

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM RICHLAND COUNTY CIRCUIT COURT
Joseph M. Strickland, Master-In-Equity

Appellate Case No.: 2016-000678

RECEIVED

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SC Court of Appeals

Deutsche Bank National Trust Company, as Trustee for Soundview Home Loan Trust 2006-1,
Asset-Backed Certificates, Series 2006-1,

Respondent,

v.

Helen V. Thomas; Darrel A. Thomas; Robert Lee Hutchinson; Nancy Lee Hutchinson;
Briarwood Association; Sonja Michelle Furtick,

Defendants,

Of whom, Helen V. Thomas is the Appellant.

MOTION TO DISMISS APPEAL

Chad W. Burgess, Esq.
Brock & Scott, PLLC
3800 Fernandina Road, Suite 110
Columbia, South Carolina 29210
(803) 454-3540
Attorney for Respondent

Helen V. Thomas
3002 Knightbridge Road
Columbia, South Carolina 29223
Pro Se Appellant

PLEASE TAKE NOTICE that the Respondent, Deutsche Bank National Trust Company, as Trustee for Soundview Home Loan Trust 2006-1, Asset-Backed Certificates, Series 2006-1, ("Respondent") by and through its undersigned attorney, will move before this Court for an Order dismissing the instant appeal pursuant to South Carolina Appellate Court Rules 269 and 260 on

the grounds that the Appeal is frivolous and taken solely for the purposes of delay, raises issues not properly preserved for appeal, and that the appellant did not follow proper procedure regarding her initial brief.

Respectfully submitted,

Brock and Scott, PLLC
3800 Fernandina Road, Suite 110
Columbia, South Carolina 29210
Telephone: (803) 454-3540


Chad Burgess
Attorney for the Respondent

Dated: July 7, 2016
Columbia, South Carolina

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM RICHLAND COUNTY CIRCUIT COURT
Joseph M. Strickland, Master-In-Equity

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Deutsche Bank National Trust Company, as Trustee for Soundview Home Loan Trust 2006-1,
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Respondent,

v.

Helen V. Thomas; Darrel A. Thomas; Robert Lee Hutchinson; Nancy Lee Hutchinson;
Briarwood Association; Sonja Michelle Furtick,

Defendants,

Of whom, Helen V. Thomas is the Appellant.

STATEMENT OF THE FACTS AND MEMORANDUM IN SUPPORT OF RESPONDENT'S
MOTION TO DISMISS APPEAL

Chad W. Burgess, Esq.
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3800 Fernandina Road, Suite 110
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Attorney for Respondent

Helen V. Thomas
3002 Knightbridge Road
Columbia, South Carolina 29223
Pro Se Appellant

The instant action is one for foreclosure of property located in Richland County, South Carolina. The subject mortgage loan is held by Respondent. Ocwen Loan Servicing, LLC, is the loan's servicing agent for Respondent. Respondent's complaint was filed on January 3, 2012. Appellant, along with Co-Defendant, Darrell Antonio Thomas, filed an answer on January 19, 2012 (See Exhibit "1") which makes a nonsensical assertion that the subject loan was paid in full through a "registered bond" paid through the United States Department of Treasury. Attached to Appellant's answer were documents Appellant and Co-Defendant, Darrell Antonio Thomas, had recorded at the Richland County Register of Deed's Office which purport to be legal notices and demands. Appellant's answer and accompanying documents are typical of a the "sovereign citizen" filings submitted in similar cases and situations based on their plain language.

For the purposes of the instant motion, the term sovereign citizen is used colloquially to refer to individuals who are members of or involved with one of a number of loosely associated and diverse groups with varying belief systems that are generally anti-government or anti-authority. Sovereign citizens filings like Appellants' are generally interposed for the illegitimate purposes of delaying or denying the institution of justice in both criminal and civil matters. Such pleadings are often voluminous and contain complex and incoherent legal theories that, while containing legal jargon or legitimate sounding phrases, are not based in any cognizable legal theory or procedure. In short, sovereign citizen pleadings are subset of shotgun pleadings used as blatant delay tactics so as to prevent a mortgage holder from exercising its rights. Throughout the duration of this litigation, Appellant has engaged in the filing of sovereign citizens' type pleadings beyond her answer and accompanying documents.

On October 2, 2014, Respondent filed a motion to strike and for sanctions pursuant to Rule 12(f) of the SCRCF asserting that Appellant's answer was a frivolous filing made up entirely of redundant, immaterial, impertinent, and/or scandalous matters. The case was referred to The Honorable Joseph M. Strickland, as Master in Equity for Richland County by order of reference filed November 4, 2014. A hearing on Respondent's motion to strike was scheduled for January 15, 2015. On January 2, 2015, Appellant filed further sovereign citizens type pleadings in the form of a Notice of Removal and "Notice of Entry of Third Party Intervention" (See Exhibit "2") seeking to remove the case to the jurisdiction of United States District Court for the District of South Carolina. On January 16, 2015, The Honorable Shiva V. Hodges, United States Magistrate Court Judge, issued a report and recommendation whereby she recommended that the case be

remanded to the State Court based upon the United States District Court lacking jurisdiction. See Exhibit “3”. On February 3, 2015, The Honorable Cameron McGowan Currie issued an order adopting the report and recommendation and remanding the case to the State Court. See Exhibit “3”.

Upon remand, Appellant submitted further sovereign citizens type documents related to discovery. See Exhibits “4” and “5”. Counsel for Respondent construed Appellant’s filings related to discovery liberally and timely issued responses to same. On April 15, 2015, Respondent filed a Motion for Summary Judgment as to all issues related to its foreclosure action. Appellant responded with further sovereign citizens type filings including an objection to Respondent’s Motion for Summary Judgment and a Motion to Dismiss. See Exhibit “6”. The first sentence of Appellant’s Objection to Respondent’s Motion for Summary Judgment is extremely illustrative of the sovereign citizens’ nature of all of Appellant’s filings. That sentence opens with the phrase, “I, Thomas, Helen Valencia, a living, breathing, self-aware woman is the Executor, Beneficiary and Grantor of the TRUST (HELEN VALENCIA THOMAS)”, which is a hallmark statement commonly found in sovereign citizens’ pleadings. Appellant’s objection and other filings also make reference to HELEN VALENCIA THOMAS (Corporate Person), another hallmark sign that the filing is not legitimate.

The Master in Equity denied Appellant’s Motion to Dismiss the foreclosure action on April 28, 2015. On May 1, 2015, Appellant made further filings including a document titled “Judicial Notice” in the same nature as her previous filings. See Exhibit “7”. On September 8, 2015, Appellant filed a second Motion to Dismiss which was denied by the Master in Equity on September 23, 2015. See Exhibit “8”. Appellant filed a Motion to Reconsider Motion to Dismiss on September 29, 2015. See Exhibit “9”. On December 16, 2015, submitted correspondence to the Master in Equity where she continued to reference herself as a “Corporate Person.” See Exhibit “10”.

A hearing regarding all pending motions, including Respondent’s Motion for Summary Judgment and Appellant’s Motion to Reconsider the denial of her second Motion to Dismiss, was held on February 23, 2016. Respondent submitted nineteen (19) exhibits including copies of the subject Note, Mortgage, Assignments, Loan Modification, Affidavits regarding the amount and measure of Respondent’s damages, and various filings of Appellant. Appellant submitted one exhibit and called one witness, Ronald Allen Wright, to testify at the hearing. See “Exhibit 11”.

Ronald Wright's testimony was set forth similar sovereign citizen type theories as those found in other filings of Appellant.

A brief discussion of facts regarding Appellant's witness at the hearing, Ronald Wright, is merited in this motion. Mr. Wright is an individual that has become known to counsel for Respondent for his involvement in several foreclosure actions in counties throughout South Carolina. A non-inclusive list of other cases that counsel for Respondent has discovered that Ronald Wright has been involved in is as follows:

1. Wells Fargo Bank v. Latisa Cunningham, et al., Dorchester County, SC Civil Action No. 2013-CP-18-00519, Appellate Case No. 2015-001211 and 2016-000704.
2. Bank of America, N.A. v. James W. Wright, et al., Orangeburg County, SC Civil Action No. 2012-CP-38-00962, Appellate Case No. 2015-001596.
3. Deutsche Bank National Association, as Trustee v. Louise Legare-Gardner, et al., Jasper County, SC Civil Action No. 2015-CP-27-00524.
4. Deutsche Bank National Association, as Trustee v. Eugene Elmore, et al., Berkeley County, SC Civil Action No. 2011-CP-08-02434.
5. Bank of America, N.A. v. Elois C. Baxter, et al., Richland County, SC Civil Action No. 2016-CP-40-01620.
6. Ocwen Loan Servicing, LLC v. Zena McPherson, et al., Berkeley County, SC Civil Action No.: 2015-CP-08-02158.

Sham and shotgun sovereign citizen pleadings, similar, if not identical to those filed in the instant action, have been filed in each of those actions.

Following the hearing, the Master in Equity issued orders denying Appellant's Motion to Reconsider and granting Respondent's Motion for Summary Judgment. See Exhibits "12" and "13". This appeal followed.

