

**Motion For Production And Admission Of Evidence  
To Appellate Proceedings**

**DOCUMENTS**

**APRIL 18, 2016**

**Summons and Complaint - No: 2015-cp-23-03181**

**RECEIVED**  
APR 21 2016  
SC Court of Appeals

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**THE STATE OF SOUTH CAROLINA**

**COURT OF APPEALS**

Case No: 2016 - 000152

**RECEIVED**

APR 21 2016

SC Court of Appeals

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**Jean Elliott, aka Betty Jean Elliott  
Individually and as Personal  
representative of the estate of  
Ervin W. Elliott.**

**Respondent**

**Vs.**

**Alberto Alvarez, appellant and  
representative appellant for  
Guadalupe Ledesma-Martinez  
and Estella Gutierrez-Garcia.**

**Appellant**

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**Motion For Production And Admission  
Of Evidence To Appellate Proceedings**

Attached

**Subject of Motion** relates to evidence produced during the the second of two hearings, the second conducted on December 15, 2015 - and pertaining to foreclosure hearing 2015-cp-23-03181 - heard in the Court Of Equity and relates to the matter appealed to The South Carolina Court Of Appeals - Case No: 2016-000152.

**Motion:** Is a request that by order of the court, veracity of the contents of second transcriptional be ascertained to be accurate and complete, with no recorded testimony having been deleted.

Additionally requested Is confirmation by the court that all key documents from the final closing, conducted on October 21, 2013, for the purchase of 14 Henderson Street, Greenville SC have in fact been provided to the Appellant.

In the interest of accuracy and expediency, some of the executed documents requested, of which the Appellant possessed - but only as blank copies - have been included with this motion.

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**Details of this Motion, the cause for request of motion, and sufficient reasoning for the specific requests made by this motion are as follows: Recitations of sources provided with annotation.**

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**The subject foreclosure hearing was held in the Greenville County Court Of Equity - Case: 2015-cp-23-03181 and was conducted in two sessions. The first part of these proceeding took place on November 4, 2015 while the second and final proceeding was conducted on December 15, 2015. For this reason there are two transcriptions - one for each proceeding and henceforth I will refer to the two transcripts as (T1) and (T2) respectively. Copies of both transcripts have been provided for reference as well. The subject property at issue will be referred to as simply 14 Henderson. Most exigent of the requests made by the Appellant relate to the three Bonds For Title created for the subject transaction prior to the**

concluding mortgage and note executed in the final closing, both mortgage and Promissory note were registered with the ROD on the same date as the closing by the Appellant's attorney - Mr. Andy White - on October 21, 2013. To utilize a mortgage and note as the instruments of conveyance for 14 Henderson, in lieu of the existing Bond For Title - a change recommended/urged by the Appellant's attorney Mr. Any White, (reasons not understood), the Original Bond For Title, dated July 1, 2015, had to be cancelled. A document titled *Termination of Bond For Title* was thus created by the Appellant's attorney, Mr. Andy White. Should there have never been the July 1, 2013 version of the Bond For Title executed for the purchase of 14 Henderson, signed by the Respondent and Appellant and witnessed by a Mrs. Barbara Anne Pittman, Mrs. Elliott's sister in-law and business partner, then termination document never needed. That it (July 1st Document) existed in legal form is undisputed. Hence the need to cancel it in order to execute the mortgage the Plaintiff's party

desired was accommodated. The Appellant errantly provided the only copy of the July 1st - Bond For Title - upon request - to Mr. Andy White so that Mr. White could have it recorded. It has never since been seen. Included for your inspection are the second and third Bonds For Title to 14 Henderson that have been introduced over these proceedings. They are labeled Bond #2 and Bond #3. Bond #2 is a materially altered and fraudulent copy of the original Bond For Title and displays accurately copied signatures of both The Respondent and Appellant. Bond #3 is a completely new document created by Mr. Andy White, without informed consent from the Appellant. Approximately two weeks before the closing, a copy of the Bond #3 was emailed to the Appellant from Mr. White's Email. This specific document was not discovered in the Appellant's email until the Summer of 2015. The Appellant does not read English and remiss in her duties, his aide failed to take notice of the email. Full understanding of the roll of Bond #3 was not derived until the

**preparation of the Appellant's Initial Brief had begun. Before referring you to specific documents and annotation which Underpin and support the veracity of the statements above, I wish to enter A number of additional core considerations essential to a full understanding of the information presented thus far that is truth, the information presented thus far that is fabrication - and what can assist in discerning between the two. Full disclosure of these facts, and admission of the evidence discussed herein are the impetus and essence of this motion and are of consummate importance to the Appellant's initiative to his eventual success In overturning the errant ruling on the case as it stands at present. Full disclosure of many adjudicative facts were suppressed and have yet to be exposed to-date in this action. Thus.. Be it known that:**

