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APPEAL FROM LANCASTER COUNTY
Court of Common Pleas

Philip E. Wright, Special Referee

RECEIVED

JUL 24 2015

SC Court of Appeals

Case No. 2013-002373

H & R Block Bank, FSB,

Respondent

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 Servicing, Inc. s/b/m to Option One Mortgage Corporation, Defendants,

Appellant


Of Whom Ziraili M. Elbey is the Appellant.

NOTICE OF DEFAULT AND MOTION FOR DEFAULT JUDGMENT

Chad Burgess, Brock & Scott, PLLC
3800 Fernandina Rd., Ste. 110
Columbia, South Carolina 29210
803-454-3340

Trent M. Grissom, McGuireWoods LLP
201 North Tryon Street, Suite 3000
Columbia South Carolina, 28202
803-454-3340

Ziraili M Elbey, *Appellant*
9789 Charlotte Highway
Ft. Mill, South Carolina, 29707
(803) 233-2665

By: 
Ziraili M Elbey, 'In Propria Persona'
July 22, 2015

Appellant, pursuant to South Carolina Rules of Civil Procedure 55(b)(2), hereby moves and applies to the Court for the issuance of an Order of Default Judgment against H & R Block Bank, FSB, the Respondent in this action. Support of the within Motion and Affidavit for Relief states as set-forth therein.

Property Description below:

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, Map5, prepared by Yarborough Williams & Houle, Inc. dated January 18, 2005, and recorded January 28, 2005, as plat doc #2005 at pg 0047 in the office of the clerk or court for Lancaster County, South Carolina.

Also, being shown as lot 261 of Clairemont on a plat of ZIRAILI ELBEY prepared by Huck and Associates, PC dated March 3, 2006, and recorded in plat doc 2006 at pg 198. This being the identical property conveyed to ZIRAILI M ELBEY by deed from the Ryland Group, Inc. dated March 29, 2006 and recorded April 7, 2006 in Book 329 at Page 170.

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

STATEMENT OF ISSUES ON APPEAL

- 1 DID THE LOWER COURT ERR IN GRANTING, NOT CHALLENGING, PLAINTIFF'S, H & R BLOCK BANK, FSB, JURISDICTION and STANDING TO FILE A LAWSUIT ACTION IN THE STATE OF SOUTH CAROLINA?
- 2 BECAUSE DEFENDANT WAS DENIED DUE PROCESS TO RAISE AFFIRMATIVES DEFENSES TO INCLUDE RULE 12(b)(6) and FED RULE 17(a) WAS PRESERVED ON RECORD.

STATEMENT OF THE CASE

On January 14, 2011 H & R Block Bank, FSB, Respondent brought an initial complaint action of foreclosure of real estate mortgage against Appellant a natural born indigenous woman on the land, and member of the Family of Nations. H & R. Block Bank, FSB in November 2012 assigned mortgage to Nationstar Mortgage LLC. Respondent's complaint was a *false representation of a matter of fact—whether by words or by conduct, by false¹ or misleading allegations, or by concealment of what should have been disclosed—that deceives and is intended to deceive another so that the individual will act upon it to cause Appellant legal injury.* The original lender OPTION ONE MORTGAGE CORPORATION securitized Appellant's note. The note was bifurcated from the mortgage, however, *Carpenter v. Longan, 83 U.S. 271, 21 L.Ed. 313 (1872)*, supports the notion that H & R Block Bank, FSB must clearly **own the Note and the Mortgage** to foreclose on Appellant's property. Respondent failed to show that it owned the Mortgage at the time the Complaint was filed in January 2011. Respondent, again failed to validate ownership of mortgage at Appellant's bankruptcy 341 hearing. Appellant answered the final judgment sale order for foreclosure on August 22, 2012 with several motion to void judgment whereas, none of the motions were ever heard to this date.

