

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

PARKERS FERRY EAST, LLC

PLAINTIFF,

v.

Tracii Blade, et.al

DEFENDANT

SOUTH CAROLINA SUPREME COURT

MOTION FOR APPEAL

RECEIVED

OCT 20 2014

S.C. Supreme Court

COMES NOW, the Defendant, TRACII BLADE, pro se, this , his, APPEAL to the South Carolina Supreme Court, in reference to Case No. 2013-CP-10-6606, of which was heard by the Master- In -Equity and filed on September 18, 2014. The Defendant, TRACII BLADE comes now before this Honorable Court to appeal a Judgment and ruling by the master which is dated September 18, 2014. The Judgment was for a foreclosure of real property, hereto attached as exhibit A. Wherefore a hearing and subsequent ruling in favor of the Plaintiff, Parkers Ferry East, was rendered. It is the Defendant's position that the master erred in allowing Plaintiff to move forward with its foreclosure action before the Defendant's compulsory counter claim was heard. As well, the defendant was denied a jury trial, a trial by jury as afforded under the 7th Amendment, Federal, and pursuant to Rule 38(9), of the SCRPC. Ref. Johnson v S.C. Nat'l Bank, 292, S.C. 51,54,854, S.E. 2d 895,896, (1987). Ref. Plantation Bank v Peggy B. Gray-appellate, case No. 2010-173826-S.C. Of which read in part, "based on the foregoing, we reverse the masters order to the extent it allows the foreclosure action to proceed prior to Gray's legal counter claim and remand for proceedings consistent with this opinion." Few, C.J. and Pieper, J. concur. As well, and in accordance with Rule 53, note to 2002 amendment. The 2002 Amendment permits referral of foreclosure cases to the Master-in Equity by order of the Clerk of Court. However, if there are counter claims requiring a jury trial, any party may file a demand for a jury trial under Rule 38 and the case will be returned to the circuit court, effective September 1 2002. The Defendant in this case, did in fact, demanded a jury trial, a trial by jury, hereto attached as Exhibit B. The Defendant, TRACII BLADE, pro se, at this time, request that this Honorable Court, reverse the masters decision, and remand this case back to the circuit court for a proper jury trial on this matter, and on the merits of the case.

Furthermore, the hearing on this matter was akin to a military tribunal, in that the Defendant was never told of his legal rights and responsibilities. And, that the morning of the hearing, the Defendant was then told that this was, in fact, a trial of this case, even though the case was never on the docket. As well, the Defendant was never afforded any opportunity for Discovery, Admit or deny, or Interrogatories.

The long standing legal standard that we are all equal under the law did not apply to this case, on this day. Plaintiff's council was given all legal considerations, pro se was not.

WHEREFORE PREMISIS CONSIDERED, The Defendant, Tracii Blade, files this, his, Motion for Appeal, to the South Carolina Supreme Court. The Defendant, TRACII BLADE, pro se, prays unto this Honorable Court for any and all other general or special relief to which he may ever be entitled. Respectfully submitted this 14th Day of October, 2014.

Plaintiff

Paul W. Bradley

6 Carriage Lane Suite A

Charleston, SC 29407

Defendant

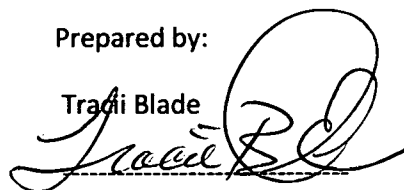
Tracii Blade

112 Wanda Dr.

Summerville, SC 29414

Prepared by:

Tracii Blade

A handwritten signature in cursive script, appearing to read 'Tracii Blade', written over a horizontal dashed line. The signature is stylized and includes a large loop at the end.

October 14, 2014

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

PARKERS FERRY EAST, LLC

PLAINTIFF,

v.

Tracii Blade, et.al

DEFENDANT

SOUTH CAROLINA SUPREME COURT

SERVICE

RECEIVED

OCT 20 2014

S.C. Supreme Court

WHEREFORE PREMISIS CONSIDERED, SERVICE was given this 14th day of October, 2014 to the parties named below.

