

JUNE 6, 2019

THE HONORABLE JAMES E. LOCKEMY CHIEF JUDGE

FOR A FAIR AND JUST RULING ON MY UP AND COMING CASE BEFORE THE APPEALS COURT THIS JUNE TERM. I AM NOT AN ATTORNEY AND HAVE FILED MY OWN APPEAL BEFORE THE COURT (CASE NO. 2016-000292). THIS IS THE SECOND APPEAL ON THIS FORECLOSER THE FIRST WAS FOR THE RIGHT TO HAVE AN APPRAISAL, WHICH WAS GRANTED. HOWEVER ON THIS OCCASION I FEEL AS THOUGH THE APPEALS PROCEDURE PREVENTED THE PRESENTATION OF MOST OF THE FACT OF THE CASE. NO DISRESPECT IS INTENDED BY THIS LETTER. I BELIEVE THE PURPOSE OF THE RULES ARE FOR UNIFORMITY NOT THE ELIMINATION OF FACTS IN THE CASE THIS IS A MORE THAN NINE YEAR OLD.

FIRST SC STATUTE IN FORECLOSURES IS TO RECOVER LOSSES NOT FOR PROFIT. SC 29-3-10, THIS PROPERTY WAS SOLD BEFORE COMPLETION OF APPEAL SC 15-39-610, AT WHICH TIME THE APPRAISAL HAD NOT BEEN GRANTED AND THE LOSSES WERE 83893.82 WHICH WAS REDUCED TO 37393.82. THIS PROPERTY WAS COVERED BY RMI. PRIVATE MORTGAGE IS FOR DEFAULT AND IS A RISK INSURANCE UNDER SC38-12-70.

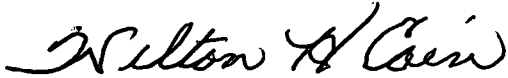
RMI INSURANCE COMPANY (REPUBLIC MORTGAGE INSURANCE COMPANY)WAS NOIFIED OF DEFAULT AND PAYMENT REQUESTED AND PAID AS I WAS INFORMED BY INSURER, HOWEVER THEY REFERED ME TO BB&T FOR AMOUNT AND DATE PAID WHICH BB&T REFUSED TO GIVE INFORMATION , THE ATTORNEY ALSO REFUSED AS WELL AS JUDGE DALE E. VAN SLAMBROOK REFUSED TO ORDER PLAINTIFF TO GIVE INFORMATION.

HOW DO YOU DETERMINE THE LOSSES IF NO ONE WILL PRODUCE THE AMOUNT OF MORTGAGE INSURANCE PAID ALSO THE INSURANCE WAS PAID BEFORE THE REDUCTION IN VALUE BY APPRAISAL MEANING MOST LIKELY WAS MORE THEN ALLOWED BY SC LAW. THE COURT SHOULD KNOW THE AMOUNT OF INSURANCE PAID. I COULD NOT FIND OUT HOW MUCH THEY RECEIVED. BUT THE MORTGAGE INSURANCE WAS PART OF

THE LENDER FREDDIE MAC STATES CASE IS CLOSED THE SERVICER BB&T STATES CASE IS CLOSED SO WHO IS THIS ATTORNEY REPRESENTING NOT THE INSURANCE COMPANY, AND THERE HAS BEEN NO NOTICE THAT THEY REPRESENT THE INSURER. I DON'T BELIEVE THIS ATTORNEY HAVE SUBROGATION RIGHTS IN THIS CASE, AND ANY NOTICE IS LATE. THEIR CLIENT HAS BEEN PAID AND SUFFER NO LOSS AND FOR SURE NOT 37000 PLUS DOLLARS.

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SO IS THIS SUIT LEGAL OR JUST A SCHAM IF I OWE, IT WOULD BE TO INSURER IF THERE IS A TIMELY REQUEST WHICH I DON'T BELIEVE EXSIST AT LEAST I NEVER RECEIVED ANY NOTICE,I AM ALSO NOT SURE THE INSURER CAN SUIT FOR MORTGAGE INSURANCE RECOVERY, INSURE THIS IS A LEGAL (LAW SUIT) REQUEST BY THIS ATTORNEY AND PLEASE I NEED THE AMOUNT PAID BY INSURER FOR ANY FUTURE APPEALS.(I HAVE BEEN TOLD SOME ATTORNEY'S SEARCH OLD CASES AND TRY TO COLLECT ON THEM) MY HOPE IS THIS ISNT ONE OF THEM. I WAS UNDER THE IMPRESSION MORTGAGE INSURANCE WOULD PREVENT THIS ACTION SO I PAID IT EVERY MONTH.



WILTON H. CAIN

JUNE 6, 2019

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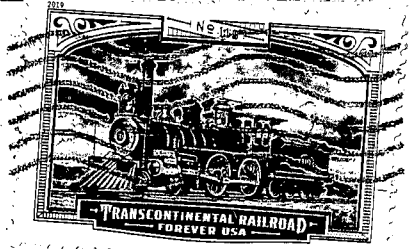
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SC Court of Appeals

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29201-378999

