

STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND)
)
 NATIONSTAR MORTGAGE, LLC)
 d/b/a MR. COOPER,)
)
 Respondent,)
)
 vs.)
)
 BARBARA A. GIBBS, MELVIN E.)
 GIBBS,)
 Appellants.)

IN THE COURT OF APPEALS
 OF SOUTH CAROLINA

CASE No: 2019-000486

RECEIVED
 JUN 12 2019
 SC Court of Appeals

**APPELLANTS' REPLY TO RESPONDENT'S OPPOSITION TO
 APPELLANTS' MOTION FOR RECONSIDERATION**

**I. PRELIMINARY STATEMENT
 (Suborning Perjury)**

TAKE NOTICE: Appellant Melvin Gibbs' Reply to Respondent's frivolous and unwarranted attack on Appellant's prior law practice.

1. On June 5, 2019, Respondent filed their POC (Proof of Claim) In Re Appellant Barbara Gibbs, Case No. 19-54809wlh: United States Bankruptcy Court, Northern District of Georgia.

2. Respondent's POC is a sworn affidavit that proves Respondent's foreclosure before this Honorable Court was filed illegally and Respondent and their attorney has suborned perjury, to wit:

a. Respondent's POC certifies Appellants paid their mortgage for the months of July, August and September 2013. Yet, Respondent certified in their foreclosure suit they were entitled to possession because Appellant failed and neglected to pay their mortgage August 2013.

b. On or about three (3) years thereafter Respondent discovered two (2) missed mortgage payments were required to support foreclosure. Respondent had an employment falsely

certify in their affidavit of debt: Appellants failed and neglected to pay their mortgage for the month of July 2013. **EXHIBIT – 2.**

II. STATEMENT

3. *There is no issue before this Honorable Court that affects the STAY issued by the Bankruptcy Court for the Northern District of Georgia.*

III. STATEMENT OF FACTS

4. Respondent and their attorney filed this foreclosure suit with full and complete knowledge Appellants had NEVER MISSED A MORTGAGE PAYMENT! In conjunction with the foreclosure Respondent destroyed Appellant Barbara Gibbs' credit: Respondent reported the mortgage to the credit bureaus as delinquent and not paid.

5. Respondent attached to their Complaint (Foreclosure) as Exhibit - 2, a partial mortgage construction dated February 23, 2005. But, omitted the contract modification signed February 3, 2006 by Appellant Barbara Gibbs;

a. Respondent did not set forth which, if any, sections of the mortgage contract Respondent relied on that provided Respondent the right to bring the foreclosure litigation.

6. Respondent failed and neglected to file a affidavit of debt setting forth the amounts due and owed on the alleged default by Appellants – depriving Appellants their right to cure any default. Respondent claimed they were entitled to \$292,000 without providing a reference to the contract that would permit such a demand.

7. Respondent failed and neglected to comply with the Standing Order of the SC Supreme Court directing plaintiffs in a foreclosure action SHALL serve with their foreclosure a

notice advising defendants of their right to modification intervention.

8. Respondent failed and neglected to comply with the federal statute providing 30 days notice to mortgagors deemed to be in default their right to cure said default.

9. The mortgage note was executed between Appellant Barbara Gibbs and Bank of America. Pursuant to the Supreme Court of South Carolina, Administrative Order 011-05-02-01, Re: Mortgage Foreclosure Actions, Respondent was permitted to file as SERVICER of the note in lieu of Bank of America. However,

10. Respondent elected to file as the proper person. This required Respondent to file some or all of the documents as follows: Affidavit certifying ownership of the debt instrument; purchase money deed of trust; substitute of trustee's affidavit and certification of note; deed of trust, deed of appointment and as to residential property, deed of removal and appointment of successor trustees. Respondent did not and have not file a document(s) proving ownership of the mortgage note executed between Appellant Barbara Gibbs and Bank of America.

a. *Respondent failed and neglected to negotiate a modification as ordered by the lower court.*

11. Appellant Melvin Gibbs seeks to file his RICO suit in the Federal District Court for the Eastern District of California without any connection to this litigation. The lower court in refusing to dismiss this illegal suit and joining with Respondent has destroyed the normal rights of Appellants to the quiet enjoyment of their home and a normal life.

12. This Court has an obligation to mitigate the lower court's damages by placing this case back on the active docket and ending this illegal suit. Appellant has researched civil RICO extensively as to the 4th, 10th and 9th US Circuit Courts of Appeals. Appellant has no desire to

continue any research [US 9th Circuit Court of Appeals] as to acts of the lower; Appellant respectfully request this Court end this illegal action.

13. Between 1995 and 1998 Appellant Melvin Gibbs discovered William “Bill” Cosby, the Smithsonian Institution and others were responsible for the theft of \$50 billion of Black art and Gibbs litigated to recover same.

14. Gibbs, relying on skills as a retired New York City police officer, discovered Bill Cosby was being protected by politicians using the Justice Department and FBI to further their criminal enterprise in violation of the Racketeering and Influence Corruption Organization Act (RICO).

15. Attorneys for the Justice Department, FBI and Bill Cosby filed three (3) complaints against Gibbs in the Southern District of New York – all denied. Thereafter, those attorneys filed three (3) motions for sanctions against Gibbs in the US Court of Appeals for the Second Circuit – all denied. In fact, the last motion for sanctions was heard by a three (3) judge panel in which the Honorable Justice Sonya Sotomayor sat prior to her appointment to the US Supreme Court. Justice Sotomayor stated, “If attorney Gibbs fails to pursue this case (recovery of the stolen art), I believe such an action may constitute ineffective assistance of counsel....”

a. Gibbs discovered his New York co-counsel entered into a secret agreement with Bill Cosby’s attorneys. Said co-counsel failed and neglected to amend the complaint as Gibbs had instructed and supplement adding a count under Civil RICO. This defect caused the case to be dismissed leading to the appeals.

16. Thereafter, Gibbs amended his RICO suit filed in US District Court for the District of Columbia to include the Justice Department and FBI. Gibbs filed motions for TRO/Injunction and

notified the Court Gibbs would be arrested and prosecuted if the court failed to act.

17. In there desperation of last resorts Bill Cosby's attorneys filed complaints against Gibbs while the case was pending in the US Second Circuit, alleging the same issues Respondent's attorney now brings before this Court.

18. The SC Supreme Court in forcing Gibbs to respond to Bill Cosby's attorneys' frivolous allegations assisted the Justice Department and Bill Cosby's attorneys in destroying Gibbs and Gibbs' law firm.

19. During the past 20 years Gibbs has litigated the art case pro-se in four (4) different federal courts to force the art defendants to take actions that fall within statutory requirement of RICO that there not be more than a four (4) years period between criminal acts.

a. Bill Cosby has been convicted of sexual assault and sentenced to prison – Gibbs can prove the more than 100 women Bill Cosby raped were part and partial to the criminal conspiracy in which politicians and government officials turned a “blind eye” as a quid pro quo: Cosby was allowed to rape for others receiving the benefits from the \$50 billion in stolen Black art.

b. Officials from the Justice Department and FBI have been disciplined and/or fired. Gibbs can prove “these” were some of the same individuals who falsely prosecuted Gibbs to protect Bill Cosby, the Smithsonian Institution and others.

20. Prior to the end of 2019, Gibbs will cause to be filed in the Southern District of New York a Civil RICO complaint detailing all the criminal acts and a federal judge will determine whether Gibbs acted improperly or the individuals, institutions and agencies seeking to protect the criminal enterprise induced others to act on their behalf.

a. Respondent will have a fair and full opportunity to argue in the Southern District of New York and Eastern District of California why their frivolous pleading is relevant.

