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SC Court of Appeals

THE STATE OF SOUTH CAROLINA  
In the Court of Appeals  
Appellate Case No. 2015-002322

Appeal from the Circuit Court of Lexington County, South Carolina

The Honorable James O. Spence/ Master of Equity  
Albert J. Dooley, Judge/ Special Referee

Case No. 2010-cp-32-00669

JPMORGAN CHASE BANK, NATIONAL  
ASSOCIATION SUCCESSOR BY  
MERGER TO CHASE HOME FINANCE  
LLC S/B/M TO CHASE MANHATTAN  
MORTGAGE CORPORATION.....Respondent

V.

Demetric Hayes..... Appellant

**MOTION TO REINSTATE**

COMES NOW, the Appellant, Demetric Hayes (hereinafter "Hayes" or "Appellant"), *pro se*, and submits this, his Motion to Reinstate in support thereof he states the following:

**FACTS**

Appellant appealed the 2 November 2015 foreclosure sale of property located at 232 Edinfield Ct. Gaston, South Carolina 29053, The Notice of Appeal was filed on 4 November 2015. Upon filing of the notice of appeal, appellant notified this court that he had not received written notice of entry of sale. Also, on 30 November 2015 Appellant filed a response to the courts 19 November 2015 deficiency letter about not receiving the order which pertained to the foreclosure sale. The fact of the matter is that

there isn't an order for the appellant to submit to the courts. Nor, are there any transcripts to submit to the courts. The property in question never appeared on the 8 September 2015 or 2 November 2015 foreclosure sale list. Therefore, appellant is not clear on why this Honorable court would dismiss appellant's appeal. Appellant sold said property in 2011, and do not own the said property. The said property did not have a mortgage or liens, when property was sold.

### GROUND

This case was originally presented before Judge James O. Spence, Master of Equity for Lexington County. In the original proceeding Judge Spence accepted the substitution of the respondent without the knowledge of appellant and without any presenting of evidence that the respondent was the successor in interest in the original mortgage (no assignments). In addition, Judge Spence failed to notice respondent's original complaint was full of error and fraudulent statements. Furthermore, Judge Spence granted default judgment at a time when there were questions regarding the service of the original complaint.

Subsequently, Judge Spence recused himself from the case and a motion was made for the appointment of a special referee. Instead of this case going to another Master in Equity, the Court appointed Albert J. Dooley, Jr. to be a Special Referee.

The issue is the nature of the relationship between Mr. Dooley and Judge Spence. The two men have known each other for a number of years. In fact, they formed a partnership known as *Dooley, Dooley, Spence, Parker & Hipp* (emphasis added). As such, it is unlikely that Mr. Dooley would not be influenced by his former law partner. In

fact, Mr. Dooley was predisposed to issue rulings that not only upheld any decision of his former law partner, Judge Spence. Furthermore, only such a relationship, Mr. Dooley was predisposed to issue rulings that protected Judge Spence's reputation, particularly after the appellant filed a Complaint against Judge Spence.

Given his past relationship with Judge Spence, it is impossible that Mr. Dooley would not have been influenced by the fact that Judge Spence had issued numerous rulings and that Mr. Dooley was likely to be influenced by Judge Spence's rulings. On that basis alone, Mr. Dooley should have recused himself from any case involving Judge Spence and should be removed as Special Referee in this case. (See Exhibit A).

#### **OUR HISTORY**

The Dooley Law Firm, P.A. has a proud history of legal service to the Lexington area and is one of the oldest established firms in Lexington County, South Carolina. With this longevity comes one of the most valuable assets we can offer our clients - experience in the practice of law.

Established in 1954 by Albert J. Dooley, Sr., the firm has evolved into a full service law firm fully able and equipped to handle your legal services needs. The firm is located directly across the street from the Lexington County Judicial Center in downtown Lexington, South Carolina. The firm has been in this same physical location since 1954 while it has continued to evolve in the professional services it provides.

The firm prides itself on providing prompt, professional legal services that are on the cutting edge without losing sight of the values and history that has accounted for the firm's longevity. While we are extremely proud of our firm's history of legal service to the Lexington community, we have never been content to rest on our laurels. That is why the firm has continued to evolve through the years to better serve the growing and diverse needs of the Lexington community.

