

ORIGINAL

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM LANCASTER COUNTY
Court of Common Pleas

Philip E. Wright, Special Referee

Appellate Case No. 2013-002373

RECEIVED

JUL 15 2015

SC Court of Appeals

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

Of whom Ziraili M. Elbey a/k/a Ziraili Mohassan El Bey is the Appellant.

AMENDED APPENDIX TO THE RECORD ON APPEAL

Trent M. Grissom, Esq. (SC # 77718)
McGuireWoods LLP
201 North Tryon Street, Suite 3000
Charlotte, NC 28202
(704) 343 2162

Chad W. Burgess, Esq. (SC Bar # 72520)
Brock and Scott, PLLC
3800 Fernandina Road, Suite 110
Columbia, SC 29210
(803) 454 3540
Attorneys for Respondent
H&R Block Bank, FSB

Ziraili Ms. Elbey
9789 Charlotte Highway, #400 -191
Fort Mill, SC 29707
Appellant

AMENDED APPENDIX TO RECORD ON APPEAL

Respondent H&R Block Bank, FSB, includes the following in the Amended Appendix to the Record on Appeal:

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STATE OF SOUTH CAROLINA
COUNTY OF LANCASTER

H&R Block Bank,

Plaintiff,

vs.

Ziraili M. Elbey a/k/a Ziraili Mohassan El Bey,
WKFC Living Trust Under Trust Agreement Dated
June 4, 2010 by and through its Trustee Wellesley
K. Clayton and American Home Mortgage
Servicing, Inc. s/b/m to Option One Mortgage
Corporation,

Defendant(s).

IN THE COURT OF COMMON PLEAS

C/A NO.: _____

COMPLAINT

(Non-Jury)

FORECLOSURE
OF REAL ESTATE
MORTGAGE

(Deficiency Judgment Demanded as to Defendant
Ziraili M. Elbey (a/k/a Ziraili Mohassan El Bey))

FILED
OFFICE OF CLERK
2006 MAR 14 AM 10:41
COUNTY OF LANCASTER
SOUTH CAROLINA

The Plaintiff above named, complaining of the Defendant(s) herein alleges that:

1. Plaintiff, H&R Block Bank, is a business entity duly authorized to conduct business in the State of South Carolina.
2. Upon information and belief, the Defendant Ziraili M. Elbey a/k/a Ziraili Mohassan El Bey is a resident and citizen of the County of Lancaster, State of South Carolina; Defendant WKFC Living Trust Under Trust Agreement Dated June 4, 2010 by and through its Trustee Wellesley K. Clayton is a trust organized under the laws of the State of South Carolina which owns real property in the State of South Carolina; and, Defendant American Home Mortgage Servicing, Inc. s/b/m to Option One Mortgage Corporation is a business entity and is duly authorized to conduct business in the State of South Carolina.
3. The real property hereinafter described, that is the subject of this action, is situated and located in the County of Lancaster, State of South Carolina, and this Court has proper jurisdiction over the subject matter and the parties of this action.
4. Heretofore, on March 29, 2006, Ziraili M. Elbey (a/k/a Ziraili Mohassan El Bey) (hereinafter "Borrower(s)") made, executed, and delivered to Option One Mortgage Corporation (hereinafter "Lender") a certain Fixed Rate Note in writing (hereinafter "Note"), wherein and whereby Ziraili

B&S No.: 10-19401

M. Elbey (a/k/a Ziraili Mohassan El Bey) promised to pay to Option One Mortgage Corporation, the principal sum of \$197,186.00, together with interest at the rate of 7.999% per annum on the unpaid balance; said principal and interest being payable in monthly installments thereafter until the said Note is fully paid.

5. In order to secure the payment of said Note, the said Ziraili M. Elbey (a/k/a Ziraili Mohassan El Bey) (hereinafter "Mortgagor(s)"), did on the same date, to wit, March 29, 2006, make, execute, and deliver to Option One Mortgage Corporation, its successors and assigns, a certain mortgage (hereinafter "Mortgage") securing the below described real property, including any and all improvements to the property, located in the County and State aforesaid (hereinafter "Property"):

All that certain piece, parcel or lot of land located in Lancaster County, South Carolina, and being designated as Lot 261 on that certain Plat of Clairemont, Phase 2, Map 5, prepared by Yarbrough, Williams & Houle, Inc. dated January 18, 2005, and recorded January 28, 2005, as Plat Doc #2005 at Page 0047 in the Office of the Clerk of Court for Lancaster County, South Carolina.

Also being shown as Lot 261 of Clairemont on a Plat of Ziraili Elbey prepared by Hucks and Associates, PC, dated March 3, 2006, and recorded in Plat Doc 2006 at Page 198.

This being the identical property conveyed to Ziraili M. Elbey by deed from The Ryland Group, Inc. dated March 29, 2006 and recorded April 7, 2006 in Book 329 at Page 170. Subsequently, said property was conveyed to KMJ Trust, dated December 15, 2006 (Trustees: Ziraili Mohassan El Bey and Mark Antonio Findletter Clayton) by Deed of Ziraili M. Elbey dated January 19, 2007 and recorded January 29, 2007 in Book 378 at Page 7. Thereafter, the property was conveyed to WKFC Living Trust Under the Provisions of a Trust Agreement Dated June 4, 2010 (Trustee: Wellesley K. Clayton) by deed of Ziraili Mohassan El Bey and Mark Antonio Findletter Clayton as Trustees of The KMJ Trust, dated December 15, 2006 dated June 11, 2010 and recorded June 22, 2010 in Book 569 at Page 85.

Parcel Number: 0006M-0A-261.00

Property Address: 13132 Wilburn Park Lane, Fort Mill, SC 29715

6. Said Mortgage was dated March 29, 2006 and recorded on April 7, 2006 in Book 1486 at Page 1, in the Lancaster County Registry.
7. Thereafter the Mortgage and the Note were assigned to the Plaintiff herein by assignment, recorded on August 5, 2010 in Book 2265 at Page 129.

8. The Mortgage evidences and secures the repayment of money advanced by the Lender to, or on behalf of, the Mortgagor(s) and constitutes a valid purchase money, first lien on the Property.
9. As required by an Administrative Order issued by the South Carolina Supreme Court dated May 22, 2009, the Plaintiff states that this loan is owned or guaranteed by Fannie Mae, or it is owned or guaranteed by FHLMC, or the Servicer has signed an agreement to participate in the Home Affordable Modification Program ("HMP"); however, Plaintiff alleges upon information and belief, that the loan does not qualify for a modification under the above foreclosure prevention program because the loan investor has declined to allow a HMP modification.
10. Any notice required by the terms of the Mortgage or by State or Federal law has been given to the applicable defendant(s) prior to the commencement of this action.
11. In and by the terms of said Note and the Mortgage securing the same, it is provided, among other things, that on failure to pay any installment of either principal or interest or any portion thereof when due, or if any of the conditions and requirements for the Mortgage securing the same not be complied with, then the whole principal sum and accrued interest shall at the option of the legal holder thereof become at once due and payable without notice, and collectible by foreclosure.
12. In and by the terms of the said Note it is further provided that the maker thereof shall pay all collection costs including reasonable attorneys fees if the said Note be placed in the hands of an attorney for collection after default.
13. The Plaintiff demands a personal or deficiency judgment, and the Plaintiff has the right to seek a deficiency judgment against the maker(s) of its Note, Ziraili M. Elbey (a/k/a Ziraili Mohassan El Bey). That in the event that the net amount realized by the Plaintiff upon the sale of the subject property is insufficient to pay in full the total indebtedness of the Plaintiff, including costs of collection, the Plaintiff demands a personal judgment against said Defendant(s) in the amount of such deficiency.
14. The installments of principal and interest falling due from and after February 1, 2010, have not been paid although demand for the payment thereof has been made. The Plaintiff, as holder of

the said Note and Mortgage, has and does hereby elect to declare the entire balance of said principal and interest due and payable at once; that there is now due and owing and unpaid upon the said Note and Mortgage the full and just principal sum of \$189,911.32, together with interest at the rate of 7.999% per annum, the current/modified rate of interest, from the date of the last payment, together with reasonable attorneys fees for the collection thereof and the costs of this action. Plaintiff may be forced to pay sums for taxes, insurance and costs for securing the property, which sums, according to the terms of the Mortgage, should be added to the amount of the debt.

15. Upon information and belief, said information having been obtained from the records of Lancaster County, South Carolina, the Defendant(s) below named has/have or may claim to have some interest in or lien upon the Property by virtue of the matters and things herein below alleged, to-wit:

A. The Defendant, American Home Mortgage Servicing, Inc. s/b/m to Option One Mortgage Corporation, has or may claim to have some interest in the Property by virtue of mortgage given by Ziraili M. Elbey to Option One Mortgage Corporation in the original principal amount of \$49,296.00, which mortgage was recorded in the Lancaster County Registry on April 7, 2006 in Mortgage Book 1486 at Page 9. Upon information and belief, American Home Mortgage Servicing, Inc. is the successor in interest to Option One Mortgage Corporation. Said mortgage is junior and subordinate to the Plaintiff's mortgage and should be removed from title to the Property upon the completion of a properly held foreclosure sale of the Property.

WHEREFORE, Plaintiff prays judgment that:

1. The amount due upon the said Note and Mortgage held by the Plaintiff be ascertained and determined under the direction of this Court, together with attorney's fees and costs of this action.
2. Appoint a Receiver to collect the rents, issue, profits or designated sums from the mortgagor(s), and/or the grantee(s) of the mortgagor(s), and/or tenant(s) occupying or exercising control over the mortgaged premises and hold the same subject to the further order

of this Court.

3. Plaintiff's Mortgage be declared a valid purchase money, first lien and that Plaintiff have judgment of foreclosure for the amount so found to be due and owing thereon, together with any taxes or insurance premiums which may be due or which may be or have been paid by Plaintiff, together with attorney's fees and for the costs of this action.
4. The Property be sold according to law and the practice of this Court, the equity of redemption be barred and that the proceeds of sale be applied as follows:

First, to the costs and expenses of the within action and said sale;

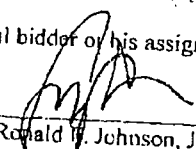
Second, to the payment and discharge of the amount due on Plaintiff's Note and Mortgage, together with attorney's fees as aforesaid; and

Third, the surplus, if any, be distributed according to law;

Fourth, that the Plaintiff be awarded a deficiency judgment against the Defendant(s), Ziraili M. Elbey (a/k/a Ziraili Mohassan El Bey), in the event that the proceeds of the sale of the Property are insufficient to pay in full the indebtedness, including costs of collection.

5. For such other and further relief as may be just and proper.

FURTHER, in the event the successful bidder (at the time of this foreclosure sale) is other than the Defendant(s) in possession herein, the Sheriff of Lancaster County will be ordered and directed to eject and remove from the premises the occupants of the property sold, together with all personal property located therein, and put the successful bidder or his assigns in full, quiet and peaceable possession of said Property without delay, and to keep the successful bidder or his assigns in such peaceable possession.


Ronald W. Johnson, Jr, SC Bar #16931
Mark A. Pearson, SC Bar #15926
Brian L. Campbell, SC Bar #74521
Suzanne E. Brown, SC Bar #76440
Jason L. Branham, SC Bar #72902
Adam J. Russo, SC Bar #78676
Brock & Scott, PLLC
3800 Fernandina Road, Suite 110
Columbia, SC 29210
Phone 888-726-9953 Fax 866-676-7658
Attorneys for Plaintiff

Dated: 1 / 13 / 11
Wilmington, North Carolina

NOTICE REQUIRED BY THE FAIR DEBT
COLLECTION PRACTICES ACT
15 U.S.C. Section 1606, As Amended

- The amount of the debt as of February 1, 2010, is the principal sum of \$189,911.32, with interest from the date that the last payment was made, advances, late charges, and the costs and disbursements of this action, including attorney's fees.
- The plaintiff named in the attached Summons and Complaint is the creditor to whom the debt is owed.
- The debt is described in the Complaint attached hereto and will be assumed to be valid by the creditor's law firm, unless the debtor, within thirty days after the receipt of this notice, disputes the validity of the debt or some portion thereof.
- If the debtor notifies the creditor's law firm within thirty days of the receipt of this notice that the debt or any portion thereof is disputed, the creditor's law firm will obtain a verification of the debt and a copy of the verification will be mailed to the debtor by the creditor's law firm.
- If the creditor named as plaintiff in the attached Summons and Complaint is not the original creditor, and if the debtor makes a request to the creditor's law firm within thirty days from the receipt of this notice, the name and address of the original creditor will be mailed to the debtor by the creditor's law firm.
- Requests may be made in writing addressed to Brock & Scott, PLLC, 3800 Fernandina Road, Suite 110, Columbia, SC 29210; by telephone at (803) 454-3540; by fax to (803) 454-341; or by email to SCFCLTeam@brockandscott.com.
- This notice should not be construed as a thirty (30) day grace period. Creditor may pursue collection efforts immediately and not wait thirty (30) days.

***** THIS IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION
OBTAINED WILL BE USED FOR THAT PURPOSE. IF YOU HAVE BEEN
DISCHARGED IN A CHAPTER SEVEN BANKRUPTCY, WE ARE NOT SEEKING
PERSONAL LIABILITY AGAINST YOU, BUT ARE PURSUING THE RIGHTS
AGAINST THE PROPERTY AS PROVIDED IN THE SECURITY AGREEMENTS*****

B&S No.: 10-19401

NOTICE REGARDING MILITARY SERVICE

If you are currently or have within the last nine (9) months been in the military service AND joined after signing the mortgage (aka Deed of Trust or Security Deed) that is now in foreclosure, please notify this office immediately.

You may be entitled to some protections under the Servicemembers Civil Relief Act. When contacting this office as to your military service, you must provide us with positive proof as to your military status.

If you do not provide this information, we will presume that you are not entitled to protection under the above-mentioned Act.

AFFIDAVIT OF SERVICE

State of South Carolina

County of Lancaster

Common Pleas Court

Case Number: 2011-CP-29-0036

2011 JAN 18 AM 10:34

CLERK OF COURT
LANCASTER CO

Plaintiff:

H & R Block Bank

vs.

Defendant:

Zirail M Elbey et al

For:

Servco

1311 Westbrook Plaza Drive

Suite J

Winston-Salem, NC 27103

Received by Fewell & Associates, Inc. to be served on Zirail M Elbey, 13132 Wilburn Park Lane, Fort Mill, SC 29715.

I, Lanny Pennington, being duly sworn, depose and say that on the 15th day of January, 2011 at 9:43 am, I:

SUBSTITUTE served by delivering a true copy of the Lis Pendens, Complaint and Summons, to: Smari Elbey as Sister at the address of: 13132 Wilburn Park Lane, Fort Mill, SC 29715, the within named person's usual place of Abode, who resides therein, who is fourteen(14) years of age or older.

I am over the age of 18 and have no interest in the above action. To the best of my knowledge and belief, said person was not engaged in the U.S. Military at the time of service.

Subscribed and Sworn to before me on the 17th day of January, 2011 by the affiant who is personally known to me.

NOTARY PUBLIC

Commission Expires 2-2-2017

Lanny Pennington
Process Server

Fewell & Associates, Inc.

223 E Main Street

Suite 106

Rock Hill, SC 29730

(803) 327-7378

Our Job Serial Number: FAA-2011000207

Ref: 10-19401

STATE OF SOUTH CAROLINA)
COUNTY OF LANCASSTER)

COURT OF COMMON PLEAS

H&R Block Bank, FSB,)
Plaintiff,)

CASE NO. 2011-CP-29-36
ANSWER OF DEFENDANT
ELBEY, COUNTERCLAIM INCLUDED
JURY TRIAL DEMANDED

Ziraili M. Elbey aka Ziraili Mohassan)
El Bey, WKFC Living Trust Under)
Trust Agreement Dated June 4, 2010, by)
and through its Trustee, Wellesley K.)
Clayton and American Home Mortgage)
Servicing, Inc. sbm to Option One)
Mortgage Corporation, Defendants.)

Comes now, Defendant Ziraili M. Elbey, aka Ziraili Mohassan El Bey, through her undersigned attorney to Answer the allegations of the Complaint against him.

Any item that Defendant does not fully admit to is denied and strict proof is demanded thereof.

I. ANSWERS TO THE ALLEGATIONS OF THE COMPLAINT

1. Defendant (referring to Defendant Elbey only) admits No. 1 of Complaint.
2. Defendant admits No. 2 of Complaint.
3. Defendant admits No. 3 of Complaint.
4. Defendant admits No. 4 of Complaint.
5. Defendant admits No. 5 of Complaint.
6. Defendant admits No. 6 of Complaint.
7. Defendant admits No. 7 of Complaint except to the fact that Defendant denies the validity of said Mortgage was will be more fully explained in her affirmative defense.
8. Defendant denies No. 8 of Complaint and demands strict proof thereof.
9. Defendant denies No. 9 of Complaint. Investor cannot simply decline a HMP modification in contradiction to the *Administrative Order* of 2009.
10. Defendant is without sufficient information and belief to admit or deny No. 10 of Complaint.
11. Defendant is without sufficient information and belief to admit or deny No. 11 of Complaint.
12. Defendant is without sufficient information and belief to admit or deny No. 12 of Complaint.
13. No. 13 of the Complaint is a demand for relief and Defendant, while denying Plaintiff's right to this remedy, does not feel obligated to respond to same.
14. Defendant denies No. 14 of Complaint and demands strict proof thereof.
15. Defendant is without sufficient information and belief to admit or deny No. 15 of Complaint.

II. AFFIRMATIVE DEFENSE ONE -FAILURE TO JOIN NECESSARY PARTY

- 16. Defendant repeats Nos. 1-15 of the Answer as if rewritten verbatim right here.
- 17. No. 9 of Plaintiff's Complaint states that there is an investor. This investor has not been identified elsewhere in this Complaint.
- 18. Failure to join the investor as a party could lead Defendant to suffer double liability if this investor is not joined to this case.

III. AFFIRMATIVE DEFENSE TWO- INVALID ASSIGNMENT- LACK OF STANDING

- 19. Defendant repeats Nos. 1-18 of the Answer as if rewritten verbatim right here.
- 20. Plaintiff is relying on an Assignment of Mortgage in No. 7 of its Complaint to have standing to foreclose. However, this assignment of Mortgage is fatally flawed for the following reasons listed below.
- 21. The assignment of mortgage is dated for July 2, 2010 and meant to be effective for 2006. However, the assignment cannot be made to be effective for 2006.
- 22. On March 18, 2009, in Bankruptcy Case No. 07-11862 EWM in the Eastern District of Louisiana, Dale M. Sugimoto, President of Sands Canyon Corporation, stated under oath that Sand Canyon owns and services no mortgages. Therefore, the back-dated assignment of No. 7 of Complaint is invalid.
- 23. The assignment of Mortgage was signed by two alleged Vice-Presidents of Sand Canyon, Melissa Hively and Melanie Hanson. Upon information and belief, they were not employees of Sand Canyon on the date the assignment was signed further making this assignment invalid. Therefore, the Plaintiff lacks the standing to bring this action.

IV. AFFIRMATIVE DEFENSE THREE- LOAN PAID OFF BY SECURITIZATION

- 24. Defendant repeats Nos. 1-23 of the Answer as if rewritten verbatim right here.
- 25. Upon information and belief, the loan that is the subject of this action was securitized. As this loan was securitized, it was paid off at the time of securitization. As a result, Plaintiff has suffered no harm. As a result, Defendant owes Plaintiff nothing further and possibly owes Defendant for conversion.

V. COUNTERCLAIM AT LAW- JURY TRIAL DEMANDED- VIOLATION OF FDCPA

- 26. Defendant repeats Nos. 1-18 of the Answer as if rewritten verbatim right here.
- 27. Plaintiff is a debt collector under 15USC1692e, otherwise known as the Fair Debt Collection Practices Act "FDCPA". Plaintiff claims in its Complaint to be the holder of

the note and Mortgage. However, Plaintiff states No. 9 of its Complaint, that there is an unknown, unidentified investor.

28. As Plaintiff is claiming to be the real party in interest, when there is an investor, an investor that must approve any loan modification, Plaintiff has violated the FDCPA as they have made a false representation of the character and legal status of the debt (the actual creditor) that is the subject of this action as called for in (2) of §807, 15USC1692e of the FDCPA.

29. The FDCPA calls for an award of \$1,000 for this violation along with attorney's fees.

WHEREFORE, Defendant Elbey moves before this Court for the following relief:

- A. That the Plaintiff's Complaint be dismissed with prejudice;
- B. That this Court take a full review of Plaintiff's compliance with the *Administrative Order* of 2009;
- C. That Plaintiff should be forced to identify the investor that it refers to in No. 9 of Complaint;
- D. That after identifying this investor, this party be joined to this case and;
- E. Award Judgment to the Defendant Elbey for \$1,000 plus attorney's fees for her Counterclaim in this matter;
- F. Award Judgment to Defendant Elbey for any conversion owed to her;
- G. Any other relief that this Court deem prudent, just and proper.


William H. Sloan
Sloan Law Firm, PA
Post Office Box 85
Summerville, SC 29484
(843) 873-7531
Attorney for Defendant Elbey

STATE OF SOUTH CAROLINA
COUNTY OF LANCASTER

COURT OF COMMON PLEAS

H&R Block Bank, FSB,
Plaintiff,

CASE NO. 2011-CP-29-36

Ziraili M. Elbey aka Ziraili Mohassan
El Bey, WKFC Living Trust Under
Trust Agreement Dated June 4, 2010, by
and through its Trustee, Wellesley K.
Clayton and American Home Mortgage
Servicing, Inc. sbm to Option One
Mortgage Corporation, Defendants.

CERTIFICATE OF MAILING

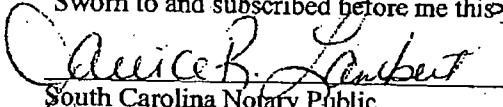
On March 24 2011, I certify that I mailed the following documents in this case: first class, pre-paid postage.

1. Answer and Counterclaim for Defendants Elbey
2. Requests for Admission, Production and Interrogatories

Ronald Johnson, Esq.
Brock and Scott Law Firm
3800 Fernandina Road, suite 110
Columbia, SC 29210


William H. Sloan
Sloan Law Firm
1055-F North Main St.
Summerville, SC 29483
843-873-7531
Attorney for Defendant

Sworn to and subscribed before me this 24 day of March, 2011.


South Carolina Notary Public
Commission expires 3-24-2020

SLOAN LAW FIRM
Post Office Box 85
SUMMERVILLE, SC 29484
843-873-7531 PH
843-873-7527 FAX
William H. Sloan, Jr.

March ²⁴, 2011

Lancaster County Clerk of Court
Post Office Box 1809
Lancaster, SC 29721

Re: H&R Block Bank vs. Ziraili M. Elbey et al.
Case No. 2011-CP-29-36

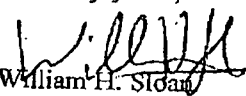
Dear Clerk of Court:

Enclosed please find the original and one copy of the following in this case:

1. My Notice of Appearance as attorney for Ms. Elbey
2. Defendant Elbey's Answer and Counterclaim
3. Certificate of Service.

Please file the originals and return the copy to me in the return envelope. If you have any questions, please advise. Thank you for your attention to this matter. With kind regards,
we are

Sincerely yours,


William H. Sloan
Sloan Law Firm

Cc: Ronald Johnson, Esq., Brock and Scott Law Firm
Enclosures as stated

10-19401

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

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H & R BLOCK BANK, FSB,

Plaintiff,

v.

Ziraili M Elbey© aka Ziraili Mohassan El Bey
aka Ziraili Mohassan El Bey©, WKFC Living
Trust Under Trust Agreement Dated June 4,
2010, by and through its Trustee, Wellesley K.
Clayton and American Home Mortgage
Servicing, Inc. sbm to Option One Mortgage
Corporation

Defendants.

Case No. 2011-CP-29-35

ORDER OF REFERENCE

Upon motion of the undersigned Defendant, not an attorney is requesting a jury trial; take special notation that the above request was made initially months ago, and it is further appearing, pursuant to the revised Rule 53 (b) South Carolina Rules of Civil Procedure, that this is a proper matter to refer to a presiding JUDGE for Lancaster County.

Now therefore, IT IS ORDERED that the above entitled cause be, and the same is hereby, referred to Lancaster County Clerk of Court for a Jury trial pursuant to Rule 38 on any or all issues triable of right by a jury and, upon the filing of a jury demand, the matter shall be returned to the circuit court. A case shall not be referred to a master or special referee for the purpose of making a report to the circuit court. The clerk shall promptly provide the master or special referee with a copy of the order of reference.

Jeff Hammond

Clerk of Court

Indian Land, South Carolina

Date: 2012 May, 2012

Jury Demand Filing, We so move:

"without prejudice" UCC1-308, UCC1-207

By: Ziraili M Elbey
Ziraili M Elbey, Alleged Defendant
In Propria Persona

STATE OF SOUTH CAROLINA
COUNTY OF LANCASTER

IN THE COURT OF COMMON PLEAS

H&R Block Bank, FSB,

PLAINTIFF,

VS.

CASE NO. 2011-CP-29-00035

ZIRAILI M. ELBEY A/K/A
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 CORP.

DEFENDANTS.

FORECLOSURE HEARING

LANCASTER, SOUTH CAROLINA

AUGUST 22, 2012

REPORTED BY: CATHY L. YOUNG, CVR

DALLAS REPORTING

SERVING THE CAROLINAS FOR OVER TWENTY-FIVE YEARS

ROCK HILL, SOUTH CAROLINA

803-328-9640/TOLL FREE 1-877-871-6363

APPEARANCES: For the Plaintiff -

Brook D. Dangerfield, Esquire
Brock & Scott, PLLC
3800 Fernandina Road
Suite 110
Columbia, South Carolina 29210

Special Referee -

Phillip E. Wright, Esquire
Phillip E. Wright, P.A.
408 East Main Street
Lancaster, South Carolina 29720

H&R Block Bank, FSB, vs. Elbey Hearing

1 The hearing was commenced at the hour of 11:04 a.m.
 2 on the 22nd day of August, 2012, at the Lancaster County
 3 Courthouse, 104 North Main Street, Courtroom B,
 4 Lancaster, South Carolina, in accordance with the South
 5 Carolina Rules of Civil Procedure.

6 * * * * *

7 THE COURT:

8 Okay. All right, we're ready.

9 MR. DANGERFIELD:

10 Your Honor, we are here, I'm Brook Dangerfield,
 11 representing the Plaintiff, H&R Block Federal
 12 Savings Bank, in this Case Number 2011-CP-29-00035.
 13 That's H&R Black versus Ziraili M. Elbey a/k/a
 14 Ziraili Mohassan Elbey, WKFC Living Trust under
 15 under Trust Agreement dated June 4, 2010, by and
 16 through its Trustee, Wellesley K. Clayton and
 17 American Home Mortgage Servicing, Inc., s/b/m to
 18 Option One Mortgage Corporation. Again, I'm Brook
 19 Dangerfield for H&R Block Federal Savings Bank, and
 20 this is a motion for summary judgment. The
 21 Defendant, Ms. --

22 THE COURT:

23 Why don't you bring -- why don't you just come up to
 24 the stand here, I can probably hear you a little
 25 better. I see you filed a motion for summary

1 judgment, and also there's a motion to amend the
2 caption?

3 MR. DANGERFIELD:

4 That is correct, Your Honor, as a preliminary
5 matter, we're asking that the caption be amended.
6 It was originally filed as H&R Block Bank. We'd
7 like to amend the caption to include FSB Federal
8 Savings Bank. We do have a check -- a motion order
9 information cover sheet, and a motion order amending
10 the caption for correcting the clerical mistake.

11 THE COURT:

12 All right. Do you have -- do you have an order
13 amending the caption with you?

14 MR. DANGERFIELD:

15 I do, Your Honor.

16 THE COURT:

17 If you'll hand it up, I'll execute that, and grant
18 that motion. All right, I've executed that order
19 changing the caption now. I was appointed to, as a
20 Referee, to hear this matter; and in the course of
21 my duties, I have been furnished with a number of
22 filings by the Defendant, Ziraili M. Elbey. Most of
23 those filings are -- well, in fact, all those
24 filings are not legally significant. They are --
25 they're documents in which the Defendant sets forth

1 various matters which are not relevant to the
 2 foreclosure. Defendant has filed various
 3 affidavits, and has, among other things, declared
 4 that the debt has been paid which is not pled as a
 5 defense. Most recently, I was served with a notice
 6 yesterday that she was -- had some sort of fiduciary
 7 relationship with the Secretary of the Treasury,
 8 which is, again, not relevant in the case. I
 9 received a notice that she would not be present
 10 today, but that she was not seeking a continuance.
 11 I did not take that as a request for a continuance,
 12 and I assume the Plaintiff is ready to proceed
 13 today, Mr. Dangerfield?

14 MR. DANGERFIELD:

15 Yes, sir, we are.

16 THE COURT:

17 All right. You have an affidavit of debt from your
 18 client?

19 MR. DANGERFIELD:

20 We do, Your Honor.

21 THE COURT:

22 Hand that over to me, please.

23 MR. DANGERFIELD:

24 One second if it please Your Honor.

25 THE COURT:

1 Take your time. I would note for the record, while
2 Mr. Dangerfield is looking for that, Ms. Elbey is
3 not present. It is ten minutes after 11:00, August
4 22nd, 2012. We're convening the hearing in
5 Courtroom B in Lancaster County Courthouse. I was
6 shown a notice of hearing and have arranged for a
7 court reporter to be present to take the minutes of
8 these proceedings in the event the Defendant had any
9 questions; so she is not present, and we are
10 proceeding in her absence to conclude the
11 foreclosure of this case based on the evidence that
12 is about to be presented.

13 MR. DANGERFIELD:

14 Your Honor, I'm presenting to you now with the
15 original affidavit of indebtedness for my client,
16 H&R Block.

17 THE COURT:

18 Counsel has handed to the Court the affidavit of
19 Gerald R. Miniweathers, which is the secretary for
20 the Plaintiff, an affidavit of debt related to the
21 subject property. It cites that the Defendant had
22 failed to pay on the mortgage on the installments
23 due March 1st, 2010, and following. Said mortgage
24 has been unpaid for about two and a half years. The
25 Plaintiff would like to accelerate the debt. It

1 appears in the affidavit that the principal balance
2 is \$189,911.32. There's to be added to that
3 interest of \$37,335.97, other miscellaneous charges
4 listed on the affidavit of \$858.09, with no credits
5 to the Defendant, for a total debt of \$228,105.38.
6 Is that correct, Mr. Dangerfield?

7 MR. DANGERFIELD:

8 Yes, sir.

9 THE COURT:

10 Are you seeking any deficiency in this case?

11 MR. DANGERFIELD:

12 Yes, sir, we are.

13 THE COURT:

14 All right, so this will be to sell, and you have a
15 proposed order for me?

16 MR. DANGERFIELD:

17 We do, Your Honor.

18 THE COURT:

19 And a notice of sale?

20 MR. DANGERFIELD:

21 Yes, sir.

22 THE COURT:

23 Will you hand those up for me, please?

24 MR. DANGERFIELD:

25 And if I may, Your Honor, I'd like to get a few

1 things on the record real quick?

2 THE COURT:

3 Certainly.

4 MR. DANGERFIELD:

5 Your Honor, the Defendant did answer eventually.

6 Originally, she, instead of answered, she filed some

7 things with the Supreme Court. They warned her

8 about these sham pleadings. She eventually got an

9 attorney, and the attorney got her out of default,

10 filed an answer with counter claims. The

11 counterclaims were frivolous at best. At this time,

12 we'd like those counter claims to be dismissed.

13 THE COURT:

14 Who was counsel for --

15 MR. DANGERFIELD:

16 That was William Sloan out of Summerville. He was

17 eventually fired by Ms. Elbey.

18 THE COURT:

19 Okay. Do we have any documentation in the file

20 relieving him, or --

21 MR. DANGERFIELD:

22 We do. They were filed with the County, Your Honor.

23 This occurred back in -- she -- she, technically,

24 fired him, and then he had to get himself relieved

25 as her counsel.

1 THE COURT:

2 Let's note for the record that Relief Order so we'll
3 have that.

4 MR. DANGERFIELD:

5 He sent in a letter, Your Honor, on March 9th, 2012,
6 with a motion and order to the Court relieving him
7 as counsel on March 9th, 2012.

8 THE COURT:

9 Was there ever any action on that motion?

10 MR. DANGERFIELD:

11 Yes, sir, I -- I saw it on -- we never received a
12 clocked copy, but I did see on the website for the
13 County that he was relieved as counsel. After that,
14 Your Honor, the Defendant, as we mentioned, filed a
15 number of statements that included what could amount
16 to a motion to dismiss, or motion for summary
17 judgment. And, again, at this time, we'd ask that
18 those be dismissed.

19 THE COURT:

20 Yes, I'm not going to grant those. We'll -- we'll
21 dismiss those. I would like to make -- if we -- if
22 you get from the -- if you could find, first off,
23 before you go, a copy of the order relieving
24 counsel.

25 MR. DANGERFIELD:

1 Definitely.

2 THE COURT:

3 That shows up on their filing system. I'd like to
4 have that in place.

5 MR. DANGERFIELD:

6 As well, Your Honor, we did serve the Defendant with
7 a notice of right to foreclosure intervention in
8 accordance with the administrative order of May
9 2011. She returned it without these beyond the
10 specified time period allowed. Out of an abundance
11 of courtesy, we mailed to her lost mitigation
12 documents, and they were returned in an -- what
13 would be described as an incomprehensible manner.
14 It -- they were not filled out, and what came with
15 them were oodles of information that had no bearing
16 on what our proceedings would become. As such, we
17 did file this motion for summary judgment, and are
18 seeking it to -- to be granted, because there is no
19 genuine issue as to any material fact.

20 THE COURT:

21 All right. So I assume that the mortgage company
22 was not able to act on her request for intervention?

23 MR. DANGERFIELD:

24 Well, Your Honor, once, you know, as I stated, she
25 -- she was not -- she was not entitled to it,

1 because she didn't send it back within the specified
2 period of time.

3 THE COURT:

4 I understand.

5 MR. DANGERFIELD:

6 We filed a certificate of compliance, but to be
7 generous to the Defendant, we did send the -- the
8 notice of foreclosure intervention to our client.
9 Our client sent us a loss mitigation package back
10 telling her to send in specified items. Instead of
11 doing that, she went the other way. And at that
12 point, we filed another certificate of compliance,
13 and then filed the motion for summary judgment.

14 THE COURT:

15 Okay.

16 MR. DANGERFIELD:

17 And that -- that is a -- a simplistic way to say
18 what we received, a more thorough way would be to
19 expand upon all of the different filings that the
20 Court has already determined to be sham filings at
21 this point. And the Supreme Court has said as much
22 and warned the Defendant as much as early as January
23 2011.

24 THE COURT:

25 All right, anything further?

1 MR. DANGERFIELD:

2 That's it, Your Honor.

3 THE COURT:

4 All right, I find the Complainant is entitled to the
5 relief they seek. I've executed the order of
6 foreclosure. Subject to sale for granting the
7 motion to modify the caption. I find that the
8 Defendant's previous counsel has been relieved.
9 Deny any motions that she filed, a lot to be
10 construed to be dispositive in this case, and
11 conclude the records.

12 MR. DANGERFIELD:

13 Thank you, Your Honor.

14 THE COURT:

15 We're adjourned.

16 (There being no further questions, the hearing was
17 concluded at 11:19 a.m.)

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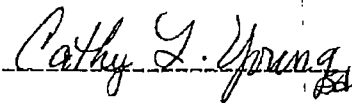
25

CERTIFICATE

I, the undersigned, Cathy L. Young, CVR, Notary Public in
and for the State of South Carolina, do hereby certify
that the foregoing hearing took place on the 22nd day of
August, 2012;

I further certify that I am neither Counsel nor Solicitor
to any of the parties in said suit, nor interested in the
event of the cause.

IN WITNESS WHEREOF, I have hereunto set my hand and seal
this 5th day of September 2012.



CATHY L. YOUNG, CVR

NOTARY PUBLIC FOR SOUTH CAROLINA

MY COMMISSION EXPIRES FEBRUARY 19, 2019.

STATE OF SOUTH CAROLINA
COUNTY OF LANCASTER

H&R Block Bank, FSB

Plaintiff,

v.

Ziraili M. Elbey a/k/a Ziraili Mohassan El Bey,
WKFC Living Trust Under Trust Agreement
Dated June 4, 2010 by and through its Trustee
Wellesley K. Clayton and American Home
Mortgage Servicing, Inc. s/b/m to Option One
Mortgage Corporation,

Defendant(s)

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

SPECIAL REFEREE'S REPORT AND JUDGMENT OF
FORECLOSURE AND SALE

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

FILED
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Pursuant to Rule 53 of the South Carolina Rules of Civil Procedure (hereinafter "SCRCP"), the above-entitled matter was referred to the undersigned Special Referee to make appropriate findings of fact and conclusions of law, with authority to enter a final Judgment in the cause. Any appeal from the decision of the Special Referee shall be 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 January 14, 2011.
2. The Summons and Complaint were filed on January 14, 2011.
3. Service was made upon the Defendants named in this Report as is shown by the proofs of service filed herein.
4. The Defendant(s) WKFC Living Trust under trust agreement dated June 4, 2010, by and through its Trustee Wellesley K. Clayton; and American Home Mortgage Servicing, Inc. s/b/m to Option One Mortgage Corp. are in default as shown by Affidavit filed herein.

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

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

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

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

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

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

11. Thereafter the Mortgage and the Note were assigned to the Plaintiff herein by assignment recorded on August 5, 2010 in Book 2265 at Page 129. By virtue of said assignment, the Plaintiff in this action is the holder of the note and mortgage.

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

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

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

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

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

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

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

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Total Debt secured by Note and Mortgage, including interest to date is \$233,312.88. Interest for the period from the date shown 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 7.999% per annum, the Note's current rate, 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.

18. The Plaintiff is seeking foreclosure of its mortgage and has, in the Complaint or subsequently thereto in writing, expressly Demanded the right to a personal or deficiency Judgment pursuant to Rule 71(b), SCRCF.

19. The Defendant, below listed, claims or may claim a lien upon or interest in the subject property; and in the event there is a surplus from the sale of the subject property, the validity, priority and amount of any such lien claim will be determined at a hearing subsequent to the sale, in accordance with Rule 71(c), SCRCF. The said Defendant and such claim or lien are as follows:

The Defendant, American Home Mortgage Servicing, Inc. s/b/m to Option One Mortgage Corporation, has or may claim to have some interest in the Property by virtue of mortgage given by Ziraili M. Elbey to Option One Mortgage Corporation in the original principal amount of \$49,296.00, which mortgage was recorded in the Lancaster County Registry on April 7, 2006 in Mortgage Book 1486 at Page 9. According to testimony, American Home Mortgage Servicing, Inc. is the successor in interest to Option One Mortgage Corporation. Said mortgage is junior and subordinate to the Plaintiff's mortgage and is hereby ordered removed from title to the Property.

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

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

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

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED:

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

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

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

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ALL THAT CERTAIN PIECE, PARCEL OR LOT OF LAND LOCATED IN LANCASTER COUNTY, SOUTH CAROLINA, AND BEING DESIGNATED AS LOT 261 ON THAT CERTAIN PLAT OF CLAIREMONT, PHASE 2, MAP 5, PREPARED BY YARBROUGH, WILLIAMS & HOULE, INC. DATED JANUARY 18, 2005, AND RECORDED JANUARY 28, 2005, AS PLAT DOC #2005 AT PAGE 0047 IN THE OFFICE OF THE CLERK OF COURT FOR LANCASTER COUNTY, SOUTH CAROLINA.

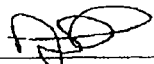
ALSO BEING SHOWN AS LOT 261 OF CLAIREMONT ON A PLAT OF ZIRAILI ELBEY PREPARED BY HUCKS AND ASSOCIATES, PC, DATED MARCH 3, 2006, AND RECORDED IN PLAT DOC 2006 AT PAGE 198.

THIS BEING THE IDENTICAL PROPERTY CONVEYED TO ZIRAILI M. ELBEY BY DEED FROM THE RYLAND GROUP, INC. DATED MARCH 29, 2006 AND RECORDED APRIL 7, 2006 IN BOOK 329 AT PAGE 170. SUBSEQUENTLY, SAID PROPERTY WAS CONVEYED TO KMJ TRUST, DATED DECEMBER 15, 2006 (TRUSTEES: ZIRAILI MOHASSAN EL BEY AND MARK ANTONIO FINDLETTER CLAYTON) BY DEED OF ZIRAILI M. ELBEY DATED JANUARY 19, 2007 AND RECORDED JANUARY 29, 2007 IN BOOK 378 AT PAGE 7. THEREAFTER, THE PROPERTY WAS CONVEYED TO WFKC LIVING TRUST UNDER THE PROVISIONS OF A TRUST AGREEMENT DATED JUNE 4, 2010 (TRUSTEE: WELLESLEY K. CLAYTON) BY DEED OF ZIRAILI MOHASSAN EL BEY AND MARK ANTONIO FINDLETTER CLAYTON AS TRUSTEES OF THE KMJ TRUST, DATED DECEMBER 15, 2006 DATED JUNE 11, 2010 AND RECORDED JUNE 22, 2010 IN BOOK 569 AT PAGE 85.