21. Pursuant to the final order of the lower court: Respondent appointed itself as Referee; pulled out a “crystal ball” and magically determined findings of facts and conclusions of law. Submitted its findings to the lower court in the form of an order and the lower court signed the order necessitating this appeal.

22. Given all the facts listed, *supra*, Respondent convinced the lower court to become part and partial to their criminal enterprise; and now seeks to draw this Honorable Court into their conspiracy in violation of federal law.

IV. STATEMENT OF THE CASE

23. In 2005 Appellants retired; sold their home in Silver Spring, Maryland and built their custom “dream” home in Appellant Barbara Gibbs’ place of birth: Florence, SC. Appellant Barbara Gibbs secured a mortgage in the amount of \$330,000 and Appellant Melvin Gibbs secured the balance of \$370,000.

a. Between July 2006 and the filing of this foreclosure October 2013, outside of family and a few friends who knew Appellant Melvin Gibbs had moved back to Florence, Gibbs lived anonymously.

b. NOW, Respondent having filed this illegal foreclosure pleads to this Court to be saved from their illegal acts. Respondent asks this Court to punish Appellant Barbara Gibbs for no other reason than being married to Appellant Melvin Gibbs. AND,

c. Respondent asked this Court to punish Appellant Melvin Gibbs, not because Gibbs filed a frivolous law suit or was being litigious. NO, Respondent wants this Court to punish Gibbs because Gibbs made every mortgage payment on time and lived a lawful life.

24. In or about November 2009, Appellants discovered Barbara Gibbs was entitled to have her mortgage modified under the Home Affordable Mortgage Program (HAMP) at 2%. The modification would have reduced Appellants' mortgage from \$2,200.00 to \$1,200.00.

25. Appellant Melvin Gibbs was recovering from CANCER SURGERY, and Bank of America assured Appellants they were negotiating in good faith – Appellants resubmitted their application several times after being assured by BOA the application and supporting documents had been lost.

26. After approximately two years, Bank of America thanked Appellants for their patience and assured Appellants they were researching all documents and would resolve the modification application. But, rather than resolving the modification Bank of American “transferred” the mortgage note to Respondent, and this foreclosure litigation followed.

27. Bank of America by and through Respondent filed this foreclosure litigation to punish Appellants for demanding relief as required by HAMP.

a. Attorney Murrell has suborned perjury! Now, forced to file a proof of claim in the federal bankruptcy court, Attorney Murrell seeks to have this Court “save” him from conflicting claims being filed in two different courts.

V. MEMORANDUM OF AUTHORITY

28. When Appellants retired in 2005, Appellants committed to spend their “remaining days” days in Florence. For all the reasons stated, supra, Respondent caused Appellants to abandon their home December 2015 and move to Buford, Georgia.

a. This illegal foreclosure was filed when Appellants were 70 years of age and now Appellants are 76. There isn't any amount of money that can compensate Appellants for the six (6) years they've lost.

b. Appellant Barbara Gibbs suffers from suffers from High Blood Pressure and has a hole in her heart. Ms. Gibbs would wake up in the middle in a “cold sweat” asking, “Why are they trying to seal our home.”

(1) The lower court having allowed Respondent to pursue this illegal foreclosure, assured Appellants, Respondent would be permitted to STEAL Appellants' home by falsely alleging Respondent was entitled to a lump sum of more than \$300,000.00.

c. Ms. Gibbs has been distraught over Respondent having deliberately destroyed her CREDIT because Appellants refused to succumb to Respondent's illegal demand. Respondent's Proof of Claim filed in Ms. Gibbs' bankruptcy case certified this foreclosure was without merit in that Appellants paid their mortgage for July, August and September 2013. Additionally, Respondent reversed Appellants mortgage payments for October, November and December 2013 back to Appellants' checking account. **EXHIBIT - 3.**

d. When Appellants moved to Georgia they were forced to abandon their plan to purchase a \$800,000.00 home because Ms. Gibbs was denied a mortgage – Mr. Gibbs was forced to secure omit Ms. Gibbs from the mortgage and purchase a home for \$525,000.00.

(1) Thereafter, Bank of America denied Appellants an Equity Loan on their Florence home in the amount of \$250,000.00, to purchase a 1.5 acre lot in Buford, Georgia. Appellants wanted to build a replacement “custom dream home” to replace their home in Florence.

29. The actions taken by Bank of America, Respondent, the lower court and other individuals and corporations, both known and unknown, were taken to deprive Appellants their RIGHTS as secured by HAMP.

30. Respondent having entrenched the lower court in their criminal enterprise, now seeks to have this Court allow the criminal enterprise to continue; in violation of federal law: 42 USC §§ 1983, 1985 & 1986; and 18 USC §§ 1961, 1962 & 1964.

31. Appellant Melvin Gibbs has authorized the filing of a Civil RICO action to be filed in the Eastern District of California against Bank of America, Respondent and their attorneys, agencies, individuals and entities both known and unknown, to seek redress for the actions complained of in this illegal foreclosure seeking damages in an amount to be proven at trial but not less than \$23 million [RICO (3x) \$69 million]. AND, to obtain the mortgage modification pursuant to HAMP, Bank of America, by criminal means, denied Appellants.

32. Respondent, Bank of America and others [Hereinafter the HAMP-less Gang] are part and partial of a criminal enterprise designed to defraud 2 million mortgagors of \$25 billion and defraud the Treasury Department of \$45 billion designed to reduce foreclosures – rather than preventing foreclosures the HAMP-less Gang is “double dipping,” also profiting by causing foreclosures.

33. The HAMP-less Gang used the lower court in furtherance of their criminal enterprise and now attempts to use this Honorable Court to conceal the acts as described, *infra*:

Former Bank of America workers allege it lied to home owners

(Reuters) - Six former Bank of America Corp (BAC.N) employees have alleged that the bank deliberately denied eligible home owners loan modifications and lied to them about the status of their mortgage payments and documents.

The bank allegedly used these tactics to shepherd homeowners into foreclosure, as well as in-house loan modifications. Both yielded the bank more profits than the government-sponsored Home Affordable Modification Program, according to documents recently filed as part of a lawsuit in Massachusetts federal court.

The former employees, who worked at Bank of America centers throughout the United States, said the bank rewarded customer service representatives who foreclosed on homes with cash bonuses and gift cards to retail stores such as Target Corp and Bed Bath & Beyond Inc.

For example, an employee who placed 10 or more accounts into foreclosure a month could get a \$500 bonus. At the same time, the bank punished those who did not make the numbers or objected to its tactics with discipline, including firing.

SPONSORED

About twice a month, the bank cleaned out its HAMP backlog in an operation called “blitz,” where it declined thousands of loan modification requests just because the documents were more than 60 days old, the court documents say.

The testimony from the former employees also alleges the bank falsified information it gave the government, saying it had given out HAMP loan modifications when it had not.

Mortgage problems have dogged Bank of America since its disastrous purchase of Countrywide Financial in 2008. The bank paid \$42 billion to settle credit crisis and mortgage-related litigation between 2010 and 2012, according to SNL Financial.

Bank of America and four other banks reached a \$25 billion landmark settlement with regulators in 2012, following a scandal in late 2010 when it was revealed employees “robo signed” documents without verifying them as is required by law.

But problems have persisted. Since 2012, more than 18,000 homeowners have filed complaints about Bank of America with the Consumer Financial Protection Bureau, a new agency created to help protect consumers. Recently, the attorney generals of New York and Florida accused Bank of America of violating the terms of last year’s settlement.

