

THE STATE OF SOUTH CAROLINA  
In The Court of Appeals

APPEAL FROM KERSHAW COUNTY  
Master-in-Equity  
The Honorable Jeffery M. Tzerman

Case No. 2011-CP-0981

Appellant Cast No. 2012-212971

**RECEIVED**

JAN 11 2013

**SC COURT OF APPEALS**

CitiMortgage, Inc.,.....Respondent,

V.

Ellen R. Springer,.....Appellant, Pro se.

**APPELLANT'S REPLY AFFIRMATION IN OPPOSITION TO RESPONDENT'S  
SUPPLEMENTAL AFFIRMATION IN SUPPORT OF MOTION TO DISMISS: AND  
NOTICE TO FREEZE THE INSTANT PROCEEDING PENDING FINAL DETERMINATION  
BY THE UNITED STATES BANKRUPTCY COURT**

Ellen R. Springer, Appellant  
147-21 109th Avenue  
Jamaica, New York 11435  
Contact: (716) 205-7867  
Fax: (716) 893-3379

THE STATE OF SOUTH CAROLINA  
In The Court of Appeals

APPEAL FROM KERSHAW COUNTY  
Master-in-Equity  
The Honorable Jeffery M. Tzerman

Case No. 2011-CP-0981

Appellant Cast No. 2012-212971

CitiMortgage, Inc.,.....Respondent,

V.

Ellen R. Springer,.....Appellant, Pro se.

**REPLY AFFIRMATION IN OPPOSITION TO SUPPLEMENTAL AFFIRMATION IN SUPPORT OF  
MOTION TO DISMISS W/NOTICE TO FREEZE THE INSTANT PROCEEDING PENDING FINAL  
DETERMINATION BY THE UNITED STATES BANKRUPTCY COURT: EASTERN DISTRICT OF  
NEW YORK**

**PROOF OF SERVICE**

Pursuant to the rules of procedures of the Court of Appeals, the above captioned was placed in a pre-paid, US envelope, and mailed to the below mentioned:

Attorney for "The Imaginary" Respondent-CitiMortgage, Inc.  
Nelson, Mullins, Riley & Scarborough, LLP  
Columbia, S.C.



Ellen R. Springer, Appellant  
147-21 109th Avenue  
Jamaica, New York 11435  
Contact: (716) 205-7867  
Fax: (716) 893-3379

THE STATE OF SOUTH CAROLINA  
In The Court of Appeals

APPEAL FROM KERSHAW COUNTY  
Master-in-Equity  
The Honorable Jeffery M. Tzerman

Case No. 2011-CP-0981

Appellant Cast No. 2012-212971

CitiMortgage, Inc.,.....Respondent,  
V.  
Ellen R. Springer,.....Appellant, Pro se.

**APPELLANT'S REPLY AFFIRMATION IN OPPOSITION TO RESPONDENT'S SUPPLEMENTAL AFFIRMATION IN SUPPORT OF MOTION TO DISMISS: AND NOTICE TO FREEZE THE INSTANT PROCEEDING PENDING FINAL DETERMINATION BY THE UNITED STATES BANKRUPTCY COURT**

I, Ellen R. Springer depose and affirm the following under the penalties and pains of perjury under the Laws of the United States of America as follows:

Pursuant to "The Doctrine of Estoppels" (e.g. equitable estoppel, fraud on the Court, Laches, inter alia), I, Ellen R. Springer, the "alleged" Appellant, "Pro se", above captioned (hereinafter "The Victim"), appear in the instant "Proceeding" of "Special" "Pleadings", without granting jurisdiction, and without surrendering any of her "protected" State and or Federal "constitutional" rights, while reserving all such rights based upon the hearing record that sustains clear and convincing evidence that proved that:

(1) on July 9<sup>th</sup>, 2012, "The Victim" showed the lower court "legally" admissible evidence that proved that there was never any injury to the "Imaginary" Respondent-CitiMortgage, Inc. (hereinafter "The Wrongdoer"), traceable to the actions of "The Victim" herein, as formerly-asserted, and relied upon to lure "The Victim" into this court of jurisdiction, from its inception; and

(2) on July 9<sup>th</sup>, 2012, the "overzealous" predecessor attorney [Rogers, Townsend & Thomas, LLP] saw the evidence and, nonetheless, changed sides and used the procedures of the court to procure jurisdiction, with intent to injure "The Victim", herein, simply in order to win

the case and prohibit "The Wrongdoers" (known and unknown interested parties to the outcome of the action) from being prosecuted for their "wrongdoings"-this was a "purely" "private" act that was defined as "statutory" "Fraud on the Court" (doctrine of Fraud on the court), which evidence was legally "inadmissible" and, therefore failed to sustain their burden of proof; and

(3) on July 9<sup>th</sup>, 2012, the lower Court justice (Hon. Tzerman, J., the judge, jury, executioner, and auction referee in this case), presided over the case from the "wrong side of the fracture" (e.g. "emergency" show cause motion challenged the legal sufficiency of the judgments entered by said justice that made said Justice an "undisclosed" "actor" "agent" to "The Wrongdoer", herein and an interested party to the outcome of the case), Res judicata:

saw the "prima fascia" evidence that "sufficiently" "rebutted" the "power" and "authority" of the Court to move judicially in the instant case, from its inception and but, nonetheless, demonstrated a "Purely" "Private" "act", that entered judgment that denied "emergency" Show Cause relief, in favor of "The Wrongdoer", herein, in excess of "The Doctrine of Equitable Estoppels", thereby "placed" the entire "Neglect" of "The Wrongdoers" and the lower court, upon the "clean" hands of "The Victim", with imposition of injurious "Appeal" bond in the amount of \$28,500.00's that "struck" "down" the "senior" "Citizen" Female" and "The Victim", herein, that allowed "The Wrongdoers", herein, to attempt to take possession of "The Property", and to "evict" "The Victim" from "The Property", upon the rational that "it would be highly prejudicial to "The Wrongdoer", were the Court to grant the "emergency" show cause order relief requested (thereby inferring that the relief was allowable pursuant to Rule 60 [b] [e.g. Fraud on the court, absence of holder in due court, absence of jurisdiction, and, inter alia, absence of a real injured party to the action traceable to the improper conduct of a party to the action): this was done in direct neglect of the lower Court's legal duty and moral obligations to "dismiss" a "civil" foreclosure complaint action, upon sufficient showing of "sham pleadings" and that the moving party lacked standing to bring the action, ab initio, and that the Court lacked jurisdiction, from its inception: simply to advance Corporate interest that, in the instant case, "Struck down" the "Pro se" litigant and "Public citizen" in a "Lawyer-dominated" hearing court, that, therefore, made the judgments rendered

in a manner that deprived equal protection of law, void judgments, and rendered the proceedings held herein "a Mockery of Justice" and "a Miscarriage of Justice" (Strickland v. Washington, 442 U.S. 662 [1984] and, therefore, a "Sham Legal Process" (S.C. Code 15-75-60) that was, accordingly, a "Procedural" "nullity" appearing on the face of the record that was void nullity, without effect, enforcement, efficacy and or respect in any court, and that formed no justification, and was not time barred from recovery of "The Property" even prior to adjudication in opposition by the courts; and all parties concerned with executing a "void" judgment are considered in Law as TRESPASSERS, Res judicata (S.C. Law of Void Judgment).