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

TMS: 0006M-0A-261.00

AND IT IS SO ORDERED.


The Honorable Phillip E. Wright
Special Referee for Lancaster County

Date: August 22, 2010
Lancaster, South Carolina

STATE OF SOUTH CAROLINA
COUNTY OF LANCASTER

H&R Block Bank, FSB

Plaintiff,

v.

Ziraili M. Elbey a/k/a Ziraili Mohassan El Bey,
WKFC Living Trust Under Trust Agreement
Dated June 4, 2010 by and through its Trustee
Wellesley K. Clayton and American Home
Mortgage Servicing, Inc. s/b/m to Option One
Mortgage Corporation,

Defendant(s)

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

TRANSCRIPT OF TESTIMONY

FOR

FORECLOSURE CASE

COURT OF COMMON PLEAS
LANCASTER, SC

2012 AUG 22 11:43

Pursuant to the Order of Reference granted in the above-entitled cause, a hearing was held herein on August 22, 2012 at 11:00AM, before The Honorable Phillip E. Wright, attended by counsel as follows:

APPEARANCES: Brock & Scott, PLLC, Attorneys for the Plaintiff.

Attorney for Plaintiff calls attention to the filing of the Lis Pendens in the Office of the Clerk of Court for Lancaster County on January 14, 2011. Also calls attention to the filing of the original Summons and Notice and Complaint on January 14, 2011. Also calls attention to the Affidavits of Service showing service of Summons and Complaint on each defendant as indicated in the Affidavits(s) recorded in the Office of the Clerk of Court for Lancaster County.

Also calls attention to the filing of the affidavit showing the Defendant(s) WKFC Living Trust under trust agreement dated June 4, 2010, by and through its Trustee Wellesley K. Clayton; and American Home Mortgage Servicing, Inc. s/b/m to Option One Mortgage Corp. are in default and that no Defendant is in the Military Service of the United States of America, as contemplated under The Servicemembers' Civil Relief Act (fka The Soldiers' and Sailors' Civil Relief Act of 1940) as

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amended. Also calls attention to the Order of Reference of record herein issued in Lancaster County, wherein the above-entitled cause was referred to Phillip E. Wright, as Special Referee "to take the testimony arising under the pleadings and to make his findings of fact and conclusions of law and with authority to enter final judgment in the case. An appeal from the final judgment so entered shall be made directly to the Supreme Court of South Carolina."

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

WHEREUPON, the undersigned attorney reported as follows: I am the attorney for the Plaintiff in this action.

From the original records in my possession, from the complaint herein and from examination of the records in the office of the Clerk of Court for Lancaster County, I find that on March 29, 2006, the Defendant(s) Ziraili M. Elbey (a/k/a Ziraili Mohassan El Bey) gave a certain written promissory Note unto Option One Mortgage Corporation, in the principal sum of \$197,186.00 together with interest at the rate of 7.999% per annum (said principal and interest being payable in monthly installments).

I offer a copy of the original Note in evidence.

Note identified, offered and received in evidence.

I call attention to the provisions of the Note with reference to default. I also call the Court's attention to the provisions in the Note with reference to payment of costs and attorney's fees. On the same date, Ziraili M. Elbey (a/k/a Ziraili Mohassan El Bey) gave a certain written mortgage unto Option One Mortgage Corporation (hereinafter "Mortgage") which Mortgage contains the same terms and provisions as the Note just offered in evidence and conveyed by way of Mortgage the identical property described in the complaint in this action, (hereinafter "Property") which Property is situate in Lancaster County, South Carolina.

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Thereafter, on April 7, 2006, the Mortgage was recorded in the Lancaster County Registry in Mortgage Book 1486 at Page 1.

This Mortgage constitutes a valid purchase money, first lien covering the property therein described.

I offer a copy of the original Mortgage as evidence. Mortgage identified, offered and received in evidence.

Thereafter the Mortgage and the Note were assigned to the Plaintiff herein by assignment recorded on August 5, 2010 in Book 2265 at Page 129. By virtue of said assignment, the Plaintiff in this action is the holder of the note and mortgage.

I offer a copy of the Assignment of Mortgage as evidence.

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

The following parties claim or may claim an interest in the Property by virtue matters listed below:

The Defendant, American Home Mortgage Servicing, Inc. s/b/m to Option One Mortgage Corporation, has or may claim to have some interest in the Property by virtue of mortgage given by Ziraili M. Elbey to Option One Mortgage Corporation in the original principal amount of \$49,296.00, which mortgage was recorded in the Lancaster County Registry on April 7, 2006 in Mortgage Book 1486 at Page 9. Upon information and belief, American Home Mortgage Servicing, Inc. is the successor in interest to Option One Mortgage Corporation. Said mortgage is junior and subordinate to the Plaintiff's mortgage and should be removed from title to the Property.

Upon examination of the records in said Clerk of Court's office, it appeared there were no persons other than the parties to this action having any liens or claims against the subject property, by way of assessment or otherwise, as of the date of filing the notice of pendency of this action.

The monthly installments as provided for in said Note and Mortgage were not paid in accordance with the terms and conditions thereof, and, therefore, the Note and Mortgage are in default; and, as a result thereof, the Plaintiff has elected to declare the entire unpaid amount immediately due and payable.

Demand was made upon the Defendants but payment has not been received. The amount due and owing on the Note and Mortgage, with interest at the rate provided in the note, and other costs and expenses of collection, including attorney's fees, secured by the Note and Mortgage, is as follows:

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

Total Debt secured by Note and Mortgage, including interest to date: \$233,312.88. With respect to attorney fees, in view of the potential liabilities inherent in a real property matter, the attendant responsibilities, and the size of the mortgage debt, a reasonable attorney's fee would be \$2,985.00. The law firm was engaged by the Plaintiff to foreclose the mortgage as expeditiously as possible, given the detriment to Plaintiff's equity position as a direct result of increasing losses from the running of interest. Plaintiff must also comply with investor requirements, government or private insuring agreements. Upon receipt of the case file, the title was examined to identify all parties having or claiming any interest in the subject real estate. The following non-inclusive list of pleadings and other documents have been prepared or reviewed in this action:

10-19401

1. Lis Pendens and any amendment thereto
2. Summons and Complaint and any amendment thereto
3. Affidavits and proposed Orders for publication
4. Affidavit of Default
5. Consent(s) to Order of Reference
6. Order of Reference
7. Notice(s) of Hearing
8. Record (Transcript) of Testimony
9. Proposed Special Referee's Report and Judgment of Foreclosure and Sale
10. Notice of Sale

Additionally, the pleadings were drafted and served upon each defendant personally or by statutory/substitute service; reinstatement and payoff figures and payment histories were provided as requested or required. We scheduled and attended the hearing in this matter.

Future duties include forwarding copies of the Judgment to appearing defendants, obtaining bidding instructions from Plaintiff or its designee, representing Plaintiff at the sale or arranging for such representation, preparing an Order of Sale or Report on Sale and Disbursements and Order Confirming Sale, and preparing the Special Referee's Deed and any other documents necessary in this particular action.

In addition to the time expended to date in prosecution of this action, we anticipate a minimum additional four hours after the hearing. Moreover, depending upon the interest shown by defendants, third parties, or counsel for either and the inherent negotiations required thereby, other time may also be committed to the completion of the case. In that regard, I would reserve the right to re-visit the question of attorney fees should the action proceed in an unexpected way.

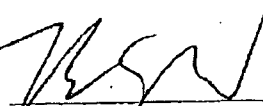
In regard to the professional standing of counsel, representation of the Plaintiff has been undertaken by the firm of Brock & Scott, PLLC. The attorneys primarily involved in this representation have been Jason L. Branham, Brian L. Campbell, and Suzanne E. Brown. They concentrate their practice in the areas of foreclosure, creditor-bankruptcy and residential real estate.

Furthermore, this fee is in line with the fee customarily charged by counsel with similar experience in this particular locality. Also the Plaintiff's attorneys have achieved the beneficial result of a prompt foreclosure of the mortgage.

The Plaintiff has specifically demanded its right to a personal or deficiency judgment. There are no paving or other special assessments against the subject property.

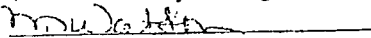
We would ask that the mortgage be foreclosed, that the property be sold at public auction in accordance with law, that the sale be made subject to any liens for taxes and any special assessments of record against such property; also; subject to payment by the purchaser of interest at 7.999% per annum, the Note's current rate, on the balance of the bid from the date of sale to date of compliance with the bid; also, subject to any existing easements or restrictions of record; and also subject to payment by the purchaser for preparation of the deed and deed stamps.

REFERENCE ADJOURNED.
SWORN



Jason L. Brannham, SC Bar No. 72902
Chad Burgess, SC Bar No. 72520
Sarah B. Oliver, SC Bar No. 80165
Brook Dangerfield, SC Bar No. 77912
Brock & Scott, PLLC
3800 Fernandina Road
Suite 110
Columbia, SC 29210
Phone 803-454-3540 Fax 803-454-3541
Attorneys for Plaintiff

SWORN TO BEFORE ME THIS DAY:
This the 20th day of August, 2012



Maranda L. Watson
NOTARY PUBLIC OF SOUTH CAROLINA
My Commission Expires: 05/24/2020

10-19401

NOTICE OF SALE

NOTICE OF SALE CIVIL ACTION NO. 2011-CP-29-00035 BY VIRTUE of the decree heretofore granted in the case of: H&R Block Bank, FSB vs. 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. w/b/m to Option One Mortgage Corporation, et al., the undersigned Special Referee for Lancaster County, South Carolina, will sell on October 1, 2012 at 11:00AM, at the Lancaster County Courthouse, Courtroom B, City of Lancaster, State of South Carolina, to the highest bidder:

ALL THAT CERTAIN PIECE, PARCEL OR LOT OF LAND LOCATED IN LANCASTER COUNTY, SOUTH CAROLINA, AND BEING DESIGNATED AS LOT 261 ON THAT CERTAIN PLAT OF CLAIREMONT, PHASE 2, MAP 5, PREPARED BY YARBROUGH, WILLIAMS & HOULE, INC. DATED JANUARY 18, 2005, AND RECORDED JANUARY 28, 2005, AS PLAT DOC #2005 AT PAGE 0047 IN THE OFFICE OF THE CLERK OF COURT FOR LANCASTER COUNTY, SOUTH CAROLINA.

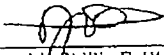
ALSO BEING SHOWN AS LOT 261 OF CLAIREMONT ON A PLAT OF ZIRAILI ELBEY PREPARED BY HUCKS AND ASSOCIATES, PC, DATED MARCH 3, 2006, AND RECORDED IN PLAT DOC 2006 AT PAGE 198.

THIS BEING THE IDENTICAL PROPERTY CONVEYED TO ZIRAILI M. ELBEY BY DEED FROM THE RYLAND GROUP, INC. DATED MARCH 29, 2006 AND RECORDED APRIL 7, 2006 IN BOOK 329 AT PAGE 170. SUBSEQUENTLY, SAID PROPERTY WAS CONVEYED TO KMJ TRUST, DATED DECEMBER 15, 2006 (TRUSTEES: ZIRAILI MOHASSAN EL BEY AND MARK ANTONIO FINDLETTER CLAYTON) BY DEED OF ZIRAILI M. ELBEY DATED JANUARY 19, 2007 AND RECORDED JANUARY 29, 2007 IN BOOK 378 AT PAGE 7. THEREAFTER, THE PROPERTY WAS CONVEYED TO WKFC LIVING TRUST UNDER THE PROVISIONS OF A TRUST AGREEMENT DATED JUNE 4, 2010 (TRUSTEE: WELLESLEY K. CLAYTON) BY DEED OF ZIRAILI MOHASSAN EL BEY AND MARK ANTONIO FINDLETTER CLAYTON AS TRUSTEES OF THE KMJ TRUST, DATED DECEMBER 15, 2006 DATED JUNE 11, 2010 AND RECORDED JUNE 22, 2010 IN BOOK 569 AT PAGE 85.

CURRENT ADDRESS OF PROPERTY: 13132 Wilburn Park Lane, Fort Mill, SC 29715
TMS: 0006M-0A-261.00

TERMS OF SALE: The successful bidder, other than the Plaintiff, will deposit with the Special Referee, at conclusion of the bidding, five percent (5%) of his bid, in cash or equivalent, as evidence of good faith, same to be applied to the purchase price in case of compliance, but to be forfeited and applied first to costs and then to the Plaintiff's debt in the case of non-compliance. Should the last and highest bidder fail to comply with the other terms of the bid within thirty (30) days, then the Special Referee may re-sell the property on the same terms and conditions on some subsequent Sales Day (at the risk of the said highest bidder). Deficiency judgment being demanded, the bidding will not be closed on the day of sale, but will remain open for a period of thirty (30) days as provided by law. Plaintiff is demanding a deficiency, the Plaintiff may waive any of its rights, including its right to a deficiency judgment, prior to sale. Purchaser to pay for documentary stamps on the Deed. The successful bidder will be required to pay interest on the amount of the bid from date of sale to date of compliance with the bid at the rate of 7.999% per annum. The sale shall be subject to taxes and assessments, existing easements and restrictions, easements and restrictions of record and any other senior encumbrances.

In the event an agent of Plaintiff does not appear at the time of sale, the within property shall be withdrawn from sale and sold at the next available sales date upon the terms and conditions as set forth in the Judgment of Foreclosure and Sale or such terms as may be set forth in a supplemental order.


The Honorable Phillip E. Wright
Special Referee for Lancaster County

Brock & Scott, PLLC
3800 Fernandina Road, Suite 110
Columbia, SC 29210
Attorneys for Plaintiff

FILED
CLERK OF COURT
LANCASTER, SC

2012 OCT 22 AM 11:44

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF LANCASTER

C/A NO.: 26. P-29-00035

H&R Block Bank,

Plaintiff,

vs.

Ziraili M. Elbey a/k/a Ziraili Mohassan El Bey, WKFC
Living Trust Under Trust Agreement Dated June 4, 2010
by and through its Trustee Wellesley K. Clayton and
American Home Mortgage Servicing, Inc. s/b/m to
Option One Mortgage Corporation,
Defendant(s).

MOTION AND ORDER INFORMATION FORM
AND COVER SHEET

Plaintiff(s) Attorney:

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

Defendant(s) Attorney:

Brock & Scott, PLLC
3800 Fernandina Road, Suite 110
Columbia, SC 29210

- () MOTION HEARING REQUESTED (attach written motion and complete Sections I and III)
(X) FORM MOTION, NO HEARING REQUESTED (complete Sections II and III)
() PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)

SECTION I: Hearing Information

Nature of Motion:

Estimated Time Needed:

Court Reporter Needed: YES / NO

SECTION II: Motion Type

- () Written motion attached
(X) Form Motion/Order

Thereby move for relief or action by the court as set forth in the attached proposed order.

Signature of Attorney for Plaintiff / Defendant

08/22/2012

Date Submitted

SECTION III: Motion Fee

(X) Paid - Amount: \$25.00

() Exempt: ☐ Motion for Stay in Bankruptcy

☐ Rule to Show Cause in Child or Spousal Support

☐ Domestic Abuse or Abuse and Neglect

☐ Indigent Status

☐ State Agency v. Indigent Party

☐ Sexually Violent Predator Act

☐ Post-Conviction Relief

☐ Motion for Publication

☐ Motion for Execution (Rule 69, SCRPC)

☐ Proposed order submitted at request of the court; or, reduced to writing from motion made in open court per judge's instructions

Name of Court reporter:

☐ Other:

JUDGE'S SECTION

☒ Motion fee to be paid upon filing of the attached order.

☐ Other:

JUDGE

Code:

Date:

CLERK'S VERIFICATION

Collected by:

☐ Motion fee Collected:

☐ Contested - Amount Due:

DATE FILED

B&S No.: 10-19401*

STATE OF SOUTH CAROLINA
COUNTY OF LANCASTER

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

H&R Block Bank,

Plaintiff,

v.

MOTION AND ORDER
AMENDING CAPTION/
CORRECTING CLERICAL MISTAKE

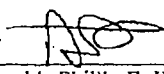
Ziraili M. Elbey a/k/a Ziraili Mohassan El
Bey, WKFC Living Trust Under Trust
Agreement Dated June 4, 2010 by and through
its Trustee Wellesley K. Clayton and
American Home Mortgage Servicing, Inc.
s/b/m to Option One Mortgage Corporation
Defendant(s)

An action for foreclosure was brought against Ziraili M. Elbey a/k/a Ziraili Mohassan El Bey, et al, Defendants,
Civil Action No: 2011-CP-29-00035 and captioned H&R Block Bank v. Ziraili M. Elbey a/k/a Ziraili Mohassan El Bey,
et al.

The Plaintiff, by and through its undersigned attorney, states that the Plaintiff, H&R Block Bank was named in
the Complaint of the above-styled cause of action. Due to inadvertence and mistake, a slight typographical error was
made with the Plaintiff's name when the Complaint was filed. The Plaintiff's in this case should be listed as follows:
H&R Block Bank, FSB as is shown on the Assignment of Mortgage recorded in the Lancaster County Register of Deeds
recorded on August 5, 2010 in Book 2265 Page 129.

Therefore, upon motion of the attorney for the Plaintiff,

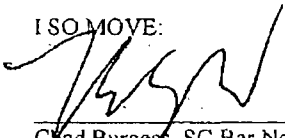
IT IS HEREBY ORDERED that all pleadings and other documents herein are amended to show H&R Block
Bank, FSB as the Plaintiff in this action.


The Honorable Phillip E. Wright
Special Referee for Lancaster County

This 22 day of August, 2012

Lancaster, South Carolina

I SO MOVE:


Chad Burgess, SC Bar No. 72520
Brook Dangerfield, SC Bar No. 77912

FILED
2011 AUG 22 A 11:43
LANCASTER, SC

STATE OF SOUTH CAROLINA
COUNTY OF LANCASTER

H&R Block Bank, A Federal Savings Bank

Plaintiff,

v.

Ziraili M. Elbey a/k/a Ziraili Mohassan El Bey,
WKFC Living Trust Under Trust Agreement Dated
June 4, 2010 by and through its Trustee Wellesley
K. Clayton and American Home Mortgage
Servicing, Inc. s/b/m to Option One Mortgage
Corporation,

Defendant(s)

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

AFFIDAVIT OF INDEBTEDNESS

Elbey
PEW
8/24/12

FILED
CLERK OF COURT
LANCASTER, SC
SEP 12 2011

BEFORE ME, personally appeared, the Affiant, who, being duly sworn, deposes and says, upon personal knowledge that:

1. Affiant has personal knowledge of the facts and matters recited herein.
2. Affiant by nature of his position with the Plaintiff or as its agent knows of his/her personal knowledge that the Plaintiff is the holder of the Note and Mortgage described in the Plaintiff's Complaint, and that the information hereinafter given is contained in the original books and records maintained in the office of the Plaintiff's servicing agent. Affiant is competent to testify to all matters stated herein and this Affidavit is made on personal knowledge of Affiant.
3. Defendants failed to pay the installments due on this Mortgage on March 1, 2010 and all subsequent payments. Plaintiff has accelerated the principal balance of said Note and Mortgage in the amount set forth below, plus interest. Plaintiff has agreed to pay its attorney a reasonable Attorney's fee. The nature and amount of all sums due Plaintiff are listed below.
4. Each and every allegation contained in the Complaint to Foreclose Mortgage is true.

10-19401

C

5. That by the reason of the aforesaid default in the payment of the note and mortgage, Plaintiff has elected to and has accelerated the payment of the entire principal sum now due under the terms of the note and mortgage, together, with accrued interest, all of which is declared to be due and payable to Plaintiff or its agents.

6. AMOUNTS DUE: The following sums are now due and payable under the terms of the note and mortgage:

I. PRINCIPAL BALANCE DUE	\$189,911.32
--------------------------	--------------

II. INTEREST DUE: From 02/01/2010 to 07/16/2012	\$ 37,335.97
Current Interest Rate 7.999%	

III. LATE CHARGES

A. <u>Late Charges</u>	\$ 0.00
B. <u>Other</u>	\$ 0.00

IV. ADVANCES BY MORTGAGEE:

A. <u>Escrow Advances:</u>	
- Real Estate Taxes	\$ 0.00
- Hazard/Property Insurance	\$ 803.19
- P.M.I.	\$ 0.00
- misc.	\$ 0.00
B. <u>Corporate Advances (itemize in detail):</u>	
- Property inspections	\$ 54.90
- Property maintenance expense	\$ 0.00
- Appraisals / BPO	\$ 0.00
- Condo maintenance fees paid	\$ 0.00
- Payment to superior mortgages	\$ 0.00
- Expert Affidavit Fee	\$ 0.00

D. <u>Miscellaneous:</u>	\$ 0.00
TOTAL ADVANCES	\$ 858.09

IV. LESS: CREDITS DUE TO DEFENDANTS

A. Positive escrow balance	(\$0.00)
B. Partial Suspense balance	(\$0.00)

10-19401

TOTAL CREDITS:

(\$ 0.00)

V. TOTAL DEBT

\$ 228,105.38

FURTHER THE AFFIANT SAYETH NOT.

Nationstar Mortgage, LLC as attorney-in-fact for
H&R Block Bank, A Federal Savings Bank

Affiant Signature: Jerrell R. Menyweather

Affiant Printed Name: Jerrell R. Menyweather

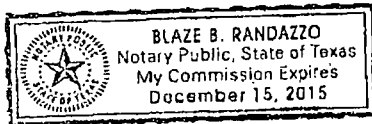
Affiant Title: Assistant Secretary

Sworn to and subscribed before me
this 10 day of July, 2012

Blaze B. Randazzo

Notary Public for the State of Texas

Commission Expires: 12-15-15



10-19401

FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2011-CP-29-00035

H&R Block Bank, FSB

PLAINTIFF(S)

Ziraili M. Elbey a/k/a Ziraili Mohassan El Bey, WKFC
Living Trust Under Trust Agreement Dated June 4, 2010
by and through its Trustee Wellesley K. Clayton and
American Home Mortgage Servicing, Inc. s/b/m to Option
One Mortgage Corporation

DEFENDANT(S)

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

Attorney for : ☒ Plaintiff ☐ Defendant
OR
☐ Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

- ☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☒ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ☐ **ACTION DISMISSED (CHECK REASON):** ☐ Rule 12(b), SCRPC; ☐ Rule 41(a), SCRPC (Vol. Nonsuit); ☐ Rule 43(k), SCRPC (Settled); ☐ Other
- ☐ **ACTION STRICKEN (CHECK REASON):** ☐ Rule 40(j), SCRPC; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other
- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other

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

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

ORDER INFORMATION

This order ☐ ends ☒ does not end the case.

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

INFORMATION FOR THE JUDGMENT INDEX

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
H&R Block Bank, FSB	WKFC Living Trust Under the Provisions of a Trust Agreement Dated June 4, 2010 by and through its Trustee Wellesley K. Clayton	Deficiency Demanded: Exact deficiency judgment amount to be determined after sale

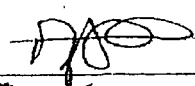
8-22

If applicable, describe the property, including tax map information and address, referenced in the order:
All that certain piece, parcel or lot of land located in Lancaster County, South Carolina, and being designated as Lot 261 on that certain Plat of Clairemont, Phase 2, Map 5, prepared by Yarbrough, Williams & Houle, Inc. dated January 18, 2005, and recorded January 28, 2005, as Plat Doc #2005 at Page 0047 in the Office of the Clerk of Court for Lancaster County, South Carolina.

Also being shown as Lot 261 of Clairemont on a Plat of Ziraili Elbey prepared by Hucks and Associates, PC, dated March 3, 2006, and recorded in Plat Doc 2006 at Page 198.

This being the identical property conveyed to Ziraili M. Elbey by deed from The Ryland Group, Inc. dated March 29, 2006 and recorded April 7, 2006 in Book 329 at Page 170. Subsequently, said property was conveyed to KMJ Trust, dated December 15, 2006 (Trustees: Ziraili Mohassan El Bey and Mark Antonio Findletter Clayton) by Deed of Ziraili M. Elbey dated January 19, 2007 and recorded January 29, 2007 in Book 378 at Page 7. Thereafter, the property was conveyed to WFKC Living Trust Under the Provisions of a Trust Agreement Dated June 4, 2010 (Trustee: Wellesley K. Clayton) by deed of Ziraili Mohassan El Bey and Mark Antonio Findletter Clayton as Trustees of The KMJ Trust, dated December 15, 2006 dated June 11, 2010 and recorded June 22, 2010 in Book 569 at Page 85.

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. Note: Title abstractors and researchers should refer to the official court order for judgment details.


Circuit Court Judge

Judge Code

8/22/12
Date

For Clerk of Court Office Use Only

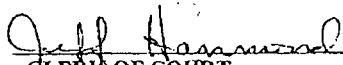
This judgment was entered on the 22 day of Aug., 2012 and a copy mailed first class or placed in the appropriate attorney's box on this 22 day of Aug., 2012 to attorneys of record or to parties (when appearing pro se) as follows:

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

ATTORNEY(S) FOR THE PLAINTIFF(S)

Ziraili M. Elbey a/k/a Ziraili Mohassan El Bey,
WKFC Living Trust Under Trust Agreement Dated
June 4, 2010 by and through its Trustee Wellesley K.
Clayton and American Home Mortgage Servicing,
Inc. s/b/m to Option One Mortgage Corporation

DEFENDANT(S)


CLERK OF COURT

Court Reporter:

FILED
OFFICE OF CLERK
OF COURT

2012 SEP 26 PM 4:14

STATE OF SOUTH CAROLINA
COUNTY OF LANCASTER

CLERK OF COURT
LANCASTER, SC

IN THE COURT OF COMMON PLEAS

CASE NO. 2011-CP-29-00035

H&R Block Bank,

Plaintiff,

MOTION AND ORDER OF STAY
DUE TO BANKRUPTCY FILING

vs.

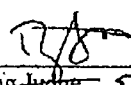
Ziraili M. Elbey a/k/a Ziralli Mohassan El Bey, et al.,

Defendants.

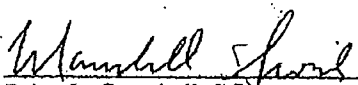
Upon motion of Attorney for the Plaintiff, and it appearing that the Defendant Ziraili M. Elbey a/k/a Ziraili Mohassan El Bey has filed Chapter 13 Bankruptcy on August 24, 2012, Bankruptcy case number 12-05229, and such filing results in an automatic stay in the present case.

IT IS THEREFORE ORDERED that the above case be struck from the active roster of pending cases with leave to restore the action with the same civil action number, original filing date, and no further filing fee after the Bankruptcy case is dismissed or the Plaintiff has been granted a relief from the automatic stay by the Bankruptcy Court.

Date: Sept 26, 2012


Presiding Judge SR
Lancaster County, South Carolina

I SO MOVE:


Brian L. Campbell, SC Bar No. 74521
Suzanne E. Brown, SC Bar No. 76440
J. Marshall Swails, SC Bar No. 79067
J. Martin Page, SC Bar No. 100200
Brock & Scott, PLLC
3800 Fernandina Road, Suite 110
Columbia, SC 29210
Phone: 803-454-3540
Attorney for Plaintiff

10-19401

FILED
OFFICE OF CLERK
OF COURT

STATE OF SOUTH CAROLINA

2012 SEP 26 PM 6:14

IN THE COURT OF COMMON PLEAS

COUNTY OF LANCASTER

CLERK OF COURT
LANCASTER, SC

C/A NO.: C/A NO.: 2011-CP-29-00035

H&R Block Bank,

Plaintiff,

vs.

Ziraili M. Elbey a/k/a Ziraili Mohassan El Bey, et
al.,

Defendants.

MOTION AND ORDER INFORMATION FORM
AND COVER SHEET

Plaintiff(s) Attorney:

Defendant(s) Attorney:

Brian L. Campbell, SC Bar No. 74521 Brock & Scott, PLLC
Suzanne E. Brown, SC Bar No. 76440 3800 Fernandina Road, Suite 110
J. Marshall Swails, SC Bar No. 79067 Columbia, SC 29210
J. Martin Page, SC Bar No. 100200

- () MOTION HEARING REQUESTED (attach written motion and complete Sections I and III)
(X) FORM MOTION, NO HEARING REQUESTED (complete Sections II and III)
() PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)

SECTION I: Hearing Information

Nature of Motion:

Estimated Time Needed:

Court Reporter Needed: ☐ YES / ☒ NO

SECTION II: Motion Type

- () Written motion attached
(X) Form Motion/Order

I hereby move for relief or action by the court as set forth in the attached proposed order.

Mandell Swails
Signature of Attorney for ☒ Plaintiff / ☐ Defendant

9/5/12
Date Submitted

SECTION III: Motion Fee

() Paid - Amount: \$25.00

(X) Exempt:

- ☒ Motion for Stay in Bankruptcy
☐ Rule to Show Cause in Child or Spousal Support
☐ Domestic Abuse or Abuse and Neglect
☐ Indigent Status ☐ State Agency v. Indigent Party
☐ Sexually Violent Predator Act ☐ Post-Conviction Relief
☐ Motion for Publication ☐ Motion for Execution (Rule 69, SCRCP)
☐ Proposed order submitted at request of the court; or, reduced to writing from motion made in open court per judge's instructions

Name of Court reporter: _____

☐ Other: _____

JUDGE'S SECTION

☐ Motion fee to be paid upon filing of the attached order.

☐ Other: _____

JUDGE

Code:

Date:

CLERK'S VERIFICATION

Collected by: _____

☐ Motion fee Collected: _____

☐ Contested - Amount Due: _____

DATE FILED

10-19401

BROCK & SCOTT PLLC

DOCUMENT RETENTION

SOUTH CAROLINA FORECLOSURE CLIENT RELATIONS & SALES DOCS.

B&S file #: 10-19401

Action: FCO1

☐	Document Notice of Foreclosure Intervention	Doc Manager Type SC NOFI	Lender Doc Name See Note field
☐	Dismissal	Dismissal	N/A
☒	Motion to Stay BK Motion to Restore BK	other	N/A
☐	Property Preservation Documents	Atty-Borrower Correspondence	Borrower Correspondence
☐	Borrower Correspondence	Atty-Borrower Correspondence	Borrower Correspondence
☐	Authorizations	Atty-Borrower Correspondence	Borrower Correspondence
☐	Notice of Sale	Notice of Sale	N/A
☐	Prep Deed Master	Sales Package	N/A
☐	Publication Docs	Publication Document	N/A
☐	Misc.		

☐ LPSD
☐ Clarifire (STB)

☐ Vendorscape
☐ Lenstar

☐ Clarifire (BANA)
☐ Other

Notes / Keywords:

STATE OF SOUTH CAROLINA

COUNTY OF LANCASTER

H&R Block Bank,

Plaintiff,

vs.

Ziraili M. Elbey a/k/a Ziraili Mohassan El Bey,
WKFC Living Trust Under Trust Agreement
Dated June 4, 2010 by and through its Trustee
Wellesley K. Clayton and American Home
Mortgage Servicing, Inc. s/b/m to Option One
Mortgage Corporation,

Defendant(s).

IN THE COURT OF COMMON PLEAS

CASE NO.: 2011-CP-29-00035

MOTION AND ORDER TO RESTORE

FILED
OFFICE OF CLERK
OF COURT
2013 AUG - 1 PM 4:04
CLERK OF COURT
LANCASTER, S.C.

Chad W. Burgess, of Brock & Scott, PLLC, Attorneys for the Plaintiff, has moved before this Court to restore the above-captioned case. Based upon the record in this case, I make the following findings of salient fact and conclusion of law:

1. In the above-captioned action, at the request of the Plaintiff, the case was stricken from the file book by an Order of Stay filed previously with the Lancaster County Clerk of Court due to the Defendant, Ziraili M. Elbey (a/k/a Ziraili Mohassan El Bey) filing under Chapter 13 of the United States Bankruptcy Code.

2. The said Defendant has been discharged by order of the Bankruptcy Court dated January 14, 2013 (a copy attached hereto as Exhibit "A").

3. In the interest of judicial economy, justice and equity and for good cause shown, this case shall be restored pursuant to the Chief Justices' Administrative Order issued June 5, 1992.

4. This case has been referred to Mr. Phillip E. Wright, Special Referee for Lancaster County for final disposition, and a final hearing shall be held at such date and time as may hereinafter be set.

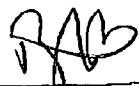
THEREFORE, based upon the motion of Chad W. Burgess, of Brock & Scott, PLLC, Attorney for the Plaintiff, and upon my review of the record in this case,

IT IS ORDERED that the above-captioned action shall be restored to the file book and active case roster.

10-19401

AND IT IS SO ORDERED.

Date: 7/29/13


Presiding Judge/Clerk of Court SK
Lancaster County, South Carolina

I SO MOVE:


Brian L. Campbell, SC Bar No. 74521
Suzanne E. Brown, SC Bar No. 76440
Jason L. Branham, SC Bar No. 72902
Chad W. Burgess, SC Bar No. 72520
J. Marshall Swails, SC Bar No. 79067
Sarah B. Oliver, SC Bar No. 80165
J. Martin Page, SC Bar No. 100200
Brook Dangerfield, SC Bar No. 77912
Marc S. Asbill, SC Bar No. 100332
January N. Taylor, SC Bar No. 80069
Travis E. Menk, SC Bar No. 79144
Mark A. Pearson, SC Bar No. 15926
Brock & Scott, PLLC
3800 Fernandina Road, Suite 100
Columbia, SC 29210
Phone: 803-454-3540
Attorneys for Plaintiff

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF LANCASTER

C/A NO.: 2011-CP-29-00035

H&R Block Bank,
Plaintiff

vs.

Ziraili M. Elbey a/k/a Ziraili Mohassan El Bey,
WKFC Living Trust Under Trust Agreement
Dated June 4, 2010 by and through its Trustee
Wellesley K. Clayton and American Home
Mortgage Servicing, Inc. s/b/m to Option One
Mortgage Corporation,
Defendant(s).

**MOTION AND ORDER INFORMATION FORM
AND COVER SHEET**

Plaintiff(s) Attorney:

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

Defendant(s) Attorney:

Brock & Scott, PLLC
3800 Fernandina Road, Suite 110
Columbia, SC 29210

- () MOTION HEARING REQUESTED (attach written motion and complete Sections I and III)
(X) FORM MOTION, NO HEARING REQUESTED (complete Sections II and III)
() PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)

SECTION I: Hearing Information

Nature of Motion:

Estimated Time Needed:

Court Reporter Needed: ☐ YES / ☒ NO

SECTION II: Motion Type

- () Written motion attached
(X) Form Motion/Order

I hereby move for relief or action by the court as set forth in the attached proposed order.

Signature of Attorney for Plaintiff / Defendant

Date Submitted

SECTION III: Motion Fee

- (X) Paid - Amount: \$25.00
() Exempt:

- ☐ Motion for Stay in Bankruptcy
☐ Rule to Show Cause in Child or Spousal Support
☐ Domestic Abuse or Abuse and Neglect
☐ Indigent Status
☐ Sexually Violent Predator Act
☐ Motion for Publication
☐ Proposed order submitted at request of the court; or, reduced writing from motion made in open court per judge's instructions
☐ State Agency v. Indigent Party
☐ Post-Conviction Relief
☐ Motion for Execution

Name of Court reporter:

☐ Other:

JUDGE'S SECTION

- ☐ Motion fee to be paid upon filing of the attached order.
☐ Other:

JUDGE

Code:

Date:

10-19401

CLERK'S VERIFICATION

DATE FILED

Collected by: _____
☐ Motion fee Collected: _____
☐ Contested - Amount Due: _____

10-19401

FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2011-CP-29-00035

H&R Block Bank

PLAINTIFF(S)

Ziraili M. Elbey a/k/a Ziraili Mohassan El Bey, WKFC
Living Trust Under Trust Agreement Dated June 4, 2010
by and through its Trustee Wellesley K. Clayton and
American Home Mortgage Servicing, Inc. s/b/m to Option
One Mortgage Corporation

DEFENDANT(S)

Submitted by: <u>Brock & Scott, PLLC</u> <u>Westpark Center</u> <u>3800 Fernandina Road Suite 110</u> <u>Columbia, SC 29210</u>	Attorney for : ☒ Plaintiff ☐ Defendant or ☐ Self-Represented Litigant
--	---

DISPOSITION TYPE (CHECK ONE)

- ☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☐ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ☐ **ACTION DISMISSED (CHECK REASON):** ☐ Rule 12(b), SCRPC; ☐ Rule 41(a), SCRPC (Vol. Nonsuit); ☐ Rule 43(k), SCRPC (Settled); ☐ Other
- ☐ **ACTION STRICKEN (CHECK REASON):** ☐ Rule 40(j), SCRPC; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other
- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other

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

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

ORDER INFORMATION

This order ☐ ends ☒ does not end the case.

Additional Information for the Clerk: Motion and Order to Restore

INFORMATION FOR THE JUDGMENT INDEX		
Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.		
Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
H&R Block Bank	Ziraili M. Elbey (a/k/a Ziraili Mohassan El Bey)	\$233,312.88
If applicable, describe the property, including tax map information and address, referenced in the order: All that certain piece, parcel or lot of land located in Lancaster County, South Carolina, and being designated as Lot 261 on that certain Plat of Clairemont, Phase 2, Map 5, prepared by Yarbrough, Williams & Houle, Inc. dated January 18, 2005, and recorded January 28, 2005, as Plat Doc #2005 at Page 0047 in the Office of the Clerk of Court for Lancaster County, South Carolina. Also being shown as Lot 261 of Clairemont on a Plat of Ziraili Elbey prepared by Hucks and Associates, PC, dated March 3, 2006, and recorded in Plat Doc 2006 at Page 198.		

FILED
OFFICE OF CLERK
OF COURT

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10-19401

This being the identical property conveyed to Ziraili M. Elbey by deed from The Ryland Group, Inc. dated March 29, 2006 and recorded April 7, 2006 in Book 329 at Page 170. Subsequently, said property was conveyed to KMJ Trust, dated December 15, 2006 (Trustees: Ziraili Mohassan El Bey and Mark Antonio Findletter Clayton) by Deed of Ziraili M. Elbey dated January 19, 2007 and recorded January 29, 2007 in Book 378 at Page 7. Thereafter, the property was conveyed to WKFC Living Trust Under the Provisions of a Trust Agreement Dated June 4, 2010 (Trustee: Wellesley K. Clayton) by deed of Ziraili Mohassan El Bey and Mark Antonio Findletter Clayton as Trustees of The KMJ Trust, dated December 15, 2006 dated June 11, 2010 and recorded June 22, 2010 in Book 569 at Page 85.

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. Note: Title abstractors and researchers should refer to the official court order for judgment details.

Circuit Court Judge

32

Judge Code

Date

7/25/13

For Clerk of Court Office Use Only

This judgment was entered on the 1 day of Aug., 2013 and a copy mailed first class or placed in the appropriate attorney's box on this 1 day of Aug., 2013 to attorneys of record or to parties (when appearing pro se) as follows:

Brian L. Campbell, SC Bar No. 74521
Suzanne E. Brown, SC Bar No. 76440
Jason L. Branham, SC Bar No. 72902
Chad Burgess, SC Bar No. 72520
J. Marshall Swails, SC Bar No. 79067
Sarah O. Leonard, SC Bar No. 80165
J. Martin Page, SC Bar No. 100200
Brook Dangerfield, SC Bar No. 77912
Marc S. Asbill, SC Bar No. 100332
January N. Taylor, SC Bar No. 80069
Travis E. Menk, SC Bar No. 79144
Mark A. Pearson, SC Bar No. 15926
Richard G. Duerinckx, SC Bar No. 70143
ATTORNEY(S) FOR THE PLAINTIFF(S)

Ziraili M. Elbey a/k/a Ziraili Mohassan El Bey,
WKFC Living Trust Under Trust Agreement Dated
June 4, 2010 by and through its Trustee Wellesley K.
Clayton and American Home Mortgage Servicing,
Inc. s/b/m to Option One Mortgage Corporation
ATTORNEY(S) FOR THE DEFENDANT(S)

Jeff Hammer
CLERK OF COURT

Court Reporter:

ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS REFERENCED ON PAGE 1.

This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

STATE OF SOUTH CAROLINA
COUNTY OF LANCASTER

H&R Block Bank,

Plaintiff,

vs.