Albert J. Dooley, Sr., or "AJ" as he is known by so many, is now "Of Counsel" to the firm. Mr. Dooley has practiced in the town of Lexington his entire professional life. He was honored by the South Carolina Bar in 2004 for 50 years of continuous membership in the Bar. Mr. A.J. brings a wealth of legal and practical life experience to the firm.

Mr. Dooley is joined in his practice by Albert J. Dooley, Jr. (Bert) and his daughter Sandra Dooley Parker. Bert and Sandra head the real estate division of our firm and can assist you with all your real estate related legal needs ranging from loan closings, loan refinances, lease agreements, real estate development and, generally, all real property related legal matters.

James O. Spence joined the firm in 1984 and developed an extensive practice in several areas of litigation, including real estate litigation, debt collection, mortgage

foreclosures, tax title litigation, partitions, boundary line disputes, and adoptions. Mr. Spence was also a certified **Mediator and Arbitrator** and had an extensive practice devoted to **Alternative Dispute Resolution (ADR)**.

To continue the proud tradition of expansion to serve the needs of the community, in 2004 the firm added Robert E. Newton as a partner. Mr. Newton had over 18 years of experience as a trial attorney. Mr. Newton handled wrongful death litigation, personal injury litigation, family law matters, and **family law mediation**. Mr. Newton headed the firm's litigation division and assisted our clients in navigating the many difficulties encountered in a trial.

In 2007, the firm was proud to see the ascension of one of its own to the bench with long-time partner James O. Spence's election as Master-In-Equity for Lexington County.

Also in 2007, the firm added a new member. Albert J. (Trey) Dooley, III, grandson of A.J. and son of Bert, joined the firm as an associate focusing on the areas of real estate transactions and litigation. Trey had long been the firm's law clerk.

In 2012, two more of the firm's attorneys ascended to the bench when partner Robert E. Newton was elected to Family Court Judge for the 11th Judicial Circuit and associate Albert J. (Trey) Dooley, III was appointed as Lexington County Magistrate Judge for Cayce/West Columbia.

As you consider the many alternatives that are available to you as you select your next lawyer, we invite you to browse through this website to learn more about us and the services we offer. You will find a brief description of our attorneys and the services they provide. This list is not all inclusive and we welcome the opportunity to discuss your particular legal needs with you individually. We are confident that upon review, you will agree that we have earned the proud history we hold so dear through hard work, honesty and professionalism on behalf of all our clients. We welcome the opportunity to assist you.

Special Referee Albert J. Dooley, Jr. (The Dooley Law Firm, P.A.) has been involved in closings and refinancing involving the Respondent and its successor/ affiliates. Mr. Dooley, on his website, notes his specialty in handling countless real estate transactions. As an attorney involved in real estate transactions, Mr. Dooley is directly involved in interacting with a wide variety of commercial clients as well as land developers, lenders, and the originators of loans. (See Exhibit B).

#### **BIOGRAPHY**

Mr. Dooley received his Juris Doctor degree from the University of South Carolina in 1980. He holds a Bachelor of Arts degree from the University of South Carolina in Political Science. He graduated from Lexington High School in 1973 with perfect attendance for 12 years.

Mr. Dooley has practiced law in Lexington for his entire career. His father, Albert J. Dooley, Sr. began practicing law in Lexington in 1954 as a solo practitioner. Dooley and Dooley Law Firm was born in 1980 when Bert joined his father's practice. In 1995, Mr. Dooley, Sr. became "Of Counsel" to the firm, leaving Bert as the Senior Partner of The Dooley Law Firm.

Mr. Dooley is a member of the South Carolina Bar Association and the Lexington County Bar Association. He has been recognized for meritorious service by the South Carolina Supreme Court.

Early in his career, Mr. Dooley practiced in all areas of the law, including criminal defense, DUI and family court. Mr. Dooley's practice now has a substantial emphasis on real estate, estate planning, and probate practice.

Mr. Dooley has closed countless residential purchases and refinances. In addition, he represents a wide variety of commercial clients as well as land developers and lenders. The Dooley Law Firm employs a full time title abstractor and title insurance administrator.

In 2007, Mr. Dooley expanded his practice areas when he became certified by the South Carolina Supreme Court as a **Circuit Court Mediator**.

Mr. Dooley has been married to his high school sweetheart, Cindy Dooley, since 1978. Cindy is an attorney practicing in the area of Worker's Compensation defense in Columbia, South Carolina. They have two children, Trey and Megan.

