

88617

THE STATE OF SOUTH CAROLINA

In the Court of Appeals

APPEAL FROM SPARTANBURG COUNTY

Court of Common Pleas

The Honorable Gordon G. Cooper

Master in Equity

Appellate Case No. 2017-002200

Circuit Court Case No. 2010-CP-42-05847

RECEIVED

OCT 04 2018

SC Court of Appeals

**Wells Fargo Bank, N.A. as Trustee
for Bear Stearns Asset Backed
Securities I Trust 2004-BO1**

Respondent

v.

**Betty L. Tangeman, Barry D. Mallek, Alice R. Mallek,
Donald Coggins, and Jr Delbert R. Tangeman**

Defendants

of whom

Delbert R. Tangeman is the

Appellant

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

Respondent Wells Fargo Bank, N.A. as Trustee for Bear Stearns Asset Backed Securities I Trust 2004-BO1 (“Wells Fargo”), through undersigned counsel, hereby seeks leave to supplement the Record on Appeal and states as follows:

1. Following a request for an extension of time, which this Court granted, Appellant filed his Initial Reply Brief on July 17, 2018.

2. Following another request for an extension of time, which this Court granted, Appellant’s deadline to serve the Record on Appeal was October 1, 2018.

3. On September 27, 2018, Appellant filed a document titled “Appellant’s Record on Appeal.”

4. On September 27, 2018, Appellant also filed a separate certificate of service, attesting to the fact that Appellant – on September 27, 2018 – served the Record on Appeal on Respondent on October 1, 2018. As of the date of this filing, Respondent has not received a copy of “Appellant’s Record on Appeal” and is aware of its filing only by monitoring the electronic docket in this case.

5. The Record on Appeal that Appellant filed 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.

6. 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. November 3, 2010 Complaint;
- b. May 11, 2017 Master’s Order and Judgment of Foreclosure and Sale;
- c. May 11, 2017 Notice of Sale;

- d. June 15, 2017 Appellant's Motion to Reconsider and Open the Case;
- e. June 23, 2017 Deed (Public Sale) (Recorded July 20, 2017);
- f. August 28, 2017 Appellant's Initial Brief (Case No. 2017-001799);
- g. September 15, 2017 Appellant's Notice of Appeal (Case No. 2017-001799); and
- h. September 19, 2017 Order Dismissing Appeal (Case No. 2017-001799);

7. 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.

8. 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.

9. 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.

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

11. 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.

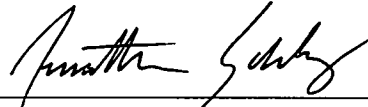
12. It is Respondent's understanding that this motion will toll the deadline for submitting Final Briefs to the Court under SCACR 211. Accordingly, Respondent does not intend to file a Final Brief within 20 days of service of the incomplete Record on Appeal that Appellant

filed. Instead, Respondent will await further order of this Court. Respondent expressly requests that the Court include, in any order on this Motion, specific instructions regarding the deadline for filing Final Briefs.

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 (or simply serve in the first instance) the Record on Appeal, to include all of the documents and materials designated by Respondent for inclusion, with consecutive pagination to enable the parties to input that pagination into their Final Briefs;
- c. That the Court require Appellant to re-file the Record on Appeal 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 (pursuant to this Court's very own rules);
- e. That the Court issue an order expressly clarifying the deadline to file Final Briefs in light of its order on this Motion; and
- f. That the Court issue such other and further relief as it deems appropriate.

This the 3rd day of October, 2018.



Michael C. Griffin (SC Bar No. 72868)
Jonathan E. Schulz (SC Bar No. 79850)
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Hutchens Law Firm
P.O. Box 8237
Columbia, SC 29202

*Attorneys for Respondent Wells Fargo Bank, N.A. as
Trustee for Bear Stearns Asset Backed Securities I
Trust 2004-BO1*

Exhibit A

STATE OF SOUTH CAROLINA

COUNTY OF SPARTANBURG

GMAC Mortgage, LLC,

IN THE COURT OF COMMON PLEAS

CIVIL ACTION COVERSHEET

Plaintiff(s)

vs.

Defendant(s)

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

Submitted By: Samuel C. Waters (SC Bar #5958), Cheryl H. Fisher (SC Bar #15213), Reginald P. Corley (SC Bar #69453), Jennifer W. Rubin (SC Bar #16727), Ellie C. Floyd (SC Bar #68635), Michael P. Morris (SC Bar #73560), Eve Moredock Stacey (SC Bar #5300), Mary R. Powers (SC Bar #16534), Robert P. Davis (SC Bar #74030), William S. Koehler (SC Bar #74935), Shawn R. Willis (SC Bar #71155), Kevin T. Hardy (SC Bar #76015), Benjamin J. Powell (SC Bar #77205), John P. Fetter (SC Bar #77460), Kelsey K. Brockbank (SC Bar #77519)
Attorneys for the Plaintiff
008045-03409

Rogers Townsend & Thomas, PC
220 Executive Center Drive, Suite 109
Post Office Box 100200
Columbia, SC 29202
(803) 744-4444
(803) 343-7013 - Fax
info@rtt-law.com

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

DOCKETING INFORMATION (Check all that apply)

*If Action is Judgment/Settlement do not complete

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

NATURE OF ACTION (Check One Box Below)

Contracts

- ☐ Construction (100)
☐ Debt Collection (110)
☐ Employment (120)
☐ General (130)
☐ Breach of Contract (140)
☐ Other (199)

Torts - Professional Malpractice

- ☐ Dental Malpractice (200)
☐ Legal Malpractice (210)
☐ Medical Malpractice (220)
Previous Notice of Intent Case #
20__CP-_____
☐ Notice/File Med Mal (230)
☐ Other (229)

Torts - Personal Injury

- ☐ Assault/Slander/Libel (300)
☐ Conversion (310)
☐ Motor Vehicle Accident (320)
☐ Premises Liability (330)
☐ Products Liability (340)
☐ Personal Injury (350)
☐ Wrongful Death (360)
☐ Other (399)

- ☐ Claim & Delivery (400)
☐ Condemnation (410)
☒ Foreclosure (420)
☐ Mechanic's Lien (430)
☐ Partition (440)
☐ Possession (450)
☐ Building Code Violation (460)
☐ Other (499)

Inmate Petitions

- ☐ PCR (500)
☐ Mandamus (520)
☐ Habeas Corpus (530)
☐ Other (599)

Judgments/Settlements

- ☐ Death Settlement (700)
☐ Foreign Judgment (710)
☐ Magistrate's Judgment (720)
☐ Minor Settlement (730)
☐ Transcript Judgment (740)
☐ Lis Pendens (750)
☐ Transfer of Structured
Settlement Payment Rights
Application (760)
☐ Other (799)

Administrative Law/Relief

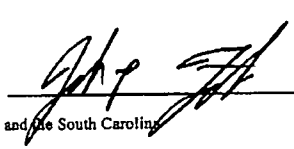
- ☐ Reinstatement Driver's License (800)
☐ Judicial Review (810)
☐ Relief (820)
☐ Permanent Injunction (830)
☐ Forfeiture Petition (840)
☐ Forfeiture-Consent Order (850)
☐ Other (899)

Appeals

- ☐ Arbitration (900)
☐ Magistrate-Civil (910)
☐ Magistrate-Criminal (920)
☐ Municipal (930)
☐ Probate Court (940)
☐ SCDOT (950)
☐ Worker's Comp (960)
☐ Zoning Board (970)
☐ Public Service Commission (990)
☐ Employment Security Commission (991)
☐ Other (999)

Special/Complex/Other

- ☐ Environmental (600)
☐ Automobile Arb. (610)
☐ Medical (620)
☐ Other (699)
☐ Pharmaceuticals (630)
☐ Unfair Trade Practices (640)
☐ Out-of-State Deposition (650)
☐ Motion to Quash Subpoena in
An Out-of-County Action (660)
☐ Sexual Predator (510)

Submitting Party Signature: 

Date: 11/2/2010

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

FOR MANDATED ADR COUNTIES ONLY

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

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

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

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

FILED
CLERK OF COURT
SOUTH CAROLINA
2010 NOV -3 AM 1:23
M. HOPE BLACKLEY

008045-03409

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

STATE OF SOUTH CAROLINA

SPARTANBURG COUNTY

GMAC Mortgage, LLC,
Plaintiff

vs.

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

IN THE CIRCUIT COURT FOR THE
SEVENTH
JUDICIAL CIRCUIT

2010-03409-2-5847

CERTIFICATE OF EXEMPTION
FROM ADR

DOCKET NO.

I certify that this action is exempt from ADR because:

- ☐ this is a special proceeding or action seeking extraordinary relief such as mandamus, habeas corpus of prohibition;
- ☐ this action is appellate in nature;
- ☐ this is a post-conviction relief matter;
- ☐ this is a contempt of court proceeding;
- ☐ this is forfeiture proceeding brought by the State;
- ☒ this is a case involving a mortgage foreclosure; or
- ☐ the parties submitted the case to voluntary mediation with a certified mediator prior to the filing of this action.

Plaintiff/Attorney(s) for Plaintiff(s)

Samuel C. Waters (SC Bar #5958), Cheryl H. Fisher (SC Bar #15213), Reginald P. Corley (SC Bar #69453), Jennifer W. Rubin (SC Bar #16727), Ellie C. Floyd (SC Bar # 68635), Michael P. Morris (SC Bar #73560), Eve Moredock Stacey (SC Bar # 5300), Mary R. Powers (SC Bar# 16534), Robert P. Davis (SC Bar # 74030), William S. Koehler (SC Bar# 74935), Shawn R. Willis (SC Bar # 71155), Kevin T. Hardy (SC Bar #76015), Benjamin J. Powell (SC Bar #77205), John P. Fetter (SC Bar # 77460), Kelsey K. Brockbank (SC Bar # 77519)

Rogers Townsend & Thomas, PC
220 Executive Center Drive, Suite 109
Post Office Box 100200
Columbia, SC 29202
(803) 744-4444

Defendant/Attorney(s) for Defendant(s)

B. HOPE BLACKLEY

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FILED
CLERK OF COURT
SPARTANBURG COUNTY

Date: November 2, 2010

008045-03409

SCCA / 234 (01/2010)

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.

