

Ellen R. Springer, Punished-Appellant-Victim, Pro Se  
18 Arlington Dr., Lugoff, S.C.  
C/o 147-21 109th Avenue  
Jamaica, N.Y. 11435  
Fax # (716) 768-5162  
Fax # (803) 438-9600

Mar. 29<sup>th</sup>, 2013

Delivered Certified Mail Return Receipt Requested

The Hon. Claire Allen, Deputy Clerk  
S.C. Court of Appeals  
1015 Sumter Street,  
Columbia, S.C. 29201

Re: CitiMortgage, Inc. v. Ellen Springer, Case No. 2011-cp-28-0981: Appellate Case No. 2012-212-971:  
Greetings in the Name of the Most High;

Dear Madam and Hon. Deputy Clerk, Esq.:

On Mar. 21<sup>st</sup>, 2013, Your Punished-Appellant-Victim, received Pro Se notification of this court's order & Judgment denying Motion to dismiss the instant Appeal Matter, *Res Judicata*; that also included directions that, Your "Punished-Appellant-Victim", herein, were to file an initial Appeal Brief within ten (10) days of receipt of said notice. This was notwithstanding of all the former void judgments had herein to date, that deprived your Pro Se Litigant equal protection and due process of law, in a "Lawyer-Dominated" hearing Court, *Res Judicata*.

Accordingly, your clean hand, Punished-Appellant-Victim, herein, proved that she did no wrong: therefore said Punished-Appellant-Victim, moves in the instant proceeding, *Pro Se*, while having been denied effective assistance to S.C. Attorneys at large, traceable to the "High-profile" nature of the instant appeal matter nexus to the Hon. Master in Equity, *Res judicata*; and, furthermore, while in want of jurisdiction formerly-asserted. Said position that essential "In persona" and "Subject Matter" jurisdiction to Appellate case no. 2012-212971, *Res Judicata*, and that was essential to the legal sufficiency of the jurisdiction to Case No. 2011-CP-28-981, *Ab initio, Res judicata*.

What this means is that, because respondent's former actor agent attorney had unclean hands and purely private act that, changed sides and use the procedures of the Court to win the client's case; then, therefore, they were barred from defending the instant matter of appeal, *Res Judicata*, traceable said respondent's own attorney's improper conduct, *Non Pro Tunc, Res Judicata*. Therefore, the instant matter of appeal was inherently a sham Appeal and a sham legal process (S.C. Code [15-75-60]), *Res judicata*.

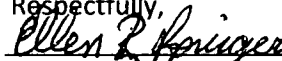
Without more, enclosed herewith please find the E.R.S. Brief of your Punished-Appellant-Victim, **Pro se**, (e.g. one [1] original with Sealed Transcripts along with Fifteen [15] copies) to be filed in the above "Re" matter of Appeal.

**PLEASE TAKE NOTICE** that, this S.C. Court of Appeals bears the legal duty and moral obligation to aid and assist the Pleadings brought on by a Pro Se Litigant, as a matter of Due Process of Law, and equal protection of law, for Good Cause Shown, and in the Best Served interest of the Public, ***Res Judicata***.

Dated: Mar. 28th, 2012.

County of Queens.

Respectfully,



Mrs. Ellen Ruth Springer, Punished,  
Appellant-Victim, **Pro se**.

18 Arlington Dr.

Lugoff, S.C.

C/o 147-21 109<sup>th</sup> Avenue

Jamaica, New York, 11435

Fax # (716) 768-5162

Fax # (803) 438-9600

EXHIBIT-A

# The South Carolina Court of Appeals

Citimortgage Inc., Respondent,

v.

Ellen R. Springer, Peggy S. Charles f/k/a Peggy S.  
Robers, Defendants,

Of whom Ellen R. Springer is the Appellant.

Appellate Case No. 2012-212971

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## ORDER

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Respondent's motion to dismiss is denied. Appellant shall serve and file her initial brief and designation of matter within ten days or this appeal will be dismissed.

  
\_\_\_\_\_  
FOR THE COURT

Columbia, South Carolina

cc:

Ellen R. Springer  
Michael J. Anzelmo  
Allen Mattison Bogan  
Benjamin Rush Smith, III  
Jeffrey Marc Tzerman  
Joyce McDonald

**FILED**


3/18/13 

EXHIBIT-B

EXHIBIT-C

THE STATE OF SOUTH CAROLINA  
In The Court of Appeals

APPEAL FROM KERSHAW COUNTY  
Master-in-Equity

The Honorable Jeffery M. Tzerman

Case No. 2011-CP-0981

CitiMortgage, Inc.,..... Respondent,

v.

Ellen R. Springer, ..... Appellant.

**Substitution of Counsel**

Pursuant to Rule 264 of the South Carolina Appellate Court Rules, Respondent CitiMortgage, Inc. notifies this Court that it desires Michael J. Anzelmo, Esquire, A. Mattison Bogan, Esquire, and B. Rush Smith, III, Esquire, of the law firm of Nelson Mullins Riley & Scarborough, LLP, to replace the law firm of Rogers, Townsend & Thomas, PC as counsel of record for it in this appeal. Respondent requests that the law firm of Rogers, Townsend & Thomas, PC be allowed to withdraw as counsel of record. As indicated below, the law firm of Rogers, Townsend & Thomas, PC consents to this request.

Accordingly, Respondent, by and through undersigned counsel, requests that this Court order that Michael J. Anzelmo, Esquire, A. Mattison Bogan, Esquire, and B. Rush Smith, III, Esquire, of the law firm of Nelson Mullins Riley & Scarborough, LLP, be substituted as counsel of record for it in this appeal. Further, Respondent requests that

the law firm of Rogers, Townsend & Thomas, PC be relieved of any further representation and be removed from the court dockets in this matter.

