

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM AIKEN COUNTY
COURT OF MASTER OF EQUITY

Case No. 2015-CP-02-0578
Appellant Case No. 2018-000798

RECEIVED

JUN 28 2018

SC Court of Appeals

U.S. Bank National Association as Trustee successor in interest
to Bank of America, National Association as Trustee Successor by merger to LaSalle Bank National
Association, as Trustee for Structured Asset Investment Loan Trust Mortgage
Pass Through Certificates Series 2004-03**Respondents**

V.

Anthony J. West and Janet L. West.....**Appellants**

CERTIFICATE OF SERVICE

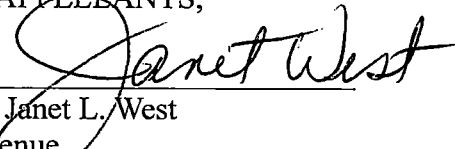
I/We; Anthony J. West and Janet L. West Pro Se Litigants Appellants do hereby certify that we have
served letter dated June 25, 2018 addressed to SC Court of Appeals, Motion to Restrict Respondents
Motion to Dismiss Appeal through US Postal Mailing with sufficient postage to the following:

William P. Stork,; Bar#100242 and Tasha B. Thompson; Bar#76415 of Scott and Corley, P.A. Law
Firm, at 2712 Middleburg Drive, Suite 200 Columbia, S.C. 29204

Nelson Mullins Riley & Scarborough LLP counsel B. Rush Smith SC Bar#012941 Sarah B. Nelson SC
Bar No. 78384 at 1320 Main Street/17th Floor PO Box 11070 (29211-1070) Columbia, S.C. 29201, SC

Master-in-Equity Judge M. Anderson Griffith 4503, 109 Park Avenue, SE, Aiken, S.C. 29801

PRO SE LITIGANTS APPELLANTS,



Anthony J. West and Janet L. West
39 Pride Avenue
Graniteville, S.C. 29829-3905
803-391-8850

Date: June 25, 2018

cc: SC Court of Appeals

Mr. Anthony J. West
& Mrs. Janet L. West
39 Pride Avenue
Graniteville, S.C. 29829-3905
803-391-8850
Pro Se Litigants Appellants

June 25, 2018

The Honorable Jenny Abbott Kitchings
Clerk of Court of The SC Court of Appeals
P.O. Box 11629
Columbia, S.C. 29201

RECEIVED
JUN 28 2018
SC Court of Appeals

RE: US Bank National Association et.al vs. Anthony J. West and Janet L. West
Appellant Case No. 2018-000798

Our File: Response to New Council Nelson Mullins letter dated: June 08, 2018; received June 11, 2018, trail modification supposedly to start June 01, 2018 and of the possibility of settlement, amenable to discussing monetary damages and letter dated June 12, 2018; received June 14, 2018 Motion to Dismiss Appeal.

Dear Ms. Kitchings:

Enclosed please notice true copies of the original letters received from Respondents additional council Nelson, Mullins.

Appellants pray an extension of time to respond an denial of Respondents Motion to Dismiss Appeal dated; June 12, 2018.

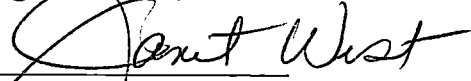
Pursuant Rule Section§14-11-85, Defendants has the right to appeal Master in Equity ruling. As Judge M. Anderson Griffith clearly showed favoritism towards Attorney Raymond Dufour; misrepresentation closing attorney, also allowed plaintiffs/respondents records from The Aiken County Tax office. However, denied Defendants/Appellants tax records, motion for plaintiffs to produce all original documents. Only approving a note. A note clearly states Aames in California, and an Hud Settlement indicating Aames of Florida.

Judge Griffith ignored all amended answers with exhibits filed May 01, 2016. For the record Senior Attorney Vance Bradham, is no longer with Scott and Corley, P.A..

This case shall be heard as a matter of justice and to uncover intentional illegal actions for profit at any cost at the Defendants/Appellants and many SC Carolinian's financial strain, mental state, without conscience. Greed.