As to "The Wrongdoer's" supplemental affirmation and motion to dismiss, "The Victim" hereby "Renews all previous "equitably" filed "Pro se" "emergency" motions for relief (e.g. motion to vacate void judgment: motion granting "relief from turnover" pending final determination upon the instant case, and motion for Equitable Estoppel relief, and motion for Order to Show Cause WHY Ellen R. Springer [The Victim herein] should be granted relief from "Void" final Order of default summary judgment and Judgment of Sale, upon the ground of "statutory" "Fraud" "Perpetuated" upon the lower Court by the improper conduct of a party to the instant action, known to this court as "The Wrongdoer" (Respondent-CitiMortgage, Inc.), their agents and their predecessors, and, HEREBY, interposes that:

Pursuant to Federal Civil Practice Rule 1.150 [Sham Pleadings: improper conduct by a party to the action known as the law office of Mullins, Riley & Scarborough, LLP], and based upon the entire aforementioned as sustained by the hearing record provided for this court, previously: "The Victim", herein, HEREBY move this court to judicially reject the following "accusatory" instruments, proffered upon this court by the alleged newly appointed counsel for "The Wrongdoer" herein (see exhibit-A) as follows:

- a. Motion to dismiss the instant matter of appeal; and
- b. Supplemental Affirmation filed in support of said Motion to dismiss; and
- c. "Notice of Substitution of Counsel":

upon the ground that their "formal" pleadings and "allegations" that purport that "The Victim", herein, is not in compliance, were a "misrepresentation" of the material fact, known at the time the motion to dismiss was commenced (see exhibit-B), that was, therefore, construed to do

“substantial” “injustice” (Fed. Civ. P. Rule 1.150); and upon the ground that, due to the “Advent” of an “Active” “Bankruptcy” proceeding that involves “The Victim”, herein, the instant proceeding is here by Declared “frozen” pending final determination of the United States Bankruptcy Court [what this means is that this court can only dismiss the instant action and no more or less, pending final determination in said “Bankruptcy” proceedings that this court has been made aware of] (see exhibit-C), Res judicata. The grounds for relief sought are set out as follows:

Pursuant to the “Truthfulness nature” of the “Admissions Statement Requirement” (Federal Civ. P. Rule 1.), “pleadings” “must be construed” to do “substantial” justice, from its inception, in order to “crossover” the statutory safeguards that block the court’s jurisdictional “power” and “authority” to review “only” “real” claims, with injuries sustained traceable to acts of the accused, Res judicata (Federal Civ. P. Rule 1, applicable to all State and Local Civil Practice Laws, Res judicata). And as a remedy to the contrary, Federal Civil Practice Rule 1.150 mandates that “a Court has discretionary powers to “Strike” a “Civil” foreclosure action matter, with prejudice and without recourse, upon sufficient showing of sham pleadings [pleadings that look perpendicular but were flawed, inter alia, from their inception] [traceable to improper conduct by a party to the action].

Turning to the instant case, motion to dismiss, supplemental affirmation filed in support thereof, and the “Notice of Substitution of Counsel” must be reject, based upon the “merits” of the “improper” “conduct” of said counsel [Mullins, Riley & Scarborough, LLP], whose “inherently” “unclean hands” and “inequitable” conduct” filed “formal” “pleadings” and “allegations” upon this court that were a “misrepresentation” of the material facts. “The new Wrongdoer” jumps leaps and bounds over the “records”, publicly disclosed by the Clerk of this court, that sustain clear and convincing evidence which proved that: “The Victim”, Pro se, has always been in compliance with the rules of this court [the phone records of this court demonstrate that “The Victim” has maintained continuous contact with, inter alia, Dept. Clerk Clair Allen via phone number [(716) 205-7867, exclusively], in an attempt to satisfy the rules of this court in order to maintenance the instant appeal matter and discern why the curt had failed to render timely judgment in connection with pro se motions filed upon this court from

Sept. 21<sup>st</sup> thru Nov. 10<sup>th</sup>, 2012] (see exhibit-D). Said supplemental affirmation comes subsequent to the filing of a motion to dismiss that was also based upon “formal” “pleadings” and “allegations” that “alleged” that “The Victim” was out of compliance for failing to order a “transcription” of hearing, notwithstanding the material fact this court has been notified of said holding of the transcripts and, upon the material fact that, their predecessor attorney [Rogers, Townsend & Thomas, LLP] had been furnished with a copy of said document, on or about Aug. 20<sup>th</sup>, 2012, as a result of the “Pro se” “emergency” motion for “Equitable Estoppel”, relief filed upon the lower court that was denied by the lower court justice, from the wrong side of the fracture, on September 10<sup>th</sup>, 2012 (see exhibit-E), in excess of statutory prohibitions of “The Doctrine of Equitable Estoppels” {the judge bought the “changed side” and “inconsistent Position” “sold to the court by the “unclean” hands and “inequitable” conduct of “The Wrongdoers” and, therefrom, denied “emergency” motion for “Order” to “Show” “Cause”: on September 10<sup>th</sup>, 2012, the same court improperly reviewed and denied said “emergency” motion for a justifiable bringing of a claim for Equitable estoppel relief, and also relinquished “The Victim’s” “constitutional” protected right to petition the court with further “Pro se” and “equitable” motions to complain about the “unsanitary” conduct displayed by the Two Officers of the Lower Court (see exhibit-E), that clearly demonstrated modus operandi to strike down “The Victim” in order to aid the “inanimate” “Wrongdoer” (The Wrongdoer herein) who was, on the other hand, “struck down” by the “Inanimate” “S.C. Constitution”, but whose judicial machinery was defrauded, on July 9<sup>th</sup>, 2012, and was not allowed to go about performing its usual task of adjudicating cases brought to it for adjudication: this was simply because the lower court justice (OFFICER OF THE COURT), in fact, gave the “inanimate” court the “legally” “inadmissible” evidence, proffered upon the court by said “predecessor” “attorney” (Rogers, Townsend & Thomas, LLP), and sold “the real evidence”, that rebutted the legal sufficiency of the judgments rendered and complained about, unto “The Wrongdoer”: in exchange for not having to disturb, inter alia, any of his (Hon. Tzerman, J.) own judgments, that were, in fact, challenged, ab initio (see exhibits-F and G)}.

