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STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND)
)
 NATIONSTAR MORTGAGE, LLC)
 d/b/a MR. COOPER,)
)
 PLAINTIFF,)
)
 vs.)
)
 BARBARA A. GIBBS, MELVIN E.)
 GIBBS, and WESTBROOK PHASE IV)
 HOMEOWNERS' ASSOCIATION,)
)
 DEFENDANTS.)
 _____)

IN THE COURT OF APPEALS
OF SOUTH CAROLINA

CASE No: _____

EMERGENCY
MOTION FOR STAY PENDING APPEAL

RECEIVED
 MAR 25 2019
 SC Court of Appeals

TAKE NOTICE: On March 21, 2019 Appellants filed for Emergency Stay to the Florence County Court of Common Pleas.

NOW COMES, the above named Appellants pursuant to Rule 62(g) and the rules of this Honorable Court and file this Motion for Stay of the judgment entered on the 4th day of March 2019 and the 15th day March 2019. The reasons for this motion are set forth below:

I. PRELIMINARY STATEMENT

1. Summary judgment was not proper under South Carolina law where, as here, Respondent failed to comply with Orders of the South Carolina Supreme Court and the Florence County Court of Common Pleas, to wit:

a. Respondent did not serve on Appellants a notice of the Mortgagor's right to foreclosure intervention.

b. Respondent failed and neglected to engage in modification negotiations in any form. AND,

c. *On or about March 11, 2014 the lower court stayed Appellants' motion to dismiss and sanctions and Ordered foreclosure intervention. Respondent refused to negotiate a modification with Defendants in violation of the court's order.*

2. Respondent attempted to negotiate directly with Appellants in an attempt to have Appellants sign a modification not consistent with the terms of the Home Affordable Mortgage Program (HAMP).

3. Respondent alleged Defendants breached their mortgage contract August 2013 and demanded Appellants pay the sum of \$300,000. Appellants by affidavits and bank records proved they had not missed a mortgage payment during: January 2012 thru September 2013 and affirmed payments had not been missed during the contract. Further,

a. Appellants' bank records proved that after Respondent filed this litigation, Respondent had collected the mortgage payment for August 2013 and September 2013. Respondent then reversed accepted mortgage payments for the months of: October, November and December.

II. STATEMENT

4. *In or about 2005 Appellants s obtained a construction loan in the amount of \$330,000 and made each and every payment until January 2006. In or about January 2006, the construction loan was converted to a 30 yr. mortgage [\$330,000] by Appellant B. Gibbs. Appellants' home is 5,500 sq. ft. built at a cost of \$127 sq. ft. = \$698,500. The balance of \$368,500 was paid by Appellant M. Gibbs. **Appellants' home is unique and cannot be replaced!***

From January 2006 until the relevant time [December 2013] Defendants made each and every mortgage in a timely manner, to wit:

a. *The foreclosure suit falsely alleged Appellants defaulted August 2013. Defendants' bank records accurately reflect payment of mortgage to Nationstar Mortgage on July 2, 2013 in the amount of \$2,197.32;¹ August 2, 2013 in the amount of \$2,197.32; September 4, 2013 in the amount of \$2,197.32.*

b. Mortgage payment made October 2, 2013 in the amount of \$2,197.32: *mortgage payment returned on October 3, 2013 in the amount of \$2,197.32*, November 5, 2013 in the amount of \$2,197.32: *bill payment returned on November 6, 2013 in the amount of \$2,197.32*, and December 3, 2013 in the amount of \$2,197.32: *bill payment returned on December 4, 2013 in the amount of \$2,197.32.*

5. Respondent began their refusal to process Appellants' mortgage payments a month after the foreclosure suit was filed! Respondent joined and combined with BOA and others to form a criminal enterprise – The HAMP-less Gang.

6. Respondent's complaint raised one issue and one issue only: Whether Appellants failed and neglected to pay their mortgage: August, 2013. Appellants' bank records, affidavits and pleadings proved Appellants paid July and August 2013 mortgage payment when due and owed!
APPELLANTS DID NOT DEFAULT!

7. The record, and rules of law do not support any legal theories whereby Respondent can prevail. The rule of law as to prevailing on a motion for summary judgment is exact: the motion must be viewed in a light most favorable to the non-moving party and if a scintilla of evidence exists to support the non-moving party's position, the motion must be denied.

¹ Without seeking leave to amend their complaint, after several years Plaintiff filed an affidavit alleging Defendants defaulted July 2013.

III. STATEMENT OF FACTS

8. *Defendants object and take exception to the order and affidavit filed on March 4, 2019 and March 15, 2019. The pleadings contain false and misleading claims refuted by Appellants' affidavits and Bank Records. AND, Plaintiff did not include these false claims in their Complaint and no court granted Plaintiff leave to amend or supplement their Complaint!*

9. On or about the 12th day of November 2013, Appellants were served with a copy of Respondent's Summons and Complaint; without a copy of the mortgage contract, affidavit of debt and Mortgagor's Right to Foreclosure Intervention.

a. Respondent failed and neglected to comply with: The Supreme Court of South Carolina, ADMINISTRATIVE ORDER, **2011-05-02-01** Re: Mortgage Foreclosure Actions; in relevant part:

(2) Actions filed after May 9, 2011.

In all mortgage foreclosure actions filed after May 9, 2011, the Mortgagee's attorney **shall** serve on the Mortgagor, along with the summons and complaint, a notice of the Mortgagor's right to foreclosure intervention.

10. On or about the 19th day of November 2013, Appellants filed a Motion to Dismiss and Sanctions – based on Respondent's failure to comply with pleading requirements and filing a frivolous complaint, to wit:

a. Respondent failed and neglected to include the Mortgage Contract – citing the terms and conditions; and the specific terms and conditions breached by Appellants.

b. Respondent failed and neglected to include an Affidavit of Debt certifying the amounts due and owed as to the month(s) Defendants failed and neglected to pay. AND, stating a sum Appellants could pay to cure any breach/default.

11. On or about the 12th day of December 2013, Appellants filed for default judgment in that Respondent failed and neglected to respond or give reason(s) for their failure to respond to Appellants' Motion to Dismiss.

12. On or about the 11th day of March 2014, this Court administratively stayed Appellants' Motions to Dismiss and Default Judgment pending foreclosure intervention pursuant to South Carolina Supreme Court Administrative Order 2011-05-02-01, *infra*, p. 12.

