

THE STATE OF SOUTH CAROLINA

In the Court of Appeals

Appeal from the Court of Common Pleas

Robert E. Watson, Master-In-Equity

Case No. 2012-CP-00-3119

Appellant No. 2014-000752

Berkeley County

Date March 19, 2014

Deutsche BankCounterClaim/Appellee

V.

Clayton McBrideCounterClaim/Appellant

RECEIVED

MAR 19 2014

SC Court of Appeals

INITIAL BRIEF OF APPELLANT

Clayton McBride

1447 Old Whitesville Road

Moncks Corner, South Carolina 29461

(843) 899-2023

Appellant

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OTHER AUTHORITIES

“Trial court acts without jurisdiction when it acts without inherent or common law authority,...”[State v. Rodriguez, 725 A. 2d 635, 125 Md.App 428, cert den 731 A.2d 971, 354 Md. 573 (1999)] (stare decisis)

“If any tribunal finds absence of proof of jurisdiction over person and subject matter, the case must be dismissed.” [Louisville R.R. Civil Rights...” Civil action for deprivation of rights, 28 U.S.C 1343, gives U.S. District Court original jurisdiction. When it clearly appears that the court lacks jurisdiction, the court has no authority to reach the merits. In such a situation the action should be dismissed for want of jurisdiction. [Melo v. US, 505 F2d 1026, 1030]. (stare decisis)

“However late this objection has been made, or may be made in any cause, in an inferior or appellate court of the United States, it must be considered and decided, before any court can move one further step in the cause; as any movements is necessarily the exercise of jurisdiction.” Rhode Island v. Massachussetts, 37 U.S. 657, 718, 9L.ED. 1233 (1833). (stare decisis).

Where there is no jurisdiction over the subject matter, there is, as well, no discretion to ignore that lack of jurisdiction. [John J. Joyce v. United States of America, 474 F.2d 215, 219].(stare decisis).

“The burden shifts to the court to prove jurisdiction.” [Rosemondv. Lambert, 469 F2d 416].

“Court must prove on the record, all jurisdiction facts related to the jurisdiction asserted.” [Lantanav. Hopper, 102 F2d 188; Chicagov. New York, 37 F Supp 150].(stare decisis).

“Once challenged, jurisdiction cannot be ‘assumed’, it must be proved to exist.” [Stuck v. Medical Examiners, 94 Ca2d 751.211 P2s 389].(stare decisis)

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Farr Man & Co. v. M/V Rozita 903 F. 2d 871, 874 (1st Cir. 1990).....5

STATEMENT OF ISSUES ON APPEAL

1. DID THE COURT ERR WHEN I WAS DENIED JURISDICTION?
2. DID THE COURT ERR WHEN THEY ALLOWED FROGERY DOCUMENT IN THE RECORD?
3. DID THE COURT ERR WHEN JUDGE DID NOT ADDRESS THE NOT MY SIGNATURE?

STATEMENT OF THE CASE

My name is Clayton McBride,(hereafter Appellant) and I am one of the people of South Carolina in the Court of Record filing a complaint against Deutsche Bank (hereafter Appellee) who are summoned to answer the said Appellant on trespass on the case, foreclosure and jurisdiction. (R p,28,10-12) (R p, 30-10-15) (stare decisis)

On July 10, 2006 I got a mortgage from Long Beach Mortgage and it was assigned to Washington Mutual, it was recorded in Berkeley County RMC Office in book 5822 pg 189 for the amount of two hundred and seven dollars (\$207,000.00).(R p 20, 16-20)

On December 9, 2010 a LIS PENDENS was filed in the Court of Common Pleas by the Weston Adams Law Firm for the Appellee, which I had no knowledge of the Appellee at that time I answer the complaint and as time went on it was transferred to Nelson Mullins Riley, LLP, then back to Weston Adams, but after court got a letter from Rogers Townsend & Thomas, PC, just like the mortgage don't know who owns what or who to call about this is so twisted. I told the judge I will show him my license, that is not my signature,(R p21, 17-22-8)

Appellee never had any interest in my mortgage and he suffers no injury, from the first filing he could never claim jurisdiction(R p,34,11-13), it is back to nunc pro tunc from the beginning, so it was dismissed (R p7, 15-19). On October 29, 2012 the second LIS PENDENS was filed and the hearing was on March 19, 2012, with Judge Robert Watson which he granted summary judgment and it should be vacate.

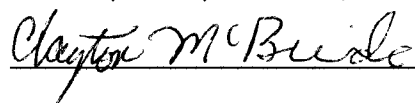
SUMMARY OF THE ARGUMENT

The record indicates that there is no proof to substantiate Appellee's claim of standing based upon an equitable transfer of the Note and Mortgage prior to the filing of this case. It also demonstrates a genuine issue of material fact exists as to what entity owns the Appellant's Mortgage and that the procedural strictures of S.C. R.Civ. P. (56) was violated by the first filing of the original case 2010-CP-08-4377 (R p10, 10) Appellee had no standing then and there is no standing now. The none production prejudiced the Appellant by precluding him from contesting the validity of and having sufficient time to investigate whether the endorsement and signature were properly authorized. On July 23, 2013 I called Consumer Ombudsman Specialist, Mark Syphus for an appointment to come to Salt Lake City, UT, to see the wet ink signature because that was what Mark told me I had to do but I never got the appointment. If they had the Original Note (R p, 18 11) why was I not giving the opportunity to see it? The Note and Mortgage that was submitted at the summary judgment hearing WAS NOT the original they was fraud document. Accordingly, this Court should reverse the trial court's granting of summary judgment and dismissed the case with prejudice for all the facts presented. Nunc Pro Tunc should be in this case according to "35A C.J.S. Federal Civil Procedure § 370, at 556 (1960).

CONCLUSION

For the reasons stated, this Court should reverse the judgment of the Common Pleas Court.

Respectfully submitted,



Clayton McBride
1447 Old Whitesville Road
Moncks Corner, South Carolina 29461
(843) 899-2023
Counter/Claim/Appellant

22. Release. Upon payment of all sums secured by this Security Instrument, this Security Instrument shall become null and void. Lender shall release this Security Instrument to Borrower. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under applicable law.

23. Waivers. Borrower waives all rights of homestead exemption in the Property.

24. Future Advances. The lien of this Security Instrument shall secure the existing indebtedness under the Note and any future advances made under this Security Instrument up to one hundred fifty percent (150%) of the original principal amount of the Note plus interest thereon, attorneys' fees and court costs.

25. Lender In Possession. Upon acceleration under paragraph 21 or abandonment of the Property, Lender (by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents and profits of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.

26. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

[Check applicable box(es)]

- Adjustable Rate Rider
- Graduated Payment Rider
- Balloon Rider
- VA Rider
- Condominium Rider
- Planned Unit Development Rider
- Rate Improvement Rider
- Other(s) [specify]
- 1-4 Family Rider
- Biweekly Payment Rider
- Second Home Rider

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it. Signed, sealed and delivered in the presence of:

Pauline B McBride

Clayton MCBRIDE (Seal)
-Borrower

Witness
Cynthia Nelson

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

STATE OF SOUTH CAROLINA, Pauline B McBride Berkeley County ss:
Before me personally appeared she and made oath that she saw the within named Borrower sign, seal, and as his act and deed, deliver the within written Mortgage; and that she with Cynthia Nelson witnessed the execution thereof.

