

APPELLANT'S FINAL REPLY BRIEF

THE STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

APPEAL FROM SPARTANBURG COUNTY
Court Of Common Pleas

The Honorable Judge Gordon Cooper
Master In Equity

RECEIVED
OCT 22 2018
SC Court of Appeals

Appellate Case No 2017-002200

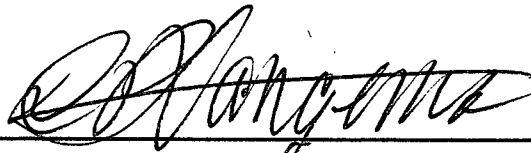
Circuit Court Case No.2010-CP-42-0587

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

V.

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

October 22, 2018



By DELBERT R. TANGEMAN

104 RIVERSIDE LANE

DUNCAN, S. C. 29334 (864)303-4282

#

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INCLUDED IN THE APPELLANT'S FINAL BRIEF**

THE STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

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

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

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

DESIGNATION OF MATTER INCLUDED IN THE APPELLANT'S FINAL REPLY BRIEF

- 1. Respondent's Motion for summary judgment
- 2. Order of October 7, 2017, denying defendant's Motion to Open the Case, (In my file).
- 3. Legal Standing Statutes & Legal Review of Standing related to the transcript
- 4. Fraudulent Statements by Attorney and Judge Cooper “ “ “ “
- 5. Due Process “Denial of Due of Process” and “Foreclosure Process” “
- 6. Alonges issue and “Legal Conveyances and Endorsements” “
- 7. Appellant's' brief in response to the transcript
- 6. Appellant's exhibits pages 1-8

I certify that this designation contains no matter which is irrelevant.

Delbert R. Tangeman Oct. 22, 2018

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

THE STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

APPEAL FROM SPARTANBURG COUNTY

Court Of Common Pleas

The Honorable Judge Gordon Cooper
Master In Equity

Appellate Case No 2017-002200

Circuit Court Case No.2010-CP-42-0587

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

V.

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

PROOF OF SERVICE OF APPELLANT'S FINAL REPLY BRIEF

The Appellant hereby certifies that he did deposit his Record on Appeal and Designation of Matter mailing the same in the U.S. Postal service postage prepaid to the following:

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

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

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

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

October 22, 2018

 Delbert R. Tangeman

104 Riverside Lane Duncan, SC 29334 (864)303-4282

PROOF OF SERVICE

The Appellant hereby certifies that he did deposit **FINAL REPLY BRIEF** k by mailing the same in the U.S. Postal service postage prepaid to the following parties:

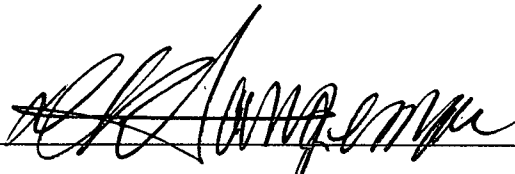
Marghretta Shisko, Esq., Attorney for Malleks P.O. Box 3547 Sptg, S/C/ 29304

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

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

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

October 22, 2018



Delbert R. Tangeman 104 Riverside Lane Duncan, SC 29334

(864)303-4282

1-6

STATE OF SOUTH CAROLINA
COUNTY OF SPARTANBURG

IN THE COURT OF COMMON PLEAS

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

PLAINTIFF,

vs.

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

DEFENDANT(S)

PLAINTIFF'S NOTICE OF MOTION AND
MOTION FOR SUMMARY JUDGMENT

(NON-JURY MORTGAGE
FORECLOSURE)

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

TO: DONALD C. COGGINS, JR., ATTORNEY FOR DEFENDANTS BARRY D.
MALLEK, ALICE R. MALLEK DONALD C. COGGINS, JR., DEFENDANT
DELBERT R. TANGEMAN AND DEFENDANT BETTY L. TANGEMAN:

PLEASE TAKE NOTICE that the Plaintiff, through its undersigned counsel, will move before Gordon G. Cooper as Master in Equity for Spartanburg County on the 10th day after service hereof at 180 Magnolia Street, Judicial Center, 3rd Floor, Suite 901, Spartanburg, SC 29306, or as soon thereafter as may be convenient to the Court and counsel, for an Order granting the Plaintiff summary judgment on Plaintiff's cause of action for foreclosure of its mortgage pursuant to Rule 56 of the South Carolina Rules of Civil Procedure. The Plaintiff makes this motion on the grounds that there is no genuine issue as to any material fact and the Plaintiff is entitled to judgment as a matter of law. This motion is based on the attached affidavit of debt, pleadings in this case, and applicable South Carolina case and/statutory law.

S/John B. Kelchner
John B. Kelchner (SC Bar No. 13589)
HUTCHENS LAW FIRM
P.O. Box 8237 (29202)
240 Stoneridge Dr.
Columbia, SC 29210
(803) 726-2700
john.kelchner@hutchenslawfirm.com
Attorney for Plaintiff
March 6, 2017

2

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF SPARTANBURG

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

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

AFFIDAVIT OF AMOUNT DUE

PLAINTIFF,

vs.

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

DEFENDANT(S).

I, Chastrie R. Eloi, being of lawful age and being first duly sworn on oath, states and deposes as follows:

1. I am the Contract Management Coordinator of Ocwen Loan Servicing, LLC ("Ocwen"), servicer for Wells Fargo Bank, N.A. as Trustee for Bear Stearns Asset Backed Securities I Trust 2004-BO1 ("Plaintiff"). As such, I am authorized to make this Affidavit. I am over the age of eighteen years, and I have personal knowledge of the facts and matters stated herein based on my review of the business records defined below. The statements set forth in this Affidavit are true and correct, to the best of my knowledge and belief.

2. In the regular performance of my job functions, I have access to and am familiar with the business records (the "Records") relating to the servicing of the mortgage loan at issue in this foreclosure action (the "Loan"). The Records summarized herein constitute records or data compilations of transactions relating to the Loan (the "Transactions"), and were made and are maintained in the regular and usual course of business. The Records were made at or near the time by, or from information transmitted from, a person with knowledge of the Transactions. I reviewed and relied upon the Records in executing this Affidavit.

3. According to the Records, the Plaintiff is authorized to enforce the negotiable instrument secured by the mortgage.

4. According to the Records, the Defendant's/Defendants' last accepted payment was applied to the installment contractually due for June 12, 2010, and the

Defendant's/Defendants' is/are therefore in default for failure to tender the required monthly payments when due. All sums due and owing pursuant to the terms of the promissory note and mortgage have been accelerated.

5. According to the Records, as of February 13, 2017, there is now due and owing upon said Loan the following amounts:

a) Principal due on the note		\$	36,536.36
b) Deferred Principal Balance		\$	0.00
c) Interest (at date of default 9.75000%) from 6/13/2010 to 2/13/2017		\$	23,764.90
d) Late Charges		\$	312.00
e) Escrow Balance:		\$	9,639.65
Taxes for the Year(s) 2013-2016	\$4,574.70		
Insurance for the Year(s) 2014-2016	\$1,179.00		
Escrow Payments/Credits	\$0.00		
Prior Servicer Escrow Balance (if applicable)	\$3,885.95		
f) Interest Arrearage		\$	0.00
g) Prior servicer fees		\$	6,194.52
h) Suspense Account (debits/credits)		\$	(1.89)
i) Additional Costs:		\$	922.00
Property Inspections	\$416.00		
Property Valuation Fee/BPO	\$231.00		
Property Preservation/Maintenance Fee	\$0.00		
Certified Mail Cost	\$0.00		
Other Fees/Costs	\$0.00		
Bankruptcy Costs	\$0.00		
Title Search Expenses	\$250.00		
Foreclosure Fee/Costs (paid through 8/10/2016)	\$25.00		
Total Due		\$	77,367.54

6. As a result of Defendant's/Defendants' default under the note and mortgage sued upon herein, Plaintiff retained the attorney of record and authorized the filing of this action. Further, Plaintiff has agreed to be bound and obligated itself to pay said attorney for his/her services such sum as the Court shall adjudge to be reasonable.

7. This document also authorizes the attorney of record, or his/her representative, to testify on behalf of Plaintiff in this foreclosure action.

Dated: 2/22/2017

Affiant Signature: Chastrie R Eloi

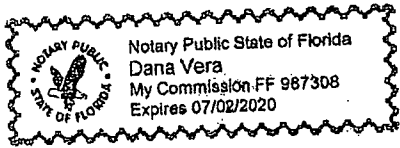
Print Name: Chastrie R. Eloi

Title: Contract Management Coordinator
Ocwen Loan Servicing, LLC
servicer for Wells Fargo Bank, N.A. as Trustee for Bear Stearns Asset Backed Securities I Trust 2004-BO1

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 22 day Feb of 2017, by Chastrie R. Eloi as Contract Management Coordinator for Ocwen Loan Servicing, LLC who is the servicer for Wells Fargo Bank, N.A. as Trustee for Bear Stearns Asset Backed Securities I Trust 2004-BO1, who is personally known to me or who has produced _____ as identification.

