

THE STATE OF SOUTH CAROLINA

In The Court of Appeals

APPEAL FROM ORANGEBURG COUNTY

Court of Common Pleas

William B. Jackson, Jr., Master-In-Equity

Case No. 2018-001303

Wells Fargo Bank, N.A., Respondent,

v.

Dorothy Sistrunk, Appellant.

**APPELLANT'S MEMORANDUM WITH
CITATIONS OF AUTHORITIES SUPPORTING MOTION TO REMAND**

February 22, 2019

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I. AN APPEAL TO THE INTEGRITY OF THE APPELLATE COURT

1. The purpose of this appeal is to end the Mortgage Fraud and an “Illegally Brokered Loan”. Pursuant to Rule 240(c), SCACR, that states in pertinent parts;

(a) “[A]ll motions or petitions filed in an appellate court shall be in writing, shall state the grounds thereof, and shall comply with the requirements of Rule 267. The pages of the motion or petition and all supporting documents shall be consecutively numbered. Each motion or petition shall include the following:

(b) 240(c)(1), SCACR “[A] certificate or affidavit of service reflecting the date of service upon all parties. The original certificate or affidavit of service must be filed with the original motion or petition.”

(c) 240(c)(2), SCACR “[A] memorandum with citation of authorities in support of the motion.”

(d) 240(c)(3), SCACR “[W]here the Record on Appeal or Appendix has not been filed, or where the facts relied upon in support of the motion are not contained in the Record on Appeal or Appendix, the parties shall file affidavits and other documents in support of their positions.”

2. The Internet is serving as an eyewitness for the Appellant to prove 423 Bayne Street is a Mortgage Fraud. The Court can access the following online links,

(a) <https://homefinder.com/property/322138850/Bayne-Orangeburg-SC-29115>

(b) <https://www.trulia.com/p/sc/orangeburg/423-bayne-st-orangeburg-sc-29115-2027497681>

(c) https://www.zillow.com/homes/for_sale/423-Bayne-St-Orangeburg,-SC,-29115_rb/.

the Appellant can now appeal to the integrity of the Appellate Court because she has not seen any in the lawyers or Lower Court. SCDCA can verify Golden Gate Mortgage is not a licensed broker in South Carolina. The Lower Court failed Wells Fargo and failed the Appellant and willingly allowed the Deceit and Deception of Thomas Jacobs / Golden Gate Mortgage (WF00001-29, pp. 67-95, WF00087-88, pp. 153-154, WF00090-93, pp. 156-159, & WF00109, p. 175), the Forgeries, Concealment of Material Facts, Falsified Income, Omission of Material Facts, the Unauthorized Use of a Credit Report,

and the overt Document Fraud of David Terrell (WF00030-32, pp. 96-98, WF00063-64, pp. 129-130, WF00066-74, pp. 132-140, WF00077, p. 143, WF00080-85, pp. 146-151 & WF00088, p. 154), the Appraisal Fraud, Forgery by Name Substitution, and the scam Satisfaction Completion Certificate of Jim H. Austin, III (WF00001-27, pp. 67-93 & WF00078-79, pp. 144-145), the False Certification of a Mortgage, and the Concealment of Material Facts by Debra C. Galloway and Stephanie Hammond at the Player Law Firm (Ex. 68-69, pp. 18-19, WF00058, p. 124, WF00060, p. 126 & WF00097, p. 163) the Concealment and Omission of Material Facts, Falsified Income, Unauthorized Use of a Credit Report and Forgery by Wells Fargo's underwriter(s) (Ex. 140-141, pp. 20-21, compare with WF00028-29, pp. 94-95, also see WF00034-38, pp. 100-104 & WF00065-73, pp. 131-136) and the False Accusations and Concealment of Material Facts by Janet Frotscher at Wells Fargo Home Mortgage (WF00120-121, pp. 186-187 & WF00125-126, pp. 191-192) to escape with their violations and in many cases criminal acts. (See 12 C.F.R. § 1731.2(c) & (e), 15 U.S.C. § 1681n(a), 18 U.S.C. § 1001(a)(1)-(3), § 1014, § 1344 (1)-(2) & § 1346, South Carolina's Code of Laws §§ 16-13-10(A)(B), 34-3-110, 36-3-305(a)(1)(ii)-(iii), 37-5-108(1)-(2), 37-23-40(1)-(2), 37-23-50(A)-(B), 40-58-20(40), 40-58-30(A)(B)(D), 40-58-50(E)(1) & 40-58-70 (1)-(3))

3. The Appellant has witnessed the moral depravity of Wells Fargo's hired attorneys that have maliciously persecuted an innocent victim of a successful scheme or artifice to defraud Wells Fargo Bank, N.A. out of \$75,000.00 (pp. 153-154) and they have done nothing to protect their client, the integrity of the court, encourage justice and fairness, the rule of law or rulings that are pursuant to the evidence, the truth and the facts and these attorneys have demonstrated their willingness to inflict cruel punishment upon the victim of the crime and not the perpetrators of it. These are serious ethical violate the Rules of Professional Conduct that can be found in **Rules 3.3; 3.4; 4.1; 5.1; 8.3 & 8.4.**

4. The Appellant is an eye witness to a sitting judge that signed a Partial Summary Order that is replete with Misinformation, Misrepresented Material Facts, Omitted Material Facts and Outright Lies that was drafted by attorney Elizabeth Scott Moise (Ex. 329, pp. 26-32).

II. THE PURPOSE AND REASONS FOR CITATIONS OF AUTHORITIES SUPPORTING THE MOTION TO REMAND

5. The purpose and reasons for the Appellant's Citations of Authorities are four-fold. The Appellant has already discussed the first reason. The second reason is to take advantage of an Appellate Court procedure and remedy. Rule 240(a), SCACR clearly states in pertinent parts; [**Note: Boldness & Underlining** will be added for emphasis.]

"[T]his Rule governs all motions or petitions filed in the appellate court, including but not limited to: motions for extension of time, motions to reinstate, petitions for rehearing, motions to be relieved as counsel or for substitution of counsel, petitions for supersedeas, **motions to remand** or dismiss and petitions for hearing *en banc*."

6. The third reason is Citations of Authorities support the Appellant's Motion to *Remand* because it is cruel and inhumane to force the Appellant to pay \$159,200.00 for a \$15,000.00 house that was a verifiable Mortgage Fraud on December 4, 2007. (p. 96)

(a) Thummel v. King, 570 SW 2d 679 (Mo. S. Ct. 1978) "[I]f the point is one for which precedent is appropriate and available, it is the obligation of appellant to cite it if he expects to prevail."

(b) Battle v. State, 478 P. 2d 1005 (Okla. Ct. Crim. App. 1970) "[I]t is necessary for counsel for Plaintiff in error not only to assert error, but to support his contentions by both argument and the citations of authorities."