Service to the Lexington community has always been a hallmark of the Dooley family. In 1996, Bert was elected to the Lexington School District One Board of Trustees and he has served as Chairman. Mr. Dooley is a past president of the Lexington JCs and the Lexington Rotary Club. He is a former Rotary GSE team member having represented South Carolina on an exchange trip to Tasmania, Australia in 1988. Bert has also been named a "Paul Harris Fellow."

JP Morgan Chase is one of the premier lending institutions involving home mortgages in the country. Given the nature of Mr. Dooley's practice, there are likely several instances where Mr. Dooley dealt directly with JP Morgan Chase Bank, N.A., Chase Home Finance LLC., Chase Manhattan Corporation and affiliates. In the circumstance, Mr. Dooley as a Special Referee is acting in place of a judge. As a judge, Mr. Dooley would be required to recuse himself from any case where there is even the possible appearance of partiality to either side. As an attorney who specializes in real estate transactions, as a professional who regularly interacts with one of the parties, it was incumbent that Mr. Dooley recuses himself from any matter involving JP Morgan Chase and affiliates. Not only has Mr. Dooley interacted with JP Morgan Chase, it is likely that Mr. Dooley would interact with JP Morgan Chase in the future. In fact, Mr. Dooley

stands to get, indirectly, a financial benefit from a favorable ruling on behalf of the Respondent. Respondent, who has been under investigation for some of its unlawful foreclosure practices is more likely to expand its lending programs in South Carolina should it succeed in its foreclosure actions. This expansion would benefit the legal practice of Mr. Dooley.

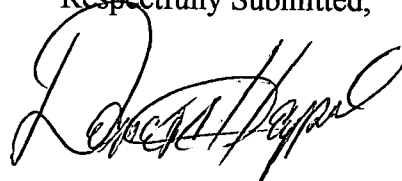
Therefore, Mr. Dooley has an indirect pecuniary interest in the outcome of this litigation. As such he should have recused himself for this case and I ask the Court to remove him and as Special Referee. Mr. Dooley refused to remove himself. Nor did courts remove him.

Appellant filed a motion in the lower court to remove Mr. Dooley as special referee but the courts allowed Mr. Dooley to rule on a motion to not remove (recuse) himself. Appellant is confused on how that can be possible. Appellant found out on 2 November 2015 why Mr. Dooley refused to remove himself. Judge Spence (Master of Equity), who recused himself from this case, was allowed to over see the sale. At the 2 November 2015 sale Auction, Judge Spence asked Mr. Dooley (attorney/ special referee) if there is anyone that has a property to sale that was not on the list. Mr. Dooley said, yes I have one. It was the property at 232 Edinfield Ct. Gaston, South Carolina 29053. Property that appellant doesn't own. Judge Spence, Judge Dooley along with attorneys Mary M. Caskey and James Y. Becker of the Haynsworth, Sinkler and Boyd Law Firm has conspired to use my name in order to deceive the Department of Veterans Affairs to pay monies on property that didn't have a mortgage or lien. (see Lexington County Record of Deeds office).

Mr. Dooley was the auctioneer. Mr. Dooley bided on the said property. Mr. Dooley brought the said property for \$60,000 that appellant did not own. Mind you, the said property were never listed on the sales list. This court stated that according to Rule 201(b), SCACR that appellant would not be aggrieved by any order relating to a subsequent sale of the property. Appellant has been aggrieved because, appellant has been named as the defendant in the lower court, received letters and documents mail through the US postal service, is named in over 1,100 pages of court documents (case # 2010-cp-32-00669), negatively affected appellants' credit, has tarnish appellants' name and reputation in his community and has caused appellant mental and physical stress. So, appellant has been very much aggrieved by the lower courts unlawful and fraudulent actions.

WHEREFORE, the Appellant Demetric Hayes, respectfully request that this Honorable Court vacate any order or ruling signed by James O. Spence, Master of Equity for Lexington County and Albert J. Dooley, Jr. as Special Referee, remove Albert J. Dooley, Jr. as Special Referee in this case and vacate any order or ruling granting the Respondent relief in this action.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Demetric Hayes", written in a cursive style.

26 January 2016

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Appellate Case No. 2015-002322

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JPMORGAN CHASE BANK, NATIONAL  
ASSOCIATION SUCCESSOR BY  
MERGER TO CHASE HOME FINANCE  
LLC S/B/M TO CHASE MANHATTAN  
MORTGAGE CORPORATION.....Respondent

V.