August 24, 2012, Appellant filed for Chapter 13, later converted to a Chapter 7 in US Bankruptcy Court in in the District of South Carolina seeking validation of an alleged debt. Respondent, H & R. Block Bank, FBS nor its counsel appeared as creditors at the

¹ Fraud must be proved by showing that the defendant's actions involved five separate elements: (1) a false statement of a material fact, (2) knowledge on the part of the defendant that the statement is untrue, (3) intent on the part of the defendant to deceive the alleged victim, (4) justifiable reliance by the alleged victim on the statement, and (5) injury to the alleged victim as a result.

Bankruptcy 341 meetings thus to validate a debt owed by Appellant. Appellant never signed a contract with Respondent, H & R Block Bank, FSB. On December 3, 2012, Chapter 7 closed as "No Asset" case.

On August 01, 2013 H & R Block Bank, FSB through Block & Scott Law Firm filed a Motion and Order to Restore Court of Common Pleas case #2011-CP-29-00035, pursuant to the Chief Justices' Administrative Order issued June 5, 1992 for a Family Court, not for use in a Court of Common Pleas. An example of a sham pleading (R. pg. 215-216, line 25,1-18) stated by Lancaster Phillip E. Wright, Special Referee. On October 24, 2013, in lower court ordered final judgment for foreclosure sale. On October 29, 2013, Appellant served the Notice of Appeal to the Court of Common Pleas and the Respondent, H & R Block Bank, FSB.

STATEMENT OF FACTS

1. March 29, 2006, Option One Mortgage Corporation, original lender, now bankrupted, deeded the above mentioned property description to Appellant. This property has been paid-in-full multiple times. (R. p. 263, line 11-13), (R. p. 288-311), (R. pgs. 330-341) paid through TARP government program to banks, also unknown to Appellant was that her Note was securitized and that banks earn 3% off the top of repeated global trading of Appellant's Note which is not less than a billion dollars.
2. January 14, 2011, Respondent through counsel, Brock & Scott, PLLC filed a fraudulent Complaint against Appellant.
 - a) False statement of material fact – Respondent is a business entity duly authorized to conduct business in the State of South Carolina (R. p. 31, line. # 1), (R. p. 240), S.C. Code Ann. Sec 33-15-102 (a) (1990)
 - b) Knowledge on the part of Brock & Scott PLLC that the above statement is untrue – SCRCP Rule 11(b)(1), (2), (3),(4), (5), and (6).
 - c) Intent on the part of the Respondent's legal counsel to deceive Appellant – Initial Complaint,(R. pg.26-37), Robo Assignment, (R. pgs. 283-287), Foreclosure Judgment, Eviction Order, Appellate Brief, Appellate Final Brief, and additional appearance of counsel from another law firm
 - d) Justifiable reliance by Counsel for Respondent on alleged statement – Initial Complaint, Summon & Notices, Fraudulent electronic copyrighted, patented,

trademark copies of a mortgage and note previously paid-in-full
e) Injury to Appellant as a result – Special Referee’s Report & Judgment of Foreclosure & Sale, Eviction Order, Emotional Damage, Violation of Oath of Office, Denied Right of Reasonable Defense Arguments, Defense Evidence (Records), Denied Right to Truth in Evidence, Slavery (Forced Compliance to contracts not held), Denied Provisions in the Constitution, Treason (combined above actions), Conspiracy, Extortion, Mail Threats, Fraud, Falsification of Documents, Perjury, Grand Theft (18 USC 2112) each [to determine multiply no. of counts by damage], plus (Sustained damages {Total} \$x 3) see Exhibit “A”

3. November 12, 2013, Appellant filed initial Appellate Compliant – November 12, 2013
4. January 31, 2014, Appellant initial Brief filed in compliance to SCACP Rule 208 –
5. March 4, 2014, Respondent failed to comply with SCACP Rule 208(b)(1)(A)-(E) on or before March 4, 2014.

(2) Brief of Respondent. Within thirty (30) days after service of appellant's brief, respondent shall serve one copy of his brief on all parties to the appeal and file with the clerk of the appellate court one copy of the brief with proof of service.