Dated: 6-25-18

Respectfully Regards-Justice,



Anthony J. West and Janet L. West
Appellants Pro Se Litigants

cc: Service of Process
Scott and Corley, P.A.
Nelson and Mullins
Judge M. Anderson Griffith



Sarah B. Nielsen
T 803.255.9284 F 803.255.5943
sarah.nielsen@nelsonmullins.com

Rec'd 6/11/18
NELSON MULLINS RILEY & SCARBOROUGH LLP
ATTORNEYS AND COUNSELORS AT LAW

1320 Main Street | 17th Floor
Columbia, SC 29201
T 803.799.2000 F 803.256.7500
nelsonmullins.com

June 8, 2018

Anthony J. West and Janet L. West
39 Pride Ave
Graniteville, SC 29829

RE: U.S. Bank National Association v. Anthony & Janet West
Appellate Case No. 2018-000798
Civil Action No. 2015-CP-02-00578
Our File No. 011281/02614

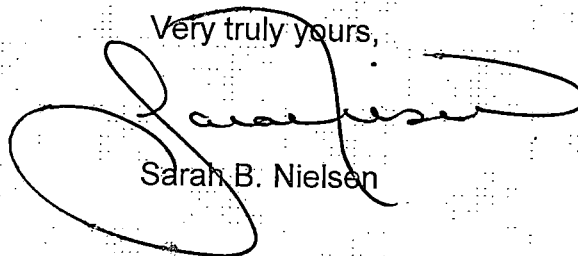
Dear Mr. and Mrs. West:

Our office represents the Respondent in the above-referenced appeal of the Master in Equity's order dated March 26, 2018. Our client asked us to provide you with a copy of the enclosed trial period payment plan.

If you are interested in accepting the trial period payment plan, please sign and date the enclosed plan and return the original to Chase Fulfillment Services, 999 Tech Row, Suite 200, MS: CMPSWAT FLEX MOD TRIAL SC 01, Madison Heights, MI 48071, and submit the three payments as outlined therein. Also, if you accept the trial period payment plan, please let me know by writing to the above-listed address.

Finally, if you would like to discuss the possibility of settlement, our client is amenable to discussing a monetary payment to you in exchange for dismissal of the appeal and entry into a written settlement agreement with a full release. Please let me know if you are interested in discussing this option for settlement.

Very truly yours,



Sarah B. Nielsen

SBN:sn
Enclosure



Chase
PO Box 469030
Glendale, CO 80246-9030

APRIL 20, 2018

ANTHONY J WEST AND JANET L WEST
39 PRIDE AVE
GRANITEVILLE, SOUTH CAROLINA 29829

Make your payments more affordable

Account: 17149956
Property Address: 39 PRIDE AVE
GRANITEVILLE, SOUTH CAROLINA 29829

Dear ANTHONY J WEST AND JANET L WEST:

You are eligible for a modification. You're required to make the trial period payments shown below. If you make all of your trial payments on time and follow the terms of the plan, we'll modify your loan.

Trial Period Payment Plan Schedule

1st payment: \$578.50 by 06/01/2018
2nd payment: \$578.50 by 07/01/2018
3rd payment: \$578.50 by 08/01/2018

If we don't receive each payment by the due date shown, you'll no longer be eligible for a modification and your loan will not be modified.

During the trial period, the terms of your existing note and all mortgage requirements remain in effect and unchanged, except for your monthly mortgage payment amount.

Your next steps

1. To accept this offer, call or write to us, sign, date and return a copy of this letter to us, and make the first monthly trial period payment on time. To qualify for a permanent modification, you must make the trial period payments instead of your normal monthly mortgage payments.
2. Read the enclosed "Frequently Asked Questions" and "Additional Trial Period Plan Information and Legal Notices."
3. **Make each trial period payment by the dates shown above. If you miss a payment or do not fulfill any other terms of your trial period, we'll cancel this offer and your mortgage loan will not be modified.**



4. When you complete the trial period, we'll send you two final modification agreements. Sign both of the agreements and return them to us. Please make a copy of the final modification agreement for your records. When we receive the signed agreements, your mortgage will be permanently modified.

Accepting this Trial Period Plan may have a negative impact on your credit rating. See the attached Frequently Asked Questions section for more information.

If you have questions, if you can't afford the trial period payments shown above but want to remain in the property, or if you have decided to leave the property and want to avoid foreclosure, please call us. We're here to help Monday through Friday from 8 a.m. to 10 p.m. Eastern Time.

