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THE STATE OF SOUTH CAROLINA  
In the Court of Appeals

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APPEAL FROM GREENVILLE COUNTY  
Court of Common Pleas

Perry H. Gravely, Circuit Court Judge  
Robin B. Stilwell, Circuit Court Judge

**RECEIVED**

**Aug 19 2020**

**SC Court of Appeals**

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Case No. 2019-001565

Wells Fargo Bank, N. A. Plaintiff – Respondent

v.

Michelle Hodges, Individually and as Personal Representative  
of the Estate of Ruth Ladson Witherspoon; Stanley Witherspoon;  
SC Housing Corp.; and Twin Creeks Homeowners Association,  
Inc. Defendants,

Of Whom Michelle Hodges, in her Individual capacity,  
is the Appellant.

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**APPELLANT'S AMENDED  
MOTION FOR LEAVE TO FILE A RULE 60 MOTION IN THE LOWER COURT TO  
SET ASIDE THE JUDGMENT DATED 8/7/2019**

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7 of 3

MicHelle Hodges, Appellant respectfully moves this Court under Rule 15(a) for leave to amend to allow the Appellant to amend the Motion for Leave to file a Rule 60 motion in the lower court, filed on 7/20/2020,

I am seeking to correct the title of the motion to show Motion to Set aside Order dated 8/7/2019, removing “Rule to Show Cause” and only reflect the issues concerning extrinsic fraud by the Plaintiff’s Attorney and to remove any mention of errors of law.

This amendment is not being interposed for delay, but to correct errors in the submission and does not prejudice the Plaintiff/Respondent, as the option to reply is available.

Under Rule 15(a) of the South Carolina Rules of Civil Procedure, states that “a party may amend his pleading...by leave of court or by written consent of the adverse party; and leave shall be freely given when justice so requires and does not prejudice any other party.” *Id.* Rule 15 SCRPC, which governs amendment of pleadings, strongly favors amendments and the court is encouraged to freely grant leave to amend. *Parker v. Spartanburg Sanitary Sewer Dist.*, 362 S.C. 276, 607 S.E.2d 711 (Ct. App. 2005). It is well established that a motion to amend a pleading is addressed to the sound discretion of the trial judge. *Duncan v. CRS Serrine Eng'rs*, 337 S.C. 537, 524 S.E.2d 115 (Ct. App. 1999); *See Berry v. McLeod*, 328 S.C. 435, 492 S.E.2d 794 (Ct. App. 1997) (Courts have wide latitude in amending pleadings). With regard to the language in Rule 15 that envisions prejudice to the adverse party, the prejudice the rule envisages is a “lack of notice that the new issue is going to be tried, and a lack of opportunity to refute it.” *City of North Myrtle Beach v. Lewis-Davis*, 360 S.C. 225, 232-33, 599 S.E.2d 462, 465 (Ct. App. 2004).

Respectfully submitted,

Michelle Hodges  
Michelle Hodges

Michelle Hodges, Pro Se Appellant  
6 Young Harris DR  
Simpsonville, SC 29681  
864-714-5263  
Certified mail to: PO Box 95  
Mauldin, SC 29662



The set of facts establishing an Agency relationship was filed with the court on 7/12/2019 in my reply to the Plaintiff's motion for summary judgment on page 15 and beginning with item R, I set forth an Agency relationship, as shown in the attached affidavit attached to the motion.

And the current precedent was not upheld, as the motion for summary judgment was granted and the matter was referred to the Master in equity, which was a violation of my substantive rights to a jury.

Wherefore, I have set for the facts for the stated judgment to be set aside in regards to the order being void under SC Rule 60(b) (4), the relief requested is for the order to be set aside regarding my cause of action for breach of fiduciary duty.

MOTION TO SET ASIDE ORDER FOR CONCEALING OF DOCUMENTS AND  
SUBORDINATION OF PERJURY

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

Wells Fargo Bank, NA

Plaintiff,

v.

Michelle Hodges, Individually: Michelle Hodges  
as Personal Representative of the Estate of Ruth  
Ladson Witherspoon: Stanley Witherspoon : SC  
Housing Corp.: Twin Creeks Homeowners  
Association, Inc.;

Defendants,

) IN THE COURT OF COMMON PLEAS

)

) CIVIL CASE #.