Demetric Hayes..... Appellant

**AFFIDAVIT of FACT**

I Demetric Hayes, a living man, the Undersigned Appellant, hereinafter "Appellant," does hereby solemnly affirm, declare and state as follows:

1. Appellant is a US citizen.
2. Appellant is a US Army Veteran.
3. When Appellant sold the property at 232 Edinfield Ct. Gaston, South Carolina 29053 in 2011, there was not a mortgage or liens on the property.
4. Mr. Albert J. Dooley (Attorney/ Special Referee) presided over appellant's case in the lower court and held the foreclosure sale auction on 2 November 2015.
5. Mr. Dooley was the auctioneer, bided on the said property, and brought said property for \$60,000.
6. The property at 232 Edinfield Ct. Gaston, South Carolina 29053 was not on the foreclosure sales list on 2 November 2015.



**Complaint & Charging Sheet**  
**Statement of Facts & Charges by Affidavit**

**Respondent: Chase (OHS-73020)**  
**3514 Vision Drive**  
**Columbus, OH 43219-6009**

**Butler & Housch (Attorneys for) Chase**  
**Genevieve Johnson Bar #78480**  
**107 Westpark Blvd Suite 130**  
**Columbus, SC 29210**

**In Re: CHASE HOME FINANCE LLC S/BM TO CHASE MANHATTEN MORTGAGE CORPORATION v  
DEMETRIC HAYES Case: No 2010-CP-32-00669 Matter No: 281355**

Ovation Research is an independent third party charged with the execution of discovery in the exhaustion of the administrative remedy for Demetric: Hayes and DEMETRIC HAYES in the above referenced matter.

Affiant is familiar with the money and banking principles presently being used in the United States and understands the principles of the creation of demand deposit accounts (liabilities), and the usage of negotiable instruments under the Generally Accepted Accounting Principles (hereinafter GAAP) in the present above-mentioned case. I make this Affidavit (hereinafter referred to as "Affidavit") based on my own personal knowledge of the economic, historical, and the money and banking principles stated herein, except that I have relied entirely on documents provided to me, regarding certain facts at issue. I am making this Affidavit based on my experience and expertise as (1) money and banking expert, (2) researcher and research writer, and (3) teacher.

Affiant has critically evaluated the purported loan documents in this matter and has arrived at the following conclusions based upon my knowledge and beliefs. I am competent to make the following statements which stand as a charge against Respondent(s):

There is no evidence that the bank loaned anything of value in this matter and I believe that none exists;

There is no evidence that Respondent has incurred a loss in this matter and I believe that none exists:

There is no evidence that the Respondent has any lawful standing in this matter and I believe that none exists:

There is no evidence of a valid contract between Respondent and DEMETRIC HAYES, for want of valuable consideration and want of two executing signatures:

IF there is a valid contract between Respondent and DEMETRIC HAYES not heretofore presented, the Respondent(s) has (have) breached their own contract having failed to provide the agreed upon 'loan':

The Respondent(s) has (have) violated the Truth-In-Lending Act and contract law:

The Respondent(s) has (have) engaged in common law fraud and unlawful conversion of a security:

The Respondent(s) have (has) unlawfully monetized the 'Promissory Note' and the "Mortgage Agreement", unregistered securities, for their own unlawful and unjust enrichment:

In this matter, there was no loan, but an exchange:

The alleged 'Borrower' was in fact the 'lender', having loaned the Respondent(s) the 'Promissory Note' and "Mortgage Agreement" that was deposited into a Demand Deposit Account.

As an economic expert charged with the exhaustion of administrative remedy I hereby *challenge all* Claims in this matter for fraud and hereby demand a *forensic audit* of the transaction to determine the truth in this matter. This *Charging Sheet by Affidavit* is presented under notarial seal and under the direction and jurisdiction of the Postmaster General under the jurisdiction of the Universal Postal Union to ensure the right of transit and has been published in the public domain, in want of rebuttal, by a three notary panel, to ensure that this transaction is handled with a sense of fair play and good faith and with clean hands as required in equity. The rebuttal, line by line and point by point in

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affidavit form, and/or stipulations to the affidavit will be certified by said three notary panel who will issue a Declaratory Judgment, certifying the admissions, confessions and stipulations of the parties, that is beyond review and that is as binding on the Parties and their privies as if issued by the highest court in the land and will stand as res judicata and stare decisis.