NELSON MULLINS RILEY & SCARBOROUGH LLP

By: 

B. Rush-Smith III  
SC Bar No. 012941  
E-Mail: rush.smith@nelsonmullins.com  
A. Mattison Bogan  
SC Bar No. 72629  
E-Mail: matt.bogan@nelsonmullins.com  
Michael J. Anzelmo  
SC Bar No. 72933  
E-Mail: michael.anzelmo@nelsonmullins.com  
1320 Main Street / 17th Floor  
Post Office Box 11070 (29211-1070)  
Columbia, South Carolina 29201  
803.799.2000

Attorneys for CitiMortgage, Inc.

Columbia, South Carolina

November 29, 2012

We so consent:

By: 

Vance L. Brabham, Esquire  
Rogers, Townsend & Thomas, PC  
220 Executive Center Drive  
Columbia, South Carolina 29210  
803.771.7900

Columbia, South Carolina

November 16, 2012

EXHIBIT-D

# The South Carolina Court of Appeals

Citimortgage, Inc., Respondent,

v.

Ellen R. Springer and Peggy S. Charles f/k/a Peggy S. Roberts, Defendants,

Of whom Ellen R. Springer is the Appellant.

Appellate Case No. 2012-212971

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ORDER

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After careful consideration, Appellant's Emergency Motion to Vacate Void Judgment is denied.

  
FOR THE COURT

Columbia, South Carolina

cc:  
Ellen R. Springer  
Mary R. Powers  
William S. Koehler  
Jeffrey Marc Tzerman  
Joyce McDonald

FILED

EC 11/9/12

EXHIBIT-E

TRANSMISSION VERIFICATION REPORT

TIME : 03/30/2011 10:40  
 NAME :  
 FAX :  
 TEL :  
 SER. # : U62700H1N815220

DATE, TIME 03/30 10:35  
 FAX NO./NAME 18034385864  
 DURATION 00:05:33  
 PAGE(S) 11  
 RESULT OK  
 MODE STANDARD

Case 1-12-46858 Doc 1 Filed 09/25/12 Entered 09/25/12 13:20:08

SI Official Form 12/12/11

United States Bankruptcy Court Eastern District of New York		Voluntary Petition
Name of Debtor (if individual, enter Last, First, Middle): Springer, ERSON R.		Name of Joint Debtor (Spouse) (Last, First, Middle):
All Other Names used by the Debtor in the last 8 years (include married, maiden, and trade names):		All Other Names used by the Joint Debtor in the last 8 years (include married, maiden, and trade names):
Last four digits of Soc. Sec. or Individual-Taxpayer ID. (ITIN) No./Complete EIN (if more than one, state all) XXXX-XX-6083		Last four digits of Soc. Sec. or Individual-Taxpayer ID. (ITIN) No./Complete EIN (if more than one, state all)
Street Address of Debtor (No. and Street, City, and State): 147-21 108th Ave. Jamaica, NY ZIP Code: 11435		Street Address of Joint Debtor (No. and Street, City, and State): ZIP Code:
County of Residence or of the Principal Place of Business: Queens		County of Residence or of the Principal Place of Business:
Mailing Address of Debtor (if different from street address): ZIP Code:		Mailing Address of Joint Debtor (if different from street address): ZIP Code:
Location of Principal Assets of Business Debtor (if different from street address above):		
Type of Debtor (Form of Organization) (Check one box) <input type="checkbox"/> Individual (includes Joint Debtors) <i>See Exhibit D on page 2 of this form.</i> <input type="checkbox"/> Corporation (includes LLC and LLP) <input type="checkbox"/> Partnership <input type="checkbox"/> Other (if debtor is not one of the above entities, check this box and state type of entity below.)	Nature of Business (Check one box) <input type="checkbox"/> Health Care Business <input type="checkbox"/> Single Asset Real Estate as defined in 11 U.S.C. § 101(51B) <input type="checkbox"/> Railroad <input type="checkbox"/> Stockbroker <input type="checkbox"/> Commodity Broker <input type="checkbox"/> Clearing Bank <input type="checkbox"/> Other	Chapter of Bankruptcy Code Under Which the Petition is Filed (Check one box) <input type="checkbox"/> Chapter 7 <input type="checkbox"/> Chapter 9 <input type="checkbox"/> Chapter 11 <input type="checkbox"/> Chapter 12 <input type="checkbox"/> Chapter 13 <input type="checkbox"/> Chapter 15 Petition for Recognition of a Foreign Main Proceeding <input type="checkbox"/> Chapter 15 Petition for Recognition of a Foreign Nonmain Proceeding
Chapter 13 Debtors Country of debtor's center of main interests: Each country in which a foreign proceeding by, regarding, or against debtor is pending:	Tax-Exempt Entity (Check box, if applicable) <input type="checkbox"/> Debtor is a tax-exempt organization under Title 26 of the United States Code (the Internal Revenue Code).	Nature of Debts (Check one box) <input type="checkbox"/> Debts are primarily consumer debts, defined in 11 U.S.C. § 101(8) as "incurred by an individual primarily for a personal, family, or household purpose." <input type="checkbox"/> Debts are primarily business debts.
Filing Fee (Check one box)	Check one box: Chapter 11 Debtors defined in 11 U.S.C. § 101(51D).	

