

APPELLANT'S RECORD ON APPEAL

THE STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

APPEAL FROM SPARTANBURG COUNTY
Court Of Common Pleas

The Honorable Judge Gordon Cooper
Master In Equity

RECEIVED
FEB 20 2019
SC Court of Appeals

Appellate Case No 2017-002200
Circuit Court Case No.2010-CP-42-0587

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

V.

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

“Appellant’s Record On Appeal”

January, 2nd, 2019

Delbert R. Tangeman

By DELBERT R. TANGEMAN

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

APPELLANT'S RECORD ON APPEAL 2nd AMENDED

THE STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

APPEAL FROM SPARTANBURG COUNTY
Court Of Common Pleas

The Honorable Judge Gordon Cooper
Master In Equity

Appellate Case No 2017-002200
Circuit Court Case No.2010-CP-42-0587

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

V.

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

Appellant's Record On Appeal, 2nd Amended

January, 2nd, 2019

By DELBERT R. TANGEMAN

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

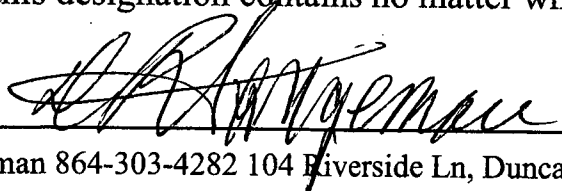
THE STATE OF

II

**DESIGNATION OF MATTER INCLUDED IN THE
APPELLANT'S RECORD ON APPEAL**

- 1. Respondent's **Appendix "A"**, Notice for summary judgment, 2. Notice to "Open the Case"
- 3. Order of Oct. 7, 2017, Denying Motion to Open the Case, 4. Transcript added.
- 5. **Legal Standing Statutes & Legal Review of Standing related to the transcript**
- 6. **Fraudulent Statements by Attorney and Judge Cooper** " " " "
- 7. **Due Process "Denial of Due of Process" and "Foreclosure Process"** "
- 8. **Alonges issue and "Legal Conveyances and Endorsements"** "
- 9. Appellant's' brief in response to the transcript
- 10. Appellant's exhibits pages 1-13

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



Jan. 2, 2019

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

III

INDEX

Appellant Title page.....I
Index.....II
Designation of matter.....III
Proof of Service.....IV
Respondent's APPENDIX "A".....PP A-1 thru A-49
Motion For Summary Judgement.....1-6
Plaintiff's motion to Reopen the case.....6A
Order.....pp 7-12
Notice of appeal.....p 13
Transcript.....pp 14-22
Brief Reviewing Transcriptpp 23-39
 Legal Review to prove "Standing"
 Intrinsic Fraud...Unclean hands
 Proper and Improper Endorsed Alonges
 Issue Of "Due Process" In Law
 Alonges, Conveyances, Endorsements
 Issue Of The Default Dates
 Issue of Redactions
 Issue of Insurance
Exhibits.....pp 40-52

IV

THE STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

APPEAL FROM SPARTANBURG COUNTY
Court Of Common Pleas

The Honorable Judge Gordon Cooper
Master In Equity

RECEIVED
FEB 20 2019
SC Court of Appeals

Appellate Case No 2017-002200
Circuit Court Case No.2010-CP-42-0587

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

V.

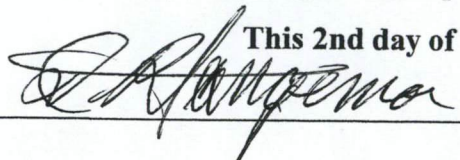
Betty L .Tangeman, Barry D. Mallek, Alice R. Mallek, Donald Coggins Jr., and Delbert R.
Tangemandefendants
of Whom Delbert R. Tangeman is the Appellant

PROOF OF SERVICE OF APPELLANT'S RECORD ON APPEAL

The Appellant hereby certifies that he did deposit his RECORD ON APPEAL by mailing the
same in the U.S. Postal service postage prepaid to the following:

- Marghretta Shisko, Esq., Attorney for Malleks P.O. Box 3547 Sptg, S.C. 29304
- James D. Floyd, Esq., Att. for Respondents, P.O Box 8237 Col., S.C. 29202 (803)726-2700
- John B. Kelchner, Esq., Attorney for Respondents P.O. Box 8237 Col. S.C. 29202
- M.C. Griffin & J/E. Schulz 214 N. Tryon St Suite 3700 Charlotte, NC 28202 (704)388-6000
- Clerk of Court Sptg County, 180 Magnolia St. Sptg. S.C. 29306

This 2nd day of January, 2019



Delbert R. Tangeman

IV

PROOF OF SERVICE

The Appellant hereby certifies that he did deposit HIS RECORD ON APPEAL W/HIS DESIGNATION OF MATTER by mailing the same in the U.S. Postal service postage prepaid to the following parties:

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

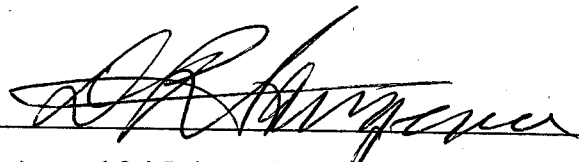
James D. Floyd, Esquire, Attorney for Respondents P.O. Box 8237, Col. S.C. 29202

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

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

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

This 2nd day of January, 201



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

Exhibit A⁻¹

A2

STATE OF SOUTH CAROLINA

COUNTY OF SPARTANBURG

GMAC Mortgage, LLC,

IN THE COURT OF COMMON PLEAS

CIVIL ACTION COVERSHEET

Plaintiff(s)

vs.

Defendant(s)

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

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

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

Attorneys for the Plaintiff
008045-03409

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

DOCKETING INFORMATION (Check all that apply)

*If Action is Judgment/Settlement do not complete

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

NATURE OF ACTION (Check One Box Below)

