

In this 13th year of the 2nd millennium, ~14th day of the 8th Lunar Cycle(October) aka 10/14/2013.

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM GREENVILLE COUNTY
Court of Common Pleas

D. Garrison Hill, Circuit Court Judge

CASE NO.: 2012-CP-23-6148/6149
Appellate Case No.: 2013-001488

RECEIVED

OCT 17 2013

S.C. SUPREME COURT

SUNTRUST BANK,

Respondent,

Vs.

BILAL ABDULLAH AND LATOYA ABDULLAH.

Appellate(s)

PETITION FOR REHEARING AND REDRESS OF GRIEVANCES

***AFFIDAVIT OF FACTS/LEGAL NOTICE OF DEPRIVATION OF RIGHTS UNDER
COLOR OF LAW**

COMES NOW, We, *Al-Bilal and LaToya Abdullah*, in Propria Persona, Ex Rel., BILAL and LATOYA ABDULLAH appearing '*Specially*' not '*Generally*' under Threat, DURESS and Coercion; state and Publish For the Record, a 'Declaration of Status': We are In Full Life; and NOT A CORPORATE PERSON NOR A COLLECTIVE ENTITY; Asserting and Affirming Substantive Rights secured by All Treaties and the United States Constitution, the Highest and most Supreme Law of the Land, *specific but not limited to* the Bill of Rights – Amendments IV, V, VI, VII, VIII, IX and X: All Rights Reserved, Without Prejudice.(See U.C.C. 1-308 authorized in South Carolina by S.C. Code Ann. 36-1-207 and U.C.C. 1-103 authorized in South Carolina by S.C. Code Ann. 36-1-103).

We are in receipt of your instrument dated October 4, 2013 signed by Judge Jasper M. Cureton regarding your following response to dismiss this case: "Appellants to pay the filling fee within fifteen days of the date of the order. The filing fee has not been paid."; as indicated herein, Petitioner moves the court **declaring NULL and VOID** on its face and merits, All

UNCONSTITUTIONAL ORDERS(Exhibits A, B, and C) made in Excess of Jurisdiction, under Color of Authority to be 'Dismissed', 'Abated' and 'Expunged' from the Record: to issue an order Redressing grievances of DAMAGES from performed acts that Threatens the Liberty, Property and Pursuit of Happiness of the accused; as a direct result from the presumed Violations of DUE PROCESS, Violations of the Rules of Court and the UNCONSTITUTIONAL Restraint of my Liberty, pursuant to the Bill of Rights: Amendment(s) 1, 4, 7 and 9 and Article I Section(s) 1, 2, 4, 9, 10, and 18 of the S.C. Const. (2012); together with such other and further relief as the Court may deem reasonable and just under the circumstances.

FURTHERMORE, Being that the Court issued an order to deny our RIGHT to proceed in forma pauperis, then a "Petition for Writ of Error and Redress of Grievances"(Exhibit D) was presented but not honored; **is there ANY Obedient Humble PUBLIC SERVANTS?** The existence of such rights is matters governed by substantive law by rightful due process. **Legal Maxim: "Courts are for the people to command the power of the State."**

The U.S. Supreme Court has ruled that a natural individual entitled to relief is entitled to free access to its judicial tribunals and public offices in every State. Crandall v. Nevada, 73 US (6 Wall) 35.

In Ex Parte: Martin v. State, 321 S.C. 533, 471 S.E.2d 134 (1995), The supreme court held: "In the absence of a statutory provision allowing the general waiver of filing fees, we conclude motions to proceed in forma pauperis may only be granted where specifically authorized by statute or required by constitutional provisions." Id. at 535, 471 S.E.2d at 134-35 (citations omitted); also see Boddie v. Connecticut, 401 U.S. 371, 91 S.Ct. 780, 28 L.Ed.2d 113 (1971).

In support for the Legal Notice being that I am NOT in receipt of any rebuttals of allegations; *1 Pet. 1:25; Heb. 6:13-15. **Legal maxim: "He who does not deny, admits."** Any unrefuted allegations in an appeal stand as the truth and is **Prima Facie Evidence. [A DUTY of the Court]**; I state for the record: In an effort to settle this matter in the most efficient manner possible, I can accept your order to deny my appeal and counterclaim upon providing proof of claim(written opinion) of all the following conditions:

1. the court is not denying me equal protection of the laws? *"If any question of fact or liability be conclusively presumed against him, this is not due process of law, Zeigler v. Railroad Co., 58 Ala. 599."*
2. the court not acknowledging general material issues presented to the court on record and verbally in court, did not perform acts to deter by force, **intimidation**, or threat further causing harm to my case pursuant to **42 U.S.C. §1985 and 42 U.S.C. §1986?**
3. the courts and/or its assigns are not in violation of their specific performance obligations by not upholding the Constitution and not abiding by the rules of