(4) Failure to File. Upon the failure of the appellant to file and serve his brief within the time prescribed, the clerk of the appellate court shall sign an order dismissing the appeal, and the appeal shall not be reinstated except as provided by Rule 260. Upon the failure of respondent to timely file a brief, the appellate court may take such action as it deems proper.

(E) Conclusion. A short conclusion stating the precise relief requested.

(2) Brief of Respondent. The brief of respondent shall conform to the requirements of Rule 208(b)(1)(A)-(E), except that a statement of the issues or of the case need not be made unless the respondent is dissatisfied with the statement of the issues or of the case by appellant. If a respondent does not

include his own statement of the case, he shall be bound by the matters stated or alleged in appellant's statement of the case. If a respondent does include his own statement of the case, he shall be bound by the matters stated or alleged in his statement of the case. Respondent's brief may also contain argument asking the court to affirm for any ground appearing on the record as provided by Rule 220(c).

6. Clerk of Court - by March 4, 2014 never entered Notice of Default on Respondent's Counsel Brock & Scott, PLLC for failure to comply with SCACP Rule 208(b)(1)(A)-(E), see SCRCP 55(a) a) ENTERING A DEFAULT. When a party against whom a judgment for affirmative relief is sought has failed to plead or otherwise defend, and that failure is shown by affidavit or otherwise, the clerk must enter the party's default.
7. March 28, 2014 – Brock & Scott, PLLC, counsel for Respondent filed a Motion to Dismiss Appeal, however, motion was later denied by court order July 2014.
8. September 05, 2014 – Clerk of Court – sent a letter to Brock & Scott, PLLC, for Respondent advising (requesting) counsel to answer with an Initial Brief. See Exhibit "B"
9. October 08, 2014 – Brock & Scott, PLLC, counsel for Respondent failed to sign Final Brief under SCRCP Rule 11(a)(1) –

Rule 11(a) provides, in part, as follows:

The **signature** of an attorney or party [on a pleading, motion, or other paper] constitutes a certificate by him that he has read the pleading, motion or other paper; that to the best of his knowledge, information and belief there is good

ground to support it; and that it is not interposed for **delay**. If a pleading, motion or other paper is not signed or does not comply with this **Rule**, it shall be stricken.

10. October 16, 2014 – Appellant’s Reply Brief – See Exhibit “C”

11. January 24, 2015 – Writ of Mandamus –See Exhibit “D”

12. June 10, 2015 – Clerk of Court Letter of deficiency to Respondent’s Counsel –

13. July 08, 2015 – Clerk of Court Letter of deficiency or deficiencies to Respondent’s Counsel –

14. July 10, 2015 – Respondent’s amended appendix to the record on appeal failed to sign pleading –

Rule 11(a) provides, in part, as follows:

The **signature** of an attorney or party [on a pleading, motion, or other paper] constitutes a certificate by him that he has read the pleading, motion or other paper; that to the best of his knowledge, information and belief there is good ground to support it; and that it is not interposed for **delay**. If a pleading, motion or other paper is not signed or does not comply with this **Rule**, it shall be stricken.

15. Appellant, Ziraili M Elbey is a natural indigenous woman on the land, a Free White Person as identified on the government SF 181 Form filed in this Appellate Court in South Carolina. Appellant is not a Negro, black, African-American or colored as defined in the South Carolina Negro Act of 1740, nor the Three (3) Dead Badges of Law, nor 14th Amendment, and not 15th Amendment. see Writ of Mandamus, Exhibit “D”.