However, Appellants sovereign citizen pleadings and delay tactics are not limited to the instant action. In addition to Appellant's meritless appeal filed on March 24, 2016, Appellant also filed a fraudulent UCC-1 Financing Statement with the South Carolina Secretary of State's office which purports to constitute a \$1,000,000.00 lien against counsel for Respondent's bar license. Appellant has also submitted an unfounded South Carolina Bar complaint against counsel for Respondent. The Office of Disciplinary Counsel conducted an investigation into the matter and determined that there was no misconduct by counsel for Respondent and further investigation

would not likely reveal any misconduct. The Office of Disciplinary Counsel notified Appellant of their decision to close the investigation and Appellant has requested a panel review of the decision to dismiss the Bar Complaint. Counsel for Respondent has issued a response to Appellant's request and maintains that there has been no attorney misconduct regarding this action. The UCC-1 filing and Bar Complaint against Respondent's counsel are prime examples of the length to which sovereign citizens will go in order to thwart justice and prevent mortgage holders from exercising their contractual rights.

If all of Appellant's assertions were to be liberally construed so as to construct a legally cognizable issue for her, the only potential issue that be raised by her appeal would be an assertion that Respondent lacked standing to bring the instant foreclosure. This is an issue upon which Appellant cannot prevail. As was presented and **unchallenged** at the hearing on Respondent's Motion for Summary Judgment, Respondent is the holder of the Note and mortgage and thusly has standing to bring the instant action pursuant. On its face, the Note is a negotiable instrument as defined in S.C. Code Ann. §36-3-104. Respondent is the holder of the Note as defined in S.C. Code Ann. § 36-1-201 (b)(21)(A), formerly S.C. Code Ann. §36-1-201(20) as they are in possession of the negotiable instrument and it is indorsed to them. As the holder of the Note, Plaintiff is a "person entitled to enforce" the Note pursuant to S.C. Code Ann. § 36-3-301 as a matter of law. The full chain of assignments of the subject Mortgage with the last assignment being into the Plaintiff were presented as a part of Respondent's Motion for Summary Judgment.

It is fundamental under South Carolina contract law that parties with no connection to a contract do not have standing to challenge the contract. *See Windsor Green Owners Ass'n, Inc. v. Allied Signal, Inc.*, 362 S.C. 12 ,17, 605 S.E.2d 750, 752 (Ct. App. 2004) ("Generally one not in privity of contract with another cannot maintain an action against him in breach of contract, and any damage resulting from the breach of a contract between the defendant and a third party is not, as such, recoverable by the plaintiff"). Only intended beneficiaries, not incidental or consequential beneficiaries, can enforce a contract. *Goode v. St. Stephens Methodist Church*, 329 S.C. 433, 445, 494 S.E.2d 827, 833 (Ct. App. 1997). South Carolina courts, when applying these basic contract principles, have held that a nonparty to a mortgage assignment lacks standing to challenge it. *See, e.g. In re McFadden*, 471 B.R. 136, 161 (Bankr.D.S.C. 2012) ("Courts addressing the standing of a borrower to object to the validity of assignments of his loan have found that a borrower lacks standing to attack assignments due to his status as a third party"); *Reese v. U.S. Bank Nat'l Ass'n*,

No. 11-2990, 2012 WL 1952819, at 3 (D.S.C. Apr. 30, 2012) (reasoning that the Plaintiff is only a party to the Mortgage and, because the Assignment is a separate contract to which Plaintiff is not a party, she cannot question its validity). Appellant's filings appear to indicate her belief that the loan's servicer, Ocwen Loan Servicing, LLC, should have been the plaintiff in the foreclosure action. The South Carolina Court of Appeals has held that a loan's servicer would have an interest in the subject loan so as to assert standing and enforce the mortgage in a foreclosure action by virtue of their handling the day to day activities regarding the mortgage loan. Bank of America, N.A. v. Draper. 405 S.C. 214, 746 S.E.2d 478 (Ct. App. 2013). Ocwen's standing to foreclose aside, the Draper decision did not limit in any way the standing of a holder of a Note secured by a Mortgage on real property like Respondent from bringing a foreclosure action to enforce the loan documents. As such, Appellant's assertions regarding Ocwen Loan Servicing, LLC could not possibly be a legally cognizable issue because the instant action could have been brought in the name of the holder or servicer of the loan and standing would be proper. Most importantly, throughout this tenuous litigation process, Appellant has not challenged that she entered into the underlying mortgage loan or the subsequent loan modification. She has also not challenged her default in failing to make the payments due and owing on the loan from February 1, 2009. Therefore, there is no question nor challenge that Respondent is entitled to exercise its contractual rights as the mortgage holder. This frivolous litigation should be dismissed on its face.

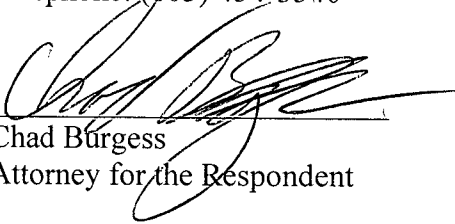
CONCLUSION

Based upon the foregoing, it is clear that Appellant's appeal is utterly meritless and submitted for the purposes of delaying the completion of the foreclosure action. Even when taken at the light most deferential to Appellant, no cognizable legal issues arise. As such, Respondent respectfully requests that the instant appeal be dismissed.

[SIGNATURE PAGE TO FOLLOW]

Respectfully submitted,

Brock and Scott, PLLC
3800 Fernandina Road, Suite 110
Columbia, South Carolina 29210
Telephone: (803) 454-3540



Chad Burgess
Attorney for the Respondent

Dated: July 7, 2016
Columbia, South Carolina

EXHIBIT 1

Appellant's answer and
attachments

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF RICHLAND

DOCKET NO.2012CP4000009

Darrel A. & Helen V. Thomas

Defendant(s)

ANSWER

(LOAN PAID IN FULL TO :LITTON LOAN SERVICING LP)
(JURY TRAIL)

v.
Deutsche Bank National Trust Company, as
Trustee for Soundview Home Loan Trust 2006-1,
Asset-Backed Certificates, Series 2006-1,
Plaintiff

(006851-00529)

Defendant(s) Darrel A. & Helen V. Thomas alleges:

1.All that certain, piece, parcel or lot of land, together with improvements thereon, situated lying and being in the County of Richland, State of South Carolina, being shown and designated as Lot 1A, a Portion of Lot 28, Block H, on a plat of a revision of Lots 1 and 28, Block H, Briarwood Subdivision, prepared by William Wingfield, dated November 17, 1970, and recorded in the Office of the Register of Deeds for Richland County in Plat Book 39 at Page 714. Being more specifically shown and delineated on a plat prepared for Robert L. Hutchinson and Nancy L. Hutchinson by Cox and Dinkins, Inc., dated July 29, 1991, and recorded in the Office of the Register of Deeds for Richland County in Plat Book 54 at Page 8878. Reference to said latter plat is made for a more complete and accurate description. Be all measurements a little more or less. This being the same property conveyed to us Darrel A. Thomas and Helen V. Thomas by Deed of Robert Lee Hutchinson and Nancy Lee Hutchinson dated November 10, 2005 and recorded November 16, 2005 in Book R1121 at Page 2953 in the Office of the Register of Deeds for Richland County.

Property Address : 3002 Knightbridge Rd.
Columbia, S.C. 29223

TMS# R19907-05-05

2. There was a REGISTERED BOND PAID TO THE ORDER OF Litton Loan Servicing in the amount of Two Hundred and Twenty Five Thousand Two Hundred and Forty Four United States Dollars. For Credit To: Litton Loan Servicing, for HELEN V WASHINGTON THOMAS Acct #18122515 \$225,244.00, plus interest, penalties, and extra fees. For the benefit of HELEN V WASHINGTON THOMAS on 03/21/2010

3. Routing Through : DTC ROUTING NUMBER – 0610-0014-6,
DTC ACCOUNT NUMBER – 029726615,
c/o SECRETARY OF THE TREASURY, TIMOTHY F. GEITHNER

4. There was a PRE-OFFSET NOTICE FOR BALANCED BOOK ADJUSTMENT SENT ALONG WITH THIS AS WELL
The enclosed Statue Staple Security Instruments were rendered to them for the purpose of balanced book adjustment as legal tender to lower and reduce the United States national debt. We also let them know we understood the complexity of following the procedure. The "Code" is effectively in place to save and protect the monetary system of this country. If and when non-accreditation occurs, the economy and monetary system of the country will certainly collapse. This was the complexity and importance of honoring this procedure.

5. USC TITLE 12, CHAPTER 2- NATIONAL BANKS- Authorizes the procedure. If you don't understand this procedure please research the US Code, for clarity or seek competent legal counsel. You should understand that in the Title 12 USC section 371b-2(c), the code defines "Exposure" to include all extensions of credit regardless of name and description. This procedure is intended for all of the people of the United States. Non-accreditation will result in a serious error and injury against Internal Revenue Service, and the Principal Secured Party Creditor. This adjustment may be completed by MR. TIMOTHY F. GEITHNER, Secretary of the US Treasury, who is my legally appointed fiduciary agent, or my designee as Fiduciary on the attached IRS Form 56. All Documentation was enclosed to them. As you

SCANNED

are well aware , lawful money no longer exists in our economic system. This was replaced by Federal Reserve "Notes", which are in effect ,promissory notes. This procedure to allow offset of debt is the proper legal remedy that has been provided for us to discharge debt, since the money was removed by the U.S. Corporate Government. This procedure was use to offset any bills that I present by balanced book adjustment, settlement in full, discharge of all presentments.