(c) Ala Moana Boat Owners v. State, 434 P. 2d 516 (Ha. S. Ct. 1967) "[W]here arguments in a brief are unsupported by citations of authorities, this court will not ordinarily search out authorities, and will assume that counsel, after diligent search, had been unable to find any supporting authority. Malstrom v. Kalland, 62 Wash.2d 732, 384 P.2d 613 (1963); DeHeer v. Seattle Post-Intelligencer, 60 Wash.2d 122, 372 P.2d 193 (1962); Lindsay v. Keimig, 184 Kan. 89, 334 P.2d 326 (1959); 5 Am.Jur.2d, Appeal and Error, § 700."

(d) Jones v. Wolff, 887 SW 2d 806 (Mo.App. E.D. 1994) "[T]he points relied on must state briefly what actions or rulings of the court for which

review is sought and wherein and why they are claimed to be erroneous, with citations of authorities thereunder.”

(e) First Sav. Bank v. McLean, 314 S.C. 361, 363, 444 S.E.2d 513, 514 (1994) (noting that when a party fails to cite supporting authority or when the argument is simply a conclusory statement, the party is deemed to have abandoned the issue on appeal).

7. The fourth and final reason is in addition to the attached exhibits and affidavits, Citations of Authorities support the Appellant’s Statements of Fact; as well as, her contentions relative to the Lower Court’s Errors of Law and/or Judgment as to the facts and/or law. The Appellant states the facts and supports her facts with the appropriate evidentiary basis and/or material/s; be it an exhibit, affidavit, document and/or citation to an authority or the Internet. Thomas Jacobs is not a licensed loan originator. (SCDCA)

Straeter Distributing v. Fry-Wagner Moving, 862 S.W.2d 415, 417 (Mo.App.E.D.1993) at 417. “[T]he three components of a point relied on are: a concise statement of the challenged ruling of the trial court; the rule of law the court should have applied; and the evidentiary basis upon which the asserted rule is applicable. Points which do not state what ruling of the trial court is challenged nor provide a proper evidentiary basis, but instead set out abstract statements of law, preserve nothing for appeal. Id.”

III. STATEMENT OF GROUNDS FOR THE MOTION TO REMAND, TO END THE FORECLOSURE SALE & TO CANCEL THE LOAN

8. Rule 240(c), SCACR also requires a movant or petitioner to state the grounds thereof for his/her/their petition and/or motion to the Appellate Court.

“[A]ll motions or petitions filed in an appellate court shall be in writing, shall state the grounds thereof, and shall comply with the requirements of Rule 267.”

9. Reasons #1 & #2 To Remand, End The Foreclosure And Cancel The Loan: The Grounds for the Appellant’s Motion to Remand are to cancel the loan, end the unjust foreclosure proceeding, end the cruel punishment and persecution of an innocent victim of a scheme that defrauded Wells Fargo out of \$75,000.00. The loan was done by Thomas Jacobs/Golden Gate Mortgage not Golden Gate Mortgage, Inc. (p. 24, ¶ 3, pp. 67-93, p. 191, ¶3, Sent. #3). Golden Gate Mortgage does not legally exist. (SCDCA)

10. **Reason #3 To Remand, End The Foreclosure And Cancel The Loan:**

There is no rule, statute or procedure the Appellant could have used to compel a Judge to act on the Mortgage Fraud issue. In addition to not being able to compel a Judge to act pursuant to law, research reveals there are many things a Judge or Trial Judge does not have to do. The following are just a few examples out of many.

(a) United States v. Joseph G. Moretti, Inc., 478 F. 2d 418 (5th Cir. 1973) ("..the Judge does not have to involve himself in the sometimes impossible task of writing an impact statement that will satisfy all.")

(b) US v. Dixon, 913 F. 2d 1305 (8th Cir. 1990) ("the trial judge does not have to make an explicit finding of "manifest necessity" or expressly state that particular alternatives were considered and rejected. Arizona v. Washington, 434 U.S. at 516-17, 98 S.Ct. at 835-36.)

(c) State v. Ovitt, 878 A. 2d 314 (Vt: S. Ct. 2005) ("[T]he trial judge does not need to articulate the precise weights assigned to the probative value or prejudicial effect of evidence, or specify why one outweighs the other.")

(d) Abrishamian v. Barbely, 981 A. 2d 797 (Md: Ct. Spcl. Apps. 2009) "[W]e presume that a trial judge correctly exercised discretion, knows the law, and performed his or her duties properly. Payton-Henderson v. Evans, 180 Md.App. 267, 286, 949 A.2d 654 (2008). A judge does not need to state every consideration or factor, so long as the record supports a reasonable conclusion that appropriate factors were taken into account in the exercise of discretion. Id."

11. **Reason #4 To Remand, End The Foreclosure And Cancel The Loan:**

However, there are requirements of law a Judge cannot ignore.

(a) Gee Chee On v. Brownell, 253 F. 2d 814 (5th Cir. 1958) "[T]he Government devotes much space in its brief toward convincing us that a trial judge does not have to believe any witness. That is true only if there is reasonable cause not to believe him, for a court may not arbitrarily reject the testimony of a witness whose testimony appears credible. United States v. Johnson, 5 Cir., 1953, 208 F.2d 729, 730; Arnall Mills v. Smallwood, 5 Cir., 1933, 68 F.2d 57, 59."

(b) Ariasi v. Orient Ins. Co., 50 F. 2d 548 (9th Cir. 1931) "[i]t is a fundamental rule of law that a trial court is not required to accept the testimony of any witness as true, but must weigh the testimony of such witness in connection with all the other evidence in the case and determine the truth, in the absence of all contradictory evidence and any inherent

improbability in the testimony, the court cannot arbitrarily reject the testimony of a witness whose testimony appears credible."

(c) *State v. Johnson*, 692 SW 2d 412 (Tenn: S.Ct. 1985) " "[A]s the Eighth Circuit stated in *United States v. Lincoln*, 630 F.2d 1313 (8th Cir.1980), even if the trial judge concludes that "despite the abstract sufficiency of the evidence to sustain the verdict, [that] the evidence preponderates sufficiently heavily against the verdict that a serious miscarriage of justice may have occurred, [he] may set aside the verdict, grant a new trial, and submit the issues for determination by another jury." Id. at 1319."