5847

LIS PENDENS

Deficiency Judgment Waived

2010 RP-42-2082

(008045-03409)

NOTICE IS HEREBY GIVEN THAT an action has been or will be commenced in this Court upon complaint of the above-named Plaintiff against the above-named Defendant(s) for the foreclosure of a certain mortgage of real estate given by Delbert R. Tangeman and Betty L. Tangeman to Bank One, NA dated September 12, 2000, and recorded in the Office of the RMC/ROD for Spartanburg County on September 14, 2000, in Mortgage Book 2382 at Page 703. Subsequently, this Mortgage was assigned unto GMAC Mortgage, LLC by assignment dated February 16, 2009 and recorded February 16, 2009 in Book 4189 at Page 731.

The premises covered and affected by the said mortgage and by the foreclosure thereof were, at the time of the making thereof and at the time of the filing of this notice, described as follows:

All that certain piece, parcel or lot of land, with all improvements thereon, situate and being in the County of Spartanburg, State of South Carolina, being shown and designated as 0.275 acre, more or less, on plat prepared for Betty L. Tangeman by S. W. Donald Land Surveying, dated September 6, 2000, reference being hereby specifically made to said plat of survey in aid of description.

This being a portion of the property conveyed to Delbert R. Tangeman and Betty L. Tangeman by Deed of Robert C. Mays, III and Mildred L. Mays, dated August 20, 1968 and recorded August 21, 1968 in Book 34-Z at Page 68; subsequently, Betty L. Tangeman and Delbert R. Tangeman conveyed the subject property unto Betty L. Tangeman and Delbert R. Tangeman, as joint tenants with the right of survivorship, by Deed dated January 25, 2008 and recorded January 29, 2008 in Book 90-N at Page 821, in the Office of the Register of Deeds for Spartanburg County.

FILED
CLERK OF COURT
SPARTANBURG COUNTY
NOV - 30 AM 12:21
HOPE BRACKLEY

Property Address: 102 Oak Ridge Ct Apt A & B
Duncan, SC 29334

TMS# 7 15-08 262.01

Rogers Townsend & Thomas, PC
ATTORNEYS FOR PLAINTIFF

Samuel C. Waters (SC Bar #5958)	Cheryl H. Fisher (SC Bar #15213)
Reginald P. Corley (SC Bar #69453)	Jennifer W. Rubin (SC Bar #16727)
Ellie C. Floyd (SC Bar #68635)	Michael P. Morris (SC Bar #73560)
Eve Moredock Stacey (SC Bar #5300)	Mary R. Powers (SC Bar #16534)
Robert P. Davis (SC Bar #74030)	William S. Koehler (SC Bar #74935)
Shawn R. Willis (SC Bar #71155)	Kevin T. Hardy (SC Bar #76015)
Benjamin J. Powell (SC Bar #77205)	John P. Petner (SC Bar #77460) ✓
Kelsey K. Brockbank (SC Bar #77519)	Vance L. Brabham, III (SC Bar #71250)
220 Executive Center Drive	Post Office Box 100200 (29202)
Columbia, SC 29210	(803) 744-4444

Columbia, South Carolina
November 2, 2010

FILED
CLERK OF COURT
SPARTANBURG COUNTY
2010 NOV -3 AM 1:23
M. HOPE BLACKLEY

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).

(008045-03409)

IN THE COURT OF COMMON PLEAS

DOCKET NO. 2018-03409-3

5847

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

TO THE DEFENDANT(S) ABOVE NAMED:

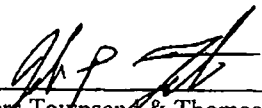
YOU ARE HEREBY SUMMONED and required to appear and defend by answering the Complaint in this action, of which a copy is herewith served upon you, and to serve a copy of your Answer on the subscribers at their offices, 220 Executive Center Drive, Suite 109, Post Office Box 100200, Columbia, South Carolina 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:

2018 NOV 3 AM 10:30
CLERK OF COURT
SPARTANBURG COUNTY
M. HOEHLER
CLERK

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 GMAC Mortgage, LLC.



Rogers Townsend & Thomas, PC
ATTORNEYS FOR PLAINTIFF

Samuel C. Waters (SC Bar #5958)
Reginald P. Corley (SC Bar #69453)
Ellie C. Floyd (SC Bar #68635)
Eve Moredock Stacey (SC Bar #5300)
Robert P. Davis (SC Bar #74030)
Shawn R. Willis (SC Bar #71155)
Benjamin J. Powell (SC Bar #77205)
Kelsey K. Brockbank (SC Bar #77519)
220 Executive Center Drive
Columbia, SC 29210

Cheryl H. Fisher (SC Bar #15213)
Jennifer W. Rubin (SC Bar #16727)
Michael P. Morris (SC Bar #73560)
Mary R. Powers (SC Bar #16534)
William S. Koehler (SC Bar #74935)
Kevin T. Hardy (SC Bar #76015)
John P. Fetner (SC Bar #77460) ✓
Vance L. Brabham, III (SC Bar #71250)
Post Office Box 100200 (29202)
(803) 744-4444

Columbia, South Carolina
November 2, 2010

FILED
CLERK OF COURT
- EASTERN DISTRICT OF SOUTH CAROLINA -
2010 NOV -3 AM 1:23
M. HOPE BLACKLEY

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. 2008-03-5847

COMPLAINT

(NON-JURY)

FORECLOSURE OF REAL ESTATE
MORTGAGE
Deficiency Judgment Waived

(008045-03409)

Plaintiff alleges:

1. This is an action for the foreclosure of a mortgage upon certain real estate in Spartanburg County, South Carolina.

2. Pursuant to S.C. Code Section 33-15-101, Plaintiff is a corporation or other legal entity doing business in the State of South Carolina.

3. Plaintiff has the legal right to enforce the negotiable instrument secured by Mortgage and is the real party in interest as defined by Rule 17(a) of the South Carolina Rules of Civil Procedure.

4. The Plaintiff's servicing agent for the mortgage loan described in this foreclosure action is participating in the Home Affordable Modification Program ("HMP"), but the subject loan is not eligible for modification because the property is not owner occupied.

5. Some lien on or interest in the real estate, the subject of this action, may be claimed by the Defendant(s) herein.

6. The Defendant(s) herein described as judgment creditors have by filing said judgments designated their attorney entering the judgment as their agent for service of process under the provisions of South Carolina Code Section 15-35-840.

7. Heretofore, on or about September 12, 2000, Betty L. Tangeman made, executed and delivered a certain Fixed Rate Note ("Note") in the principal sum of \$49,000.00, payable in monthly

FILED
CLERK OF COURT
SPARTANBURG COUNTY
2010 NOV 23 AM 11:28
M. HOPE BLACKLEY

installments.

8. In order to secure the payment of the Note according to the terms and conditions thereof, Delbert R. Tangeman and Betty L. Tangeman made, executed and delivered unto Bank One, NA a certain real estate mortgage ("Mortgage") covering the following described property and any and all improvements to the property, including but not limited to a mobile/manufactured home:

All that certain piece, parcel or lot of land, with all improvements thereon, situate and being in the County of Spartanburg, State of South Carolina, being shown and designated as 0.275 acre, more or less, on plat prepared for Betty L. Tangeman by S. W. Donald Land Surveying, dated September 6, 2000, reference being hereby specifically made to said plat of survey in aid of description.

This being a portion of the property conveyed to Delbert R. Tangeman and Betty L. Tangeman by Deed of Robert C. Mays, III and Mildred L. Mays, dated August 20, 1968 and recorded August 21, 1968 in Book 34-Z at Page 68; subsequently, Betty L. Tangeman and Delbert R. Tangeman conveyed the subject property unto Betty L. Tangeman and Delbert R. Tangeman, as joint tenants with the right of survivorship, by Deed dated January 25, 2008 and recorded January 29, 2008 in Book 90-N at Page 821, in the Office of the Register of Deeds for Spartanburg County.

Property Address: 102 Oak Ridge Ct Apt A & B
Duncan, SC 29334

TMS# 7 15-08 262.01

9. The Mortgage was signed, witnessed and probated September 12, 2000; thereafter the Mortgage was recorded in the Office of the RMC/ROD for Spartanburg County on September 14, 2000, in Mortgage Book 2382 at Page 703. Subsequently, this Mortgage was assigned unto GMAC Mortgage, LLC by assignment dated February 16, 2009 and recorded February 27, 2009 in Book 4189 at Page 734.

10. The Mortgage evidences and secures the repayment of money advanced Plaintiff or its predecessor in interest to, or on behalf of, the mortgagor(s) and constitutes a first lien on the mortgaged premises.

11. Any notice required by the terms of the Note and Mortgage or by state or Federal laws has been given to the applicable Defendant(s).

12. Subsequently, Betty L. Tangeman and Delbert R. Tangeman conveyed the subject property unto Betty L. Tangeman and Delbert R. Tangeman, as joint tenants with the right of survivorship, by Deed dated January 25, 2008 and recorded January 29, 2008 in Book 90-N at Page 821, in the Office of the Register of Deeds for Spartanburg County..