Ziraili M. Elbey a/k/a Ziraili Mohassan El Bey,
WKFC Living Trust Under Trust Agreement Dated
June 4, 2010 by and through its Trustee Wellesley K.
Clayton and American Home Mortgage Servicing,
Inc. s/b/m to Option One Mortgage Corporation,

Defendant(s).

IN THE COURT OF COMMON PLEAS

C/A NO.: 2011-CP-29-00035

CERTIFICATE OF SERVICE BY MAIL

The undersigned hereby certifies that he/she is an employee of Brock & Scott, PLLC, and is a person of such age and discretion as to be competent to serve papers.

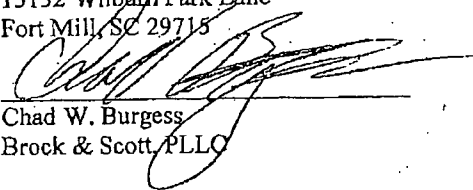
That on the _____ he/she served a copy of the MOTION AND ORDER TO RESTORE by placing said copy in a postage paid envelope addressed to each of the following persons at the address stated below, which is the last known address, and by depositing said envelope and contents in the U.S. Mail.

Pleading:

MOTION AND ORDER TO RESTORE

Parties Served:

Ziraili M. Elbey a/k/a Ziraili M. El Bey
13132 Wilburn Park Lane
Fort Mill, SC 29718


Chad W. Burgess
Brock & Scott, PLLC

Columbia, South Carolina

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CLERK OF COURT
LANCASTER, SC

10-19401

A

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

Case Number: 12-05229-jw

Chapter: 7

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

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

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

Entered By The Court
01/14/13

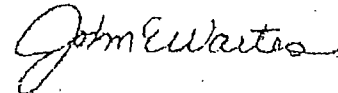
ORDER
DISCHARGE OF DEBTOR
ORDER DISCHARGING TRUSTEE
ORDER CLOSING CASE

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

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

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

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



Chief United States Bankruptcy Judge

SEE THE BACK OF THIS ORDER FOR IMPORTANT INFORMATION

**EXPLANATION OF BANKRUPTCY DISCHARGE
IN A CHAPTER 7 CASE**

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

Collection of Discharged Debts Prohibited

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

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

Debts That are Discharged

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

Debts that are Not Discharged

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

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

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

Case 12-05229-jw Doc 47-1 Filed 01/14/13 Entered 01/14/13 12:06:41 Desc Ch 7
Order Dsc T/DB/CLCS (BNC): Notice Recipients Page 1 of 1
Notice Recipients

District/Off: 0420-3
Case: 12-05229-jw

User: brooks
Form ID: 166BNC

Date Created: 1/14/2013
Total: 16

Recipients of Notice of Electronic Filing:

ust US Trustee's Office USTPRegion04.CO.BCF@usdoj.gov

TOTAL: 1

Recipients submitted to the BNC (Bankruptcy Noticing Center):

db	Ziraili Samara Mohassan El Bey	9789 Charlotte Highway	#400-191	Fort Mill, SC 29707
tr	William K. Stephenson, Jr.	PO Box 8477	Columbia, SC 29202	
tr	Robert F. Anderson	P.O. Box 76	Columbia, SC 29202-0076	
542120040	American Home Mortgage Servicing	c/o Security Connections, INC	PO Box 631730	Irving TX
	75063-1730			
542075999	GEGRB/DILLARDS	PO BOX 965024	ORLANDO FL 32896	
542120037	H &R Block Bank, FBS	Corporate Offices	One H &R Block Way	Kansas City MO 64105
542075998	NORTH CAROLINA SUPERIOR DISTRICT COURT	Administrative Office	PO Box	
	2448	Raleigh NC 27602-2448		
542120038	Nationstar Mortgage	c/o Registered Agent	Corporation Service Company	1703 Laurel
	Street	Columbia SC 29201		
542076000	OPTION ONE MORTGAGE	(SAND CANYON CORP)	7595 IRVINE CENTER DR STE	
	100	IRVINE CA 92618		
542211499	Option One Mortgage Corporation	(Sand Canyon Corporation)	T Richmond McPherson,	
	III	McGuire Woods LLP	201 N Tryon St Suite 3000	Charlotte NC 28226
542076004	SAND CANYON CORP	6501 IRVINE CENTER DR	IRVINE CA 92618-2118	
542120039	Specialized Loan Servicing LLC	8742 Lucent Blvd, Suite 300	Highlands Ranch, CO 80129	
542076001	US DEPT OF EDUCATION	PO BOX 5227	GREENVILLE TX 25403	
542076005	US DEPT OF EDUCATION	PO BOX 5227	GREENVILLE TX 75403	
542075997	WELLS FARGO DEALER SERVICES	PO BOX 25341	SANTA ANA CA 92799	

TOTAL: 15

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

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

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

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

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

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

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

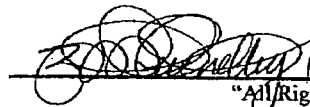
- (a) UCC 1 - Correction made to the terms with the "NOTE" [16 CFR 433]
- (b) 1099-A Form

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

VERIFICATION

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

Dated: August 5th, 2013 A.D.


Printed: Ziraili Mohassan Elbey, Plaintiff in Propria Persona
(not "Pro Se" Isic)



☐ CORRECTED (if checked)

LENDER'S name, street address, city, state, ZIP code & telephone no KMJ IRREVOCABLE TRUST 13132 WILBURN PARK LANE INDIAN LAND SC 29707		OMB No. 1545-0877 2011 Form 1099-A		Acquisition or Abandonment of Secured Property Copy B For Borrower This is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if taxable income results from this transaction and the IRS determines that it has not been reported.
LENDER'S federal identification number REDACTED	BORROWER'S federal identification number REDACTED	1 Date of lender's acquisition or knowledge of abandonment 1/14/2011 12:00:00	2 Balance of principal outstanding \$ 282609.00	
BORROWER'S name, address, and ZIP code County of Lancaster 101 N Main Street PO Box 1809 LANCASTER SC 29721		3	4 Fair market value of property \$ 282609.00	
		5 If Checked, the borrower was personally liable for repayment of the debt ☒		
Account number (see instructions) REDACTED		6 Description of property Asset Account (1) REDACTED BK Mort 1486 PG 1-8, Security Amt. \$197,186.00; Asset Account (2) REDACTED BK Mort 1486 PG 9-14; Security Amount \$49,296.00 Account Number# REDACTED		

Form 1099-A

www.1099online.com - IRS Approved e File Provider

Instructions for Borrower

Certain lenders who acquire an interest in property that was security for a loan or who have reason to know that such property has been abandoned must provide you with this statement. You may have reportable income or loss because of such acquisition or abandonment. Gain or loss from an acquisition generally is measured by the difference between your adjusted basis in the property and the amount of your debt canceled in exchange for the property, or, if greater, the sale proceeds. If you abandoned the property, you may have income from the discharge of indebtedness in the amount of the unpaid balance of your canceled debt. The tax consequences of abandoning property depend on whether or not you were personally liable for the debt. Losses on acquisitions or abandonments of property held for personal use are not deductible. See Pub. 4691 for information about your tax consequences.

Property means any real property (such as a personal residence); any intangible property; and tangible personal property that is held for investment or used in a trade or business.

If you borrowed money on this property with someone else, each of you should receive this statement.

Borrower's identification number. For your protection, this form may show only the last four digits of your social security number (SSN), individual taxpayer identification number (ITIN), or adoption taxpayer identification number (ATIN). However, the issuer has reported your complete identification number to the IRS and, where applicable, to state and/or local governments.

Account number. May show an account or other unique number the lender assigned to distinguish your account.

Box 1. For a lender's acquisition of property that was security for a loan, the date shown is generally the earlier of the date title was transferred to the lender or the date possession and the burdens and benefits of ownership were transferred to the lender. This may be the date of a foreclosure or execution sale or the date your right of redemption or objection expired. For an abandonment, the date shown is the date on which the lender first knew or had reason to know that the property was abandoned or the date of a foreclosure, execution, or similar sale.

Box 2. Shows the debt (principal only) owed to the lender on the loan when the interest in the property was acquired by the lender or on the date the lender first knew or had reason to know that the property was abandoned.

Box 4. Shows the fair market value of the property. If the amount in box 4 is less than the amount in box 2, and your debt is canceled, you may have cancellation of debt income. If the property was your main home, see Pub. 523 to figure any taxable gain or ordinary income.

Box 5. Shows whether you were personally liable for repayment of the debt when the debt was created or, if modified, when it was last modified.

Box 6. Shows the description of the property acquired by the lender or abandoned by you. If "CCC" is shown, the form indicates the amount of any Commodity Credit Corporation loan outstanding when you forfeited your commodity.

UCC-1

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional) ...
Greg Macfarlane, CFO, H&R BK 8168543000

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

KMJ TRUST [IRREVOCABLE]
1 H&R Block Way

Kansas City, MO 64105

Certified True and Correct
SC Secretary of State's Office

SC SECRETARY OF STATE

130730-2334016 NS
Lapse Date: 07/30/2043

Date: 7/30/2013
Time: 11:34 PM
Page Count: 3 pg
Debtor Count: 4
Filing Fees: \$20.00
Electronic Records Access: \$8.00
Total: \$28.00
Order ID# 23645982

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME (SAND CANON MORTGAGE CORPORATION) FKA OPTION ONE MORTGAGE CORPORATION			
OR 1b. INDIVIDUAL'S LAST NAME			
1c. MAILING ADDRESS 7595 Irvine Center Drive, Suite 100		CITY Irvine	STATE CA
1d. TAX ID# (Organizations) DO NOT USE		1e. TYPE OF ORGANIZATION CORP	1f. JURISDICTION OF ORGANIZATION CA
ADDITIONAL INFO RE ORGANIZATION DEBTOR		1g. ORGANIZATIONAL ID#, if any 33-0727357	

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME H & R BLOCK BANK, FSB			
OR 2b. INDIVIDUAL'S LAST NAME			
2c. MAILING ADDRESS ONE H&R BLOCK WAY 8TH FLR		CITY KANSAS	STATE MO
2d. TAX ID# (Organizations) DO NOT USE		2e. TYPE OF ORGANIZATION CORP	2f. JURISDICTION OF ORGANIZATION MO
ADDITIONAL INFO RE ORGANIZATION DEBTOR		2g. ORGANIZATIONAL ID#, if any 44-0607656	

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME ZIRAILI M ELBEY, (Entitlement Holder/Registered Owner)			
OR 3b. INDIVIDUAL'S LAST NAME			
3c. MAILING ADDRESS 13132 WILBURN PARK LANE		CITY FT. MILL	STATE SC
		POSTAL CODE 29707	COUNTRY US

4. This FINANCING STATEMENT covers the following collateral:

Know all men that property once belonging to Ziraili M Elbey, now belongs to the KMJ Trust [Irrevocable Trust] giving full benefits and collateral.

1) NOTE (Original) "Purchase Money Promissory Note" Principle Sum Amount \$248,482.00 USD

2) ACCOUNT No: REDACTED and ACCOUNT No: REDACTED all interest therein. [WITH TRUST] NOTICE: All Collateral listed is the property of Entitlement Holder/Registered Owner.

(a) REGISTERED OWNER: evidenced by the Title Registered No. REDACTED recorded in ROD's Office in Lancaster Cty.

(b) REGISTERED OWNER: has established full rights, beneficial interest, and title of ownership in & lien on all properties.

(c) TRUSTEES: is/are Security Intermediaries with respect to financial assets. NOTE: held in trust as Special Deposit.

(d) REGISTERED OWNER: is not subject to any adverse claims protected under applicable law & UCC Article 8

(e) THIS [Act] takes effect 11/13/07-hereinafter, AS AMENDED ORDER OF NUNC PRO TUNC.

See additional.

5. ALTERNATIVE DESIGNATION (if applicable):		LESSOR/LESSOR	CONSIGNEE/CONSIGNOR	☒ BAILEE/BAILOB	SELLER/BUYER	AG. LIEN	NON-UCC FILING
6. ☒ THIS FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum if applicable.		7. Check to REQUEST SEARCH REPORT(S) on Debtor(s)		NOT USED			

8. OPTIONAL FILER REFERENCE DATA

[Under UCC-Art-8] Secured Party Signature - Recorded as a Real Estate Filing

SOUTH CAROLINA SECRETARY OF STATE'S OFFICE, 1205 Pendleton Street Suite 525 Columbia, SC 29201

(03/01/2011)

UCC FINANCING STATEMENT ADDENDUM (UCC-1Ad)

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

8. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

8a. ORGANIZATION'S NAME (SAND CANON MORTGAGE CORPORATION) FKA OPTION ONE MORTGAGE		
OR	8b. INDIVIDUAL'S LAST NAME	FIRST NAME
		MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

Certified True and Correct Copy
SC Secretary of State's Office

SC SECRETARY OF STATE

130730-2334016 NS

Date: 7/30/2013

Time: 11:34 PM

Page Count: 3 PG

Debtor Count: 4

Filing Fees: \$20.00

Electronic Records Access: \$8.00

Total: \$28.00

Order ID: 23645982

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME (Insert only last name (11a or 11b) - do not abbreviate or substitute names)

11a. ORGANIZATION'S NAME NATIONSTAR MORTGAGE LLC			
OR	11b. INDIVIDUAL'S LAST NAME		FIRST NAME
			MIDDLE NAME
			SUFFIX

11c. MAILING ADDRESS

350 HIGHLAND DRIVE

DO NOT PROVIDE

11d. TAX ID # SSN OR EIN

11e. TYPE OF ORGANIZATION

11f. JURISDICTION OF ORGANIZATION

11g. ORGANIZATIONAL ID #, if any

11h. ORGANIZATION'S NAME

11i. INDIVIDUAL'S LAST NAME

11j. FIRST NAME

11k. MIDDLE NAME

11l. COUNTRY

11m. STATE

11n. POSTAL CODE

11o. CITY

11p. LEWISVILLE

11q. TX

11r. 75067

11s. US

11t. 45-2158869

11u. NONE

11v. ASSIGNOR S/P'S

11w. NAME

11x. 12a or 12b

11y. KMJ TRUST [An Irrevocable Business Trust Org] Lancaster, SC

11z. ROD #2013002846 BK:DEED 716;PG:249-253

12a. ORGANIZATION'S NAME

12b. INDIVIDUAL'S LAST NAME

12c. FIRST NAME

12d. MIDDLE NAME

12e. COUNTRY

12f. STATE

12g. POSTAL CODE

12h. CITY

12i. CHARLOTTE

12j. NC

12k. 28210

12l. US

12m. 8508 PARK RD #182 | #182

12n. 8508 PARK RD #182

12o. 13132 Wilburn Park Lane

12p. Indian Land, South Carolina 29707

12q. KMJ TRUST [IRREVOCABLE BUS TRUST

12r. ORGANIZATION

12s. 8508 PARK RD #182

12t. #182

12u. CHARLOTTE, NC 28210

12v. SOUTH CAROLINA SECRETARY OF STATE'S OFFICE, 1205 Pendleton Street Suite 525 Columbia, SC 29201

12w. (03/01/2011)

12x. 411

UCC FINANCING STATEMENT ADDENDUM (UCC-1Ad)

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME (SAND CANON MORTGAGE CORPORATION) FKA OPTION ONE MORTGAGE		
OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME
		MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

Certified True and Correct Copy
SC Secretary of State's Office

SC SECRETARY OF STATE

130730-2334016 NS

Date: 7/30/2013
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Total: \$28.00
Order ID# 23645982

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME (must enter complete (11a or 11b) - do not abbreviate or combine names)

11a. ORGANIZATION'S NAME SPECIALIZED LOAN SERVICING LLC			
OR	11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME
			SUFFIX
11c. MAILING ADDRESS 8742 Lucent Blvd Suite 300		STATE CO	POSTAL CODE 92618
11d. TAXID # SSN OR EIN DO NOT PROVIDE		11e. TYPE OF ORGANIZATION LLC	11f. JURISDICTION OF ORGANIZATION CO
		11g. ORGANIZATIONAL ID #, if any 33-1050584	

12. ADDITIONAL SECURED PARTY'S or ASSIGNOR'S NAME (enter only one name (12a or 12b))

12a. ORGANIZATION'S NAME			
OR	12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME
			SUFFIX
12c. MAILING ADDRESS		CITY	STATE
		POSTAL CODE	COUNTRY

13. This FINANCING STATEMENT covers ☐ tangible to be cut or ☐ as-extracted collateral, or is filed as a ☐ future filing.

14. Description of real estate:

15. Additional collateral description:

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

17. Check only if applicable and check only one box.

Debtor is a ☐ Trust or ☒ Trustee acting with respect to property held in trust or ☐ Decedent's Estate

18. Check only if applicable and check only one box.

☐ Debtor is a TRANSMITTING UTILITY
☒ Filed in connection with a Manufactured-Home Transaction — effective 30 years
☐ Filed in connection with a Public-Finance Transaction — effective 30 years

SOUTH CAROLINA SECRETARY OF STATE'S OFFICE, 1205 Pendleton Street Suite 525 Columbia, SC 29201

(03/01/2011)

EXHIBIT 'A'

RECORDING REQUESTED BY

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

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

TITLE ORDER NO. _____ ESCROW NO. 9723536785

2013002511

DEED NO CHARGE
RECORDING FEES \$0.00

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

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

BK: DEED 715

PG: 233-251

2013002512

SATISFACTION MORTGAGE
RECORDING FEES \$5.00

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

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

BK: MORT 2618

PG: 242-260

SATISFIED

MTG BK 2600 PG 270

DATE 2-19-2013

REGISTER OF DEEDS
LANCASTER COUNTY, SC

SPACE ABOVE THIS LINE FOR RECORDERS USE

DEED OF FULL RECONVEYANCE

Whereas, Ziraili M Elbey, the Trustee is under the Deed of Trust dated March 19, 2006, made and executed by ZIRAILI M ELBEY as Trustor(s) to Ziraili M Elbey as beneficiary and recorded as Instrument No. 2013000645 on 01/14/2013 in Book 2809 at Page 270-280 of the Office Records in the Office of the Recorder of LANCASTER County, State of South Carolina having received from Beneficiary is under said Deed of Trust a written request to reconvey, reciting that all sums secured by said Deed of Trust have been fully paid, and said Deed of Trust and the note or notes secured thereby having been surrendered to the Trustee is for cancellation, do I hereby reconvey, without warranty, to the person or persons legally entitled thereto, all right, title and interest heretofore acquired and now held by said Trustee under said Deed of Trust, in the real property commonly know as 13132 Wilburn Park Lane situated in the County of LANCASTER, State of South Carolina, and more particularly described as follows:
SEE ATTACHED

Date: 2/19/13

First Witness: Keldin Japp

Second Witness: Dee Dee Klein

Ziraili M Elbey as Trustee/Trustor

STATE OF South Carolina
COUNTY OF York

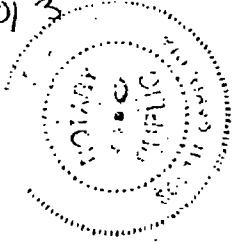
On 2/19/13 before me, Kisha White, a Notary Public, personally appeared Ziraili M Elbey who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized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

Witness my hand and official seal.

Signature Kisha White

(SEAL)

Sharon Sept 10, 2013



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

SIGNER IS REPRESENTING:
None of Party to Transaction

Book 2618 Page 242

Ziraili Elbey | 2013

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

From: Ziraili Elbey
REDACTED

To: NATIONSTAR MORTGAGE LLC

Subj: CONDITIONAL ACCEPTANCE AND REQUEST REGARDING AUTHENTIC STATEMENT
REGARDING ACCOUNTING

Encl: (1) Request regarding Authentic Statement of Account

I. I am in receipt of your payoff letter dated 11/15/2012 and I conditionally accept your bill for \$241,940.00 upon my receipt of a verified claim to my office signed by an authorized representative from your Company, submitted with the following proofs for consideration:

(a) Proof. I agree to pay your claim of \$241,940.00 upon proof that the account no REDACTED is not satisfied and paid in full and reflecting a zero balance due. To validate your claim you are required within 14 days to correct the following true statements; or rebut the following statements as being untrue; or agree, consent, and assent to the statements as fact, by remaining silent.

STATEMENT OF FACTS

(1) On November 15, 2012 an offer for discount payoff price of \$241,936.00 was sent to the law firm of Brett M. Shockley, attorney with McGuireWoods LLP, 201 N. Tryon Street, Suite 3000, Charlotte, NC 28202 on behalf of NATIONSTAR MORTGAGE, LLC.

(2) On November 27, 2012 Brett M. Shockley, attorney with McGuireWoods, LLP, 201 N. Tryon Street, Suite 3000, Charlotte, N.C. 28202 on behalf of NATIONSTAR MORTGAGE, LLC payoff statement was sent to us by email. On December 13, 2012 the payoff statement was printed-out and delivered to accounts payable.

(3) On December 24, 2012 payment was posted and mailed by REGISTERED MAIL to NATIONSTAR MORTGAGE, LLC, Attn: Payoff Department, 350 Highland Drive, Lewisville, TX 75067. See PS Form 3806, Receipt for Registered Mail [exhibit A]; and Form 3811 Domestic Return Receipt RA270704656US [exhibit B]

(4) There exists no evidence or certification of dishonour to the tender and therefore the facts establish that the final credit to the account is made and the balance is adjusted to zero

(5) The account for the total sum of 241,940.00 is now paid in full.

(b) Verification. Your claim must be verified to prove the validity, by presenting the alleged obligation under oath or notary

Page 1

Ziraili Elbey | 2013

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

seal, and signed by an Officer of NATIONSTAR MORTGAGE, LLC Company, under penalty of perjury as to accord with impartiality honesty and integrity.

2. This is an un rebutted statement of facts. Your response is not required, however if you fail to rebut these statements within 14 days then it shall certify your consent, assent, and agreement to the statements as true, correct, complete, and not misleading.

3. Additionally all further communications to our office shall be made only by an Officer of NATIONSTAR MORTGAGE, LLC, signed in Ink, including the Title and Name of individual verifying the data and affirming it's accuracy and authenticity. Please cease and desist all communications that are not signed in accordance with the provisions made herewith. The failure to do so constitutes a prejudice to my rights and is damaging to me.

Therefore, should we continue to receive unsigned communication from your office, it shall constitute your agreement to compensate us for this predetermined sum of \$10,000.00 per document.

Sincerely,

First Witness Jane Cucker

Without Recourse UCC 1-308/207

Second Witness Kenneth Cook

By: Ziraili Elbey SEAL
Secured Party Creditor

JURAT/ACKNOWLEDGMENT

State of South Carolina)
) ss
Lancaster County)

On this 15th day of JANUARY AD 2013 Signor did personally appear before me, is known to be the person operating in the requisite capacity for signature described herein, who executed the foregoing, acknowledged the contents thereof; and executed the same as her free act and deed. Subscribed, sworn and agreed to before the undersigned.

Kimberly Cook
Notary Public

Commission Expires April 4 2022

Embossed Hanson is My
State of South Carolina Motor Public Good
My Contribution Expires April 4, 2022
KAUSHA COOK

SEAL



Page 2

Ziraili Elbey | 2013

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

Request regarding Authentic Statement of Account
UCC Article 9 § 9-210

I hereby certify and confirm this to be a true and correct statement
of accounting as received by your office January 02/2013.

Pay Date	Payment	Principal	Balance,
12/24/2012	\$241,940.00	0.00	0.00
	Payoff Offer received		241,940.00
Additional \$4.00			
	241,940.00	N/A	0.00
01/14/13	Final Balance		0.00

Please within 14 days approve or correct this statement. Any
corrections hereto must be submitted in writing, under oath and under
the penalty of perjury, and full commercial liability (where otherwise
not prohibited by law).

First Witness Jan Crocker

Without Recourse UCC 1-308/207

By: Ziraili Elbey SEAL
Secured Party Creditor

Second Witness Kausha Cook

Date: January 18, 2013

Page 3

Ziraili Elbey | 2013

9789 Charlotte Highway, Suite 400-191, Ft Mill, SC 29707

JURAT/ACKNOWLEDGMENT

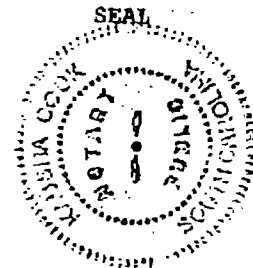
State of South Carolina)
) ss
Lancaster County)

On this 18th day of JANUARY AD 2013, Signor did personally appear before me, is known to be the person operating in the requisite capacity for signature described herein, who executed the foregoing, acknowledged the contents thereof; and executed the same as her free act and deed. Subscribed, sworn and agreed to before the undersigned.

Kausha Cook
Notary Public

Commission Expires April 4, 2017

Embossed Hereon is My
State of South Carolina Notary Public Seal
My Commission Expires April 4, 2017
KAUSHA COOK



SENDER, COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits.		A. Signature Nationstar Mail Rob	
1. Article Addressed to: NATIONSTAR MORTGAGE LLC Payoff Department 350 Highland Drive Lewisville, TX 75067		B. Received by (Printed Name) _____ C. Date of Delivery to: JAN 22 2013	
2. Article Number (Transfer from service label) 7010 2780 0002 1524 4373		D. Is delivery address different from item 1? ☒ Yes If YES, enter delivery address below: ☐ No	
3. Service Type ☒ Certified Mail ☐ Express Mail ☐ Registered ☒ Return Receipt for Merchandise ☐ Insured Mail ☐ COD		4. Restricted Delivery? (Extra Fee) ☐ Yes	
PS Form 3811, February 2004 Domestic Return Receipt 702305-02-M-1040			

U.S. Postal Service	
CERTIFIED MAIL® RECEIPT	
(Domestic Mail Only: No Insurance Coverage Provided)	
For delivery information, visit our website at www.usps.com	
OFFICIAL USE	
Postage	\$ 00.65
Certified Fee	\$2.95
Return Receipt Fee (Endorsement Required)	\$2.35
Restricted Delivery Fee (Endorsement Required)	\$0.00
Total Postage & Fees	\$ 5.95
NATIONSTAR MORTGAGE LLC - Payoff Department 350 Highland Drive Lewisville, TX 75067	

7010 2780 0002 1524 4373

01/19/2013

FILED
OFFICE OF CLERK
OF COURT

2013000645

UCC - LAND
RECORDING FEE \$17.00

01-14-2013 03:22 PM

JOHN LANE
DEPUTY OF RECORDS
LANCASTER COUNTY, SC
By: CAMDICE PHILLIPS DEPUTY
BK:MORT 2600
PG:270-280

Case# REDACTED

UCC FINANCING STATEMENT AMENDMENT 14 PH 3:51

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

Ziraili Samara-Mohassan: El-Bey

CLERK OF COURT
LANCASTER, SC

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Nationstar Mortgage LLC, Attn: Payoff Department
350 Highland Drive
Lewisville, Texas 75067

THE ABOVE SPACES FOR FILING OFFICE USE ONLY

1. INITIAL FINANCING STATEMENT FILE#

2012005278: Book: Mort 2484 Pg: 311-312

2. This FINANCING STATEMENT AMENDMENT is
to be filed (for record) (or recorded) in the
REAL ESTATE RECORDS

3. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

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

5. ASSIGNMENT (full or partial): Give name of assignee in Item 7a or 7b and address of assignee in Item 7c; and also give name of assignor in Item 8.

6. AMENDMENT (PARTY INFORMATION): This Amendment affects ☐ Debtor, or ☐ Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in Items 6 and 7.

☐ CHANGE name and/or address: Give current record name in Item 6a or 6b, then give new name (if name change) in Item 7a or 7b and give new address (if address change) in Item 7c. ☐ DELETE name: Give record name to be deleted in Item 6a or 6b. ☐ ADD name: Complete Item 7a or 7b, and also Item 7c; also complete Item 7d-7f, if applicable.

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME

NATIONSTAR MORTGAGE LLC, PAYOFF DEPARTMENT: DEBTOR

OR 6b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

NATIONSTAR MORTGAGE LLC, PAYOFF DEPARTMENT: DEBTOR

OR 7b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

7c. MAILING ADDRESS

350 HIGHLAND DRIVE

CITY
LEWISVILLE

STATE

POSTAL CODE

COUNTRY

7d. TAX ID #

SSN OR EIN

7e. TYPE OF ORGANIZATION

7f. JURISDICTION OF ORGANIZATION

7g. ORGANIZATIONAL ID #, if any

7h. ORGANIZATION'S ADDRESS

LLC

USA

☒ NONE

8. AMENDMENT (COLLATERAL CHANGE): Check only one box.

Describe collateral ☐ deleted or ☐ added, or give entire ☐ revised collateral description, or describe collateral ☒ assigned.

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

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

9a. ORGANIZATION'S NAME

OR 9b. INDIVIDUAL'S LAST NAME

El-Bey: Secured Party

FIRST NAME

Ziraili

MIDDLE NAME

Samara Mohassan

SUFFIX

10. OPTIONAL FILER REFERENCE DATA

Authorized Representative:

FILING OFFICE COPY - NATIONAL UCC FINANCING STATEMENT AMENDMENT (FORM UCC3) (REV. 07/2009)

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

UCC FINANCING STATEMENT AMENDMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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

2012005278:Book:Mort 2484 Pg:311-312

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

12a. ORGANIZATION'S NAME

OR

12b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME, SUFFIX

El-Bey Secured Party

Ziraili

Samara M.

13. Use this space for additional information

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

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1-888-480-2432

Statement Date: November 15, 2012

Payoff Statement
Amended

Send to: ZIRAILI ELBEY
REDACTED
FOR INTERNAL USE ONLY

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

Loan Mor: 597002327

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

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

Interest Paid to Date: 2/01/10

Next Payment Due Date: 3/01/10

QUOTE DETAIL

Unpaid Principal 189,911.32
Interest Due 42,982.32
(From 2/01/10 to 11/30/12 at 7.99%)
Late Charges of 868.08
Deferred Late Charges 723.40
Corporate Advance 4,306.85
Escrow Advance 1,589.11

Prin and Interest 1,446.74
Monthly Escrow Pymt .01

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

Balance Due 241,936.08
By 11/30/12

Mortgage Payment 1,446.75

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

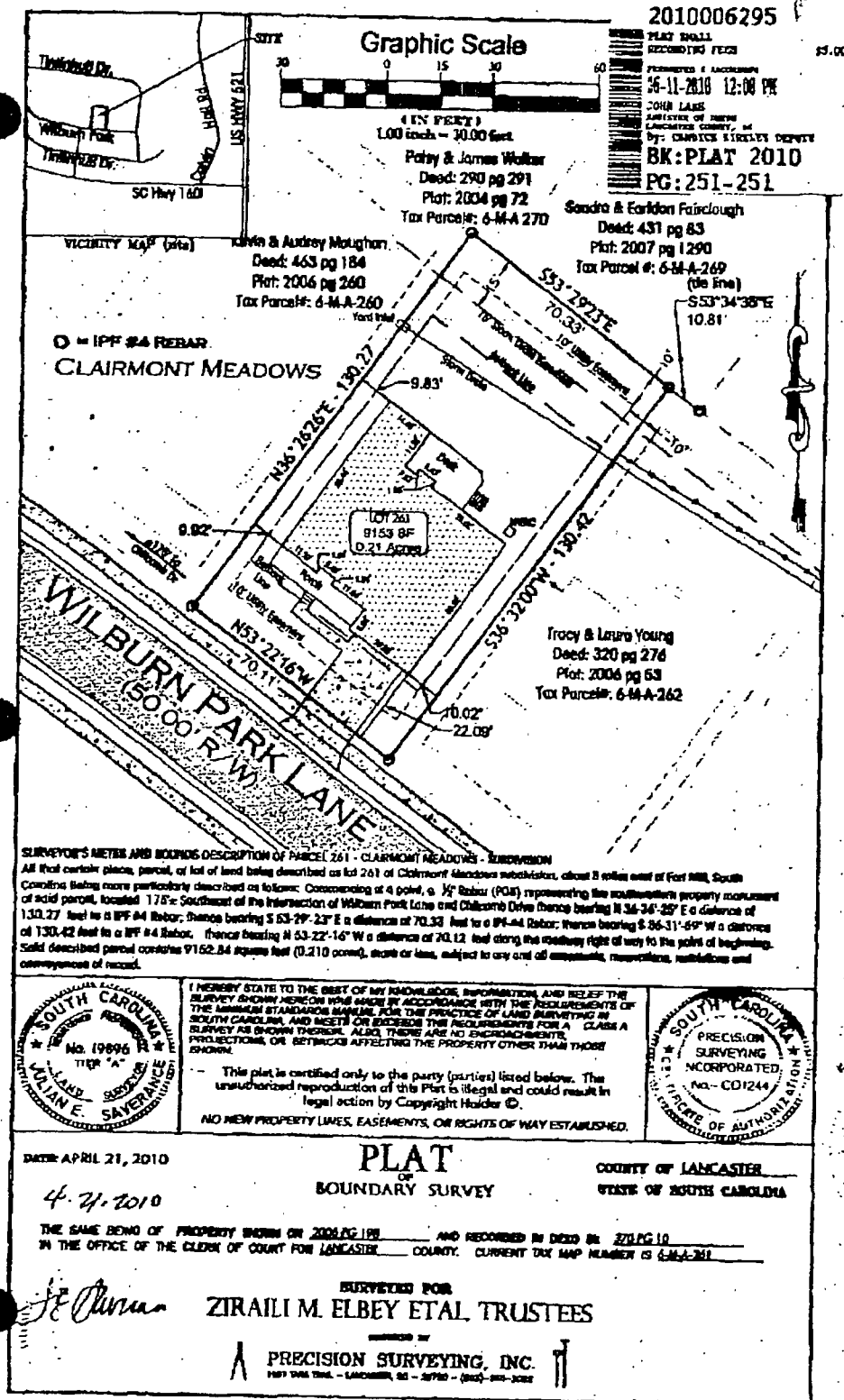
Estimated Disbursements:	Due Date	Amount
HAZARD SFR	11/29/12	196.48
COUNTY TAX	1/15/13	1,178.79

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

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

This statement is provided for informational purposes only. It is not intended to be used as a release of liability. The state specified guidelines must be followed to release all liens. Funds must be remitted to the Trustee and/or County Recorder's Office to release all liens. Funds must be remitted in full. Funds will be refunded to the mortgagor(s) within 30 Business Days after payment in full.

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

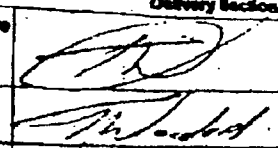
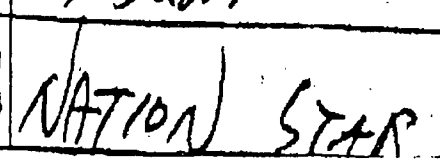


CERTIFIED TO BE A TRUE COPY
 REGISTER OF DEEDS
 COUNTY OF LANCASTER, SC



Track/Confirm - Intranet Item Inquiry
Item Number: RA27 0704 656U S

This item was delivered on 01/02/2013 at 11:35

Signature:	Delivery Section
	
Address:	

Enter Request Type and Item Number:

Quick Search ☒ Extensive Search ☐

Version 1.0

Inquire on multiple items.

Go to the Product Tracking System Home Page.

Ziraili M Elbey | 2013

AFFIDAVIT OF COMMERCIAL OBLIGATION

NOTICE OF FAULT AND OPPORTUNITY TO CURE

February 08, 2013

Secured Party/Principal:

Ziraili-Mohassan: Elbey
9789 Charlotte Highway, Suite 400-191
Ft. Mill, SC 29707

Respondent/Bailee

Nationstar Mortgage LLC
Brock & Scott Law Firm PLLC
ATTORNEY(S) and TRUSTEE(S) for the PLAINTIFF(S)
Brook Dangerfield, Bar SC Bar No. 77912
Brian L. Campbell, SC Bar No. 74521
Suzanne E. Brown, SC Bar No. 76440
Jason L. Branham, SC Bar No. 72902
Chad Burgess, SC Bar No. 72520
J. Marshall Swails, SC Bar No. 79067
Sarah B. Oliver, SC Bar No. 80165
J. Martin Page, SC Bar No. 100200
Marc S. Asbill, SC Bar No. 100332
January N. Taylor, SC Bar No. 80069
Travis E. Menk, SC Bar No. 79144
Mark A Pearson, SC Bar No. 15926
Third Party Debt Collectors
3800 Fernandina Rd., Suite 110
Columbia, SC 29210

FILED
OFFICE OF CLERK
OF COURT
2013 FEB 11 PM 3:22
CLERK OF COURT
LANCASTER, SC

Re: Nationstar Mortgage LLC, Account No. REDACTED File No. REDACTED for Internal Use Only, Original PLoan No REDACTED dated 03/29/06, debt collection payoff for \$241,936.08 for Lancaster Court of Common Pleas Case No. 2011-CP-29-35, Brock and Scott Law Firm PLLC

Accounts: Nationstar Mortgage LLC, Department of Taxation and Assessments
Account No. REDACTED File No REDACTED for Internal Use Only, Brock & Scott Law Firm PLLC, Attorney(s), Trustee(s), for Lancaster County Court of Common Pleas, Case No 2011-CP-29-35

Statement of Facts

I, Ziraili-Mohassan of the family, Elbey, hereinafter Affiant, over the age of twenty-one years, and competent to witness and with first hand knowledge do declare that:

1 NOTICE TO AGENT IS NOTICE TO PRINCIPAL NOTICE TO PRINCIPAL
IS NOTICE TO AGENT and APPLICABLE TO ALL SUCCESSORS AND
ASSIGNS

1. On December 24, 2012, instruments of tender for setoff, hereinafter "Tender" for the sum of Thirty-thousand (\$241,936.08), were presented for setoff and Registered to Nationstar Mortgage LLC, Payoff Department, (hereinafter "Respondent") at the below address.

Nationstar Mortgage LLC, Payoff Department,
350 Highland Drive
Lewisville, Texas 75067 and;

2. On January 02, 2013, tender was accepted for the setoff of the Accounts.
3. As of February 05, 2013 Nationstar Mortgage LLC, Respondents have not sufficiently responded to the presentment.
4. On January 14, 2013, that Affiant did file with the Lancaster Court of Common Pleas, in Lancaster, SC the Payoff Statement and notified Respondents and the Judge for the case no. 2011-CP-29-35 of mortgage satisfaction; Request Regarding Statement of Account for Nationstar Mortgage LLC Payoff Department; Account No. REDACTED File No. 9723536795 for internal use only.
5. On January 14, 2013, Certified copies of the "tender" acceptance by Nationstar Mortgage LLC Payoff Department was filed into the Lancaster County, SC, Court of Common Pleas in docket Case No. 2011-CP-29-35 as mortgage satisfied requiring the acceptance or correction to be made by in accordance with UCC 9-210.
6. On January 17, 2013 Brock & Scott Law PLLC, Attorney(s), Trustee(s) for Nationstar Mortgage LLC, Case File No. 2011-CP-29-35 was notified by Certified Mail No. 70102780000215244175 of the pay-off, mortgage satisfied by the Lancaster County, SC Court of Common Pleas in docket Case File No. 2011-CP-29-35 "tender" requiring the acceptance or correction to be made by in accordance with UCC 9-210.
7. On January 17, 2013 Honorable Phillip E. Wright, Special Referee for Lancaster County, SC Court of Common Pleas in Case File No. 2011-CP-29-35 was notified by Certified Mail No. 70102780000215244182 of the pay-off, mortgage satisfied by the Lancaster County, SC Court of Common Pleas in docket Case File No. 2011-CP-29-35 "tender" requiring the acceptance or correction to be made by in accordance with UCC 9-210.
8. On January 17, 2013 Honorable Jeff Hammond, Clerk of Court for Lancaster County, SC Court of Common Pleas in Case File No. 2011-CP-29-35 was notified by Certified Mail No. 70102780000215244199 of the pay-off, mortgage satisfied by the Lancaster County, SC Court of Common Pleas in docket Case File No. 2011-CP-29-35 "tender" requiring the acceptance or correction to be made by in accordance with UCC 9-210.
9. The Respondent was allowed ten (10) days to respond.
10. The Respondents have a duty and obligation to respond to the presentments and serve notice to the secured party that the debt has been discharged and extinguished.
11. As of January 17, 2013 the Brock & Scott, PLLC Respondents was sent a letter Certified No. 70102780000215244175 requesting mortgage satisfied recording according to SC Statutes Code Ann Sc. 29-3-310 and 29-3-33(e)
12. As of February 08, Brock & Scott, PLLC, Respondents have not sufficiently responded to the presentment.
13. On January 19, 2013 the Nationstar Mortgage LLC, Respondent received the request regarding the authentic Statement of Account which requires the respondent to correct or accept the statement within fourteen (14) days of receipt (UCC 9-210).
14. On January 17, 2013 the law firm of Brock and Scott PLLC, Attorney(s) and Trustee(s) for Nationstar Mortgage LLC, Third Party Debt Collector received a request by Certified mail

2 NOTICE TO AGENT IS NOTICE TO PRINCIPAL NOTICE TO PRINCIPAL
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- no. 70102780000215244182 on January 18, 2012 requesting further action according to SC Statutes Code Ann Sec. 29-3-310 and 29-3-330(e) which respondent have not responded to date.
15. As of February 05, 2013 the time for Nationstar Mortgage LLC to respond to said presentments have expired and the other respondents as dates indicate by law, by non response and by tacit procurement, have agreed and admit to the authenticity of the statement of account which evidences the aggregate amount of unpaid obligations being Zero (\$0.00) and 00/100 dollars, and that all obligations relating thereto have been satisfied. All parties have been notified by certified mail (see Certification of Mailing).