Plaintiff

Paul W. Bradley

6 Carriage Lane Suite A

Charleston, SC 29407

Defendant

Tracii Blade

112 Wanda Dr.

Summerville, SC.

29485

SOUTH CAROLINA SUPREME COURT

P.O. Box 11330

Columbia, SC 29211

Exhibit A

COPY

PARKER'S FERRY EAST, LLC

TRACII BLADE

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: Paul W. Bradley, Esquire

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. See Page 2 for additional information.
- 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 :

A 7/c sale to be held.

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)
Parker's Ferry East, LLC	Tracii Blade	\$87,935.45
		\$
		\$

If applicable, describe the property, including tax map information and address, referenced in the order:
 ALL that certain lot, piece or parcel of land, situate, lying and being in St. Paul's Parish, Charleston County, South Carolina, known as Lot 17, more or less, Edisto Estates II, as shown on a plat entitled "FINAL PLAT SHOWING THE SUBDIVISION ON AN 88.84 ACRE TRACT INTO LOTS 5 THRU 22 EDISTO ESTATES II LOCATED IN ST. PAUL'S PARISH, CHARLESTON COUNTY, SOUTH CAROLINA" prepared by Lindsey Land Surveying, Co. dated April 16, 2003 and recorded in the RMC Office for Charleston County in Book EG, Page 342. Said lot having such size, shape, dimensions, buttings and boundings as are more fully shown on said plat.

SUBJECT to restrictions and easements filed of record.

PROPERTY ADDRESS: Parker's Ferry Road, Adams Run, SC

TMS #: 108-00-00-036 - known as LOTS 17 & 18.

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

) IN THE COURT OF COMMON PLEAS
) 9TH JUDICIAL CIRCUIT
) CASE NO. 2013-CP-10-6606

FILED

PARKER'S FERRY EAST, LLC,
PLAINTIFF,

vs.

TRACII BLADE,
DEFENDANT.

MASTER'S DECREE AND JUDGMENT
OF FORECLOSURE OF REAL
PROPERTY

FILED
SEP 18 AM 9:22
REGISTRAR
COURT

Pursuant to Rule 53 of the South Carolina Rules of Civil Procedure (hereinafter "SCRCP"), the above-entitled matter was referred to the undersigned Master in Equity 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 Master in Equity shall be directly 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 November 7, 2013.
2. The Summons and Complaint was filed on November 7, 2013.
3. Service was made upon the Defendant named in this Report as is shown by the certificate of service filed herein.
4. The Defendant, Tracii Blade, filed an Answer and Counterclaim on December 20, 2013 and the Plaintiff filed a Reply to Counterclaim on January 6, 2014.
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 Soldiers' and Sailors' Civil Relief Act of 1940, and any amendments thereto.
6. The Defendant was notified of the time, date and place of hearing in this matter.
7. For value received, Tracii Blade made, executed and delivered a note, dated January

26, 2009, promising thereby to pay to the order of Parkers Ferry East, LLC the sum of \$ 80,000.00, with interest at the rate of 6% per annum. Other terms and conditions are stated in the note, which is of record herein.

8. ~~To better secure the payment of the note described above, the said Tracii Blade made, executed and delivered to Parkers Ferry East, LLC an Assumption of Mortgage Agreement in writing, dated March 6, 2009 covering real property in Charleston County, which is the same as that described in the Complaint. The Assumption of Mortgage Agreement was recorded on March 27, 2009, and is of record in the Office of the R.M.C. for Charleston County in Book 0044 at Page 005.~~