13. After all payments received by the Plaintiff have been credited to the subject loan, the loan is in default and due for July 12, 2010, and the conditions of the Note and Mortgage have been broken. Plaintiff elects to and does declare the entire balance of said indebtedness due and payable, and

that there is due on the Note and Mortgage as of July 12, 2010, the principal sum of \$36,536.36, with interest from June 12, 2010, advances, late charges, and also for the costs and disbursements of this action, including attorney's fees.

14. Plaintiff's right to a personal or deficiency judgment pursuant to South Carolina Code Sections 29-3-650 and 29-3-660 is expressly waived.

15. Pursuant to the terms of the Mortgage, Plaintiff has employed counsel to prosecute this action and a reasonable value of services of counsel in this action is the sum as the Court may find appropriate.

16. Plaintiff may be forced to pay sums for taxes and insurance and costs for securing the property, which sums, according to the terms of the Mortgage, should be added to the amount of the debt.

17. Pursuant to the terms of the Mortgage and applicable state law, Plaintiff requests the mortgage be foreclosed and that the property be sold at public auction in accordance with law, subject to any liens for taxes, special assessments of record against such property, and existing easements or restrictions of record.

18. The hereinafter named Defendant(s) may have some interest in or lien upon the premises covered by the Mortgage set forth above, or some part thereof, but that such interests or liens are junior and subsequent to the lien of Plaintiff's Mortgage or, if specified below, have been paid in full and either should be satisfied of record or the lien released from the subject real estate. Said liens or interests are of record in the Office of the RMC or Clerk of Court of the aforesaid county and are described as follows:

A. Barry D. Mallek and Alice R. Mallek, by virtue of a judgment against Delbert R. Tangeman in the amount of \$34,500.00, dated June 24, 2002 and recorded on June 24, 2002 in Judgment Roll No. 260681.

B. Donald C. Coggins, Jr., by virtue of a judgment against Delbert R. Tangeman in the amount of \$7,305.90, dated September 9, 2002 and recorded on September 23, 2002 in Judgment Roll No. 260681.

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

(1) Under the direction of this Court, ascertain and determine the amount due upon the Note and Mortgage held by Plaintiff together with attorney's fees and costs of this action.

(2) Declare Plaintiff's Mortgage a first lien and render judgment of foreclosure for the amount so found to be due and owing thereon, together with any ad valorem taxes, or insurance premiums, and any other expenses which may be due and have been advanced by Plaintiff, with

2011 NOV -3 AM 1:23
CLERK OF COURT
SOUTH CAROLINA
EX-10
M. HOPKINS
BLACKLEY

reasonable attorney's fees, and for the costs of this action.

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

(4) Appoint a Receiver to collect the rents, issues, profits or designated sums from the mortgagor(s), and/or the grantee(s) of the mortgagor(s), and/or tenant(s) occupying or exercising control over the mortgaged premises and hold the same subject to the further order of this Court.

(5) Under the direction of this Court, sell the mortgaged premises, bar any equity of redemption, and apply the proceeds of sale as follows:

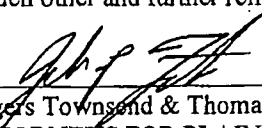
First, to the costs and expenses of the within action and sale;

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, to the distribution of any surplus pursuant to Rule 71, of the South Carolina Rules of Civil Procedure;

(6) Issue an order directing the Sheriff of Spartanburg County, South Carolina, to place the successful purchaser at said foreclosure sale in possession of the property should the same become necessary;

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


Rogers Townsend & Thomas, PC
ATTORNEYS FOR PLAINTIFF

Samuel C. Waters (SC Bar #5958)
Reginald P. Corley (SC Bar #69453)
Ellie C. Floyd (SC Bar #68635)
Eve Moredock Stacey (SC Bar #5300)
Robert P. Davis (SC Bar #74030)
Shawn R. Willis (SC Bar #71155)
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220 Executive Center Drive
Columbia, SC 29210

Cheryl H. Fisher (SC Bar #15213)
Jennifer W. Rubin (SC Bar #16727)
Michael P. Morris (SC Bar #73560)
Mary R. Powers (SC Bar #16534)
William S. Koehler (SC Bar #2935)
Kevin T. Hardy (SC Bar #76015)
John P. Fetner (SC Bar #77481)
Vance L. Brabham, III (SC Bar #712)
Post Office Box 100200 (29202)
(803) 744-4444

Columbia, South Carolina
November 2, 2010

FILED
CLERK OF COURT
SPARTANBURG COUNTY
2010 NOV -3 AM 1:23
JAMES BLACKLEY



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Charlotte, NC US

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626 Eagleton Downs Dr
Pineville, NC US 28134**Customer not Available or Business Closed****Recommended action:**

Door tag will provide the time and address of the FedEx location where you may pick up your shipment, and also indicate if another delivery attempt will be made.

Package is not yet available for pickup.**Delivery Options**

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Travel History

Date/Time	Activity	Location
- 3/20/2018 - Tuesday		
2:53 pm	Delivery exception	PINEVILLE, NC
	Customer not available or business closed	
12:07 pm	Delivery option requested	
	Hold at FedEx Facility request received - Check back later for shipment status	
7:21 am	At local FedEx facility	PINEVILLE, NC
- 3/19/2018 - Monday		
4:04 pm	At local FedEx facility	PINEVILLE, NC
11:52 am	Delivery exception	PINEVILLE, NC
	Customer not available or business closed	
6:59 am	At local FedEx facility	PINEVILLE, NC
- 3/17/2018 - Saturday		
8:04 am	At local FedEx facility	PINEVILLE, NC
	Package not due for delivery	
8:04 am	At local FedEx facility	PINEVILLE, NC
8:04 am	At local FedEx facility	PINEVILLE, NC
- 3/16/2018 - Friday		
9:37 pm	At destination sort facility	CHARLOTTE, NC
9:07 pm	Left FedEx origin facility	CHARLOTTE, NC
5:39 pm	Picked up	CHARLOTTE, NC
3:20 pm	Shipment information sent to FedEx	

Shipment Facts

Tracking Number	780120863020	Service	FedEx Standard Overnight
Door tag number	DT104835807034, DT104835807034	Weight	0.5 lbs / 0.23 kgs
Signature services	Direct signature required	Total pieces	1
Total shipment weight	0.5 lbs / 0.23 kgs	Terms	Shipper
Shipper reference	900002-301001	Packaging	FedEx Envelope
Special handling section	Deliver Weekday, Residential Delivery, Direct Signature Required	Standard transit	3/19/2018 by 8:00 pm

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STATE OF SOUTH CAROLINA
COUNTY OF SPARTANBURG

IN THE COURT OF COMMON PLEAS

Wells Fargo Bank, N.A. as Trustee for Bear
Stearns Asset Backed Securities I Trust
2004-BO1,

PLAINTIFF,

vs.

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

DEFENDANT(S)

MASTER'S ORDER AND JUDGMENT OF
FORECLOSURE AND SALE

(NON-JURY MORTGAGE FORECLOSURE)

C/A NO: 2010-CP-42-05847

DEFICIENCY WAIVED

TO:

Hutchens Law Firm
Attorney for Plaintiff

Donald C. Coggins, Jr.
Attorney for Barry D. Mallek and Alice R. Mallek; Donald C. Coggins, Jr.

Pursuant to Rule 53 SCRPC, the above-entitled matter was referred to the undersigned to make appropriate findings of fact and conclusions of law with authority to enter a final judgment in the case. Pursuant to the said Order of Reference a hearing was held, attended by the attorneys of record, the testimony was taken, which is reported herewith, and from the testimony and evidence, I find conclude and order as follows:

PROCEDURAL HISTORY

1. The Lis Pendens was filed on November 3, 2010 and Amended Lis Pendens was filed on January 19, 2017.
2. The Summons and Complaint were filed on November 3, 2010.
3. Service was made upon the Defendant(s) named in this Order as is shown by the Proof(s) of Service filed herein.
4. Defendants Betty L. Tangeman and Delbert R. Tangeman, ("Mortgagors") filed an Answer on December 2, 2010 and Counterclaim on December 31, 2010 ("Counterclaim").

5. Defendants Barry D Mallek, Alice R. Mallek, and Donald C Coggins, Jr., who held judgment liens against the subject property, filed an Answer and Counterclaim on November 19, 2010.

6. The Court issued an Order granting Plaintiff's Motion for Partial Summary Judgment as to Mortgagors' Counterclaim and Motion to Strike Mortgagors' Amended Counterclaim on March 12, 2015. On June 26, 2015, the Court denied Mortgagors' Motion to Reconsider said Order.

7. The Defendants and/or all attorneys of record were notified of the time, date, and place of the hearing in this matter.

8. According to the Affidavit filed herein, no Defendant is in the Military Service of the United States of America, as contemplated under the Service members Civil Relief Act, and any amendments thereto.

9. The loan is not subject to the Supreme Court of South Carolina's Administrative Order (Order No. 2011-05-02-01) because the subject property is not an owner-occupied dwelling as defined in Paragraph A.(3) of said Order.

FINDINGS OF FACT

1. For value received, Betty L. Tangeman made, executed and delivered a Note dated September 12, 2000, promising thereby to pay to the order of Bank One, NA the sum of Forty-Nine Thousand Dollars and No Cents (\$49,000.00) with interest at 9.750 percent per annum. Other terms and conditions are stated in the Note, which is of record herein.

2. To better secure the payment of the Note described above, the said Delbert R. Tangeman and Betty L. Tangeman made, executed and delivered to Bank One, NA a mortgage in writing, dated September 12, 2000, covering real property in Spartanburg County, which is the same as that described in the Complaint. The mortgage was filed on September 14, 2000, and is of record in the Office of the Register of Deeds for Spartanburg County in Mortgage Book 2382 at page 703.

