

SOUTH CAROLINA COURT OF APPEALS
PICKENS COUNTY
(Court Level and Jurisdiction)

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SC Court of Appeals

**Maria E Ferguson (Sole Proprietor); The M
Ferguson Group LLC; The M. Ferguson Group
LLC**

Case No. 2020-CP-39-00480
(Case I.D. Number)

Plaintiff

-vs-

**World Business Lenders LLC, WBL SPO II,
LLC, Representatives and Associates, and Alba
Property Development, LLC**

Defendants

AFFIDAVIT

I, Maria Elena Ferguson, of Easley, in Pickens County, South Carolina, MAKE OATH AND SAY THAT:

1. I, Maria Elena Ferguson, am stating that I am the Owner, Single Member and Sole Proprietor of The M Ferguson Group LLC that was created and established in Easley, South Carolina that is Located at my personal residence of 103 Woodland Circle, Easley, South Carolina 29640. On October 18, 2024, a foreclosure judgement was ruled in favor for the Defendants, World Business Lenders a/k/a WBL

SPO II, LLC, against The M Ferguson Group, LLC that used my marital home as collateral. I believe there are relative factors and details discovered after the fact that shall be listed, but not limited to, that lead to this ruling that could deem this court's decision as potentially premature and decided in error.

2. My spouse, Christopher Pettross' argument was heard after the ruling and stated relative facts that can argue the actual legitimacy of this entire contract and deem it invalid, unenforceable, uncollectable and potentially show actions taken by the Defendant(s) could be possibly considered criminal, in the eyes of the courts, that may lead to potential charges of various levels and degrees.
 3. Points stated and shown in evidence, provided by the Defendant(s), also indicate the deliberate lack of vital information and facts that could show acts made by the Defendant(s) are deemed Unconscionable, by creating an excessive and favorable outcome for the Defendant(s) by creating terms and circumstances specifically designed to fail the borrower almost immediately without their knowledge within the first 14 business days after funds were allegedly dispersed electronically. A company named, Shore Lending, is affiliated with creating opportunities for WBL SPO II LLC; World Business Lenders, LLC, then an entity named, Alba Property Development, LLC is listed for the principal amount of \$73,000.00, adding other fees, prepayment premiums and all other monies the decided without my knowledge nor consent. I had no knowledge the company existed until I read the only contract sent which is entered as redacted evidence.
 4. 1. All valid contracts require an offer and an acceptance. Without an offer (of terms) and an acceptance (of those terms), there is no contract. There were a minimal of Three (3) separate closings, with Three (3) separate variations and amendments made with only Two (2) Closing Attorneys involved and individually present at separate times and locations that I met them at. The Defendants (s) informed me that I did not need a closing attorney, due to them providing one to represent both sides.
 5. (a) The first (1st) closing attorney ask me to meet him at the Captain Kimberly Hampton Memorial Library, located at approximately 304 Biltmore Rd, Easley, SC 29640. He showed with a contract that consisted of an unknown number of pages. The only reference that I have to go by is the 54 pages of evidence that was submitted for the September 11, 2024, hearing that indicated a minimal of over 216 pages that potentially existed at that time. He did express his concerns and recommendations. The entire event lasted approximately under 1 hour and I was not left with a copy of anything, nor was I provided with details of payments and stipulations. I was left with the
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- impression that the defendant(s) would send me my copy. I never received it even after repeated attempts made in numerous forms requesting it.
6. (b) The second (2nd) closing attorney contacted me and asked me to meet him at the former Truist (SunTrust) banking branch located at approximately, 201 E. 1st Ave, Easley, SC, 29640. He informed me that he had received a call from the Defendant(s) the day of, being retained solely for this signing, to be present for the amended contract that I was still unaware of the details and terms of acceptance. He admitted that he did not have the time to go over the contents of the contract and to just sign in specific indicated places. There were no indications of what specifically had been altered that warranted the second (2nd) signing, nor the reason(s) why there was a new attorney that did not have the prior knowledge the former one had that showed concern. I am under the impression that this attorney was not aware of the prior attorney and signing. This also lasted approximately under 1 hour. Once again, I was not given a payment plan, nor a copy of the agreement and left with the impression that the defendant(s) would send it to me. Once again, they never did.
 7. (c) I was contacted by the Defendant(s) a third (3rd) time to sign another contract due to errors/corrections/ amendments but was informed there was no need for a closing attorney due to small changes and the time constraints to finish so funds could be released by the end of business day. I signed online entrusting the legitimacy and urgency that had been created. This signing took place at my home of 103 Woodland Circle, Easley South Carolina 29640. As of 11/14/2024, I still cannot account for the total amounts the Defendant(s) claim to have paid me. I still have never been shown, nor provided an unredacted repayment plans, nor exact details that my alleged signature has been used as the final copy, nor the Notary used. I do not think the evidence provided to the courts as evidence is fully authenticated and deemed as all original copies that Both parties have agreed to.
 8. (d) On page 42 and page 44, EXHIBIT B provided by the Defendant(s). It shows on page 216 a signature of my name, but it does not match my signature. On page 217 shows another handwritten alteration made without my knowledge. There are also pages that appeared to not be of the original contracts shown. These handwritten changes were not made in my presence and made without my knowledge or consent.
