

THE STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

APPEAL FROM THE CHARLESTON COUNTY

MASTER IN EQUITY COURT

HONORABLE JUDGE MIKELL R. SCARBOROUGH

Case No. 2006-CP-10-2859

Appellate Case No. 2012-212524

Deutsche Bank National Trust Company, as Trustee of
Ameriquest Mortgage Securities, Inc. Asset Backed Passed
Through Certificates, Series 2005-R4CGM under the Pooling
And Servicing Agreement dated as May 01, 2005, without recourse,

Respondent,

v.

Vandora M. Huggins-Edwards a/k/a Vandora H. Edwards; Sylvia Anne Lawrence a/k/a Sylviette Anne Lawrence; Glenn Huggins; Micheal Huggins; Donnell Huggins; Samuel Huggins; Ira S. Huggins; Derwin Huggins; Andrean Huggins Cotton a/k/a Adrienne Huggins Cotton; Sharon H. Smack; Dewayne Dixon; Kimberly Nelms; Timothy Nelms; Jennifer Nelms; Michael A. Brown; Demetrius Huggins Nelms; a minor, Darius Simmons; a minor, Dondre Simmons; a minor, Reginald Huggins; Joseph Huggins; Heather Huggins; Barbara Huggins; any other Heirs-at-Law or Devises of Rickey Henry Huggins, Deceased their heirs, Personal Representatives, Administrators, Successors and Assigns, and all other persons entitled to claim through them; any other Heirs-at-Law or Devises of Henry Buster Huggins, Jr., Deceased, their heirs, Personal Representatives, Administrators, Successors and Assigns, and all other persons entitled to claim through them; any other Heirs-at-Law or Devises of Michelle Huggins; Deceased, their heirs, Personal Representatives, Administrators, Successors and Assigns, and all other persons entitled to claim through them; any other Heirs-at-Law or Devises of Buster Huggins Sr., Deceased, their heirs, Personal Representative, Administrators, Successors and assigns, and all other persons entitled to claim through them; all unknown persons with any right, title or interest in the real estate described herein; who may be in the military service of the United States of America, being a class designated as John Doe; and any unknown minors or persons disability being a class designated as Richard Roe; South Carolina Department of Revenue; Safeway Finance; Ford Motor Credit Company; General

persons disability being a class designated as Richard Roe; South Carolina
Department of Revenue; Safeway Finance; Ford Motor Credit Company; General
Motors Acceptance Corporation; White Directory Holding Carolina, Inc. d/b/a The
Talking Phone Book; Monogram Credit Card Bank of Georgia; Michael Twitty;
Deborah Twitty; The United States of America, by and through its agency, The
Internal Revenue Service; and John C. Bigler..... Defendants.

Of Whom Vandora M. Huggins-Edwards a/k/a Vandora H. Edwards _____ Appellant.



FINAL BRIEF

Vandora M. Huggins-Edwards
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Charleston, S. C. 29407
(843) 801-7392
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1. We would affirm the Master's Court order equitably subrogating to Deutsche Bank Trustee, for Ameriquest refinanced mortgage to its original mortgage, and Would not impose the draconian remedy of denying relief to lenders who fails... To have attorney supervision during the loan process as required by law.	
2. We argue that respondent fail to prove by the preponderance of evidences on the Trail day that Paul B. Ferrara of Ferrara Law Firm, LLC supervisor the Title Search and his presences on the day of the closing .	
3. We argue that John C. Bigler never received approval of an Administrative Judge to be a real party of interest in the matter of foreclosure action 06/2859, therefore, he has no counterclaim in this action. Mr. Bigler is using the judicial system to Quite a difficult Title. He is barred by RES JUDICATA from bring this suit.	
4. We argue that the respondent and the defendant John C. Bigler received Order Granted on March 16, 2009 is the same Order Granted by the Master Court on February 28, 2012 only difference is the Master Court ordered is the additional sale of the same property.	
5. We argue that the respondent should be held accountable for its own attorney fees due to the underlying fact that the Ameriquest Mortgage Loan was a Predatory Loan.	
6. We argue that Deutsche Bank is the junior lien holder and Ameriquest filed bankrupt prior to the Mortgage Assignment they entitled to recover for the Ameriquest Mortgage Company loss. They are refinancing their own by way of equitable Subrogation to its loss.	

