

IN THE COURT OF COMMON PLEA OF THE STATE OF SOUTH CAROLINA

FOR THE ( 2012012226

AFFIDAVIT  
RECORDING FEES \$17.00

PRESENTED & RECORDED:  
09-17-2012 11:54 AM

JOHN LANE  
REGISTER OF DEEDS  
LANCASTER COUNTY, SC  
By: CANDICE PHILLIPS DEPUTY

BK: DEED 687

PG: 163-173

H & R BLOCK BANK, FSB,

Plaintiff,

v.

Ziraili M Elbey© aka Ziraili Mohassan El Bey  
aka Ziraili Mohassan El Bey©, WKFC Living  
Trust Under Trust Agreement Dated June 4,  
2010, by and though its Trustee, Wellesley K.  
Clayton and American Home Mortgage  
Servicing, Inc. sbm to Option One Mortgage  
Corporation

Alleged Defendants.

FILED  
OFFICE OF CLERK  
OF COURT  
2012 SEP 17 AM 11:31  
CLERK OF COURT  
LANCASTER, SC

Case No. 2011-CP-29-35

(For the Record written Transcript of Testimony)

Alleged Defendant's Verified Motion to Vacate a Quash Void Judgment under authority  
Of South Carolina Statue Title 15, Section 3-530(5) and Writ of Mandamus

Reference

Original Mortgage Originator: OPTION ONE MORTGAGE CORPORATION  
Original Loan Number: 571007388  
Original Servicing Number: 002123202-0  
Property Address: 13132 Wilburn Park Lane, Ft. Mill, SC 29707  
Legal Description: 0006M-0A-261.00

RECEIVED

DEC 02 2013

SC Court of Appeals

*All that certain piece, parcel or lot of land located in Lancaster County, South Carolina, and being designated as Lot 261 on that certain Plat of Clairemont, Phase 2, Map 5, prepared by Yarbrough, Williams & Houle, Inc. dated January 18, 2005, and recorded January 28, 2005, as Plat Doc #2005 at Page 0047 in the Office for the Clerk of Court for Lancaster County, South Carolina.*

*Also being shown as Lot 261 of Clairemont on a Plat of Ziraili Elbey prepared by Hucks and Associates, PC dated March 3, 2006, and recorded in Plat Doc 2006 at Page 198. This being the identical property conveyed to Ziraili M. Elbey by deed from The Ryland Group, Inc. dated March 29, 2006 and recorded April 7, 2006 in Book 329 at Page 170.*

*Also being shown as Lot 261 of Clairemont on a Plat and Land Patent of Ziraili Elbey prepared by Precision Surveying Incorporated, No. - CO1244 of Lancaster, SC dated April 21, 2010, and recorded in Plat Doc 2010 at Page 180. This being the identical property conveyed to Ziraili M. Elbey by deed from the Ryland Group, Inc being the same property shown on 2006 at Page 198 and recorded in Deed Book 370 at Page 10 in the Office of the Clerk of Court for Lancaster County with current tax map number at 6M-A-261.*

Brief in support of Verified Motion to Quash Vacate Final Judgment

Pursuant to Rule 12 (b), of the South Carolina Rules of Civil Procedure (hereinafter "SCRCP"), Ziraili Elbey, an aggrieved party, moves this court under authority of "SCRCP" and SC Title 15, § 3-530(5) for vacation of a void judgment attached. Brock and Scott, PLLC, practicing subterfuge and acting in a purely fraudulent criminal mode by using fictitious and faulty, and unlawful documents for this foreclosure, evidence of national renowned, identified fabricated "robo-signers", reverse engineering has taken place, employees of foreclosure trustees

