

United States Bankruptcy Court – District of South Carolina  
J. Bratton Davis United States  
Bankruptcy Courthouse  
1100 Laurel Street  
Columbia, SC 29201-2423

Case Number: 12-05229-jw

Chapter: 7

In re: (Debtor(s) name(s) used by the debtor(s) in the last 8 years, including married, maiden, trade, and address)

Ziraili Samara Mohassan El Bey  
aka Ziraili M. Elbey, aka Ziraili M. El Bey, aka Ziraili  
Mohassan E Bey  
9789 Charlotte Highway  
#400-191  
Fort Mill, SC 29707

Last four digits of Social Security or other Individual Taxpayer  
No(s)(if any): xxx-xx-8385

**RECEIVED**  
DEC 02 2013  
SC Court of Appeals

Entered By The Court  
01/14/13

ORDER  
DISCHARGE OF DEBTOR  
ORDER DISCHARGING TRUSTEE  
ORDER CLOSING CASE

Filed By The Court  
01/14/13  
L. Jefferson Davis IV  
(Acting)  
Clerk of Court  
US Bankruptcy Court

It appearing that the debtor is entitled to a discharge, **IT IS ORDERED:**

1. The debtor is granted a discharge under section 727 of title 11, United States Code, (the Bankruptcy Code).
2. The trustee has certified that the estate of the above-named debtor(s) has been fully administered, therefore, the case trustee, is discharged as the trustee of the above named debtors(s) and the bond is canceled.
3. The Chapter 7 case of the above-named debtor(s) is closed.

Columbia, South Carolina  
January 14, 2013  
Document 47 - 22

  
Chief United States Bankruptcy Judge

SEE THE BACK OF THIS ORDER FOR IMPORTANT INFORMATION

## EXPLANATION OF BANKRUPTCY DISCHARGE IN A CHAPTER 7 CASE

This court order grants a discharge to the person named as the debtor. It is not a dismissal of the case and it does not determine how much money, if any, the trustee will pay to creditors.

### Collection of Discharged Debts Prohibited

The discharge prohibits any attempt to collect from the debtor a debt that has been discharged. For example, a creditor is not permitted to contact a discharged debtor by mail, phone, or otherwise, to file or continue a lawsuit, to attach wages or other property, or to take any other action to collect a discharged debt from the debtor. *[In a case involving community property: There are also special rules that protect certain community property owned by the debtor's spouse, even if that spouse did not file a bankruptcy case.]* A creditor who violates this order can be required to pay damages and attorney's fees to the debtor.

However, a creditor may have the right to enforce a valid lien, such as a mortgage or security interest, against the discharged debtor's property after the bankruptcy, if that lien was not avoided or eliminated in the bankruptcy case. Also, a debtor may voluntarily pay any debt that has been discharged.

### Debts That are Discharged

The chapter 7 discharge order eliminates a debtor's legal obligation to pay a debt that is discharged. Most, but not all, types of debts are discharged if the debt existed on the date the bankruptcy case was filed. (If this case was begun under a different chapter of the Bankruptcy Code and converted to chapter 7, the discharge applies to debts owed when the bankruptcy case was converted.)

### Debts that are Not Discharged.

Some of the common types of debts which are not discharged in a chapter 7 bankruptcy case are:

- a. Debts for most taxes;
- b. Debts incurred to pay nondischargeable taxes;
- c. Debts that are domestic support obligations;
- d. Debts for most student loans;
- e. Debts for most fines, penalties, forfeitures, or criminal restitution obligations;
- f. Debts for personal injuries or death caused by the debtor's operation of a motor vehicle, vessel, or aircraft while intoxicated;
- g. Some debts which were not properly listed by the debtor;
- h. Debts that the bankruptcy court specifically has decided or will decide in this bankruptcy case are not discharged;
- i. Debts for which the debtor has given up the discharge protections by signing a reaffirmation agreement in compliance with the Bankruptcy Code requirements for reaffirmation of debts.
- j. Debts owed to certain pension, profit sharing, stock bonus, other retirement plans, or to the Thrift Savings Plan for federal employees for certain types of loans from these plans.

**This information is only a general summary of the bankruptcy discharge. There are exceptions to these general rules. Because the law is complicated, you may want to consult an attorney to determine the exact effect of the discharge in this case.**

2006-02-27-02

# The Supreme Court of South Carolina

RE: FAMILY COURT FORMS

ADMINISTRATIVE ORDER

RECEIVED

DEC 02 2013

SC Court of Appeals

Pursuant to the provisions of S.C. Const. Art. V, § 4,

IT IS ORDERED that the Administrative Order for the Family Courts, dated June 5, 1992, and signed by Chief Justice David Harwell, is hereby rescinded, effective immediately.