TABLE OF AUTHORITIES*

CASES

Doe v. McMaster, 355 S.C. 306, 585 S.E. 2d 773(2003);
State v. Buyers Serv. Co., 292 S.C. 426,357 S.E. 2d 15 (1987)
Buyers Service 292 S.C. at 430-34, 357 S.E.2d at 17-19
Buyers Service 292 S.C. at 433, 357 S.E. 2d at 19
Coffey, 389 S.C. at 76,698 S.E. at (citing State v. Buyers Service. Co., 292 S.C
. 426,431, 357 S.E. 2d 15, 18 (1987)
Enterprise Bank v Fed.Land Bank, 139 S.C.397, 138, S. E. 146 (1927).
Wachovia Bank v. Coffey, 389 S.C. 68, 698 S.E.2d 244 (Ct.Aapp.2010)
Hambrick v. GMC Mort. Corp., 370 S.C. 118, 634, S.E. 2d5 (t. App. 2006) Cert.
dismiss April 05, 2007

STATUTES

S.C. Code Ann. S 16-3-20 (a) (c)Section
SCRCP Rule 17 (a)
S.C. CODE Ann. S 12-51-90
S. C. CODE Ann. 27-30-50

OTHER AUTHORITIES

United States v. Baran, 996 F 2d 25 (2d Cir. 1993)
The Constitution of the United States 5th Amendment

STATEMENT OF ISSUES ON APPEAL

The appellants previously gave Notice of Appeal regarding an Order of The Honorable Judge Mikell Scarborough, for Charleston County Master-In-Equity Court, executed on February 28, 2012, and received by Counsel for the Appellants on April 05, 2012.

The issues of appeal are as follows:

That appellant plea that due ineffective assistance of counsel my attorney did not dispute any of the claims made by the respondent in the matter of foreclosure action 06/2859 to the following issues to defend the appellant Vandora M. Huggins-Edwards before The Master Court at the Trail hearing on February 28, 2012. My attorney did not offer any objection to the testimony of David Merrill, Sharon Smack, my attorney did not neither submit critical documents into exhibits nor did my attorney offer to provide any defense as to the Quite Title issues. My attorney dispute the respondent claim of Attorney Fees in the amount of \$83, 0000.00. Ref. pg. 7 line 7 thru 10, Ref. pg. 117 lines 3 thru 8.

1. Did the Master Court err in the respondent petition to Quiet Title for the defendant John C. Bigler Delinquent Tax Sale Lot 324, in its Partial Summary Judgment Order before the Master Court on March 16, 2009.
- 2.. Did the Master Court err in granting the respondent and the defendant John C. Bigler the same Partial Summary Judgment Order to Quite Title on the delinquent tax sale of Lot 324 again before the Master Court on February 28, 2012.
3. Did the Master Court err in allowing the defendant John C. Bigler Quite Title for a Delinquent Tax Sale and encroachment the law states?" Every action shall be prosecuted in the name of the real party interest." Rule 17(a), SCRCP." Generally, a party must be a real party of interest to the litigation to have standing." Ref pg. 8 line 5 thru 12.

1.