Exhibit C

signing documents posing as corporate officer of multiple banks and Mortgage servicers, reverse-engineering the chain of title in the Assignment of Mortgage, witness Sand Canyon Corporation fka Option One Mortgage Corporation by Melissa Hively VP and Melanie Hanson AVP on July 2, 2010, but effective on July 2, 2010, but effective March 29<sup>th</sup>, 2006 (4 years post dated). Notary was in IDAHO County of BONNEVILLE, July 2, 2010 before Notary Krystal Hall. The signature spelling appears to be misspell Hall "HULL". The signature is illegible. **TAKE JUDICIAL NOTICE** that Krystal, Notary Public, State of IDAHO (Commission Expired 11/15/2011). It' appearing personally: Melissa Hively VP and Melanie Hanson VP typed. See EXHIBIT "A" This, to makes it appear as though the loan was passed from company to company when in fact it was not, consumer protection requirements have not been followed, loan has been securitized, chain of ownership for the loan or the security interest that has been falsely manipulated and reverse engineered to appear lawful when in fact it is not to obtained judgment in this instant case based on SC Title 32 §3-10

**TAKE JUDICIAL NOTICE** that such deceptive processes violate South Carolina state laws, and the South Carolina Attorney General Mark Hammond, who is a member of the National Attorney General Deed of Trust Foreclosure Multistate Group<sup>1</sup>, has requested suspension of questionable foreclosures and investigation into any underlying cases in which judges, appointed special referees and courts have not yet confirmed the following:

- that all foreclosure-related documents were lawfully signed
- that the chain of ownership is clear and has been revealed to alleged Defendant in full
- that state and federal consumer protection requirements have been followed and have been processed according to South Carolina state law.

Ziraili Elbey, the aggrieved party was deceived in the initial Complaint dated January 14, 2011 by Brock and Scott, PLLC law firm for H & R Block Bank, FSB, Plaintiff 1) that both Plaintiff and Brock and Scott, PLLC law had a contract<sup>2</sup> with the alleged Defendant, whereas lack of **contractual status** existed. 2) that both Brock and Scott, PLLC law firm for H & R

---

<sup>1</sup> <http://www.naag.org/joint-statement-of-the-Deed-of-Trust-foreclosure-multistate-group.php>. If not available on the NAAG website, please find printout attached. Ex\_20101013\_joint-statement-of-the-Deed-of-Trust-foreclosure.pdf.

<sup>2</sup> Contract- A lawful contract has; (1) Offer; (2) Consideration; (3) Acceptance by all parties for/of the Contract; (4) Signatures by all parties involved with the Contract. \*Only the parties signing the Contract can participate in the discussion of the Contract. Full disclosure about the Contract is imperative (meeting of the minds.)

Block Bank, FSB were third party debt collector, servicer trying to collect on non-existent contract, 3) further that Plaintiff was registered to do business in South Carolina with the SC Secretary of State in the state of South Carolina, whereas lack of registration with the SC Secretary of State existed, 3) and, that there was lack of evidence in the initial complaint indicating that Brock & Scott, PLLC as Registered Agent for Plaintiff which again deceptive and fraudulent as no contract exist between the Plaintiff and the alleged Defendant.

Memorandum of law in support of judicial notice

A *void judgment* is one that, from its inception, is a complete nullity and is without legal effect." *Thomas & Howard Co. v. T.W. Graham and Co.*, 318 S.C. 286, 291, 457 S.E.2d 340, 343 (1995). The definition of void under the rule only encompasses judgments from courts which failed to provide proper due process, or judgments from courts which lacked subject matter jurisdiction or personal jurisdiction." *McDaniel v. U.S. Fid. & Guar. Co.*, S.C. 639, 644, 478 S.E.2d 868, 871 (Ct. App. 1996). It is fundamental that no judgment or order affecting the rights of a party to the cause shall be made or rendered without notice to the party whose rights are to be affected." *Tyron Fed. Sav. & Loan Ass'n v. Phelps*, 307 S.C. 361, 362, 415 S.E.2d 397, 398 (1992). Generally, a person against whom a judgment or order is taken without notice may rightly ignore it and may assume that no court will enforce it against his person or property. The requirements of due process not only include notice, but also include an opportunity to be heard in a meaningful way, and judicial review. *Grannis v. Ordean*, 234 U.S. 385, 394 (1914) ("The fundamental requisite of due process of law is the opportunity to be heard."); *S.C. Dep't of Soc. Servs. v. Holden*, 319 S.C. 72, 78, 459 S.E.2d 846, 849 (1995).