EXHIBIT-F



(20)  
482-0631

LOCK OUT /SET OUT ORDER SCHEDULED

September 12, 2012

TO: Ellen R. Springer  
Peggy S. Charles f/k/a Peggy S. Roberts  
18 Arlington Drive  
Lugoff, SC 29078

Re: Case 11-CP-28-0981  
Order Denying Defendant's Motion for an emergency order to show cause  
and injunctive relief from sale

**On TUESDAY, SEPTEMBER 25, 2012 AT 9:00,** lock out /set out order will be enforced.

If you do not have your belongings moved out, they will be set out to the roadside and/or the locks on the apartment will be changed.

*Foreclosure*

*Citi Mortgage ✓  
Ellen R. Springer  
Case No. 2011-CP-  
28-0981*

Cpl. Chris Phillips  
Kershaw County Sheriff's Department  
Civil Division  
821 Ridgeway Road, Lugoff, SC 29078  
803-424-4030

*Sheriff's office  
Citi mortgage*

*(803) 425 6021*

*(803) 343 7013*

EXHIBIT-G

FORM 4

STATE OF SOUTH CAROLINA  
COUNTY OF KERSHAW  
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE  
CASE NUMBER 2011CP2800981

Citimortgage Inc	Ellen R Springer Peggy S Roberts Fka	Peggy S Charles
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PLAINTIFF(S)

DEFENDANT(S)

Submitted by:	Attorney for: <input type="checkbox"/> Plaintiff <input type="checkbox"/> Defendant <input type="checkbox"/> Self-Represented Litigant
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DISPOSITION TYPE (CHECK ONE)

- JURY VERDICT. This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- DECISION BY THE COURT. This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ACTION DISMISSED (CHECK REASON):
  - Rule 12(b), SCRCP.
  - Rule 41(a), SCRCP (Vol. Nonsuit);
  - Rule 43(b), SCRCP (Settled);
  - Other: \_\_\_\_\_
- ACTION STRICKEN (CHECK REASON):
  - Rule 40(j) SCRCP.
  - Bankruptcy;
  - Other: \_\_\_\_\_
- Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award;
- DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):
  - Affirmed;
  - Reversed;
  - Remanded;
  - Other.

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED:  See attached order; (formal order to follow)  Statement of Judgment by the Court:

*Having previously ruled against the Defendant upon her motion to set aside the judgment in this matter, this motion is dismissed, with prejudice and no further motion to set aside will be entertained by this court.*

ORDER INFORMATION  
Additional Information for the Clerk:

This order  ends  does not end the case.

*[Handwritten signature]*

*cc: Power Springer 9/11/12*

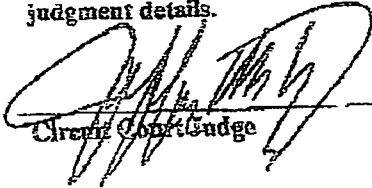
**INFORMATION FOR THE JUDGMENT INDEX**

Complete this section below when the judgment affects title in real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)

If applicable, describe the property, including tax map information and address, referenced in the order:

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. Note: Title abstractors and researchers should refer to the official court order for judgment details.

  
Clerk of Court

3056  
Judge Code      9/10/2012  
Date

**For Clerk of Court Office Use Only**

This judgment was entered on , and a copy mailed first class or placed in the appropriate attorney's box on , to attorneys of record or to parties (when appearing pro se) as follows:

Mary R. Powers PO Box 100200 Columbia, SC 292023200

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

Joyce McDonald - Clerk of Court

Court Reporter

#2



EXHIBIT-H

STATE OF SOUTH CAROLINA

COUNTY OF KERSHAW

CarMortgage, Inc.,

Plaintiff,

v.

Ellen R. Springer, Peggy S. Charles *aka* Peggy S. Roberts,

Defendant(s)

IN THE COURT OF COMMON PLEAS

DOCKET NO. 11-CP-28-0981

ORDER DENYING DEFENDANT'S MOTION FOR AN EMERGENCY ORDER TO SHOW CAUSE AND INJUNCTIVE RELIEF FROM

SALE

Deficiency Judgment Waived

CLERK OF COURT, S.C.

2012 JUN 17 PM 3:53

(011654-05691)

This matter came before me on July 9, 2012 at 10:00 AM. for a hearing on Defendant's motion for an emergency order to show cause and injunctive relief from sale. All parties were notified of this hearing. Present on behalf of the Plaintiff was its attorney, William S. Koehler. The Defendant, Ellen R. Springer, appeared pro se. Also present was Walter Springer.

Based on the motion and accompanying affidavits submitted by the Defendant and the arguments of both parties, I find that the Defendant's motion should be denied for the following reasons:

First, this Court cannot determine that there was in fact excusable neglect based on the testimony presented.

Second, South Carolina case law, specifically, Mitchell Supply Co. v. Gaffney, 297 S.C. 160, 163-64, 375 S.E.2d 321, 323 (Cl. App. 1988), provides that "the neglect of the attorney is the neglect of the client." The Defendant argued that her retained counsel from New York improperly told her that she would not be prejudiced by her failure to attend the February 1, 2012 foreclosure hearing; thus necessitating a finding of excusable neglect. Assuming arguendo that the attorney retained by the Defendant was licensed in South Carolina and her attorney shirked his duties, this Court cannot hold the

*H. Lin*

*Walter Springer*  
Walter Springer

Plaintiff responsible. The neglect of an attorney to meet a deadline is negligence per se. Consequently, the neglect of the Defendant's attorney is imputed to the Defendant.

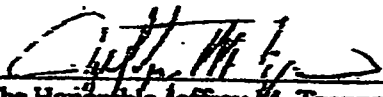
Third, a motion made pursuant to Rule 60, SCRPC must be timely. The longer the time since a party defaults on the summons, the more prejudicial the motion is to the non-moving party. Consequently, a greater burden is placed on the moving party. Given the date of service of the summons, I find that the prejudice to the Plaintiff would be extreme if the Defendant's motion were granted.