) 2017CP2308016

)

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**NOTICE OF MOTION TO SET ASIDE JUDGMENT DATED 8/7/2018  
SANCTIONS, SUBORDINATION OF PERJURY AND CONCEALING DOCUMENTS**

Pursuant to SC Rule 60b(3) I am asking this Honorable court to set aside judgment mentioned above, due to Subordination of Perjury and Concealing of documents under Chewnig, 354 S.C. 72, S.E. 2d 605(2003) as set forth below:

1. In the county of Greenville, South Carolina, if the owner occupies their home and have completed a Legal residence application, they have a right to pay their property taxes at a 4 percent assessment rate of the property value and taxes are paid at 6% if the property is non owner occupied.
2. The Plaintiff had at all times paid my property taxes, at a 4 percent rate and even after my Mother passed away in 2015.
3. However, as soon as Wells Fargo received the last payment from the SC Help program, which was for the 11/1/2016 payment, Wells Fargo, paid my property taxes at a 6 percent rate.
4. Upon my request, during discovery, I requested an un redacted copy of the fax that , was sent to Wells Fargo on 12/13/2016 the fax contained 24 pages and included a copy of my AAA Auto Club paystub dated 11/10/2016 and the Deed of Distribution.
5. Both documents confirm my name – Michelle Hodges and address at 6 Young Harris drive – Simpsonville, SC.
6. During Discovery Wells Fargo admitted to the next step document and it is attached here to show that Wells Fargo uses paystubs, bank statements or utility bills to confirm residency/occupancy.
7. With Wells Fargo, being my Agent, it had a duty to disclose to me all material

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information that would affect my legal rights. So, Wells Fargo had a duty to inform me that it had received a tax bill that affected my legal right to pay my property taxes at a 4% rate. And Wells Fargo committed actual fraud, when it failed to inform me of this information.

8. Instead of Wells Fargo correcting their behavior, Wells Fargo sent me an escrow statement, 5 months later, dated 4/5/2017 making a misrepresentation that I had an escrow shortage of \$3249.95 and shows a disbursement to the County of Greenville, in the amount of \$2983.32, in November of 2016.
9. In the months of April and May, I tried to reach Wells Fargo's Escrow department to no avail, the phone would ring with no answer. Once I had been able to leave a message, however, I never received a call back.
10. I checked the Greenville county records and saw on their website that there was a huge overpayment of my taxes. I went down to the county and spoke to Mr. Garrett and he asked if I occupied the property, I answered yes and he gave me an application titled "Legal Residency 4% Special Assessment Application".
11. The "Legal Residency 4% Special Assessment Application" is the document that the Plaintiff submitted to the court with its motion for summary judgment and is relying to claim that I did not become a resident until the application was completed and that the application somehow justifies Wells Fargo's payment of my property taxes at a 6% rate and the filing of the "Certification of Non Owner Occupancy with the Greenville County Court of Common Pleas on 1/2/2018.
12. Wells Fargo's attorney, Mr. Laney filed a certificate of compliance concerning the South Carolina Supreme Court Administrative Order 2011-05-02-01, in which is has

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knowingly and willingly made a false statement to the Court that he has complied with the above order

13. The application further confirms that I had reapply for the 4% assessment rate in order for the County of Greenville to correct their records and issued a refund

14. The Application further, confirms that Wells Fargo's attorney concealed documents from the court, The Legal Residency 4% Special Assessment Application shows under item10:

"Please Provide: a copy of your current South Carolina Driver's License/SC Identification Card AND South Carolina Motor Vehicle Registration(s) for all owner occupancy (and spouses) are required for eligibility for the 4% special assessment ratio.

\*\*\*\*\*Residence address and license address must match \*\*\*\*\*

15. Mr. Laney, Wells Fargo's attorney concealed my driver's license and car registration, from the court, breaching his duty of candor to the tribunal, which included advising the court that he had evidence that I occupy the property and that the "Certificate of Non Owner Occupancy, filed with the court on 1/2/2018, should not have been filed.

16. The County's determination that a refund was in order, was due to the fact that, I as the owner, proved residency before the bill came out, so the County's actions were retroactive, correcting the rate back to the 4% that I had been paying

17. Mr. Laney of Womble Bond and Dickson, attached a copy of the Legal Residency application as an exhibit "C" to his motion for summary judgment, which was filed in the Greenville County Court of Common Pleas on 7/18/2019 and has had plenty of time, to go to the court and correct his statement made on 2/4/2018 to my second set of interrogatories, where the Plaintiff claimed that the property became non owner

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occupied upon the death of my Mother

18. I gave Wells Fargo back an amount equal to a payment \$1057.00 on 6/17/2017, and I held the remainder of \$833.18, on 4/2/20 until I could find out why this problem was created by Wells Fargo and I learned that Wells Fargo initiated the scheme to change my status with the county to a non owner occupant of property in the county of Greenville, filed a certificate of non owner occupancy, falsely testified in an interrogatory that the property became non owner occupied upon the death of my mother and finally filed a certificate of compliance, claiming that "Plaintiff previously certified to the Court that Administrative Order 2011-05-02-01 did not apply because the original debtor under the note and mortgage at issue, Ruth Witherspoon, is deceased. However, the Order 2011-05-02-01 is clear and says every owner under the Note and Mortgage and both the Note and Mortgage state that these documents cover the successor in interest for both the borrower and lender.
19. To prevent me from saving my home and for the scheme to be successful they have to claim that I ratified their behavior. However, Wells Fargo's interest as my Agent was contrary to min.
20. Previously my Mom had received escrow refunds from Wells Fargo on 1/10/13 in the amount of \$468.94 and 1/17/14 in the amount of \$489.10 and I had not received a refund at all, so I wanted to find out, if I had a refund coming and the amount was close to the amounts my Mom had previously received.
21. When just opposite happened, I gave Wells Fargo their own money back and on 6/17/2017 \$1057.00 and remainder amount of \$833.00 on the dated of 04/2020.
22. After I got a clear understanding as to what happened with my escrow account.