## AFFIDAVIT

I, Ziraili Mohassan Elbey, of lawful age and competent to testify state as follows based on her own personal knowledge and declare Nationality, Treaty and Writ of Mandamus as a Matter of Law: (see EXHIBIT "B")

1. I am not in receipt of any lawful documents which verifies that H & R Block Bank, FSB has Standing to sue in South Carolina courts.
2. I am not in receipt of any document which verifies that I have a contract with H & R Block Bank, FSB.
3. I am not in receipt of any document which verifies that I owe to H & R Block Bank, FSB money.
4. I am not in receipt of any document/s which verifies the claim of interest and or ownership that H & R Block Bank, FSB besides the transfer of a recorded bogus falsified Assignment for an alleged loan that is non-existent as the original lender was paid at the time of mortgage closing March 29, 2006. (see EXHIBIT "A")
5. I am not in receipt of any document which verifies absolutely no evidence, no proof of a claim, no contract, no nothing, absolutely no evidence entered on the record in support of the claim, the judgment is void, a nullity, conveying no interest, and grounding no rights.
6. I am not in receipt of any document which verifies that the Lancaster Court of Common Plea has jurisdiction to rule of this matter before this Court.
7. I am in receipt of a recorded Assignment to Plaintiff which verifies a bogus falsified document signed by nationally identified (robo-signers) which Brock and Scott, PLLC received from Plaintiff, to prosecute an action in the name of the original maker of the loan thus engaging in criminal activity Brock and Scott, PLLC prepared, had knowledge false recorded documents that were presented to the court both entities are committing felonies.(see EXHIBIT "A")
8. I am in receipt a copy of Special Referee's, Mr. Phillip E. Wright's final decision and on August 22, 2012 rendering Foreclosure SALE which verifies that Brock and Scott, PLLC who prepare the action and had knowledge false document submitted to the court are committing felonies and act as co-conspirators'.

Whereby opposing counsel has twenty (20) days to stipulate to Vacate the Foreclosure Judgment and to entry of Order Vacating Foreclosure Judgment, Cancelling the Foreclosure Sale, and Quashing Service, approving Quiet Title to alleged Defendant – all Brock and Scott, PLLC has to do is cancel the hearing in writing and accept service.

Verified Motion moved and dated: September 17, 2012

by: Ziraili M ElBey 

**AFFIDAVIT (cont'd)**

**JURAT**

Ziraili Elbey  
Ziraili Elbey, "All Rights Reserved"

Ashley Louisiana  
Second Witness

Cheryl Brown  
First Witness

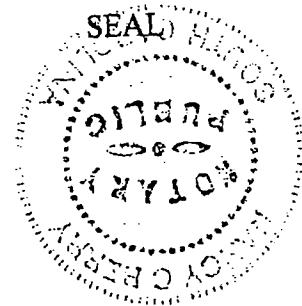
STATE OF SOUTH CAROLINA  
COUNTY OF LANCASTER

**INDIVIDUAL ACKNOWLEDGMENT**

Before me, the undersigned, a Notary Public in and for said County and State on this 17  
Day of September, 2012, personally appeared Ziraili Elbey  
to me known to be the identical person who executed the within and foregoing instrument and  
acknowledged to me that she executed the same as her free and voluntary act. Given under my  
hand and seal the day and year last above written.

Nancy C. Perry  
Notary Public

My Commission Expires July 23, 2017



IN THE COURT OF COMMON PLEAS OF THE STATE OF SOUTH CAROLINA  
FOR THE COUNTY OF LANCASTER

H & R BLOCK BANK, FSB,

Plaintiff,

v.

Ziraili M Elbey© aka Ziraili Mohassan El Bey  
aka Ziraili Mohassan El Bey©, WKFC Living  
Trust Under Trust Agreement Dated June 4,  
2010, by and through its Trustee, Wellesley K.  
Clayton and American Home Mortgage  
Servicing, Inc. sbm to Option One Mortgage  
Corporation

Alleged Defendants.

