

**DESIGNATION OF MATTER TO BE  
INCLUDED IN THE RECORD ON APPEAL**

THE STATE OF SOUTH CAROLINA  
In The Court of Appeals

APPEAL FROM LANCASTER COUNTY  
Court of Common Pleas

Philip E. Wright, Special Referee

Case No. 2013-002-373

H & R Block Bank, FSB

Respondent,

v.

Ziraili M Elbey, a/k/a Ziraili  
Mohassan El Bey,

Appellant.

**DESIGNATION OF MATTER TO BE  
INCLUDED IN THE RECORD ON APPEAL**

Appellant proposes the following be included in the Record on Appeal:

1. COPY OF TRANSCRIPT, Original sent to Brock & Scott, PLLC  
For Respondent H & R Block Bank, FSB

I certify that this designation contains no matter which is irrelevant to this appeal.

December 02, 2013

By: Ziraili M Elbey  
Ziraili M Elbey, *In Propria Persona*  
9789 Charlotte Highway, #400-191  
Indian Land, South Carolina 29707  
(803) 233-2665

**RECEIVED**

DEC 04 2013

**SC Court of Appeals**

**PROOF OF SERVICE OF TRANSCRIPT**

THE STATE OF SOUTH CAROLINA  
In The Court of Appeals

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v.


Ziraili M Elbey, a/k/a Ziraili  
Mohassan El Bey,

Appellant.

**PROOF OF SERVICE**

I certify that Brock & Scott, PLLC, Attn: Chad Burgess, 3800 Fernandina Rd, Ste 110, Columbia, South Carolina 29210 have received the original copy of transcript mailed directly from CREEL COURT REPORTING, INC., 1230 Richland Street, Columbia, SC 29201. Service confirmed. I have served the front page of same transcript, by depositing a copy of it in the United States Mail, postage prepaid, on December 02, 2013, addressed to H & R Block Bank, FSB its attorney of record, Brock & Scott, PLLC, Attn: Chad Burgess, 3800 Fernandina Rd, Ste 110, Columbia, South Carolina 29210

December 02, 2013

By:   
Ziraili M Elbey, *In Propria Persona*  
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**SC Court of Appeals**

STATE OF SOUTH CAROLINA ) COURT OF COMMON PLEAS  
 )  
COUNTY OF LANCASTER ) C/A No. 2011-CP-29-00035

H&R Block Bank, FSB, )

Plaintiff, )

v. )

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, )

Defendants. )  
----- )

COPY

## HEARING

\*\*\*\*\*

**Thursday, October 24, 2013**  
10:30 a.m. - 12:00 p.m.

The hearing before the Honorable Phillip E. Wright, Special Referee for Lancaster County, was taken at 104 N. Main Street, Conference Room B, Lancaster, South Carolina on the 24th day of October, 2013 before Jennifer Nottle, Court Reporter and Notary Public in and for the State of South Carolina.



**CREEL COURT REPORTING, INC.**  
1230 Richland Street / Columbia, SC 29201  
(803) 252-3445 / (800) 822-0896

**APPEARANCES**

**Chad W. Burgess, Esquire**

James Harkey, Associate  
Brock & Scott, PLLC  
3800 Fernandina Rd., Ste. 110  
Columbia, South Carolina 29210  
Attorney for the Plaintiff

**Also Present:**

Zaraili M. El Bey, Defendant, Pro-Se  
Wes Clayton, Trustee

**INDEX**

Certificate . . . . . 50

**EXHIBITS**

Plaintiff's Exhibit Number One . . . . . 10  
(Disciplinary Letter)  
Plaintiff's Exhibit Number Two . . . . . 17  
(Judgement)  
Defendant's Exhibit Number One . . . . . 26  
(Certificate of No Record)  
Defendant's Exhibit Number Two . . . . . 27  
(Fannie Mae Loan Lookup)  
Defendant's Exhibit Number Three . . . . . 29  
(Assignment of Mortgage)  
Court's Exhibit Number One . . . . . 34  
(Statutes)



1 **THE COURT:** My name is Phillip Wright. I am a  
2 Special Referee appointed in Case 2011-CP-29-  
3 35, H&R Block Bank versus Ziraili M. El Bey, in  
4 propria persona. Present today at the hearing  
5 are a number of people and I'm going to go  
6 around the room and ask first Plaintiff's  
7 counsel to introduce themselves.

8 **MR. BURGESS:** Good morning, Your Honor. May it  
9 please the Court. My name is Chad Burgess. I  
10 represent the Plaintiff, H&R Blank -- Block  
11 Bank.

12 **THE COURT:** Okay. And the gentleman at the ---

13 **MR. BURGESS:** Your Honor, this is my law clerk,  
14 James Harkey. He's here merely as a -- as a --  
15 an observer.

16 **THE COURT:** Okay. And I believe the Defendant, Mrs.  
17 El Bey is here?

18 **MS. EL BEY:** I am Ziraili Mohassan El Bey --

19 **THE COURT:** El Bey.

20 **MS. ELBEY:** -- and I'm representing the all-caps  
21 name of "Ziraili M. El Bey." I am ---

22 **THE COURT:** I'm sorry, I didn't understand what you  
23 said.

24 **MRS. EL BEY:** Yes.

25 **THE COURT:** You're representing what?



1 **MS. EL BEY:** The all-caps name, "Ziraili," all-caps,  
2 "M.," initial, "El Bey," the corporate entity  
3 that H&R Block and Nations Forward Mortgage,  
4 LLC, addresses an all-caps name, but I'm here  
5 as an individual.

6 **THE COURT:** All right. And there's a gentleman  
7 seated in the room.

8 **MR. CLAYTON:** Observer, Wes Clayton.

9 **THE COURT:** I'm sorry?

10 **MR. CLAYTON:** Observer, Wes Clayton.

11 **THE COURT:** Wes Clayton. C-L-A-Y?

12 **MR. CLAYTON:** T-O-N.

13 **THE COURT:** T-O-N. Do you intend to testify in the  
14 proceeding, Mr. Clayton?

15 **MR. CLAYTON:** Testify?

16 **THE COURT:** Do you intend to testify?

17 **MR. CLAYTON:** No.

18 **THE COURT:** All right.

19 **MR. BURGESS:** Your Honor, I don't anticipate there  
20 will be any testimony today. This is a motions  
21 hearing and ---

22 **THE COURT:** This is everything. There will be  
23 testimony today.

24 **MR. BURGESS:** Ah.

25 **THE COURT:** We will finish this case today.



1 **MR. BURGESS:** Ah.

2 **THE COURT:** All right?

3 **MR. BURGESS:** Yes, sir.

4 **THE COURT:** Now, first, Mrs. El Bey, I want to go  
5 back to your statement. You differentiate, for  
6 some reason, your name. Can you tell me --  
7 explain to me why you are calling yourself by  
8 an all-caps name of some nature?

9 **MS. EL BEY:** For the record and on the record, for  
10 this Honorable Court, it's not that I'm calling  
11 myself the all-caps name, but any addresses,  
12 statements, mortgage, notes, have been in all-  
13 caps, not me as a living individual person. I  
14 am not an attorney and I'm not real versed in  
15 the law, per per (sic), but I am demanding my  
16 rights at this time in and not for them to be  
17 confused, that my rights and due process of law  
18 as an individual are upheld by the oath of  
19 office of the Special Referee and the Plaintiff  
20 that's being represented here today. That each  
21 party agrees to uphold the constitution, the  
22 federal constitution, the constitution of South  
23 Carolina and not limit to the Bill of Rights,  
24 the indigenous rights of United Nations of  
25 Indigenous People. So, the all-caps name is



1 now coming before this Court in order to have  
2 this action dismissed with prejudice and I will  
3 state the following reasons when I'm given  
4 time to speak.

5 **THE COURT:** Mr. Burgess, who did you sue in this  
6 case?

7 **MR. BURGESS:** Your Honor, the Defendant, Ziraili M.  
8 El Bey, the person who signed the note and the  
9 mortgage in this action.

10 **THE COURT:** May I see -- May I see the note and  
11 mortgage, please?

12 **MR. BURGESS:** Yes, Your Honor, I do have the  
13 originals of these documents. Here's the  
14 original note and I also have the original  
15 mortgage.

16 **MS. EL BEY:** I'd like to see copies of those, too,  
17 when you finish.

18 **THE COURT:** Ms. El Bey, I'm looking at a note that  
19 is dated -- well, the loan number that is  
20 noted is 571007388 and it has a date of 3/29/06  
21 on it and is a promissory note in the amount of  
22 \$197,186, that has a maturity date of April  
23 2036 with the first payment due of May 2006.  
24 And on the second page of the note, there is a  
25 signature that appears to be a signature made



1 by someone asserting themselves to be Ziraili  
2 M. El Bey, bearing Social Security number [REDACTED]  
3 [REDACTED].

4 **MS. EL BEY:** I object, Your Honor. That is not my  
5 signature but the name is in all-caps, as I  
6 indicated earlier.

7 **THE COURT:** I'm going to ask you to look at that  
8 document and tell me whether you signed that  
9 document.

10 **MS. EL BEY:** For the record, Your Honor, I did not  
11 sign this document, as I have indicated in  
12 previous pleadings, that the documents have  
13 been altered. It does appear to have the all-  
14 caps name "Ziraili M. El Bey"; that is correct.  
15 And on the allonge that's attached, the all-  
16 caps name appear again and that is "Ziraili M.  
17 El Bey" on the allonge to the note, which I was  
18 not aware of.

19 **THE COURT:** Okay. And I also have a mortgage that  
20 is dated March 29th, 2006, recorded in Mortgage  
21 Book 1486 at Page 1, in the face amount of  
22 \$197,186 and the mortgage is some seven pages  
23 long. And on page seven, again, appears a  
24 signature above the typed name "Ziraili M. El  
25 Bey." I'll ask you if that's your signature.



1 **MS. EL BEY:** Objection, Your Honor, this is not my  
2 signature, again, as I have indicated in the  
3 past pleadings that these documents have been  
4 altered. So let the record reflect, here  
5 again, the all-caps name "Ziraili M. El Bey,"  
6 it is not my signature.

7 **THE COURT:** All right. Mr. Burgess, do you have any  
8 motions that you want the Court to hear before  
9 we begin taking testimony on the merits of the  
10 case?

11 **MR. BURGESS:** Yes, Your Honor. Back on September  
12 the 26th, 2013, we -- our office filed a Motion  
13 to Strike the pleadings of Ms. El Bey, along  
14 with a Motion for Sanctions against Ms. El Bey.  
15 As Your Honor is aware, there is a number of  
16 pleadings filed by Ms. El Bey in this action,  
17 all of which appear to be as a part of the --  
18 what I know to be a Sovereign Citizens group  
19 known as the ---

20 **MS. EL BEY:** Objections.

21 **THE COURT:** Ma'am ---

22 **MS. EL BEY:** Objections.