Notice of Fault As an operation of law, the Respondent by dishonor of the Presentment has created a fault.

Opportunity to Cure In the event that Respondent's failure to respond to the Presentment was an oversight, mistake or otherwise unintentional, the Secured Party grants the Respondents an additional seven (7) days, exclusive of the day of receipt, to cure the fault and affect a remedy by serving notice to the secured party that the debt has been discharged and extinguished.

FAILURE TO CURE AND/OR RESPOND WILL RESULT IN THE RECORDING OF A COMMERCIAL LIEN AGAINST THE RESPONDENTS AS LIEN DEBTORS FOR VALUE RECEIVED OF NO LESS THAN THIRTY THOUSAND (\$241,936.08)

Failure to cure will result in the recording of a commercial lien against the Respondents and the collateral identified herein, and shall constitute, as an operation of law, the FINAL admission of the facts set forth in the Presentment by Respondents through tacit assent to the presentments and the whole matter shall be deemed *res judicata* and *stare decisis*.

Surety and Collateral The secured party accepts for valuable consideration, the oath of office for all listed Attorney(s), Trustee(s) for Nationstar Mortgage LLC, Payoff Department on record with the Supreme Court of South Carolina and all commercial bonds of each of the Respondents, to insure the fulfillment of their obligations as fiduciary/bailee as evidenced in the original financing statement #2012005278:Book:Mort 28, Pg: 3110312 filed with Lancaster Register of Deeds. Let it be known, if the bond(s) of the Respondents is/are insufficient for coverage the payment(s) the assets of the Respondent(s) will be utilized as follows: all the real and moveable property and bank and savings accounts of the Respondents except wedding rings, keepsakes, family photographs, diaries, journals, etc., and the property normally exempted in the lien process.

Liquidation of Collateral In the event of default, Secured Party Creditor shall have full power to privately or publicly sell, lease, lien, transfer, or otherwise deal with the collateral or proceeds or products therefrom, in her own name or in the name of Respondent(s)/DEBTOR. All expenses related to the liquidation of collateral shall become a part of DEBTOR's indebtedness. Secured Party Creditor may, at her discretion, transfer part or all of the collateral to her own name or to the name of her nominee.

Rights and Remedies Secured Party Creditor shall have all the rights and remedies of a secured creditor under the provisions of the Uniform Commercial Code, as it has been adopted in the state where part or all of the collateral is located or presumed to be located, including but not limited to the right to proceed with self-help with or without a public court or tribunal. Rights and remedies available to Secured Party

3 **NOTICE TO AGENT IS NOTICE TO PRINCIPAL NOTICE TO PRINCIPAL
IS NOTICE TO AGENT and APPLICABLE TO ALL SUCCESSORS AND
ASSIGNS**

Ziraili M Elbey | 2013

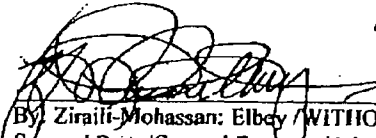
Any and all responses, notices, or correspondence regarding this matter shall be directed to the Secured Party, by U.S.P.S. Certified or Registered Mail, at the following address:

Ziraili M Elbey, Secured Party/Principal
9789 Charlotte Highway, Suite 400-191
Ft. Mill, SC [29707]

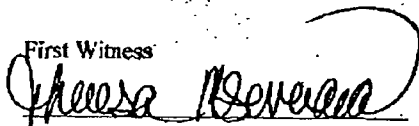
Service in any other manner will be deemed defective on its face.

Executed in the South Carolina, Republic, this 08 day of February in the year Two-thousand Thirteen.

Witness my hand and seal.


By, Ziraili-Mohassan: Elbey / WITHOUT PREJUDICE
Secured Party/General Executor/Administrator for
ZIRAILI M ELBEY ESTATE
c/o 9789 Charlotte Highway, Suite 400-191
Ft. Mill [29707]
(803)233-2665

First Witness

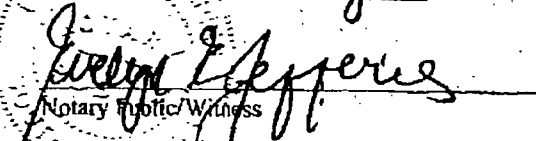


Second Witness



South Carolina State }
} ss JURAT
Lancaster County }

The foregoing instrument was subscribed and sworn to by: Ziraili-Mohassan: Elbey before me this 08 day of February, 2013.


Notary Public/Witness
SEAL: My Commission Expires May 28, 2020

4 NOTICE TO AGENT IS NOTICE TO PRINCIPAL NOTICE TO PRINCIPAL
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ASSIGNS

7010 2780 0002 1524 4205

NO POSTAGE
NECESSARY
IF MAILED
IN THE
UNITED STATES

Postage \$

Certified Fee

Return Receipt Fee
(Endorsement Required)

Restricted Delivery Fee
(Endorsement Required)

Total Postage & Fees \$

Postmark
Here
FEB 09 2013

Fort Mill SC

Sent to
Book Damage, Estate, Book & Gift
Street Address
or PO Box No. 3800 Fernside Rd, Se 110 P.O.
Columbia, SC 29210

PS Form 3800 July 2005 See Reverse for Instructions

7010 2780 0002 1524 4229

For delivery information visit our website at www.usps.com

Postage \$

Certified Fee

Return Receipt Fee
(Endorsement Required)

Restricted Delivery Fee
(Endorsement Required)

Total Postage & Fees \$

Postmark
Here
FEB 09 2013

Fort Mill SC

Sent to
Judge Philip E. Wright, Special Judge
Street Address
or PO Box No. 408 North Street (Main Street)
Lancaster, SC 29721

PS Form 3800 July 2005 See Reverse for Instructions

7010 2780 0002 1524 4212

For delivery information visit our website at www.usps.com

Postage \$

Certified Fee

Return Receipt Fee
(Endorsement Required)

Restricted Delivery Fee
(Endorsement Required)

Total Postage & Fees \$

Postmark
Here
FEB 09 2013

Fort Mill SC

Sent to
Self Hammond, Lancaster, SC. Clerk of Court
Street Address
or PO Box No. P.O. Box 1809
Lancaster, SC 29721-1809

PS Form 3800 July 2005 See Reverse for Instructions

7010 2780 0002 1524 4236

Postage \$

Certified Fee

Return Receipt Fee
(Endorsement Required)

Restricted Delivery Fee
(Endorsement Required)

Total Postage & Fees \$

Postmark
Here
FEB 09 2013

Fort Mill SC

Sent to
Nashwood Mktg LLC, Payoff Department
Street Address
or PO Box No. 360 Highland Drive
Lewisville, TX 75067

PS Form 3800 July 2005 See Reverse for Instructions

FORT MILL PO
FORT MILL, South Carolina
297152313
3613950935 -0096
02/09/2013 (803)547-2771 11:18:14 AM

Product Description	Sale Qty	Unit Price	Final Price
LEWISVILLE TX 75067			\$0.46
Zone-5 First-Class Letter			
0.53 oz.			
Expected Delivery: Tue 02/12/13			
00 Certified			\$3.10
Label #:	70102780000215244236		
Issue PVI:			\$3.56

LANCASTER SC 29721			\$0.46
Zone-1 First-Class Letter			
0.53 oz.			
Expected Delivery: Mon 02/11/13			
00 Certified			\$3.10
Label #:	70102780000215244229		
Issue PVI:			\$3.56

LANCASTER SC 29721			\$0.46
Zone-1 First-Class Letter			
0.83 oz.			
Expected Delivery: Mon 02/11/13			
00 Certified			\$3.10
Label #:	70102780030215244212		
Issue PVI:			\$3.56

COLUMBIA SC 29210			\$0.46
Zone-2 First-Class Letter			
0.53 oz.			
Expected Delivery: Mon 02/11/13			
00 Certified			\$3.10
Label #:	70102780000215244205		
Issue PVI:			\$3.56

Ziraili M Elbey | 2013

CERTIFICATE OF SERVICE

The undersigned hereby certifies that she is Ziraili M Elbey, Secured Party/Principal is of such age and discretion as to be competent to serve papers. That on the 08th February 2013 she served a copy of AFFIDAVIT OF COMMERCIAL OBLIGATION, and NOTICE OF FAULT AND OPPORTUNITY TO CURE by placing said copy in a postage paid envelope addressed to the following person(s) at the address stated below, which is the last known address, and by depositing said envelope and contents in the CERTIFIED U.S. Mail.

Party(ies) Served:

Nationstar Mortgage LLC, Payoff Department, - Certified Mail No. 701027000215244236
350 Highland Drive
Lewisville, Texas 75067

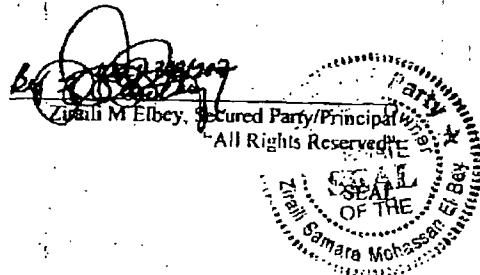
Brook Dangerfield, Esquire
Brock & Scott, PLLC
3800 Fernandina Rd, Suite 110
Columbia, South Carolina 29210
Certified No. 7102780000215244205

The Honorable Jeff Hammond
Post Office Box 1809
Lancaster, South Carolina 29721-1809
Certified No. 70102780000215244212

The Honorable Phillip E. Wright
408 North Main Street
Lancaster, South Carolina 29721
Certified No. 70102780000215244229

FILED
OFFICE OF CLERK
OF COURT
2013 FEB 11 PM 3:22
CLERK OF COURT
LANCASTER, SC

Dated: 8th February 2013
Indian Land/ Ft. Mill, South Carolina



5 NOTICE TO AGENT IS NOTICE TO PRINCIPAL NOTICE TO PRINCIPAL
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ASSIGNS

Ziraili M Elbey Settlor

Date: February 19th 2013

First Witness: Kelley J. [Signature]

Second Witness: [Signature]

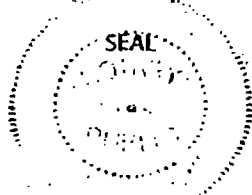
State: South Carolina)
County: York) ss

ACKNOWLEDGMENT

As a Notary Public for said State of South Carolina, I do hereby certify that on the 19 day of February 20 13, Ziraili M Elbey appeared before me and executed the foregoing. Witness my hand and seal:

[Signature]
Notary Public

My Commission Expires Sept. 10, 2013



Ziraili M Elbey
c/o 9789 Charlotte Highway, Suite #400-191
Fort Mill, South Carolina 29707-7784

Affiant

NATIONSTAR MORTGAGE LLC
350 Highland Drive
Lewisville, Texas 75067

Respondent

Re: **REDACTED**

Property Address: 13132 Wilburn Park Lane, Fort Mill, SC 29707

Page 2

NOTICE OF RECONVEYANCE

Re **REDACTED**

Payee: NATIONSTAR MORTGAGE LLC, 350 Highland Drive, Lewisville, TX 75067

Payor: ZIRAILI M ELBEY

I, Ziraili M Elbey "Settlor," state the facts contained herein are true, correct, complete and not misleading, to the best of my personal knowledge. I am Creditor for the legal fiction **ZIRAILI M ELBEY**, organization #**REDACTED**, and have PREPAID EXEMPT status as evidenced by the UCC-1 Financing Statement #2012005278:Book-Mort 2484 Pg:311-312 as the testimony of the Secretary of State SOUTH CAROLINA.

On May 29, 2006, Settlor's, signed for her legal fiction **ZIRAILI M ELBEY**, on a Deed of Trust recorded at Book 1486, Page 1 of Lancaster County, **ZIRAILI M ELBEY**, "BORROWER" was named that was named as Trustor to a trust presented by **THOMAS A. GIVENS, LLC., P.O. BOX 11784, Rock Hill SC 29731** that was named as Trustee, hereinafter, "TRUSTEE." The BORROWER as Trustor entrusted the Deed of Trust as a title to be held by the TRUSTEE until the loan #571007393 was paid to Option One Mortgage Corporation as Beneficiary. The Deed stated that the BORROWER as Trustors granted a list of measurements of a fictitious location, entitled legal description to Beneficiary, which became the property of the Beneficiary as the Grantee. Option One Mortgage Corporation later assigned the Deed to Nationstar Mortgage LLC, herein "Beneficiary."

The Settlor signed a Note for the BORROWER evidencing consideration, and delivered it to the TRUSTEE who accepted the Note as payment for the loan based upon Settlor's prepaid exempt status, thereby discharging the debt the BORROWER, as Trustor's, had with the Beneficiary. The TRUSTEE inadvertently failed to register the Note and therefore, the Lancaster County Recorder as Public Fiduciary will register and deliver this security to Beneficiary's agent, as evidence that the loan has been discharged for the public record and that the trust has been executed and hereby terminated. On February 9th the beneficiary was noticed by certified mail and given seven (7) days to record a FULL RECONVEYANCE to original TRUSTORS. In the event a FULL RECONVEYANCE is not recorded in ten (7) days, beneficiary consents that Ziraili M Elbey Settlor record the Reconveyance in Beneficiary's behalf.

Page 1

EXHIBIT "B"

Loan Number: [REDACTED]

Servicing Number: [REDACTED]

Date: 03/29/06

NOTE

13132 WILBURN PARK LN, FORT MILL, SC 29715-1598

(Property Address)

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$197,186.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is Option One Mortgage Corporation, a California Corporation. I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. Interest will be calculated on the basis of a 12-month year and a 30-day month. I will pay interest at a yearly rate of 7.99%. The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making payments every month. I will make my monthly payments on the first day of each month beginning on May 01, 2006. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My monthly payments will be applied to interest before principal. If, on April 01, 2036, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at Option One Mortgage Corporation
P.O. BOX 92103 LOS ANGELES, CA 90009-2103 or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$1,446.74

(C) Application of Payments

Payments received by the Note Holder will be applied in the following order: (i) prepayment charges due under this Note; (ii) amounts payable under paragraph 2 of the Security Instrument (defined below); (iii) interest due under this Note; (iv) principal due under this Note; and (v) late charges due under this Note.

4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note. I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be \$5.000% of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default. If I am in default, the Note Holder may require me to pay immediately the full amount of principal which has not been paid and all interest that I owe on that amount, together with any other charges that I owe under this Note or the Security Instrument.

(C) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(D) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

Loan Number: [REDACTED]

Refunding Number: [REDACTED]

Date: 03/29/06

7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. WAIVERS

I and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

10. SECURED NOTE

In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.


ELIZABETH M. ELBEY

SSN: [REDACTED]

(Seal)

-Borrower

SSN: ###-##-####

(Seal)

-Borrower

SSN: ###-##-####

(Seal)

-Borrower

SSN: ###-##-####

(Seal)

-Borrower

SSN: ###-##-####

(Seal)

-Borrower

SSN: ###-##-####

(Seal)

-Borrower

(Sign Original Only)

Loan Number: ~~222-123456~~

Servicing Number: ~~222-123456~~

Date: 03/29/06

**ALLONGE TO NOTE
(INVESTOR)**

This allonge makes reference to the following Note:

Borrowers: ZIRAYLI M ELEBY

Loan #: ~~222-123456~~

Property Address: 11132 WILBURN PARK LN, FORT MILL, SC 29715-1598

Loan Amount: \$197,186.00

Note Date: 03/29/06

Therefore, in reference to the captioned note, the following applies:

Pay to the order of:

Without Recourse

Option One Mortgage Corporation
A California Corporation

By: Sheila Soda

Assistant Secretary

Arely Angel

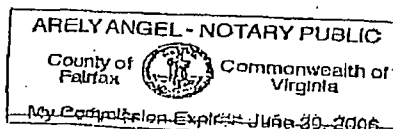


EXHIBIT "CH"

COUNTY OF LANCASTER
POOL NO. [REDACTED]
LOAN NO. [REDACTED]

1. The first step is to identify the problem or question that needs to be answered. This involves understanding the context and the specific information required.

ment-Interv.-Recorded

ASSIGNMENT OF REAL ESTATE MORTGAGE

located at 7595 IRVINE CENTER DRIVE, SUITE 100, IRVINE, CA 92618
hereby transfers, assigns and sets over without recourse unto
H & R BLOCK BANK FSB

its successors and assigns forever, that certain mortgage executed by
ZIRAILI M'ELBEY
to OPTION ONE MORTGAGE CORPORATION

Loan No.

BY: CANDICE KIRKLEY
BK:MORT 2265
PG:129-130

LOAN NO. **REDACTED**

In Witness Whereof, SAND CANYON CORPORATION FKA OPTION ONE MORTGAGE CORPORATION

caused these presents to be signed by MELISSA HIVELY
its VICE PRESIDENT and MELANIE HANSON
its ASSISTANT VICE PRESIDENT this 2nd day of JULY
2010, but effective the 29th day of MARCH, 2006

SAND CANYON CORPORATION FKA OPTION ONE MORTGAGE CORPORATION

Witness CARMEN RIVERA

BY Melissa Hively
MELISSA HIVELY
VICE PRESIDENT

Witness MISTYLIN HANSEN

BY Melanie Hanson
MELANIE HANSON
ASSISTANT VICE PRESIDENT

STATE OF IDAHO

COUNTY OF BONNEVILLE

} SS

On JULY 2, 2010 before me, KRYSTAL HALL
personally appeared MELISSA HIVELY
and MELANIE HANSON personally known to me
(or proved to me on the basis of satisfactory evidence) to be the persons
who executed the within instrument as VICE PRESIDENT
and ASSISTANT VICE PRESIDENT or on behalf of the Corporation
therein named and acknowledged to me that the Corporation executed it.

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

KRYSTAL HALL
NOTARY PUBLIC
STATE OF IDAHO

EXHIBIT

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

Page 2 of 2

J=HR8010109AI.s.02249

Book 2265 Page 130

KMJ TRUST [IRREVOCABLE BUSINESS ORGANIZATION] 2013

C/o Ziraili Mohassan El Bey, Grantor, Settlor & Trustee, 9789 Charlotte Hwy, #400-191, Ft. Mill, SC 29707

The Honorable Jeff Hammond
Lancaster County Clerk of Court
Post Office Box 1809
Lancaster, SC 29721-1809

H & R Block Bank v. Ziraili M Elbey et al.
Case No: 2011-CP-29-35

RE: Respondent's Answers Motion and Order to Restore Case#2011-CP-29-35 filed by Law Firm Brock & Scott, an Affidavit of Notice of Counter Claim filed by Respondent and further since Brock & Scott have request "no hearing" on Bank's Motion for Case#2011-CP-29-35 this Respondent finds it necessary to address the Lancaster Clerk of Court and further copy this letter to the Lancaster Register of Deeds, and the Lancaster County Sheriff in reference a unduly stress Homeowner that DEMANDS, 1) a better than best viable communication, and screening method/procedure between the Register of Deeds office and the Lancaster Court of Common Pleas, 2) to include, the Lancaster County Sheriff's office, as it relates to Mortgage Foreclosures in Lancaster County, SC in pursuing the proper enforcer "Holder" profile [UCC 36 § 1-201(21) of the "NOTE" and or the "Holder of the Instrument" according to the [South Carolina Uniform Commercial Code Statute SCCC] 36 § 3-301.]

Dear Honorable Jeff Hammond:-

As stated above, please find this Respondent's Answer to Plaintiff's Motion before the Lancaster Court of Common Pleas for Case#2011-CP-29-35. The Plaintiff in this foreclosure judgment before this Court requested "no hearing." The reason for the extended letter is because the Plaintiff's attorney requested "no hearing". The Respondent has assets in this property before this court and after multiple "tender of payments" still waits to receive valuable consideration.

As writer, Respondent, and as grantor transferred ownership to the KMJ TRUST an [IRREVOCABLE BUSINESS TRUST ORGANIZATION] now through a transfer and Warranty Deed [Instrument #2012002846], she is the Trustee. The KMJ TRUST is the current property owner as described in map number #0006M-0A-261 and in case#2011-CP-29-35.

There is no controversy. The writer believes that the South Carolina Court Legal System and the Lancaster Court Legal System upholds common-sense principles of fairness. For example, this legal system support puts legal teeth behind the concept that a borrower is required to pay only bona fide legal debts and that the "HOLDER" of that legal debt, not someone else, is the only one entitled to enforce the obligations of the "NOTE".

The South Carolina Uniform Commercial Code, or UCC, or know as South Carolina Code of Commerce (SCCC) is designed to implements these fairness principles. It contains protections for the borrower that

Date	Mortgage Servicers -NOT- the "HOLDER" According to UCC [cannot Legally Initiate Foreclosure]	Ineffective [Fraudulent] ASSIGNMENT	DATE Recorded In Lancaster Register of Deeds	NO ENDORSER ON "NOTE" According to UCC [cannot Legally Initiate Foreclosure]
04-29-2006	Option One Mortgage Corp ¹	✓	08-05-2010	✓
04-29-2006	H&R BLOCK BANK, FSB**	✓	08-05-2010	✓
11-10-2011	NATIONSTAR MORTG LLC	✓	Not Recorded	✓

simultaneously protect the "HOLDER", and vice versa. This UCC South Carolina statute also protects the borrower from someone not entitled to enforce the "NOTE"

Exhibit "C"

¹ ** Sand Canyon Corporation FKA Option One Mortgage Corporation[at the time BANKRUPT] stated that they registered [executed] Real Estate ASSIGNMENT with H & R Block Bank, FSB dated 04/29/2006 when in fact Lancaster ROD File, date: 08-05-2010, Inst#2010008401 BKMORT 2265, PG:129-130-by Notary, a Nationally known Mortgage ROBO signer & others on aforementioned ASSIGNMENT from H & R Block Bank, Plaintiff, 07-02-2010

KMJ TRUST [IRREVOCABLE BUSINESS ORGANIZATION] 2013

C/o Ziraili Mohassan El Bey, Grantor, Settlor & Trustee, 9789 Charlotte Hwy, #400-191, Ft. Mill, SC 29707

Further to the above, this writer since placing her "wet ink signature" on the mortgage documents at closing March 29, 2006 has maintain beneficial owner, entitlement holder until transfer to KMJ TRUST [IRREVOCABLE], and paid property taxes in Lancaster County, SC on property described in Map Number 0006M-DA-261 and same as described in case#2011-CP-29-35. Respondent has "SATISFIED" this mortgage lien and mortgage loan multiple of times see below:

BENEFICIAL OWNER	ENTITLEMENT HOLDER	MORTGAGE SATISFIED & RECORDED IN LANCASTER COUNTY LAND RECORDS
KMJ TRUST	KMJ TRUST	WARRANTY DEED filed ROD 02-25-2013 Instrument# 2012002846, BK:DEED 716, PG:249-253 To KMJ TRUST [IRREVOCABLE]
ZIRAILI M ELBEY	KMJ TRUST	MEMORANDUM OF TRUST TO TRANSFER REAL ESTATE filed 2-25-2013, ROD Instrument# 2013002847, BK:DEED 716, PG: 254-255 & WARRANTY DEED filed ROD 02-25-2013 Instrument# 2012002846, BK:DEED 716, PG:249-253
ZIRAILI M ELBEY [REDACTED] First Mortgage & Second Mortgage	ZIRAILI M ELBEY	UCC Instrument No: 2013000645, BK: MORT 2600, PG: 270-280 dated: 01-14-2013, \$241,940.00, [REDACTED] [never contracted with these folk] 350 Highland Drive, Lewisville, TX 75067
ZIRAILI M ELBEY [REDACTED] First Mortgage Mortgage Satisfied 10-29-2009	ZIRAILI M ELBEY	NOTICE OF RECONVEYANCE 2010002834 BK:MORT 2220, PG:72-77 dated: 3-17-2010 ; NOTICE of CONDITIONAL ACCEPTANCE #2009014160 BK: MORT 2176, PG 2-9 dated: 10-29-2009 - UCC Instrument # 2009014161, BK: MORT 2176, PG 10-10, \$197,186.00 [REDACTED], P.O. Box 650070 for "Full Set-off and Discharge of Payment - UCC 36 §§ 103,1-104.10-104.3-419 and Public Law 73-10, Chapter 48, 48 Stat 112-113
ZIRAILI M ELBEY [REDACTED] Second Mortgage Mortgage Satisfied 10-29-2009	ZIRAILI M ELBEY	NOTICE of RECONVEYANCE 2009014158 BK MORT: 2175; PG 343-350, dated: 10-29-2009 \$49,296.00 [REDACTED]
ZIRAILI M ELBEY [REDACTED] First and Second Mortgages Mortgage Satisfied 10-29-2009	ZIRAILI M ELBEY	2006004368 BK:DEED 329, PG:170 \$246,482.00 Dated 03-29-2006 - [REDACTED] [REDACTED] "Public Law 73- 10: CHAPTER 48, 48 STAT 112 Respondent's "wet ink" signature created the money.

KMJ TRUST [IRREVOCABLE BUSINESS ORGANIZATION] 2013

C/o Ziraili Mohassan El Bey, Grantor, Settlor & Trustee, 9789 Charlotte Hwy, #400-191, Ft. Mill, SC 29707

Mr. Hammond, Lancaster Clerk of Court, this writer is sure the situation she finds herself in is not unique to this Court or other counties in South Carolina or across this country, however, no property beneficial owner and entitlement holder of this county should ever have to endure what Respondent has dealt with unscrupulous foreclosure mill law firms who's interest is the mislead the Court and evict as many property land owner in the process.

Mr. Hammond to save the Court and Judges time, the Respondent might suggest some sort of screening process before a foreclosure attorney or law firm is allowed to file a Foreclosure Complaint with the Lancaster Court of Common Plea. There are three ways a person becomes entitled to enforce the NOTE². Further suggest, that before accepting mortgage foreclosure complaints from untrustworthy law firms and attorneys representing banks, mortgage servicers that have no standing, that file ineffective [fraudulent] Assignments with Lancaster Register of Deeds office. This monitoring system or "Right to Foreclose" attorney screening would lessen undue homeowner stress, illegal homeowner evictions in this county and allow the Lancaster's Sheriff's office to concentrate on more county criminal activity.

Dated: August 5, 2013

Printed: Ziraili Mohassan Elbey,
Respondent In Proprio Personam
(not "Pro Se")

"All Rights Reserved"

Cc: File
Lancaster Register of Deeds
Lancaster Sheriff's Office

² UCC 36 §3-301 of the SCCC – Physical possession is important for all three ways. 1) Current possession is required for 36 § 3-301(i) and (ii), 2) Past possession is required for 36 § 3-301(iii) and 3) Status of each prior transferee of a Note is necessary to understanding whether the person currently asserting "HOLDER" status actually has the right to enforce the Note. Why? Physical possession of the Note is the only way you can inspect the entire Note — front, back, endorsements, and allonges (if physically attached; copies, paper-clipped pages or loose pages separate from the Note do not count). And, Proper indorsement, by a person who was a holder when the indorsement was made. (e.g. a person who was the HOLDER" only in 2005 cannot be an indorser in 2007. Facts evidencing that the transferor intended to voluntarily deliver 100% of it rights, including the right to enforce the NOTE, to the transferee, and that the transferor retained no rights of any kind in the Note. Remember, only the "HOLDER" can transfer "HOLDER" status, and then only if it transfers 100% of all right and interest in the Note.

"Holder" profile is defined in 36 § 1-201(21), but right to enforce means more. Other UCC parts define which person in possession of the Note may enforce it. Facts that supersede physical possession must be proven because mere possession does not, in itself, prove "HOLDER" status. 36 § 3-201(a) states that "negotiation" by transfer is necessary to "HOLDER" status and so on.

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

H & R BLOCK BANK, FSB,

Plaintiff,

v.

Ziraili M Elbey© aka Ziraili Mohassan El Bey
aka Ziraili Mohassan El Bey©, WKFC Living
Trust Under Trust Agreement Dated June 4,
2010, by and through its Trustee, Wellesley K.
Clayton and American Home Mortgage
Servicing, Inc. sbm to Option One Mortgage
Corporation

Respondent(s).

Case No. 2011-CP-29-00035

**MOTION TO VACATE JUDGMENT
OF FORECLOSURE AND SALE
FILED ON AUGUST 22, 2012**

Respondent, Ziraili M Elbey respectfully under SCRCP 43(k) moves the court for an order vacating the Judgment of Foreclosure and Sale on August 22, 2012 as per Plaintiff's Agreement in writing. May this court find the attached South Carolina Civil Court Form 4 which shows all of the particularities to include the payoff Agreement, the Settlement of Accounts and the UCC Financing Statement Amendment dated January 14, 2013, according to (SCCC) Sections 36 § 3-415, 36 § 3-501-3-601, 36 § 3-605 for discharge pursuant to Financial Accounting Standards, FASB 39,95 and 140 to satisfy Case # 2011-CP-29-00035, in this matter.

"without recourse"



Ziraili M Elbey, *In Propria Persona*

"All Rights Reserved"

Printed: Ziraili Mohassan Elbey, Respondent (not "ProSe" [sic])

Mailing Address: 9789 Charlotte Highway

Suite 400-191

Ft. Mill, South Carolina 29707

CERTIFICATION OF MAILING

The undersigned hereby certifies that she is Ziraili-Mohassan: Elbey, Secured Party/Principal is of such age and discretion as to be competent to serve papers. That on the August 2013 she served a copy of **MOTION TO VACATE JUDGMENT OF FORECLOSURE & SALE FILED ON AUGUST 22, 2012, plus completed SOUTH CAROLINA FORM 4** by placing said copy in a postage paid envelope addressed to the following person(s) at the address stated below, which is the last known address, and by depositing said envelope and contents in the U.S. Mail.

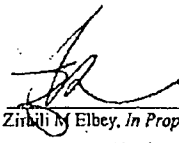
Party(ies) Served:

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

The Honorable Jeff Hammond
Post Office Box 1809
Lancaster, South Carolina 29721-1809

The Honorable Phillip E. Wright
408 North Main Street
Lancaster, South Carolina 29721

Dated: 06 August, 2013
9789 Charlotte Highway, Suite 400-191
Ft. Mill, South Carolina


Ziraili M. Elbey, In Propria Persona
"All Rights Reserved"

FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2011 - CP - 29 - 00035
Ziraili M. Elbey a/k/a Ziraili Mohassan Elbey, WKFC
Living Trust Under Trust Agreement Dated June 4, 2010
by and through its Trustee Wellesley K. Clayton and
American Home Mortgage Servicing, Inc. s/b/m to
Option One Mortgage Corporation

PLAINTIFF(S)

DEFENDANT(S)

CHECK ONE:

- ☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☐ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ☒ **ACTION DISMISSED (CHECK REASON):** ☐ Rule 12(b), SCRCP; ☐ Rule 41(a), SCRCP (Vol. Nonsuit); ☒ Rule 43(k), SCRCP (Settled); ☒ Other \$233,312.88 Satisfied ([see] attached Statement of Accounts)
- ☐ **ACTION STRICKEN (CHECK REASON):** ☐ Rule 40(j), SCRCP; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other
- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other
NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED:

- ☒ See attached order. (Formal order to follow)
☐ Statement of Judgment by the Court:

Dated at _____, South Carolina, this _____ day of _____, 20____.

PRESIDING JUDGE

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

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

CLERK OF COURT

RECORDING REQUESTED BY

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

Name: Ziraili M Elbey

Street Address: 9789 Charlotte Hwy, Ste 400-191

City, State & Zip code: Ft. Mill, South Carolina 29707

TITLE ORDER NO. _____ ESCROW NO. 9723536795

2013002511

DEED NO CHARGE
RECORDING FEES

\$0.00

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

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

BK: DEED 715

PG: 233-251

2013002512

SATISFACTION MORTGAGE
RECORDING FEES

\$5.00

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

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

BK: MORT 2618

PG: 242-260

SATISFIED

MTG BK 2600 PG 270

DATE 2-19-2013

REGISTER OF DEEDS
LANCASTER COUNTY, SC

SPACE ABOVE THIS LINE FOR RECORDERS USE

DEED OF FULL RECONVEYANCE

Whereas, Ziraili M Elbey, the Trustee is, under the Deed of Trust dated March 19, 2006, made and executed by ZIRAILI M ELBEY as Trustor(s) to Ziraili M Elbey as beneficiary and recorded as Instrument No. 2013000545 on 01/14/2013, in Book 2600 at Page 270-280 of the Office Records in the Office of the Recorder of LANCASTER County, State of South Carolina having received from Beneficiary is under said Deed of Trust a written request to reconvey, reciting that all sums secured by said Deed of Trust have been fully paid, and said Deed of Trust and the note or notes secured thereby having been surrendered to the Trustee is for cancellation, do I hereby reconvey, without warranty, to the person or persons legally entitled thereto, all right, title and interest heretofore acquired and now held by said Trustee under said Deed of Trust, in the real property commonly know as 13132 Wilburn Park Lane situated in the County of LANCASTER, State of South Carolina, and more particularly described as follows:
SEE ATTACHED

Date: 2/19/13

First Witness: Keldin Japp

Second Witness: Debbie Allen

Ziraili M Elbey as Trustee/Trustor

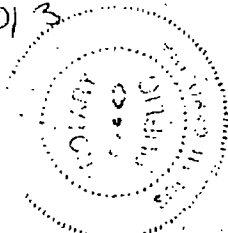
STATE OF South Carolina
COUNTY OF York

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

Witness my hand and official seal.

Signature Kisha White (SEAL)

Sharon Sept 10, 2013



Book 2618 Page 242



CAPACITY CLAIMED BY SIGNER(S)
☒ INDIVIDUAL(S) Ziraili M Elbey
☐ CORPORATE
OFFICER(S)
☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
☐ ATTORNEY IN FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☒ OTHER: Notary Public

SIGNER IS REPRESENTING:
Name of Person(s) Represented

FILED
OFFICE OF CLERK
OF COURT

2013000645

UCC - LAND
RECORDING FEES

\$17.00

PRESENTED & RECORDED:

01-14-2013 03:22 PM

JOHN LANE

REGISTER OF DEEDS

LANCASTER COUNTY, SC

By: CANDICE PHILLIPS DEPUTY

BK:MORT 2600

PG:270-280

Case# 2011-CP-29-35

UCC FINANCING STATEMENT AMENDMENT 14 PM 3:51

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

Ziraili Samara- Mohassan: El-Bey

CLERK OF COURT
LANCASTER, SC

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Nationstar Mortgage LLC, Attn: Payoff Department
350 Highland Drive
Lewisville, Texas 75067

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #

2012005278:Book:Mort 2484 Pg:311-312

1b. THIS FINANCING STATEMENT AMENDMENT is
to be filed (for record) (or recorded) in the
REAL ESTATE RECORDS.

2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

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

4. ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c, and also give name of assignor in item 8.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects ☐ Debtor or ☐ Secured Party of record. Check only one of these two boxes.
Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

☐ CHANGE name and/or address: Give current record name in item 6a or 6b, also give new name (if name change) in item 7a or 7b and/or new address (if address change) in item 7c. ☐ DELETE name: Give record name to be deleted in item 6a or 6b. ☐ ADD name: Complete item 7a or 7b, and also item 7c, also complete items 7d-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME

NATIONSTAR MORTGAGE LLC, PAYOFF DEPARTMENT:DEBTOR

OR 6b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

NATIONSTAR MORTGAGE LLC, PAYOFF DEPARTMENT:DEBTOR

OR 7b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

7c. MAILING ADDRESS

350 HIGHLAND DRIVE

CITY
LEWISVILLE

STATE

POSTAL CODE

COUNTRY

TX

75067

USA

7d. TAX ID # SSN OR EIN

ADD. INFO RE
ORGANIZATION
DEBTOR

7e. TYPE OF ORGANIZATION

LLC

7f. JURISDICTION OF ORGANIZATION

USA

7g. ORGANIZATIONAL ID #, if any

☒ NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral ☐ deleted or ☐ added, or give entire ☐ retained collateral description, or describe collateral ☒ assigned.

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

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

9a. ORGANIZATION'S NAME

OR 9b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

El-Bey: Secured Party

Ziraili

Samara Mohassan

10. OPTIONAL FILER REFERENCE DATA

Authorized Representative:

FILING OFFICE COPY — NATIONAL UCC FINANCING STATEMENT AMENDMENT (FORM UCC3) (REV. 07/28/99)

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

UCC FINANCING STATEMENT AMENDMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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

2012005278:Book:Mort 2484 Pg:311-312

12. NAME OF PARTY AUTHORIZING THIS AMENDMENT (same as item 7 on Amendment form)

12a. ORGANIZATION'S NAME

OR

12b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME, SUFFIX

El-Bey:Secured Party

Zirilli

Samara Mr

13. Use this space for additional information

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

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

Registered No. RA270704656US		Date Stamp	
To Be Completed By Post Office	Reg. Fee	\$11.75	0935
	Handling Charge	\$0.00	05
	Postage	\$1.00	12/24/12
	Return Receipt	\$2.35	
	Restricted Delivery	\$0.00	
Received by			
Customer Must Declare Full Value \$		Domestic insurance up to \$25,000 is included based upon the declared value. International indemnity is limited. (See Reverse).	
OFFICIAL USE			
To Be Completed By Customer (Please Print) All Entries Must Be In Ballpoint or Typed	FROM	29/12	
	TO	Zivahli Mollusani El Bay 8508 Park Rd # 182L Charlotte, NC 28210 Nationsstar Martz LLC Payoff Dept 350 Highland Drive Lewisville, TX 75067	

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

FORT HILL PO
 FL MILL, South Carolina
 297152313
 3613950935 -0097
 12/24/2012 (803)547-2771 11:20:26 AM

Product Description	Sales Receipt Sale Unit Qty Price	Final Price
LEWISVILLE TX 75067		\$1.30
Zone-5 First-Class Large Env		
2.50 oz.		
Expected Delivery: Thu 12/27/12		
Return Rcpt (Green Card)		\$2.35
Registered		\$11.75
Insured Value	\$100.00	
Article Value	\$100.00	
Label #	RA270704656US	
Issue PVI:		\$15.40
Total:		\$15.40

Paid by:
 VISA
 Account #: XXXXXXXXXXXXX0149
 Approval #: 087757
 Transaction #: 466
 23 903230951

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

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

Get your mail when and where you want it with a secure Post Office Box. Sign up for a box online at usps.com/poboxes.

Bill #: 1000302517833
 Clerk: 05

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

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

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YOUR OPINION COUNTS

Customer Copy

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

Statement Date: November 15, 2012

Payoff Statement Amended

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

Mortgagor(s) ZIRAILI ELBEY

Property Addr: 13132 WILBURN PARK LN
FORT MILL, SC 29707

Loan Nr: REDACTED

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

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

Interest Paid to Date: 2/01/10

Next Payment Due Date: 3/01/10

QUOTE DETAIL

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

Prin and Interest	1,446.74
Mthly Escrow Pymt	.01

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

Balance Due	241,936.08
By 11/30/12	

Mortgage Payment	1,446.75
------------------	----------

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

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

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

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

[illegible]

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

EXHIBIT "A"

All that certain piece, parcel or lot of land located in Lancaster County, South Carolina, and being designated as Lot 261 on that certain Plat of Clairemont, Phase 2, Map 5, prepared by Yarbrough, Williams & Houle, Inc. dated January 18, 2005, and recorded January 28, 2005, as Plat Doc #2005 at Page 0047 in the Office of the Clerk of Court for Lancaster County, South Carolina.

Also being shown as Lot 261 of Clairemont on a Plat of Ziraili Elbey prepared by Hucks and Associates, PC, dated March 3, 2006, and recorded in Plat Doc ~~2006~~ at Page 198.

This being the identical property conveyed to the mortgagor herein by deed from The Ryland Group, Inc. dated March 29, 2006 and recorded April 7, 2006, in Record Book 329, at Page 170.

Ziraili Elbey | 2013

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

From: Ziraili Elbey

REDACTED

To: NATIONSTAR MORTGAGE LLC

Subj: CONDITIONAL ACCEPTANCE AND REQUEST REGARDING AUTHENTIC STATEMENT
REGARDING ACCOUNTING

Encl: (1) Request regarding Authentic Statement of Account

1. I am in receipt of your payoff letter dated 11/15/2012 and I conditionally accept your bill for \$241,940.00 upon my receipt of a verified claim to my office signed by an authorized representative from your Company, submitted with the following proofs for consideration:

(a) Proof. I agree to pay your claim of \$241,940.00 upon proof that the account no **REDACTED** is not satisfied and paid in full and reflecting a zero balance due. To validate your claim you are required within 14 days to correct the following true statements; or rebut the following statements as being untrue; or agree, consent, and assent to the statements as fact, by remaining silent.