- a) The central gravamen of the foreclosure was the sale of 14 Henderson Street in violation to the "terms" written into the mortgage by the Appellant's attorney, Mr. Andy White.**

**Cessation of payments was a deliberate act by the buyer to force this issue to resolution.**

**b) The Bond For Title of July 1, 2013 was prepared by the Appellant and includes specific terms which allows the Appellant to rent, lease, or sell 14 Henderson at will. There is no Due On Sale Clause integral to the original contract - this would be completely contrary to the interests of the Appellant - to Purchase and restore a home which could not be resold until the original note had been retired. Additionally, the Appellant had already, prior to this transaction, purchased 4 properties as per the terms needed for his business model to be successful from Respondent and party. The departure from the terms observed time prior was a shock to the Appellant and one can see how easily he was duped into signing such contracts that stripped him of his ability to realize a successful business investment, especially with an attorney hired to additionally**

ensure that his best interests were attended to.

c) **Bond #2, which is a materially altered version of the original, has the description of property purchased - land and house - for 14 Henderson - altered to reflect the platt now on record with Greenville County ROD which was created when the property was re-surveyed in September of 2013. How this escaped Judicial notice is unknown. Bond #2 shows the date of Bond's creation to be July 1st, 2013 however, directly below, on the same page, the document (a July 1st fake copy) has written in it the property description information derived from a survey conducted on September 3, 2013. with the Original Bond For Title of July 1st, 2013 missing, perhaps at this point destroyed, Bond #2 continues to be proffered as the original Bond For Title of July 1st by the Respondent's attorney and the Appellant's attorney as well. Bond #2 reflects the alteration of the description of Property purchased only. The document**

**maintains the right of the buyer to renovate and resell the investment property at will. However obvious as the error in the instruments dating may be with the conflicting dating, the Appellant lacked the acumen to detect the material alterations of the property description by reading - but did detect that the Bond For Title #2 appeared to be in someway formatted differently from the July 1st. Original. This observation by the Appellant is documented in (T2). The creator of Bond #2 is to-date is still unknown.**

**d) Bond #3, created by the Appellant's attorney, Mr. Andy White, is essentially a new document, not an adulterated version of the original. In Bond #3, The Appellant's attorney introduced restrictions in the contract much to the detriment of the Appellant and contrary to the Appellant's instructions for the Mortgage to come. Such terms include that the Appellant could not resell the house after its restoration, rent or lease**

**the property to any third party. Occupation of this 1200 sq. Ft. property was to be restricted (input from the Appellant's own attorney, to the buyer and his immediate family only.**

**The purpose/benefit for the purchase of the investment property was arbitrarily removed Mr. White - the Appellant unaware. Bond #3 was never recorded. Only during questioning by the Respondent's attorney, a Mr. C.Richard Stewart, was Bond #3 Introduced as one of the closing documents the Appellant had seen. The Appellant recognized that it did infact reveal his signature - he was ordered by the court to verify such - but vehemently denied ever executing a Bond For Title at the Closing of the mortgage ( why would he? Why did this not Warrant judicial notice?) It is believed by the Appellant that Mr. Stewart was acting fairly in the interests of the Respondent by simply attempting to verify all signatures in the closing Documents purported to be the Appellant's, were in fact, the**

**Appellant's. A copy of this particular executed document was never provided to the Appellant. The Appellant is unaware if there are additional documents he may have (unknowingly) signed at the closing. It is believed by the Appellant that Mr. Stewart was unaware of this fact or the need for its concealment by Mr. White and the Respondent's party. Particularly egregious - this intentional fraudulent act committed by Mr. Andy White, so much to the detriment of his employer, is that Mr. White had worked for the Appellant for almost two years prior and had been involved in other such purchases of investment properties with the appellant. It is obvious that Mr. White had, or had reason to have, a lucid understanding of the Appellant's needs in regard to purchase terms, particularly as he had previously assisted in the purchase of almost identical investment properties by the appellant, all executed in a manner very much to the Appellant's satisfaction. The Appellant's trust and**

confidence in Mr. White was complete. Being illiterate, the Appellant relied greatly on Mr. White's advice, and honesty - his word was his bond. The replacement of the Bond For Title held by the Appellant to a mortgage and note conveyance was due to the recommendation of the Appellant's attorney to do so. Solely upon Mr. White's unquestioned advice.

e) The Mortgage and promissory note was authored by Mr. White.

