PETITION FOR A WRITOF CERTIORARI TO THE

THE STATE OF SOUTH CAROLINA

IN THE SUPREME COURT

APPEAL FROM

THE STATE OF SOUTH CAROLINA

IN THE COURT OF APPEALS

Case Number: 2015-001119

APPEAL FROM AIKEN COUNTY

SECOND JUDICIAL CIRCUIT

COURT OF COMMON PLEAS

REFEREE JAMES MARTIN HARVEY, JR

CASE NO. 2012-CP-02-00699

BANK OF AMERICA, N.A.....RESPONDENT

Successor to BAC Home Loans Servicing, LP f/k/a Countrywide

V.

CAROLYN S. DEANER.....PETITIONER

PETITION FOR A WRIT OF CERTIORARI

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ON APPEAL FROM THE AIKEN COUNTY, SECOND JUDICIAL CIRCUIT, COURT OF COMMON PLEAS AND SOUTH CAROLINA COURT OF APPEAL.

PETITION FOR A WRIT OF CERTIORARI

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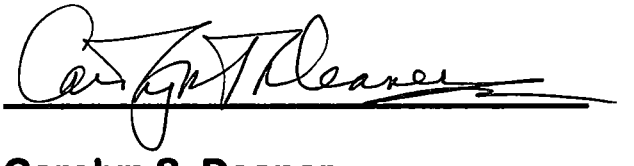
CERTIFICATE OF PRO SE

Pro Se certifies that the Petition for Rehearing was made and finally ruled on by the Court of Appeals on June 21, 2018.



Carolyn S. Deaner,

Petitioner/Pro Se

July 19, 2018

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1. **Mortgage Compliance Investigators Chain of Title Analysis and Mortgage Fraud Investigation (MCI Report) & Affidavit, notarized (R.p. 585-645)**

2. **Securitization Report & Affidavit sealed and Jurat (R.p. 359-388)**

QUESTIONS PRESENTED

1. Did the Court of Appeals err in overlooking or disregarding Lack of Standing and Subject Matter Jurisdiction based on the U. S. SUPREME Court case of Carpenter V. Longan, 83 271, 16 Wall, 271, 21 L.Ed. 313 (1872), and upheld by the South Carolina SUPREME Court, Young V. People's Bank, 163 SC Supreme Court, 161 SE 2nd 324, 329 (1931), which held that the Plaintiff must OWN the Note and Mortgage at the time of filing to foreclose which places the Appeals Court decision in conflict with a prior decision of the S.C. Supreme Court?

2. Did the Court of Appeals err on a federal question concerning the U. S. SUPREME Court case of Carpenter V. Longan (1871), which held that the Plaintiff must OWN the Note and Mortgage at the time of the filing to foreclose (as claimed at Trial), and the decision of the Court of Appeals to affirm Trial Court conflicts with decision of the United States SUPREME Court? Also, Lujan V. Defenders of Wildlife 504, US 555, 570-1 n 5 (1992), "Plaintiff's right to recovery depended on its right at the inception of the lawsuit ,and the non-existence of a cause of action when the suit was filed is a fatal defect, which cannot be cured by the accrual of a cause of action pending suit" was overlooked by Appeal Ct.

3. Did the Court of Appeals err in not addressing and ruling on the novel questions of law and Principles of Law as designated in the Petitioner's "Final Appellant's Brief" under Statement of Issues on Appeal (p. 7-15) and questions of law? (Items were noted in Trial Transcript , addressed in Petitioner's Trial attorney's summary to Court and in Petitioner' Affirmative Defenses & Counterclaim Numbers, 1-55).

4. Did the Court of Appeals err in not giving the Petitioner just and complete Due Process of Law which would be in conflict with constitutional issues as Respondent concealed all of the Fannie Mae REMIC 2007-91 Trust documents depriving Petitioner from fully exhibiting and presenting her case. Matter of Law.

5. Did the Court of Appeals err in overlooking or disregarding the Note does not satisfy SC Code (1976) 36-3-104, and also, Respondent cannot establish possession and proper transfer and/or endorsements of the Note and proper assignment of the mortgage, therefore, Respondent has not perfected any claim of title or security interest in the Petitioner's property, and cannot establish that the mortgage was legally and properly acquired.

STATEMENT OF THE CASE

On March 19, 2012, the RESPONDENT/Plaintiff, BANK OF AMERICA (hereafter BOA), being only the Servicer, brought this foreclosure action against the PETITIONER, CAROLYN S. DEANER, stating in the ORIGINAL COMPLAINT, they held the note with no evidentiary proof attached or Notice of Entry of the Note, however, the Note was not shown to PETITIONER DEANER until January 11, 2013, and the PETITIONER has continued to DENY throughout this case that the NOTE held is the ORIGINAL NOTE. On April 2012, the Petitioner filed a MOTION TO DISMISS which was granted by Referee Harvey later in the case and gave the Plaintiff Respondent/BOA time to file an Amended Complaint. In the RESPONDENT/BOA'S AMENDED COMPLAINT, they stated they held a "VERSION OF THE ORIGINAL NOTE", and in the JUDGMENT ORDER, they claim they are the OWNERS of the NOTE when at trial the BANK OF AMERICA WITNESS stated FANNIE MAE was the INVESTOR of the loan.(R.p. 5,lines 7-11) and OWNER of the Note.(R. p. 28, lines1-25). (Carpenter V. Longan, US Supreme, 271, 16 Wall. 271 L.Ed. 313 (1872)), stating Plaintiff must clearly OWN the NOTE and MORTGAGE; Young v. People's Bank, South Carolina Supreme Ct (1931), UPHELD Carpenter v. Longan; and DeutscheBank Nat'l TrustCo. V. Heinrich SC 9TH Jud. Cir, 2013, upheld Carpenter v. Longan; "(R.p.448, lines 24-25)(R.p.449-456) . Title 18 USC Chapter 47 & 1021, SC Code, 1976, 30-7-40, 1976, 30-5-90, 1976,30-7-50,UETAct USC 15-96-1-7003,Fannie MaeV.6-0, page 8.(R.pp.598-614)

In the PETITIONER'S Motion to Dismiss filed April 12, 2012 which was GRANTED with Respondent/Plaintiff allowed to file an Amended Complaint although they had filed an Amended Complaint during the 60 day stay in error causing the Pleading as prejudice referred to in Rule 15 (a), SCRCP. With regards to the PETITIONER'S Motion to Dismiss, the Respondent/ BOA in their Original Complaint did not state that it was entitled to enforce the Note or established any evidence of an agency relationship with anyone to foreclose.(R.pp.16-25).