There shall no longer be a requirement for the Clerks of Court to strike family court actions from the active docket. All cases shall remain pending until they are dismissed or a final order is issued.

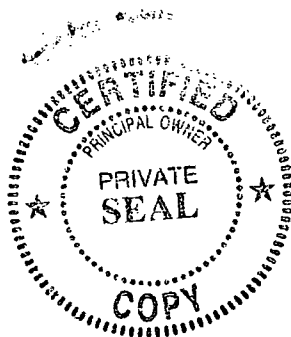
This Order is effective as of the date of its signing.

IT IS SO ORDERED.

s/Jean Hoefler Toal

Jean Hoefler Toal, Chief Justice

February 27, 2006  
Columbia, South Carolina



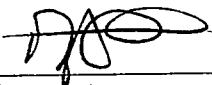


If applicable, describe the property, including tax map information and address, referenced in the order:  
All that certain piece, parcel or lot of land located in Lancaster County, South Carolina, and being designated as Lot 261 on that certain Plat of Clairemont, Phase 2, Map 5, prepared by Yarbrough, Williams & Houle, Inc. dated January 18, 2005, and recorded January 28, 2005, as Plat Doc #2005 at Page 0047 in the Office of 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. Subsequently, said property was conveyed to KMJ Trust, dated December 15, 2006 (Trustees: Ziraili Mohassan El Bey and Mark Antonio Findletter Clayton) by Deed of Ziraili M. Elbey dated January 19, 2007 and recorded January 29, 2007 in Book 378 at Page 7. Thereafter, the property was conveyed to WFKC Living Trust Under the Provisions of a Trust Agreement Dated June 4, 2010 (Trustee: Wellesley K. Clayton) by deed of Ziraili Mohassan El Bey and Mark Antonio Findletter Clayton as Trustees of The KMJ Trust, dated December 15, 2006 dated June 11, 2010 and recorded June 22, 2010 in Book 569 at Page 85.

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 52

Judge Code

8/22/12  
Date

### For Clerk of Court Office Use Only

This judgment was entered on the 22 day of Aug., 2012 and a copy mailed first class or placed in the appropriate attorney's box on this 22 day of Aug., 2012 to attorneys of record or to parties (when appearing pro se) as follows:

Brian L. Campbell, SC Bar No. 74521  
Suzanne E. Brown, SC Bar No. 76440  
Jason L. Branham, SC Bar No. 72902  
Chad Burgess, SC Bar No. 72520  
J. Marshall Swails, SC Bar No. 79067  
Sarah B.-Oliver, SC Bar No. 80165  
J. Martin Page, SC Bar No. 100200  
Brook Dangerfield, SC Bar No. 77912  
Marc S. Asbill, SC Bar No. 100332  
January N. Taylor, SC Bar No. 80069  
Travis E. Menk, SC Bar No. 79144  
Mark A. Pearson, SC Bar No. 15926

ATTORNEY(S) FOR THE PLAINTIFF(S)

Ziraili M. Elbey a/k/a 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. s/b/m to Option One Mortgage Corporation  
DEFENDANT(S)

  
CLERK OF COURT

Court Reporter:

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

RECEIVED

DEC 02 2013

SC Court of Appeals

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

Respondents.

Case No. 2011-CP-29-35

**RESPONDENT 'S REFUSES  
OFFER TO CONTRACT &  
ACCOMMODATION WITH  
PLAINTIFF'S MOTION &  
ORDER TO RESTORE TO  
INCLUDE PLAINTIFF'S FORM 4**

FILED  
OFFICE OF CLERK  
OF COURT  
2013 AUG - 09 PM 12:30  
CLERK OF COURT  
LANCASTER, SC

Come ye now, Respondent, Ziraili M Elbey received an offer to contract with the above named Plaintiff, Monday, August 05, 2013. Respondent refuses this offer to contract to any and all accommodation made by Plaintiff in its Motion and Order to Restore case#2011-CP-29-35 including the attached SC Court Form 4. There is no expressed or implied contract/agreement between Respondent Ziraili M Elbey and Plaintiff as to Plaintiff's recent Motion and Order to Restore case#2011-CP-29-35 before this court. A **contract** is an obligation which arises from actual **agreement** of the parties manifested by words, oral or written, or by conduct. Gaskins v. Blue Cross Blue Shield of South Carolina, 271 S.C. 101, 245 S.E. (2d) 598 (1978); Moore v. Palmetto State Life Insurance Co., 222 S.C. 492, 73 S.E. (2d) 688 (1952). If **agreement** is manifested by words, the **contract** is said to be express. Thomas v. Lomax, 82 Ga. App. 592, 61 S.E. (2d) 790 (1950). If it is manifested by conduct, it is said to be implied. Dowling v. Charleston & W.C. Ry. Co., 105 S.C. 475, 81 S.E. 313 (1913). In either case, the parties must manifest a mutual intent to be bound. Hughes v. Edwards, 265 S.C. 529, 220 S.E. (2d) 231 (1975); Shealy v. Fowler, 182 S.C. 81, 188 S.E. 499 (1936). Without the actual **agreement** of the parties, there is **no contract**. Edens v. Laurel Hills, Inc., 271 S.C. 360, 247 S.E. (2d) 434 (1978). There is no mutual intent to **contract** with Plaintiff nor to accept Plaintiff's offer through its Motion & Order to Restore Case#2011-CP-29-35. There is no controversy. Let it be known, that the initial Complaint dated 01/14/2011 before this court has been "SATISFIED" as a matter of law.

