PETITION FOR WRIT OF CERTIORARI

THE STATE OF SOUTH CAROLINA

IN THE SUPREME COURT

APPEAL FROM SPARTANBURG COUNTY

Court Of Common Pleas

The Honorable Judge Gordon Cooper

Master In Equity

Appellate Case No 2017-002200

Circuit Court Case No.2010-CP-42-0587

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

V.

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

of Whom Delbert R. Tangeman is the ..... Appellant

(1) Certificate of compliance, Rule 242 (d) I hereby certify that I did petition the Court of Appeals for rehearing and the petition was denied by **Order dated April 8, 2020.**

Delbert Tangeman 5-27-20

By DELBERT R. TANGEMAN

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S.C. SUPREME COURT

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of Whom Delbert R. Tangeman is the .... Appellant

PROOF OF SERVICE The Appellant certifies he mailed postage prepaid to:

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This 27 day of May, 2020

Delbert R. Tangeman

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Cases

Raby v. Orr,

358 S.C. 10, 594 S.E.2d 478 (2004) (Intrinsic fraud

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Bowman v. Bowman,

375 S.C. 146, 591 S.E.2d 654 (Ct. App. 2004)(Intrinsic fraud

Bankers Trust v. Braten,

317 S.C. 547, 455 S.E. 2d 199 (Ct. App. 1995)),

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"UNCLEAN HANDS." WELLS FARGO CURRENTLY VS. BANK OF AMERICA, U.S.

BANK, BB&T, Chase Bank, Credit Zendore,Regions Bank and Mortgage Bank.

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

Mr. G. v. Mrs. G,

320 S.C. 305, 465 S.E.2d 101 (Ct. App. 1995), fn. 2. (emphasis added).

Chewning v. Ford Motor Co.,

345 S.C. 28, 550 S.E.2d 584 (Ct. App. 2001)

Statutes **P. 4**

30-7-80 (last 3 lines)

Rule 60 b (3) Fraud,

82, 579 SC

Statement of The Case: Appellant appeared Sept. 25, 1917, for "open the case hearing." I timely filed a motion for "Reconsideration" Which Judge Cooper denied. I then timely filed to the Court of Appeals where it failed w/procedural problems. I am a Pro-se and was way behind the learning curve in catching up.I could have done better had Judge Lockemy permitted my motion to amend my "Initial Brief."

Questions Presented For Review to the Supreme Court

1. Did GMAC cause the default by returning payments (more than $6,000.00) to Appellant? If so, did that negate **"Standing?"**
2. When both the trial attorney, Mr. Kelchner, and, Master-in-equity,Judge Cooper, made miss-leading statements, does that constitute **"Fraud,"** whether intrinsic or extrinsic?
3. If neither the "Note or the Mortgage" had **Alonges** attached to them, or on a separate paper, (not probated), is that a violation of South Carolina code and "president?"
4. The "Writ" for eviction was processed before the ten days allowed for defendant to submit His "Motion for Reconsideration." And, the property was confiscated before **"Due Process."** Was that a violation of Our U.S. Constitution?

LEGAL REVIEW IN ORDER TO PROVE "STANDING

1. "INJURY:" The plaintiff must have suffered or imminently will suffer injury. The injury must not be abstract and must be within the zone of interests meant to be regulated or protected under the statutory or constitutional guarantee in question."

A. The injury was self-inflicted. GMAC sent back payments to Appellant amounting to more than $6,800.00. Therefore, Appellant just gave up and quit sending payments. (R. 43, Exhibit # 4)

B. "LOAN MODIFICATIONS" Were sent in...Those efforts went nowhere!

2. "CAUSATION:" The injury must be reasonably connected to the defendant's conduct."

After several years, the debt grew so large that it passed the real value of the property. Appellant sent to various Attorneys applications for "Loan Modification" which went nowhere. There is no "reasonability factor" that could possibly be the fault of the Appellant. He made every reasonable effort to send GMAC payments due them, but GMAC kept returning them. GMAC's injury was self-inflicted!