- court(i.e. discovery rules and others), even after notifications of such? See US Const. Article VI, S.C. Code Ann. § 19-3-120 (2012) and UCC 8-102(6).
4. the ORDERED statement of “Appellants to pay the filing fee within fifteen days of the date of the order. The filing fee has not been paid.”; is not a denial of DUE PROCESS, showing access to the court is for sale?
 5. the court has not overlooked or misapprehended ‘general material issues’ presented to the court, in its decision to grant summary judgment attempting to deny Appellant of Substantial Rights for redress under color of law violating 18 USC §§241; 242 and 1346 as well as S.C. Const.(2012) Article 1 Sections 1, 2, and 3?
 6. the appealed orders are not impairing the obligations of contracts in violation of US Const. ‘Article 1 Section 10’ as well as S.C. Const.(2012) Article 1 Section 4?
 7. the lawyer Sheila M. Bias did not attempt to mislead the court by attempting to hold pro per litigant to perfect the appeal? See Haines v. Kerner 92 S. Ct. 594 (1972), also See Powell v. Lennon 914 F2d 1459 (11th Cir. 1990), Hulsey v. Ownes 63 F3d 354 (5th Cir 1995) and In Re: HALL v. BELLMON 935 F.2d 1106 (10th Cir. 1991).
 8. the lawyer Sheila M. Bias did not attempt to defraud the court by ignoring the rules on ordering of the transcript from the appellants? See Rule 208(a)(1), SCACR -“Within thirty (30) days after receiving the transcript or, if no transcript is ordered,”.

Notice is hereby given that the contract is void ab initio, or *we can accept your offer of alleged breach of contract* on the following conditions:

1. The alleged contract is not governed by Federal and Florida law(see highlight on contract) *Exhibit E?*
2. the respondent did not receive a remedy *in private* according to UCC 3-603(b), negotiable instrument as described in UCC 3-104? See Exhibit F; also see UCC 8-102(6), and 1-202.

The constitutional requirement of due process and the safeguarding of the liberty of the citizen against deprivation through the action of a state embodies the fundamental conceptions of justice which lie at the base of the civil and political institutions in the United States. Mooney v. Holohan, 294 U.S. 103, 55 S. Ct. 340, 79 L. Ed. 791 (1935).

All responses are timely and are in compliance within rules of the court. See *Federal Rules of App. P. Rule 26(a)(4)(C), also Rule 263, SCACR*. The appeal showing where the lower court erred granting summary judgment is presented within all the documents **ON RECORD**. Further

statements by the Respondent shows their attempt to stultify the court and present barratry.
Respondent statements:

1. "The Certificate of Service for the Return to the Motion to Dismiss is not dated"
2. "There is a date indicating the document was written on September 25, 2013" (see *Exhibit G*, showing a date on under Certificate of Service where it is signed and notarized.)
3. "Appellants fail to perfect their appeal"

"In cases in which the burden of proof is the preponderance of the evidence, "the non-moving party is only required to submit a mere scintilla of evidence to withstand a motion for summary judgment."'" *Hancock v Mid-South Management Co., Inc.*, 381 S.C. 326, 331 673 S.E.2d 326, 327 (2009). The scintilla of evidence standard is met "if there is any evidence at all in a case ... tending to support a material issue" Henry C. Black, Black's Law Dictionary 1207 (5th ed. 1979) (emphasis added).

"As the Court unanimously held in *Haines v. Kerner*, 404 U.S. 519 [92 S.Ct. 594, 30 L.Ed.2d 652] (1972), a pro se complaint, 'however inartfully pleaded,' must be held to 'less stringent standards than formal pleadings drafted by lawyers' and can only be dismissed for failure to state a claim if it appears 'beyond doubt that the plaintiff can prove no set of facts in support of his claim which would entitle him to relief.' Id., at 520-521 [92 S.Ct., at 595-596] quoting *Conley v. Gibson*, 355 U.S. 41, 45-46 [78 S.Ct. 99, 101-102, 2 L.Ed.2d 80] (1957).", also See *Powell v. Lennon* 914 F2d 1459 (11th Cir. 1990), *Hulsey v. Ownes* 63 F3d 354 (5th Cir 1995); and In Re: *HALL v. BELLMON* 935 F.2d 1106 (10th Cir. 1991)."

{***NOTE: The ACT OF/Exercise of Standing up for OUR RIGHTS shall NOT be Converted into a crime(i.e. sanction) nor Construed as Practicing Law. I ONLY Study and Practice UPHOLDING GOD's LAWS referred to as INALIENABLE RIGHTS!} I am not licensed in this state and/or this state's bar, but I am NOT practicing any state law! See S.C. Const.(2012) Art. 1 SECTION 1 "Political power in people.— All political power is vested in and derived from the people only. The enunciation herein of certain rights shall not be construed to deny or impair others retained by the people.; It's OK to practice God's law without a license, Luke 11:52, God's Law was here first! "There is a higher loyalty than loyalty to this country, loyalty to God" U.S. v. Seeger, 380 U.S. 163, 172, 85 S. Ct. 850, 13 L. Ed. 2d 733 (1965); "The practice of law cannot be licensed by any state/State. Schware v. Board of Examiners, *United States Reports* 353 U.S. pgs. 238, 239. In Sims v. Aherns, 271 S.W. 720 (1925) "The practice of law is an occupation of common right."; Title 42 U.S.C. Sec. 1983, Wood v. Breier, 54 F.R.D. 7, 10-11 (E.D. Wis. 1972). Frankenhauser v. Rizzo, 59 F.R.D. 339 (E.D. Pa. 1973). "Each citizen acts as a private attorney general who 'takes on the mantle of sovereign',"

The constitutional requirement of due process and the safeguarding of the liberty of the citizen against deprivation through the action of a state embodies the fundamental

conceptions of justice which lie at the base of the civil and political institutions in the United States. Mooney v. Holohan, 294 U.S. 103, 55 S.Ct. 340, 79 L.Ed. 791 (1935).