4. Did the Master Court err granting the defendant John C. Bigler an order in the matter of foreclosure 06/2589 a counterclaim against the appellant for an additional purchase of the foreclosure properties without filing an official complaint for encroachment and to Quite a Tile for the delinquent tax property Ref. Transcript pg. 10.
5. Did the Master Court err in allowing the respondent a Petition an Order to sell Mr. Bigler a strip of land out of Lot 323 to enhance the sale of Lot 324 in order to gain profit on the sale of the house is on Lot 324. Ref. Transcript pg. 131 line 16 thru 20.
6. Did the Master Court err overlooking the testimony of the respondent witness Mary Scarborough the tax collector for Charleston County clearly stating that Lucille Huggins is the defaulting taxpayer in Tax Deed BK P0067 pg. 755. The appellants plead the statue of fraud as a defense to the respondent's claim. Ref Transcript pg. 15 line 8-21.
7. Did the Master Court err in the testimony of Mary Scarborough that there was no problem in the tax deed Lucille Huggins is not named in Deed of Distribution BK M400 at page 500. Lucille Huggins had no knowledge of this instrument to show cause of action this instrument does not bear a signature of Lucille Huggins. Ref. Defendants exhibit 2.
8. Did the Master Court err in the respondent objection that the testimony of Mary Scarborough that there is a problem in the validity of the tax deed, the respondent is liable for redeeming the Delinquent Tax Deed to show cause of action Lucille Huggins is the defaulting tax payer and the co-borrower on the original mortgage note submitted into documentary evidences by the respondent as described in the South Carolina Code of Law. In Accordance to South Carolina Code of Law "Section 12-51-90 Ameriquest Mortgage Trustee of Deutsche Bank had twelve month from October 01, 2007 of the Delinquent Tax Sale to redeem foreclosure Lot 323 that encroach on lot

324 by paying the delinquent taxes \$1,500.000. ref. Plaintiff's exh. 17; ref. defendants exh. 5.

9. Did the Master Court err in allowing that the respondent witness Sharon Smack to choose who are heirs at law to the estate of Buster Huggins Sr., Lucille Huggins, Buster Huggins Jr. and Rickey Huggins based on her testimony and on documentary evidence to support the respondent's claim equitable to Quite Title in the matter of the foreclosure action Sharon Smack testimony is here say. Ref. Transcript pg28, line 7-23.
11. Did the Master Court err in allowing the testimony of Sharon Smack to support the Respondent attorney claim that Barbara Huggins is the daughter of Rickey Henry Huggins, the respondent attorney failed to provide written documentation such as a birth certificate to support the testimony of its witness. Barbara Huggins is not her real name therefore she was never legally notified of this action. Ref. Transcript pg. 29 line 10 thru 17, ref. Plaintiff exhibit 15. Appellants plead the statue of fraud as a defense To the respondent's claim.
12. Did the Master Court erred in allowing the respondent witness David Merrill, (Mediation Specialist for American Home Mortgage Serving, Incorporation) to verify the signature of the closing attorney Paul B. Ferrara, III in the Original Mortgage note Bk R 534 pg 330. Appellants plead the statue of frauds as a defense to respondent's claim. Ref. Transcript pg. 41 lines 12 thru 25 Plaintiff's exhibit 17.
13. Did the Master Court erred in respondent Petition for Judgment Of Default only against the borrower Vandora M. Huggins-Edwards and not against the co-borrower Lucille Huggins in the amount of total debt of \$206,750.56 ref. Plaintiff's Exhibit 16, Plaintiff's Exhibit 17.
14. Did the Master Court err overlooking that the respondent attorney did not send a

notice of default in the matter of foreclosure action to the co-borrower Lucille Huggins that signed the original Mortgage Note on April 06, 2005 that should have been witness by the closing attorney. Ref. Transcript pg. 51 line 12 thru 25, ref.

Transcript pg. 52 line 1 thru 10.

15. Did the Master Court err in the Respondent claim allowing the testimony Mr. Merrill to establish the validity of the Assignment of Mortgage from Ameriquest Mortgage Backed Securities assigning it to Deutsch Bank as Trustee on July 27, 2006. The respondent witness Mr. Merrill was not present when this instrument was signed. This instrument was signed by Rose C. Lara, Vice President for Ameriquest Mortgage Company and she did appear at the trail hearing. The appellant plead the statute of frauds as a defense to the respondent's claim. Ref plaintiff's exhibit 18.
16. Did the Master Court erred in allowing the Respondent attorney claim which was based purported contract in writing set of writing signed by the appellant and signed by the Respondent exits to support the purported contracts. Section 27-23-50 of the South Carolina Laws disallows the assignment of any leases, estates or interests," unless it be by deed or note, in writing signed by the party so assigning, granting or surrendering them, or his agent thereunto lawfully authorized by writing or by act and operation of law." Respondent failed to provide any written documentation pertaining to any contract between the additional Appellants that are named Defendants (co-tenants) in this action. Ref. Plaintiff's exhibits 17, 18, 19, 20, and 21.
17. Did the Master court erred in the Respondent attorney claim that a Title Search was done prior to the closing of Ameriquest Mortgage by the closing attorney on April 06, 2005. Ref. Plaintiff's exh. 16.
18. Did the master Court err in the Respondent claim overlooking that the assignment of Mortgage clearly demonstrates that Deutsche Bank Trustee holds the original