**Respondent may rebut** these charges by producing a certified copy of all of the account ledgers for this transaction, to independent forensic auditors providing the evidence, as a matter of fact, that Respondent provided valuable consideration; an actual loan of value; and that Respondent has a valid contract with the alleged debtor that obligates the alleged debtor to perform.

Respondent may choose not to rebut as stated above and may choose to so stipulate to the charges. ALL communications and/or rebuttals shall be directed **ONLY to Ovation Research, 1188, Lanham, MD 20703.** Communications and/or rebuttals directed to any other location shall constitute a non-response.

**In this matter** Respondent apparently accepted the alleged borrower's Note and credit application (money of account) in exchange for its own credit (also money of account) and deposited that credit into the alleged borrower's liability account, using the amount of the alleged borrower's note and/or application as the only source of funding and/or paying the merchants.

The Respondent, which cannot prove that it ever complied with the terms of contract law (that Respondent offered to the alleged borrower), is operating in a questionable method to say the least. One reasonably might argue that the Respondent recorded the Note as a loan (money of account) from the alleged borrower, and that the Respondent then became the borrower of an equivalent amount of money of account from the alleged borrower. The Respondent in fact never lent any of its own preexisting money, credit, or assets as consideration to purchase the Note or credit agreement from the alleged borrower. When the Respondent deposited the alleged borrower's signed negotiable instrument, the bank issued credit into an account based upon the value of the alleged borrower's depository instrument without the alleged borrower's knowledge or consent. The Respondent received credit or money of account from the alleged borrower as an asset without ever paying anything and/or literally stole the note.

GAAP ordinarily would require that the Respondent record a liability account, crediting the alleged borrower's deposit account, showing that the Respondent owes the amount of the deposit to the alleged borrower, just as if the alleged borrower were to deposit cash or a payroll check into their account. These material facts were intentionally withheld from the alleged borrower. The alleged borrower's note (any other negotiable instrument) actually funded the loan. The alleged borrower is the true lender and the Respondent is the true borrower. The Respondent is trying to use the Note to persuade and deceive the alleged borrower into believing that the opposite occurred and that the alleged borrower was the borrower and not the lender.

The following point is undisputed: The alleged borrower gave his negotiable instrument(s) or gave the equivalent of money (loaned) to the Respondent and when the bank issued payment to the merchant(s) it was based upon the balance in the alleged debtor's demand deposit account, it became "money" in the commercial banking system.

The question is, did the Respondent fund the alleged loan by debiting their net worth and crediting an asset account, or did they willfully and intentionally misrepresent the true terms of the alleged contract by debiting an asset account and crediting a Liability/Demand Deposit Account?

The alleged borrower hereby is entitled to have the Respondent produce its accounting ledgers for a complete independent audit. The Affiant disputes that the Claimant is the real party of interest. Based upon the Affiant's personal knowledge and belief the Affiant hereby states that the alleged Respondent is not the real party in interest.

The Affiant also hereby declares with 100% probability that Respondent had to have monetized the signed, executed note of the alleged borrower in order to deposit something of value in order to allow the alleged borrower to draw upon his demand deposit account. Furthermore, the Affiant declares that he has seen Promissory Notes stamped "Pay to the Order of" thus proving that the bank illegally monetizes the notes without full disclosure concerning changing and/or altering of the documents and the terms of the agreement. If Respondent will produce the alleged borrower's

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original executed note(s), (if they could ever find it in the stream of commerce) the note will prove Affiant's contention.

Based on my analysis of the account it is my conclusion that the Respondent has monetized (conversion and has violated Truth in Lending Act, Title 15 U.S.C. 15 §§1649, 1666-1666J; Regulation Z C.F.R. Part 226) and used **DEMETRIC HAYES's** Note (negotiable instrument) for its own purposes (demand deposit liability), and it remains to be proven whether Respondent has incurred any financial loss or actual damages (I do not have sufficient information to form an absolute conclusion on this point without a review of the Respondent's books and records of account, and this alleged debt should have been [dis]charged by **DEMETRIC HAYES's** fiduciary agent who is in control of the alleged debtor's accounts (accounting ledgers) and is demanded to relinquish and/or open the ledgers for inspection). Under the rules of evidence the Respondent (fiduciary) should provide the original unaltered signed contract, accounting ledgers of the bank to substantiate that the bank's net worth was decreased and that the bank did not increase the bank's demand deposit account and provide sufficient verification that the bank has complied with the terms of the contract showing that it gave valuable consideration for **DEMETRIC HAYES's** negotiable instrument while providing sufficient evidence that **DEMETRIC HAYES** is indebted to it for a specific amount. Respondent lacks credible concrete evidence to actually prove that **DEMETRIC HAYES** is indebted to the alleged Respondent in any amount under the Federal and State Rules of Evidence.