23 **THE COURT:** Ma'am, you are not to speak while  
24 someone else is speaking. When the time comes  
25 for you to speak, I will let you speak.



1 **MS. EL BEY:** Okay.

2 **THE COURT:** But let the attorney make his argument.

3 **MS. EL BEY:** That's okay.

4 **THE COURT:** You'll have an opportunity to speak  
5 afterwards.

6 **MS. EL BEY:** That's okay. Thank you.

7 **MR. BURGESS:** And, Your Honor, our argument is  
8 merely, on the face of the documents that Ms.  
9 El Bey has presented, these documents are the  
10 definition of sham pleadings under the South  
11 Carolina statute regarding sham pleadings and  
12 our position is that they should be stricken in  
13 their entirety under Rule 12(f) of the South  
14 Carolina Rules of Procedure. Your Honor, to  
15 take it a step further, back in 2011, Ms. El  
16 Bey was warned by the South Carolina Court of  
17 Appeals. Clerk Daniel Shearouse wrote her a  
18 letter dated January 28th, 2011 ---

19 **THE COURT:** You have a copy of that?

20 **MR. BURGESS:** Yes, sir, I do. And in that letter  
21 Mr. Shearouse outlines that the pleadings that  
22 she's submitting are sham pleadings. I do have  
23 a copy of that letter. And Ms. El Bey has  
24 continued to submit documents to both our  
25 office and to the Court purporting to assert



1 that the mortgage itself has been satisfied,  
2 along with a number of other theories that just  
3 aren't cognizant. And the pleadings on their  
4 face are sham filings and should be stricken in  
5 their entirety.

6 **THE COURT:** Ms. El Bey, have you seen a copy of this  
7 letter?

8 **MS. EL BEY:** No, I haven't.

9 **THE COURT:** I want to have that marked as Exhibit  
10 One.

11 **(Plaintiff's Exhibit Number One was marked for**  
12 **identification purposes.)**

13 **MR. BURGESS:** Yes, sir. And I believe that letter  
14 may have been a part of -- this case has  
15 already been rendered to judgement back on  
16 August the 22nd, 2012. Ms. El Bey filed  
17 Chapter 13 bankruptcy on August the 24th, 2012,  
18 before the foreclosure sale took place. That  
19 Chapter 13 bankruptcy in the Federal Bankruptcy  
20 Court was converted to a Chapter 7 on September  
21 the 28th, 2012. Ms. El Bey was subsequently  
22 discharged from bankruptcy and her bankruptcy  
23 case was closed on January the 14th of 2013 and  
24 the case -- this case was restored to the  
25 active roster on August the 1st of 2013.



1 **THE COURT:** Okay. Have all the bankruptcy filings  
2 been filed with the court?

3 **MR. BURGESS:** With the bankruptcy court, yes, sir.  
4 And I think with the Motion to Restore, we  
5 filed a copy of the -- I believe it was the  
6 Chapter 7 discharge.

7 **THE COURT:** Let me see your Chapter 7. While he's  
8 looking for that, you indicated, Ms. El Bey,  
9 that you don't recall having seen this  
10 (indicating)?

11 **MS. EL BEY:** No, I don't recall and I'm not saying  
12 it wasn't sent to me, Special Referee.

13 **THE COURT:** Is this your proper address, 13132  
14 Wilburn Park Track Lane, Fort Mill?

15 **MS. EL BEY:** That is the address of the property,  
16 yes, but my mailing address is different.

17 **THE COURT:** Do you reside at that property?

18 **MS. EL BEY:** Occasionally I do.

19 **MR. BURGESS:** I apologize, Your Honor, I have a  
20 number of documents here. I thought I had my  
21 ---

22 **THE COURT:** Take your time. I'm reading the letter  
23 from the Supreme Court. Did the clerk send up  
24 the original file?

25 **MR. BURGESS:** This is -- that's her file



1 (indicating).

2 **THE COURT:** If you can look in that and just look  
3 for -- what he's trying to find is a Chapter 7  
4 discharge that would have been filed with the  
5 court. And while you're going, if you see the  
6 original Referee's report before the bankruptcy  
7 filing.

8 **MR. HARKEY:** Yes, sir.

9 (Off the Record)

10 **MR. BURGESS:** I do have a copy of the Motion to  
11 Restore, Your Honor.

12 **THE COURT:** Okay.

13 **MR. BURGESS:** It was filed -- it was submitted July  
14 24th, 2013, and it does have the order from the  
15 -- the discharge order from the Bankruptcy  
16 Court, filed August 1st, 2013.

17 **THE COURT:** I'm going to have the reporter mark this  
18 letter as Exhibit One and we'll substitute a  
19 copy after the hearing.

20 **MR. BURGESS:** Thank you, sir. I was trying to see --  
21 Brook Dangerfield, one of my colleagues, was  
22 the counsel with our office handling this case  
23 back during the Summary Judgment Motion back in  
24 August of 2012 and I thought he might have  
25 included a copy of the letter with his Motion



1 for Summary Judgement, as well. But I --

2 **THE COURT:** And it may be, but I want to have it  
3 attached to this hearing record.

4 **MR. BURGESS:** Copies of the note and mortgage were  
5 entered at that time, as well.

6 **THE COURT:** Okay.

7 **MR. BURGESS:** And what was the other document? The  
8 original Master's report, is what you were  
9 looking for?

10 **THE COURT:** (Nods head affirmatively.)

11 **MR. BURGESS:** I think I do have that.

12 **THE COURT:** Right, the Referee's report before the  
13 filing of the bankruptcy. The Court notes for  
14 the record that there is already in the file a  
15 filed copy of the Bankruptcy Discharge Notice  
16 as referenced by Mr. Burgess, that being filed  
17 August the 1st, 2013, with their Motion to  
18 Restore. And the case was restored by my  
19 order, which is also attached and dated  
20 July 29th, 2013. I'll give you back your copy  
21 of that since it's already in the record.

22 **MR. BURGESS:** Thank you, sir.

23 **THE COURT:** While you're looking, Mr. Burgess, do  
24 you know if you happen to have a copy with you  
25 of the code section cited by the -- Mr.



1 Shearouse, 16-17-735?

2 **MR. BURGESS:** Your Honor, I can certainly get a copy  
3 of that. I don't think I have a separate copy  
4 of that particular statute.

5 **THE COURT:** Can you get your clerk to go grab a copy  
6 of that?

7 **MR. BURGESS:** Yes, sir.

8 **THE COURT:** I need two code sections -- well,  
9 actually, three -- if you want to make a note  
10 of these. I need a copy of 16-17-735, I need  
11 15-75-60, and 30-9-30. If you -- do you have a  
12 computer with you with access to ---

13 **MR. BURGESS:** I do. It's actually ---

14 **THE COURT:** I can get my office to run them and send  
15 them up if you need them or ---

16 **MR. BURGESS:** It's actually in the back in the very  
17 bottom of the thing, if you'll just bring it  
18 back up here. They have courthouse access?

19 **THE COURT:** They do.

20 **MR. BURGESS:** All right. If you'll just grab my --  
21 my laptop.

22 **MR. HARKEY:** Okay.

23 **THE COURT:** Just go on Casemaker Code and copy those  
24 sections.

25 **MR. HARKEY:** Yes, sir.



1 **MR. BURGESS:** I'll be able to pull them up if you'll  
2 just bring the computer up here.

3 **MR. HARKEY:** Yep.

4 **THE COURT:** Okay. What I want to do is, I want to  
5 put copies in the record as part of the  
6 hearing. Did you locate that Referee's report?

7 **MR. BURGESS:** I had a separate copy of the order.  
8 I'm trying to locate that now. And I do  
9 apologize, Your Honor. There is a number of --

10 -  
11 **THE COURT:** No, take your time.

12 **MR. BURGESS:** There's a lot of people working this  
13 file.

14 **THE COURT:** Well, the clerk has two boxes full and  
15 we'll address that shortly.

16 **MR. BURGESS:** Your Honor, we do have the transcript  
17 from the original hearing.

18 **THE COURT:** Okay.

19 **MR. BURGESS:** And I believe we have -- and that's  
20 from August 22nd, 2012.

21 **THE COURT:** Okay.

22 **MR. BURGESS:** We would have the actual Master in  
23 Equity's order here, as well. And also I have  
24 the original Notice of Sale from that hearing  
25 the 22nd.



1 **THE COURT:** I'm going to need those printed.

2 **MR. BURGESS:** Yes, sir.

3 **THE COURT:** Can you -- while you're looking for  
4 that, did we ever find the original Referee's  
5 report from the original ---

6 **MR. BURGESS:** That's what I was looking through in  
7 the file and I am -- we have a copy uploaded to  
8 our system.

9 **THE COURT:** Okay.

10 **MR. BURGESS:** But I don't ---

11 **THE COURT:** I just wanted to see the order before  
12 the bankruptcy and I probably have it in my  
13 file, but I -- it is not well organized.

14 **MR. BURGESS:** And I do apologize, Your Honor. I was  
15 reviewing that particular order in preparing  
16 for today's hearing and it seems to have been  
17 misplaced in my file, as well, which is also  
18 quite voluminous.

19 **THE COURT:** Well, I'm going to -- any ruling that I  
20 make today is going to be impacted by that  
21 order, so I need to find that original or a  
22 clocked copy of that.

23 **MR. BURGESS:** I've sent an email to my legal  
24 assistant back at the office to email me a copy  
25 of it from our system. I'm also looking



1 through our finished documents.

2 **THE COURT:** They ought to be in the clerk's original  
3 file.

4 **MR. BURGESS:** Your Honor, I do have the 16-17-735  
5 section pulled up from the South Carolina  
6 Legislature.

7 **THE COURT:** Can you print that?

8 **MR. BURGESS:** I can -- let's see. Can I copy and  
9 paste it into an email to your office?

10 **THE COURT:** Uh-huh (affirmative response).

11 **MR. BURGESS:** Would that work?

12 **THE COURT:** Sure.

13 **MR. BURGESS:** All right.

14 **THE COURT:** It might be easier --

15 **MR. BURGESS:** Okay.

16 **THE COURT:** Let me just ---

17 **MR. BURGESS:** Is there an email address that I can -  
18 --

19 (Off the Record)

20 (Plaintiff's Exhibit Number Two was marked for  
21 identification purposes.)

22 **THE COURT:** I have the order from the previous  
23 hearing, which we have marked as Exhibit Two,  
24 and I find that that is an order rendering  
25 judgement in the case as of the numbers existed



1 as of the date of that hearing. That order was  
2 signed by me August 22nd, 2012. All right.  
3 Mr. Burgess, so you're moving for sanctions on  
4 the grounds that these are sham pleadings that  
5 have been filed subsequent to the filing of the  
6 order in August of 2012?

7 **MR. BURGESS:** That's correct, Your Honor.

8 **THE COURT:** All right. Okay. Any other motions?