Mortgage Note Bk 534 at pg 330 loan as the junior lien holder. It is reason that the assignment of mortgage comports with the general view that equitable subrogation contemplates a third party satisfying the original mortgage, not the same party to whom the original debt is owed. (Third) of Property (Mortgages) ss 7.6

cmt. E (1995). Obviously subrogation cannot be involved unless the second loan is made by a different lender than the holder of the first mortgage; one cannot be subrogated to one's own previous mortgage. Ref. Plaintiff's exh. 17, 18.

19. Did the master court err equitable subrogation preserves priorities by keeping by keeping mortgages and other lien in their proper recordation order; The foreclosure action was recorder first by Ameriquest, Then the junior lien holder came and recorded the assignment of the Mortgage, after the Foreclosure action was filed. Ref. Plaintiff's exh. 17, 18.

20. Did the master court err in the respondent claim that equitable subrogation accomplishes justice and rests on the maxim that no one (here, the junior lienholder) should enrich by Ameriquest Mortgage Company loss. Plaintiff's exh. 16.

21. That the appellant's attorney on trial day did not offered any defense that appellant and the other defendants are "Victim of Unauthorized Practice of Law." Mortgagee cannot foreclosure mortgage where loan without attorney Supervision. This is not of human error as describe by the respondent's attorney that the Master Court should have not rewarded to the respondent a judgment ordered in the amount of 300,000.00 with a credit of \$92,000.00. The appellant do not understand this agreement, because we did not receive an order judgment stating what was going to be the initial bid at the foreclosure sale auction is \$300,000.00 the starting the bid or will the initial Bid start at \$92,000,00. The Master Court did order at the trail hearing any just compensation to Be distribute to the appellant (Vandora M. Huggins-Edwards) after the respondent sell

my property on auction with no set sale price amount. That should have been set in place by the master court.

STATEMENT OF THE CASE

The respondent attorney filed its original foreclosure action 2006-CP-10-2859 on July 24, 2006 and received its final order on February 28, 2012.

The respondent attorney filed reassignment of Mortgage on July 26, 2006 after foreclosure action 06/2859 therefore the original debt is not owed to the Respondent by law.

That John Kachmarsky the plaintiff filed Civil Action 2007-CP-10-2596 on July 19, 2007 claiming due to encroachment Lot 324 it claims that the foreclosure action 06/2596 is one.

That John C. Bigler on October 01, 2007 he purchased Delinquent Tax property TM-418-05-00-280 name the defaulting tax payer is Lucille Huggins not John Kachmarsky. At this point the respondent's attorney had full knowledge that John Kachmarsky is no longer interested in the delinquent tax sale, he did not pay the property tax prior to filing civil action 06/2596.

The Plaintiff in civil action 07/2596 went before the Honorable Judge Tamera Curry on May 18, 2008 and received a judgment that foreclosure action 06/2859 and civil action 07/2596 is a joint action. On this day the Respondent attorney did not appear in court.

This is why the judgment was Order Granted to the Plaintiff in the matter of 06/2596.

The documentary evidences clearly demonstrates that the Respondent had full Knowledge of the underlying fact John C. Bigler purchased the delinquent tax property. Since 2007 and never reported in any of the scheduling order to the Master Court. Mr. Bigler never filed any documents to the master court stating that he is the new plaintiff in joint action 06/2859 and 07/2596. Therefore, Mr. Bigler has no legal standing

in the matter of foreclosure action 06/2859.