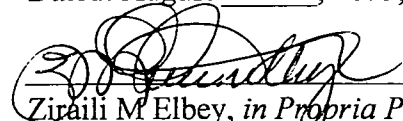
In any event, the evidence before this court, Respondent prays the court views in the light most favorable to Respondent, as Plaintiff fails to establish all elements essential to restore based on South Carolina contract law. Respondent refuses offer to contract.

### VERIFICATION

I, Ziraili M Elbey, Plaintiff in the above entitled action, hereby verify under penalty of perjury, under the laws of the **United States of America** without the “United States” (federal government), that the above statement of facts and laws is true and correct, according to the best of My current information, knowledge, and belief, so help me God, pursuant to 28 U.S.C. 1746(1).

Dated: August 08<sup>th</sup>, 2013, A.D.

By:

  
Ziraili M Elbey, *in Propria Persona*  
“All Rights Reserved”

Printed: Ziraili Mohassan Elbey, Respondent, *In Propria Persona*  
(not “Pro Se”[sic])

# CERTIFICATION OF MAILING

The undersigned hereby certifies that she is Ziraili-Mohassan: Elbey, Secured Party/Principal is of such age and discretion as to be competent to serve papers. That on the date of August 08<sup>th</sup> 2013 she served a copy of **RESPONDENT 'S REFUSES OFFER TO CONTRACT & ACCOMMODATION WITH PLAINTIFF'S MOTION & ORDER TO RESTORE TO INCLUDE PLAINTIFF'S FORM 4** 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 CERTIFIED U.S. Mail.

Party(ies) Served:

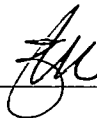
Chad W. Burgess, Esquire  
Brock & Scott, PLLC  
3800 Fernandina Rd, Suite 110  
Columbia, South Carolina 29210

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: 08<sup>th</sup>, August  
9789 Charlotte Highway, Suite 400-191  
Ft. Mill, South Carolina

FILED  
OFFICE OF CLERK  
OF COURT  
2013 AUG - 9 PM 12: 20  
CLERK OF COURT  
LANCASTER, SC

  
\_\_\_\_\_  
Ziraili M Elbey, Secured Party/Principal  
"All Rights Reserved"

SEAL

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2011-CP-29-00035

H&R Block Bank

PLAINTIFF(S)

Ziraili M. Elbey a/k/a 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. s/b/m to Option One Mortgage Corporation

DEFENDANT(S)

Submitted by: Brock & Scott, PLLC  
Westpark Center  
3800 Fernandina Road Suite 110  
Columbia, SC 29210

Attorney for :  Plaintiff  Defendant  
 or  
 Self-Represented Litigant

**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):**  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 : Motion and Order to Restore

**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)
H&R Block Bank	Ziraili M. Elbey (a/k/a Ziraili Mohassan El Bey)	\$233,312.88

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

FILED  
 OFFICE OF CLERK  
 OF COURT  
 2013 AUG - 9 PM 12: 20  
 CLERK OF COURT  
 LANCASTER CO SC

FORM 4

STATE OF SOUTH CAROLINA
COUNTY OF LANCASTER
IN THE COURT OF COMMON PLEAS
H & R BLOCK BANK, FSB

JUDGMENT IN A CIVIL CASE

CASE NO. 2011 -CP- 29 - 00035
Ziraili M. Elbey a/k/a Ziraili Miahassan 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. s/b/m to
Option One Mortgage Corporation

PLAINTIFF(S)

DEFENDANT(S)

FILED
OFFICE OF CLERK
OF COURT
2013 AUG -6 PM 1:31
CLERK OF COURT
LANCASTER, SC

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 \$233,312.88 Satisfied. ([see] attached Statement of Accounts)
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:

Dated at \_\_\_\_\_, South Carolina, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