Sworn before me this 10th day of July, 2004
My Commission Expires: 9.17.11
(Seal) Cynthia Nelson
Notary Public for South Carolina

1 State of South Carolina
2 County of Berkeley In Common Pleas Court
3
4 Deutsche Bank National Trust
5 Company, as Trustee for Long Beach
6 Mortgage Loan Trust 2006-7,
7 Plaintiff,
8 V. 2012-CP-08-3119
9 Clayton McBride, GE Money Bank,
10 Defendants.
11 The Master in Equity Hearing
12 held before:
13 Honorable Robert E. Watson,
14 Master in Equity for Berkeley County
15
16 Location: 300 B California Avenue
17 Moncks Corner, South Carolina
18 Date: Wednesday, March 19, 2014
19 Time: 9:34 a.m. - 10:34 a.m.
20 Court Reporter: Kathleen M. Owens-Hays
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A P P E A R A N C E S

For the Plaintiff:
Rogers, Townsend & Thomas, P.C.
220 Executive Center Drive, Suite 109 (29210)
PO Box 100200
Columbia, SC 29202-3200
by: Jason D. Wyman, Esq.

For the Defendant:
Pro Se Defendant, Clayton McBride

Also present:
Pauline McBride
Wright Allen

1 Thereupon,

2 THE COURT: This is case number
3 2012-CP-08-3119, Deutsche Bank versus Clayton
4 McBride. Mr. McBride present?

5 MR. MCBRIDE: Yes, sir.

6 THE COURT: Come forward, please, sir.
7 You're here on the Plaintiff?

8 MR. WYMAN: Yes, Your Honor. Jason
9 Wyman, on behalf of the Plaintiff.

10 THE COURT: What's your name, ma'am?

11 MS. MCBRIDE: Pauline McBride.

12 THE COURT: Pauline McBride?

13 MS. MCBRIDE: Yes.

14 THE COURT: All right. Mr. Wyman, tell
15 me, from your perspective, what we have in
16 front of me this morning.

17 MR. WYMAN: Your Honor, we're here on
18 today, Plaintiff's motion to strike certain
19 pleadings or certain documents that have been
20 filed by Mr. McBride, and also on Plaintiff's
21 motion for a summary judgment, arguing
22 there's no genuine issue of material fact as
23 to our entitlement to foreclosure.

24 THE COURT: So you've got a Motion to
25 Strike Mr. McBride's -- some of his documents

1 that he's filed? Is that correct?

2 MR. WYMAN: That's correct, Your Honor.

3 THE COURT: And has -- Mr. McBride,
4 he's responded to -- has he -- have you
5 responded to that Motion to Strike,
6 Mr. McBride.

7 MR. MCBRIDE: Talk to her.

8 MS. MCBRIDE: We have a Motion to
9 Strike the Summary Judgment.

10 THE COURT: Now, ma'am, are you a party
11 to this lawsuit?

12 MS. MCBRIDE: Yes, I'm his wife.

13 THE COURT: You're not named in the
14 lawsuit, though, are you?

15 MS. MCBRIDE: No, I'm not.

16 THE COURT: Mr. McBride, you do not
17 have a lawyer to represent you; is that
18 correct?

19 MS. MCBRIDE: Huh-uh.

20 MR. MCBRIDE: No, ma'am -- no, sir.

21 THE COURT: And Mr. McBride, you want
22 to represent yourself in this matter? Is
23 that correct?

24 MR. MCBRIDE: You know -- yes, I'll let
25 my wife do -- represent me.

1 THE COURT: You'll let your wife do
2 what, sir?

3 MR. MCBRIDE: Let her represent me.

4 THE COURT: Your wife is not a
5 lawyer --

6 MR. MCBRIDE: I -- I --

7 THE COURT: -- and --

8 MR. MCBRIDE: Yeah, I -- yeah, I know,
9 but she -- you know, I have a stumbling -- a
10 stumbling --

11 MS. MCBRIDE: He want me to read for
12 him, do that.

13 THE COURT: Ms. McBride, does -- is
14 there some disability of your husband that I
15 should be aware of?

16 MS. MCBRIDE: Yeah. He stutters a lot,
17 he can't bring his words out.

18 THE COURT: Okay. I'm not trying to
19 be -- but --

20 MS. MCBRIDE: No, no.

21 THE COURT: -- you know, I'm just
22 trying to figure out --

23 MS. MCBRIDE: That's okay.

24 THE COURT: -- what -- what I have
25 here.

1 MS. MCBRIDE: Uh-huh.

2 THE COURT: Okay?

3 MS. MCBRIDE: Uh-huh.

4 THE COURT: So Mr. McBride has no
5 attorney here, but would like -- would like
6 for his wife to speak on his behalf. Do you
7 have any objections to that, Sir?

8 MR. WYMAN: Your Honor, just as long as
9 it's clear for the record that she -- she is
10 not a licensed attorney, she would not be
11 appearing to represent him. As long as she's
12 just speaking literally the words that he
13 would be saying, I would have no objection to
14 that.

15 THE COURT: All right. I do note that
16 Mr. McBride has filed a Motion to Strike the
17 Motion for Summary Judgment.

18 MS. MCBRIDE: Right.

19 THE COURT: And that was the motion
20 that you were speaking of, Ms. McBride?

21 MS. MCBRIDE: Yes.

22 THE COURT: Appears to me that it would
23 be proper to hear the Notice of Motion and
24 Motion to Strike first. Is that your
25 opinion, Mr. Wyman?

1 MR. WYMAN: Yes, Your Honor, that would
2 be appropriate.

3 THE COURT: I'll be -- I'll -- I'll
4 hear from you on your Motion to Strike
5 documents that Mr. McBride has filed. You've
6 got a Notice of Motion and Motion to Strike,
7 is how it's captioned.

8 MR. WYMAN: That's correct, Your Honor.

9 THE COURT: And I'll be glad to hear
10 from you on that motion.

11 MR. WYMAN: Thank you. May it please
12 the Court, Mr. McBride has filed various
13 documents where he has labeled himself the
14 Plaintiff and -- and used interchangeable
15 case numbers. There was a previous
16 foreclosure action that had been dismissed.
17 But the essence of our argument, Your Honor,
18 is that these are completely infirmus going
19 under the South Carolina Rules of Civil
20 Procedure, they -- they do not comply with
21 any of our -- our pleading rules or -- I
22 mean, he's just simply trying to institute a
23 new action within this one action, and we
24 would argue that various pleadings that he
25 has filed, such as -- he's filed affidavits

1 of default for failures to respond to
2 requests and -- and things like that. Those
3 should be stricken from the record.

4 THE COURT: Well, you know, he's filed
5 a lot of documents --

6 MR. WYMAN: Uh-huh.

7 THE COURT: -- and -- and I'm not gonna
8 give a general strike of his documents.
9 You're gonna have to identify which ones you
10 want stricken and I'll --

11 MR. WYMAN: Okay.

12 THE COURT: -- allow Mr. McBride to
13 respond to that.

14 MR. WYMAN: Your Honor, specifically we
15 would be moving to strike the Notice to
16 Dismiss with prejudice, according to UCC Docs
17 that was filed on or about May 21, 2013.

18 THE COURT: All right. Hold on. Let
19 me find that. Tell me when it was filed --
20 the date?

21 MR. WYMAN: On or about May 21, 2013.
22 And Your Honor, it may not have made it into
23 the Court's file, as he did use the
24 previously dismissed foreclosure action as
25 the case -- as the caption and case number.

1 THE COURT: Do you have the stamped
2 copy of that?

3 MR. WYMAN: Yes, Your Honor. May I
4 approach?

5 THE COURT: You may. And was this
6 filed in -- in this lawsuit?

7 MR. WYMAN: It -- it -- it uses the
8 2010 case number, which had been dismissed,
9 so I would argue that would have to have been
10 related to this current lawsuit.

11 THE COURT: Mr. McBride, do -- do you
12 have -- are you aware of the document that --
13 that Mr. Wyman is speaking of?