DISCUSSION

1. The Appellant has established all of the facts necessary to recover on its cause for relief. See all Records on Appeal including amended Records on Appeal, Initial Complaint, Initial Brief, Final Brief, Exhibits "A", "B", "C", "D". This case is nothing less than an illegal, fraudulent denied right of reasonable defense arguments, denied right to truth in evidence, slavery (Forced Compliance to Contracts, not held), denied provisions in the constitution, treason, conspiracy, extortion, mail, threats, fraud, falsification of documents, perjury, subornation of perjury, grand theft, racketeering, wrongful foreclosure and eviction of Appellant's deeded property through Respondent's manipulation using mortgages derivatives, copyrighted, patented, trademark mortgage and note documents to trade reaping large profits over, and over again while foreclosing and evicting the Appellant with full intent to violate the law under Title 18, USC 3571. See Exhibit "A"
2. The allegations set forth in Respondent's Initial Complaint in January 14, 2011, Appellate Initial Brief and Final Brief failed as a matter of law to constitute a cognizable claim or defense to Respondent's action for foreclosure. Appellant has never signed contract with H & R Block Bank, FSB, however, H & R Block Bank, FSB, filed a foreclosure complaint January 14, 2011 and did not have judicial standing, a false representation of a matter of fact. (R. p. 240) Brock & Scott, PLLC, Respondent's counsel with full intent and malice foreclosure and

eviction of Appellant by any illegal means necessary with regard to the right of reasonable defense arguments or right to truth in evidence or slavery (forced compliance to contracts, not held). Appellant does not have a contract with H & R. Block Bank, FSB. Move for Default Judgment S.C. Ann. Code SECTION 15-35-920

3. The life of the H & R Block Bank, FSB, in August 2013 restored lawsuit filing of sham pleading by Brock and Scott, PLLC and behavior that lead to the need to resolve this matter through a Motion for Default Judgment. (R. pg. 215, line 25,), (R.pg. 216, line 1-18). Appellant has never signed contract with Nationstar Mortgage LLC, however, Nationstar Mortgage LLC, filed the foreclosure and eviction paperwork through Lancaster Court of Common Pleas, through Brock & Scott, PLLC, Respondent's counsel with full intent and malice foreclosure and eviction of Appellant by any illegal means necessary with regard to the right of reasonable defense arguments or right to truth in evidence or slavery (forced compliance to contracts, not held). Appellant does not have a contract with Nationstar Mortgage LLC. Move for Default Judgment S.C. Ann. Code SECTION 15-35-920

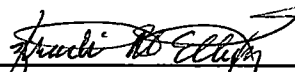
CONCLUSION

By submitting copies of the initial complaint, amended Record on Appeal, Initial Brief, Final Brief along with Chet Adams Co. v. James F. Pederson Co., 413 SE 2d 827 – SC Supreme Court 1992; (R. pgs. 315-322), Bank One, N.A. v. Harshavardhan Dave and Pratima Dave, jointly case no. 03-047448-

CZ, State of Michigan, Circuit Court for County of Oakland; (R. pg. 323-336)
and Affidavit of

Relief, the Appellant has met its burden by proving that Respondent is not the
real party in interest nor owner of mortgage, and that Appellant is entitled to
its requested relief, reverse of foreclosure order and eviction order.

WHEREFORE, the Appellant request that the Court issue an Order of
Judgment by Default, against H & R Block Bank, FSB and further its assigns² in favor of
Movant/Appellant.

By: 
Ziraili M Elbey 'In Propria Personal
9789 Charlotte Highway, #400-191
Ft. Mill, South Carolina 29707
(803)233-2665

Ft. Mill, South Carolina

July 22, 2015

² Nationstar Mortgage LLC, 350 Highland Drive, Lewisville, TX 75067, and SLS, 8742 Lucent Blvd, Suite 300,
Highlands Ranch, CO 80129-2386

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. 2013-002373

H & R Block Bank, FSB,

Respondent

v.

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JUL 24 2015
SC Court of Appeals

Ziraili M Elbey, a/k/a/ Ziraili Mohassan El Bey, WKFC Living Appellant
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
Servicing, Inc. s/b/m to Option One Mortgage Corporation,
Defendants,

Of Whom Ziraili M. Elbey is the Appellant.