- | | | | | | |
|---|--|---|---|--|---|
| <p>Contracts</p> <ul style="list-style-type: none"> <input type="checkbox"/> Construction (100) <input type="checkbox"/> Debt Collection (110) <input type="checkbox"/> Employment (120) <input type="checkbox"/> General (130) <input type="checkbox"/> Breach of Contract (140) <input type="checkbox"/> Other (199) | <p>Torts - Professional Malpractice</p> <ul style="list-style-type: none"> <input type="checkbox"/> Dental Malpractice (200) <input type="checkbox"/> Legal Malpractice (210) <input type="checkbox"/> Medical Malpractice (220) <p>Previous Notice of Intent Case #
20__-CP-_____</p> <ul style="list-style-type: none"> <input type="checkbox"/> Notice/File Med Mal (230) <input type="checkbox"/> Other (229) | <p>Torts - Personal Injury</p> <ul style="list-style-type: none"> <input type="checkbox"/> Assault/Slander/Label (300) <input type="checkbox"/> Conversion (310) <input type="checkbox"/> Motor Vehicle Accident (320) <input type="checkbox"/> Premises Liability (330) <input type="checkbox"/> Products Liability (340) <input type="checkbox"/> Personal Injury (350) <input type="checkbox"/> Wrongful Death (360) <input type="checkbox"/> Other (399) | <p>Real Property</p> <ul style="list-style-type: none"> <input type="checkbox"/> Claim & Delivery (400) <input type="checkbox"/> Condemnation (410) <input checked="" type="checkbox"/> Foreclosure (420) <input type="checkbox"/> Mechanic's Lien (430) <input type="checkbox"/> Partition (440) <input type="checkbox"/> Possession (450) <input type="checkbox"/> Building Code Violation (460) <input type="checkbox"/> Other (499) | | |
| <p>Inmate Petitions</p> <ul style="list-style-type: none"> <input type="checkbox"/> PCR (500) <input type="checkbox"/> Mandamus (520) <input type="checkbox"/> Habeas Corpus (530) <input type="checkbox"/> Other (599) | <p>Judgments/Settlements</p> <ul style="list-style-type: none"> <input type="checkbox"/> Death Settlement (700) <input type="checkbox"/> Foreign Judgment (710) <input type="checkbox"/> Magistrate's Judgment (720) <input type="checkbox"/> Minor Settlement (730) <input type="checkbox"/> Transcript Judgment (740) <input type="checkbox"/> Lis Pendens (750) <input type="checkbox"/> Transfer of Structured Settlement Payment Rights Application (760) <input type="checkbox"/> Other (799) | <p>Administrative Law/Relief</p> <ul style="list-style-type: none"> <input type="checkbox"/> Reinstate Driver's License (800) <input type="checkbox"/> Judicial Review (810) <input type="checkbox"/> Relief (820) <input type="checkbox"/> Permanent Injunction (830) <input type="checkbox"/> Forfeiture Petition (840) <input type="checkbox"/> Forfeiture-Consent Order (850) <input type="checkbox"/> Other (899) | <p>Appeals</p> <ul style="list-style-type: none"> <input type="checkbox"/> Arbitration (900) <input type="checkbox"/> Magistrate-Civil (910) <input type="checkbox"/> Magistrate-Criminal (920) <input type="checkbox"/> Municipal (930) <input type="checkbox"/> Probate Court (940) <input type="checkbox"/> SCDOT (950) <input type="checkbox"/> Worker's Comp (960) <input type="checkbox"/> Zoning Board (970) <input type="checkbox"/> Public Service Commission (990) <input type="checkbox"/> Employment Security Commission (991) <input type="checkbox"/> Other (999) | | |
| <p>Special/Complex/Other</p> <table border="0"> <tr> <td style="vertical-align: top;"> <ul style="list-style-type: none"> <input type="checkbox"/> Environmental (600) <input type="checkbox"/> Automobile Arb. (610) <input type="checkbox"/> Medical (620) <input type="checkbox"/> Other (699) </td> <td style="vertical-align: top;"> <ul style="list-style-type: none"> <input type="checkbox"/> Pharmaceuticals (630) <input type="checkbox"/> Unfair Trade Practices (640) <input type="checkbox"/> Out-of-State Deposition (650) <input type="checkbox"/> Motion to Quash Subpoena in An Out-of-County Action (660) <input type="checkbox"/> Sexual Predator (510) </td> </tr> </table> | | | | <ul style="list-style-type: none"> <input type="checkbox"/> Environmental (600) <input type="checkbox"/> Automobile Arb. (610) <input type="checkbox"/> Medical (620) <input type="checkbox"/> Other (699) | <ul style="list-style-type: none"> <input type="checkbox"/> Pharmaceuticals (630) <input type="checkbox"/> Unfair Trade Practices (640) <input type="checkbox"/> Out-of-State Deposition (650) <input type="checkbox"/> Motion to Quash Subpoena in An Out-of-County Action (660) <input type="checkbox"/> Sexual Predator (510) |
| <ul style="list-style-type: none"> <input type="checkbox"/> Environmental (600) <input type="checkbox"/> Automobile Arb. (610) <input type="checkbox"/> Medical (620) <input type="checkbox"/> Other (699) | <ul style="list-style-type: none"> <input type="checkbox"/> Pharmaceuticals (630) <input type="checkbox"/> Unfair Trade Practices (640) <input type="checkbox"/> Out-of-State Deposition (650) <input type="checkbox"/> Motion to Quash Subpoena in An Out-of-County Action (660) <input type="checkbox"/> Sexual Predator (510) | | | | |

FILED
CLERK OF COURT
2011 NOV -3 AM 1:23
MILP
RECEIVED

Submitting Party Signature: _____

Date: 11/2/2010

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

A-3

FOR MANDATED ADR COUNTIES ONLY

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

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

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

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

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

008045-03409

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

A-4

STATE OF SOUTH CAROLINA)
)
 SPARTANBURG COUNTY)
)
 GMAC Mortgage, LLC,)
 Plaintiff)
)
 vs.)
)
 Betty L. Tangeman; Barry D. Mallek; Alice R. Mallek;)
 Donald C. Coggins, Jr.; Delbert R. Tangeman;)
 Defendant.)

IN THE CIRCUIT COURT FOR THE
 SEVENTH
 JUDICIAL CIRCUIT

2010-03409-5847

CERTIFICATE OF EXEMPTION
 FROM ADR

DOCKET NO.

I certify that this action is exempt from ADR because:

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

Plaintiff/Attorney(s) for Plaintiff(s)

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

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

Defendant/Attorney(s) for Defendant(s)

M. HOPE BLACKLEY

2010 NOV -3 AM 1:23

FILED
 CLERK OF COURT
 SPARTANBURG COUNTY

Date: November 2, 2010

008045-03409

SCCA / 234 (01/2010)

STATE OF SOUTH CAROLINA

COUNTY OF SPARTANBURG

GMAC Mortgage, LLC,

Plaintiff,

v.

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

Defendant(s).

IN THE COURT OF COMMON PLEAS

DOCKET NO.

A-5

5847

LIS PENDENS
Deficiency Judgment Waived

2010 RP-42-2082

(008045-03409)

NOTICE IS HEREBY GIVEN THAT an action has been or will be commenced in this Court upon complaint of the above-named Plaintiff against the above-named Defendant(s) for the foreclosure of a certain mortgage of real estate given by Delbert R. Tangeman and Betty L. Tangeman to Bank One, NA dated September 12, 2000, and recorded in the Office of the RMC/ROD for Spartanburg County on September 14, 2000, in Mortgage Book 2382 at Page 703. Subsequently, this Mortgage was assigned unto GMAC Mortgage, LLC by assignment dated February 16, 2009 and recorded February 20, 2009 in Book 4189 at Page 731.

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

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

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

FILED
CLERK OF COURT
SPARTANBURG COUNTY
NOV - 3 AM 12:23
HOPE BACKLICKY

A-6

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

TMS# 7 15-08 262.01

Rogers Townsend & Thomas, PC
ATTORNEYS FOR PLAINTIFF

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

Columbia, South Carolina
November 2, 2010

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

A-7

STATE OF SOUTH CAROLINA

COUNTY OF SPARTANBURG

GMAC Mortgage, LLC,

Plaintiff,

v.

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

Defendant(s).

IN THE COURT OF COMMON PLEAS

DOCKET NO.

5847

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

(008045-03409)

TO THE DEFENDANT(S) ABOVE NAMED:

YOU ARE HEREBY SUMMONED and required to appear and defend by answering the Complaint in this action, of which a copy is herewith served upon you, and to serve a copy of your Answer on the subscribers at their offices, 220 Executive Center Drive, Suite 109, Post Office Box 100200, Columbia, South Carolina 29202, within thirty (30) days after the service hereof, exclusive of the day of such service, except that the United States of America, if named, shall have sixty (60) days to answer after the service hereof, exclusive of the day of such service; and if you fail to do so, judgment by default will be rendered against you for the relief demanded in the Complaint.

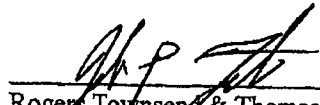
YOU WILL ALSO TAKE NOTICE that Plaintiff will move for an order of reference or that the Court may issue a general order of reference of this action to a master in equity/special referee, pursuant to Rule 53, of the South Carolina Rules of Civil Procedure.