[Signature]
Signature of Notary Public
Name of Notary Public: Dana Vera



Personally known: ✓
OR Produced Identification: _____
Type of Identification Produced: _____

STATE OF SOUTH CAROLINA
COUNTY OF SPARTANBURG

IN THE COURT OF COMMON PLEAS

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

PLAINTIFF,

vs.

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

DEFENDANT(S)

CERTIFICATE OF SERVICE

(NON-JURY MORTGAGE
FORECLOSURE)

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

I, the undersigned, do hereby certify that on March 6, 2017, I served on the person(s) below a copy of Plaintiff's Notice of Motion and Motion for Summary Judgment in the above-referenced case by via E-filing or depositing same in the United States Mail with sufficient postage affixed and addressed as follows:

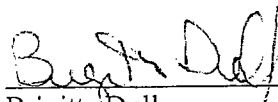
Betty L Tangeman
104 Riverside Lane
Duncan, SC 29334

Betty L 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.

Delbert R. Tangeman
104 Riverside Lane
Duncan, SC 29334

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



Brigitte Dull

Senior Legal Assistant
HUTCHENS LAW FIRM
P.O. BOX 8237
Columbia, SC 29202
803-726-2700

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

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

ELECTRONICALLY FILED - 2017 Mar 06 12:12 PM - SPARTANBURG - COMMON PLEAS - CASE#2010CP4205847

6

Order Received on the
10-7-17

7



T-12

HIGH PERFORMANCE LAW™

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

Offices In:
Fayetteville, Charlotte, Wilmington, NC | Columbia, SC
240 Stoneridge Drive
Columbia, SC 29210

P.O. Box 8237
Columbia, SC 29202

September 28, 2017

Betty L. Tangeman
104 Riverside Lane
Duncan, SC 29334

Delbert R. Tangeman
104 Riverside Lane
Duncan, SC 29334

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

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

Donald C. Coggins, Esq.
P.O. Box 3547
Spartanburg, SC 29304
*Attorney for Defendants Alice R. Mallek
And Donald C. Coggins, Jr.*

Re: Wells Fargo Bank, N.A. as Trustee for Bear Stearns Asset Backed Securities I Trust 2004-BO1
vs. Betty L. Tangeman, et al.
Docket Number: 2010-CP-42-05847

Dear Sir/Madam:

Enclosed and served upon you, please find a filed, signed copy of the Order Denying Motion to Reconsider and Reopen Case of Defendant Delbert R. Tangeman.

Sincerely,

Samantha J. Rhoades
Samantha J. Rhoades

Legal Assistant

cc: The Honorable Gordon G. Cooper

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

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

Firm Case No. 1201588 (CVL.CAE)

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-B01,

PLAINTIFF,

vs.

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

DEFENDANT(S)

ORDER DENYING MOTION TO RECONSIDER AND REOPEN CASE OF DEFENDANT DELBERT R. TANGEMAN

(NON-JURY MORTGAGE FORECLOSURE)

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

This matter came before this Court on September 25, 2017 upon the Motion to Reconsider and Reopen Case, ("Motion"), of Defendant Delbert R. Tangeman, ("Defendant"). Appearing at the hearing were John B. Kelchner, counsel for Plaintiff Wells Fargo Bank, N.A. as Trustee for Bear Stearns Asset Backed Securities I Trust 2004-B01, ("Plaintiff") and Defendant representing himself pro se.

INTRODUCTION AND PROCEDURAL HISTORY

The within action was filed on November 3, 2010 to foreclose on real property located in Spartanburg County. Thereafter, Defendant Betty L. Tangeman and Defendant filed counterclaims, which were subsequently dismissed. This Court issued an Order and Judgment for Foreclosure and Sale on May 11, 2017 ("Judgment"). Plaintiff served a copy of the Judgment on all Defendants on May 23, 2017 by mail as shown by that Certificate of Service filed May 24, 2017. Pursuant to the Judgment, the subject property was sold at public sale on June 5, 2017. On June 15, 2017, Defendant filed the Motion. Plaintiff served all parties with Notice of the hearing on the Motion on August 8, 2017.

STANDARD OF REVIEW

"A motion to alter or amend the judgment shall be served not later than 10 days after receipt of written notice of the entry of the order." Rule 59(e), South Carolina Rules of Civil Procedure. (SCRCP) "A party may wish to file such a motion when she believes the Court has

misunderstood, failed to fully consider, or perhaps failed to rule on an argument or issue, and the party wishes for the Court to reconsider or rule on it. A party must file such a motion when an issue or argument has been raised, but not ruled on, in order to preserve it for appellate review.” *Elam v. South Carolina Dept. of Trans.*, 361 S.C. 9, 24, 602 S.E.2d 772, 780 (2004). “The purpose of Rule 59(e), SCRCPP, to alter or amend the judgment is to request the trial judge to ‘reconsider matters properly encompassed in a decision on the merits.’” *Arnold v. State*, S.C. 157, 172, 420 S.E.2d 673, 675 (1992).

“On motion and upon such terms as are just, the court may relieve a party or his legal representative from a final judgment, order, or proceeding for the following reasons: (1) mistake, inadvertence, surprise, or excusable neglect; (2) newly discovered evidence which by due diligence could not have been discovered in time to move for a new trial under Rule 59(b); (3) fraud, misrepresentation, or other misconduct of an adverse party; (4) the judgment is void; (5) the judgment has been satisfied, released, or discharged, or a prior judgment upon which it is based has been reversed or otherwise vacated, or it is no longer equitable that the judgment should have prospective application.” Rule 60(b) SCRCPP. “A party seeking to set aside a judgment has the burden of presenting evidence entitling him to the requested relief.” *Perry v. Heirs at Law of Gadsden*, 357 S.C. 42, 46 590 S.E.2d 502, 504 (Ct. App. 2003); *See* Rule 60(b) SCRCPP. “Whether to grant or deny a motion for relief from judgment lies within the sound discretion of the judge.” *Raby Const., L.L.P v. Orr*, 358 S.C. 10, 18 594 S.E.2d 478, 482 (2004); *See* Rule 60(b) SCRCPP.

CONCLUSIONS OF LAW

Defendant bases his Motion on a recitation of affirmative defenses previously made in his responsive pleadings including failure to apply payment correctly, Plaintiff’s lack of standing, and the applicable statute of limitations barring Plaintiff’s action. In addition, Defendant claims that he was not served properly. Defendant does not reference with which pleadings, notices or orders he was improperly served.

Defendant does not reference the Rule under which he makes the Motion, SCRCPP Rule 59(e) or 60(b). Under Rule 59(e), Defendant would have been required to move within ten days of receipt of the Judgment. The Judgment was filed on May 11, 2017 and served on May 23, 2017 but Defendant did not file his Motion until June 15, 2017. Therefore, his Motion was not timely filed.

Even if this Motion would have been considered timely, Defendant still failed to meet the requirements of Rule 59(e). This Court determined that Plaintiff established that it was the holder of the subject loan with the right to bring the within action by presenting a properly endorsed Note, Mortgage, and correct chain of assignments of the Mortgage. Plaintiff presented sufficient evidence reflecting the existence of a contract, the breach of said contract, and its damages resulting from that breach. The statute of limitations cited by Defendant is not applicable to mortgage foreclosure actions. Finally, this Court finds that Defendant was properly served with the Complaint, all notices of hearings in this case, and the Judgment.

Defendant's Motion also fails to meet the burden of presenting evidence in accordance with Rule 60(b) SCRCP. Defendant offers no evidence that the Judgment should be set aside by virtue of mistake, inadvertence, surprise or excusable neglect. Likewise, Defendant presented no newly discovered evidence nor sufficiently alleged any fraud, misrepresentation, or other conduct by an adverse party justifying reconsideration of the Judgment. The Judgment is not void nor has it been satisfied, released or discharged.

IT IS THEREFORE ORDERED that the Defendant's Motion is denied.

IT IS SO ORDERED.