The MERS assignment was VOID as MERS never held the Note nor had any legal authority to assign title, therefore, Respondent/BOA lacked standing to bring this action and failed to state a claim upon which relief can be granted. (Sumter County South Carolina, Court of Common Pleas, MERS, Inc. v Girdavainis, Case No.2005-CP-43-0278, 2006). (R.p.456) (R.p.518, lines 10-16).(R.p.527, lines13-34)

MERS does not OWN the Promissory Notes secured by the mortgages; and MERS does not acquire any loan or extension of credit secured by a Lien on Real Property. No evidence was supplied at the trial proving MERS or Respondent/BOA was the mortgagee as neither are named in the Note. (Deutsche Bank Nat'l Trust Co. v. Heinrich, SC 9th Jud. Circuit, 7/31/2013).

Also, when MERS assigns the note and mortgage the note is split from the mortgage since MERS DOES NOT have the Note, hold the Note or OWN the Note, thus causing the Note to become NULL AND VOID and UNSECURED. (R.p.342, lines 8-19) (R. p. 413, lines, 1-12) (R.p.lines,lines,38-41 & pp.589&590).

On June 5, 2012 Petitioner's Legal Aid Attorney, "The court may dismiss a claim where the Respondent failed to state facts sufficient to constitute a cause of action ".(Hamrick v. GMAC Mort. Corp., 370 S.C. 118; 634 S.E.2d 5 (Ct. App. 2006). Respondent alleged, among other things, that MERS assigned Petitioner's Mortgage to the Respondent/BOA by an assignment of Mortgage (hereafter "AOM") dated April 29, 2011 and that BAC Home Loan Servicing, LP f/k/a Countrywide Home Loans Servicing, LP have merged with Plaintiff making Plaintiff successor by merger of these companies. (R. pp. 23-25). The original COMPLAINT contains no other allegations regarding the assignment, negotiations, transfers or deliveries of the Note or of any succession in interest between the Respondent/BOA and Quicken Loans, Inc. . As a result, Respondent/Plaintiff has FAILED to allege how it is that Respondent/BOA is entitled to enforce Petitoner's Note by foreclosing on her home as a Servicer with no clear and compelling evidence they OWN THE NOTE AND MORTGAGE or have PERFECTED the alleged LIEN for power of sale. Also, Cromarty V. Wells Fargo , FL Ct App 2013, "we agree with argument on standing". (R. p. 22-25) (R.pp.598-614)

THE VALIDITY OF ATTEMPTS TO TRANSFER THE NOTE AND MORTGAGE TO FANNIE MAE or FNMA REMIC TRUST IS A FUNDAMENTAL MERIT ISSUE.

IN ADDITION, how can the RESPONDENT/BOA state they are holding or ARE OWNERS of the ORIGINAL NOTE without an endorsement to Fannie Mae or the Fannie Mae REMIC Trust 2007-91, (hereafter FNMA 2007-91), without an endorsement to the FNMA 2007-91 Trust? The VOID NOTE HAS NO DATES on the endorsements in violation of the PSA GUIDELINES of a securitized Note. The Respondent/BOA has not established timing and dates the Note was endorsed, transferred, negotiated and delivered to the Trust prior to filing the foreclosure action. Borrower may challenge the securitized Trust's chain of ownership by alleging the attempts to transfer the deed of trust to the securitized trust (which was formed under New York law) occurred after the trusts' closing date,(even though not a party or 3rd party), and TRANSFERS THAT VIOLATE THE TERMS OF THE TRUST INSTRUMENT ARE VOID UNDER NEW YORK TRUST LAWS. (Glaski V. Bank of America, National Association, et al, California,5th Appellant District, 2013). APPELLANT DEANER'S NOTE HAS NO DATES ON THE ENDORSEMENTS AND NO ENDORSEMENT TO Fannie Mae or FNMA REMIC TRUST 2007-91.

"Generally, the party seeking to foreclose has the BURDEN of establishing the existence of the debt and the mortgagor's default on that debt." United States Bank Trust Nat'l Ass'n v. Bell, 385 S.C. 364, 375; 684 S.E.2d 199, 205 (Ct. App. 2009). This would include proving by preponderance of the evidence that the Respondent/BOA is the OWNER of the Note and Mortgage and that PETIONER had defaulted on the Note. See 385 S.C. at 375; 684 S.E. 2d at 199 (Citing Franklin Credit Mgmt. Corp v. Nicholas, 73 Conn. App. 830, 812, A.2d 51, 57-58 (Conn App. Ct. (2002). Respondent, BOA is required to plead and prove that it has received rights in both the NOTE and the MORTGAGE because "the assignment of a mortgage as distinct from the debt it secures is nugatory and confers no rights upon the transferee absent some indication that the parties also intended to transfer the debt." S.C. Nat'l Bank v. Halter, 293, S.C. 121, 128, 359, se. 2D 74, 77 (Ct. App. 1987). (R.p.430, lines 7-11) (R. pp. 520-521).

The PETITIONER's "Mortgage Compliance Investigator's Report on the Chain of Title Analysis and Mortgage Fraud Investigation" (hereafter, the MCI REPORT) CLEARLY AND CONVINCINGLY PROVES OTHERWISE. The Multiple Classes of the Fannie Mae REMIC 2007-91/FNMA 2007-91 are the true OWNERS, and the Respondent/BOA has not established any agency relationship or presented any evidence of authority to foreclose or of obtaining a power for sale for the PETITIONER'S real property from Fannie Mae, FNMA TRUST or any other party.

1. New Mexico SUPREME COURT v. Bony, "we reverse the Court of Appeals and District Court and remand the district court with instructions to VACATE its FORECLOSURE JUDGMENT and to DISMISS the Bank of New York's foreclosure action for lack of standing."(Supreme Ct,"How did this get past the trial court?")

2. Focht v. Wells Fargo, 2nd Dist Ct. App FL 9/2013), "I concur in this decision because existing precedent requires me to do so. Presumably, our mandate requires the DISMISSAL of this foreclosure action, which in turn will UNDO THE FORECLOSURE SALE. Our CERTIFIED QUESTION of GREAT PUBLIC IMPORTANCE IS DISPOSITIVE of the APPEAL and worthy of consideration by the SUPREME COURT. " Application of a long line of Supreme Court cases applying the general principle that, "the Plaintiff's lack of standing at the inception of the case is not a defect that may be cured by the acquisition of standing after the case is filed." (R.pp.22-25)(R. pp. 426-515)(R. pp.520-522) (R.p.720, lines 80-99).

Respondent/BOA in this case failed to establish Owner at the time the Trust was created prior to filing the foreclosure and PETIONER 'S mortgage was an asset of the Trust, Fannie Mae REMIC 2007-91 prior to the filing, thus a genuine issue of material fact remains REGARDING STANDING. In addition, the Respondent/BOA and counsel continue to MISREPRESENT themselves as OWNERS of the note and mortgage, and in fact, stated it in the JUDGMENT ORDER perpetrating extrinsic fraud upon the Court. (R.p.403, line 20-21) (R.p.430, lines7-11) In addition, the PETITONER Deaner's counsel, Mr. Sloan, informed the Trial Court in the "Affirmative Defenses" and Counter Claim to the Original Complaint and the Amended Complaint that the Note is Securitized. (R. pp. 583-645) (R. p.415) (R.pp.598-614).