Accordingly, wherein their conduct was “inequitable” and a “meager” attempt at use of the procedures of the court, “to win the client’s case”, in a manner that sought to “defraud the

judicial machinery” of this court; any attempt at use of the procedures of the court to win the client’s case is barred” by “The Doctrine of Laches” as an “inseparable” incident to the “merits” of the “improper” conduct, proffered upon the Lower Court, by their (The Wrongdoer’s) predecessor attorney [Rogers, Townsend & Thomas, LLP], on July 9<sup>th</sup>, 2012.

Therefore, based upon the entire aforementioned, and upon all the proceedings had herein to date that were, in fact, “arbitrary” and “caprice”, and a “mockery” and “miscarriage” of justice, within the meaning of Strickland v. Washington, supra, it is fair to say that the instant case needs no argument because the material facts come “pre-determined”.

What this means is that the lower court failed to or refused to ensure justice. “NO MATTER THE RUBRIC”, this court has a legal duty and a moral obligation to “ensure that justice, by denying the above referenced “Motion to dismiss”, “Supplemental affirmation in support”, and by judicially rejection of the “Notice of Substitution of Counsel”.

As to the “Matter of Bankruptcy” protection that freezes the instant proceeding as of September 25<sup>th</sup>, 2012, (date of filing) that was consecrated on December 5<sup>th</sup>, 2012, (date of initial meeting of the “creditors”), “The Victim” interposes as follows:

On September 25<sup>th</sup>, 2012, “The Victim” [who maintains “secondary” residency in the State of New York where she conducts her business], did file for Bankruptcy protection with the United States Bankruptcy Court: for the Eastern District of New York, under the attorney representation of “The Law firm of the Hon. Barry Frank, Esq. [Fort Lee, New Jersey]. This “equitable” course of action was pursued subsequent to this court’s actions that entered judgment that denied “pro se” “emergency” motion to “stay” “execution” of “writ of assistance”.

Due to an “act of nature”, a meeting of the creditor was held in connection with the referenced Federal Bankruptcy Court proceedings on December 5<sup>th</sup>, 2012. As a direct result of the “Bankruptcy” proceedings held therein, “The Victim”, herein, has been instructed to inform this Court, that the instant proceedings was thereby and HEREBY declared collaterally frozen, pending final determination of the United States Federal Bankruptcy Court: it is well established that jurisdiction of the Federal Bankruptcy Court proceedings supersede the jurisdiction of this

S.C. Court of Appeals, Res judicata. This court he hereby so notified and directed to act accordingly (see exhibit-H).

**CONCLUSION**

I

MOTION TO DISMISS THE INSTANT APPEAL MUST BE DENIED BECAUSE "THE WRONGDOER" FAILED TO SATISFY THEIR BURDEN OF PROOF WITH PRIMA FASCIA EVIDENCE THAT WARRANTS A GRANTING OF RELIEF, RES JUDICATA; AND

II

BECAUSE THE LAW LEAVES WRONGDOERS WHERE THEY FIND THEM, MOTION TO DISMISS MUST BE DENIED AND "NOTICE OF SUBSTITUTION OF COUNSEL" MUST BE REJECTED BECAUSE THE USE OF THE PROCEDURES OF THE COURT TO WIN THE CLIENT'S CASE IS FRAUD ON THE COURT AND IS PROHIBITED (THE DOCTRINE OF FRAUD ON THE COURT), RES JUDICATA; AND

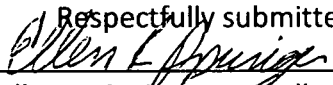
III

MOTION TO DISMISS AND SUPPLEMENTAL AFFIRMATION MUST BE DENIED BECAUSE THE JUDGMENTS APPEALED FROM WERE ENTERED UPON THE AFFIRMATIONS OF COUNSEL FOR THE CLIENT THAT WAS NEVER FINAL: THEY WERE SIMPLY VOID, RES JUDICATA; AND

IV

THE INSTANT MATTER OF APPEAL IS HEREBY DECLARED FROZEN BY THE ADVENT OF BANKRUPTCY PROCEEDINGS WHOSE JURISDICTIONAL POWER AND AUTHORITIES ACTIVELY STAY THE INSTANT PROCEEDINGS, PENDING FINAL OUTCOME THEREOF, AS A MATTER OF DUE PROCESS OF LAW, RES JUDICATA.

DATED: JANUARY 7<sup>TH</sup>, 2013

Respectfully submitted  
  
Ellen R. Springer, Appellant, Pro se

{JURAT}

THE ENTIRE AFOREMENTION WAS STATED UPON THE PENALTIES AND PAINS OF PERJURY UNDER THE LAWS OF THE UNITED STATES OF AMERICA.

  
Ellen R. Springer

EXHIBIT-A

STATE OF SOUTH CAROLINA

COUNTY OF KERSHAW

CitiMortgage, Inc.,

Plaintiff,

v.

Ellen R. Springer; Peggy S. Charles f/k/a Peggy S. Roberts;

Defendant(s).

IN THE COURT OF COMMON PLEAS

DOCKET NO. 11-CP-28-0981

ORDER DENYING DEFENDANT'S MOTION FOR AN EMERGENCY ORDER TO SHOW CAUSE AND INJUNCTIVE RELIEF FROM

SALE

Deficiency Judgment Waived

2012 JUL 17 PM 3:53  
KERSHAW COUNTY, S.C.

(011654-05691)

This matter came before me on July 9, 2012 at 10:00 AM, for a hearing on Defendant's motion for an emergency order to show cause and injunctive relief from sale. All parties were notified of this hearing. Present on behalf of the Plaintiff was its attorney, William S. Koehler. The Defendant, Ellen R. Springer, appeared pro se. Also present was Walter Springer.