Case No. 2011-CP-29-35

**CERTIFICATE OF SERVICE  
BY MAIL.**

FILED  
OFFICE OF THE CLERK  
LANCASTER, SC  
2012 SEP 17 AM 11:31

The undersigned hereby certifies that she is Ziraili M Elbey, alleged Defendant is of such age and discretion as to be competent to serve papers.

That on the 17<sup>th</sup> September 2012 she served a copy of Verified Motion to Vacate Judgment with EXHIBITS ("A") AND ("B") by placing said copy in a postage paid envelope addressed to the following person(s) at the address stated below, which is the last known address, and by depositing said envelope and contents in the U.S. Mail.

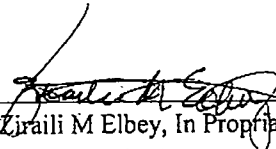
Party(ies) Served:

Brook Dangerfield, Esquire  
Brock & Scott, PLLC  
3800 Fernandina Rd, Suite 110  
Columbia, South Carolina 29210

The Honorable Jeff Hammond  
Post Office Box 1809  
Lancaster, South Carolina 29721-1809

The Honorable Phillip E. Wright  
408 North Main Street  
Lancaster, South Carolina 29721

Dated: 17<sup>th</sup> September 2012, 2012  
Indian Land/ Ft. Mill, South Carolina

  
Ziraili M Elbey, In Propria Persona  
Alleged Defendant,  
"All Rights Reserved"

SOUTH CAROLINA

# EXHIBIT "A"

PREPARED BY SECURITY CONNECTIONS, INC.  
WHEN RECORDED MAIL TO:  
SECURITY CONNECTIONS INC.  
240 TECHNOLOGY DRIVE  
IDAHO FALLS, ID 83401  
PH: (208) 528-9895  
ATT: KARLEEN MAUGHAN

COUNTY OF LANCASTER  
POOL NO.  
LOAN NO. 0021232020



Assignment - Interv. - Recorded

## ASSIGNMENT OF REAL ESTATE MORTGAGE

For value received SAND CANYON CORPORATION FKA OPTION ONE MORTGAGE CORPORATION

located at 7595 IRVINE CENTER DRIVE, SUITE 100, IRVINE, CA 92618  
hereby transfers, assigns and sets over without recourse unto  
H & R BLOCK BANK PSB

located at ONE H & R BLOCK WAY, 8TH FLOOR, KANSAS CITY, MO 64105

its successors and assigns forever, that certain mortgage executed by  
ZIRAILI M ELBEY  
to OPTION ONE MORTGAGE CORPORATION

dated MARCH 29, 2006 and recorded in the Clerk's office LANCASTER  
County, South Carolina, on APRIL 7, 2006, in Mortgage Book MORT 1486,  
Page 1, together with the note thereby secured conditioned for the  
payment of the full and just sum of \$197,185.00 Dollars,  
according to the terms as set forth in said note and mortgage.

Loan No.

(NMRI.SC)  
C=s.383.0002  
P=S.002.00120.21

2010008401  
ASSIGNMENT OF MORTGAGE  
RECORDING FEES \$7.00  
PRESENTED & RECORDED:  
08-05-2010 12:11 PM  
JOHN LANE  
REGISTER OF DEEDS  
LANCASTER COUNTY, SC  
By: CANDICE KIRKLEY DEPUTY  
BK:MORT 2265  
PG:129-130

LOAN NO. 0021232020

In Witness Whereof, SAND CANYON CORPORATION FKA OPTION ONE MORTGAGE CORPORATION

caused these presents to be signed by MELISSA HIVELY  
its VICE PRESIDENT and MELANIE HANSON  
its ASSISTANT VICE PRESIDENT this 2nd day of JULY,  
2010, but effective the 29th day of MARCH, 2006.