(d) *Quick v. Donaldson Co., Inc.*, 90 F. 3d 1372 (8th Cir. 1996) "[T]he basic inquiry is "whether the evidence presents a sufficient disagreement to require submission to a jury or whether it is so one-sided that one party must prevail as a matter of law." *Anderson*, 477 U.S. at 251-52, 106 S.Ct. at 2512. At the summary judgment stage, the court should not weigh the evidence, make credibility determinations, or attempt to determine the truth of the matter. Id. at 249, 106 S.Ct. at 2510. Rather, the court's function is to determine whether a dispute about a material fact is genuine, that is, whether a reasonable jury could return a verdict for the nonmoving party based on the evidence. Id. at 248, 106 S.Ct. at 2510. The evidence of the non-movant is to be believed..., "If reasonable minds could differ as to the import of the evidence," summary judgment is inappropriate. Id. at 250, 106 S.Ct. at 2511."

12. **Reason #5 To Remand, End The Foreclosure And Cancel The Loan:**

Even though not specifically stated in South Carolina's Code of Laws, Mortgage Fraud is a state and federal offense. The Appellant must struggle in legal darkness. The Appellant must grope about in ignorance of court procedures and without knowledge of judicial decisions that number into the hundreds of thousands.

13. Therefore, it is neither practical nor reasonable for any Judge or Jury to conclude that the Appellant should possess the knowledge of a practicing trial lawyer that may have taken years to accumulate the experience, the understanding and to master the protocols arguing a case in Court requires. In addition, as previously stated, there are enough precedents that mandate treating *pro se* litigants with some degree of respect for their claims and defenses like the following precedents:

(a) Erickson v. Pardus, 127 S. Ct. 2197 (2007) "[T]he Court of Appeals' departure from the liberal pleading standards set forth by Rule 8(a)(2) is even more pronounced in this particular case because petitioner has been proceeding, from the litigation's outset, without counsel. A document filed *pro se* is "to be liberally construed, "Estelle, 429 U.S., at 106, 97 S.Ct. 285, and "a *pro se* complaint, however inartfully pleaded, must be held to less stringent standards than formal pleadings drafted by lawyers," *ibid.* (internal quotation marks omitted). Cf. Fed. Rule Civ. Proc. 8(f) ("All pleadings shall be so construed as to do substantial justice")."

(b) Balistreri v. Pacifica Police Dept., 901 F. 2d 696 (9th Cir. 1990) "[T]his court recognizes that it has a duty to ensure that *pro se* litigants do not lose their right to a hearing on the merits of their claim due to ignorance of technical procedural requirements. "Borzeka v. Heckler, 739 F.2d 444, 447 n. 2 (9th Cir.1984) (defective service of complaint by *pro se* litigant does not warrant dismissal); Garaux v. Pulley, 739 F.2d 437, 439 (9th Cir. 1984) "[D]efendants suggest no reason to treat *pro se* appellate briefs any less liberally than *pro se* pleadings."

14. **Reason #6 To Remand, End The Foreclosure And Cancel The Loan:**

The Appellant suffered from nervousness at the hearings. Therefore, her factual live presentations are far from a perfect performance. The Lower Court could have easily remedied the situation by conducting the hearing.

(a) Rule 13(a), SCRMC clearly states in pertinent parts; ".....[I]n the trial of a civil action, in which one or both parties are unrepresented by legal counsel, the court shall question the parties and witnesses in order to assure that all claims and defenses are fully presented." **This did not happen in the Lower Court.**

(b) Rule 614(a)-(b), SCRE, states the following in pertinent parts.. "[I]n extraordinary circumstances, the court may, on its own motion or at the suggestion of a party, call witnesses, and all parties are entitled to cross-examine witnesses thus called. Before calling a court's witness, the court shall afford the parties a hearing on the matter outside the presence of the jury." "[W]hen required by the interests of justice only, the court may interrogate witnesses."

(c) Williams v. S.C. Farm Bureau Mutual Ins. Co., 251 S.C. 464, 163 S.E.2d 212 (1968) "[t]he trial judge, of course, has the right, in his discretion, and in a proper manner, to question witnesses during a trial, in order to elicit the truth." Fowler v. Laney Tank Lines, Inc., 263 S.C. 422, 211 S.E.2d 231 (1975) ("[I]f a trial judge in the exercise of his discretion feels called upon, in the interest of justice, to question witnesses to elicit the truth, he should be cautious to see that such questions are propounded in a fair and impartial manner, and should not express or indicate to the

jury the judge's opinion as to the facts of the case or the weight or sufficiency of the evidence.”)

(d) State v. Chasteen, 228 S.C. 88, 88 S.E. (2d) 880 (1955) quoting State v. Anderson, 85 S.C. 229, 67 S.E. 237, 238. (“[I]t is his duty to see to it that justice be done in every case, if it can be done according to law; and, if he thinks that the attorney for either party, either from inadvertence or any other cause, has failed to ask the witnesses the questions necessary and proper to bring out all the testimony which tends to ascertain the truth of the matter under investigation, we can see no legal objection to his propounding such questions; but, of course, he should do so in a fair and impartial manner and should not by the form or manner of his questions express or indicate to the jury his opinion as to the facts of the case, or as to the weight or sufficiency of the evidence.”)

15. **Reason #7 To Remand, End The Foreclosure And Cancel The Loan:**

Even though the Appellant’s live performance fell short, the same cannot be said for her filed pleadings that are excruciatingly detailed, especially after 2012. All the Appellant’s issues are raised with specificity and particularity and are ripe for Appellate review to avoid a “**Miscarriage of Justice**” and a “**Manifest Injustice**” Therefore, *Remand* is the most expeditious way for the Lower Court to end the foreclosure and cancel the loan.

(a) S.C. Dep’t of Transp. v. First Carolina Corp. of S.C., 372 S.C. 295, 301-02, 641 S.E.2d 903, 907 (2007) (holding, to be preserved for appellate review, an issue must have been: (1) raised to and ruled upon by the trial court, (2) raised by the appellant, (3) raised in a timely manner, and (4) raised to the trial court with sufficient specificity)

(b) State v. Dunbar, 587 SE 2d 691 (2003) “[I]n order for an issue to be preserved for appellate review, it must have been raised to and ruled upon by the trial judge. Issues not raised and ruled upon in the trial court will not be considered on appeal. Humbert v. State, 345 S.C. 332, 548 S.E.2d 862 (2001). A party need not use the exact name of a legal doctrine in order to preserve it, but it must be clear that the argument has been presented on that ground. State v. Russell, 345 S.C. 128, 546 S.E.2d 202 (Ct.App.2001).”

(c) Elam v. South Carolina Dept. of Transp., 602 SE 2d 772 (2004) “[S]econd, a great number of reported cases in South Carolina for at least four generations, and more recently the appellate court rules and rules of civil procedure, have emphasized the importance and absolute necessity of ensuring that all issues and arguments are presented to the lower court for its consideration. Issues and arguments are preserved for appellate review only when they are raised to and ruled on by the lower court. E.g., Wilder Corp. v. Wilke, 330 S.C. 71, 76, 497 S.E.2d 731, 733 (1998) (“It is axiomatic

that an issue cannot be raised for the first time on appeal, but must have been raised to and ruled upon by the trial judge to be preserved for appellate review."")”