23. According to the October 2016 mortgage statement, there simply was no shortage, just that Wells Fargo was setting a scheme in place to claim that my property was non owner occupied, to usurp the courts power to recommend foreclosure intervention,
24. Wells Fargo knew before disbursing the funds from the escrow account that they were no longer receiving funds on my Mother's behalf, from SC Help and that they could not accept the funds from the SC Help program if the property was not occupied by the owner.
25. Wells Fargo's conduct was intentional, as they paid the bill earlier than they had ever had and failed to make the correction, once they had the information on file that I occupied the property, they never attempted to correct their behavior.
26. I applied for a loan modification with Wells Fargo and the application is dated 12/1/2016 and per Wells Fargo's request, I sent verification that I occupy the property on 12/13/2016, along with the Deed of Distribution and this was in plenty of time for Wells Fargo's analysis of the escrow account and to correct the payment to the county of Greenville, since the bill was not due until 1/2017.
27. Per Wells Fargo next step notice, they show that they use paystubs, utility bills and bank statements to determine occupancy and as I stated, I sent Wells Fargo the documentation to verify owner occupancy and they did nothing to correct the payment of the property taxes at a 6% rate.
28. After I received the escrow statement, I applied for a loan modification, again and the application is dated 6/16/2017, it was denied on 9/8/2017. The Denial shows that Wells Fargo, mentioned only my income and no mention of the property not being occupied, nor did Wells Fargo mention that I was not the owner.



29. On 12/22/17 Wells Fargo filed an action for foreclosure and in the complaint Wells Fargo stated that the HAMP program had expired and this is not true, as for FHA loans that program has continued and is still available to date.
30. Wells Fargo also included a notice of Foreclosure Intervention, I called Rogers Townsend and Thomas to advise them that I wanted to participate in Foreclosure Intervention and per Diedra, you have to contact your lender, as I stated in my Answer.
31. When Mr. Laney Womble, Bond and Dickinson took over the case, I explained to Mr. Laney that I was interested in Foreclosure Intervention and advised of what happened with Diedra and he stated that he would check into the matter.
32. However, during the process Mr. Laney advised me that Foreclosure cases do not get referred to ADR, Mr. Laney stated that he could get this case referred to ADR, if I would consent and I said no. Then Mr. Laney advised me that Foreclosure Intervention was off the table.
33. When I researched the South Carolina Supreme Court's administrative order 2011-05-0201, I learned that it included FHA loans and that the property must be occupied by the owner; it then became apparent as to why Wells Fargo wanted it to appear outside of its processes that I did not occupy the property
34. In item 12 of the complaint Wells Fargo stated that I was due for the 5/1/2017 payment, I have denied that item in every answer that I have given. implying that I ratified their behavior, when I had done just the opposite
35. The South Carolina Supreme Court Administrative Order 2011-05-02-01 states that



every owner, whom occupies their home will be given a chance to have clear communication with the lender/servicer through servicer's attorney. And Wells Fargo's attorney, Mr. Laney has interpreted the order to me the original borrower, when the order is clear, every owner and make no mention of death or original owner. see attached

36. The US Consumer Financial Protection Bureau, also issued promulgated rules that are consistent with the South Carolina Supreme Court order, under the successor is in interest is now defined as the borrower, with the same rights as the borrower. During Discovery, in my second set of interrogatories I asked ....

When did Wells Fargo consider the property to be non-owner occupied?

Mr. Laney objected and then answered -----Wells Fargo states upon the death the borrower.

37. The testimony contained in this interrogatory is false, as I stated above Wells Fargo confirmed that I am the owner occupant of the subject property.

38. It is false from Wells Fargo's position, as Wells Fargo received on 12/13/2016 documentation confirming owner occupancy and issued a confirmation statement on 1/25/2017 of proof of owner occupancy.

39. It is false from Mr. Laney's position, as Mr. Laney/Wells Fargo is aware that I could not have received a refund from the Greenville County, if the County did not verify that the property was owner occupied and Mr. Laney, has reviewed all discovery documentation, showing that Wells Fargo received on 12/13/2016 and confirmed on 1/25/2017 verification of owner occupancy, as this documentation was shared with him during discovery.

40. Further, from Mr. Laney's position under the law, of succession, upon the death of a decedent, the property goes to the heris at law, when the decedent dies without a will,

9

which he knows, as an attorney.