14 MS. MCBRIDE: Judge, I filed a lot of
15 documents. I don't have them all with me, so
16 I can't...

17 THE COURT: Well, I mean, there are a
18 lot of documents here, there's no question
19 about that.

20 MS. MCBRIDE: Uh-huh.

21 THE COURT: I'm just trying to
22 identify -- would you show her a copy of
23 this?

24 MS. MCBRIDE: Oh, yeah. I remember
25 this document. And I filed it.

1 THE COURT: All right. Can I have that
2 back, please?

3 MR. WYMAN: Yes, Your Honor.

4 THE COURT: Do you have another copy
5 for yourself?

6 MR. WYMAN: I do not, but I have looked
7 at it several times.

8 THE COURT: All right. I've been
9 handed a document that's captioned
10 2010-CP-08-4377. And it's Clayton McBride,
11 Plaintiff, versus Alyson Frey and Weston
12 Adams Law Firm and Deutsche Bank. And it's
13 titled of Notice to Dismiss with prejudice
14 according to UCC Doc File, see in letter, and
15 then a lot -- several files -- several
16 numbers. All right. Tell me why you think
17 this should be stricken from the record.

18 MR. WYMAN: Your Honor, it -- as --
19 looks like the caption, it appears that --
20 that Mr. McBride is trying to say that he is
21 the Plaintiff and he is asserting some sort
22 of affirmative action against Weston Adams
23 Law Firm and Alyson Frey and -- and the
24 Plaintiff in this -- in our current
25 foreclosure action. And just for the -- for

1 clarity of the record, I'll just make sure
2 that there has been no notice of dismissal
3 filed and Mr. McBride does not have the right
4 to file a notice of dismissal, as far as a
5 defendant in this action.

6 THE COURT: So this -- so this is
7 addressed to Alyson Frey, and she is someone
8 in Weston Adams Law Firm?

9 MR. WYMAN: I believe so, Your Honor.

10 MS. MCBRIDE: Yes.

11 MR. WYMAN: Yes.

12 MS. MCBRIDE: She sent the letter to
13 me, so I addressed it to her.

14 THE COURT: All right. Mr. McBride or
15 Ms. McBride, I'll just -- I'll hear from you
16 regarding that particular document.

17 MS. MCBRIDE: Well, Miss -- what was --
18 Ashley? What was the name? Whoever -- the
19 attorney -- had sent a letter to me -- to us.
20 That's why I addressed it to her and her law
21 firm. So when she signed something, she
22 signed her name with all of the lawyers on
23 there, so I addressed it back to them.

24 THE COURT: And what is the relevance
25 of that Notice to Dismiss with prejudice

1 according to UCC Docs File, see in letter,
2 numbers -- and then you've got --

3 MS. MCBRIDE: Just like I say, I'm not
4 an attorney.

5 THE COURT: -- about 40 numbers --

6 MS. MCBRIDE: I was just --

7 THE COURT: -- 40 numbers after it.

8 MS. MCBRIDE: I was just reaching out
9 for things to put in the --

10 THE COURT: Okay.

11 MS. MCBRIDE: -- document.

12 THE COURT: Okay.

13 MS. MCBRIDE: I'm not an attorney.

14 THE COURT: All right. I understand
15 that. Because Mr. McBride is here pro se,
16 this court tries to construe whatever
17 documents that have been filed very
18 liberally, to afford him the opportunity to
19 represent himself. But I'm gonna strike that
20 document. I find it has no relevance to
21 the -- to the case which is now in front of
22 me. And that case again being, Deutsche Bank
23 versus Clayton McBride. Alyson Frey nor
24 Weston Adams Law Firm are -- are parties to
25 the initial suit that was filed in front of

1 me. So I'm gonna -- I'll -- I'll strike that
2 document. That will be under --

3 MR. WYMAN: Thank you, Your Honor.

4 THE COURT: -- under Rule 12 (7), I
5 think.

6 MR. WYMAN: Yes, Your Honor. And the
7 other -- the main other document that we
8 would be interested in moving to strike would
9 be the Affidavit of Default filed on July 8,
10 2013.

11 THE COURT: You'll just have to bear
12 with me. There is a lot of documents in this
13 file. That's the Affidavit of Default filed
14 on July the 8th, 2013; is that right?

15 MR. WYMAN: That's correct, Your Honor.

16 THE COURT: And tell me why I should
17 strike that.

18 MS. MCBRIDE: That's the right caption
19 too.

20 MR. WYMAN: Again, for much of the same
21 reasons, Your Honor. Mr. McBride has -- has
22 labeled himself the Plaintiff, he has named
23 various parties. And -- and just for the
24 clarity of the record, just to make sure,
25 there's been no counterclaims asserted in

1 this case where -- where an affidavit of
2 default would even be appropriate by a
3 defendant to be filed. And just for --
4 again, for clarity of the record's sake, that
5 this should be stricken as -- as non--- as
6 improper under the rules of pleadings.

7 THE COURT: All right. Mr. McBride, do
8 you have any comments you want to make
9 regarding the Plaintiff's Motion to Strike
10 the Affidavit of Default which was filed on
11 July the 8th, 2013?

12 MS. MCBRIDE: Yes, Your Honor, I do.
13 Our -- if you send -- if they send me
14 something and I don't answer it, I'm in
15 default; right?

16 THE COURT: After a period of 30 days
17 you would be in default.

18 MS. MCBRIDE: That's right. So that's
19 the same thing goes for them. I asked for
20 information, they didn't give it to me, so
21 they're in default.

22 THE COURT: Yes, sir.

23 MR. WYMAN: Your Honor, there -- it's
24 completely different between a -- a letter
25 and -- and a -- an actual civil action in a

1 lawsuit doesn't -- I'm -- I'm sure the Court
2 is well aware. And -- and this filing, Your
3 Honor, just -- again, it -- it -- completely
4 improper, where it seeks to basically have a
5 new lawsuit instituted within our current
6 one, and -- and just completely runs afoul of
7 the South Carolina Rules of Civil Procedure.

8 THE COURT: All right. The Affidavit
9 of Default is titled again -- it's been filed
10 in case number 2012-3119, which is the case
11 in front of me today. And the caption on
12 that affidavit is Clayton McBride versus
13 Deutsche Bank and Weston Adams Law Firm, Eric
14 Hale, Chad Burgess -- a host of other
15 names -- and someone from Nelson, Mullins and
16 Riley, which is a -- another law firm...

17 MS. MCBRIDE: Yeah. That included all
18 of those.

19 THE COURT: So would you like to have
20 any further comment on that, Mr. McBride? Or
21 have your wife comment for you?

22 MS. MCBRIDE: Well, I mean, just like I
23 said, I asked them for documents, for
24 information; they did not send it to me, so
25 that's -- they in default.

1 THE COURT: Well, Mr. McBride, that
2 document is not relevant to this case because
3 you -- in that document, you are allegedly
4 suing a host of other people who aren't even
5 involved in this case. They have not been
6 properly served. I don't see a summons or a
7 complaint that's been served on any of these
8 parties. So that -- I'm gonna strike that
9 document as being --

10 MS. MCBRIDE: Okay. That's fine.

11 THE COURT: -- not relevant to this
12 particular case. And that will be stricken
13 under South Carolina Rule 12(b), I think. Is
14 that right?

15 MR. WYMAN: Thank you, Your Honor. And
16 that -- that would -- that's the main grounds
17 for our motion to -- motion to strike. The
18 two documents we were mainly concerned about.