9 **MR. BURGESS:** Your Honor, we're also moving to  
10 update the judgement figures as rendered in  
11 that August 22nd order based on the passage of  
12 time between August 22nd and today. We do have  
13 an Affidavit of Indebtedness as to the updated  
14 figures. Or, actually, we have a copy of a  
15 proposed order that has the updated figures and  
16 several copies, one for Ms. El Bey, as well.

17 **THE COURT:** All right. Let me look at your -- let  
18 me look at your -- do you have an Affidavit of  
19 Debt?

20 **MR. BURGESS:** I have an Affidavit of Attorney's  
21 Fees. I do not have an updated Affidavit of  
22 Indebtedness. I believe the only thing that's  
23 changed is the interest and taxes and  
24 insurance.

25 **THE COURT:** Those numbers are included in the



1 proposed order?

2 **MR. BURGESS:** They are --

3 **THE COURT:** All right.

4 **MR. BURGESS:** -- in the proposed order. There's  
5 also a copy there for Ms. El Bey to have for  
6 her own records, as well.

7 **THE COURT:** Okay. Anything further beyond the  
8 proposed order with the affidavit of updated  
9 numbers and the Attorney's Fee Affidavit?

10 **MR. BURGESS:** Your Honor, I believe that's  
11 everything we're asking for. The sanctions,  
12 Your Honor, we're not necessarily seeking  
13 anything monetary from Ms. El Bey. We just  
14 seek an order basically preventing her from  
15 filing any more of these filings in the future.  
16 As you can see, the file has become quite  
17 voluminous and it's overwhelming to deal with  
18 a number of filings; none of which have an  
19 relevance to the actual foreclosure action.

20 **THE COURT:** Okay. Is that all?

21 **MR. BURGESS:** Yes, Your Honor, that's everything.

22 **THE COURT:** Okay. Ms. El Bey, you have filed  
23 various motions with the Court. It's now time  
24 for you to tell me what motions you want for me  
25 to consider at this time.



1 **MS. EL BEY:** Thank you, Your Honor. I shall do  
2 that. Before you, Special Referee and Counsel,  
3 you have two amended motions and what I'm going  
4 to do, since I have filed numerous motions  
5 utilizing the South Carolina Rules of Civil  
6 Procedure, I've narrowed everything down to two  
7 motions that I will present today before the  
8 Court. And those are the Amended Respondent's  
9 Counter Notice of Motion and Motion to Strike  
10 and for Sanctions Plaintiff's Complaint and  
11 Motion for Default Judgement under Rule 55.  
12 Affirmative Defenses under Rules Counter  
13 Claims, this action shall be conducted by  
14 equitable proceedings under the South Carolina  
15 Rules of Civil Procedure 38 and an Affidavit --  
16 let me know when you're ready.

17 **THE COURT:** Go ahead.

18 **MS. EL BEY:** And an Affidavit in Support of the  
19 Amended Counter Notice of Motion and Motion to  
20 Strike for Sanctions to Plaintiff's Complaint  
21 and Motion for Default Judgement on Counter  
22 Claim with Objections. The last amended motion  
23 that I'll present today is a Motion to Dismiss  
24 under South Carolina Rules of Civil Procedure  
25 12(b)(6).



1 **THE COURT:** Well, 12(b)(6) is the failure to state  
2 a cause of action motion. On what basis do you  
3 say that they have failed to state a cause of  
4 action?

5 **MS. EL BEY:** Your Honor, if you will allow me to  
6 address that, I will. Let me know if it's my  
7 time to speak. I don't know.

8 **THE COURT:** You're -- you have the floor now.

9 **MS. EL BEY:** Oh, all right.

10 **THE COURT:** Mr. Burgess is off; you're up.

11 **MS. EL BEY:** Okay.

12 **THE COURT:** He's not going to say another word.

13 **MS. EL BEY:** All right. Thank you. What I'd like  
14 to do ---

15 **THE COURT:** Are you, Mr. Burgess?

16 **MR. BURGESS:** (Shakes head negatively.)

17 **THE COURT:** No. Thank you.

18 **MS. EL BEY:** On and for the record, I would like to  
19 start with the original complaint.

20 **THE COURT:** Ma'am, I'm not here to start with the  
21 original complaint. Let me explain to you  
22 where we are procedurally and you need to  
23 understand this because it has effect on what  
24 you're doing. The Court had this matter before  
25 it last year and an order was rendered in which



1 facts were found and an order was rendered for  
2 sale of the property. At that time, I found  
3 that the Plaintiffs had established everything  
4 they needed to establish to foreclose on this  
5 property. The order that was filed stated  
6 that. You've subsequently filed bankruptcy  
7 through the United States Bankruptcy Court and  
8 that delayed the proceeding until that  
9 bankruptcy matter could be resolved. The  
10 bankruptcy matter was resolved and the attorney  
11 for the Plaintiff submitted to me an order to  
12 restore the case to the docket based on the  
13 fact that the bankruptcy had been resolved.  
14 So, all that happened was, after the hearing  
15 last year, when I issued an order granting the  
16 relief they sought, there was a delay because  
17 of the bankruptcy. We're now back to the point  
18 to where we are proceeding with the -- with the  
19 case and really all that's happening today is,  
20 they are updating the figures on the debt that  
21 have increased since the last hearing, and  
22 furnishing me with an affidavit of their  
23 attorney's fees and making a Motion for  
24 Sanctions, because they argue that what you're  
25 doing in the case is, in effect, gumming up the



1 Court by filing sham pleadings. That's  
2 procedurally where we are. At this point, the  
3 issues that relate to the complaint and the  
4 relief have been determined. So, if you're  
5 making a Motion to Dismiss under Rule 12(b)(6),  
6 that motion is moot. That issue was decided  
7 last year and that motion would not properly be  
8 before the Court. There's no way for you to  
9 make a 12(b)(6) motion after the issues have  
10 already been determined. So, if you have a  
11 12(b)(6) motion, is that -- if that is one of  
12 the motions you're making, that motion is  
13 dismissed as not timely. So, I'm not going to  
14 listen to an argument on the 12(b)(6) motion.  
15 If you have another motion, I'll be glad to  
16 listen to it. You lost me in the long  
17 explanation of what that motion was. Thank  
18 you. Tell me about the first motion that you  
19 said you had consolidated everything into two  
20 things and I lost you somewhere in the  
21 explanation in what that first thing was.

22 **MS. EL BEY:** Your Honor, for the record, I need to  
23 object because, number one, this is the first  
24 hearing that I have attended. The -- this  
25 Court should duly note that it was notified the



1 reason I was not at the first hearing in August  
2 of 2012 because I was in the hospital. You  
3 proceeded to go ahead and have the hearing  
4 anyway and this Court proceeded to go ahead and  
5 move with an order. So, now making everything  
6 moot denies me of my due process. And as far  
7 as I am concerned, I need to have my process  
8 heard dealing with the law, as well as the  
9 facts in this case. And the major fact in this  
10 case, for the record, is that the Plaintiff is  
11 not even registered to do business in this  
12 state and does not have standing to even step  
13 -- initiate the initial procedure. This is a  
14 certified copy from the Secretary of State that  
15 there is no Certificate of Record. It was no  
16 Certificate of Record of H&R Block doing  
17 business in this state in 2011 and before that  
18 when this initial complaint was initiated. May  
19 I continue, sir?

20 **THE COURT:** Yes, ma'am.

21 **MS. EL BEY:** Thank you. Now, the initial complaint  
22 was filed January the 14th -- actually, it was  
23 stamped January the 14th. I think the filing  
24 date on here is the 13th. And, for the record,  
25 I want it stated that I answered the initial



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1 complaint within -- before the 30 days. And if  
2 you will bear with me, the initial complaint  
3 states -- and since we're dealing with law and  
4 facts, I will get to the other Plaintiff's  
5 objections later, but I just want to, for the  
6 record, deal with the major issue. And the  
7 major issue is, does H&R Block have the  
8 authority to bring this matter before the  
9 Court, okay? Or before this hearing, let's put  
10 it that way. And it states that Plaintiff with  
11 motion is based upon original note and mortgage  
12 and the complaint attached hereto. That was  
13 the summons. Now, the complaint indicates that  
14 this loan is not owned by H&R Block. This loan  
15 is owned or guaranteed by Fannie Mae or it's  
16 owned or guaranteed by HLMC. So, I object to  
17 the fact that H&R Block and the Plaintiff, who  
18 is H&R Block Bank, FSB, has been able to put  
19 forth an order for foreclosure on a  
20 Respondent's property without even having  
21 standing in this matter. As you know, and in  
22 my pleadings, that this mortgage was  
23 securitized. And for the record, Fannie Mae --  
24 here's another exhibit. Fannie Mae does not --  
25 -



1 THE COURT: Well, I'm not -- ma'am ---

2 MS. EL BEY: --- and never has ---

3 THE COURT: Ma'am.

4 MS. EL BEY: --- owned the mortgage.

5 THE COURT: Ma'am, if you intend to offer exhibits  
6 into the record -- and I need -- you're laying  
7 copies of stuff up, but are you intending to  
8 offer exhibits into the record at this hearing?

9 MS. EL BEY: Absolutely, Your Honor.

10 THE COURT: Okay. You want to offer this  
11 certificate that you handed me from the  
12 Secretary of State?

13 MS. EL BEY: Is there another way I'm supposed to do  
14 it?

15 THE COURT: You're supposed to offer it as an  
16 exhibit.

17 MS. EL BEY: All right.

18 THE COURT: I'm going to put it in as Defendant's  
19 One.

20 (Defendant's Exhibit Number One was marked for  
21 identification purposes.)

22 THE COURT: And I'm going to put in the other  
23 document in a minute. Just wait until the  
24 reporter marks this.

25 MS. EL BEY: Let me ask you again ---



1 **THE COURT:** Ma'am. Wait until the court reporter  
2 finishes.

3 **MS. EL BEY:** Oh, oh.

4 **THE COURT:** You can't say anything yet. Just wait.  
5 Have you marked Exhibit One? All right.

6 **(Defendant's Exhibit Number Two was marked for**  
7 **identification purposes.)**

8 **THE COURT:** She's handed me a document that is  
9 Fannie Mae loan look-up result. I'm going to  
10 hand you and she's offering as her Exhibit Two.  
11 All right. Do you have -- you can go ahead  
12 with your presentation, but when you get to the  
13 point of wanting to put something in the  
14 record, you need to tell me so we can offer it  
15 as an exhibit and mark it. Okay?

16 **MS. EL BEY:** Yes, Your Honor.

17 **THE COURT:** All right.

18 **MS. EL BEY:** So, based on the Exhibit Number Two,  
19 for the record, Fannie Mae, nor FHLM and H&R  
20 Block, do not own the mortgage or the note that  
21 is before this Court today, for and on the  
22 record. And it's my understanding from  
23 Plaintiff's exhibit, you have a copy already of  
24 the note, which was not my signature, and the  
25 mortgage, which was not my signature. I did



1 sign a mortgage and I did sign a note; I'm not  
2 denying that. But those records have been  
3 altered. I do want to indicate that -- another  
4 exhibit for the record.