The Chain of Title that Mr. Bigler enters into exhibits show the inconsistency in each Of the deeds submitted by John Kachmarsky to Charleston County RMC Office.

The Plaintiff in civil action 07/2596 was the attorney for the estate of Buster Huggins Jr. The underlying fact is Buster Huggins Sr. held the Master Deed to real property Deed Bk U104 pg. 134, this explain why Lucille Huggins is still name as the defaulting delinquent tax payer. That Charleston County delinquent tax director Mary Scarborough did not convey the original Deed Bk U104 pg. 134 to John C. Bigler due to the fact that her title search clearly showed from the Charleston Auditor that Lucille Huggins is the legal owner of Delinquent Tax property until May of 2009.

The respondent attorney waited one year after the joint action to file on March 16, 2009 a Partial Summary judgment in the matter of joint action 07/2596 naming the successful tax bidder to Quiet Title and Encroachment . On this day the plaintiff and the defendant John C. Bigler failed to appear before the Honorable Judge Scarborough.

The respondent again was awarded a judgment when none of the Plaintiff appeared in Court on March 16, 2009.

On this day of March 16, 2009, the Master Court deconsolidated joint action foreclosure action 06/2859 and civil action 07/2596. Therefore, John C. Bigler is no longer a real party interest in the once consolidated action.

Mr. Bigler failed to show the master court on February 28, 2012 documentary Evidences to support the underlying fact that he is a real party of interest in this foreclosure action 06/2859.

The Respondent attorney wrote a letter to the Honorable Judge Scarborough on June 08, 2009 voiding the delinquent tax sale due to the underlying fact that John C. Bigler never notified to all parties of his presents in the matter of foreclosure action 06/2596.

On February 28, 2012 the appellant attorney failed to remind the Honorable Judge Scarborough of this previous letter written by the Respondent to the master court of this matter.

The above information show cause of action that the respondent had full knowledge of The inconsistencies in Mr. Bigler Title Chain due to the underlying fact that the Plaintiff John Kachmarsky in then joint actions 06/2596 let the delinquent tax property pass because he knew that the deed of distribution Bk M400 at pg. 500 would not give him a clear title to real property TMS 410-05-00-280. Charleston County Delinquent Tax Director Mary Scarborough did not include the defendant John C. Bigler Exhibit 3, the Quit Claim Bk 388 at pg 300 is not named in the to the Delinquent Tax Deed Bk 00677 pg 755 this instrument does not bear the signature of Lucille Huggins acknowledging this document.

My attorney failed to submit documentary evidences to the master court that will demonstrate that the delinquent tax sale is a fraud.

My attorney fails to remind the master court Honorable Judge Scarborough of it Order on March 16, 2009, that foreclosure action will be dismiss as of June 19, 2009 if all the co-tents are not notified. The clerk of court for the master in equity court never sent out notice for the hearing date of June 19, 2009 Order for dismissal of foreclosure action 06/2859.

The Respondent waited another two years to file another Partial Summary Judgment on December 29, 2011. My attorney on this day failed to acknowledge to the Master Court this action is barred by Res Judicata each action.

The respondent attorney has clearly demonstrated in their actions that the delinquent tax sale must be settled prior to the foreclosure action, even after the master court deconsolidated the joint action 06/ 2859 and 07/2596.

The appellant and my mother (co-borrower Lucille Huggins) signed the instrument BK R 534 pg 330 in the office of Ameriquest Mortgage Company at One Poston Rd. Ste. 140,Charleston, SC 29407 on April 06, 2005 Attorney Paul B. Ferrara the closing attorney was not present to sign this instrument document at the time of the closing. Deed bk 534 at 343 my mother and I signed with the same ink pen on this day. The Closing attorney made his signature on a different day other than April 06, 2005.