THEREFORE, IT IS SO ORDERED that the Motion of Defendant Ellen R. Springer is DENIED.

IT IS HEREBY ORDERED:

1. The Writ of Assistance shall remain in effect and the Defendant has thirty days from the date of this Order to vacate the subject property.
2. If the Defendant decides to appeal this Order, she must post an appeal bond in the amount of \$28,500.00 with the Clerk of County for Kershaw County.

AND IT IS SO ORDERED!

  
The Honorable Jeffrey M. Tzerman  
Master in Equity for Kershaw County

Camden, South Carolina

July 16, 2012

EXHIBIT-I

RETURN DATE \_\_\_\_\_

CAL DATE \_\_\_\_\_

FOR COURT USE ONLY

PRESENT HON:  
MASTER IN EQUITY OF THE KERSHAW  
COUNTY COURT  
STATE OF SOUTH CAROLINA  
COUNTY OF KERSHAW

CitiMortgage, Inc. \_\_\_\_\_ X  
Plaintiff,

-against-

Ellen R. Springer, Et al.  
Defendant, Pro se,  
APPEARING IN THIS PROCEEDING OF SPECIAL  
PLEADINGS, WITHOUT GRANTING JURISDICTION,  
TO REPORT THE COMMISSION OF SHAM  
PLEADINGS INTENTIONALLY PERPETUATED ON  
THIS COURT. \_\_\_\_\_ X

DOCKET NO. 2011-CP-0981  
EMERGENCY APPLICATION FOR  
ORDER TO SHOW CAUSE TO  
REVERSE AND RESCIND SALE  
AND VACATE JUDGMENT  
W/REQUEST FOR INJUNCTIVE  
RELIEF PENDING FINAL  
DETERMINATION. DEFENDANT  
REPORTS THAT PLAINTIFF IS  
NOT THE HOLDER IN DUE  
COURSE AND HAS  
COMMISSIONED LOAN  
DEFAULT/FRAUD AND HAS  
COMMISSIONED CIVIL TRESPASS  
AND CIVIL FORECLOSURE  
FRAUD ON THIS COURT WHILE  
INVISIBLE TO THE NATURAL  
NAKED EYE OF THE COURT.  
DEFENDANT ALSO SHOWS  
EXCUSABLE NEGLECT FOR  
ABSTENCIA.

Dated: 14<sup>th</sup> day of May, 2012

1. Upon reading and filing of the Affidavit of Ellen R. Springer, sworn to on the \_\_\_ day of May, 2012, and upon the exhibits and memorandum of law attached to the affidavit
2. Let the Plaintiff or their attorney (s) show cause at Special Term Part \_\_\_ Room \_\_\_ of this Court, to be held at the Courthouse located at 1121 Broad Street, Camden, S.C. 29021, on the \_\_\_ day of May, 2012, at 11:00 in the forenoon or as soon thereafter as Defendant may be heard why an Order to Show Cause should not be entered by this court pursuant to Fed. Civ. P. Rule (60) granting the following relief:
  - a) Defendant seeks executive order of this court to (1) reverse and rescind sale (exhibit-A): vacate summary judgment (exhibit-B): and dismiss the complaint (exhibit-C) pursuant to Fed. Civil Practice Rule 56 (b), 41 (b); and to strike this action with prejudice pursuant to Fed. Civ. P. Rule 1.150. Defendant also seeks order of injunctive relief pursuant to Fed. Civ. P. Rule (65) to stay eviction (exhibit-D) pending final

SEQ. NO \_\_\_\_\_  
RELIEF \_\_\_\_\_  
RETURN DATE \_\_\_\_\_  
CAL. DATE \_\_\_\_\_  
FOR COURT USE ONLY

PRESENT:  
HON. MASTER IN EQUITY OF THE KERSHAW  
COUNTY COURT  
STATE OF SOUTH CAROLINA  
COUNTY OF KERSHAW

\_\_\_\_\_  
CitiMortgage, Inc.,  
Plaintiff,

-against-

Ellen R. Springer, Et al.,  
Defendant, Pro se,  
APPEARING IN THIS PROCEEDING OF SPECIAL  
PLEADINGS, TO REPORT CIVIL TRESPASS AND  
FRAUD COMMISSIONED ON THIS COURT BY  
PLAINTIFF WHO IS NOT HOLDER IN DUE COURSE

DOCKET NO. 2011-cp-0981  
SUPPLEMENTAL AFFIDAVIT  
OF FACTS IN SUPPORT OF  
DEFINITIVE DEFENSE OF  
EXCUSABLE NEGLIGENCE FOR  
ABSTENCIA IN THESE  
PROCEEDINGS BASED UPON  
SHOW OF UNTIMELY  
RECEIPT OF NOTICE OF  
PRECONFERENCE HEARING  
AND PRIMA FACIA SHOW OF  
INEFFECTIVE ASSISTANCE  
OF RETAINED COUNSEL  
THAT RENDERED THESE  
PROCEEDINGS A MOCKERY  
OF JUSTICE

STATE OF NEW YORK)  
: SS

COUNTY OF QUEENS)

I, Ellen Springer, being duly sworn depose and say the following:

1. I am the party named as defendant in the above captioned civil foreclosure action and submit the instant "Affidavit of Facts In Support of Definitive Defense of "Excusable Neglect for Abstencia" and timely appearance to defend this action, in support of the Chief Affidavit of Facts that Support Emergency Application for Order to Show Cause pursuant to Fed. Civ. P. Rule (60): with request for injunctive Relief Pursuant to Fed. Civ. P. Rule (65), to stay eviction for Good Cause Shown, pending final determination of this application, w/reserved right to supplement application with appropriate request for sanctions.