6.All of the PROPER DOCUMENTS WAS SENT TO LITTON LOAN SERVICING 26MARCH 2010
AFFIDAVIT OF NOTARY PRESENTMENT, PRE-OFFSET NOTICE FOR BALANCED BOOK
ADJUSTMENT,REGISTERED

BONDED PROMISSORY NOTE- BOND NO.RR26723942OUS, STATEMENT OF ACCOUNT (STAMPED
AND ACCEPTED FOR VALUE ON FRONT AND BACK), IRS FORM1040V (STAMPED AND ACCEPTED FOR VALUE ON
BACK), IRS FORM56

7. ON PAYOFF STATEMENT IT SAID PLEASE MAKE REMITTANCES PAYABLE TO: LITTON LOAN
SERVICING AND THAT'S WHAT WE DID; AS OF APRIL 2010 LITTON LOAN SERVICING NEVER RETURNED THE BOND
TO US SAYING THAT THE US TREASURY SENT OUR BOND BACK TO THEM NSF.

8. WE GAVE THEM ALL THE INSTRUCTIONS TO HOW TO GET THEIR MONEY.

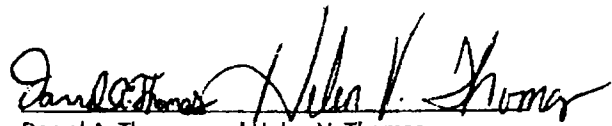
9. WE DON'T FIND IT FAIR THAT THESE OTHER COMPANIES COMING UP CLAIMING THEY HAVE
RIGHTS TO OUR PROPERTY TO TRY AND GET AWAY WITH FORECLOSURE. (GREED)

10. WE DON'T KNOW WHAT KIND OF SCAM THEY ARE DOING BUT THEY WILL NOT HAVE OUR
PROPRTY.WE HAVE BEEN THROUGH A LONG BATTLE AND EXPENSIVE PROCESS TO HAVE THE ACCESS TO BEING
ABLE TO USE OUR BONDS TO DISCHARGE OUR DEBTS. WE'VE FILED ALL OUR LEGAL DOCUMENTS IN THE COURTS
,AGENCIES,US TREASURY ,ETC. NOT ONE TIME DID ANY OF THESE AGENCIES SAY THAT WE WERE DOING ANYTHING
THAT WASN'T ACCORDING TO LAW.

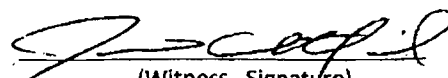
11. IF THESE WORKERS DON'T KNOW THEIR JOBS WITH THESE COMPANIES THEY SHOULDN'T
ACCEPT THE JOB.THEY MUST LEARN AND KNOW THE LAWS OF THE LAND.STOP TAKING PEOPLE BELONGINGS AND
TRYING TO MAKE THEM WRONG.

12. WE HAVE ALL OUR COPIES OF WHERE WE SENT EVERYTHING MENTIONED IN OUR ANSWER TO
LITTON LOAN SERVICING DOWN TO OUR LEGAL NOTICE AND DEMAND WHICH SOME FIND A JOKE OR AS SOME
HAVE SAID NOT REAL LAW;BUT IF THEY DON'T KNOW IT'S FILED IN THE COURTS WE TAKE THAT SERIOUS.WE'VE
STAYED IN THE LAW LIBRARY LATE PLENTY OF NIGHTS STUDYING WHAT WE HAVE.

WHEREFORE, having fully set forth its Answer ,Defendants Darrel A . Thomas and Helen V.
Thomas prays that this Honorable Court inquire into the matters as set forth herein and :(1) don't let these
unknown Mortgage Companies or their appointed counsel do any foreclosing on a family home that has already
been paid in full with the proper and legal way of paying off a debt. It's just like taking a cashiers check, personal
check, money order or any form of payment to the bank until that's done and it comes back cashed or NSF who are
we to judge or say that this is not OFFICIAL . DON'T HOLD US ACCOUNTABLE WE DID OUR PART AND
PAID(2)PLEASE WE ASK OF YOU TO MAKE THIS BANK LITTON LOAN SERVICING TO GIVE US OUR TITLE OF
OWNERSHIP BY WAY OF SATISFIED DEBT OR BY WAY OF LOSS OF DEBT SO WE MAY RECORD IT AT THE OFFICE OF
REGISTER OF DEEDS FOR RICHLAND COUNTY SO THAT THESE OTHER BANKS NOR THEIR COUNSELS EVER TRY AND
COME IN ON US AGAIN.(3)MAKE LITTON LOAN SERVICING PAY Robert Lee Hutchinson and Nancy Lee Hutchinson a
sum of a balance of \$20,000 (4) Make Litton Loan Servicing pay Sonja Michelle Furtick \$3,555.00 LITTON LOAN
SERVICING COLLECTED ENOUGH MONEY ON THIS LOAN TO PAY. THANK YOU; WE GREATLY APPRECIATE YOU FOR
UPHOLDING RIGHT.


Darrel A. Thomas and Helen V. Thomas

Property Address: 3002 Knightbridge Rd
Columbia, S.C. 29223
TMS# R19907-05-05


(Witness Signature)

Subscribed and sworn to before me My Commission Expires March 10, 2018
this 18th day January, 2018.

International Registered Private Tracking Number --- RR 768 182 552
UCC1 RECORDED in SOUTH CAROLINA - Secured Transaction Registry Number - 2009-2415200-35



ATTENTION AND WARNING
THIS IS A LEGAL NOTICE AND DEMAND
FIAT JUSTITIA, RUAT COELUM

(Let right be done, though the heavens should fall)

NON WAR POWERS
ACT FLAG

To: All City, County, State, Federal and International Public Officials, by and through
SOUTH CAROLINA SECRETARY OF SOUTH CAROLINA MARK HAMMOND
TAKE NOTICE: IGNORANCE OF THE LAW IS NO EXCUSE.
THIS IS A CONTRACT IN ADMIRALTY JURISDICTION.

Take a moment to read this before you proceed any further.
I do not wish to speak to you under any circumstances excluding federal judicial review.

THIS TITLE IS FOR YOUR PROTECTION!

- (1) I, one Darrel-Antonio: Thomas, Free man, the undersigned, herein request that you present anything that you say to me in writing, signed under penalty of perjury as required by your law as shown in this instrument. **Notice to Agent is Notice to Principal. Notice to Principal is Notice to Agent.** Attachments are included and are part of this contract.
- (2) This Notice is in the nature of a Miranda Warning. Take due heed of its contents. If, for any reason, you do not understand any of these statements or warnings, it is incumbent upon you to summon a superior officer, special prosecutor, federal judge, or other competent legal counsel to immediately explain to you the significance of this presentment as per your duties and obligations in respect to this private, formal, notarized, registered Statute Staple Securities Instrument. As per Title 11 USC 501(a), 502(a), 11 USC 7001, 7013, and Federal Rules of Civil Procedure Sections 8-A, AND 13-A, the claim or presumption that I, Darrel-Antonio: Thomas, am a DEBTOR to the "UNITED STATES" or any of its agencies or sub-corporations is forever rebutted by this contract. This rebuttal is a counterclaim in Admiralty.
- (3) Your Failure to timely do so leaves you in the position of accepting full responsibility for any and all liabilities for monetary damages, as indicated herein, that I incur by any adversely affecting injuries caused by your overt or covert actions, or the actions of any of your fellow public officers and agents in this or any other relevant matters as described herein. You have thirty (30) days, from the date that this document is received by the Clerk of the Public Record, to respond and rebut the presumptions of this contract by submitting to me signed, certified, authenticated documents of the laws that rebut these presumptions point by point, On and For the Record under penalties of the law including perjury. This document will be on file in the public record; and the clerk in charge of the public record is charged to distribute this to any and all responsible parties, i.e., officers of the court, and/or law enforcement officers including local, state, federal, international, multi-jurisdictional, or any and all officers, representatives, contractors, agencies, or any such entity or person that may bring any type of action, whether civil or criminal or other, against me, and whether in this county, state, region, area, country, corporation, federal zone, or in any venue and/or jurisdiction. Your failure to timely rebut the statements and warnings herein constitute your complete, tacit agreement with all statements and warnings contained herein. Your presumptions that I, the undersigned, am a "Corporate Fiction" or "Legal Entity" and under your corporate "UNITED STATES" jurisdiction are now and forever rebutted.
- 4) I, the undersigned, tendering this document, am a Private People of Posterity; a Sovereign Personam Sojourn; by fact; not a 14th amendment citizen or surety within; or subject for; or allegiance to; your corporate "UNITED STATES"; or to any de facto, compact, corporate, commercial states contracting therein; only to the "united States of America," nonetheless carrying with me exclusive, original, sovereign jurisdiction and venue having one supreme court and United States Court of International Trade. This is a matter of public record, tendered by way of certified mail to SOUTH CAROLINA SECRETARY OF STATE. These pages are recorded upon liber records and books in the REGISTRAR OF DEEDS offices

AKA 1070 P00269

including, but not limited to RICHLAND COUNTY, SOUTH CAROLINA.