That actionable cause is the treatment of a non-lawyer pro se litigant as a distinct "class-based subject" of the Court, wherein denial of equal protection of the laws and denial of due process was clearly the product of bias and prejudice of the Court. See Griffen v. Breckenridge, 403 U.S. 88, 102 (1971).

Where rights secured by the Constitution are involved, there can be no rule-making or legislation, which would abrogate them. Miranda v. Arizona 384 US 436, 125.

Legal maxim: "Equality is equity."

Legal maxim: "An act of the court shall oppress no one"

Petitioner Reserves ALL Inalienable RIGHTS afforded under the **Bill of Rights**, the **Universal Declaration of Human Rights**, the **Organic Constitution for the United States of America** and the **Organic Constitution for the State of South Carolina** without Prejudice.

I declare UNDER PENALTY OF PERJURY within the laws of the UNITED STATES CODES that the information herein is true and correct to the best of my own personal knowledge and honorable intent; and presented as Evidence 'for the record'. I furthermore state that I am reserving my right to 'Present' own 'Proper Self' by Sovereign Right, and Affirmed to the best of my knowledge and belief. *So Help Me God Allah(SWT)!*

WHEREFORE; based upon the **forementioned grounds** and **Authorities** presented herein, Petitioner demands **All UNCONSTITUTIONAL** (misrepresented) Bills of Exchange: ORDERS made in excess of jurisdiction and/or under Color of Authority to be 'Dismissed', 'Abated' and expunged from the Record; being null on its face and merits, and *moves this Honorable Court and prays for an Order adjudging the Respondent(s) liable for the suffered damages to Appellant redressing One Hundred Thousand U.S. Dollars in lawful money pursuant to 18 USC §3571 and 42 USC §1983: DUE IMMEDIATELY for Remedy, Maintenance and Cure without sale, denial or delay: and to Redress the grievances from the presumed Violations of DUE PROCESS, Violations of the Rules of Court and the UNCONSTITUTIONAL Restraint of my Liberty, pursuant to the Bill of Rights: Amendment(s) 1, 4 and 9 and Article I Section(s) 1, 2, 4, 9, 10, and 18 of the S.C. Const. (2012)*; together with such other and further relief as the Court may deem reasonable and just under the circumstances. The existence of such rights is a matter governed by substantive law. By rightful due process, I submit this 'Legal Notice' as Evidence and demand that it be processed as it was originally intended, without tampering by any unauthorized persons. ***A response is required within ten (10) days upon receipt, responding on a point-by-point basis.

Notice to Agent is Notice to Principal. Notice to Principal is Notice to Agent.

CERTIFICATE OF SERVICE

UNDER PENALTY OF PERJURY within the law of the UNITED STATES CODES, I
HEREBY CERTIFY that a true and correct copy will be furnished by U.S. mail delivery to:
South Carolina Supreme Court Clerk, Post Office Box 11330, Columbia, South, Carolina
29211; **Paul B. Wickensimer, Greenville County Clerk of the Court**, Courthouse, 305 E
North Street, Greenville, SC 29601; **Sheila M. Bias- Richardson Plowden & Robinson, P.A.**,
P.O Drawer 7788, Columbia, SC 29202; **State of South Carolina Attorney General, The
Honorable Alan Wilson**, Rembert Dennis Building, 1000 Assembly Street Room 519,
Columbia, South Carolina 29211; **the United States Department of Justice - United States
Attorney General**, 950 Pennsylvania Ave., N.W., Washington, D. C. 20530-0001; and **South
Carolina Secretary of State**, 1205 Pendleton Street, Suite 525, Columbia, South Carolina 29201

I Am: Bilal Abdullah

Bilal Abdullah, Ex Relatione BILAL ABDULLAH
Non-Assumpsit – All Rights Reserved, Without Prejudice:
c/o 7 Landing Lane
Simpsonville non-domestic near (29681)-9999
South Carolina united States of America

IN THE NAME OF THE ALMIGHTY!!!

NOTARY PUBLIC

In the State of **South Carolina**, County of **Greenville**

BEFORE ME personally appeared **Al-Bilal Nashid Abdullah**, affirmed and subscribed in my
presence this 14th day of October, 2013

Alfred W. Jones
Notary Public

Personally Known _____ OR Produced Identification ✓ - Type Produced: _____

My Commission Expires
August 1, 2018

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED CLERK OF COURT
GREENVILLE CO. S.C.
PAUL B. WICKENSIMER

THE COURT OF COMMON PLEAS

SUNTRUST BANK

2013 MAY 30 A 11: 15

C/A NO: 12-CP-23-6148

Plaintiff

ORDER GRANTING SUMMARY
JUDGMENT

v

Bilal Abdullah,
Latoya Abdullah,
Defendants.

THIS MATTER came before the Court on May 30, 2013 upon a Notice of Motion and Motion for Summary Judgment Pursuant to Rule 56 of the South Carolina Rules of Civil Procedure by Plaintiff Suntrust Bank. Appearing for the Plaintiff, was Charles J. Webb, Esquire, of Richardson Plowden & Robinson, P.A. The Defendants, Bilal Abdullah and Latoya Abdullah, Pro Se, was present at the hearing but failed to present any meritorious defenses.