9. This mortgage constitutes a first lien on the subject property and is a purchase money mortgage.
10. By virtue of said Assumption of Mortgage the Plaintiff in this action is the owner and holder of the note and mortgage.
11. The title holder of record of the subject property as of the filing of the Lis Pendens in this action was Parkers Ferry East, LLC who is the original mortgagors.
12. 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.
13. Having considered the language of the Promissory Note, wherein it states ... "If this note be placed in the hands of an attorney for collection after the same shall for any reason become due, or if collected by legal proceedings or through the probate or bankrupt costs, or under foreclosure proceedings under the note, then all cost of collection, including the further and additional sum of ten (10%), on the full amount due hereon, shall be added hereto as attorney's fees secured and collectible as the principal hereof...", I find that the sum of 10% is a reasonable sum for services performed and anticipated to be performed under the terms of the note.
14. 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:
 - (a) Principal due as of August 1, 2014 is \$70,633.00
 - (b) Interest from February 1, 2013 through August 1, 2014, at 6% per annum

\$6,710.14

(c) Property taxes 2012 \$1,301.67

(d) Property taxes 2013 \$1,296.51

(e) 10% Penalty (paragraph 13, supra) 10% of \$7,994.15

Total Debt secured by note and mortgage, including interest to date shown is
\$87,935.45

*Interest for the period from the date shown in (b) above through the date of this judgment, at above stated rate, to be added to the above stated "Total Debt" to comprise the amount of the Judgment debt entered herein, and interest after the date of Judgment at the rate of 9.5% per annum, pursuant to the terms of the note and mortgage on the judgment debt should be added to such judgment debt to comprise the amount of the Plaintiff's debt secured by the mortgage through the date to which such interest is computed.


15. The Plaintiff is seeking foreclosure of its mortgage and has, in the Complaint or subsequently thereto in writing, expressly demands personal or deficiency Judgment pursuant to Rule 71(b), SCRCP.

CONCLUSIONS OF LAW: I, therefore, conclude as follows:

1. The Plaintiff should have judgment of foreclosure of its mortgage; and the mortgaged property should be ordered sold at public auction after due advertisement.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED:

1. That there is due to the Plaintiff on its note and mortgage the sum of \$87,935.45, representing the Total Debt due to the Plaintiff as set out in Paragraph 14, supra, together with interest thereon at the rate provided in the note to the date hereof.
2. That the amount due in the preceding paragraph (the "Total Debt" as set forth in Paragraph 14, supra, 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 9.5% per annum.

3. That the Defendant is liable for the aforesaid mortgage debt shall, prior to the date and time of the sale of the subject 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.
4. That on default of payment prior to the date and time of the sale, the mortgaged premises, hereinafter described, shall be sold by the undersigned Master in Equity at public auction, at the Charleston County Courthouse, in the City of Charleston, County and State aforesaid, on some convenient sales day hereafter, on the following terms, that is to say:
 - A. FOR CASH: The undersigned Master in Equity 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 9.5% per annum.~~ 
 - C. The sale shall be subject to taxes and assessments, existing easements and easements and restrictions of record.
 - D. The sale shall also be subject to the Right of Redemption by the Defendant, United States of America, pursuant to Sec. 2410(c), Title 28, United States Code, for a period of 120 days from the date of sale of subject property.
 - E. Purchaser to pay for the deed and the cost of recording the deed.
5. That 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 Master in Equity only the amount of the costs and expenses, crediting the balance of the bid on the Plaintiff's indebtedness.
6. That a personal or deficiency Judgment being demanded, the bidding will remain open after the date of sale, but compliance with the bid may be made immediately.
7. That the undersigned Master in Equity 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 premises 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 Master in Equity may re-advertise the premises 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.

8. That the undersigned Master in Equity 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 Plaintiff's Attorney, of the amount of the Plaintiff's debt and interest 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), SCRPC.

9. That it is further ORDERED ADJUDGED AND DECREED that, in the event the successful bidder is other than the Defendant(s) in possession herein, the Sheriff of Charleston County is hereby directed to eject and remove from the premises the occupant(s) of the property sold, together with any and all personal property located thereon, and to put the successful bidder, or his assigns, in full, quiet and peaceable possession.

10. 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.