Another point that is being ignored is House Joint Resolution (HJR) 192/ Public Law 73-10, the bankruptcy of the United States Government. Under that resolution, portions of which have been repealed, the following question remains unanswered: Lacking positive value money, the Respondent having accepted the **DEMETRIC HAYES's** note absent just compensation, is **DEMETRIC HAYES** the creditor in fact and Respondent the debtor in fact to the extent of the instruments associated with the alleged 'loan'? Public Policy removed the people's liability to make all payments by making a contract null if it required the payment to be in substance because the people didn't have any money to pay with. This alleged debt is hereby [dis]charged. This bank should explain to the alleged Debtor how to pay a debt with a debt instrument. **DEMETRIC HAYES** hereby states that HJR-192/ Public Law 73-10 removed the liability of an obligor by making it against public policy to pay debts. What does Respondent expect the alleged debtor to pay with? Simply said, there is no lawful money, plain and simple, for **DEMETRIC HAYES** to make payments with. On top of that, if **DEMETRIC HAYES** were to pay, who would compensate **DEMETRIC HAYES** for her "Note"? Public Policy is a supersedeas bond because it limits our liability to pay. The Respondent should be compelled to pay just compensation to **DEMETRIC HAYES** for literally stealing her note(s).

Respondent does not have money of its own to loan! Respondent, by monetizing the **\$131,000.92** promissory notes, without **DEMETRIC HAYES's** approval and/or consent literally created **\$131,000.92** of new money based upon the value of the **\$131,000.92** promissory notes. Respondent has literally stolen the **\$131,000.92** promissory notes without giving **DEMETRIC HAYES's** valuable consideration for depositing the promissory note. Respondent has literally stolen **\$131,000.92** promissory notes without giving **DEMETRIC HAYES's** value for the promissory notes and increased the assets of Respondent. Respondent, through deceptive accounting practices, gains an **\$131,000.92** asset account and risks nothing in the alleged mortgage transaction and now demands that **DEMETRIC HAYES's** repay (pay a second time) the alleged loan. Respondent has committed fraud, misrepresentation, conversion, breach of contract, and breach of its fiduciary relationship with **DEMETRIC HAYES's**.

The information contained in this Charging Sheet and its undisputed validation through college text books, Federal Reserve publications, hundreds of economic expert's writings, congressional records, and former and current political leaders conclusively substantiates that Respondent is engaged in criminal activity (counterfeiting).

Respondent did not inform **DEMETRIC HAYES's** that Respondent was going to deposit his promissory note and use that as the only source of funding, therefore, Respondent has committed a Truth in Lending Violation. In light of the fraud **DEMETRIC HAYES's** hereby rescinds his signature on the mortgage, correcting the records, and files this Charging Sheet/charges against Respondent and their officials, in their corporate as well as in their individual capacities.

Respondent has committed fraud, conversion, misrepresentation, breach of contract and never gave any valuable

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consideration and conversely, cannot prove that they have been or ever would be at financial risk in **DEMETRIC HAYES's** transaction.

Under state and federal law, Respondent must provide just compensation for the acceptance of a promissory note, mortgage note, bond, or any other kind of a negotiable instrument(s). As in the case of depositing money (cash and currency), Respondent must give the depositor a deposit slip evidencing that Respondent is indebted to the depositor in the amount of his deposit. When Respondent deliberately, fraudulently and with outright malice deposited the **\$131,000.92** promissory notes of **DEMETRIC HAYES**; without giving **DEMETRIC HAYES's** a **\$131,000.92** deposit slip Respondent violated Generally Accepted Accounting Principles. Respondent must explain why they failed to give a deposit slip(s) for the deposit of the signed negotiable instrument(s).

