, of the South Carolina Rules of Civil Procedure.

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:

Roger Townson & Thomas

RECEIVED
CLERK OF COURT
SPARTANBURG COUNTY
NOV 3 2010
11:00 AM
HOPPER BACKLICKY

LD #446
189 GREENVILLE HWY
LYMAN SC 29365

Oper ID: 723 Quick Collect
03/12/09
452P EDT
MTCN: 142-720-2939

Sender/Remitente: DELBERT TANGEMAN
Receiver/Destinatarario: G M A C MORTGAGE

Code City/Codigo de la ciudad: HOME IA
Account #/Numero de cuenta: ~~XXXXXXXXXX~~
Reference #/Numero de referencia:
Attn/Atencion: DANIELLE #2485

EXHIBIT #4

*102 Oakridge
See Remittance
I want to dis
posed of
Car*

*\$ 2500.00
700.
700.
700.80
777.99
464.89
929.78
\$ 6,850.46 Total of
payments returned
to Tangeman*

Amount/Cantidad: \$ 2500.00
Cargos: \$ 12.99
Servicio: \$ 12.99
Total: \$ 2512.99



Agent Signature /
Firma del Agente

Customer Signature /
Firma del Cliente

IN ADDITION TO THE TRANSFER FEE, WESTERN UNION ALSO MAKES MONEY WHEN IT CHANGES YOUR DOLLARS INTO FOREIGN CURRENCY. PLEASE SEE REVERSE SIDE FOR MORE INFORMATION REGARDING CURRENCY EXCHANGE. IF THE EXCHANGE RATE FOR YOUR TRANSACTION WAS DETERMINED AT THE TIME YOU SENT THE MONEY, THE CURRENCY TO BE PAID OUT AND THE EXCHANGE RATE ARE LISTED ON YOUR RECEIPT. OTHERWISE, THE EXCHANGE RATE WILL BE SET WHEN THE RECEIVER RECEIVES THE FUNDS. CERTAIN TERMS AND CONDITIONS GOVERNING THIS TRANSACTION AND THE SERVICES YOU HAVE SELECTED ARE SET FORTH ON THE REVERSE SIDE. BY SIGNING THIS RECEIPT, YOU ARE AGREEING TO THOSE TERMS AND CONDITIONS.

ADEMÁS DE LOS CARGOS POR EL SERVICIO DE TRANSFERENCIA, WESTERN UNION TAMBIÉN GANA DINERO CUANDO CAMBIA SUS DÓLARES A MONEDA EXTRANJERA. POR FAVOR LEA AL REVERSO MAS INFORMACIÓN SOBRE EL CAMBIO DE MONEDA. SI EL TIPO DE CAMBIO PARA SU TRANSACCION FUE FIJADO EN EL MOMENTO EN EL QUE ENVIO EL DINERO, LA MONEDA EN LA QUE SE HARÁ EL PAGO Y EL TIPO DE CAMBIO SE INDICARAN EN EL RECIBO. DE LO CONTRARIO, EL TIPO DE CAMBIO SE FIJARÁ CUANDO EL DESTINATARIO RECIBA LOS FONDOS. ALGUNOS TERMINOS Y CONDICIONES QUE RIGEN ESTA TRANSACCION Y LOS SERVICIOS QUE USTED HA ELEGIDO SE ESTABLECEN EN LAS AL REVERSO. AL FIRMAR ESTE RECIBO, USTED DECLARA QUE ESTÁ DE ACUERDO CON ESOS TERMINOS Y CONDICIONES.

GMAC Mortgage Account Statement

CUSTOMER INFORMATION

Name: Betty L Tangeman
 Account Number: 0359064685
 Home Phone #: (864)949-8855

PROPERTY ADDRESS

102 OAK RIDGE CT APT A & B
 DUNCAN SC 29334

GMAC Mortgage

Visit us at www.gmacmortgage.com for account information or to apply on-line.