The Plaintiff filed its Summons and Complaint in GREENVILLE County on September 24, 2012, as a collection action on a verified statement of account. The Defendants answered the Summons and Complaint on December 3, 2012. The Plaintiff submitted a summary judgment motion supported by the affidavit of an Authorized Representative of Suntrust Bank. The Defendants offered no response to the summary judgment motion or the affidavit the Authorized Representative. "[T]he opposing party may not rest upon the mere allegations or denials of his pleading, but his response, ... must set forth specific facts showing that there is a genuine issue for trial." *Midland Mutual Life Ins. v. Harrell*, 331 S.C. 394, 503 S.E.2d 189, 190-191 (Ct. App. 1998). By failing to respond the Defendants have failed to set forth specific facts showing that there is a genuine issue for trial. Therefore, Summary Judgment is proper under SCRCF Rule 56.

The evidence before the court shows that there is due and owing to the Plaintiff the amount of \$50,086.85. The Defendants have presented no evidence to contest these facts.

The Court finds that there are no genuine issues of material fact which exist, that the Defendants have raised no meritorious defenses to the Complaint and therefore, Plaintiff is entitled to Summary Judgment against the Defendants, Bilal Abdullah and Latoya Abdullah.

THEREFORE, IT IS ORDERED THAT the Plaintiff's Motion for Summary Judgment be granted and Judgment entered in favor of Suntrust Bank as follows against the Defendants, Bilal Abdullah and Latoya Abdullah.

Amount Due	\$50,086.85
Pre-judgment Interest	0.00
Costs	215.00
Other	0.00
TOTAL	<u>\$50301.85</u>

AND IT IS SO ORDERED.

5/30, 2013

[Signature]
The Honorable D. Garrison Hill

Circuit Court

A Certified Copy

Paul B. Williams
Clerk of Court C.P. & G.S.

Greenville County, SC

Dated 5/30/13

The South Carolina Court of Appeals

Suntrust Bank, Respondent,

v.

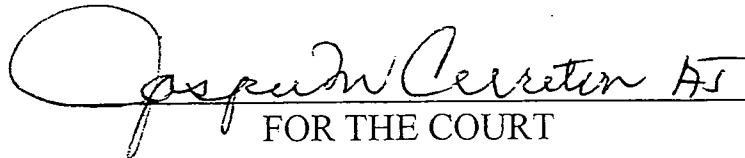
Bilal Abdullah and Latoya Abdullah, Appellants.

Appellate Case No. 2013-001488

ORDER

The motion to proceed *in forma pauperis* is denied pursuant to *Ex parte Martin*, 321 S.C. 533, 471 S.E.2d 134 (1995). The filing fee must be paid within fifteen days of the date of this order.

Furthermore, Respondent's motion for an extension to serve and file Respondent's initial brief and designation of matter is granted.

 AS
FOR THE COURT

Columbia, South Carolina

cc:

Bilal Abdullah

Latoya Abdullah

S. Nelson Weston, Jr.

Adam S. Tesh

FILED

August 29, 2013 *lac*

The South Carolina Court of Appeals

Suntrust Bank, Respondent,

v.

Bilal Abdullah and Latoya Abdullah, Appellants.

Appellate Case No. 2013-001488

ORDER

On August 29, 2013, this Court denied Appellant Bilal Abdullah's request to proceed *in forma pauperis*. This Court ordered Appellants to pay the filing fee within fifteen days of the date of the order. The filing fee has not been paid. Respondent has now filed a motion to dismiss. After careful consideration, Respondent's motion is granted and this appeal is dismissed.


FOR THE COURT

Columbia, South Carolina

cc:

Bilal Abdullah

Latoya Abdullah

S. Nelson Weston, Jr.

Adam S. Tesh

Sheila Marlouvon Bias

FILED
10/4/13

In this 13th year of the 2nd millennium, ~2nd day of the 3rd Lunar Cycle(September) aka 09/02/2013.

THE STATE OF SOUTH CAROLINA
In The Court of Appeals
APPEAL FROM GREENVILLE COUNTY
Court of Common Pleas

Appellate Case No. 2013-001488

SUNTRUST BANK,

Respondent,

Vs.

BILAL ABDULLAH AND LATOYA ABDULLAH.

Appellate(s)

VERIFIED PETITION FOR WRIT OF ERROR and REDRESS OF GRIEVANCES

***DEMAND TO PROCEED IN FORMA PAUPERIS**

***NOTICE OF COMPLIANCE WITH SECTION 15-53-80 SOUTH CAROLINA CODE OF LAWS(2012)**

**For Service of Process to: ALL PUBLIC SERVANTS/OFFICERS
As Under Constitutional Oath
As Prima Facie Evidence for specific performance**

COMES NOW, **Al-Bilal Nashid Abdullah** petitions this Court and hereby gives notice of compliance with respect to the **constitutional challenge** brought pursuant to "*Ex parte Martin*, 321 s.c. 533, 471 s.e.2D 134(1995)" as specified in your Order dated THURSDAY, AUGUST 29, 2013 and FOR THE RECORD, *I am not an inmate.*