(d) Rule 210(h), SCACR, clearly states in pertinent parts; “[E]xcept as provided by Rule 212 and Rule 208(b)(1)(C) and (2), SCACR, the appellate court will not consider any fact which does not appear in the Record on Appeal.”

IV. THERE IS NO EVIDENCE IN THE LOWER COURT RECORDS OF A LEGALLY BROKERED LOAN. HOWEVER, THERE IS CLEAR AND CONVINCING EVIDENCE OF MORTGAGE FRAUD THAT IS SUPPORTED BY STATUTORY DEFINITIONS, THE EVIDENCE, THE FACTS, THE EXHIBITS, AFFIDAVITS AND THE INTERNET.

16. Reason #8 To Remand, End The Foreclosure And Cancel The Loan:

Information on the Internet can prove 423 Bayne Street is a verifiable Mortgage Fraud that mandates a return to the Lower Court in the First Judicial Circuit to end this farce of a legal proceeding that is more liken to a Kangaroo Court proceeding. There is no evidence in the Lower Court’s records of a legally brokered loan. However, the evidence is clear and convincing that a Mortgage Fraud occurred in 2007 that is supported by statutory definitions, evidence, exhibits, facts and affidavits. (pp. 5-8 & pp. 9-17)

17. **There is no evidence in the Lower Court’s records the so called Broker – David Terrell contacted the Appellant.** There are no dates, times, meetings, eyewitness testimony, interrogatories, admissions or affidavits: C.A. Case #2008-CP-38-1024 should have been dismissed with prejudice the minute it was revealed David Terrell never contacted the Appellant and never sent the Appellant any documents. For over 10 years, Wells Fargo failed to present evidence of a legally brokered loan for which relief can be granted. Wells Fargo’s 0174072777 mortgage, loan and note were brokered by the unlicensed seller, Thomas Jacobs / Goldengate or Golden Gate Mortgage and not by Golden Gate Mortgage, Inc. / David Terrell. (Ex. 92, pp. 5-8, Ex. 245, pp. 261-283, 12 C.F.R. § 1731.2(c) & (e) & § 34-3-110 SC Code of Laws) . .

18. **There is no evidence in the Lower Court's records the Appellant harmed Wells Fargo.** For more than 10 years, Wells Fargo has consistently failed to prove the Appellant harmed Wells Fargo. Wells Fargo did not pay the Appellant \$75,000.00. Wells Fargo relied exclusively on documents submitted by the Broker/Golden Mortgage, Inc./David Terrell, Thomas Jacobs, Debra C. Galloway, Jim H. Austin, III, its underwriter(s) and Janet Frotscher. The Appellant did not send any falsified, forged and altered documents to Wells Fargo. In addition, Wells Fargo was duly notified the documents upon which it relied were falsified, forged and altered. (Ex. 92, pp. 263-281)

19. **There is clear and convincing evidence in the Lower Court's records to prove Wells Fargo violated § 37-23-40(1)-(2) SC Code Of Laws.** For over 10 years, the Lower Court overlooked the evidence that Wells Fargo's violated § 37-23-40(1)-(2) SC Code of Laws that mandates counseling, documentation of counseling and limitations. Home loans cannot exceed 50% of gross monthly income. (Ex. WF00034, p. 100 & WF00061-62, pp. 127-128)

20. **There is clear and convincing evidence in the Lower Court records to prove Debra C. Galloway violated 24 CFR Part 35 – Subpart A.** For over 10 years, the Lower Court ignored the Notary Fraud and False Certification of Wells Fargo's mortgage by attorney Debra C. Galloway; along with Stephanie Hammond and her violation of 24 C.F.R. Part 35 – Subpart A as closing agent for Wells Fargo. Stephanie Hammond was not in the Appellant's presence on 12/21/2007 and Thomas Jacobs left the closing and never returned while the Appellant was there. Therefore, Stephanie Hammond could not have witnessed the Appellant signing any documents or executing a mortgage for Wells Fargo and neither could Thomas Jacobs. This was and still is a violation of § 26-1-95 SC Code of Laws in 2007 and now § 26-1-160 (Ex. 68-69, pp. 18-19, WF00058, p. 124,

WF00060, p.126, WF00097, p. 163, See also 12 C.F.R. § 1731.2(c) & (e) & 18 USC §§ 1001(a)(1)-(3) & 1344)

21. **The evidence is clear and convincing in the Lower Court's records to prove Wells Fargo and the so called Broker – David Terrell violated 15 USC § 1681n(a).** There is no authorization for the credit report Wells Fargo used to approve loan #0174072777. (WF00064-74, pp. 130-140)

15 USC § 1681n(a) clearly states in pertinent parts.... “[A]ny person who willfully fails to comply with any requirement imposed under this subchapter with respect to any consumer is liable to that consumer in an amount equal to the sum of— (1)(A) any actual damages sustained by the consumer as a result of the failure or damages of not less than \$100 and not more than \$1,000; or (B) in the case of liability of a natural person for obtaining a consumer report under false pretenses or knowingly without a permissible purpose, actual damages sustained by the consumer as a result of the failure or \$1,000, whichever is greater; (2) such amount of punitive damages as the court may allow; and (3) in the case of any successful action to enforce any liability under this section, the costs of the action together with reasonable attorney’s fees as determined by the court...”

22. **The Lower Court's Orders prove errors of law occurred when it comes to the Mortgage Fraud that occurred.** The Lower Court failed to apply the following Federal and State laws and codes to the exhibits, the facts and the evidence in this case and rule accordingly thereon.