- (5) I, the undersigned, now tendering this legally binding Legal Notice and Demand in hand am not a surety under your jurisdiction nor a subject under your corporate veil "Color of Law Venue," being acknowledged by silence and acquiescence of MARK HAMMOND, respectfully SOUTH CAROLINA SECRETARY OF STATE, also but not limited to any public officers, agents, contractors, assigns, employees, and subsidiaries of your office, regarding my Legal Notice and Demand tendered by certified mail with liber book number and page affixed.
- (6) **Silence of Corporate Office SECRETARY OF SOUTH CAROLINA** ratifies severances of any nexus or relationship to de facto, corporate, commercial state offices; being fraudulent conveyance by operating under "Color of Authority" upon affiant. Let this be known by the "Good Faith (Oxford) Doctrine" to all men and women. I do not consent to any warrantless searches, or searches that are not compliant with the "Constitution for the united States of America" and/or all of the amendments of the Honorable "Bill of Rights," whether of my dwellings, cars, land craft, watercraft, aircraft, me, mine, current location, property, hotel rooms, apartments, business records, businesses, or my machinery, vehicles, equipment, supplies, computer equipment, buildings, grounds, land in my private possession or control, past, present, and future, now and forevermore, so help me God.
- (7) By this record let it be known that I do not at any time waive any rights or protections, as acknowledged by the aforementioned Constitution and/or Honorable "Bill of Rights," nonetheless, demanding that you protect these as you swore an oath to do so. I accept your lawfully required Oath of Office, bonds of any type, insurance policies, and property of any type for my protection and making whole. Furthermore, should you witness any public officers at this time, or any time past, present, or future violating any of my rights or protections, it is your sworn duty (of oath) to immediately arrest, or have them arrested. You are legally required to charge them as you should any law breaker, regardless of officer's title, rank, uniform, cloak, badge, position, stature, or office; or you shall henceforth be accountable for monetary damages from, but not limited to, your monetary liability, your corporate bond, your law-required private bond, compensatory costs, punitive procurements, and sanctioned-by-attorney attributions.
- (8) **Note:** A true and correct, notarized copy of this **Statute Staple Securities Instrument** is safely deposited in the REGISTRAR OF DEEDS office in RICHLAND COUNTY, SOUTH CAROLINA. It is my policy to present this document to any officer, agent, or representative that has any interaction with me. I have a lawful right to travel, by whatever means, via land, sea, or air, without any officer, agent, employee, attorney, or judge willfully causing adverse affects or damages upon me by an arrest, detainment, restraint, or deprivation. I will be granted the status and treatment of a foreign Sovereign, a foreign diplomat, by all customs' officials. This document or the deposited copy becomes an evidentiary document certified herein, as if now fully reproduced, should any court action be taken upon me as caused by your acts under color of law with you, your officers, and employees. **Take note:** You are now monetarily liable in your personal and corporate capacity. I, Darrel-Antonio: Thomas, Free man, the undersigned, a Sovereign, notwithstanding anything contrary, abide by all laws in accordance with the aforementioned Constitution and Honorable "Bill of Rights" which are applicable to Sovereigns. I, Darrel-Antonio: Thomas, wish no harm to any man. You agree by your non-response to uphold my "Right to Travel"; or you must rebut my presumption by lawfully documented, evidence in law On and For the Record, Under Oath and penalty of perjury, within the thirty (30) days as aforementioned in this Admiralty Contract.
- (9) **BE WARNED, NOTICED, AND ADVISED** that I rely upon, in addition to constitutional limits of the "Constitution for the united States of America" and/or the Honorable "Bill of Rights," governmental authority, the rights and protections guaranteed under Uniform Commercial Codes, common equity law, laws of admiralty, and commercial liens and levies pursuant to, but not limited, to Title 42 (Civil Rights), Title 18 U.S.C.A. (Criminal Codes), Title 28 U.S.C.A. (Civil Codes), and additional SOUTH CAROLINA constitution penal codes, in as much as they are in compliance with the aforementioned Constitution and/or "Bill of Rights." There can be no violation of any of these laws unless there is a victim consisting of a natural, flesh and blood man or woman who has been damaged. When there is no victim, there is no crime or law broken. Unless this is rebutted within the time limit contained herein, and the conditions of the rebuttal are met, you, or any representative in any capacity of any agency, government, corporation, or the like, agree to abide by this contract anytime that you interact with me. I, Darrel-Antonio: Thomas, Free man, the undersigned, am of lawful majority age, clear head, and sound mind.
- (10) **Remember**, you took a solemn binding oath to protect and defend the original "Constitution for the united States of America" (1787) adopted circa 1791. Violations of said oath are perjury, being a bad-faith doctrine by constructive treason and immoral dishonor. I accept said Oath of Office that you have sworn to uphold. I declare that any and all presumptions that I am a citizen, subject, resident, participant, legal entity, strawman, fiction, or any such thing, of any and all jurisdictions of the UNITED STATES OR ANY OF ITS SUBDIVISIONS, AGENCIES, ENTITIES, DEPARTMENTS, SUBSIDIARIES are now and forever rebutted. You may rebut my presumptions by submitting certified copies of lawful documents that have been certified by a SOUTH CAROLINA state's attorney while under oath and on the official record and under penalty of perjury and waiving all immunities from prosecution. You have thirty (30) days to rebut my statements as indicated herein; or my statements will stand as true, lawful, and legal in all of your courts and/or hearings.
- (11) This legal and timely notice, declaration, and demand is prima facie evidence of sufficient Notice of Grace. The terms and conditions of this presentment agreement are a quasi-contract under the Uniform Commercial Code and Fair Debt

Collection Practices Act. These terms and conditions are not subject to any or all immunities that you may claim, should you in any way violate my rights or allow violations by others. Your corporate commercial acts against me or mine and your failures to act on behalf of me or mine are ultra vires and injurious by willful and gross negligence.

- (12) The liability is upon you, and/or your respondeat superior, and upon others including any and all local, state, regional, federal, multijurisdictional, international, and/or corporate agencies, and/or persons of the foregoing, involved directly or indirectly with you via any nexus acting with you; and said liability shall be satisfied jointly and/or severally at my discretion. You are sworn to your Oath of Office, and I accept your Oath of Office and your responsibility to uphold the rights of me and mine at all times.

BILLING COSTS ASSESSED WITH LEVIES AND LIENS UPON VIOLATIONS SHALL BE:

- (13) **Unlawful Arrest, Illegal Arrest, or Restraint, or Distrainment, Trespassing/Trespass, without a lawful, correct, and complete 4th amendment warrant:** \$2,000,000.00 (Two Million) lawful US Silver Dollars, per occurrence, per officer, or agent involved.

Excessive Bail, Fraudulent Bond, Cruel and Unusual Punishment, Violation of Right to Speedy Trial, Violation of the Right of Freedom of Speech, Conspiracy, Aiding and Abetting, Racketeering, or Abuse of Authority as per Title 18 U.S.C.A., §241 and §242, or definitions contained herein: \$2,000,000.00 (Two Million) lawful US Silver Dollars, per occurrence, per officer, or agent involved.

Assault or Assault and Battery without Weapon: \$2,000,000.00 (Two Million) lawful US Silver Dollars, per occurrence, per officer, or agent involved.

Assault or Assault and Battery with Weapon: \$3,000,000.00 (Three Million) lawful US Silver Dollars, per occurrence, per officer, or agent involved.

Unfounded Accusations by Officers of the Court, or Unlawful Determination: \$2,000,000.00 (Two Million) lawful US Silver Dollars, per occurrence, per officer, or agent involved.

- (14) **Denial and/or Abuse of Due Process:** \$2,000,000.00 (Two Million) lawful US Silver Dollars, per occurrence, per officer, or agent involved.

Obstruction of Justice: \$2,000,000.00 (Two Million) lawful US Silver Dollars, per occurrence, per officer, or agent involved.

Unlawful Distrainment, Unlawful Detainer, or False Imprisonment: \$5,000,000.00 (Five Million) lawful US Silver Dollars, per day, per occurrence, per officer, or agent involved, plus 18% annual interest.

Reckless Endangerment, Failure to Identify and/or Present Credentials and/or Failure to Charge within 48 (Forty-Eight) Hours after being detained: \$2,000,000.00 (Two Million) lawful US Silver Dollars per occurrence, per officer, or agent involved.

Counterfeiting Statute Staple Securities Instruments: \$2,000,000.00 (Two Million) lawful US Silver Dollars per occurrence, per officer, or agent involved.

- (15) **Unlawful Detention or Incarceration:** \$2,000,000.00 (Two Million) lawful US Silver Dollars, per day, per occurrence, per officer, or agent involved.

Incarceration for Civil or Criminal Contempt of Court without lawful, documented-in-law, and valid reason: \$2,000,000.00 (Two Million) lawful US Silver Dollars per day, per occurrence, per officer, or agent involved.

Disrespect by a Judge or Officer of the Court: \$2,000,000.00 (Two Million) lawful US Silver Dollars per occurrence, per officer, or agent involved.

Threat, Coercion, Deception, or Attempted Deception by any Officer of the Court: \$2,000,000.00 (Two Million) lawful US Silver Dollars per occurrence, per officer, or agent involved.

Unnecessary Restraint: \$2,000,000.00 (Two Million) lawful US Silver Dollars, per occurrence, per officer, or agent involved.

Violation of Rights: \$2,000,000.00 (Two Million) lawful US Silver Dollars, per occurrence, per officer, or agent involved.

Refusal of Lawful Bailment as provided by the aforementioned Constitution and/or Honorable "Bill of Rights":

\$2,000,000.00 (Two Million) lawful US Silver Dollars per day of confinement, to be prorated by the hour as per Trafficant vs. Florida, per occurrence, per officer, per agent involved.

Coercion or Attempted Coercion of the Natural Man or Woman to take responsibility for the Corporate Strawman against the Natural Man or Woman Secured Party's Will: \$2,000,000.00 (Two Million) lawful US Silver Dollars per occurrence, per officer or agent involved.