3. Thereafter, by virtue of an assignment dated February 16, 2009, recorded February 27, 2009, in Mortgage Book 4189 at page 731, JPMorgan Chase Bank, N.A., successor by merger to Bank One, NA, assigned said mortgage unto GMAC Mortgage, LLC.

4. Thereafter, by virtue of an assignment dated December 9, 2016, recorded December 30, 2016, in Mortgage Book 5221 at page 831, GMAC Mortgage, LLC, by its

Attorney in Fact Ocwen Loan Servicing, LLC, assigned said mortgage unto Wells Fargo Bank, N.A. as trustee for Bear Stearns Asset Backed Securities I Trust 2004-BO1 making Wells Fargo Bank, N.A. as trustee for Bear Stearns Asset Backed Securities I Trust 2004-BO1 the present lien holder and Plaintiff herein.

5. Thereafter, by virtue of another assignment dated December 9, 2016, recorded January 18, 2017, in Mortgage Book 5228 at page 211, GMAC Mortgage, LLC, by its Attorney in Fact Ocwen Loan Servicing, LLC,, assigned said mortgage unto Wells Fargo Bank, N.A. as trustee for Bear Stearns Asset Backed Securities I Trust 2004-BO1.

6. The above referenced instrument constitutes a first lien priority mortgage on the subject property.

7. Payment due on the Note has not been made as provided for therein, and the Plaintiff, as the holder thereof, has elected to require immediate payment of the entire amount due thereon and has placed the Note and Mortgage in the hands of the attorney herein for collection.

8. I find that since the inception of this action, plaintiff's attorney has assumed responsibility for the institution of this action and has searched and updated the title on the subject property from the date the current owner received the property or the date the mortgage was executed to the date of the filing of the Lis Pendens.

The Firms have been responsible for the preparation of the following pleadings.

1. Notice of Foreclosure Intervention
2. Lis Pendens
3. Summons and Complaint
4. Order of Reference
5. Notice of Hearing
6. Proposed Master's Order and Judgment of Foreclosure and Sale
7. Notice of Sale
8. Record of Hearing
9. Other documents as applicable pertaining to service, litigation, foreclosure intervention and prosecution of the action.

Additionally, the Firms have arranged for service of process on the Defendant(s), and have scheduled and attended the hearing in the matter, has provided reinstatement/payoff figures to the primary Defendant(s), if requested, and has had telephone conversations with the Defendant(s), if requested. Future duties include forwarding copies of the Master's Order and Judgment of Foreclosure and Sale to the Defendant(s), advising the Defendant(s) of the date that the property will be sold, arranging and coordinating the amount to be bid by Plaintiff, representation of Plaintiff at sale and preparation of after sale documentation as required. In light of the potential liabilities inherent in a foreclosure matter, the contested nature of this case, the attendant responsibilities and the outcome obtained for the Plaintiff, I find that attorneys' fees for services rendered by Hutchens Law Firm in the amount of Two Thousand Thirty-Five and 00/100 Dollars (\$2,035.00) are reasonable.

9. The amount due and owing on the Note, with interest at the rate provided in the Note, and other costs and expenses of collection, including attorneys' fees, secured by the Note and Mortgage, is as follows:

(a) Total Principal due as of July 12, 2010	\$	36,536.36
(b) Interest from June 12, 2010 through May 11, 2017 @ current interest rate of 9.750%	\$	24,613.99
(c) Escrow Adjustments (debits or credits)	\$	9,639.65
Insurance	\$	1,179.00
County Taxes	\$	4,574.70
Prior Servicer Escrow Balance	\$	3,885.95
(d) Late Charges	\$	312.00
(e) Property Inspections	\$	416.00
(f) Suspense Account	(\$	1.89)
(g) Prior Servicer Fees	\$	6,194.52
(h) BPO/Appraisal Fee	\$	231.00
(i) Title Fee Expenses	\$	250.00
(j) Foreclosure Costs	\$	120.22
(k) Attorney Fees	\$	2,035.00

TOTAL DEBT \$ 80,346.85

Interest for the period from the date shown in (b) above, through the date of this Judgment at the above stated rate to be added to the above stated "Total Debt" to comprise the amount of the judgment debt entered herein and interest after the date of judgment at the current rate of Nine and 750/1000 (9.750%) per annum (pursuant to the terms of the Note and Mortgage) on the judgment debt should be added to such judgment debt to comprise the amount of Plaintiff's debt secured by the mortgage through the date to which such interest is computed.

10. That the Defendant, Barry D. Mallek and Alice R. Mallek, is made a party by virtue of a judgment against Delbert R. Tangeman in the amount of Thirty-Four Thousand Five Hundred Dollars and No Cents (\$34,500.00), dated June 24, 2002, filed June 24, 2002 with the Spartanburg County Clerk of Court's Office, and identified as Case # 260681. Said lien is junior in priority to the Plaintiff's first mortgage lien.

11. That the Defendant, Donald C. Coggins, Jr., is made a party by virtue of a judgment against Delbert R. Tangeman in the amount of Seven Thousand Three Hundred Five Dollars and Ninety Cents (\$7,305.90), dated September 9, 2002, filed September 23, 2002 with the Spartanburg County Clerk of Court's Office, and identified as Case # 260681. Said lien is junior in priority to the Plaintiff's first mortgage lien

12. That the Plaintiff specifically waives its rights to a deficiency judgment in the event the sale of the real estate herein does not yield a sum sufficient to satisfy all indebtedness due to the Plaintiff, including costs and attorney fees.

13. Since a personal or deficiency judgment is being waived, the bidding will not remain open but compliance with the bid may be made immediately.

14. That the servicer is participating in the Home Affordable Modification Program (HAMP). The loan is not subject to modification under the HAMP because the property is not owner occupied.

CONCLUSION OF LAW

Plaintiff is entitled to foreclose the subject property because the Mortgagors have breached the terms of the Note and Mortgage. Plaintiff has proven that a binding contract entered into by the parties, there was a breach or unjustifiable failure to perform the contract, and damage suffered by the Plaintiff as a direct and proximate result of the breach. Plaintiff is the

real party in interest in this matter because the Mortgage has been assigned to it and it is the current holder of the Note which has been properly indorsed in blank. Plaintiff is, therefore, the party entitled to enforce the Note.

Therefore, Plaintiff's Motion pursuant to Rule 56 SCRPC as to its cause of action for foreclosure of its Mortgage is hereby granted as there is no genuine issue as to any material fact exists and Plaintiff is entitled to judgment as a matter of law. Accordingly, Plaintiff should have judgment of foreclosure of the mortgage and the Property should be ordered sold at public auction after due advertisement.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED:

1. There is due to the Plaintiff on the obligation and mortgage set forth in the Complaint the sum of Eighty Thousand Three Hundred Forty-Six and 85/100 Dollars (\$80,346.85) representing the "Total Debt" due Plaintiff as set forth supra, together with interest at the rate provided therein on the balance of principal from the date aforesaid to the date hereof.

2. The amount due in the preceding paragraph (the "Total Debt" as set forth supra and later accrued interest on the principal) shall constitute the total judgment debt due the Plaintiff and shall bear interest hereafter at the current rate of 9.750% percent per annum.

3. That the Defendants liable for the aforesaid mortgage debt shall, on or before the date of sale of the property hereinafter described, pay to the Plaintiff, or Plaintiff's attorney the amount of Plaintiff's debt as aforesaid, together with the costs and disbursements of this action.

4. That on default of payment at or before the time herein indicated, the mortgaged premises described in the Complaint, as hereinafter set forth, be sold by the Master in Equity at public auction at the County Court House in Spartanburg County, South Carolina, on some convenient sales day hereafter, on the following terms, that is to say:

A. FOR CASH: The Master in Equity will require a deposit of Five percent (5%) on the amount of the bid (in cash or equivalent) at the time of the sale, same to be applied on the purchase price only upon compliance with the bid, but in case of non-compliance within Twenty (20) days same to be forfeited and applied to the costs and Plaintiff's debt.

B. Interest on the balance of the bid shall be paid to the day of compliance at the current rate of 9.750% percent.

C. The sale shall be subject to taxes and assessments, existing easements and easements and restrictions of record.

D. The above referenced instrument constitutes a first lien priority mortgage on the subject property.

E. The Purchaser is to pay for the deed preparation, for Deed Stamps and costs of recording the Deed.

F. If the successful bidder is a third party other than the Plaintiff, interest on the balance of the bid shall be paid to the date of compliance at the rate listed in the figures above.

5. If Plaintiff be the successful bidder at the said sale, for a sum not exceeding the amount of costs, expenses and the indebtedness of the Plaintiff in full, Plaintiff may pay to the undersigned Master in Equity only the amount of the costs and expenses crediting the balance of the bid on Plaintiff's indebtedness.

6. Personal or deficiency judgment having been waived, the bidding will not remain open after the date of sale and compliance with the bid may be made immediately.

7. That the Master in Equity will, by advertisement according to law, give notice of the time, and place of sale, and the terms thereof; and will execute to the Purchaser, or Purchasers, a deed to the premises sold. The Plaintiff, or any other party to this action, may become a purchaser at such sale, and that if, upon such sale being made, the Purchaser, or Purchasers, should fail to comply with the terms thereof within Twenty (20) days after date of sale, then the Master in Equity may advertise the said premises for sale on the next, or some other subsequent sales day, at the risk of the highest bidder, and so from time to time thereafter until a full compliance shall be secured.

8. That the Master in Equity will apply the proceeds of the sale as follows:

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

NEXT: To the payment to the Plaintiff or Plaintiff's attorney, of the amount of Plaintiff's debt and interest, so much thereof as the purchase money will pay on the same.

