

STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND)
)
 NATIONSTAR MORTGAGE, LLC)
 d/b/a MR. COOPER,)
)
 RESPONDENT,)
)
 vs.)
)
 BARBARA A. GIBBS, MELVIN E.)
 GIBBS, and WESTBROOK PHASE IV)
 HOMEOWNERS' ASSOCIATION,)
)
 APPELLANTS.)

IN THE COURT OF APPEALS
 OF SOUTH CAROLINA

RECEIVED
 OCT 26 2020
 SC Court of Appeals

CASE No: 2019-000489

**APPELLANTS' MOTION TO
 TAKE NOTICE - ALTERNATIVELY
 FOR REMOVAL**

NOW COMES, the above named Appellants and move this Honorable Court to Take Notice the lower court and this Court *does not have jurisdiction*; and in the Alternative to Remove this case to the South Carolina Supreme Court. The reasons for this motion are set forth below:

1. Recently, Gibbs searched Freddie Mac's web-site with the result as follows:

YES. OUR RECORDS SHOW THAT FREDDIE MAC OWNS YOUR MORTGAGE

Property Address: 4257 MONTEREY DRIVE, FLORENCE, SC 29501

Loan Servicer: NATIONSTAR MORTGAGE LLC DBA MR. COOPER:

Some states permit SERVICERS to sue on behalf of mortgagees. However, such an issue is not present here because Nationstar – in their foreclosure and Proof of Claim (POC) filed in the Bankruptcy Court in Georgia [Assignment of Mortgage]) certified to the Courts they were the owner of Gibbs' mortgage. If, and no legal argument is needed here, Nationstar wanted to file on behalf of Freddie Mac, Nationstar would have been required to meet minimum standards of PLEADING.

a. **BANK OF AMERICA AND NATIONSTAR MAY HAVE COMMITTED THE**

LARGEST MORTGAGE FRAUD IN HISTORY! *Nationstar used the Courts to destroy Appellants to protect [t]his criminal enterprise and Bank of America's participation therein.*

2. *Freddie Mac's records show Bank of America and Nationstar are not the owners of Gibbs' mortgage.* In addition to the fraud Bank of America and Nationstar perpetrated on Appellants, the lower court and this Court – Bank of America and Nationstar have also defrauded Freddie Mac.¹

I. HOW A \$200 BILLION CRIMINAL ENTERPRISE OPETATES

3. In order for Bank of America and Nationstar to defraud Appellants and 2 million mortgagors similarly situated of \$200 billion – it was necessary to involve “someone” employed at Freddie Mac, to wit:

a. Bank of America [Hereinafter BOA] “let” the original mortgage loans. BOA then combined and conspired with Nationstar. Nationstar agreed to destroy loan applications submitted to BOA that qualified for MODIFICATIONS under the Affordable Mortgage Loan Program (HAMP).

b. BOA prepared false documentations purporting to transfer ownership of said mortgages to Nationstar; while at the same time paying an individual(s) employed by Freddie Mac to accept PURCHASE of the same mortgages without being depreciated by modification requirements required by HAMP.

¹ Nationstar did not notify Gibbs their mortgage was sold to Freddie Mac as required by law. The only notification provided to Debtor was that Nationstar would be collecting monthly mortgage payments for Bank of America. It appears Bank of America sold Debtor's mortgage note to Freddie Mac without informing Freddie Mac of Bank of America's requirement (OUTSTANDING DEBT) to MODIFY Debtor's mortgage. Because Nationstar did not file their foreclosure and POC on behalf of Freddie Mac, Freddie Mac's cause of action would be against Nationstar and Bank of America....

II. SUBORNATION OF PERJURY

4. Bank of America established an \$800 million fund that was used to bribe judges and public figures to conceal their criminal enterprise. Gibbs, by pleadings, affidavits and evidence proved Nationstar was engaged in Subornation of Perjury.

5. Nationstar's foreclosure alleged Gibbs defaulted on their mortgage August 1, 2013. Yet, Nationstar's BUSINESS RECORDS evidence Gibbs' mortgage payments for July, August and September 2013.

6. In order for this litigation to proceed for seven (7) years – Nationstar would have bribed judges and/or gross incompetence was a factor....

III. SUBSTITUTION OF COUNSEL WITHOUT LEAVE OF COURT

7. Never in the history of litigation has Gibbs gone to bed "one" day with an attorney of record:

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

and awaken the next day with a different attorney of record:

Brian A. Calub, Esq.
McGuire Woods LLP
201 North Tryon Street, Suite 3000
Charlotte, NC 28202
bcalub@mcguirewoods.com,

with no NOTICE to the Court and Gibbs! Nationstar made the lower court a party to their criminal enterprise. NOW, Nationstar attempts to make this Court a party as well!

IV. WILLFUL VIOLATION OF RICO

8. THE INTEGRITY OF THE COURTS MUST BE BEYOND REPROACH AND RESPONDENT'S CRIMINAL CONDUCT MUST NOT EXTEND INTO THIS COURT! In order to protect their criminal enterprise's theft of \$200 billion: Nationstar has engaged in criminal acts in violation of the *Racketeering Influence Corrupt Organization Act (RICO)*, to wit:

a. Nationstar's Proof of Claim (POC) in the Bankruptcy Court of Georgia was entered on the Docket. **Exhibit-A, pp. 8-9.** The POC entry is – NOW – missing from the docket.

b. Gibbs copied from the Docket, Nationstar's POC – business records that proved Nationstar knew Gibbs paid each and every mortgage payment: December 2011 and July and August 2013: sustaining Nationstar's Subornation of Perjury, **Exhibit-B, pp. 11-12.** **The FILING STAMP proves Nationstar's POC was filed 06/05/2019....**

c. On July 26, 2013 Gibbs notified Nationstar of Bank of America's fraud: provided Nationstar with a copy of Gibbs' cancelled checks and warned Nationstar not to participate in Bank of America's criminal enterprise, **Exhibit-C, pp. 14-15.**

d. Nationstar failed and neglected to withdraw from their Subornation of Perjury in the lower court and this Court in spite of Gibbs, for seven (7) years, requesting Nationstar do so; and Nationstar continues to use an Assignment of Mortgage – Nationstar clearly knows is fraudulent, **Exhibit-D, p. 17.**

(1) Gibbs researched Freddie Max and discovered Freddie Max owns the mortgage note and Nationstar is the Servicer.

e. Nationstar filed their POC based on the mortgage contract rather than the South Carolina foreclosure judgment, Exhibit-E, pp. 19-21: divesting the South Carolina court of jurisdiction: *A party may not litigate the same case in state court and federal court!*

f. With full and complete knowledge Gibbs never missed a mortgage payment: Nationstar deliberately engaged in Subornation of Perjury. Nationstar, pursuant to the mortgage contract between Bank of America and Appellants, knew Appellants did not breach any provisions of said contract, Exhibit-F, pp. 23-26.

V. ARGUMENT

9. This Court has a DUTY to end Nationstar's criminal conspiracy: EXTRACATE the lower court from having engaged in conduct that violated RICO and made the lower court subject to 18 USC § 1964 and 42 USC §§ 1983, 1985 and 1986. AND, ENSURE this Court is not "tainted" by Nationstar's Subornation of Perjury and CRIMINAL CONSPIRACY.

10. When this Court punished Appellants by dismissing Appellants' appeal for failing to sign a \$25 check but fails to extricate the courts from Nationstar's \$200 billion criminal conspiracy, JUSTICE DIES A SLOW DEATH.²

11. This Court has obligations to IMMEDIATELY end Nationstar's criminal conspiracies that have engulfed the courts: ORDER Nationstar and tier attorneys ANSWER for their criminal acts or REMOVE this case to the SC SUPREME COURT!

² Five (5) years ago this Court dismissed Appellants' Appeal because Appellants failed to sign their \$25 check, CASE NO: 2015-001873.

VI. CONCLUSION

For the foregoing reasons appellants' motion must be GRANTED; and Respondent and must be made to ANSWER for their crimes in this Court.