The Placing of an Unlawful or Improper Lien, Levy, Impoundments, or Garnishment against any funds, bank accounts, savings accounts, retirement funds, investment funds, social security funds, intellectual property, or any other property belonging to the Natural Man or Woman Secured Party by any agency: \$2,000,000.00 (Two Million) lawful US Silver Dollars per occurrence, and \$100,000.00 (One Hundred Thousand) lawful US Silver Dollars per day penalty until liens, levies, impoundments, and/or garnishments are ended and all funds reimbursed, and all property returned in the same condition as it was when taken, with 18% annual interest upon the Secured Party's declared value of property.

Destruction, Deprivation, Concealment, Defacing, Alteration, or Theft, of Property, including buildings, structures, equipment, furniture, fixtures, and supplies belonging to the Natural Man or Woman Secured Party will incur a penalty of total, new replacement costs of property as indicated by Owner and Secured Party, including but not limited to purchase price and labor costs for locating, purchasing, packaging, shipping, handling, transportation, delivery, set up, assembly, installation, tips and fees, permits, replacement of computer information and data, computer hardware and software, computer supplies, office equipment and supplies, or any other legitimate fees and costs associated with total replacement of new items of the same type, like, kind, and/or quality, and quantity as affected items. The list and description of affected property will be provided by the Owner and Secured Party and will be accepted as complete, accurate, and uncontestable by the agency or representative thereof that caused such action. In addition to the aforementioned cost, there will be a \$200,000.00 (Two Hundred Thousand) lawful US Silver Dollars per day penalty until property is restored in full, beginning on the first day after the incident, as provided by this contract.

CAVEAT

- (16) The aforementioned charges are billing costs deriving from, but not limited to, Uniform Commercial Codes and Fair Debt Collection Practices Act and this contract. These charges shall be assessed against persons, governmental bodies, and corporate entities supra, or any combination thereof when they individually and/or collectively violate my natural and/or civil rights as an American by declaration. The aforementioned Constitution and/or the Honorable "Bill of Rights" establishes jurisdiction for you in your normal course of business. All violations against me, the undersigned, will be assessed per occurrence, per officer, representative, or agent of any agency that is involved in any unlawful action against me.
- (17) By your actions, you shall lack recourse for all claims of immunity in any forum. Your officers' knowing consent and admission of perpetrating known acts by your continued enterprise is a violation of my rights. This **Statute Staple Securities Instrument** exhausts all state maritime Article 1 administrative jurisdictions and protects my Article III court remedies including but not limited to Title 42 U.S.C.A., Title 18 U.S.C.A., Title 28 U.S.C.A., and Title 18 U.S.C., § 242.

IGNORANCE OF THE LAW IS NO EXCUSE!

- (18) I, one Darrel-Antonio Thomas, Free man, the undersigned, am the principal; and you are the agent! Fail not to adhere to your oath, lest you be called to answer before one God and one Supreme Court Exclusive Original Jurisdiction, which is the court of first and last resort, not excluding my "Good Faith (Oxford) Doctrine" by my conclusive Honorable "Bill of Rights."
- (19) This **Statute Staple Securities Instrument** is not set forth to threaten, delay, hinder, harass, or obstruct, but to protect guaranteed Rights and Protections assuring that at no time my Unalienable Rights are ever waived or taken from me against my will by threats, duress, coercion, fraud, or without my express written consent of waiver. None of the statements contained herein intend to threaten or cause any type of physical or other harm to anyone. The statements contained herein are to notice any persons, whether real or corporate, of their potential, personal, civil, and criminal liability if and when they violate my Unalienable Rights as protected by the original Constitution of 1787, adopted circa 1791, and/or the Honorable "Bill of Rights." A bona fide duplicate of this paperwork is safely archived with those who testify under oath that it is my standard policy to ALWAYS present this notice to any public or private officer attempting to violate me and my rights. It is noted on the record that by implication of said presentment, this notice has been tendered by way of certified mail to SOUTH CAROLINA SECRETARY OF SOUTH CAROLINA MARK HAMMOND. This is prima facie evidence of your receipt and acceptance of this presentment in both your corporate and individual capacity, jointly and severally for each and all governmental, political, and corporate bodies. Any other individuals who have been, are, or hereafter become involved in the instant actions or any future actions against me shall only correspond to me in writing while signing under penalty of perjury pursuant but not limited to Title 28 U.S.C.A. § 1746. This document is now on

BK 11070 PG 0272

record in the REGISTRAR OF DEEDS office in RICHLAND COUNTY, SOUTH CAROLINA, supra.

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SUMMATION

- (20) Should you move against me in defiance of this presentment, there is no immunity from prosecution available to you or to any of your fellow public officers, officials of government, judges, magistrates, district attorneys, clerks, or any other persons who become involved in the instant actions, or any future actions, against me by way of aiding and abetting. Take due heed and govern yourself accordingly. Any or all documents tendered to me, lacking bona fide wet ink signatures or dates per title 18 U.S.C.A. § 513-514, are counterfeit security instruments causing you to be liable in your corporate and individual capacity by fraudulent conveyance now and forevermore. If and when you cause any injury and/or damages to the Natural Man or Woman Secured Party by violating any of the rights, civil rights, privileges, or any terms herein, you agree to voluntarily, with no reservation of rights and defenses, at the written request of the Natural Man or Woman Secured Party, surrender, including but not limited to, any and all bonds, public and/or corporate insurance policies, and CAFR funds as needed to satisfy any and all claims as filed against you by the Natural Man or Woman Secured Party. This applies to any and all agents, or representatives, individually and severally, of the "UNITED STATES" or any of the subdivisions thereof, as described herein.

NOTICE TO AGENT IS NOTICE TO PRINCIPAL AND NOTICE TO PRINCIPAL IS NOTICE TO AGENT

- (21) This document cannot be retracted by any employee, agent, representative, or officer of the court, or any individuals, excluding the Natural Man or Woman Secured Party on this registered document, for one hundred years from the date on this legally binding Statute Staple Securities Instrument.

Attention: All Agents, Representatives, Officers, and/or such, of the "UNITED STATES" or its subdivisions including local, state, federal, and/or international or multinational governments, corporations, agencies, and the like: You have thirty (30) days to rebut any portion of this document, or you stand in total agreement. Non response is agreement. Partial response is agreement. Rebuttal must be in written form with legal/lawful, verified, certified documentation in law, with copies of said law enclosed. This documentation must be provided under penalty of perjury. Notice to Agent is Notice to Principal. Notice to Principal is Notice to Agent. Ignorance of the law is no excuse.

- (22) All other corporations including but not limited to telephone companies, cable companies, utility companies, contractors, builders, maintenance personnel, investors, journeymen, inspectors, law enforcement officers, officers of the court, manufacturers, wholesalers, retailers, and all others, including all persons, are bound by all paragraphs, terms, and conditions herein regardless of nature of limited liability corporations or affiliations as "D/B/As," "A.K.A.s," incorporations, or any types of businesses in commerce as deeded by this securities agreement and decree.
- (23) YOU ARE NOTICED having been given knowledge of the law and your personal financial liability in event of any violations of my rights and/or being. This Statute Staple Securities Instrument now in your hand constitutes timely and sufficient warning by good faith, notice, and grace.
- (24) Dated this 10 day of October, in the year of our Lord, two thousand nine. This contract being of honor is presented under the "Good Faith (Oxford) Doctrine." I accept the Oath of Office of all officers of the court, including but not limited to the clerk of the court; all judges and attorneys from all jurisdictions; all local, state, federal, international law enforcement officers, and all agents of the "UNITED STATES" or any subdivisions thereof.
- (25) Any agent, law enforcement officer, employee, contractor, representative, or the like of the "UNITED STATES" or any of its subsidiaries or sub-corporations, SHALL NOT ENTER, AT ANY TIME, FOR ANY REASON, ANY PROPERTY AT WHICH I AM LOCATED, or LEASE, OWN, or CONTROL, WITHOUT MY EXPRESS WRITTEN PERMISSION. Violation of this notice will be considered criminal trespass and will be subject to a \$2,000,000.00 (Two Million) lawful US Silver Dollar

penalty plus damages, per violation, per violator.

- (26) Attention: Any and all lending institutions, brokerage firms, credit unions, depository institutions, insurance agencies, credit bureaus, and the officers, agents and employees therein: You have now been notified of the law as to your corporate and individual financial liability in the event of any violations upon the rights and/or being of Darrel-Antonio Thomas. This Statute Staple Securities Instrument constitutes timely and sufficient warning by Good Faith Notice of your liability regardless of your political affirmations. All penalties contained herein will be subject to a penalty increase of \$1,000,000.00 (One Million) lawful US Silver Dollars per day, plus interest, while there is any unpaid balance for the first thirty (30) days after default of payment. This penalty will increase by 10% per each day until balance is paid in full, plus 18% annual interest, beginning on the thirty-first (31st) day after default of payment. All penalties in this document are assessed in lawful money and are to be paid in one troy ounce US Silver Dollars that are .999 fine silver or equivalent par value if paid in legal tender or fiat paper money. Par value will be determined by the value established by a one troy ounce .999 fine silver coin at the US MINT, or by law, whichever is higher value at the time of the incident. Any dispute over the par value will be decided by the Secured Party, or his designee. All definitions in "Legal Notice and Demand Definitions" are included as a part of this contract and will be applied as written herein. Any dispute of any definition will be decided by the Secured Party. There is no contradiction of terms as written within the confines of this title pursuant to the "Constitution for the united States of America." If any contradiction is found, the meaning will be determined by the Secured Party. Definitions as they apply to this contract are enclosed in "Legal Notice and Demand Definitions" and are included as a legal part of this contract.