5 **THE COURT:** Okay.

6 **MS. EL BEY:** The -- this has been in many of my  
7 pleadings and also the Plaintiff's pleading and  
8 that is the assignment of the real mortgage.  
9 Please note, for the record, that the mortgage  
10 -- that this assignment was dated the same day  
11 that the mortgage originated and that was March  
12 the 29, 2006. However, the assignment was  
13 never filed in the Lancaster County until  
14 August the 5th, 2010, which makes it four years  
15 interrupting the chain of command or the chain  
16 of ownership of the mortgage and the note. Not  
17 only that, on and for the record, this  
18 assignment was later signed by naturally known  
19 robo-signers. And I do have two affidavits  
20 that have previously been submitted and are  
21 part of the existing court record from the  
22 Register of Deeds in the Commonwealth of  
23 Massachusetts. And if I may read it for the  
24 record?

25 **THE COURT:** No ma'am, you may not.



1 **MS. EL BEY:** Okay. Well, I will submit it for the  
2 record.

3 **THE COURT:** Well, I'll look at the exhibit but you  
4 may not read that into the record. Let me see  
5 your exhibit.

6 **MS. EL BEY:** May I continue while you look?

7 **THE COURT:** No, ma'am.

8 **MS. EL BEY:** Okay. Okay.

9 **THE COURT:** I'm considering the exhibit.

10 **MS. EL BEY:** Oh, okay.

11 **(Defendant's Exhibit Number Three was marked for**  
12 **identification purposes.)**

13 **THE COURT:** Ms. El Bey, I'm going to admit into the  
14 record the exhibit, which is a two-page  
15 exhibit, the Assignment of the Real Estate  
16 Mortgage which was recorded August 5th, 2010,  
17 in Mortgage Book 2265 at Page 129, but I am not  
18 going to introduce the accompanying  
19 documentation that is not part of the original  
20 document. So, I'm going to return to you your  
21 affidavits from the Commonwealth of  
22 Massachusetts and we'll mark the two-page  
23 exhibit, which is the Assignment of Mortgage,  
24 as your Exhibit Number Three and once the court  
25 reporter completes that, I have a question.



1 Explain to me, if you can, please, why you  
2 think that the recording of the assignment four  
3 years after the execution of the assignment has  
4 any effect upon this action?

5 **MS. EL BEY:** It is my understanding based on the  
6 flow of things -- if I might be able to analyze  
7 and give you a brief analysis, if I'm permitted  
8 to do that.

9 **THE COURT:** Well, I need for you to answer my ---

10 **MS. EL BEY:** Dealing with ---

11 **THE COURT:** I need for you to answer my question.

12 **MS. EL BEY:** I am -- I am going to answer your  
13 question, but in order to answer your question,  
14 I need -- I need for an understanding to be  
15 placed before this Court, because it appears  
16 that I'm being railroaded. I'm not able to  
17 even share what has taken place with me as a  
18 homeowner in this county. And it's important  
19 to me that I am heard and that --

20 **THE COURT:** Ma'am, I'm going to stop you right  
21 there. This is a proceeding in the course of  
22 this state. I am a Judge in this Court,  
23 appointed by the state to hear this case. I am  
24 trained in the law, I understand the law and I  
25 am giving you your due process. But, I'm not



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1 going to stay here all day while you go through  
2 this vast amount of material that you have  
3 submitted because I have reviewed all of this  
4 material and, quite frankly, I have seen this  
5 type of material before in other cases. These  
6 are, in fact, sham pleadings. These are, in  
7 fact, sham defenses. And these are, in fact,  
8 documents and defenses that are designed to  
9 delay and cause exactly what has been happening  
10 in this case and that is a delay in the prompt  
11 distribution of justice in this case under the  
12 law. Now, I asked you a question. And the  
13 question was, why does the passage of four  
14 years affect the validity of the assignment.  
15 I will answer that question for you. It makes  
16 no difference at all. They could have filed  
17 that assignment the day before they started  
18 this foreclosure, if they wanted to. They do  
19 not have to file that assignment the day it is  
20 signed. There is no requirement at law. The  
21 requirement is that as of the date of filing,  
22 everything has to be in place. That was in  
23 place before they filed. It assigns the  
24 mortgage to the Plaintiff in this case. The  
25 Plaintiff has standing and is properly before



1 this Court. So, any objection based on  
2 standing is improper and is not going to be  
3 granted. So -- and as to the -- to your  
4 statement about you being railroaded, you have  
5 to comply with the rules of the Court. The  
6 Court does not hear everything you wanted to  
7 say because everything you wanted to say is not  
8 relevant to the issues that are before the  
9 Court today. I'm giving you an opportunity to  
10 speak to the relevant issues that are before  
11 the Court today, but standing of the Plaintiff  
12 is not one of those issues; they have standing.  
13 So, that's the end of that issue. What other  
14 issue do you have?

15 **MS. EL BEY:** I object that the Plaintiff has  
16 standing based on what Your Honor has stated,  
17 because it is a matter of law, as you stated,  
18 and also rules, as you stated. And also, based  
19 on my objection, I object from the standpoint  
20 that Your Honor has already made a decision and  
21 made the statement -- this is on and for the  
22 record -- that any decision will be impacted by  
23 that order and that order that was referred to  
24 was the order to foreclose and sell my  
25 property.



1 THE COURT: That order ---

2 MS. EL BEY: That was your statement.

3 THE COURT: Ma'am, that order is the law of this  
4 case.

5 MS. EL BEY: And that's at rule 701.

6 THE COURT: Ma'am?

7 MS. EL BEY: Yes.

8 THE COURT: Do not talk over me. When I'm talking,  
9 you stop.

10 MS. EL BEY: I hadn't finished, Your Honor.

11 THE COURT: You are finished. This is a simple  
12 foreclosure of a mortgage case. You --  
13 according to the record in this case, you made  
14 transactions of this property after you entered  
15 into the mortgage agreement with the Plaintiff,  
16 the successor of the Plaintiff. It appears to  
17 the Court that the effort to make those  
18 conveyances was to confuse the title and delay  
19 any prosecution of this case. I note that the  
20 gentleman sitting in the court has indicated  
21 that his name is Wes Clayton. A named  
22 Defendant in this case is Wellesley K. Clayton.  
23 I assume that that is the same gentleman seated  
24 in the courtroom.

25 MR. CLAYTON: I am independent of this Court.



1 **THE COURT:** He is a -- he is a Trustee under one of  
2 the deeds that was done in this chain of title.  
3 I can tell you that it appears to the Court  
4 that this is simply an effort to delay this  
5 proceeding. And I'm going to allow you to  
6 continue your presentation, but I am not going  
7 to allow you to continue endlessly debating the  
8 Sovereignty of Nations and your individuality  
9 as an indigenous person. You were warned by the  
10 South Carolina Supreme Court about this  
11 behavior in January of 2011 and I have made  
12 copies of the three statutes that were cited in  
13 that letter and I herewith deliver them to you  
14 and we'll give a copy to Counsel for the  
15 Plaintiff. And we'll make a set of those the  
16 Court's Exhibit Number One. If you'll mark  
17 that, Madame Reporter.

18 **(Court's Exhibit Number One was marked for**  
19 **identification purposes.)**

20 **THE COURT:** Now, the letter and the statutes have  
21 been introduced. Those -- I hope that when you  
22 got the letter, you went and reviewed those  
23 statutes, looked at them closely and understand  
24 that those statutes indicate that the behavior  
25 that you're engaging in in this case can be



1 deemed criminal and is, at the very least, a  
2 process which the courts of this state  
3 discourage and do not recognize. So, I will  
4 listen to your presentation, but I can tell you  
5 that the bulk of the stuff that you sent me are  
6 not proper pleadings. They are not proper  
7 responses. They are, in fact, sham pleadings.  
8 And the Court gives them little or no weight in  
9 the consideration of the issues in this case.  
10 You certainly have a right of appeal after we  
11 finish this case, but I would again warn you  
12 that the strictures contained in the letters  
13 that you received dated January 28th, 2011,  
14 and, most probably, the instructions that I  
15 will grant in the order will prevent you from  
16 filing any further sham pleadings with this  
17 Court and if you do, I will still have  
18 jurisdiction of this case and I will take  
19 action in relation to those sham pleadings if  
20 they are filed. I have not done anything to  
21 this point because I wanted to wait to get to  
22 this hearing to see and hear your explanation,  
23 but your explanations are not legal reasons for  
24 this Court to take action or undo anything that  
25 this Court has done to this point. So, I will



1 listen to you as you present your case. If you  
2 would like to make further statements to the  
3 record, I will listen to the point that the  
4 things you say are relevant. When they become  
5 irrelevant, I will stop you and we will move to  
6 another point.

7 **MS. EL BEY:** Thank you. I object to everything that  
8 has been said so far and the objection, Rule  
9 103(c), and that objection is improper  
10 character characterization that was made by the  
11 Plaintiff and also the Special Referee this  
12 morning in reference to my motion -- the Motion  
13 to Strike, which was repetitive in recognizing  
14 me as a Sovereign. I have no idea what that  
15 definition is but, to me, that's derogatory.  
16 So, on and for the record, I am utilizing South  
17 Carolina Rule 103(c) and also Rule 404 and 505  
18 as far as an objection is concerned. I want  
19 this Court to know, on and for the record, I am  
20 not an attorney, but I do recognize law and  
21 facts and I will present law and facts. None  
22 of my pleadings, as I see them, have been sham.  
23 And for the record, in reference to the South  
24 Carolina letter, and also the Section 16-17-735  
25 dated 2003 and 15 -- Chapter 15-75-60, 2005,



1 and Chapter 30-9-30, 2007, which is the Supreme  
2 Court's order dealing with sham pleading  
3 filing. At this particular point, since  
4 nothing that I have presented so far I would  
5 consider sham, everything has been based on the  
6 South Carolina Rules. I do have a book that I  
7 follow. I do have the evidence and -- evidence  
8 rules of South Carolina and I also have the  
9 Evidentiary Objection Ruling of South Carolina,  
10 which I have tried my best to stay on point and  
11 be recognized by the Court dealing with law and  
12 facts. I consider the constant attack in  
13 reference to me as bolstering credibility and  
14 I -- that attack is Rule 608(a). Also, this is  
15 reference to saving my property and to whether  
16 H&R Block has standing in this case; that is  
17 Rule 608(a), as being irrelevant. Moving now  
18 the Motion to Restore this case, August of 1,  
19 2013, by the Plaintiff. This is after the  
20 foreclosure order was submitted by the  
21 Honorable Special Referee, Mr. Wright. Let the  
22 records indicate that I answered Plaintiff  
23 before the 30 days in reference to their Motion  
24 to Restore. It is ambiguous at this particular  
25 point because some of the statements in the



1 July -- the August 1st pleading, I do not  
2 understand and do not see why they were  
3 mentioned, but maybe someone can assist me with  
4 that. I'm looking at the Motion and Order to  
5 Restore and that is ---

6 **THE COURT:** Yes, ma'am. I'm familiar with that and  
7 I'm going to stop you at that point. The  
8 Motion to Restore is an administrative matter  
9 that is summarily handled by the Court on  
10 motion of the Plaintiff when the bankruptcy has  
11 expired. There is not requiring of a hearing  
12 on that motion. There is no requiring for a  
13 response on that motion. And I granted the  
14 motion upon submission by the Plaintiff because  
15 it is an administrative act and does not  
16 require a hearing. So, that issue is moot.