Sincerely,

FRANK REED
Relationship Manager
Chase
1-877-496-3138
1-800-582-0542 TTY
1-866-282-5682 Fax; it's free from any Chase branch

Enclosed:

- Frequently Asked Questions
- Additional Trial Period Plan Information and Legal Notices
- Payment Coupons
- Overnight shipping label
- Overnight shipping envelope

Esta comunicación contiene información importante acerca de la cuenta. Si tiene alguna pregunta o necesita ayuda para traducirla, comuníquese con nosotros llamando al 1-877-496-3138, de lunes a viernes de 8 a.m. a 10 p.m., hora del Este.

Important Legal Information

We are a debt collector

This communication is an attempt to collect a debt and any information obtained will be used for that purpose. However, to the extent your original obligation was discharged or is subject to an automatic stay of bankruptcy under Title 11 of the United States Code, this notice is for compliance with non-bankruptcy law and/or informational purposes only and does not constitute an attempt to collect a debt or to impose personal liability for such obligation. Nothing in this letter (including our use of the words "your," "loan," "mortgage," or "account") means that you're required to repay a debt that's been discharged. Any payment you make on the account is voluntary, but we may still have rights under the security instrument, including the right to foreclose on the property.

If you are represented by an attorney, please refer this letter to your attorney and provide us with the attorney's name, address, and telephone number.



Information for Servicemembers and their dependents

If you or any occupant of your home are or recently were on active Military duty or related active service, you may be eligible for benefits and protections under the federal Servicemembers Civil Relief Act (SCRA), state law, or Chase policy. This includes protection from foreclosure or eviction, and in some cases, interest rate benefits. Some protections also may be available if you are the dependent of an eligible Servicemember. Although Servicemember interest rate benefits under the Servicemembers Civil Relief Act don't allow you to defer payments, California law allows for a six-month deferral if certain conditions are met.

For more information, please call Chase Military Services at 1-877-469-0110.



Trial Period Plan Acceptance Form

Please sign and date below, and return the signed letter using the enclosed prepaid overnight shipping label and envelope. Make a copy for your records. The address for the return label is also shown below.

Chase Fulfillment Services
999 Tech Row, Suite 200
MS: CMPSWAT FLEX MOD TRIAL SC 01
Madison Heights, MI 48071

Signature of Borrower(s)

X _____
Borrower - **ANTHONY J WEST**

Date: ____/____/____

X _____
Borrower - **JANET L WEST**

Date: ____/____/____



To Be Signed By Lender Only

LENDER

JPMorgan Chase Bank, N.A.

By: _____

Date: _____



Frequently Asked Questions

- 1. What is a mortgage modification?**
A mortgage modification permanently changes the terms of your loan, and may help make your payments more affordable. You have an opportunity to modify your loan as long as you successfully complete all of the terms of the trial period.
- 2. Why are you offering me this option?**
We want to work with you to determine a long-term solution to avoid foreclosure. That's why we're offering you the opportunity to permanently modify your mortgage. Our goal is to help make your mortgage more affordable and, most importantly, help you keep your property and avoid foreclosure.
- 3. What are the benefits of a mortgage modification?**
A mortgage modification offers you a long-term solution to make your mortgage more affordable.
- 4. Is there a trial period I have to complete?**
Yes. You'll be required to complete a trial period before entering into a permanent modification agreement. We won't permanently modify your loan until you meet all of the terms of the trial period and enter into a modification agreement. If applicable, you must also have a flood insurance policy and coverage amount that meets our requirements.
- 5. Why is there a trial period?**
The trial period may offer you immediate payment relief and gives you time to make sure you can afford your new monthly mortgage payment. Please remember that this is only a temporary Trial Period Plan. Your existing loan and loan requirements stay the same during the trial period.
- 6. How much are my Trial Period Plan payments and when are they due?**
Your payment amount and due date during the trial period are listed on the cover letter of this package and on the enclosed trial payment coupons.
- 7. What happens if I can't afford the new payments?**
If you don't make the specified trial period payments in full in the month they are due, you won't qualify for a permanent modification and won't be allowed to enter into a permanent Modification Agreement.
- 8. What happens if I misstate or misrepresent my information/documentation?**
If we find any errors or inconsistencies in connection with any of the documents you submitted to demonstrate your status, the Trial Period Plan and any Modification Agreement may be canceled and we may pursue foreclosure proceedings unless any protections apply. Additionally, knowingly submitting false information may violate federal law.
- 9. What else should I know about this offer?**

 - If you make your new payments on time and fulfill all the requirements of the agreement, we won't proceed to foreclosure sale during the Trial Period.
 - You won't be charged any fees for this Trial Period Plan or final modification, but if the modification extends the term of your mortgage, you may pay additional interest over the life of the loan.
 - If your loan is modified, we'll waive all unpaid late charges.