PROOF OF SERVICE

I certify that Brock & Scott, PLLC, Counsel of Record, and Attn: Chad Burgess,
3800 Fernandina Rd., Ste 110, Columbia, South Carolina, 29210, Trent M. Grissom,
McGuireWoods LLP, 201 North Tryon Street, Ste 3000, Charlotte, North Carolina, 28202
received a copy of the **NOTICE OF DEFAULT AND MOTION FOR DEFAULT
JUDGMENT** by depositing a copy of it in the U.S. Mail, postage prepaid, addressed to
above counsel listed and this Appellate Court.

July 22, 2015

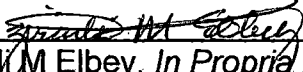
By:


Ziraili M. Elbey, *In Propria Persona*
9789 Charlotte Highway, #400-191
Ft. Mill, South Carolina, 29707
(803) 233-2665

Certificate of Appellant

The undersigned hereby certifies that the **NOTICE OF DEFAULT AND MOTION FOR DEFAULT JUDGMENT** contain no matter which is irrelevant to this appeal.

July 22, 2015

By: 
Zirail M Elbey, *In Proprio Persona*
9789 Charlotte Highway, #400-191
Ft. Mill, South Carolina, 29707
(803) 233-2665

RECEIVED

JUL 24 2015

SC Court of Appeals

LEVITICUS 25:10

And ye shall hallow the fiftieth year, and proclaim liberty throughout all the land unto **all** the inhabitants thereof: it shall be a jubilee unto you; and ye shall return every man unto his possession, and ye shall return every man unto his family.

AFFIRM AFFIDAVIT FOR RELIEF

STATE OF SOUTH CAROLINA
COUNTY OF LANCASTER

IN THE SOUTH CAROLINA COURT OF APPEAL
CASE NO.: 2013-002373

H & R Block Bank, FSB,

Respondent

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 Servicing, Inc. s/b/m to Option One Mortgage Corporation, Defendants,

Appellant

Of Whom Ziraili M. Elbey is the Appellant.

AFFIRM AFFIDAVIT FOR RELIEF

COME NOW, Ziraili Mohassan, Appellant a natural indigenous woman on the land and member of the Family of Nations as the undersigned Affiant, hereinafter "Affiant," does hereby solemnly swear (or affirm), declare, and state as follows:

1. Affiant is competent to state the matters set forth for relief herewith.
2. Affiant is not an attorney.
3. Affiant is not a corporation.
4. Affiant has personal, firsthand knowledge of the facts stated herein.
5. All the facts stated herein are true, correct and complete in accordance with Affiant's best firsthand knowledge and understanding, and if called upon to testify as a witness Affiant shall so state.
6. Affiant is verbally and emotionally abused in a written Transcript of Testimony by Brock and Scott PLLC law firm's deliberate attempt or strategy to prejudice the Court of Common Pleas using racist identify remarks and to damage Appellant's character in pleadings.
7. Affiant is denied the right of reasonable defense arguments.
8. Affiant has no contract with H & R Block Bank, FSB.
9. Affiant has no contract with Nationstar Mortgage LLC.
10. Affiant denied defense evidence (original Records).
11. Affiant denied right to truth in evidence.
12. Affiant held in slavery (Forced Compliance to contracts not held)
13. Affiant denied provisions in the Constitution.
14. Affiant is a victim of conspiracy.
15. Affiant is a victim of treason.
16. Affiant is a victim of extortion.
17. Affiant is a victim of mail threats.

AFFIRM AFFIDAVIT FOR RELIEF

18. Affiant is a victim of fraud.
19. Affiant is a victim of falsification of documents.
20. Affiant of grand theft (18 USC 2112) each to determine multiply no. of counts by damage
21. Affiant is a victim of racketeering (Criminal/Civil)
22. Affiant is a victim of sustained damages.