JUDGE'S SIGNATURE PAGE TO FOLLOW



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: Order/Other

It is So Ordered

s/Judge Gordon G Cooper-3065

12

STATE OF SOUTH CAROLINA
COUNTY OF SPARTANBURG

IN THE COURT OF COMMON PLEAS

<p>Wells Fargo Bank, N.A. as Trustee for Bear Stearns Asset Backed Securities I Trust 2004-BO1,</p> <p style="text-align: right;">PLAINTIFF,</p> <p style="text-align: center;">vs.</p> <p>Betty L. Tangeman; Barry D. Mallek; Alice R. Mallek; Donald C. Coggins, Jr.; Delbert R. Tangeman,</p> <p style="text-align: right;">DEFENDANT(S)</p>

CERTIFICATE OF SERVICE
(NON-JURY MORTGAGE FORECLOSURE)
C/A NO: 2010-CP-42-05847

I, the undersigned, do hereby certify that on today's date, I served on the person(s) below a filed copy of the signed Order Denying Motion to Reconsider and Reopen Case of Defendant Delbert R. Tangeman for the above-referenced case by e-file and/or depositing same in the United States Mail with sufficient postage affixed and addressed as follows:

Betty L. Tangeman
104 Riverside Lane
Duncan, SC 29334

Delbert R. Tangeman
104 Riverside Lane
Duncan, SC 29334

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

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

Donald C. Coggins, Esq.
P.O. Box 3547
Spartanburg, SC 29304
*Attorney for Defendants Alice R. Mallek
And Donald C. Coggins, Jr.*

This the 28th of September, 2017

BY: *Samantha J. Rhoades*
Samantha J. Rhoades
Legal Assistant
Hutchens Law Firm
P.O. Box 8237
Columbia, SC 29202
803-726-2700

13

FORM 1
NOTICE OF APPEAL IN A CIVIL CASE

THE STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

RECEIVED
OCT 13 2017
SC COURT OF APPEALS

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

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

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

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

NOTICE OF APPEAL

Upon defendant's motion to "open the case" heard by Honorable Judge Gordan
Cooper September 25, 2017. Defendants received Judge Cooper's Order in our mail
box Saturday, October 7, 2017, which denied defendant's motion to "Open the Case.
Therefore Appellates are appealing to the Court of Appeals for justice.

October 12, 2017,
Delbert Tangeman
Delbert R. Tangeman.Pro Se 104 Riverside Lane, Duncan, SC 29334, 864-303-4282,
Appellate

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

15

14

1 STATE OF SOUTH CAROLINA

COURT OF COMMON PLEAS

2 COUNTY OF SPARTANBURG

3 WELLS FARGO BANK, N.A., AS)
4 TRUSTEE FOR BEAR STEARNS)
ASSET BACKED SECURITIES I TRUST)
2004-BO1,)

5 PLAINTIFF,

6 -VS-

TRANSCRIPT OF TESTIMONY

7 BETTY L. TANGEMAN, BARRY D.)
8 MALLEK AND ALICE R. MALLEK;)
DONALD C. COGGINS, JR., AND)
9 DELBERT R. TANGEMAN,)

(2010CP42-5847)

10 DEFENDANTS.

11

12 REFERENCE HELD: SEPTEMBER 25, 2017.

13 B E F O R E: HONORABLE GORDON G. COOPER,
14 MASTER-IN-EQUITY FOR SPARTANBURG COUNTY.

15 THE HUTCHENS LAW FIRM,
16 BY: JOHN B. KELCHNER, ESQUIRE
Attorneys for the Plaintiff.

17
18 Delbert R. Tangeman is present.

19 RECEIVED
20 NOV 17 2017
21 SC Court of Appeals

Sarah Hollis, Court Reporter

22
23
24
25

1 THE COURT: We go on the record in the case of Wells Fargo Bank, N. A., as Trustee for Bear
 2 Stearns Asset Backed Securities I Trust 2004-B01, versus Betty L. Tangeman, Barry D. Mallek
 3 and Alice R. Mallek, Donald C. Coggins, Jr., and Delbert R. Tangeman. All right. This is the
 4 hearing on the Motion to Reconsider filed by Mr. Tangeman, Delbert R. Tangeman. This is
 5 Case Number 2010-5847. The foreclosure order was filed on May 11, 2017. The foreclosure
 6 sale took place on June 5, 2017. The Motion to Reconsider and Open the Case was filed by
 7 Delbert R. Tangeman. And the Certificate of Service attached to his Motion is dated June 15,
 8 2017. All right, Mr. Tangeman.

9 MR. TANGEMAN: Yes sir.

10 THE COURT: It is your motion.

11 MR. TANGEMAN: Yes sir. You want me to present?

12 THE COURT: Yes sir. You filed your Motion to Reconsider. So now is the hearing based on
 13 your motion.

14 MR. TANGEMAN: To open the case. Yes.

15 THE COURT: All right.

16 MR. TANGEMAN: Well Your Honor, I base my motion upon several things. Number one is
 17 that the Plaintiff does not possess a legal note. The note that was filed was recopied numerous
 18 times and when you start copying things you can put most anything on the note that you want.
 19 And so it turns out as it did. As far as that the number on the note was blotted out so that there
 20 is no account number at all showing. And another reason is that the three (3) year Statute of
 21 Limitations which is Code 15-3-510 on collecting a debt in South Carolina expired several years
 22 ago. And also three (3) other attorneys have attempted to file a lawsuit against me but then they
 23 retired or something happened but anyway they never did shown up in Court. And then I don't
 24 see any chain of allonges or assignments or endorsements attached to the fraudulent note. And
 25 the buyers of the note should have something in writing. An allonge or an affidavit proving that

1 there was legal transference for the note. Actually, the three (3) year Statute of Limitations
2 should close this case. And those are the main reasons for opening the case that I presented.

3 THE COURT: All right. Thank you. Counsel.

4 MR. KELCHNER: John Kelchner on behalf of the Plaintiff, Your Honor. Your Honor, I will
5 refer to the Defendant's Motion, the Reconsideration Motion in which he recited in his argument
6 this morning. These issues all were brought up prior to the judgment being filed and the Motion
7 for Summary Judgment being filed. Mr. Tangeman's counterclaims were dismissed. I believe
8 there is a Motion to Reconsider which was also dismissed. At the hearing he argued again with
9 respect to standing. The issues with respect to the payments and the property insurance also
10 were addressed at the hearing. Your Honor, was well within his discretion to find that the
11 Plaintiff had proper standing. We had the original note at the hearing. A properly endorsed
12 note. With respect to the redactions that were referenced, on the note we have to do that with
13 respect to protecting personally identifiable information. None of the arguments raised
14 including the arguments with respect to service of various pleadings provide grounds to set this
15 aside pursuant to Rule 60. The Defendant was properly served with the pleadings. Looking
16 back he was properly served with the Notice of Hearing for the Motion for Summary Judgment
17 and he was properly served with the Decree on May 23. Furthermore, there was no 59(e)
18 Motion filed within ten (10) days of the Judgment being filed. There is nothing under Rule
19 60(b). There is no new discovered evidence. Allegations for the stay pursuant to the Judgment
20 that gives grounds to set this aside pursuant to Rule 60(b). So the Plaintiff would respectfully
21 request that the Defendant's motion be denied. Thank you.

22 THE COURT: Anything further Mr. Tangeman?

23 MR. TANGEMAN: Yes. I am still wondering why we can foreclose on a piece of property that
24 the statues of limitation has expired on. How can that be? I thought that we were here to
25 uphold the law not ignore it.

1 THE COURT: Counsel do you want to address that?

2 MR. KELCHNER: Well Your Honor, first the statute cited is not applicable to foreclosure
3 actions. The law in South Carolina is that the law of special limitations expires twenty (20)
4 years after the maturity date. If there is no maturity date on the note it will be twenty (20) years
5 after the note originated. The borrower was in default for the July 2010 due date. The
6 Complaint was filed in December of 2010. So even if this statute applied, the Plaintiff properly
7 complied with that statute by filing the case and taking action within less than six (6) months of
8 the default date. And the fact that the case has been ongoing for several years the case can't just
9 be strung out and then after three (3) years be dismissed by allegations that the statute of
10 limitations has expired. So Your Honor this argument in addition to being already addressed at
11 the Motion for Summary Judgment hearing is not applicable, Your Honor. And we would
12 request again that argument would not be considered as legitimate information.

13 THE COURT: All right.

14 MR. TANGEMAN: Well Your Honor, I disagree. He hasn't stated anything that proves that
15 the statute of limitations does not apply.

16 THE COURT: All right. Mr. Tangeman this Court has always found that the Statute of
17 Limitations does not apply. Especially this case has been pending for ten (10) years and I
18 remember when it started. And this statute of limitations once the filing took place it took place
19 within six (6) months of the default of the payment. The statute of limitations that you are
20 addressing or attempting to apply to this case does not apply in this case. So I am finding that it
21 does not apply in this case. And this matter has been brought up several times and it still does
22 not apply. The other issue that I have is and I have continually told you that when you select
23 yourself as your attorney then I have got to hold you to the same level as an attorney. And that
24 being said you did not file this Motion within the ten (10) days as required by the Rules of Civil
25 Procedure. And that is why when we started I specifically set out on the record the dates of the

1 entry of the Order. The dates of the Certificate that the attorneys for the Plaintiff sent you copies
 2 of all pleadings. The other matters that you are addressing as far as the notes, I find in the Order
 3 and throughout this that they were proper assignments of these documents to the present Plaintiff
 4 and in fact in the Order dated May 11, I again confirmed that there were proper assignments to
 5 the present Plaintiff. And found that the loan created a first priority mortgage on this subject
 6 property. So based on all of these findings, I am going to deny the Motion for Reconsideration
 7 or Reconsideration and Opening the Case. So I am denying that Motion. Counsel if you would
 8 prepare the appropriate Order.