WHEREFORE, Appellants pray this Court REVERSE the lower court and dismiss Respondent's case WITH PREJUDICE, sanction Respondent and their attorneys, and grant such other and further relief, at law and equity, general or special, to which Appellants have shown themselves justly entitled.

Respectfully Submitted,



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

October 23, 2020
Buford, GA

EXHIBIT - A

		Schedule E/F , Amended Summary of Assets and Liabilities with Statistical Information for Individual Debtor filed by Michael R. Rethinger on behalf of Barbara Albyline Gibbs. (Rethinger, Michael) (Case Name and Number Does Not Match; Incorrect Attachment) Modified on 4/5/2019 (crfl).
04/04/2019	<u>15</u> (2 pgs)	List of Creditors and Verification filed by Michael R. Rethinger on behalf of Barbara Albyline Gibbs. (related document(s) <u>8</u>) (Rethinger, Michael) Modified on 4/5/2019 (crfl).
04/04/2019	<u>16</u> (46 pgs)	Amended Schedule A/B, Amended Chapter 13 Statement of Current Monthly Income/Calculation of Disposable Income Document(s) , Schedule C , Schedule G , Schedule H , Schedule I , Schedule J , Attorney Disclosure Statement, Summary of Assets and Liabilities, filed by Michael R. Rethinger on behalf of Barbara Albyline Gibbs. (Rethinger, Michael) Modified on 4/5/2019 (crfl).
04/04/2019	<u>17</u> (2 pgs)	Certificate of Service of Initial Chapter 13 Plan, filed by Michael R. Rethinger on behalf of Barbara Albyline Gibbs. (related document(s) <u>13</u>) (Rethinger, Michael)
04/05/2019	<u>18</u>	Receipt of Amendment to Schedules D,E,F and/or E/F (FEE) (19-54809-wth) [misc,729] (31.00) filing fee. Receipt Number 50747852. Fee Amount 31.00 (re: Doc# <u>14</u>) (U.S. Treasury)
04/05/2019	<u>19</u> (1 pg)	Notice of Appearance <i>and Request for Notice and Service of Papers</i> Filed by Elizabeth Childers on behalf of NATIONSTAR MORTGAGE LLC D/B/A MR. COOPER. (Childers, Elizabeth)
04/05/2019		Document is incorrect or deficient in the following manner: Case name or number does not match. (related document(s) <u>14</u>) (crfl)
04/29/2019		Section 341(a) meeting held and concluded (law) (Entered: 05/03/2019)
05/06/2019	<u>20</u> (3 pgs)	Objection to Confirmation of Plan <i>and Motion to Dismiss Case</i> Filed by Nancy J. Whaley on behalf of Nancy J. Whaley. (Whaley, Nancy)
05/06/2019	<u>21</u> (3 pgs)	Objection to Confirmation of Plan with Certificate of Service filed by Elizabeth Childers on behalf of NATIONSTAR MORTGAGE LLC D/B/A MR. COOPER. (related document(s) <u>13</u>) (Childers, Elizabeth) Modified on 5/7/2019 (law).
05/07/2019	<u>22</u> (1 pg)	Debtor(s) Questionnaire Filed by Nancy J. Whaley on behalf of Nancy J. Whaley. (Whaley, Nancy)

10/12/2020

Georgia Northern Bankruptcy CM/ECF LIVE

06/04/2019		COURT NOTES: Confirmation Hearing Rescheduled. Confirmation Hearing to be held on 6/19/2019 at 01:45 PM in Courtroom 1403, Atlanta. (nmw) (Entered: 06/05/2019)
06/14/2019	<u>23</u> (1 pg)	Notice to Debtor(s) Regarding Financial Management Certificate Due (ADIClerk).
06/16/2019	<u>24</u> (2 pgs)	Certificate of Mailing by BNC of Notice to Debtor Re: Financial Mgmt. Cert. Notice Date 06/16/2019. (Admin.) (Entered: 06/17/2019)
06/18/2019	<u>25</u> (4 pgs)	Objection to Claim (Motion to Disallow Claim) of Creditor Nationstar Mortgage LLC d/b/a Mr. Cooper, Filed in the amount of \$483,059.33, Claim No. 3-1, with Certificate of Service. Responses due in 30 days, plus an additional three days, if served by mail or otherwise allowed under FRBP 9006(f). Hearing to be held on 7/24/2019 at 09:30 AM in Courtroom 1403, Atlanta, filed by Michael R. Rethinger on behalf of Barbara Albyline Gibbs. (Rethinger, Michael) INCORRECT INFORMATION ON NOTICE - NOTIFIED ATTY Modified on 6/19/2019 (nmw).
06/19/2019	<u>26</u> (4 pgs)	Amended Notice of Hearing <i>to correct address</i> Filed by Michael R. Rethinger on behalf of Barbara Albyline Gibbs. Hearing to be held on 7/24/2019 at 09:30 AM in Courtroom 1403, Atlanta, (related document(s) <u>25</u>)(Rethinger, Michael)
06/19/2019		COURT NOTES: Confirmation Hearing Rescheduled. Confirmation Hearing to be held on 7/24/2019 at 09:30 AM in Courtroom 1403, Atlanta. (nmw) (Entered: 06/20/2019)
06/27/2019	<u>27</u> (4 pgs)	Response to Debtor's Objection to Claim <i>and Certificate of Service</i> filed by Taylor S. Mansell on behalf of NATIONSTAR MORTGAGE LLC D/B/A MR. COOPER. (related document(s) <u>25</u>)(Mansell, Taylor) Modified on 6/28/2019 (mks).
07/05/2019	<u>28</u> (3 pgs)	Motion For Leave To File Claim and/or Counterclaim As Part of Interest filed by M. Eugene Gibbs . (jlc-Intake) (Entered: 07/08/2019)
07/05/2019	<u>29</u> (4 pgs)	Complaint/Counterclaim filed by M. Eugene Gibbs . (related document(s) <u>28</u>) (jlc-Intake) (Entered: 07/09/2019)
07/11/2019	<u>30</u> (1 pg)	Notice of Hearing on Motion For Leave To File Claim and/or Counterclaim As Part of Interest filed by M. Eugene Gibbs (Doc #28); and Complaint/Counterclaim filed by M. Eugene Gibbs (Doc #29). Service by BNC. Hearing to be held on 7/24/2019 at 09:30 AM in Courtroom 1403, Atlanta, (related document(s) <u>28</u> , <u>29</u>) (cre)
07/13/2019	<u>31</u>	Certificate of Mailing by BNC of Notice of Hearing Notice