The government created HAMP in 2009 in response to the foreclosure epidemic and to encourage banks to give homeowners loan modifications, allowing some borrowers to stay in their

homes.

THE BLITZ

The court documents paint a picture of customer service operations where managers roamed the floor with headsets, able to listen into any call without warning. Service representatives were told to lie to homeowners, telling them their paperwork and payments had not been received, when in reality they had.

“This is exactly what’s been happening to homeowners for years,” said Danielle Kelley, a foreclosure defense lawyer in Florida. “No matter how many times they send in their paperwork, or how often they make their payments, they simply can’t get loan modifications. They wind up in foreclosure instead.”

The former employees said they were told to falsify electronic records and string homeowners along in foreclosure as long as possible. The problem was exacerbated because the bank did not have enough employees handling modifications, adding to the backlog of cases purged during the “blitz” operations.

As the largest mortgage servicer in the HAMP program, Bank America had twice as many eligible loans as the next largest bank. Instead of issuing a Bank of America loan modification, BOA would deny applications for no apparent reason. Even more alarming, these incidents of denying qualified applicants were done en masse through a process called a "blitz." One blitz was to simply deny all files with documentation 60 or more days old, which would happen once or twice a month. According to the sworn testimony of a previous BOA manager and underwriter, William Wilson Jr., "During a blitz, a single team would decline between 600 and 1,500 modification files at a time.

Once a HAMP application was delayed or rejected, Bank of America would offer an in-house alternative, charging as high as 5 percent when the loan could have been modified for 2 percent under HAMP, according to an affidavit by William Wilson, who worked at the bank’s Charlotte, North Carolina office.

Wilson, who was a case management team manager, said he told his supervisors the practices were “ridiculous” and “immoral.” He said he was fired in August 2012.

08/15/2016

MASSIVE CONSUMER VICTORY UPHOLDS CLAIMS THAT BOA’S HAMP MORTGAGE-MODIFICATION PROGRAM WAS A RICO ENTERPRISE

DENVER – Today, the U.S. Circuit Court of Appeals for the Tenth Circuit held that Hagens Berman and their clients can proceed on their claims that Bank of America’s massive Home Affordable Modification Program (HAMP) was an unlawful racketeering enterprise. The court allowed the case

to proceed on behalf of all Bank of America mortgage holders that the RICO enterprise wrongfully denied the streamlined modification process mandated by Congress when it paid Bank of America \$45 billion in bailout funds.

Hagens Berman filed the pending class-action lawsuit against Bank of America in the U.S. District Court in Colorado on July 10, 2013. The action alleged the bank and third-party administrators including Urban Lending Solutions created and headed a racketeering enterprise designed to mislead, delay and deny eligible homeowners loan modifications as part of the government-mandated HAMP program.

APPELLANTS' CASE FILED IN COLORADO: GIBBS FILED HIS SUIT SHORTLY AFTER HAGENS BERMAN AND "BOILER PLATED" THEIR LITIGATION NOW OVERTURNED BY THE US 10TH CIRCUIT COURT OF APPEALS.

The Tenth Circuit's decision followed other circuits in holding that the HAMP trial-plan offers contain enforceable promises to the bank's customers, and upheld plaintiffs' claims of racketeering, stating: "Because the plaintiffs sufficiently allege the existence of a RICO association-in-fact enterprise distinct from BOA, Urban [Lending Solution]'s participation in the conduct of that enterprise, and that both defendants engaged in a pattern of racketeering activity, we reverse the district court's dismissal of the plaintiffs' RICO claim and remand for further proceedings."

The complaint states that Bank of America repeatedly lied to homeowners and masterminded a scheme to systematically fail to grant loan modifications in a deliberate and coordinated plan orchestrated by the bank. The lawsuit alleges that while BOA promised it would work with homeowners to modify their mortgages under the HAMP program in return for the bailout funds, the bank instead fought to avoid granting modifications. Former employees, according to the complaint, have confirmed that Bank of America instructed its employees to delay modifications, assert that it had not received paperwork and payments when it had received them, and declined modifications en masse in periods known internally as "blitzes."

Homeowners Claim Bank of America Schemed to Steal Their Homes

June 29, 2017

(CN) – More than 100 Florida homeowners claim Bank of America fraudulently delayed or destroyed their applications to modify the terms of their mortgages to steal their homes and sell them at a profit. In a 300-page federal complaint filed Tuesday in Orlando, the homeowners say Bank of America is guilty of fraud and unfair business practices that led to thousands of dollars in fees and the loss of their homes.

The lawsuit is the latest salvo against Bank of America's disastrous handling of the Home Affordable Modification Program, or HAMP, initiated by the federal government in response to the subprime mortgage crisis.

The complaint says Bank of America crafted a “fraudulent scheme” to process just enough HAMP mortgage modifications to not arouse the suspicion of federal regulators, while also developing “methodical business practices designed to intentionally prevent scores of eligible homeowners from becoming eligible or staying eligible for a permanent HAMP modification.”

“Bank of America and its agents never properly hired, trained or equipped a workforce to genuinely address the scores of homeowner complaints and regulatory inquiries, and instead developed systems and procedures that deliberately obfuscated, misled and otherwise deceived those homeowners and regulators, resulting in ineligibility through no fault of the homeowner,” the complaint says.

To achieve this, the residents say, Bank of America contracted with Urban Lending Solutions to process the modification applications. According to the lawsuit, Urban Lending Solutions hired many temporary workers with no experience and gave them hundreds of HAMP files to service.

Citing some of these former employees, the complaint claims Bank of America agents routinely lied about incomplete or missing documents in order to delay filing. In some cases, the complaint says, Bank of America shredded applications without any review or deleted them from the company’s computer systems.

“Upon the instruction of my manager Jamal Brown, and other managers, I deleted thousands of homeowner HAMP application files from Bank of America computer databases, as many as 6,000 in one day,” said former employee Rodrigo Heinle, according to a testimony in an earlier class action suit against Bank of America included in the present lawsuit’s exhibits.

Another employee who testified in the above case said she witnessed “employees and managers change and falsify information in the systems of record, and remove documents from homeowners’ files to make the account appear ineligible for a loan medication.”

All the while, the residents say, Bank of America collected servicing fees from the homeowners and sometimes advised them to stop paying mortgage payments all together – all to lead them to foreclosure.

“By delaying the process, it didn’t cost [Bank of America] anything and, ultimately, they were paid by the Treasury for these modifications,” said attorney John Adams Jr., who filed the lawsuit on behalf of the homeowners. “In the end, Bank of America created a system of fraud.”

Representatives of Bank of America did not immediately respond to a request for comment.

The federal government created HAMP in 2009 as part of the larger Troubled Asset Relief Program, or TARP, which was created to help bail out the country’s major banks during the financial crisis.

In an effort to save millions of Americans from losing their homes, the federal government gave the major banks billions to screen homeowners and modify their mortgage loans to make them more affordable.

“In order to frustrate the borrowers and disguise its fraudulent scheme, Bank of America instructed bank employees to falsely inform scores of borrowers their modification application was either ‘under review,’ incomplete or simply had not been received,” the complaint states. “These misrepresentations and fraudulent scheme caused scores of borrowers to send and resend their HAMP modification applications over and over under the false impression and hope of saving their home.”

One couple’s experience featured in the complaint is typical of the accusations.

In 1998, Maria and Jorge Gonzalez Torres bought a modest home in Ocala, Florida for \$52,000. After a refinancing, Bank of America began servicing their loan. In 2009, after suffering through the financial crisis, the couple requested a HAMP modification.