**STATEMENT OF FACTS**

**SALE OF PROPERTY (MARCH 5<sup>TH</sup>, 2012)**

2. On or about March 5<sup>th</sup>, 2012, Defendant's property known to this court as "18 Arlington Dr., Lugoff, S.C., was sold at auction to the above captioned party known to this court as Plaintiff CitiMortgage, Inc. (see exhibit-A)

**DEFENDANT'S ABSTENCIA: PRECONFERENCE HEARING (FEB. 1<sup>ST</sup>, 2012)**

3. Said sale resulted from this court's order of Summary Judgment granted to Plaintiff and entered February 1<sup>st</sup>, 2012 (see exhibit-B) in Defendant's abstencia.

**UNTIMELY NOTICE TO APPEAR EXACERBATED BY DEFENDANT'S HARDSHIP**

4. Defendant received untimely notification of the existence of the scheduled

EXHIBIT-J

NOTICE OF SALE

BY VIRTUE of a decree heretofore granted in the case of: CitiMortgage, Inc. vs. Ellen R. Springer, Peggy S. Charles f/k/a Peggy S. Roberts; , C/A No. 11-CP-28-0981, The following property will be sold on March 5, 2012, at 12:00 Noon at the Kershaw County Courthouse to the highest bidder:

All that certain piece, parcel or lot of land, with improvements thereon, lying, situate and being in the State of South Carolina, County of Kershaw, located near Lugoff in Arlington Subdivision, delineated as Lot A-1 on a plat recorded in Book 37 at Page 2457 and more recently shown on a plat recorded in Book 5 at Page 144. Said lot fronting on the east side of Arlington Drive for a distance of 120.96 feet and extending back therefrom in an easterly direction for a distance of 152.60 feet on its Northern boundary and a distance of 156.91 feet on its southern boundary, with its rear or eastern boundary measuring 88.19 feet and being bounded as follows: North by Lot No. A-2; East by property now or formerly of Bowers; South by property now or formerly of Campbell; and West by Arlington Drive, all as shown on the plat hereinafter referred to.

Derivation: Book 5 at Page 142.  
18 Arlington Dr, Lugoff, SC 29078

296-10-0A-001-S78

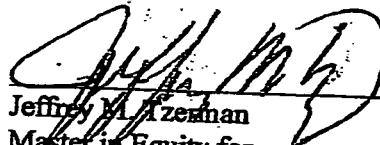
RECORDED FOR RECORD  
FEB - 1 PM 1:11  
KERSHAW COUNTY, S.C.

SUBJECT TO ASSESSMENTS, KERSHAW AD VALOREM TAXES, EASEMENTS AND/OR RESTRICTIONS OF RECORD, AND OTHER SENIOR ENCUMBRANCES.

TERMS OF SALE: A 5% deposit in certified funds is required. The deposit will be applied towards the purchase price unless the bidder defaults, in which case the deposit will be forfeited. If the successful bidder fails, or refuses, to make the required deposit on the day of sale or fails or refuses to comply with the bid within 20 days, then the property will be resold at the bidder's risk. No personal or deficiency judgment being demanded, the bidding will not remain open after the date of sale, but compliance with the bid may be made immediately. The successful bidder will be required to pay interest on the amount of the bid from date of sale to date of compliance with the bid at the rate of 10% per annum. For complete terms of sale, see Judgment of Foreclosure and Sale filed with the Kershaw County Clerk of Court at C/A #11-CP-28-0981.

NOTICE: The foreclosure deed is not a warranty deed. Interested bidders should satisfy themselves as to the quality of title to be conveyed by obtaining an independent title search prior to the foreclosure sale date.

Samuel C. Waters, Esq.  
Attorney for Plaintiff  
P.O. Box 100200  
Columbia, SC 29202-3200  
(803) 744-4444  
011654-05691

  
Jeffrey A. Zeman  
Master in Equity for  
Kershaw County

Website: [www.rtt-law.com](http://www.rtt-law.com) (see link to Resources/Foreclosure Sales)

NOTICE TO PRINTER: Please insert:

Once during week commencing \_\_\_\_\_  
Once during week commencing \_\_\_\_\_  
Once during week commencing \_\_\_\_\_

EXHIBIT-K

CitiMortgage, Inc.

Ellen R. Springer, Peggy S. Charles f/k/a Peggy  
 S. Roberts;

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: Samuel C. Waters (SC Bar #5958), Cheryl H. Fisher (SC Bar #15213), Reginald P. Corley (SC Bar #69453), Jennifer W. Rubin (SC Bar #16727), Ellie C. Floyd (SC Bar # 68635), Michael P. Morris (SC Bar #73560), Eve Moredock Stacey (SC Bar # 5300), Mary R. Powers (SC Bar# 16534), Robert P. Davis (SC Bar# 74030), William S. Koehler (SC Bar# 74935), John P. Fetner (SC Bar # 77460), Kelsey K. Lipscomb (SC Bar # 77519), Vance L. Brabham, III (SC Bar #71250), Andrew W. Montgomery (SC Bar #79893), Andrew A. Powell (SC Bar #100210)

Attorneys for the Plaintiff  
 Rogers Townsend & Thomas, PC  
 220 Executive Center Drive, Suite 109  
 Post Office Box 100200  
 Columbia, SC 29202  
 (803) 744-4444  
 (803) 343-7013 - Fax  
 info@rtt-law.com

Attorney for :  Plaintiff  Defendant  
 or  
 Self-Represented Litigant

2012 FEB - 1 11 PM : 14  
 CLERK OF COURT  
 KERSHAW COUNTY  
 S.C.

**DISPOSITION TYPE (CHECK ONE)**

- JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ACTION DISMISSED (CHECK REASON):**  Rule 12(b), SCRPC;  Rule 41(a), SCRPC (Vol. Nonsuit);  Rule 43(k), SCRPC (Settled);  Other \_\_\_\_\_
- ACTION STRICKEN (CHECK REASON):**  Rule 40(j), SCRPC;  Bankruptcy;  Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award;  Other \_\_\_\_\_
- DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**  
 Affirmed;  Reversed;  Remanded;  Other \_\_\_\_\_

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED:  See attached order (formal order to follow)  Statement of Judgment by the Court: \_\_\_\_\_

**ORDER INFORMATION**

This order  ends  does not end the case.