Interestingly, the terms of Bond #3, for the most part, match those of the mortgage later executed. Two additional provisions were introduced in Bond #3 by Mr. White. The Appellant's attorney - supposedly a Due On Sale clause, which cannot be found. Additionally, in perhaps a pre-emptive move, Mr. White included an additional condition whereby the Appellant waived his constitutional rights to trial by jury - perhaps in knowing the mettle of his client, he was well sure that

**when all machinations were revealed, litigation was sure to ensue. It did.**

**f) It is the expressed opinion of the Appellant that the Respondent (of record) Mrs. Elliott was possibly uninformed to many of the nefarious activities documented in the instruments of conveyance, in (T1), (T2) and others. The Appellant was shocked to find after his having been eviscerated in the audience of the court by the trier of facts at the end of the second proceeding, as Mr. White had been called to the stand and information possibly unknown to the Respondent had been revealed, of her own volition, and sans hesitation, the Respondent summarily waived the deficiency judgement which as (T2) will attest to, was hers for the asking. As is revealed in (T2), Mrs. Pittman, mentioned above, appears to actually direct and conduct the Respondent's real estate transactions - signing for the Respondent when needed by right**

**of the Power Of Attorney she holds for Mrs. Elliott.**

**g) It is also the expressed opinion that the Plaintiffs Attorney of Record, a Mr. Richard Stewart, seems to be uninformed - left of the loop per say - regarding many of the most questionable transactions and documents to have been introduced regarding the purchase of 14 Henderson. Having copies of 14 Henderson's closing documents during questioning as documented in (T2), it was Mr. Stewart who revealed to the Appellant that the mysterious Bond #3 was the same new creation which had been accidentally been found in the appellant's email only months prior to the hearings, and as stated above, had been signed by the Appellant during the closing - without the Appellant's knowledge of having done so. The unsigned copy of the Bond #3 included with this motion is a copy recovered from the Appellant's email.**

**h) Through Mr. White's testimony documented in (T2), he**

**contends under oath, a number of times, that there is no Bond #3, and that he never produced such a document or was paid to do so. The court affirmed Mr. White's assertions as true, contrary to the inquiry of the Appellant and the Appellant's question as to if Mr. White could provide copies of all his firm's billing for this transaction - the court intervened and ordered the line of questioning, questioning the veracity of Mr. White's claims be halted immediately and that the Appellant move on to Inquiry regarding "relevant" facts of the case.**

**i) In (T2) Mr. White states definitively that he never received any form of compensation for services rendered to the Respondent - Mrs. Elliott. In following his testimony - it is most evident that he dealt almost exclusively with Mrs. Pittman for most of the 14 Henderson related work.**

**j) In consideration of court conduct, and performance as per established protocols, the Appellant applauds the court's**

**discipline and exemplary due diligence in its handling of evidence submitted for the record as is detailed in (T1), It could not have been conducted in a more professional manner. The same can be said for the court's administration of exhibits In the second proceeding as well as recorded in (T2). However, without explanation, any perceivable reasoning, said perfection In administration of evidence submitted for the record is suddenly - and most abruptly - abandoned shortly after the beginning of the second proceeding and from such point forward, there is all but no perceptible logic of method to the madness of how or when evidence is introduced - or even what evidence was actually entered into record. This such aberrative breach of protocol - behavior - begins approximately at the time that Mr. White takes the stand and conversations Regarding mysterious and multiple Bonds For Title are commenced in earnest.**

**k) Mr. Andy White, the Appellant's attorney, was asked by the Appellant that as Mr. White had executed an agreement called Termination of Bond For Title at the closing, could he thus provide to the court a copy of the of the Bond For Title that was Terminated. In response, Mr. White affirmed that he could. Summarily he asked a colleague from his firm to provide copies of said Bond For Title to the court which would of course be the July 1st, 2013 - original version. His colleague asked permission to approach the bench and with the permission of the court, distributed copies of the alleged cancelled Bond For Title contract to all appropriate persons, beginning with the court. The copy distributed, the copy passed to the Appellant was a copy of Bond #2. Upon inspection, the Appellant questioned if that this was infact the subject bond based simply on his memory of the original bond's appearance. The Appellant**

cannot read English. In fact, included with this motion is a copy of Bond #2 that Mr. White testified under oath that he had Cancelled in order that the mortgage could be processed. Here it is impossible for the Appellant to reconcile in any other way that it is apparent that Mr. White had perjured himself. Bond #2 was never registered with the Rod - nor was Bond #3.

l) According to the accounting, as best as it can be traced, regarding evidence admitted to the record, this Bond #2 would have been Plaintiff's #4 and Defendant's #4.

m) Subsequent to the dialogues regarding Bond #2, Duplicate evidence was introduced by the Appellant - we shall refer to it as P1/P2 - it was a duplicate of Plaintiff's #2 entered - and documented as such in (T2) by comment of the court. The related proceedings and contextual dialogue - which would have surrounded its entry into evidence does not exist in the recordation (T2). P1/P2 had simple markings and highlighting on