SAND CANYON CORPORATION FKA OPTION ONE MORTGAGE CORPORATION

Carmen Rivera  
Witness CARMEN RIVERA

BY Melissa Hively  
MELISSA HIVELY  
VICE PRESIDENT

Mistylin Hansen  
Witness MISTYLIN HANSEN

BY Melanie Hanson  
MELANIE HANSON  
ASSISTANT VICE PRESIDENT

STATE OF IDAHO )  
 ) SS  
COUNTY OF BONNEVILLE )

On JULY 2, 2010 before me, KRYSTAL HALL  
personally appeared MELISSA HIVELY  
and MELANIE HANSON personally known to me  
(or proved to me on the basis of satisfactory evidence) to be the persons  
who executed the within instrument as VICE PRESIDENT  
and ASSISTANT VICE PRESIDENT or on behalf of the Corporation  
therein named and acknowledged to me that the Corporation executed it.

Krystal Hall  
KRYSTAL HALL (COMMISSION EXP. 11-14-11)  
NOTARY PUBLIC

KRYSTAL HALL  
NOTARY PUBLIC  
STATE OF IDAHO

2012012191

APPIDAVIT  
RECORDING FEES \$10.00

PRESENTED & RECORDED:  
09-17-2012 10:47 AM

JOHN LANE  
REGISTER OF DEEDS  
LANCASTER COUNTY, SC

By: CANDICE PHILLIPS DEPUTY  
BK: DEED 687  
PG: 128-130

Return Document:  
Ziraili Mohassan El Bey  
13132 Wilburn Park Lane  
Indian Land, SC 29707

TO WHOM IT MAY CONCERN, please find this Declaration, Nationality, Treaty and Writ of Mandamus for Ziraili M El Bey, in her natural person, woman of the land described below with a two (2) page declaration this instant:

Property Address: 13132 Wilburn Park Lane, Ft. Mill, SC 29707  
Legal Description: 0006M-0A-261.00

*All that certain piece, parcel or lot of land located in Lancaster County, South Carolina, and being designated as Lot 261 on that certain Plat of Clairemont, Phase 2, Map 5, prepared by Yarbrough, Williams & Houle, Inc. dated January 18, 2005, and recorded January 28, 2005, as Plat Doc #2005 at Page 0047 in the Office for the Clerk of Court for Lancaster County, South Carolina.*

*Also being shown as Lot 261 of Clairemont on a Plat of Ziraili Elbey prepared by Hucks and Associates, PC dated March 3, 2006, and recorded in Plat Doc 2006 at Page 198. This being the identical property conveyed to Ziraili M. Elbey by deed from The Ryland Group, Inc. dated March 29, 2006 and recorded April 7, 2006 in Book 329 at Page 170.*

*Also being shown as Lot 261 of Clairemont on a Plat and Land Patent of Ziraili Elbey prepared by Precision Surveying Incorporated, No. -CO1244 of Lancaster, SC dated April 21, 2010, and recorded in Plat Doc 2010 at Page 180. This being the identical property conveyed to Ziraili M. Elbey by deed from the Ryland Group, Inc being the same property shown on 2006 at Page 198 and recorded in Deed Book 370 at Page 10 in the Office of the Clerk of Court for Lancaster County with current tax map number at 6M-A-261.*

*See Writ of Mandamus attached.*

**EXHIBIT "B"**

**CERTIFIED TO BE A TRUE COPY  
REGISTER OF DEEDS  
COUNTY OF LANCASTER, SC**

## THE TREATY OF PEACE AND FRIENDSHIP OF 1836 A.D.

Between Morocco and the United States

### Article 20 and Article 21

"If any of the Citizens of the United States, or any Persons under the Protection, shall have any disputes with each other, the Consul shall decide between the Parties, and whenever the Consul shall require any Aid or Assistance from our Government, to enforce his decisions, it shall be immediately granted to him.

"If any Citizen of the United States should kill or wound a Moor, or, on the contrary, if a Moor shall kill or wound a Citizen of the United States, the Law of the Country shall take place, and equal Justice shall be rendered, the Consul assisting at the Trial; and if any Delinquent shall make his escape, the Consul shall not be answerable for him in any manner whatever."