EXHIBIT # 5

03/23/07 08:19 0001032 20090331 IC368101 GMFRB 1 OZ DOM IC36910000* 148316 GM

#BWNHJPY
 #KW04724F89062#



BETTY L TANGEMAN
 104 RIVERSIDE LN
 DUNCAN SC 29334-9505



Customer Care Inquiries: 1-800-766-4622
 Home Financing Needs: 1-866-690-8322

Please verify your mailing address, borrower and co-borrower information. Make necessary corrections on this portion of the statement, detach and mail to address listed for Inquiries on the reverse side.

Account Information

Account Number
 Current Statement Date: March 30, 2009
 Maturity Date: June 12, 2015
 Interest Rate: 9.75000
 Current Principal Balance*: \$38,915.03
 Current Escrow Balance: \$152.00-
 Interest Paid Year-to-Date: \$1,576.41
 Taxes Paid Year-to-Date: \$0.00

Details of Amount Due/Paid

Principal and Interest: \$464.89
 Subsidy/Buydown: \$0.00
 Escrow: \$0.00
 Amount Past Due: \$464.89
 Outstanding Late Charges: \$108.00
 Other: \$2,917.50
 Total Amount Due: \$3,955.28

Account Due Date ⁶⁻¹²⁻¹⁵
 464.89 + 3,464.89 = 3,955.28

March 12, 2009
 8 1/2 months

May - ~~30~~ 12, 2009
 began the default

For questions on the servicing of your account, call 1-800-766-4622.

Account Activity Since Last Statement

BETTY TANGEMAN
 104 RIVERSIDE LN
 DUNCAN, SC 29334

3370
 67-148/532
 BRANCH 431

1-7-08 DATE

PAY TO THE ORDER OF GMAC \$ 464.89

Four hundred sixty four and 89/100 DOLLARS

First Citizens
First Citizens Bank and Trust Company, Inc.

FOR [Signature] Robert Tangeman

3370

Exhibit

6



HIGH PERFORMANCE LAW™

Foreclosure Department
Phone: 803-726-2700
Fax: 803-252-6822
HutchensLawFirm.com

Offices In:
Fayetteville, Charlotte, Wilmington, NC | Columbia, SC

240 Stoneridge Drive, Suite 400
Columbia, SC 29210

P.O. Box 8237
Columbia, SC 29202

May 5, 2017

Betty L Tangeman
104 Riverside Lane
Duncan, SC 29334

Delbert R. Tangeman
104 Riverside Lane
Duncan, SC 29334

Betty L Tangeman
102 Oak Ridge Street
Spartanburg, SC 29306

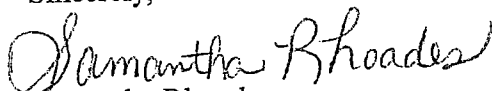
Delbert R. Tangeman
102 Oak Ridge Street
Spartanburg, SC 29306 29681

RE: Wells Fargo Bank, N.A., Trustee for Bear Stearns Asset Backed Securities I Trust
2004-BO1 vs. Betty L Tangeman, et al.
Case No. 2010-CP-42-05847

Dear Mr. and Ms. Tangeman:

Enclosed please find a copy of Memorandum in Support of Plaintiff's Motion for Summary Judgment which I hereby serve upon you by mail. If you have any questions, please do not hesitate to contact our office.

Sincerely,


Samantha Rhoades
Senior Legal Assistant

THIS IS A COMMUNICATION FROM A DEBT COLLECTOR. THE PURPOSE OF THIS COMMUNICATION IS TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE, except as stated below in the instance of bankruptcy protection.

IF YOU ARE UNDER THE PROTECTION OF THE BANKRUPTCY COURT OR HAVE BEEN DISCHARGED AS A RESULT OF A BANKRUPTCY PROCEEDING, THIS NOTICE IS GIVEN TO YOU PURSUANT TO STATUTORY REQUIREMENT AND FOR INFORMATIONAL PURPOSES AND IS NOT INTENDED AS AN ATTEMPT TO COLLECT A DEBT OR AS AN ACT TO COLLECT, ASSESS, OR RECOVER ALL OR ANY PORTION OF THE DEBT FROM YOU PERSONALLY.

Firm Case No.: 1182770 (JFCS.CAE)