PRESIDING JUDGE

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

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

CLERK OF COURT

2013002511

RECORDING REQUESTED BY

DEED NO CHARGE  
RECORDING FEES

\$0.00

PRESENTED & RECORDED:  
02-19-2013 12:22 PM

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

BK: DEED 715  
PG: 233-251

2013002512

SATISFACTION MORTGAGE  
RECORDING FEES

\$5.00

PRESENTED & RECORDED:  
02-19-2013 12:23 PM

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

BK: MORT 2618  
PG: 242-260

AND WHEN RECORDED, MAIL THIS DEED AND, UNLESS OTHERWISE SHOWN BELOW, MAIL TAX STATEMENT TO:

Name: Ziraili M Elbey  
Street Address: 9789 Charlotte Hwy, Ste 400-191  
City, State & Zip code: Ft. Mill, South Carolina 29707

TITLE ORDER NO. \_\_\_\_\_ ESCROW NO 9723536795

**SATISFIED**  
**MTG BK 2600 PG 270**  
**DATE 2-19-2013**  
**REGISTER OF DEEDS**  
**LANCASTER COUNTY, SC**

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**DEED OF FULL RECONVEYANCE**

Whereas, Ziraili M Elbey, the Trustee is under the Deed of Trust dated March 19, 2006, made and executed by ZIRAILI M ELBEY as Trustor(s) to Ziraili M Elbey as beneficiary and recorded as Instrument No. 2013000645 on 01/14/2013, in Book 2600 at Page 270-280 of the Office Records in the Office of the Recorder of LANCASTER County, State of South Carolina having received from Beneficiary is under said Deed of Trust a written request to reconvey, reciting that all sums secured by said Deed of Trust have been fully paid, and said Deed of Trust and the note or notes secured thereby having been surrendered to the Trustee is for cancellation, do I hereby reconvey, without warranty, to the person or persons legally entitled thereto, all right, title and interest heretofore acquired and now held by said Trustee under said Deed of Trust, in the real property commonly know as 13132 Wilburn Park Lane situated in the County of LANCASTER, State of South Carolina, and more particularly described as follows:  
SEE ATTACHED

Date: 2/19/13

First Witness Keldin Jupp  
Second Witness David Miller  
Ziraili M Elbey, as Trustee/Trustor

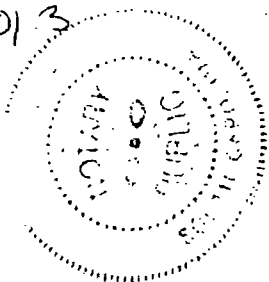
STATE OF South Carolina  
COUNTY OF York

On 2/19/13 before me, Kisha White, a Notary Public, personally appeared Ziraili M Elbey who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of South Carolina that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature Kisha White (SEAL)

sharis Sept 10, 2013



RIGHT THUMBPRINT (Optional)



CAPACITY CLAIMED BY SIGNER(S)  
 INDIVIDUAL(S) Ziraili M Elbey  
 CORPORATE  
OFFICER(S) \_\_\_\_\_  
 PARTNER(S)  LIMITED  
 ATTORNEY IN FACT  GENERAL  
 TRUSTEE(S)  
 GUARDIAN/CONSERVATOR  
 OTHER: Secured Party Creditor

SIGNER IS REPRESENTING:  
Name of Person(s) or Entity(ies)

FILED  
OFFICE OF CLERK  
OF COURT

2013000645

UCC - LAND  
RECORDING FEES \$17.00

PRESENTED & RECORDED:  
01-14-2013 03:22 PM

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

BK:MORT 2600

PG:270-280

Case # 2011-CP-29-35

UCC FINANCING STATEMENT AMENDMENT 4 PM 3:51

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]  
Ziraili Samara- Mohassan:El:Bey  
CLERK OF COURT  
LANCASTER, SC

B. SEND ACKNOWLEDGMENT TO: (Name and Address)  
Nationstar Mortgage LLC, Attn: Payoff Department  
350 Highland Drive  
Lewisville, Texas 75067

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #  
2012005278:Book:Mort 2484 Pg:311-312  
1b. This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS.

2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.  
3. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4.  ASSIGNMENT (full or partial): Give name of assignee in Item 7a or 7b and address of assignee in Item 7c; and also give name of assignor in Item 9.  
5. AMENDMENT (PARTY INFORMATION): This Amendment affects  Debtor or  Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in Items 8 and/or 7.  
 CHANGE name and/or address: Give current record name in Item 6a or 6b; also give new name (if name change) in Item 7a or 7b and/or new address (if address change) in Item 7c.  
 DELETE name: Give record name to be deleted in Item 6a or 6b.  
 ADD name: Complete Item 7a or 7b, and also Item 7c; also complete Items 7d-7g (if applicable).