19 THE COURT: All right. So next thing
20 for me to hear, then, would be your Motion
21 for Summary Judgment.

22 MR. WYMAN: Yes, Your Honor. This is a
23 standard residential foreclosure action.
24 Previously filed a Notice of Motion and
25 Motion for Summary Judgment in January of

1 2014. It also included an affidavit as to
2 the amount of the debt. Viewing the
3 pleadings in this case, it's clear that
4 Mr. McBride has -- has not responded, really,
5 to the complaint. He may have filed
6 documents in making an appearance, but we
7 would argue that he has -- he has failed to
8 respond to our -- our substantive allegations
9 of the complaint, and therefore would move
10 for summary judgment as there's no genuine
11 issue of material fact.

12 MS. MCBRIDE: I would object to that.

13 MR. WYMAN: For the Court's
14 convenience, I have brought a copy of the
15 original note and mortgage with me today.

16 THE COURT: So Mr. McBride and
17 Mrs. McBride, as -- I'm being very liberal to
18 allow you to speak on behalf of Mr. McBride
19 because of what I understand to be some kind
20 of speech impairment, perhaps, by
21 Mr. McBride. But a motion for summary
22 judgment has been filed, and that comes under
23 Rule 56 of our rules of court. And in that
24 motion, summary judgment is appropriate when
25 there are no genuine issues of material fact

1 relating to the complaint that was filed and
2 any other responses to that complaint.
3 There's no -- no issue of fact, and the --
4 and the facts that the Plaintiff says are not
5 an issue are this; that Mr. McBride signed a
6 note and a mortgage and he agreed to pay the
7 monies to the bank. And they have provided
8 me with an affidavit stating how much money
9 is owed on that note and I've -- I've been
10 told that they have the original note and
11 mortgage with them this morning.

12 MS. MCBRIDE: Okay. I would like to
13 see it.

14 THE COURT: So -- ma'am?

15 MS. MCBRIDE: I would like to see it.

16 THE COURT: You would like to see what,
17 ma'am?

18 MS. MCBRIDE: The original note. You
19 said he got the original.

20 THE COURT: All right. May I look at
21 that, please?

22 MR. WYMAN: Yes, Your Honor. Would you
23 like to see the mortgage and --

24 MS. MCBRIDE: Yes.

25 MR. WYMAN: -- the note?

1 THE COURT: That would be fine. Let me
2 take a look at it.

3 MR. WYMAN: All right. There you go.

4 MS. MCBRIDE: That's what we've been
5 asking for all the time, they don't -- can't
6 provide it. All of a sudden, they find --
7 they found --

8 THE COURT: Now, hold -- hold on,
9 ma'am. Now, I've got a court reporter here
10 who's taking --

11 MS. MCBRIDE: Oh, I'm sorry.

12 THE COURT: -- everything that we
13 say -- that's okay.

14 MS. MCBRIDE: I'm sorry.

15 THE COURT: You're okay.

16 MS. MCBRIDE: I'm sorry.

17 THE COURT: That's -- just be patient
18 with me --

19 MS. MCBRIDE: Okay.

20 THE COURT: -- as I look at all of
21 these documents. And then we're gonna talk
22 about them; okay?

23 MS. MCBRIDE: All right.

24 MR. WYMAN: And just for the -- the
25 record, I would like to point out that I have

1 handed a copy of -- of those documents to --

2 MS. MCBRIDE: No, I want the original.

3 I don't want to see a copy.

4 THE COURT: All right. I believe
5 Mr. McBride has been handed a -- a copy of
6 the mortgage; is that correct?

7 MR. WYMAN: A copy of what you have in
8 your hands, Your Honor. That's been returned
9 to me, as she said she did not want to see
10 copies.

11 MS. MCBRIDE: I don't want to see no
12 copy, I want to see the original.

13 THE COURT: All right. I'll -- I'll
14 note again, for the record's sake, that I do
15 have the original one, and I will allow
16 Mr. McBride to look at it. And the original
17 mortgage was filed in the public records here
18 in Berkeley County, looks to me at 5822, page
19 190. Excuse me, this mortgage was filed in
20 Book Four, VI 5822, page 189, looks like to
21 me. And I also have the original note, a
22 copy of which was handed to Mr. McBride and
23 Mrs. McBride, and I'll allow that original
24 note to be reviewed at this time. Would you
25 hand this to them, please? I'm handing to

1 you a copy -- I mean, the original note --

2 MS. MCBRIDE: Yes, sir.

3 THE COURT: -- should be the first
4 document -- and the original mortgage.

5 MS. MCBRIDE: That don't look like your
6 signature.

7 MR. MCBRIDE: Huh?

8 MS. MCBRIDE: That don't look like your
9 signature. Huh-uh. Yeah.

10 MR. MCBRIDE: That is not my signature,
11 no.

12 MS. MCBRIDE: Huh-uh. They close, but
13 they not his.

14 MR. MCBRIDE: No. No, huh-uh.

15 MS. MCBRIDE: I know that's not my
16 signature.

17 MR. MCBRIDE: That's not my signature.
18 Huh-uh.

19 MS. MCBRIDE: That is not my signature.
20 All the time we was asking for a copy -- I
21 mean, for -- to read the note from the
22 original file.

23 MR. MCBRIDE: If you want to, Judge --
24 they look close, but --

25 THE COURT: Sir?

1 MR. MCBRIDE: If you want to, Judge,
2 you know, you can see my driver's license,
3 you know, and -- and -- and -- and you can
4 see --

5 MS. MCBRIDE: It pretty close.

6 MR. MCBRIDE: It's pretty close, but
7 that's not my signature. I can show you my
8 driver license.

9 THE COURT: All right. So you're --
10 you're telling me that that's not your
11 signature on --

12 MR. MCBRIDE: No, sir.

13 THE COURT: -- on this note?

14 MS. MCBRIDE: I know that's not my
15 signature on there.

16 MR. WYMAN: Your Honor, I would point
17 out for the record that Ms. McBride also
18 witnessed --

19 MS. MCBRIDE: I --

20 MR. WYMAN: -- the signing of the
21 mortgage.

22 MS. MCBRIDE: That's what I said,
23 that's not my signature that's the witness on
24 there. I know I signed witness, I know that.

25 THE COURT: Ma'am, if you're speaking

1 to me, you have to speak up so I can hear
2 you.

3 MS. MCBRIDE: Oh. No, I was speaking
4 to the attorney there.

5 THE COURT: Okay. Do you have a copy
6 of the note that I can put into the record?

7 MR. WYMAN: Yes, Your Honor. A copy of
8 the note and the mortgage.

9 THE COURT: Mr. Wyman, your client is
10 Deutsche Bank, and because -- what -- what is
11 your position on this note that's made --
12 refers to Long Beach Mortgage, and what is
13 your understanding, then, of the law
14 regarding that?

15 MR. WYMAN: Your Honor, if -- if --
16 there is an allonge with the note. There
17 have been -- there are several successor
18 entities to Long Beach Mortgage. And
19 ultimately Washington Mutual succeeded to
20 Long Beach Mortgage interest in the -- in the
21 particular note and signed the allonge in
22 blank. So it is endorsed in blank as bearer
23 paper under the UCC. And as the Plaintiff
24 is -- has possession of the original note, we
25 are entitled to enforce it. I'd just argue

1 that we have established the existence of the
2 debt, as required by US Bank versus Bell.

3 THE COURT: Any comments on that?

4 MS. MCBRIDE: No.

5 THE COURT: No? Okay. So The Court
6 finds that -- I have viewed the original
7 note, and if necessary we'll make that part
8 of the record. But for the time being, I'm
9 gonna make -- and I've reviewed a copy of the
10 note which was handed to me along with the
11 allonge. And I'm gonna admit the copy of the
12 note and the copy of the mortgage, which I
13 stated previously. I've seen the original
14 and -- and it has been recorded in the public
15 records of this county. So those two items
16 will be admitted.