 9. (e) Since the Third (3rd) signing of the amended contract was signed at my home without the presence of an attorney, nor a Notary of the Public present. The Defendants "Invalidated" their own contract signed and dated on 2/20/2020 the second they altered the agreement.
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10. WBL SPO II, LLC; World Business Lenders, LLC are Foreign based companies listed around the world. They can truly only be referred to as the Defendant(s), due to no longer knowing who is actually involved with any type of contracts created on this soil or a foreign soil. After the Second (2nd) Signing, I no longer had any physical contact with any person's pertaining to the legitimacy of this contract they are trying to enforce. This is simply due to the deliberate acts of misrepresentation consisting of false facts and implying any agreement made with Me and/or The M Ferguson Group, LLC. A so called, "Meeting of the Minds" no longer existed once vague information was exchanged and presented as this contract in dispute, then altered and presented once again, just to be altered once again but without an attorney present. After the Third (3rd) signing in my home, the Defendant(s) had my signature secured on the internet and could alter any contract they chose without my knowledge nor consent. This is why neither attorney could/would provide me with a copy of the contract for my own records, nor would the Defendant(s) send me the copy as promised. This why the Defendant(s) did not exchange a certified cashier's check for the funds in dispute at closing with either attorney. They chose to deposit funds Electronically into my account(s) at their discretion without notice. This act committed, did not allow me the opportunity to refuse, dispute and void the agreement I was under the impression of with the paperwork I originally signed. They deliberately prevented me from seeing anything shown and stated on the original contracts signed in the presence of Attorneys. The committed these acts to maintain full and favorable control to freely change and alter at their discretion the contents of whatever new variations of their sole choosing.
11. After the Defendant(s) acquired the only physical existence of either contracts signed with the only potential terms I was under with a vague impression of at those specific moments. They now have acquired 100% control of the entire contract, its true contents, my signatures and online banking information. The Defendant(s) terms became excessively favorable on their behalf, it leaves them with complete discretion to change/alter the terms or any other prior agreement at their free will without informing me and gaining my mutual consent of agreement or giving me the legal opportunity to dispute and/or reject or counteroffer. The Defendant(s) now control and decide when and for how much they choose to electronically deposit funds, regardless of what may have been signed at the original time of a mutual agreement with legal counsel present. This excessive form of advantage and alteration was provided on September 11, 2024, in court when the Defendant(s) counsel stated for the record that "I had made 6 months of perfect payments then stopped.". Then the deliberate alteration that resulted with an inaccuracy was stated and able to be verified on October 18, 2024, when my spouse, Christopher Pettross informed your Honor and counsel that the evidence
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- provided contradicted that exact statement after stating the loan was considered in default approximately 13 days after the original signing of their own contract dated and notarized on 2/20/2020.
12. The Defendant(s) have created and engineered a financial loan model designed to specifically fail the client almost immediately. This Unconscionable Act has created the Predatory Lending advantage that allows the Defendant(s) to foreclose on their victim(s) homes for extreme costs below property value, regardless of which year, and in EXHIBIT A, page 9(d) states that interest shall be governed by the laws of the State of the Borrower. What has been researched and for the State of South Carolina and their various locations in the US. Indications show they are potentially violating Usury Laws set limits which makes several acts criminal.
 13. The Defendant(s) negotiated and dismissed a case with prejudice that includes an undisclosed settlement amount with the original Plaintiff(s), Neil Pfeiffer and Paulette Pfeiffer, who originated an initial lawsuit placed against the 103 Woodland Circle that involved a financial dispute with the sole owners of the property, Don Culff (Deceased) and Dina Culff (Deceased), along with the variations of their companies they had formed prior. The homes was in Maria Elena Ferguson and Christopher Pettross' names since 2009 and was in the process of finalizing the sale after all the renovations made exceeded the amounts originally negotiated with the sole owners, Don and Dina Culff whom are now both deceased. This placed the Defendant(s) in advantageous position that enabled them to place any type of liens and/or foreclosures in the amounts of their choosing without any other parties' involvement that potentially had a financial interest in the property they would have to produce evidence to.
 14. It has been stated, but not verbatim, in an appeal filed on October 17, 2024, to the same Court, by my spouse and domestic partner since 2003, Christopher Pettross, that the lack of communication, involvement, statuses, updates, including the promotion to Master of Equity in 2023, was our representation Adam Lambert. He was retained, in good faith, to represent Me, The M Ferguson Group LLC and Christopher Pettross to the best of his ability that he swore an oath to but failed to follow by. It is believed that the practices potentially committed were unethical, that may also fall under Attorney Malpractice. Once again, these actions potentially committed by Mr. Lambert, only placed the Defendant(s) in an excessive and favorable position to proceed with their egregious and malicious misconduct. If a jury agrees with these findings, they may find grounds to invalidate the contract in its entirety and possibly find grounds to award punitive damages for the financial strain
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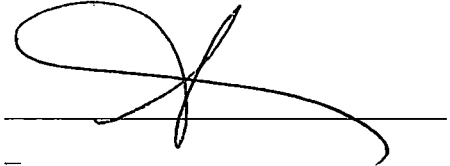
intentionally created for The M Ferguson Group LLC and myself and family, in an amount at their discretion.