Based on the motion and accompanying affidavits submitted by the Defendant and the arguments of both parties, I find that the Defendant's motion should be denied for the following reasons:

First, this Court cannot determine that there was in fact excusable neglect based on the testimony presented.

Second, South Carolina case law, specifically, Mitchell Supply Co. v. Gaffney, 297 S.C. 160, 163-64, 375 S.E.2d 321, 323 (Ct. App. 1988), provides that "the neglect of the attorney is the neglect of the client..." The Defendant argued that her retained counsel from New York improperly told her that she would not be prejudiced by her failure to attend the February 1, 2012 foreclosure hearing; thus, necessitating a finding of excusable neglect. Assuming arguendo that the attorney retained by the Defendant was licensed in South Carolina and her attorney shirked his duties, this Court cannot hold the

*H. C.*

*Cheryl Paul Smith*  
Clerk of Court  
Kershaw County

Plaintiff responsible. The neglect of an attorney to meet a deadline is negligence per se. Consequently, the neglect of the Defendant's attorney is imputed to the Defendant.

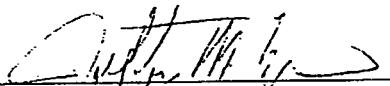
Third, a motion made pursuant to Rule 60, SCRPC must be timely. The longer the time since a party defaults on the summons, the more prejudicial the motion is to the non-moving party. Consequently, a greater burden is placed on the moving party. Given the date of service of the summons, I find that the prejudice to the Plaintiff would be extreme if the Defendant's motion were granted.

THEREFORE, IT IS SO ORDERED that the Motion of Defendant Ellen R. Springer is DENIED.

IT IS HEREBY ORDERED:

1. The Writ of Assistance shall remain in effect and the Defendant has thirty days from the date of this Order to vacate the subject property.
2. If the Defendant decides to appeal this Order, she must post an appeal bond in the amount of \$28,500.00 with the Clerk of County for Kershaw County.

AND IT IS SO ORDERED!

  
The Honorable Jeffrey M. Tzerman  
Master in Equity for Kershaw County

Camden, South Carolina

July 16, 2012

**EXHIBIT-B**



**ROGERS TOWNSEND**  
ATTORNEYS AT LAW

ROGERS TOWNSEND & THOMAS, PC  
DEFAULT SERVICES DEPARTMENT

POST OFFICE BOX 100200 (29202)  
220 EXECUTIVE CENTER DRIVE  
COLUMBIA, SOUTH CAROLINA 29210  
P 803.744.4444 F 803.343.7013  
WWW.RTT-LAW.COM

September 4, 2012

The Honorable Jeffrey M. Tzerman  
P. O. Box 1317  
Camden, SC 29020

Re: CitiMortgage, Inc. vs. Ellen Springer  
Case No. 11-CP-28-0981; Kershaw County  
Our File No. 011654-05691

Dear Judge Tzerman:

I have received a copy of the Emergency Motion for Equitable Estoppel, etc. filed by Ellen Springer. This appears to be an attempt to re-argue Ms. Springer's previous motion, which has already been ruled on by the Court. Please instruct us how you would like to handle this. I am happy to prepare a short order denying for the same reasons as the previous motion, if you see fit. Thank you.

Sincerely yours,

Robert P. Davis  
Attorney for Plaintiff

DSS/kh

cc: Ellen Springer ✓  
147-21 109 Avenue  
Jamaica, NY 11435

FORM 4

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

JUDGMENT IN A CIVIL CASE  
CASE NUMBER 2011CP2800981

Citimortgage Inc	Ellen R Springer Peggy S Roberts Fka	Peggy S Charles
PLAINTIFF(S)		DEFENDANT(S)
Submitted by:	Attorney for: <input type="checkbox"/> Plaintiff <input type="checkbox"/> Defendant <input type="checkbox"/> Self-Represented Litigant	

DISPOSITION TYPE (CHECK ONE)

- JURY VERDICT. This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- DECISION BY THE COURT. This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ACTION DISMISSED (CHECK REASON):
  - Rule 12(b), SCRCP;
  - Rule 41(a), SCRCP (Vol Nonsuit);
  - Rule 43(k), SCRCP (Settled);
  - Other: \_\_\_\_\_
- ACTION STRICKEN (CHECK REASON):
  - Rule 40(j) SCRCP;
  - Bankruptcy;
  - Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award;
  - Other: \_\_\_\_\_
- DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):
  - Affirmed;
  - Reversed;
  - Remanded;
  - Other.

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

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

*Having previously ruled against the Defendant upon her motion to set aside the judgment in this matter, this motion is dismissed, with prejudice and no further motion to set aside will be entertained by this court.*

ORDER INFORMATION

This order  ends  does not end the case.

Additional Information for the Clerk:

*[Handwritten signature]*

*cc: Powers  
Springer  
9/11/12  
[Signature]*

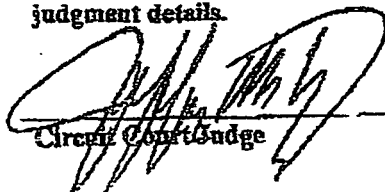
## INFORMATION FOR THE JUDGMENT INDEX

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)

If applicable, describe the property, including tax map information and address, referenced in the order:

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

  
Circuit Court Judge

3056  
Judge Code

9/10/2012  
Date

## For Clerk of Court Office Use Only

This judgment was entered on \_\_\_\_\_, and a copy mailed first class or placed in the appropriate attorney's box on \_\_\_\_\_, to attorneys of record or to parties (when appearing pro se) as follows:

Mary R. Powers PO Box 100200 Columbia, SC 292023200

\_\_\_\_\_  
ATTORNEY(S) FOR THE PLAINTIFF(S)

\_\_\_\_\_  
ATTORNEY(S) FOR THE DEFENDANT(S)

\_\_\_\_\_  
Joyce McDonald - Clerk of Court

Court Reporter

EXHIBIT-C

# The South Carolina Court of Appeals

Citimortgage, Inc., Respondent,

v.

Ellen R. Springer and Peggy S. Charles f/k/a Peggy S. Robers, Defendants,

Of whom Ellen R. Springer is the Appellant.

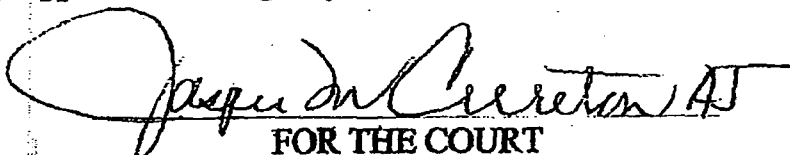
Appellate Case No. 2012-212971

---

## ORDER

---

After careful consideration, Appellant's Emergency Motion to Vacate Void Judgment is denied.