In present day time, Courts are aware a Securitized Note is under Securities Laws, IRS Laws and the PSA GUIDELINES. (US Nat'l. Assn V. Said, N Y SUPREME COURT, Queens City (1/2013) "Case dismissed over broken chain of Assignments...improper chain of assignments prior to the assignment involving Plaintiff. " Wells Fargo v. Erobobo (NYS 4/2013) Capacity and/or Standing to sue: and REMICS require originals. There is a difference between capacity to sue which gives the right to come into court, and possession of a cause of action which gives the right to relief. PSA requires depositor deliver in 90 Days and deposit with Trustee the ORIGINAL NOTE, ORIGINAL MORTGAGE AND ORIGINAL ASSIGNMENT involving Plaintiff.(R.p 10,lines24-25)(R.pp.449-456)(R.pp.571-645)

Due to Carpenter v. Longan, 83 U.S. 271, 276 (1872), "The debt is the principal thing, and it is obvious that if an action was brought on the bond in the name of the mortgagee, as it must be.." Deutsche Bank v Heinrich, 2011-SC-10-1060 (July 31, 2013), then this foreclosure case must be dismissed. In "Young v. People's Bank, 163 SC 57, 161 SE 2nd 324, 329 (1931), our SC SUPREME COURT adopted the principle of Longan." The Respondent/BOA has not established they are OWNERS OF THE NOTE, A DEBT EXISTS or have MORTGAGEE STATUS, as neither MERS or Bank of America are named on PETITIONER'S NOTE. Under the Deaner Mortgage, it is the Lender-Beneficiary who decides whether to pursue a foreclosure in the event of an uncured (PROVEN) default by the borrower. The Trustee implements the Lender-Beneficiary foreclosure in this case of which the Respondent/BOA IS only the Servicer in this case. Petitioner DENIES A DEFAULT as the Respondent has not proven a default in this case and CLAIMS FRAUD against Respondent/BOA, successors and predecessors for their failure to timely and properly transfer the Deaner loan to the FANNIE MAE, FNMA 2007-91 REMIC TRUST and their failure to reveal the truth to the PETITIONER in this case and CONTINUE IN THE WRONGFUL FORECLOSURE ACTION against the PETIONER which is "UNCLEAN HANDS" and "PUNITIVE IN NATURE." (Citibank N.A V. McCray, JSC Supreme Ct Br NY) "Citibank has not demonstrated right to the debt in the absence of a chain of custody and proof that the mortgage and notes were lawfully assigned & held by Citibank prior to commencement action." (R. pp. 593 & 594).

ALSO, because the Respondent/BOA was not the original Lender and not the original payee on the NOTE, Plaintiff must show that it became entitled to enforce the Note. Generally, promissory notes are negotiable notes, however PETITIONER's note is securitized and is a non-negotiable note under Securities laws where the PSA Guidelines must be strictly followed with all endorsements, dates, negotiations, transfers, blue ink signatures and deliveries on the NOTE. This is not the case on PETIONER 'S Note as Fannie Mae, nor the Fannie Mae REMIC 2007-91 is endorsed on the Note, and since no dates are on the endorsements, the Respondent/BOA cannot establish the Note was delivered within the 90 day required time to the Trust or establish they are holding a legal Note. PETIONER has valid reason to believe the Note never reached the Trust since no endorsement is to the Trust rendering the Note NULL and VOID. (Bank of America, NA v. O'Donnell, (NY Supreme Ct,62225-13(2015), "Mortgage on date action commenced vested in Freddie Mac not Bank of America") In the Petitioner's case, the note and mortgage are vested in FANNIE MAE REMIC TRUST 2007-91 on date action commenced, not Bank of America.(R.p.520&521).

Further, 9/8/14, the Petioner's Trial Attorney states in Affirmative Defenses the Note is SECURITIZED. Therefore, the Note is no longer a NOTE, but a STOCK CERTIFICATE, separating the NOTE from the MORTGAGE causing the NOTE to become "NULL AND VOID by BIFURICATION." See, in the Court of Civil Appeals Oklahoma, Division I; BAC Home Loans Servicing, L.P. f/k/a Countrywide Home Loans V. Ronald R. and Teri L. White, OK Civil Appeal 35, 10, 256 P.3d 1014,1017 "therefore in Oklahoma it IS NOT possible to bifurcate the security instrument from the note. An assignment of the mortgage to one other than the holder of the note is NO EFFECT. The record in the present case contains CONFLICTING EVIDENCE as to the OWNERSHIP OF THE NOTE. ..we are unable to determine from the record submitted to us that the instrument was later endorsed in blank and transferred to BAC Home Loans Servicing." Also, "a plaintiff must demonstrate right to enforce the note and absent a showing of ownership of the note, the plaintiff lacks standing." See Gill v. First Nat'l Bk and Trust of OK City, 1945 OK 181, 159 P.2d 717.9 (R. pp. 359-388) (R. pp. 571-645) (R. p.415).

Most importantly, "CHANGING THE NOTE FROM A PROMISSORY NOTE TO A STOCK CERTIFICATE VIOLATES SC "CONVERSION LAWS" AS A NOTE CANNOT BE CHANGED, ALTERED OR MADE DIFFERENT". When a Respondent/BOA violates a SC LAW, then it becomes an UNLAWFUL ACT and deems "UNCLEAN HANDS." At no time did PETITIONER authorize her Note to be Securitized and changed, altered or made different into a REMIC, mortgage backed security in her mortgage agreement. The Respondent/BOA, successors and predecessors have turned her Note of which she is the Maker and first transferor into a high finance money making vehicle with no income paid back to the borrower and is a breach of contract, a sham and illegal actions. (R.pp.112- 152)(R. pp. 165-208) (R.p.415) (R. pp. 576-645) (R.pp.712-720)(R.pp.876-907) (R.p.598-621).

On 8/28/14, Amended Complaint # 11 is false. Even if the Respondent has physical possession of the original version note, which they purport to do, the original Complaint filed at the beginning of this action is not sufficient to state facts where relief can be granted. This is more than an appearance of a "technical defense", as the PETITIONER has an overriding interest in making sure that the party that brings the action is actually entitled to enforce the alleged debt and must prove convincingly that a debt exists. In addition, as the Respondent filed the amended motion during the 60 day stay period by Judge Early, the PETITIONER'S counsel stated "the Amended Pleading is the PREJUDICE REFERRED TO IN RULE 15 (a) SCRCP against the Defendant." And "the Respondent's allegation that Mortgage Electronic Systems, Inc. (MERS) ASSIGNED the Defendant's Mortgage to Plaintiff/BOA is insufficient as a MATTER OF LAW", because MERS does not have any interest in the Promissory Note, and therefore cannot assign any interest in said Note to Plaintiff. (MERS v. Girdavainis, Sumter SC, 2006) (New York Mortgage Trust V. Dasdemir (NY 11/2012) "MERS as nominee in the instant foreclosure action is without legal authority, and Plaintiff could not be holder of the subject mortgage and note when the action commenced."(R.p.22, lines 1-16) (R.pp.23-25) (R. pp. 30-34) (R.pp.36-41)(R.p.430,lines 17-18)(R.p.470,lines,1-19) (R.pp.517-522)(R.pp.628-639) (R.pp.642-645)(R.p.807, lines 15-31 & p.808, lines 1-10)(R. p. 851-861).