41. Mr. Laney suborned perjury, as he obtained a verified response that was incomplete from Wells Fargo, which shows that the verification under oath was incomplete, as it is dated prior to the document that it is purported to verify
42. During discovery Mr. Laney stated that he was providing verified responses, when in fact all of his verified responses were incomplete as follows:
43. Mr. Laney and Mr. Davis Attorney's for Wells Fargo concealed/omitted the documents that were attached to the "Legal Residence (4%) special Assessment Application, which proved owner occupancy and proved it, prior to Wells Fargo's payment of my property taxes at a 6% rate. The application was presented at the deposition by Mr. Laney and included in his motion to summary judgment. Mr. Davis presented the application at the Bankruptcy court
44. Concealing or omitting documents by officers of the court is fraud upon the court. After the concealment of the documents Mr. Laney filed a "Certificate of Compliance with Administrative Order No. 2011-05-02-01" , on 7/16/2019 stating he has complied with the order and is still maintaining his position that the owner of 6 young Harris dr. is deceased. Order already attached and Federal Registry showing the successor in interest is now considered to be the borrower. This is regarding an FHA loan, regulated by HUD and the US Consumer Financial Protection Bureau.
45. Wells Fargo willfully provided incomplete verifications and willfully did not read the interrogatories before providing verifications as the verification is dated prior to the document that it is required to verify, under oath, which did not verify anything interrogatories, as the sworn document, willingly does not provide the date of the

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documents that it purports to verify.

46. This was suborned by Mr. Laney an officer of the court, as he stated that he was providing verification and it is well known that a document required to verify another document, is not verification if the document required to provide the verification is dated prior to the document that it purports to verify, is not verification at all.
47. The Plaintiff's actions prevented me from fully exhibiting my case, as once I discovered the Plaintiff's subordination of perjury, this interfered with my proceeding to determine which documents I would need to fully exhibit my case, in time to respond to the motion for summary judgment
48. Mr. Laney had reason to believe that the his client wanted to testify falsely, as when he took over the case, the complaint referred to the deed of distribution. The Deed of distribution shows my ownership interest and my address as the subject property.
49. And Wells Fargo's prior attorney, had filed a certificate of non- owner occupancy
50. The subordination of perjury was material to the Foreclosure, as the Plaintiff had to be in compliance with the South Carolina Supreme Court Administrative Order 2011-05-02-01, in order to proceed with Foreclosure and referral to the Master in equity.
51. See attached exhibits, which are hereby incorporated by reference in this document.

**Wherefore** I have set forth all of the facts, as to why the judgment dated 7/8/019 should be set aside. I respectfully request the sanction of dismissal of the Plaintiff's foreclosure action with prejudice, due to extrinsic fraud upon the court, by way of concealing documents and subordination of perjury under chewing and under the doctrine of unclean hands equity allows this judgment to be set aside.

A handwritten signature or mark, possibly the name 'D', enclosed in a hand-drawn circle.

Respectfully Submitted,

*Michelle Hodges* 7/24/2020

Michelle Hodges, Defendant

864-714-5263

6 Young Harris Dr

Simpsonville, SC 29681

(12)

## STATEMENT OF FACTS

### SUBSTANTIVE RELIEF ESTABLISHMENT OF AN AGENCY RELATIONSHIP

On 7/12/2019 I filed a sworn Memorandum with the Greenville County Court of Common Pleas and in paragraph R of page 15 I outlined an Agency relationship, yet summary Judgment was granted and a referral to the master took place, in violation of my substantive Right to a jury trial.

1. My Mother, Ruth Ladson Witherspoon, signed the attached Note and Mortgage
2. The Warranty Deed recorded with the Mortgage, created a joint tenancy with Ruth L. Witherspoon and heirs, in paragraph 3 of the Warranty Deed
3. An Agency relationship arose out of the Mortgage, whereby my Mother was required to include with her mortgage payments, sufficient funds for her taxes and insurance and my Mother ascending to NVR to disburse those funds, made her the Principal in the relationship.
4. NVR Financial was required to segregate the funds for taxes and insurance into a special account known as the borrower's escrow account and to disburse those funds appropriately to the proper entities, show on page 2 of the mortgage, item 2.
5. Before the first payment became due, Wells Fargo became the servicer and began handling the escrow account as the Agent, disbursing the insurances and tax payments accordingly.
6. When my Mother passed away on 7/5/2015, she had been receiving financial assistance from the SC Help program, which was a home retention program, which she was eligible for, based on her household having an eligible loss of income (she and I both

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had a loss of income, but SC Help stated my loss of income was acceptable for the program) and we occupied the property.