10. Your credit score may be adversely affected by accepting this Trial Period Plan.

During the trial period, we'll report your loan payment status to the consumer reporting agencies. If your loan wasn't up to date when you entered the Trial Period Plan, we'll continue to report your loan as past due, even if you're making your trial payments on time. If your loan was up to date when you entered the trial period, and you make each trial period payment on time, we will report your loan as current, paying under a partial payment agreement.

Once the modification is complete, we'll report the modification to the consumer reporting agencies as modified under a federal government plan or loan modified based on the modification type, and we'll report your loan as current if the full payments are received within 0 to 29 days of the due date.

Completing a modification will not change previous negative reporting. The impact of a permanent modification on a credit score depends on the homeowner's entire credit profile. For more information about your credit score, go to consumer.ftc.gov and click the "Money & Credit" tab, then "Credit and Loans," and then "How Credit Scores Affect the Price of Credit and Insurance."

11. How was my new payment in the trial period determined?

Your trial period payment is based upon a variety of factors including the current value of your property, the unpaid loan balance and any amounts past due. In addition, if your existing payment includes mortgage insurance premiums, this amount will also be added to your payment during the trial period and after your loan is modified. The modified payment should be enough to pay the principal and interest, as well as property taxes, insurance premiums and other permissible escrow fees based on our recent analysis of these costs. Your modified monthly payment may change if your property taxes and insurance premiums change, as permitted by law. If you did not have an escrow account before, you'll be required to establish an escrow account for the payment of such escrow amounts.

We projected a shortage of **\$916.91** in your escrow account when we approved your Trial Period Plan because of the timing of your tax and insurance payments. We calculated this amount to be repaid over a 5-year (60-month) period and have included it in the monthly escrow payment above.

However, we may have made additional tax and insurance payments from your escrow account during your trial period. We'll spread the repayment of any amount not included in the capitalized principal balance over a 5-year period as determined by the escrow analysis we'll perform after the modification is complete. This additional escrow advance accrual may increase your total monthly mortgage payment. **If you want to pay the total advance now in a lump sum, please call us. Repaying this amount now will reduce your new monthly mortgage payment.**

12. When will I know if my loan can be modified permanently and how will the modified loan balance be determined?

If you make all of your trial period payments on time and continue to meet all program requirements, we'll send you a Modification Agreement with the terms of the modified loan. The Modification Agreement will become effective when you and we have signed it. Any difference between the amount of the trial period payments and your regular mortgage payments will be added to the balance of your loan with any other past-due amounts as permitted by your loan documents. While this will increase the total balance on the loan, it should not significantly change the amount of your modified mortgage payment.



Additional Trial Period Plan Information and Legal Notices

The terms of this offer are accepted and the terms of your Trial Period Plan are effective on the day you make your first trial period payment, provided you have paid it on or before June 01, 2018. By accepting this offer, you and we agree that:

You certify that any information you may have previously provided, for example, about your status and hardship, is still true and correct. If there have been any changes in the information you provided, you must call us at 1-877-496-3138 to discuss whether the changes may affect your Trial Period Plan.

- Any pending foreclosure action or proceeding that has been suspended may be immediately resumed if: (1) you don't accept this offer by May 04, 2018, (2) you don't make your first Trial Period Plan payment by June 01, 2018, (3) you don't make all other Trial Period Plan payments by the dates listed in the Trial Period Payment Plan Schedule or (4) you don't meet any of the other terms of the trial plan, including having the required amount of flood insurance coverage on the property. In the event of (1), (2), (3) or (4), you won't qualify for a permanent modification. No new notice of intent to accelerate, acceleration warning or similar notice will be sent to you before continuing with the foreclosure action to the extent permitted by applicable law.

To remain eligible for this loan modification, send us only the Trial Period Plan payment by the due date.

- If we receive more than the trial payment amount, your loan may not qualify for the program under the investor/insurer guidelines.

To complete your modification, we need clear title to your property.