  
FOR THE COURT

Columbia, South Carolina

**FILED**

ec 11/9/12

cc:

Ellen R. Springer

Mary R. Powers

William S. Koehler

Jeffrey Marc Tzerman

Joyce McDonald

EXHIBIT-D



**ROGERS TOWNSEND**  
ATTORNEYS AT LAW

September 4, 2012

The Honorable Jeffrey M. Tzerman  
P. O. Box 1317  
Camden, SC 29020

Re: CitiMortgage, Inc. vs. Ellen Springer  
Case No. 11-CP-28-0981; Kershaw County  
Our File No. 011654-05691

ROGERS TOWNSEND & THOMAS, PC  
DEFAULT SERVICES DEPARTMENT

POST OFFICE BOX 100200 (29202)  
220 EXECUTIVE CENTER DRIVE  
COLUMBIA, SOUTH CAROLINA 29210  
P 803.744.4444 F 803.343.7013  
WWW.RTT-LAW.COM

Dear Judge Tzerman:

I have received a copy of the Emergency Motion for Equitable Estoppel, etc. filed by Ellen Springer. This appears to be an attempt to re-argue Ms. Springer's previous motion, which has already been ruled on by the Court. Please instruct us how you would like to handle this. I am happy to prepare a short order denying for the same reasons as the previous motion, if you see fit. Thank you.

Sincerely yours,

Robert P. Davis  
Attorney for Plaintiff

DSS/kh

cc: Ellen Springer ✓  
147-21 109 Avenue  
Jamaica, NY 11435

**EXHIBIT-E**

STATE OF SOUTH CAROLINA

COUNTY OF KERSHAW

CitiMortgage, Inc.,

Plaintiff,

v.

Ellen R. Springer; Peggy S. Charles f/k/a Peggy S. Roberts;

Defendant(s).

(011654-05691)

IN THE COURT OF COMMON PLEAS

DOCKET NO.

2011-CP-28-1781

COMPLAINT

(NON-JURY)

FORECLOSURE OF REAL ESTATE MORTGAGE

Deficiency Judgment Waived

FILED FOR RECORD  
CLERK OF COURT  
KERSHAW COUNTY, S.C.

2011 NOV -11 PM 2:38

FILED FOR RECORD

Plaintiff alleges:

**GENERAL ALLEGATIONS**

1. This is an action for the foreclosure of a mortgage upon certain real estate in Kershaw County, South Carolina.
2. Pursuant to S.C. Code Section 33-15-101, Plaintiff is a corporation or other legal entity doing business in the State of South Carolina.
3. Plaintiff has the legal right to enforce the negotiable instrument secured by the Mortgage and is the real party in interest as defined by Rule 17(a) of the South Carolina Rules of Civil Procedure.
4. The Plaintiff's servicing agent for the mortgage loan described in this foreclosure action is participating in the Home Affordable Modification Program ("HMP"), but the subject loan is not eligible for modification because the loan is a Federal Housing Administration loan which is not eligible for HMP as contemplated under the Administrative Order issued by the Supreme Court of South Carolina on May 22, 2009.
5. The premises covered and affected by the said mortgage and by the foreclosure thereof is described as follows:

All that certain piece, parcel or lot of land, with improvements thereon, lying, situate and being in the State of South Carolina, County of Kershaw, located near Lugoff in Arlington Subdivision, delineated as Lot A-1 on a plat recorded in Book 37 at Page 2457 and more recently shown on a plat recorded in Book

5 at Page 144. Said lot fronting on the east side of Arlington Drive for a distance of 120.96 feet and extending back therefrom in an easterly direction for a distance of 152.60 feet on its Northern boundary and a distance of 156.91 feet on its southern boundary, with its rear or eastern boundary measuring 88.19 feet and being bounded as follows: North by Lot No. A-2; East by property now or formerly of Bowers; South by property now or formerly of Campbell; and West by Arlington Drive, all as shown on the plat hereinafter referred to.

This being the identical property conveyed to Ellen R. Springer by deed of Wellen Ray Donald and Debra Ann Donald dated July 25, 1990 and recorded January 3, 1991 in Deed Book 5 at Page 142.

Property Address: 18 Arlington Dr  
Lugoff, SC 29078

TMS# 296-10-0A-001-S78

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

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

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

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

A. Peggy S. Charles f/k/a Peggy S. Roberts by virtue of any interest claimed in the subject property.

**FOR A FIRST CAUSE OF ACTION**  
**(Quiet Title Action)**

10. The Plaintiff incorporates the allegations of Paragraphs 1-9 herein.

11. Heretofore, on or about January 3, 1991, Ellen R. Springer made, executed and delivered a certain Fixed Rate Note ("Note") in the principal sum of \$70,065.00, payable in monthly

installments.

12. In order to secure the payment of the Note according to the terms and conditions thereof, Ellen R. Springer made, executed and delivered unto Citizens and Southern Mortgage Corporation a certain real estate mortgage ("Mortgage") covering the previously described property.

13. The Mortgage was signed, witnessed and probated January 3, 1991; thereafter the Mortgage was recorded in the Office of the RMC/ROD for Kershaw County on January 3, 1991, in Mortgage Book 5 at Page 145. This Mortgage was assigned to C&S Real Estate Services, Inc. by assignment dated January 3, 1991 and recorded January 3, 1991 in Book 5 at Page 150; thereafter assigned to GMAC Mortgage Corporation by assignment dated March 3, 1998 and recorded July 20, 1998 in Book 656 at Page 80; thereafter assigned to ABN AMRO Group, Inc. by assignment dated June 6, 2001 and recorded June 25, 2001 in Book 1013 at Page 71. CitiMortgage, Inc. is successor by commercial merger with ABN AMRO Mortgage Group, Inc.

14. Thomas B. Fansler and Barbara R. Fansler conveyed the subject property to the defendants, William Woodrow Roberts a/k/a W.W. Roberts and Peggy S. Roberts as tenants in common with an indestructible right of survivorship by deed dated October 29, 1971 and recorded October 29, 1971 in Book HY at Page 2475; subsequently, Peggy S. Roberts executed a deed in favor of William Woodrow Roberts a/k/a W.W. Roberts dated November 9, 1979 and recorded on November 12, 1979 in Book IN at Page 1447 in the Office of the Register of Deeds for Kershaw County, purporting to convey her interest in the subject property.