NEXT: Any surplus will be held pending further order of the court.

9. It is further ORDERED, ADJUDGED AND DECREED that in the event the successful bidder to whom the deed of conveyance has been issued subsequent to the sale is

other than the Defendants in possession herein, the Sheriff of Spartanburg County is ordered and directed to eject and remove from the premises the occupants of the property sold, together with all personal property located thereon, and put the successful bidder to whom the deed of conveyance has been issued or his assigns in full, quiet and peaceable possession of said premises without delay, and to keep said successful bidder or his assigns in such peaceable possession.

10. And it is further ORDERED, ADJUDGED AND DECREED that each Defendant and all persons whomsoever claiming under him, her or them, be forever barred and foreclosed of all right, title, interest and equity of redemption in the said mortgaged premises so sold, or any part thereof.

11. And it is further ORDERED, ADJUDGED AND DECREED that any prior lien that has been paid in full is hereby satisfied and canceled of record.

12. IT IS FURTHER ORDERED that the Deed of conveyance made pursuant to said sale shall contain the names of only the first named Plaintiff and the first named Defendant and the Defendant who was the titleholder of the mortgaged property at the time of filing of the Notice of Pendency of the within action, and the name of the Grantee, and the Master in Equity is authorized to omit from the indices pertaining to such conveyance the names of all parties not contained in said Deed.

13. The Master in Equity will retain jurisdiction to do all necessary acts incident to this foreclosure including, but not limited to, the issuance of a Writ of Assistance.

14. Upon issuance of a Master in Equity's Report on Sale and Disbursements, the Register of Deeds is directed to release of record the mortgage lien being foreclosed, which mortgage lien is described as follows:

That Mortgage originally given to Bank One, NA by Delbert R. Tangeman and Betty L. Tangeman, dated September 12, 2000 and recorded September 14, 2000, in Mortgage Book 2382 at page 703.

15. The following is a description of the premises herein ordered to be sold:

ALL that certain piece, parcel or lot of land, with all improvements thereon, situate and being in the County of Spartanburg, State of South Carolina, being shown and designated as 0.275 acre, more or less, on plat prepared for Betty L. Tangeman by S.W. Donald Land Surveying, dated September 6, 2000 and recorded April 21, 2009 in the Office of the Register of Deeds for Spartanburg County in Plat Book 164 at Page 171; reference being hereby specifically made to said plat of survey in aid of description.

THIS BEING a portion of the property conveyed to Delbert R. Tangeman and Betty L. Tangeman by Deed of Robert C. Mays, III and Mildred L. Mays, dated August 20, 1968 and recorded August 21, 1968 in Book 34-Z at Page 68; subsequently, Betty L. Tangeman and Delbert R. Tangeman conveyed the subject property unto Betty L. Tangeman and Delbert R. Tangeman, as joint tenants with the right of survivorship, by Deed dated January 25, 2008 and recorded January 29, 2008 in Book 90-N at Page 821, in the Office of the Register of Deeds for Spartanburg County.

102 Oak Ridge Street
Spartanburg, SC 29306
TMS# 07-15-08-262.01

16. IT IS FURTHER ORDERED that if the Plaintiff or the Plaintiff's representative does not appear at the scheduled sale of the above-described property, then the sale of the property will be null, void and of no force and effect. In such event, the sale will be rescheduled for the next available sales day.

JUDGE'S SIGNATURE PAGE TO FOLLOW

FORM 4

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

JUDGMENT IN A CIVIL CASE
CASE NO: 2010-CP-42-05847

Wells Fargo Bank, N.A. as Trustee for Bear Stearns
Asset Backed Securities I Trust 2004-BO1,
PLAINTIFF(S)

Betty L Tangeman; Barry D. Mallek and Alice R.
Mallek; Donald C. Coggins, Jr.; Delbert R
Tangeman;
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. ☐ See Page 2 for additional information
- ☐ **ACTION DISMISSED (CHECK REASON):** ☐ Rule 12(b), SCRPC; ☐ Rule 41(a), SCRPC (Vol. Nonsuit); ☐ Rule 43(k), SCRPC (Settled); ☐ Other
- ☐ **ACTION STRICKEN (CHECK REASON):** ☐ Rule 40(j), SCRPC; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other
- ☐ **STAYED DUE TO BANKRUPTCY**
- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☐ See attached order (formal order to follow) ☐ Statement of Judgment by the Court:

ORDER INFORMATION

This order ☐ ends ☐ does not end the case.

Additional Information for the Clerk: Foreclosure Action

INFORMATION FOR THE JUDGMENT INDEX		
Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.		
Judgment in Favor of (List name(s))	Judgment Against (List name(s))	Judgment Amount To be Enrolled (List amount(s))
Wells Fargo Bank, N.A. as Trustee for Bear Stearns Asset Backed Securities I Trust 2004-BO1	Delbert R. Tangeman and Betty L. Tangeman	\$N/A
If applicable, describe the property, including tax map information and address, referenced in the order: 102 Oak Ridge Street, Spartanburg, SC 29306 TMS# 07-15-08-262.01		

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. Note: Title abstractors and researchers should refer to the official court order for judgment details.

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

Gordon G Cooper, Master in Equity

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:

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

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

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

FORM 4 ATTACHMENT

Betty L. Tangeman
104 Riverside Lane
Duncan, SC 29334

Betty L. Tangeman
102 Oak Ridge Street
Spartanburg, SC 29306

Delbert R. Tangeman
104 Riverside Lane
Duncan, SC 29334

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

Donald C. Coggins, Esquire
PO Box 3547
Spartanburg, SC 29304
Attorney for Defendants
Barry D. Mallek, Alice R. Mallek and Donald C. Coggins, Jr.



Spartanburg Common Pleas

Case Caption: Wells Fargo Bank Na Trustee For Bear Stearns Asset Backed Securities
1 Trust 2004 BO1 , plaintiff, et al VS Betty L Tangeman , defendant,
et al
Case Number: 2010CP4205847
Type: Master/Order/Foreclosure & Sale and Form 4

It is So Ordered

s/Judge Gordon G Cooper-3065

Notice of SaleC/A No: **2010-CP-42-05847**

BY VIRTUE OF A DECREE of the Court of Common Pleas for Spartanburg County, South Carolina, heretofore issued in the case of Wells Fargo Bank, N.A. as Trustee for Bear Stearns Asset Backed Securities I Trust 2004-BO1 vs. Betty L Tangeman; Barry D. Mallek and Alice R. Mallek; Donald C. Coggins, Jr.; Delbert R Tangeman;; I the undersigned as Master in Equity for Spartanburg County, will sell on June 5, 2017 at 11:00 AM, at the County Court House, Spartanburg County, South Carolina, to the highest bidder:

Legal Description and Property Address:

ALL that certain piece, parcel or lot of land, with all improvements thereon, situate and being in the County of Spartanburg, State of South Carolina, being shown and designated as 0.275 acre, more or less, on plat prepared for Betty L. Tangeman by S.W. Donald Land Surveying, dated September 6, 2000 and recorded April 21, 2009 in the Office of the Register of Deeds for Spartanburg County in Plat Book 164 at Page 171; reference being hereby specifically made to said plat of survey in aid of description.

THIS BEING a portion of the property conveyed to Delbert R. Tangeman and Betty L. Tangeman by Deed of Robert C. Mays, III and Mildred L. Mays, dated August 20, 1968 and recorded August 21, 1968 in Book 34-Z at Page 68; subsequently, Betty L. Tangeman and Delbert R. Tangeman conveyed the subject property unto Betty L. Tangeman and Delbert R. Tangeman, as joint tenants with the right of survivorship, by Deed dated January 25, 2008 and recorded January 29, 2008 in Book 90-N at Page 821, in the Office of the Register of Deeds for Spartanburg County.

102 Oak Ridge Street
Spartanburg, SC 29306
TMS# 07-15-08-262.01

TERMS OF SALE: For cash. Interest at the current rate of Nine and 75/1000 (9.750%) to be paid on balance of bid from date of sale to date of compliance. The purchaser to pay for papers and stamps, and that the successful bidder or bidders, other than the Plaintiff therein, do, upon the acceptance of his or her bid, deposit with the Master in Equity for Spartanburg County a certified check or cash in the amount equal to five percent (5%) of the amount of bid on said premises at the sale as evidence of good faith in bidding, and subject to any resale of said premises under Order of this Court; and in the event the said purchaser or purchasers fail to

comply with the terms of sale within Twenty (20) days, the Master in Equity shall forthwith resell the said property, after the due notice and advertisement, and shall continue to sell the same each subsequent sales day until a purchaser, who shall comply with the terms of sale, shall be obtained, such sales to be made at the risk of the former purchaser. Since a personal or deficiency judgment is waived, the bidding will not remain open but compliance with the bid may be made immediately. If the Plaintiff or the Plaintiff's representative does not appear at the above-described sale, then the sale of the property will be null, void, and of no force and effect. In such event, the sale will be rescheduled for the next available sales day. Plaintiff may waive any of its rights, including its right to a deficiency judgment, prior to sale. Sold subject to taxes and assessments, existing easements and restrictions of record.

Gordon G. Cooper,
Master in Equity for Spartanburg County

Spartanburg, South Carolina
_____, 2017

Hutchens Law Firm
P.O. Box 8237
Columbia, SC 29202
803-726-2700



Spartanburg Common Pleas

Case Caption: Wells Fargo Bank Na Trustee For Bear Stearns Asset Backed Securities
1 Trust 2004 BO1 , plaintiff, et al VS Betty L Tangeman , defendant,
et al
Case Number: 2010CP4205847
Type: Master/Order/Other

It is So Ordered

s/Judge Gordon G Cooper-3065

STATE OF SOUTH CAROLINE
COUNTY OF SPARTANBURG

IN THE COURT OF
COMMON PLEAS

Wells Fargo Bank, N. A.; Trustees for Bear Stearns
Assit Backed Securities I Trust 2004-BO1,
Ocwen Loan Servicing LLC.