Additional Information for the Clerk :

As required by statute, a foreclosure sale has been or will be scheduled which will officially end the case.

**INFORMATION FOR THE JUDGMENT INDEX**

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To Be Enrolled (List amount(s) below)
N/A		

*Handwritten initials/signature*

If applicable, describe the property, including tax map information and address, referenced in the order:

All that certain piece, parcel or lot of land, with improvements thereon, lying, situate and being in the State of South Carolina, County of Kershaw, located near Lugoff in Arlington Subdivision, delineated as Lot A-1 on a plat recorded in Book 37 at Page 2457 and more recently shown on a plat recorded in Book 5 at Page 144. Said lot fronting on the east side of Arlington Drive for a distance of 120.96 feet and extending back therefrom in an easterly direction for a distance of 152.60 feet on its Northern boundary and a distance of 156.91 feet on its southern boundary, with its rear or eastern boundary measuring 88.19 feet and being bounded as follows: North by Lot No. A-2; East by property now or formerly of Bowers; South by property now or formerly of Campbell; and West by Arlington Drive, all as shown on the plat hereinafter referred to.

This being the identical property conveyed to Ellen R. Springer by deed of Wellen Ray Donald and Debra Ann Donald dated July 25, 1990 and recorded January 3, 1991 in Deed Book 5 at Page 142.

296-10-0A-001-S78

18 Arlington Dr  
Lugoff, SC, 29078

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. Note: Title abstractors and researchers should refer to the official court order for judgment details.

  
Circuit Court Judge/Master in Equity/Special Referee

3056  
Judge Code

2/16/72  
Date

**For Clerk of Court Office Use Only**

This judgment was entered on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and a copy mailed first class or placed in the appropriate attorney's box on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ to attorneys of record or to parties (when appearing pro se) as follows:

Samuel C. Waters (SC Bar #5958)  
Rogers Townsend & Thomas, PC  
P.O. Box 100200  
Columbia, SC 29202-3400  
ATTORNEY(S) FOR THE PLAINTIFF(S)  
011654-05691

\_\_\_\_\_  
ATTORNEY(S) FOR THE DEFENDANT(S)

\_\_\_\_\_  
CLERK OF COURT

Ellen R. Springer  
14721 109TH AVE FL 1  
JAMAICA, NY 11435

Peggy S. Charles f/k/a Peggy S. Roberts  
14721 109TH AVE FL 1  
JAMAICA, NY 11435

Court Reporter:

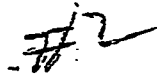


EXHIBIT-L

NOTE

FHA Case No.

January 3

1991  
19 90

18 Arlington Drive, Luff, SC 29078

(Property Address)

PARTIES

"Borrower" means each person signing at the end of this Note, and the person's successors and assigns. "Lender" means Citizens and Southern Mortgage Corporation and its successors and assigns.

BORROWER'S PROMISE TO PAY; INTEREST

In return for a loan received from Lender, Borrower promises to pay the principal sum of Seventy Thousand Sixty-Five and 00/100

dollars (U.S. \$ 70,065.00), plus interest, to the order of Lender. Interest will be charged on unpaid principal, from the date of disbursement of the loan proceeds by Lender, at the rate of ten percent 10 % per year until the full amount of principal has been paid.

PROMISE TO PAY SECURED

Borrower's promise to pay is secured by a mortgage, deed of trust or similar security instrument that is dated the same date as the Note and called the "Security Instrument." That Security Instrument protects the Lender from losses which might result if Borrower defaults under this Note.

MANNER OF PAYMENT

(A) Time

Borrower shall make a payment of principal and interest to Lender on the first day of each month beginning on March 1, 1991. Any principal and interest remaining on the first day of February 21, will be due on that date, which is called the maturity date.

(B) Place

Payment shall be made at C & S Mortgage Corporation, P.O. Box 656, Tucker, GA 30085-0656 or at such other place as Lender may designate in writing.

(C) Amount

Each monthly payment of principal and interest will be in the amount of \$ 614.88. This amount will be part of a larger monthly payment required by the Security Instrument, that shall be applied to principal, interest and other items in the order described in the Security Instrument.

(D) Allonge to this note for payment adjustments

If an allonge providing for payment adjustments is executed by Borrower together with this Note, the covenants of the Note shall be incorporated into and shall amend and supplement the covenants of this Note as if the allonge were a part of this Note. [Check applicable box.]

- Adjustable Rate Allonge
- Graduated Payment Allonge
- Growing Equity Allonge
- Other

BORROWER'S RIGHT TO PREPAY

Borrower has the right to pay the debt evidenced by this Note, in whole or in part, without charge or penalty, on the first day of any month.

BORROWER'S FAILURE TO PAY

(A) Late Charge for Overdue Payments

If Lender has not received the full monthly payment required by the Security Instrument, as described in Paragraph 4(C) of this note, by the end of fifteen calendar days after the payment is due, Lender may collect a late charge in the amount of five (5) % of the overdue amount of each payment.