17 Now, the Plaintiff has also introduced
18 an affidavit, and in that affidavit the
19 representative of the bank is swearing to me
20 that the amounts of the money as set forth in
21 that affidavit are in fact what is owed on
22 the property. Do you have any evidence to
23 contradict that fact? The amount that they
24 say is owed on the property?

25 MS. MCBRIDE: I don't know what he have

1 on there, so I can't say that.

2 THE COURT: I think -- I think you were
3 served with a copy of their Affidavit of
4 Indebtedness, and if not, we'll hand you a
5 copy now. You may take your time to look at
6 it. You may be seated.

7 MS. MCBRIDE: I have never seen this
8 before. This was filed January 14th. I have
9 no objection to it, Sir.

10 THE COURT: Ma'am?

11 MS. MCBRIDE: I don't have any
12 objection to it.

13 THE COURT: All right. You don't -- do
14 you have -- you don't have -- do you have any
15 evidence to dispute that that's --

16 MS. MCBRIDE: No, I don't.

17 THE COURT: -- what's owed on the
18 property?

19 MS. MCBRIDE: No.

20 THE COURT: No, ma'am?

21 MS. MCBRIDE: No.

22 THE COURT: Okay. And you -- I've
23 heard you say that you didn't receive a copy
24 of that --

25 MS. MCBRIDE: No.

1 THE COURT: -- affidavit?

2 MS. MCBRIDE: I did not.

3 THE COURT: I'll have a -- put into the
4 record. I have a sworn certificate -- I have
5 a certificate of mailing which tells me that
6 this was mailed on January the 10th, 2014 to
7 Clayton McBride at 1447 Old Whitesville Road
8 in Moncks Corner.

9 MS. MCBRIDE: This is all I got from
10 them.

11 THE COURT: Can you identify what that
12 is, ma'am?

13 MS. MCBRIDE: This is a letter to come
14 to court today for this -- for summary --
15 this is all I have with them -- from them,
16 was this -- was the last mailing to us.

17 THE COURT: Well, this was mailed on
18 January the 10th, it was mailed to you. And
19 I have to assume -- after that --

20 MS. MCBRIDE: No.

21 THE COURT: -- you had filed a motion
22 to strike that summary judgment, so I would
23 have to assume that you received it.

24 MS. MCBRIDE: No.

25 THE COURT: Anything else from the

1 Plaintiff on the motion for summary judgment?

2 MR. WYMAN: Your Honor, I would just
3 argue that we are entitled to judgment as a
4 matter of law and set the property as -- with
5 early as possible sales date.

6 THE COURT: All right. Now,
7 Mr. McBride -- you may be seated, Mr. Wyman.

8 MR. WYMAN: Thank you.

9 THE COURT: Mr. McBride, I've heard
10 from the Plaintiff's perspective regarding
11 their motion for summary judgment. And now,
12 I note that you have filed a motion to strike
13 that summary judgment, and I will -- I will
14 certainly be happy to hear from you in
15 regards to that.

16 MS. MCBRIDE: Okay. I would like to
17 read this for the record, please.

18 THE COURT: You can certainly read it
19 for the record, if you'd like to.

20 MS. MCBRIDE: All right. Thank you.

21 THE COURT: And this -- I will say to
22 you, though, ma'am, it's already in the
23 record, because it's been filed. But if
24 you'd like to read it aloud at this time,
25 I'll allow you to do that.

1 MS. MCBRIDE: Thank you, Sir. Said:
2 Now comes I, Clayton McBride, pro se
3 Defendant, Authorized Representative of
4 Clayton McBride, pro se Defendants,
5 hereinafter referred to as the Defendant,
6 residing at 1447 Old Whitesville Road, Moncks
7 Corner, South Carolina 29461; comes in full
8 life by my own authority, appearing specially
9 and not generally or voluntarily, so as not
10 to confuse the Court and challenge the
11 jurisdiction and authority of this Court.
12 Being under the threat of trespass to the
13 right to realize, enjoy and to dispose of the
14 private property known as 1447 Old
15 Whitesville Road, Moncks Corner, South
16 Carolina 29461. If I, the Defendant, failed
17 to appear, at no time do I, the Defendant,
18 submit to the jurisdiction and the venue of
19 the above court and at no time nunc pro tunc
20 waived or are waiving any rights whatsoever,
21 knowingly and unknowingly. I, the Defendant,
22 ask the Court to take judicial notice of the
23 fact that I am without Counsel and I am not
24 schooled in the law and legal procedure and I
25 am not a member of the American Bar

1 Association. Therefore, my pleading must be
2 read and construed liberally. See Haines
3 versus Kerner, 404 USC (sic) at 520, 1980,
4 and Birl versus Estell, 660 Federal 2nd 592,
5 1981. I, the Defendant, further accuse and I
6 believe that this court has the
7 responsibility and legal duty to protect and
8 or all (sic) of my constitutional rights.
9 See United States versus Lee, 106 USC
10 196.220, 1882. Please note that I am not
11 engaged with any attorney, only by myself as
12 the Defendant. Also, under pro se litigant,
13 it is improper for an attorney to engage the
14 pro se litigant in a court of law. Further,
15 attorneys are to represent government
16 officials, wards of the court, infants,
17 people of unsound mind and incompetent
18 individual. Therefore, I, the Defendant am
19 requesting that any hearing be held under the
20 Jurisdiction of Common Law between Plaintiffs
21 and Defendant; and the -- and that focus --
22 and that the focus of the facts and statement
23 of the Motion to Strike Motion for Summary
24 Judgment become the main focus of the court.
25 Judicial Notice Fraud Upon the Court. I

1 move this Court to take judicial notice that
2 the Plaintiffs are committing fraud upon the
3 Court. The Plaintiff is seeking to foreclose
4 (sic) judgment and sale upon my property,
5 posing that they have a negotiable
6 instrument. That Plaintiff is proposing
7 under Article 3. The Plaintiffs are using
8 the Promissory Note as a part of enforcing
9 the foreclosure. The Plaintiffs are using
10 the Mortgage as a debt instrument to enforce
11 the foreclosure. The Plaintiff has brought
12 an action to the Court that lacks
13 jurisdiction to subject matter, because the
14 instrument are not negotiable instrument.
15 The Plaintiff has no interest in my property.
16 Deutsche Bank National Trust Company, as
17 Trustee for Long Beach Mortgage Company --
18 Long Beach Mortgage Loan Trust 206--- 2006-7,
19 never showed ownership of the Note on Record.
20 Therefore, as in previous cases, such as in a
21 most recent case in Charleston, South
22 Carolina, in the Ninth Judicial Circuit Court
23 of Common Pleas, Judge J. C. Nicholson,
24 Junior ruled in favor of the homeowners,
25 Scott J. Heinrich and Dianna (sic)

1 K. Heinrich -- see Deutsche Bank National
2 Trust Company versus Scott J. Heinrich and
3 Dinah C. (sic) Heinrich, Docket Number
4 2011-CP-10-1060 -- because Deutsche Bank
5 National Trust Company was the trustee for
6 IndyMac. They too did not own the note and
7 Judge J. C. Nicholson, Junior's ruling was
8 based upon the United States Supreme Court
9 ruling for foreclosure. The United States
10 Supreme Court's ruling trumps any contrary
11 state law which does not require the
12 foreclosing plaintiffs to own both the note
13 and the mortgage at the time that the
14 foreclosing complaint is filed.