6. CURRENT RECORD INFORMATION:  
6a. ORGANIZATION'S NAME  
NATIONSTAR MORTGAGE LLC, PAYOFF DEPARTMENT:DEBTOR  
OR  
6b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:  
7a. ORGANIZATION'S NAME  
NATIONSTAR MORTGAGE LLC, PAYOFF DEPARTMENT:DEBTOR  
OR  
7b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7c. MAILING ADDRESS  
350 HIGHLAND DRIVE  
LEWISVILLE TX 75067 USA  
7d. TAXID # SSN OR EIN ADDL INFO RE ORGANIZATION DEBTOR 7e. TYPE OF ORGANIZATION LLC 7f. JURISDICTION OF ORGANIZATION USA 7g. ORGANIZATIONAL ID #, if any  NONE

8. AMENOMENT (COLLATERAL CHANGE): check only one box.  
Describe collateral  deleted or  added, or give entire  restated collateral description, or describe collateral  assigned.

This is a partial release and partial assignment of the Debtor's Pledge property described and secured in the initial Financing Statement, No: 2012005278, Book: Mort 2484, Page: 311-312. This Setoff-Adjustment-Equal Exchange of this attached account, under Public Policy HJR-192, UCC Sections 1-104 and 10-104, and Financial Accounting Standards, FASB 39,95 and 140 in the amount of \$241,940.00 in Collateral and Credit (off balance sheet), due on account is hereby released and assigned to: Payoff Department, for NATIONSTAR MORTGAGE LLC or their successor/assign (or Bank/Mortgage Company) for complete settlement and post-settlement closure of escrow in accordance with 28 USC Sec. 2041 (or FASB 39,95 and 140 if assign to Bank/Mortgage Company) PAY TO THE ORDER: NATIONSTAR MORTGAGE LLC. Account/Loan No: 597002327/#-9723536795-\$241,940.00; Liability Discharged pursuant to Financial Accounting Standards, FASB 39,95 and 140; UCC, Sections 3-415, 3-501, 3-601, 3-605 as known in SOUTH CAROLINA CODE OF COMMERCE (SCCC): HJR-192, 28 USC Sec. 2041; and of the Constitution of South Carolina.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor, add collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here  and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME  
OR  
9b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX  
El-Bey, Secured Party Ziraili Samirra Mohassan

10. OPTIONAL FILER REFERENCE DATA  
Authorized Representative:

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

**UCC FINANCING STATEMENT AMENDMENT ADDENDUM**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

11. INITIAL FINANCING STATEMENT FILE # (same as item 1a on Amendment form)

2012005278:Book:Mort 2484 Pg:311-312

12. NAME OF PARTY AUTHORIZING THIS AMENDMENT (same as item 9 on Amendment form)

12a. ORGANIZATION'S NAME

OR

12b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME, SUFFIX

El-Bey:Secured Party

Ziraili

Samara Mr

13. Use this space for additional information

SECURED PARTY ACCEPTS MORTGAGE, LOAN ACCOUNT NO. 597002327 AND ALL RELATED COLLATERAL AND CREDIT (OFF BALANCE SHEET) DUE ON ACCOUNT, ORDERS BONDS, INSURANCE, RE-INSURANCE, SECURITIES, INSTRUMENTS, TRANSFER ORDERS, PRODUCTS, OBLIGATIONS AND other hypothecated real or personal property. Debtor herein consents and pledges this related property, to Secured Party. Said property is accepted for value and is Levy, and is herewith registered in the Commercial Chamber under necessity in order to protect a security interest in the collateral described herein is the private property of the Secured Party as Authorized Representative of the Debtor and is herein Liened at a sum certain One Million, Three Hundred Thousand Dollars and Zero Cents (\$1,300,000.00) Property further described as Home Mortgage, Loan Account No. 597002327, issued on July 31, 2009 by NATIONSTAR MORTGAGE, LLC; Real Property (Home & Land) and Private Property ((Home & Land) located near Non-Domestic, Foreign geographical location 13132 Wilburn Park Lane, city of Fort Mill, South Carolina republic— Without the US (District of Columbia). Real Property Parcel Assessor Description— MAP NUMBER #0006M-OA-261.00 and Real Property Assessor Description: DB61092 (See annexed Meets & Bounds and Assessor printout included with this filing) Before ANY of the above property can be disbursed, exchanges, sold, forfeited, gifted, transferred, surrendered, conveyed, destroyed, disposed of, or otherwise removed from the Debtor's possession, Secured Party must be satisfied in full dishonor via Certified Bank Check/Money Order in the sum certain amount of \$1,300,000.00. Money of Account.