(B) Default

If Borrower defaults by failing to pay in full any monthly payment, then Lender may, except as limited by regulations of the Secretary in the case of payment defaults, require immediate payment in full of the principal balance remaining due and all accrued interest. Lender may choose not to exercise this option without waiving its rights in the event of any subsequent default. In many circumstances regulations issued by the secretary will limit Lender's rights to require immediate payment in full in the case of payment defaults. This Note does not authorize acceleration when not permitted by HUD regulations. As used in this Note, "Secretary" means the Secretary of Housing and Urban Development or his or her designee.

(C) Payment of Costs and Expenses

If Lender has required immediate payment in full, as described above, Lender may require Borrower to pay costs and expenses including reasonable and customary attorney's fees for enforcing this Note. Such fees and costs shall bear interest from the date of disbursement at the same rate as the principal of this Note.

**WAIVERS**

Borrower and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require Lender to demand payment of amounts due. "Notice of dishonor" means the right to require Lender to give notice to other persons that amounts due have not been paid.

**GIVING OF NOTICES**

Unless applicable law requires a different method, any notice that must be given to Borrower under this Note will be given by delivering it or by mailing it by first class mail to Borrower at the property address above or at a different address if Borrower has given Lender a notice of Borrower's different address.

Any notice that must be given to Lender under this Note will be given by first class mail to lender at the address stated in paragraph 4(B) or at a different address if Borrower is given a notice of that different address.

**OBLIGATIONS OF PERSONS UNDER THIS NOTE**

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promise made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. Lender may enforce its rights under this Note against each person individually or against all signatories together. Any one person signing this Note may be required to pay all of the amounts under this Note.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Note.

Ellen R. Springer (Seal)  
Ellen R. Springer  
\_\_\_\_\_  
(Seal)

Document Prepared by:  
DOCX ASSIGNMENT SERVICES  
When Recorded Mail to:  
DOCX  
20 South Limestone Ste 220  
Springfield, OH 45502  
937-328-7991

EC:  
EC2:  
LEGAL:  
Film #:

6045 BK1013 PG71

FILED FOR RECORD 06/25/2001  
AT 11:38:23AM BOOK 01013 PAGE 0071  
Joyce McDonald - Clerk of Court - RMC  
Kershaw County Courthouse 60456045

Project No.:  
Assignor No.:  
Assignee No.:  
Pool No.:  
PIN/Tax ID #  
Investor No.:  
Property Address:  
18 ARLINGTON DRIVE  
LUCOFF SC 29078

This space for Recorder's Use Only

**ASSIGNMENT OF MORTGAGE**

For good and valuable consideration, the sufficiency of which is hereby acknowledged,  
**GMAC Mortgage Corporation, a Pennsylvania Corporation**


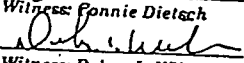
whose address is: 3451 Hammond Avenue, Waterloo, IA 50702  
by these presents does convey, grant, bargain, sell, assign, transfer and set over to:  
**ABN AMRO Mortgage Group, Inc., a Delaware Corporation**

whose address is: 2600 W. Big Beaver Road, Troy, MI 48084  
the described Mortgage, together with the certain note(s) described therein with all interest,  
all liens, and any rights due or to become due thereon.  
Said Mortgage is recorded in the State of **SOUTH CAROLINA** County of  
**KERSHAW** Official records on **01/03/91** in Book: **0005** as Document No.:  
**591** / **145** at Page:  
on Certificate No.:

Original Loan Amount: \$ **700,500** Loan Date: **01/03/91**  
Original Mortgagor: **ELLEN R SPRINGER**

Original Mortgagee: **CITIZENS AND SOUTHERN MORTGAGE CORPORATION**

In Witness Whereof, the Assignor has caused these presents to be signed in its corporate name  
on behalf of its Vice President **GMAC Mortgage Corporation, a Pennsylvania Corporation**  
This **06/06/01**, but effective **06/04/2001**


  
Witness: **Bonnie Dietsch**  
  
Witness: **Debra L. Wilson**



  
**Beverly Bigelow**  
Vice President

State of **Ohio**  
County of **Clark**  
Personally appeared before me **Sheila A. Wilson** the undersigned witness  
**Connie Dietsch** and made oath that (s)he  
saw the within named Officer sign, seal, and as their act  
and deed, deliver the within written Assignment; and that **Connie Dietsch**  
(s)he with the other witness **Debra L. Wilson** witnessed the execution thereof.

Sworn to before me this **06/04/2001**

  
Witness  
**Connie Dietsch**

Notary Public, State of Ohio  
**Sheila A. Wilson**  
My commission expires: **02/02/2003**



FILED FOR RECORD 06/25/2001  
AT 11:38:23AM BOOK 01013 PAGE 0071  
Joyce McDonald - Clerk of Court - RMC  
Kershaw County Courthouse 00006045

*DOCX  
The Edison Center  
20 South Limestone St  
Suite 220  
Springfield, OH 45502*

Document prepared by:  
DOCX Assignment Services



GNMA

BK0005PG145

FILED FOR RECORD

91 JAN -3 PH 1:45

MATILDA W. GOODSEN  
CLERK OF COURT  
KERSHAW COUNTY, S.C.