15 I, the Defendant, move this Court to
16 take judicial notice to strike the Motion for
17 Summary Judgment. Take judicial notice of
18 UCC Article 9, Subsection 202, Section A,
19 Section 3, which state that once a debtor
20 sign a promissory note, the debtor has no
21 further obligation to the note because the
22 note become -- that note has now (sic) become
23 a check. I move this court to comply --
24 compile (sic) the Plaintiffs to provide forms
25 FR2049, FR2046 and FR2099, if the Plaintiffs

1 wish to provide (sic) otherwise. These forms
2 are balance sheets that are required by the
3 Federal Reserve to be processed in loan
4 transactions by the bank (sic). Deutsche
5 Bank National Trust Company as Trustee for
6 Long Beach Mortgage Loan Trust 2006-7 is not
7 the party of interest, and the party of
8 interest has not come forth to state any
9 harm. Wherefore, I move this Court to strike
10 the Motion of Summary Judgment with
11 prejudice. Respectively submitted, Clayton
12 McBride, January 14th. Thank you, Judge.

13 THE COURT: Thank you, ma'am. All
14 right. Any response to that?

15 MR. WYMAN: Your Honor, briefly. It
16 appears that they're arguing that the
17 Plaintiff lacks standing to -- to bring this
18 foreclosure action. We would argue that the
19 Plaintiff has established standing by having
20 the original Note in front of the Court
21 today, and also the mortgage had been
22 assigned to the plaintiff by virtue of a
23 written assignment mortgage recorded on
24 August 31, 2012. That's in Book -- bear with
25 me one moment -- 9 -- or, excuse me, Book R,

1 Volume 9657, page 102. And as that
2 assignment of mortgage was filed before the
3 foreclosure action was commenced, I would
4 argue that the case that they cited in their
5 Motion to Strike is -- is distinguishable,
6 even though it is just simply a Court of
7 Common Pleas decision and is not, you know,
8 a -- it is not -- it is not any sort of
9 holding authority, is not entitled to any
10 precedent. And we would argue that their
11 motion to strike should be respectfully
12 denied.

13 THE COURT: Thank you.

14 MS. MCBRIDE: If we could have the book
15 number again?

16 MR. WYMAN: We can talk -- we can talk
17 after.

18 MS. MCBRIDE: Okay. Thank you.

19 THE COURT: And what were you -- what
20 were you just provided? What did you just
21 provide her?

22 MS. MCBRIDE: The book -- I wanted the
23 book number where he say this was recorded
24 at.

25 THE COURT: The assignment?

1 MS. MCBRIDE: Yes.

2 THE COURT: Okay. All right. Well,
3 Mr. McBride and Ms. McBride, I want you to
4 know that I do understand that you are not
5 attorneys and that you are appearing in
6 front -- front of me without the benefit of a
7 lawyer. And I have construed the documents
8 and the pleadings that you have filed,
9 liberally, to try to find a means to support
10 your Motion to Strike the Motion for Summary
11 Judgment. This Court does have jurisdiction
12 over this property and jurisdiction over
13 Mr. McBride. And this Court has determined
14 already -- it has not -- I determine now that
15 the Plaintiff in this action, Deutsche Bank
16 is -- does have standing as Trustee for Long
17 Beach Mortgage, and because they are in fact
18 the holder of the original note which was
19 brought to my attention today and viewed by
20 me, there has been a recorded assignment to
21 the Plaintiff in this case, and that was
22 recorded prior to the lawsuit was instituted,
-- the Plaintiff in this case, and that was
22 recorded prior to the lawsuit was instituted,
-- the Plaintiff in this case, and that was
22 recorded prior to the lawsuit was instituted,

1 you -- do you have some kind of order today?

2 MR. WYMAN: I -- I have prepared a
3 proposed order, Your Honor, but I could
4 certainly revise it to address the Motion to
5 Strike, as well as their other -- the Motion
6 to Strike the Summary Judgment, if you -- if
7 the Court would prefer.

8 THE COURT: Yes, I would.

9 MR. WYMAN: Okay.

10 THE COURT: All right, Mr. and
11 Mrs. McBride, I'm -- this is -- I've -- I've
12 already made the decision to deny your Motion
13 to Strike and grant their Motion for Summary
14 Judgment, but I just want to talk to you for
15 a little bit. Is that okay with you folks?

16 MS. MCBRIDE: That is fine.

17 THE COURT: There are a couple of
18 things I want you to know, to be aware of.
19 First of all, did -- did some -- and this is
20 just -- I'm just curious. If you don't want
21 to answer this, you don't have to answer
22 this. Did someone help you obtain all of
23 these documents and all that were filed?

24 MS. MCBRIDE: Excuse me?

25 THE COURT: Did somebody help you with

1 all of these documents that were filed? I
2 see things in here referring to The One
3 People's Public Trust, and that you are
4 governed by that law and not the laws of the
5 state and those kind of things. Did somebody
6 provide y'all with all of that information?

7 MS. MCBRIDE: The Internet.

8 THE COURT: Internet?

9 MS. MCBRIDE: Uh-huh.

10 THE COURT: Okay. I'm just wondering.
11 And you -- and again, you -- you didn't have
12 to answer that if you didn't want to, but
13 that was just for my curiosity's sake. Now,
14 by granting this motion today -- and I will
15 be signing an order in this case -- has there
16 been a waiver of deficiency?

17 MR. WYMAN: The deficiency remains
18 demanded, Your Honor.

19 THE COURT: Now, I -- what I want to do
20 is just talk to you about this so you'll
21 understand this process a little bit from my
22 perspective. Okay?

23 MS. MCBRIDE: Sure.

24 THE COURT: So when I sign this order,
25 what I'm doing is I'm gonna be -- I'm gonna

1 be establishing the amount of the debt that's
2 owed. And I -- I don't do that in these
3 cases, unless I have some credible evidence
4 presented to me by the bank.

5 MS. MCBRIDE: Okay.

6 THE COURT: And they've done that by
7 this sworn affidavit. And before I sign any
8 order, I make sure the testimony that they
9 have sworn to is what goes into my orders.
10 Okay?

11 MS. MCBRIDE: Uh-huh.

12 THE COURT: And -- and I afforded you
13 the opportunity to -- to dispute those
14 figures and -- if you could, and I
15 understand -- I -- I wouldn't know what I owe
16 on my mortgage either.

17 MS. MCBRIDE: I don't know.

18 THE COURT: Okay. But the fact
19 remains -- it -- it appears to me that no
20 payments have been made on this property
21 since around 2010 sometime. Is that correct?

22 MR. WYMAN: April 2010, Your Honor.

23 THE COURT: April 2010? And so what
24 I'm doing by signing the order is
25 establishing that payments haven't been made

1 in accordance to the note and the mortgage
2 and what is now currently owed on the
3 property. And that's one thing that I
4 establish in that order. Okay?

5 MS. MCBRIDE: Okay.

6 THE COURT: And once I sign that order,
7 I want you to know that I'm not taking the
8 property away from you at that time; you
9 still own the property, even though I signed
10 this order. Do you understand that?

11 MS. MCBRIDE: Yes, sir.

12 THE COURT: Nobody can come to you
13 and -- and tell you that you now have to
14 leave this property just because I signed
15 this order, at this stage of the lawsuit. Do
16 you understand that?

17 MS. MCBRIDE: Yes.

18 THE COURT: So you can still live
19 there, you could still sell the property if
20 you wanted to, and you can still try to get
21 it settled if you -- if you want to try to do
22 that. I'm taking none of those things away
23 from you by just signing that order. Do you
24 understand that?

25 MS. MCBRIDE: Uh-huh. Yes, sir.

1 THE COURT: I haven't signed it yet,
2 but it will be presented to me and the copy
3 will be sent to you, and then I will make
4 sure it suits -- is in accord with what I've
5 decided today, and I'll sign it.