On 7/21/14 PETIONER'S Motion to Reconsider Summary Judgment was granted due to genuine issues of material fact concerning the Acceleration Letter, the mailing and receipt, discovery & the trial followed. (R.p.355-358)(R.p.390-395).

During discovery, the Respondent refused to give the PETITIONER required documents concerning the chain of title and other vital TRUST documents to the PETIONER'S case and used technical terms to hide the Truth of Owner from the PETITIONER in this case. Then trial was scheduled for 2/4/2015. (R.p.864-871).

At trial, the transcript proves the Bank of America witness could NOT establish the following: (1) the Respondent/BOA was the OWNER of the note, (2)damages were owed to the Respondent/BOA concerning the principle and interest, (3) a debt existed as the computerized Sheets are hearsay, since the Bank of America witness did not originate the sheets or knew who did or how they were originated from the original Lender, Quicken Loans, Inc. or Countrywide prior to the merger, (4) during the trial the Bank of America witness did not establish any entitlement from Countrywide concerning enforcing the PETITIONER'S Note or that a debt existed from the Note, and (5) the Respondent/BOA alleged the merger only, but no proof of entitlement from Countrywide to foreclose or power of sale, nor from Fannie Mae or the FNMA 2007-91 Trust.(R.pp.427-515)

THE SIMPLE ANSWER actually is there cannot be a foreclosure or power of sale if so many issues of fact exist regarding the propriety of the loan documents, parties, terms and transfers involved and whether the law and the terms of the very agreements governing the transfers especially the PSA guidelines were followed or were there breaches and the documents fictionalized, backdated and executed without authority. The Respondent/BOA should have provided a certification upon personal knowledge whether it possessed the original Note as the location of the original note has never been confirmed and is an ISSUE OF FACT. There is NO established proof the original Note was transferred to the FNMA 2007-91 TRUST pursuant to the material terms of the PSA and MLPA mandating a transfer within the 90 days. Non-negotiable notes are governed under UCC Art 8.(R.pp.414-415)(R.p.455)(R.p.520)(R.pp.480-483) (R.pp.585-645).

At no time does the Respondent/BOA, nor counsel, or a witness certify that anyone pulled the original Note or went to the Trust vault to inspect it. Inasmuch as the Respondent stated they just held the note in the original Complaint, and that they held an "original version of said Note" in the Amended Complaint, there is no established proof of entitlement to foreclose or there exists a debt, or authority for power of sale. NO LEGAL DEBT OR LIEN HAS BEEN ESTABLISHED. THE RESPONDENT/BOA and counsel's refusal to supply requested loan documents and proof of the Chain of Title raises suspicion and is an issue of fact as to "does the original exist." The "original version of said Note" is not properly assigned to various parties, ultimately to FNMA 2007-91 Trust, mandated by the UCC Art. 8, not Article 3, the law ,and the Loan documents and the PSA. Then the Courts cannot excuse a "MATERIAL BREACH" with a band aid of nuc pro tunc. "Courts are not permitted to "add or excise terms" to a contract, nor are they permitted to "distort the meaning of those used", thereby creating a new contract than that originally intended by the party under the guise of interpreting the writing." Vermont Teddy Bear v. 538 Madison Realty Co, 1 NY Ct. App. 2d at 475, 154 N.Y. S. 2 d 37, 136 N.E. 2d 504 (2004)(citation omitted). If the loan was not in the FNMA 2007-91 TRUST within the 90 days, then there was a MATERIAL BREACH of the PSA AND MLPA TERMS and a BREAK IN THE CHAIN OF TITLE. "Issues of Fact" exist as to who OWNED THE NOTE and had standing to file this action. The FNMA 2007-91 TRUST is governed by the NEW YORK TRUST LAWS in this case as the TRUST is located in NEW YORK. The REMEMDY is for this Court to acknowledge the BREACH. (M&T Bank V. Smith (FL 6/2010) "Plaintiff then alleged that Wells Fargo was the OWNER of the Note, while the Plaintiff WAS MERELY A SERVICER of the LOAN." (R.p.403, lines 20-21)(R.p.430)(R. p. 521). BOA is a Servicer of the loan only.

On September 5, 2014, the PETITIONER'S legal counsel, Mr. Sloan, filed the Defendant Deaner's Affirmative Defenses and Counter Claim and answered that Respondent/BOA did not have standing to foreclose, the note was a securitized non-negotiable note needing proper endorsements and many other defenses.

According to NY Common Law, no Trust, first, "until delivery to the Trustee is performed by the settlor, or until the securities are definitely ascertained by the declaration of the settlor, when he himself is the Trustee, NO RIGHTS of the beneficiary in a Trust created without consideration arise." (Sussman v. S, 61 A.D. 2 d 838 (2d Dept, NY 1978), citing Riegel v. Central Hanover Bank & Trust Co, 266 App. Div.586. Next, to complete the gift to the TRUST the delivery must be perfect regarding the property and the circumstances, or in other words, there must be a change of dominion and ownership and neither words or intentions can substitute for the actual delivery. (Vincent v. Putname, 248 NY 76,82-84 (NY 1928). Finally, there must be 4 elements met as (a) a designated beneficiary, (b) a designated trustee that cannot be the beneficiary, (c) a fund or other property properly identified to pass title to the Trustee and (d) the actual delivery of the property, or legal assignment thereof, with the intent to pass legal title to the trustee. (Sussman, Id). In the PETITIONER DEANER'S NOTE, there was NO VALID TRANSFER OF THE NOTE to the FNMA 2007-91 TRUST or to the RESPONDENT/BOA pursuant to TRUST LAWS. As demonstrated at the trial and submission of the Note, the Note is devoid of dates and endorsements. The PSA mandates a complete chain of title made by Notes endorsed from each Payee to the Trustee. No such endorsements of the Note were produced. ASSIGNING a mortgage WITHOUT ENDORSING THE NOTE that secures it is USELESS. Moreover, the first assignment of the Petitioner's alleged loan of June 26, 2007 was VOID because the NOTE never made it to the TRUST, so that VOIDS any SUBSEQUENT assignments; meaning Respondent/Bank of America has NEVER HAD STANDING in this case. (R. pp. 449-451)(R. pp. 588-621).