7. When I notified the SC Help program that my Mother had passed away, also I inquired about their programs, they requested a copy of the my Mother's Death certificate and copy of my Letter of Appointment, as the Personal representative of the my Mother's estate.
8. Then a few days later, a representative from SC Help, called and informed me, that they could continue the program, based on the fact that I occupy the property, and because I am a relative (they were referring to the fact that I had been an owner, as a joint tenant, with my Mother, as an Heir and the fact that, I occupy the property, per the Warranty Deed)
9. I upon the information that SC Help was going to continue the payments to Wells Fargo, on my behalf, Wells Fargo requested a copy of my Mother's Death Certificate, Personal Representative letter and the Deed of Distribution. I forwarded the documents and explained to Wells Fargo that I did not have the Deed of Distribution yet and would forward it upon receipt.
10. Because there was a legal transfer of property, by descent from my Mother to my Brother and I upon my Mother's passing, according to the Mortgage page 4 item 9(b)(i) continued on page 5 and the South Carolina laws of succession; once Wells Fargo began accepting payments on my behalf, the Agency relationship transferred to me as the owner occupant, with Wells Fargo, remaining in the Agent roll.
11. I further entered into a Fiduciary Relationship with Wells Fargo, when Wells Fargo began to share confidential information, with me about my Mother's loan and I reposed

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a special trust in Wells Fargo, by certifying to the SC Help program, my eligibility and did so periodically, so that the payments would continue to go to Wells Fargo on my behalf; so that later in equity and good conscience, Wells Fargo would act in my best interest.

**EQUITABLE RELIEF**  
**SUBORDINATION OF PERJURY AND CONCEALMENT OF DOCUMENTS**

12. I reiterate all of the above statements and incorporate them here.
13. In the county of Greenville, South Carolina, if the owner occupies their home and have completed a Legal residence application, they have a right to pay their property taxes at a 4 percent assessment rate of the property value and taxes are paid at 6% if the property is non owner occupied.
14. The Plaintiff had at all times paid my property taxes, at a 4 percent rate and even after my Mother passed away in 2015.
15. However, as soon as Wells Fargo received the last payment from the SC Help program, which was for the 11/1/2016 payment, Wells Fargo, paid my property taxes at a 6 percent rate.
16. Upon my request, during discovery, I requested an un redacted copy of the fax that , was sent to Wells Fargo on 12/13/2016 the fax contained 24 pages and included a copy of my AAA Auto Club paystub dated 11/10/2016 and the Deed of Distribution.
17. Both documents confirm my name – Michelle Hodges and address at 6 Young Harris drive – Simpsonville, SC.
18. During Discovery Wells Fargo admitted to the next step document and it is attached here to show that Wells Fargo uses paystubs, bank statements or utility bills to confirm

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residency/occupancy.

19. With Wells Fargo, being my Agent, it had a duty to disclose to me all material information that would affect my legal rights. So, Wells Fargo had a duty to inform me that it had received a tax bill that affected my legal right to pay my property taxes at a 4% rate. And Wells Fargo committed actual fraud, when it failed to inform me of this information.
20. Instead of Wells Fargo correcting their behavior, Wells Fargo sent me an escrow statement, 5 months later, dated 4/5/2017 making a misrepresentation that I had an escrow shortage of \$3249.95 and shows a disbursement to the County of Greenville, in the amount of \$2983.32, in November of 2016.
21. In the months of April and May, I tried to reach Wells Fargo's Escrow department to no avail, the phone would ring with no answer. Once I had been able to leave a message, however, I never received a call back.
22. I checked the Greenville county records and saw on their website that there was a huge overpayment of my taxes. I went down to the county and spoke to Mr. Garrett and he asked if I occupied the property, I answered yes and he gave me an application titled "Legal Residency 4% Special Assessment Application".
23. The "Legal Residency 4% Special Assessment Application" is the document that the Plaintiff submitted to the court with its motion for summary judgment and is relying to claim that I did not become a resident until the application was completed and that the application somehow justifies Wells Fargo's payment of my property taxes at a 6% rate and the filing of the "Certification of Non Owner Occupancy with the Greenville County Court of Common Pleas on 1/2/2018.



24. Wells Fargo's attorney, Mr. Laney filed a certificate of compliance concerning the South Carolina Supreme Court Administrative Order 2011-05-02-01, in which is has knowingly and willingly made a false statement to the Court that he has complied with the above order
25. The application further confirms that I had reapply for the 4% assessment rate in order for the County of Greenville to correct their records and issued a refund
26. The Application further, confirms that Wells Fargo's attorney concealed documents from the court, The Legal Residency 4% Special Assessment Application shows under item10:
- "Please Provide: a copy of your current South Carolina Driver's License/SC Identification Card AND South Carolina Motor Vehicle Registration(s) for all owner occupancy (and spouses) are required for eligibility for the 4% special assessment ratio.
- \*\*\*\*\*Residence address and license address must match \*\*\*\*\*
27. Mr. Laney, Wells Fargo's attorney concealed my driver's license and car registration, from the court, breaching his duty of candor to the tribunal, which included advising the court that he had evidence that I occupy the property and that the "Certificate of Non Owner Occupancy, filed with the court on 1/2/2018, should not have been filed.
28. The County's determination that a refund was in order, was due to the fact that, I as the owner, proved residency before the bill came out, so the County's actions were retroactive, correcting the rate back to the 4% that I had been paying
29. Mr. Laney of Womble Bond and Dickson, attached a copy of the Legal Residency application as an exhibit "C" to his motion for summary judgment, which was filed in the Greenville County Court of Common Pleas on 7/18/2019 and has had plenty of time, to go to the court and correct his statement made on 2/4/2018 to my second set of interrogatories, where the Plaintiff claimed that the property became non owner