(a) South Carolina Code of Laws

- SECTION 16-13-10(A)(1)-(4) – Forgery
- SECTION 26-1-160 (26-1-95 in 2007) - False Certification
- SECTION 26-3-40(1) – Notaries Public & Acknowledgments
- SECTION 26-3-60(1)-(3) – Notaries Public & Acknowledgments
- SECTION 30-5-30(A)(2)-(C) – Public Records & Recording
- SECTION 30-5-40(1)(a)-(b) - Public Records & Recording
- SECTION 34-3-110 – Crimes Against Financial Institutions
- SECTION 36-3-305(a)(1)(ii-iii) - Defense to Contracts
- SECTION 37-5-108 – Unconscionability
- SECTION 37-23-40(1)-(2) – High-Cost Consumer Home Loans
- SECTION 40-58-20(40) – Mortgage Brokering
- SECTION 40-58-30(A)-(B) – Mortgage Brokering

SECTION 40-58-50(E)(1) - Mortgage Brokering
SECTION 40-58-70(1)-(3) – Mortgage Brokering
S. C. CONST. - ART. I - § 14 - Trial by Jury; Witnesses; Defense
S. C. CONST. - ART. I - § 15 - Cruel & Unusual Punishment

(b) United States Constitution, Codes And/Or Regulations:

12 C.F.R. § 1731.2 – Definition of Mortgage Fraud
15 U.S.C. § 1681n(a) – Unauthorized use of Credit Reports
18 U.S.C. § 1001(a)(1)-(3) – Fraudulent Representations
18 U.S.C. § 1344 – Defrauding a Financial Institution
18 U.S.C. § 1346 – Right to Honest Services
24 C.F.R. Part 35 – Subpart A – Mandatory Federal Disclosure Requirements for Pre 1978 Homes
U.S. Const. Amend. VIII - Cruel & Unusual Punishment

23. Reason #9 To Remand, End The Foreclosure And Cancel The Loan:

The Lower Court failed to take advantage of the Restatement guidelines for adjudicating the Appellant’s case, such as the following:

(a) If the “Fraud” is in the factum, done during the execution of the contract, then the contract is void *ab initio*. The signatory is not bound, because the contract or agreement would not have been entered into if all the facts were known. If the “Fraud” is in the inducement, then the contract is not void, but is voidable by the innocent party (the Defendant), because what was intended to be executed was not in fact executed. Restatement, Second of Contracts § 167 (“[a] misrepresentation induces a party’s manifestation of assent if it substantially contributes to his decision to manifest assent.”)

(b) “[a] misrepresentation may make a contract voidable if it is either fraudulent or material.” *Restatement (Second) Contracts ch. 7, Introductory Note (1981)* “[T]he question of whether a party was fraudulently induced into a contract may go to the formation of the contract. A party that is misled as to the essential terms of a contract does not technically agree to the contract, as no assent to its terms has been formulated due to the misrepresentation. In this situation, it is irrelevant whether the misrepresentation was made by the other party to the contract or a third person. *See Restatement (Second) Contracts § 163 (1981)* (“It is immaterial under the rule stated in this Section whether the misrepresentation is made by a party to the transaction or by a third person.”).

24. Reason #10 To Remand, End The Foreclosure And Cancel The Loan:

The Lower Court’s refusal to allow eyewitness testimony not only was prejudicial to the

Appellant; this refusal is a Due Process violation of S. C.'s Const. - Article I - Section 14, a violation of the Rules of Civil Procedure and a violation of the Rules of Evidence.

(a) **SOUTH CAROLINA CONSTITUTION - ARTICLE 1 - § 14:** clearly states in pertinent parts.. “[T]he right of trial by jury shall be preserved inviolate. Any person charged with an offense shall enjoy the right to a speedy and public trial by an impartial jury; to be fully informed of the nature and cause of the accusation; to be confronted with the witnesses against him; to have compulsory process for obtaining witnesses in his favor, and to be fully heard in his defense by himself or by his counsel or by both.”

(b) Rule 43(a), SCRCP – Clearly states in pertinent parts.. “In all trials the testimony of witnesses shall be taken orally in open court, unless otherwise provided by these rules. All evidence shall be admitted which is admissible under the statutes or rules of evidence heretofore applied in the courts of this State. In any case, the statute or rule which favors the reception of the evidence governs and the evidence shall be presented according to the most convenient method prescribed in any of the statutes or rules to which reference is herein made. The competency of a witness to testify shall be determined in like manner.”

(c) Rule 601(a), SCRE clearly states... “Every person is competent to be a witness except as otherwise provided by statute or these rules.”

(d) Rule 701, SCRE firmly states... “If the witness is not testifying as an expert, the witness' testimony in the form of opinions or inferences is limited to those opinions or inferences which (a) are rationally based on the perception of the witness, (b) are helpful to a clear understanding of the witness' testimony or the determination of a fact in issue, and (c) do not require special knowledge, skill, experience or training.”

(e) Rule 704, SCRE emphatically states,... “Testimony in the form of an opinion or inference otherwise admissible is not objectionable because it embraces an ultimate issue to be decided by the trier of fact.”

25. **Reason #11 to Remand, End The Foreclosure And Cancel The Loan:**

The Lower Court Judge relied exclusively on the misrepresented facts and false statements of Wells Fargo's attorneys, most notably, Elizabeth Scott Moise, James H. Burns and Brian A. Calub. (Ex. 228, p. 24, ¶ 3, Ex. 331, p. 33, ¶ 2, & Ex. 332, p. 41, ¶¶ 1-2, and Wells Fargo's employees, most notably, Janet Frotscher. (WF00120, p.186 & WF00125-126, pp. 191-192) All mistakenly assumed Golden Gate Mortgage and Golden Gate Mortgage, Inc., is the same and they are not. This is according to SCDCA.

(a) *West v. Gladney*, 533 S.E.2d 334, 337 (S.C. May 8, 2000) (“[G]ladney produced no evidence to refute West's statements... this court ordinarily will not consider statements of fact presented only in an attorney's argument in determining whether a genuine issue of material fact exists sufficient to preclude summary judgment.” *Gilmore v. Ivey*, 290 S.C. 53, 348 S.E.2d 180 (Ct.App.1986)

(b) *Regions Bank v. Schmuck*, 354 S.C. 648, 672, 582 S.E.2d 432, 444-45 (Ct. App. 2003). “[T]he right to rely must be determined in light of the plaintiff's duty to use reasonable prudence and diligence under the circumstances in identifying the truth with respect to the representations made to him.” *Id.* at 672, 582 S.E.2d at 445. “[A] party may not rely upon a misstatement of fact when the truth is easily within his reach.” *King v. Oxford*, 282 S.C. 307, 312, 318 S.E.2d 125, 128 (Ct. App. 1984).

(c) *Synanon Found., Inc., v. Bernstein*, 503 A.2d 1254 (D.C.1986) (attorney subornation of perjury and false statements to trial court constitute fraud upon the court)

26. **Reason #12 To Remand, End The Foreclosure And Cancel The Loan:**

Remanding will prevent a **Manifest Injustice**, a **Miscarriage of Justice** and an **Egregious Error of Law**.

(a) *Pacific Ins. Co. v. American Nat. Fire Ins. Co.*, 148 F. 3d 396 (4th Cir. 1998) “[I]n its opinion, the district court noted, first, that one of the grounds on which a Rule 59(e) motion could be granted was to correct a clear error of law or to prevent a manifest injustice. The district court then held that it had made such a clear error of law, one which would result in manifest injustice, when it considered and decided the applicability of FELA to Womack's claim notwithstanding the judgment already entered in Pacific's favor in September 1996. The district court noted that the only motion before the court at the time it decided to rule on the FELA issue was Pacific's motion to amend the judgment to include a monetary award. The district court then held that it should not have considered and decided the applicability of FELA to the Underlying Action because it did not have before it any pleading or motion upon which relief for American National could have been granted.”