According to the complaint, a Bank of America loan representative told the Gonzalez’ to stop making regular mortgage payments to qualify for the modification and sent them an application. After sending it in, bank employees told the couple they did not receive all the documents required. The Gonzalez’ sent in their application and supporting documents more than three times, the complaint states.

Finally, without any written proof, a bank representative verbally told the Gonzalez’ they were approved and requested “trial payments” of \$1,200. These payments were never applied, the complaint says, and the couple’s home was foreclosed upon the next year.

“There is a disproportionate impact on Tampa’s own Spanish-speaking community,” Adams said. Adams said many of the homeowners were not aware of the predatory lending practices of Countrywide, who approved many of these loans before Bank of America took control of the ailing company. “Bank of America saw these homeowners and said there’s no way we’re going to modify these mortgages,” he said.

Bank of America’s problems implementing HAMP are well-documented. The bank has one of the worst track records in HAMP, according to the Office of the Special Inspector General for the Troubled Asset Relief Program, a law enforcement agency created in 2008 to target financial crimes.

Bank of America denied more than 79 percent of homeowners, according to a January report by the agency, while more than 36,000 fell out of the program. The agency estimates the bank’s actions have cost taxpayers hundreds of millions of dollars, despite a receiving nearly \$2 billion over the years to implement HAMP.

The investigations into Bank of America resulted in a 2012 settlement with the U.S. Department of Justice, yet the inspector general report found more instances of wrongful denials in 2016, according to the report.

The report, which was given to Congress, also expressed concern over the tens of thousands of application still backlogged and the possibility the bank may resort back to old habits to meet the program's final deadline in September.

A bankruptcy judge issued a \$45 million fine against Bank of America Corp., calling the bank's treatment of a California couple who fought to save their home "brazen" and "heartless."

Judge Christopher Klein of the U.S. Bankruptcy Court in Sacramento said the bank's mortgage modification process and mistaken foreclosure on Erik and Renee Sundquist's home left them in "a state of battle-fatigued demoralization."

The case brings renewed attention to the mortgage industry's loan servicing business. Judge Klein alluded to systemic problems, saying the bank had little incentive to alter the mortgage terms and "kill a goose that keeps laying 6 % golden eggs," referring to the interest rate that the bank collected.

The fine money, earmarked mostly for law schools and consumer advocacy organizations, is meant to be large enough that it won't "be laughed off in the boardroom as petty cash or 'chump change'," Judge Klein said in the ruling, published Thursday.

The Sundquists' trouble began in 2008 when the couple's construction business closed during the economic downturn and they bought a cheaper home outside of Sacramento. They borrowed roughly \$590,000 from a lender later taken over by Bank of America with a promise from a loan official that they could request lower monthly payments.

The Sundquists stopped making payments in March 2009 after Bank of America officials said they wouldn't consider loan modifications for customers who were current on payments. In the following years, their roughly 20 loan modification requests "routinely either lost or declared insufficient, or incomplete or stale or in need of resubmission or denied without comprehensible explanation," the ruling said.

The couple filed for bankruptcy in June 2010. Filings halt foreclosure sales, but the ruling said the bank still improperly took over the home and gave them a three-day eviction notice. The couple moved out, and Ms. Sundquist was hospitalized with stress-related heart attack symptoms several weeks later.

"There comes a point at which this case is reminiscent of Watergate: the denial and coverup becomes worse than the crime," Judge Klein said of the bank's behavior after the

foreclosure mistake.

The 107-page opinion included excerpts from Renee Sundquist's journal that documented harassing visits from bank-related officials and Mr. Sundquist's suicide attempt after the couple discussed their frustrations over the house.

In his ruling, Judge Klein said that the government's "regulatory system has failed to protect the Sundquists." The judge awarded the couple nearly \$1.1 million and clarified the amount they owe on their mortgage as \$584,893.97.

VI. CONCLUSION

This illegal foreclosure having caused Appellant Barbara Gibbs to file for bankruptcy! AND, there being no issue before this Honorable Court bearing on the bankruptcy filed by Appellant Barbara Gibbs in the Northern District of Georgia, this case must be restored to the active docket.

WHEREFORE, Appellant prays this Honorable Court restore this case to the active docket, reverse the lower court and dismiss this case with prejudice, pursuant to the Court's Inherent Power sanction Respondent and their attorneys \$2 million and grant such other and further relief, at law and equity, general or special, to which Appellant has shown himself justly entitled.

Respectfully submitted,



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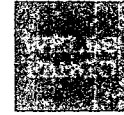
EXHIBIT – 2