TO MINOR(S) OVER FOURTEEN YEARS OF AGE, AND/OR TO MINOR(S) UNDER FOURTEEN YEARS OF AGE AND THE PERSON WITH WHOM THE MINOR(S) RESIDES, AND/OR TO PERSONS UNDER SOME LEGAL DISABILITY:

2010 NOV 3 AM 1:23
CLERK OF COURT
SPARTANBURG COUNTY

A-8

YOU ARE FURTHER SUMMONED AND NOTIFIED to apply for the appointment of a guardian ad litem within thirty (30) days after the service of this Summons and Notice upon you. If you fail to do so, application for such appointment will be made by GMAC Mortgage, LLC.



Rogers Townsend & Thomas, PC
ATTORNEYS FOR PLAINTIFF

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

Columbia, South Carolina
November 2, 2010

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

STATE OF SOUTH CAROLINA
COUNTY OF SPARTANBURG

GMAC Mortgage, LLC,

Plaintiff,

v.

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

Defendant(s).

(008045-03409)

A-9
IN THE COURT OF COMMON PLEAS

DOCKET NO. 2-5847

COMPLAINT

(NON-JURY)

FORECLOSURE OF REAL ESTATE
MORTGAGE
Deficiency Judgment Waived

Plaintiff alleges:

1. This is an action for the foreclosure of a mortgage upon certain real estate in Spartanburg County, South Carolina.
2. Pursuant to S.C. Code Section 33-15-101, Plaintiff is a corporation or other legal entity doing business in the State of South Carolina.
3. Plaintiff has the legal right to enforce the negotiable instrument secured by Mortgage and is the real party in interest as defined by Rule 17(a) of the South Carolina Rules of Civil Procedure.
4. The Plaintiff's servicing agent for the mortgage loan described in this foreclosure action is participating in the Home Affordable Modification Program ("HMP"), but the subject loan is not eligible for modification because the property is not owner occupied.
5. Some lien on or interest in the real estate, the subject of this action, may be claimed by the Defendant(s) herein.
6. The Defendant(s) herein described as judgment creditors have by filing said judgments designated their attorney entering the judgment as their agent for service of process under the provisions of South Carolina Code Section 15-35-840.
7. Heretofore, on or about September 12, 2000, Betty L. Tangeman made, executed and delivered a certain Fixed Rate Note ("Note") in the principal sum of \$49,000.00, payable in monthly

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

A-10

installments.

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

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

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

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

TMS# 7 15-08 262.01

9. The Mortgage was signed, witnessed and probated September 12, 2000; thereafter the Mortgage was recorded in the Office of the RMC/ROD for Spartanburg County on September 14, 2000, in Mortgage Book 2382 at Page 703. Subsequently, this Mortgage was assigned unto GMAC Mortgage, LLC by assignment dated February 16, 2009 and recorded February 27, 2009 in Book 4189 at Page 731.

10. 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 lien on the mortgaged premises.

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

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

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

FILED
CLERK OF COURT
SPARTANBURG COUNTY
2010 NOV -3 AM 1:23
HEP BLACKEY

A-11

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

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

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

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

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

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

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

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

RECORDED
OFFICE OF CLERK OF COURT
Spartanburg County
2012 NOV -3 AM 12:33
M. HEPP BLACKLEY

Exp.

EW

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

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

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

A-12

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

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

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

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

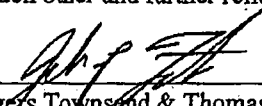
First, to the costs and expenses of the within action and sale;

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

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

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

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


Rogers Townsend & Thomas, PC
ATTORNEYS FOR PLAINTIFF

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

Cheryl H. Fisher (SC Bar #15213)
Jennifer W. Rubin (SC Bar #16727)
Michael P. Morris (SC Bar #73560)
Mary R. Powers (SC Bar #16534)
William S. Koehler (SC Bar #8935)
Kevin T. Hardy (SC Bar #76015)
John P. Fetner (SC Bar #77409)
Vance L. Brabham, III (SC Bar #71209)
Post Office Box 100200 (29202)
(803) 744-4444

Columbia, South Carolina
November 2, 2010

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

A-13



Shipping Tracking Printing Services Locations Support

Sign In

IMPORTANT!

FedEx is closely monitoring the winter storms across portions of the U.S. [Learn More](#)

FedEx® Tracking

780120863020			
Ship date: Fri 3/16/2018	Scheduled delivery: Wed 3/21/2018 by 8:00 pm		
Charlotte, NC US	Delivery exception PINEVILLE, NC		
626 Eagleton Downs Dr Pineville, NC US 28134			
Customer not Available or Business Closed			
Recommended action: Door tag will provide the time and address of the FedEx location where you may pick up your shipment, and also indicate if another delivery attempt will be made.			
Package is not yet available for pickup.			
Delivery Options			
This shipment's delivery has been customized by the recipient. Login or Signup for delivery options to edit or cancel the settings.			
Travel History			
Date/Time	Activity	Location	
- 3/20/2018 - Tuesday			
2:53 pm	Delivery exception	PINEVILLE, NC	
	Customer not available or business closed		
12:07 pm	Delivery option requested		
	Hold at FedEx Facility request received - Check back later for shipment status		
7:21 am	At local FedEx facility	PINEVILLE, NC	
- 3/19/2018 - Monday			
4:04 pm	At local FedEx facility	PINEVILLE, NC	
11:52 am	Delivery exception	PINEVILLE, NC	
	Customer not available or business closed		
6:59 am	At local FedEx facility	PINEVILLE, NC	
- 3/17/2018 - Saturday			
8:04 am	At local FedEx facility	PINEVILLE, NC	
	Package not due for delivery		
8:04 am	At local FedEx facility	PINEVILLE, NC	
8:04 am	At local FedEx facility	PINEVILLE, NC	
- 3/16/2018 - Friday			
9:37 pm	At destination sort facility	CHARLOTTE, NC	
9:07 pm	Left FedEx origin facility	CHARLOTTE, NC	
5:39 pm	Picked up	CHARLOTTE, NC	
3:20 pm	Shipment information sent to FedEx		
Shipment Facts			
Tracking Number	780120863020	Service	FedEx Standard Overnight
Door tag number	DT104835807034, DT104835807034	Weight	0.5 lbs / 0.23 kgs
Signature services	Direct signature required	Total pieces	1
Total shipment weight	0.5 lbs / 0.23 kgs	Terms	Shipper
Shipper reference	900002-301001	Packaging	FedEx Envelope
Special handling section	Deliver Weekday, Residential Delivery, Direct Signature Required	Standard transit	3/19/2018 by 8:00 pm

Ask FedEx

OUR COMPANY

MORE FROM FEDEX

LANGUAGE

- About FedEx
- FedEx Blog
- FedEx Compatible
- Our Portfolio
- Corporate Responsibility
- Developer Resource Center
- Investor Relations
- Newsroom
- FedEx Cross Border
- Careers
- Contact Us

Change Country

A-Ut

English

FOLLOW FEDEX

© FedEx 1995-2018

[Feedback](#) | [Site Map](#) | [Terms of Use](#) | [Security & Privacy](#)

x
Ask FedEx

A-15

ELECTRONICALLY FILED - 2017 May 11 11:59 AM - SPARTANBURG - COMMON PLEAS - CASE#2010CP4205847

STATE OF SOUTH CAROLINA
COUNTY OF SPARTANBURG

IN THE COURT OF COMMON PLEAS

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

MASTER'S ORDER AND JUDGMENT OF FORECLOSURE AND SALE
(NON-JURY MORTGAGE FORECLOSURE)