https://ecf.ganb.uscourts.gov/cgi-bin/DktRpt.pl?110449164136625-L_1_0-1

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EXHIBIT - B

Part 5: Loan Payment History from First Date of Default

A. Date	B. Contractual payment amount	C. Funds received	D. Amount incurred	E. Account Activity Description	How Funds Were Applied (Amount Incurred)					Balance After Amount Received or Incurred							
					F. Contractual due date	G. Prin, Int & tax paid due balance	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	
12/1/2011	\$ 2,250.02			Monthly Mortgage Payment Due	12/1/2011	\$ 2,250.02							\$ 302,018.15		\$ 1,011.00		
12/1/2011				COUNTY TAX Disbursed	12/1/2011	\$ 2,250.02	\$ -	\$ -	\$ (1,092.00)	\$ -	\$ -	\$ -	\$ 302,018.15	\$ -	\$ (81.00)	\$ -	\$ -
12/31/2011				MISC ADJ	12/1/2011	\$ 2,250.02	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 302,018.15	\$ -	\$ (81.00)	\$ -	\$ 1,058.82
1/1/2012	\$ 2,250.02			MISC ADJ	12/1/2011	\$ 2,250.02	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 302,018.15	\$ -	\$ (81.00)	\$ -	\$ 1,058.82
1/1/2012				Monthly Mortgage Payment Due	1/1/2012	\$ 2,250.02	\$ 445.83	\$ 1,810.84	\$ 202.55	\$ -	\$ -	\$ (0.00)	\$ 301,573.52	\$ -	\$ 121.55	\$ -	\$ -
2/1/2012	\$ 2,250.02			REGULAR PAYMENT	1/1/2012	\$ 2,250.02	\$ 445.83	\$ 1,810.84	\$ 202.55	\$ -	\$ -	\$ (0.00)	\$ 301,573.52	\$ -	\$ 121.55	\$ -	\$ (0.00)
2/1/2012				Monthly Mortgage Payment Due	2/1/2012	\$ 2,250.02	\$ 454.10	\$ 1,802.11	\$ 202.55	\$ -	\$ (0.00)	\$ -	\$ 301,119.36	\$ -	\$ 324.10	\$ -	\$ (0.00)
3/1/2012	\$ 2,250.02			REGULAR PAYMENT	2/1/2012	\$ 2,250.02	\$ 454.10	\$ 1,802.11	\$ 202.55	\$ -	\$ (0.00)	\$ -	\$ 301,119.36	\$ -	\$ 324.10	\$ -	\$ (0.00)
3/1/2012				Monthly Mortgage Payment Due	3/1/2012	\$ 2,250.02	\$ 456.57	\$ 1,790.70	\$ 202.55	\$ -	\$ 0.00	\$ 0.00	\$ 300,662.70	\$ -	\$ 678.65	\$ -	\$ (0.00)
4/1/2012	\$ 2,250.02			REGULAR PAYMENT	3/1/2012	\$ 2,250.02	\$ 456.57	\$ 1,790.70	\$ 202.55	\$ -	\$ -	\$ -	\$ 300,662.70	\$ -	\$ 678.65	\$ -	\$ (0.00)
4/1/2012				Monthly Mortgage Payment Due	4/1/2012	\$ 2,250.02	\$ 458.00	\$ 1,777.27	\$ 202.55	\$ -	\$ 0.00	\$ 0.00	\$ 300,203.79	\$ -	\$ 779.20	\$ -	\$ (0.00)
5/1/2012	\$ 2,250.02			REGULAR PAYMENT	4/1/2012	\$ 2,250.02	\$ 458.00	\$ 1,777.27	\$ 202.55	\$ -	\$ -	\$ -	\$ 300,203.79	\$ -	\$ 779.20	\$ -	\$ (0.00)
5/1/2012				Monthly Mortgage Payment Due	5/1/2012	\$ 2,250.02	\$ 461.44	\$ 1,764.83	\$ 202.55	\$ -	\$ 0.00	\$ 0.00	\$ 299,742.35	\$ -	\$ 1,011.75	\$ -	\$ (0.00)
6/1/2012	\$ 2,197.32			OVERLAGE REFUND	5/1/2012	\$ 2,250.02	\$ -	\$ -	\$ -	\$ -	\$ (148.00)	\$ -	\$ 299,742.35	\$ -	\$ 783.67	\$ -	\$ (0.00)
6/1/2012				Monthly Mortgage Payment Due	6/1/2012	\$ 2,197.32	\$ 446.14	\$ 1,751.84	\$ 202.55	\$ -	\$ -	\$ -	\$ 299,742.35	\$ -	\$ 783.67	\$ -	\$ (0.00)
6/1/2012				REGULAR PAYMENT	6/1/2012	\$ 2,197.32	\$ 446.14	\$ 1,751.84	\$ 202.55	\$ -	\$ -	\$ -	\$ 299,742.35	\$ -	\$ 783.67	\$ -	\$ (0.00)
7/1/2012	\$ 2,197.32			REGULAR PAYMENT	6/1/2012	\$ 2,197.32	\$ 446.14	\$ 1,751.84	\$ 202.55	\$ -	\$ 0.00	\$ 0.00	\$ 299,742.35	\$ -	\$ 783.67	\$ -	\$ (0.00)
7/1/2012				Monthly Mortgage Payment Due	7/1/2012	\$ 2,197.32	\$ 459.65	\$ 1,739.92	\$ 202.55	\$ -	\$ -	\$ -	\$ 299,278.46	\$ -	\$ 980.22	\$ -	\$ (0.00)
8/1/2012	\$ 2,197.32			REGULAR PAYMENT	7/1/2012	\$ 2,197.32	\$ 459.65	\$ 1,739.92	\$ 202.55	\$ -	\$ 0.00	\$ 0.00	\$ 299,278.46	\$ -	\$ 980.22	\$ -	\$ (0.00)
8/1/2012				Monthly Mortgage Payment Due	8/1/2012	\$ 2,197.32	\$ 466.05	\$ 1,729.92	\$ 202.55	\$ 61.50	\$ -	\$ 0.00	\$ 298,812.11	\$ -	\$ 1,237.27	\$ -	\$ (0.00)
9/1/2012	\$ 2,197.32			REGULAR PAYMENT	8/1/2012	\$ 2,197.32	\$ 466.05	\$ 1,729.92	\$ 202.55	\$ 61.50	\$ -	\$ 0.00	\$ 298,812.11	\$ -	\$ 1,237.27	\$ -	\$ (0.00)
9/1/2012				Monthly Mortgage Payment Due	9/1/2012	\$ 2,197.32	\$ 478.83	\$ 1,707.44	\$ 202.55	\$ 61.50	\$ -	\$ 0.00	\$ 298,343.28	\$ -	\$ 1,298.37	\$ -	\$ (0.00)
10/1/2012	\$ 2,197.32			REGULAR PAYMENT	9/1/2012	\$ 2,197.32	\$ 478.83	\$ 1,707.44	\$ 202.55	\$ 61.50	\$ -	\$ 0.00	\$ 298,343.28	\$ -	\$ 1,298.37	\$ -	\$ (0.00)
10/1/2012				Monthly Mortgage Payment Due	10/1/2012	\$ 2,197.32	\$ 471.32	\$ 1,584.95	\$ 141.05	\$ -	\$ 61.50	\$ -	\$ 297,871.96	\$ -	\$ 1,429.37	\$ -	\$ (0.00)
11/1/2012	\$ 2,197.32			MISC ADJ	10/1/2012	\$ 2,197.32	\$ -	\$ -	\$ -	\$ -	\$ (61.50)	\$ -	\$ 297,871.96	\$ -	\$ 1,429.37	\$ -	\$ (0.00)
11/1/2012				Monthly Mortgage Payment Due	11/1/2012	\$ 2,197.32	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 297,871.96	\$ -	\$ 1,429.37	\$ -	\$ (0.00)
12/1/2012	\$ 2,197.32			REGULAR PAYMENT	11/1/2012	\$ 2,197.32	\$ 473.83	\$ 1,502.44	\$ 141.05	\$ -	\$ 61.50	\$ -	\$ 297,398.13	\$ -	\$ 1,530.42	\$ -	\$ (0.00)
12/1/2012				Monthly Mortgage Payment Due	12/1/2012	\$ 2,197.32	\$ 473.83	\$ 1,502.44	\$ 141.05	\$ -	\$ 61.50	\$ -	\$ 297,398.13	\$ -	\$ 1,530.42	\$ -	\$ (0.00)
1/1/2013	\$ 2,197.32			PAYMENT	11/1/2012	\$ 2,197.32	\$ 470.34	\$ 1,579.03	\$ 141.05	\$ -	\$ -	\$ -	\$ 297,398.13	\$ -	\$ 1,530.42	\$ -	\$ (0.00)