- This means that you have ownership of the property and there are no other liens against the property or payments owed that would cause our lien to no longer be fully enforceable or to lose its first lien position. We'll also need to confirm the marital status of each person named on the title.

During the trial period, we may accept and post your Trial Period Plan payments to your account and it won't affect any foreclosure proceedings that have already started.

- You agree that we may hold the Trial Period Plan payments in an account until there's enough to pay each of your contractual monthly payment obligations. You also agree that we won't pay you interest on the amount held in the account. Any amount remaining at the end of the trial period will be applied to any outstanding amount due at the end of the trial period, which will reduce the amount added to the principal balance of your modified loan.
- Our acceptance and posting of your new payment during the trial period will not be deemed a waiver of the acceleration of your loan or foreclosure action and related activities, and shall not constitute a cure of your default under your loan unless the payments are enough to completely cure your entire default under your loan.

If your monthly payment did not include an escrow amount for taxes and insurance, you are now required to establish an escrow account for these items.

- Any previous agreement to remove an escrow account for your loan to let you directly pay your taxes, insurance, or both will be canceled. You agree to pay the required escrow amounts into that account.



Your current loan documents remain in effect; however, you may make the trial period payments instead of the payments required under your loan documents.

- You agree that all terms and provisions of your current mortgage note and mortgage security instrument remain in full force and effect and you will comply with those terms; and that nothing in the Trial Period Plan shall be understood or construed to be a satisfaction or release in whole or in part of the obligations contained in the loan documents.

We'll rescind the offer for a Trial Period Plan if we find an error.

- You agree that if we find an error in the terms of the Trial Period Plan or in our determination of your eligibility after we send you the Trial Period Plan Notice, the Trial Period Plan will be void and of no legal effect once we let you know about the error. You understand that we'll provide a corrected Trial Period Plan only if we determine that you're still eligible for a loan modification after we correct the error.



Please use the temporary coupons below during your trial modification period and be sure to include your loan number on your check. If you have already remitted some payments or have set up electronic payments for future payments under the trial plan, please disregard these temporary coupon(s) for those months.

If you prefer to make your payment by phone, or have any questions about these temporary coupons, please call us at **(800) 548-7912**. During your trial modification period, we are waiving any telephone payment fees and can schedule your payments in advance to help make it easier to keep your trial plan current. If you have submitted two or more NSF checks within the past six months, certified funds are required for your trial plan payments.

Additionally, you may not receive statements during the trial modification months. Normal billing statements reflecting the modified terms will resume once your permanent modification is effective.

Trial Period Payment #3

ANTHONY J WEST AND JANET L WEST

Loan Number: 17149956
Payment Due: \$578.50
Due Date: AUGUST 01, 2018

**CHASE PAYMENT PROCESSING
P.O. BOX 78420
PHOENIX, AZ 85062-8420**

For customers who have received a discharge in bankruptcy, or who are subject to the protections of an automatic stay in a bankruptcy proceeding, this notice is for information only and is not a demand for payment.



Cut Here -----

For customers who have received a discharge in bankruptcy, or who are subject to the protections of an automatic stay in a bankruptcy proceeding, this notice is for information only and is not a demand for payment.

DO NOT SEND CASH

Trial Period Payment #2

ANTHONY J WEST AND JANET L WEST

Loan Number: 17149956
Payment Due: \$578.50
Due Date: JULY 01, 2018

**CHASE PAYMENT PROCESSING
P.O. BOX 78420
PHOENIX, AZ 85062-8420**



Cut Here

For customers who have received a discharge in bankruptcy, or who are subject to the protections of an automatic stay in a bankruptcy proceeding, this notice is for information only and is not a demand for payment.

DO NOT SEND CASH

Trial Period Payment #1

ANTHONY J WEST AND JANET L WEST

Loan Number: **17149956**
Payment Due: **\$578.50**
Due Date: **JUNE 01, 2018**

**CHASE PAYMENT PROCESSING
P.O. BOX 78420
PHOENIX, AZ 85062-8420**

ORIGIN ID:HAIA (303) 226-8101
CHASE FULFILLMENT SERVICES
CHASE FULFILLMENT SERVICES
710 SOUTH ASH STREET, SUITE 200
MS. CMPSWAT FLEX MOD TRIAL SC 01
GLENDALE, CO 80246
UNITED STATES US