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

DEFICIENCY WAIVED

TO:
Hutchens Law Firm
Attorney for Plaintiff

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

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

PROCEDURAL HISTORY

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

A-16

ELECTRONICALLY FILED - 2017 May 11 11:59 AM - SPARTANBURG - COMMON PLEAS - CASE#2010CP4205847

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

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

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

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

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

FINDINGS OF FACT

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

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

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

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

A-17

ELECTRONICALLY FILED - 2017 May 11 11:59 AM - SPARTANBURG - COMMON PLEAS - CASE#2010CP4208847

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

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

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

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

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

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

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

A-18

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

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

(a) Total Principal due as of July 12, 2010	\$	36,536.36
(b) Interest from June 12, 2010 through May 11, 2017 @ current interest rate of 9.750%	\$	24,613.99
(c) Escrow Adjustments (debits or credits)	\$	9,639.65
Insurance	\$	1,179.00
County Taxes	\$	4,574.70
Prior Servicer Escrow Balance	\$	3,885.95
(d) Late Charges	\$	312.00
(e) Property Inspections	\$	416.00
(f) Suspense Account	(\$	1.89)
(g) Prior Servicer Fees	\$	6,194.52
(h) BPO/Appraisal Fee	\$	231.00
(i) Title Fee Expenses	\$	250.00
(j) Foreclosure Costs	\$	120.22
(k) Attorney Fees	\$	2,035.00
TOTAL DEBT	\$	80,346.85

A-19

ELECTRONICALLY FILED - 2017 May 11 11:59 AM - SPARTANBURG - COMMON PLEAS - CASE#2010CP4205847

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

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

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

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

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

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

CONCLUSION OF LAW

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

Not True!
GMAC Returned
\$6,000 to Tangemans

see exhibit 4

A-20

ELECTRONICALLY FILED - 2017 May 11 11:59 AM - SPARTANBURG - COMMON PLEAS - CASE#2010CP4205847

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

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

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED:

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

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

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

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

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

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

A-21

ELECTRONICALLY FILED - 2017 May 11 11:59 AM - SPARTANBURG - COMMON PLEAS - CASE#2010CF4205847

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

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

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

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

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

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

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

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

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

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

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

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

A-22

ELECTRONICALLY FILED - 2017 May 11 11:59 AM - SPARTANBURG - COMMON PLEAS - CASE#2010CP4205847

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

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

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

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

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

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

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

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

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

A-23

ELECTRONICALLY FILED - 2017 May 11 11:59 AM - SPARTANBURG - COMMON PLEAS - CASE#2010CP4205847

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

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

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

JUDGE'S SIGNATURE PAGE TO FOLLOW

A-24

FORM 4

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

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

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

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

Submitted by:	Attorney for: <input type="checkbox"/> Plaintiff <input type="checkbox"/> Defendant
	or <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. See Page 2 for additional information.
- 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
- STAYED DUE TO BANKRUPTCY**
- DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
 Affirmed; Reversed; Remanded; Other

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

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

ORDER INFORMATION

This order ends does not end the case.

Additional Information for the Clerk: Foreclosure Action

INFORMATION FOR THE JUDGMENT INDEX

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

Judgment in Favor of (List name(s))	Judgment Against (List name(s))	Judgment Amount To be Enrolled (List amount(s))
Wells Fargo Bank, N.A. as Trustee for Bear Stearns Asset Backed Securities I Trust 2004-BO1	Delbert R. Tangeman and Betty L. Tangeman	\$N/A

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

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

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. Note: Title abstractors and researchers should refer to the official court order for judgment details.
E-Filing Note: In E-Filing counties, the Court will electronically sign this form using a separate electronic signature page.

Gordon G. Cooper, Master in Equity

Judge Code

Date

A-25

For Clerk of Court Office Use Only

This judgment was entered on the _____ day of _____, 20____ and a copy mailed first class or placed in the appropriate attorney's box on this _____ day of _____, 20____ to attorneys of record or to parties (when appearing pro se) as follows:

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

CLERK OF COURT

Court Reporter:

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

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

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

ELECTRONICALLY FILED - 2017 May 11 11:59 AM - SPARTANBURG - COMMON PLEAS - CASE#2010CP4205847

A-26

ELECTRONICALLY FILED - 2017 May 11 11:59 AM - SPARTANBURG - COMMON PLEAS - CASE#2010CP4205847

FORM 4 ATTACHMENT

Betty L. Tangeman
104 Riverside Lane
Duncan, SC 29334

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

Delbert R. Tangeman
104 Riverside Lane
Duncan, SC 29334

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

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

A-27



Spartanburg Common Pleas

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

It is So Ordered

s/Judge Gordon G Cooper-3065

A-28

ELECTRONICALLY FILED - 2017 May 11 12:01 PM - SPARTANBURG - COMMON PLEAS - CASE#2010CP4205847

Notice of Sale

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

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

Legal Description and Property Address:

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

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

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

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

A-29

ELECTRONICALLY FILED - 2017 May 11 12:01 PM - SPARTANBURG - COMMON PLEAS - CASE#2010CP4205847

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

Gordon G. Cooper,
Master in Equity for Spartanburg County

Spartanburg, South Carolina
_____, 2017

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

A-30



Spartanburg Common Pleas

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

It is So Ordered

s/Judge Gordon G Cooper-3065

A-31

STATE OF SOUTH CAROLINE
COUNTY OF SPARTANBURG

IN THE COURT OF
COMMON PLEAS

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

DEFENDANT'S MOTION
TO RECONSIDERS AND
OPEN THE CASE

PLAINTIFFS

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

vs.

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

DEFENDANT

FILED
CLERK OF COURT
SPARTANBURG COUNTY
2010 JUN 15 11:11
M. ROSE BLACKLEY

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

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

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

*Should have
been read*

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

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

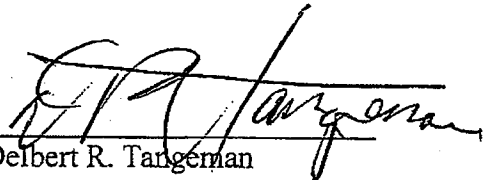
5. I do not see a chain of allonges, assignments, or endorsements attached to the
fraudulant note. Each of the buyers of this fraudulant note must prove that the above or
affidavits proving legal transference in order to have Standing.

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

standing
↑

A-32

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


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

FILED
CLERK OF COURT
2017 JUN 15 10 11
M. HOPE BLADNEY

A-33

CERTIFICATE OF SERVICE

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

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

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

FILED
CLERK OF COURT
M. HOPE BLANKLEY
2017 JUN 15 11:11

A-34

DEE-2017-33479



EXEMPT

DEE BK 116-M PG 621-626

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

Recording Fee: \$12.00

Office of REGISTER OF DEEDS, SPARTANBURG, S.C.

Dorothy Earle, Register Of Deeds

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

STATE OF SOUTH CAROLINA.

DEED

COUNTY OF SPARTANBURG

(PUBLIC SALE)

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

To Whom These Presents shall concern:

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

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

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

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

A-35

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

Legal description and property address:

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

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

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

Grantees Address: 12650 Ingenuity Drive Orlando, FL 32826

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

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

#2
[Handwritten signature]

A-36

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

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Dorothy L. Hunteringer

Janis M. [unclear]

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

#13
[Signature]

A-37

STATE OF SOUTH CAROLINA
COUNTY OF SPARTANBURG

DEED
(PUBLIC SALE)
C/A NO: 2010-CP-42-05847

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

Dorothy L. Hunter

SWORN to before me this
23rd day of June, 2017

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

NOTARY PUBLIC FOR SOUTH CAROLINA

My Commission Expires: 12/2025

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

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

#4
[Signature]

A-38

STATE OF SOUTH CAROLINA)
COUNTY OF SPARTANBURG) AFFIDAVIT FOR TAXABLE OR EXEMPT TRANSFERS

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

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

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

3. Check one of the following: The deed is

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

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

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

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

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

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

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

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

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

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

6. The deed recording fee is computed as follows:

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

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

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

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

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

A-39

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

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

Alan M. Stewart

Responsible Person Connected with the Transaction

Alan M. Stewart, SCB# 15576

Print or Type Name Here

SWORN to and subscribed before me this 15th day of July, 2017
Notary Public for South Carolina
My Commission Expires: 12/1/24
Notary (L.S.): Margaret J. Osborn
Notary (printed name): Margaret J. Osborn

INFORMATION

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

Exempted from the fee are deeds:

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

9

A-40

THE STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

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

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

RECEIVED

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

AUG 28 2017

SC Court of Appeals

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

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

APPELLANT'S INITIAL BRIEF

A-41

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

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

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

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

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

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

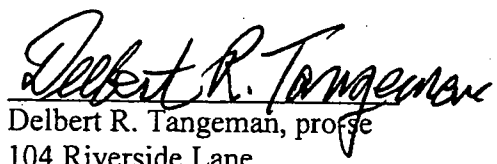
7. Hutchens' foreclosure mill served their case against Tangemans improperly, giving me approximatly seven days to respond. The same happened with the court date

A-42

and sale date as well as Tangeman being unaware about the new electronic filings...not

being treated as a pro-se...I never received a signed judgement from Judge Gordon

Cooper.