(b) *Sojak v. Hudson Waterways Corp.*, 590 F. 2d 53 (2nd Cir. 1978) “[W]here a jury's verdict is wholly without legal support, we will order a new trial in order to prevent a manifest injustice. *See Oliveras v. American Export Isbrandtsen Lines, Inc.*, *supra*, 431 F.2d at 817. We therefore remand the case for a new trial on the merits of the unseaworthiness claim.”

V. **STATEMENTS OF FACT THAT HAVE NEVER BEEN REFUTED OR DENIED THAT SUPPORT A REMAND WITH CITATIONS TO THE RECORD AND TO AUTHORITIES**

27. **Reason #13 To Remand, End The Foreclosure And Cancel The Loan:**

The following Statements of Fact have never been refuted, contested or denied by Wells Fargo, the Seller, the Broker, the Appraiser or the Lower Court. The Appellant's Statement of Fact also support her *Motion to Remand* to end this Mortgage Fraud.

(a) **From the Lower Court's Filed Orders for Over 10 Years**

- (1) The Appellant never waived her right to a Jury Trial.
- (2) The Appellant's Demand for a Jury Trial was never ruled on by the Lower Court. (pp. 243-262)
- (3) The Appellant's Rule 41(b) Motion was never ruled on by the Lower Court. (pp. 201-242)

(b) **The Plaintiff, Wells Fargo Bank, N.A. for Over 10 Years**

- (1) Wells Fargo has never refuted or denied they were not notified on December 22, 2007 that their loan was mired in fraud, deceit and deception. (Ex. 92, pp. 263-281)
- (2) Kathryn R. Perkinson (p. 108) has never refuted or denied she advised the Appellant to work things out with the Seller and if that could not be done to send a request to cancel the loan to Des Moines, Iowa on December 24, 2007. (Ex.s 1 & 2, pp. 1-2)
- (3) Wells Fargo has never refuted or denied they were notified on January 14, 2008, the Appraisal and Satisfaction Completion Certificate were falsified. (Ex. 379, p. 336)
- (4) Wells Fargo has never refuted or denied they were notified on February 25, 2008 the loan was brokered by Thomas Jacobs / Golden Gate Mortgage and not Golden Gate Mortgage/Inc. or David Terrell. (Ex. 245, pp. 288-298 & Ex. 253, pp. 299-321)
- (5) Wells Fargo has never refuted or denied they were notified by phone in November of 2008, the credit report used for loan #0174072777 was not authorized. (Ex. 378, pp. 327-333)
- (6) Janet Frotscher has not presented any evidence in over 10 years that she was at 423 Bayne Street and witnessed the Appellant showing invoices to the Appraiser - Jim H. Austin, III. (WF00125-126, pp. 191-192)
- (7) Ben Windust has not presented any evidence in over 6 years to verify his statement the Appellant's loan, note and mortgage could not be modified because of another lien on 423 Bayne Street. (Ex. 198, pp. 22-23)

(8) Wells Fargo has never refuted or denied, the Seller's sales contract was altered and initialed at Wells Fargo Home Mortgage. (WF00029, p. 95 & Ex.s. 140-141, pp. 20-21)

(9) Wells Fargo has not presented any evidence in over 6 years to validate or prove Golden Gate Mortgage /Inc./ David Terrell actually brokered loan 0174072777. (See Court's Records)

(10) Elizabeth S. Hodgson, has not presented any documentation in over 10 years that she is familiar with the Appellant's loan. (Ex. 235, p. 282 & Ex. 266, pp. 283-287)

(11) Amanda Weatherly, has not presented any documentation in over 2 years that she is familiar with the Appellant's loan. (Ex. 253, pp. 299-323 & Ex. 343, pp. 324-326)

(12) Wells Fargo has not presented any evidence in over 10 years that has refuted or denied any Statement of Fact in the Appellant's filed pleadings from 2008 to the present.

(c) Wells Fargo's Attorneys

(1) There are no statements in the Court's Records from attorney James H. Burns that refutes or denies the Appellant's Statement of Fact that he misstated and misrepresented facts in his filed arguments. (Review Court Records Re: Rule 212(a) SCACR)

(2) There are no statements in the Court's Records from attorney Elizabeth Scott Moise that refutes or denies the Appellant's Statement of Fact that she misrepresented and misstated facts in her filed arguments. (Review Court Records., *Id*)

(3) There are no statements in the Court's Records from attorney Brian A. Calub that refutes or denies the Appellant's Statement of Fact that he misstated and misrepresented facts in his filed arguments. (Review Court Records, *Id*)

(d) The Seller, Broker & Appraiser for Over 10 Years

(1) There are no statements or documents in the Court's Records from the Seller - Thomas Jacobs that refutes or denies the Appellant's Statement of Facts that he brokered loan 0174072777, the Appraisals are falsified, he Altered the Contract of Sale after signing and he misled the Appellant into believing she was cancelling a \$75,000.00 mortgage loan in exchange for a mortgage loan at a much lower price. **The Seller had no intention of lowering the price of 423 Bayne Street.** (WF00092-96, pp.158-162 & WF00107-112, pp. 173-178)

(2) There are no statements in the Court's Records from the Broker - David Terrell that refutes or denies the Appellant's Statement of Facts that he had nothing to do with the mortgage

loan, he submitted the falsified, forged and altered paperwork of Thomas Jacobs and Jim H. Austin, III, with full knowledge Appraisal #7-59 was not ordered for the Appellant and he committed his own Document Fraud. He was not at 423 Bayne on 11/26/2007 and his submitted paperwork is typed and not done by hand. (Ex. 49, pp. 3-4, WF00030-33, pp. 96-99, WF00064, p. 130, WF00066-74, pp. 132-140, WF00080-87, pp. 146-153 & WF00089, p. 155)

(3) There are no statements in the Court's Records from the Appraiser - Jim H. Austin, III that refutes or denies the Appellant's Statements of Fact that he never inspected the property on 9/14/2007 (WF00009, p. 75 & WF00022, p. 88), he never appraised 423 Bayne Street on October, 7th, 8th, or 9th (WF0008, p. 74 & WF00021, p. 87), he engaged in Forgery by Name Substitution (WF00001-26, pp. 167-92), he falsified the value of 423 Bayne Street (pp. 167-192), and he committed Appraisal Fraud and Document Fraud by misrepresenting the property to potential buyers or lenders. (18 USC § 1001(a)(1)-(3))