17 **MS. EL BEY:** May I continue?

18 **THE COURT:** Not discussing that issue. You can move  
19 to the next issue.

20 **MS. EL BEY:** I'm confused. So, I just need -- I  
21 just need some clarification on ---

22 **THE COURT:** I've explained to you ---

23 **MS. EL BEY:** --- on this right here. The motion ---  
24 well, anyway, I'll wait.

25 **THE COURT:** Well, the Court notes that the Defendant



1 has handed up a Supreme Court order relating to  
2 family court forms rendered by Justice Toal in  
3 February of 2006; that has absolutely nothing  
4 to do with this action because, first, this is  
5 not family court. Second, this is an  
6 Administrative Order related to forms in the  
7 family court and it has nothing to do with  
8 this. So, I'm not going to introduce that as  
9 anything in the record as it's completely  
10 irrelevant. And that's an example of a sham  
11 pleading.

12 **MS. EL BEY:** My objection to what has just been  
13 stated by the Special Referee, the order that  
14 was signed was based on the Chief Justice Order  
15 of July -- June the 5th, 1992, and I am  
16 definitely confused when I received this  
17 because this is not a family court. This is  
18 the Court of Common Pleas.

19 **THE COURT:** Ma'am, I am not here -- I am not here to  
20 clarify your confusion.

21 **MS. EL BEY:** I don't understand. I don't understand  
22 this, but here -- here is ---

23 **THE COURT:** Ma'am, I'm sorry. I'm sorry that you  
24 don't understand.

25 **MS. EL BEY:** This is what it was based on. You



1 signed an order.

2 **THE COURT:** Yes, ma'am.

3 **MS. EL BEY:** And it was ---

4 **THE COURT:** Move on to your next point. That had  
5 nothing to do ---

6 **MS. EL BEY:** Okay. Let the record reflect that  
7 order was signed which had nothing to do ---

8 **THE COURT:** Strike her statements at this point.  
9 Move to your next point.

10 **MS. EL BEY:** My next point is that I answered the  
11 Plaintiff's Motion to Restore.

12 **THE COURT:** And the Court has told you that no  
13 answer was required. Move to your next point.

14 **MS. EL BEY:** Excuse me, Your Honor, are you going to  
15 treat me this way as -- as we are going through  
16 -- through this? I will go to ---

17 **THE COURT:** Ms. El Bey ---

18 **MS. EL BEY:** --- my next point.

19 **THE COURT:** Ms. El Bey, I am not going to go over  
20 ground we have already plowed. You've already  
21 stated that you filed an answer to their Motion  
22 to Restore. I have told you that it was not  
23 necessary to file an answer to that motion. It  
24 was an administrative motion; I granted it.  
25 It's not relevant. I don't care what you filed



1 in relation to that. It had no bearing on the  
2 re-entry of the order restoring this case.  
3 Move on to your next point.

4 **MS. EL BEY:** Question.

5 **THE COURT:** Yes, ma'am.

6 **MS. EL BEY:** Your Honor, if there was a record on a  
7 Motion to Restore and it was an Administrative  
8 Order and I received a copy of this  
9 Administrative Order, what does that mean to me  
10 if I didn't answer it? Please explain that to  
11 me. I want to be in compliance and -- and if  
12 I did something wrong, I need you to tell me  
13 that. But the rules say that I needed to  
14 answer, so please help me out here.

15 **THE COURT:** Ms. El Bey, it is not the job of this  
16 Court to teach you law. It is the job of this  
17 Court to enforce the law. The fact that you do  
18 not understand or appreciate or wish to follow  
19 or wish to hire an attorney to get advice,  
20 which is what you needed to do, is not the  
21 problem of this Court. You have not understood  
22 much of this entire process and no -- no amount  
23 of me sitting here today telling you that is  
24 going to convince you of that. So, I am going  
25 to conduct this hearing according to the rules



1 of evidence and the rules of law and that's  
2 exactly the path we're going down. Now, if you  
3 have another legal issue to raise, you raise it  
4 and I'll rule on it. If it's a valid reason,  
5 if it's a valid thing, I'll hear it. But so  
6 far, everything has been irrelevant. So, move  
7 on to your next point.

8 **MS. EL BEY:** The original Master's report, I never  
9 received a copy of that and if that is  
10 available, I'd like to receive a copy.

11 **THE COURT:** Do you have an Affidavit of Service, Mr.  
12 Burgess?

13 **MR. BURGESS:** Your Honor, I believe she's already  
14 submitted a copy; that's her refusal of the  
15 contract. That would be Plaintiff's Exhibit  
16 Number Two.

17 **MS. EL BEY:** Is that the original Master's report?

18 **THE COURT:** That is a copy of the report. They're  
19 not required to serve you with an original.  
20 They served you with a copy.

21 **MR. BURGESS:** Okay.

22 **MS. EL BEY:** Yes, but I ---

23 **THE COURT:** Did you put that on there(indicating)?

24 **MS. EL BEY:** I just wanted to know if that was what  
25 is considered to be ---



1 **THE COURT:** Did you stamp that on there "refused"?

2 **MS. EL BEY:** Absolutely.

3 **THE COURT:** Okay. Well, you received it.

4 **MR. BURGESS:** She received a copy.

5 **MS. EL BEY:** Okay. So we are clear that that's --  
6 that order was what was called the original  
7 Master's report?

8 **THE COURT:** That's correct.

9 **MS. EL BEY:** Okay. It didn't say that, so I didn't  
10 know that. And I'm really not here for you to  
11 teach me law or anything like that. I'm here  
12 just to defend my property, okay? I said two  
13 things I'd deal with today, so the first thing  
14 is the amended form in reference to Counter  
15 Notice of Motion to Strike and Sanctions. The  
16 Motion to Strike and Default Judgement are  
17 brought under the Rules of Civil Procedure in  
18 the South Carolina Judicial Court, Rule 11, and  
19 the CSPR, which stands for the South Carolina  
20 Rules of Procedure, 12(f), and the South  
21 Carolina Rules of Procedure, Default Rule 55.  
22 Respondent as Counter Claimant and Plaintiff as  
23 H&R Block, FSB, have failed to plead or  
24 otherwise defend within 30 days as provided by  
25 the South Carolina Rules of Civil Procedure and



1 the South Carolina Judicial Court under Rule  
2 55. When presented, the rule and the fact is  
3 made to appear by affidavit or otherwise, the  
4 clerk shall enter a -- enter the party or  
5 plaintiff default. Under Rule and Civil  
6 Procedure, South Carolina 13(g), Counter Claim  
7 and Cross Claim, when presented, Counter Claim  
8 exceeding opposing claim. The grounds to  
9 Motion and Strike Sanctions are one; that the  
10 Complaint filed by Plaintiff, H&R Block, FSB,  
11 is not signed by H&R Block Bank, FSB, nor is it  
12 verified by H&R Block Bank, FSB. The Complaint  
13 does not contain an existing contract of fact  
14 or of fact testimony from a competent fact  
15 witness, no evidence has been introduced  
16 showing that Rule 11(b)(3), Brock and Scott Law  
17 Firm has personal knowledge supported by an  
18 affidavit or an oath under the penalty of  
19 perjury under the South Carolina Rules of  
20 Evidence, Rule 601, 602, 603, 802, 803, 804 and  
21 901, requirements for authentication and  
22 identification, 1002 and 1003 and 1007 and is  
23 hearsay, does not fall within the hearsay  
24 exceptions, assumed facts not in evidence and  
25 specifically object on these grounds. Brock



1 and Scott, a third-party debt collector, with  
2 numerous attorneys and offices located in four  
3 different states within the United States are  
4 in violation of Rule 11(a). Signature; every  
5 pleading, written motion or paper shall be  
6 signed. What does this mean when you sign? It  
7 means, A, that you have read the pleading; B,  
8 that the pleading was not prepared for any  
9 improper purpose; and, C, that you have  
10 satisfied the substantive requirement of the  
11 rule as described below. The third sentence  
12 under 11(a) states that if you do not sign a  
13 pleading, it may be stricken unless corrected.  
14 Brock and Scott, PLLC, breached their duty.  
15 Two, the Promissory Note and Mortgage Security  
16 Agreement and the Mortgage Assignment dated  
17 3/29/2006 to H&R Block contained forged  
18 signatures under Section 35 -- Chapter 35,  
19 3308(a) and (b) of the South Carolina Uniform  
20 Commercial Code and the burden is on H&R Block  
21 Bank as a moving party to authenticate the  
22 signatures under Section 35-3-308(a)(b) of the  
23 South Carolina Unified Commercial Code.

24 **THE COURT:** I'm going to stop you right there, Ms.  
25 El Bey. You're reading from the form of the



1 motion that you already filed with the Court.  
2 Is it your intention to read the entire motion  
3 into the record?

4 **MS. EL BEY:** Yes, it is my intention to read the  
5 entire motion in the record.

6 **THE COURT:** The motion is already in the record. I  
7 want to hear argument related to the motion.  
8 I don't need you to read the motion into the  
9 record. You've filed it. It's part of the  
10 record. I need to hear argument.

11 **MS. EL BEY:** Number one, the complaint filed by  
12 Brock and Scott is not signed nor verified by  
13 the bank and there is no valid, existing  
14 contract between the Respondent and Brock --  
15 and H&R Block Bank.

16 **THE COURT:** I'm going to stop you at this point.  
17 Ma'am, I had found as a matter of fact in the  
18 first proceeding that they presented sufficient  
19 evidence to go forward and I find your motion  
20 to be inappropriate and deny your motion. Move  
21 to your next motion.

22 **MS. EL BEY:** I object, Your Honor, but this is your  
23 court and I just wanted for the record to note  
24 that H&R Block do not have standing in this  
25 Court and ---



1 **THE COURT:** I already ruled on that.

2 **MS. EL BEY:** Okay. My next motion, which is my last  
3 motion, is an Amended Motion to Dismissed  
4 (sic).

5 **THE COURT:** On what grounds?

6 **MS. EL BEY:** 12(b)(6).

7 **THE COURT:** Denied.

8 **MS. EL BEY:** Let the record state that the Special  
9 Referee has denied my Amended Motion, 12(b)(6),  
10 to be entered into the -- you denied the  
11 motion. Can it be entered into the record?