occupied upon the death of my Mother

30. I gave Wells Fargo back an amount equal to a payment \$1057.00 on 6/17/2017, and I held the remainder of \$833.18, on 4/2/20 until I could find out why this problem was created by Wells Fargo and I learned that Wells Fargo initiated the scheme to change my status with the county to a non owner occupant of property in the county of Greenville, filed a certificate of non owner occupancy, falsely testified in an interrogatory that the property became non owner occupied upon the death of my mother and finally filed a certificate of compliance, claiming that "Plaintiff previously certified to the Court that Administrative Order 2011-05-02-01 did not apply because the original debtor under the note and mortgage at issue, Ruth Witherspoon, is deceased. However, the Order 2011-05-02-01 is clear and says every owner under the Note and Mortgage and both the Note and Mortgage state that these documents cover the successor in interest for both the borrower and lender.
31. To prevent me from saving my home and for the scheme to be successful they have to claim that I ratified their behavior. However, Wells Fargo's interest as my Agent was contrary to min.
32. Previously my Mom had received escrow refunds from Wells Fargo on 1/10/13 in the amount of \$468.94 and 1/17/14 in the amount of \$489.10 and I had not received a refund at all, so I wanted to find out, if I had a refund coming and the amount was close to the amounts my Mom had previously received.
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to

35. According to the October 2016 mortgage statement, there simply was no shortage, just that Wells Fargo was setting a scheme in place to claim that my property was non owner occupied, to usurp the courts power to recommend foreclosure intervention,
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41. On 12/22/17 Wells Fargo filed an action for foreclosure and in the complaint Wells Fargo stated that the HAMP program had expired and this is not true, as for FHA loans that program has continued and is still available to date.
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49. The testimony contained in this interrogatory is false, as I stated above Wells Fargo confirmed that I am the owner occupant of the subject property.

50. It is false from Wells Fargo's position, as Wells Fargo received on 12/13/2016 documentation confirming owner occupancy and issued a confirmation statement on 1/25/2017 of proof of owner occupancy.

51. It is false from Mr. Laney's position, as Mr. Laney/Wells Fargo is aware that I could not have received a refund from the Greenville County, if the County did not verify that the property was owner occupied and Mr. Laney, has reviewed all discovery documentation, showing that Wells Fargo received on 12/13/2016 and confirmed on 1/25/2017 verification of owner occupancy, as this documentation was shared with him during discovery.

52. Further, from Mr. Laney's position under the law, of succession, upon the death of a decedent, the property goes to the heris at law, when the decedent dies without a will,

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which he knows, as an attorney.

53. Mr. Laney suborned perjury, as he obtained a verified response that was incomplete from Wells Fargo, which shows that the verification under oath was incomplete, as it is dated prior to the document that it is purported to verify
54. During discovery Mr. Laney stated that he was providing verified responses, when in fact all of his verified responses were incomplete as follows:
55. Mr. Laney and Mr. Davis Attorney's for Wells Fargo concealed/omitted the documents that were attached to the "Legal Residence (4%) special Assessment Application, which proved owner occupancy and proved it, prior to Wells Fargo's payment of my property taxes at a 6% rate. The application was presented at the deposition by Mr. Laney and included in his motion to summary judgment. Mr. Davis presented the application at the Bankruptcy court
56. Concealing or omitting documents by officers of the court is fraud upon the court. After the concealment of the documents Mr. Laney filed a "Certificate of Compliance with Administrative Order No. 2011-05-02-01", on 7/16/2019 stating he has complied with the order and is still maintaining his position that the owner of 6 young Harris dr. is deceased. Order already attached and Federal Registry showing the successor in interest is now considered to be the borrower. This is regarding an FHA loan, regulated by HUD and the US Consumer Financial Protection Bureau.
57. Wells Fargo willfully provided incomplete verifications and willfully did not read the interrogatories before providing verifications as the verification is dated prior to the document that it is required to verify, under oath, which did not verify anything interrogatories, as the sworn document, willingly does not provide the date of the

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documents that it purports to verify.