1/1/2013				Monthly Mortgage Payment Due	11/1/2012	\$ 2,197.32	\$ 470.34	\$ 1,579.03	\$ 141.05	\$ -	\$ -	\$ -	\$ 297,398.13	\$ -	\$ 1,530.42	\$ -	\$ (0.00)
2/1/2013	\$ 2,197.32			PAYMENT	11/1/2012	\$ 2,197.32	\$ 470.34	\$ 1,579.03	\$ 141.05	\$ -	\$ -	\$ -	\$ 297,398.13	\$ -	\$ 1,530.42	\$ -	\$ (0.00)
2/1/2013				Monthly Mortgage Payment Due	12/1/2012	\$ 2,197.32	\$ 478.87	\$ 1,572.40	\$ 141.05	\$ -	\$ -	\$ -	\$ 296,921.70	\$ -	\$ 1,601.47	\$ -	\$ (0.00)
3/1/2013	\$ 2,197.32			COUNTY TAX DISBURSED	12/1/2012	\$ 2,197.32	\$ 478.87	\$ 1,572.40	\$ 141.05	\$ -	\$ 0.00	\$ 0.00	\$ 296,921.70	\$ -	\$ 1,601.47	\$ -	\$ (0.00)
3/1/2013				Monthly Mortgage Payment Due	12/1/2012	\$ 2,197.32	\$ 478.87	\$ 1,572.40	\$ 141.05	\$ -	\$ (1,700.23)	\$ -	\$ 296,442.92	\$ -	\$ 30.20	\$ -	\$ (0.00)
4/1/2013	\$ 2,197.32			PAYMENT	1/1/2013	\$ 2,197.32	\$ 481.42	\$ 1,574.95	\$ 141.05	\$ -	\$ -	\$ -	\$ 296,442.92	\$ -	\$ 30.20	\$ -	\$ (0.00)
4/1/2013				Monthly Mortgage Payment Due	1/1/2013	\$ 2,197.32	\$ 481.42	\$ 1,574.95	\$ 141.05	\$ -	\$ -	\$ -	\$ 296,442.92	\$ -	\$ 30.20	\$ -	\$ (0.00)
5/1/2013	\$ 2,197.32			PAYMENT	2/1/2013	\$ 2,197.32	\$ 463.97	\$ 1,572.30	\$ 141.05	\$ -	\$ -	\$ -	\$ 295,961.50	\$ -	\$ 177.34	\$ -	\$ (0.00)
5/1/2013				Monthly Mortgage Payment Due	2/1/2013	\$ 2,197.32	\$ 463.97	\$ 1,572.30	\$ 141.05	\$ -	\$ -	\$ -	\$ 295,961.50	\$ -	\$ 177.34	\$ -	\$ (0.00)
6/1/2013	\$ 2,197.32			PAYMENT	3/1/2013	\$ 2,197.32	\$ 466.95	\$ 1,569.72	\$ 141.05	\$ -	\$ -	\$ -	\$ 295,477.53	\$ -	\$ 316.39	\$ -	\$ (0.00)
6/1/2013				Monthly Mortgage Payment Due	3/1/2013	\$ 2,197.32	\$ 466.95	\$ 1,569.72	\$ 141.05	\$ -	\$ -	\$ -	\$ 295,477.53	\$ -	\$ 316.39	\$ -	\$ (0.00)
7/1/2013	\$ 2,203.00			HAZARD SFH DISBURSED	3/1/2013	\$ 2,197.32	\$ -	\$ -	\$ -	\$ -	\$ (1,905.33)	\$ -	\$ 294,990.98	\$ -	\$ -	\$ -	\$ (0.00)
7/1/2013				Monthly Mortgage Payment Due	3/1/2013	\$ 2,197.32	\$ 403.28	\$ 1,794.04	\$ -	\$ -	\$ -	\$ -	\$ 294,990.98	\$ -	\$ (1,445.89)	\$ -	\$ (0.00)
8/1/2013	\$ 2,203.00			PAYMENT	4/1/2013	\$ 2,203.00	\$ 489.13	\$ 1,667.14	\$ 141.05	\$ -	\$ (0.00)	\$ 0.00	\$ 294,990.98	\$ -	\$ (1,304.84)	\$ -	\$ (0.00)
8/1/2013				HAZARD SFH DISBURSED	4/1/2013	\$ 2,203.00	\$ 489.13	\$ 1,667.14	\$ 141.05	\$ -	\$ (469.20)	\$ -	\$ 294,990.98	\$ -	\$ (1,770.93)	\$ -	\$ (0.00)
9/1/2013	\$ 2,203.00			FORFEITURE ADJ	4/1/2013	\$ 2,203.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 294,990.98	\$ -	\$ (1,770.93)	\$ -	\$ (0.00)
9/1/2013				Monthly Mortgage Payment Due	4/1/2013	\$ 2,203.00	\$ 491.73	\$ 1,664.84	\$ 140.89	\$ -	\$ 0.00	\$ 0.00	\$ 294,990.98	\$ -	\$ (1,770.93)	\$ -	\$ (0.00)
10/1/2013	\$ 2,203.00			PAYMENT	5/1/2013	\$ 2,203.00	\$ 491.73	\$ 1,664.84	\$ 140.89	\$ -	\$ -	\$ -	\$ 294,990.98	\$ -	\$ (1,770.93)	\$ -	\$ (0.00)
10/1/2013				HAZARD SFH DISBURSED	5/1/2013	\$ 2,203.00	\$ 491.73	\$ 1,664.84	\$ 140.89	\$ -	\$ (469.09)	\$ -	\$ 294,990.98	\$ -	\$ (1,621.24)	\$ -	\$ (0.00)
11/1/2013	\$ 2,203.00			PAYMENT	6/1/2013	\$ 2,203.00	\$ 494.34	\$ 1,561.93	\$ 149.69	\$ -	\$ (9.04)	\$ -	\$ 294,990.98	\$ -	\$ (2,007.33)	\$ -	\$ (0.00)
11/1/2013				Monthly Mortgage Payment Due	6/1/2013	\$ 2,203.00	\$ 494.34	\$ 1,561.93	\$ 149.69	\$ -	\$ (9.04)	\$ -	\$ 294,990.98	\$ -	\$ (2,007.33)	\$ -	\$ (0.00)
12/1/2013	\$ 2,203.00			FORFEITURE ADJ	6/1/2013	\$ 2,203.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 294,990.98	\$ -	\$ (2,007.33)	\$ -	\$ (0.00)
12/1/2013				Monthly Mortgage Payment Due	6/1/2013	\$ 2,203.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 294,990.98	\$ -	\$ (2,007.33)	\$ -	\$ (0.00)
1/1/2014	\$ 2,000.00			HAZARD SFH DISBURSED	7/1/2013	\$ 2,203.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 294,990.98	\$ -	\$ (1,037.64)	\$ -	\$ (44.72)
1/1/2014				Monthly Mortgage Payment Due	7/1/2013	\$ 2,203.00	\$ 628.18	\$ 1,574.82	\$ -	\$ -	\$ -	\$ -	\$ 293,515.78	\$ -	\$ (4,734.13)	\$ -	\$ (44.72)
2/1/2014	\$ 2,056.27			FORFEITURE ADJ	8/1/2013	\$ 2,056.27	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 293,515.78	\$ -	\$ (4,734.13)	\$ -	\$ (44.72)
2/1/2014				Delinquent P&I Payment Due	8/1/2013	\$ 2,056.27	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 293,515.78	\$ -	\$ (4,734.13)	\$ -	\$ (44.72)
3/1/2014	\$ (703.27)			FORFEITURE ADJ	9/1/2013	\$ 8,037.45	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 293,515.78	\$ -	\$ (4,734.13)	\$ -	\$ (2,241.84)
3/1/2014				Monthly Mortgage Payment Due	9/1/2013	\$ 8,037.45	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 293,515.78	\$ -	\$ (4,734.13)	\$ -	\$ (2,241.84)
4/1/2014	\$ 2,950.50			PAYMENT	7/1/2013	\$ 5,048.00	\$ 408.97	\$ 1,559.30	\$ 934.32	\$ -	\$ (0.00)	\$ -	\$ 293,018.81	\$ -	\$ (3,799.81)	\$ -	\$ (1,448.27)
4/1/2014				Delinquent P&I Payment Due	7/1/2013	\$ 5,048.00	\$ 408.97	\$ 1,559.30	\$ 934.32	\$ -	\$ -	\$ -	\$ 293,018.81	\$ -	\$ (3,799.81)	\$ -	\$ (1,448.27)
5/1/2014	\$ 2,056.27			Delinquent P&I Payment Due	7/1/2013	\$ 5,048.00	\$ 408.97	\$ 1,559.30	\$ 934.32	\$ -	\$ -	\$ -	\$ 293,018.81	\$ -	\$ (3,799.81)	\$ -	\$ (1,448.27)