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

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DEC 02 2013

SC Court of Appeals

FORT MILL PO  
 FORT MILL, South Carolina  
 297152313  
 3613950935 -0097

12/24/2012 (803)547-2771 11:20:26 AM

Registered No. RA270704656US

Date Stamp

To Be Completed By Post Office	Reg. Fee	\$11.75	Return Receipt	\$2.35
	Handling Charge	\$0.00	Restricted Delivery	\$0.00
	Postage	\$1.30		
	Received by			

0935  
 05  
 12/24/12

Customer Must Declare Full Value \$ 100.00 Domestic Insurance up to \$25,000 is included based upon the declared value. International indemnity is limited. (See Reverse).

**OFFICIAL USE**

To Be Completed By Customer (Please Print) All Entries Must Be in Ballpoint or Typed	FROM	29715 Ziraili Mohassan El Bey 8508 Park Rd # 1821 Charlotte, NC 28210 Nationsstar Realty LLC
	TO	LEWISVILLE TX 75067 Payoff Dept 350 Highland Drive Lewisville, TX 75067

PS Form 3806, Receipt for Registered Mail Copy 1 - Customer  
 May 2007 (7530-02-000-9051) (See Information on Reverse)  
 For domestic delivery information, visit our website at www.usps.com

**Sales Receipt**

Product Description	Sale Qty	Unit Price	Final Price
---------------------	----------	------------	-------------

LEWISVILLE TX 75067			\$1.30
Zone-5 First-Class Large Env			
2.50 oz.			
Expected Delivery: Thu 12/27/12			
Return Rcpt (Green Card)			\$2.35
-- Registered			\$11.75
Insured Value :		\$100.00	
Article Value :		\$100.00	
Label #:	RA270704656US		
Issue PVI:			===== \$15.40

Total: \$15.40

Paid by: VISA \$15.40

Account #: XXXXXXXXXXXXX0149  
 Approval #: 087757  
 Transaction #: 466  
 23 903230951

\*\* Save this receipt as evidence of insurance. For more information regarding domestic insurance, visit our website at usps.com/insurance/postoffice.htm

Order stamps at usps.com/shop or call 1-800-Stamp24. Go to usps.com/clicknship to print shipping labels with postage. For other information call 1-800-ASK-USPS.

\*\*\*\*\*  
 \*\*\*\*\*  
 Get your mail when and where you want it with a secure Post Office Box. Sign up for a box online at usps.com/poboxes.  
 \*\*\*\*\*  
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Bill#: 1000302517833  
 Clerk: 05

All sales final on stamps and postage  
 Refunds for guaranteed services only  
 Thank you for your business

Note: Express Mail refund restrictions in effect for mailing dates Dec. 22 - 25

\*\*\*\*\*  
 \*\*\*\*\*  
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YOUR OPINION COUNTS

\*\*\*\*\*  
 \*\*\*\*\*

Customer Copy

Nationstar Mortgage LLC, Attn: Payoff Department  
350 Highland Drive  
Lewisville, Texas 75067  
1-888-480-2432

Statement Date: November 15, 2012

Payoff Statement  
Amended

Send to: ZIRAILI ELBEY  
#-9723536795  
FOR INTERNAL USE ONLY

Mortgagor(s) ZIRAILI ELBEY  
Property Addr: 13132 WILBURN PARK LN  
FORT MILL, SC 29707

Loan Nbr: 597002327

The following statement reflects the estimated payoff amount required to prepay the above referenced mortgage in full. Interest will be collected up to the date payoff funds are received.

This mortgage is presently in default. It is possible that it could be referred to an attorney for foreclosure action if not brought current. This may result in additional costs.

Interest Paid to Date: 2/01/10

Next Payment Due Date: 3/01/10

QUOTE DETAIL

Unpaid Principal 189,911.32  
Interest Due 42,982.32  
(From 2/01/10 to 11/30/12 at 7.999%)  
Late Charges of 868.08  
Deferred Late Charges 723.40  
Corporate Advance 4,306.85  
Escrow Advance 1,589.11

COUNTY RECORDING FEE 5.00  
APPRAISAL FEE 425.00  
TITLE FEE 125.00  
LEGAL FEES 1,000.00

Balance Due 241,936.08  
By 11/30/12

Prin and Interest 1,446.74  
Mthly Escrow Pymt .01

Mortgage Payment 1,446.75

If payoff funds are submitted after 11/30/12, the applicable per diem interest of \$ 41.62 must be added for each day thereafter. Continue to make your scheduled mortgage payments. DO NOT PLACE A STOP PAYMENT ON ANY CHECK PREVIOUSLY REMITTED. If any scheduled payment is received after the Late Charge grace period as set forth in the applicable Note, a Late Charge of \$ 72.34 will be assessed.