58. This was suborned by Mr. Laney an officer of the court, as he stated that he was providing verification and it is well known that a document required to verify another document, is not verification if the document required to provide the verification is dated prior to the document that it purports to verify, is not verification at all.
59. The Plaintiff's actions prevented me from fully exhibiting my case, as once I discovered the Plaintiff's subordination of perjury, this interfered with my proceeding to determine which documents I would need to fully exhibit my case, in time to respond to the motion for summary judgment
60. Mr. Laney had reason to believe that the his client wanted to testify falsely, as when he took over the case, the complaint referred to the deed of distribution. The Deed of distribution shows my ownership interest and my address as the subject property.
61. And Wells Fargo's prior attorney, had filed a certificate of non- owner occupancy
62. The subordination of perjury was material to the Foreclosure, as the Plaintiff had to be in compliance with the South Carolina Supreme Court Administrative Order 2011-05-02-01, in order to proceed with Foreclosure and referral to the Master in equity.

SEE NEXT PAGE



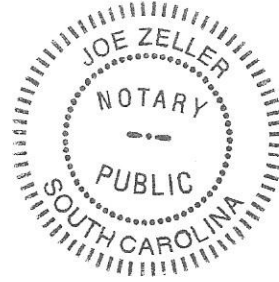
Handwritten signature and circled numbers 23

I hereby certify that the above facts and true and correct under the penalty of perjury.

Sworn/affirmed before me this

~~24~~ day of ~~September~~, 2020  
July 24

(Notary Public/Clerk of Courts) My Commission Expires  
my commission expires: September 13, 2026



Respectfully Submitted,

*Michelle Hodges 7/24/2020*

Michelle Hodges, Defendant  
864-714-5263  
6 Young Harris Dr  
Simpsonville, SC 29681

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EXHIBITS incorporated in Motion to set aside order date 8/7/2019

- A. Promissory Note
- B. Mortgage
- C. Warranty Deed
- D. SC Help Promissory Note
- E. SC Help Mortgage
- F. My Mother's Death Certificate
- G. Letter of Appointment, as Personal Representative of the Estate of Ruth Ladson Witherspoon
- H. Deed of Distribution
- I. Letter from Wells Fargo, dated – Showing Wells Fargo was aware that it was receiving payments on my behalf.
- J. County tax receipts 2013, 2014 and 2015
- K. Escrow statement dated 45/2017
- L. AAA Auto Club paystub
- M. Deed of Distribution from discovery
- N. Wells Fargo next steps document, showing Wells Fargo uses, paystubs, utility bill and bank statements to prove residency/occupancy..
- O. 2016 Tax Bill, showing 6% Escrow statements showing taxes always paid at 4% and when paid
- P. 10/2016 Mortgage statement
- Q. Legal residency application
- R. Certificate of Non-Owner Occupancy
- S. SC Supreme Court Administrative Order dated 10/13/2016
- T. Certificate of Compliance
- U. SC Supreme Court Administrative Order 2011-05-02-01 dated
- V. Driver's License
- W. Car registration
- X. Copy of receipt showing acceptance of the correct amount of taxes
- Y. June 2016 Wells Fargo bank statement
- Z. 1/10/2013
- AA. 17/14 Escrow Refund
- BB. Denial Letter date 9/8/2017
- CC. Wells Fargo's complaint page filed on 12/22/2017
- DD. Copy of Admission admitting to Next steps
- EE.

aystubs faxed to Wells Fargo on 12/13/2016



The paystubs reflects my name and address

- FF. Deed of Distribution
- GG. Wells Fargo's Next Steps document
- HH. Copy of 2016 Tax Bill
- II. Legal Residency 4% Special Assessment Application
- JJ. Tax receipts 2013, 2014 and 2015 and escrow statements confirming receipts
- KK. My Driver's License and Vehicle Registration used to prove owner occupancy with the County of Greenville.
- LL. Certificate of non owner occupancy dated 2/2/2018 and filed with the GCCCP On 2/4/2018.
- MM. Warranty Deed
- NN. South Carolina Supreme Court Administrative Order 2011-05-02-01
- OO. Copy of Plaintiff's response to 2<sup>nd</sup> set of interrogatories and verified response to second set of interrogatories.

*Michelle Hodges* 

Michelle Hodges defendant 864-714-5263  
6 Young Harris Dr  
Simpsonville, SC 29681

7/24/2020



Greenville County Court of Common Pleas  
Attn: Clerk of Court, Peter B. Wickensimer  
305 E. North ST  
Greenville, SC 29601

ATTACHED  
**ORDER TO SHOW CAUSE**  
**NOTICE AND MOTION FOR ORDER TO SHOW CAUSE TO VACATE**  
**SUMMARY JUDGMENT GRANTED ON 7/24/2019 MORE COMPLETE**  
**ORDER 8/7/2019**  
**PROPOSED ORDER**  
**AFFIDAVIT IN SUPPORT F MOTION TO VACATE**  
**CERTIFICATE OF SERVICE**