## THE UNITED STATES CONSTITUTION

### Article III-Section 2-Trial by Jury. Original Jurisdiction

"The Judicial Power shall extend to All cases in Law and Equity, arising under the Constitution, the Laws of the United States, and Treaties made, or which shall be made, under their Authority; to All cases affecting Ambassadors, other Public Ministers and Consuls; to All cases of admiralty and maritime Jurisdiction; to controversies to which the United States shall be a Party; controversies between two or more States; between a State and Citizens of another State; between Citizens of different States; between Citizens of the same State claiming Lands and Grants of different States, and between a State, or the Citizens thereof, and foreign States, Citizens or subjects.

### Article VI-Debts, Supremacy, Oaths

"All Debts contracted and Engagements entered into, before the adopting of this Constitution, shall be as valid against the United States under this Constitution, as under the Confederation. This Constitution, and the Laws of the United States which shall be 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 Laws of any State to the contrary notwithstanding.

"The Senators and Representatives before mentioned, and the Members of the several State Legislatures and all executive and judicial Officers both of the United States and the several States, shall be bound by Oath or Affirmation, to support this Constitution; but no religious test shall be required as a Qualification to any Office or public Trust under the United States.

### Amendment V-Trial & Punishment

"No Person shall be held to answer for a capital, or otherwise infamous crime, unless on a presentment or indictment of a Grand Jury, except in cases arising in the Land or Naval forces, or in the Militia, when in actual service in time of War or public danger, nor shall any person be subject to the same offense to be twice put in jeopardy of life or limb; nor shall be compelled in any criminal case to be a witness against himself, nor be deprived of life, liberty, or property, without due process of law, nor shall private property be taken for public use, without compensation.

### Amendment IX-Un-enumerated Rights

"Certain Rights shall not be construed to deny or disparage others retain by the People."

### Amendment X-

"The Powers not delegated to the United States by the Constitution, nor prohibited by it to the States, are reserved to the States, respectively or to the People."

## THE DECLARATION OF INDIGENOUS RIGHTS

UN 61/295

## UNIVERSAL DECLARATION OF HUMAN RIGHTS

Article 15

"Everyone has the Right to a Nationality". "No one shall be arbitrarily deprived of his Nationality nor deprived the right to change his Nationality"

## THE UNITED STATES CODES-Titles

### 18 Section 112-Protections of Internationally Protected Persons

- (a) "Prohibits assaults against foreign officials, official guests, and international protected persons (IPPs), and attacks upon the official premises, private accommodations, or means of transport of such persons. The provisions also embraces attempts to commit such offenses. By its terms, 112(a) neither requires proof of injury nor intent to injure a protected person.
- (b) "Prohibits acts of intimidation, threats, coercion and harassment against foreign officials and official guests, and obstruction of foreign officials in the performance of their duties."

### 18 Section 241-Conspiracy Against Rights

"If two or more persons conspire to injure, oppress, threaten, or intimidate any person in any State, Territory, Commonwealth, Possession, or District in the free exercise or enjoyment of any right or privilege secured to him by the Constitution or laws of the United States, or because of his having so exercised the same...

"They shall be fined under this title or imprisoned not more than ten years, or both; and if death results from the acts committed in violation of this section or if such acts include kidnapping or an attempt to commit aggravated sexual abuse, or an attempt to kill, they shall be fined under this title or imprisoned for any term of years or for life, or both, or may be sentenced to death."

### 18 Section 242-Deprivation of Rights

"Whoever, under color of Law, Statute, Ordinance, regulation, or Custom, wilfully, Possession, or District to the deprivation of any rights, privileges, or immunities secured or protected by the Constitution or Laws of the United States, or to different punishments, pains, or penalties, on account of such person being an alien, or by reason of his color, or race, than are prescribed for the punishment of citizens, shall be fined under this title or imprisoned not more than one year, or both; and if bodily injury results from the acts committed in violations of this section or if such acts include the use, attempted use, or threatened use of a dangerous weapon, explosives, or fire, shall be fined under this title or imprisoned not more than ten years; or both and if death results from the acts committed in violation of this section or if such acts include kidnapping or an attempt to kidnap, aggravated sexual abuse, or an attempt to commit aggravated sexual abuse, or an attempt to kill, shall be fined under this title, or imprisoned for any term of years or for life, or both, or may be sentenced to death.