LS: *Darrel Antonio Thomas* 10-09-09
Darrel-Antonio Thomas, Secured Party Creditor Date

- Remainder of page intentionally left blank. -

NOTICE TO RICHLAND COUNTY REGISTRAR OF DEEDS CLERK

(27) Pursuant to Title 18 U.S.C., chapter 101 § 2071(b), "Whoever, having the custody of any such record, proceeding, map, book, document, paper, or other thing, willfully and unlawfully conceals, removes, mutilates, obliterates, falsifies, or destroys the same, shall be fined under this title or imprisoned not more than three years, or both; and shall forfeit his office and shall be disqualified from holding any office under the United States."

LS: Darrel Antonio Thomas 10-09-09

Darrel-Antonio: Thomas, Secured Party Creditor Date

State of D.C.)
) ss.
County of Levy)

SUBSCRIBED AND AFFIRMED: On this 9 day of October, 2009 AD, before me appeared
Darrel-Antonio: Thomas

known to me or proved to me on the basis of satisfactory evidence to be the man whose name is subscribed on this Statute Staple Securities Instrument. Witnessed by my hand and official stamp, signed, sealed, and delivered by hand or by private, registered, or certified mail, drafted by the above Secured Party Creditor with attached property description and definitions.

NS: [Signature]
Signature of Notary Public

NOTARY SEAL

We, the undersigned witnesses, do hereby swear or affirm that it is the policy of Darrel-Antonio: Thomas to present this "LEGAL NOTICE AND DEMAND" to all law enforcement officers, agents, or representatives of the "UNITED STATES" anytime that he has any interaction with them.

Min Ashu El Bey
First Witness Printed Name

Living Location c/o 9 Glen Knoll Court

BK 11070 P00276

LS: Mia Ake El Bey
First Witness Signature Date

Columbia SC
Non-Domestic without the US

Deja Kengan Bastick
Second Witness Printed Name

Living Location c/o 57 Thornberry Drive

LS: Deja Kengan Bastick
Second Witness Signature Date

Columbia SC
Non-Domestic without the US

Benjamin Thomas Cochran
Third Witness Printed Name

Living Location c/o 104 Windwood Drive

LS: Benjamin Thomas Cochran
Third Witness Signature Date

Elgin SC
Non-Domestic without the US

LEGAL NOTICE AND DEMAND DEFINITIONS

1. **Unlawful Arrest:** Means restricting a man's or woman's right to move about freely without the proper use of a lawful 4th amendment warrant signed by a judge of competent jurisdiction while under oath. This includes unnecessary use of restraint devices, traffic stops, raids, or any other type of interaction, when an officer is presented with and ignores a "Notice and Demand," "Public Servant's Questionnaire," "Right to Travel" Documents, or other documents notifying the officer of the sovereign, lawful rights of the Natural Man or Woman Secured Party, created by God, who is not to be confused with the Corporate Fiction "Strawman" which was created by the state. This includes arrest when a Natural Man or Woman Secured Party is incarcerated for refusing to sign any citation; arrest due to contempt of court when he or she is not violent or a physical threat to the court; arrest by Internal Revenue Service for failure to produce books, records, or other documents; arrest and refusal of Habeas Corpus; arrest for conspiracy of any kind without lawfully documented affidavits from at least three (3) eye witnesses, signed under oath and penalty of perjury.
2. **Illegal Arrest:** Means same as above item # 1, "Unlawful Arrest."
3. **Unlawful Detention:** Means restraining a Natural Man or Woman Secured Party's freedom of movement, and/or Right to Travel, against his will for more than sixty (60) seconds without a properly authorized lawful 4th amendment warrant signed by a judge of competent jurisdiction while under oath. This includes routine traffic stops, raids, random identification checks, security checks, only after the officer, agent, or representative has been notified by the Natural Man or Woman Secured Party of his status and after the officer has been given documents to prove said status, along with up to ten (10) minutes for officer to examine said documents.
4. **Unlawful Distrain:** Means seizure or taking of any property that is lawfully owned or in possession of the Natural Man or Woman Secured Party without proper probable cause, and/or due process, and lawful 4th amendment warrant. This includes any seizure by any officer, agent, representative, in any capacity, or relationship with the "UNITED STATES" or any of its agencies, contractors, subdivisions, subsidiaries, or the like.
5. **Lawful 4th Amendment Warrant:** Means a warrant that follows the provisions of the 4th amendment to the original "Constitution for the united States of America." This warrant must not deter from the exact procedures as outlined by the 4th Amendment.
6. **Right to Speedy Trial:** Means trial will commence within 90 days of the date of arrest.
7. **Interstate Detainer:** Means the same as unlawful detainer as when involving a Natural Man or Woman Secured Party and involving more than one agency or state of the corporation, or any representative, agent, or officer who has any agreement with, contract with, or permission to act on behalf of any municipal corporation of the "UNITED STATES" or

any subsidiary or sub-corporation thereof.

8. **Unlawful Restraint:** Means any action by any officer, agent, representative, contractor, associate, officer of the court, or the like, to prevent, coerce, intimidate, hinder, or in any way limit the right of a Natural Man or Woman Secured Party from any type of freedom of legal/ lawful speech, travel, movement, action, gesture, writing, utterance, or enjoyment of any right or privilege that is commonly enjoyed by any member of the public, or any Sovereign.
9. **Freedom of Speech:** Means the right to speak open and plainly without the fear of reprisal. This includes the right of a Natural Man or Woman Secured Party to speak at hearings and trials, before magistrates, judges, and officers of the court, agents, representatives, or the like, of the "UNITED STATES." It also means that no attempt to suppress this right will be made by any officer of the court or of the "UNITED STATES" corporation. No judge or officer of any court or tribunal will threaten contempt of court for free speech by any Natural Man or Woman Secured Party.
10. **US Dollars:** Means the currently recognized medium of exchange as used by the general public at the time of offense, at par value, equal to a one ounce silver dollar equivalent per each dollar unit, as represented in a claim. All claims and damages will be paid at par value as indicated. Par value will be established by written law or the value established by the US MINT, whichever is higher at the time of the offense, for the purchase of an official, one troy ounce, .999 fine silver coin.
11. **Obstruction of Justice:** Means any attempt by any officer of the court or representative of any agency that represents the "UNITED STATES," or any of its subdivisions, agencies, contractors, etc., to deprive, hinder, conceal, coerce, or threaten a Natural Man or Woman Secured Party in an attempt to prevent any and every opportunity to legally/lawfully defend himself by attempting to produce and file lawful documents and or testimony to agents, officers, judges, magistrates, the court, clerk of the court, representatives, or investigators in order to settle any legal/lawful controversy. This also includes any attempt by a judge or officer of the court to hinder the Natural Man or Woman Secured Party from filing, recording, admitting, presenting, discussing, questioning, or using any evidence, document, paper, photographs, audio and/or video recordings, or any other type of evidence that he desires to submit as evidence in any type of court proceeding. The determination of what is evidence and what will be admitted is to be solely determined by the Natural Man or Woman Secured Party. Any evidence will be tried on merits of the lawful content and validity. Any judge or officer of the court who attempts to suppress or dismiss legal or lawful evidence will voluntarily surrender all bonds, insurance, property, corporate property, bank accounts, savings accounts, or any corporate property of value to the Natural Man or Woman Secured Party upon written demand and surrender all rights to and defenses against said property. This also includes evidence that is supported by case law. This includes attempts by any officer of the court to make motions, to issue orders such as gag orders, or to use any other means of keeping information suppressed from the public or the official record. The determination of whether the acts of the court are an attempt to suppress evidence will be solely determined by the Natural Man or Woman Secured Party. This also includes the provision as indicated in item # 18 "Racketeering."
12. **Excessive Bail:** Means any amount of bail set at an unreasonable rate as per the 8th amendment of the "Constitution for the united States of America." This also means bail in excess of the amount of the fine, penalty, or penal sum that is associated with the alleged crime committed. This also means that if a Natural Man or Woman Secured Party has lived as an upstanding member in a community or area for more than one year, works a regular job, or is a member of or involved with a church group, civic group, community enterprise, or can produce at least two affidavits from members of his community or area stating that he is involved with his community, he cannot be held without bail as a flight risk or a threat to society. If the Natural Man or Woman Secured Party can produce at least four (4) affidavits stating that he lives, works, and is involved in his community, or the prior community in which he lived, he must be released on his own recognizance without any bail required. This provision does not apply to anyone charged with rape, murder, or violent crimes.
13. **Cruel and Unusual Punishment:** Means physical violence of any type or form that is used against a Natural Man or Woman Secured Party and that causes invisible or undetectable or visible physical injury, e.g., marks, scrapes, scratches, bruises, abrasion, avulsions, fractures, sprains, restraint marks, dislocations, punctures, cuts, loss of blood, loss of body fluids, etc. This includes any other type of physical stress to the body or any chemically-induced, altered mental state of the Natural Man or Woman Secured Party. This also includes any attempt to incarcerate; restrain; question; detain; withhold food when requested; withhold drink when requested; withhold medications as requested; withhold use of bathroom facilities and supplies when requested; withhold reading and writing materials; withhold communication with friends, family, legal counsel, and religious counsel; withhold legal library and internet access; withhold proper clothing as needed for comfort; withhold blankets when requested; withhold hot and cold water for showers; withhold freedom when requested. This also includes ridicule, coercion, threats, verbal insults, rude and offensive language, veiled threats, or any other type of mental stress or anguish.
14. **Conspiracy:** Means the cooperation of two or more persons working together to restrict, suppress, inhibit, or in any way deprive a Natural Man or Woman Secured Party of any right, benefit, or privilege that would ordinarily be offered by the "Constitution for the united States of America" and the Honorable "Bill of Rights" to any member of the general American public, or to a Sovereign. This also includes the provisions in item # 18, "Racketeering."