13. ***Respondent was not truthful in certifying Appellants refused to participate and/or submit financial documents – Appellants submitted said documents several times. Yet, Respondent refused and neglected to negotiate. Had Respondent conducted foreclosure intervention as ORDERED, Appellants' mortgage payments would have changed from \$2,056.28 to \$1,218.00.***

14. Appellant M. Eugene Gibbs is not, nor has he ever been a party to the Mortgage Note executed between Appellant Barbara A. Gibbs and Bank of America. Defendant filed his answer on the 18th day March 2014, and ***DEMANDED A TRIAL BY JURY ON ALL ISSUES:***

a. **SCRPC, RULE 38 JURY TRIAL OF RIGHT**

(a) Right Preserved. The right of trial by jury as declared by the Constitution or as given by a statute of South Carolina ***shall be preserved to the parties inviolate***. Issues of fact in an action for the recovery of money only or of ***specific real*** or personal ***property must be tried by a jury***, unless a jury trial be waived.

(b) Demand. ***Any party may demand a trial by jury of any issue*** triable of right by a jury by serving upon the other parties a demand therefor in writing at any time after the commencement of the action and not later than 10 days after the service of the last pleading directed to such issue. Such demand may be endorsed upon a pleading of the party....

15. Appellants objected to having this case referred to Special Referee Moore or a Master In Equity Howe. In fact, during the second reference, Defendants' objections extended to Judge Howe not being a Master In Equity in Florence County and Respondent's criminal acts negated the "clean hands" doctrine for Equity Court.

b. SCRPC, RULE 53 MASTERS AND SPECIAL REFEREES

(a) **Master and Special Referee Defined.** The term "master" means the master-in-equity for the county. The term "special referee" means a member of the South Carolina Bar to whom a matter has been referred under S.C. Code Ann. § 14-11-60.

(b) **References.** In an action where the parties consent, in a default case, or an action for foreclosure, some or all of the causes of action in a case may be referred to a master or special referee by order of a circuit judge or the clerk of court. In all other actions, the circuit court may, upon application of any party or upon its own motion, direct a reference of some or all of the causes of action in a case. Any party may request a jury pursuant to Rule 38 on any or all issues triable of right by a jury and, upon the filing of a jury demand, the matter shall be returned to the circuit court...

16. On the 28th day of July 2015 a substitution of counsel was granted whereby Butler & Hosch became the attorney of record; the Korn Law Firm was the attorney of record. Respondent then had the clerk sign another substitution of counsel with no notice to Appellants.

a. On the 29th day of April 2015 Respondent by and through their attorneys: Butler & Hosch, made application for an Order of Reference and substitution of counsel – whereby Scott and Corley, P.A., became attorneys of record. The new order was filed August 24, 2015, with no notice to Appellants.

17. *The improper filing by Scott and Corley caused Defendants to attempt to serve their notice of appeal on Butler & Hosch in that Appellants did not have notice of the second filing.*

18. The clerk of this Honorable Court believed Appellants were attempting to commit an improper act on the Court in that service was made on Butler & Hosch. Thereafter,

19. *Appellants discovered Butler & Hosch had filed for bankruptcy and each case was to be turned over to a Trustee in Florida for the benefit of creditors. Appellants didn't know whether fraud was being perpetrated on Appellants, the court or creditors.*

IV. STATEMENT OF THE CASE

20. Respondent in concert with and part and partial to the criminal enterprise established by Bank of America in violation of RICO, seeks to foreclose on Appellants' home, by falsely alleging \$292,519.20 was due when this litigation was filed. Respondent's attorney by Oder filed the 4th day of March 2019, has entered payment histories not in their complaint and Respondent has not filed a motion to amend/supplement. Additionally, Respondent states as part and partial to said criminal enterprise that Appellants owe a total of \$465,722.08.

V. ARGUMENT

21. *The "Big Five" banks (including Bank of America (BOA)) received a \$200 billion bailout which they converted to a \$27 trillion windfall. BOA agreed to participate in the Home Affordable Mortgage Program (HAMP). Rather than modify mortgage loans, BOA instituted a criminal enterprise designed to defraud 2 million mortgagors of \$25 billion and the Treasury Department of \$45 billion – paid to BOA to manage foreclosures.*

22. *The Order dated March 4, 2019 is defective under SCRCP, Rule 53(b): Appellants did not consent to Reference, and there was no default: Appellant M. Gibbs filed an Answer – **DEMANDING A TRIAL BY JURY** and Appellants' Motion to Dismiss was stayed – dictating Appellant B. Gibbs' Answer would not be due until 30 days thereafter – the motion has not been ruled on; and the lower court held a hearing on Appellants' and Respondent's motions for summary judgment, but never held an evidentiary hearing.*

23. The Orders dated October 10, 2018 and December 18, 2018 remanding this case back to Florence County: The Horry County court did not have jurisdiction in that a foreclosure

action may only be had in the county of the property; and Master in Equity Cynthia Howe did not transfer this case to the Horry County Court of Common Pleas.

24. The Order dated March 5, 2018: Judge Howe recused herself and did not refer this case back to Florence County Court of Common Pleas or Horry County Court of Common Pleas – the case ended and Respondent must file a new case!²

25. The Order dated July 28, 2015: Judge Nettles referred the case to Master-In Equity Cynthia of Horry County. Appellants objected because Appellants prayed for a jury trial:

At the conclusion of the hearing, Attorney Dean Hayes of Butler & Hosch submitted an order that Judge Nettles signed. Thereafter, Appellants file an appeal to this Court based on Appellants' right to a trial by jury being denied. Unknown to Appellants, Butler & Hosch had ceased to exist and Appellants were making all certifications to Butler & Hosch: an impression was created with the Court that Appellants were attempting to file improper pleadings. Second, because Appellants focused on the motion to dismiss an impression the appeal was based on the motion to dismiss rather than Appellants being denied their right to a jury trial. Third, Appellant M. Gibbs failed to sign a \$25 check and Appellants were on vacation when a notice to cure in 10 days was sent – Appellants' appeal was dismissed and Mandate issued.

The Order dated August 24, 2015: Appellants were not given notice this Order was filed or considered. Appellant did not know Scott and Corley were the attorneys of record until this Honorable Court inquired why Scott and Corley was not being served with pleadings.

26. The Order dated the 11th day of March 2014, the lower court administratively stayed Appellants' Motions to Dismiss and Default Judgment pending foreclosure intervention pursuant to South Carolina Supreme Court Administrative Order 2011-05-02-01, *infra*, p. 12, and referred the case to a Special Referee.³

² Appellants notified the court that Plaintiff's participation in BOA's criminal enterprise; and Appellants would seek to combine the current litigation with BOA's suit against Appellants designed to foreclose on Appellants' home in Maryland. AND, Appellants would preserve their right to a jury trial.