9 MR. KELCHNER: Thank you, Your Honor. I will.

10 THE COURT: And send a copy to Mr. Tangeman.

11 MR. KELCHNER: Yes, Your Honor.

12 THE COURT: Just like you did with the last order as far as a certificate.

13 MR. KELCHNER: Yes sir.

14 THE COURT: But e-file it as well.

15 MR. KELCHNER: Yes sir.

16 THE COURT: And Mr. Tangeman if you want to see the Order prior to it being received by you
 17 it will be electronically filed and available on line with the clerk's filing.

18 MR. TANGEMAN: Your Honor, I don't know how to do that online.

19 THE COURT: Well you will get the Order within the time frame just like you did with the
 20 Order that was originally entered back in May of 2017.

21 MR. TANGEMAN: Your Honor, I couldn't get to it and I don't know why. I even had - - well
 22 somebody gave me the how to do it but I still couldn't get it and if I could come to your Office
 23 and pick it up. I could do that.

24 THE COURT: We don't provide it. We e-file it and you can get a copy at the Clerk's office
 25 downstairs.

- 1 MR. TANGEMAN: Your Honor, I got a copy before from here.
- 2 THE COURT: We don't have a copy now. But the e-filing - - Mr. Tangeman listen to me. If
3 you want a copy - - counsel do you have an email Mr. Tangeman?
- 4 MR. TANGEMAN: Yes sir.
- 5 THE COURT: All right. If you would write it down and give it to counsel. I don't want it on
6 the record because as counsel has stated you have to be very concerned about things that make it
7 onto the record. So if you would write it down and give it to him. And if you would e-mail a
8 copy as well after I electronically file it.
- 9 MR. KELCHNER: Yes, Your Honor.
- 10 THE COURT: But that will be available in the Clerk's office on the second floor of this
11 building. We are on the third (3) floor now. So as soon as I sign it electronically it will be filed
12 in the Clerk's office.
- 13 MR. TANGEMAN: So I can pick up a copy in the Clerk's office?
- 14 THE COURT: They can run you off a copy there but counsel is going to also e-mail you a copy
15 at the e-mail address that you provide to him. *he did not do that*
- 16 MR. TANGEMAN: All right.
- 17 THE COURT: Do you have something to write on?
- 18 MR. TANGEMAN: Yes sir.
- 19 THE COURT: All right. Counsel if you would do that as a courtesy to Mr. Tangeman as well.
- 20 MR. KELCHNER: Yes sir.
- 21 THE COURT; All right. Counsel can you read it?
- 22 MR. KELCHNER: I am sorry.
- 23 THE COURT: Can you read what he wrote? Can you tell what it is?
- 24 MR. KELCHNER: Yes, Your Honor.
- 25 THE COURT: All right. If you will prepare that like I said and e-file it and I will sign it s soon

1 as I get it and when you get it back if you will e-mail a copy and also send it to him by regular
2 mail.

3 MR. KELCHNER: Yes, Your Honor.

4 THE COURT: All right.

5 MR. KELCHNER: Thank you.

6 THE COURT: All right. Mr. Tangeman have a good day.

7 MR. TANGEMAN: Thank you.

8 -----END OF MOTIONS-----

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1 STATE OF SOUTH CAROLINA

2

COURT OF COMMON PLEAS

3 COUNTY OF SPARTANBURG

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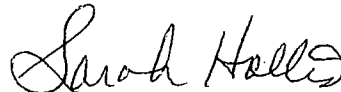
CERTIFICATE

6

7 I, the undersigned Sarah Hollis, Court Reporter for the Master-In-Equity for the County
8 of Spartanburg, State of South Carolina, do hereby certify that the foregoing is a true and
9 accurate Transcript of Testimony of the proceedings had at the motions hearing of the captioned
10 case, before the Honorable Gordon G. Cooper, Master-In-Equity for Spartanburg County, South
11 Carolina, on the 25th day of September, 2017.

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

13



14

Sarah Hollis

15

Court Reporter

16

17 **SWORN** to before me this

18 9th day of October, 2017.

19 Spartanburg, South Carolina.

20

21

22

23



24

Notary Public for South Carolina

25

My Commission Expires: September 13, 2026.

INITIAL STATEMENT

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

Tangeman erred in attempting to appeal Judge Cooper's order denying Tangeman's **MOTION TO RECONSIDER**. Instead, Tangeman responded to Mr. Kelchner's "**NOTICE OF HEARING...to open the case**"... SCHEDULED FOR SEPTEMBER 25TH, 2017.

ISSUE OF STANDING & REVIEW OF LEGAL STANDING

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

LEGAL REVIEW IN ORDER TO PROVE “STANDING

1. “**INJURY:** The plaintiff must have suffered or imminently will suffer injury. The injury must not be abstract and must be within the zone of interests meant to be regulated or protected under the statutory or constitutional guarantee in question.”

- A. The injury was self-inflicted. GMAC sent back to Appellant payments amounting to more than \$6,800.00. Therefore, Appellant just gave up and quit sending payments. (Exhibit # 4)
- B. After several years, the debt grew so large that it passed the real value of the property. Respondent sent to various Attorneys applications for “LOAN MODIFICATION”. None responded...Those efforts went nowhere!

2. “**CAUSATION:**” The injury must be reasonably connected to the defendant’s conduct.”

- A. There is no “reasonability factor” that could possibly be the fault of the Appellant. He made every reasonable effort to send GMAC payments due them, but GMAC kept returning them. GMAC’s injury was self-inflicted!
- B. The fault was that **GMAC was a predatory Lender.** “A Wicked Default is the third most common form of wrongful foreclosure we see is when a lender, takes nefarious action to put a loan into default, resulting in a situation where the borrower is unable to cure the default. Maybe, the lender declined payments, such as was done by GMAC... Maybe, because

of a catch clause in the contract, which escalated the interest rate way too high. Thereby forcing a default. There are generally three ways to attack these types of loans: to attack based on fraud, to attack based on usury, and to attack based on improper foreclosure proceeding...and the Appellant intends to pursue those and more.

C. The fault is also in the law that President Bill Clinton passed, requiring lenders to approve mortgages to mortgagees even if they had little or no income. Hence, the year 2008 financial collapse of many banks.

3. **“REDRESSABILITY:”** A favorable court decision must be likely to redress the injury.

A. Now the larger, bigger, vulture Banks, like Wells Fargo, are “unreasonably” and unjustly seizing properties from Appellants like myself whose incomes were dependant upon tenants whom the subprime lenders took away from them.

B. Where is the justice and fairness in the law to favor “Redressability” when GMAC and even Bear Stearns committed legal suicide by filing for Bankruptcy!? Therefore, Appellant Prays the Court to find in his favor!

4. **“OTHER REQUIREMENTS:** There are other requirements imposed by the Appeals Court and made law:

A. A party may only assert his or her own rights and cannot raise the claims of a third party who is not before the court.

B. If the court deems that Wells Fargo has not passed the “no Space test,” or

intrinsic fraud, or due process clauses as legal holder of said "NOTE" then, does that mean that all other holders of the NOTE become third parties who are not before the court?

PROPER vs. IMPROPER ENDORSED ALONGES

Properly endorsed alonges **MUST MEET THE "NO SPACE" TEST AS REQUIRED BY SOUTH CAROLINA LAW.**

Both. the attorney for Wells Fargo and the judge are guilty of "misleading the court..."

in that." Intrinsic fraud is defined as "fraud which misleads a court in determining issues and induces the court to find for the party perpetrating the fraud. (SEE PAGE 3 LINES 11 AND 12 WHEREIN RESPONDENT STATED "WE HAD THE ORIGINAL NOTE AT THE HEARING AND. A PROPERLY ENDORSED NOTE...." NEITHER STATEMENT WAS TRUE! WHY DID HE NOT SHOW ME THE NOTE? NEITHER WAS IT PROPERLY "ENDORSED." Even though Judge Cooper confirmed the endorsements were "proper" (see p.5, lines 4 & 5 in the transcript) THERE WAS TOTAL DISREGARD FOR THE "NO SPACE" RULE & LOOSE PAGES AS REQUIRED BY S.C. LAW.

(See section 30-7-80 (last 3^{lines}§))

MISLEADING STATEMENTS BY RESPONDENT AND THE COURT

Therefore, both the attorney and the Court made misleading statements.