11. 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 Grantor, and that the Register of Mesne Conveyance is hereby authorized to omit from the indices pertaining to such conveyance the names of all parties not contained in said deed.
12. That the undersigned Master in Equity shall retain Jurisdiction to do all necessary acts incident to this foreclosure, including, but not limited to, the issuance of a Writ of Assistance, disposing of any surplus funds pursuant to Rule 71(c), SCRPC.
13. That after the Order Confirming Sale and Disbursements has been issued and filed, the undersigned Master in Equity shall direct the Register of Mesne Conveyance to release of record the mortgage liens being foreclosed, which mortgage liens are described in Paragraphs 8 and 15 of the Findings of Fact hereinabove.
14. That the following is a description of the premises herein ordered to be sold:

ALL that certain lot, piece or parcel of land, situate, lying and being in St. Paul's Parish, Charleston County, South Carolina, known as Lot 17, more or less, Edisto Estates II, as shown on a plat entitled "FINAL PLAT SHOWING THE SUBDIVISION ON AN 88.84 ACRE TRACT INTO LOTS 5 THRU 22 EDISTO ESTATES II LOCATED IN ST. PAUL'S PARISH, CHARLESTON COUNTY, SOUTH CAROLINA" prepared by Lindsey Land Surveying, Co. dated April 16, 2003 and recorded in the RMC Office for Charleston County in Book EG, Page 342. Said lot having such size, shape, dimensions, buttings and boundings as are more fully shown on said plat.

SUBJECT to restrictions and easements filed of record.

PROPERTY ADDRESS: Parker's Ferry Road, Adams Run, SC

TMS #: 108-00-00-036 – known as LOTS 17 & 18 

AND IT IS SO ORDERED.


Page 6 of 7



Exhibit B

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

PARKERS FERRY EAST, LLC

PLAINTIFF,

v.

TRACII BLADE, et.al.

DEFENDANT

IN THE COURT OF COMMON PLEAS

9TH JUDICIAL CIRCUIT

CASE NO. 2013-CP-10-6606

ANSWER TO COMPLAINT AND
SUMMONS

COMES NOW, the **DEFENDANT, TRACII BLADE**, Pro Se, and submits this his, DEFENDANT'S ANSWER TO COMPLAINT, of the PLAINTIFF, PARKERS FERRY EAST, LLC, in the above styled and numbered cause, and would show unto this COURT, pursuant to Rule 7(a) of the South Carolina Rules of Civil Procedure, (SCRCP), the following, to wit:

FIRST AFFIRMATIVE DEFENSE

That the Plaintiff, Parkers Ferry East, LLC, comes before this court with unclean hands, in violation of the South Carolina Clean Hands Doctrine, ref. Matrix Financial Services Corp. v. Frazier et.al. Defendant moves for summary judgment on this matter.

SECOND AFFIRMATIVE DEFENCE

That the Plaintiff named on the COMPLAINT, is not the Plaintiff at all, and that the Defendant, Tracii Blade, would argue that the entity named on the COMPLAINT is a stranger in the case. As well, and in light of these facts, the Defendant, Tracii Blade, prays unto this Honorable Court for a deficiency waiver on this matter.

THIRD AFFIRMATIVE DEFENCE

That the Plaintiff, Parkers Ferry East, LLC, alleges something in the body of its complaint that is inconsistent with the exhibits hereto. As well, the Plaintiff has failed to properly identify himself/herself pursuant to Rule 10(a)(1) of the South Carolina Rules of Civil Procedure, (SCRCP).

FOURTH AFFIRMATIVE DEFENCE

That the Plaintiff, Parkers ferry East, LLC, fails to state a cause of action for unlawful detainer, ref. [Smith v. Municipal Court (1988) 202 CA 3d 685,688] and [Green v. Municipal Court (1975) 51 CA 3d 446,451,452].

FIFTH AFFIRMATIVE DEFENCE

That the Plaintiff, Parkers Ferry East, LLC, is a "debt collector" and has not conformed to Title VIII Debt Collection Practices (Fair Debt Collections Act) 803, definitions [15 USC 16920]. As well, the Defendant, Tracii Blade, would argue that the Plaintiff, Parkers ferry LLC, failed to provide the "notice to cure" letter, ref. Judy v. MSMC Venture, LLC case no. 2D11-1869 (Fla. 2d DCA Nov. 28,2012), of which, in fact, provide grounds for an outright dismissal of the case.