Respectfully, the Respondent/BOA did not have standing to foreclose, and the Trial Court's Judgment Order and Sale was in ERROR. This case should be decided by the Court De Novo as the Trial Court's disregard of the PETITIONER'S Affirmative Defenses and Counter Claim was in error, and this Court should construe the evidence in light most favorable to the nonmoving party, here being the PETITIONER in this case. (R.pp.22-25)(R.pp.410-416) (R.pp.470- 471& 472, lines 1-15) (R. pp. 520-522)(R. pp.526-528) (R.pp.617-639)(R.pp.647-707).

Deflecting the issues to confuse the Court by using falsified documents or focus on assignments of mortgages as if assignments of mortgages control when they DO NOT. THIS causes the Court to ignore the Trust PSA and MLPA mandates that control wherein the Note must be properly assigned and endorsed, not referenced in an assignment of mortgage as the Respondent/BOA has done. The Trial Court fails to explain how the Note was assigned other than claiming the Note follows the mortgage if it is referenced in the Assignment of the Mortgage. The Respondent or Court never produced evidence the Note was actually ENDORSED Fannie Mae OR EVEN deposited into the Trust to permit it to be assigned to BOA. By LAW, if either one of these actions did not occur then Respondent/BOA had NO STANDING TO BRING THE FORECLOSURE ACTION AGAINST PETIONER DEANER. SC is clear about PETITIONER having the right to challenge standing because standing is based on having a sufficient interest in the outcome of litigation, not privity of contract. NY case law (where the Trust is located) dictates that the PETITIONER has the right to challenge the TRUST ownership of a Note and Mortgage in a foreclosure case as a means of contesting standing to file suit. AS A MATTER OF LAW, a Trust may not take ownership of a Note and Mortgage or hold it in violation of its Trust documents. (In the matter of James D. Dana, 465 N.Y.S. 2d 102 (N.Y. Sup Ct. 1982) "voiding a transaction that violated a Trust document and upholding a Trust; EPTL-7-2. 4(2) Article 7, "Trust"; part 2 Rules of Governing Trustees," a cardinal principal of law of Trusts is that the instrument under which the Trustee acts is the charter of rights and must act in administering the Trust in accordance with its terms.

FIRST, Loan Document MLCFC 2006-1 PSA, Article II, Mortgage transfer Section 201 et seq. mandates ENDORSEMENTS of the Note before any transfer and mandates the original Note to be kept in the Trust. Since the PSA dictates that the Note must be endorsed and it was not, then the Trial Court erred to permit this foreclosure action and order Judgment and Sale at the trial, no less to permit Respondent/BOA to have standing when BOA is not named on the Note. (R.pp.361-388) (R.pp.414-416) (R.pp.449-456) (R.pp.520-521)(R.pp.583-645).

If the Note was not endorsed nor timely deposited pursuant to the PSA terms, then there could be no foreclosure. Also, mirroring the mandates of the PSA, the MortLoanPurAgr(MLPA) mandated the deposit of the Deaner Loan Docs into the PSA to include Original Note and all endorsements and allonges. (R.p.455).

At Trial or inception, Endorsements to the Trust WERE NEVER PRODUCED by the Respondent/BOA, so how is it the foreclosing party should have physically held the original Note when the original note is to be with the Trustee? Therefore, where are the endorsements to the FNMA 2007-91 REMIC TRUST on the Note? And how is it that Respondent, Bank of America is holding a Note without the endorsement to FNMA 2007-91 REMIC TRUST and claiming in the Judgment Order to be holding the Original Note? That is IMPOSSIBLE and misrepresenting lawful merits. Respondent/BOA representing they are owners of the Note in this case and then concealing the FNMA Trust documents is extrinsic fraud.

On 2/4/2015 at the Trial Hearing, the Acceleration Letter was Void. The Mortgage Agreement is clear in #22 which states the LENDER must send out the Acceleration Letter, and the Respondent/BOA WAS NOT THE LENDER in 2010 and IS NOT the Lender of date, nor the Owner of the Note and Mortgage, nor the beneficiary or mortgagee, because the Respondent/BOA is merely the SERVICER of the alleged loan. The VOID ASSIGNMENT FROM MERS was not recorded until May 2011. CONCERNING the Acceleration Letter dated in 2010, the Bank of America witness stated she did not know (1) who originated the Acceleration Letter as it was not signed, (2) where it originated from or (3) when it was mailed. Just to say they mailed it is merely an allegation, and the PETITIONER in an Affidavit denied receiving it as it was not mailed to the property address as required in the Mortgage #15. In addition the dates on the Acceleration Letter did not give PETITIONER the required 30 days to cure required in #22 (c) of the Mortgage, stating "a date, not less than 30 days from the date the Notice is given to the Borrower". These laws of merit were covered by the PETITIONER'S previous attorney, Mr. Sloan, at the trial which are shown in the Designations, the Closing Arguments by Mr. Sloan in his Letter dated February 24, 2015 to Referee Harvey as Referee Harvey requested at trial. (R.p.442-451&455-456)(R.pp.518-521).

The Trial Court erred in not dismissing this case then and there...and PETITIONER claims an "abuse of discretion." The Trial Court is legally and ethically bound to follow the Mortgage Agreement. Equity should grant favor in behalf of the PETITIONER as the homeowner in a foreclosure proceeding as foreclosure is a grave inequity against a Senior Citizen requiring favor of the PETITIONER in this case and "Appropriate to Dismiss Case" by Rule17(a) and Rule12 (b) SCRCP.

Equity should always favor the homeowner when there is wrongful foreclosure judgement proceedings, and the Respondent has not PROVEN WITH CLEAR AND CONVINCING EVIDENCE OWNERSHIP of the note, nor lawful damages, or entitlement rights to foreclose. In addition, the Respondent/BOA did not prove beneficiary rights or the STATUS of MORTGAGEE at the Trial, and just saying so is mere allegations and misrepresenting the truth to the Petitioner.

In the Bank of New York v. Silverberg, et al case, (SUPREME COURT, Appellant Second Department), "Mers was never the lawful holder or assignee of the Note and the ASSIGNMENT OF THE MORTGAGE IS A NULLITY...and MERS was WITHOUT THE AUTHORITY to ASSIGN the POWER TO FORECLOSE TO THE PLAINTIFF. Consequently, the Plaintiff failed to show it had standing to foreclose. This court is mindful of the impact this decision may have on the mortgage industry in New York, and perhaps the Nation. Nonetheless, the law must not yield to the expediency and the convenience of the lending institutions. PROPER PROCEDURES MUST BE FOLLOWED TO ENSURE THE RELIABILITY OF THE CHAIN OF OWNERSHIP, TO SECURE THE DEPENDABLE TRANSFER OF PROPERTY, AND TO ASSURE THE ENFORCEMENT OF THE RULES THAT GOVERN REAL PROPERTY." AND, this case ordered on the law is to DISMISS THE COMPLAINT against the Silverbergs insofar as asserted against them for LACK OF STANDING IS GRANTED. (Bank of New York V. Silverberg, 86 AD3d 274, 281, 283 (2d Dept. 2011). (Bank of New York Mellon V. Shaffer, Ohio 7/2013) void v. void, standing/jurisdiction, default judgment void)(R.pp.22-25).