15. The Supreme Court of the State of South Carolina, in *Smith v. Cutler*, 366 S.C. 546 (2005) [restating the rule of *Davis v. Davis*, 223 S.C. 182 (1953)], has held that tenancies in common with right of survivorship are "not subject to defeat by the unilateral act of one cotenant."

16. William Woodrow Roberts a/k/a W.W. Roberts did not join in the conveyance evidenced by the deed dated November 9, 1979 and recorded on November 12, 1979 in Book IN at Page 1447. Therefore, this conveyance was not the act of both cotenants, and does not sever the cross-remainder interests held by each respective cotenant. Peggy S. Roberts does not have the legal capacity, acting alone, to defeat the tenancy in common with right of survivorship. The joint action of all cotenants was required to terminate this estate. As a result, Peggy S. Roberts retains a remainder interest in the subject property which, if William Woodrow Roberts a/k/a W.W. Roberts should predecease her, will vest the entire fee simple estate in Peggy S. Roberts. This remainder interest could only have been defeated by William Woodrow Roberts a/k/a W.W. Roberts and Peggy S. Roberts acting together.

17. Plaintiff is informed and believes that William Woodrow Roberts a/k/a W.W. Roberts and Peggy S. Roberts intended to sever their tenancy in common and terminate their respective cross-remainder interests, and by so doing, vest fee simple title in William Woodrow Roberts a/k/a W.W.

Roberts. Plaintiff is informed and believes that this intent was frustrated when William Woodrow Roberts a/k/a W.W. Roberts inadvertently failed to execute the deed in Book IN at Page 1447.

18. Plaintiff is informed and believes that, had he understood that this was necessary to sever the tenancy in common and terminate the respective cross-remainder interests, William Woodrow Roberts a/k/a W.W. Roberts would have joined in executing the deed in Book IN at Page 1447, and thereby vest the fee simple estate in William Woodrow Roberts a/k/a W.W. Roberts.

19. William Woodrow Roberts a/k/a W.W. Roberts then conveyed all interest he had in the subject property to Wellen Donald and Debra Donald by deed dated January 7, 1987 and recorded January 9, 1987 in Book JA at Page 199.

20. Wellen Donald and Debra Donald then conveyed the subject property to defendant Ellen R. Springer by deed dated July 25, 1990 and recorded January 3, 1991 in Deed Book 5 at Page 142.

21. The subject property has not been further deeded.

22. Plaintiff is informed and believes that it is entitled to an order quieting ownership of the subject property in favor of Ellen R. Springer, and terminating any interest of Peggy S. Roberts as of November 12, 1979, the date of her original deed of conveyance.

23. Plaintiff has searched the public records of Kershaw County, and asserts that there are no other liens against the Mortgagor or the subject real estate through the filing date of the Lis Pendens except the above listed liens.

**FOR A SECOND CAUSE OF ACTION**  
**(Foreclosure of Mortgage)**

24. The Plaintiff incorporates the allegations of Paragraphs 1-23 herein.

25. This cause of action is for the foreclosure of the Mortgage described above.

26. Heretofore, on or about January 3, 1991, Ellen R. Springer made, executed and delivered a certain Fixed Rate Note ("Note") in the principal sum of \$70,065.00, payable in monthly installments of principal and interest of \$614.88 commencing March 1, 1991.

27. In order to secure the payment of the Note according to the terms and conditions thereof, Ellen R. Springer made, executed and delivered unto Citizens and Southern Mortgage Corporation a certain real estate Mortgage covering the previously described property and any and all improvements to the property, including but not limited to a mobile/manufactured home:

28. The Mortgage was signed, witnessed and probated January 3, 1991; thereafter the Mortgage was recorded in the Office of the RMC/ROD for Kershaw County on January 3, 1991, in Mortgage Book 5 at Page 145. Subsequently, this Mortgage was assigned unto C & S Real Estate Services, Inc. by assignment dated January 3, 1991 and recorded January 3, 1991 in Book 5 at Page 150;

subsequently, this Mortgage was assigned unto GMAC Mortgage Corporation by assignment dated March 3, 1998 and recorded July 20, 1998 in Book 656 at Page 80; subsequently, this Mortgage was assigned unto ABN AMRO Mortgage Group, Inc; by assignment dated June 6, 2001 and recorded June 25, 2001 in Book 1013 at Page 71. CitiMortgage, Inc. is successor by commercial merger with ABN AMRO Mortgage Group, Inc.

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

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

31. After all payments received by the Plaintiff have been credited to the subject loan, the loan is in default and due for July 1, 2011, and the conditions of the Note and Mortgage have been broken. Plaintiff elects to and does declare the entire balance of said indebtedness due and payable, and that there is due on the Note and Mortgage as of July 1, 2011, the principal sum of \$44,904.96, with interest from June 1, 2011, advances, late charges, and also for the costs and disbursements of this action, including attorney's fees.

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

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

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

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

(1) Grant an order quieting ownership of the subject property in favor of Ellen R. Springer, thus terminating any interest in the subject property held or retained by Peggy S. Roberts as of October 29, 1971, the date the original deed out to Ellen R. Springer.

(2) Direct the RMC/ROD to annotate the public records to reflect ownership of the Mortgage in the Plaintiff.

(3) Ascertain and determine the amount due upon the Note and Mortgage held by Plaintiff together with attorney's fees and costs of this action.

(4) Declare Plaintiff's Mortgage a First Mortgage lien and render judgment of foreclosure for the amount so found to be due and owing thereon, together with any ad valorem taxes or insurance premiums which may be due and have been advanced by the Plaintiff, with reasonable attorney's fees, and for the costs of this action.

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

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

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

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

Second, to the payment and discharge of the amount due on Plaintiff's Note and Mortgage, together with attorney's fees as aforesaid; and

Third, to the distribution of any surplus pursuant to Rule 71, SCRPC.