This is a classic case of intrinsic fraud regarding perjured testimony or “presenting forged documents at trial. Allegations that a party failed to disclose documents also generally amount to intrinsic, rather than extrinsic, fraud.” 2 Raby v. Orr, 358 S.C. 10, 594 S.E.2d 478 (2004) (Intrinsic fraud was misrepresentation about accounting practices), Bowman v. Bowman, 375 S.C. 146, 591 S.E.2d 654 (Ct. App. 2004)(Intrinsic fraud was failure to disclose information about retirement account), Chewing v. Ford Motor Co., 354 S.C. 72, 79 S.E.2d 605 (2003)(Fraud upon the court by an attorney, whether or not intrinsic or extrinsic, can be used to set aside a prior judgment), Chewing v. Ford Motor Co., 345 S.C. 28, 550 S.E.2d 584 (Ct. App. 2001)(**Fraud upon the court by an attorney, whether or not intrinsic or extrinsic, can be used to set aside a prior judgment** and court declined to follow reasoning of Bankers Trust v. Braten, 317 S.C. 547, 455 S.E. 2d 199 (Ct. App. 1995)), Hagy v. Pruitt, 339 S.C. 425, 529 S.E.2d 714 (2000) ...

“Intrinsic fraud is defined as “fraud which misleads a court in at 82, 579 S.determining issues and induces the court to find for the party perpetrating the fraud. The classic case of intrinsic fraud is perjured testimony or presenting forged documents at trial. Allegations that a party failed to disclose documents also generally amount to intrinsic,

rather than extrinsic, fraud.” Raby Const. LLP v. Orr; 358 S.C. 10, 594 S.E.2d 478 (2004)(citing Chewing, 354 S.C. E.2d at 610-11). See, e.g., Bryan v. Bryan, 220 S.C. at 169, 66 S.E.2d at 611; James F. Flanagan, South Carolina Civil Procedure at 485 (2d ed. 1996)”. ©2006 **Melissa F. Brown**

UNCLEAN HANDS

“Buckley may provide the practitioner with a recent equitable argument issued by our Supreme Court which does not look favorably upon those who are undeserving and who try to use the court rules to obtain a benefit they do not deserve. “

Wells Fargo has very “UNCLEAN HANDS.” WELLS FARGO CURRENTLY VS. BANK OF AMERICA, U.S. BANK, BB&T, Chase Bank, Credit Zendore, Regions Bank and Mortgage Bank. That says nothing about two (2) class action lawsuits currently going forward with Wells fargo’s illegal deceptions with their own depositors and their continued practice of forcing mortgagees to continue paying on mortgages after they are paid off. .

Recently our Supreme Court relied upon the equitable principle of unclean hands. The Court cited First Union Nat’l Bank of S.C. v. Soden, which

held that the doctrine of unclean hands will preclude a litigant from recovering in equity if that litigant acted unfairly.

“Federal Rule 60(b)(3), by its express terms, **permits judgments to be set aside for fraud**, whether the fraud is intrinsic or extrinsic.” Mr. G. v. Mrs. G, 320 S.C. 305, 465 S.E.2d 101 (Ct. App. 1995), fn. 2. (emphasis added). Chewing v. Ford Motor Co., 345 S.C. 28, 550 S.E.2d 584 (Ct. App. 2001)(Fraud upon the court by an attorney, whether or not intrinsic or extrinsic, can be used to set aside a prior judgment and court declined to follow reasoning of Bankers Trust v. Braten, 317 S.C. 547, 455 S.E. 2d 199 (Ct. App. 1995).

“Litigants should lose cases when the facts or the rules of substantive law are against them. They should not lose because their lawyer and judge disagreed on some fine point of evidence law.” E. Warrant Moise, Credibility and Character Evidence: History, Policy and Procedure (attachment” require? Physical Attachment New York UCC §3-202(2) states: **“An indorsement must be written by or on behalf of the holder and on the instrument or on a paper so firmly affixed thereto as to become a part thereof.”** This requirement tightened the NIL’s previous requirement that the indorsement “be written on the instrument itself or upon a paper attached thereto. **The change was deliberate, apparently designed to assure the indorsement would travel with the instrument.** This, it was thought,

would “protect subsequent purchasers from the risk that the present holder or a previous holder has negotiated the instrument to someone outside the apparent chain of title through a separate document”¹⁸...(Respondents had only one “**Allonge**” and that was an assignment from Bank One but the allonge does not address to whom the assigned firm was. All the others were assignments of mortgages, not the “note.”) (see Exhibits 11 thru 13)...by Lawrence

A GUIDE TO S.C. EVIDENCE 93 (1967) BY MELISA F. BROEN

“2003)(citing James F. Dreher, A Guide to S.C. Evidence 93 (1967)
 Raby v. Orr, 358 S.C. 10, 594 S.E.2d 478 (2004) (Intrinsic fraud was
 misrepresentation about accounting practices), Bowman v. Bowman, 375 S.C.
 146, 591 S.E.2d 654 (Ct. App. 2004)(Intrinsic fraud was failure to disclose
 information about retirement account), Chewing v. Ford Motor Co., 354 S.C.
 72, 79 S.E.2d 605 (2003)(Fraud upon the court by an attorney, whether or not
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354 S.C. 72, 79 S.E.2d 605 (2003)(Fraud upon the court by an attorney, whether or not intrinsic or extrinsic, can be used to set aside a prior judgment), Chewning v. Ford Motor Co., 345 S.C. 28, 550 S.E.2d 584 (Ct. App. 2001)(Fraud upon the court by an attorney, whether or not intrinsic or extrinsic, can be used to set aside a prior judgment and court declined to follow reasoning of Bankers Trust v. Braten, 317 S.C. 547, 455 S.E. 2d 199 (Ct. App. 1995)), Hagy v. Pruitt, 339 S.C. 425, 529 S.E.2d 714 (2000) (Misrepresentation to obtain consent for adoption is extrinsic fraud but party failed to prove extrinsic fraud here by clear and convincing evidence), Mr. G. v. Mrs. G, 320 S.C. 305, 465 S.E.2d 101 (Ct. App. 1995)(Misrepresentation about parentage is intrinsic fraud), Evans v. Gunter, 294 S.C. 525, 366 S.E.2d 44 (Ct. App. 1988)(Perjury was intrinsic fraud but court also found extrinsic fraud where a party was induced to sign a waiver form which denied his opportunity to be heard), Hilton Head Center of SC, Inc. v. Public Service Commission of SC, 294 S.C. 9, 362 S.E.2d 176 (1987)(Intrinsic fraud was misrepresentation), Ex Parte Corley, 247 S.C. 179, 146 S.E.2d 609 (1966)(Intrinsic fraud was perjury and false testimony), Bryan v. Bryan, 220 S.C. 164, 66 S.E.2d 609 (1951)(Intrinsic fraud was perjured testimony). 3 Raby Const. LLP v. Orr; 358 S.C. 10, 594 S.E.2d 478 (2004)(citing Chewning, 354 S.C. at 82, 579 S.E.2d at 610- 11). See, e.g., Bryan v. Bryan, 220 S.C. at 169, 66 S.E.2d at 611; James F.

Flanagan, South Carolina Civil Procedure at 485 (2d ed. 1996). 4 Id. 358 S.C. at 19, 594 S.E.2d at 483(citing Chewning, 354 S.C. at 81, 579 S.E.2d 610). 5 Id. 358 S.C. at 19, 594 S.E.2d at 482 (citing Chewning, supra). 6 Id. 358 S.C. at 18, 594 S.E.2d at 482 (As long as intrinsic fraud is relevant or can be used to attack a witness, whether or not intrinsic or extrinsic, can be used to set aside a case.” -Melissa F. Boren

DUE PROCESS OF LAW

“The Respondents deprived the Appellant of “Due Process” when they seized his property just a few days after the lower court’s “ORDER” was issued/published.

“This act set aside a prior judgment and court declined to follow reasoning of Bankers Trust v. Braten, 317 S.C. 547, 455 S.E. 2d 199 (Ct. App. 1995)), Hagy v. Pruitt, 339 S.C. 425, 529 S.E.2d 714 (2000).”

The lower Court issued an “ORDER FOR WRIT OF ASSISTANCE FOR DEFENDANTS ONLY.” (SEE EXHIBIT 8) This order was dated “the 17th day of November, 2017”, even though the Respondents Attorney had been informed

before the judge that the defendant was taking this to the Court of Appeals. (at

The residence was a duplex rented to two (2) tenants who were evicted instead of the Defendants. The residence was stripped of appliances, some glass windows were broken, and most likely all the wiring and copper pipes torn out.

(Note: The succeeding was copied from a N.Y. Law Journal verbatim) ***"A fundamental, constitutional guarantee that all legal proceedings will be fair and that one will be given notice of the proceedings and an opportunity to be heard before the government acts to take away one's life, liberty, or property. Also, a constitutional guarantee that a law shall not be unreasonable, Arbitrary, or capricious.***

"The constitutional guarantee of due process of law, found in the Fifth and Fourteenth Amendments to the U.S. Constitution, prohibits all levels of government from arbitrarily or unfairly depriving individuals of their basic constitutional rights to life, liberty, and property. The due process clause of the Fifth Amendment, ratified in 1791, asserts that no person shall "be deprived of life, liberty, or property, without due process of law." This amendment restricts the powers of the federal government and applies only to actions by it. The Due Process Clause of the Fourteenth Amendment, ratified in 1868, declares, "[N]or shall any State deprive any person of life, liberty, or property, without due process of law" (§ 1). This clause limits the powers of the states, rather than those of the federal government.