Respondent did not comply with state or federal laws and cannot prove ownership (security interest) of any negotiable instrument placing **DEMETRIC HAYES's** in a debtor-creditor relationship with Respondent. The truth of the matter is that Respondent owes **DEMETRIC HAYES's** **\$131,000.92** for the promissory note (negotiable instrument) and another **\$131,000.92** for the mortgage note (negotiable instrument). The total indebtedness of Respondent to the **DEMETRIC HAYES** is **\$131,000.92x2**. Respondent's deposit and monetization of **DEMETRIC HAYES's** promissory notes without providing any valuable consideration constitutes theft by deception, fraud, misrepresentation, breach of contract and an outright breach of the bank's fiduciary relationship.

The depositing of the two negotiable instruments (promissory note & mortgage agreement) is the equivalent of **DEMETRIC HAYES's** depositing **\$131,000.92x2** of cash into the asset account of Respondent. Respondent expects **DEMETRIC HAYES's** to pay the principal amount of **\$131,000.92** plus interest or Respondent simply forecloses on **DEMETRIC HAYES's** private property.

Respondent must prove that they suffered a financial detriment and actually substantiate giving valuable consideration in order to be the holder in due course of the negotiable instrument(s). Without the original notes in hand Respondent's claim is fraudulent. Respondent did not comply with state or federal law and cannot prove ownership (security interest) of any negotiable instrument placing **DEMETRIC HAYES's** or **DEMETRIC HAYES** in a debtor relationship to Respondent. The truth of the matter is that Respondent owes **DEMETRIC HAYES's** valuable consideration in the amount of **\$131,000.92** for depositing their promissory note and another **\$131,000.92** for depositing the **DEMETRIC HAYES's** **\$131,000.92** mortgage note which is the same as depositing a total of **\$131,000.92x2** in cash.

For Respondent to be in compliance with GAAP, Respondent must credit a liability and/or demand deposit account to offset the **\$131,000.92** (based upon the promissory note only) deposit to Respondent's assets. GAAP accounting formula(s) and/or rules still apply: Assets=Liabilities (Demand Deposit) + Net Worth, and for every Debit there has to be a corresponding credit. Respondent having already debited **\$131,000.92** (promissory Note) into the bank's asset account would have to record a credit to the bank's liability (demand deposit) account. To be in compliance with the rules of GAAP, Respondent would simply credit a liability (Demand Deposit) account for **\$131,000.92**.

Respondent had to remove the credit balance in the liability and/or DDA account and transfer the DDA credit balance into a net worth account. Respondent has to erase the credit balance in the liability (DDA) account and/or transfer that particular balance into a net worth account in order to fund the payment to the sellers of the home. Respondent has to credit the net worth account for **\$131,000.92**.

The results of a forensic audit will show that the **\$131,000.92** debit balance has not changed. A forensic audit will show that no noticeable change has occurred in the Bank's liability (demand deposit account) balance and with the debiting of Respondent's liability account for **\$131,000.92**, Respondent has completely erased the **\$131,000.92** credit balance belonging to **DEMETRIC HAYES** thus showing that Respondent has illegally stolen **DEMETRIC HAYES's** promissory note without giving valuable consideration!

Respondent has concealed their illegalities, debiting the liability and/or DDA account and removing or eliminating any evidence of any amount of money that Respondent owes to **DEMETRIC HAYES's**. When Respondent credits its net worth account for **\$131,000.92** the accounting ledgers show that Respondent's net worth is increased by

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**\$131,000.92.** This accounting procedure is not only misleading it is fraudulent, theft by deception, breach of contract, and criminal.

This *deceptive* accounting procedure which is in violation of GAAP fraudulently removes and illegally transfers the **\$131,000.92** from **DEMETRIC HAYES's** Demand Deposit Account and transfers the **\$131,000.92** into Respondent's net worth account. Respondent never used or risked any of their own money but was actually using the value of **DEMETRIC HAYES's** promissory note! Respondent's accounting ledgers are in balance based upon their fraudulent accounting procedures!

If an auditor examines Respondent's ledger accounts, the ledger accounts will show or indicate that Respondent had funded the alleged 'loan' through a deduction in the Bank's net worth account. A closer scrutiny of Respondent's ledgers will conclusively prove that Respondent had not funded the alleged 'loan' but, simply through the use of creative accounting, committed fraud, misrepresentation, conversion and never gave any valuable consideration. Respondent never used any of its own money, for Respondent has simply removed a credit from liability (DDA) and illegally transferred the money into a net worth account.