FHA MORTGAGE

STATE OF SOUTH CAROLINA

FHA CASE NO.  
[ ]

This Mortgage ("Security Instrument") is given on January 3, 19 91  
The Mortgagor is

ELLEN R. SPRINGER

whose address is 18 Arlington Drive, Lugoff, South Carolina 29078

("Borrower"). This Security Instrument is given to

Citizens and Southern Mortgage Corporation

which is organized and existing under the laws of Florida, and whose  
address is P.O. Box 656, Tucker, GA 30085-0656

("Lender"). Borrower owes Lender the principal sum of

Seventy Thousand Sixty Five and 00/100 Dollars (U.S. \$ 70,065.00)

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on March 1, 2021

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 6 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in Kershaw County, South Carolina:

See Exhibit "A" attached

which has the address of 18 Arlington Drive Lugoff  
South Carolina 29078 ("Property Address");  
(Zip Code) (City)

TO HAVE AND TO HOLD this property unto Lender and Lender's successors and assigns, Forever, Together with all the improvements now or hereafter created on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

*Handwritten:* Hanson & Peabey, Attys. 102  
Raynes Place Suite 202  
9357 Two Notch Rd.  
Columbia SC 29223

*Handwritten:* Mailed 1/14/91

*Handwritten:* 7/20/88 62501

*Handwritten:* PG 80 PG 71

*Handwritten:* assn BK 656  
assn BK 1013

*Handwritten:* For Assignment see BK 5, PG 150

EXHIBIT-M

Document Prepared by:  
DOCX ASSIGNMENT SERVICES  
When Recorded Mail to:  
DOCX  
20 South Limestone Ste 220  
Springfield, OH 45502  
937-328-7991

EC:  
EC2:  
LEGAL:  
Film #:

6045 BK1013 PG71

Project No.:  
Assignor No.:  
Assignee No.:  
Pool No.:  
FIN/Tax ID #  
Investor No.:  
Property Address:  
18 ARLINGTON DRIVE  
LUCOFF SC 29078

FILED FOR RECORD 06/25/2001  
AT 11:38:23AM BOOK 01013 PAGE 00071  
Joyce McDaniel - Clerk of Court - 100  
Kershaw County Courthouse

This space for Recorder's Use Only

**ASSIGNMENT OF MORTGAGE**  
For good and valuable consideration, the sufficiency of which is hereby acknowledged,  
GMAC Mortgage Corporation, a Pennsylvania Corporation

whose address is: 3451 Hammond Avenue, Waterloo, IA 50702  
by these presents does convey, grant, bargain, sell, assign, transfer and set over to:  
ABN AMRO Mortgage Group, Inc., a Delaware Corporation


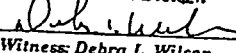
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the described Mortgage, together with the certain note(s) described therein with all interest,  
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KERSHAW Official records on 01/03/91 in Book: 0005 County of  
591 / / as Document No.:  
145 / / at Page:


Original Loan Amount: \$ 700,500 Loan Date: 01/03/91  
Original Mortgagor: ELLEN R SPRINGER

Original Mortgagee: CITIZENS AND SOUTHERN MORTGAGE CORPORATION

In Witness Whereof, the Assignor has caused these presents to be signed in its corporate name  
on behalf of its Vice President  
This 06/06/01, but effective 06/04/2001  
GMAC Mortgage Corporation, a Pennsylvania Corporation

  
Witness: Fannie Dietsch  
  
Witness: Debra L. Wilson




  
Beverly Bigelow  
Vice President

State of Ohio  
County of Clark

Personally appeared before me Sheila A. Wilson  
Connie Dietsch and made oath that (s)he the undersigned witness  
saw the within named Officer sign, seal, and as their act  
and deed, deliver the within written Assignment; and that Connie Dietsch  
(s)he with the other witness Debra L. Wilson witnessed the execution thereof.

Sworn to before me this 06/04/2001

  
Witness  
Connie Dietsch

Notary Public, State of Ohio  
Sheila A. Wilson  
My commission expires: 02/02/2003



FILED FOR RECORD 06/25/2001  
AT 11:38A BOOK 01013 PAGE 00071  
Joyce McDaniel - Clerk of Court - BMC  
Kershaw County Courthouse 000006045

DOCX  
The Edison Center  
30 South Limestone St  
Suite 220  
Springfield, OH 45502

Document prepared by:  
DOCX Assignment Services



GNMA

BK0005PG145

FILED FOR RECORD

91 JAN -3 PM 1:45

MATILDA W. GOODSON  
CLERK OF COURT  
HERSHAW COUNTY, S.C.

FHA MORTGAGE

STATE OF SOUTH CAROLINA

FHA CASE NO.

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The Mortgagor is

ELEN R. SPRINGER

whose address is 18 Arlington Drive, Lugoff, South Carolina 29078

("Borrower"). This Security Instrument is given to

Citizens and Southern Mortgage Corporation

which is organized and existing under the laws of Florida  
address is P.O. Box 656, Tucker, GA 30085-0656

, and whose

("Lender"). Borrower owes Lender the principal sum of

Seventy Thousand Sixty Five and 00/100  
Dollars (U.S. \$ 70,065.00)

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See Exhibit "A" attached

which has the address of 18 Arlington Drive Lugoff  
South Carolina 29078 [Street] [City]  
[Zip Code] ("Property Address");

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*Yarrowson & Peabody, Attys.  
Squires Place Suite 202  
9357 Two Notch Rd.  
Columbia SC 29223*

*Mailed 1/14/91  
7/20/98  
62501*

*pg 80  
pg 71  
a55n BK 676  
a55n BK 1013*

*For Assignment See Pt. 5, Pg 150*

EXHIBIT-N

# NEW YORK STATE

*Andrew P. Fico*  
Commissioner of Motor Vehicles



## DRIVER LICENSE

ID: 500 379 580 CLASS D

SPRINGER  
ELLEN, R  
14721 109TH AVE  
JAMAICA NY 11436

DOB: 02-20-35  
SEX: F EYES: BK HT: 5-02  
NONE

ISSUED 02-28-13

07GA008809