**DEFENDANT'S MOTION
TO RECONSIDERS AND
OPEN THE CASE**

PLAINTIFFS

C/A No.; 2010-CP-42-05847

vs.

Betty L. Tangeman, Delbert Tangeman, Berry D.
and Alice R. Mallek, and Donald C. Coggins, Jr.,

DEFENDANT

Defendants Betty and Delbert Tangeman prays the court to consider the following
defenses for their **MOTION TO RECONSIDER/and/ OPEN THE CASE.**

1. The/our contract with GMAC was first broken by GMAC when they sent back
multiple payments of approximsatly \$4,300.00 back to me/us.

2. I found errors in the "Findings of Fact" documnet. Tangeman's have always
maintained property insurance. I also disagree with all or most of the figures in the same
section.

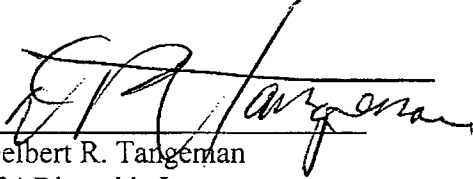
3. The plaintiff does not possess a legal note. What was filed with the court was
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ink as required in South Caroline.

4. The three (3) year statute of limitation (code ann. 15-3-510 et seg.) on collecting
a debt in South Caroline expired several years ago. Three other Law Firms have
attempted to foreclose on this dwelling, one of them had a different case number.

5. I do not see a chain of allonges, assignments, or endorsements attached to the
fraudulant note. Each of the buyers of this fraudulent note must prove that the above or
affidavits proving legal transference in order to have Standing.

6. If such is the case, I am prepared to file a lawsuit against Hutchens Law Firm
and John B. Kelchner for "Fraud Upon The Court." I hereby demand Proper tranference
be proved. Hutchens Law Firm with there "HIGH PERFORMANCE LAW" is
simply a "foreclosure mill!" taking advantage of poor people and all others who
cannot fight for their rights given to them by our wonderful state of South Carolina.

7. Hutchens' foreclosure mill served their case against Tangemans improperly, giving me approximatly seven days to respond. The same happened with the court date and sale date as well as Tangeman being unaware about the new electronic filings...not being treated as a pro-se...I never received a signed judgement from Judge Gordon Cooper.


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

FILED
CLERK OF COURT
JAN 15 2017
NORTH CAROLINA

CERTIFICATE OF SERVICE

This 15th day of june, 2017 the attached "Motion to Open the Case" was sent to the following by regular mail with sufficient postage affixed to the below addresses,

John B. Kelchner
P.O. Box 8237
Columbia , SC 29202
803-726-2700

Donald C. Coggins, Jr.
PO Box 3547
Spartanburg, SC 29304

FILED
CLERK OF COURT
JUN 15 2017
SPARTANBURG, SC

Prepared by Hutchens Law Firm
P.O. Box 8237
Columbia, SC 29202

DEE-2017-33479



DEE BK 116-M PG 621-626

EXEMPT

Recorded 6 Pages on 07/20/2017 04:14:22 PM

Recording Fee: \$12.00

Office of REGISTER OF DEEDS, SPARTANBURG, S.C.
Dorothy Earle, Register Of Deeds

STATE OF SOUTH CAROLINA .

COUNTY OF SPARTANBURG

DEED

(PUBLIC SALE)

C/A NO: 2010-CP-42-05847

To Whom These Presents shall concern:

I, Gordon G. Cooper, Master in Equity for Spartanburg County, State of South Carolina, send greetings:

WHEREAS, in an action in the Court of Common Pleas in Spartanburg County between Wells Fargo Bank, N.A. as Trustee for Bear Stearns Asset Backed Securities I Trust 2004-BO1 and Betty L Tangeman; Barry D. Mallek and Alice R. Mallek; Donald C. Coggins, Jr.; Delbert R Tangeman as Defendant(s), I the undersigned, as Master in Equity for Spartanburg County, by Order passed on May 11, 2017, did decree that the property described should be sold by the Master in Equity for Spartanburg County on the terms and for the purposes mentioned in the order granted in the case; and

WHEREAS, I the undersigned, as Master in Equity for Spartanburg County, after due advertisement of the said property for sale at public outcry, did openly and publicly, and after the matter of auction, sell the said property on June 5, 2017 for the sum of Two Thousand Five Hundred Dollars and No Cents (\$2,500.00), said sum being the highest amount bid, to Wells Fargo Bank, N.A. as Trustee for Bear Stearns Asset Backed Securities I Trust 2004-BO1, its successors and assigns.

NOW, KNOW ALL MEN, That I, the undersigned, as Master in Equity for Spartanburg County, pursuant to the forgoing and also in consideration of the said bid paid as the aforesaid by the said herein below named grantee, the receipt whereof is hereby acknowledged, have granted, bargained, sold, released, and by these presents do grant bargain and release the following

described property unto the grantee, Wells Fargo Bank, N.A. as Trustee for Bear Stearns Asset Backed Securities I Trust 2004-BO1, its successors and assigns.

Legal description and property address:

ALL that certain piece, parcel or lot of land, with all improvements thereon, situate and being in the County of Spartanburg, State of South Carolina, being shown and designated as 0.275 acre, more or less, on plat prepared for Betty L. Tangeman by S.W. Donald Land Surveying, dated September 6, 2000 and recorded April 21, 2009 in the Office of the Register of Deeds for Spartanburg County in Plat Book 164 at Page 171; reference being hereby specifically made to said plat of survey in aid of description.

THIS BEING a portion of the property conveyed to Delbert R. Tangeman and Betty L. Tangeman by Deed of Robert C. Mays, III and Mildred L. Mays, dated August 20, 1968 and recorded August 21, 1968 in Book 34-Z at Page 68; subsequently, Betty L. Tangeman and Delbert R. Tangeman conveyed the subject property unto Betty L. Tangeman and Delbert R. Tangeman, as joint tenants with the right of survivorship, by Deed dated January 25, 2008 and recorded January 29, 2008 in Book 90-N at Page 821, in the Office of the Register of Deeds for Spartanburg County.

102 Oak Ridge Street, Spartanburg, SC 29306
TMS# 07-15-08-262.01

Grantees Address: 12650 Ingenuity Drive Orlando, FL 32826

TOGETHER, with all the singular the hereditaments, rights, members and appurtenances whatsoever to the said property belonging or in any wise incident or appertaining, and the reversions and remainders, rents, issues, and profits thereof; and also any estate, right, title, interest, dower, possession, benefit, claim or demand therein whatsoever of all parties to the said suit and of all other persons who might rightfully claim the same or any part thereof, by, from, or under them, or either of them;

TO HAVE AND TO HOLD the said property, with its hereditaments, privileges, and appurtenances, unto the said grantee, his/its successors and assigns for their own use, benefit, and behoof, forever.

IN WITNESS WHEREOF, I, the undersigned, as Master in Equity for Spartanburg County,
under and by virtue of the said order(s), have hereunto set my Hand and Seal the 23rd
day of June in the year of our Lord Two Thousand Seventeen, and in the
Two Hundred Forty-First year of Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Dorothy L. Hunteringer

Janet M. Allen

Gordon G. Cooper (L.S.)
Master in Equity for Spartanburg County

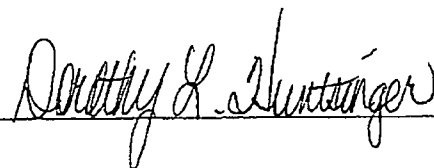
#3
[Signature]

STATE OF SOUTH CAROLINA
COUNTY OF SPARTANBURG

DEED
(PUBLIC SALE)

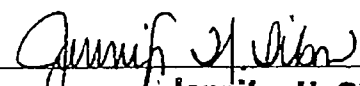
C/A NO: 2010-CP-42-05847

PERSONALLY APPEARED the undersigned witness and made oath that (s)he saw
Gordon G. Cooper, Master in Equity for Spartanburg County, sign, seal, and deliver the within
Deed; and that deponent together with the other witness signed their names as witnesses thereto.
Subscribing witness is not a party to or beneficiary of the transaction.



SWORN to before me this

23rd day of June, 2017

 (L.S.)
Print Name: Jennifer H. Gibson

NOTARY PUBLIC FOR SOUTH CAROLINA

My Commission Expires: 1/2/2025

This deed was prepared by:
Hutchens Law Firm
P.O. Box 8237
Columbia, SC 29202

Index: Master in Equity
Betty L. Tangeman
Barry D. Mallek
Alice R. Mallek
Donald C. Coggins, Jr.
Delbert R. Tangeman

STATE OF SOUTH CAROLINA)
COUNTY OF SPARTANBURG)

AFFIDAVIT FOR TAXABLE OR EXEMPT TRANSFERS

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

1. I have read the information on this affidavit and I understand such information.

2 The property being transferred is located at 102 Oak Ridge Street, Spartanburg, SC 29306, bearing County Tax Map Number 07-15-08-262.01, was transferred by Gordon G. Cooper, Master in Equity for Spartanburg County to Wells Fargo Bank, N.A. as Trustee for Bear Stearns Asset Backed Securities I Trust 2004-BO1 on June 23, 2017.

3. Check one of the following: The deed is

(a) _____ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.

(b) _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.

(c) X exempt from the deed recording fee because (See Information section of affidavit): (13) transferring realty subject to a mortgage to the mortgagee whether by a deed in lieu of foreclosure executed by the mortgagor or deed pursuant to foreclosure proceeding;

(If exempt, please skip items 4 - 7, and go to item 8 of this affidavit.)