³ Prior to Respondent filing this foreclosure Appellants informed Respondent Bank of America was engaged in a criminal enterprise designed to defraud mortgagors of their right to have their mortgage modified at 2%. Appellants further informed Respondent that Appellants were researching a Civil RICO case filed in federal court in Colorado and Appellants would file a companion case. Appellants' case and the companion case were dismissed by the distract court. However, in 2016 the US 10th Circuit Court of Appeals reinstated the ruling Appellants had properly plead a criminal enterprise.

a. *Respondent falsely certified Appellants refused to participate and/or submit financial documents – Appellants submitted said documents several times. Yet, Respondent refused and neglected to negotiate. Had Respondent conducted foreclosure intervention as ORDERED, Defendants’ mortgage payments would have changed from \$2,056.28 to \$1,218.00.*

27. Respondent failed and neglected to file a NOTE and AFFIDAVIT OF DEBT with their Complaint. AND, Plaintiff did not provide Defendants an opportunity to challenge having breached a definite section(s). Likewise, Defendants were denied an opportunity to cure any and all alleged moneys due or owed. Respondent having alleged Defendants owed \$292,519.20 was using this Court to improperly demand Appellants pay the entire mortgage not due or owed in a lump sum.

MERE SCINTILLA OF EVIDENCE!

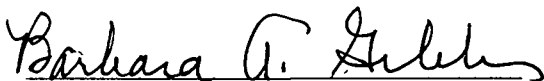
28. In determining whether summary judgment is appropriate, the evidence and its reasonable inferences must be viewed in the light most favorable to the nonmoving party. **Baughman v. American Telephone and Telegraph Company**, 306 S.C. 101, 410 S.E.2d 537 (1991). In order to withstand a motion for summary judgment in cases applying the preponderance of the evidence burden of proof, *the non-moving party is only required to submit a mere scintilla of evidence.* **Hancock v. Mid-South Mgmt Co., Inc.**, 381 S.C. 326, 330, 673 S.E.2d 801, 803 (2009).

VI. CONCLUSION

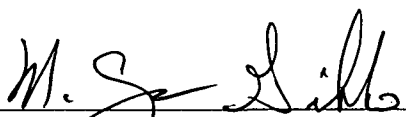
The lower court must rule on Defendants' Motions to Dismiss and Default, and pursuant to Rules allow Appellant Barbara A. Gibbs 30 days to file her answer. Appellants by affidavits, empirical evidence and pleadings have disputed each and every relevant and material issue; and summary judgment is not proper. AND, Respondent cannot survive Appellants' Motion to Dismiss.

WHEREFORE, Defendants pray this Honorable Court STAY the judgments entered on the 4th day of March 2019 and 15th day of March 2019, pending this APPEAL, and grant such other and further relief, at law and equity, general or special, to which Defendants have shown themselves justly entitled.

Respectfully Submitted,



Barbara A. Gibbs, Pro-se
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Buford, Georgia 30519
mgibbs70@aol.com



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3108 Hidden Falls Drive
Buford, Georgia 30519
(843) 610-0674
mgibbs70@aol.com

The Supreme Court of South Carolina

Re: Mortgage Foreclosure Actions

ADMINISTRATIVE ORDER

2011-05-02-01

On May 22, 2009, I issued an Administrative Order (Order No. 2009-05-22-01) applicable to mortgage foreclosure actions subject to the Home Affordable Modification Program ("HMP") instituted by the United States Treasury Department ("Treasury"). The program applied to residential loans owned, securitized or guaranteed by the Federal National Mortgage Association (Fannie Mae) or the Federal Home Loan Mortgage Corporation (Freddie Mac).

Subsequently, Treasury issued, by directive, additional guidance to servicers for adoption and implementation of the HMP for residential mortgage loans that are not owned, securitized or guaranteed by Fannie Mae or Freddie Mac. However, the HMP is only applicable to such loans if the lender or servicer has agreed to participate in the HMP. Not all lenders or servicers have so agreed.

Since imposition of my prior order, the number of foreclosure actions filed in this State have continued to increase. The trial courts having jurisdiction over such actions have reported to this Court difficulty in making final disposition of these actions as a result of failed or delayed loss mitigation efforts between lender-servicers and mortgagor-debtors. As a result, the number of unresolved foreclosure actions has increased, with a resulting burden on the resources of the Court before which the action is pending....

Therefore, based on the foregoing, and in order to insure that eligible homeowners and lender-servicers have been afforded the benefits of loan modification or other loss mitigation where possible, and to insure that the procedures for handling issues relating to such efforts are handled uniformly throughout the State, so that mortgage foreclosure actions are not unnecessarily dismissed, delayed or inappropriately concluded while loan modification or other loss mitigation efforts are being pursued, it is ordered as follows:

(2) Actions filed after May 9, 2011.

In all mortgage foreclosure actions filed after May 9, 2011, the Mortgagee's attorney shall serve on the Mortgagor, along with the summons and complaint, a notice of the Mortgagor's right to foreclosure intervention.

No foreclosure hearing may be held in the foreclosure action until the Mortgagee's attorney certifies that the Mortgagee has complied with the requirements of paragraphs B (1) (a) through (e) above.

C. General Conditions.

Throughout the foreclosure intervention process and the foreclosure action, the Mortgagee shall communicate with and otherwise deal with the Mortgagor through the Mortgagee's attorney, and the Mortgagor shall have the right to deal with the Mortgagee through the Mortgagee's attorney....

The Court having jurisdiction over the foreclosure action shall hear and determine any dispute concerning any party's compliance with this order, including without limitation, the failure of any party to act in good faith in complying with the terms of this order. In the event the Court determines that any party to the foreclosure action, or their acting agent, has failed to comply with the terms of this order, or has not attempted to reach an agreement for foreclosure intervention in good faith, the Court may, in its discretion, impose such sanctions as it determines to be reasonable and just under the circumstances, including without limitation, the assessment of reasonable attorneys' fees and costs against the culpable party.

The Court having jurisdiction over the action shall have the authority, and may in its discretion, order the parties to submit to mediation. In such event, the mediation shall proceed in accordance with the ADR Rules.

This order remains in effect unless amended or rescinded by the Chief Justice.