SIXTH AFFIRMATIVE DEFENCE

That the Plaintiff, Parkers ferry East, LLC, has not demonstrated standing upon inception of its case, ref. McLean v. J.P. Morgan Bank, NA. 79 So 3d 170 (Fla. 4th DCA 2012), which makes it clear that the remedy when a foreclosure plaintiff cannot prove standing at inception of its

lawsuit is the outright dismissal of the case. Furthermore, the obligor on the note has the right to know the identity of the entity that is "entitled to enforce" the mortgage note under Article 3, see NRS 104.3301 (o) otherwise the [owner] may pay funds to a stranger in the case. A maker in the argot of Article 3 must pay the obligation represented by the note to the "person entitled to enforce" it. UCC 3-41-2. Whereby, the Plaintiff, Parkers ferry, LLC. Is not the holder in due course, thereby, the Plaintiff has no standing to bring suit. In light of these facts, the Defendant, Tracii Blade, prays unto this Honorable Court to move in his favor with an outright dismissal of the case.

SEVENTH DEFENSE

That the Plaintiff, Parkers Ferry LLC, fails to state a claim for which relief may be granted, pursuant to Rule 12(b)(6) of the SCRPC. Accordingly, the Plaintiff's COMPLAINT should be denied and dismissed with prejudice, whereby the Defendant prays unto this Honorable Court for summary judgment pursuant to Rule 56(b), thereafter awarding the Defendant, Tracii Blade, all costs, expenses, and attorney's fees incurred in defense of said claims and/or complaint.

EIGHTH DEFENSE

NOW ANSWERING THE COMPLAINT, paragraph by paragraph, the Defendant, Tracii Blade, would state as follows, to wit:

1. The Defendant, Tracii Blade, denies the allegation set out in Paragraph Number 1 of the COMPLAINT.
2. The Defendant, Tracii Blade, admits the allegation set out in Paragraph Number 2 of the COMPLAINT.
3. The Defendant, Tracii Blade, admits the allegation set out in Paragraph Number 3 of the COMPLAINT.
4. The Defendant, Tracii Blade, admits the allegation set out in Paragraph Number 4 of the COMPLAINT.
5. The Defendant, Tracii Blade, admits the allegation set out in Paragraph Number 5 of the COMPLAINT.
6. The Defendant, Tracii Blade, admits the allegation set out in Paragraph Number 6 of the COMPLAINT.

7. The Defendant, Tracii Blade, admits the allegation set out in Paragraph Number 7 of the COMPLAINT.
8. The Defendant, Tracii Blade, admits the allegation set out in Paragraph Number 8 of the COMPLAINT.
9. The Defendant, Tracii Blade, admits the allegation set out in Paragraph Number 9 of the COMPLAINT.
10. The Defendant, Tracii Blade, admits the allegation set out in Paragraph Number 10 of the COMPLAINT.
11. The Defendant, Tracii Blade, denies the allegation set out in Paragraph Number 11 of the COMPLAINT.
12. The Defendant, Tracii Blade, admits the allegation set out in Paragraph Number 12 of the COMPLAINT.
13. The Defendant, Tracii Blade, admits the allegation set out in Paragraph Number 13 of the COMPLAINT.
14. The Defendant, Tracii Blade, denies the allegation set out in Paragraph Number 14 of the COMPLAINT.
15. The Defendant, Tracii Blade, denies the allegation set out in Paragraph Number 15 of the COMPLAINT.
16. The Defendant, Tracii Blade, denies the allegation set out in Paragraph Number 16 of the COMPLAINT.
17. The Defendant, Tracii Blade, admits the allegation set out in Paragraph Number 17 of the COMPLAINT.
18. The Defendant, Tracii Blade, denies the allegation set out in Paragraph Number 18 of the COMPLAINT.
19. The Defendant, Tracii Blade, denies the allegation set out in Paragraph Number 19 of the COMPLAINT.