STATEMENT OF FACTS

(1) On November 15, 2012 an offer for discount payoff price of \$241,936.00 was sent to the law firm of Brett M. Shockley, attorney with McGuireWoods LLP, 201 N. Tryon Street, Suite 3000, Charlotte, NC 28202 on behalf of NATIONSTAR MORTGAGE, LLC.

(2) On November 27, 2012 Brett M. Shockley, attorney with McGuireWoods, LLP, 201 N. Tryon Street, Suite 3000, Charlotte, N.C. 28202 on behalf of NATIONSTAR MORTGAGE, LLC payoff statement was sent to us by email. On December 13, 2012 the payoff statement was printed-out and delivered to accounts payable.

(3) On December 24, 2012 payment was posted and mailed by **REGISTERED MAIL** to NATIONSTAR MORTGAGE, LLC, Attn: Payoff Department, 350 Highland Drive, Lewisville, TX 75067. See PS Form 3806, Receipt for Registered Mail [exhibit A]; and Form 3811 Domestic Return Receipt RA270704656US [exhibit B]

(4) There exists no evidence or certification of dishonour to the tender and therefore the facts establish that the final credit to the account is made and the balance is adjusted to zero

(5) The account for the total sum of 241,940.00 is now paid in full.

(b) Verification. Your claim must be verified to prove the validity, by presenting the alleged obligation under oath or notary

Page 1

2013

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

Request regarding Authentic Statement of Account
OCC Article 9 § 9-210

I hereby certify and confirm this to be a true and correct statement of accounting as received by your office January 02/2013.

[illegible]

Please within 14 days approve or correct this statement. Any corrections hereto must be submitted in writing, under oath and under the penalty of perjury, and full commercial liability (where otherwise not prohibited by law).

First Witness

Without Recourse UCC 1-308/207

By: Zirail Elbey SEAL
Secured Party Creditor

Second Witness

Date: January 18, 2013

Book 2618 Page 245

3.

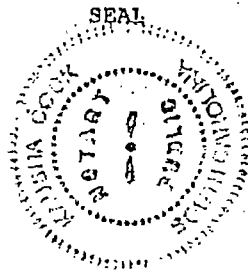
9789 Charlotte Highway, Suite 400-191, Ft. Mill, SC 29707

State of South Carolina)
) ss
Lancaster County)

Embossed Hereon is My
State of South Carolina Notary Public Seal
My Commission Expires April 4, 2022
KAUSHA COOK

Kauska Cook
Notary Public

Commission Expires Apr. 1972



Ziraatçı Elbey 2013

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

seal, and signed by an Officer of NATIONSTAR MORTGAGE, LLC Company, under penalty of perjury as to accord with impartiality honesty and integrity.

2. This is an un rebutted statement of facts. Your response is not required, however if you fail to rebut these statements within 14 days then it shall certify your consent, assent, and agreement to the statements as true, correct, complete, and not misleading.

3. Additionally all further communications to our office shall be made only by an Officer of NATIONSTAR MORTGAGE, LLC, signed in Ink, including the Title and Name of individual verifying the data and affirming it's accuracy and authenticity. Please cease and desist all communications that are not signed in accordance with the provisions made herewith. The failure to do so constitutes a prejudice to my rights and is damaging to me.

Therefore, should we continue to receive unsigned communication from your office, it shall constitute your agreement to compensate us for this predetermined sum of \$10,000.00 per document.

Sincerely,

Without Recourse UCC 1-308/207

First Witness James Crocker

Second Witness *Kenneth Cook*

By: Ziraili Elbey SEAL
Secured Party Creditor

JURAT/ACKNOWLEDGMENT

State of South Carolina)
) ss
Lancaster County)

On this 15th day of JANUARY AD 2013 Signor did personally appear before me, is known to be the person operating in the requisite capacity for signature described herein, who executed the foregoing, acknowledged the contents thereof; and executed the same as her free act and deed. Subscribed, sworn and agreed to before the undersigned.

James L. Cook
Notary Public.

Commission Expires *April 4 2022*

Embossed Hereon Is My
State of South Carolina Notary Public Seal
My Commission Expires April 4, 2022
KAUSHA COOK

SEAL.

Page 2

SENDER. COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. - Print your name and address on the reverse so that we can return the card to you. - Attach this card to the back of the mailpiece, or on the front if space permits.	A. Signature Nationstar Mail Room B. Received by (Printed Name) C. Date of Delivery JAN 22 2013 D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No
1. Article Addressed to: NATIONSTAR MORTGAGE LLC Payoff Department 350 Highland Drive Lewisville, TX 75067	3. Service Type ☒ Certified Mail ☐ Express Mail ☐ Registered ☒ Return Receipt for Merchandise ☐ Insured Mail ☐ C.O.D.
2. Article Number (Transfer from service label) 7010 2780 0002 1524 4373	4. Restricted Delivery? (Extra Fee) ☐ Yes

PS Form 3811, February 2004 Domestic Return Receipt 102300-02-M-1540

U.S. Postal Service
CERTIFIED MAIL™ RECEIPT
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OFFICIAL USE

Postage	\$0.65
Certified Fee	\$2.95
Return Receipt Fee (Endorsement Required)	\$2.35
Restricted Delivery Fee (Endorsement Required)	\$0.00
Total Postage & Fees	\$5.95

Postmark Here
JAN 19 2013
01/19/2013

Sent to
NATIONSTAR MORTGAGE LLC - Payoff Department
Street Apt. No. or PO Box No. **350 Highland Drive**
City, State, ZIP+4® **Lewisville, TX 75067**

PS Form 3800, March 2012

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF LANCASTER

C/A NO.: 2011-CP-29-00035

H&R Block Bank,
Plaintiff

vs.

Ziraili M. Elbey a/k/a Ziraili Mohassan El Bey,
WKFC Living Trust Under Trust Agreement
Dated June 4, 2010 by and through its Trustee
Wellesley K. Clayton and American Home
Mortgage Servicing, Inc. s/b/m to Option One
Mortgage Corporation,
Defendant(s).

MOTION AND ORDER INFORMATION FORM
AND COVER SHEET

Plaintiff(s) Attorney:

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

Defendant(s) Attorney:

Brook & Scott, PLLC
3800 Fernandina Road, Suite 100
Columbia, SC 29210

- () MOTION HEARING REQUESTED (attach written motion and complete Sections I and III)
(X) FORM MOTION, NO HEARING REQUESTED (complete Sections II and III)
() PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)

SECTION I: Hearing Information

Nature of Motion:

Estimated Time Needed:

Court Reporter Needed: ☐ YES / ☒ NO

SECTION II: Motion Type

- () Written motion attached
(X) Form Motion/Order
I hereby move for relief or action by the court as set forth in the attached proposed order.

Signature of Attorney, Plaintiff / Defendant

Date Submitted

SECTION III: Motion Fee

- (X) Paid - Amount: \$25.00
() Exempt
☐ Motion for Stay in Bankruptcy
☐ Rule to Show Cause in Child or Spousal Support
☐ Domestic Abuse or Abuse and Neglect
☐ Indigent Status
☐ State Agency v. Indigent Party
☐ Sexually Violent Predator Act
☐ Post-Conviction Relief
☐ Motion for Publication
☐ Motion for Execution (Rule 69, SCRPC)
☐ Proposed order submitted at request of the court; or, reduced to writing from motion made in open court per judge's instructions

Name of Court reporter:

☐ Other:

JUDGE'S SECTION

- ☐ Motion fee to be paid upon filing of the attached order.
☐ Other:

JUDGE

Code:

Date:

10-19401

STATE OF SOUTH CAROLINA

COUNTY OF LANCASTER

H&R Block Bank,

Plaintiff,

vs.

Ziraili M. Elbey a/k/a Ziraili Mohassan El Bey,
WKFC Living Trust Under Trust Agreement
Dated June 4, 2010 by and through its Trustee
Wellesley K. Clayton and American Home
Mortgage Servicing, Inc. s/b/m to Option One
Mortgage Corporation,

Defendant(s).

IN THE COURT OF COMMON PLEAS

CASE NO.: 2011-CP-29-00035

MOTION AND ORDER TO RESTORE

Chad W. Burgess, of Brock & Scott, PLLC, Attorneys for the Plaintiff, has moved before this Court to restore the above-captioned case. Based upon the record in this case, I make the following findings of salient fact and conclusion of law:

1. In the above-captioned action, at the request of the Plaintiff, the case was stricken from the file book by an Order of Stay filed previously with the Lancaster County Clerk of Court due to the Defendant, Ziraili M. Elbey (a/k/a Ziraili Mohassan El Bey) filing under Chapter 13 of the United States Bankruptcy Code.

2. The said Defendant has been discharged by order of the Bankruptcy Court dated January 14, 2013 (a copy attached hereto as Exhibit "A").

3. In the interest of judicial economy, justice and equity and for good cause shown, this case shall be restored pursuant to the Chief Justices' Administrative Order issued June 5, 1992.

4. This case has been referred to Mr. Phillip E. Wright, Special Referee for Lancaster County for final disposition, and a final hearing shall be held at such date and time as may hereinafter be set.

THEREFORE, based upon the motion of Chad W. Burgess, of Brock & Scott, PLLC, Attorney for the Plaintiff, and upon my review of the record in this case,

IT IS ORDERED that the above-captioned action shall be restored to the file book and active case roster.

10-19401

AND IT IS SO ORDERED.

Date: _____

Presiding Judge/Clerk of Court
Lancaster County, South Carolina

I SO MOVE:


Brian L. Campbell, SC Bar No. 74521
Suzanne E. Brown, SC Bar No. 76440
Jason L. Branham, SC Bar No. 72902
Chad W. Burgess, SC Bar No. 72520
J. Marshall Swails, SC Bar No. 79067
Sarah B. Oliver, SC Bar No. 80165
J. Martin Page, SC Bar No. 100200
Brook Dangerfield, SC Bar No. 77912
Marc S. Asbill, SC Bar No. 100332
January N. Taylor, SC Bar No. 80069
Travis E. Menk, SC Bar No. 79144
Mark A. Pearson, SC Bar No. 15926
Brock & Scott, PLLC
3800 Fernandina Road, Suite 100
Columbia, SC 29210
Phone: 803-454-3540
Attorneys for Plaintiff

I REFUSE TO ACCEPT YOUR OFFER
TO CONTRACT

10-19401

CERTIFICATION OF MAILING

The undersigned hereby certifies that she is Ziraili-Mohassan: Elbey, Secured Party/Principal is of such age and discretion as to be competent to serve papers. That on the August 2013 she served a copy of **RETURNING PLAINTIFF'S MOTION AND ORDER & A REFUSAL TO ACCEPT PLAINTIFF'S OFFER TO CONTRACT** by placing said copy in a postage paid envelope addressed to the following person(s) at the address stated below, which is the last known address, and by depositing said envelope and contents in the U.S. Mail.

Party(ies) Served:

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

The Honorable Jeff Hammond
Post Office Box 1809
Lancaster, South Carolina 29721-1809

The Honorable Phillip E. Wright
408 North Main Street
Lancaster, South Carolina 29721

Dated: 10th August, 2013
9789 Charlotte Highway, Suite 400-191
Ft. Mill, South Carolina

Ziraili M Elbey, *In Propria Persona*
"All Rights Reserved"

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

6th

JUDICIAL CIRCUIT

COUNTY OF Lancaster

CASE NO.: 2011-CP-29-35

H & R Block Bank

**MOTION AND ORDER INFORMATION
FORM AND COVERSHEET**

Plaintiff,

vs.

Ziraili M Elbey, In Propria Persona

Defendant.

Plaintiff's Attorney: Chad W. Burgess, Bar No. ESQ Address: Brock & Scot Law Firm, 3800 Fernandina Rd, Ste 110 Phone: 803-454-3540 Fax 803-454-3541 E-mail: Other:	Defendant's Attorney: Ziraili M Elbey, Bar No. In Propria Persona Address: Return Address: 9789 Charlotte Hwy, Ste 400-191 Phone: 803-233-2665 Fax 866-408-8863 E-mail: arnold.miser@gmail.com Other:
☐ MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III) ☐ FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III) ☒ PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)	
SECTION I: Hearing Information Nature of Motion: Respondent's Motion to Vacate Order Estimated Time Needed: Court Reporter Needed: ☐ YES/ ☐ NO	
SECTION II: Motion/Order Type ☐ Written motion attached ☒ Form Motion/Order I hereby move for relief or action by the court as set forth in the attached proposed order. Signature of Attorney for ☐ Plaintiff / ☒ Defendant 08/06/2013 Date submitted	
SECTION III: Motion Fee ☒ PAID - AMOUNT: \$ 25.00 ☐ EXEMPT: (check reason) ☐ Rule to Show Cause in Child or Spousal Support ☐ Domestic Abuse or Abuse and Neglect ☐ Indigent Status ☐ State Agency v. Indigent Party ☐ Sexually Violent Predator Act ☐ Post-Conviction Relief ☐ Motion for Stay in Bankruptcy ☐ Motion for Publication ☐ Motion for Execution (Rule 69, SCRCP) ☐ Proposed order submitted at request of the court, or, reduced to writing from motion made in open court per judge's instructions Name of Court Reporter: ☐ Other:	
JUDGE'S SECTION ☐ Motion Fee to be paid upon filing of the attached order. ☐ Other:	JUDGE CODE _____ Date: _____
CLERK'S VERIFICATION Collected by: _____ Date Filed: _____ ☐ MOTION FEE COLLECTED: \$ _____ ☐ CONTESTED - AMOUNT DUE: \$ _____	

August 6, 2013

The Honorable Jeff Hammond
Clerk of Court for Lancaster County
P.O. Box 1809
Lancaster, South Carolina 29721-1809

RE: H & R BLOCK BANK, FSB v. Ziraili M Elbey© aka Ziraili Mohassan El Bey©

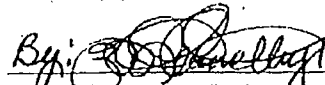
Dear Mr. Hammond:

Enclosed are an original and one copy of Respondent's Motion to Vacate Judgment of Foreclosure and Sale Filed on August 22, 2012, a proposed Order and Certificate of Service in the above matter. Please file the original documents and return clocked copies to me in the envelope provided for your convenience.

This matter has been referred to the Honorable Philip E. Wright, Special Referee for Lancaster County.

Thank you for your assistance in this matter.

Sincerely yours,

By: 

Ziraili M Elbey *In Propria Persona*
"All Rights Reserved"

Printed: Ziraili Mohassan Elbey, Respondent (not "ProSe" [sic])
Mailing Address: 9789 Charlotte Highway
Suite 400-191
Ft. Mill, South Carolina 29707

Enclosures as stated:

Cc:

The Honorable Philip E. Wright
408 North Main Street
Lancaster, SC 29721

Mr. Chad W. Burgess, Esquire
Brock & Scott Law Firm
3800 Fernandina Rd., Suite 110
Columbia, SC 29210

10-19401

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

H & R BLOCK BANK, FSB,

Plaintiff,

v.

Ziraili M Elbey© aka Ziraili Mohassan El Bey
aka Ziraili Mohassan El Bey©, WKFC Living
Trust Under Trust Agreement Dated June 4,
2010, by and through its Trustee, Wellesley K.
Clayton and American Home Mortgage
Servicing, Inc. sbm to Option One Mortgage
Corporation

Respondents.

Case No. 2011-CP-29-35

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

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

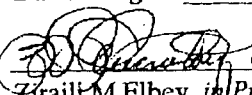
In any event, the evidence before this court, Respondent prays the court views in the light most favorable to Respondent, as Plaintiff fails to establish all elements essential to restore based on South Carolina contract law. Respondent refuses offer to contract.

VERIFICATION

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

Dated: August 08th, 2013, A.D.

By:



Ziraili M Elbey, *in Propria Persona*
"All Rights Reserved"

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

CERTIFICATION OF MAILING

The undersigned hereby certifies that she is Ziraili-Mohassan: Elbey, Secured Party/Principal is of such age and discretion as to be competent to serve papers. That on the date of August 08 2013 she served a copy of **RESPONDENT'S REFUSES OFFER TO CONTRACT & ACCOMMODATION WITH PLAINTIFF'S MOTION & ORDER TO RESTORE TO INCLUDE PLAINTIFF'S FORM 4** by placing said copy in a postage paid envelope addressed to the following person(s) at the address stated below, which is the last known address, and by depositing said envelope and contents in the CERTIFIED U.S. Mail.

Party(ies) Served:

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

The Honorable Jeff Hammond
Post Office Box 1309
Lancaster, South Carolina 29721-1809

The Honorable Phillip E. Wright
408 North Main Street
Lancaster, South Carolina 29721

Dated: 08th August
9789 Charlotte Highway, Suite 400-191
Ft. Mill, South Carolina



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

SEAL

FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2011-CP-29-00035

H&R Block Bank

PLAINTIFF(S)

Ziraili M. Elbey a/k/a Ziraili Mohassan El Bey, WKFC
Living Trust Under Trust Agreement Dated June 4, 2010
by and through its Trustee Wellesley K. Clayton and
American Home Mortgage Servicing, Inc. s/b/m to Option
One Mortgage Corporation

DEFENDANT(S)

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

Attorney for: ☒ Plaintiff ☐ Defendant
or
☐ Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

- ☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☐ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ☐ **ACTION DISMISSED (CHECK REASON):** ☐ Rule 13(b), SCRPC; ☐ Rule 41(a), SCRPC (Vol. Nonsuit); ☐ Rule 43(k), SCRPC (Settled); ☒ Other
- ☐ **ACTION STRICKEN (CHECK REASON):** ☐ Rule 49(j), SCRPC; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore, 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 REGARDING THIS APPEAL

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

ORDER INFORMATION

This order ☐ ends ☒ does not end the case.

Additional Information for the Clerk: Motion and Order to Restore

INFORMATION FOR THE JUDGMENT INDEX

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
H&R Block Bank	Ziraili M. Elbey (a/k/a Ziraili Mohassan El Bey)	\$233,312.88

If applicable, describe the property, including tax map information and address, referenced in the order:
All that certain piece, parcel or lot of land located in Lancaster County, South Carolina, and being designated as Lot 261 on that certain Plat of Clairemont, Phase 2, Map 5, prepared by Yarbrough, Williams & Houle, Inc. dated January 18, 2005, and recorded January 28, 2005, as Plat Doc #2005 at Page 0047 in the Office of the Clerk of Court for Lancaster County, South Carolina.

Also being shown as Lot 261 of Clairemont on a Plat of Ziraili Elbey prepared by Hucks and Associates, PC, dated March 3, 2006, and recorded in Plat Doc 2006 at Page 198.

10-19401

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

FILED
OFFICE OF CLERK
OF COURT
2011 AUG 20 PM 4:22
CLERK OF COURT
LANCASTER, SC

H & R BLOCK BANK, FSB,

Plaintiff,

v.

Ziraili M Elbey© aka Ziraili Mohassan El Bey
aka Ziraili Mohassan El Bey©, WKFC Living
Trust Under Trust Agreement Dated June 4,
2010, by and through its Trustee, Wellesley K.
Clayton and American Home Mortgage
Servicing, Inc. sbm to Option One Mortgage
Corporation

Respondents.

Case No. 2011-CP-29-35

MOTION TO AMEND MOTION AND ORDER TO
SET ASIDE/ VOID JUDGMENT, RELEASE
DEFICIENCY DEMAND AND FORECLOSURE
JUDGMENT AS TO ZIRAILI M ELBEY AND
DEMAND VALUABLE CONSIDERATION FROM H
& R BLOCK BANK, FSB, AS PLAINTIFF &
ATTORNEYS BROCK & SCOTT PLLC BROUGHT
FRAUD UPON THIS COURT AND DISMISS WITH
PREJUDICE & INCLUDE

SOUTH CAROLINA FALSE CLAIMS ACT &
FALSE CLAIMS ACT 31, U.S.C. § 3729 et seq

(a written transcript and testimony on and for the record).

Come now, Respondent, Ziraili M Elbey, indigenous, natural born woman on the land comes before this Lancaster Court of Common Pleas to amend the valuable consideration, damages, recoupment and order portion to include pursuant to the South Carolina False Claims Act, 15-85-10 *et seq.*, and to further amend above named pleading, pursuant to SCRCF 15(a) and SCRCF 9(a) though 9(g) and, again, inclusive in False Claims Act, 31 U.S. C. § 3729 *et seq.*, of the Federal Rules.

Respondent, now amends Lancaster Court of Common Pleas case no.: 2011-CP-29-35 to includes the South Carolina False Claims Act, 15-85-10 *et seq.*, counter claim, valuable consideration, damages, special damages, recoupment in her 2012, Adversary Case No.: 12-05229:jw, as to this Respondent being, the Plaintiff, in the United States Bankruptcy Court of the District of South Carolina, Adversary Case, *Ziraili Mohassan El Bey, Plaintiff v. Option One Mortgage Corporation, Sand Canyon Corporation, H & R Block Bank, FSB, Specialized Loan Servicing, LLC, Nationstar Mortgage, LLC does 1-20 inclusive*. The Honorable Judge Waites, in his ruling recommended that the county court of common plea as the proper venue to bring closure in the adversary case before his court dealing with foreclosure issues; wherefore the case was closed without prejudice. So, let it be known, that these damages and compensatory claims are not new. These recoupment claims for

damages, and other matter are public record.

Further, it is maintained that Respondent's MOTION TO AMEND MOTION now, aligns itself with valuable consideration and all compensatory claims recorded and listed in the Adversary Case No.: 12-05229:jw as recorded public record. This is not a new issue. Let it be known, also amend Motion to Amend Motion includes the SOUTH CAROLINA FALSE CLAIMS ACT et seq., and 31 U.S.C. § 3729 et seq

WHEREFORE, Respondent prays for judgment against Plaintiffs', jointly and severally, and each known an unknown entity as follows, and as set forth in each cause as in Adversary Case No.:12-05229:jw.compensatory claims are, now be aligned with Lancaster Court of Common Pleas case no.: 2011-CP-29-35, Motion to Amend Motion. Defendants' in the mentioned Adversary Case No.: 12-05229:jw were given an opportunity to deny and or submitted monetary or compensatory objections or counter claims listed and failed to do so. All claims listed below, are thereby taken from Respondent's previous adversary case no.: 12-05229 in the US Bankruptcy Court of the District of South Carolina.

1. General and special damages according to proof;
2. Punitive damages according to proof;
3. Injunctive relief according to proof;
4. Restitution relief according to proof;
5. Compensatory Damages according to proof;
6. Equitable Recoupment according to proof;
7. Nominal Damages according to proof;
8. Punitive Damages according to proof;
9. Statutory relief under the specific statutes
10. Pre-and post- judgment interest; and
11. Attorney fees as authorized and provided for by statue, contract or otherwise; and
12. On all causes of action, for such other and further relief as this

Court may deem just and proper so that Respondent shall recover no more than \$15,000,000.00 in total monetary damages and that Respondent shall receive a judicial determination that her mortgage

lien(s) at issue herein as alleged to exist by Plaintiff is *void ab initio* unless such result is found by the trier of fact to result in a damage award in a sum greater than \$15,000,000.00 to Respondent in which case Respondent waives the benefit of any jury finding that their mortgage lien(s) at issue herein were *void ab initio*.

(1) Vacate set aside earlier judgment; (2) Quiet Title; (3) Declaratory Relief (4) Injunctive Relief; (5) Negligence ;(6) Accounting; (7) Breach of Covenant of Good Faith and Fair Dealing; (8) Wrongful Foreclosure; (9) Unjust enrichment; (10) Fraudulent Misrepresentation; (11) Violation of FDCPA; (12) Violation of RESPA; (13) Violation of TILA, (14) Unconscionable, deceptive accounting practices name a few violations causing injury and harm to Respondent. Respondent is the injured party here. In *Kachlon v. Markowitz* (2008) 168 Cal.App.4th 316, 345 [85 Cal.Rptr.3d 532, 554] the Court in acknowledging the right to seek punitive damages.

Special Damage Counterclaims below, but not limited to:

30,000.00	=	Sweat equity (6 years maintenance and care @ \$5,000 per year)
10,000.00	=	Per Counts of Fraud
10,000.00	=	Per Falsification of Documents
2,000.00	=	Per each Count of Perjury
5,000.00	=	Mail Threats per count
250,000.00	=	Slavery (Forced Compliance to Contracts not held)
250,000.00	=	Denied Provisions in the Constitution
250,000.00	=	Denied Right to Truth in Evidence
250,000.00	=	Grand Theft (18 USC 2112) each
25,000.00	=	Racketeering (Civil & Criminal) # of counts by damages
10,000.00	=	Conspiracy
5,000.00	=	Extortion

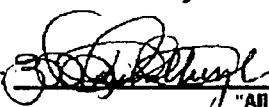
Respondent having considered the nature, extend and difficulty of research, consultation, the South Carolina False Claims Act 15-85-10 *et seq.*, (in the field of mortgage foreclosure cases in South Carolina and the across the United States of America in general, this is a specialized area of research); time involved in reviewing various loan documents, seeking professional services and paying service fees, preparing the pleadings and preparing for an US District Court in South Carolina, and the US Bankruptcy Court of the District Court of South Carolina, gasoline cost to Columbia, SC, the mental drain and stress leading to hospitalization of Respondent, hospital bills, find that result in a damage award in a sum greater than \$10,000,000.00 is reasonable to respond to a wrongful foreclosure and foreclosure order for sale, violations of the South Carolina False Claims Act and 31 U.S.C. § 3729 *et seq.*, and other state and federal violations responding to an initial Complaint 2011 thru year 2013. Services and expenditures anticipated to be performed until final adjudication contemplates completion of this matter within a reasonable time and does not include exceptional, unanticipated circumstances delaying conclusion beyond the normal time.

The amount due and owing on the note and mortgage, with interest at the rate provided in the note, and other cost and expenses for valuable consideration, including valuable consideration from mortgage backed securities trading on the open market, according the Securities and Exchange Commission; for valuable consideration and entitlement as beneficial owner of property map no: 0006M-OA-261.00, note and mortgage. Respondent shall receive damages and other special damages see detail below and in an included AFFIDAVIT. Disbursement as detailed and documented for the record, in the original Motion and Order the Special Referee, Honorable Philip E. Wright through the Lancaster County Finance Department- CEO shall be noticed to establish a contact person who will set-up an Escrow account for Respondent, Ziraili M Elbey for disbursement of funds as stipulated in original Motion and Order dated August 19, 2013.

VERIFICATION

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

Dated: August 20th, 2013 A.D.

By: 

Printed: Ziraili Mohassan Elbey, Respondent, In Propria
Personal "All Rights Reserved"
(not "Pro Se" (sic))

AFFIDAVIT

Respondent, **Ziraili-Mohassan: Elbey**, indigenous, natural born woman, and spiritual being living a human experience of the land, *In Propria Persona* (*not* "Pro Se" *[sic]*) of South Carolina in its de jure capacity as a republic and as one of the several states of the union created by the constitution for the united States of America 1777/1789. This incidentally makes me an American aboriginal and a common woman of the UN Rights of Indigenous People, does swear and affirm that Respondent has scribed and read the foregoing facts, and in accordance with the best of Respondent's firsthand knowledge and conviction, such are true, correct, complete, and not misleading, the truth, the whole truth, and nothing but the truth.

Declaratory Relief, Damage Counterclaims and Recoupment arise from the conduct of Lien Defendants'/Debtors named and unnamed in regards to their conduct doing business as **OPTION ONE MORTGAGE CORPORATION (SAND CANYON CORPORATION), AMERICAN HOME MORTGAGE SERVICING, SPECIALIZED LOAN SERVICING, H & R BLOCK BANK, FSB, NATIONSTAR MORTGAGE LLC, and OTHERS** named, & unnamed. Govern by South Carolina False Claims Act, 15-85-10 *et seq.*, and False Claims Act, 31 U.S.C. § 3729 *et seq.*, Federal statutes.

1. Ziraili-Mohassan: family of el beys purchased her home at 13132 Wilburn Park Lane, Indian Land, South Carolina (Rural Routing Code 042) in 2006.
2. Ziraili-Mohassan: family of el beys has maintained said home and property by the sweat of their brow creating a financial interest in said property(s)
3. Ziraili-Mohassan: family of el beys entered into a mortgage with **OPTION ONE MORTGAGE CORPORATION** on or about March 29, 2006.
4. **OPTION ONE MORTGAGE CORPORATION** altered the document after it was signed with intent of changing its value.
5. **OPTION ONE MORTGAGE CORPORATION** committed fraud and forgery by altering the documents
6. **OPTION ONE MORTGAGE CORPORATION** by deception has taken an asset not theirs, deposited the asset, multiplied the asset and exchanged the asset for an alleged Option One Mortgage Loan Trust 2007-1, Asset-Backed Security, Asset-Backed Certificates in a Trust Agreement with Wells Fargo, NA as Trustee of the Pooling & Service Agreement.
7. **OPTION ONE MORTGAGE CORPORATION** increased its assets by depositing the asset, a Respondent's note.
8. **OPTION ONE MORTGAGE CORPORATION** used the deposited Respondent's note to create the Federal Reserve Notes that funded the purported loan.
9. **OPTION ONE MORTGAGE CORPORATION** never disclosed this fact and did not issue a receipt to claimant for the deposited Respondent's note.
10. **OPTION ONE MORTGAGE CORPORATION** never loaned any of its or its depositors' money in the purported loan transaction.
11. **OPTION ONE MORTGAGE CORPORATION** follows Generally Accepted Accounting Practices (GAAP).
12. **OPTION ONE MORTGAGE CORPORATION** has failed to provide contract and or valuable consideration.

13. **OPTION ONE MORTGAGE CORPORATION** has failed to provide full contract disclosure.
14. **OPTION ONE MORTGAGE CORPORATION** has sold said contract to **AMERICAN HOME MORTGAGE SERVICING**, and again transferred an assignment to **H & R BLOCK BANK** and **H & R BLOCK BANK**, transferred an assignment to **NATIONSTAR MORTGAGE LLC** and did not file it with Lancaster County Register of Deeds office, and any others named & unnamed, who have acted in concert and with full knowledge of the fraud and forgeries committed by **OPTION ONE MORTGAGE CORPORATION**, and assigns that accepted the Respondent's note with full liabilities of the same.

Proof of Declaratory Relief, Injunctive Relief, Damage Counterclaims and Recoupment:

1. Plaintiffs' Lien Debtors, Third-Party Agents, Attorney-in-Fact, and its Assigns affirm that Ziraili-Mohassan: family of el beys brought and purchased her home in March 29, 2006. If no timely rebuttal it is AFFIRMED.
2. Plaintiffs' Lien Debtors, Third-Party Agents, Attorney-in-Fact, and its Assigns affirm that Ziraili-Mohassan: family of el beys has maintained their property(s) by the sweat of their brow and has obtained financial interest in said property(s). If no timely rebuttal it is AFFIRMED.
3. Plaintiffs' Lien Debtors, Third-Party Agents, Attorney-in-Fact, and its Assigns, affirm that Ziraili-Mohassan: family of el beys entered into a mortgage with **OPTION ONE MORTGAGE CORPORATION** in 2006. If no timely rebuttal it is AFFIRMED.
4. Plaintiffs' Lien Debtors, Third-Party Agents, Attorney-in-Fact, and its Assigns affirm that **OPTION ONE MORTGAGE CORPORATION** securitized Respondent's mortgage loan ("loan pool"), altered a documents after they were signed with intent of changing its value. If no timely rebuttal it is AFFIRMED.
5. Plaintiffs' Lien Debtors, Third-Party Agents, Attorney-in-Fact, and its Assigns affirm that **OPTION ONE MORTGAGE CORPORATION** securitized Respondent's mortgage loan, committed fraud and forgery by robo-signing mortgage assignments and altering documents. If no timely rebuttal it is AFFIRMED.
6. Plaintiffs' Lien Debtors, Third-Party Agents, Attorney-in-Fact, and its Assigns affirm that **OPTION ONE MORTGAGE CORPORATION** securitized Respondent's mortgage loan, and by deception has taken an asset not theirs, deposited the asset, multiplied the asset and exchanged the asset for Option One Mortgage Loan Trust 2007-1, Asset-Backed Security, Asset-Backed Certificates in a Trust Agreement with Wells Fargo, NA as Trustee of the Pooling & Service Agreement If no timely rebuttal it is AFFIRMED.
7. Plaintiffs' Lien Debtors, Third-Party Agents, Attorney-in-Fact, and its Assigns affirm that **OPTION ONE MORTGAGE CORPORATION** securitized Respondent's loan, increased its assets by depositing the asset, Respondent's' note. If no timely rebuttal it is AFFIRMED.
8. Plaintiffs' Lien Debtors, Third-Party Agents, Attorney-in-Fact, and its Assigns affirm that **OPTION ONE MORTGAGE CORPORATION** securitized Respondent's mortgage loan, and used the deposited Respondent's note to create the Federal Reserve Notes that funded the purported loan. If no timely rebuttal it is AFFIRMED.
9. Plaintiffs' Lien Debtors, Third-Party Agents, Attorney-in-Fact, and its Assigns affirm that **OPTION ONE MORTGAGE CORPORATION** securitized Respondent's mortgage

loan, and never disclosed this fact and did not issue a receipt to the claimant for the deposited Respondent's note. If no timely rebuttal it is AFFIRMED.

10. Plaintiffs' Lien Debtors, Third-Party Agents, Attorney-in-Fact, and its Assigns affirm that **OPTION ONE MORTGAGE CORPORATION** securitized Respondent's mortgage loan, and never loaned any of its or its depositor's money in the purported loan transaction. If no timely rebuttal it is AFFIRMED.
11. Plaintiffs' Lien Debtors, Third-Party Agents, Attorney-in-Fact, and its Assigns affirm that **OPTION ONE MORTGAGE CORPORATION** follows Generally Accepted Accounting Practices (GAAP). If no timely rebuttal it is AFFIRMED.
12. Plaintiffs' Lien Debtors, Third-Party Agents, Attorney-in-Fact, and its Assigns affirm that the **OPTION ONE MORTGAGE CORPORATION** has failed to provide contract and or valuable consideration. If no timely rebuttal it is AFFIRMED.
13. Plaintiffs' Lien Debtors, Third-Party Agents, Attorney-in-Fact, and its Assigns affirm that **OPTION ONE MORTGAGE CORPORATION** securitized Respondent's mortgage loan and has failed to provide full contract disclosure. If no timely rebuttal it is AFFIRMED.

NOTICE is hereby given that Defendants' [in US Bankruptcy Court for the District Court of South Carolina Case# 12-05339] Lien Debtors, Third-Party Agents, Attorney-in-Fact, and its Assigns have seven (7) days [December 28th, 2012] after receipt of this Affidavit of Obligation to rebut, deny, or otherwise prove invalid the above allegations by verified affidavit. Failures to rebut, deny, or otherwise prove any allegation will be construed to be failure to rebut, deny, or otherwise prove all allegations. **SPECIAL NOTICE: No rebuttal received as a matter of law/ on and for the record, to this date, from above named agents or assigns: August 20, 2013 from above.**

Injunctive Relief (Defendant's wrongful Conduct, (Defendants' Breach of Contract and Negligence Misrepresentation Unconscionability, Lack of Fiduciary Duty, Undisclosed Securitization process, Misrepresentation of Accounting, Undue Stress and Aggravation) A matter of law:

- 1) Reverse Final Foreclosure Judgment Order by Special Referee Philip E Wright, 408 North Main Street, Lancaster, SC 29721
- 2) Release of known and unknown liens and issue Quiet Title to Respondent on property located at 13132 Wilburn Park Lane, Indian Land, South Carolina 29707
- 2) Notice: Clerk of Court, Mr. Jeff Hammond, P.O. Box 1809, Lancaster, SC 29721
- 3) Notice: Chad Burgess, Attorney of H&R Block Bank, FSB, Brock & Scott, PLLC, Columbia Office, WestPark Center, 3800 Fernandina Rd, Suite 110, Columbia, SC 29210
- 4) Notice: Copy of the reverse foreclosure judgment order to Respondent, plus request the following copies from Brock & Scott, PLLC as contained in the Brock & Scott, PLLC billing statement to Respondent. Those being copies of: 1) Property inspections, Title Search; 2) And, that Brock & Scott is to provide Respondent full Title Search report within fifteen (15) days of final order.

Ledgering:

\$246,186.00	= Loan Amount March 29, 2006 – Present
\$14,771,160.00	= (6 years of Injunctive Relief (Property value 6 x 10)
\$15,017,346.00	= Payment amount Respondent demands fair compensation

Restitution (Defendants' unjust enrichment Undisclosed Securitization process, Misrepresentation of Accounting, Undue Stress and Aggravation) A matter of law:

Ledgering:

\$246,186.00	= Loan Amount March 29, 2006 – Present
\$14,771,160.00	= (6 years of Restitution remedy (Property value 6 x 10)
\$15,017,346.00	= Payment amount Respondent demands fair compensation

Declaratory Relief (Quiet Title and release of Property Liens)

(Defendants' Breach of Contract and Negligence Misrepresentation Unconscionability, Lack of Fiduciary Duty, Undisclosed Securitization process, Misrepresentation of Accounting, Undue Stress and Aggravation) A matter of law:

- 1) Release of property lien placed by Plaintiffs' and or Lancaster County on property located at 13132 Wilburn Park Lane, Indian Land, South Carolina 29707
- 2) Order in favor of Quiet Title on property located at 13132 Wilburn Park Lane, Indian Land, South Carolina 29707

Property Description:

"All that certain piece, parcel, or lot of land being described as lot 261 of Clairemont Meadows subdivision, about 3 miles east of Fort Mill, South Carolina Being more particularly described as follows: Commencing at a point, a 1/4" Rebar (POB) representing the southwestern property monument of said parcel, located 175'± Southeast of the intersection of Wilburn Park Lane and Chilcomb Drive thence bearing N 36-26'-59" E a distance of 130.27 feet to a IPF #4 Rebar; thence bearing S 53-29'-23" E a distance of 70.33 feet to a IPF #4 Rebar; thence bearing S 36-31'-59" W a distance of 130.42 feet to a IPF #4 Rebar, thence bearing N 53-22'-16" W a distance of 70.12 feet along the roadway right of way to the point of beginning."

Compensatory Damages (Defendants' unconscionability, lack of fiduciary duty, undisclosed securitization process, misrepresentation of accounting, undue stress and aggravation) A matter of law:

Ledgering:

\$246,186.00	= Loan Amount March 29, 2006 – Present
\$14,771,160.00	= (6 years of Compensatory Damages (Property value 6 x 10)
\$15,017,346.00	= Payment amount Respondent demands fair compensation

Equitable Recoupment (Defendants' unconscionability, lack of fiduciary duty, undisclosed securitization process, misrepresentation of accounting, undue stress and aggravation, UCC Article 3, UCC Article 9) A matter of law:

Ledgering:

\$246,186.00	= Loan Amount March 29, 2006 – Present
\$14,771,160.00	= (6 years of Equitable Recoupment (Property value 6 x 10)

\$15,017,346.00 = Payment amount Respondent demands fair compensation

Nominal Damages (Defendants' Breach of Contract and Negligence Misrepresentation Unconscionability, Lack of Fiduciary Duty, Undisclosed Securitization process, Misrepresentation of Accounting, Undue Stress and Aggravation) A matter of law:

Ledgering:
\$246,186.00 = Loan Amount March 29, 2006 - Present
\$14,771,160.00 = (6 years of Nominal Damages (Property value 6 x 10)
\$15,017,346.00 = Payment amount Respondent demands fair compensation

Punitive Damages (Defendants' Breach of Contract, Wrongful Foreclosure and Negligence Misrepresentation Unconscionability, Lack of Fiduciary Duty, Undisclosed Securitization process, Misrepresentation of Accounting, Undue Stress and Aggravation) A matter of law:

Ledgering:
\$246,186.00 = Loan Amount March 29, 2006 - Present
\$14,771,160.00 = (6 years of Punitive Damages (Property value 6 x 10)
\$15,017,346.00 = Payment amount Respondent demands fair compensation

JURET

State of South Carolina)

County of Lancaster) ss

First Witness: J. Jitter

Second Witness: [Signature]

Signed By: [Signature]

"without recourse"
By: [Signature], Claimant
Ziraili M Elbey, In Propria Persona

This Affidavit is dated 08/20/2013

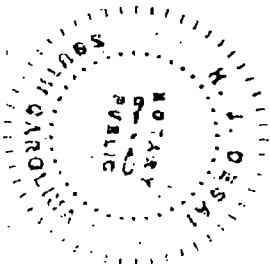
NOTARY PUBLIC

Subscribed and sworn to before me, a Notary Public, the above signed First Name: Ziraili -
Last Name: Elbey

This 20th day of Aug, 2013 year

H. J. Delai
Notary Public

MY COMMISSION EXPIRES: 20th Sept 2022



FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2011 CP- 29-00035

Ziraili M. Elbey a/k/a Ziraili Mohassan El Bey, WKFC
Living Trust Under Trust Agreement Dated June, 2010
by and through its Trustee Wellesley K. Clayton and
American Home Mortgage Servicing, Inc. s/b/m
to Option One Mortgage Corporation

H & R BLOCK BANK

PLAINTIFF(S)

DEFENDANT(S)

Submitted by:

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 Motion To Amend Motion

This order ☒ ends ☐ does not end the case. Motion and Order To Set Aside/Void Judgment, Release Deficiency Additional Information for the Clerk : Demand and Foreclosure Judgment as To Ziraili M Elbey and Demand Valuable Consideration From H & R Block Bank, FSB, As Plaintiff & Attorney Brock & Scott PLLC Brought Fraud Upon This Court and Dismiss with Prejudice

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)
Ziraili M Elbey (a/k/a Ziraili Mohassan El Bey)	H & R BLOCK BANK, FSB	Greater than \$ 10,000,000.00
		\$
		\$

If applicable, describe the property, including tax map information and address, referenced in the order:
All that certain piece, parcel or lot of land located in Lancaster County, South Carolina, and being designated as Lot 261 on that certain Plat of Clairemont, Phase 2, Map 5, prepared by Yarbrough, William &

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. Note: Title abstractors and researchers should refer to the official court order for judgment details.