IT IS SO ORDERED.

s/Jean H. Toal

Jean H. Toal

Chief Justice of South Carolina

Columbia, South Carolina

May 2, 2011

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

FILED

JUDGMENT IN A CIVIL CASE
CASE NUMBER 2013CP2102795

Nationstar Mortgage

2014 MAR 11 PM 3:41

Barbara A Gibbs
Westbrook Phase IV
Homeowners Association

Melvin E Gibbs

CONNIE REEL-SHEA
CCCP & GS
FLORENCE COUNTY, SC

ELECTRONICALLY FILED - 2018 DEC 18 4:28 PM - FLORENCE - COMMON PLEAS

PLAINTIFF(S)

DEFENDANT(S)

Submitted by:

Attorney for: Plaintiff Defendant
 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: _____
- 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

All proceedings in this action, including Defendants' Motion to Dismiss and Motion for Default Judgment, are administratively stayed pending completion of foreclosure intervention pursuant to South Carolina Supreme Court Administrative Order 2011-05-02-01. Plaintiff's Motion to Refer is **GRANTED**. It is **ORDERED** that this case be referred to Benjamin D. Moore as Special Referee for Florence County to direct entry of final judgment in this action under Rule 53(b), SCRCP. An appeal from the final judgment entered by the Special Referee shall be directly to the Supreme Court or the Court of Appeals as provided by the South Carolina Appellate Court Rules.

This order ends does not end the case.
Additional Information for the Clerk: _____

INFORMATION FOR THE JUDGMENT INDEX

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

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

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

The judgment information above has been provided by the submitting party. Disputes concerning the amounts computed in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed

STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND)
)
 NATIONSTAR MORTGAGE, LLC)
 d/b/a MR. COOPER,)
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 vs.)
)
 BARBARA A. GIBBS, MELVIN E.)
 GIBBS, and WESTBROOK PHASE IV)
 HOMEOWNERS' ASSOCIATION,)
)
 Appellants.)
 _____)

IN THE COURT OF APPEALS
 OF SOUTH CAROLINA

CASE No: _____

AFFIDAVIT
 (Barbara A. Gibbs)
 RECEIVED
 IN SUPPORT OF APPELLANTS'
 MOTION FOR STAY
 MAR 25 2018

SC Court of Appeals

STATE OF GEORGIA *
 * ss:
 GWINNETT COUNTY *

I, **BARBARA A. GIBBS**, do solemnly declare and affirm under the penalties of perjury the contents of the foregoing affidavit and attached documents are true and correct to the best of my knowledge, information, and belief: This affidavit is made upon my personal knowledge.

1. Defendant, Barbara A. Gibbs executed the Mortgage Note in question with Bank of America (Hereinafter BOA), as the only mortgagor.
2. On or about November 12, 2013, Plaintiff served Defendant a summons and complaint. However, there wasn't a notice of my right to *foreclosure intervention* attached thereto.
3. After two (2) year's persistence, BOA accepted Appellant's application for modification pursuant to HAMP on or about September 28, 2011. Thereafter, BOA informed Appellant they had lost the application and all documentation on numerous occasions, and Appellant's application was transferred to individuals on vacation, and individuals on sick leave.

4. Respondent via US Mail sent Appellant more than 20 trial period requests, during this litigation, attempting to have Appellant enter into a trial different than the Home Affordable Mortgage Program (HAMP). The communications were not sent by Respondent's attorney.

5. In order to prove the case didn't have merit: Appellant attached bank records that show payments-January 2013 - December 2013, **AND**, January 2012 to December 2012. **Exhibit-C. (Defendant's Motion to Dismiss, Filed November 19, 2013, p.3, ¶5(a)).**

6. Appellant's bank records accurately reflected payment of mortgage to Nationstar Mortgage on October 2, 2013 in the amount of \$2,197.32: **bill payment returned on October 3, 2013 in the amount of \$2,197.32**, November 5, 2013 in the amount of \$2,197.32: **bill payment returned on November 6, 2013 in the amount of \$2,197.32**, and December 3, 2013 in the amount of \$2,197.32: **bill payment returned on December 4, 2013 in the amount of \$2,197.32.**

b. On or about April 7, 2017, Respondent filed an affidavit of debt alleging Defendant did not pay her mortgage when due and owed for the period of July 2013, August 2013, September 2013..... **BOTH AFFIDAVITS CANNOT BE TRUE!**

7. Respondent alleged Appellant defaulted on her mortgage on July and August 2013; without submitting a MORTGAGE NOTE or proof of the alleged debt (Affidavit of Debt) with the complaint.

8. On November 19, 2013 Defendant filed a motion to dismiss and sanctions, and, asked the trial court to sanction Nationstar and their attorney for having committed fraud on the court.

9. **Appellant has a heart defect and suffers from HIGH BLOOD PRESSURE. Night after night Appellant awakens sweating and being informed her lips were quivering: knowing Defendant's home is in foreclosure and having no idea as to why this litigation was filed?"**



Interest summary

Interest paid this statement:	\$0.09
Average collected balance	\$11,976.22
Annual percentage yield earned	0.01%
Interest earned this statement period	\$0.09
Interest paid this year	\$0.50