“The Due Process Clause of the Fourteenth Amendment has also been interpreted by the U.S. Supreme Court in the twentieth century to incorporate protections of the Bill of Rights, so that those protections apply to the states as well as to the federal government. Thus, the Due Process Clause serves as the means whereby the Bill of Rights has become binding on state governments as well as on the federal government. The concept of due process originated in English Common Law. The rule that individuals shall not be deprived of life, liberty, or property without notice and an opportunity to defend themselves predates written constitutions and was widely accepted in England.

(Appellant did not receive any notice served by a licensed or unlicensed server for either the **Complaint** **nore** the **Writ**.)

THE MAGNA CHARTA

“An agreement, signed in 1215 that defined the rights of English subjects against the king, is an early example of a constitutional guarantee of due process. That document includes a clause that declares, "No free man shall be seized, or imprisoned ... except by the lawful judgment of his peers, or by the law of the land" (ch. 39). This concept of the law of the land was later transformed into the phrase "due process of law." By the seventeenth century, England's North American colonies were using the phrase "due process of law" in their statutes.

“The application of constitutional due process is traditionally divided into the

two categories of Substantive Due Process and procedural due process. These categories are derived from a distinction that is made between two types of law. Substantive Law creates, defines, and regulates rights, whereas procedural law enforces those rights or seeks redress for their violation. Thus, in the United States, substantive due process is concerned with such issues as Freedom of Speech and privacy, whereas procedural due process is concerned with provisions such as the right to adequate notice of a lawsuit, the right to be present during testimony, and the right to an attorney.

ALONGES

“Though prevalent, these practices do not meet the technical requirements of the New York Uniform Commercial Code to make the transferee of a promissory note its “holder.” The potential result: unnecessary and totally avoidable legal issues if the purchaser or pledgee ever needs to establish it holds the note. **For example, in a foreclosure, these imperfections might let the borrower defeat a motion for summary judgment by claiming the plaintiff does not validly hold the loan.** The problem arises from a careful reading of the technical requirements of the UCC as in effect in New York (New York UCC).² New York is one of only two states (**S.C. see # 16 below**) that still use the antiquated 1951 version of UCC Article 3.3 The ‘No-Space Test’ Under any UCC, if a transferee (whether buyer or secured party) wants to become a “holder”⁴ of a negotiable instrument ⁵ —or, better, a “holder in due course”⁶—the transferor must first duly “negotiate” the instrument to the new holder. Negotiation of a negotiable ⁷ instrument requires delivery of the instrument to the holder with any necessary indorsement.⁸ Being a holder (even “in due course”) of an instrument is not necessarily the same as owning it, though some courts do not grasp the

distinction.⁹ An indorsement on the front or back of an instrument will unquestionably meet the test for “negotiation.” A separate piece of paper— today’s industry standard, the “allonge”—raises legal issues that impair its effectiveness as a valid indorsement. First, ancient principles of commercial law, possibly still good law in New York, prohibit use of any additional piece of paper for an indorsement as long as enough space remains to write the indorsement somewhere on the instrument itself (the “No-Space Test”). Second, even when the law allows a separate indorsement, the New York UCC literally requires an allonge to be “firmly affixed” to the instrument, a requirement that today’s practice generally flunks. Historically, the law disfavored use of an allonge to indorse an instrument. The majority view under all of the “law merchant,”¹⁰ the Uniform Negotiable Instruments Law (NIL),¹¹ and the common law applied the No-Space Test.¹² An overwhelming majority of courts in other states that have expressly considered this issue have repeatedly interpreted the 1951 version of UCC §3-202 to carry forward the No-Space Test.⁸

“On the other hand, quite a few cases have allowed a separate allonge under these circumstances.¹⁴ Only a few of these cases expressly considered whether a particular instrument still had room for an indorsement.¹⁵ These cases generally upheld an allonge without discussing the No-Space Test. No New York case expressly decides whether the New York UCC includes a No-Space Test. A few New York cases on allonges, #16 and a few from out of state applying the 1951 UCC, do not consider whether the instrument still had enough space for an indorsement. The Official Text of Revised Article 3 does not directly address a No-Space Test. But Official Comment 1 to Revised Section 3-204 says: “An indorsement on an allonge is valid even though there is sufficient space on the instrument for an indorsement.” If New York enacted

the Revised UCC, any concern about a No-Space Test would diminish to the vanishing point. **But New York, along with only South Carolina, hasn't done that.** at least a lingering concern in New York. And if lenders want to identify and mitigate every possible legal risk in their documents—as they do—they should assume, conservatively, that New York has a No Space Test.¹⁷ If New York law does not have a No-Space Test, or if a particular transaction has satisfied the test, counsel must then ask two more questions before using an allonge.

“Must the parties physically attach the allonge to the instrument being endorsed? If so, what does “physically attached” mean? (Note: there **ain't no** staple mark on the respondent's **Fake Note!** **(see exhibit 9 & 10).**”

THE ISSUE OF THE DEFAULT DATE
GMAC STARTED THE DEFAULT, NOT THE TANGEMANS

(See **Exhibit No. Four (4)** Wherein GMAC began returning all of Tangemans checks as listed on Exhibit (4). Also see the bottom of **(Exhibit No. (5)** where the first check returned to the Tangemans was dated 01/07/2008. Does the three (3) year statute of limitation which began to run from the date of default which was Jan. 7, 2008. **Does that three (3) statute stop the clock by which a legal complaint by the court can no longer file said complaint???** See check at the bottom of **exhibit 5.**(See Plaintiff words, page 4, lines 4-13 and lines 16-21 **exhibit # 2 attached**). The original Summons was filed November 3, 2010, when the current docket No. ending in 05847 was first issued (See Exhibit # 3). The Plaintiff is simply using undocumented dates out of thin air and certainly much more than six (6) months. More like (9) years. **Not six (6) months as implied.** Also see **(Exhibit No. five (5)** which

confirms the Jan. 7th, 2008 as beginning the date of Default

DEFAULT DATE:

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

ISSUE OF REGARDING REDACTIONS

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

ISSUE OF INSURANCE

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

(See Lines 9-11 page 3).

AP Langeman

40

Exhibit

#

1

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

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

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

TERMS FOLLOWING A APPLY ONLY IF CHECKED

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

Single Advance: I will receive all of this principal sum on SEP. 12, 2000. No additional advances are contemplated under this note.

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

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

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

Variable Rate: This rate may then change as stated below.

Change Dates: Each date on which the interest rate may change is called a Change Date. The interest rate may change _____ and on every _____ thereafter.

The Index: Beginning with the first Change Date, the interest rate will be based on the following index: _____

The most recent index value available as of the date 45 days _____ before each Change Date is called the "Current Index."

Calculation of Change: Before each Change Date, the Lender will calculate the interest rate, which will be _____ the Current Index. The result of this calculation will be rounded _____.

_____ The new interest rate will become effective on each Change Date. Subject to any limitations below, this will be the new interest rate until the next Change Date.

Limitations: The interest rate will never be greater than _____ % or less than _____ %.

The interest rate will never change on any single Change Date by more than _____ %.

Effect of Variable Rate: A change in the interest rate will have the following effect on the payments:
 The amount of each scheduled payment will change. The amount of the final payment will change.

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

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

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

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

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

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

ADDITIONAL TERMS: _____

PURPOSE: The purpose of this loan is CONSUMER REFINANCE

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

Signature for Lender _____
 _____ (Seal)
 _____ (Seal)
 _____ (Seal)

Betty L. Tangeman (Seal)
 BETTY L. TANGEMAN (Seal)
 _____ (Seal)
 _____ (Seal)

GMAC Mortgage

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

EXHIBIT # 2

*Exhibit #1
2*

date of default

05/14/08

BETTY L TANGEMAN

104 RIVERSIDE LN

DUNCAN

SC 29334-0000

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

DUNCAN SC 29334-0000

Dear BETTY L TANGEMAN

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

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

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

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

(continued on back)

EXHIBIT #3 issue of 3
Default date

STATE OF SOUTH CAROLINA
COUNTY OF SPARTANBURG
GMAC Mortgage, LLC,

Plaintiff,

v.

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

Defendant(s).

(008045-03409)

IN THE COURT OF COMMON PLEAS

DOCKET NO.