See **Exhibit "A"**

Claims for Relief:

<u>Ledgering</u>		
\$240,000.00	=	Loan Amount
720,000.00	=	Compensatory damages (property value x 3)
40,000.00	=	Sweat equity (8 years maintenance and care @ 5,000 per year)
40,000.00	=	Per Falsification of Documents
250,000.00	=	Denied Right of Reasonable Defense Arguments
250,000.00	=	Denied Defense Evidence (Records)
250,000.00	=	Denied Right to Truth in Evidence
250,000.00	=	Slavery (Forced Compliance to contract not held)
250,000.00	=	Denied Provisions in the Constitution
250,000.00	=	Treason (combined about actions).
10,000.00	=	Conspiracy
5,000.00	=	Extortion
5,000.00	=	Mail Threats
10,000.00	=	Fraud
2,000.00	=	Perjury
250,000.00	=	Grand Theft (18 USC 2112) each to determine multiply no. of counts by damage.
25,000.00	=	Racketeering (Criminal/Civil)
?	=	Sustained Damages [Total] x 3 e.g. Emotional damages
?	=	Constitutional violations count 1: = \$9,250,000.00 damages
100.00	=	Compliant Filing Fee
175.00	=	Motions to include Motion for Default Judgment
150.00	=	Transcript for Appellate
1,500.00	=	Forensic Audit
2,489.00	=	Storage Fee
2,798.00	=	Administrative Cost e.g. postage, print copies, paper, envelopes, computer ink, special cover products, binding cost, postal service fees, etc.
10,370.00	=	Lodging room
1,735.00	=	Lodging utilities

FURTHER THE AFFIANT SAYETH NOT.

SWORN AFFIAVIT JURAT

By: Ziraili M. Elbey
Ziraili M. Elbey, "All Rights Reserved"

STATE OF SOUTH CAROLINA
COUNTY OF LANCASTER

AFFIANT ACKNOWLEDGMENT

Before me, Raji George, the undersigned, a Notary Public in and
for the Count and State on 20th Day of July, 2015, personally
appeared Ziraili M. Elbey to be known to be identical person who executed the within and
foregoing instrument acknowledge to me that she executed the same as her free and voluntary
act. Given my hand and seal the day and year last above written.

NOTARY PUBLIC

Raji

SEAL

My Commission Expires: 04-10-2024



The AUTHORITY FOR FINES (DAMAGES) CAUSED BY CRIMES BY GOVERNMENT OFFICERS. These Damages were determined by GOVERNMENT itself for the violation listed.

Breach	Penalty	Authority
VIOLATION OF OATH OF OFFICE	\$250,000.00	18 USC 3571
DENIED PROPER WARRANT(S)	\$250,000.00	18 USC 3571
DENIED RIGHT OF REASONABLE DEFENSE ARGUMENTS	\$250,000.00	18 USC 3571
DEFENSE EVIDENCE (RECORDS) DENIED RIGHT TO TRUTH	\$250,000.00	18 USC 3571
IN EVIDENCE	\$250,000.00	18 USC 3571
SLAVERY (Forced Compliance to contracts not held)	\$250,000.00	18 USC 3571
DENIED PROVISIONS IN THE CONSTITUTION.	\$250,000.00	18 USC 3571
TREASON (combined above actions).	\$250,000.00	18 USC 3571
GENOCIDE	\$1,000,000.00	18 USC 1091
MISPRISION OF FELONY	\$500.00	18 USC 4
CONSPIRACY	\$10,000.00	18 USC 241
EXTORTION	\$5,000.00	18 USC 872
MAIL THREATS	\$5,000.00	18 USC 876
FRAUD	\$10,000.00	18 USC 1001
FALSIFICATION OF DOCUMENTS	\$10,000.00	18 USC 1001
PERJURY.	\$2,000.00	18 USC 1621
SUBORNATION OF PERJURY	\$2,000.00	18 USC 1622
GRAND THEFT (18 USC 2112) each	\$250,000.00	
To determine multiply no. of counts by damage		18 USC 3571
RACKETEERING (Criminal)	\$25,000.00	18 USC 1963
RACKETEERING (Civil)		
Wages Taken \$x3 =	5?	18 USC 1964
(Sustained Damages [total] x 3)		

Thirty-seven (37) Constitutional violations from Count 1: = \$9,250,000.00 Damages

Dealing with claims of "immunity."