Transaction history

Date	Check Number	Description	Deposits/ Additions	Withdrawals/ Subtractions	Ending daily balance
6/28		MD State Retmt Pension Jun.13 xxxxx9100 Barbara A Gibbs	3,940.76		
6/28		Check Crd Purchase 06/27 Club Shingles Florence SC 482850xxxxx5016 003178850021601 ?McC=5813		55.00	14,632.24
7/1		Aetna Inc Benft Pymt 023820000883467 B A Gibbs	423.59		
7/1		POS Purchase - 06/29 Mach ID 000000 Wal Mart Super Florence SC 5016 0000000456651804 ?McC=5411		211.50	
7/1		POS Purchase - 06/30 Mach ID 000000 Target T1452 Target T1 Florence SC 5016 00383181525790106 ?McC=5411		22.21	14,822.12
7/2		Bill Pay Wachovia Card SE on-Line XXXXXXXXXXXX5601 on 07-02		84.00	
7/2		Bill Pay Nationslar Mortg on-Line xxxxx87135 on 07-02		2,197.32	12,540.80
7/3		POS Purchase - 07/03 Mach ID 000000 Lamb S Produce Florence SC 5016 00000000647051883 ?McC=5499		18.07	
7/3		POS Purchase - 07/03 Mach ID 000000 Lamb S Produce Florence SC 5016 00000000633852399 ?McC=5499		5.09	
7/3	1443	Check		600.00	
7/3	1444	Check		150.00	11,767.84
7/5		Check Crd Purchase 07/03 Subway 0026 Florence SC 482850xxxxx5016 383184743771803 ?McC=5814		15.64	
7/5		POS Purchase - 07/04 Mach ID 000000 Samsclub 6571 Florence SC 5016 00000000554263163 ?McC=5300		54.97	
7/5		POS Purchase - 07/04 Mach ID 000000 Wal Mart Super Florence SC 5016 00000000357343278 ?McC=5411		14.83	
7/5		POS Purchase - 07/04 Mach ID 000000 Stein Mart Inc 1945 Florence SC 5016 00383185764926403 ?McC=5310		85.65	11,595.55
7/8		POS Purchase - 07/07 Mach ID 000000 KJ S Market Iga Florence SC 5016 00383188638547239 ?McC=5411		45.51	
7/8		POS Purchase - 07/07 Mach ID 000000 KJ S Market Iga Florence SC 5016 00303188638944766 ?McC=5411		7.13	11,543.91
7/10		POS Purchase - 07/10 Mach ID 000000 Bedbath Beyond Bedbat Florence SC 5016 00383191565998668 ?McC=5719		129.59	
7/10		POS Purchase - 07/10 Mach ID 000000 Healthy Food Store Florence SC 5016 00303191591934010 ?McC=5499		24.61	11,389.71
7/12		Check Crd Purchase 07/10 Subway 0026 Florence SC 482850xxxxx5016 303191600483106 ?McC=5814		11.88	
7/12		Check Crd Purchase 07/10 Cvs Pharmacy #7609 Florence SC 482850xxxxx5016 003191604438854 ?McC=5912		20.00	11,357.83
7/15		Check Crd Purchase 07/11 Southwes 526214 800-435-9792 TX 482850xxxxx5016 283192822277925 ?McC=3066		851.20	
7/15		POS Purchase - 07/14 Mach ID 000000 Cvs 07609 07609 3306 Florence SC 5016 00583195605574187 ?McC=5912		35.88	10,470.75
7/16		Check Crd Purchase 07/14 Country Buffet Res Florence SC 482850xxxxx5016 163195800749532 ?McC=5812		7.94	
7/16		POS Purchase - 07/16 Mach ID 000000 Lady Foot Locker 06570 Florence SC 5016 00583197614156954 ?McC=5661		118.80	
7/16		POS Purchase Retum - 07/16 Mach ID 000000 Bedbath Beyond Bedbat Florence SC 5016 00463197598331987 ?McC=5719	32.38		10,378.39
7/17		SSA Treas 310 Xsosc Sec 071713 xxxxx9100A SSA Barbara A Gibbs	1,540.00		11,916.39



Interest summary

Interest paid this statement	\$0.11
Average collected balance	\$12,544.89
Annual percentage yield earned	0.01%
Interest earned this statement period	\$0.11
Interest paid this year	\$0.61

Transaction history

Date	Check Number	Description	Deposits/ Additions	Withdrawals/ Subtractions	Ending daily balance
7/29		POS Purchase - 07/28 Mach ID 000000 Stein Mart Inc 1945 Florence SC 5016 00583209768724293 ?McC=5310		102.66	
7/29		POS Purchase - 07/28 Mach ID 000000 Belk Florence Florence SC 5016 00000000050294674 ?McC=5311		37.25	
7/29		POS Purchase - 07/28 Mach ID 000000 Belk Florence Florence SC 5016 00000000040145141 ?McC=5311		62.51	
7/29		POS Purchase - 07/28 Mach ID 000000 Belk Florence Florence SC 5016 00000000446065575 ?McC=5311		41.03	
7/29		POS Purchase - 07/28 Mach ID 000000 Belk Florence Florence SC 5016 00000000950878189 ?McC=5311		326.69	
7/29		POS Purchase - 07/28 Mach ID 000000 Wal Mart Super Florence SC 5016 00000000757856352 ?McC=5411		7.68	10,846.98
7/30		Check Crd Purchase 07/29 New York Nail & Sp Florence SC 482850xxxxx5016 003210626995600 ?McC=7230		48.00	
7/30		POS Purchase - 07/30 Mach ID 000000 Belk Florence Florence SC 5016 00000000241726044 ?McC=5311		92.88	
7/30		POS Purchase - 07/30 Mach ID 000000 Target T1452 Target T1 Florence SC 5016 00383211643332680 ?McC=5411		20.30	
7/30		POS Purchase Return - 07/30 Mach ID 000000 Belk Florence Florence SC 5016 00000000451517119 ?McC=5311	321.84		11,007.64
7/31		MD State Retmt Pension July13 xxxxx9100 Barbara A Gibbs	3,923.66		14,931.30
8/1		Aetna Inc Benft Pymt 023820000883467 B A Gibbs	423.59		15,354.89
8/2		Check Crd Purchase 07/31 S Edward Parker Jr Florence SC 482850xxxxx5016 163212724860762 ?McC=8021		11.00	
8/2		Bill Pay Wachovia Card SE on-Line XXXXXXXXXXXX5601 on 08-02		84.00	
8/2		Bill Pay Nationstar Mortg on-Line xxxxx87135 on 08-02		2,197.32	13,062.57
8/5		Check Crd Purchase 08/01 Subway 0033 Houston TX 482850xxxxx5016 583213616716801 ?McC=5814		9.62	
8/5		Check Crd Purchase 08/01 Four Points Culver Culver City CA 482850xxxxx5016 083214065171113 ?McC=5312		22.90	
8/5		POS Purchase - 08/04 Mach ID 000000 Macy S 516 6200 S Culver City CA 5016 00463217036143728 ?McC=5311		40.65	
8/5		POS Purchase - 08/04 Mach ID 000000 Cvs 09573 09573 6299 Culver City CA 5016 00463217108843499 ?McC=5912		4.27	
8/5		POS Purchase - 08/05 Mach ID 000000 Macy S 516 6200 S Culver City CA 5016 00583217765576614 ?McC=5311		468.66	12,516.47
8/8		Check Crd Purchase 08/05 Jcpenney 1572 Culver City CA 482850xxxxx5016 083217818498813 ?McC=5311		136.44	12,380.03
8/12		Check Crd Purchase 08/09 MetroPCS 877.315-6074 TX 482850xxxxx5016 083221045531050 ?McC=4814		59.00	12,321.03
8/16		POS Purchase - 08/16 Mach ID 000000 Samsclub 6571 Florence SC 5016 00000000549597733 ?McC=5542		71.10	
8/16		POS Purchase - 08/16 Mach ID 000000 Lamb S Produce Florence SC 5016 00000000233792909 ?McC=5499		44.31	
8/16		POS Purchase - 08/16 Mach ID 000000 Piggly Wiggly Stor Florence SC 5016 00383228769180387 ?McC=5411		53.55	
8/16		POS Purchase - 08/16 Mach ID 000000 Wal Mart Super Florence SC 5016 00000000457000327 ?McC=5411		105.66	12,046.41