The Court of Appeals affirmed the judgment of the Second Judicial Circuit of Court of Common Pleas. Plaintiff, Bank of America, N.A. successor by merger to BAC Home Loan servicing, L.P. f.k.a. Countrywide Home Loan servicing, L.P. V. Defendant, Carolyn S. Deaner on May 2, 2018 and Petition for Rehearing was DENIED by S.C. Court of Appeals on June 21, 2018 as filed. Petitioner seeks a Writ of Certiorari to review that decision. Rule 221 SCACR and Rule 242 SCACR.

ARGUMENT

1. THE COURT OF APPEALS SHOULD HAVE HELD that Bank of America is not the real OWNER of the NOTE AND MORTGAGE and do not have standing to foreclose. As stated in #7 of the Judgment of Foreclosure and Sale, "The Court finds Plaintiff has standing to prosecute", BUT not foreclose this action as loan servicer of the subject loan.(R.p.526 #7) The Servicer, BOA, is not the owner of the Note and Mortgage. Trial court based findings on UCC Art. 3, not Article 8.

2. THE COURT OF APPEALS SHOULD HAVE HELD that MERS is not named on the Note, therefore is not the nominee and cannot assign or legally transfer anything to the Servicer to foreclosure on the Petitioner's property. (R.p. 527 #13) No legal rights were proven at the Trial that Mers, Fannie Mae, Countrywide or anyone else had given legal rights to Bank of America as a Servicer to foreclose on the Petitioner's property. BOA NOT ON NOTE.

3. THE COURT OF APPEALS should have held that the mortgage does not constitute a first priority lien on the subject property as the Servicer does not own the Note or Mortgage on Petitioner's property or legal rights . (R.p 527 #14)

4. THE COURT OF APPEALS should have held that the Plaintiff has no legal right to enforce the non-negotiable instrument secured by the mortgage, nor is the real party of interest as the note is a non-negotiable note, not a negotiable note. At the Trial the Bank of America witness testified several times that Fannie Mae is the investor Owner of the Note and Mortgage. (R.p.430,line1-12).

5. THE COURT OF APPEALS should have held that the Plaintiff did not have standing to prosecute this case due to the assignment being recorded in 2011 and the Acceleration Letter was mailed in 2010 when Bank of America was only a Servicer and WAS NOT the LENDER which was a violation of the Mortgage Agreement # 22, ACCELERATION REMEDIES, "LENDER shall give notice to Borrower prior to acceleration" Only the Lender, Quicken Loans is named in the Mortgage Agreement and on the Note. (R.p. 527 #15) (R.p. 506 lines1- 17). Bank of America is not the Lender, and the Lender, Quicken Loans, Inc. is the Lender of Record at the County Records and on the Note at inception and original complaint. See Lujan V. Defenders of Wildlife 504 US 555(1992)(R.p. 455, 26-27 & p. 456, lines 1-15) (R.p. 520,lines 1-41) .(Violations of Mortgage).

6. THE COURT OF APPEALS should have deemed the Note and Mortgage VOID as the note does not have any dates on it or any assignments to Fannie Mae. Bank of America witness testified at Trial that Fannie Mae was the owner investor of the Note and Mortgage. Also, the Note was not endorsed to Bank of America and the Plaintiff/Respondent did not prove at Trial that they had any legal rights of any kind from Countrywide in the merger to foreclose on non-negotiable Notes and Mortgages not endorsed to Fannie Mae or Fannie Mae REMIC Trust 2007-91. (R. p. 527-528, #15) Enforcement of a Note in S.C. does require the Plaintiff to be Owner of the Note and Mortgage. (In Young V. People's Bank, our Supreme Court adopted the holding of Carpenter V. Longan 83, US 271, 16 Wall.271, 21 L.Ed.313 (1872) which held that the Plaintiff must OWN the Note and Mortgage at the time of filing to foreclose. (R. p. 520 , lines 17-41) (R.p. 521, lines 1-32). Also, BOA did not attend the hearing to confirm any claims at Petitoner's bankruptcy, therefore the entries were not reaffirmed by the Petitoner's Bankruptcy attorney prior to 2011 discharge. (R.pp. 335-338).

Bank of America did not own the Note and Mortgage at the time of filing the original complaint and states "That the amount due upon the said note and mortgage HELD by the Plaintiff " (R.p.10, line 24) and #7 of the Judgement of Foreclosure and Sale, the Plaintiff admits and identifies themselves as, "Plaintiff as loan servicer of the subject loan". (R.p 526 #7) (R. p. 430, lines, 8-12) (R.p. 452, lines 9-11)(R.p. 455, line 9).

7. THE COURT OF APPEALS should have ruled in favor of the PETITIONER as she has denied at Trial and to date no debt is owed on the PETITIONER'S property due to the Plaintiff failing to meet its BURDEN OF PROOF at the Trial and any payment due in #16 of the Judgement of Foreclosure and Sale being false and a misrepresentation by the Respondent in this case. (R.p. 528, lines 12-20, #16)

8. THE COURT OF APPEALS should have ruled that the Plaintiff is not owner of the note and mortgage, and therefore as a Servicer, cannot seek damages not owed to the Plaintiff or for the investor as stated in #17 of the Judgement of Foreclosure and Sale as PETITIONER DENIES any damages or debt owed to the Plaintiff. Plaintiff has failed to prove any authority to foreclose or seek damages by the investor, Fannie Mae REMIC 2007-91 Trust at the Trial or at anytime, therefore PETITIONER DENIES #18, #19 and EXPENSES AND OTHER ITEMS listed in #20-41 of the Judgement of Foreclosure and Sale. (R.p. 528-535).

In addition, Petitioner's attorney at the trial, Mr. Sloan, covered in his closing summary argument as follows: (R. pp. 517-522) Trial Transcript (R.pp.426-515).

1. Bank of America NOT OWNING THE NOTE. (R. p. 520)(R.p.412, lines 12-25)
2. MERS only having AUTHORITY TO ACT ON BEHALF OF QUICKEN LOANS, Inc. (PETITIONER Deaner's ORIGINAL LENDER) (R. p. 518)(R.p.413,lines 6-20).
3. THE DEFICIENCIES WITH THE RIGHT TO CURE LETTER such as the Respondent failing to prove that the letter should be deemed as sent per No. 15 of the Mortgage Agreement, no genuine proof of mailing, the Bank of America Witness at the Trial did not know who mailed it, when it was mailed and where it was mailed from. In addition, it was not mailed to the PROPERTY ADDRESS as required in the Mortgage Agreement. (R.p.412,lines 9-15) The Bank of America witness testified it was mailed on August 15, 2010 and

only gave until September 15, 2010 to cure not allowing the required 30 days to cure. Clearly, in No 22 of the Mortgage, it is a necessary perquisite for the Respondent to foreclose that they sent the right to cure letter and to accelerate the entire balance due and were indeed the LENDER OF RECORD. The Lender of Record was Quicken Loans, Inc. who was named on the Note, NOT Bank of America who was the Servicer only, and not assigned anything in 2010 when the Acceleration Letter was mailed to Petitioner.