Delbert R. Tangeman, pro se

104 Riverside Lane

Duncan, SC 29334

864-303-4282

August 16, 2017

A-43
~~46~~

CERTIFICATE OF SERVICE

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


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

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

RECEIVED

AUG 28 2017

SC Court of Appeals

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

SC

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

CERTIFIED MAIL®



7017 1070 0000 4892 7654

 1000  29211

U.S. POSTAGE
PAID
MARION, NC
28752
AUG 16 17
AMOUNT
\$1.61
R2304M116409-04

 1000  29211

U.S. POSTAGE
PAID
MARION, NC
28752
AUG 16 17
AMOUNT
\$6.10
R2304M116409-04

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

RECEIVED
AUG 28 2017
SC Court of Appeals

8/18
H-A

A-45

FORM 1
NOTICE OF APPEAL IN A CIVIL CASE

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

RECEIVED
SEP 15 2017
SC Court of Appeals
84560

GORDAN COOPER IN THE MASTERS-IN-EQUITY COURT

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

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

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

NOTICE OF APPEAL

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

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

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

A-46

FORM 7
PROOF OF SERVICE OF A NOTICE OF APPEAL

STATE OF SOUTH CAROLINA

IN THE COURT OF APPEALS

RECEIVED

APPEAL FROM SPARTANBURG COUNTY

SEP 15 2017

IN THE COURT OF COMMON PLEAS

SC Court of Appeals

GORDAN COOPER IN THE MASTERS-IN-EQUITY COURT

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

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

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

PROOF OF SERVICE

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

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

September 14, 2017

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

A-47
RECEIVED

SEP 15 2017

SC Court of Appeals

1 STATE OF SOUTH CAROLINA

COURT OF COMMON PLEAS

2
3 COUNTY OF SPARTANBURG

4
5 CERTIFICATE

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

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

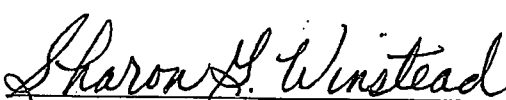
12
13 
Sarah Hollis

14 Court Reporter

15
16 SWORN to before me this

17 21th day of July, 2017.

18 Spartanburg, South Carolina.

19
20 

21 Notary Public for South Carolina

22 My Commission Expires: September 13, 2026.

23

24

25

A-48

The South Carolina Court of Appeals

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

v.

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

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

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

Appellate Case No. 2017-001799

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

ORDER

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

A-49

FOR THE COURT

BY V. Cline Allen, Deputy
CLERK

Columbia, South Carolina

FILED

September 19, 2017

cc:
Delbert R. Tangeman
Donald C. Coggins, Jr., Esquire
John Brian Kelchner, Esquire

STATE OF SOUTH CAROLINA
COUNTY OF SPARTANBURG

1-6
IN THE COURT OF COMMON PLEAS

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

PLAINTIFF,

vs.

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

DEFENDANT(S)

PLAINTIFF'S NOTICE OF MOTION AND
MOTION FOR SUMMARY JUDGMENT

(NON-JURY MORTGAGE
FORECLOSURE)

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

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

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

S/John B. Kelchner

John B. Kelchner (SC Bar No. 13589)

HUTCHENS LAW FIRM

P.O. Box 8237 (29202)

240 Stoneridge Dr.

Columbia, SC 29210

(803) 726-2700

john.kelchner@hutchenslawfirm.com

Attorney for Plaintiff

March 6, 2017

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

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF SPARTANBURG

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

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

AFFIDAVIT OF AMOUNT DUE

PLAINTIFF,

vs.

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

DEFENDANT(S).

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

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

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

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

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

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

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

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

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

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

Dated: 2/22/2017

Affiant Signature: Chastrie R. Eloi

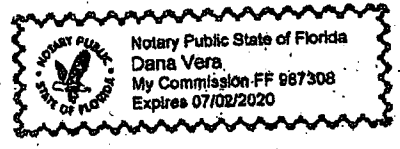
Print Name: Chastrie R. Eloi

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

STATE OF FLORIDA
COUNTY OF PALM BEACH

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

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



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

STATE OF SOUTH CAROLINA
COUNTY OF SPARTANBURG

IN THE COURT OF COMMON PLEAS

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

CERTIFICATE OF SERVICE

(NON-JURY MORTGAGE FORECLOSURE)

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

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

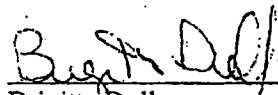
Betty L Tangeman
104 Riverside Lane
Duncan, SC 29334

Betty L Tangeman
102 Oak Ridge Street
Spartanburg, SC 29306

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

Delbert R. Tangeman
104 Riverside Lane
Duncan, SC 29334

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



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

6

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

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

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

Order received on the
10-7-17

7



T-12

HIGH PERFORMANCE LAW™

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

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

P.O. Box 8237
Columbia, SC 29202

September 28, 2017

Betty L. Tangeman
104 Riverside Lane
Duncan, SC 29334

Delbert R. Tangeman
104 Riverside Lane
Duncan, SC 29334

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

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

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

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

Dear Sir/Madam:

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

Sincerely,
Samantha J. Rhoades
Samantha J. Rhoades
Legal Assistant

cc: The Honorable Gordon G. Cooper

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

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

STATE OF SOUTH CAROLINA
COUNTY OF SPARTANBURG

IN THE COURT OF COMMON PLEAS

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

PLAINTIFF,

vs.

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

DEFENDANT(S)

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

(NON-JURY MORTGAGE FORECLOSURE)

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

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

INTRODUCTION AND PROCEDURAL HISTORY

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

STANDARD OF REVIEW

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

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

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

CONCLUSIONS OF LAW

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

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

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

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

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

IT IS SO ORDERED.

JUDGE'S SIGNATURE PAGE TO FOLLOW



Spartanburg Common Pleas

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

It is So Ordered

s/Judge Gordon G Cooper-3065

STATE OF SOUTH CAROLINA
COUNTY OF SPARTANBURG

IN THE COURT OF COMMON PLEAS

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

CERTIFICATE OF SERVICE
(NON-JURY MORTGAGE FORECLOSURE)

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

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

Betty L. Tangeman
104 Riverside Lane
Duncan, SC 29334

Delbert R. Tangeman
104 Riverside Lane
Duncan, SC 29334

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

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

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

This the 28th of September, 2017

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

13

FORM 1
NOTICE OF APPEAL IN A CIVIL CASE

THE STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

RECEIVED
OCT 13 2017
SC Court of Appeals

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

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

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

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

NOTICE OF APPEAL

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

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

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

14

1 STATE OF SOUTH CAROLINA
2 COUNTY OF SPARTANBURG

COURT OF COMMON PLEAS

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

6 -VS-

TRANSCRIPT OF TESTIMONY

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

(2010CP42-5847)

10 DEFENDANTS.

12 REFERENCE HELD:

SEPTEMBER 25, 2017.