The fault was that **GMAC was a predatory Lender.** "' **A Wicked Default** is the third most common form of wrongful foreclosure we see is when a lender takes nefarious action to put a loan into default, resulting in a situation where the borrower is unable to cure the default. Maybe, the lender declined payments, such as was done by GMAC... Maybe, because of a catch clause in the contract, which escalated the interest rate way too Thereby forcing a default. There are generally three ways to attack these types of loans: to attack based on fraud, to attack based on usury, and to attack based on improper foreclosure proceeding...and the Appellent intends to pursue those and more. The fault is also in the law that President Bill Clinton passed, requiring lenders to approve mortgages to mortgagees even if they had little or no income. Hence, 2008!

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

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

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

4. "OTHER REQUIREMENTS: There are other requirements imposed by the Appeals Court and made law: A party may only assert his or her own rights and cannot raise the claims of a third party who is not before the court. If the court deems that Wells Fargo has not passed the "no Space test," or other failures, or, intrinsic fraud,or due process

clauses as legal holder of said **"NOTE"** then, does that mean that all other holders of the NOTE become third parties who are not before the court and lack standing?

FRAUD

PROPER vs. IMPROPER ENDORSED ALONGES

Properly endorsed allonges **MUST MEET THE "NO SPACE" TEST AS REQUIRED BY SOUTH CAROLINA LAW.** Both, the attorney for Wells Fargo and the judge are guilty of "misleading the court. Is that."Intrinsic fraud is defined as "fraud which misleads a court in determining issues and induces the court to find for the party perpetrating the fraud? **(SEE PAGE R. 16 LINES 11 AND 12 (Transcript) WHEREIN RESPONDENT STATED** "WE HAD THE ORIGINAL NOTE AT THE HEARING AND. A PROPERLY ENDORSED NOTE...." NEITHER STATEMENT WAS TRUE! WHY DID HE NOT SHOW ME THE NOTE? NEITHER WAS IT PROPERLY "ENDORSED." Even though Judge Cooper confirmed the endorsements were "proper" (see R. 18, Tanscript p.5, lines 4 & 5) THERE WAS TOTAL DISREGARD FOR THE "NO SPACE" RULE & LOOSE PAGES AS REQUIRED BY S.C. LAW. Regarding the issue of assignments of the "Note:" The court wrote (lines R-2-5 on page 5) said, Regarding the issue of assignments of the "Note:" The court wrote (lines R-2-5 on page 5) said, "There were proper assignments of these documents to the present Plaintiff.". BUT, WAS THE NOTE *A* **FAKE? There were no staple marks on the note. The S.C. law States that "the note must have the allonges attached to it by staples, tape or by some common means".** There was no evidence of any "commonmeans"on the Note.

There were no assignments of these documents to the present Plaintiff.". SO, WAS THE NOTE *a* **FAKE? There were no staple marks on the note. The S.C. law States that "the note must have the allonges attached to it by staples, tape or by some common means".** There was no evidence of any "common means" on the Note. See section 30-7-80 last 3 lines.

MISLEADING STATEMENTS BY RESPONDENT AND THE COURT

Both the attorney and the Court made misleading statements. This is a classic case of intrinsic fraud regarding perjured testimony or "presenting forged documents at trial. Allegations that a party failed to disclose documents also generally amount to intrinsic, rather than extrinsic, fraud." 2 Raby v. Orr, 358 S.C. 10, 594 S.E.2d 478 (2004) (Intrinsic fraud was misrepresentation about accounting practices), Bowman v. Bowman, 375 S.C. 146, 591 S.E.2d 654 (Ct. App. 2004)(Intrinsic fraud was failure to disclose information about retirement account), Chewning v. Ford Motor Co., 354 S.C. 72, 79 S.E.2d 605 (2003).