Estimated Disbursements: Due Date Amount  
HAZARD STR 11/29/12 196.48  
COUNTY TAX 1/15/13 1,178.79

PAYOFF FUNDS MUST BE REMITTED USING CERTIFIED FUNDS OR BY WIRE TRANSFER ONLY. If using wire transfer, forward to: Wells Fargo Bank, N.A., Routing # 121000248, for credit to Nationstar Mortgage LLC Payment Clearing Account # 40590000597002327. If mailing certified funds, make payable to Nationstar Mortgage LLC and forward to the address listed at the top of page. Funds received after 3:00pm Central Time may be posted on the following business day. Please include the Mortgagor's Loan Number on all correspondence.

\*\*\*IMPORTANT NOTICE\*\*\* We reserve the right to adjust any portion of this statement at any time for one or more of the following reasons, but not limited to: recent advances, returned items, additional fees or charges, disbursements made on your behalf, scheduled payment(s) from an escrow account, transfer of servicing and/or inadvertant clerical errors.

This payoff statement is subject to the provisions of the mortgage note. Funds will be held in escrow until the mortgage is paid in full. This statement is subject to the provisions of the mortgage note. Funds will be held in escrow until the mortgage is paid in full.

This is an attempt to collect a debt, and any information obtained will be used for that purpose 11/15/2012 2:21PM

**EXHIBIT "A"**

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 of 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 the mortgagor herein by deed from The Ryland Group, Inc. dated March 29, 2006 and recorded April 7, 2006, in Record Book 329, at Page 170.



Respondent, Ziraili Elbey Answers Plaintiff's Motion pleading as follows:

1. That this Court lacks both subject matter and personal jurisdiction over Respondent pursuant to SCRPC 12(b)(1) and 12(b)(2). The mortgage lien is "SATISFIED". Accordingly, this action should be dismissed with prejudice.
2. That Plaintiff's pleading fails to state a claim upon which relief can be granted against Respondent. The mortgage lien is "SATISFIED". Accordingly, this action should be dismissed with prejudice.
3. That in accordance with Rule 8(a) SCRPC Plaintiff's pleading fails to provide a short, plain statement of the claim or that Plaintiff is entitled to any alleged relief sought therein. The mortgage lien is "SATISFIED". Accordingly, this action should be dismissed with prejudice.
4. That those portions of Plaintiff's pleading styled "Motion", "Order to Restore", filing Chapter 13 of the United States Bankruptcy Code....case be restored pursuant to "Chief Justices' Administrative Order issued June 5, 1992 fail to states facts which require an admission or denial. There allegations simply state conclusions of law to which no response is required. However, to the extent a response is required, those previous pleadings of Plaintiff are expressly denied. "Unclear Chain of Title" as to the right of the Plaintiff to enforce the mortgage and mortgage NOTE. The mortgage lien is "SATISFIED". Accordingly, this action should be dismissed with prejudice.
5. That Plaintiff fail to include in its pleading that the "SATISFACTION" of mortgage lien in question, regarding Respondent, Ziraili M Elbey as it relates Plaintiff's initial Complaint #2011-CP-29-35, mortgage foreclosure. This honorable Clerk of Court as a matter of record and duty of office on Respondent's mortgage lien. Registered of Deeds office posted mortgage lien "Satisfied" by this Court, Lancaster, South Carolina Court of Common Pleas and filed with the Lancaster Register of Deeds Office, as of February 19, 2013. [See Exhibit "A" to include Instrument No.# 2013002511, BK: DEED 715, PG: 233-251, and Instrument No: 2013002512, BK: MORT 2618, pg: 242-260] Accordingly, this action should be dismissed with prejudice. The mortgage lien is "SATISFIED".
6. That Plaintiff fail to include in its Motion to Restore Complaint #2011-CP-29-35 that South Carolina Code of Laws, Title 36 – Commercial Codes defines the entity having the right to enforce and make demands upon this Respondent regarding the mortgage, and mortgage NOTE. It is the Uniform Commercial Code laws of South Carolina, in force, at all times relevant to this initial Complaint#2011-CP-29-35 to foreclose on Respondent's property, filed January of 2011. Respondent, Ziraili M Elbey according to [UCC 36 § 3-104] is not dishonored or in default under the NOTE. Respondent's NOTE is a negotiable instrument pursuant to Article 3 of the UCC. [See Exhibit "B" , a copy of the NOTE previously submitted in this case by Plaintiff last year August 2012] Accordingly, this action should be dismissed with prejudice. The mortgage lien and NOTE is "SATISFIED".