11

9/4/2013	\$ (793.27)		FORFEITURE ADJ	7/1/2013	\$ 7,103.13	\$ -	\$ -	\$ -	\$ (783.27)	\$ 293,018.81	\$ -	\$ (3,794.81)	\$ -	\$ 833.00
9/4/2013	\$ 2,990.00		PAYMENT	8/1/2013	\$ 4,112.54	\$ 453.01	\$ 1,556.00	\$ 834.32	\$ (8.00)	\$ 292,519.20	\$ -	\$ (2,695.49)	\$ -	\$ 833.00
9/17/2013		\$ 12.00	Prnp Insp	8/1/2013	\$ 4,112.54					\$ 292,519.20	\$ -	\$ (2,695.49)	\$ 12.00	\$ 836.00
10/1/2013	\$ 2,056.27		Delinquent P&I Payment Due	8/1/2013	\$ 6,168.81					\$ 292,519.20	\$ -	\$ (2,805.49)	\$ 12.00	\$ 836.00
10/1/2013	\$ 2,056.27		Prnp Insp	8/1/2013	\$ 6,168.81					\$ 292,519.20	\$ -	\$ (2,805.49)	\$ 24.00	\$ 836.00
10/1/2013		\$ 12.00	Delinquent P&I Payment Due	8/1/2013	\$ 8,225.08					\$ 292,519.20	\$ -	\$ (2,805.49)	\$ 24.00	\$ 836.00
11/1/2013			COUNTY TAX DISBURSED	8/1/2013	\$ 4,275.08			\$ (1,876.00)		\$ 292,519.20	\$ -	\$ (4,001.20)	\$ 24.00	\$ 836.00
12/1/2013	\$ 2,056.27		Prnp Insp	8/1/2013	\$ 8,225.08					\$ 292,519.20	\$ -	\$ (4,001.20)	\$ 24.00	\$ 836.00
12/1/2013			Delinquent P&I Payment Due	8/1/2013	\$ 10,281.33					\$ 292,519.20	\$ -	\$ (4,001.20)	\$ 24.00	\$ 836.00
1/1/2014	\$ 2,056.27		HAZARD FRN DISBURSED	8/1/2013	\$ 10,281.33			\$ (5,155.00)		\$ 292,519.20	\$ -	\$ (10,046.20)	\$ 24.00	\$ 836.00
1/1/2014		\$ 1,180.00	FC Fee	8/1/2013	\$ 12,337.62					\$ 292,519.20	\$ -	\$ (10,046.20)	\$ 24.00	\$ 836.00
1/8/2014		\$ 180.00	Filing Costs	8/1/2013	\$ 12,337.62					\$ 292,519.20	\$ -	\$ (10,046.20)	\$ 24.00	\$ 836.00
1/8/2014		\$ 405.00	Publication	8/1/2013	\$ 12,337.62					\$ 292,519.20	\$ -	\$ (10,046.20)	\$ 24.00	\$ 836.00
1/8/2014		\$ 300.00	Title Examen	8/1/2013	\$ 12,337.62					\$ 292,519.20	\$ -	\$ (10,046.20)	\$ 24.00	\$ 836.00
2/1/2014	\$ 2,056.27		Delinquent P&I Payment Due	8/1/2013	\$ 14,373.89					\$ 292,519.20	\$ -	\$ (10,046.20)	\$ 24.00	\$ 836.00
2/1/2014	\$ 2,056.27		Delinquent P&I Payment Due	8/1/2013	\$ 16,420.16					\$ 292,519.20	\$ -	\$ (10,046.20)	\$ 24.00	\$ 836.00
4/1/2014	\$ 2,056.27		Delinquent P&I Payment Due	8/1/2013	\$ 18,466.43					\$ 292,519.20	\$ -	\$ (10,046.20)	\$ 24.00	\$ 836.00
4/24/2014		\$ 15.00	Prnp Insp	9/1/2013	\$ 18,466.43					\$ 292,519.20	\$ -	\$ (10,046.20)	\$ 24.00	\$ 836.00
5/1/2014	\$ 2,056.27		Delinquent P&I Payment Due	9/1/2013	\$ 20,512.70					\$ 292,519.20	\$ -	\$ (10,046.20)	\$ 24.00	\$ 836.00
5/1/2014		\$ 15.00	Prnp Insp	9/1/2013	\$ 20,512.70					\$ 292,519.20	\$ -	\$ (10,046.20)	\$ 24.00	\$ 836.00
5/22/2014		\$ 15.00	Prnp Insp	9/1/2013	\$ 20,512.70					\$ 292,519.20	\$ -	\$ (10,046.20)	\$ 24.00	\$ 836.00
6/1/2014	\$ 2,056.27		Delinquent P&I Payment Due	9/1/2013	\$ 22,559.07					\$ 292,519.20	\$ -	\$ (10,046.20)	\$ 24.00	\$ 836.00
6/1/2014		\$ 15.00	Prnp Insp	9/1/2013	\$ 22,559.07					\$ 292,519.20	\$ -	\$ (10,046.20)	\$ 24.00	\$ 836.00
6/25/2014		\$ 16.00	FC Fee	9/1/2013	\$ 22,559.07					\$ 292,519.20	\$ -	\$ (10,046.20)	\$ 24.00	\$ 836.00
6/25/2014		\$ 16.00	FC Fee	9/1/2013	\$ 22,559.07					\$ 292,519.20	\$ -	\$ (10,046.20)	\$ 24.00	\$ 836.00
6/25/2014		\$ 45.00	FC Fee	9/1/2013	\$ 22,559.07					\$ 292,519.20	\$ -	\$ (10,046.20)	\$ 24.00	\$ 836.00
6/25/2014		\$ 35.00	FC Fee	9/1/2013	\$ 22,559.07					\$ 292,519.20	\$ -	\$ (10,046.20)	\$ 24.00	\$ 836.00
6/25/2014		\$ 17.50	FC Fee	9/1/2013	\$ 22,559.07					\$ 292,519.20	\$ -	\$ (10,046.20)	\$ 24.00	\$ 836.00
6/25/2014		\$ 52.50	FC Fee	9/1/2013	\$ 22,559.07					\$ 292,519.20	\$ -	\$ (10,046.20)	\$ 24.00	\$ 836.00
6/25/2014		\$ 15.00	FC Fee	9/1/2013	\$ 22,559.07					\$ 292,519.20	\$ -	\$ (10,046.20)	\$ 24.00	\$ 836.00
6/25/2014		\$ 7.50	FC Fee	9/1/2013	\$ 22,559.07					\$ 292,519.20	\$ -	\$ (10,046.20)	\$ 24.00	\$ 836.00
6/25/2014		\$ 15.00	FC Fee	9/1/2013	\$ 22,559.07					\$ 292,519.20	\$ -	\$ (10,046.20)	\$ 24.00	\$ 836.00
6/25/2014		\$ 15.00	FC Fee	9/1/2013	\$ 22,559.07					\$ 292,519.20	\$ -	\$ (10,046.20)	\$ 24.00	\$ 836.00
6/25/2014		\$ 15.00	FC Fee	9/1/2013	\$ 22,559.07					\$ 292,519.20	\$ -	\$ (10,046.20)	\$ 24.00	\$ 836.00
6/25/2014		\$ 30.00	FC Fee	9/1/2013	\$ 22,559.07					\$ 292,519.20	\$ -	\$ (10,046.20)	\$ 24.00	\$ 836.00
6/25/2014		\$ 15.00	FC Fee	9/1/2013	\$ 22,559.07					\$ 292,519.20	\$ -	\$ (10,046.20)	\$ 24.00	\$ 836.00
6/25/2014		\$ 15.00	FC Fee	9/1/2013	\$ 22,559.07					\$ 292,519.20	\$ -	\$ (10,046.20)	\$ 24.00	\$ 836.00
6/25/2014		\$ 7.50	FC Fee	9/1/2013	\$ 22,559.07					\$ 292,519.20	\$ -	\$ (10,046.20)	\$ 24.00	\$ 836.00
6/25/2014		\$ 7.50	FC Fee	9/1/2013	\$ 22,559.07					\$ 292,519.20	\$ -	\$ (10,046.20)	\$ 24.00	\$ 836.00
6/25/2014		\$ 605.00	FC Fee	9/1/2013	\$ 22,559.07					\$ 292,519.20	\$ -	\$ (10,046.20)	\$ 24.00	\$ 836.00
6/25/2014		\$ 140.00	FC Fee	9/1/2013	\$ 22,559.07					\$ 292,519.20	\$ -	\$ (10,046.20)	\$ 24.00	\$ 836.00
6/25/2014		\$ 7.50	FC Fee	9/1/2013	\$ 22,559.07					\$ 292,519.20	\$ -	\$ (10,046.20)	\$ 24.00	\$ 836.00
6/25/2014		\$ 15.00	FC Fee	9/1/2013	\$ 22,559.07					\$ 292,519.20	\$ -	\$ (10,046.20)	\$ 24.00	\$ 836.00
6/25/2014		\$ 15.00	FC Fee	9/1/2013	\$ 22,559.07					\$ 292,519.20	\$ -	\$ (10,046.20)	\$ 24.00	\$ 836.00
6/25/2014		\$ 19.00	FC Fee	9/1/2013	\$ 22,559.07					\$ 292,519.20	\$ -	\$ (10,046.20)	\$ 24.00	\$ 836.00
6/25/2014		\$ 15.00	FC Fee	9/1/2013	\$ 22,559.07					\$ 292,519.20	\$ -	\$ (10,046.20)	\$ 24.00	\$ 836.00
6/25/2014		\$ 7.50	FC Fee	9/1/2013	\$ 22,559.07					\$ 292,519.20	\$ -	\$ (10,046.20)	\$ 24.00	\$ 836.00
6/25/2014		\$ 15.00	FC Fee	9/1/2013	\$ 22,559.07					\$ 292,519.20	\$ -	\$ (10,046.20)	\$ 24.00	\$ 836.00
6/25/2014		\$ 7.50	FC Fee	9/1/2013	\$ 22,559.07					\$ 292,519.20	\$ -	\$ (10,046.20)	\$ 24.00	\$ 836.00
6/25/2014		\$ 70.00	FC Fee	9/1/2013	\$ 22,559.07					\$ 292,519.20	\$ -	\$ (10,046.20)	\$ 24.00	\$ 836.00
6/25/2014		\$ 15.00	FC Fee	9/1/2013	\$ 22,559.07					\$ 292,519.20	\$ -	\$ (10,046.20)	\$ 24.00	\$ 836.00
6/25/2014		\$ 7.50	FC Fee	9/1/2013	\$ 22,559.07					\$ 292,519.20	\$ -	\$ (10,046.20)	\$ 24.00	\$ 836.00
6/25/2014		\$ 15.00	FC Fee	9/1/2013	\$ 22,559.07					\$ 292,519.20	\$ -	\$ (10,046.20)	\$ 24.00	\$ 836.00