\*\*\*\*\*

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF GREENVILLE	)	CIVIL CASE #.
	)	2017CP2308016
Wells Fargo Bank, NA	)	
	)	
Plaintiff,	)	
	)	
v.	)	
	)	
Michelle Hodges, Individually: Michelle Hodges	)	
as Personal Representative of the Estate of Ruth	)	
Ladson Witherspoon: Stanley Witherspoon : SC	)	
Housing Corp.: Twin Creeks Homeowners	)	
Association, Inc.;	)	
	)	
Defendants,	)	

**NOTICE OF MOTION FOR ORDER TO SHOW CAUSE AS TO WHY**  
**ORDER DATED 8/7/2019 SHOULD NOT BE SET ASIDE**

**IT IS ORDERED:**



Wells Fargo shall appear personally before the court and show cause if any why the order dated 8/7/2019 should not be vacated, as requested in the attached Motion for Order to Show cause regarding vacating said order.

A hearing shall occur on:

Date: \_\_\_\_\_ Time: \_\_\_\_\_  
Place \_\_\_\_\_ room \_\_\_\_\_

FAILURE TO APPEAR IN PERSON AND DEFEND MAY RESULT IN AN ORDER BEING ENTERED BY THE COURT WHICH GRANTS THE RELIEF REQUESTED IN THE ACCOMPANYING MOTION WITHOUT NOTICE TO YOU.

DATED:

\_\_\_\_\_  
JUDGE

28 ~~\_\_\_\_\_~~

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF GREENVILLE	)	CIVIL CASE #.
	)	2017CP2308016
Wells Fargo Bank, NA	)	
	)	
Plaintiff,	)	
	)	
v.	)	
	)	
Michelle Hodges, Individually: Michelle Hodges	)	
as Personal Representative of the Estate of Ruth	)	
Ladson Witherspoon: Stanley Witherspoon : SC	)	
Housing Corp.: Twin Creeks Homeowners	)	
Association, Inc.;	)	
	)	
Defendants,	)	

20 JUL 24 PM 5:09  
 Paul Wickersham - CDP CIVIL SC

**CERTIFICATE OF SERVICE OF THE FOLLOWING DOCUMENTS**

**ORDER TO SHOW CAUSE  
 NOTICE AND MOTION FOR ORDER TO SHOW CAUSE TO VACATE  
 SUMMARY JUDGMENT GRANTED ON 7/24/2019 MORE COMPLETE  
 ORDER 8/7/2019  
 PROPOSED ORDER  
 AFFIDAVIT IN SUPPORT F MOTION TO VACATE**

I hereby certify that a copy of the above mention documents were sent via first-class mail, with proper postage and served on the following parties:

S. Sterling Laney, III, Esquire  
 Womble Bond Dickinson  
 For Wells Fargo Bank, N.A.  
 550 South Main ST  
 Suite 400  
 Greenville, SC 29601

Bryant S. Caldwell, Associate  
 For Wells Fargo Bank, N. A.  
 1221 Main ST  
 Suite 1600  
 Columbia, SC 29201



29

Respectfully submitted,

*Michelle Hodges* 7/24/2020

Michelle Hodges defendant 864-714-5263  
6 Young Harris Dr  
Simpsonville, SC 29681

25

~~Michelle Hodges~~

MICHELLE HODGES  
PO BOX 95  
MAULDIN, SC 29662  
864-714-5263

8/18/2020

August 8, 2020

Jenny Abbott Kitchings,  
Clerk of Court, of South  
Carolina Court of Appeals  
1220 Senate ST  
Columbia, SC 29201

**RECEIVED**

**Aug 19 2020**

**SC Court of Appeals**

RE: Wells Fargo Bank, N.A. v. Michelle Hodges  
Appellate - Case No. 2019-001565

Dear Ms. Kitchings:

Attached is my amended Motion for Leave to file a rule 60b motion.

Sincerely,

 /s/ Michelle Hodges

Michelle Hodges, Appellant  
6 Young Harris Dr,  
Simpsonville, SC 29681  
For certified - mail PO Box  
PO Box 95  
Mauldin, SC 29662  
864-714-5263

MICHELLE HODGES  
PO BOX 95  
MAULDIN, SC 29662  
864-714-5263

*8/18/2020*  
August 8, 2020

Jenny Abbott Kitchings,  
Clerk of Court, of South  
Carolina Court of Appeals  
1220 Senate ST  
Columbia, SC 29201

RE: Wells Fargo Bank, N.A. v. Michelle Hodges  
Appellate - Case No. 2019-001565

Dear Ms. Kitchings:

Attached is the Notice and Motion filed under Rule 60b.

Sincerely,

*Michelle Hodges*  
/s/

Michelle Hodges, Appellant  
6 Young Harris Dr,  
Simpsonville, SC 29681  
For certified - mail PO Box  
PO Box 95  
Mauldin, SC 29662  
864-714-5263

**RECEIVED**

**Aug 20 2020**

**SC Court of Appeals**