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

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



Rogers Townsend & Thomas, PC  
ATTORNEYS FOR PLAINTIFF

Samuel C. Waters (SC Bar #5958)  
Reginald P. Corley (SC Bar #69453)  
Ellie C. Floyd (SC Bar #68635)  
Eve Moredock Stacey (SC Bar #5300)  
Robert P. Davis (SC Bar #74030)  
Vance L. Brabham, III (SC Bar #71250)  
John P. Fetner (SC Bar #77460)  
Andrew W. Montgomery (SC Bar #79893)  
Benjamin J. Powell (SC Bar #77205)  
220 Executive Center Drive  
Columbia, SC 29210

Cheryl H. Fisher (SC Bar #15213)  
Jennifer W. Rubin (SC Bar #16727)  
Michael P. Morris (SC Bar #73560)  
Mary R. Powers (SC Bar #16534)  
William S. Koehler (SC Bar #74935)  
Jaclynn B. Goings (SC Bar #77501)  
Kelsey K. Lipscomb (SC Bar #77519)  
Taryn M. Zange (SC Bar #70357)

Post Office Box 100200 (29202)  
(803) 744-4444

Columbia, South Carolina  
October 26, 2011

**EXHIBIT-F**

THE STATE OF SOUTH CAROLINA  
In The Court of Appeals

---

APPEAL FROM KERSHAW COUNTY  
Master-in-Equity

The Honorable Jeffery M. Tzerman

---

Case No. 2011-CP-0981

---

CitiMortgage, Inc.,..... Respondent,

v.

Ellen R. Springer, ..... Appellant.

---

**Substitution of Counsel**

---

Pursuant to Rule 264 of the South Carolina Appellate Court Rules, Respondent CitiMortgage, Inc. notifies this Court that it desires Michael J. Anzelmo, Esquire, A. Mattison Bogan, Esquire, and B. Rush Smith, III, Esquire, of the law firm of Nelson Mullins Riley & Scarborough, LLP, to replace the law firm of Rogers, Townsend & Thomas, PC as counsel of record for it in this appeal. Respondent requests that the law firm of Rogers, Townsend & Thomas, PC be allowed to withdraw as counsel of record. As indicated below, the law firm of Rogers, Townsend & Thomas, PC consents to this request.

Accordingly, Respondent, by and through undersigned counsel, requests that this Court order that Michael J. Anzelmo, Esquire, A. Mattison Bogan, Esquire, and B. Rush Smith, III, Esquire, of the law firm of Nelson Mullins Riley & Scarborough, LLP, be substituted as counsel of record for it in this appeal. Further, Respondent requests that

the law firm of Rogers, Townsend & Thomas, PC be relieved of any further representation and be removed from the court dockets in this matter.

NELSON MULLINS RILEY & SCARBOROUGH LLP

By: 

B. Rush Smith III  
SC Bar No. 012941  
E-Mail: rush.smith@nelsonmullins.com  
A. Mattison Bogan  
SC Bar No. 72629  
E-Mail: matt.bogan@nelsonmullins.com  
Michael J. Anzelmo  
SC Bar No. 72933  
E-Mail: michael.anzelmo@nelsonmullins.com  
1320 Main Street / 17th Floor  
Post Office Box 11070 (29211-1070)  
Columbia, South Carolina 29201  
803.799.2000

Attorneys for CitiMortgage, Inc.

Columbia, South Carolina

November 29, 2012

We so consent:

By: 

Vance L. Brabham, Esquire  
Rogers, Townsend & Thomas, PC  
220 Executive Center Drive  
Columbia, South Carolina 29210  
803.771.7900

Columbia, South Carolina

November 16, 2012

**EXHIBIT-G**



## The South Carolina Court of Appeals

JENNY ABBOTT KITCHINGS  
CLERK

V. CLAIRE ALLEN  
DEPUTY CLERK

POST OFFICE BOX 11829  
COLUMBIA, SOUTH CAROLINA 29211  
1016 SUMTER STREET  
COLUMBIA, SOUTH CAROLINA 29201  
TELEPHONE: (803) 734-1890  
FAX: (803) 734-1839  
[www.sccourts.org](http://www.sccourts.org)

November 09, 2012

Ellen R. Springer  
147-21 109th Avenue  
Jamaica NY 11435

Re: Citimortgage Inc. v. Ellen R. Springer  
Appellate Case No. 2012-212971

Dear Counsel:

Please see the attached order denying your Emergency Motion to Vacate Void Judgment. The appellant's initial brief and designation of matter must be served and filed no more than thirty days from the date of this letter.

Very truly yours,

*V. Claire Allen, Deputy*

CLERK

cc: Mary R. Powers  
William S. Koehler

EXHIBIT-H

1 60 motion.  
 2 THE MASTER-IN-EQUITY: Seems like it to me.  
 3 MR. KOEHLER: If we're going to treat it that way,  
 4 that's fine. They essentially need to show  
 5 excusable neglect and the meritorious defense.  
 6 It seems like they've talked -- or the  
 7 testimony has been generally aimed at those two  
 8 things.  
 9 As far as the meritorious defense, both in the  
 10 motion and in the testimony the Court heard,  
 11 the default has been admitted. The default on  
 12 the -- there seems to be argument about how  
 13 much of the default, but that's been admitted  
 14 and that's already been decided. That's the  
 15 only meritorious defense that I have heard or  
 16 seen in the judgment -- or in the motion,  
 17 excuse me.  
 18 And they've also said that their excusable  
 19 neglect or their neglect should be excusable,  
 20 essentially, based on the advice they received  
 21 from someone they retained up there.  
 22 THE MASTER-IN-EQUITY: That's what I thought I  
 23 heard --  
 24 MR. KOEHLER: That's what I thought I heard.  
 25 THE MASTER-IN-EQUITY: -- is that Ms. Springer

1 the attorney in such cases are those of the  
 2 client."  
 3 That's a --  
 4 THE MASTER-IN-EQUITY: So the Supreme Court has said  
 5 if you leave it in the hands of an expert, you  
 6 can't say they're careless and it's excusable  
 7 because they're an expert.  
 8 MR. KOEHLER: Yes, sir, the Court of Appeals.  
 9 THE MASTER-IN-EQUITY: All right. Continue on,  
 10 Mr. Koehler.  
 11 MR. KOEHLER: Thank you, Your Honor.  
 12 So we don't see meritorious defenses. We don't  
 13 have excusable neglect. And this would cause  
 14 tremendous prejudice to Plaintiff if we were to  
 15 undue the sale, undue the judgment, and go back  
 16 and relitigate this case which is a default  
 17 case. There was a default both in the  
 18 underlying loan and default by the Defendants  
 19 in the case itself.  
 20 THE MASTER-IN-EQUITY: Okay. Does that cover your  
 21 position on behalf of the bank?  
 22 MR. KOEHLER: Yes, sir, it does. It does.  
 23 THE MASTER-IN-EQUITY: All right. Now,  
 24 Ms. Springer, remember what I said. After the  
 25 bank gives their position, I give you a chance