12 **THE COURT:** The motion has already been filed. The  
13 motion is part of the file. I told you  
14 previously, a 12(b)(6) motion is not  
15 appropriate at this stage of the proceeding.  
16 We're beyond that stage. It's too late to make  
17 a 12(b)(6) motion. I couldn't grant it if I  
18 wanted to. It's not appropriate at this stage  
19 of the proceeding. It's denied as untimely and  
20 unsupported, so it's denied. You mentioned  
21 earlier in your arguments about being in  
22 default. You are not in default in this case.  
23 You filed an answer. The record for the first  
24 hearing specifically found that you were not in  
25 default in this case. So, default has nothing



1 to do with this case. This was a case that was  
2 heard and decided, held in abeyance while you  
3 filed bankruptcy, has now been restored to the  
4 record and I'm going to proceed to sign an  
5 order to sell the property. You have all your  
6 rights of appeal that you wish to exercise, but  
7 I'm also going to grant the motion of the  
8 Plaintiff for sanctions and I'm going ask the  
9 Plaintiff to prepare a motion -- prepare an  
10 order for me that says that if another sham  
11 pleading is filed with this Court that the  
12 Court will take action to prevent the filing of  
13 other sham pleadings and that if this matter is  
14 appealed to the South Carolina Appeals -- Court  
15 of Appeals, that the Court would be notified of  
16 the proceedings below and that the fact that  
17 the Court here has found that you have filed  
18 sham pleadings in this case to delay this  
19 action and that there should be no further  
20 delay in the process of getting this property  
21 sold. I want to ask you a question, ma'am.  
22 How long has it been since you made a mortgage  
23 payment on this property?

24 **MS. EL BEY:** Your Honor, that's irrelevant at this  
25 point.



**CREEL COURT REPORTING, INC.**

1230 Richland Street / Columbia, SC 29201

(803) 252-3445 / (800) 822-0896

1 **THE COURT:** No, ma'am, my question is how long has  
2 it been? You'll answer my question.

3 **MS. EL BEY:** I really don't know.

4 **THE COURT:** Have you made a payment in the last two  
5 years?

6 **MS. EL BEY:** Let the record indicate that Respondent  
7 did reply to Your Honor.

8 **THE COURT:** Is that the only response you're going  
9 to give me?

10 **MS. EL BEY:** The other response, Your Honor, that I  
11 am going to express, for and on the record, is  
12 that 12(b)(6) can be filed after a judgement.  
13 So please have that on and in the record, but  
14 Your Honor states that he will not entertain  
15 it. But it can be filed at any time following  
16 a judgement.

17 **THE COURT:** You misunderstand the law. Hearing is  
18 adjourned.

19 (The hearing concluded at 12:00 p.m.)  
20  
21  
22  
23  
24  
25

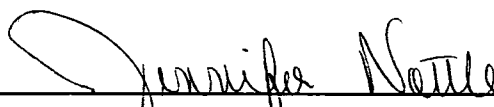


CERTIFICATE

This is to certify that the within hearing consisting of Forty-Nine (49) pages, is a true and correct transcript of the testimony given by said witnesses after being duly sworn; said hearing was reported by the method of Stenomask with Backup.

I further certify that I am neither employed by nor related to any of the parties in this matter or their counsel; nor do I have any interest, financial or otherwise, in the outcome of same.

IN WITNESS WHEREOF I have hereunto set my hand and seal on November 26, 2013.



Jennifer Nottle  
Court Reporter

Notary Public for South Carolina  
My Commission Expires: 7/11/2023



# The Supreme Court of South Carolina

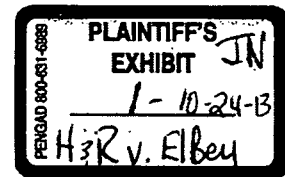
DANIEL E. SHEAROUSE  
CLERK OF COURT

BRENDA F. SHEALY  
CHIEF DEPUTY CLERK

POST OFFICE BOX 11330  
COLUMBIA, SOUTH CAROLINA 29211  
TELEPHONE: (803) 734-1080  
FAX: (803) 734-1499

January 28, 2011

Mr. Ziraili M. Elbey  
a/k/a Ziraili Mohsasan El Bey  
13132 Wilburn Park Lane  
Fort Mill, SC 29715



RE: H&R Block Bank v. Elbey, 2011-CP-29-00036

Dear Mr. Elbey:

This responds to the correspondence of January 20, 2011, to Chief Justice Toal. Please be advised that the Chief Justice cannot assist you with this matter.

The above foreclosure action is pending in Lancaster County. Any issues that you have with that action will need to be raised in the trial court. I would encourage you to seek the assistance of an attorney to assist you with this matter.

In the correspondence, you appear to be asserting that you have some independent authority to stop the above case. I note that this State has filing restrictions, criminal penalties and civil penalties for filing "sham legal process." S.C. Code Ann. § 16-17-735 (2003) (among other things, it is "unlawful for a person falsely to assert authority of law, in an attempt to intimidate or hinder a state or local official or employee or law enforcement officer in the discharge of official duties, by means of threats, harassment, physical abuse, or use of a sham legal process" and "sham legal process" includes "the issuance, display, delivery, distribution, reliance on as lawful authority, or other use of an instrument that is not lawfully issued, whether or not the instrument is produced for inspection or actually exists, which purports to: . . . assert jurisdiction or authority over or determine or adjudicate the legal or equitable status, rights, duties, powers, or privileges of a person or property . . ."); S.C. Code Ann. § 15-75-60 (2005) (civil remedies including actual damages, punitive damages, costs and attorney's fees for a person

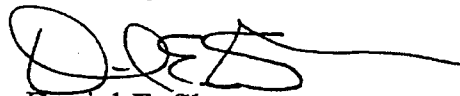
10-19401



injured by sham legal process as defined by the criminal statute); and S.C. Code Ann. § 30-9-30 (2007) (prohibiting the filing of sham legal process and providing for civil remedies including actual damages, punitive damages, costs and attorney's fees against those who file sham legal process).<sup>1</sup>

Finally, if you have any concerns about the status of any member of the South Carolina Bar, you may want to consult the member directory of the South Carolina Bar at [http://scbar.org/member\\_resources/member\\_directory](http://scbar.org/member_resources/member_directory). I note that all of the members of the bar that are being copied with this letter are currently active members of the South Carolina Bar in good standing.

Sincerely,



Daniel E. Shearouse

cc: Ronald F. Johnson, Jr., Esquire  
Mark A. Pearson, Esquire  
Brian L. Campbell, Esquire  
Suzanne E. Brown, Esquire  
Jason L. Branham, Esquire  
Brock & Scott, PLLC  
3800 Fernandina Rd., Ste. 110  
Columbia, SC 29210

Adam J. Russo, Esquire  
701 Ventura Place  
Mt. Pleasant, SC 29464

The Honorable John Lane  
Lancaster County Clerk of Court  
P.O. Box 1807  
Lancaster, SC 29721

---

<sup>1</sup> The statutory provisions are available on the South Carolina General Assembly's website, [www.scstatehouse.gov](http://www.scstatehouse.gov).

PLAINTIFF'S EXHIBIT JN  
2-10-24-13  
H&R V. Elbey

# EXHIBIT B

FORM 4

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, FSB

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 BOX):**  
 Affirmed;  Reversed;  Remanded;  Other

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

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

**ORDER INFORMATION**

This order  ends  does not end the case.

Additional Information for the Clerk: Special Referee's Order for Foreclosure and Judgment for Sale

**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, FSB	WKFC Living Trust Under the Provisions of a Trust Agreement Dated June 4, 2010 by and through its Trustee Wellesley K. Clayton	Deficiency Demanded: Exact deficiency judgment amount to be determined after sale



ATTACHED

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 Rylaad 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

Date

8/22/12

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,  
WFKC 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:

REUSED OFFER TO COMPROMISE

STATE OF SOUTH CAROLINA  
COUNTY OF LANCASTER

IN THE COURT OF COMMON PLEAS  
CASE NO.: 2011-CP-29-00035

H&R Block Bank, FSB

Plaintiff,

SPECIAL REFEREE'S REPORT AND JUDGMENT OF  
FORECLOSURE AND SALE

v.

DEFICIENCY DEMANDED AS TO DEFENDANT(S)  
ZIRAILI M. ELBEY (A/K/A ZIRAILI MOHASSAN EL  
BEY)

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)

Pursuant to Rule 53 of the South Carolina Rules of Civil Procedure (hereinafter "SCRCP"), the above-entitled matter was referred to the undersigned Special Referee to make appropriate findings of fact and conclusions of law, with authority to enter a final Judgment in the cause. Any appeal from the decision of the Special Referee shall be directed to the South Carolina Supreme Court.

Pursuant to the said reference, a hearing was held, attended by the attorneys of record, the testimony was taken, which is reported herewith, and from the testimony and evidence, I find and conclude as follows:

FINDINGS OF FACT:

1. The Lis Pendens was filed on January 14, 2011.
2. The Summons and Complaint were filed on January 14, 2011.
3. Service was made upon the Defendants named in this Report as is shown by the proofs of service filed herein.
4. The Defendant(s) 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 are in default as shown by Affidavit filed herein.

DEW

5. According to an Affidavit filed herein, no Defendant in default is in the military service of the United States of America, as contemplated under the Servicemembers' Civil Relief Act fka Soldiers' and Sailors' Civil Relief Act of 1940, and any amendments thereto.

6. The Defendant Ziraili M. Elbey a/k/a Ziraili M. El Bey answered in this action and has been notified of the time and date of this hearing.

7. The Defendant(s) were notified of the time, date and place of hearing in this matter.

8. For value received, Ziraili M. Elbey (a/k/a Ziraili Mohassan El Bey) made, executed and delivered a note, dated March 29, 2006, promising thereby to pay to the order of Option One Mortgage Corporation the sum of \$197,186.00 with interest at the rate of 7.999% per annum (hereinafter "Note"). Other terms and conditions are stated in the note, which is of record herein.

9. To better secure the payment of the Note described above, the said Ziraili M. Elbey (a/k/a Ziraili Mohassan El Bey) made, executed and delivered a mortgage to Option One Mortgage Corporation, in writing, dated March 29, 2006, covering real property in Lancaster County, which is the same as that described in the Complaint. The mortgage was recorded on April 7, 2006, and is of record in the Lancaster County Registry in Book 1486 at page 1.

10. This mortgage constitutes a valid purchase money, first lien on the subject property.

11. Thereafter the Mortgage and the Note were assigned to the Plaintiff herein by assignment recorded on August 5, 2010 in Book 2365 at Page 129. By virtue of said assignment, the Plaintiff in this action is the holder of the note and mortgage.

12. As required by an Administrative Order issued by the South Carolina Supreme Court dated May 22, 2009, the Plaintiff states that this loan is owned or guaranteed by Fannie Mae, or it is owned or guaranteed by FHLB, or the Servicer has signed an agreement to participate in the Home Affordable Modification Program ("HMP"); however, the loan does not qualify for a modification under the above foreclosure prevention program because the loan investor has declined to allow a HMP modification.