If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty? Check Yes _____ or No _____

4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this affidavit.):

(a) The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of _____.

(b) The fee is computed on the fair market value of the realty which is _____.

(c) The fee is computed on the fair market value of the realty as established for property tax purposes which is _____.

5. Check Yes _____ or No _____ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. (This includes, pursuant to Code Section 12-59-140(E)(6), any lien or encumbrance on realty in possession of a forfeited land commission which may subsequently be waived or reduced after the transfer under a signed contract or agreement between the lien holder and the buyer existing before the transfer.) If "Yes," the amount of the outstanding balance of this lien or encumbrance is: _____.

6. The deed recording fee is computed as follows:

(a) Place the amount listed in item 4 above here: _____

(b) Place the amount listed in item 5 above here: _____

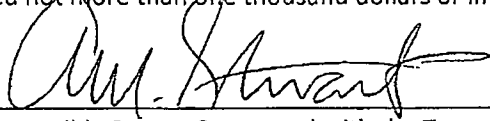
(If no amount is listed, place zero here.)

(c) Subtract Line 6(b) from Line 6(a) and place result here: _____

7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: _____.

8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Plaintiff's Attorney

9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.


Responsible Person Connected with the Transaction
Alan M. Stewart, SCB# 15576
Print or Type Name Here

SWORN to and subscribed before me this 13th day of July 2017
Notary Public for South Carolina
My Commission Expires: 11/24
Notary (L.S.): Margaret J. Osburn
Notary (printed name): Margaret J. Osburn

INFORMATION

Except as provided in this paragraph, the term "value" means "the consideration paid or to be paid in money or money's worth for the realty." Consideration paid or to be paid in money's worth includes, but is not limited to, other realty, personal property, stocks, bonds, partnership interest and other intangible property, the forgiveness or cancellation of a debt, the assumption of a debt, and the surrendering of any right. The fair market value of the consideration must be used in calculating the consideration paid in money's worth. Taxpayers may elect to use the fair market value of the realty being transferred in determining fair market value of the consideration. In the case of realty transferred between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, and in the case of realty transferred to a trust or as a distribution to a trust beneficiary, "value" means the realty's fair market value. A deduction from value is allowed for the amount of any lien or encumbrance existing on the land, tenement, or realty before the transfer and remaining on the land, tenement, or realty after the transfer. (This includes, pursuant to Code Section 12-59-140(E)(6), any lien or encumbrance on realty in possession of a forfeited land commission which may subsequently be waived or reduced after the transfer under a signed contract or agreement between the lien holder and the buyer existing before the transfer.) Taxpayers may elect to use the fair market value for property tax purposes in determining fair market value under the provisions of the law.

Exempted from the fee are deeds:

- (1) transferring realty in which the value of the realty, as defined in Code Section 12-24-30, is equal to or less than one hundred dollars;
- (2) transferring realty to the federal government or to a state, its agencies and departments, and its political subdivisions, including school districts;
- (3) that are otherwise exempted under the laws and Constitution of this State or of the United States;
- (4) transferring realty in which no gain or loss is recognized by reason of Section 1041 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (5) transferring realty in order to partition realty as long as no consideration is paid for the transfer other than the interests in the realty that are being exchanged in order to partition the realty;
- (6) transferring an individual grave space at a cemetery owned by a cemetery company licensed under Chapter 55 of Title 39;
- (7) that constitutes a contract for the sale of timber to be cut;
- (8) transferring realty to a corporation, a partnership, or a trust as a stockholder, partner, or trust beneficiary of the entity or so as to become a stockholder, partner, or trust beneficiary of the entity as long as no consideration is paid for the transfer other than stock in the corporation, interest in the partnership, beneficiary interest in the trust, or the increase in value in the stock or interest held by the grantor. However, except for transfers from one family trust to another family trust without consideration or transfers from a trust established for the benefit of a religious organization to the religious organization, the transfer of realty from a corporation, a partnership, or a trust to a stockholder, partner, or trust beneficiary of the entity is subject to the fee, even if the realty is transferred to another corporation, a partnership, or trust;
- (9) transferring realty from a family partnership to a partner or from a family trust to a beneficiary, provided no consideration is paid for the transfer other than a reduction in the grantee's interest in the partnership or trust. A "family partnership" is a partnership whose partners are all members of the same family. A "family trust" is a trust, in which the beneficiaries are all members of the same family. The beneficiaries of a family trust may also include charitable entities. "Family" means the grantor and the grantor's spouse, parents, grandparents, sisters, brothers, children, stepchildren, grandchildren, and the spouses and lineal descendants of any the above. A "charitable entity" means an entity which may receive deductible contributions under Section 170 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (10) transferring realty in a statutory merger or consolidation from a constituent corporation to the continuing or new corporation;
- (11) transferring realty in a merger or consolidation from a constituent partnership to the continuing or new partnership;
- (12) that constitutes a corrective deed or a quitclaim deed used to confirm title already vested in the grantee, provided that no consideration of any kind is paid or is to be paid under the corrective or quitclaim deed;
- (13) transferring realty subject to a mortgage to the mortgagee whether by a deed in lieu of foreclosure executed by the mortgagor or deed pursuant to foreclosure proceeding;
- (14) transferring realty from an agent to the agent's principal in which the realty was purchased with funds of the principal, provided that a notarized document is also filed with the deed that establishes the fact that the agent and principal relationship existed at the time of the original purchase as well as for the purpose of purchasing the realty;
- (15) transferring title to facilities for transmitting electricity that is transferred, sold, or exchanged by electrical utilities, municipalities, electric cooperatives, or political subdivisions to a limited liability company which is subject to regulation under the Federal Power Act (16 U.S.C. Section 791(a)) and which is formed to operate or to take functional control of electric transmission assets as defined in the Federal Power Act.

THE STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

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

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

RECEIVED

C/A No.; 2010-CP-42-05847

AUG 28 2017

SC Court of Appeals

Berry D. and Alice R. Mallek, and Donald C. Coggins, Jr., John B. Kelchner
..... Respondents

Betty L. Tangeman(deceased snce 12-16-2011) and Delbert R. Tangeman
.....Appellants

APPELLANT'S INITIAL BRIEF

1. The/our contract with GMAC was first broken by GMAC when they sent back multiple payments of approximsatly \$4,300.00 back to me/us.

2. I found errors in the "Findings of Fact" documnet. Tangeman's have always maintained property insurance. I also disagree with all or most of the figures in the same section.

3. The plaintiff does not possess a legal note. What was filed with the court was obviously recopied numerous times, the account number is blotted out, it is not in blue ink as required in South Caroline.

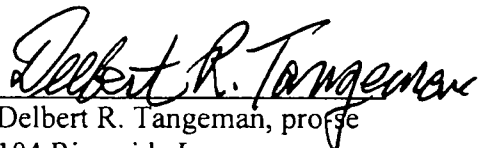
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and sale date as well as Tangeman being unaware about the new electronic filings...not
being treated as a pro-se...I never received a signed judgement from Judge Gordon
Cooper.


Delbert R. Tangeman, pro se
104 Riverside Lane
Duncan, SC 29334
864-303-4282
August 16, 2017

CERTIFICATE OF SERVICE

This 16th day of August, 2017 the attached "APPELLANTS'S INITIAL BRIEF" was sent to the following by regular mail with sufficient postage affixed to the below addresses,

John B. Kelchner
P.O. Box 8237
Columbia , SC 29202
803-726-2700

Donald C. Coggins, Jr.
PO Box 3547
Spartanburg, SC 29304

RECEIVED

AUG 28 2017

SC Court of Appeals

 Dr. Delbert R. Tangeman
104 Riverside Ln.
Duncan, SC 29334-0505

SC



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

RECEIVED
AUG 28 2017
SC Court of Appeals

8/18

FORM 1
NOTICE OF APPEAL IN A CIVIL CASE

STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS
APPEAL FROM SPARTANBURG COUNTY
IN THE COURT OF COMMON PLEAS

RECEIVED

SEP 15 2017

SC Court of Appeals
84560

GORDAN COOPER IN THE MASTERS-IN-EQUITY COURT

CASE NO. (2010)-CP-42-5847

WELLS FARGO BANK, N.A. AS TRUSTEE FOR BEAR
STEARNS ASSET BACKED SECURITIES I TRUST
2004-BOI HUTCHENS LAW FIRM, JOHN B. KELCHNER
P.O. BOX 8237, COLUMBIA, SC 29202.....RESPONDENTS

BETTY L. TANGEMAN AND DELBERT R. TANGEMAN
104 RIVERSIDE LN, DUNCAN, SC 29334.....APPELLATE

NOTICE OF APPEAL

DELBERT TANGEMAN APPEALS TO THE ORDER (JUDGMENT) OF THE
HONORABLE GORDAN COOPER DATED MAY 11, 2017. APPELLANT
RECEIVED THE WRITTEN NOTICE OF THE ORDER ON JULY 24, 2017, BUT
STILL UNSIGNED.