Interest summary

Interest paid this statement:	\$0.10
Average collected balance	\$11,779.31
Annual percentage yield earned	0.01%
Interest earned this statement period	\$0.10
Interest paid this year	\$0.71

Transaction history

Date	Check Number	Description	Deposits/ Additions	Withdrawals/ Subtractions	Ending daily balance
8/29		POS Purchase - 08/29 Mach ID 000000 Aldi 66076 Florence SC 5016 00000000957290340 ?McC=5411		21.99	12,855.29
8/30		MD State Retmt Pension Aug. 13 xxxxx9100 Barbara A Gibbs	3,923.66		
8/30		POS Purchase - 08/30 Mach ID 000000 Lamb S Produce Florence SC 5016 00000000450138647 ?McC=5499		39.05	
8/30		POS Purchase - 08/30 Mach ID 000000 Healthy Food Store Florence SC 5016 00463242544119518 ?McC=5499		21.58	16,718.32
9/3		Aetna Inc Benft Pymt 023620000383467 B A Gibbs	423.59		
9/3		Check Crd Purchase 08/30 McLeod Farms Florence SC 482850xxxxx5016 003242607630586 ?McC=5999		5.00	
9/3		Check Crd Purchase 08/31 Chipotle 1990 Florence SC 482850xxxxx5016 003243715256405 ?McC=5814		25.91	
9/3		POS Purchase - 09/01 Mach ID 000000 Samsclub 6571 Florence SC 5016 00000000157599611 ?McC=5542		69.05	
9/3		POS Purchase - 09/03 Mach ID 000000 Wal Mart Super Florence SC 5016 0000000033898035 ?McC=5411		121.50	
9/3		POS Purchase - 09/03 Mach ID 000000 Healthy Food Store Florence SC 5016 00583246569597735 ?McC=5499		34.83	
9/3		POS Purchase - 09/03 Mach ID 000000 Lamb S Produce Florence SC 5016 00000000446962149 ?McC=5499		25.81	
9/3		POS Purchase Return - 08/31 Mach ID 000000 Belk Florence Florence SC 5016 00000000954801147 ?McC=5311	125.28		
9/3	1450	Check		25.00	16,960.09
9/4		ATM Withdrawal - 09/04 Mach ID TX25021 3104 Sulley Hillpai ATM Timmons ville SC 5016 00303247500108107		82.00	
9/4		POS Purchase - 09/04 Mach ID 000000 Target T1452 Target T1 Florence SC 5016 00583247639594185 ?McC=5411		14.02	
9/4		POS Purchase - 09/04 Mach ID 000000 Haverty S 10420 Florence SC 5016 00000000150044690 ?McC=5712		2,321.97	
9/4		Bill Pay Wachovia Card SE on-Line xxxxxxxxxxxx5801 on 09-04		100.00	
9/4		Bill Pay Nationstar Mortg on-Line xxxxx87135 on 09-04		2,197.32	12,244.78
9/5		Check Crd Purchase 09/03 McLeod Farms Florence SC 482850xxxxx5016 163246644468736 ?McC=5999		14.48	
9/5		POS Purchase - 09/05 Mach ID 000000 Lowe S 1120 Florence SC 5016 00463248772155289 ?McC=5200		389.71	
9/5	1401	Check		200.00	11,640.59
9/6		POS Purchase - 09/06 Mach ID 000000 Office Depot 00 Florence SC 5016 00000000442905686 ?McC=5943		53.99	
9/6		POS Purchase - 09/06 Mach ID 000000 Lowe S 1120 Florence SC 5016 00303249534802476 ?McC=5200		433.03	
9/6		POS Purchase - 09/06 Mach ID 000000 Hcb Lcb 321 2357 Davi Florence SC 5016 00583249549823940 ?McC=5945		12.95	11,140.62
9/9		Check Crd Purchase 09/06 Percy & Willies Fo Florence SC 482850xxxxx5016 163249572735719 ?McC=5812		30.00	
9/9		POS Purchase - 09/07 Mach ID 000000 Bi Lo 593 Florence SC 5016 00000000031258570 ?McC=5411		50.03	
9/9		Check Crd Purchase 09/07 Little Caesars 175 Florence SC 482850xxxxx5016 283250712797035 ?McC=5814		19.79	



Interest summary

Interest paid this statement	\$0.06
Average collected balance	\$6,545.35
Annual percentage yield earned	0.01%
Interest earned this statement period	\$0.06
Interest paid this year	\$0.77