In response the presumed VIOLATIONS of Due Process, Substantive and, Fundamental Rights secured by the *United States Constitution* and the Constitution(Common Law) of the several STATES; We submit this Petition, *being an enjoyment and exercise of Our unconditional and Constitutionally - Secured Rights to timely and speedily enforce Due Process of Law.*

U.S. Const. Article VI, Clause 2 – "*This Constitution, and the Laws of the United States which shall be made in Pursuance thereof; and all Treaties made, or which shall be made, under the Authority of the United States, shall be the supreme Law of the Land; and the Judges in every State shall be bound thereby, any Thing in the Constitution or the Laws of any State to the Contrary notwithstanding.*"

S. C. Const.(2012) Art. 1 SECTION 2; Religious freedom; freedom of speech; right of assembly and petition.— "The General Assembly shall make no law respecting an establishment of religion or prohibiting the free exercise thereof, or abridging the freedom of speech or of the press; or the right of the people *peaceably* to assemble and to petition the government or any department thereof for a redress of grievances."

S. C. Const.(2012) Art. 1 SECTION 9; "Court; speedy remedy.— "All courts shall be public, and every person shall have speedy remedy therein for wrongs sustained."

The U.S. Supreme Court has ruled that a natural individual entitled to relief is entitled to free access to its judicial tribunals and public offices in every State. Crandall v. Nevada, 73 US (6 Wall) 35.

Also see the following STATE Constitutions which declares the right and justice administered without sale, denial, or delay: Colorado Constitution Art 2 § 6; Connecticut Constitution Art 1 § 10; Delaware Constitution Art 1 § 9; Florida Const. Art 1 § 21; Idaho Const. art 1 § 18; Indiana Const. art 1 § 12; Kansas Const. Bill of Rights § 18; Kentucky Const. § 14; Louisiana Const. art 1 § 22; Maine Const. art 1 § 19 and § 20; Maryland Const. Declaration of Rights art 19; Massachusetts Const. art XI; Minnesota Const Art 1 § 8; Montana Const. Art. II § 16; Nebraska Const. Art 1 § 13; New Hampshire Const Bill of Rights § 14; North Carolina Const. Art 1 § 18('favor' per definition includes sale, etc.); North Dakota Const. Art. 1 § 16; Ohio Const 1.16; Oregon Const. Art. 1 § 10; Pennsylvania Const. Art. 1 § 11; Rhode Island Const. Art 1 § 5; South Dakota Const. Art VI § 20; Tennessee Const. Art 1 § 17; Utah Const. Art. 1 § 11; Vermont Const. Ch. 1 Art. 4; Washington Const. Art. 1 § 10; West Virginia Const. Art. III § 17 and Wyoming Const Art 1 § 8: pursuant to SC Code § 19-3-120 (2012); "Every court of this State shall take judicial notice of the common law and statutes of every state, territory and other jurisdiction of the United States when such common law or statutes shall have been put in issue by the pleadings."

In Ex Parte: Martin v. State, 321 S.C. 533, 471 S.E.2d 134 (1995), The supreme court held: "In the absence of a statutory provision allowing the general waiver of filing fees, we conclude motions to proceed in forma pauperis may only be granted where specifically authorized by statute or required by constitutional provisions." Id. at 535, 471 S.E.2d at 134-35 (citations omitted); also see Boddie v. Connecticut, 401 U.S. 371, 91 S.Ct. 780, 28 L.Ed.2d 113 (1971).

*The fees/costs(to SALE) and acts imposed seems to reduce an individual's constitutionally guaranteed right of access to the courts PEACEABLY(avoiding contentious situations) for the redress of any injury and to the administration of justice, to something other than the individual right that it is. Pursuant to these fundamental rights access to the court should be allowed. See Boddie, 401 U.S. at 377. The existences of such fundamental rights are matters governed by substantive law by rightful due process. "Potentially, any deprivation of personal liberty can be tested by habeas corpus," and it often is called the "great writ." **Legal Maxim: "Courts are for the people to command the power of the State."***

In an effort to settle this matter in the most efficient manner possible, I can accept your offer/order upon providing proof of claim(written opinion) of all the following conditions:

- 1. The requested "COURT FEES" are not an attempt to 'DENY' the People their Rights of Access to the Court for administered justice?*
- 2. The requested "COURT FEES" are not an attempt to 'DELAY' the People their Rights to Access the Court for administration of justice?*
- 3. The requested "COURT FEES" are not an attempt to breach the Peoples peaceable right to Petition the Court.*
- 4. The requested "COURT FEES" are not an indication to the People their Rights to Access the Court for administered justice is 'FOR SALE'?*

Legal maxim: "Unjust is State power where the law is either uncertain or unknown."

The constitutional requirement of due process and the safeguarding of the liberty of the citizen against deprivation through the action of a state embodies the fundamental conceptions of justice which lie at the base of the civil and political institutions in the United States. Mooney v. Holohan, 294 U.S. 103, 55 S.Ct. 340, 79 L.Ed. 791 (1935).

The right to be free from unlawful detention has been interpreted to mean not only that the government may not deprive a person of liberty without Due Process of Law, but also that a citizen has a right "to be free in the enjoyment of all his faculties; to be free to use them in all lawful ways; to live and work where he will; to earn his living by any lawful calling; and to pursue any livelihood or vocation"

United States Constitution (Bill of Rights) Amendment IX

"The enumeration in the Constitution, of certain rights, shall not be construed to deny or disparage others retained by the people"

S.C. Const.(2012) Art. 1 SECTION 1 *"Political power in people.— All political power is vested in and derived from the people only, therefore, they have the right at all times to modify their form of government.."*

Where rights secured by the Constitution are involved, there can be no rule-making or legislation, which would abrogate them. Miranda v. Arizona 384 US 436, 125.