EXHIBIT - C

M. Eugene & Barbara A. Gibbs

4257 Monterey Drive
Florence, South Carolina 29501
(843) 407-6297

July 26, 2013

Nationstar Mortgage LLC
Customer Service Department
350 Highland Drive
Lewisville, TX 75067

In Re: Loan Number: 600987135
:BOA - #871471818

Dear Madame/Sir:

This letter is written to advise you that we are/were in negotiations with BOA: Rogelio Chua, Customer Relationship Manager, BOA [Letter attached hereto]. The negotiations included this loan and Loan Number: 870811531. BOA "steered" my wife into a predatory loan, and when we attempted to re-finance both loans, we were charged \$400 in application fees, and informed the closing cost would be \$30,000. THEREAFTER, for more than four (4) years we attempted to have BOA provide us with the correct information as to HOME MODIFICATION PROGRAMS. We were provided either incorrect information or no information.

Mr. Chua, was provided "all" supporting financial documentation; including but not limited to tax return and form 4506-T, proof of income, financial statement, etc., documents attached hereto.

The critical issues for Nationstar are: the moneys you allege are due and owing; ARE NOT! Part and partial to BOA's fraud, the alleged mortgage payment not paid: December 2012, WAS PAID! The proof is attached hereto: statements showing BOA cashed both checks totaling \$2,258.82; a check cashed from the account of Melvin Gibbs on Nov. 30, 2011 in the amount of \$1,200 and a check cashed from the account of Barbara Gibbs on Dec. 03, 2011 in the amount of \$1,058.82.

This was a deliberate situation: alleged nonpayment, caused by BOA to destroy the negotiation undertaken with us. Including but not limited to the sale of our mortgage to Nationstar. Given the present actions of Nationstar: escalating the falsely stated amount of \$2,258.82 to \$8,528.09, that Nationstar has positioned itself as a co-conspirator and therefore an intricate perpetrator in the Racketeering and Influence Corrupt Organization (RICO)....

The attached documents, and BOA employee affidavits [filed in the RICO suit: US District Court-Colorado], provides by clear and convincing evidence BOA engaged in conspiracy and racketeering (RICO) in violation of the US Code: preponderance of the evidence.

We will either join the suit filed in Colorado or file a separate action: US Federal Court for the District of South Carolina, Florence Division....

We respectfully request you advise whether we must add Nationstar as a co-conspirator, or its Nationstar's intent to transfer our mortgage back to BOA.

With warm regards, we remain

Barbara A. Gibbs

M. Eugene Gibbs

EXHIBIT - D

(Page 31 of 35)

FILED

2013 JAN 14 AM 9:16
CONNIE J. L. JOHNSON
CCCP & GS
FLORENCE COUNTY, SC

Recording Requested By:
Bank of America
When received mail to:
Bank of America, N.A.
Document Processing Mail Code: TX1-979-01-
19 Antis Assignment Unit
4500 Arman Carter Blvd.
East Windsor, TN 37035

Property Address:
4457 MONTEHEY DR
FLORENCE, SC 29501
REGISTRATION 12/2013

The agent for Bank of America

ASSIGNMENT OF MORTGAGE

For Value Received, the undersigned holder of a Mortgage therein ("Assignor") whose address is 1600 TAPO CANYON ROAD, SIMI VALLEY, CA 93063 does hereby grant, sell, assign, transfer and convey unto NATIONSTAR MORTGAGE LLC whose address is 350 HIGHLAND DRIVE, LEWISVILLE, TEXAS 75067 all beneficial interest under that certain Mortgage described below together with the note(s) and obligations therein described and the moneys due and to become due thereon with interest and all rights accrued or to accrue under said Mortgage.

Original Lender: BANK OF AMERICA, N.A.
Original Borrower(s): BARB ARA A. GIBBS, AN UNMARRIED PERSON
Date of Mortgage: 12/31/2008
Original Loan Amount: \$329,599.00

Recorded in Florence County, SC on: 3/4 2009, book: A 908, page 1711 and instrument number: [REDACTED]

IN WITNESS WHEREOF, the undersigned has caused this Assignment of Mortgage to be executed on
Date: 1-3-13

BANK OF AMERICA, N.A.