Circuit Court Judge

Judge Code

Date

For Clerk of Court Office Use Only

This judgment was entered on the _____ day of _____, 20____ and a copy mailed first class or placed in the appropriate attorney's box on this _____ day of _____, 20____ to attorneys of record or to parties (when appearing pro se) as follows:

BROCK & SCOTT PLLC, DEBT COLLECTORS

Ziraili M Elbey (a/k/a Ziraili Mohassan El Bey)

In Propria Persona (not "Pro Se" [sic])

"All Rights Reserved"

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

CLERK OF COURT

Court Reporter: _____

ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS REFERENCED ON PAGE 1.

This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered. If applicable, describe the property, including tax map information and address, referenced in the order: (Continued from PG 1)

Houl, Inc. dated January 18, 2005, and recorded January 28, 2005, as Plat Doc #2005 at PG 0047 in the Office of the Clerk of Court for Lancaster County, South Carolina.

Also being shown as Lot 261 of Clairemont on a Plat of Ziraili Elbey prepared by Hucks and Associates, PC, dated March 3, 2006, and recorded in Plat Doc 2006 at 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. Subsequently, said property was conveyed to KMJ Trust, dated December 15, 2006 (Trustees: Ziraili Mohassan El Bey and Mark Antonio Findletter Clayton) by Deed of Ziraili M. Elbey dated January 19, 2007, and recorded January 29, 2007 in Book 378 at PG 7. Therefore, the Property was conveyed to WKFC Living Trust Under the Provisions of a Trust Agreement Dated June 4, 2010 (Trustee: Wellesley K. Clayton) by Deed of Ziraili Mohassan El Bey and Mark Antonio Findletter Clayton as Trustee of The KMJ Trust, dated December 15, 2006 and recorded June 11, 2010, Book 559 at PG 85.

IT IS, THEREFORE ORDERED, ADJUDGED AND DECREED:

1. That the Plaintiff and its assigns cease and desist from violating the South Carolina False Claims Act, 15-85-10, and False Claims Act, 31 U.S.C. § 3729;
2. That Plaintiff and assigns pay an amount equal to three times the amount of damages the United States, the State of South Carolina have sustained because Plaintiff and its assigns actions, plus a civil penalty against Plaintiff and its assign of not less than \$5,000, and not more than \$10,000 for each violation of the 15-85-10 South Carolina False Claims statute, and each violation of the 31 U.S.C. § 3729, Claims Acts, of the New York City False Claims Act and Chicago False Claims Act; and any other provisions of each state act.
3. That Respondent, Ziraili M Elbey be awarded the maximum amount allowed pursuant of 31 U.S.C. § 3729(d) and similar provisions of the South Carolina False Claims Acts 15-85-10, *et seq.*, the State False Claims Acts, of the City of Chicago False Claims Act, and the City of New York False Claims Act, City of Idaho Falls False Claims Act, City of state of California False Claims Act,
4. The United States, the States of California, Delaware, Nevada, Texas, Kansas, Idaho, New York, District of Columbia, New Mexico, Illinois, Massachusetts, New Hampshire, Colorado, Indiana, North Carolina, Utah, South Carolina and Respondent be granted all such other relief afforded by law as the Court deems appropriate according to the maximum of each states False claims Act statutes.
5. That Respondent, Ziraili M Elbey be awarded all cost of this action, including research expenses, attorney fees, and other costs pursuant to 31 U.S.C. § 3729(d) and similar provisions of the state of South Carolina False Claims Act, 15-85-10.
6. That on default of Asset Account due, the Respondent, Ziraili M Elbey entitlement interest, shall be collected by an appointed financial officer through Lancaster County CEO's office and or its assigns to collect and set-up an Escrow Account for Respondent's assets, any and all appropriate valuable consideration maximum due to Respondent by State and Federal statues for False Claims Acts by law hereafter, on the following terms, that is to say:
7. FOR CASH: The undersigned Special Referee should prepare and appoints a Lancaster County financial officer to collect and shall require a deposit of 25% on the funds due on Respondent asset account (in cash or equivalent) place it in an Escrow Account for Respondent in case of non-compliance within thirty (30) days the same shall be applied to the Respondent's Escrow Account.
8. In the event the total cost shall be paid to Respondent's Escrow account managed by a financial officer of the Lancaster Finance Department. Due date of receipt of total fund is (60) day from the date of adjudication. Funds shall accrue until paid to

a financial officer of the Lancaster Finance Department. Due date of receipt of total fund is (60) day from the date of adjudication. Funds shall accrue until paid to Respondent at the rate of 7.999% per daily, standard collection interest rate and disbursement to Respondent in the form of a Cashier's Check made out to KMJ TRUST [IRREVOCABLE TRUST] on or before, the (61st) day.

9. Plaintiff is to pay for any and all expenses due to Respondent as she is Beneficial Owner and Entitlement Holder to the mortgage and mortgage loan directly to an appointed financial officer for Respondent's Escrow Account set-up by the Lancaster Finance Office. This should also include any and all court cost
10. That it is further ORDERED, ADJUDGED AND DECREED that Plaintiff and its assigns known, and or unknown claiming under it be forever barred and banned of all rights, title, interest and equity of redemption in mortgage assets or entitlements, or any part thereof.
11. That it is further ORDERED, ADJUDGED AND DECREED that ineffective, fraudulent ASSIGNMENT and made pursuant to this judgment and Lis Pendens filed in this court be removed; and that the Lancaster County Register of Deeds is here by authorized to omit from the indices pertaining to such conveyance the names of H & R BLOCK BANK, FSB, NATIONSTAR MORTGAGE LLC and other parties not contained in the original Deed as Grantee.
12. That it is further ORDERED, ADJUDGED AND DECREED that after the Order releasing by the Special Referee's Report and Judgment of Foreclosure and Sale, Deficiency Demand as to Defendant Ziraili M. Elbey (a/k/a) Ziraili Mohassan El Bey) shall direct the Register of Deeds to release of record the liens(s) giving Respondent clear title.
13. The Respondent is seeking that Plaintiff's Motion & Order to Restore be Dismissed with Prejudice under SCRCP rule 12(b)(6) , further that foreclosure judgment order of law thereto in writing, expressly Demanded the right under SCRCP rule 43(k) (settled) and 'SATISFIED' accordingly as a matter of law.

CONCLUSION OF LAW: Respondent, therefore, concludes as follows:

1. The Respondent be released from any foreclosure or deficiency demand judgment; and Order Property release from any liens (known or unknown) for clean and clear title.
2. The Respondent shall receive from Plaintiff valuable consideration as beneficial owner and entitlement holder as those proceeds are to be placed in Escrow, collected and managed for Respondent and disbursed to in the name of KMJ TRUST (IRREVOCABLE) in a bank certified check on or before, the (61st) day following adjudication order of the Special Referee.
3. Further, the Respondent be granted all such other relief afforded by law as the Court deems appropriate

CERTIFICATION OF MAILING

The undersigned hereby certifies that she is Ziraili-Mohassan: Elbey, Secured Party/Principal is of such age and discretion as to be competent to serve papers. That on the 20th August 2013 she served a copy of **MOTION TO AMEND MOTION AND ORDER TO SET ASIDE/VOID JUDGMENT, RELEASE DEFICIENCY DEMAND ADND FORECLOSURE JUDGMENT AS TO ZIRAILI M ELBEY AND DEMAND VALUABLE CONSIDERATION FROM H & R BLOCK BANK FSB, AS PLAINTIFF & ATTORNEYS BROCK & SCOTT PLLC BROUGHT FRAUD UPON THIS COURT AND DISMISS WITH PREJUDICE** by placing said copy in a postage paid envelope addressed to the following person(s) at the address stated below, which is the last known address, and by depositing said envelope and contents in the U.S. Mail.

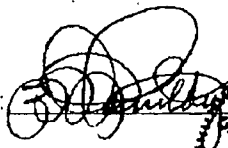
Party(ies) Served:

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

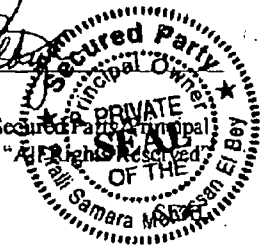
The Honorable Jeff Hammond
Post Office Box 1809
Lancaster, South Carolina 29721-1809

The Honorable Phillip E. Wright
408 North Main Street
Lancaster, South Carolina 29721

Dated: 20th August 20, 2013
9789 Charlotte Highway, Suite 400-191
Ft. Mill, South Carolina.

By: 

Ziraili M Elbey, Secured Party/Principal



STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

6th

JUDICIAL CIRCUIT

COUNTY OF Lancaster

CASE NO.: 2011-CP-29-35

H & R Block Bank

**MOTION AND ORDER INFORMATION
FORM AND COVERSHEET**

vs.

Plaintiff,

Ziraili M Elbey, In Propria Persona

Defendant.

Plaintiff's Attorney:

Chad W. Burgess, Bar No. ESQ

Address:

Brock & Scot Law Firm, 3800 Fernandina Rd,
Ste 110

Phone: 803-454-3540 Fax 803-454-3541

E-mail: Other:

Defendant's Attorney:

Ziraili M Elbey, Bar No. In Propria Persona

Address:

Return Address: 9789 Charlotte Hwy, Ste 400-
191

Phone: 803-233-2665 Fax 866-408-8863

E-mail: arnold.miser@gmail.com Other:

- ☐ MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III)
☒ FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III)
☒ PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)

SECTION I: Hearing Information Nature of

Motion: Defendant's Motion to Vacate Order

Estimated Time Needed:

Court Reporter Needed: ☐ YES ☒ NO

SECTION II: Motion/Order Type

☐ Written motion attached

☒ Form Motion/Order

I hereby move for relief or action by the court as set forth in the attached proposed order.


Signature of Attorney for ☐ Plaintiff ☒ Defendant

08/20/2013

Date submitted

SECTION III: Motion Fee

☒ PAID - AMOUNT: \$ 25.00

☐ EXEMPT:

(check reason)

- ☐ Rule to Show Cause in Child or Spousal Support
☐ Domestic Abuse or Abuse and Neglect
☐ Indigent Status ☐ State Agency v. Indigent Party
☐ Sexually Violent Predator Act ☐ Post-Conviction Relief
☐ Motion for Stay in Bankruptcy
☐ Motion for Publication ☐ Motion for Execution (Rule 69, SCRPC)
☐ Proposed order submitted at request of the court, or,
reduced to writing from motion made in open court per judge's instructions
Name of Court Reporter: _____
☐ Other: _____

JUDGE'S SECTION

☐ Motion Fee to be paid upon filing of the attached
order.

☐ Other:

JUDGE CODE _____

Date: _____

CLERK'S VERIFICATION

Collected by: _____ Date Filed: _____

☐ MOTION FEE COLLECTED: \$ _____

☐ CONTESTED - AMOUNT DUE: \$ _____

FILED
OFFICE OF CLERK
OF COURT
2013 AUG 20 PM 4:23
CLERK OF COURT
LANCASTER, SC

FILED
OFFICE OF CLERK
IN THE COURT OF COMMON PLEAS OF THE STATE OF SOUTH CAROLINA

FOR THE COUNTY OF LANCASTER
AUG 21 AM 11:32

CLERK OF COURT
LANCASTER, SC

H & R BLOCK BANK, FSB,

Plaintiff,

v.

Ziraili M Elbey© aka Ziraili Mohassan El Bey
aka Ziraili Mohassan El Bey©, WKFC Living
Trust Under Trust Agreement Dated June 4,
2010, by and through its Trustee, Wellesley K.
Clayton and American Home Mortgage
Servicing, Inc. s/b/m to Option One Mortgage
Corporation

Respondents.

Case No. 2011-CP-29-35

**MOTION AND ORDER TO SET
ASIDE/ VOID JUDGMENT, RELEASE
DEFICIENCY DEMAND AND
FORECLOSURE JUDGMENT AS TO
ZIRAILI M ELBEY AND DEMAND**

**VALUABLE CONSIDERATION FROM
H & R BLOCK BANK, FSB, AS
PLAINTIFF & ATTORNEYS BROCK &
SCOTT PLLC BROUGHT FRAUD UPON
THIS COURT**

AND DISMISS WITH PREJUDICE

(For and on the Record written Transcript of Testimony)

Come now, Respondent Ziraili M Elbey, a natural woman on the land, aboriginal spiritual being pursuant to Rule 60(b)(3) of the South Carolina Rules of Civil Procedure (hereinafter "SCRCP"), the above-entitled matter was referred to the undersigned Special Referee to make appropriate findings of fact and conclusions of law, with authority to enter a final Judgment in the cause. Any appeal from the decision of the Special Referee shall be directed to the South Carolina Supreme Court. Pursuant to the said reference, Brock and Scott PLLC, attorneys for the Bank, H & R Block Bank, FSB filed a 'no hearing' request and order to restore case no. 2011-CP-29-35 on July 14, 2013. Further to Plaintiff 'no hearing motion', Respondent Ziraili M Elbey, on August 5, 2012, Answered Plaintiff Motion, 1) that the court lacks both subject matter and personal jurisdiction over Respondent pursuant to SCRCP 12(b)(1) and 12(b)(2), 2) that the Plaintiff's pleading fails to state a claim upon which relief can be granted against Respondent.

SCRCP rule 12(b)(6) permits dismissal when a complaint fail to state a claim upon which relief can be granted. Further, to survive a motion to dismiss, a complaint much contain sufficient factual matter, accept as TRUE, *Woodell v Marion School Dist.*, 307 S.C. 297, 298, 414, S.E. 2d 79 Further, 3) that the Plaintiff's pleading in accordance with Rule 8(a) SCRCP fails to provide a short, plain, statement of the claim or any alleged relief sought that Plaintiff is entitled. Now, on August 6, 2012, the Respondent moved a Motion and a Order [SC Form 4] before this Court to Vacate Judgment of Foreclosure and Sale and Releasing the Deficiency Demand and Foreclosure Judgment as to the Respondent, Ziraili M Elbey.

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FACTS OF FINDING	16
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EXHIBIT LIST:

- EXHIBIT A** United States District Court of the District of South Carolina Plaintiffs
Ex rel., Lynn E. Szymoniak, Plaintiff-Relator v Wells Fargo Home
Mortgage etal, Case#0:10-CV-01465-jfa *SEALED* Filed 05/13/2011
- EXHIBIT B** PUBLIC RECORD – SECURITIZATION AUDIT
- EXHIBIT C** OPTION ONE ASSIGNMENT TO H & R BLOCK BANK, FDB
- EXHIBIT C-1** NOTICE OF ASSIGNMENT FRAUD TO LANCASTER ROD
- EXHIBIT C-2** TELEPHONIC DEPOSITION OF KRYSTAL HALL for IN THE
DISTRICT COURT IN AND FOR MIAMI – DADE FLORIDA, Case
No. 09-22079 CA (15)
- EXHIBIT C-3** CERTIFIED SHORTHAND COURT REPORTER, LICENSE # 746
verified telephonic deposition, again, on 24th October 2012
- EXHIBIT E** NON-REGISTERED ASSIGNMENT - H & R BLOCK BANK, FSB
notice of ASSIGNMENT, SALE, OR TRANSFER OF SERVICING
RIGHTS to NATIONSTAR MORTGAGE LLC
- EXHIBIT F** BROCK & SCOTT sent multiple payoff notice July 24, 2013 from
NATIONSTAR MORTGAGE LLC

TABLE OF AUTHORITIES

Cases

**FORECLOSURE ACTIONS AND CASES LAWFULLY DISMISSED (NOT
LETTING BANK FORECLOSE WITHOUT LAWFUL VALIDATION AND
PRODUCTION) BY THE COURTS DUE TO BANK'S FAILURE TO VALIDATE
& PRODUCE AS STIPULATED BY LAW AND COMMITTED "BANK FRAUD"
AGAINST THE BORROWER**

**FROM THE BAR ASSOCIATION'S OFFICIAL PLAINTIFFB SITE :... "this Court has
the responsibility to assure itself that the foreclosure plaintiffs have standing and that subject**

matter jurisdiction requirements are met at the time the complaint is filed. Even without the concerns raised by the documents the plaintiffs have filed, there is reason to question the existence of standing and the jurisdictional amount". Over 30 cases are covered by the BAR at: <http://www.abanet.org/rpte/publications/ereport/2008/3/Ohioforeclosures.pdf>

1. "A national bank has no power to lend its credit to any person or corporation . . . Bowen v. Needles Nat. Bank, 94 F 925 36 CCA 553, certiorari denied in 20 S.Ct 1024, 176 US 682, 44 LED 637.
2. Countrywide Home Loans, Inc. v Taylor - Mayer, J., Supreme Court, Suffolk County / 9/07
3. American Brokers Conduit v. ZAMALLOA - Judge SCHACK 28Jan2008
Aurora Loan Services v. MACPHERSON - Judge FARNETI 11Mar2008
4. "A bank may not lend its credit to another even though such a transaction turns out to have been of benefit to the bank, and in support of this a list of cases might be cited, which-would look like a catalog of ships." [Emphasis added] Norton Grocery Co. v. Peoples Nat. Bank, 144 SE 505. 151 Va 195.
5. "In the federal courts, it is well established that a national bank has not power to lend its credit to another by becoming surety, indorser, or guarantor for him." Farmers and Miners Bank v. Bluefield Nat'l Bank, 11 F 2d 83, 271 U.S. 669.
6. Bank of New York v. SINGH - Judge KURTZ 14Dec2007
7. Bank of New York v. TORRES - Judge COSTELLO 11Mar2008
8. Bank of New York v. OROSCO - Judge SCHACK 19Nov2007
Citi Mortgage Inc. v. BROWN - Judge FARNETI 13Mar2008
9. "The doctrine of ultra vires is a most powerful weapon to keep private corporations within their legitimate spheres and to punish them for violations of their corporate charters, and it probably is not invoked too often.... Zinc Carbonate Co. v. First National Bank, 103 Wis 125, 79 NW 229. American Express Co. v. Citizens State Bank, 194 NW 430." "It has been settled beyond controversy that a national bank, under federal Law being limited in its powers and capacity, cannot lend its credit by guaranteeing the debts of another. All such contracts entered into by its officers are ultra vires . . ." Howard & Foster Co. v. Citizens Nat'l Bank of Union, 133 SC 202, 130 SE 759(1926).
10. ". . . checks, drafts, money orders, and bank notes are not lawful money of the United States ..." State v. Neilon, 73 Pac 324, 43 Ore 168.
11. American Brokers Conduit v. ZAMALLOA - Judge SCHACK 11 Sep2007
Countrywide Mortgage v. BERLIUK - Judge COSTELLO 13Mar2008
12. Deutsche Bank v. Barnes-Judgment Entry
13. Deutsche Bank v. Barnes-Withdrawal of Objections and Motion to Dismiss
Deutsche Bank v. ALEMANY Judge COSTELLO 07Jan2008
Deutsche Bank v. Benjamin CRUZ - Judge KURTZ 21May2008
Deutsche Bank v. Yobanna CRUZ - Judge KURTZ 21May2008
Deutsche Bank v. CABAROY - Judge COSTELLO 02Apr2008

- Deutsche Bank v. CASTELLANOS / 2007NYSlipOp50978U/- Judge SCHACK
11May2007
14. Deutsche Bank v. CASTELLANOS/ 2008NYSlipOp50033U/ - Judge SCHACK
14Jan 2008
15. HSBC v. Valentin - Judge SCHACK calls them liars and dismisses WITH prejudice
**
16. Deutsche Bank v. CLOUDEN / 2007NYSlipOp5 1 767U/ Judge SCHACK 1
8Sep2007
17. Deutsche Bank v. EZAGUI - Judge SCHACK 21Dec2007
Deutsche Bank v. GRANT - Judge SCHACK 25Apr2008
Deutsche Bank v. HARRIS - Judge SCHACK 05Feb2008
18. Deutsche Bank v. LaCrosse, Cede, DTC Complaint
19. Deutsche Bank v. NICHOLLS - Judge KURTZ 21May2008
Deutsche Bank v. RYAN - Judge KURTZ 29Jan2008
Deutsche Bank v. SAMPSON - Judge KURTZ 16Jan2008
20. Deutsche v. Marche - Order to Show Cause to VACATE Judgment of Foreclosure -
11June 2009
21. GMAC Mortgage LLC v. MATTHEWS - Judge KURTZ 10Jan2008
GMAC Mortgage LLC v. SERAFINE - Judge COSTELLO 08Jan2008
HSBC Bank USA NA v. CIPRIANI Judge COSTELLO 08Jan2008
HSBC Bank USA NA v. JACK - Judge COSTELLO 02Apr2008
IndyMac Bank FSB v. RODNEY-ROSS - Judge KURTZ 15Jan2008
LaSalleBank NA v. CHARLEUS - Judge KURTZ 03Jan2008
LaSalleBank NA v. SMALLS - Judge KURTZ 03Jan2008
PHH Mortgage Corp v. BARBER - Judge KURTZ 15Jan2008
Property Asset Management v. HUAYTA 05Dec2007
22. Rivera, In Re Services LLC v. SATTAR / 2007NYSlipOp5 1 895U/ - Judge
SCHACK 09Oct2007
23. USBank NA v. AUGUSTE - Judge KURTZ 27Nov2007
USBank NA v. GRANT - Judge KURTZ 14Dec2007
USBank NA v. ROUNDTREE - Judge BURKE 11Oct2007
USBank NA v. VILLARUEL - Judge KURTZ 01Feb2008
24. Wells Fargo Bank NA v. HAMPTON - Judge KURTZ 03 Jan2008
25. Wells Fargo, Litton Loan v. Farmer WITH PREJUDICE Judge Schack June2008
26. Wells Fargo v. Reyes WITH PREJUDICE, Fraud on Court & Sanctions Judge
Schack June2008
27. Deutsche Bank v. Peabody Judge Nolan (Regulation Z)
Indymac Bank,FSB v. Boyd - Schack J. January 2009

28. Indymac Bank, FSB v. Bethley - Schack, J. February 2009 (The tale of many hats)
29. LaSalle Bank Natl. Assn. v Ahearn - Appellate Division, Third Department (Pro Se)
30. NEW JERSEY COURT DISMISSES FORECLOSURE FILED BY DEUTSCHE BANK FOR FAILURE TO PRODUCE THE NOTE
31. Whittiker v. Deutsche (MEMORANDUM IN OPPOSITION TO DEFENDANTS' MOTIONS TO DISMISS) Whittiker (PLAINTIFFS' OBJECTIONS TO REPORT AND RECOMMENDATION) Whittiker (DEFENDANT WELTMAN, WEINBERG & REIS CO., LPA'S RESPONSE TO PLAINTIFFS' OBJECTIONS TO REPORT AND RECOMMENDATION) Whittiker (RESPONSE TO PLAINTIFFS' OBJECTIONS TO MAGISTRATE JUDGE PEARSON'S REPORT AND RECOMMENDATION TO GRANT ITS MOTION TO DISMISS)
32. Novastar v. Snyder * (*lack of standing*) Snyder (*motion to amend w/prejudice*) Snyder (*response to amend*)
33. Washington Mutual v. City of Cleveland (*WAMU's motion to dismiss*)
34. 2008-Ohio-1177; DLJ Mtge. Capital, Inc. v. Parsons (*SJ Reversed for lack of standing*)
35. Everhome v. Rowland
36. Deutsche - Class Action (RICO) Bank of New York v. TORRES - Judge COSTELLO 11Mar2008
37. Deutsche Bank Answer Whittiker
38. Manley Answer Whittiker
39. Justice Arthur M. Schack
40. Judge Holschuh- Show cause
41. Judge Holschuh- Dismissals
42. Judge Boyko's Deutsche Bank Foreclosures
43. Rose Complaint for Foreclosure | Rose Dismissals
44. O'Malley Dismissals
45. City Of Cleveland v. Banks
46. Dowd Dismissal
47. EMC can't find the note
48. Ocwen can't find the note
49. US Bank can't find the Note
50. US Bank - No Note
51. Key Bank - No Note

52. Wells Fargo - Defective pleading
53. Complaint in Jack v. MERS, Citi, Deutsche
54. GMAC v. Marsh
55. Massachusetts : Robin Hayes v. Deutsche Bank
56. Florida: Deutsche Bank's Summary Judgment Denied
57. Texas: MERS v. Young / 2nd Circuit Court of Appeals - PANEL: LIVINGSTON, DAUPHINOT, and MCCOY, JJ.
58. Nevada: MERS crushed: In re Mitchell
59. "Neither, as included in its powers not incidental to them, is it a part of a bank's business to lend its credit. If a bank could lend its credit as well as its money, it might, if it received compensation and was careful to put its name only to solid paper, make a great deal more than any lawful interest on its money would amount to. If not careful, the power would be the mother of panics, . . . Indeed, lending credit is the exact opposite of lending money, which is the real business of a bank, for while the latter creates a liability in favor of the bank, the former gives rise to a liability of the bank to another. *1 Morse. Banks and Banking* 5th Ed. Sec 65; *Magee, Banks and Banking*, 3rd Ed. Sec 248." American Express Co. v. Citizens State Bank, 194 NW 429.
60. "It is not within those statutory powers for a national bank, even though solvent, to lend its credit to another in any of the various ways in which that might be done." Federal Intermediate Credit Bank v. L'Harrison, 33 F 2d 841, 842 (1929).
61. "There is no doubt but what the law is that a national bank cannot lend its credit or become an accommodation endorser." National Bank of Commerce v. Atkinson, 55 E 471.
62. "A bank can lend its money, but not its credit." First Nat'l Bank of Tallapoosa v. Monroe, 135 Ga 614, 69 SE 1124, 32 LRA (NS) 550.
63. "... the bank is allowed to hold money upon personal security; but it must be money that it loans, not its credit." Seligman v. Charlottesville Nat. Bank, 3 Hughes 647, Fed Case No.12, 642, 1039.
64. "A loan may be defined as the delivery by one party to, and the receipt by another party of, a sum of money upon an agreement, express or implied, to repay the sum with or without interest." *Parsons v. Fox* 179 Ga 605, 176 SE 644. Also see Kirkland v. Bailey, 155 SE 2d 701 and United States v. Neifert White Co., 247 Fed Supp 878, 879.
65. "The word 'money' in its usual and ordinary acceptation means gold, silver, or paper money used as a circulating medium of exchange . . ." Lane v. Railey 280 Ky 319, 133 SW 2d 75.

66. "A promise to pay cannot, by argument, however ingenious, be made the equivalent of actual payment ..." Christensen v. Beebe, 91 P 133, 32 Utah 406.
67. "A bank is not the holder in due course upon merely crediting the depositors account." Bankers Trust v. Nagler, 229 NYS 2d 142, 143.
68. "A check is merely an order on a bank to pay money." Young v. Hembree, 73 P2d 393.
69. "Any false representation of material facts made with knowledge of falsity and with intent that it shall be acted on by another in entering into contract, and which is so acted upon, constitutes 'fraud,' and entitles party deceived to avoid contract or recover damages." Barnsdall Refining Corp. v. Bimam Wood Oil Co. 92 F 26 817.
70. "Any conduct capable of being turned into a statement of fact is representation. There is no distinction between misrepresentations effected by words and misrepresentations effected by other acts." Leonard v. Springer, 197 Ill 532. 64 NE 301.
71. "If any part of the consideration for a promise be illegal, or if there are several considerations for an unseverable promise one of which is illegal, the promise, whether written or oral, is wholly void, as it is impossible to say what part or which one of the considerations induced the promise." Menominee River Co. v. Augustus Spies L & C Co., Wis 559-572; 132 NW 1122.
72. "The contract is void if it is only in part connected with the illegal transaction and the promise single or entire." Guardian Agency v. Guardian Mut. Savings Bank, 227 Wis 550, 279 NW 83.
73. "It is not necessary for rescission of a contract that the party making the misrepresentation should have known that it was false, but recovery is allowed even though misrepresentation is innocently made, because it would be unjust to allow one who made false representations, even innocently, to retain the fruits of a bargain induced by such representations." Whipp v. Iverson, 43 Wis 2d 166.
74. "Each Federal Reserve bank is a separate corporation owned by commercial banks in its region ..." Lewis v. United States, 680 F 20 1239 (1982).
75. "43 Trillion Ponzi Scheme" v Banks filed in Kings County, New York – August 24, 2012
76. **AMICUS BRIEF OF MARIE MCDONNELL – January 20, 2012** *Henrietta Eaton v. Federal National Mortgage Association & another*, No. SJC-11041
77. United States District Court of the District of South Carolina Plaintiffs Ex rel., Lynn E. Szymoniak, Plaintiff-Relator v Wells Fargo Home Mortgage etal, Case#0:10-CV-01465-jfa *SEALED* Filed 05/13/2011

WORKING GLOSSARY

Mortgage loan

1. A loan securitized by a mortgage.
2. A mortgage loan is defined in the Custodial Agreement consistent with the PSA as being "[e]ach mortgage loan identified on the Mortgage Loan Schedule; that is supposed to be attached to the Custodial Agreement (Id).
3. Plaintiff, Ziraili M Elbey purchased a mortgage loan as defined above signing a "note" to Option One Mortgage Corporation hereafter know as (OOMC), now bankrupt, but all affairs now handled by (Sand Canyon Corporation). Plaintiff's "notes" to OOMC secured by two (2) mortgages recorded in the official records of the Lancaster County, SC Register of Deeds office. First Mortgage loan was recorded by OOMC on April 07, 2006 at book: mortgage 1486, pg. 1-8. While, the second mortgage loan was recorded the 'same' by OOMC on April 07, 2006 at book: mortgage 1486, pg. 9-14.

Mortgage-backed security

A **mortgage-backed security (MBS)** is a securitized interest in a pool of mortgages. It is a bond. Instead of paying investors fixed coupons and principal, it pays out the cash flows from the pool of mortgages. The simplest form of mortgage-backed security is a **mortgage pass-through**. With this structure, all principal and interest payments (less a servicing fee) from the pool of mortgages are passed directly to investors each month.

A 30-year fixed-rate residential mortgage makes a fixed payment each month until its maturity. Each payment represents a partial repayment of principal along with interest on the outstanding principal. Over time, as more of the principal is paid off, the size of the interest payment declines. Accordingly, the portion of each payment representing principal repayment increases over the life of the mortgage. This is illustrated in Plaintiff's

Mortgage pass-through security

A debt instrument representing a direct interest in a pool of mortgage loans. The pass-through issuer or servicer collects payments on the loans in the pool and "passes through" the principal and interest to the security holders on a *pro rata* basis. Mortgage pass-through securities are also known as Asset-Backed Certificate, Series 2007-1 (see Exhibit B), (MBS) and participation certificates (PC). This is illustrated in Plaintiff's Exhibit A

***Projected Undisclosed Securitization Model of ElBeys Mortgage-backed security Loan*.**

Mortgage Servicer

An institution acting in its capacity as a Servicer of Mortgages for Freddie Mac.

Pool

A collection of mortgage loans assembled by an originator or master servicer as the basis for a security. In the case of Fannie Mae, Fannie Mae or Freddie Mac mortgage pass-through securities, pools are identified by a number assigned by the issuing agency.

("loan pool")

A ("loan pool") (P.S.A.) is the LEGAL CONTRACT filed with the Securities and Exchange Commission (SEC) when the Trust containing a loan was formed. It lists all the Transaction Parties that were involved in the formation of the Trust.

REMIC (Real Estate Mortgage Investment Conduit)

A pass-through investment vehicle which issues multiclass Asset-Backed Certificate, Series 2007-1 that have certain tax and accounting advantages for issuers and investors due to the Tax Reform Act of 1986. Currently, most CMOs are issued in REMIC form and the terms "REMIC" and "CMO" are now used interchangeably.

Securitization

A securitization is a financial transaction in which assets are pooled and securities representing interests in the pool are issued. An example would be a financing company that has issued a large number of auto loans and wants to raise cash so it can issue more loans. One solution would be to sell off its existing loans, but there isn't a liquid secondary market for individual auto loans. Instead, the firm pools a large number of its loans and sells interests in the pool to investors. For the financing company, this raises capital and gets the loans off its balance sheet, so it can issue new loans. For investors, it creates a liquid investment in a diversified pool of auto loans, which may be an attractive alternative to a corporate bond or other fixed income investment. The ultimate debtors—the car owners—need not be aware of the transaction. They continue making payments on their loans, but now those payments flow to the new investors as opposed to the financing company. The debtors are never aware that their car has been PAID.

All sorts of assets are securitized: These are assets to the consumer. Assets are often called collateral.

- auto loans
- student loans
- mortgages

- credit card receivables
- lease payments
- accounts receivable
- corporate or sovereign debt, etc.

Standard categories of securitizations are

- Asset-Backed Certificate, Series 2007-1 (MBS), which are backed by mortgages;
- asset-backed securities (ABS), which are mostly backed by consumer debt;
- collateralized debt obligations (CDO), which are mostly backed by corporate bonds or other corporate debt.

With a securitization, the party underwriting credit risks is not the party taking that credit risk. This opens the door to various abuses. Such abuses, especially with regard to securitizations of subprime residential mortgages, Plaintiffre a primary cause of the 2008 financial crisis.

Servicer

An institution acting in its capacity as a Servicer of Mortgages for Freddie Mac.

Servicing

The collection and pooling of principal, interest and escrow payments on mortgage loans and mortgage securities; accounting; bookkeeping; insurance; tax records; loan payment follow-up; delinquency loan follow-up; and loan analysis. The party providing these services receives a fee, the *servicing fee*, as compensation.

Service Agent

A Servicing Agent is a Servicer that has received Freddie Mac's authorization to act on behalf of another Servicer in Servicing Mortgages purchased by Freddie Mac.

Servicing fee

The amount retained by the mortgage servicer from monthly interest payments made on a mortgage loan.

Transfer agent

A party appointed to maintain records of securities owners, to cancel and issue certificates, and to address issues arising from lost, destroyed or stolen certificates.

Transfer of Servicing

A transfer of servicing means the assignment, sale, conveyance or other transfer of all Servicing duties and responsibilities set forth in the Purpose Documents with respect to Mortgage and Real Estate Owned (REO) owned in whole or in part by Freddie Mac or Fannie Mae.

LEGAL STANDARD

"To survive a motion to dismiss, a complaint must contain sufficient factual matter, accept as true, to 'state a claim to relief that is plausible on its face'" Ashcroft v Iqbal, 556 U.S. 662, 378 (2009). Plausibility "is not akin to a probability requirement, but [required] more than a sheer possibility ..." Id. Thus, "[a] pleading that offers 'labels and conclusions' or 'a formulaic recitation of the elements of a cause of action will not do.'" Id. The inquiry is limited to the facts alleged in the verified first amended complaint, or susceptible to judicial notice. In re Colonial Mortg. Bankers Corpl., 324 F.3d 12, 15 (1st Cir. 2003).

INTRODUCTION

Millions of Americans that are victims of the largest organized crime spree in the history of mankind is the fact that in order to accomplish this crime spree the criminals and their counterparts have destroyed our nation's civil legal system.

Make no mistake, the "foreclosure crisis" as it has played out, and as it continues to play out all across this country is a complex and interconnected series of state sponsored crimes. The

crimes began when the loans were made, continued when the loans were sold to investors, continued when mortgage payments were loaded onto the international PONZI scheme that is mortgage securitization, then really ramped up when the criminals continued their crime sprees in state and federal courts all across this country.

The crime spree called foreclosure that continues to play out in homes and neighborhoods all across this country could not have occurred if our courts did not agree to become partners in the crime spree.

Our nation's court system is in fact desecrated, destroyed, a crumbled heap of what it once was. We were a nation of laws. America was a nation that was governed, ultimately, by judges and a legal system that served a larger societal and historical purpose. At one point in time, judges and our nation's court system recognized that the function of the court system was to protect The People and The Nation from the out of control evil and corporate interests that brought us all robo signing and foreclosure fraud and LIBOR rigging and HSBC money laundering and everything that is our national banking system.

To this day, banks foreclose on borrowers using fraudulent mortgage assignments, a legacy of failing to prosecute this conduct and instead letting banks pay a fine to settle it. This disappoints Respondent, Ziraili M Elbey who told this Lancaster Court of Common Pleas, in Lancaster, South Carolina that her mortgage ASSIGNMENT filed with the Lancaster Register of Deeds office was fraudulent, but the court did not listen and signed an order to foreclose. It appears that now essentially "whoever lies the most convincingly and whoever gets the benefit of doubt from the Special Referee previously, gets a motion heard and an order signed.

Respondent's Exhibit A will recap allegations from lawsuit United States District Court of the District of South Carolina Plaintiffs Ex rel., Lynn E. Szymoniak, Plaintiff-Relator v Wells Fargo Home Mortgage et al, Case#0:10-CV-01465-jfa *SEALED* Filed 05/13/2011. This case filed in United States District Court of South Carolina deals with the very same issues Respondent's has at present. [see Exhibit A with a written AFFIDAVIT]

In this Exhibit A, the defendants concealed that the notes and the assignments were never delivered to the MBS trusts and disseminated false and misleading statements to the investors, including the U.S. government and the States of California, Delaware, Florida, Hawaii, Illinois, Indiana, Massachusetts, Minnesota, Montana, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, Rhode Island, Virginia, District of Columbia, the City of Chicago and the City of New York.

Relator conducted her own investigations in furtherance of a False Claims Act qui tam action and found that the Defendants pursued and continue to pursue foreclosure actions using false and fabricated documents, particularly mortgage assignments. The Defendants used robo-signers who signed thousands of documents each week with no review nor any knowledge of their contents and created forged mortgage assignments using fraudulent titles in order to proceed with foreclosures. The Defendants used these fraudulent mortgage assignments to conceal that over 1400 MBS trusts, each with mortgages valued at over \$1 billion, are missing critical documents, namely, the mortgage assignments that were required to have been delivered to the trusts at the inception of the trust. Without lawfully executed mortgage assignments, the value of the mortgages and notes held by the trusts is impaired because effective assignments are necessary for the trust to foreclose on its assets in the event of mortgage defaults and because the

trusts do not hold good title to the loans and mortgages that investors have been told secure the notes.

The fraud carried out by the Defendants in this case includes, inter alia: Mortgage assignments with forged signatures of the individuals signing on behalf of the grantors, and forged signatures of the witnesses and the notaries;

- Mortgage assignments with signatures of individuals signing as corporate officers for banks and mortgage companies that never employed them;
- Mortgage assignments prepared and signed by individuals as corporate officers of mortgage companies that had been dissolved by bankruptcy years prior to the assignment;
- Mortgage assignments prepared with purported effective dates unrelated to the date of any actual or attempted transfer (and in the case of trusts, years after the closing date of the trusts);
- Mortgage assignments prepared on behalf of grantors who had never themselves acquired ownership of the mortgages and notes by a valid transfer, including numerous such assignments where the grantor was identified as "Bogus Assignee for Intervening Assignments;" and
- Mortgage assignments notarized by notaries who never witnessed the signatures that they notarized. The MBS Trusts and their trustees, depositors and servicing companies further misrepresented to the public the assets of the Trusts and issued false statements in their prospectuses and certifications of compliance.