The appellant statement of defense is due to the Title issues is there was no Bank would refinance the Ameriquest Mortgage Company loan Plaintiff 's exh. 17. The appellant in the year of 2007 and 2008 applied for a hardship the servicing company was American Home Mortgage after turning the request for the hardship no one respond to my to phone calls, my attorney than Charles Houston wrote follow-up letter to the respondent's attorney they refused to our demand for settlement agreement this foreclosure action 2007. This is where I came to the conclusion when they refused to I for the hardship after Lucille Huggins died her income was included as a factor in the Original Mortgage Note. We also came to the conclusion that the respondent is only interested in the foreclosure sale of the property.

That the appellant 5th Amendment rights is being violated due to the underlying fact I am being deprived of my property without just compensation. The Master Court did not Order that respondent repay or refund the appellant any funds if the respondent Attorney sell the property for more than it appraisal value as described in the plaintiff's Exh. 25, 26.

ARUGMENTS

Appellant argues the master-in-equity erred in holding Deutsche Bank Trustee for Ameriquest is not entitled to equity subrogation that the respondent attorney initiated this foreclosure in 2006 it discovered two major Title issues with my property Lot 323

and 322.

The appellant argues that the Respondent closing attorney Paul B. Ferrara craft the Original Mortgage Note and did not do a Title Search referencing to Deed BK U476, at pg. 699 this instrument clearly demonstrate that Buster Huggins Sr. own fifty percent of the property in Deed BK Y517 at pg. 835.

The appellant argues that the parties asserted in this action did not give Ameriquest consent to Ameriquest Mortgage Company their share of the property described in Deed BkU47 at pg. 699 assigned to Original Mortgage Note signed by on April 06, 2005 by closing attorney Paul B. Ferrara.

The appellant argues that the respondent is not entitled to equitable remedy because it closed this loan unlawfully and thus has unclean hands. We do not believe the doctrine Latches of unclean hands are the appropriate basis for resolution of this case. However, we do agree that even if the respondent met the requirements for equitable subrogation, the respondent would be precluded from receiving that remedy because of its unauthorized practice of law.

Appellant argues all real estates and mortgage loan closing must be supervised by an attorney. *Doe v. McMaster*, 355 S.C. 306, 585 S.E., 2d 773(2003); *State v. Buyers Serv. Co.*, 292 S.C. 426, 357 S.E. 2d 15(1987). Performing a title search, preparing title and loan documents, and closing a loan without the supervision of an attorney constitutes the unauthorized practice of law. *Buyers Serv.*, 292 S. C. ay 430-34, 357 S.E. 2d at 17-19.

Appellant argues that Ameriquest hired Nations Title Agency of The Carolinas to perform Title search prepares the documents and close the loan without the supervision a licensed attorney the refinance mortgage, clearly violating South Carolina Law 292 S.C. at 430-34, 357 S.E.2d at 17-19. The respondent sought equitable relief, based upon a mortgage contract it entered into the Master Court in violation of the laws of this state. Therefore Mr. Merrill testimony cannot validate the instruments the Original Mortgage Note Bk 530 pg 330 was signed by the closing attorney. The closing fail to answer its subpoena to appear before the Honorable Judge Scarborough. Appellant argues that the respondent closing attorney Paul B. Ferrara located in Charleston South Carolina did not meet the requirement for the four steps in the residential real estate loan and mortgage process; preparation of deed, notes and other instruments; preparation of title abstracts; the closing; and recording the instruments. 292 S.C. at 430-34, 357 S.E. 2d at 17-19.

Appellant argues that the purpose of subrogation is to prevent Deutsche Bank Trustee of the Ameriquest a junior lien holder from converting the mistake of the lender into a magical gift for It. United States v. Baran, 996 F 2d 25 (2d Cir. 1993). Base on the testimony of Mr. Merrill, the respondent fails to bring a witness forward whom signed BK C 598 pg 671 this instrument to establish the validity of this instrument.

The appellant argues that the respondent did not prove by the preponderance evidence on February 28, 2012 to the Master Court that the closing attorney Paul B. Ferrara, Law Firm. PLLC on April 06, 2005 he did in fact sign the Original Mortgage Note Bk 534 at pg 330 and verified that he oversee the title search that was done by Nations Tile Agency Of The Carolinas, Thomas Hall that he signed off the day of closing.