Transaction history

Date	Check Number	Description	Deposits/ Additions	Withdrawals/ Subtractions	Ending daily balance
9/30		MD State Retm Pension Sept13 xxxxx9100 Barbara A Gibbs	3,923.66		
9/30		Check Crd Purchase 09/27 Nail Artisans Tan Florence SC 482850xxxxx5016 283270735428020 ?McC=7230		68.00	
9/30		POS Purchase - 09/28 Mach ID 000000 Wal Mart Super Florence SC 5016 0000000932906323 ?McC=5411		127.51	
9/30		POS Purchase - 09/28 Mach ID 000000 Lamb S Produce Florence SC 5016 0000000641193578 ?McC=5499		18.70	
9/30	1406	Check		25.00	8,150.44
10/1		Aetna Inc Benf. Pymt 023820000883467 B A Gibbs	423.59		
10/1		POS Purchase - 10/01 Mach ID 000000 Cvs 07609 07609 3306 Florence SC 5016 00383274547494109 ?McC=5912		34.46	
10/1		POS Purchase - 10/01 Mach ID 000000 The Home Depot 8580 Florence SC 5016 00303274736867214 ?McC=5200		49.59	8,489.98
10/2		POS Purchase - 10/02 Mach ID 000000 Florence Travel Florence SC 5016 0000000456668691 ?McC=5542		20.61	
10/2		POS Purchase - 10/02 Mach ID 000000 Lamb S Produce Florence SC 5016 0000000845111871 ?McC=5499		23.42	
10/2		Bill Pay Wachovia Card SE on-Line XXXXXXXXXXXX5601 on 10-02		100.00	
10/2		Bill Pay Nationstar Mortgage on-Line xxxxx87135 on 10-02		2,197.32	6,148.63
10/3		Bill Payment Return on 10-03	2,197.32		
10/3		Check Crd Pur Rtrn 10/02 Lowes #01120* Florence SC 482850xxxxx5016 623276547248956 ?McC=5200	354.24		
10/3		POS Purchase - 10/03 Mach ID 000000 Piggly Wiggly Stor Florence SC 5016 00303276734797728 ?McC=5411		11.18	
10/3		POS Purchase - 10/03 Mach ID 000000 Ross Stores 76 Florence SC 5016 0000000856833400 ?McC=5310		11.86	
10/3		POS Purchase - 10/03 Mach ID 000000 Tj Florence SC 5016 0000000159341386 ?McC=5651		14.73	8,662.42
10/4		Check Crd Purchase 10/03 Lumber Liquidators Florence SC 482850xxxxx5016 163276597197062 ?McC=5713		1,273.30	
10/4		Check Crd Purchase 10/03 Chipotle 1990 Florence SC 482850xxxxx5016 003276522758379 ?McC=5814		18.59	
10/4	1407	Cashed Check		200.00	7,170.53
10/7		Check Crd Purchase 10/03 Healthy Food Store Florence SC 482850xxxxx5016 283276724275866 ?McC=5999		10.44	
10/7		POS Purchase - 10/05 Mach ID 000000 Lamb S Produce Florence SC 5016 0000000445720682 ?McC=5499		29.19	
10/7		Check Crd Purchase 10/05 Country Buffet Res Florence SC 482850xxxxx5016 283276708865970 ?McC=5812		5.07	
10/7		Check Crd Purchase 10/05 Wendys Hamburg0000 Florence SC 482850xxxxx5016 163278812430333 ?McC=5814		9.84	
10/7		POS Purchase - 10/05 Mach ID 000000 Exxonmobil POS Florence SC 5016 00000000341425985 ?McC=5542		71.16	
10/7		POS Purchase - 10/05 Mach ID 000000 Wal Mart 0630 Florence SC 5016 0000000154555855 ?McC=5411		4.95	
10/7		POS Purchase - 10/05 Mach ID 000000 Wal Mart Super Florence SC 5016 0000000145706812 ?McC=5411		211.50	6,828.58
10/9		POS Purchase - 10/09 Mach ID 000000 Stein Mart Inc Florence SC 5016 00000000747545009 ?McC=5310		31.30	



Activity summary

Beginning balance on 10/29	\$4,964.72
Deposits/Additions	12,199.06
Withdrawals/Subtractions	- 6,271.34
Ending balance on 11/29	\$10,892.44

Account number: 1010129353397

BARBARA A GIBBS

South Carolina account; terms and conditions apply

For Direct Deposit and Automatic Payments use

Routing Number (RTN): 053207766

Overdraft Protection

This account is not currently covered by Overdraft Protection. If you would like more information regarding Overdraft Protection and eligibility requirements please call the number listed on your statement or visit your Wells Fargo store.

Interest summary

Interest paid this statement	\$0.06
Average collected balance	\$7,206.98
Annual percentage yield earned	0.01%
Interest earned this statement period	\$0.06
Interest paid this year	\$0.83

Transaction history

Date	Check Number	Description	Deposits/ Additions	Withdrawals/ Subtractions	Ending daily balance
10/29	1411	Check		750.00	4,214.72
10/31		MD State Retmt Pension Oct13 xxxxx9100 Barbara A Gibbs	3,923.66		
10/31	1409	Check		175.00	7,963.38
11/1		Aetna Inc Benft Pymt 023820900883467 B A Gibbs	423.59		
11/1		POS Purchase - 11/01 Mach ID 000000 Exxonmobil POS Benson NC 5016 00009000157947962 ?McC=5542		73.02	
11/1		POS Purchase - 11/01 Mach ID 000000 Cvs 07609 07609 3306 Florence SC 5016 00303305821292904 ?McC=5912		69.25	
11/1		POS Purchase - 11/01 Mach ID 000000 KJ S Market Iga Florence SC 5016 00583305835596486 ?McC=5411		28.68	8,216.02
11/4		POS Purchase - 11/02 Mach ID 000000 Wal Mart 0630 Florence SC 5016 0000000856496077 ?McC=5411		162.76	
11/4		Check Crd Purchase 11/02 Chipotle 1990 Florence SC 482850xxxxx5016 163306679574522 ?McC=5814		18.59	
11/4		POS Purchase - 11/04 Mach ID 000000 Belk Florence Florence SC 5016 00000000252809199 ?McC=5311		95.39	
11/4		POS Purchase - 11/04 Mach ID 000000 Lamb S Produce Florence SC 5016 00000000949612236 ?McC=5499		23.87	
11/4		POS Purchase - 11/04 Mach ID 000000 KJ S Market Iga Florence SC 5016 00583308712161953 ?McC=5411		30.37	
11/4		POS Purchase Return - 11/04 Mach ID 000000 Belk Florence Florence SC 5016 00000000545766250 ?McC=5311	190.77		8,075.81
11/6		POS Purchase - 11/05 Mach ID 000000 Belk Florence Florence SC 5016 00000000331831545 ?McC=5311		17.86	
11/5		POS Purchase - 11/05 Mach ID 000000 Target T1452 Target T1 Florence SC 5016 00583309683193777 ?McC=5411		20.50	
11/5		POS Purchase - 11/05 Mach ID 000000 Bedbath Beyond Bedbat Florence SC 5016 00463309399373267 ?McC=5719		17.24	
11/5		Bill Pay Wachovia Card SE on-Line xxxxxxxxxxxx5601 on 11-05		100.00	
11/5		Bill Pay Nationslar Morg on-Line xxxxx87135 on 11-05		2,197.32	5,727.90
11/6		Bill Payment Return on 11-06	2,197.32		
11/6		POS Purchase - 11/06 Mach ID 000000 Piggly Wiggly Stor Florence SC 5016 00583310868379383 ?McC=5411		12.43	7,912.79



- Choose whatever denomination you want to give, between \$25 and \$500.
- Give with confidence, knowing the money never expires.

Get started on your holiday shopping today! Order your gift cards online at wells Fargo.com/giftcard.