5847
42

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

11-3-10

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 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:

FILED
CLERK OF COURT
SPARTANBURG COUNTY
NOV 3 2010
11:30 AM
HOPKINS BACKLICKY

BI-LO #446
12189 GREENVILLE HWY
LYMAN SC 29365

102 Debit
in remittance the amount to this account as per

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

Exhibit
4
43

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

Code City/Codigo de la ciudad: HOME IA
Account #/Numero de cuenta: 0359064685
Reference #/Numero de referencia:
Attn/Atencion: DANIELLE #2485

\$ 2500.00
700.
700.
779.80
777.99
464.89
929.78

EXHIBIT # 4

Total of
payments returned
to TANGEMAN \$ 6,850.46



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

Agent Signature /
Firma del Agente

Customer Signature /
Firma del Cliente

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

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

GMAC Mortgage Account Statement

CUSTOMER INFORMATION

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

PROPERTY ADDRESS

102 OAK RIDGE CT APT A & B
 DUNCAN SC 29334

GMAC Mortgage

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

EXHIBIT # 5 44

01/23/07 14:50 0001032 20090331 IC365191 GMFRB 1 02 DOM IC36810000 146516 GM

#BWNHOPY
 #KW04724F89062#



BETTY L TANGEMAN
 104 RIVERSIDE LN
 DUNCAN, SC 29334-9505



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

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

Account Information

Account Number: 0359064685
 Current Statement Date: March 30, 2009
 Maturity Date: June 12, 2015
 Interest Rate: 9.75000
 Current Principal Balance*: \$38,915.03
 Current Escrow Balance: \$152.00
 Interest Paid Year-to-Date: \$1,576.41
 Taxes Paid Year-to-Date: \$0.00

Details of Amount Due/Paid

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

8/24/03
3,955.
464.89

March 12, 2009
8 1/2 months

May
March 12, 2009
began the default
default

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

Account Activity Since Last Statement

BETTY TANGEMAN
 104 RIVERSIDE LN
 DUNCAN, SC 29334

3370
 67-148/532
 BRANCH 431

1-2-08 DATE

PAY TO THE ORDER OF GMAC \$464.89

Four hundred sixty-four and 89/100 DOLLARS

First Citizens
First Citizens Bank and Trust Company, Inc.

FOR 0359064685 *Robert Tangeman*

⑆053201487175410 4091609⑈ 3370

© HARLAND 2004

Exhibit 45
6



HIGH PERFORMANCE LAW™

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

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

240 Stoneridge Drive, Suite 400
Columbia, SC 29210

P.O. Box 8237
Columbia, SC 29202

May 5, 2017

Betty L Tangeman
104 Riverside Lane
Duncan, SC 29334

Delbert R. Tangeman
104 Riverside Lane
Duncan, SC 29334

Betty L Tangeman
102 Oak Ridge Street
Spartanburg, SC 29306

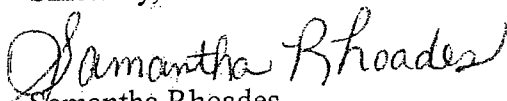
Delbert R. Tangeman
102 Oak Ridge Street
Spartanburg, SC 29306 29681

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

Dear Mr. and Ms. Tangeman:

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

Sincerely,


Samantha Rhoades
Senior Legal Assistant

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

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

Firm Case No.: 1182770 (JFCS.CAE)



46
Exhibit 7

The South Carolina Court of Appeals

JENNY ABBOTT KITCHINGS
CLERK

V. CLAIRE ALLEN
DEPUTY CLERK

POST OFFICE BOX 11629
COLUMBIA, SOUTH CAROLINA 29211
1220 SENATE STREET
COLUMBIA, SOUTH CAROLINA 29201
TELEPHONE: (803) 734-1890
FAX: (803) 734-1839
www.sccourts.org

October 16, 2017

Delbert R. Tangeman
104 Riverside Lane
Duncan SC 29334

Re: Wells Fargo Bank, N.A. v. Betty Tangeman
Appellate Case No. 2017-001799

Dear Mr. Tangeman:

The Court is in receipt of your documents, filed October 13, 2017. Please be advised that this appeal was remitted to the lower court on October 5, 2017. Therefore, we are returning your documents to you, as this Court no longer has jurisdiction over this matter.

Very truly yours,

V. Claire Allen, Deputy

CLERK

cc: Donald C. Coggins, Jr., Esquire
John Brian Kelchner, Esquire
M. Hope Blackley

Exhibit
8
47

ELECTRONICALLY FILED - 2017 Oct 24 2:51 PM - SPARTANBURG - COMMON PLEAS - CASE#ZU10U74203047

STATE OF SOUTH CAROLINA
COUNTY OF SPARTANBURG

IN THE COURT OF COMMON PLEAS
CASE NO. 2010-CP-42-05847

Wells Fargo Bank, N.A. as Trustee for Bear
Stearns Asset Backed Securities 1 Trust 2004-
B01,

**ORDER FOR WRIT OF ASSISTANCE FOR
DEFENDANTS ONLY**

Plaintiff,

v.

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

Defendant(s)

Pursuant to Circuit Court Rule 53 of the South Carolina Rules of Civil Procedure, the above-entitled matter was referred to the undersigned to make appropriate findings of facts and conclusions of law with authority to enter a final judgment in the case.

Pursuant to the Master in Equity's Report and Judgment of Foreclosure and Sale signed on May 11, 2017, the subject property was sold to the successful bidder at the foreclosure sale held on June 5, 2017.

That the compliance of the bid from the successful bidder has been received and a Master's Deed was executed on June 23, 2017.

That the subject property sold under Judicial Order is and continues to be occupied by the Defendants Betty L. Tangeman, Barry D. Mallek, Alice R. Mallek, Donald C. Coggins, Jr. and Delbert R. Tangeman.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the Sheriff of Spartanburg County or his authorized deputies be, and they are hereby are, authorized and directed to enter upon the premises at: 102 Oak Ridge Street Unit A, Spartanburg, SC 29306 as described in the Petition and in the Judgment of Foreclosure and Sale, at any time after 1:00 p.m. on the 17 day of November, 2017 and to either peaceably or forcibly eject and remove the Defendants Betty L. Tangeman, Barry D. Mallek, Alice R. Mallek, Donald C. Coggins, Jr. and Delbert R. Tangeman and all personal property of same located within or on the premises, and that force may be used, if necessary, to enter the premises.

CID614603

CID200232*

Masters Cost Paid
Date 10-24-17 SW
\$ 36.00 CK# 133113

EXHIBIT
9 48

BANK ONE, NA
P.O. BOX 710097
COLUMBUS, OH 43271-0097

BETTY L. TANGEMAN
104 RIVERSIDE LN
DUNCAN, SC 29334

ACCOUNT # [REDACTED]
Loan Number [REDACTED]
Date SEPTEMBER 12, 2000
Maturity Date SEP. 12, 2020
Loan Amount \$ 49,000.00
Renewal Of [REDACTED]

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

BORROWER'S NAME AND ADDRESS

"I" includes each Borrower above, jointly and severally.

TERMS FOLLOWING A APPLY ONLY IF CHECKED

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

Single Advance: I will receive all of this principal sum on SEP. 12, 2000. No additional advances are contemplated under this note.

Multiple Advance: The principal sum shown above is the maximum amount of principal I can borrow under this note. On _____ I will receive the amount of \$ _____ and future principal advances are contemplated. You and I agree that I may borrow up to the maximum only one time (and subject to all other conditional). Conditions: The conditions for future advances are _____

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

Variable Rate: This rate may then change as stated below. Change Dates: Each date on which the interest rate may change is called a Change Date. The interest rate may change _____ and on every _____ thereafter. The Index: Beginning with the first Change Date, the interest rate will be based on the following Index: _____

The most recent Index value available as of the date 45 days _____ before each Change Date is called the "Current Index."

Calculation of Change: Before each Change Date, the Lender will calculate the interest rate, which will be _____ the Current Index. The result of this calculation will be rounded _____.

The new interest rate will become effective on each Change Date. Subject to any limitations below, this will be the new interest rate until the next Change Date. Limitations: The interest rate will never be greater than _____ % or less than _____ %.

The interest rate will never change on any single Change Date by more than _____ %.

Effect of Variable Rate: A change in the interest rate will have the following effect on the payments:

The amount of each scheduled payment will change. The amount of the final payment will change.

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

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

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

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

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

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

ADDITIONAL TERMS:

PURPOSE: The purpose of this loan is CONSUMER: REFINANCE

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

Signature for Lender

Betty L. Tangeman (Seal)
BETTY L. TANGEMAN

(Seal)

(Seal)

(Seal)

10

Notice
staple mark
but none
on the "Note"

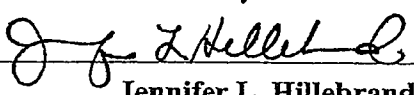
So, where is
the copy of the
note? And
to whom is it
assigned?