Part 5: Loan Payment History from First Date of Default

A. Date	B. Contractual payment amount	C. Funds received	Account Activity		F. Contractual due date	G. Prin. Int & esc. past due balance	How Funds Were Applied/Amount Incurred				Balance After/Amount Received or Incurred							
			D. Amount Incurred	E. Description			H. Amount to principal	I. Amount to interest	J. Amount to escrow	K. Amount to fees or charges	L. Unapplied funds	M. Principal balance	N. Accrued interest balance	O. Escrow balance	P. Fees/ Charges balance	Q. Unapplied funds balance		
12/12/2011	\$ 2,258.82			Monthly Mortgage Payment Due	12/12/2011	\$ 2,258.82						\$ -	\$ 302,019.15	\$ -	\$ 1,611.60	\$ -	\$ -	
12/12/2011		\$ -	\$ -	COUNTY TAX Disbursed	12/12/2011	\$ 2,258.82			\$ (1,692.60)			\$ -	\$ 302,019.15	\$ -	\$ (01.00)	\$ -	\$ -	
12/30/2011	\$ 1,058.82	\$ -	\$ -	MISC ADJ	12/12/2011	\$ 2,258.82						\$ -	\$ 1,058.82	\$ 702,019.15	\$ -	\$ (81.00)	\$ -	\$ 1,058.82
12/30/2011	\$ (1,058.82)	\$ -	\$ -	MISC ADJ	12/12/2011	\$ 2,258.82						\$ -	\$ (1,058.82)	\$ 302,019.15	\$ -	\$ (81.00)	\$ -	\$ -
1/12/2012	\$ 2,258.82			Monthly Mortgage Payment Due	12/12/2011	\$ 4,517.64						\$ -	\$ 302,019.15	\$ -	\$ (81.00)	\$ -	\$ -	
1/2/2012	\$ 2,258.82	\$ -	\$ -	REGULAR PAYMENT	1/1/2012	\$ 2,258.82	\$ 445.63	\$ 1,610.64	\$ 202.55	\$ -	\$ -	\$ (0.00)	\$ 301,573.52	\$ -	\$ 121.55	\$ -	\$ (0.00)	
2/1/2012	\$ 2,258.82	\$ -	\$ -	Monthly Mortgage Payment Due	1/1/2012	\$ 4,517.64						\$ -	\$ 301,573.52	\$ -	\$ 121.55	\$ -	\$ (0.00)	
2/2/2012	\$ 2,258.82	\$ -	\$ -	REGULAR PAYMENT	2/1/2012	\$ 2,258.82	\$ 454.10	\$ 1,602.11	\$ 202.55	\$ -	\$ -	\$ 0.00	\$ 301,119.20	\$ -	\$ 324.10	\$ -	\$ 0.00	
3/1/2012	\$ 2,258.82	\$ -	\$ -	Monthly Mortgage Payment Due	2/1/2012	\$ 4,517.64						\$ -	\$ 301,119.20	\$ -	\$ 324.10	\$ -	\$ 0.00	
3/7/2012	\$ 2,258.82	\$ -	\$ -	REGULAR PAYMENT	3/1/2012	\$ 2,258.82	\$ 456.57	\$ 1,599.70	\$ 202.55	\$ -	\$ -	\$ 0.00	\$ 300,662.70	\$ -	\$ 526.65	\$ -	\$ 0.00	
4/1/2012	\$ 2,258.82	\$ -	\$ -	Monthly Mortgage Payment Due	3/1/2012	\$ 4,517.64						\$ -	\$ 300,662.70	\$ -	\$ 526.65	\$ -	\$ 0.00	
4/2/2012	\$ 2,258.82	\$ -	\$ -	REGULAR PAYMENT	4/1/2012	\$ 2,258.82	\$ 459.00	\$ 1,591.27	\$ 202.55	\$ -	\$ -	\$ 0.00	\$ 299,203.79	\$ -	\$ 729.20	\$ -	\$ 0.00	
5/1/2012	\$ 2,258.82	\$ -	\$ -	Monthly Mortgage Payment Due	4/1/2012	\$ 4,517.64						\$ -	\$ 299,203.79	\$ -	\$ 729.20	\$ -	\$ 0.00	
5/2/2012	\$ 2,258.82	\$ -	\$ -	REGULAR PAYMENT	5/1/2012	\$ 2,258.82	\$ 461.44	\$ 1,584.03	\$ 202.55	\$ -	\$ -	\$ 0.00	\$ 298,742.35	\$ -	\$ 931.75	\$ -	\$ 0.00	
5/12/2012	\$ -	\$ -	\$ -	OVERAGE REFUND	5/12/2012	\$ 2,258.82				\$ (146.00)	\$ -	\$ -	\$ 298,742.35	\$ -	\$ 703.67	\$ -	\$ 0.00	
6/12/2012	\$ 2,197.32			Monthly Mortgage Payment Due	5/12/2012	\$ 4,456.14						\$ -	\$ 298,742.35	\$ -	\$ 703.67	\$ -	\$ 0.00	
6/29/2012	\$ 2,258.82	\$ -	\$ -	REGULAR PAYMENT	6/12/2012	\$ 2,197.32	\$ 463.09	\$ 1,502.38	\$ 202.55	\$ -	\$ -	\$ 0.00	\$ 298,276.46	\$ -	\$ 866.22	\$ -	\$ 0.00	
7/1/2012	\$ 2,197.32			Monthly Mortgage Payment Due	6/12/2012	\$ 4,394.64						\$ -	\$ 298,276.46	\$ -	\$ 866.22	\$ -	\$ 0.00	
7/12/2012	\$ 2,258.82	\$ 61.50	\$ -	REGULAR PAYMENT	7/12/2012	\$ 2,197.32	\$ 460.35	\$ 1,589.92	\$ 141.05	\$ 61.50	\$ -	\$ 0.00	\$ 298,012.11	\$ -	\$ 1,127.27	\$ -	\$ 0.00	
8/1/2012	\$ 2,197.32			Monthly Mortgage Payment Due	7/12/2012	\$ 4,394.64						\$ -	\$ 298,012.11	\$ -	\$ 1,127.27	\$ -	\$ 0.00	
8/2/2012	\$ 2,258.82	\$ 61.50	\$ -	REGULAR PAYMENT	8/1/2012	\$ 2,197.32	\$ 468.63	\$ 1,507.44	\$ 141.05	\$ 61.50	\$ -	\$ 0.00	\$ 298,343.28	\$ -	\$ 1,268.32	\$ -	\$ 0.00	
9/1/2012	\$ 2,197.32			Monthly Mortgage Payment Due	8/1/2012	\$ 4,394.64						\$ -	\$ 298,343.28	\$ -	\$ 1,268.32	\$ -	\$ 0.00	
9/2/2012	\$ 2,258.82	\$ -	\$ -	REGULAR PAYMENT	9/1/2012	\$ 2,197.32	\$ 471.52	\$ 1,584.95	\$ 141.05	\$ -	\$ -	\$ 61.50	\$ 297,871.96	\$ -	\$ 1,409.37	\$ -	\$ 61.50	
8/28/2012	\$ (61.50)	\$ -	\$ -	MISC ADJ	8/1/2012	\$ 2,197.32						\$ (61.50)	\$ 297,871.96	\$ -	\$ 1,409.37	\$ -	\$ 0.00	
10/1/2012	\$ 2,197.32			Monthly Mortgage Payment Due	10/1/2012	\$ 4,394.64						\$ -	\$ 297,871.96	\$ -	\$ 1,409.37	\$ -	\$ 0.00	