13 B E F O R E:

HONORABLE GORDON G. COOPER,
MASTER-IN-EQUITY FOR SPARTANBURG COUNTY.

15

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

16

17

Delbert R. Tangeman is present.

18

19

20

21

22

23

24

25

RECEIVED
NOV 17 2017
SC Court of Appeals

Sarah Hollis, Court Reporter

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

9 MR. TANGEMAN: Yes sir.

10 THE COURT: It is your motion.

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

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

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

15 THE COURT: All right.

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

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

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

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

22 THE COURT: Anything further Mr. Tangeman?

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

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

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

13 THE COURT: All right.

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

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

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

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

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

11 MR. KELCHNER: Yes, Your Honor.

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

13 MR. KELCHNER: Yes sir.

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

15 MR. KELCHNER: Yes sir.

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

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

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

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

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

1 MR. TANGEMAN: Your Honor, I got a copy before from here.

2 THE COURT: We don't have a copy now. But the e-filing - - Mr. Tangeman listen to me. If
3 you want a copy - - counsel do you have an email Mr. Tangeman?

4 MR. TANGEMAN: Yes sir.

5 THE COURT: All right. If you would write it down and give it to counsel. I don't want it on
6 the record because as counsel has stated you have to be very concerned about things that make it
7 onto the record. So if you would write it down and give it to him. And if you would e-mail a
8 copy as well after I electronically file it.

9 MR. KELCHNER: Yes, Your Honor.

10 THE COURT: But that will be available in the Clerk's office on the second floor of this
11 building. We are on the third (3) floor now. So as soon as I sign it electronically it will be filed
12 in the Clerk's office.

13 MR. TANGEMAN: So I can pick up a copy in the Clerk's office?

14 THE COURT: They can run you off a copy there but counsel is going to also e-mail you a copy
15 at the e-mail address that you provide to him. *he did not do that*

16 MR. TANGEMAN: All right.

17 THE COURT: Do you have something to write on?

18 MR. TANGEMAN: Yes sir.

19 THE COURT: All right. Counsel if you would do that as a courtesy to Mr. Tangeman as well.

20 MR. KELCHNER: Yes sir.

21 THE COURT; All right. Counsel can you read it?

22 MR. KELCHNER: I am sorry.

23 THE COURT: Can you read what he wrote? Can you tell what it is?

24 MR. KELCHNER: Yes, Your Honor.

25 THE COURT: All right. If you will prepare that like I said and e-file it and I will sign it s soon

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

3 MR. KELCHNER: Yes, Your Honor.

4 THE COURT: All right.

5 MR. KELCHNER: Thank you.

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

7 MR. TANGEMAN: Thank you.

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

9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

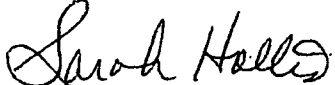
1 STATE OF SOUTH CAROLINA
2
3 COUNTY OF SPARTANBURG
4

COURT OF COMMON PLEAS

5 CERTIFICATE
6

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

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

13 
14 Sarah Hollis
15 Court Reporter
16

17 SWORN to before me this
18 9th day of October, 2017.
19 Spartanburg, South Carolina.
20

21
22 
23 _____

24 Notary Public for South Carolina
25 My Commission Expires: September 13, 2026.

INITIAL STATEMENT

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

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

ISSUE OF STANDING & REVIEW OF LEGAL STANDING

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

LEGAL REVIEW IN ORDER TO PROVE "STANDING

1. **"INJURY:** The plaintiff must have suffered or imminently will suffer injury. The injury must not be abstract and must be within the zone of interests meant to be regulated or protected under the statutory or constitutional guarantee in question."
 - A. The injury was self-inflicted. GMAC sent back to Appellant payments amounting to more than \$6,800.00. Therefore, Appellant just gave up and quit sending payments. (Exhibit # 4)
 - B. After several years, the debt grew so large that it passed the real value of the property. Respondent sent to various Attorneys applications for "LOAN MODIFICATION". None responded...Those efforts went nowhere!

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

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

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

3. "REDRESSABILITY:" A favorable court decision must be likely to redress the injury.

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

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

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

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

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

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

PROPER vs. IMPROPER ENDORSED ALONGES

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

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

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

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

MISLEADING STATEMENTS BY RESPONDENT AND THE COURT

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

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

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

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

UNCLEAN HANDS

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

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

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

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

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

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

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

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

"2003)(citing James F. Dreher, A Guide to S.C. Evidence 93 (1967)
 Raby v. Orr, 358 S.C. 10, 594 S.E.2d 478 (2004) (Intrinsic fraud was
 misrepresentation about accounting practices), Bowman v. Bowman, 375 S.C.
 146, 591 S.E.2d 654 (Ct. App. 2004)(Intrinsic fraud was failure to disclose
 information about retirement account), Chewing v. Ford Motor Co., 354 S.C.
 72, 79 S.E.2d 605 (2003)(Fraud upon the court by an attorney, whether or not
 intrinsic or extrinsic, can be used to set aside a prior judgment), Chewing v.
 Ford Motor Co., 345 S.C. 28, 550 S.E.2d 584 (Ct. App. 2001)(Fraud upon the
 court by an attorney Raby v. Orr, 358 S.C. 10, 594 S.E.2d 478 (2004) (Intrinsic
 fraud was misrepresentation about accounting practices), Bowman v. Bowman,
 375 S.C. 146, 591 S.E.2d 654 (Ct. App. 2004)(Intrinsic fraud was failure to
 disclose information about retirement account), Chewing v. Ford Motor Co.,

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

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

DUE PROCESS OF LAW

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

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

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

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

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

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

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

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

(Appellant did not receive any notice served by a licensed or unlicensed server for either the Complaint nor the Writ.)

THE MAGNA CHARTA

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

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

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

ALONGES

“Though prevalent, these practices do not meet the technical requirements of the New York Uniform Commercial Code to make the transferee of a promissory note its “holder.” The potential result: unnecessary and totally avoidable legal issues if the purchaser or pledgee ever needs to establish it holds the note. For example, in a foreclosure, these imperfections might let the borrower defeat a motion for summary judgment by claiming the plaintiff does not validly hold the loan. The problem arises from a careful reading of the technical requirements of the UCC as in effect in New York (New York UCC).² New York is one of only two states (S.C. see # 16 below) that still use the antiquated 1951 version of UCC Article 3.3 The ‘No-Space Test’ Under any UCC, if a transferee (whether buyer or secured party) wants to become a “holder”⁴ of a negotiable instrument⁵ —or, better, a “holder in due course”⁶—the transferor must first duly “negotiate” the instrument to the new holder. Negotiation of a negotiable⁷ instrument requires delivery of the instrument to the holder with any necessary indorsement.⁸ Being a holder (even “in due course”) of an instrument is not necessarily the same as owning it, though some courts do not grasp the

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

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

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

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

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

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

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

DEFAULT DATE:

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

ISSUE OF REGARDING REDACTIONS

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

ISSUE OF INSURANCE

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

(See Lines 9-11 page 3).