13. Furthermore, Plaintiff complied with Administrative Order 2011-05-02-1 issued by the South Carolina Supreme Court.

14. The titleholder(s) of record of the Property as of the filing of the Lis Pendens in this action was WKFC Living Trust Under the Provisions of a Trust Agreement Dated June 4, 2010 by and through its Trustee Wellesley K. Clayton.

15. Payment due on the Note has not been made as provided for therein, and the Plaintiff, as the holder thereof, has elected to accelerate payment of the entire indebtedness and has placed the Note and Mortgage in the hands of its attorney of record herein for collection.

16. Having considered the nature, extent and difficulty of the services rendered (the field of mortgage foreclosures being a specialized area of practice; the time involved in reviewing the various loan documents, performing the title search, preparing the pleadings and preparing for and attending hearings; the professional standing of the Plaintiff's attorney; the fee customarily charged in this jurisdiction for similar services; and the beneficial results obtained for the Plaintiff, I find that the sum of \$2,985.00 is a reasonable attorney's fee for the Plaintiff's attorney for services performed and anticipated to be performed until final adjudication of the within action, under the terms of the note and mortgage. Services anticipated to be performed until final adjudication contemplates completion of this matter within a reasonable time and does not include exceptional, unanticipated circumstances delaying conclusion beyond the normal time.

17. The amount due and owing on the Note and Mortgage, with interest at the rate provided in the Note, and other costs and expenses of collection, including attorney's fees, secured by the Note and Mortgage, is as follows:

Principal due as of today's date:	08/22/12	\$189,911.32
Accrued interest from:	02/01/10 to: 07/16/12	\$ 37,335.97
Accruing at:	7.999% per annum	
Advancements to Escrow		\$ 803.19
Corporate Advances		\$ 54.90
Costs of collection prior to hearing:		\$ 2,222.50
Attorney's fees:		\$ 2,985.00

PEW

**REFUSED OFFER TO CONTRACT**

13. Furthermore, Plaintiff complied with Administrative Order 2011-05-02-1 issued by the South Carolina Supreme Court.

14. The titleholder(s) of record of the Property as of the filing of the Lis Pendens in this action was WKFC Living Trust Under the Provisions of a Trust Agreement Dated June 4, 2010 by and through its Trustee Wellesley K. Clayton.

15. Payment due on the Note has not been made as provided for therein, and the Plaintiff, as the holder thereof, has elected to accelerate payment of the entire indebtedness and has placed the Note and Mortgage in the hands of its attorney of record herein for collection.

16. Having considered the nature, extent and difficulty of the services rendered (the field of mortgage foreclosures being a specialized area of practice, the time involved in reviewing the various loan documents, performing the title search, preparing the pleadings and preparing for and attending hearings; the professional standing of the Plaintiff's attorney; the fee customarily charged in this jurisdiction for similar services; and the beneficial results obtained for the Plaintiff, I find that the sum of \$2,985.00 is a reasonable attorney's fee for the Plaintiff's attorney for services performed and anticipated to be performed until final adjudication of the within action, under the terms of the note and mortgage. Services anticipated to be performed until final adjudication contemplates completion of this matter within a reasonable time and does not include exceptional, unanticipated circumstances delaying conclusion beyond the normal time.

17. The amount due and owing on the Note and Mortgage, with interest at the rate provided in the Note, and other costs and expenses of collection, including attorney's fees, secured by the Note and Mortgage, is as follows:

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Advancements to Escrow		\$ 803.19
Corporate Advances		\$ 54.90
Costs of collection prior to hearing:		\$ 2,222.50
Attorney's fees:		\$ 2,985.00

2. That there is due to the Plaintiff on its Note and Mortgage the sum of \$233,312.88, representing the Total Debt due to the Plaintiff as outlined above, together with interest thereon at the rate provided in the Note to the date hereof.
3. That the amount due in the preceding paragraph (the "Total Debt") and later accrued interest and costs shall constitute the total judgment debt due to the Plaintiff and shall bear interest hereafter at the rate of 7.999% per annum, the current interest rate of the Note.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED:

1. That the Defendant(s) liable for the aforesaid Mortgage debt shall, prior to the date and time of the sale of the Property, hereinafter described, pay to the Plaintiff, or the Plaintiff's attorney, the amount of the Plaintiff's debt as aforesaid, together with the costs and disbursements of this action.
2. That on default of payment prior to the date and time of the sale, the Property, hereinafter described, shall be sold by the undersigned Special Referee at public auction, at the Lancaster County Courthouse, Courtroom B, City of Lancaster, County and State aforesaid, on some convenient sales day hereafter, on the following terms, that is to say:
  - A. FOR CASH: The undersigned Special Referee shall require a deposit of 5% on the amount of the bid (in cash or equivalent) the same to be applied on the purchase price only upon compliance with the bid, but in case of non-compliance within thirty (30) days the same to be forfeited and applied to the costs and then to the Plaintiff's debt.
  - B. Interest on the balance of the bid shall be paid to the day of compliance at the rate of 7.999% per annum, which is the Note's current interest rate.
  - C. The sale shall be subject to taxes and assessments, existing easements and restrictions of record, and any other senior encumbrances.
  - D. Purchaser to pay for the deed and the cost of recording the deed.

8. That it is further ORDERED, ADJUDGED AND DECREED that each Defendant named herein, and all persons whomsoever claiming under him, them or it, be forever barred and foreclosed of all right, title, interest and equity of redemption in the said mortgaged premises so sold, or any part thereof.
9. That it is further ORDERED ADJUDGED AND DECREED that the deed of conveyance made pursuant to this judgment and said sale shall contain the names of only the Plaintiff, the first-named Defendant, who was the title holder of the mortgaged property at the time of the filing of the Lis Pendens, and the Grantee; and that the Lancaster County Register of Deeds is hereby authorized to omit from the indices pertaining to such conveyance the names of all parties not contained in said deed.
10. It is further ORDERED, ADJUDGED AND DECREED that in the event the successful bidder to whom the deed of conveyance has been issued subsequent to the sale is other than the Defendants in possession herein, the Sheriff of Lancaster County may be ordered and directed to eject and remove from the premises the occupants of the property sold, together with all personal property located thereon, and put the successful bidder to whom the deed of conveyance has been issued or his assigns in full, quiet and peaceable possession of said premises without delay, and to keep said successful bidder or his assigns in such peaceable possession.
11. That it is further ORDERED ADJUDGED AND DECREED that after the Order Confirming Sale and Disbursements has been issued and filed, the undersigned Special Referee shall direct the Register of Deeds to release of record the lien(s) being foreclosed, which lien(s) are described in the Findings of Fact herein above.
12. That it is further ORDERED ADJUDGED AND DECREED that the following is a description of the Property herein ordered to be sold:

PEV

3. If the Plaintiff is the successful bidder at the said sale, for a sum not exceeding the amount of costs, expenses and the indebtedness of the Plaintiff in full, the Plaintiff may pay to the undersigned Special Referee only the amount of the costs and expenses, crediting the balance of the bid on the Plaintiffs indebtedness.
4. That a personal or deficiency Judgment being Demanded, the bidding will remain open for thirty (30) days after the date of sale (pursuant to S.C. Code Ann. § 15-39-760(1976) but compliance with the bid may be made immediately.
5. That the undersigned Special Referee will, by advertisement according to law, give notice of the time and place of sale and the terms thereof; and that he will execute to the purchaser, or purchasers, a deed to the Property sold. The Plaintiff, or any other party to this action, or any other person may become a purchaser at such sale. Upon such sale being made, should the successful bidder, or his assignee, fail to comply with the terms thereof within thirty (30) days after the date of sale, then the undersigned Special Referee may re-advertise the Property for sale on the next, or some other subsequent, sales day, at the risk of the highest bidder, and so from time to time thereafter until a full compliance shall be secured.
6. In the event an agent of the Plaintiff does not appear at the time of sale, the within property shall be withdrawn from sale and sold at the next available sales date upon the terms and conditions as set forth in the Judgment of Foreclosure and Sale or such terms as may be set forth in a supplemental order.
7. That the undersigned Special Referee shall apply the proceeds of the sale as follows:
- FIRST: To the payment of the amount of the costs and expenses of this action, including any Guardian Ad Litem fee or fees of attorneys appointed under Order of Court; and
- NEXT: To the payment of the amount to the Plaintiff, or the Plaintiffs Attorney, of the amount of the Plaintiff's debt and interest (including attorney fees) or so much thereof as the purchase money will pay on the same; and
- NEXT: Any surplus will be held pending further Order of this Court pursuant to Rule 71(c), SCRCP.

**REFUSED OFFER TO CONTRACT**

PEL

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 35.

CURRENT ADDRESS OF PROPERTY: 13132 Wilburn Park Lane, Fort Mill, SC 29715

TMS: 0006M-0A-261.00

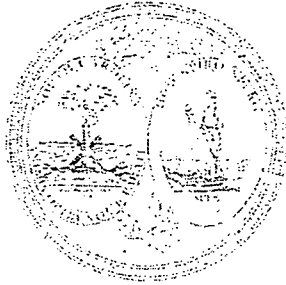
AND IT IS SO ORDERED.

Date: August 22, 2012  
Lancaster, South Carolina

  
The Honorable Phillip E. Wright  
Special Referee for Lancaster County

**REFUSED OFFER**

# The State of South Carolina

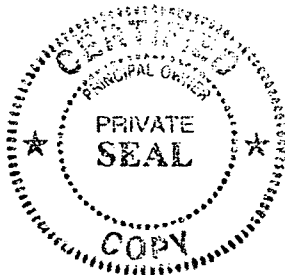
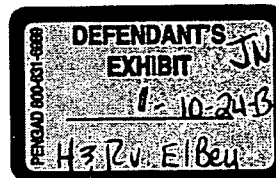


Office of Secretary of State Mark Hammond

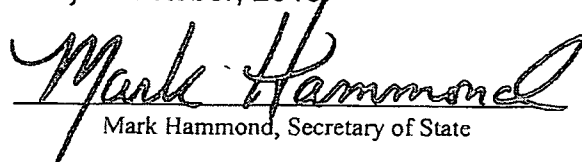
## Certificate of No Record

I, Mark Hammond, Secretary of State of South Carolina Hereby certify that:

At this time, this office can find no record of a corporation using the name:  
**H&R BLOCK BANK, FSB**



Given under my Hand and the Great Seal of the State of South Carolina this 18th day of October, 2013.

  
Mark Hammond, Secretary of State



[About Us](#) | [Fannie Mae Help](#) | [Loan Lookup](#) | [Questions](#) | [En Español](#)

[Rent](#)   [Buy](#)   [Refinance](#)   [Modify](#)   [Avoid Foreclosure](#)   [Find Resources](#)

[Home](#) > [Loan Lookup](#) > [Fannie Mae Loan Lookup Results: No Match Found](#)

## Fannie Mae Loan Lookup Results: No Match Found

It appears that Fannie Mae does not own your loan, based on the information you entered:

ZIRALI ELBEY  
13132 Wilburn Park Ln.  
Fort Mill, SC 29715  
Last 4 Digits of Social Security Number: \*\*\*\*

## FORECLOSURE CONSEQUENCES

What can happen if you are foreclosed on? Find out here so you can be prepared.