SHIP DATE: 20APR18
ACTWGT: 1.00 LB
CAD: 102353449/WSX13100

BILL THIRD PARTY

TO ANTHONY J WEST

39 PRIDE AVE

GRANITEVILLE SC 29829

(706) 823-6235

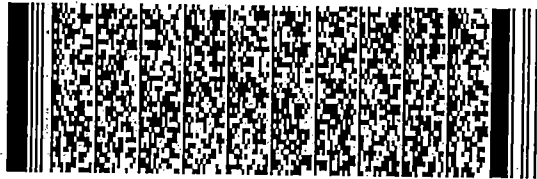
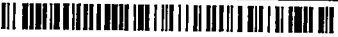
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INV:

PO:

DEPT:

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FedEx
Express



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TRK#

0201

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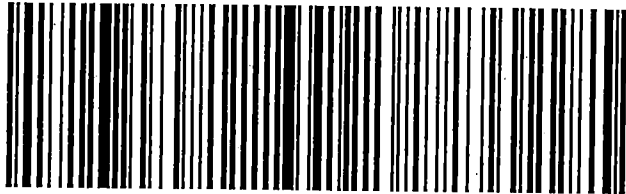
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STANDARD OVERNIGHT

RES

29829

XH AGSA

SC-US CAE



ORIGIN ID:TADA (303) 226-8101
CHASE FULFILLMENT SERVICES
CHASE FULFILLMENT SERVICES
710 SOUTH ASH STREET, SUITE 200
MS: CMPSWAT FLEX MOD TRIAL SC 01
GLENDALE, CO 80246
UNITED STATES US

SHIP DATE: 20APR18
ACTWGT: 1.00 LB
CAD: 102353449/WSX13100

TO CHASE FULFILLMENT SERVICES
CHASE FULFILLMENT SERVICES
999 TECH ROW, SUITE 200
MS: CMPSWAT FLEX MOD TRIAL SC 01
MADISON HEIGHTS MI 48071

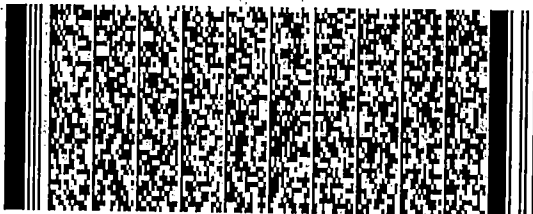
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(303) 226-8101
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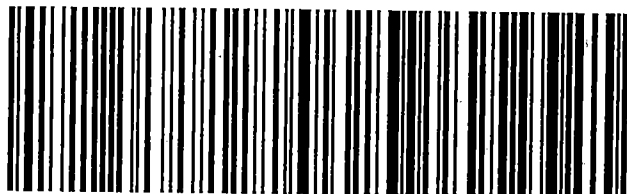
REL#
3785346

RETURNS MON-FRI
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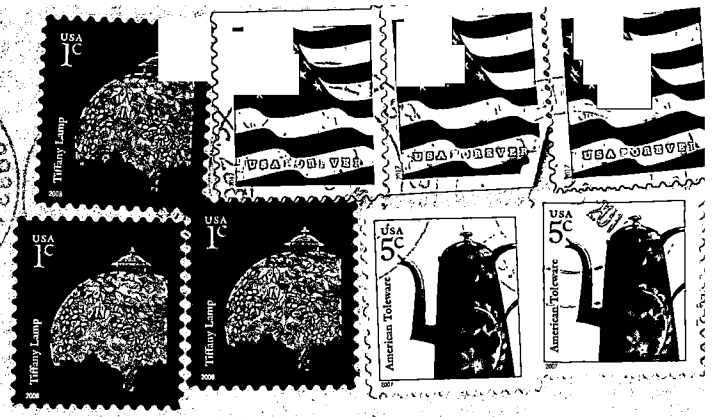
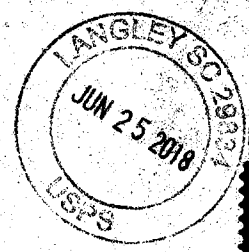
TRK#
0221 7954 6927 2394

48071

MI-US



WEST
777 Pride Ave.
Charlottesville, S.C. 29829



RECEIVED

JUN 28 2018

SC Court of Appeals

S.C. Court of Appeals
P.O. Box 11629
Columbia, SC 29211