15. If it is deemed that the Defendant(s) did create and conduct any type of illegal and fraudulent acts involving this property against The M Ferguson Group LLC, myself and family. Any acts including, but not limited to, being subjected to predatory lending with an open-ended opportunity to collect, examine and present more evidence as it may become available through discovery and other facts that may surface. I would like to ask that the court that if this contract is not deemed invalid and unenforceable, that the opportunity for a jury trial be granted in this matter.
 16. I would also like to request to the courts that since I reside in Easley, South Carolina, the original contract and all physical conduct was established and conducted in Easley, South Carolina. That this case shall remain and be judged in Easley, South Carolina. If, under the circumstances, that if it is deemed by Me, The M Ferguson Group LLC and/or Christopher Pettross that any type of local prejudice may be involved due to the circumstances that potentially occurred by our former Attorney Adam Lambert that potentially may taint a fair and biased ruling. That I may request a change of venue and a new jury trial to ensure a fair and biased trial.
 17. If the Jury should find the Defendant(s) contract to be deemed Invalid and Unenforceable. I would like to ask the Jury to consider their decisions to be ruled with Prejudice. I also would like to ask the Jury on behalf of The M Ferguson Group LLC, Myself and family that the Defendant(s) shall be held liable for all attorney fees, court costs and other fees involved. I would also like to ask the Jury on behalf of The M Ferguson Group LLC and myself that the Jury would consider awarding punitive damages against the Defendant(s) that the Jury shall decide in the amount(s) of.
 18. If the Jury should reject my pleadings or rule in favor of the Defendant(s), the ruling shall be made Without Prejudice and leave any future opportunities to reopen this case beginning January 1, 2019 or the original date(s) of first contact with any person(s) or business entities that has had any verifiable type of contact with the Defendant(s), including parallel cases that could be considered connected from past, present and potential future cases that directly affected the course of this case. All evidence deemed authentic to any legitimate degree by the courts, shall be deemed admissible.
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STATE OF SOUTH CAROLINA


COUNTY OF PICKENS

SUBSCRIBED AND SWORN TO BEFORE ME,
on the 15 day of November,
2024



(Signature)

Maria Elena Ferguson

Signature 

(Seal)

NOTARY PUBLIC

My Commission expires:

10/03/2033

MASON GOSSETT
Notary Public-State of South Carolina
My Commission Expires
October 03, 2033