6 MS. MCBRIDE: Okay.

7 THE COURT: Once I sign that order, I'm
8 also required by law to set a sale date for
9 your property.

10 MS. MCBRIDE: Uh-huh.

11 THE COURT: And from a practical
12 standpoint, that's -- there will be two sale
13 dates that we will have regarding this
14 property.

15 MS. MCBRIDE: Why is that?

16 THE COURT: I'll -- I'll explain that
17 to you.

18 MS. MCBRIDE: Oh, okay.

19 THE COURT: I'm just trying to think.
20 It'll be two sale dates. The earliest first
21 day sale date -- the earliest, and I haven't
22 decided this yet --

23 MS. MCBRIDE: Oh.

24 THE COURT: -- but -- and I'm just
25 giving you this information so that you can

1 kind of see how the process would work.

2 MS. MCBRIDE: Okay.

3 THE COURT: The earliest sale date will
4 be on -- could be May the 7th.

5 MS. MCBRIDE: Okay.

6 THE COURT: And at that time, the bank
7 would come in and they would be able to place
8 one bid on your property. Whatever they want
9 for the property they can bid it at that
10 time. Nobody else can bid then. I don't let
11 anyone else bid then.

12 MS. MCBRIDE: Would they come to the
13 court to bid on it?

14 THE COURT: Yes, ma'am. I have -- I
15 have -- unfortunately, I have to sell a lot
16 of property. And I do that on -- on the
17 first Wednesday of every month. So that --
18 say -- let's just say it's May the 7th.

19 MS. MCBRIDE: Can I ask, what is your
20 name?

21 THE COURT: I'm Robert E. Watson.

22 MS. MCBRIDE: Oh, Watson. Okay.

23 THE COURT: And it will be a public
24 sale, it -- it'll be one of these courtrooms
25 up here, more than likely. It will be

1 11:00 -- and you would get notice of when
2 that sale is gonna be.

3 MS. MCBRIDE: Okay.

4 THE COURT: You don't have to come;
5 you're welcome to come.

6 MS. MCBRIDE: Okay.

7 THE COURT: But this is what goes on.
8 That first day sale, the bank will bid one
9 time, they make one bid on the property.

10 MS. MCBRIDE: Uh-huh.

11 THE COURT: Nobody else can bid.
12 Approximately 30 days after that -- and --
13 and again, these dates are not set in stone
14 right now -- which would be around June the
15 6th, I would have a -- what I call a second
16 sale date. And at that time anyone else can
17 come and bid on the property. And whoever
18 the high bidder is on that -- the bank can't
19 bid again. But if anyone else bids on it,
20 they bid higher than the bank, then they have
21 up to 30 days to pay me whatever they bid.

22 MS. MCBRIDE: Okay.

23 THE COURT: In all of that time, I want
24 you to know that if -- if I sell it on May
25 the 5th -- 7th, excuse me, you still own the

1 property. I will not sign the deed to anyone
2 else until 30 days later. Someone else has
3 the opportunity to bid if they want to, which
4 would be around June the 6th.

5 MS. MCBRIDE: Uh-huh.

6 THE COURT: Only when they pay me what
7 they bid, only then will I sign a new deed to
8 a new owner. And only -- only then could
9 they come and ask that you leave on the
10 strength of anything that I've done in this
11 case.

12 MS. MCBRIDE: Okay.

13 THE COURT: And I'm -- I'm sharing with
14 you the worst-case scenario for you. So if
15 somebody comes in and is a high bidder on
16 June the 6th, they have 30 days to pay me
17 whatever they bid. Only when they pay me, do
18 I sign a deed to a new owner. Only then can
19 they come and say, Mr. McBride and
20 Ms. McBride, y'all are gonna have to leave.
21 If you can't agree with them when you have to
22 leave, then you have the right to come back
23 in front of me and I would decide when you
24 had to leave. Okay?

25 MS. MCBRIDE: Okay.

1 THE COURT: So from a worst-case
2 scenario, from a practical standpoint, it
3 would probably be sometime toward the end of
4 July or first of August before you would have
5 to leave. And I hope that doesn't happen.

6 MS. MCBRIDE: Yeah. So whenever --

7 THE COURT: Any question -- I've
8 said -- I've said a lot to y'all. Any
9 questions about what I've just explained to
10 you what could --

11 MS. MCBRIDE: I understand.

12 THE COURT: -- what could happen from
13 here on out?

14 MS. MCBRIDE: Yes. I understand.

15 THE COURT: Both -- you understand that
16 too --

17 MR. MCBRIDE: Yes, sir.

18 THE COURT: -- Mr. McBride?

19 MR. MCBRIDE: Yes, sir.

20 THE COURT: And nobody in here wants
21 that to happen. Have y'all tried to settle
22 the case? Have you tried to get anybody to
23 help you work something out with the bank?

24 MS. MCBRIDE: Judge, I'll tell you,
25 I've been trying for mortification --

1 mortification -- a date. I know that's --
2 that's a whole -- that's why I don't mess
3 with that. No, sir.

4 THE COURT: You've tried for a
5 modification --

6 MS. MCBRIDE: Yeah.

7 THE COURT: -- is what you're saying?
8 Did you have anybody to help you with that?
9 Not -- did --

10 MS. MCBRIDE: Well, I had -- I had
11 attorneys to help me with it.

12 THE COURT: Okay.

13 MS. MCBRIDE: But they was doing the
14 same thing the bank was doing, so...

15 THE COURT: Okay. Well, there are some
16 organizations out there that, if you want to,
17 you can talk with. And they don't charge you
18 anything to help you and they -- they have
19 helped people in your situation. Would you
20 be interested in that information?

21 MR. MCBRIDE: Yeah.

22 THE COURT: You would, Mr. McBride?

23 MR. MCBRIDE: Yeah. I don't mind. No,
24 I don't mind looking at it.

25 THE COURT: Okay. You'd like to look

1 at it?

2 MR. MCBRIDE: Yes, sir.

3 THE COURT: I'll get -- I'll get you
4 that information in just a moment. Okay?

5 MS. MCBRIDE: Uh-huh.

6 THE COURT: There any questions that
7 you have about anything that's happened
8 today?

9 MS. MCBRIDE: No, the only question I
10 have -- 'cause I put in a motion for a jury
11 trial. I mean, it seem like it's a one-sided
12 thing here; you know?

13 THE COURT: Your -- well, your -- your
14 motion for a jury trial -- let's address
15 that.

16 MS. MCBRIDE: Seem like the Court was
17 always on the mortgage people's side.

18 THE COURT: Now, that -- that is not
19 true. It may be in your case, but I'm not
20 always on the mortgage people's side. I -- I
21 think --

22 MS. MCBRIDE: Well, I mean, from that
23 letter I received from the attorney, they did
24 not address any of my issue in there. All
25 they address is what the mortgage people

1 wanted.

2 THE COURT: The -- the information
3 that -- that was filed for a -- a -- I'll --
4 in fact, if you would like to now --
5 Mr. McBride or Ms. McBride, if you would like
6 to argue in front of me that you're entitled
7 to a jury trial, I'll be glad to hear from
8 you. There -- there have been some things
9 filed here, but -- but it was -- but it was
10 filed in that lawsuit with the caption of
11 Deutsche Bank; Weston Adams Law Firm; Eric
12 Hale; Chad Burgess; Ashley Zarrett; Caroline
13 Glenn; Robert Jackson; William Stark; Alyson
14 Frey; J.P. Morgan Chase Bank; HSBC Bank;
15 Nelson, Mullins and Riley; Tiarna Harman;
16 B. Smith, III; Eleni M. Roumel; Washington
17 Mutual Bank; Residential Finance; Adam
18 Gregory; Pamaris Lesane; Craig Keaney;
19 Theresa Delgado; Select Portfolio Servicing;
20 Candice Pitcher; Carey Davis and Heidi Huss.