7. That Plaintiff fail to include in its Motion to Restore Compliant #2011-CP-29-35 that its copy of the Respondent's NOTE shows no indorsements, directly on it or attached [ALLONGE] to it, and therefore does not indicate that it was ever **transferred, sold, exchanged or delivered by the lender to anyone else**. Further, Exhibit "B", the copy of the "NOTE in the Complaint #2011-CP-29-35 does not indicate that the NOTE was ever negotiated [UCC 36 § 3-201 (a)] or that it was ever transferred or deliver to another entity [or mortgage servicer ] , [UCC 36 § 3-203] and [UCC 36§ 1-201(15)]. Other Respondent, Option One Mortgage Corporation, the original lender told this writer, that it sold the note [see Allonge attached to Exhibit "B"] shortly after it was originated, thereby disclaimed any right in the NOTE. Accordingly, this action should be dismissed with prejudice. The mortgage lien and NOTE is "SATISFIED".

8. That Plaintiff fails to include in its Motion to Restore Compliant #2011-CP-29-35 that Plaintiff, H & R Block Bank, NA cannot enforce foreclosure because it has no right to make any demands for payment than the question is "who does." Accordingly, this action should be dismissed with prejudice. The mortgage lien and NOTE is "SATISFIED".

9. That Plaintiff fails to include in its Motion to Restore Compliant #2011-CP-29-35 that South Carolina's UCC laws help protect the interests of the Respondent, Ziraili Elbey with genuine interests in enforcement of her NOTE. The intended protections of the UCC are recognized across America. See, for example, *In re Kemp*, No. 08-18700-JHW (Bankr. D. NJ 2010) ("From the maker's standpoint, therefore, it becomes essential to establish that the Plaintiff who demands foreclosure preceding or demands payment of a negotiable Note, or to whom payment is made, is the duly qualified holder. Otherwise, the obligor [the Respondent] is exposed to the risk of double payment or at least to the expense of litigation incurred to prevent duplicative satisfaction of the instrument."); *Well Fargo Bank v. Sessley*, 2010-Ohio-2902 (OH Ct.App. 2010)(Noting an underlying concern about multiple judgments on the same debt.); *In re Kang Jin Hwang*, 396 B.R. 757 (Bankr. C.D. CA 2008)(Weighing whether failure to join another party to the suit might leave the Respondent, the borrower subject to a substantial risk of incurring multiple obligations under the same NOTE.); Accordingly, this action should be dismissed with prejudice. The mortgage lien and NOTE is "SATISFIED".

10. That Plaintiff fails to include in its Motion to Restore Compliant#2011-CP-29-35 *In the Matter of Foreclosure of a Deed of Trust Executed by Woodard*, 185 N.C.App. 159 (NC CtApp. 2007)("[T]he [Respondent], payor of a note exposes herself to double liability, if she makes payments to someone other than the holder of the instrument, unless the other entity to whom payment is made is an agent of the owner of the NOTE.") **Special Note: The right to enforce a NOTE requires strict adherence to the UCC in South Carolina in order to achieve its protective policies.** See, for example, *Adams Madison Realty & Development, In.*, 853 F.2d 163 (3<sup>rd</sup> Cir. 1988)(Holding that strict compliance with the South Carolina UCC protects each intended owner of the note as it gets passed about); *Cogswell v. Citifinancial Mortgage*, 624 F.3d. 395 (US Cir. 7<sup>th</sup> 2010)(Ruling against the foreclosure machine because of its failure to prove compliance with the South Carolina UCC laws created reasonable concern about whether the "Note" was actually held by another. Accordingly, this action should be dismissed with prejudice. The mortgage lien and NOTE is "SATISFIED".

11. That Respondent, Ziraili Elbey includes the following documents to support Respondent's ownership and further NOTICES this honorable court accordingly Plaintiff's pleading should be dismissed with prejudice. The mortgage lien and NOTE is "SATISFIED". Further, the documents include:

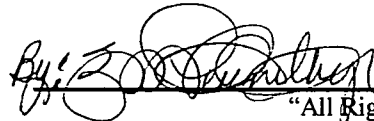
- (a) UCC 1 – Correction made to the terms with the "NOTE" [16 CFR 433]
- (b) 1099-A Form

The Respondent, prays that this Court would vacate the foreclosure order and release Quiet Title to her property. So be it!

**VERIFICATION**

I, Ziraili M Elbey, Plaintiff in the above entitled action, hereby verify under penalty of perjury, under the laws of the **United States of America**, without the "United States" (federal government), that the above statement of facts and laws is true and correct, according to the best of My current information, knowledge, and belief, so help me God, pursuant to 28 U.S.C. 1746(1).

Dated: August 5<sup>th</sup>, 2013 A.D.



"All Rights Reserved"  
Printed: **Ziraili** Mohassan Elbey, Plaintiff *In Propria Persona*  
(not "Pro Se" [sic])

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**SC Court of Appeals**