15. **Victim:** Means any Natural Man or Woman Secured Party who has received direct damages to himself or his property as the result of an unlawful or illegal act by another.
16. **Victimless Laws:** Means any law that is passed or presumed to be passed that creates a violation of law in which no Natural Man or Woman has been damaged. This includes any statute, ordinance, regulation, policy, or color of law provision. These types of laws will not be used in any action, of any kind, against any Natural Man or Woman Secured Party.
17. **Aiding and Abetting:** Means the efforts of any officer, agent, or representative of the "UNITED STATES" or officer of the court to assist another of the same to hinder, coerce, restrict, resist, suppress, or deprive in any way, a Natural Man or Woman Secured Party from receiving any and all rights, benefits, or privileges, as provided by the "Constitution for the united States of America," and/or the Honorable "Bill of Rights," or that would normally be offered to the general American public, or to a Sovereign. This also includes the provisions as provided in item # 18 "Racketeering" and suppression of evidence.
18. **Racketeering:** Means any attempt by any two or more officers of the corporation to restrict, suppress, coerce, manipulate, inhibit, or in any way deprive a Natural Man or Woman Secured Party from receiving every right, benefit, or privilege that is outlined by the "Constitution for the united States of America," and/or the Honorable "Bill of Rights." This also includes any effort by the officers of the court to hinder in any way the introduction of evidence, law, facts, affidavits, statements, witness testimony, or any information that is considered relevant by the Natural Man or Woman Secured Party, or any attempt to prevent a jury from hearing this evidence. This also includes any attempt to prevent this evidence from being heard in a public forum and before any and all members of the general public, as many as can be accommodated by the main courtroom. All hearings, tribunals, or trials will be held in a public place; and any and all members of the general public will be allowed to attend, without restriction. This also includes questioning and/or interrogation by police officers before, during, and after an arrest.
19. **Federal Zone:** Means any land, property, building, area, zone, 911 zone, or postal zone that is presumed to be within the territorial jurisdiction of the "UNITED STATES" or any of its representatives as defined herein. This does not include any land, property, building, structure, dwelling, area, zone that is held by deed, title, warranty deed, contract, or any written or verbal agreement, or any such thing by a Natural Man or Woman Secured Party who is located outside of THE DISTRICT OF COLUMBIA and WASHINGTON, D.C. proper. All privately held properties of any type that are being held by any Natural Man or Woman Secured Party are excluded from any federal zone or any jurisdiction of any representatives of the "UNITED STATES" or any of its territories. This is fact and may be presented in any court by affidavit of any Natural Man or Woman Secured Party of interest involved in any interaction with the "UNITED STATES" or any of its representatives, as outlined in this contract.
20. **State:** Means any of the forty-eight areas known as states of the "united States of America" which is not the same as the "UNITED STATES" corporation. These forty-eight states are designated by Upper and Lower Case spelling of the name of each state, vs. UPPER CASE spelling. The ALL UPPER CASE NAME denotes a SOUTH CAROLINATHAT is a part of the "UNITED STATES" corporation, whereas the spelling of the Upper and Lower Case Name denotes that it is not a part of the "UNITED STATES." This will be determined by the Natural Man or Woman Secured Party as a condition of this contract. The Natural Man or Woman Secured Party will also determine whether or not his state is a part of the jurisdiction of the "UNITED STATES"; and his decision shall not be challenged by any representative of the "UNITED STATES." The Natural Man or Woman Secured Party will determine if the alleged offense occurred within the limits of the "UNITED STATES." A violation of this provision will be Unlawful Determination and punishable as indicated by this contract agreement.
21. **Trespassing/Trespass:** Means the entry into or onto the domain, property, residence, area, location, grounds, dwellings, buildings, barns, sheds, factories, warehouses, garages, shops, caves, structures, lands, storage areas, tunnels, automobiles, trucks, safe houses, underground shelters, automobiles, motor vehicles, recreational vehicles, boats, planes, trains, ships, containers, vans, heavy equipment, farm implements, culverts, driveways, trees, yards, real property, real estate, land, etc., of the Natural Man or Woman Secured Party without his express written permission, or without a lawfully executed (4th) amendment warrant. Any and all agents or representatives of the corporation will fully and completely observe any and all protections as outlined in the "Constitution for the united States of America" and/or the Honorable "Bill of Rights." Any personal property that is damaged, lost, stolen, or misplaced, etc., will be recoverable as indicated in this Notice and Demand document. I solemnly swear and affirm that I do not have any illegal contraband on my property; I have never had any illegal contraband on or around my property and never will. Any contraband, if it is found on my property, would have been placed there by the officers or agents during the time of trespass. I simply do not allow it on my property. Contraband or illegal items if they are found in a search do not belong to me and may not be used in any attempt in any claim against me. Any and all officers, agents, and representatives of the corporation will be held individually liable for the full amount of damages as outlined in this Notice and Demand document for trespassing.
22. **Natural Man or Woman Secured Party:** Means any flesh and blood, living, breathing Man or Woman, created by God, who notifies any representative of the corporation, verbally or in writing, that he is a Sovereign, Non "UNITED STATES" corporate citizen, free man or free woman, and not subject to the jurisdiction of the corporation or any of its representatives. This is not to be confused with the Fictitious Legal Entity that was created by the state and is

represented by an ALL CAPITAL LETTER NAME. Any attempt to notify any officer, agent, or representative of the status of the Natural Man or Woman Secured Party will be sufficient notice. Sufficient notice will be determined by oath, statement, or affidavit by the Natural Man or Woman Secured Party; and the validity of such will not be challenged by any officer of the court.

23. **County or City:** Means any subdivision of any state of the "United States of America." This subdivision excludes any jurisdiction, zone, or territory of the "UNITED STATES" corporation that is described by the Natural Man or Woman Secured Party in ALL CAPITAL LETTERS. Any dispute over any errors contained in spelling or grammar will be resolved at the discretion of the Natural Man or Woman Secured Party and will not be challenged by any representative of the corporation.
24. **Agency, Entity, Department, Subdivision, Subsidiary, Contractor, Employee, Inspector, Investigator, Organization, Officer, Agent, Authorized Representative, Policeman, Participant:** Means any person, corporation, or entity of any kind which works for, is compensated all or in part by, receives funds from, collects funds for, contracts with, receives any benefit from, receives any privilege from, participates with, has allegiance to, or in any way has a relationship with the "UNITED STATES" or any of its subsidiaries, sub-corporations, departments, or agencies, etc.
25. **Contract:** Means any agreement in writing that has been offered for review and acceptance by another party wherein the offering party has ten (10) days or more, or as stipulated in the contract, to review, respond, accept, or rebut any provisions of the contract as indicated in the contract. Non response on the part of the receiving party or agent of the receiving party will be a lawful offer and acceptance of all the terms and conditions contained in said contract. Rebuttal by the receiving party of any provision of the contract by any other means than is indicated in the contract will be non response. Return of the contract unopened and/or without review will be acceptance of all conditions of said contract. Recording the contract with the clerk of court or any public records officer will be a lawful offer and notification and will be presentment to all officers of the court in that state or county. **Notice to Agent is Notice to Principal. Notice to Principal is Notice to Agent.**
26. **False Imprisonment:** Means any attempt by any officer of the court or corporation to incarcerate any Natural Man or Woman Secured Party against his will and/or against any and all protections of the laws and provisions of the "Constitution for the United States of America" and/or the Honorable "Bill of Rights".
27. **Representative:** Means any agent, agency, department, officer, investigator, entity, subsidiary, sub-corporation, contractor, employee, inspector, individual, or corporation that has any affiliation or association with, collects or distributes funds for, does any task for, receives any benefit or privilege from, of, or for the "UNITED STATES." This includes anyone or anything that represents the interests of, or is being funded by, or receives funds from, or has any attachment to the "UNITED STATES" or any of its subdivisions or sub-corporations.
28. **Corporation:** Means any representative, agency, sub-corporation, contractor, or any person or entity that is employed by, receives or distributes funds for, receives any benefit or privilege from, or has any relationship of any kind with the "UNITED STATES" corporation.
29. **Interpretation:** Means if any conflict arises concerning the definition of any of the terms and/or conditions of this contract, the conflict concerning the meaning of the term or condition will be decided by the Natural Man or Woman Secured Party. His decision will be final and not subject to review or argument. No liability or penalty will be incurred by the Natural Man or Woman Secured Party due to his interpretation of such terms and or conditions.
30. **Corporate Capacity:** Means acting for, or on behalf of, a corporation, or government entity, while under law or color of law.
31. **Legal Counsel:** Means anyone that a Natural Man or Woman Secured Party chooses to have as legal assistance of counsel, whether counsel is licensed or not, or a member of the Bar Association. Counsel may assist, represent, speak on behalf of, write cases for, or perform any act in or out of court for the Natural Man or Woman Secured Party without any hindrance, threat, prosecution, charge, repercussion, etc., from any officer of the court, or representative of the "UNITED STATES" corporation, or any representative, officer, or agent thereof.
32. **Abuse of Authority:** Means anyone who denies, withholds, refuses, deprives, limits, inhibits, counteracts, conceals any right, benefit, protections, or privilege, as protected by the "Constitution for the United States of America" and/or the Honorable "Bill of Rights." This includes arrest or detainment without documented evidence that a lawful crime has been committed by the Natural Man or Woman Secured Party. This includes use of restraint devices on a Natural Man or Woman Secured Party and/or physical abuse that makes or does not make any marks, scars, cuts, abrasions, or the like. This also includes denial of lawful Due Process, Habeas Corpus, Excessive Bail, Unlawful Arrest, Unlawful Detention, or the like, as outlined in this contract.
33. **Verbal Abuse:** Means the use of offensive and/or threatening, spoken words, body language, and non-verbal gestures or actions by any representative of the corporation as defined herein upon a Natural Man or Woman Secured Party. If a controversy arises about an incident, the version told by the Natural Man or Woman Secured Party will be accepted as truth and will not be contested.