Respondent has risked nothing in this mortgage transaction and has suffered no loss and therefore their claim is false and fraudulent. "**DEMETRIC HAYES's**" hereby claims that it was NOT the signature of "**DEMETRIC HAYES's**" on the promissory note nor the mortgage agreement, but his autograph, and it therefore was never properly executed.

Respondent has a mandatory obligation in bankruptcy to rebut the charges levied herein within 21 days after receipt, line by line and point by point, signed, sworn to, notarized and returned to the notary public charged with certification of the discovery process. Respondent's failure to rebut as set forth herein shall constitute Respondent's confession, consent and stipulation to the facts as set forth herein.

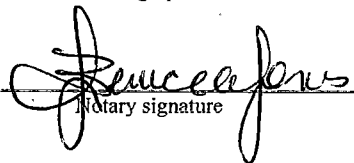
Respondent's failure to rebut shall constitute Respondent's stipulation that this process is free from defect, lawful or otherwise; that Judgment shall be issued certifying the admissions, confessions, agreements and stipulations of the Parties and that said Judgment constitutes res judicata, stare decisis and an estoppel.

**Respondent's refusal to rebut shall constitute Respondent's confession to Mail Fraud, Bankruptcy Fraud, Bankruptcy Obstruction, unlawful conversion, theft, fraud in the inducement, counterfeiting, securities fraud and the unlawful trading in unregistered securities.**

Respondent's refusal to rebut shall constitute Respondent's confession to Respondent's operation in equity in bad faith and with unclean hands and their voluntary surrender of all equity claims in their name and/or in their control. Furthermore affiant sayeth not.

I, Olivia L. Evans-El, certify upon my own unlimited commercial liability and upon the codes and statutes of the United States that the foregoing is true, correct, complete and not misleading to the best of my present belief and knowledge so help me god.

On the 17<sup>th</sup> day of September, 2012, a Woman known to me to be Olivia L. Evans:El appeared before me, a notary public, attested the foregoing to be the truth, the whole truth and nothing but the truth so help him god and affixed his autograph hereto.

  
Notary signature

stamp/seal

By Olivia L. Evans-El  
Olivia L. Evans-El  
Authorized Representative, Natural Person, In Propria Persesona: All Rights Reserved

Bernice C. Jones  
My Commission expires:  
9/14/2014

Certificate of Authenticity

This is an official document - a valid admiralty maritime contract, originating from a non-independent postal zone under the jurisdiction of the Universal Postal Union and constitutes "Official Mail" and is in compliance with postal regulations concerning 'private mail carriers'.

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THE STATE OF SOUTH CAROLINA  
In the Court of Appeals  
Appellate Case No. 2015-002322

JAN 28 2016

SC Court of Appeals

Appeal from the Circuit Court of Lexington County, South Carolina

The Honorable James O. Spence/ Master of Equity  
Albert J. Dooley, Judge/ Special Referee

Case No. 2010-cp-32-00669

JPMORGAN CHASE BANK, NATIONAL  
ASSOCIATION SUCCESSOR BY  
MERGER TO CHASE HOME FINANCE  
LLC S/B/M TO CHASE MANHATTAN  
MORTGAGE CORPORATION.....Respondent

V.

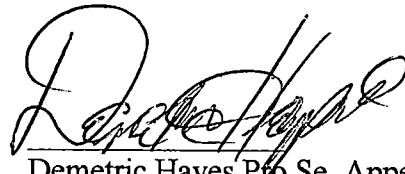
Demetric Hayes.....Appellant

**PROOF OF SERVICE**

I certify that a copy of the foregoing letter has been served upon the Respondent by placing the same in the United States mail, addressed to the following as shown below this 26 January 2016.

**Counsel of record for the respondent:**

Mary M. Caskey, Esquire, FeD ID No. 10120  
James Y Becker, Esquire, Fed ID No. 5733  
Haynsworth Sinkley Boyd, P.A.  
1201 Main Street, Suite 2200  
Post Office Drawer 11889 (29211-1889)  
Columbia, South Carolina 29201  
Telephone: 803- 779-3080

A handwritten signature in black ink, appearing to read "Demetric Hayes". The signature is stylized with large, flowing loops and a prominent initial "D".

Demetric Hayes Pro Se, Appellant  
232 Edinfield Ct.  
Gaston, SC 29053  
(803)-920-4478

26 January 2016