**It but was a copy of the Termination Of Bond For Title contract.**

**It should have been entered into evidence as Plaintiff's #5 and**

**also Defendant's #5. Again, the original Termination Of Bond**

**for Title contract had been recorded as Plaintiff's #2 for**

**December 15 by the court reporter as the court later - post entry,**

**specifically called it out as such. Plaintiff's #1 for December 15**

**was a copy of the Appellant's first response to the civil action.**

**It was entered into evidence in the same manner as the**

**evidence documented in (T1) - November 4th hearing.**

**n) Back to P1/P2 - which would have been recorded as Defendants**

**#5, under examination and presented with the P1/P2 document**

**by the Appellant, Mr. White asked the court if he could refer to**

**the Document (P1/P2) by its exhibit number. The Court agreed**

**And Mr. White was informed by the court reporter that what he**

**had in hand, P1/P2, was infact Defendant's #5.**

**o)To recap - as the confusion sets in..... from the first proceeding,**

**there was entered a Plaintiff's #1,2,3,4 which is uncontested by the Appellant. In the second proceeding, recorded in (T2), There is a Plaintiff's #1 which was entered per protocol and a Plaintiff's #2 which was entered - referenced by the court only as there is no recording of Plaintiff's #2 entry in the (T2). P1/P2 was Defendant's 5 and confirmed by court reporter to be Defendant's #5 when Mr. White asked for the Exhibit Number, it is also documented to be Plaintiff's #5 at present in the final exhibit summary at the end of (T2). The Appellant does not contest the accuracy of this information. Given that Bond #2 was introduced by a colleague of Mr. White's (who had asked permission to approach the bench and had distributed the requisite copies of Bond #2 to all parties as needed), logic reasons that this would have been entered as Defendant's #4 as well as Plaintiff #4. The logic of the numbering of the Respondent's attorney, Mr. Stewart was showing the Appellant**

**copies of the closing documents and thus revealing Bond #3, a copy of Bond #3 would thus, perhaps have been entered as Plaintiff's #3 - which is consistent with Mr. Stewart's court conduct observed to-date. As it was discussed at length to the point that the judge ordered the Appellant to confirm if the signature on the Bond For Title (#3) was infact the Appellant's or not. That he had unknowingly signed a third Bond For Title during the closing, it would have, or should have been considered to be key evidence.**

**p) And hence from the alpha - we arrive at to the omega. The beginning of this motion asked for a copy of all documents, which should have been made available to the Appellant be provided, and a complete accounting of all key evidence, i.e. we know the Appellant testified that he did not receive a copy of the Signed Bond #3. However, it is unknown still what other documents the Appellant did not receive copies of.**

**Also, as for an explanation for the need for Bond #2 and Bond #3 to be included in the record, read closely - as it is explained above, Bond #2 and Bond #3, the most essential evidence for the Appellant should have been included and it is believed by the Appellant, although not documented in (T2), they were in fact Entered and removed. Inspection of the exhibits of record documented in (T2), revealed is that there exists only a Plaintiff's #1, Plaintiff's #2, and a Plaintiff's #5 from the December 15th proceeding. No Plaintiff's #3 or Plaintiff's #4. Inspection of (T2) also reveals as for Defendant's #4, which logically should have been Bond #2, the materially altered Bond For Title introduced by Mr. White, (T2) has what the court Reporter had earlier verified for the court as Defendants #5, a copy of P1/P2, is now the document listed as Defendant's #4. There is no longer a Defendant's #5 exhibit documented in (T2) - as had been attested to by the court reporter herself.**

**q) The two Bonds For Title, Bond #2 and Bond #3, regardless of  
Their importance - are not included in the list of exhibits.**

**Why there is a Plaintiff's 1,2.....5, only and why there was a there**

**Is only a defendant's 1,2,3,4, and no #5 on record in (T2) is**

**A question not for the Appellant to conjecture. It is however a**

**question that begs for an answer - why Bond #2 and Bond #3**

**are not exhibits included as evidence and also if they had been**

**and were deleted.?**

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**With The Appellate Court now with Bond #2 and Bond #3 in hand,**

**And a much more lucid picture than the transcripts alone could**

**provide, can these crucial and decisively adjudicative pieces of**

**evidence be entered into the record? The mystery of late**

**evidence introduction (Plaintiff's #2 in (T2)), and the missing**

**contextual dialogues surrounding these controversial pieces of**

**evidence are also of great importance for the truth and all the**

**truth to be revealed. In summary - this is The Appellant's  
request - The rest of the documentation of the truth.**

**Thank you for your consideration of the Appellant's special and vital  
request. The Appellant holds in trust and with hope that the court  
will find the request and arguments made in support for this motion to  
be considered as grounded in logic, reason, and to be Merited.**



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**Date: 4-21-2016**

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