21 MS. MCBRIDE: Yeah.

22 THE COURT: And none -- none of those
23 people --

24 MS. MCBRIDE: I remember.

25 THE COURT: I don't even know who those

1 people those are.

2 MS. MCBRIDE: Those are all connected
3 to the mortgage. They all send me letters or
4 bills or something. They all connected to
5 the mortgage.

6 THE COURT: But I -- I don't have
7 any -- I mean, that -- that's just not
8 related to this case. That could be a whole
9 other case you may have, I don't know. I
10 just don't know what that is. And it's --
11 it's under -- it's in that caption that you
12 ask for a jury trial, a trial by jury.
13 And -- and by -- it says a trial by jury,
14 sample of estoppel --

15 MS. MCBRIDE: Uh-huh.

16 THE COURT: -- L-E-T-T-E, and estoppel
17 courtesy notice with Exhibits A through L,
18 certificate of acknowledgment. And I -- I
19 looked at all of those things, and I'll be
20 happy, if you want to argue that you're
21 entitled to a notice of -- I mean, to a trial
22 by a jury, I will certainly hear that
23 argument.

24 MS. MCBRIDE: Well, we'll forego it for
25 right now.

1 THE COURT: Ma'am?

2 MS. MCBRIDE: We forego it for right
3 now.

4 THE COURT: You're gonna forego that
5 for right now, is what --

6 MS. MCBRIDE: Uh-huh.

7 THE COURT: -- I heard you say?

8 MS. MCBRIDE: Yes, sir.

9 THE COURT: Is that -- is that your
10 opinion too, Mr. McBride?

11 MR. MCBRIDE: Yes, sir.

12 THE COURT: Well, frank -- I mean,
13 I'm -- I'm not -- so -- so there is not an
14 issue in front of me today. So I do want you
15 to know that I -- there were a lot of
16 documents filed.

17 MS. MCBRIDE: Oh, yes, it was. 'Cause
18 when you don't know --

19 THE COURT: And I want you know --

20 MS. MCBRIDE: -- what you're doing,
21 you'll send --

22 THE COURT: -- that I -- I looked at
23 those documents.

24 MS. MCBRIDE: You did?

25 THE COURT: I certainly did. And --

1 and you talk about being -- there's again
2 something called The One Peoples Public
3 Trust, something called The 1776 Public Trust
4 and --

5 MS. MCBRIDE: No --

6 THE COURT: -- and that you're governed
7 by that law and not my -- not the laws of
8 this state. I've read all of those things.

9 MS. MCBRIDE: Yeah.

10 THE COURT: And -- and quite frankly,
11 they didn't make a whole lot of sense to me,
12 relating to this case and the circumstances
13 within which you find yourself.

14 MS. MCBRIDE: Did you read the FBI
15 report too?

16 THE COURT: Did I read an FBI report?

17 MS. MCBRIDE: I filed that in there
18 too.

19 THE COURT: I do not recall reading an
20 FBI report. If you have an FBI report --

21 MS. MCBRIDE: It's probably -- it may
22 be -- just like you said, it's two different
23 case. Maybe it was in the first case, I
24 don't know. But I know I filed it.

25 THE COURT: But I find -- I mean, I've

1 read orders and findings from this -- The One
2 Peoples Public Trust. They made -- you
3 know --

4 MS. MCBRIDE: That was --

5 THE COURT: -- some order or finding
6 that --

7 MS. MCBRIDE: That was before that.
8 That was way before that.

9 THE COURT: You filed the FBI report
10 way before that?

11 MS. MCBRIDE: Yeah. A big stack of
12 papers.

13 MR. WYMAN: Your Honor, I'm not --

14 THE COURT: I never looked at that.

15 MR. WYMAN: -- familiar with -- with
16 that one. I -- I had my title search
17 performed, just to pull all of the pleadings,
18 and -- and did not see an FBI report.

19 THE COURT: Okay. Ma'am, I sure
20 haven't seen that. But I -- I see something
21 that you keep referring to, a UCC Financing
22 Statement, and it's -- you're asking me to
23 acknowledge that The One Peoples Public Trust
24 1776 and -- somewhere in Washington --
25 pursuant to The One Peoples standing

1 authority, value, rights, our principle of
2 the law, knowingly willingly... International
3 law, notice of the Constitution of the United
4 States -- it just doesn't make any sense to
5 me, to be honest. I could not put it
6 together with anything that was going on with
7 this case.

8 MS. MCBRIDE: Okay.

9 THE COURT: So having said all of that,
10 I'm going back now to where I was before.
11 And so my understanding now is that you've
12 withdrawn your request for a jury trial.
13 Let's go back to our -- I had offered you --
14 offered to you, if you want some information
15 regarding some people who may be able to talk
16 about with you, and they do not charge you,
17 to see if they can help you get the case
18 settled. Are you interested in that
19 information?

20 MS. MCBRIDE: He said he was.

21 THE COURT: He said he was. All right.
22 Let me get that and I'll be right back. All
23 right. I'm handing to Mr. McBride some
24 information regarding the South Carolina
25 HELP. Mr. McBride, these people may be able

1 to help you, and at no charge. I cannot tell
2 you that they will. I don't control them. I
3 have -- I have been to some seminars with
4 them and spoken at a seminar where they were
5 present. And I do know that they -- their
6 heart is to try to help people who are behind
7 on their mortgages. I don't know if you're
8 gonna qualify or not. That's something I
9 just don't know. I'm just giving you that
10 for information. I'm not ordering you to go
11 see them. That's just information that may
12 be helpful to you. Okay?

13 MR. MCBRIDE: I appreciate it.

14 THE COURT: Yes. Is there anything
15 else that Mr. McBride, you, through --
16 through your wife, would like to ask me or
17 bring to my attention this morning?

18 MS. MCBRIDE: The only thing I want to
19 say, even the circumstances, this was very
20 pleasant.

21 THE COURT: Ma'am?

22 MS. MCBRIDE: It was very pleasant --
23 even the circumstance we're in, it was very
24 pleasant being in front of you.

25 THE COURT: Well, thank you for your

1 kindness. You've been kind too. And -- and
2 nobody here wishes y'all any harm. I hope
3 you can work something out, if that's what
4 you want to do. Thank you for your comments.
5 You both are good, kind people, and I
6 appreciate you coming.

7 MS. MCBRIDE: Uh-huh.

8 MR. MCBRIDE: All right.

9 THE COURT: I wish the best for you.

10 MR. MCBRIDE: Thank you.

11 MS. MCBRIDE: Thank you.

12

13 (Whereupon, at 10:34 a.m., the
14 taking of the foregoing
15 hearing was concluded.)

16

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24 the speaker.)

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I, HEREBY CERTIFY that a true copy of the foregoing was mail by the United States Post Office to: Rogers Townsend and Thomas, PC for Jason D. Wyman at: PO Box 100200, 220 Executive Center Drive, Columbia, South Carolina 29210. July ____, 2014.

ROGES TOWNSEND and THOMAS, PC

JASON D. WYMAN

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SC Bar 100271

CONCUSION.....6
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Clayton McBride

1447 Old Whitesville Road

Moncks Corner, South Carolina 29461

Date July 5, 2014

Ref : Initial Brief

Dear Ms. Green,

Enclose is my Brief, a copy of my transcript and one exhibit, when recorded will you please send me a copy back to me and one to my Wyman.

Thanks,



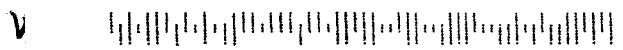
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