WHEREFORE; based upon the **aforementioned grounds and Authorities** presented herein, the Petitioner(s) **moves this Honorable Court to enter an Order for Appellants to proceed in forma pauperis** for the presumed Rights of DUE PROCESS and the CONSTITUTIONAL Restraint of my Liberty, Pursuant to U.S. Const. and S.C. Const.(2012): we shall demand to proceed in forma pauperis; by way of infringements upon Our liberties; and for the mental anguish imposed upon us by **being forced under threat, to answer to 'colorable' actions, caused by Agent(s) or persons, who concurred in their 'agreed' actions to cause my private, Divine Rights, Civil Liberties, Pursuit of Happiness, Security of Personalty or Property, etc.; to be infringed upon, confiscated, arrested or restrained in any manner, by any acts, actions, and/or processes that, in any respect, violates the BILL OF RIGHTS or the SOUTH CAROLINA DECLARATION OF RIGHTS.** A plain/fundamental error is often said to be so obvious and substantial that failure to correct it would infringe a party's due-process rights and damage the integrity of the judicial process. See Fed. R. Evid. 103(e). The existence of such rights is a matter governed by substantive law. ***A response is required within ten(10) days upon receipt, responding on a point-by-point basis.

Notice to Agent is Notice to Principal. Notice to Principal is Notice to Agent.

I declare UNDER PENALTY OF PERJURY within the laws of the UNITED STATES CODES that the above is true and correct to the best of my own personal knowledge and honorable intent. **SO HELP ME GOD!!!**

RESPECTFULLY PRESENTED.

CERTIFICATE OF SERVICE

UNDER PENALTY OF PERJURY within the laws of the UNITED STATES CODES, I HEREBY CERTIFY that a true and correct copy will be furnished by hand delivery in court or by U.S. mail delivery to: **Jenny Abbott Kitchings, Clerk of Court, P.O. Box 11629, Columbia, South Carolina 29211; S. Nelson Weston, Jr. - Richardson Plowden & Robinson, P.A., P.O. Drawer 7788, Columbia, South Carolina 29202; State of South Carolina Attorney General, The Honorable Alan Wilson, Rembert Dennis Building, 1000 Assembly Street Room 519, Columbia, South Carolina 29211. South Carolina Secretary of State, 1205 Pendleton Street, Suite 525, Columbia, South Carolina 29201**

I am: Al-Bilal Nashid Abdullah

Al-Bilal Nashid Abdullah, Authorized Representative
Non-Assumpsit – All Rights Reserved, Without Prejudice:

c/o 7 Landing Lane
Simpsonville non-domestic near (29681)-9999
South Carolina united States of America

IN THE NAME OF THE ALMIGHTY!!!

NOTARY PUBLIC

In the State of **South Carolina**, County of **Greenville**

BEFORE ME personally appeared Al-Bilal Nashid Abdullah, affirmed and subscribed in my presence this 7 day of Sept, 20 13.

[Signature]
Notary Public

Personally Known OR Produced Identification ✓ - Type Produced: SCDC



EXHIBIT E

In this 13th year of the 2nd millennium, ~25th day of the 9th Lunar Cycle(September) aka 09/25/2013.

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM GREENVILLE COUNTY
Court of Common Pleas

D. Garrison Hill, Circuit Court Judge

CASE NO.: 2012-CP-23-6148/6149
Appellate Case No.: 2013-001488

SUNTRUST BANK,

Respondent,

Vs.

BILAL ABDULLAH AND LATOYA ABDULLAH,

Appellate(s)

RESPONSE TO RESPONDENTS' MOTION TO DISMISS

For the Record, On the Record, and Let the Record show that We are, *Al-Bilal Nasid Abdullah and LaToya Abdullah* in Propria Persona; *Always Appearing Specially*: being that Petitioner Reserves ALL Rights, WITHOUT PREJUDICE; (see U.C.C. 1-308, 1-103 and 1-203 codified in §§36-1-207, 36-1-103 and 36-1-203, S.C Code Ann. 2012) and states that I retain all of my rights and *Liberties* at all times and in all places: **nunc pro tunc(now for then) from the time of my birth and forevermore. Also, I retain my rights not to be compelled to perform under any contract or commercial agreement that I did not enter knowingly, voluntarily and intentionally. And furthermore, I do not accept the liability of the compelled benefit of any unrevealed contract or commercial agreement. I am not ever subject to silent contracts and have never knowingly or willingly contracted away my sovereignty. *It is presumed that all crimes are commercial by contract only as per 27 CFR §72.11.***

"The trial judge should inform a pro se litigant of the proper procedure for the action he or she is obviously attempting to accomplish." Breck v. Ulmer, 745 P.2d 66, 75 (Alaska 1987).

All requests by the Court have been met within the rules.

In construing a statute, its words must be given their plain and ordinary meaning without resorting to subtle or forced construction to limit or expand the statute's operation. Adkins v. Comcar Industries, Inc., 323 S.C. 409, 475 S.E. 2d 762 (1996).