10/4/2012	\$ 2,258.82	\$ -	\$ -	REGULAR PAYMENT	10/1/2012	\$ 2,197.32	\$ 473.63	\$ 1,502.44	\$ 141.05	\$ -	\$ -	\$ 61.50	\$ 297,398.13	\$ -	\$ 1,550.42	\$ -	\$ 61.50	
11/1/2012	\$ 2,197.32			Monthly Mortgage Payment Due	10/1/2012	\$ 4,394.64						\$ -	\$ 297,398.13	\$ -	\$ 1,550.42	\$ -	\$ 61.50	
11/6/2012	\$ 2,197.32			PAYMENT	11/1/2012	\$ 2,197.32	\$ 476.34	\$ 1,570.93	\$ 141.05	\$ -	\$ -	\$ -	\$ 296,921.79	\$ -	\$ 1,691.47	\$ -	\$ 61.50	
12/1/2012	\$ 2,197.32			Monthly Mortgage Payment Due	11/1/2012	\$ 4,394.64						\$ -	\$ 296,921.79	\$ -	\$ 1,691.47	\$ -	\$ 61.50	
12/4/2012	\$ 2,197.32			PAYMENT	12/1/2012	\$ 2,197.32	\$ 478.87	\$ 1,577.40	\$ 141.05	\$ -	\$ -	\$ 0.00	\$ 296,442.92	\$ -	\$ 1,832.52	\$ -	\$ 61.50	
12/31/2012				COUNTY TAX DISBURSED	12/1/2012	\$ 2,197.32						\$ -	\$ 296,442.92	\$ -	\$ 36.23	\$ -	\$ 61.50	
1/1/2013	\$ 2,197.32			Monthly Mortgage Payment Due	12/1/2012	\$ 4,394.64						\$ -	\$ 296,442.92	\$ -	\$ 36.23	\$ -	\$ 61.50	
1/3/2013	\$ 2,197.32			PAYMENT	1/1/2013	\$ 2,197.32	\$ 481.42	\$ 1,674.65	\$ 141.05	\$ -	\$ -	\$ 0.00	\$ 295,961.50	\$ -	\$ 177.34	\$ -	\$ 61.50	
2/1/2013	\$ 2,197.32			Monthly Mortgage Payment Due	1/1/2013	\$ 4,394.64						\$ -	\$ 295,961.50	\$ -	\$ 177.34	\$ -	\$ 61.50	
2/5/2013	\$ 2,197.32			PAYMENT	2/1/2013	\$ 2,197.32	\$ 483.97	\$ 1,572.30	\$ 141.05	\$ -	\$ -	\$ 0.00	\$ 295,477.53	\$ -	\$ 318.39	\$ -	\$ 61.50	
3/1/2013	\$ 2,197.32			Monthly Mortgage Payment Due	2/1/2013	\$ 4,394.64						\$ -	\$ 295,477.53	\$ -	\$ 318.39	\$ -	\$ 61.50	
3/4/2013	\$ 2,197.32			PAYMENT	3/1/2013	\$ 2,197.32	\$ 486.65	\$ 1,669.72	\$ 141.05	\$ -	\$ -	\$ 0.00	\$ 294,990.98	\$ -	\$ 459.44	\$ -	\$ 61.50	
3/19/2013				HAZARD SFR DISBURSED	3/1/2013	\$ 2,197.32						\$ -	\$ 294,990.98	\$ -	\$ (1,445.00)	\$ -	\$ 61.50	
4/1/2013	\$ 2,205.96			Monthly Mortgage Payment Due	3/1/2013	\$ 4,403.28						\$ -	\$ 294,501.85	\$ -	\$ (1,445.00)	\$ -	\$ 61.50	
4/3/2013	\$ 2,197.32			PAYMENT	4/1/2013	\$ 2,205.96	\$ 489.13	\$ 1,667.14	\$ 141.05	\$ (0.00)	\$ -	\$ 0.00	\$ 294,010.12	\$ -	\$ (1,304.64)	\$ -	\$ 61.50	
4/10/2013				HAZARD SFR DISBURSED	4/1/2013	\$ 2,205.96						\$ -	\$ 294,010.12	\$ -	\$ (1,770.59)	\$ -	\$ 61.50	
5/1/2013	\$ 2,205.96			Monthly Mortgage Payment Due	4/1/2013	\$ 4,411.52						\$ -	\$ 294,010.12	\$ -	\$ (1,770.59)	\$ -	\$ 61.50	
5/3/2013	\$ (8.64)			FORBEARANCE ADJ	4/1/2013	\$ 4,411.52						\$ (8.64)	\$ 294,010.12	\$ -	\$ (1,770.59)	\$ -	\$ 52.86	
8/3/2013	\$ 2,205.96			PAYMENT	5/1/2013	\$ 2,205.96	\$ 491.73	\$ 1,564.54	\$ 140.69	\$ -	\$ -	\$ 0.00	\$ 293,010.12	\$ -	\$ (1,621.24)	\$ -	\$ 52.86	
8/16/2013				HAZARD SFR DISBURSED	5/1/2013	\$ 2,205.96						\$ -	\$ 293,010.12	\$ -	\$ (2,087.30)	\$ -	\$ 52.86	
9/1/2013	\$ 2,990.59			Monthly Mortgage Payment Due	5/1/2013	\$ 5,196.55						\$ -	\$ 293,010.12	\$ -	\$ (2,087.30)	\$ -	\$ 52.86	
9/4/2013	\$ (8.64)			FORBEARANCE ADJ	5/1/2013	\$ 5,196.55						\$ (8.64)	\$ 293,010.12	\$ -	\$ (2,087.30)	\$ -	\$ 44.22	
9/4/2013	\$ 2,205.96			PAYMENT	6/1/2013	\$ 2,990.59	\$ 494.34	\$ 1,561.93	\$ 140.69	\$ -	\$ -	\$ 0.00	\$ 293,515.70	\$ -	\$ (1,932.64)	\$ -	\$ 44.22	
9/19/2013				HAZARD SFR DISBURSED	6/1/2013	\$ 2,990.59						\$ -	\$ 293,515.70	\$ -	\$ (4,734.19)	\$ -	\$ 44.22	
7/1/2013	\$ 2,990.59			Monthly Mortgage Payment Due	6/1/2013	\$ 5,981.18						\$ -	\$ 293,515.70	\$ -	\$ (4,734.19)	\$ -	\$ 44.22	
7/2/2013	\$ 2,197.32			FORBEARANCE ADJ	6/1/2013	\$ 5,981.18						\$ 2,197.32	\$ 293,515.70	\$ -	\$ (2,241.54)	\$ -	\$ 2,241.54	
8/1/2013	\$ 2,056.27			Delinquent P&I Payment Due	6/1/2013	\$ 8,837.45						\$ -	\$ 293,515.70	\$ -	\$ (4,734.19)	\$ -	\$ 2,241.54	
8/22/2013	\$ (793.27)			FORBEARANCE ADJ	6/1/2013	\$ 16,637.45						\$ (793.27)	\$ 293,515.70	\$ -	\$ (4,734.19)	\$ -	\$ 1,448.27	
8/2/2013	\$ 2,990.59			PAYMENT	7/1/2013	\$ 5,048.86	\$ 496.97	\$ 1,559.30	\$ 934.32	\$ -	\$ -	\$ (0.00)	\$ 289,018.81	\$ -	\$ (3,709.81)	\$ -	\$ 1,448.27	
9/1/2013	\$ 2,056.27			Delinquent P&I Payment Due	7/1/2013	\$ 7,103.13						\$ -	\$ 289,018.81	\$ -	\$ (3,709.81)	\$ -	\$ 1,448.27	