AP Longeman

40

Exhibit

#

1

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

BETTY L. TANGEMAN
104 RIVERSIDE LN
DUNCAN, SC 29334

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

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

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

TERMS FOLLOWING A APPLY ONLY IF CHECKED

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

Single Advance: I will receive all of this principal sum on SEP. 12, 2000. No additional advances are contemplated under this note.
 Multiple Advance: The principal sum shown above is the maximum amount of principal I can borrow under this note. On _____ I will receive the amount of \$ _____ and future principal advances are contemplated.
You and I agree that I may borrow up to the maximum only one time (and subject to all other conditions).
Conditions: The conditions for future advances are _____

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

Variable Rate: This rate may then change as stated below.
Change Dates: Each date on which the interest rate may change is called a Change Date. The interest rate may change _____ and on every _____ thereafter.
The Index: Beginning with the first Change Date, the interest rate will be based on the following Index: _____
The most recent index value available as of the date 45 days _____ before each Change Date is called the "Current Index."
Calculation of Change: Before each Change Date, the Lender will calculate the interest rate, which will be _____ the Current Index. The result of this calculation will be rounded _____

rate will become effective on each Change Date. Subject to any limitations below, this will be the new interest rate until the next Change Date.
Limitations: The interest rate will never be greater than _____ % or less than _____ %.
Effect of Variable Rate: A change in the interest rate will have the following effect on the payments:
 The amount of each scheduled payment will change. The amount of the final payment will change.

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

LATE CHARGE: I agree to pay a late charge when an installment is not paid within 15 days after it is due. This amount will be 6% of the unpaid amount, or \$ 20.00, whichever is less. I also agree that you may change this amount pursuant to secs. 37-3-203 and 37-1-108 of the South Carolina Consumer Protection Code so as to always be the maximum amount allowed by law.

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

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

In addition to the payments described above, I will pay a "balloon payment" of \$ _____ on _____
SECURITY: This note is secured by (describe separate document by type (e.g., mortgage) and date):
MORTGAGE DEED DATED SEPTEMBER 12, 2000 SECURING THE PRINCIPAL AMOUNT OF \$49,000.00

ADDITIONAL TERMS: _____

PURPOSE: The purpose of this loan is CONSUMER: REFINANCE

Signature for Lender _____

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

Betty L. Tangeman (Seal)
BETTY L. TANGEMAN

(Seal)

(Seal)

(Seal)

GMAC Mortgage

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

EXHIBIT # 2
date of default
Exhibit #1
2

05/14/08

BETTY L TANGEMAN

104 RIVERSIDE LN

DUNCAN

SC 29334-0000

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

DUNCAN SC 29334-0000

Dear BETTY L TANGEMAN

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

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

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

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

(continued on back)

EXHIBIT #3 issue of 3⁴²
Default date

STATE OF SOUTH CAROLINA

COUNTY OF SPARTANBURG

GMAC Mortgage, LLC,

Plaintiff,

v.

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

Defendant(s).

IN THE COURT OF COMMON PLEAS

DOCKET NO.

2013-03-02-5847

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

11-3-10

(008045-03409)

TO THE DEFENDANT(S) ABOVE NAMED:

YOU ARE HEREBY SUMMONED and required to appear and defend by answering the Complaint in this action, of which a copy is herewith served upon you, and to serve a copy of your Answer on the subscribers at their offices, 220 Executive Center Drive, Suite 109, Post Office Box 100200, Columbia, South Carolina 29202, within thirty (30) days after the service hereof, exclusive of the day of such service, except that the United States of America, if named, shall have sixty (60) days to answer after the service hereof, exclusive of the day of such service; and if you fail to do so, judgment by default will be rendered against you for the relief demanded in the Complaint.

YOU WILL ALSO TAKE NOTICE that Plaintiff will move for an order of reference or that the Court may issue a general order of reference of this action to a master in equity/special referee, pursuant to Rule 53, of the South Carolina Rules of Civil Procedure.

TO MINOR(S) OVER FOURTEEN YEARS OF AGE, AND/OR TO MINOR(S) UNDER FOURTEEN YEARS OF AGE AND THE PERSON WITH WHOM THE MINOR(S) RESIDES, AND/OR TO PERSONS UNDER SOME LEGAL DISABILITY:

FILED
CLERK OF COURT
SPARTANBURG COUNTY
NOV 3 2010
11:00 AM

BI-LO #446
12189 GREENVILLE HWY
LYMAN SC 29365

102 Daniels
in remittance to
Plombier to his
account

Oper ID: 723 Quick Collect
03/12/09
452P EDT

Exhibit
4

Sender/Remittente: DEEBERT TANGEMAN
Receiver/Destinataria: G M A C MORTGAGE

\$ 2,500.00
700
700

Code City/Código de la ciudad: HOME IA
Account #/Número de cuenta: 0359064685
Reference #/Número de referencia:
Attn/Atención: DANIELLE #2485

700.80
777.99
464.89
929.78

EXHIBIT # 4

Total of
payments returned
to Tangeman

Amount/Cantidad: \$ 2500.00



Cargos: \$ 12.99
Servicio: \$ 12.99
Total: \$ 2512.99

Agent Signature /
Firma del Agente

Customer Signature /
Firma del Cliente

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

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

44 48

GMAC Mortgage Account Statement

CUSTOMER INFORMATION

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

PROPERTY ADDRESS
 102 OAK RIDGE CT APT A & B
 DUNCAN SC 29334

GMAC Mortgage

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

EXHIBIT # 5

BETTY L TANGEMAN
 104 RIVERSIDE LN
 DUNCAN, SC 29334-29505

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

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

Account Information

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

Details of Amount Due/Paid

Principal and Interest	\$464.89
Subsidy/Buydown	\$0.00
Escrow	\$0.00
Amount Past Due	\$464.89
Outstanding Late Charges	\$108.00
Other	\$2,915.50
Total Amount Due	\$3,955.28
Account Due Date	March 12, 2009

Handwritten notes:
 464.89
 3,955.50
 3,464.89
 679.15

Handwritten notes:
 March 12, 2009
 9 1/2 months
 May 12, 2009
 began the default

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

Account Activity Since Last Statement

BETTY TANGEMAN
 104 RIVERSIDE LN
 DUNCAN, SC 29334

3370
 67-148/532
 BRANCH 431

DATE: 1-7-08

PAY TO THE ORDER OF: GMAC

\$464.89

Four hundred sixty four and 89/100 DOLLARS

First Citizens

FOR: 0359064685

Robert Tangeman

⑆053201182675110 4091609⑆ 3370

Exhibit 45
6



HIGH PERFORMANCE LAW™

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

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

240 Stoneridge Drive, Suite 400
Columbia, SC 29210

P.O. Box 8237
Columbia, SC 29202

May 5, 2017

Betty L Tangeman
104 Riverside Lane
Duncan, SC 29334

Delbert R. Tangeman
104 Riverside Lane
Duncan, SC 29334

Betty L Tangeman
102 Oak Ridge Street
Spartanburg, SC 29306

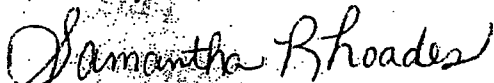
Delbert R. Tangeman
102 Oak Ridge Street
Spartanburg, SC 29306 29681

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

Dear Mr. and Ms. Tangeman:

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

Sincerely,


Samantha Rhoades
Senior Legal Assistant

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

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

Firm Case No.: 1182770 (JFCS.CAE)



46
Exhibit 7

The South Carolina Court of Appeals

JENNY ABBOTT KITCHINGS
CLERK

V. CLAIRE ALLEN
DEPUTY CLERK

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

October 16, 2017

Delbert R. Tangeman
104 Riverside Lane
Duncan SC 29334

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

Dear Mr. Tangeman:

The Court is in receipt of your documents, filed October 13, 2017. Please be advised that this appeal was remitted to the lower court on October 5, 2017.

Therefore, we are returning your documents to you, as this Court no longer has jurisdiction over this matter.