FINDING OF FACT:

1. **OPTION ONE MORTGAGE CORPORATION** (hereafter (OOMC) option one mortgage as the assignor of the ASSIGNMENT to H & R BLOCK BANK, FSB, the deed of trust (mortgage) was assigned to POOL, at the same time the mortgage note was assigned- shortly after Respondent's loan closed or even before. Henceforth, the deed of trust cannot now be placed into the loan pool because, much like the closing dated of the mortgage, the loan pool also has a closing date. If the assignment is dated after the closing date of the loan pool, the note and deed of trust (mortgage) are now bifurcated and Plaintiff- H & R BLOCK BANK, FSB and or NATIONSTAR MORTGAGE LLC, and whomever else are at best unsecured MORTGAGE SERVICERS, and are not holders in due course. [see Exhibit A and Exhibit B]
2. **OPTION ONE MORTGAGE CORPORATION** [now bankrupt] (hereafter (OOMC) sold Respondent, Ziraili Elbey mortgage and mortgage land and it became a REMIC. [see Exhibit B with written Affidavit]
3. **CERTIFIED SECURIZATION REPORT** filed in the Public Record as SC Rule of Evidence Rule 901(a)(b)(7) original lender (OOMC) sold Respondent's Mortgage and Note and it became a REMIC, sold to investors. [see Exhibit B with a written Affidavit]
4. **RESPONDENT, ZIRAILI M ELBEY** not known at the time, not disclosure at the time of the REMIC that she became an non-compensated investor too.
5. **RESPONDENT, ZIRAILI M ELBEY** has not been given valuable consideration for the mortgage nor the mortgage loan.

That Plaintiff fails to include in its Motion to Restore Compliant #2011-CP-29-35 that South Carolina's UCC laws help protect the interests of the Respondent, Ziraili Elbey with genuine interests in enforcement of her NOTE. The intended protections of the UCC are recognized across America. See, for example, *In re Kemp*, No. 08-18700-JHW (Bankr. D. NJ 2010) ("From the maker's standpoint, therefore, it becomes essential to establish that the Plaintiff who demands foreclosure preceding or demands payment of a negotiable Note, or to whom payment is made, is the duly qualified holder. Otherwise, the obligor [the Respondent] is exposed to the risk of double payment or at least to the expense of litigation incurred to prevent duplicative satisfaction of the instrument."); *Well Fargo Bank v. Sessley*, 2010-Ohio-2902 (OH Ct.App. 2010)(Noting an underlying concern about multiple judgments on the same debt."); *In re Kang Jin Hwang*, 396 B.R. 757 (Bankr. C.D. CA 2008)(Weighing whether failure to join another party to the suit might leave the Respondent, the borrower subject to a substantial risk of incurring multiple obligations under the same NOTE.); Accordingly, this action should be dismissed with prejudice. The mortgage lien and NOTE is "SATISFIED". {also written in Respondent's Answers to Plaintiff's Motion & Order pg. (3), dated July 24, 2013}

6. **SECURITY CONNECTIONS, INC**, 240 Technology Drive, Idaho Falls, ID 83401 executed an **ASSIGNMENT** Respondents' promissory note for **SAND CANYON CORPORATION**, f/k/a **OPTION ONE MORTGAGE CORPORATION**, but lacked authority because Security Connections, Inc. staff were not corporate executives of **SAND CANYON/OPTION**. [see Exhibit C with written Affidavit]

That Plaintiff fails to include in its Motion to Restore Compliant #2011-CP-29-35 that Plaintiff, H & R Block Bank, NA cannot enforce foreclosure because it has no right to make any demands for payment than the question is "who does." Accordingly, this action should be dismissed with prejudice. The mortgage lien and NOTE is "SATISFIED". [also written in Respondent's Answers to Plaintiff's Motion & Order pg. (3)., dated July 24, 2013]

7. **SAND CANYON/OPTION** violated the **FDCPA** by using an illegal means to collect a debt and that **SECURITY CONNECTION, INC** is also vicariously liable for the violation through the conduct of its employees signing the **ASSIGNMENT** by nationally known Robo-signers making **ASSIGNMENT** fraudulent.
8. **BROCK AND SCOTT, PLLC**, a company meeting the definition of a debt collector is vicariously liable for the actions of the Plaintiff. *Muzuco v. ReSubmitIt, LLC*, 2012 WL 3242013, No. 11-62628-Civ., at *5 (S.D. Fla. August 7, 2012).
9. **BROCK AND SCOTT, PLLC**, fail to submit a true, not an assumption of truth **ASSIGNMENT** to this court on behalf of Plaintiff, H & R BLOCK BANK, FSB.
10. **BROCK AND SCOTT, PLLC**, a company meeting the definition of a debt collector relied on and through deceptive acts and practices, unconscionable conduct to this court to cause a foreclosure judgment sale on Respondent's property using a fraudulent **ASSIGNMENT**.
11. Respondent, Ziraili M Elbey never contracted with H & R BLOCK BANK, FSB, however, H & R BLOCK BANK, FSB filed a fraudulent **ASSIGNMENT** in Lancaster County, ROD and demanded monthly payments for years, plus an additional tender of payment in the amount of \$ 197,186.00. Based on the above findings H & R BLOCK BANK, FSB was never the "HOLDER". [see Exhibit B with written **AFFIDAVIT**]
12. **SAND CANYON/OPTION ONE** had **SECURITY CONNECTIONS** prepare a fraudulent **ASSIGNMENT** to H & R BLOCK BANK, FSB dated, March 29, 2006. Assignment. This **ASSIGNMENT** was never recorded on March 29, 2006 in Lancaster County, ROD. [see Exhibit C with written **AFFIDAVIT**]

According to Lynn Szymoniak, Esq., Editor, Fraud Digest, February 9, 2010
In all of these cases, the Assignment was prepared to conceal the actual date that the property was acquired by the Trust. An examination of the Assignments filed showing the grantee as the Trust – such as "Soundview Home Loan Trust 2006 – OPT 2" – shows that most of these Assignments were prepared and filed in 2008 and 2009, when, in reality, the mortgages and notes were actually assigned – albeit defectively - prior to the closing date of the Trust. While the exact closing date can only be determined by looking at the trust documents, any Trust that includes the year in 2006 in its title most likely closed in 2006.

*****If a Mortgage Assignment is dated, notarized and filed in a year after the year set forth in the name of the grantee trust on the Assignment, it is actually an Assignment specially, and in many cases, fraudulently, made to facilitate foreclosures*****

13. SAND CANYON/OPTION ONE ; the fraudulent ASSIGNMENT in question was finally recorded four years later in the Lancaster County Register of Deeds in South Carolina on August 05, 2010. [see Exhibit C Public Record with a written AFFIDAVIT]
14. NATIONALLY KNOWN ROBO-SIGNERS signed fraudulent ASSIGNMENT by alleged robo or surrogate signer MELISSA HIVELY and KRYSTAL HALL dated: July 02, 2010. [see Exhibit C-1 with written AFFIDAVIT]
15. TELEPHONIC DEPOSITION OF KRYSTAL HALL for IN THE DISTRICT COURT IN AND FOR MIAMI – DADE FLORIDA, Case No. 09-22079 CA (15) dated Monday, November 30, 2009, 1:07 P.M., Idaho falls, Idaho [see Exhibit C-2 with a written AFFIDAVIT]
16. CERTIFIED SHORTHAND COURT REPORTER, LICENSE # 746 verified telephonic deposition, again, on 24th October 2012 [see Exhibit C-3 with AFFIDAVIT]
17. H & R BLOCK BANK, FSB notice of ASSIGNMENT, SALE, OR TRANSFER OF SERVICING RIGHTS to NATIONSTAR MORTGAGE LLC 350 Highland Dr., Lewisville, TX 75067, dated October 31, 2011. The Plaintiff's fraudulent ASSIGNMENT was never filed with the Lancaster County Register of Deeds in Lancaster, South Carolina. [see Exhibit E with written AFFIDAVIT]
18. Respondent, never contracted with NATIONSTAR MORTGAGE LLC, however, NATIONSTAR MORTGAGE through Brock & Scott PLLC demanded a payoff in the amount of \$233,312.88 to "SATISFY" case# 2011-CP-29-35. Based on the findings NATIONSTAR MORTGAGE LLC was never the "HOLDER". [see Exhibit B with written AFFIDAVIT]

19. Plaintiff, H & R BLOCK BANK, FSB by virtue of ASSIGNMENT in this action is not the holder of the note nor mortgage as stated in Plaintiff's "Deficiency Demanded as to Respondent Ziraili M Elbey, Special Referee's Report and Judgment of Foreclosure Sale dated 22nd August 2012. All is fraud placed before this court. [see Exhibit B with written AFFIDAVIT]
20. H & R BLOCK BANK, FSB, PLAINTIFF violated the Fair Debt Collection Practices Act ("FDCPA"); fraud, failure to respond to a qualified written request under 12 U.S.C. § 2605(e)(2) or the Dodd-Frank Act in an attempt and full intention to further use deceptive acts and practices.
21. Attorney in Fact, NATIONSTAR MORTGAGE LLC, by virtue of fraudulent ASSIGNMENT from H & R BLOCK BANK, FSB in this action is not the holder of the note nor mortgage, however they too have also through Plaintiff's law firm Brock and Scott demanded payoff from the Respondent in the amount of \$233,312.88 further bring fraud upon this court. [see Exhibit B and Exhibit F with written AFFIDAVIT]
22. NATIONSTAR MORTGAGE LLC on January 02, 2013 received tender of payment in the amount of \$241, 936.08. PUBLIC RECORD in accordance with SC UCC 36-9-210.
23. Respondent was never given valuable consideration in the mortgage nor the note in this matter on property described as Map No. 0006M-0A-261.00.
24. Plaintiff, H & R BLOCK BANK, FSB has been duly notified of Respondent's pleadings and objections in this matter for this court.
25. Payment made multiple time on this mortgage and note. There is no indebtedness in reference to above this Respondent. There is no collection due.
26. Having considered the nature, extend and difficulty of research, consultation, (in the field of mortgage foreclosure cases in South Carolina and the across the United States of America in general, this is a specialized area of research); time involved in reviewing various loan documents, seeking professional services and paying service fees, preparing the pleadings and preparing for an US District Court in South Carolina, and the US Bankruptcy Court of the District Court of South Carolina, gasoline cost driving the Columbia, SC, the mental drain and stress leading to hospitalization of Respondent, hospital bills, find that the sum of \$50,000 is reasonable to respond to a wrongful foreclosure and foreclosure order for sale responding to an initial Complaint 2011 thru year 2013. Services and expenditures anticipated to be performed until final adjudication contemplates completion of this matter within a reasonable time and does not include exceptional, unanticipated circumstances delaying conclusion beyond the normal time.
27. The amount due and owing on the note and mortgage, with interest at the rate provided in the note, and other cost and expenses for valuable consideration, including Respondent's cost accumulations in no. 26. previously tendered, is as follows:

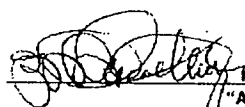
Respondent's Asset Account without interest [1 st Mortg]	\$197,186.00
Respondent's Asset Account without interest [2 nd Mortg]	49,296.00
Respondent's Expenses [yrs. 2011-2013]	50,000.00

28. That there is due to the Respondent, Ziraili M Elbey valuable consideration on her note and mortgage the sum of \$296,482.00, representing the Total due to Respondent as outlined above.
29. The mortgage and note been paid multiple times in the amount of \$197,186.00 to H & R BLOCK BANK, FSB.
30. The mortgage and note have been paid multiple of times in the amount of \$49,296.00 to SPECIALIZED LOAN SERVICING.
31. The mortgage and note have been paid multiple of times in the amount of \$233,312.88 to NATIONSTAR MORTGAGE LLC.

VERIFICATION

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

Dated: August 19th, 2013 A.D.

By: 

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

IT IS , THEREFORE ORDERED, ADJUDGED AND DECREED:

1. That the Respondent is entitled to valuable consideration, hereinafter described, pay to Respondent entitlement consideration together with Respondents expenses cost and disbursement of this action pending further Order of this Court.
2. That on default of Assét Account due, the Respondent, Ziraili M Elbey entitlement interest, shall be collected by an appointed financial officer through Lancaster County CEO's office and or its assigns to collect and set-up an Escrow Account for Respondent's assets, any and all appropriate valuable consideration due to Respondent by law hereafter, on the following terms, that is to say:
3. FOR CASH: The undersigned Special Referee should prepare and appoints a Lancaster County financial officer to collect and shall require a deposit of 25% on the funds due on Respondent asset account (in cash or equivalent) place it in an Escrow Account for Respondent in case of non-compliance within thirty (30) days the same shall be applied to the Respondent's Escrow Account.
4. In the event the total cost shall be paid to Respondent's Escrow account managed by a financial officer of the Lancaster Finance Department. Due date of receipt of total fund is (60) day from the date of adjudication. Funds shall accrue until paid to Respondent at the rate of 7.999% per daily, standard collection interest rate and disbursement to Respondent in the form of a Cashier's Check made out to KMJ TRUST [IRREVOCABLE TRUST] on or before, the (61st) day.
5. Plaintiff is to pay for any and all expenses due to Respondent as she is Beneficial Owner and Entitlement Holder to the mortgage and mortgage loan directly to an appointed financial officer for Respondent's Escrow Account set-up by the Lancaster Finance Office. This should also include any and all court cost
6. That it is further ORDERED, ADJUDGED AND DECREED that Plaintiff and its assigns known, and or unknown claiming under it be forever barred and banned of all rights, title, interest and equity of redemption in mortgage assets or entitlements, or any part thereof.
7. That it is further ORDERED, ADJUDGED AND DECREED that ineffective, fraudulent ASSIGNMENT and made pursuant to this judgment and Lis Pendens filed in this court be removed; and that the Lancaster County Register of Deeds is here by authorized to omit from the indices pertaining to such conveyance the names of H & R BLOCK BANK, FSB, NATIONSTAR MORTGAGE LLC and other parties not contained in the original Deed as Grantee.
8. That it is further ORDERED, ADJUDGED AND DECREED that after the Order

releasing by the Special Referee's Report and Judgment of Foreclosure and Sale, Deficiency Demand as to Defendant Ziraili M. Elbey (a/k/a) Ziraili Mohassan El Bey) shall direct the Register of Deeds to release of record the liens(s) giving Respondent clear title.

9. The Respondent is seeking that Plaintiff's Motion & Order to Restore be Dismissed with Prejudice under SCRCF rule 12(b)(6), further that foreclosure judgment order of law thereto in writing, expressly Demanded the right under SCRCF rule 43(k) (settled) and 'SATISFIED' accordingly as a matter of law.

CONCLUSION OF LAW: Respondent, therefore, concludes as follows:

1. The Respondent be released from any foreclosure or deficiency demand judgment; and Order Property release from any liens (known or unknown) for clean and clear title.
2. The Respondent shall receive from Plaintiff valuable consideration as beneficial owner and entitlement holder as those proceeds are to be placed in Escrow, collected and managed for Respondent and disbursed to in the name of KMJ TRUST (IRREVOCABLE) in a bank certified check on or before, the (61st) day following adjudication order of the Special Referee.

Reference

Original Mortgage Originator:	OPTION ONE MORTGAGE CORPORATION
Original Loan Number:	REDACTED
Original Servicing Number:	REDACTED
Property Address:	13132 Wilburn Park Lane, Ft. Mill, SC 29707
Legal Description:	0006M-0A-261.00

All that certain piece, parcel or lot of land located in Lancaster County, South Carolina, and being designated as Lot 261 on that certain Plat of Clairemont, Phase 2, Map 5, prepared by Yarbrough, Williams & Houle, Inc. dated January 18, 2005, and recorded January 28, 2005, as Plat Doc #2005 at Page 0047 in the Office for the Clerk of Court for Lancaster County, South Carolina.

Also being shown as Lot 261 of Clairemont on a Plat of Ziraili Elbey prepared by Hucks and Associates, PC dated March 3, 2006, and recorded in Plat Doc 2006 at Page 198. This being the identical property conveyed to Ziraili M. Elbey by deed from The Ryland Group, Inc. dated March 29, 2006 and recorded April 7, 2006 in Book 329 at Page 170.

Also being shown as Lot 261 of Clairemont on a Plat and Land Patent of Ziraili Elbey prepared by Precision Surveying Incorporated, No. -CO1244 of Lancaster, SC 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.

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

TMS: 0006M-0A-261.00

AND IT IS SO ORDERED

The Honorable Phillip E. Wright
Special Referee for Lancaster County

Date: _____
Lancaster, South Carolina

CERTIFICATION OF MAILING

The undersigned hereby certifies that she is Ziraili-Mohassan: Elbey, Secured Party/Principal is of such age and discretion as to be competent to serve papers. That on the 19th August 2013 she served a copy of MOTION AND ORDER TO SET ASIDE/VOID JUDGMENT, RELEASE DEFICIENCY DEMAND ADND FORECLOSURE JUDGMENT AS TO ZIRAILI M ELBEY AND DEMAND VALUABLE CONSIDERATION FROM H & R BLOCK BANK FSB, AS PLAINTIFF & ATTORNEYS BROCK & SCOTT PLLC BROUGHT FRAUD UPON THIS COURT AND DISMISS WITH PREJUDICE by placing said copy in a postage paid envelope addressed to the following person(s) at the address stated below, which is the last known address, and by depositing said envelope and contents in the U.S. Mail.

Party(ies) Served:

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

The Honorable Jeff Hammond (handcarried)
Post Office Box 1809
Lancaster, South Carolina 29721-1809

The Honorable Phillip E. Wright
408 North Main Street
Lancaster, South Carolina 29721

Dated. 19th August
9789 Charlotte Highway, Suite 400-191
Ft. Mill, South Carolina

By 

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

SEAL

Page 24

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

6th

JUDICIAL CIRCUIT

COUNTY OF Lancaster

CASE NO.: 2011-CP-29-35

H & R Block Bank

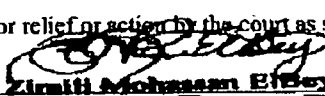
Plaintiff,

vs.

Ziraili M Elbey, In Propria Persona

Defendant.

**MOTION AND ORDER INFORMATION
FORM AND COVERSHEET**

Plaintiff's Attorney: Chad W. Burgess, Bar No. ESQ Address: Brock & Scot Law Firm, 3800 Fernandina Rd, Ste 110 Phone: 803-454-3540 Fax 803-454-3541 E-mail: Other:		Defendant's Attorney: Ziraili M Elbey, Bar No. In Propria Persona Address: Return Address: 9789 Charlotte Hwy, Ste 400-191 Phone: 803-233-2665 Fax 866-408-8863 E-mail: arnold.miser@gmail.com Other:	
☐ MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III) ☒ FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III) ☒ PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)			
SECTION I: Hearing Information Nature of Motion: Defendant's Motion to Vacate Order Estimated Time Needed: Court Reporter Needed: ☒ YES ☒ NO			
SECTION II: Motion/Order Type ☐ Written motion attached ☒ Form Motion/Order I hereby move for relief or action by the court as set forth in the attached proposed order.  Ziraili M. Elbey Signature of Attorney for ☐ Plaintiff / ☒ Defendant 08/06/2013 Date submitted			
SECTION III: Motion Fee ☒ PAID - AMOUNT: \$ 25.00 ☐ EXEMPT: (check reason) ☐ Rule to Show Cause in Child or Spousal Support ☐ Domestic Abuse or Abuse and Neglect ☐ Indigent Status ☐ Sexually Violent Predator Act ☐ Motion for Stay in Bankruptcy ☐ Motion for Publication ☐ Proposed order submitted at request of the court; or, reduced to writing from motion made in open court per judge's instructions Name of Court Reporter: _____ ☐ Other: ☐ State Agency v. Indigent Party ☐ Post-Conviction Relief ☐ Motion for Execution (Rule 69, SCRCP)			
JUDGE'S SECTION ☐ Motion Fee to be paid upon filing of the attached order. ☐ Other:		JUDGE CODE _____ Date: _____	
CLERK'S VERIFICATION Collected by: _____ Date Filed: _____ ☐ MOTION FEE COLLECTED: \$ _____ ☐ CONTESTED - AMOUNT DUE: \$ _____			

FILED
CLERK OF COURT
LANCASTER, SC
2013 AUG 21 AM 11:32

STATE OF SOUTH CAROLINA
COUNTY OF LANCASTER

H&R Block Bank,

Plaintiff,

v.

Ziraili M. Elbey a/k/a Ziraili Mohassan El Bey;
WKFC Living Trust Under Trust Agreement
Dated June 4, 2010 by and through its Trustee
Wellesley K. Clayton and American Home
Mortgage Servicing, Inc. s/b/m to Option One
Mortgage Corporation,

Defendants.

SIXTH JUDICIAL CIRCUIT
IN THE COURT OF COMMON PLEAS
C/A No.: 2011-CP-29-0035

**NOTICE OF MOTION AND MOTION TO
STRIKE AND FOR SANCTIONS**

FILED
CLERK
COURT
2013 SEP 26 PM 1:42
LANCASTER, SC

TO: ZIRAILI M. ELBEY, PRO SE DEFENDANT:

YOU WILL PLEASE TAKE NOTICE that the attorney for the Plaintiff will, on the tenth (10th) day after service hereof, or as soon thereafter as counsel may be heard, move before the Honorable Philip E. Wright as Special Referee for Lancaster County for an Order pursuant to Rule 12 (f) of the South Carolina Rules of Civil Procedure striking all of the filings of the Defendant Ziraili M. Elbey a/k/a Ziraili Mohassan El Bey as such filings appear to be wholly made up of redundant, immaterial, impertinent, and/or scandalous matters and all such filings should be stricken from the record. The Plaintiff also request that sanctions be imposed upon the Defendant for said frivolous filings including an Order enjoining the Defendant from making future frivolous filings, an Order granting the Plaintiff an award of attorney's fees and court costs incurred in defending against the Defendant's filings, and for such other and further relief as the Court deems just and proper.

This Motion is supported by the South Carolina Rules of Civil Procedure, relevant case law, and any discovery, affidavits, or memoranda presented.

[SIGNATURE PAGE TO FOLLOW]

B&S No.: 10-19401



Chad W. Burgess, SC Bar #72520
Brock & Scott, PLLC
3800 Fernandina Road, Suite 110
Columbia, SC 29210
Phone 803-454-3540 Fax 803-454-3541
Attorney for Plaintiff

Dated: September 23, 2013
Columbia, South Carolina

B&S No.: 10-19401

STATE OF SOUTH CAROLINA

COUNTY OF LANCASTER

H&R Block Bank,

Plaintiff,

v.

Ziraili M. Elbey a/k/a Ziraili Mohassan El Bey;
WKFC Living Trust Under Trust Agreement
Dated June 4, 2010 by and through its Trustee
Wellesley K. Clayton and American Home
Mortgage Servicing, Inc. s/b/m to Option One
Mortgage Corporation,

Defendants.

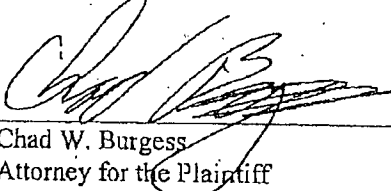
SIXTH JUDICIAL CIRCUIT
IN THE COURT OF COMMON PLEAS
C/A No.: 2011-CP-29-0035

CERTIFICATE OF MAILING

The undersigned hereby certifies that on September 23, 2013
he served a copy of Plaintiff's Notice of Motion and Motion to Strike and for Sanctions, and
Certificate of Mailing upon the person(s) below by depositing the same in the US Mail with
proper postage affixed and addressed as follows:

The Honorable Philip E. Wright
Lancaster County Special Referee
408 North Main Street
Lancaster, South Carolina 29720

Ziraili M. Elbey
9789 Charlotte Highway, Suite 400-191
Fort Mill, South Carolina 29707


Chad W. Burgess
Attorney for the Plaintiff

Dated: September 23, 2013
Columbia, South Carolina

FILED
CLERK
OF COURT
2013 SEP 26 PM 1:42
CLERK OF COURT
LANCASTER, SC

B&S No.: 10-19401

STATE OF SOUTH CAROLINA
COUNTY OF LANCASTER

H&R Block Bank,
[X] Plaintiff

vs.

Ziraili M. Elbey a/k/a Ziraili Mohassan El Bey; WKFC
Living Trust Under Trust Agreement Dated June 4,
2010 by and through its Trustee Wellesley K. Clayton
and American Home Mortgage Servicing, Inc. s/b/m to
Option One Mortgage Corporation,
[] Defendant(s)

IN THE [X] COURT OF COMMON PLEAS
[] FAMILY COURT

CASE NO. 2011-CP-29-0035

**MOTION INFORMATION
FORM AND COVER SHEET**

FILED
CLERK OF COURT
2013 SEP 26 PM 1:42
LANCASTER, SC

Check box above indicating submitting party.

Name, S.C. Bar no. and address of Plaintiff's attorney.

Chad W. Burgess
3800 Fernandina Road, Suite 110
Columbia, SC 29210
E-mail: Chad.Burgess@brockandscott.com
Telephone: 803-454-3540 Fax: 803-454-3541

Name, S.C. Bar no. and address of Defendant's attorney.

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

- [X] MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III)
[] FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III)
[] PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II AND III)

SECTION I: Hearing Information

Nature of Motion: Motion to Strike Defendant's filings

Estimated Time Needed: 15 Minutes

Court Reporter Needed: Yes

SECTION II: Motion Type

- [X] Written Motion attached
[] Form Motion/Order

I hereby move for relief or action by the court as set forth in the attached proposed Order.

Signature of Attorney for Plaintiff

Date Submitted

9/23/13

SECTION III: Motion Fee

[X] Paid-Amount: \$25.00

[] EXEMPT:

- [] Rule to show Cause in Child or Spousal Support
[] Domestic Abuse or Abuse and Neglect
[] Indigent Status [] State Agency v. Indigent Party
[] Sexually Violent Predator Act [] Post-Conviction Relief [] Motion to Stay Bankruptcy
[] Motion for Publication [] Motion for Execution (Rule 69, SRCP)
[] Proposed Order submitted at request of the court; or, reduced to writing from motion
made in open court per judge's instructions.

Name of Court Reporter: _____

[] OTHER

JUDGE'S SECTION

- [] Motion fee to be paid upon filing of the attached Order.
[] Other:

JUDGE: _____

CODE: _____

DATED: _____

CLERKS VERIFICATION

Collected by: _____
(print name)

Date Filed: _____

[] MOTION FEE COLLECTED:

[] CONTESTED—AMOUNT DUE:

SCCA/233 (11/03)

B&S No.: 10-19401

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

H&R Block Bank, FSB,

Plaintiff,

v.

Ziraili M. Elbey a/k/a Ziraili Mohassan
El Bey, WKFC Living Trust Under Trust
Agreement Dated June 4, 2010, by and
through its Trustee, Wellesley K. Clayton
and American Home Mortgage Servicing,
Inc., s/b/m to Option One Mortgage
Corporation,

Defendants.

HEARING

COPY

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

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



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APPEARANCES

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

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

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Certificate 50

EXHIBITS

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



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

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

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

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

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

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

19 THE COURT: El Bey.

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

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

24 MRS. EL BEY: Yes.

25 THE COURT: You're representing what?



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

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

8 MR. CLAYTON: Observer, Wes Clayton.

9 THE COURT: I'm sorry?

10 MR. CLAYTON: Observer, Wes Clayton.

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

12 MR. CLAYTON: T-O-N.

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

15 MR. CLAYTON: Testify?

16 THE COURT: Do you intend to testify?

17 MR. CLAYTON: No.

18 THE COURT: All right.

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

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

24 MR. BURGESS: Ah.

25 THE COURT: We will finish this case today.



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1 MR. BURGESS: Ah.

2 THE COURT: All right?

3 MR. BURGESS: Yes, sir.

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

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



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

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

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

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

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

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

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



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1 by someone asserting themselves to be Ziraili
2 M. El Bey, bearing Social Security number 615-
3 44-3211.

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

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

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

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



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

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

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

20 MS. EL BEY: Objections.

21 THE COURT: Ma'am ---

22 MS. EL BEY: Objections.

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



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1 MS. EL BEY: Okay.

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

3 MS. EL BEY: That's okay.

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

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

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

19 THE COURT: You have a copy of that?

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



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

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

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

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

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

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



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

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

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

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

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

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

17 THE COURT: Do you reside at that property?

18 MS. EL BEY: Occasionally I do.

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

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

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



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(indicating).

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

MR. HARKEY: Yes, sir.

(Off the Record)

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

THE COURT: Okay.

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

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

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



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

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

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

6 **THE COURT:** Okay.

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

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

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

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

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

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



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1 Shearouse, 16-17-735?

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

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

7 MR. BURGESS: Yes, sir.

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

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

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

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

19 THE COURT: They do.

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

22 MR. HARKEY: Okay.

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

25 MR. HARKEY: Yes, sir.



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1 MR. BURGESS: I'll be able to pull them up if you'll
2 just bring the computer up here.
3 MR. HARKEY: Yep.
4 THE COURT: Okay. What I want to do is, I want to
5 put copies in the record as part of the
6 hearing. Did you locate that Referee's report?
7 MR. BURGESS: I had a separate copy of the order.
8 I'm trying to locate that now. And I do
9 apologize, Your Honor. There is a number of --
10 --
11 THE COURT: No, take your time.
12 MR. BURGESS: There's a lot of people working this
13 file.
14 THE COURT: Well, the clerk has two boxes full and
15 we'll address that shortly.
16 MR. BURGESS: Your Honor, we do have the transcript
17 from the original hearing.
18 THE COURT: Okay.
19 MR. BURGESS: And I believe we have -- and that's
20 from August 22nd, 2012.
21 THE COURT: Okay.
22 MR. BURGESS: We would have the actual Master in
23 Equity's order here, as well. And also I have
24 the original Notice of Sale from that hearing
25 the 22nd.



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

2 MR. BURGESS: Yes, sir.

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

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

9 THE COURT: Okay.

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

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

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

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

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



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1 through our finished documents.

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

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

7 THE COURT: Can you print that?

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

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

11 MR. BURGESS: Would that work?

12 THE COURT: Sure.

13 MR. BURGESS: All right.

14 THE COURT: It might be easier --

15 MR. BURGESS: Okay.

16 THE COURT: Let me just ---

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

19 (Off the Record)

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

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



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

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

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

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

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

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

25 THE COURT: Those numbers are included in the



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1 proposed order?

2 MR. BURGESS: They are --

3 THE COURT: All right.

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

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

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

20 THE COURT: Okay. Is that all?

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

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



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

17 THE COURT: Go ahead.

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



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1 THE COURT: Well, 12(b)(6) is the failure to state
2 a cause of action motion. On what basis do you
3 say that they have failed to state a cause of
4 action?
5 MS. EL BEY: Your Honor, if you will allow me to
6 address that, I will. Let me know if it's my
7 time to speak. I don't know.
8 THE COURT: You're -- you have the floor now.
9 MS. EL BEY: Oh, all right.
10 THE COURT: Mr. Burgess is off; you're up.
11 MS. EL BEY: Okay.
12 THE COURT: He's not going to say another word.
13 MS. EL BEY: All right. Thank you. What I'd like
14 to do ---
15 THE COURT: Are you, Mr. Burgess?
16 MR. BURGESS: (Shakes head negatively.)
17 THE COURT: No. Thank you.
18 MS. EL BEY: On and for the record, I would like to
19 start with the original complaint.
20 THE COURT: Ma'am, I'm not here to start with the
21 original complaint. Let me explain to you
22 where we are procedurally and you need to
23 understand this because it has effect on what
24 you're doing. The Court had this matter before
25 it last year and an order was rendered in which



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



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

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



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

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

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



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



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

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

3 THE COURT: Ma'am.

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

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

9 MS. EL BEY: Absolutely, Your Honor.

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

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

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

17 MS. EL BEY: All right.

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

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

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

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



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

3 MS. EL BEY: Oh, oh.

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

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

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

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

17 THE COURT: All right.

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



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

5 **THE COURT:** Okay.

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

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



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

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

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

7 THE COURT: No, ma'am.

8 MS. EL BEY: Okay. Okay.

9 THE COURT: I'm considering the exhibit.

10 MS. EL BEY: Oh, okay.

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

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



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

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

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

10 MS. EL BEY: Dealing with ---

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

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

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



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



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

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



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1 THE COURT: That order ---

2 MS. EL BEY: That was your statement.

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

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

6 THE COURT: Ma'am?

7 MS. EL BEY: Yes.

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

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

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

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



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

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

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



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



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

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



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



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

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

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

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

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

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

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

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



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

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

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

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

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

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



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1 signed an order.

2 THE COURT: Yes, ma'am.

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

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

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

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

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

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

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

17 THE COURT: Ms. El Bey ---

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

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



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

4 MS. EL BEY: Question.

5 THE COURT: Yes, ma'am.

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

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



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

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

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

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

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

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

21 MR. BURGESS: Okay.

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

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

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



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

2 MS. EL BEY: Absolutely.

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

4 MR. BURGESS: She received a copy.

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

8 THE COURT: That's correct.

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



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

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

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



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

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

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

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

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

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



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1 THE COURT: I already ruled on that.

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

5 THE COURT: On what grounds?

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

7 THE COURT: Denied.

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

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



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

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



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

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

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

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

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

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

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

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



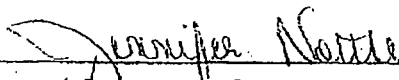
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CERTIFICATE

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

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

IN WITNESS WHEREOF I have hereunto set my hand and seal on November 18, 2013.


Jennifer Nottle
Court Reporter

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

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1



The Supreme Court of South Carolina

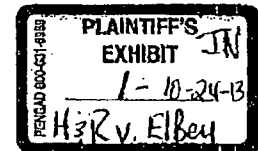
DANIEL E. SHEAROUSE
CLERK OF COURT

BRENDA F. SHEALY
CHIEF DEPUTY CLERK

POST OFFICE BOX 11330
COLUMBIA, SOUTH CAROLINA 29211
TELEPHONE: (803) 734-1080
FAX: (803) 734-1489

January 28, 2011

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



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

Dear Mr. Elbey:

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

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

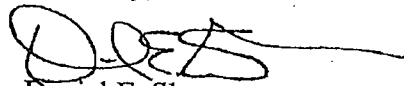
In the correspondence, you appear to be asserting that you have some independent authority to stop the above case. I note that this State has filing restrictions, criminal penalties and civil penalties for filing "sham legal process." S.C. Code Ann. § 16-17-735 (2003) (among other things, it is "unlawful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

10-19401

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

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

Sincerely,



Daniel E. Shearouse

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

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

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

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The Supreme Court of South Carolina

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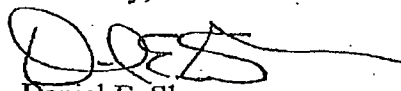
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The Supreme Court of South Carolina

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POST OFFICE BOX 11300
COLUMBIA, SOUTH CAROLINA 29211
TELEPHONE: (803) 734-1060
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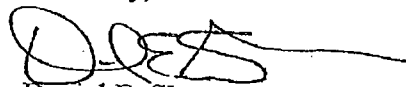
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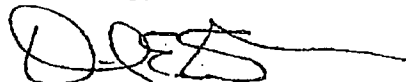
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In the correspondence, you appear to be asserting that you have some independent authority to stop the above case. I note that this State has filing restrictions, criminal penalties and civil penalties for filing "sham legal process." S.C. Code Ann. § 16-17-735 (2003) (among other things, it is "unlawful for a person falsely to assert authority of law, in an attempt to intimidate or hinder a state or local official or employee or law enforcement officer in the discharge of official duties, by means of threats, harassment, physical abuse, or use of a sham legal process" and "sham legal process" includes "the issuance, display, delivery, distribution, reliance on as lawful authority, or other use of an instrument that is not lawfully issued, whether or not the instrument is produced for inspection or actually exists, which purports to: . . . assert jurisdiction or authority over or determine or adjudicate the legal or equitable status, rights, duties, powers, or privileges of a person or property . . ."); S.C. Code Ann. § 15-75-60 (2005) (civil remedies including actual damages, punitive damages, costs and attorney's fees for a person

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

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

Sincerely,



Daniel E. Shearouse

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

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

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

¹ The statutory provisions are available on the South Carolina General Assembly's website, www.scstatehouse.gov.



The Supreme Court of South Carolina

DANIEL E. SHEAROUSE
CLERK OF COURT

BRENDA F. SHEALY
CHIEF DEPUTY CLERK

POST OFFICE BOX 11330
COLUMBIA, SOUTH CAROLINA 29211
TELEPHONE: (803) 734-1080
FAX: (803) 734-1489

January 28, 2011

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

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

Dear Mr. Elbey:

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

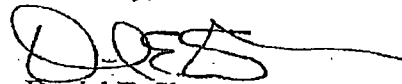
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In the correspondence, you appear to be asserting that you have some independent authority to stop the above case. I note that this State has filing restrictions, criminal penalties and civil penalties for filing "sham legal process." S.C. Code Ann.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

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

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2

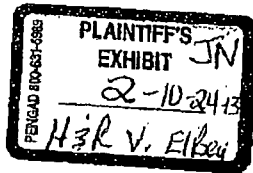


EXHIBIT B

FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2011-CP-29-00035

H&R Block Bank, FSB

PLAINTIFF(S)

Ziraili M. Elbey a/k/a Ziraili Mohassan El Bey, WKFC
Living Trust Under Trust Agreement Dated June 4, 2010
by and through its Trustee Wellesley K. Clayton and
American Home Mortgage Servicing, Inc. s/b/m to Option
One Mortgage Corporation

DEFENDANT(S)

Submitted by: Brock & Scott, PLLC

Westpark Center

3800 Fernandina Road Suite 110

Columbia, SC 29210

Attorney for: ☒ Plaintiff ☐ Defendant
or
☐ Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

- ☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☒ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ☐ **ACTION DISMISSED (CHECK REASON):** ☐ Rule 12(b), SCRPC; ☐ Rule 41(a), SCRPC (Vol. Nonsuit); ☐ Rule 43(k), SCRPC (Settled); ☐ Other
- ☐ **ACTION STRICKEN (CHECK REASON):** ☐ Rule 40(j), SCRPC; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other
- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other

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

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

ORDER INFORMATION

This order ☐ ends ☒ does not end the case.

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

INFORMATION FOR THE JUDGMENT INDEX

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
H&R Block Bank, FSB	WKFC Living Trust Under the Provisions of a Trust Agreement Dated June 4, 2010 by and through its Trustee Wellesley K. Clayton	Deficiency Demanded: Exact deficiency judgment amount to be determined after sale

If applicable, describe the property, including tax map information and address, referenced in the order:
All that certain piece, parcel or lot of land located in Lancaster County, South Carolina, and being designated as Lot 261 on that certain Plat of Clairemont, Phase 2, Map 5, prepared by Yarbrough, Williams & Houle, Inc. dated January 18, 2005, and recorded January 28, 2005, as Plat Doc #2005 at Page 0047 in the Office of the Clerk of Court for Lancaster County, South Carolina.

Also being shown as Lot 261 of Clairemont on a Plat of Ziraili Elbey prepared by Hucks and Associates, PC, dated March 3, 2006, and recorded in Plat Doc 2006 at Page 198.

This being the identical property conveyed to Ziraili M. Elbey by deed from The Ryland Group, Inc. dated March 29, 2006 and recorded April 7, 2006 in Book 329 at Page 170. Subsequently, said property was conveyed to KMJ Trust, dated December 15, 2006 (Trustees: Ziraili Mohassan El Bey and Mark Antonio Findletter Clayton) by Deed of Ziraili M. Elbey dated January 19, 2007 and recorded January 29, 2007 in Book 378 at Page 7. Thereafter, the property was conveyed to WFKC Living Trust Under the Provisions of a Trust Agreement Dated June 4, 2010 (Trustee: Wellesley K. Clayton) by deed of Ziraili Mohassan El Bey and Mark Antonio Findletter Clayton as Trustees of The KMJ Trust, dated December 15, 2006 dated June 11, 2010 and recorded June 22, 2010 in Book 569 at Page 85.

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. Note: Title abstractors and researchers should refer to the official court order for judgment details.

~~Circuit Court Judge~~

Judge Code

Date _____

For Clerk of Court Office Use Only

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

Brian L. Campbell, SC Bar No. 74521
Suzanne E. Brown, SC Bar No. 76440
Jason L. Branham, SC Bar No. 72902
Chad Burgess, SC Bar No. 72520
J. Marshall Swails, SC Bar No. 79067
Sarah B. Oliver, SC Bar No. 80165
J. Martin Page, SC Bar No. 100200
Brook Dangerfield, SC Bar No. 77912
Marc S. Ashbill, SC Bar No. 100332
January N. Taylor, SC Bar No. 80069
Travis E. Menk, SC Bar No. 79148
Mark A. Pearson, SC Bar No. 15926

ATTORNEY(S) FOR THE PLAINTIFF(S)

Ziraili M. Elbey a/k/a Ziraili Mohassan El Bey,
WKFC Living Trust Under Trust Agreement Dated
June 4, 2010 by and through its Trustee Wellesley K.
Clayton and American Home Mortgage Servicing,
Inc. s/b/m to Option One Mortgage Corporation
DEFENDANT(S)

CLERK OF COURT

Court Reporter:

STATE OF SOUTH CAROLINA
COUNTY OF LANCASTER

H&R Block Bank, FSB

Plaintiff,

v.