9/4/2013		\$ (793.27)		FORFEITANCE ADJ	7/1/2013	\$ 7,103.13	\$ -	\$ -	\$ -	\$ (793.27)	\$ 293,018.01	\$ -	\$ (3,799.81)	\$ -	\$ 655.00
9/4/2013		\$ 2,930.59		PAYMENT	8/1/2013	\$ 4,112.54	\$ 499.61	\$ 1,550.00	\$ 934.32	\$ (0.00)	\$ 292,519.20	\$ -	\$ (2,805.49)	\$ -	\$ 655.00
9/17/2013			\$ 12.00	Prop Insp	8/1/2013	\$ 4,112.54					\$ 292,519.20	\$ -	\$ (2,865.49)	\$ 12.00	\$ 655.00
10/1/2013	\$ 2,056.27			Delinquent P&I Payment Due	8/1/2013	\$ 6,168.81					\$ 292,519.20	\$ -	\$ (2,865.49)	\$ 12.00	\$ 655.00
10/1/2013			\$ 12.00	Prop Insp	8/1/2013	\$ 6,168.81					\$ 292,519.20	\$ -	\$ (2,865.49)	\$ 24.00	\$ 655.00
11/1/2013	\$ 2,056.27			Delinquent P&I Payment Due	8/1/2013	\$ 8,225.08					\$ 292,519.20	\$ -	\$ (2,865.49)	\$ 24.00	\$ 655.00
11/1/2013				COUNTY TAX DISBURSED	8/1/2013	\$ 8,225.08			\$ (1,825.00)		\$ 292,519.20	\$ -	\$ (4,691.20)	\$ 36.00	\$ 655.00
11/15/2013			\$ 12.00	Prop Insp	8/1/2013	\$ 8,225.08					\$ 292,519.20	\$ -	\$ (4,691.20)	\$ 36.00	\$ 655.00
12/1/2013	\$ 2,056.27			Delinquent P&I Payment Due	8/1/2013	\$ 10,281.35					\$ 292,519.20	\$ -	\$ (4,691.20)	\$ 36.00	\$ 655.00
12/1/2013				HAZARD SFR DISBURSED	8/1/2013	\$ 10,281.35			\$ (5,355.00)		\$ 292,519.20	\$ -	\$ (10,046.29)	\$ 36.00	\$ 655.00
1/1/2014	\$ 2,056.27			Delinquent P&I Payment Due	8/1/2013	\$ 12,337.62					\$ 292,519.20	\$ -	\$ (10,046.29)	\$ 36.00	\$ 655.00
1/8/2014		\$ 1,100.00		FC Fee	8/1/2013	\$ 12,337.62					\$ 292,519.20	\$ -	\$ (10,046.29)	\$ 1,220.00	\$ 655.00
1/8/2014		\$ 150.00		Film Costs	8/1/2013	\$ 12,337.62					\$ 292,519.20	\$ -	\$ (10,046.29)	\$ 1,370.00	\$ 655.00
1/8/2014		\$ 495.00		Publication	8/1/2013	\$ 12,337.62					\$ 292,519.20	\$ -	\$ (10,046.29)	\$ 1,781.00	\$ 655.00
1/8/2014		\$ 300.00		Info Examin	8/1/2013	\$ 12,337.62					\$ 292,519.20	\$ -	\$ (10,046.29)	\$ 2,081.00	\$ 655.00
2/1/2014	\$ 2,056.27			Delinquent P&I Payment Due	8/1/2013	\$ 14,393.89					\$ 292,519.20	\$ -	\$ (10,046.29)	\$ 2,081.00	\$ 655.00
3/1/2014	\$ 2,056.27			Delinquent P&I Payment Due	8/1/2013	\$ 16,450.16					\$ 292,519.20	\$ -	\$ (10,046.29)	\$ 2,081.00	\$ 655.00
4/1/2014	\$ 2,056.27			Delinquent P&I Payment Due	8/1/2013	\$ 18,506.43					\$ 292,519.20	\$ -	\$ (10,046.29)	\$ 2,081.00	\$ 655.00
4/24/2014			\$ 15.00	Prop Insp	8/1/2013	\$ 18,506.43					\$ 292,519.20	\$ -	\$ (10,046.29)	\$ 2,096.00	\$ 655.00
5/1/2014	\$ 2,056.27			Delinquent P&I Payment Due	8/1/2013	\$ 20,562.70					\$ 292,519.20	\$ -	\$ (10,046.29)	\$ 2,096.00	\$ 655.00
5/1/2014			\$ 15.00	Prop Insp	8/1/2013	\$ 20,562.70					\$ 292,519.20	\$ -	\$ (10,046.29)	\$ 2,111.00	\$ 655.00
5/22/2014			\$ 15.00	Prop Insp	8/1/2013	\$ 20,562.70					\$ 292,519.20	\$ -	\$ (10,046.29)	\$ 2,126.00	\$ 655.00
6/1/2014	\$ 2,056.27			Delinquent P&I Payment Due	8/1/2013	\$ 22,618.97					\$ 292,519.20	\$ -	\$ (10,046.29)	\$ 2,126.00	\$ 655.00
6/19/2014			\$ 15.00	Prop Insp	8/1/2013	\$ 22,618.97					\$ 292,519.20	\$ -	\$ (10,046.29)	\$ 2,141.00	\$ 655.00
6/25/2014			\$ 15.00	FC Fee	8/1/2013	\$ 22,618.97					\$ 292,519.20	\$ -	\$ (10,046.29)	\$ 2,156.00	\$ 655.00
6/25/2014			\$ 15.00	FC Fee	8/1/2013	\$ 22,618.97					\$ 292,519.20	\$ -	\$ (10,046.29)	\$ 2,171.00	\$ 655.00
6/25/2014			\$ 45.00	FC Fee	8/1/2013	\$ 22,618.97					\$ 292,519.20	\$ -	\$ (10,046.29)	\$ 2,216.00	\$ 655.00
6/25/2014			\$ 35.00	FC Fee	8/1/2013	\$ 22,618.97					\$ 292,519.20	\$ -	\$ (10,046.29)	\$ 2,251.00	\$ 655.00
6/25/2014			\$ 17.50	FC Fee	8/1/2013	\$ 22,618.97					\$ 292,519.20	\$ -	\$ (10,046.29)	\$ 2,268.50	\$ 655.00
6/25/2014			\$ 52.50	FC Fee	8/1/2013	\$ 22,618.97					\$ 292,519.20	\$ -	\$ (10,046.29)	\$ 2,321.00	\$ 655.00
6/25/2014			\$ 15.00	FC Fee	8/1/2013	\$ 22,618.97					\$ 292,519.20	\$ -	\$ (10,046.29)	\$ 2,336.00	\$ 655.00
6/25/2014			\$ 7.50	FC Fee	8/1/2013	\$ 22,618.97					\$ 292,519.20	\$ -	\$ (10,046.29)	\$ 2,343.50	\$ 655.00
6/25/2014			\$ 15.00	FC Fee	8/1/2013	\$ 22,618.97					\$ 292,519.20	\$ -	\$ (10,046.29)	\$ 2,358.50	\$ 655.00
6/25/2014			\$ 7.50	FC Fee	8/1/2013	\$ 22,618.97					\$ 292,519.20	\$ -	\$ (10,046.29)	\$ 2,366.00	\$ 655.00
6/25/2014			\$ 15.00	FC Fee	8/1/2013	\$ 22,618.97					\$ 292,519.20	\$ -	\$ (10,046.29)	\$ 2,381.00	\$ 655.00
6/25/2014			\$ 15.00	FC Fee	8/1/2013	\$ 22,618.97					\$ 292,519.20	\$ -	\$ (10,046.29)	\$ 2,396.00	\$ 655.00
6/25/2014			\$ 22.50	FC Fee	8/1/2013	\$ 22,618.97					\$ 292,519.20	\$ -	\$ (10,046.29)	\$ 2,410.50	\$ 655.00
6/25/2014			\$ 15.00	FC Fee	8/1/2013	\$ 22,618.97					\$ 292,519.20	\$ -	\$ (10,046.29)	\$ 2,433.50	\$ 655.00
6/25/2014			\$ 30.00	FC Fee	8/1/2013	\$ 22,618.97					\$ 292,519.20	\$ -	\$ (10,046.29)	\$ 2,463.50	\$ 655.00
6/25/2014			\$ 15.00	FC Fee	8/1/2013	\$ 22,618.97					\$ 292,519.20	\$ -	\$ (10,046.29)	\$ 2,478.50	\$ 655.00
6/25/2014			\$ 15.00	FC Fee	8/1/2013	\$ 22,618.97					\$ 292,519.20	\$ -	\$ (10,046.29)	\$ 2,493.50	\$ 655.00
6/25/2014			\$ 7.50	FC Fee	8/1/2013	\$ 22,618.97					\$ 292,519.20	\$ -	\$ (10,046.29)	\$ 2,501.00	\$ 655.00
6/25/2014			\$ 7.50	FC Fee	8/1/2013	\$ 22,618.97					\$ 292,519.20	\$ -	\$ (10,046.29)	\$ 2,508.50	\$ 655.00
6/25/2014			\$ 7.50	FC Fee	8/1/2013	\$ 22,618.97					\$ 292,519.20	\$ -	\$ (10,046.29)	\$ 2,516.00	\$ 655.00
6/25/2014			\$ 655.00	FC Fee	8/1/2013	\$ 22,618.97					\$ 292,519.20	\$ -	\$ (10,046.29)	\$ 3,101.00	\$ 655.00
6/25/2014			\$ 140.00	FC Fee	8/1/2013	\$ 22,618.97					\$ 292,519.20	\$ -	\$ (10,046.29)	\$ 3,321.00	\$ 655.00
6/25/2014			\$ 7.50	FC Fee	8/1/2013	\$ 22,618.97					\$ 292,519.20	\$ -	\$ (10,046.29)	\$ 3,329.50	\$ 655.00
6/25/2014			\$ 15.00	FC Fee	8/1/2013	\$ 22,618.97					\$ 292,519.20	\$ -	\$ (10,046.29)	\$ 3,343.50	\$ 655.00
6/25/2014			\$ 15.00	FC Fee	8/1/2013	\$ 22,618.97					\$ 292,519.20	\$ -	\$ (10,046.29)	\$ 3,358.50	\$ 655.00
6/25/2014			\$ 15.00	FC Fee	8/1/2013	\$ 22,618.97					\$ 292,519.20	\$ -	\$ (10,046.29)	\$ 3,373.50	\$ 655.00
6/25/2014			\$ 15.00	FC Fee	8/1/2013	\$ 22,618.97					\$ 292,519.20	\$ -	\$ (10,046.29)	\$ 3,388.50	\$ 655.00
6/25/2014			\$ 7.50	FC Fee	8/1/2013	\$ 22,618.97					\$ 292,519.20	\$ -	\$ (10,046.29)	\$ 3,396.00	\$ 655.00
6/25/2014			\$ 15.00	FC Fee	8/1/2013	\$ 22,618.97					\$ 292,519.20	\$ -	\$ (10,046.29)	\$ 3,411.00	\$ 655.00
6/25/2014			\$ 15.00	FC Fee	8/1/2013	\$ 22,618.97					\$ 292,519.20	\$ -	\$ (10,046.29)	\$ 3,426.00	\$ 655.00
6/25/2014			\$ 15.00	FC Fee	8/1/2013	\$ 22,618.97					\$ 292,519.20	\$ -	\$ (10,046.29)	\$ 3,441.00	\$ 655.00
6/25/2014			\$ 15.00	FC Fee	8/1/2013	\$ 22,618.97					\$ 292,519.20	\$ -	\$ (10,046.29)	\$ 3,456.00	\$ 655.00
6/25/2014			\$ 7.50	FC Fee	8/1/2013	\$ 22,618.97					\$ 292,519.20	\$ -	\$ (10,046.29)	\$ 3,463.50	\$ 655.00
6/25/2014			\$ 70.00	FC Fee	8/1/2013	\$ 22,618.97					\$ 292,519.20	\$ -	\$ (10,046.29)	\$ 3,533.50	\$ 655.00
6/25/2014			\$ 15.00	FC Fee	8/1/2013	\$ 22,618.97					\$ 292,519.20	\$ -	\$ (10,046.29)	\$ 3,548.50	\$ 655.00
6/25/2014			\$ 7.50	FC Fee	8/1/2013	\$ 22,618.97					\$ 292,519.20	\$ -	\$ (10,046.29)	\$ 3,556.00	\$ 655.00
6/25/2014			\$ 15.00	FC Fee	8/1/2013	\$ 22,618.97					\$ 292,519.20	\$ -	\$ (10,046.29)	\$ 3,571.00	\$ 655.00