Any claim of "immunity" is a fraud because, if valid, it would prevent removal from office for crimes against the people, which removal is authorized or even mandated under U.S. Constitution Article 2, Section IV; as well as 18 USC 241, 24242 USC 1983, 1985, 1986, and other state Constitutions.

Precedents of Law established by COURT cases, which are in violation of law, render violations of law legally unassailable. Such a situation violates several specifically stated intents and purposes of the Constitution set forth in the Preamble; to establish justice, insure domestic tranquility, and secure the-blessings of liberty. For JUDGES, or anyone in any branch of government.

FILED
 OFFICE OF CLERK
 OF COURT
 LANCASTER, SC
 2012 SEP 25 PM 12:03
 CLERK OF COURT
 LANCASTER, SC

EVIDENCE & EXHIBIT **"A"**



The South Carolina Court of Appeals

JENNY ABBOTT KITCHINGS
CLERK

V. CLAIRE ALLEN
DEPUTY CLERK

POST OFFICE BOX 11629
COLUMBIA, SOUTH CAROLINA 29211
1015 SUMTER STREET
COLUMBIA, SOUTH CAROLINA 29201
TELEPHONE: (803) 734-1890
FAX: (803) 734-1839
www.sccourts.org

September 05, 2014

Mr. Chad Wilson Burgess, Esquire
Brock & Scott, PLLC
3800 Fernandina Road, Suite 110
Columbia SC 29210

Re: H & R Block v. Ziraili M. Elbey
Appellate Case No. 2013-002373

Dear Counsel:

Our records indicate that the amended designation of matter for the appellant's initial brief was received July 28, 2014. Please be advised the respondent's initial brief and designation of matter is due to be served and filed September 8, 2014.

Very truly yours,

Handwritten signature of Jenny Abbott Kitchings in cursive script.
CLERK

cc: Ziraili M. Elbey

EVIDENCE & EXHIBIT **"B"**

5
APPELLANT'S REPLY BRIEF
THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM LANCASTER COUNTY
Court of Common Pleas

Philip E. Wright, Special Referee

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Appellant

Of Whom Ziraili M. Elbey is the Appellant.

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OCT 16 2013

SC Court of Appeals

APPELLANT'S REPLY BRIEF

Come now Appellant, Ziraili M Elbey, and a natural born woman on the land, not an attorney, hereby filed 23rd January 2014 an initial brief according to SCACR 208. On and for the record, Appellant received on Saturday, October 11, 2014 Respondent's initial brief in violation of SCACR 208(b)(1)(A)-(E).

SCACR 208(b)(2) states, "If a respondent does not include his own statement of the case, he shall be bound by the matters stated or alleged in appellant's statement of the case. If a respondent does include his own statement of the case, he shall be bound by the matters stated or alleged in his statement of the case". Respondent agrees with Appellant's initial brief.

EVIDENCE & EXHIBIT

"C"

1 of 1

APPELLANT'S REPLY BRIEF
THE STATE OF SOUTH CAROLINA
In the Court of Appeals

However, 1) Appellant responds in a timely matter to Respondent's initial brief according to SCACR 208(a)(3). 2) Appellant is awaiting this court's answer to a motion titled **Mandatory Judicial Notice of Adjudicative Fact Motion**, dated 24th September 2014, and 3) Appellant is awaiting a reply letter from the Clerk of Court addressing a letter sent from this court dated 5th September 2014 advising Respondent to submit its initial brief by 8th October, 2014. (See Exhibit "A")

October 14th, 2014

By: Ziraili M. Elbey

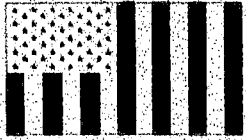
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Cc: File
Brock & Scott, PLLC

EVIDENCE & EXHIBIT

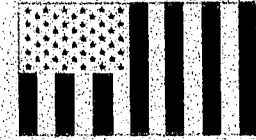
"C"