The appellant argues that the Ameriquest original Mortgage Note BK 534 at pg. 330 should have never approved on the date of closing this loan, the respondent attorney

demonstrate that Buster Huggins Sr. died on April 25, 2004.

The respondent demonstrated the Original Mortgage Note states the closing date was April 06, 2005 one year after his death the respondent still approved the Mortgage Note with full knowledge of the title issues prior to the Original Note.

The appellant argues due to ineffective assistance of council my attorney failed submit into evidence on the day of the trial hearing that Master Court the Honorable Judge Scarborough granted Order of Judgment to the appellant for it Notice of Motion And Motion to Set Aside Entry of Default that was filed on October 09, 2006 date of judgment is December 10, 2010.

This order of judgment was Granted two years prior to the respondent attorney's receiving it Judgment of Default on February 28, 2012 in the matter of foreclosure action 06/2859.

The appellant argues that the respondent and the defendant John C. Bigler violated the appellant 5th Amendment rights of protection under the Law. The Constitution of the United States declares that , "No Person be deprived of life, liberty or property, without due process of law, nor shall private property is taken for public use without just compensation." The appellant did not received any of the proceeds by of the from the sale of the additional land to John C. Bigler the Master Court ordered that the proceeds are to be split amount the additional heirs that are name in the foreclosure Quite Title action.

The appellant argues that the defendant John C. Bigler never notified the appellant that he was a party of real interest in foreclosures action 06/ 2859, after he purchased the Delinquent Tax Lot 324 on October 01, 2007.

The appellant argues that John C. Bigler is the purchaser of Delinquent Tax Deed Bk 0067 at 755 property tax sales acquires that the Title is without warranty and bought at

Its own risk. The County of Charleston nor the appellant are not liable for the quality or quantity of the property purchase by the alleged defendant John C. Bigler at the delinquent tax Auction on October 01, 2007.

The appellant argues that the respondent attorney and the defendant John C. Bigler is using the judicial system of Charleston County to Quite a difficult Title. This is against South Carolina code of law.

That the appellant argues that Mr. Bigler presented in his trail brief documentary evidences he had full knowledge of the encroachment prior to the purchase of the delinquent tax sale on October 01, 2007. This why he stated silent until March 16, 2009. Mr. Bigler already had full knowledge of the inconsistencies in the Deeds made by John Kachmarsky Deed of Distribution Bk M400 pg 500. Mr. Bigler want to change the chain of title to clean up the Delinquent Tax Deed. Buster Huggins Sr. never intended on redrawing the property line because he intended on properties staying amount the family.

That the appellant argues that the defendant John C. Bigler was Granted Order for Two Summary involving the same property, all parties are the same, Mary Scarborough testimony on the trail day confirms the defendant previous exhibits was used to Quite the title on March 16, 2009 and on February 28, 2012.

That the argues that the testimony of Sharon Smack is not accurate enough to Quite Title the respondent submitted to the documentary evidence that when the initial estate was open for Buster Huggins Sr. and Lucille Huggins the official heirs at law were named. In the matter of both estates publication was place in the newspapers and none of the additional heirs of Henry Buster Huggins Jr. estate, and the heirs of Rickey Huggins estate never filed a claim for a formal hearing to be name in the matter of the estates of Buster Huggins who opened without a will in 2004 and Lucille Huggins left a

will; her estate was opened in 2006 and none of the individuals of Rickey Huggins estate or named in her will, she died after Buster Huggins Sr. Plaintiff's exhibits 8, 9.

The appellant argues that the respondent attorney failed to provide the proper witnesses such as the closing attorney to the Master Court the day of the trial hearing to verify that he present at the closing and the he oversee the Title Search for Nations Title of the Carolinas on the day of April 06, 2005.

The appellant argues that the respondent attorney's fee was submitted as Affidavit there was never an itemized billed sent to the attorney of the appellant prior to the trial hearing date.

The appellant argues it is paying for the Survey and redrawing of the property line on behalf of John C. Bigler and this included in the appellant's bill.

The appellant argues that the respondent attorney's is requesting attorney fee for the enormous error that they made when no Title Search was done by the closing attorney.