Loan Number: [REDACTED]
Borrower Name: TANGEMAN

ALLONGE TO NOTE

Pay to the order of

without recourse this 30th day of September, 2004
Bank One, NA



Jennifer L. Hillebrand
Vice President

Exhibit
11
1063
49

Recording Requested By:
OCWEN LOAN SERVICING, LLC

When Recorded Return To:

OCWEN LOAN SERVICING, LLC
240 TECHNOLOGY DRIVE
IDAHO FALLS, ID 83401

MTG-2017-2091
MTG BK 5228 PG 211-211
Recorded 1 Pages on 01/18/2017 11:01:48 AM
Recording Fee: \$6.00
Office of REGISTER OF DEEDS, SPARTANBURG, S.C.
Dorothy Earle, Register Of Deeds

CORPORATE ASSIGNMENT OF MORTGAGE

Spartanburg, South Carolina
SELLER'S SERVICING: *Revised* TANGEMAN
SELLER'S LENDER ID#: *Revised*
OLD SERVICING #: *Revised*

Date of Assignment: December 9th, 2016

Assignor: GMAC MORTGAGE, LLC BY ITS ATTORNEY IN FACT OCWEN LOAN SERVICING, LLC at 1661 WORTHINGTON ROAD, SUITE 100, WEST PALM BEACH, FL 33409

Assignee: WELLS FARGO BANK, N.A. AS TRUSTEE FOR BEAR STEARNS ASSET BACKED SECURITIES I TRUST 2004-BO1 at C/O OCWEN LOAN SERVICING, LLC, 1661 WORTHINGTON ROAD, STE 100, WEST PALM BEACH, FL 33409

Executed By: DELBERT R TANGEMAN AND BETTY L TANGEMAN To: BANK ONE, NA
Date of Mortgage: 09/12/2000 Recorded: 09/14/2000 in Book/Reel/Liber: 2382 Page/Folio: 703 as Instrument No.: N/A In the County of Spartanburg, State of South Carolina.

Property Address: 102 OAK RIDGE CT APT A & B, DUNCAN, SC 29334

KNOW ALL MEN BY THESE PRESENTS, that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the said Assignor hereby assigns unto the above-named Assignee, the said Mortgage having an original principal sum of \$49,000.00 with interest, secured thereby, and the full benefit of all the powers and of all the covenants and provisos therein contained, and the said Assignor hereby grants and conveys unto the said Assignee, the Assignor's interest under the Mortgage.

TO HAVE AND TO HOLD the said Mortgage, and the said property unto the said Assignee forever, subject to the terms contained in said Mortgage.

GMAC MORTGAGE, LLC BY ITS ATTORNEY IN FACT OCWEN LOAN SERVICING, LLC POA: 10/21/2014 as Instrument No.: DEE201442036
On DEC 09 2016

By: *[Signature]*
Name: Jamell Strachan,
Servicing Operations Specialist

WITNESS
[Signature]
Aimee Simmons

WITNESS
[Signature]
Dawnetta Massop

STATE OF FLORIDA
COUNTY OF PALM BEACH

On DEC 09 2016, before me, Shilene King, a Notary Public in and for PALM BEACH in the State of FLORIDA, personally appeared Jamell Strachan, Servicing Operations Specialist, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal,
[Signature]
Shilene King
Notary Expires: SEP 18 2020



(This area for notarial seal)

*VAS*VAGMAC*12/09/2016 11:40:29 AM* GMAC40GM**Revised* *SCSPAR: *revised* *SCSTATE_MORT_ASSIGN_ASSN *JLL*JLLGMAC*

Exhibit
12
2 of 3
50

STATE OF SOUTH CAROLINA
COUNTY OF SPARTANBURG

ASSIGNMENT OF MORTGAGE
Mortgage Book 2382 at Page 703

FOR VALUE RECEIVED, we hereby set over, transfer and assign unto GMAC Mortgage, LLC, c/o GMAC Mortgage Corp., 500 Enterprise Road, Horsham, PA19044, its successors and assigns, all its rights, title and interest in and to a certain Mortgage, together with the Note executed by Delbert R. Tangeman and Betty L. Tangeman to Bank One, NA dated September 12, 2000, and duly recorded in the public records of Spartanburg County, State of South Carolina, on September 14, 2000, in Mortgage Book 2382 at Page 703.

IN WITNESS WHEREOF, JPMorgan Chase Bank, N.A., successor by merger to Bank One, NA has caused this instrument to be executed in its corporate name and behalf by Jeffrey Stephan, as its LSO, duly authorized, on this 16 day of February, 2009.

JPMorgan Chase Bank, N.A., successor by merger to Bank One, NA

Pita Sarbuca
Witness No. 1

By:

its:

Jeffrey Stephan
Limited Signing Officer

Mina Wittchen
Witness No. 2

STATE OF Pa
COUNTY OF Montgomery

ACKNOWLEDGMENT

S.C. Code § 30-5-30
(Effective January 1, 1995)

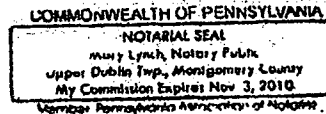
I, the undersigned, Notary Public for the State of Pa, do hereby certify that JPMorgan Chase Bank, N.A., successor by merger to Bank One, NA by Jeffrey Stephan, its LSO, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand this 16 day of February, 2009.

Manly Lynch
NOTARY PUBLIC FOR

My Commission Expires: _____

RETURN TO
Rogers, Townsend & Thomas, P.C.
Post Office Box 100200
Columbia, South Carolina 29202
(008045-01384)



MTG-2009-7631
Recorded 1 Pages on 2/27/2009 8:49:39 AM
Recording Fee: \$6.00 Documentary Stamps: \$0.00
Office of Register of Deeds, Spartanburg, S.C.
Steph

Exhibit
13
3 of 3
51

Recording Requested By:
OCWEN LOAN SERVICING, LLC

MTG-2016-58824

When Recorded Return To:

MTG BK 5221 PG 831-831

OCWEN LOAN SERVICING, LLC
240 TECHNOLOGY DRIVE
IDAHO FALLS, ID 83401

Recorded 1 Pages on 12/30/2016 10:08:33 AM
Recording Fee: \$6.00
Office of REGISTER OF DEEDS, SPARTANBURG, S.C.
Dorothy Earle, Register Of Deeds

CORPORATE ASSIGNMENT OF MORTGAGE
Spartanburg, South Carolina
SELLER'S SERVICING #: REDACTED TANGEMAN
SELLER'S LENDER ID#: DW 14773.3
OLD SERVICING #: REDACTED

Date of Assignment: December 9th, 2016

Assignor: GMAC MORTGAGE, LLC BY ITS ATTORNEY IN FACT OCWEN LOAN SERVICING, LLC at 1661 WORTHINGTON ROAD, SUITE 100, WEST PALM BEACH, FL 33409

Assignee: WELLS FARGO BANK, N.A. AS TRUSTEE FOR BEAR STEARNS ASSET BACKED SECURITIES I TRUST 2004-BO1 at C/O OCWEN LOAN SERVICING, LLC, 1661 WORTHINGTON ROAD, STE 100, WEST PALM BEACH, FL 33409

Executed By: DELBERT R TANGEMAN AND BETTY L TANGEMAN To: BANK ONE, NA
Date of Mortgage: 09/12/2000 Recorded: 09/14/2000 in Book/Reel/Liber: 2382 Page/Folio: 703 as Instrument No.: N/A In the County of Spartanburg, State of South Carolina.

Property Address: 102 OAK RIDGE CT APT A & B, DUNCAN, SC 29334

KNOW ALL MEN BY THESE PRESENTS, that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the said Assignor hereby assigns unto the above-named Assignee, the said Mortgage having an original principal sum of \$49,000.00 with interest, secured thereby, and the full benefit of all the powers and of all the covenants and provisos therein contained, and the said Assignor hereby grants and conveys unto the said Assignee, the Assignor's interest under the Mortgage.

TO HAVE AND TO HOLD the said Mortgage, and the said property unto the said Assignee forever, subject to the terms contained in said Mortgage.

GMAC MORTGAGE, LLC BY ITS ATTORNEY IN FACT OCWEN LOAN SERVICING, LLC POA: 10/21/2014 as Instrument No: DEE201442036
On DEC 09 2016

By: [Signature]
Name: Jamell Strachan,
Servicing Operations Specialist

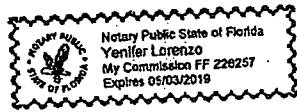
WITNESS
[Signature]
Shilene King

WITNESS
[Signature]
Leonora Williams

STATE OF FLORIDA
COUNTY OF PALM BEACH

On DEC 09 2016, before me, Yenifer Lorenzo, a Notary Public In and for PALM BEACH in the State of FLORIDA, personally appeared Jamell Strachan, Servicing Operations Specialist, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal,
[Signature]
Yenifer Lorenzo
Notary Expires: 5/3/2019



(This area for notarial seal)

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