However, **Rule 60 b (3) Fraud,** was committed, with misleading statements by the opposing Attorney and the Judge. Please review (p.3) of the transcript evidence (R. p. 16, & Transcript lines 11-12) wherein the Attorney stated, "Plaintiff had proper standing. We had the original note at the hearing, A properly endorsed note." See (R. p. 23-26)

Respondents made no believable response to negate "Standing." Mr. Kelchner: (R, 23, & Transcript page 3, Lines 9 and 11) regarding **"Standing."** Plaintiff did not produce an **original note** to Defendant Tangeman (R. 23 line 11, & Transcript, p.3) plaintiff stated "We had the original note at the hearing". **PLAINTIFF PERJURED HIMSELF!)** Plaintiff produced only this multiple copies. (R. 15, Transcript p.2, lines 17-20) When one starts copying multiple times, one can arrange a fake note any way one wishes. (Nowhere in lines 4 thru 21 did the Plaintiff deny that statement.) The plaintiff did not produce the original note at the "Hearing" as he stated. The statement was untrue! Was that Perjury? fraud? or both? Was that an intent to deceive? Therefore, without the original note, **the plaintiff has no standing.**

FRAUD upon the court by an attorney, whether or not intrinsic or extrinsic, can be used to set aside a prior judgment), Chewning v. Ford Motor Co., 345 S.C. 28, 550 S.E.2d 584 (Ct. App. 2001)**(Fraud upon the court by an attorney, whether or not intrinsic or extrinsic, can be used to set aside a prior judgment** and the court declined to follow reasoning of Bankers Trust v. Braten, 317 S.C. 547, 455 S.E. 2d 199 (Ct. App. 1995)), Hagy v. Pruitt, 339 S.C. 425, 529 S.E.2d 714 (2000) ...

"Intrinsic fraud is defined as "fraud which misleads a court in at 82,579.SC determining issues and induces the court to find for the party perpetrating the fraud.

UNCLEAN HAND

"Buckley may provide the practitioner with a recent equitable argument issued by our Supreme Court which does not look favorably upon those who are undeserving and who try to use the court rules to obtain a benefit they do not deserve. "Wells Fargo has very "UNCLEAN HANDS." WELLS FARGO CURRENTLY VS. BANK OF AMERICA, U.S. BANK, BB&T, Chase Bank, Credit Zendore,Regions Bank and Mortgage Bank. That says nothing about two (2) class action lawsuits currently going forward with Wells fargo's illegal deceptions with their own depositors and their continued practice of forcing mortgagors to continue paying on mortgages after they are paid off.

Recently our **Supreme Court** relied upon the equitable principle of unclean hands. The Court cited First Union Nat'l Bank of S.C. v. Soden, which held that the doctrine of unclean hands will preclude a litigant from recovering in equity if that litigant acted unfairly.

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

ISSUE OF "DUE PROCESS" IN LAWS

The lower did not allow the Defendant the ten (10) days to file his "Motion to Reconsider." The Respondents deprived the Appellant of "Due Process" when they seized his property just a few days after the lower court's "ORDER" was issued/published. This "ORDER FOR WRIT OF ASSISTANCE FOR DEFENDANTS ONLY." This order was dated "the 17th day of November, 2017", even though the Respondents Attorney had been informed before the Court that the defendant was taking this to the Court of Appeals. (attached exhibit R- 8) The residence was rented to two (2) tenants who were evicted instead of the Defendants. The residence was stripped of appliances, some glass windows were broken, and most likely all the wiring and copper pipes torn out.

CONCLUSIONS

The Appellant has proven, with convincing and conclusive evidence, that both the lower Court Judge, and, Plaintiff misled the proceedings, and, thereby **prejudiced** the appellant with their false statements regarding: the **legality of the note, Standing and Alonges.**

Therefore. Appellant moves the Court to approve his **"PETITION FOR WRIT OF CERTIORARI."**

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