The respondent should be held accountable because "they violated the law."

CONCLUSION

For the above reasons, the appellant was not represented by council properly.

We hold Deutsche Bank National Company, as Trustee of Ameriquest Mortgage Securities, Inc. A/k/a Ameriquest Mortgage Company is not entitled to equitable subrogation. The Master in Equity's order is REVERSED.

I the appellant Vandora M. Huggins-Edwards is submitting this instrument to South Carolina Court of Appeal without any assistance of legal counsel due to ineffective counsel. We file this action to the best of its understanding of the laws of the United States and in accordance of the State of South Carolina. The appellant is not an

Attorney . I the Appellant certify final brief on the record of Appeal contains no matter is irrelevant to
This Appeal.

October 10, 2013

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Vandora M. Huggins-Edwards", with a long horizontal line extending to the right.

Vandora M. Huggins-Edwards
1218 Gunn Avenue
Charleston, South Carolina
(843) 801-7392
Appellant

THE STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

APPEAL FROM THE CHARLESTON COUNTY
MASTER IN EQUITY COURT
HONORABLE JUDGE MIKELL R. SCARBOROUGH

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minor, Darius Simmons; a minor, Dondre Simmons; a minor, Reginald Huggins;
Joseph Huggins; Heather Huggins; Barbara Huggins; any other Heirs-at-Law or
Devises of Rickey Henry Huggins, Deceased their heirs, Personal
Representatives, Administrators, Successors and Assigns, and all other persons
entitled to claim through them; any other Heirs-at-Law or Devises of Henry Buster
Huggins, Jr., Deceased, their heirs, Personal Representatives, Administrators,
Successors and Assigns, and all other persons entitled to claim through them; any
other Heirs-at- Law or Devises of Michelle Huggins; Deceased, theirs heirs,
Personal Representatives, Administrators, Successors and Assigns, and all other
persons entitled to claim through them; any other Heirs-at-Law or Devises of
Buster Huggins Sr., Deceased, theirs heirs, Personal Representative,
Administrators, Successors and assigns, and all other persons entitled to claim
through them; all unknown persons with any right, title or interest in the real estate
described herein; who may be in the military service of the United States of
America, being a class designated as John Doe; and any unknown minors or

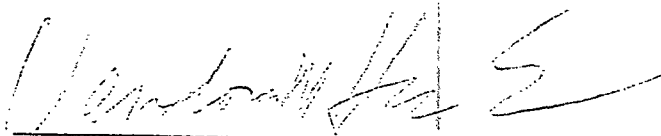
Motors Acceptance Corporation; White Directory Holding Carolina, Inc. d/b/a The Talking Phone Book; Monogram Credit Card Bank of Georgia; Michael Twitty; Deborah Twitty; The United States of America, by and through its agency, The Internal Revenue Service; and John C. Sigler..... Defendants,
Of Whom Vandora M. Huggins-Edwards a/k/a Vandora H. Edwards _____ Appellant.

PROOF OF SERVICE

I HEREBY CERTIFY that I have served the Record on Appeal Final Brief
To the Respondent Attorney on October 10, 2013 BY U. S. Postal DELIVERY
addressed to following on record;

Sean M. Foerster
Rogers & Townsend & Thomas PC
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Columbia, South Carolina, 29210
(803) 771-7900

Attorneys for Respondent Deutsche Bank
National Trust Company, As Trustee of
Ameriquest Mortgage Securities, Inc.
Asset Backed Pass Through Certificates,
Series 2005-R4CGM under pooling
And Servicing Agreement dated May 1, 2005,
Without recourse



Vandora M. Huggins-Edwards
1218 Gunn Avenue
Charleston, South Carolina
(843) 801-7392

The Appellant-PRO SE

CERTIFICATE OF COUNSEL

I the Vandora M. Huggins-Edwards submit this document under Rule 211 (b),
SCACR that I'm in compliance of this rule.

A handwritten signature in black ink, appearing to read 'V M Huggins-Edwards', written in a cursive style.

Vandora M. Huggins-Edwards