1 relied on the Green Law Firm --  
 2 MR. KOEHLER: Yes, sir.  
 3 THE MASTER-IN-EQUITY: -- for legal advice in  
 4 placing this matter into their hands to take  
 5 care of.  
 6 MR. KOEHLER: Assuming, which would be an  
 7 assumption, that the Green Law Firm did, in  
 8 fact, not perform as they should have or as the  
 9 Defendant contracted with them to, that's a  
 10 claim against the Green Law Firm that can be  
 11 settled outside of this. That's not a claim  
 12 and there's been no allegation as a claim  
 13 against the Plaintiff.  
 14 There is case law in South Carolina that  
 15 specifically talks to Rule 60(B) and an  
 16 attorney's negligence. So even if we assume  
 17 negligence, that's imputed to the litigant and  
 18 it's not excusable neglect under Rule 60(B).  
 19 The case that Ms. -- Mitchell Supply versus  
 20 Gaffney. It's a 1988 Court of Appeals case,  
 21 297 S.C. 160. "General rules and neglect of  
 22 attorney is the neglect of client and no  
 23 mistake, inadvertence or neglect attributable  
 24 to an attorney can successfully be used as  
 25 grounds for relief. The acts and omissions of

1 to respond to the bank's position.  
 2 MS. SPRINGER: Can my son speak on my behalf?  
 3 THE MASTER-IN-EQUITY: Yes.  
 4 MR. KOEHLER: Objection.  
 5 THE MASTER-IN-EQUITY: Take it under advisement.  
 6 MR. SPRINGER: Thank you, sir.  
 7 First of all, I'd like to just clarify the  
 8 facts. We're not admitting to a default  
 9 pertaining to June 11th --  
 10 THE MASTER-IN-EQUITY: I think he's talking more  
 11 about the default of the summons that was  
 12 served on you.  
 13 MR. SPRINGER: That's for June 11th of -- June of  
 14 2011. We're not admitting to that default.  
 15 THE MASTER-IN-EQUITY: No, I think we're talking  
 16 about the pleadings themselves. They were  
 17 filed in November of 2011 and the summons  
 18 provides that you had 30 days to respond in  
 19 writing; otherwise, it would be deemed that  
 20 everything in the complaint is admitted. I  
 21 think that's the default we're talking about.  
 22 The allegation in the complaint is that  
 23 Ms. Springer defaulted on her loan, on her  
 24 note. But continue on.  
 25 MR. SPRINGER: Okay. That's what I wanted to

EXHIBIT-I

TRANSMISSION VERIFICATION REPORT

TIME : : 03/30/2011 10:40  
 NAME : :  
 FAX : :  
 TEL : :  
 SER.# : : US270841N815220

DATE, TIME  
 FAX NO./NAME  
 DURATION  
 PAGE(S)  
 RESULT  
 MODE

03/30 10:35  
 18034385864  
 00:05:33  
 11  
 OK  
 STANDARD

Case 1-12-46858 Doc 1 Filed 09/25/12 Entered 09/25/12 13:20:08

U.S. District Court, SDNY

United States Bankruptcy Court  
 Eastern District of New York

Voluntary Petition

Name of Debtor (if individual, enter Last, First, Middle):  
 Sprattner, Eileen R.

Name of Joint Debtor (Spouse) (Last, First, Middle):

All Other Names used by the Debtor in the last 8 years  
 (include married, maiden, and trade names):

All Other Names used by the Joint Debtor in the last 8 years  
 (include married, maiden, and trade names):

Last four digits of Soc. Sec. or Individual Taxpayer I.D. (ITIN) No./Complete EIN  
 (Enter tax only, zeroed)  
 XXX-XX-9993

Last four digits of Soc. Sec. or Individual Taxpayer I.D. (ITIN) No./Complete EIN  
 (Enter tax only, zeroed)

Street Address of Debtor (No. and Street, City, and State):  
 147-21 109th Ave.  
 Jamaica, NY

ZIP Code  
 11435

Street Address of Joint Debtor (No. and Street, City, and State):

ZIP Code

County of Residence or of the Principal Place of Business:  
 Queens

County of Residence or of the Principal Place of Business:

Mailing Address of Debtor (if different from street address):

ZIP Code

Mailing Address of Joint Debtor (if different from street address):

ZIP Code

Location of Principal Assets of Debtor (if different from street address above):

- Type of Debtor**  
 (Form of Organization) (Check one box)
- Individual (includes Joint Debtors)  
 See Section 7 on page 2 of this form.
  - Corporation (includes LLC and LLP)
  - Partnership
  - Other (If debtor is not one of the above entities, check this box and state type of entity below.)

- Nature of Business**  
 (Check one box)
- Health Care Business
  - Single Asset Real Estate as defined in 11 U.S.C. § 101 (51B)
  - Retail
  - Retailer
  - Commercial Bank
  - Other

- Chapter of Bankruptcy Code Under Which the Petition is Filed** (Check one box)
- Chapter 7
  - Chapter 9
  - Chapter 11
  - Chapter 12
  - Chapter 13
  - Chapter 15 Petition for Recognition of a Foreign Main Proceeding
  - Chapter 15 Petition for Recognition of a Foreign Nonmain Proceeding

**Chapter 15 Debtors**  
 Country of debtor's center of main interests

**Foreign-Successor Entity**  
 (Check box, if applicable)  
 Debtor is a non-exempt organization under Title 26 of the United States Code (see Internal Revenue Code)

**Nature of Debt**  
 (Check one box)

- Debts are primarily consumer debts.
- Debts are primarily business debts.

Filing Fee (Check one box)

Check one box

Chapter 11 Debtors  
 11 U.S.C. § 1045(d)

Mrs. Ellen R. Springer  
147-21 109th Avenue  
Jamaica, NY, 11435  
#(716) 205-7867  
Fax # (716) 893-3379

Date: Jan. 10, 2013

To The Clerk of The Court  
S. C. Court of Appeals

**RECEIVED**

JAN 11 2013

Columbia, S.C.

**SC Court of Appeals**

re: Citi Mortgage, Inc v. Ellen R.  
Springer, case No. 2011-CP-0981  
Appellate case No. 2012-212971

Dear Clerk of the Court:

Enclosed do find reply opposition  
filed in the above re matter.

Please find (+) original (unbound)  
and seven copies for filing, and  
also proof of service.

Thank You  
Ellen R Springer

BRIDGE TO ROAD 28

NO. 11 MAR

WATER