By: Yolanda Rodriguez
Yolanda Rodriguez
Assistant Vice President

Witness: [Signature]
Name: Na NIK

Witness: Cynthia Roma

State of California
County of Ventura

On JAN 03 2013 before me, J. Castaneda, Notary Public, personally appeared YOLANDA RODRIGUEZ

, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]
Notary Public: J. Castaneda
My Commission Expires: 01-12-15

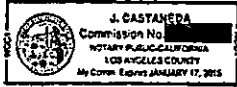


EXHIBIT - E

AFTER RECORDED RETURN TO:

Bank of America, N.A.
ATTN: Construction
9000 Southside Blvd., Ste. 700
Jacksonville, FL 32256
PARCEL NUMBER: [REDACTED]
LOAN NUMBER: [REDACTED]

Prepared by:
Barbara Leuellen
Robertson & Anschutz, P.C.
10333 Richmond Avenue, Suite 550
Houston, TX 77042
713-871-9600

**NOTE AND SECURITY INSTRUMENT
MODIFICATION AGREEMENT**

The State of South Carolina
County of Florence

KNOW ALL MEN BY THESE PRESENTS:

Recitals

This agreement ("Modification Agreement") is made on January 01, 2006, between Barbara A. Gibbs, a single woman, (herein "Borrower") and Bank of America, N.A. (herein "Lender"), whose loan servicing address is P.O. Box 9000, Getzville, NY 14068-9000, for a Modification of that certain Deed of Trust, Mortgage or Security Deed (the "Security Instrument") and Note executed on February 23, 2005, in favor of Bank of America, N.A. and any previous modification(s) thereof, said Note being in the original principal amount of \$329,600.00, said Security Instrument having been recorded in/under _____ of the Official Records of Real Property of Florence County, South Carolina, covering property described as follows:

See Exhibit "A" attached hereto and made a part hereof for all purposes

WITNESSETH:

WHEREAS, Borrower now desires to modify the Note and ratify said liens against the Property; and

WHEREAS, Lender, the legal owner and holder of said Note and liens securing same, in consideration of the premises and at the request of the Borrower has agreed to modify the Note as hereinafter provided; and

WHEREAS, Borrower and Lender desire that the Security Instrument and Note be modified as herein provided but that all terms not so modified remain unchanged and in full force and effect.

NOW, THEREFORE, in consideration of the foregoing, the parties hereto agree that the Note and Security Instrument are hereby modified as follows:

The Note shall be and hereby is amended as follows:

The principal amount evidenced by the Note is changed from \$329,600.00 to \$329,599.00.
The beginning date for monthly payments of principal and interest set forth in paragraph 3 is changed from January 01, 2006 to February 01, 2006.
The Maturity Date is changed from December 01, 2035 to January 01, 2036.
The amount of the monthly payments of principal and interest set forth in paragraph 3, is changed from \$2,056.28 to \$2,056.27.

The Addendum or Rider to Note shall be and hereby is amended as follows:

The principal amount evidenced by the Note is changed from \$329,600.00 to \$329,599.00.
The "Rollover Date" as defined therein is changed from December 01, 2005 to January 01, 2006.

The Security Instrument shall be and hereby is amended as follows:

Reference to the principal sum owed by Borrower to Lender is changed from \$329,600.00 to \$329,599.00.

Reference to the maturity date of the debt secured by the Security Instrument is changed from December 01, 2035 to January 01, 2036.

Further, it is expressly agreed that for and in consideration of this Modification Agreement, Borrower hereby releases and forever discharges Lender and its officers, directors, counsel, employees, agents, predecessors, successors, and assigns from all causes of action, claims, rights, and controversies, known or unknown, which Borrower had, now has, or may hereafter acquire which ~~relate to~~ are based on, arise out of, or are in any way connected with any acts of Lender or its above affiliates occurring prior to the execution of this Agreement and relating in any manner to the above described Note or Security Instrument or the Property described herein by therein. This is a general release of all possible claims and causes of action of every kind and character related to the above described subject matter and is to be interpreted liberally to effectuate maximum protection of Lender and its above affiliates.

omit

The Borrower hereby ratifies said liens on the Property until the Note as so modified hereby has been fully paid, and agrees that this renewal, extension and/or modification shall in no manner affect or impair the Note or the liens securing same and that said liens shall not in any manner be waived, but are acknowledged by Borrower to be valid and subsisting, the purpose of this instrument being simply to modify the Security Instrument and the time and manner of payment of the Note and ratify all liens securing same, and the Borrower further agrees that all terms and provisions of the Note, the Security Instrument and the other instruments creating or fixing the liens securing same shall be and remain in full force and effect as therein written except as otherwise expressly provided herein.

A breach or other default of any of the terms of this Agreement by Borrower shall constitute a breach or default under the Note and Security instrument, and Lender shall thereupon have the right to seek all remedies available to it under the aforesaid loan instruments.

Borrower covenants and agrees that the rights and remedies of Lender under this Agreement are cumulative of, are not in lieu of but are in addition to, and their exercise or the failure to exercise them shall not constitute a waiver of, any other rights and remedies which Lender shall have under the Note or the Security Instrument.

It is agreed that time and the unimpaired security of Lender are of the essence of this Agreement. Borrower covenants and agrees that this Agreement represents the final agreement between Borrower and Lender relating to the above described subject matter and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties hereto. Borrower further covenants and agrees that there are no unwritten oral agreements between parties hereto relating to the above described subject matter. As used herein "Lender" shall mean Bank of America, N.A. or any future holder, whether one or more, of the Note.

EXECUTED this the 3rd day of February to be effective January 01, 2006.

Barbara A. Gibbs 2-3-06
Barbara A. Gibbs Date

Individual Acknowledgment

State of South Carolina, Florence County

Personally appeared before me Jason Rochon (first witness) and made oath that he / she saw the within named Barbara A. Gibbs (Borrower(s)) sign, seal, and as his / her / their act and deed, deliver the within written Mortgage, and that he / she, with Debra Benfer (second witness), witnessed the execution thereof.

Jason Rochon
First Witness

Debra Benfer
Second Witness

Sworn before me this 3 day of February 2006

Debra Benfer
Notary Public

Debra Benfer, Financial Center
Name and Title

My commission expires: My Commission Expires August 8, 2015

EXHIBIT - F

STATE OF SOUTH CAROLINA

COUNTY OF FLORENCE

Nationstar Mortgage LLC,

PLAINTIFF,

vs.

Barbara A. Gibbs, Melvin E. Gibbs, and Westbrook
Phase IV Homeowner's Association,

DEFENDANT(S).

F13-02446

IN THE COURT OF COMMON PLEAS

COMPLAINT

(NON-JURY MORTGAGE FORECLOSURE)

C/A NO:

20 13 CP 21 2795

DEFICIENCY REQUESTED

2013 OCT 23 PM 2:28
FILED
CLERK OF COURT C.P. & G.S.
FLORENCE COUNTY, S.C.

The Plaintiff, complaining of the Defendants above-named would respectfully show unto this Honorable Court

1. That the Plaintiff is a limited liability company organized and existing under and by virtue of the laws of the State of Texas; and that the Defendants, Barbara A. Gibbs and Melvin E. Gibbs, are upon information and belief, citizens and residents of the County of Florence, State of South Carolina. That the Defendant, Westbrook Phase IV Homeowner's Association, is upon information and belief an association organized and existing under the laws of South Carolina.

2. Any Defendant described herein as a judgment creditor(s) has, by filing the judgment(s), designated the attorney(s) entering the judgment(s) as their agent for service of process pursuant to the provisions of Section 15-35-840 of the S.C. Code of Laws (1976) as amended.

3. That the real property hereinafter described, which is the subject of this action, is situated and located in the County of Florence, State of South Carolina.

4. That on or about February 23, 2005, for value received, Barbara A. Gibbs did execute and deliver to Bank of America, N.A., a certain promissory note in writing according to the terms and conditions set out therein, written and whereby said Barbara A. Gibbs promised to pay to Bank of America, N.A. the sum of Three Hundred Twenty-Nine Thousand Six Hundred And 00/100 Dollars (\$329,600.00), together with interest thereon at the rate of Six And 375/1000 per cent (6.375%) per annum.