Very truly yours,

V. Claire Allen, Deputy

CLERK

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

Exhibit
8
47

ELECTRONICALLY FILED - 2017 Oct 24 2:51 PM - SPARTANBURG - COMMON PLEAS - CASE#201707420007

STATE OF SOUTH CAROLINA
COUNTY OF SPARTANBURG

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

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

ORDER FOR WRIT OF ASSISTANCE FOR
DEFENDANTS ONLY

Plaintiff,

v.

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

Defendant(s)

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

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

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

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

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

17-11458 EV02

CID614603

CID200232*

Masters Cost Paid
Date 10-24-17 SW
\$ 35.00 CK# 133113

EXHIBIT
9 48

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

BETTY L. TANGEMAN
104 RIVERSIDE LN
DUNCAN, SC 29334

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

LENDER'S NAME AND ADDRESS

"You" means the Lender, its successors and assigns.

TERMS FOLLOWING A APPLY ONLY IF CHECKED

BORROWER'S NAME AND ADDRESS

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

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

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

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

You and I agree that I may borrow up to the maximum only one time (and subject to all other conditions).

Conditions: The conditions for future advances are _____

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

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

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

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

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

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

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

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

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

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

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

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

LATE CHARGE: I agree to pay a late charge when an installment is not paid within 15 days after it is due. This amount will be: 6% of the unpaid amount, or \$ 20.00, whichever is less. \$ _____. I also agree that you may change this amount pursuant to s.c.a. 37-3-203 and 37-1-109 of the South Carolina Consumer Protection Code so as to always be the maximum amount allowed by law.

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

PAYMENTS: I agree to pay this note as follows:

240 PAYMENTS OF \$464.89 EACH ON THE 12TH OF EACH MONTH BEGINNING ON OCTOBER 12, 2000

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

SECURITY: This note is secured by (describe separate document by type (e.g., mortgage) and date):

MORTGAGE DEED DATED SEPTEMBER 12, 2000 SECURING THE PRINCIPAL AMOUNT OF \$49,000.00

ADDITIONAL TERMS:

PURPOSE: The purpose of this loan is CONSUMER REFINANCE

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

Signature for Lender

Betty L. Tangeman (Seal)
BETTY L. TANGEMAN

(Seal)

(Seal)

(Seal)

(Seal)

(Seal)

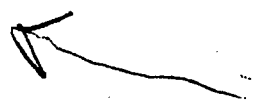
REAL ESTATE NOTE:

© 1994, 1997, 1998 Security Systems, Inc. S: CREDIT ADVISORY: READ CAREFULLY

Exhibit One 1 of 3

49
Exhibit

10



Notice
staple mark
but none
on the "Note"

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

Loan Number: [REDACTED]
Borrower Name: TANGEMAN

ALLONGE TO NOTE

Pay to the order of

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

Jennifer L. Hillebrand
Vice President

Exhibit
11
1063

Recording Requested By:
OCWEN LOAN SERVICING, LLC

When Recorded Return To:

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

MTG-2017-2091
MTG BK 8228 PG 211-211
Recorded 1 Pages on 01/18/2017 11:01:48 AM
Recording Fee: \$6.00
Office of REGISTER OF DEEDS, SPARTANBURG, S.C.
Dorothy Earle, Register Of Deeds

CORPORATE ASSIGNMENT OF MORTGAGE
Spartanburg, South Carolina
SELLER'S SERVICING: *Redacted* TANGEMAN
SELLER'S LENDER ID#: *Redacted*
OLD SERVICING # *Redacted*

Date of Assignment: December 9th, 2016

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

Assignee: WELLS FARGO BANK, N.A. AS TRUSTEE FOR BEAR STEARNS ASSET BACKED SECURITIES I TRUST 2004-801 at C/O OCWEN LOAN SERVICING, LLC, 1661 WORTHINGTON ROAD, STE 100, WEST PALM BEACH, FL 33409

Executed By: DELBERT R TANGEMAN AND BETTY L TANGEMAN To: BANK ONE, NA
Date of Mortgage: 08/12/2000 Recorded: 09/14/2000 in Book/Reel/Liber: 2382 Page/Folio: 703 as Instrument No.: N/A in the County of Spartanburg, State of South Carolina.

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

KNOW ALL MEN BY THESE PRESENTS, that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the said Assignor hereby assigns unto the above-named Assignee, the said Mortgage having an original principal sum of \$48,000.00 with interest, secured thereby, and the full benefit of all the powers and of all the covenants and provisos therein contained, and the said Assignor hereby grants and conveys unto the said Assignee, the Assignor's interest under the Mortgage.

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

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

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

WITNESS
[Signature]
Name: *[Redacted]*

WITNESS
[Signature]
Name: Dawnetta Massop

STATE OF FLORIDA
COUNTY OF PALM BEACH

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

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



(This area for notarial seal)

*VAS*VARGMAC*12/09/2016 11:40:29 AM* GMAC40GMA**Redacted* *PCSPAR**Redacted* *PCSTATE_MORT_ASSIGN_ASSN *JLL*LLGMAC*

Exhibit
12
2 of 3

REN 4189 PAGE 731

STATE OF SOUTH CAROLINA
COUNTY OF SPARTANBURG

ASSIGNMENT OF MORTGAGE
Mortgage Book 2382 at Page 703

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

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

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

Pete Larson
Witness No. 1

By: [Signature]
its: Jeffrey Stephan
Limited Signing Officer

Lina Wittchen
Witness No. 2

STATE OF Pa
COUNTY OF Montgomery

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

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

Witness my hand this 16 day of February, 2009.

[Signature]
NOTARY PUBLIC FOR
My Commission Expires: _____

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

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Mary Lynch, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires Nov 3, 2010

MTG-2009-7631
Recorded 1 Pages on 2/27/2009 8:49:39 AM
Recording Fee: \$8.00 Documentary Stamps: \$0.00
Office of Register of Deeds, Spartanburg, S.C.
Steph

52
Exhibit
13
3 of 3

MTG BK 5221 PG 831

Recording Requested By:
OCWEN LOAN SERVICING, LLC

MTG-2016-58824

When Recorded Return To:

MTG BK 5221 PG 831-831

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

Recorded 1 Pages on 12/30/2016 10:08:33 AM
Recording Fee: \$8.00
Office of REGISTER OF DEEDS, SPARTANBURG, S.C.
Dorothy Earls, Register Of Deeds

CORPORATE ASSIGNMENT OF MORTGAGE
Spartanburg, South Carolina
SELLER'S SERVICING #: REDACTED
SELLER'S LENDER ID#: DW 147733
OLD SERVICING #: REDACTED

Date of Assignment: December 9th, 2016

Assignor: GMAC MORTGAGE, LLC BY ITS ATTORNEY IN FACT OCWEN LOAN SERVICING, LLC at 1681 WORTHINGTON ROAD, SUITE 100, WEST PALM BEACH, FL 33409

Assignee: WELLS FARGO BANK, N.A. AS TRUSTEE FOR BEAR STEARNS ASSET BACKED SECURITIES I TRUST 2004-BO1 at C/O OCWEN LOAN SERVICING, LLC, 1681 WORTHINGTON ROAD, STE 100, WEST PALM BEACH, FL 33409

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

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

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

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

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

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

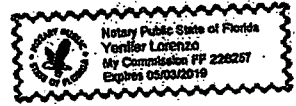
WITNESS [Signature]
Shilene King

WITNESS [Signature]
Leonora Williams

STATE OF FLORIDA
COUNTY OF PALM BEACH

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

WITNESS my hand and official seal,
[Signature]
Yenifer Lorenzo
Notary Expires 5/19/2019



(This area for notarial seal)

*AS*VABGMAC*12/09/2016 11:40:28 AM GMACRSGMAC/ REDACTED DCSPART REDACTED SCSTATE_MORT_ASSIGN_ASSN *LL*LLGMAC*

1182770