The burden falls with the Appellants to acquire a transcript and the Appellants move the Court to proceed without the transcript.

The Respondent's excessive requests for extensions to file the reply brief shows further attempt to commit fraud on the court for this frivolous motion and unnecessary delay, pursuant to SCRAP RULE 269. These acts are an attempt to stultify the court and present barratry. Any further attempts by the Respondents are to be presumed ***VIOLATIONS of Due Process, Rules of the Court(s) and Substantive Rights secured by the United States Constitution and South Carolina Constitution***; therefore, We submit this Response, being an enjoyment and exercise of Our unconditional and Constitutionally - Secured Rights to timely and speedily enforce **Due Process of Law**.

"Propria, pleadings are not to be held to the same high standards of perfection as practicing lawyers. See Haines v. Kerner 92 Sct 594, also See Power 914 F2d 1459 (11th Cir1990), also See Hulsey v. Ownes 63 F3d 354 (5th Cir 1995). also See In Re: HALL v. BELLMON 935 F.2d 1106 (10th Cir. 1991)."

United States Constitution (Bill of Rights) Amendment VII

In suits at common law, where the value in controversy shall exceed twenty dollars, the right of trial by jury shall be preserved, and no fact tried by a jury, shall be otherwise reexamined in any court of the United States, than according to the rules of the common law.

Legal maxim: "*Unjust is State power where the law is either uncertain or unknown.*"

Legal maxim: "*Equality is equity.*"

Petitioner Reserves ALL Inalienable RIGHTS afforded under the **Bill of Rights**, the **Universal Declaration of Human Rights**, the **Organic Constitution for the United States of America** and the **Organic Constitution for the State of South Carolina** without Prejudice.

I declare UNDER PENALTY OF PERJURY within the laws of the UNITED STATES CODES that the information herein is true and correct to the best of my own personal knowledge and honorable intent; and presented as Evidence 'for the record'. I furthermore state that I am reserving my right to 'Present' own 'Proper Self' by Sovereign Right, and Affirmed to the best of my knowledge and belief. ***So Help Me God Allah(SWT)!***

WHEREFORE Petitioner *moves and demands the Court to ENTER AN ORDER* declaring that **All UNCONSTITUTIONAL** (misrepresented) Bills of Exchange: CITATION issued under Color of Authority, to be ***'Dismissed', 'Abated' and expunged from the Record, with prejudice***; being null on its face and merits based upon the **mentioned grounds and Authorities** presented to the Court as well as herein; and also *moves this Honorable Court to enter an Order adjudging the Respondent(s) liable for the suffered damages to Accused redressing money damages of Thirty Thousand U.S. Dollars* in lawful money to Redress the grievances from the presumed Violations of DUE PROCESS, Violations of the Rules of Court and the

CERTIFICATE OF SERVICE

UNDER PENALTY OF PERJURY under the law of the UNITED STATES CODES, I HEREBY CERTIFY that a true and correct copy will be furnished by U.S. mail delivery to: **SunTrust Bank Inc**, 1001 Semmes Ave, Richmond, VA. **TransUnion**, P.O. Box 1000, Chester, PA 19022-1000. **Equifax**, P.O. Box 740241, Atlanta, GA 30374-024. **Experian**, P.O. Box 2002, Allen, TX 25013-2000. **Richardson & Robinson P.A.**, P.O. Drawer 7788, Columbia, SC 29202.

Respectfully submitted,

I Am: Bilal Abdullah

Bilal Abdullah, Authorized Representative:

ALL RIGHTS RESERVED, WITHOUT PREJUDICE – NON ASSUMPSIT:

C/ 7 Landing Lane

Simpsonville Non-Domestic near (29681)-9999

South Carolina united States of America

Respectfully submitted,

I Am: LaToya Abdullah

LaToya Abdullah, Authorized Representative:

ALL RIGHTS RESERVED, WITHOUT PREJUDICE – NON ASSUMPSIT:

C/ 7 Landing Lane

Simpsonville Non-Domestic near (29681)-9999

South Carolina united States of America

IN THE NAME OF THE ALMIGHTY!!!

NOTARY PUBLIC

In the State of **South Carolina**, County of **Greenville**

BEFORE ME personally appeared Bilal and LaToya Abdullah, affirmed and subscribed in my presence this 4th day of March, 2013.



Notary Public

Personally Known _____ OR Produced Identification ☒ - Type Produced: SCDL

050628408752

SUNTRUST

PROMISSORY NOTE

Principal	Loan Date	Maturity	Loan No	Call Coll	Account	Officer	Initials
\$60,000.00	08-17-2005	07-01-2025	***				

References in the shaded area are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing ***** has been omitted due to text length limitations.

Borrower: BILAL ABDULLAH
LATOYA ABDULLAH
1508 SUN MEADOW DR
ORLANDO, FL 328245077

Lender: SunTrust Bank
CLSC - Orlando
7455 Chancellor Drive
Orlando, FL 32809

Principal Amount: \$60,000.00

Date of Note: June 17, 2005

PROMISE TO PAY. I ("Borrower") jointly and severally promise to pay to SunTrust Bank ("Lender"), or order, in lawful money of the United States of America, the principal amount of Sixty Thousand & 00/100 Dollars (\$60,000.00), together with interest at the rate of 7.490% per annum on the unpaid principal balance from June 22, 2005, until paid in full.