The PETIONER claims the Respondent/BOA is not the Lender of Record and could not have sent the Acceleration Letter, therefore, no Acceleration Letter was ever sent to the Appellant in her case from a LENDER.

(R. p. 431, lines 13-15) (R. pp. 442-449) (R .p. 506, lines 1-16) (R. p. 510) (R. pp. 518-520).

And further, the PETTIONER has denied ever receiving an Acceleration Letter. (Kurian v. Wells Fargo, FLA 4th D Ct App 2013)."Bank failed to prove that any notice was sent by first class mail." (R.p.442-449)(R.p.470-471)

(R. p. 472, line 1-15) (R.pp. 518-520)

The Respondent/BOA is only the SERVICER, and has no authority from the PETTIONER in her Mortgage for BOA to pretend to be the Lender of Record or fraudulently imply they are the Lender, because they are the only the Servicer. The PETITIONER has absolutely no Lender relationship with Bank of America as they merely collect payments and have no legal rights,

entitlement rights, beneficiary rights, mortgagee rights or power of sale rights concerning the Petitioner's Note or Mortgage due to the BREAK IN THE CHAIN OF TITLE and other matters of law and causes of action.(R.pp.518-521)

4. The Respondent/BOA is not the Lender per No. 22 of Mortgage. Quicken Loans, Inc. remained the Mortgagee of record, the Lender, for the mortgage via Aiken County Register of Deeds beyond 2011 to present, after the Right to Cure Letter was sent out by Respondent/BOA in 2010. (R.pp.446-448) (R. pp. 449-451). The Respondent has not perfected a lien on the property.
5. Respondent has failed to show standing to bring this lawsuit at the time that the suit was filed. Plaintiff has failed to prove by preponderance of the evidence at trial that they had standing to bring this action at the time the suit was filed. Although the Respondent relies on possession of the original note at the trial, there is NO EVIDENCE of this at the TIME THAT THE SUIT WAS FILED or at the trial. The original Note would be endorsed to Fannie Mae/FNMA Trust. Lujan V. Defenders of Wildlife 504 U.S. 555, 570-1 n.5 (1992) accord Young V. People's Bank, 163 SC 57, 161 se 2ND 324, 329, (1931), "Plaintiff's right to recovery depended on its right at the inception of the lawsuit, and the non-existence of a cause of action when the suit was started is a fatal defect, which cannot be cured by the accrual of a cause of action pending suit." (R.p. 520, lines 17-41 & p. 521, line 1-32)SCCode1976,36-3-115.

The original Lender was Quicken Loans, Inc., and there is an (R.p.431,li 13-17) endorsement on the note from Quicken Loans to Countrywide Bank, FSB. Subsequently, there is an "endorsements in blank" from Countrywide which Respondent relies on to maintain standing in this case. However, THE ENDORSEMENT HAS "NO DATE" and the signatures are rubber stamped. Respondent, in relying on one witness who reviewed its business records, could not state when the endorsements aforementioned were made. Who stamped the endorsement? Since no dates, anyone could have rubber stamped the endorsement. "THERE IS AN ISSUE OF AUTHENTICATION OF THE PROMISSORY NOTE." (Bennet v. Deutsche Bank National Trust Company (FLA 4th D Ct App 2013). Petitioner Deaner states that in fraud, the victim is in a position of reliance on false and deliberately misleading information provided by the perpetrators, in this case Bank of America and counsel.(R.p.432,lin1-8). Also, Respondent has intentionally concealed the Trust documents to hide that the Note and Mortgage are Void, and FNMA insurance has paid the debt. In addition, concerning the Petitioner's "Affirmative Defenses and Counter Claim" of areas noted at trial, the Respondent FAILED in "Burden of Proof" on , #5, #7, #12, Petitioner denied Respondent had standing to bring this action merely by claiming a corporate merger with Countrywide AS IT IS NECESSARY to PROVE it still OWNED the Note and Mortgage in this action when the merger took place. (R.p 410-411) In entirety (R. pp. 410-417)

#15, Petitioner denied Respondent is the valid mortgagee as defined in the mortgage, #18, Petitioner denied there was a default and the Respondent has not produced convincing evidence otherwise, #22, #24, #26, Petitioner claims the ORIGINAL NOTE is required for the Plaintiff to maintain this action, and the Respondent is not the Person entitled to enforce as required by 36-3-301, SC CODE OF LAWS to bring this foreclosure action, #28 , #30, The alleged debt in this case is at best AN "UNSECURED DEBT", # 31, Petitioner claimed Respondent/BOA has failed to plead the agency relationship between MERS and Quicken Loans. (R.pp.411-413) as to the Mortgage Assignment, #33, Petitioner claimed the Respondent/BOA failed to plead or show proof of the agency relationship between the owner of the note and the Plaintiff who is only the Servicer, #35, Petitioner denies the Respondent/Boa has suffered any damages as the results of any alleged failure of the Petitioner to pay (a non-proven alleged debt), #37, Petitioner claimed the Respondent/BOA failed to plead its capacity to sue, #39, #40, Petitioner claimed the Court can dismiss the case under Rule 12-b-6, SCRCP, for failure to state facts sufficient where relief can be granted or under Rule 12-b-1, SCRCP, as the Court would then LACK SUBJECT MATTER JURISDICTION, #42-50, Petitioner claimed the Note IS NOT a negotiable instrument under the South Carolina UCC SC Code of Laws 36-3-301, but a non-negotiable note. The Note must have VALID Assignments to be transferred.

As this is not the case, the Respondent/BOA lacks standing to bring this action, #52, Petitioner claimed the Respondent/BOA has violated the Fair Debt Collection Practices Act, 15 USC 1692, et seq., FDCPA, by misrepresenting the nature of the debt in communications with the Petitioner when they are only the Servicer. See Bellistri V. Ocwen, MO E. Dist. App 2009) (R.pp.410-417)(R.p.893,line1-22)(R. pp. 413-416). THE SERVICER IS NOT THE REAL OWNER OF HER NOTE, and #53, the Petitioner claimed the Fair Debt Collection practices Act calls for $1,000 for each violation plus attorney fees when the debt collector, in this case, the Respondent/BOA, misrepresents the nature of the debt, specifically who the debt is owed to. By not ruling in PETITIONER DEANER'S FAVOR in these facts of merit, then these are MATERIALLY HARMFUL Errors against Petitioner.(R.pp.410-417)(R.p.712-720) Note fails to satisfy SC Code 36-3-104.