### 28 USC Section 1331-Federal Question

"The district courts shall have 'original jurisdiction' of all civil actions arising under the Constitution, laws, or treaties of the United States."

### 28 USC Section 1361-Action to Compel an Officer of the United States to perform his duty

"The district courts shall have 'original jurisdiction' of any action in the nature of mandamus to compel an officer or employee of the United States or any agency thereof to perform a duty owed to the plaintiff.

### 28 USC Section 1391(e)-Venue

"As amended, Provides that in a civil action in which each defendant is an officer or employee of the United States or any agency thereof acting in his official capacity, or under color of legal authority, or any agency of the United States the action may be brought in any judicial district in which a defendant in the action resides.

### 28 USC Section 1746-Unsworn Declaration

"Wherever, under any Law of the United States or under any rule, regulation, order, or requirement made pursuant to law, any matter is required or permitted to be supported, evidenced, established, or proved by the sworn declaration, verification, certificate, statement, oath or affidavit, in writing of the person making the same (other than a deposition, or an oath of office, or an oath required to be taken before a specified other than a Notary Public), such matter may, with like force and effect, be supported, evidenced, established, or proved by the unsworn declaration, certificate, verification, or statement, in writing of such person which is subscribed by him, as true under penalty of perjury, and dated in substantially the following form:

1. If executed without the United States: "I declare (or certify, verify, or state) under penalty of perjury under the Laws of the United States of America that the foregoing is true and correct. Executed on (date)

2. If executed within the United States, its territories, possessions, or commonwealths: "I declare (or certify, verify, or state) under penalty of perjury under the Laws of the United States of America that the foregoing is true and correct. Executed on (date)

### 28 USC Section 2201-Creation of Remedy-5 USC-702

"Relief other than monetary damages "against the United States."

IN THE COURT OF COMMON PLEAS OF THE STATE OF SOUTH CAROLINA  
FOR THE COUNTY OF LANCASTER

H & R BLOCK BANK, FSB,

Plaintiff,

v.

Ziraili M Elbey© aka Ziraili Mohassan El Bey  
aka Ziraili Mohassan El Bey©, WKFC Living  
Trust Under Trust Agreement Dated June 4,  
2010, by and through its Trustee, Wellesley K.  
Clayton and American Home Mortgage  
Servicing, Inc. sbm to Option One Mortgage  
Corporation

Alleged Defendants.

Case No. 2011-CP-29-35

**CERTIFICATE OF SERVICE  
BY MAIL.**

OFFICE OF THE CLERK  
COURT OF COMMON PLEAS  
LANCASTER, SC  
2012 SEP 17 AM 11:31  
CLERK OF COURT  
LANCASTER, SC

The undersigned hereby certifies that she is Ziraili M Elbey, alleged Defendant is of such age and discretion as to be competent to serve papers.

That on the 17<sup>th</sup> September 2012 she served a copy of Verified Motion to Vacate Judgment with EXHIBITS ("A") AND ("B") by placing said copy in a postage paid envelope addressed to the following person(s) at the address stated below, which is the last known address, and by depositing said envelope and contents in the U.S. Mail.

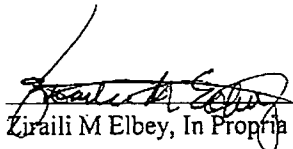
Party(ies) Served:

Brook Dangerfield, Esquire  
Brock & Scott, PLLC  
3800 Fernandina Rd, Suite 110  
Columbia, South Carolina 29210

The Honorable Jeff Hammond  
Post Office Box 1809  
Lancaster, South Carolina 29721-1809

The Honorable Phillip E. Wright  
408 North Main Street  
Lancaster, South Carolina 29721

Dated: 17<sup>th</sup> September 2012, 2012  
Indian Land/ Ft. Mill, South Carolina

  
Ziraili M Elbey, In Propria Persona  
Alleged Defendant,  
"All Rights Reserved"

RECEIVED

DEC 02 2013

SC Court of Appeals