PAYMENT. I will pay this loan in 240 payments of \$493.95 each payment. My first payment is due August 1, 2005, and all subsequent payments are due on the same day of each month after that. My final payment will be due on July 1, 2025, and will be for all principal and all accrued interest not yet paid. Payments include principal and interest. Unless otherwise agreed or required by applicable law, payments will be applied to any late charges and loan fees, then to any unpaid interest, and then to the balance of unpaid principal. Interest on this Note is computed on a 365/365 simple interest basis; that is, by applying the ratio of the annual interest rate over the number of days in a year (366 during leap years), multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. I will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

PREPAYMENT. I may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve me of my obligation to continue to make payments under the payment schedule. Rather, early payments will reduce the principal balance due and may result in my making fewer payments. I agree not to send Lender payments marked "paid in full", "without recourse", or similar language. If I send such a payment, Lender may accept it without losing any of Lender's rights under this Note, and I will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: SunTrust Bank, P.O. Box 27161 Richmond, VA 23261-7161.

LATE CHARGE. If a payment is 10 days or more late, I will be charged 5.000% of the regularly scheduled payment.

INTEREST AFTER DEFAULT. Upon default, including failure to pay upon final maturity, the total sum due under this Note will bear interest from the date of acceleration or maturity at the interest rate on this Note.

DEFAULT. I will be in default under this Note if any of the following happen:

Payment Default. I fail to make any payment when due under this Note.

Break Other Promises. I break any promise made to Lender or fail to perform promptly at the time and strictly in the manner provided in this Note or in any agreement related to this Note, or in any other agreement or loan I have with Lender.

Default in Favor of Third Parties. I or any Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of my property or my ability to repay this Note or perform my obligations under this Note or any of the related documents.

False Statements. Any representation or statement made or furnished to Lender by me or on my behalf under this Note or the related documents is false or misleading in any material respect, either now or at the time made or furnished.

Death or Insolvency. Any Borrower dies or becomes insolvent; a receiver is appointed for any part of my property; I make an assignment for the benefit of creditors; or any proceeding is commenced either by me or against me under any bankruptcy or insolvency laws.

Taking of the Property. Any creditor or governmental agency tries to take any of the property or any other of my property in which Lender has a lien. This includes taking of, garnishing of or levying on my accounts with Lender. However, if I dispute in good faith whether the claim on which the taking of the property is based is valid or reasonable, and if I give Lender written notice of the claim and furnish Lender with monies or a surety bond satisfactory to Lender to satisfy the claim, then this default provision will not apply.

Defective Collateralization. This Note or any of the related documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Collateral Damage or Loss. Any collateral securing this Note is lost, stolen, substantially damaged or destroyed and the loss, theft, substantial damage or destruction is not covered by insurance.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the indebtedness evidenced by this Note.

LENDER'S RIGHTS. Upon default, Lender may declare the entire unpaid principal balance on this Note and all accrued unpaid interest immediately due, and then I will pay that amount.

ATTORNEYS' FEES; EXPENSES. Lender may hire or pay someone else to help collect this Note if I do not pay. I will pay Lender the amount of these costs and expenses, which includes, subject to any limits under applicable law, Lender's reasonable attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including reasonable attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. If not prohibited by applicable law, I also will pay any court costs, in addition to all other sums provided by law.

JURY WAIVER. Lender and I hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or me against the other.

GOVERNING LAW. This Note will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Florida without regard to its conflicts of law provisions. This Note has been accepted by Lender in the State of Florida.

DISHONORED ITEM FEE. I will pay a fee to Lender of \$25.00 if I make a payment on my loan and the check or preauthorized charge with which I pay is later dishonored.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all my accounts with Lender (whether checking, savings, or some other account). This includes all accounts I hold jointly with someone else and all accounts I may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. I authorize Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

GARNISHMENT. I consent to the issuance of a continuing writ of garnishment or attachment against my disposable earnings, in accordance with Section 222.11, Florida Statutes, in order to satisfy, in whole or in part, any money judgment entered in favor of Lender.

COLLATERAL. I acknowledge this Note is secured by the following collateral described in the security instrument listed herein: a Mortgage dated June 17, 2005, to Lender on real property located in ORANGE County, State of Florida.

INFORMATION REPORTED TO CREDIT BUREAUS. UNDER THE FAIR CREDIT REPORTING ACT, I HAVE THE RIGHT TO NOTIFY LENDER IF I BELIEVE LENDER HAS REPORTED INACCURATE INFORMATION ABOUT MY ACCOUNT TO A CREDIT BUREAU OR CONSUMER REPORTING AGENCY. SUCH NOTICES SHOULD BE SENT IN WRITING AND INCLUDE MY COMPLETE NAME, CURRENT ADDRESS, SOCIAL SECURITY NUMBER, TELEPHONE NUMBER, ACCOUNT NUMBER, TYPE OF ACCOUNT, SPECIFIC ITEM OF DISPUTE AND THE REASON WHY I BELIEVE THE INFORMATION REPORTED IS IN ERROR. SEND THE NOTICE TO: SUNTRUST BANK PO BOX 85052, RICHMOND, VA 23285.

RECEIPT OF PAYMENTS. For my payment to be credited to my account on the same business day that it is received, my payment coupon and