5. That in order to better secure the payments of the said note and debt, in accordance with the terms and conditions thereof, Barbara A. Gibbs did execute and deliver on February 23, 2005 unto Bank of America, N.A., a mortgage covering the following described property:

Legal description and property address:

All that certain piece, parcel or tract of land in the County of Florence, State of South Carolina, containing 0.65 acres, more or less, designated as Lot 18 of Westbrook Subdivision, Phase IV, as shown on a map of Westbrook Subdivision, Phase IV, prepared by David A. Nesbit, R.L.S., dated February 29, 2000, a copy of which is recorded in the office of the Clerk of Court for Florence County in Plat Book 73 at page 402. Said lot of land is more particularly bounded according to said plat as follows: North by Traces Golf Course as shown on the aforesaid plat for a distance of 176.98 feet; East by Lot 17 as shown on the aforesaid plat for a distance of 225.47 feet; South by Monterey Drive as shown on the aforesaid plat for a total distance of 98.38 feet; and west by Lot 18 as shown on the aforesaid plat for a distance of 209.02 feet.

CERTIFIED A TRUE COPY

Annice K. Spearin
CLERK OF COURT C.P. & G.S.
FLORENCE COUNTY, S.C.

This being the same property conveyed to Barbara A. Gibbs by virtue of a Deed from West Florence Investment Group, a General Partnership, dated August 29, 2003 and recorded September 19, 2003, in Book A782 at Page 273 in the Office of the Register of Deeds for Florence County, South Carolina. Thereafter, this same property was conveyed to Barbara A. Gibbs and Melvin E. Gibbs by virtue of a Deed from Barbara A. Gibbs, dated November 30, 2006 and recorded November 30, 2006, in Book B059 at Page 510 in the Office of the Register of Deeds for Florence County, South Carolina.

4257 Monterey Drive, Florence, SC 29501
TMS# 04915-01-018

6. Thereafter said mortgage was recorded in Book A909 at page 1711 on March 4, 2005 in the office of the Register of Deeds of Florence County.

7. The above referenced instrument constitutes a first lien priority mortgage.

8. Thereafter, by virtue of an assignment dated January 3, 2013, recorded January 14, 2013, in Mortgage Book B444 at page 1567, Bank of America, N.A. assigned said mortgage unto Nationstar Mortgage LLC, making Nationstar Mortgage LLC the present lien holder and Plaintiff herein.

9. Pursuant to South Carolina law, Plaintiff is entitled to enforce the terms of the subject note and mortgage.

10. That the Defendant, Melvin E. Gibbs, is made a party by virtue of being a titleholder of record by virtue of a Deed from Barbara A. Gibbs, dated November 30, 2006 and recorded November 30, 2006, in Book B059 at Page 510 in the Office of the Register of Deeds for Florence County, South Carolina.

11. That the Defendant, Westbrook Phase IV Homeowner's Association, is made a party by virtue of any homeowners liens or assessments recorded or unrecorded that are due or that may become due in the future.

12. According to the terms and conditions of the said note and mortgage, it is provided that in the event of default in the payment of any installment when due, and if such default is not made good prior to the due date of the next such installment, the entire principal and accrued interest shall at once become due and payable without notice at the option of the holder, and if the same should be placed in the hands of an attorney for collection, all costs of collection, including a reasonable attorney's fee, would be secured by the said mortgage as a part of the debt secured thereby.

13. That under the terms and conditions of said mortgage, it is provided that, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the note secured thereby, the mortgagor will pay to the mortgagee, on the payment due date each month until the said note is fully paid, certain additional sums, including but not limited to, certain amounts for fire and other hazard insurance and taxes and assessments due on the mortgaged premises.

14. Further, under the terms and conditions of said mortgage, it was agreed that the mortgagor would pay all taxes, assessments, water rates and other governmental or municipal charges, fines or impositions for which provisions were not otherwise made, and if they failed to do so, the mortgagee might pay same, which amount, together with interest thereon, would be secured by said mortgage.

15. According to the terms of said mortgage, and as additional security, the mortgagor assigned all rents, issues and profits of the mortgaged premises from and after any default there under, and should legal proceedings be instituted pursuant to said mortgage, the mortgagee, its successors or assigns, was given the right to have a Receiver

appointed of the rents, issues and profits, who, after deducting all charges and expenses attending such proceedings, and the execution of his trust as a Receiver, shall apply the residue of the rents, issues and profits, toward the debt secured by said mortgage.

16. The monthly payments due on said note and mortgage are in default since August 1, 2013, and the conditions of said note and mortgage have been broken and the Plaintiff elects to, and does declare the entire balance of said indebtedness due and payable, and that there is due on said note and mortgage as of August 1, 2013 the sum of Two Hundred Ninety-Two Thousand Five Hundred Nineteen And 20/100 Dollars (\$292,519.20), together with interest at the rate of Six and 375/1000 per cent (6.375%) per annum from July 1, 2013 and also for the costs and disbursements of this action, including attorney's fees.

17. That the Plaintiff does not waive but specifically demands judgment against the Defendant, Barbara A. Gibbs, for the full amount found to be due to Plaintiff on the note and mortgage held by plaintiff, with the right to enter personal judgment against the Defendant, Barbara A. Gibbs, for any deficiency in this action remaining after sale of the mortgaged premises.

18. That the servicer is participating in the Home Affordable Modification Program (HMP). The HMP modification process specified by the Guidelines or Supplemental Directive has been completed without resulting in a modification because the borrower failed to respond to the HMP solicitation.

19. That upon information and belief, certain costs for inspecting and securing the subject property have been incurred by the Plaintiff as a result of this delinquency and Plaintiff is informed and believes it is entitled to reimbursement for such charges, if any.

20. The notice of consumer's right to cure, as contemplated under S.C. Code Sections 37-5-110 and 37-5-111, has been given or is not required, and all conditions precedent to the acceleration of the debt and foreclosure of the mortgage have been performed or have occurred.

WHEREFORE, having fully set forth its complaint, the Plaintiff prays that this Honorable Court inquire into the matters set forth herein and:

- (1) That the amount due upon the said note and mortgage held by the Plaintiff be ascertained and determined under the direction of this Court, together with attorney's fees and costs of this action.
- (2) That the said Plaintiff's mortgage be declared a first mortgage lien and that the said Plaintiff have judgment of foreclosure for the amount so found to be due and owing thereon, together with any taxes or insurance premiums which may be due, with a reasonable sum as attorney's fees and for the costs of this action.
- (3) That the mortgaged premises be sold under the direction of this court, the equity of redemption be barred, and that the proceeds of sale be applied as follows:
First, to the costs and expenses of the within action and sale.
Second, to the payment and discharge of the amount due on Plaintiff's note and mortgage, together with attorney's fees as aforesaid, and
Third, the surplus, if any; be distributed according to law.

Fourth, Plaintiff have judgment against the Defendant Barbara A. Gibbs for the full amount found to be due Plaintiff on the note and mortgage, with right to enter personal judgment against the Defendant Barbara A. Gibbs for any deficiency in this action remaining after sale of the mortgaged premises.

(4) For an Order directing and empowering the Sheriff of Florence County, South Carolina, to place the successful purchaser at said foreclosure sale in possession of the property hereinabove described should the same become necessary.


(5) For an Order granting the appointment of a receiver to secure and supervise the rental of the property sought to be foreclosed.

(6) For reimbursement of all costs for inspecting and securing the property incurred by the Plaintiff as a result of the delinquency.

(7) For such other and further relief as may be just and proper.

(8) For an order satisfying any prior liens that may be of record, but have been paid in full.

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CHRIS S. TRULUCK / MICHAL KALWAITYS
Attorneys for Plaintiff

Columbia, South Carolina
October 12, 2013

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

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OCT 26 2020

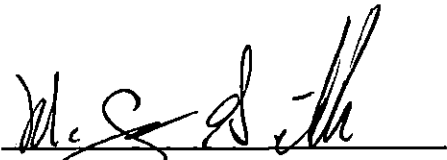
CASE No: 2019-000486

SC Court of Appeals

CERTIFICATE OF SERVICE

I, Melvin E. Gibbs, hereby certify that a copy of Appellants' 2nd Motion to Take Notice or Removal was placed with USPS, postage prepaid, the 23rd day of October 2020, addressed to:

Brian A. Calub, Esq.
McGuire Woods LLP
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Charlotte, NC 28202



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SC Court of Appeals

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