(e) The Player Law Firm, Stephanie Hammond & Debra C. Galloway for Over 10 Years

(1) There are no statements in the Court's Records from attorney Debra C. Galloway that refutes or denies the Appellant's Statements of Fact that she knowingly violated 24 C.F.R. Part 35 – Subpart A, §§ 26-1-95/160, 26-3-40(1), 26-3-60(1)-(3), 30-5-30(A)(2)-(C) and 30-5-40(1)(a)-(b) SC Code of Laws and she knowingly falsely certified Wells Fargo mortgage because Stephanie Hammond was not in the closing room with the Appellant and Debra C. Galloway on 12/21/2007. (WF00058, p. 124, WF00060, p. 126, & WF00097, p. 163 Ex, 68-69, pp. 18-19 & Ex. 378, pp. 327-333)

(2) There are no statements in the Court's Records from Stephanie Hammond that refutes or denies the Appellant's Statement of Fact that she participated in false certification of Wells Fargo's mortgage because she was not in the closing room with attorney Galloway and the Appellant on 12/21/2007 (p. 124, p. 126, & p. 163 Ex. 378, pp. 327-333)

(f) Statements of Fact Relative to the Appellant that have never been refuted, denied, controverted, contested or proven false

(1) The Appellant did not broker the loan. Thomas Jacobs did that. (pp. 288-298)

(2) The Appellant did not appraise the property. Jim H. Austin, III (WF00078-79, pp. 144-145) misrepresented and omitted facts about that. (pp. 167-192)

(3) The Appellant did not send Wells Fargo any documents with fraudulent representations. The Seller, Broker, the Appraiser and the Closing Agent did that. (WF00001-33, pp. 67-99, WF00058, p. 124, WF00060, p. 126, WF00064, p. 130, WF00074, p. 140, WF00080-87, pp. 146-153, WF00090-97, pp. 156-163, & WF00107-112, pp. 173-178)

(4) Wells Fargo paid the Seller \$75,000.00... not the Appellant. (WF00088, p. 154)

(5) Wells Fargo did not call the Appellant or communicated with the Appellant prior to or after 12/21/2007 to inquire about its 0174072777 mortgage loan or note. (pp. 263-281)

(6) Wells Fargo has presented no evidence to refute or deny the Appellant's Statement of Fact that David Terrell has never seen her, know her, or corresponded with her either in person, by mail or by any authorized representative. Then how did he obtain the loan paperwork, if Thomas Jacobs – the unlicensed Seller did not give it to him or submitted it himself as Golden Gate Mortgage?

(7) Wells Fargo relied on the representations of the Broker, Seller, the Appraiser, the Player Law Firm and its own employees. Wells Fargo did not rely on any representations from the Appellant. Even the signed documents in Appendix 4, WF00033-57, were her attempt to cancel mortgage loan 0174072777, and Wells Fargo has been continuously notified about Mortgage Fraud.

(8) Wells Fargo and Janet Frotscher's Executive Resolution Team have not provided any evidence that refutes or disproves the documents supporting Wells Fargo's loan, note and mortgage are falsified, forged and altered. (Review the Court Records, *Id*)

(9) After February 21, 2008 and prior to June 26, 2008, Wells Fargo has not and did not provide any evidence that appropriate actions were taken to investigate allegations of suspected "Fraud" or initiated an onsite investigation to inspect 423 Bayne Street after Wells Fargo discovered its supporting documents did not belong to the Appellant, were never ordered for the Appellant and Janet Frotscher misrepresented the facts and the material facts after they were known. (p. 186 & pp. 191-192)

(10) Janet Frotscher admitted the "Value" of the Note and Mortgage were taken from the appraisal ordered by the Broker. If the appraised value is falsified, the mortgage value is falsified and the note is unenforceable because it is also based on a falsified value. (p. 186)

(11) If documents Wells Fargo relied upon to make decisions cannot be verified, validated or substantiated and are filled with lies, half truths, misrepresentation of material facts, omissions and/

or misleading information, Wells Fargo's acceptance and reliance upon falsified documents after all the facts are known is to Wells Fargo's detriment. The Appellant has no liability.

(12) Wells Fargo is justified in seeking relief from the individual(s) that sent them false and misleading documents and/or misrepresented material matters and/or material facts upon which Wells Fargo justifiably relied, i.e., the Appraiser, Broker, Seller, the Player Law Firm, Wells Fargo's Executive Resolution Team, Hired Lawyers, and Employees....and not the Appellant.

(13) Based on Wells Fargo's filed documents, Wells Fargo's loan, note and mortgage were an illegal transaction on December 04, 2007. (pp. 96-99 & p. 131)

(14) The Appellant is not responsible for Well Fargo's errors in judgment or bad decisions. Wells Fargo should have filed lawsuits against the Broker, the Seller, the Appraiser, the Player Law Firm, its Hired Lawyers and its Own Employees at Wells Fargo Home Mortgage rather than maliciously persecute the Appellant. According to Janet Frotscher (pp. 191-192) Wells Fargo did not base its loan, note and mortgage on any supporting documents from the Appellant.

(15) If Wells Fargo knowingly accepted a lie, rather than truth; or knowingly accepted falsified documents to substantiate value, rather than ones that can be verified, then Wells Fargo does so to its detriment. Wells Fargo is barred from receiving any relief in any court of competent jurisdiction due to its own negligence.

(16) The Appellant presented the Court sufficient credible evidence to prove Wells Fargo knowingly accepted and used a falsified appraisal #7-59 to establish the "Value" of its note, loan and mortgage. It is immaterial that Wells Fargo claims it did not know they were falsified, the fact remains they are falsified and the Appellant did not send them to Wells Fargo. After January 14, 2008, Wells Fargo knew they were falsified and had the documented evidence of falsification by February 29, 2008.

(17) Should Wells Fargo defend the practice of accepting and using falsified documents to support its mortgage backed securities, Wells Fargo (being a bank) has the potential to defraud millions of people. It is the duty of the Courts to prevent, not aid and abet the use of falsified documents to support securities.

(18) Even though the Appellant's signature on the overwhelming majority of Wells Fargo's supporting documents are forgeries, the Appellant's signature does not make Wells Fargo's fraudulent note and mortgage any less fraudulent or exempt it from the FBI's designation that mortgage fraud is illegal and using falsified documents and inflated appraisals to support a mortgage and note's value is illegal. (12 C.F.R. § 1731.2 & § 34-3-110SC Code of Laws)

(a) "[W]here a person is fraudulently induced to sign or endorse a bill or note in the reasonable belief that he is signing something else, he cannot really be said to have made or indorsed the bill or note; hence the ancient plea of *non est factum* is applicable. He is in effect stating that this is not his contract; in fact, it is not a contract at all." 12 Williston on Contracts § 1488, at 333.