All of the arguments were ruled upon by the Trail Court, and the PETITIONER is appealing the Referee/Trial Court's failure to act "according to the essential requirements of justice" in these oversights & Appeals Court Affirming when the Respondent did not REBUT or prove with clear and convincing evidence of these matters at the trial. Respondent failed in their "BURDEN OF PROOF" at TRIAL.

PETITIONER continues to ask the Courts for the required documents from the Respondent/BOA to prove the ENDORSEMENTS, NEGOTIATIONS, ASSIGNMENTS AND TRANSFERS THAT A DEBT DOES NOT EXIST, and BOA is not the OWNER OF THE NOTE AND MORTGAGE, nor has entitlement rights or power of sale to foreclose or proven agency rights to do so from Quicken Loans, MERS, Countrywide, or Fannie Mae REMIC 2007-91 Trust or other entity.(R.p.864-871).

In a letter dated September 8, 2015 Seterus, Inc. as new Servicer states, "We decline to provide the Pooling and Servicing Agreement and all documents regarding the Fannie Mae REMIC 2007-91 Trust as well as any agreements between Seterus and your prior Servicers as this information is considered privileged, proprietary and/or confidential or we do not believe it is relevant or necessary to validate the debt owed." This IS NOT true, and it is essential to proving the Note and Mortgage ARE VOID and was never legally transferred to the Trust at all. (Respondent gave same concealment in discovery). Petitioner claims extrinsic fraud on Respondent Bank of America and Respondent's counsel as both knowingly deprived the Petitioner of vital legal information to fully exhibit and try Petitioner's case, and there has never been a real contest before the court of the subject matter of the action. See Hilton Head Ctr SC V.Pub. Ser Comm 294 SC 9,11,362 S.E.2d 176,177 (1987) Also, "relief is granted for extrinsic fraud". Petitioner asks the S.C. Supreme Court to demand all documents regarding the FANNIE MAE REMIC 2007-91 Trust including PSA Agreement be supplied to the SC Supreme Court.

PETITIONER claims an UNJUST/WRONGFUL FORECLOSURE JUDGEMENT action by the Trial Court. The theory that a foreclosure is wrongful is because it is being initiated by a non-holder of the Mortgage and has also been phrased as (1) the foreclosing party lacks standing to foreclose or (2) the chain of title relied upon by the foreclosing party contains BREAKS or DEFECTS. (See, Scott V. JP Morgan Chase Bank, N.A. (2013) 214 Cal.App. 4th 743, 764; Herrara V. Deutsche Bank National Trust Co., supra, (Cal. App.4th 5/2011), Deutsche Bank not entitled on wrongful foreclosure claim because it failed to show a chain of ownership that would establish it was the true BENEFICIARY under the deed of trust.(R.pp.414-415)(R.p.468, lines 14-19)(R.p.455)(R.p.650). Note and Mortgage never transferred are VOID.(Bank of New York Mellon v. Shaffer Ohio 2013,"since the trial court lacked subject matter jurisdiction, and its default judgment was therefore void, Shaffer was not required to comply with the time requirements of Civil Rule 60(b) in order to be entitled to an Order Vacating the Judgment). (R. pp. 583-645) (R.p.455, line1-24).Petitioner asserts note fails to satisfy SC Code Sec 36-3-104.

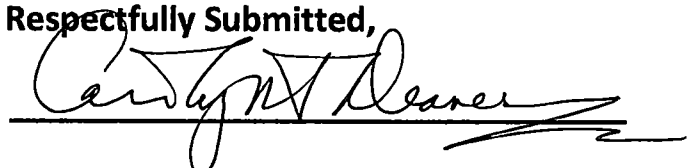
The Trial Court's failure to act in favor of the Petioner's's case and Appeal Court's AFFIRMING was MATERIALLY HARMFUL to the PETITIONER. The doctrine of "Unclean Hands "precludes a Plaintiff from recovering in equity if he acted unfairly in a matter that is the subject of the litigation to the prejudice of the Defendant." Ingram V. Kasey's Assocs., 340 S.C. 98, 107 n. 2, 531 S.E.2d 287,292n 2 (2000). It is FRAUD which misleads a court in determining issues and induces the Court to find for the party perpetrating the fraud, Id (Chewning V. Ford Motor Co.,346 S.C. 28, 550 S.E. 2D 584 (Ct. Appeal, 2001) (S.C. Supreme, No.25627, April 14, 2003). Denial of the release of Fannie Mae REMIC Trust 2007-91 documents has prevented Petitioner from fully exhibiting and presenting case, as NOTE does not satisfy SC Code Ann.Sec. 36-3-104 (1976), therefore, U.S. Supreme Court, Carpenter V. Longan and S.C. Supreme Court, Young V. People's Bank concurring, prevail in this case and SC Judge Nicholas upheld ruling in Deutsche Bk V. Heinrich(SC 9thJudCir 7/2013) as well as Lujan V. Defender's of Wildlife, U.S. Supreme Court prevailing in this case. Wherefore, all Respondents are estopped and precluded from asserting an unsecured claim against Petitioner's property. Transferring a negotiable note is by law opposite from securitizing a non-negotiable note & mortgage, and SEC & Trust Laws rule.

CONCLUSION

For the reasons stated, PETITIONER respectfully asks the South Carolina Supreme Court to grant the Petition for Writ of Certiorari.

JULY 19, 2018

Respectfully Submitted,



Carolyn S. Deaner

Petioner, Pro Se

704 Kershaw Drive

North Augusta (Belvedere),SC 29841

THE STATE OF SOUTH CAROLINA

In the SUPREME COURT

APPEAL FROM COURT OF APPEALS

APPELLATE CASE NO. 2015-001119

APPEAL FROM AIKEN COUNTY

Court of Common Pleas Case No. 2012-CP-02-00699

Referee James Martin Harvey, Jr.

BANK OF AMERICA, N.A., Successor by merger to Bac Home Loans Servicing, LP fka Countrywide Home Loans Servicing, LP,

RESPONDENT

V.

CAROLYN S. DEANER

PETITIONER

CERTIFICATE OF COMPLIANCE OF WRIT OF CERTIORARI

RECEIVED
JUL 19 2018
S.C. SUPREME COURT

The undersigned certifies that the WRIT OF CERTIORARI of Petitioner, Carolyn S. Deaner, Filed on JULY 19, 2018 complies with Rules 242 (c), SCACR.

Respectfully submitted,

Carolyn S. Deaner

704 Kershaw Drive

North Augusta, SC 29841

(706) 399-5496

CERTIFICATE OF SERVICE

I hereby certify that the foregoing CERTIFICATE OF PETITIONER, PRO SE has been served upon the parties in this action by mailing a copy thereof, postage prepaid, to the following:

MCQUIREWOODS, LLP

ROBERT A MUCKENFUSS

TRENT GRISSOM

201 North Tryon Street,

Suite 3000

Charlotte, NC 28202

This the 19TH day of JULY, 2018.

CAROLYN S. DEANER

PETITIONER, Pro Se