1 of 2



12 U.S. Code section 95a 2

STANDING IN MY PROMETHEUS STATUS



12 U.S. Code section 95a 2

STANDING IN MY PROMETHEUS STATUS

STANDING IN MY PROMETHEUS STATUS

AB EX – PANSIONEM DEI

(FROM THE THRONE OF GOD)

Writ of Mandamus

Alan Wilson, DBA the Attorney General. You are hereby commanded to stand behind your oath of office and honor the Proclamation of Amnesty by Abraham Lincoln December 8, 1863. You are hereby commanded to order the release of Ziraili M Elbey -Standing in Prometheus Status from escrow under South Carolina Lancaster County Court of Common Pleas case(s) # 2011-CP-2900035, henceforth. Furthermore you are hereby commanded to order all political offense accounts, records etc. to be expunge **immediately!**
 "So let it be said!" "So let it be written!" "So let it be done!"

EVIDENCE & EXHIBIT

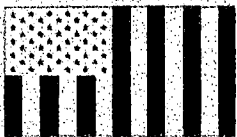
"D"

Commanded this the 24th of January, 2015.

By: _____

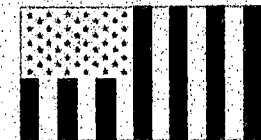
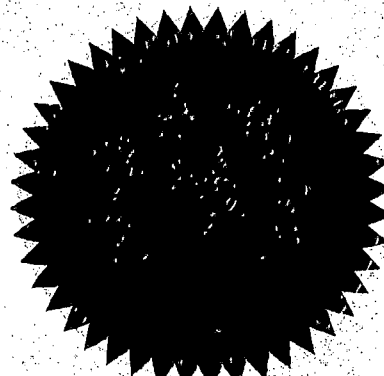
Ziraili M Elbey

Yahweh Eloheem Exodus Ch.7 V.1
STANDING IN MY PROMETHEUS STATUS



STANDING IN MY PROMETHEUS STATUS

12 U.S. Code section 95a 2



STANDING IN MY PROMETHEUS STATUS

12 U.S. Code section 95a 2

Ziraili M Elbey

9789 Charlotte Highway, #400-191, Ft. Mill, SC 29707

July 22, 2015

RECEIVED

JUL 24 2015

SC Court of Appeals

Jenny Abbott Ketchings, Clerk of Court
The SC Court of Appeals
1015 Sumter Street
Columbia, South Carolina 29201

RE: H & R Block, FSB v. Ziraili M Elbey

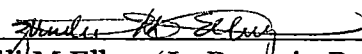
Appellate Case 2013-002373 -
Notice of Default and Motion for Default Judgment

Dear Ms. Kitchings:

Enclosed please find an original copy of Appellant's Notice of Default and Motion for Default Judgment, original copy, along with (1) unbound copy and (1) bound copy, plus twenty-five dollars for motion filing. You will find a stamped envelope and return the conformed copies to the attention in the self-addressed pre-paid envelope provided for your convenience. Please feel free to contact this writer should you have any questions.

Thank you for your assistance in this matter.

Very truly yours,

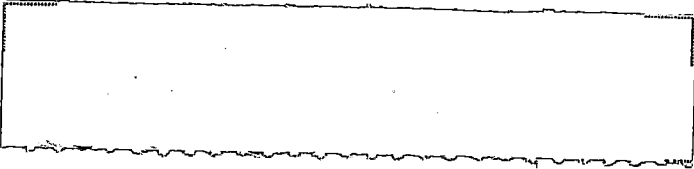
By: 
Ziraili M Elbey, 'In Propria Persona'
9789 Charlotte Highway, #400-191
Ft. Mill, South Carolina, 29707
(803) 233-2665

Enclosure

Cc: File

Brock & Scott, PLLC
McGuireWoods Law Firm

9789 Charlotte Hwy
400-191
Ft. Mill, SC 29707



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