Activity summary

Beginning balance on 11/30	\$10,892.44
Deposits/Additions	4,484.93
Withdrawals/Subtractions	- 5,679.07
Ending balance on 12/27	\$9,498.30

Account number: 1010129353397

BARBARA A GIBBS

South Carolina account terms and conditions apply

For Direct Deposit and Automatic Payments use

Routing Number (RTN): 053207766

Overdraft Protection

This account is not currently covered by Overdraft Protection. If you would like more information regarding Overdraft Protection and eligibility requirements please call the number listed on your statement or visit your Wells Fargo store.

Interest summary

Interest paid this statement	\$0.06
Average collected balance	\$9,812.47
Annual percentage yield earned	0.01%
Interest earned this statement period	\$0.08
Interest paid this year	\$0.91

Transaction history

Date	Check Number	Description	Deposits/ Additions	Withdrawals/ Subtractions	Ending daily balance
12/2		Aetna Inc Benft Pymt 023820000883467 B A Gibbs	423.59		
12/2	1417	Check		25.00	11,291.03
12/3		Bill Pay Wachovia Card SE on-Line XXXXXXXXXXX5601 on 12-03		100.00	
12/3		Bill Pay Nationstar Mortg on-Line xxxxx87135 on 12-03		2,197.32	8,993.71
12/4		Bill Payment Return on 12-04	2,197.32		
12/4		Check Crd Purchase 12/02 Office Depot #336 Florence SC 482850xxxxx5016 003336599239530 ?McC=5943		242.99	
12/4		Check Crd Purchase 12/03 Burger King #1686 Florence SC 462850xxxxx5016 083337746091910 ?McC=5814		20.79	10,927.25
12/5		POS Purchase - 12/05 Mach ID 000000 Cracker B 1102 E Cumbe Dunn NC 5016 0000000053008343 ?McC=5814		21.30	
12/5		POS Purchase - 12/05 Mach ID 000000 Lowe S 1120 Florence SC 5016 00463339727299412 ?McC=5200		65.09	
12/5		POS Purchase - 12/05 Mach ID 000000 Cvs 07609 07609 3306 Florence SC 5016 00000000142714800 ?McC=5912		17.05	
12/5	1418	Check		600.00	10,023.81
12/6		POS Purchase - 12/06 Mach ID 000000 Tj Tj Mexx Florence SC 5016 0000000050508399 ?McC=5651		14.86	
12/6		POS Purchase - 12/06 Mach ID 000000 Stein Mar 1945 West PA Florence SC 5016 0000000056592370 ?McC=5310		54.56	
12/6		ATM Withdrawal - 12/06 Mach ID 0586x 104 David H. Macleod B Florence SC 5016 0000167		20.00	9,934.39
12/9		Check Crd Pur Rtn 12/07 Stein-Mart #0190 Florence SC 473702xxxxx2144 613342551160410 ?McC=6310	32.37		
12/9		Check Crd Purchase 12/06 Bravo Event & Part Florence SC 482850xxxxx5016 083340561890804 ?McC=7394		126.65	

10. Respondent destroyed Appellant's credit: Respondent reported to the credit bureaus Appellant had not paid her mortgage since September 2013, *infra*, pp. 10-11.

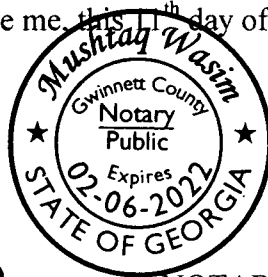
Respectfully Submitted,

Barbara A. Gibbs

Barbara A. Gibbs, Pro-se
3108 Hidden Falls Drive
Buford, Georgia 30519
(843) 610-0674
mgibbs70@aol.com

Subscribed and sworn to before me, this 11th day of March 2019.

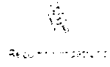
[Notary Seal:]



02-06-2022

NOTARY PUBLIC

My commission expires:



TRANSUNION



EQUIFAX

Updated Jul 1, 2018

How is my score calculated?

CREDIT



ACCOUNTS



AUTO



TAX

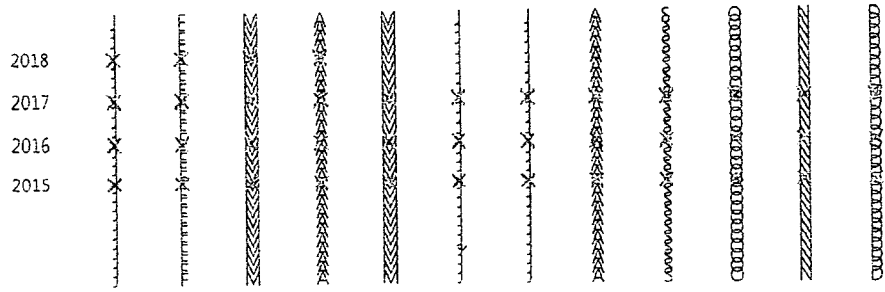


Suggested for your credit

We suggest offers based on your credit profile, Approval Odds, and money we make from our partners. Advertiser Disclosure



You've made 0% of payments for this account on time.



Last payment Sep 4, 2013

Current Payment Status 120-149 Days Late

Worst Payment Status 120-149 Days Late

Account Details

Account status Open

Type Conventional Real Estate Mortgage

Responsibility Individual

Remarks Account information disputed by consumer, meets FCRA requirements

Worst payment status 120-149 Days Late

Times 30/60/90 days late 0/0/48

See an error?

DIRECT DISPUTE™

If there's an error on your report, you can submit a dispute without leaving Credit Karma.

Creditor Information

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)
)
NATIONSTAR MORTGAGE, LLC)
d/b/a MR. COOPER,)
)
Respondent,)
)
vs.)
)
BARBARA A. GIBBS, MELVIN E.)
GIBBS, and WESTBROOK PHASE IV)
HOMEOWNERS' ASSOCIATION,)
)
Appellants.)
_____)

IN THE COURT OF APPEALS
OF SOUTH CAROLINA

CASE No: _____

RECEIVED
MAR 25 2019
SC Court of Appeals

CERTIFICATE OF SERVICE

I, Melvin E. Gibbs, hereby certify that a copy of Appellants' Motion for Stay and Affidavit were placed with USPS, postage prepaid, the 22nd day of March 2019, addressed to:

H. Guyton Murrell, Esq.
SCOTT AND CORLEY, P.A.
2712 Middleburg Drive, Suite 200
Columbia, SC 29204, and

Westbrook Phase IV Homeowner's Association
c/o Glenn Godfrey, Registered Agent
4249 Monterey Drive
Florence, SC 29501

M. Eugene Gibbs, Pro-se
3108 Hidden Falls Drive
Buford, Georgia 30519
mgibbs70@aol.com
(843) 610-0674