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

Other Counsel of Record
John B. Kelchner
P. O. Box 8237
Columbia, SC 29202
Attorney for Respondents
803-726-2704

FORM 7
PROOF OF SERVICE OF A NOTICE OF APPEAL

STATE OF SOUTH CAROLINA

IN THE COURT OF APPEALS

APPEAL FROM SPARTANBURG COUNTY

IN THE COURT OF COMMON PLEAS

RECEIVED

SEP 15 2017

SC Court of Appeals

GORDAN COOPER IN THE MASTERS-IN-EQUITY COURT

CASE NO. (2010)-CP-42-5847

WELLS FARGO BANK, N.A. AS TRUSTEE FOR BEAR
STEARNS ASSET BACKED SECURITIES I TRUST
2004-BOI HUTCHENS LAW FIRM, JOHN B. KELCHNER
P.O. BOX 8237, COLUMBIA, SC 29202.....RESPONDENTS

BETTY L. TANGEMAN AND DELBERT R. TANGEMAN
104 RIVERSIDE LN, DUNCAN, SC 29334.....APPELLATE

PROOF OF SERVICE

I certify that I have served the Notice Of Appeal on Well Fargo Bank by
depositing a copy in the u.s. mail postage prepaid on September 14, 2017, addressed to
his attorney of record, John B. Kelchner at P.O. Box 8237, Columbia, SC, 29202.

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

September 14, 2017
Other Counsel of Record
John B. Kelchner
P. O. Box 8237
Columbia, SC 29202
Attorney for Respondents
803-726-2704

RECEIVED

SEP 15 2017

SC Court of Appeals

1 STATE OF SOUTH CAROLINA

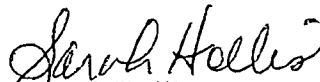
2 COURT OF COMMON PLEAS

3 COUNTY OF SPARTANBURG

4
5 CERTIFICATE

6 I, the undersigned Sarah Hollis, Court Reporter for the Master-In-Equity for the
7 County of Spartanburg, State of South Carolina, do hereby certify that the foregoing is a true and
8 accurate Transcript of Testimony of the proceedings had at the motion hearing of the captioned
9 case, before the Honorable Gordon G. Cooper, Master-In-Equity for Spartanburg County, South
10 Carolina, on the 11th day of May, 2017.

11 I do further certify that I am neither of kin, counsel nor interest to any party hereto.

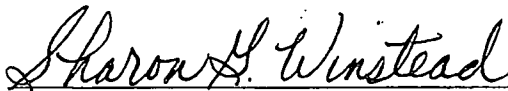
12
13 
Sarah Hollis

14 Court Reporter

15
16 SWORN to before me this

17 21th day of July, 2017.

18 Spartanburg, South Carolina.

19
20 

21 Notary Public for South Carolina

22 My Commission Expires: September 13, 2026.

The South Carolina Court of Appeals

Wells Fargo Bank, N.A. as Trustee for Bear Stearns
Asset Backed Securities I Trust 2004-BO1, Respondent,

v.

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

Of whom Betty L. Tangeman (deceased since December
16, 2011) and Delbert R. Tangeman are the Appellants,

And Barry D. Mallek; Alice R. Mallek; and Donald C.
Coggins are the Respondents.

Appellate Case No. 2017-001799

The Honorable Gordon G. Cooper
Spartanburg County
Trial Court Case No. 2010CP4205847

ORDER

The appellant, Delbert Tangeman, filed his notice of appeal on September 15, 2017, stating that he received written notice of entry of the order being challenged on appeal on July 24, 2017. The appellant also stated in his proof of service for the notice of appeal, that he served the respondent on September 14, 2017. Pursuant to Rule 203(b)(1) of the South Carolina Appellate Court Rules, a notice of appeal shall be served on all respondents within thirty days after receipt of written notice of entry of the order or judgement. Accordingly, this appeal is dismissed for failure to timely serve the notice of appeal upon the respondents. The remittitur will be sent as provided by Rule 221(b), SCACR.

FOR THE COURT

BY V. Claire Allen, Deputy
CLERK

Columbia, South Carolina

FILED

September 19, 2017

cc:

Delbert R. Tangeman

Donald C. Coggins, Jr., Esquire

John Brian Kelchner, Esquire

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM SPARTANBURG COUNTY

Court of Common Pleas

The Honorable Gordon G. Cooper

Master in Equity

Appellate Case No. 2017-002200

Circuit Court Case No. 2010-CP-42-05847

RECEIVED
OCT 04 2018
SC Court of Appeals

**Wells Fargo Bank, N.A. as Trustee
for Bear Stearns Asset Backed
Securities I Trust 2004-BO1**

Respondent

v.

**Betty L. Tangeman, Barry D. Mallek, Alice R. Mallek,
Donald Coggins, and Jr Delbert R. Tangeman**

Defendants

of whom

Delbert R. Tangeman is the

Appellant

PROOF OF SERVICE

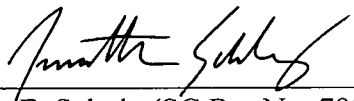
I hereby certify that a copy of the foregoing **RESPONDENT'S MOTION FOR LEAVE TO SUPPLEMENT THE RECORD ON APPEAL** was sent via first-class U.S. Mail, postage prepaid, and addressed as follows:

Delbert R. Tangeman
104 Riverside Lane
Duncan, SC 29334
Appellant

Delbert R. Tangeman
102 Oak Ridge St.
Spartanburg, SC 29306
Appellant

John B. Kelchner, Esq.
James D. Floyd, Esq.
Hutchens Law Firm
P.O. Box 8237
Columbia, SC 29202
Attorney for Respondent

This the 3rd day of October, 2018.



Jonathan E. Schulz (SC Bar No. 79850)



Jonathan Schulz
Direct Dial: (704) 338-6127
E-mail: jschulz@bradley.com

October 3, 2018

VIA FEDEX OVERNIGHT

Ms. Jenny Abbott Kitchings
Clerk of Court
South Carolina Court of Appeals
1220 Senate Street
Columbia, SC 29201

RECEIVED

OCT 04 2018

SC Court of Appeals

Re: *Wells Fargo Bank, N.A. as Trustee for Bear Stearns Asset Backed Securities I Trust 2004-BO1 v. Betty L. Tangeman, Barry D. Mallek, Alice R. Mallek, Donald Coggins, and Jr Delbert R. Tangeman*
South Carolina Court of Appeals Case No. 2017-002200

Dear Ms. Kitchings:

In connection with the above appeal, enclosed for filing please find one (1) original and seven (7) copies of Respondent Wells Fargo's Motion for Leave to Supplement the Record on Appeal. Please file the original, retain six (6) copies per SCACR 240(d), and return one (1) file-stamped copy in the enclosed pre-paid Federal Express envelope provided for your convenience.

I have also enclosed a check from my firm in the amount of twenty-five dollars (\$25.00) to pay for the filing fee.

Thank you for your assistance. Please do not hesitate to contact me should you have any questions or concerns about the above.

Best regards,

Jonathan Schulz

Enclosures

cc: Delbert Tangeman (with encl. via US Mail)
John B. Kelchner (with encl. via US Mail)



Crystal Hester
Legal Assistant
Direct Dial: (704) 338-6133
E-mail: chester@bradley.com

October 3, 2018

VIA FEDEX OVERNIGHT

Ms. Jenny Abbott Kitchings
Clerk of Court
South Carolina Court of Appeals
1220 Senate Street
Columbia, SC 29201

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SC Court of Appeals

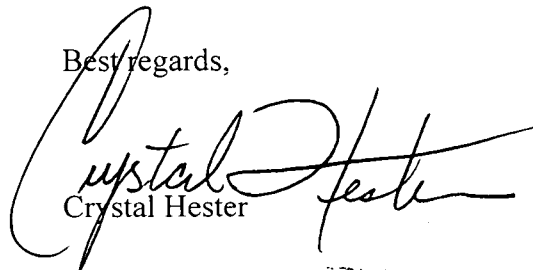
Re: *Wells Fargo Bank, N.A. as Trustee for Bear Stearns Asset Backed Securities I Trust 2004-BO1 v. Betty L. Tangeman, Barry D. Mallek, Alice R. Mallek, Donald Coggins, and Jr Delbert R. Tangeman*
South Carolina Court of Appeals Case No. 2017-002200

Dear Ms. Kitchings:

In connection with the above appeal, Jonathan Schulz submitted an (1) original and seven (7) copies of Respondent Wells Fargo's Motion for Leave to Supplement the Record on Appeal via Federal Express that you should be receiving today. Unfortunately, I inadvertently left out the \$25.00 filing fee check. Please find enclosed the check that should have been attached to that Motion. I apologize for any inconveniences this may have caused you.

Thank you for your assistance. Please do not hesitate to contact me should you have any questions or concerns about the above.

Best regards,


Crystal Hester

Enclosure

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ORIGIN ID: QWGA (704) 338-6127
JONATHAN SCHULZ
BRADLEY ARANT BOULT CUMMINGS LLP
214 NORTH TRYON STREET
SUITE 3700
CHARLOTTE, NC 28202
UNITED STATES US

SHIP DATE: 03OCT18
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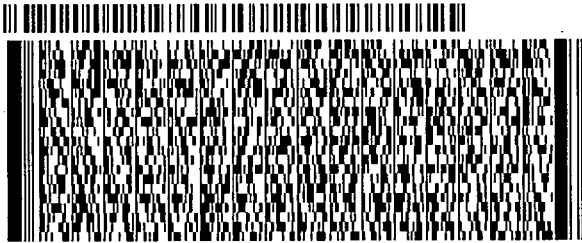
TO JENNY A. KITCHINGS, CLERK OF COURT
SOUTH CAROLINA COURT OF APPEALS
1220 SENATE STREET

COLUMBIA SC 29201

(803) 734-1890
INV:
PO:

REF: 208941-301054
DEPT:

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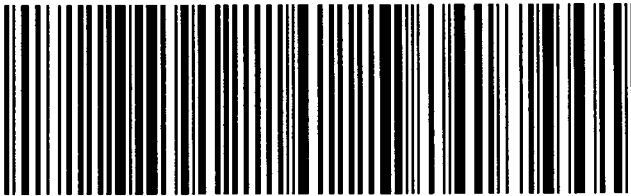


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