WHEREFORE PREMISES CONSIDERED, the Defendant, Tracii Blade, files this his responsive pleading to the COMPLAINT filed against him by the Plaintiff, Parkers Ferry East, LLC, and prays that upon a hearing hereon this Honorable Court will deny all relief sought by the Plaintiff, Parkers Ferry East, LLC, in its COMPLAINT and will grant all relief sought by the Defendant, Tracii Blade. And having made Tracii Blade a Defendant in this cause of action, the Defendant prays unto this Honorable Court to set aside this COMPLAINT until such time that a hearing may, or may not be heard, to establish standing, or lack thereof, in this case.

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

PARKER'S FERRY EAST, LLC,

PLAINTIFF,

v.

TRACII BLADE, et.al

DEFENDANT

IN THE COURT OF COMMON PLEAS

9TH CIRCUIT

CASE NO. 2013-CP-10-6606

ANSWER TO COMPLAINT AND

SUMMONS

ANSWER TO COMPLAINT AND COMPULSORY COUNTERCLAIM

COMES NOW, Tracii Blade, Pro Se, made a defendant, in the above styled and numbered cause, by the Plaintiff, Parkers Ferry East, LLC. Pursuant to Rule 13(a)(i), of the SCRCPC, submits this his, COMPULSORY COUNTER CLAIM, and will show unto the Court the following, to wit:

That the Plaintiff, Parkers Ferry East, LLC. did, in fact, willfully, with intention and forethought, and on an on-going basis, engage in, but not limited to; breach of contract, emotional distress, wrongful foreclosure, misapplied payments, and breach of fiduciary duty. With specificity on said claims: 1. Breach of Contract – the Plaintiff refused monthly payments from Defendant. 2. Emotional Distress – the Plaintiff has caused undue emotional distress unto the Defendant by filing a wrongful foreclosure. 3. Wrongful Foreclosure – the supposed Plaintiff did not have standing at inception of its case, ref. DEUCHE BANK NATIONAL TRUST COMPANY V. JAMES L. GILBERT. 4. Misapplied Payments – the Plaintiff has not cashed any of the Defendants mortgage checks since Feb. 2013. 5. Breach of Fiduciary Duty – the Plaintiff occupied a position of trust, and the Plaintiff breached that trust by refusing payments from the Defendant month after month.

Actual and punitive damages, along with legal fees, totaling \$140,000.00.

Hereby, the Defendant, Tracii Blade, Pro Se, demands a jury trial, a trial by jury, pursuant to Rule 38(a) of the SCRPC. And pursuant via the 7th Amendment – Federal. ref. Johnson v. SC Nat'l Bank, 292 S.C. 51,54,354,S.E.2d 895, 896, (1987).

WHEREFOR PREMISES CONSIDERED, the Defendant, Tracii Blade, Pro Se, files this his, responsive pleading to the COMPLAINT filed against him by the Plaintiff, and prays that upon a hearing hereon, this Honorable Court will grant all relief sought by the Defendant, Tracii Blade, in his COMPULSORY COUNTER CLAIM, and further prays for any and all other general or special relief to which he may ever be entitled.

RESPECTFULLY SUBMITTED, this 17th day of December, 2013.

Respectfully submitted,

Tracii Blade

Tracii Blade

112 Wanda Dr.


Summerville, SC 29485

Prepared by:

Tracii Blade


FROM:

Traci Blade
112 Wanda Dr.
Summerville, SC
29485

 U.S. POSTAGE
PAID
SUMMERVILLE, SC
29485
OCT 16, 14
AMOUNT
\$5.75
00054374-08

~~* Daniel E. Whinnery~~
TO: Clerk of Court
S.OUTH Carolina Supreme Court
P.O. Box 11330
Columbia, SC 29211

 UNITED STATES
POSTAL SERVICE®
USPS TRACKING #
2013
48

 **PRIORITY®**