EXHIBIT - 3



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		MO State Retmnt 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 00000000641193578 ?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 Depol 8560 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 00000000845111871 ?McC=5499		23.42	
10/2		Bill Pay Wachovia Card SE on-Line XXXXXXXXXXXX5601 on 10-02		100.00	
10/2		Bill Pay Nationstar Mortg 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 Rtn 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=6411		11.18	
10/3		POS Purchase - 10/03 Mach ID 000000 Ross Stores 70 Florence SC 5016 00000000856833400 ?McC=5310		11.88	
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 183276597197062 ?McC=5713		1,273.30	
10/4		Check Crd Purchase 10/03 Chipolite 1980 Florence SC 482850xxxxx5016 003276822758379 ?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 283276706865570 ?McC=5812		5.07	
10/7		Check Crd Purchase 10/05 Wendys Hamburg0000 Florence SC 482850xxxxx5016 183278812430333 ?McC=5814		9.64	
10/7		POS Purchase - 10/05 Mach ID 000000 Exxonmobil POS Florence SC 5016 0000000341425985 ?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 0000000747545009 ?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 023920300883467 B A Gibbs	423.59		
11/1		POS Purchase - 11/01 Mach ID 000000 Exxonmobil POS Benson NC 5016 00000000157947962 ?McC=5542		73.02	
11/1		POS Purchase - 11/01 Mach ID 000000 Cvs 07609 07609 3306 Florence SC 5016 003033C5321292904 ?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 00000000856496077 ?McC=5411		162.76	
11/4		Check Crd Purchase 11/02 Chipotle 1990 Florence SC 482850xxxxx5016 163306579674522 ?McC=5814		16.59	
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 00583308712161958 ?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
11/5		POS Purchase - 11/05 Mach ID 000000 Belk Florence Florence SC 5016 00000000331631545 ?McC=5311		12.85	
11/5		POS Purchase - 11/05 Mach ID 000000 Target T1452 Target T1 Florence SC 5016 00583309883193777 ?McC=5411		20.50	
11/5		POS Purchase - 11/05 Mach ID 000000 Bedbath Beyond Bedbat Florence SC 5016 00463309699373267 ?McC=5719		17.24	
11/5		Bill Pay Wachovia Card SE on-Line XXXXXXXXXXXX5601 on 11-05		100.00	
11/5		Bill Pay Nationstar Mortg 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 00583310808379383 ?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	- 5,879.07
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	\$0.08
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 XXXXXXXXXXXX5601 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		242.99	
		482850XXXX5016 003336599239530 ?McC=5943			
12/4		Check Crd Purchase 12/03 Burger King #1686 Florence SC		20.79	10,927.25
		482850XXXX5016 083337748091910 ?McC=5814			
12/5		POS Purchase - 12/05 Mach ID 000000 Cracker B 1102 E Cumbe		21.30	
		Dunn NC 5016 0000000053008343 ?McC=5814			
12/5		POS Purchase - 12/05 Mach ID 000000 Lowe S 1120 Florence SC		65.09	
		5016 00463339727299412 ?McC=5200			
12/5		POS Purchase - 12/05 Mach ID 000000 Cvs 07609 07609 3306		17.05	
		Florence SC 5016 00000000142714800 ?McC=5912			
12/5	1418	Check		800.00	10,023.81
12/6		POS Purchase - 12/06 Mach ID 000000 TJ TJ Maxx Florence SC		14.86	
		5016 0000000059508399 ?McC=5651			
12/6		POS Purchase - 12/06 Mach ID 000000 Stein Mar 1945 West PA		54.56	
		Florence SC 5016 0000000056592370 ?McC=5310			
12/6		ATM Withdrawal - 12/06 Mach ID 0586x 104 David H. Macleod B		20.00	9,934.39
		Florence SC 5016 0000167			
12/9		Check Crd Pur Rtn 12/07 Stein-Mart #0190 Florence SC	32.37		
		473702XXXX2144 613342551160410 ?McC=5310			
12/9		Check Crd Purchase 12/06 Bravo Event & Part Florence SC		128.65	
		482850XXXX5016 083340561880804 ?McC=7394			

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)
)
NATIONSTAR MORTGAGE, LLC)
d/b/a MR. COOPER,)
)
Respondent,)
)
vs.)
)
BARBARA A. GIBBS, MELVIN E.)
GIBBS,)
Appellants.)
_____)

IN THE COURT OF APPEALS
OF SOUTH CAROLINA

CASE No: 2019-000486

CERTIFICATE OF SERVICE

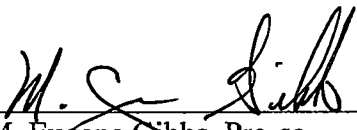
I, Melvin E. Gibbs, hereby certify that a copy of Appellant's Reply to Respondent's Opposition to Appellant's Motion for Reconsideration was placed with USPS, postage prepaid, the 10th day of June 2019, addressed to:

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

RECEIVED

JUN 12 2019

SC Court of Appeals



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

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)
)
NATIONSTAR MORTGAGE, LLC)
d/b/a MR. COOPER,)
)
Respondent,)
)
vs.)
)
BARBARA A. GIBBS, MELVIN E.)
GIBBS,)
Appellants.)
_____)

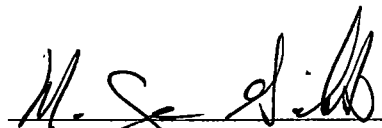
IN THE COURT OF APPEALS
OF SOUTH CAROLINA

CASE No: 2019-000486

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CLERK

Attached hereto is the Certificate of Service, original and 6 copies of Appellant's Reply to Respondent's Opposition to Appellant's Motion for Reconsideration.



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

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