Ziraili M. Elbey a/k/a Ziraili Mohassan El Bey,
WKFC Living Trust Under Trust Agreement
Dated June 4, 2010 by and through its Trustee
Wellesley K. Clayton and American Home
Mortgage Servicing, Inc. s/b/m to Option One
Mortgage Corporation,

Defendant(s)

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

SPECIAL REFEREE'S REPORT AND JUDGMENT OF
FORECLOSURE AND SALE

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

Pursuant to Rule 53 of the South Carolina Rules of Civil Procedure (hereinafter "SCRCP"), the above-entitled matter was referred to the undersigned Special Referee to make appropriate findings of fact and conclusions of law, with authority to enter a final Judgment in the cause. Any appeal from the decision of the Special Referee shall be 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 January 14, 2011.
2. The Summons and Complaint were filed on January 14, 2011.
3. Service was made upon the Defendants named in this Report as is shown by the proofs of service filed herein.
4. The Defendant(s) WKFC Living Trust under trust agreement dated June 4, 2010, by and through its Trustee Wellesley K. Clayton; and American Home Mortgage Servicing, Inc. s/b/m to Option One Mortgage Corporation are in default as shown by Affidavit filed herein.

10-19401

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

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

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

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

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

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

11. Thereafter the Mortgage and the Note were assigned to the Plaintiff herein by assignment recorded on August 5, 2010 in Book 265 at Page 129. By virtue of said assignment, the Plaintiff in this action is the holder of the note and mortgage.

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

10-17401

PEU

Total Debt secured by Note and Mortgage, including interest to date is \$233,312.88. Interest for the period from the date shown 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 7.999% per annum, the Note's current rate, 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.

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

19. The Defendant, below listed, claims or may claim a lien upon or interest in the subject property; and in the event there is a surplus from the sale of the subject property, the validity, priority and amount of any such lien claim will be determined at a hearing subsequent to the sale, in accordance with Rule 71(c), SCRCP. The said Defendant and such claim or lien are as follows:

The Defendant, American Home Mortgage Servicing, Inc. s/b/m to Option One Mortgage Corporation has or may claim to have some interest in the Property by virtue of mortgage given by Ziraili M. Elbey to Option One Mortgage Corporation in the original principal amount of \$49,296.00, which mortgage was recorded in the Lancaster County Registry on April 7, 2006 in Mortgage Book 1486 at Page 9. According to testimony, American Home Mortgage Servicing, Inc. is the successor in interest to Option One Mortgage Corporation. Said mortgage is junior and subordinate to the Plaintiff's mortgage and is hereby ordered removed from title to the Property.

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

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

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

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

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

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

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

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

10-19401

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

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED:

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

10-19401

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

10-19401

REV

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

ALL THAT CERTAIN PIECE, PARCEL OR LOT OF LAND LOCATED IN LANCASTER COUNTY, SOUTH CAROLINA, AND BEING DESIGNATED AS LOT 261 ON THAT CERTAIN PLAT OF CLAIREMONT, PHASE 2, MAP 5, PREPARED BY YARBROUGH, WILLIAMS & HOULE, INC. DATED JANUARY 18, 2005, AND RECORDED JANUARY 28, 2005, AS PLAT DOC #2005 AT PAGE 0047 IN THE OFFICE OF THE CLERK OF COURT FOR LANCASTER COUNTY, SOUTH CAROLINA.

ALSO BEING SHOWN AS LOT 261 OF CLAIREMONT ON A PLAT OF ZIRAILI ELBEY PREPARED BY HUCKS AND ASSOCIATES, PC, DATED MARCH 3, 2006, AND RECORDED IN PLAT DOC 2006 AT PAGE 198.

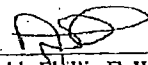
THIS BEING THE IDENTICAL PROPERTY CONVEYED TO ZIRAILI M. ELBEY BY DEED FROM THE RYLAND GROUP, INC. DATED MARCH 29, 2006 AND RECORDED APRIL 7, 2006 IN BOOK 329 AT PAGE 170. SUBSEQUENTLY, SAID PROPERTY WAS CONVEYED TO KMJ TRUST, DATED DECEMBER 15, 2006 (TRUSTEES: ZIRAILI MOHASSAN EL BEY AND MARK ANTONIO FINDLETTER CLAYTON) BY DEED OF ZIRAILI M. ELBEY DATED JANUARY 19, 2007 AND RECORDED JANUARY 29, 2007 IN BOOK 378 AT PAGE 7. THEREAFTER, THE PROPERTY WAS CONVEYED TO WFKC LIVING TRUST UNDER THE PROVISIONS OF A TRUST AGREEMENT DATED JUNE 4, 2010 (TRUSTEE: WELLESLEY K. CLAYTON) BY DEED OF ZIRAILI MOHASSAN EL BEY AND MARK ANTONIO FINDLETTER CLAYTON AS TRUSTEES OF THE KMJ TRUST, DATED DECEMBER 15, 2006 DATED JUNE 11, 2010 AND RECORDED JUNE 22, 2010 IN BOOK 569 AT PAGE 35.

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

TMS: 0006M-0A-261.00

AND IT IS SO ORDERED.

Date: August 22, 2010
Lancaster, South Carolina


The Honorable Phillip E. Wright
Special Referee for Lancaster County

1

The State of South Carolina



Office of Secretary of State Mark Hammond

Certificate of No Record

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

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



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

Mark Hammond
Mark Hammond, Secretary of State

2



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Fannie Mae Loan Lookup Results: No Match Found

FORECLOSURE CONSEQUENCES

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

ZIP 412 357
13134 Wilbur Park Ln
Fair ME SC 29715
Last 4 Digits of Social Security Number

[GO TO OUR FORECLOSURE PAGE](#)

Next Steps

Search Again

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

Explore KnowYourOptions.com

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

Contact Your Mortgage Company

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

See If Your Loan is Owned by Freddie Mac

Go to MakingHomeAffordable.gov

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

Contact the Homeowner's HOPE™ Hotline

Get free housing counseling and immediate assistance by contacting the Homeowner's HOPE™ Hotline at 888-885-HOPE (4673) or www.888HOPE.org.

Visit HUD.gov

Find for more information about avoiding foreclosure



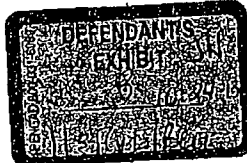
[Search Again](#)

[Explore Now](#)



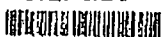
3

SOUTH CAROLINA



PREPARED BY SECURITY
CONNECTIONS, INC.
WHEN RECORDED MAIL TO:
SECURITY CONNECTIONS INC.
240 TECHNOLOGY DRIVE
IDAHO FALLS, ID 83401
PH: (208) 528-9895
ATT: KARLEEN MAUGHAN

COUNTY OF LANCASTER
POOL NO.
LOAN NO. 0021232020



Assignment-Interv.-Recorded

ASSIGNMENT OF REAL ESTATE MORTGAGE

For value received SAND CANYON CORPORATION FKA OPTION ONE MORTGAGE CORPORATION

located at 7595 IRVINE CENTER DRIVE, SUITE 100, IRVINE, CA 92618
hereby transfers, assigns and sets over without recourse unto
H & R BLOCK BANK FSB

located at ONE H & R BLOCK WAY, 8TH FLOOR, KANSAS CITY, MO 64105

its successors and assigns forever, that certain mortgage executed by
ZIRAILI M RIBEY
to OPTION ONE MORTGAGE CORPORATION

dated MARCH 29, 2006 and recorded in the Clerk's office LANCASTER
County, South Carolina, on APRIL 7, 2006, in Mortgage Book MORT 1486,
Page 1, together with the note thereby secured conditioned for the
payment of the full and just sum of \$197,186.00 Dollars,
according to the terms as set forth in said note and mortgage.



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

Page 1 of 2

J=HR8010109A.Y.S.02249

2010008401

ASSIGNMENT OF MORTGAGE
RECORDING FEES

\$7.00

PRESENTED & RECORDED:

08-05-2010 12:11 PM

JOHN LAMB
REGISTER OF DEEDS
LANCASTER COUNTY, SC
By: CANDICE KIRKLEY DEPUTY

BK:MORT 2265

PG:129-130

Book 2265 Page 129

LOAN NO. 0021232020

In Witness Whereof, SAND CANYON CORPORATION FKA OPTION ONE MORTGAGE CORPORATION

caused these presents to be signed by MELISSA HIVELY
its VICE PRESIDENT and MELANIE HANSON
its ASSISTANT VICE PRESIDENT this 2nd day of JULY
2010, but effective the 29th day of MARCH, 2006

SAND CANYON CORPORATION FKA OPTION ONE MORTGAGE CORPORATION

Carmen Rivera
Witness CARMEN RIVERA

BY Melissa Hively
MELISSA HIVELY
VICE PRESIDENT

Mistylin Hansen
Witness MISTYLIN HANSEN

BY Melanie Hanson
MELANIE HANSON
ASSISTANT VICE PRESIDENT

STATE OF IDAHO

COUNTY OF BONNEVILLE

SS

On JULY 2, 2010 before me, KRYSTAL HALL
personally appeared MELISSA HIVELY
and MELANIE HANSON personally known to me
(or proved to me on the basis of satisfactory evidence) to be the persons
who executed the within instrument as VICE PRESIDENT
and ASSISTANT VICE PRESIDENT or on behalf of the Corporation
herein named and acknowledged to me that the Corporation executed it.

Krystal Hall
KRYSTAL HALL (COMMISSION EXP. 11-14-11)
NOTARY PUBLIC

KRYSTAL HALL
NOTARY PUBLIC
STATE OF IDAHO

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

Page 2 of 2

J=HR8010109AI.s.02249

Book 2265 Page 130



1000



29721

U.S. POSTAGE
PHIL
FORT MILL, SC
29715
DEC 26 '92
AMOUNT

\$4.85
00660464-07

FIRST CLASS

Mr. Philip E. Wright, Special Referee
Lancaster County Clerk of Court
104 North Main Street
~~P.O. #369~~
Lancaster, SC 29721

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



7010 2780 0002 1524 6971

1

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

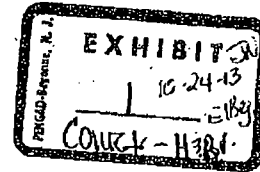
South Carolina Statutes

Title 16. Crimes and Offenses

Chapter 17. OFFENSES AGAINST PUBLIC POLICY

Article 7. MISCELLANEOUS OFFENSES

Current through 2013 Act No. 120



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

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

(E) For purposes of this section:

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

Cite as S.C. Code § 16-17-735

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

South Carolina Statutes

Title 15. Civil Remedies and Procedures

Chapter 75. SUITS INVOLVING MISCELLANEOUS ACTS OF WRONGFUL CONDUCT

Current through 2013 Act No. 120

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

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

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

Cite as S.C. Code § 15-75-60

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

South Carolina Statutes

Title 30. Public Records

Chapter 9. INDEXING AND FILING

Current through 2013 Act No. 120

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

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

capacity, for the improper refusal or removal.

(4) For purposes of this subsection:

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

Cite as S.C. Code § 30-9-30

STATE OF SOUTH CAROLINA
COUNTY OF LANCASTER

H&R Block Bank, FSB

Plaintiff,

v.

Ziraili M. Elbey a/k/a Ziraili Mohassan El Bey,
WKFC Living Trust Under Trust Agreement
Dated June 4, 2010 by and through its Trustee
Wellesley K. Clayton and American Home
Mortgage Servicing, Inc. s/b/m to Option One
Mortgage Corporation,

Defendant(s)

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

**SUPPLEMENTAL SPECIAL REFEREE'S
REPORT
AND JUDGMENT OF FORECLOSURE AND
SALE**

DEFICIENCY WAIVER

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OFFICE OF CLERK
OF COURT
2013 NOV 14 PM 3:57
CLERK OF COURT
LANCASTER, SC

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

Pursuant to the said reference, a hearing was held on August 22, 2012, attended by Brock & Scott PLLC, attorney for the Plaintiff, and a *Special Referee's Order and Judgment of Foreclosure and Sale* was entered on August 22, 2012 (hereinafter: "Original Judgment"). Subsequent to said hearing, the Defendant filed bankruptcy causing the foreclosure sale to be canceled. Said bankruptcy was discharged and Plaintiff now wishes to proceed to foreclosure sale.

A supplemental hearing was held on October 24, 2013, for the purpose of updating the debt due to the Plaintiff and setting a foreclosure sale date, 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:

At the call of the case, counsel for the Plaintiff appeared. The Defendant appeared pro se. Wellesley K. Clayton also appeared. While he indicated he was not a party, I find that he is one and the same

Wellesley K. Clayton named in the caption as the Trustee on an instrument filed by the Defendant during this proceeding. He did not participate in the proceedings.

The Defendant has filed numerous documents with the Clerk of Court and with the Special Referee. The documents filed by the Defendant proclaim that the Defendant is a natural person, that she is not subject to the jurisdiction of the Court, that she has assigned her interest and the note and mortgage to another entity, to wit a Trust named in the Complaint as a party and that her mortgage has been satisfied by the holder of the Trust.

The documents filed by the Defendant are not proper pleadings under the laws of this State. The Answer of the Defendant was an avoidance of the action, not a legal Answer. Her Answer and subsequent filings raised no legal challenge to the right of the Plaintiff to foreclose the mortgage signed by the Defendant. The Defendant's filings purport to place the Defendant in some protected category of persons that are not subject to the jurisdiction of the Court. The Defendant challenges the power of the Court over her and the Plaintiff's standing to sue her and her alleged inherent right to maintain possession and ownership of the subject real property despite the fact that she has not paid the Plaintiff under the terms of the agreement.

I find that the documents filed by the Defendant constitute sham pleadings and are intended only to delay and unreasonably dispute the legal process of the Court. The Defendant is governed by the same rules of law and evidence as all other persons who enjoy the benefits of liberty and justice under the system of law that governs the United States of America. The Defendant's attempts to declare herself above the law are a mockery of the system and the Courts.

I heard evidence from both the Plaintiff and the Defendant. The Plaintiff established its right to obtain an Order from this Court requiring that the lien on the property owned by the Defendant be foreclosed. I find that the efforts of the Defendant to divest herself of title or to transfer the property to other entities in an effort to make her in some way immune from the power of the Court to be of no effect and void. The Defendant is still the record owner of the subject property and as such is the only proper Defendant in this action.

The arguments made by the Defendant at the hearing were primarily aimed at standing and jurisdiction. I determined that none of those arguments were of sufficient legal meaning to delay this proceeding from its legal final result, the foreclosure of the mortgage on the Defendant's home.

FINDINGS OF FACT:

1. Having considered the nature, extent and difficulty of the services rendered (the field of mortgage foreclosures being a specialized area of practice); the time involved in reviewing the various loan documents, performing the title search, preparing the pleadings and preparing for and attending hearings; the professional standing of the Plaintiff's attorney; the fee customarily charged in this jurisdiction for similar services; and the beneficial results obtained for the Plaintiff, I find that the sum of \$4,200.00 is a reasonable attorney's fee for the Plaintiff's attorney for services performed and anticipated to be performed until final adjudication of the within action, under the terms of the note and mortgage. Services anticipated to be performed until final adjudication contemplates completion of this matter within a reasonable time and does not include exceptional, unanticipated circumstances delaying conclusion beyond the normal time.

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

Principal due as of today's date:	10/24/13	\$189,911.32
Accrued interest from:	01/02/10 to: 10/24/13	\$ 55,350.18
Accruing at:	7.999% per annum	
Advancements to Escrow		\$ 5,646.55
Corporate Advances		\$ 367.45
Late charges:		\$ 1,953.18
Other charges:		\$ 0.00
Costs of collection prior to hearing:		\$ 2,506.85
Attorney's fees:		\$ 4,200.00

Total Debt secured by note and mortgage, including interest to date is **\$259,935.53.**

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 7.999% 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.

3. The Plaintiff is seeking foreclosure of its mortgage and has, in the Complaint or subsequently thereto in writing, expressly Waived the right to a personal or deficiency Judgment pursuant to Rule 71(b), SCRCF.

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.
2. That there is due to the Plaintiff on its note and mortgage the sum of \$259,935.53. representing the Total Debt due to the Plaintiff as outlined above, together with interest thereon at the rate provided in the note to the date hereof.
3. That the amount due in the preceding paragraph (the "Total Debt") and later accrued interest and costs shall constitute the total judgment debt due to the Plaintiff and shall bear interest hereafter at the rate of 7.999% per annum.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED:

1. That the Defendants 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.
2. 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 Special Referee at public auction, at the Lancaster County Courthouse, in the City of Lancaster, County and State aforesaid, on some convenient sales day hereafter, on the following terms, that is to say:

A. FOR CASH: The undersigned Special Referee shall require a deposit of 5% on the amount of the bid (in cash or equivalent) the same to be applied on the purchase price only upon

compliance with the bid, but in case of non-compliance within thirty (30) the same to be forfeited and applied to the costs and then to the Plaintiff's debt.

B. Interest on the balance of the bid shall be paid to the day of compliance at the rate of 7.999% per annum.

C. The sale shall be subject to taxes and assessments, existing easements and restrictions of record, and any other senior encumbrances.

D. Purchaser to pay for the deed and the cost of recording the deed.

3. If the Plaintiff is the successful bidder at the said sale, for a sum not exceeding the amount of costs, expenses and the indebtedness of the Plaintiff in full, the Plaintiff may pay to the undersigned Special Referee only the amount of the costs and expenses, crediting the balance of the bid on the Plaintiff's indebtedness.

4. That a personal or deficiency Judgment being Waived, the bidding will not remain open for thirty (30) days and bidding will be final on the date of the sale, and compliance with the bid may be made immediately.

5. That the undersigned Special Referee will, by advertisement according to law, give notice of the time and place of sale and the terms thereof; and that he will execute to the purchaser, or purchasers, a deed to the 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) after the date of sale, then the undersigned Special Referee 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.

6. In the event an agent of the Plaintiff does not appear at the time of sale, the within property shall be withdrawn from sale and sold at the next available sales date upon the terms and conditions as set forth in the Judgment of Foreclosure and Sale or such terms as may be set forth in a supplemental order.

7. That the undersigned Special Referee shall apply the proceeds of the sale as follows:

FIRST: To the payment of the amount of the costs and expenses of this action, including any Guardian Ad Litem fee or fees of attorneys appointed under Order of Court; and

NEXT: To the payment of the amount to the Plaintiff, or the Plaintiff's Attorney, of the amount of the Plaintiff's debt and interest (including attorney fees) or so much thereof as the purchase money will pay on the same; and

NEXT: Any surplus will be held pending further Order of this Court pursuant to Rule 71(c), SCRCP.

8. That it is further ORDERED, ADJUDGED AND DECREED that each Defendant named herein, and all persons whomsoever claiming under him, them or it, be forever barred and foreclosed of all right, title, interest and equity of redemption in the said mortgaged premises so sold, or any part thereof.

9. That it is further ORDERED ADJUDGED AND DECREED that the deed of conveyance made pursuant to this judgment and said sale shall contain the names of only the Plaintiff, the first-named Defendant, who was the title holder of the mortgaged property at the time of the filing of the Lis Pendens, and the Grantee; and that the Lancaster County Register of Deeds is hereby authorized to omit from the indices pertaining to such conveyance the names of all parties not contained in said deed.

10. It is further ORDERED, ADJUDGED AND DECREED that in the event the successful bidder to whom the deed of conveyance has been issued subsequent to the sale is other than the Defendants in possession herein, the Sheriff of Lancaster County may be ordered and directed to eject and remove from the premises the occupants of the property sold, together with all personal property located thereon, and put the successful bidder to whom the deed of conveyance has been issued or his assigns in full, quiet and peaceable possession of said premises without delay, and to keep said successful bidder or his assigns in such peaceable possession.

11. That it is further ORDERED ADJUDGED AND DECREED that after the Order Confirming Sale and Disbursements has been issued and filed, the undersigned Special Referee shall direct the Register of Deeds to release of record the lien(s) being foreclosed, which lien(s) are described in the Findings of Fact herein above.

12. That it is further ORDERED ADJUDGED AND DECREED that the following is a description of the premises herein ordered to be sold:

ALL THAT CERTAIN PIECE, PARCEL OR LOT OF LAND LOCATED IN LANCASTER COUNTY, SOUTH CAROLINA, AND BEING DESIGNATED AS LOT 261 ON THAT CERTAIN PLAT OF CLAIREMONT, PHASE 2, MAP 5, PREPARED BY YARBROUGH, WILLIAMS & HOULE, INC. DATED JANUARY 18, 2005, AND RECORDED JANUARY 28, 2005, AS PLAT DOC #2005 AT PAGE 0047 IN THE OFFICE OF THE CLERK OF COURT FOR LANCASTER COUNTY, SOUTH CAROLINA.

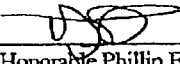
ALSO BEING SHOWN AS LOT 261 OF CLAIREMONT ON A PLAT OF ZIRAILI ELBEY PREPARED BY HUCKS AND ASSOCIATES, PC, DATED MARCH 3, 2006, AND RECORDED IN PLAT DOC 2006 AT PAGE 198.

THIS BEING THE IDENTICAL PROPERTY CONVEYED TO ZIRAILI M. ELBEY BY DEED FROM THE RYLAND GROUP, INC. DATED MARCH 29, 2006 AND RECORDED APRIL 7, 2006 IN BOOK 329 AT PAGE 170. SUBSEQUENTLY, SAID PROPERTY WAS CONVEYED TO KMJ TRUST, DATED DECEMBER 15, 2006 (TRUSTEES: ZIRAILI MOHASSAN EL BEY AND MARK ANTONIO FINDLETTER CLAYTON) BY DEED OF ZIRAILI M. ELBEY DATED JANUARY 19, 2007 AND RECORDED JANUARY 29, 2007 IN BOOK 378 AT PAGE 7. THEREAFTER, THE PROPERTY WAS CONVEYED TO WFKC LIVING TRUST UNDER THE PROVISIONS OF A TRUST AGREEMENT DATED JUNE 4, 2010 (TRUSTEE: WELLESLEY K. CLAYTON) BY DEED OF ZIRAILI MOHASSAN EL BEY AND MARK ANTONIO FINDLETTER CLAYTON AS TRUSTEES OF THE KMJ TRUST, DATED DECEMBER 15, 2006 DATED JUNE 11, 2010 AND RECORDED JUNE 22, 2010 IN BOOK 569 AT PAGE 85.

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

TMS: 0006M-0A-261.00

AND IT IS SO ORDERED.


The Honorable Phillip E. Wright
Special Referee for Lancaster County

Date: Nov. 12, 2010

Lancaster, South Carolina

FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2011-CP-29-00035

H&R Block Bank, FSB

Ziraili M. Elbey a/k/a Ziraili Mohassan El Bey, WKFC
Living Trust Under Trust Agreement Dated June 4, 2010
by and through its Trustee Wellesley K. Clayton and
American Home Mortgage Servicing, Inc. s/b/m to Option
One Mortgage Corporation

PLAINTIFF(S)

DEFENDANT(S)

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

Attorney for : ☒ Plaintiff ☐ Defendant
or
☐ Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

- ☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☒ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ☐ **ACTION DISMISSED (CHECK REASON):** ☐ Rule 12(b), SCRPC; ☐ Rule 41(a), SCRPC (Vol. Nonsuit); ☐ Rule 43(k), SCRPC (Settled); ☐ Other
- ☐ **ACTION STRICKEN (CHECK REASON):** ☐ Rule 40(j), SCRPC; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other
- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other

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

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

ORDER INFORMATION

This order ☒ ends ☐ does not end the case.
Additional Information for the Clerk :

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)

If applicable, describe the property, including tax map information and address, referenced in the order:
All that certain piece, parcel or lot of land located in Lancaster County, South Carolina, and being designated as Lot 261 on that certain Plat of Clairemont, Phase 2, Map 5, prepared by Yarbrough, Williams & Houle, Inc. dated January 18, 2005, and recorded January 28, 2005, as Plat Doc #2005 at Page 0047 in the Office of the Clerk of Court for Lancaster County, South Carolina.

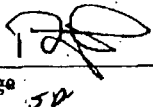
Also being shown as Lot 261 of Clairemont on a Plat of Ziraili Elbey prepared by Hucks and Associates, PC, dated

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CLERK OF COURT
LANCASTER, SC

March 3, 2006, and recorded in Plat Doc 2006 at Page 198.

This being the identical property conveyed to Ziraili M. Elbey by deed from The Ryland Group, Inc. dated March 29, 2006 and recorded April 7, 2006 in Book 329 at Page 170. Subsequently, said property was conveyed to KMJ Trust, dated December 15, 2006 (Trustees: Ziraili Mohassan El Bey and Mark Antonio Findletter Clayton) by Deed of Ziraili M. Elbey dated January 19, 2007 and recorded January 29, 2007 in Book 378 at Page 7. Thereafter, the property was conveyed to WFKC Living Trust Under the Provisions of a Trust Agreement Dated June 4, 2010 (Trustee: Wellesley K. Clayton) by deed of Ziraili Mohassan El Bey and Mark Antonio Findletter Clayton as Trustees of The KMJ Trust, dated December 15, 2006 dated June 11, 2010 and recorded June 22, 2010 in Book 569 at Page 85.

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. Note: Title abstractors and researchers should refer to the official court order for judgment details.


Circuit Court Judge

Judge Code

11/13/13
Date

For Clerk of Court Office Use Only

This judgment was entered on the 14 day of Nov, 2013 and a copy mailed first class or placed in the appropriate attorney's box on this 14 day of Nov, 2013 to attorneys of record or to parties (when appearing pro se) as follows:

Brian L. Campbell, SC Bar No. 074521
Suzanne E. Brown, SC Bar No. 076440
Jason L. Branham, SC Bar No. 072902
Chad W. Burgess, SC Bar No. 072520
J. Marshall Swails, SC Bar No. 079067
Sarah O. Leonard, SC Bar No. 080165
J. Martin Page, SC Bar No. 100200
Brook D. Dangerfield, SC Bar No. 077912
Travis E. Menk, SC Bar No. 079144
Richard G. Duerinckx, SC Bar No. 070143
Caroline R. Glenn, SC Bar No. 077157
ATTORNEY(S) FOR THE PLAINTIFF(S)

Ziraili M. Elbey a/k/a Ziraili Mohassan El Bey,
WKFC Living Trust Under Trust Agreement Dated
June 4, 2010 by and through its Trustee Wellesley K.
Clayton and American Home Mortgage Servicing,
Inc. s/b/m to Option One Mortgage Corporation
ATTORNEY(S) FOR THE DEFENDANT(S)


CLERK OF COURT

Court Reporter:

**ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS
REFERENCED ON PAGE 1.**

This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

NOTICE OF SALE

COPY

NOTICE OF SALE CIVIL ACTION NO. 2011-CP-29-00035 BY VIRTUE of the decree heretofore granted in the case of: H&R Block Bank, FSB vs. Ziraili M. Elbey a/k/a Ziraili Mohassan El Bey, WKFC Living Trust Under Trust Agreement Dated June 4, 2010 by and through its Trustee Wellesley K. Clayton and American Home Mortgage Servicing, Inc. s/b/m to Option One Mortgage Corporation, et al., the undersigned Special Referee for Lancaster County, South Carolina, will sell on December 2, 2013 at 11:00AM, at the Lancaster County Courthouse, Courtroom B, City of Lancaster, State of South Carolina, to the highest bidder.

ALL THAT CERTAIN PIECE, PARCEL OR LOT OF LAND LOCATED IN LANCASTER COUNTY, SOUTH CAROLINA, AND BEING DESIGNATED AS LOT 261 ON THAT CERTAIN PLAT OF CLAIREMONT, PHASE 2, MAP 5, PREPARED BY YARBROUGH, WILLIAMS & HOULE, INC. DATED JANUARY 18, 2005, AND RECORDED JANUARY 28, 2005, AS PLAT DOC #2005 AT PAGE 0047 IN THE OFFICE OF THE CLERK OF COURT FOR LANCASTER COUNTY, SOUTH CAROLINA.

ALSO BEING SHOWN AS LOT 261 OF CLAIREMONT ON A PLAT OF ZIRAILI ELBEY PREPARED BY HUCKS AND ASSOCIATES, PC, DATED MARCH 3, 2006, AND RECORDED IN PLAT DOC 2006 AT PAGE 198.

THIS BEING THE IDENTICAL PROPERTY CONVEYED TO ZIRAILI M. ELBEY BY DEED FROM THE RYLAND GROUP, INC. DATED MARCH 29, 2006 AND RECORDED APRIL 7, 2006 IN BOOK 329 AT PAGE 170. SUBSEQUENTLY, SAID PROPERTY WAS CONVEYED TO KMJ TRUST, DATED DECEMBER 15, 2006 (TRUSTEES: ZIRAILI MOHASSAN EL BEY AND MARK ANTONIO FINDLETTER CLAYTON) BY DEED OF ZIRAILI M. ELBEY DATED JANUARY 19, 2007 AND RECORDED JANUARY 29, 2007 IN BOOK 378 AT PAGE 7. THEREAFTER, THE PROPERTY WAS CONVEYED TO WKFC LIVING TRUST UNDER THE PROVISIONS OF A TRUST AGREEMENT DATED JUNE 4, 2010 (TRUSTEE: WELLESLEY K. CLAYTON) BY DEED OF ZIRAILI MOHASSAN EL BEY AND MARK ANTONIO FINDLETTER CLAYTON AS TRUSTEES OF THE KMJ TRUST, DATED DECEMBER 15, 2006 DATED JUNE 11, 2010 AND RECORDED JUNE 22, 2010 IN BOOK 569 AT PAGE 85.

CURRENT ADDRESS OF PROPERTY: 13132 Wilburn Park Lane, Fort Mill, SC 29715
TMS: 0006M-0A-261.00

TERMS OF SALE: The successful bidder, other than the Plaintiff, will deposit with the Special Referee, at conclusion of the bidding, five percent (5%) of his bid, in cash or equivalent, as evidence of good faith, same to be applied to the purchase price in case of compliance, but to be forfeited and applied first to costs and then to the Plaintiff's debt in the case of non-compliance. Should the last and highest bidder fail to comply with the other terms of the bid within thirty (30) days, then the Special Referee may re-sell the property on the same terms and conditions on some subsequent Sales Day (at the risk of the said highest bidder). No personal or deficiency judgment being demanded, the bidding shall not remain open after the date of sale and shall be final on that date, and compliance with the bid may be made immediately. Purchaser to pay for documentary stamps on the Deed. The successful bidder will be required to pay interest on the amount of the balance of the bid from date of sale to date of compliance with the bid at the rate of 7.999% per annum. The sale shall be subject to taxes and assessments, existing easements and restrictions, easements and restrictions of record and any other senior encumbrances.

In the event an agent of Plaintiff does not appear at the time of sale, the within property shall be withdrawn from sale and sold at the next available sales date upon the terms and conditions as set forth in the Judgment of Foreclosure and Sale or such terms as may be set forth in a supplemental order.


The Honorable Phillip E. Wright
Special Referee for Lancaster County

Brock & Scott, PLLC
3800 Fernandina Road, Suite 110
Columbia, SC 29210
Attorneys for Plaintiff

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OF COURT
2013 OCT 24 PM 12:09
CLERK OF COURT
LANCASTER, SC



10-19401 FC01

Elbey, Ziraili

13132 Wilburn Park Lane, Fort Mill, SC 29715

Lancaster County

2011-CP-29-00035

Judgment - FC



DATED: 11/20/2013

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

FORM 4

JUDGMENT IN A CIVIL CASE

CASE NO. 2011 CP-29-00035

H&R Block Bank, FSB

Ziraili M. Elbey, et al.

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: Philip E. Wright, Special Referee

Attorney for : ☐ Plaintiff ☐ Defendant
or
☐ Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

☐ JURY VERDICT. This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.

☐ DECISION BY THE COURT. This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

☐ ACTION DISMISSED (CHECK REASON): ☐ Rule 12(b), SCRPC; ☐ Rule 41(a), SCRPC (Vol. Nonsuit); ☐ Rule 43(k), SCRPC (Settled); ☐ Other

☐ ACTION STRICKEN (CHECK REASON): ☐ Rule 40(j), SCRPC; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other

☐ DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):
☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other

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

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

ORDER INFORMATION

This order ☐ ends ☐ does not end the case.

Additional Information for the Clerk:

INFORMATION FOR THE PUBLIC 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)
n/a		\$
		\$
		\$

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

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. Note: Title abstractors and researchers should refer to the official court order for judgment details.

Circuit Court Judge *JR*

SPECIAL REFEREE
Judge Code)

11/27/13
Date

For Clerk of Court Office Use Only

This judgment was entered on the 27 day of 11, 2013 and a copy mailed first class or placed in the appropriate attorney's box on this 27 day of 11, 2013 to attorneys of record or to parties (when appearing pro se) as follows:

Chad W. Burgess
Brock & Scott, PLLC
3800 Fernandina Road, Suite 110, Columbia, SC 29210
ATTORNEY(S) FOR THE PLAINTIFF(S)

Ziraili M. Elbey
9789 Charlotte Highway, #400-191
Fort Mill, SC 29707-9998
ATTORNEY(S) FOR THE DEFENDANT(S)
[Signature]
CLERK OF COURT

Court Reporter:

STATE OF SOUTH CAROLINA)
COUNTY OF LANCASTER)

IN THE COURT OF COMMON PLEAS
SIXTH JUDICIAL CIRCUIT
CASE NO. 2011-CP-29-00035

H&R Block Bank, FSB,)
Plaintiff,)

vs.)

ORDER

Ziraili M. Elbey a/k/a Ziraili)
Mohassen 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/in to Option One)
Mortgage Corporation,)
Defendants.)

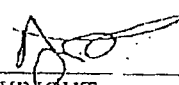
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2013 NOV 27 AM 10:19
CLERK OF COURT
LANCASTER, SC

This matter was heard before the Court on October 24, 2013. An Order issued from that hearing decreeing the sale of the subject real estate by foreclosure sale. The Defendant Ziraili M. Elbey a/k/a Ziraili Mohassen El Bey has filed various post-hearing submissions, some being captioned motions.

I have reviewed the filings and to the extent the filings can be considered motions, I have determined that the motions should be denied. Any future relief that the Defendant Elbey seeks should be through the appellate process.

WHEREFORE, IT IS ORDERED that the documents filed by the Defendant Ziraili M. Elbey a/k/a Ziraili Mohassen El Bey to the extent they might be considered post-trial motions are hereby denied.

AND IT SO ORDERED.



PHILIP E. WRIGHT
SPECIAL REFEREE

November 27, 2013
Lancaster, South Carolina.

STATE OF SOUTH CAROLINA)
COUNTY OF LANCASTER)

IN THE COURT OF COMMON PLEAS
SIXTH JUDICIAL CIRCUIT
CASE NO. 2011-CP-29-00035

H&R Block Bank, FSB,)
Plaintiff,)

vs.)

AFFIDAVIT OF MAIL SERVICE

Ziraili M. Elbey a/k/a Ziraili)
Mohassen El Bey WKFC Living)
Trust Under Trust Agreement)
Dated June 4, 2010 by and through)
its Trustee Wellesley K. Clayton)
and American Home Mortgage)
Servicing, Inc. s/b/m to Option One)
Mortgage Corporation,)
Defendants.)

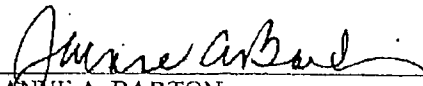
PERSONALLY appeared before me the undersigned deponent, who, after being first
duly sworn, states:

1. That she is the secretary to the Special Referee in the above-entitled action.
2. That regular communication by mail exists between deponents' addresses and the
addresses listed below, and that this is a proper circumstance for service by mail.
3. That a copy of the **ORDER** in the above-referenced action was served upon the
Plaintiff and Defendants, by depositing same in the United States mail in Lancaster, South
Carolina, on the 27th day of November, 2013, with postage affixed thereto, by **certified mail -
return receipt requested** and regular U.S. mail, addressed to the following:

Chad W. Burgess, Esq. (reg. mail)
Brock & Scott, PLLC
3800 Fernandina Road, Suite 110
Columbia, SC 29210

Ms. Ziraili M. Elbey
9789 Charlotte Highway, #400-191
Fort Mill, SC 29707-9998

American Home Mortgage Servicing, Inc.
s/b/m to Option One Mortgage Corporation
c/o CT Corporation System
2 Office Park Court, Suite 103
Columbia, SC 29223



JEANNE A. BARTON

SWORN to before me this
27th day of November, 2013.



Notary Public for South Carolina
My Commission Expires: 05/05/2016

LAW OFFICE
PHILIP E. WRIGHT, P.A.
ATTORNEY AT LAW

TELEPHONE: (803) 286-4343

408 NORTH MAIN STREET
LANCASTER, SC 29720
civil@pcwpa.com

FAX: (803) 286-9996

November 27, 2013

**BY CERTIFIED MAIL
RETURN RECEIPT REQUESTED
AND REGULAR U.S. MAIL**

Chad W. Burgess, Esq.
Brock & Scott, PLLC
3800 Fernandina Road, Suite 110
Columbia, SC 29210

Ms. Ziraili M. Elbey
9789 Charlotte Highway, #400-191
Fort Mill, SC 29707-9998

Re: H&R Block Bank, FSB vs. Ziraili M. Elbey, *et al.*
Case No. 2011-CP-29-035

Dear Mr. Burgess and Ms. Elbey:

Since the reference hearing, the Defendant Ms. Elbey has been mailing various documents to my office. The most recent documents I received are captioned as motions. I am issuing an Order relative to her post-hearing filings and instructing her that her next avenue of relief is to appeal to the South Carolina Appellate Court.

My Order denies the motions she is now filing, to the extent her post-hearing filings can be deemed to be motions.

Sincerely yours,



Philip E. Wright
Special Referee

PEW:jb

Enclosures

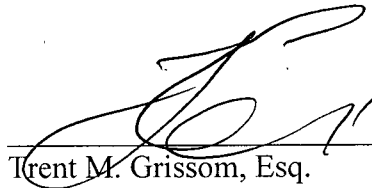
cc/encs: American Home Mortgage Servicing, Inc.
s/b/m to Option One Mortgage Corporation

10- 19401

CERTIFICATE OF COUNSEL

The undersigned hereby certifies that this Amended Appendix to the Record on Appeal contains no matter which is irrelevant to this appeal.

This the 15th day of July, 2015.


Trent M. Grissom, Esq.

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM LANCASTER COUNTY
Court of Common Pleas

Philip E. Wright, Special Referee

Appellate Case No. 2013-002373

RECEIVED

JUL 15 2015

SC Court of Appeals

H&R Block Bank, FSB Respondent,

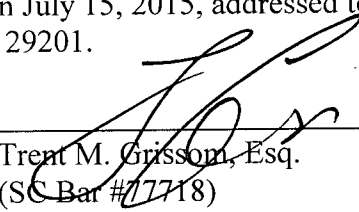
v.

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

Of whom Ziraili M. Elbey a/k/a Ziraili Mohassan El Bey is the Appellant.

PROOF OF SERVICE

I certify that I have served the Amended Appendix to the Record on Appeal on the
South Carolina Court of Appeals by hand delivery, on July 15, 2015, addressed to the South Carolina
Court of Appeals 1015 Sumter Street, Columbia, SC 29201.


Trent M. Grissom, Esq.
(SC Bar #77718)

McGuireWoods LLP
201 North Tryon Street
Suite 3000
Charlotte, NC 28202
Phone: (704) 343-2162
Fax: (704) 444-8819
tgrissom@mcguirewoods.com

July 15, 2015.

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM LANCASTER COUNTY
Court of Common Pleas

Philip E. Wright, Special Referee

Appellate Case No. 2013-002373

RECEIVED
JUL 15 2015
SC Court of Appeals

H&R Block Bank, FSB.....Respondent,

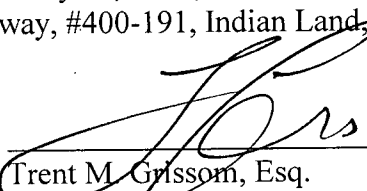
v.

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

Of whom Ziraili M. Elbey a/k/a Ziraili Mohassan El Bey is the Appellant.

PROOF OF SERVICE

I certify that I have served the Amended Appendix to the Record on Appellant Ziraili M. Elbey a/k/a Ziraili Mohassan El-Bey by U.S. Mail on July 15, 2015, addressed to Ziraili M. Elbey a/k/a Ziraili Mohassan El-Bey, 9789 Charlotte Highway, #400-191, Indian Land, SC 29707.


Trent M. Grissom, Esq.
(SC Bar #77718)

McGuireWoods LLP
201 North Tryon Street
Suite 3000
Charlotte, NC 28202
Phone: (704) 343-2162
Fax: (704) 444-8819
tgrissom@mcguirewoods.com

July 15, 2015.