[GO TO OUR FORECLOSURE PAGE](#)

### Next Steps

#### [Search Again](#)

Re-enter your information in the Loan Lookup Tool or, if there is a co-borrower on the mortgage, try entering the co-borrower's information.

#### [Explore KnowYourOptions.com](#)

Review the useful information and tools on this site to learn more about your options.

#### [Contact Your Mortgage Company](#)

Confirm these results and obtain additional information regarding your mortgage by contacting your mortgage company. Remember, data entered in the Loan Lookup Tool that does not match our records exactly may return inaccurate results.

#### [See If Your Loan is Owned by Freddie Mac](#)

#### [Go to MakingHomeAffordable.gov](#)

Learn more about the Making Home Affordable program—other investors (who might own your loan) may participate in this program.

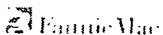
#### [Contact the Homeowner's HOPE™ Hotline](#)

Get free housing counseling and immediate assistance by contacting the Homeowner's HOPE™ Hotline at 888-995-HOPE (4673) or [www.995HOPE.org](#).

#### [Visit HUD.gov](#)

Find for more information about avoiding foreclosure.

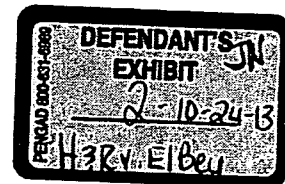
[Search Again](#)   [Explore Now](#)



©2013 Fannie Mae



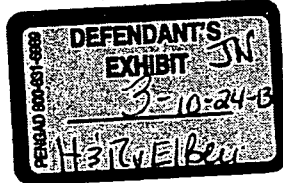
[Privacy](#) | [Legal](#) | [FAC](#) | [Site Map](#)



D-1

SOUTH CAROLINA

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 \$197,186.00 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

Page 1 of 2

J=HR8010109AI.s.02249

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

3

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

[Signature]  
Witness CARMEN RIVERA

BY [Signature]  
MELISSA HIVELY  
VICE PRESIDENT

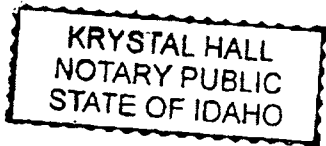
[Signature]  
Witness MISTYLIN HANSEN

BY [Signature]  
MELANIE HANSON  
ASSISTANT VICE PRESIDENT

STATE OF IDAHO )  
COUNTY OF BONNEVILLE ) SS

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.

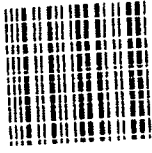
[Signature]  
KRYSTAL HALL (COMMISSION EXP. 11-14-11)  
NOTARY PUBLIC



(NMRI.SC.2)  
C=s.383.0002  
P=S.002.00120.21



1000



29721

U.S. POSTAGE  
PAID  
FORT HILL, SC  
29715  
001 28 112  
AMOUNT

\$4.85

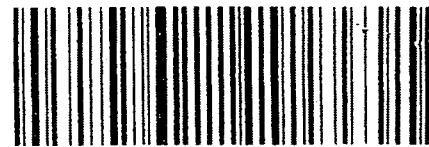
00060464-07

**FIRST CLASS**

2012 OCT 01 PM 4:23  
FBI  
FBI

Mr. Philip E. Wright, Special Referee  
Lancaster County Clerk of Court  
104 North Main Street  
~~P.O. 1809~~  
Lancaster, SC 29721

Return Mail  
9789 Charlotte Hwy  
# 400-191  
Ft Mill, SC [29707]



7010 2780 0002 1524 6971

§ 16-17-735. Persons impersonating officials or law enforcement officers; persons falsely asserting authority of law; offenses; punishment.

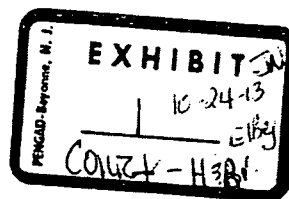
**South Carolina Statutes**

**Title 16. Crimes and Offenses**

**Chapter 17. OFFENSES AGAINST PUBLIC POLICY**

**Article 7. MISCELLANEOUS OFFENSES**

*Current through 2013 Act No. 120*



**§ 16-17-735. Persons impersonating officials or law enforcement officers; persons falsely asserting authority of law; offenses; punishment**

- (A) It is unlawful for a person to impersonate a state or local official or employee or a law enforcement officer in connection with a sham legal process. A person acting or purporting to act in an official capacity or taking advantage of such actual or purported capacity commits a misdemeanor if, knowing that his conduct is illegal, he:
- (1) subjects another to arrest, detention, search, seizure, mistreatment, dispossession, assessment, lien, or other infringement of personal or property rights; or
  - (2) denies or impedes another in the exercise or enjoyment of any right, privilege, power, or immunity.
- A person violating the provisions of this subsection is guilty of a misdemeanor and, upon conviction, must be fined not more than two thousand five hundred dollars or imprisoned not more than one year, or both.
- (B) It is unlawful for a person falsely to assert authority of state law in connection with a sham legal process. A person violating the provisions of this subsection is guilty of a misdemeanor and, upon conviction, must be fined not more than two thousand five hundred dollars or imprisoned not more than one year, or both.
- (C) It is unlawful for a person to act without authority under state law as a Supreme Court Justice, a court of appeals judge, a circuit court judge, a master-in-equity, a family court judge, a probate court judge, a magistrate, a clerk of court or register of deeds, a commissioned notary public, or other authorized official in determining a controversy, adjudicating the rights or interests of others, or signing a document as though authorized by state law. A person violating the provisions of this subsection is guilty of a misdemeanor and, upon conviction, must be fined not more than two thousand five hundred dollars or imprisoned not more than one year, or both.
- (D) It is unlawful for a person falsely to assert authority of law, in an attempt to intimidate or hinder a state or local official or employee or law enforcement officer in the discharge of official duties, by means of threats, harassment, physical abuse, or use of a sham legal process. A person violating this subsection is guilty of a felony and, upon conviction, must be fined not more than ten thousand dollars or imprisoned not less than one year and not more than three years, or both.

(E) For purposes of this section:

- (1) "Law enforcement officer" is as defined in Section 16-9-310.
- (2) "State or local official or employee" means an appointed or elected official or an employee of a state agency, board, commission, department, in a branch of state government, institution of higher education, other school district, political subdivision, or other unit of government of this State.
- (3) "Sham legal process" means the issuance, display, delivery, distribution, reliance on as lawful authority, or other use of an instrument that is not lawfully issued, whether or not the instrument is produced for inspection or actually exists, which purports to:
  - (a) be a summons, subpoena, judgment, lien, arrest warrant, search warrant, or other order of a court of this State, a law enforcement officer, or a legislative, executive, or administrative agency established by state law;
  - (b) assert jurisdiction or authority over or determine or adjudicate the legal or equitable status, rights, duties, powers, or privileges of a person or property;  
or
  - (c) require or authorize the search, seizure, indictment, arrest, trial, or sentencing of a person or property.
- (4) "Lawfully issued" means adopted, issued, or rendered in accordance with the applicable statutes, rules, regulations, and ordinances of the United States, a state, an agency, or a political subdivision of a state.

Cite as S.C. Code § 16-17-735

§ 15-75-60. Sham legal processes involving persons impersonating government officials or employees, or by persons falsely asserting authority of law; remedies.

**South Carolina Statutes**

**Title 15. Civil Remedies and Procedures**

**Chapter 75. SUITS INVOLVING MISCELLANEOUS ACTS OF WRONGFUL CONDUCT**

*Current through 2013 Act No. 120*

**§ 15-75-60. Sham legal processes involving persons impersonating government officials or employees, or by persons falsely asserting authority of law; remedies**

A person who is injured by a sham legal process involving a violation of Section 16-17-735 has the following civil remedies against the person who committed the violation or who caused the violation to be committed:

- (1) actual damages;
- (2) punitive damages;
- (3) costs; and
- (4) reasonable attorney's fees. The amount of the recovery for the plaintiff is not determinative of the attorney's fee.

Cite as S.C. Code § 15-75-60

§ 30-9-30. Filing of written instruments concerning real or personal property; false or fraudulent documents.

**South Carolina Statutes**

**Title 30. Public Records**

**Chapter 9. INDEXING AND FILING**

*Current through 2013 Act No. 120*

**§ 30-9-30. Filing of written instruments concerning real or personal property; false or fraudulent documents**

- (A) Except as otherwise provided by statute, each clerk of court and register of deeds in this State shall keep a record, in the office in which he files all conveyances, mortgages, judgments, liens, contracts, and papers relating to real and personal property required by statute to be kept by him, by entering in the record the names of the grantor and grantee, mortgagor and mortgagee, obligor and obligee, or other parties to the written instruments, date of filing, and nature of the instrument immediately upon its lodgment for record. The filing is notice to all persons, sufficient to put them upon inquiry of the purport of the filed instrument and the property affected by the instrument. A return address must be provided on each conveyance, mortgage, judgment, lien, contract, or other document submitted for filing with the clerk of court or register of deeds. A document may be refused for filing if it lacks a complete return address.
- (B) (1) If a person presents a conveyance, mortgage, judgment, lien, contract, or other document to the clerk of court or the register of deeds for filing or recording, the clerk of court or the register of deeds may refuse to accept the document for filing if he reasonably believes that the document is materially false or fraudulent or is a sham legal process. Within thirty days of a written notice of such refusal, the person presenting the document may commence a suit in a state court of competent jurisdiction requiring the clerk of court or the register of deeds to accept the document for filing.
- (2) If the clerk of court or the register of deeds reasonably believes that a conveyance, mortgage, judgment, lien, contract, or other document is materially false or fraudulent, or is a sham legal process, the clerk of court or the register of deeds may remove the document from the public records after giving thirty days' written notice to the person on whose behalf the document was filed at the return address provided in the document. Within thirty days written notice of the proposed removal, the person providing the notice may commence a suit in a state court of competent jurisdiction preventing the clerk of court or the register of deeds from removing the document.
- (3) If a clerk of court or a register of deeds improperly refuses to accept for filing or recording or improperly removes from the public records a conveyance, mortgage, judgment, lien, contract, or other document pursuant to this section, the clerk of court or register of deeds is not liable for damages, personally or in his official

capacity, for the improper refusal or removal.

(4) For purposes of this subsection:

- (a) "Sham legal process" means a document that is not issued lawfully and that purports to be a judgment, lien, or order of a court or appropriate government entity, or otherwise purports to assert jurisdiction over or determine the legal or equitable status, rights, duties, powers, or privileges of a person or property.
- (b) "Lawfully issued" means adopted, issued, or rendered in accordance with applicable statutes, rules, regulations, and ordinances of the United States, a state, or an agency or a political subdivision of a state.

Cite as S.C. Code § 30-9-30