(b) *FBI Mortgage Report 2006*: "[E]ach Mortgage Fraud scheme contains some type of 'material misstatement, misrepresentation, or omission relating to the property or potential mortgage relied on by an underwriter or lender to fund, purchase or insure a loan.'"

(c) *FBI 2007 Mortgage Fraud Report*: "[M]ortgage Fraud is defined as the intentional misstatement, misrepresentation, or omission by an applicant or other interested parties, relied on by a lender or underwriter to provide funding for, to purchase, or to insure a mortgage loan."

(d) *FBI Financial Crime Report to the Public 2007*: In pertinent parts; "[F]raud for Profit is sometimes referred to as "Industry Insider Fraud" and the motive is to revolve equity, falsely inflate the value of the property, or issue loans based on fictitious properties. Based on existing investigations and Mortgage Fraud reporting, 80 percent of all reported fraud losses involve collaboration or collusion by.... insiders."

(e) *Crimes Enforcement Network (FinCEN) Mortgage Loan Fraud Report - 11/2006*: In pertinent parts; "[F]raud for profit is often committed with the complicity of industry insiders such as mortgage brokers, real estate agents, property appraisers, and settlement agents (attorneys and title examiners). Typical fraudulent activities associated with this category in the SAR filing sampling are: appraisal fraud; fraudulent flipping; straw buyers.."

VI. SUMMARY & RELIEF REQUESTED

28. For 10 years the Court and Wells Fargo's hired lawyers refused to call SCDC (South Carolina Department of Consumer Affairs) to verify the Appellant's Statements of Fact that Golden Gate Mortgage is not a registered broker or lender. Wells Fargo's hired lawyers and personnel unwittingly verified account 0174072777 is an illegally brokered loan and a by referring to Golden Gate Mortgage as the broker and not

Golden Gate Mortgage, Inc., (p. 24, ¶ 3, pp. 67-93, p. 191, ¶ 3, Sent. #3 & p. 297, ¶ 34)
The Appellant will not speculate that this is how the Mortgage Fraud worked and why it was so successful. David Terrell, Thomas Jacobs and Jim H. Austin, III concealed the material fact that the loan was done by and for Thomas Jacobs and the Appellant is the innocent victim of the scheme.

29. The record clearly shows it is not the Appellant that has abused the legal process, it is the attorneys for legal tender. WF00125, p. 191, proves the Appellant offered to pay Wells Fargo the fair market value for the property in 2008. The relief the Appellant seeks is justified based on the facts, the evidence, the exhibits and what is now available on the Internet at the links provided in the *Reply Brief* and in this *Memorandum with Citations of Authorities*. This case must be sent to the Lower Court from which it came with clear instructions to examine the evidence to determine the facts and the truth so that this malicious and unjustified persecution of the Appellant can come to end and the perpetrators of the Mortgage Fraud brought to justice.

VII. CONCLUSION

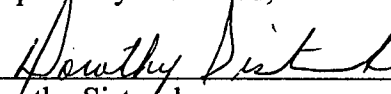
30. For all the reasons stated in the Appellant's *Initial Brief*, *Reply Brief*, in the *Motion to Remand* and in this *Memorandum with Citations of Authorities*, the Appellant prays the Appellant Court will grant the *Motion to Remand* Civil Action Case #2008-CP-38-1024 back to the Court of Common Pleas, in Orangeburg, South Carolina to end this Manifest Injustice, Miscarriage of Justice and Egregious Errors of Law.

Thank you,

Note: Since allegations have been stated with specificity and particularity, this "*Memorandum with Citations of Authorities*" will be verified.

February 22, 2019

Respectfully submitted,

/s/ 
Dorothy Sistrunk
423 Bayne Street
Orangeburg, South Carolina 29115
(803) 268-0716

VIII.

NOTARY CERTIFICATION

IN WITNESS WHEREOF, The undersigned, being duly SWORN, and under the PENALTY OF PERJURY declares the facts in her "Memorandum with Citations of Authorities Supporting Motion to Remand" are true and correct as of her own knowledge. When it comes to matters stated therein that are based upon information and/or belief; as to those matters, she believes them to be true. Accordingly, based on the stated facts; Re: Case No. 2018-001303, has signed, sealed, attested and executed this 1 day of March in the year 2019 in City and County of Orangeburg in the State of South Carolina.

Rule 11(c), SCRPC clearly states in pertinent parts; "[A]ffidavits or verifications authorized or permitted under these Rules shall be written statements or declarations by a party or his attorney of record or of a witness, sworn to or affirmed before an officer authorized to administer oaths, that the affiant knows the facts stated to be true of his own knowledge, except as to those matters stated on information and belief and as to those matters that he believes them to be true."

Appellant's Signature: Dorothy Sistrunk

Notary's Signature as Witness (1): Lisa Steele

Signed, sealed and delivered in the presence of:

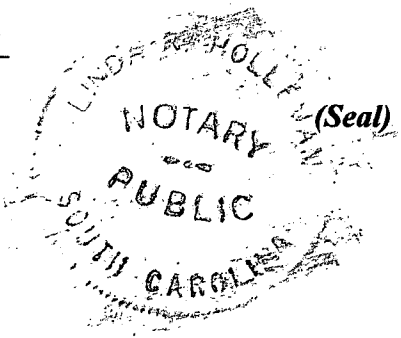
STATE OF SOUTH CAROLINA
COUNTY OF ORANGEBURG

On 3/01/2019 before me appeared Dorothy Sistrunk and proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and by her signature on the "Memorandum with Citations of Authorities Supporting Motion to Remand" and this Notary Certification presents this document to the Appellate Court.

WITNESS my hand and official seal.

Notary's Signature Lisa Steele

Commission Expires 01-21-2025



THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM ORANGEBURG COUNTY
Court of Common Pleas

William B. Jackson, Jr., Master-In-Equity

2018-001303

Wells Fargo Bank, N.A., Respondent,

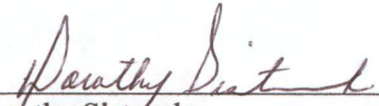
v.

Dorothy Sistrunk, Appellant.

PROOF OF SERVICE

I certify that I served a copy of my "Motion To Remand" with supporting documents that was written on February 22, 2019 and Notary Certified on March 1, 2019 on Wells Fargo Bank, N.A., by depositing a copy of it in the United States Postal Service (USPS), prepaid, on March 1, 2019 and to all the parties listed below

Today's Date: March 1, 2019

/s/ 
Dorothy Sistrunk
423 Bayne Street
Orangeburg, South Carolina 29115
(803) 268-0716

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MAR 01 2019
SC Court of Appeals