34. **Assault and Battery with Weapon:** Means any actual, threatened, or perceived use of any weapons, by any representative of the "UNITED STATES" corporation, against the Natural Man or Woman Secured Party, that creates an atmosphere of fear for the Natural Man or Woman Secured Party. This includes non lethal weapons such as tasers, stun guns, mace, pepper spray, any chemical used to incapacitate, rubber bullets, shock force weapons, electronic weapons, or any other type of weapon that may be used to control or to create fear. If a conflict arises about the events, the version told by the Natural Man or Woman Secured Party will be accepted as truth and will not be contested.
35. **Unfounded Accusations:** Means any accusation, charge, or claim, civil or criminal or in admiralty, that is alleged or made by any representative of the "UNITED STATES" corporation as defined herein that is not proven by written, documented evidence presented under oath and penalty of perjury by an authorized agent or representative of the corporation. The accuser has eight (8) hours to provide said documents to be reviewed and to put them into the possession of the Natural Man or Woman Secured Party; and failure to do so will be Unfounded Accusations and subject to the penalties contained herein.
36. **Encroachment:** Means to invade, intrude, or in any way prevent a Natural Man or Woman Secured Party the full and complete use of property, including trespass or impeding ingress or egress to the property of a Natural Man or Woman Secured Party; and to limit the ability of a Natural Man or Woman Secured Party to freely access, claim, hold, possess, use, convey, sell, rent, lease, barter, exchange, or in any way make full and unfettered use of his property. This includes the application of unlawful liens and encumbrances of any and all property including wages; salaries; stocks; bonds; bank accounts (foreign or domestic); savings accounts; contents of safety deposit boxes; gold; silver; notes; insurance funds; annuities; retirement accounts; social security benefits; motor vehicles; automobiles; recreational vehicles; land; real estate; homes; structures; roads; driveways; personal property of any kind that is held by title, deed, contract, lease, agreement (written or verbal), or is in possession of a Natural Man or Woman Secured Party. This includes, but is not limited to, traffic stops; searches of vehicles; home invasion; confiscation of any lawful property owned by, in possession of, or under the control of the Natural Man or Woman Secured Party.
37. **Assault and Battery without a Weapon:** Means the verbal abuse or physical contact, of any kind, upon a Natural Man or Woman Secured Party without his express voluntary written consent. If a conflict arises about the facts involving the incident, the version as told by the Natural Man or Woman Secured Party will be accepted as truth, without question, and will not be contested.
38. **Abuse of Due Process:** Means any action against a Natural Man or Woman Secured Party, when said action does not abide by all the rights and defenses contained in or represented by the "Constitution for the united States of America" and/or the Honorable "Bill of Rights." This includes any charge, or claim, civil or criminal, or in admiralty, that is alleged or made by any representative of the "UNITED STATES" corporation.
39. **Denial of Due Process:** Means any attempt by any officer of the court and or corporation to deny, deprive, restrict, prevent, or in any way inhibit the proper Due Process to any Natural Man or Woman Secured Party as outlined in the "Constitution for the united States of America" and/or the Honorable "Bill of Rights." Any public law, statute, regulation, ordinance, home rule, etc., that is incompatible with the aforementioned Constitution and/or Honorable "Bill of Rights" is null and void and will not be used in any action against any Natural Man or Woman Secured Party.
40. **Unlawful Detainer:** Means any attempt by any officer of the court or representative of the corporation to arrest, check, hinder, delay, possess, hold, keep in custody, restrain, retard, stop, withhold a Natural Man or Woman Secured Party without affording him every protection as outlined by the "Constitution for the united States of America" and/or the Honorable "Bill of Rights." Any public law, statute, regulation, ordinance or the like will be null and void and will not be used in any action in which a Natural Man or Woman Secured Party is involved.
41. **Reckless Endangerment:** Means any attempt by any officer of the court or corporation as defined herein to endanger, attempt or threaten to attempt to endanger the life or property of any Natural Man or Woman Secured Party. This includes dangerous driving in a car, use or threatened use of lethal or non lethal weapons or chemicals, improper use of restraint devices, use of restraint devices on a non-combative Natural Man or Woman Secured Party. If a conflict arises as to whether or not reckless endangerment has occurred, the version of the Natural Man or Woman Secured Party will be considered as truth.
42. **Failure to Respond:** Means any attempt by any officer or representative of the corporation to ignore, inhibit, withhold, delay, or deny a request for information from a Natural Man or Woman Secured Party.
43. **Failure to Charge within Forty Eight (48) Hours:** Means any attempt by any officer or representative of a corporation to delay, inhibit, prevent, or in any way stop a Natural Man or Woman Secured Party from being lawfully charged by the court within forty-eight (48) hours of arrest.
44. **Failure to Identify:** Means any time a Natural Man or Woman Secured Party has interaction with any officer or representative of the court or corporation, the officer or representative must, upon request of the Natural Man or Woman Secured Party, provide proper identification, written proof of authority, state what his business is with the Natural Man or Woman Secured Party, complete a "Public Servant's Questionnaire" in advance of arrest or detention, provide

documentation properly identifying the officer or respondeat superior's name and contact information, and any other relevant information as requested by the Natural Man or Woman Secured Party. The officer may not detain the Natural Man or Woman Secured Party for more than ten (10) minutes while he obtains and provides this information.

45. **Counterfeiting Statute Staple Securities Instruments:** Means any attempt by any officer or representative of a corporation to copy, duplicate, replicate any document that has "Statute Staple Securities Instrument" typed, printed, or hand written anywhere on the document, without the express, written, voluntary permission of the document's owner who is the Natural Man or Woman Secured Party who filed said document in the public record, or is in possession of said document, or who is the maker of said document. If a dispute about permission to duplicate arises, the statements of the Natural Man or Woman Secured Party will be accepted as fact without question and will not be contested.
46. **Coercion or Attempt to Coerce:** Means any attempt by any officer or representative of a corporation to threaten, intimidate, deprive, conceal, or in any way prevent a Natural Man or Woman Secured Party from receiving and/or enjoying any right or privilege that is granted, outlined, or secured by the "Constitution for the united States of America" and/or the Honorable "Bill of Rights," or allow another to do so.
47. **Purchase Price:** Means the new replacement costs of items of property at the time of replacement. This includes locating, packing, shipping, handling, delivery, set up, installation, and any other fee associated with total replacement of property.
48. **Destruction of Property:** Means any alteration, damage, deprivation, defacing, removing, changing, breaking, separating, removing parts from, erasing of files from, throwing, shooting, kicking, stomping, smashing, crushing, or the like of any property belonging to or in possession of the Natural Man or Woman Secured Party.
49. **Deprivation of Rights or Property:** Means the concealment of, keeping from, hiding of, obstructing of any rights, property, or privileges that are outlined or protected by the "Constitution for the united States of America" and/or the Honorable "Bill of Rights."
50. **Concealment:** Means withholding or keeping information that should normally be revealed, about property and/or rights from a Natural Man or Woman Secured Party. This includes keeping evidence or law from a jury that could favorably alter the outcome of a case to the benefit of the Natural Man or Woman Secured Party. No officer of any court or representative of any corporation may conceal any law and/or any evidence of any kind that is considered relevant by the Natural Man or Woman Secured Party, and/or fail to disclose any law that benefits the Natural Man or Woman Secured Party.
51. **Defacing:** Means the changing or altering the appearance of an item. This also includes changing or altering the meaning of laws, rights, property, documents, or any other thing that has value as determined by the Natural Man or Woman Secured Party.
52. **Constitution:** Means, for the purpose of this contract, "The Constitution for the united States of America" circa 1791, as opposed to the "Constitution of the UNITED STATES" corporation circa 1868.
53. **Bill of Rights:** Means, for the purposes of this contract, the original, Honorable "Bill of Rights" circa 1791.
54. **Rights and Defenses:** Means one's legal and/or lawful right and/or ability to defend himself in any action. Upon agreement, the defendant in an action may give up his right to defend himself in a given action. This includes tacit agreement or agreement by default; and the Natural Man or Woman Secured Party is never the defendant.
55. **Willingly:** Means that a Natural Man or Woman Secured Party is in full knowledge, understanding, agreement, and full consent, at all times, without fear of reprisal, threat, or coercion, during any interaction in which he is involved with any agent, officer, or representative of any court or corporation, including incorporated governments.
56. **Individual Capacity:** Means acting on one's behalf to do a thing. The officer, representative, agent, or the like may be acting under law or color of law and go outside of the capacity of the law and take on a personal liability.
57. **Artificial Person:** Means a fictitious entity that was created by the state for transacting commerce. This Artificial Man or Strawman is represented by the ALL CAPITAL LETTER NAME that appears to be spelled the same as the name of the Natural Man or Woman and the Natural Man or Woman Secured Party. When the Artificial Person is used in commerce by the Natural Man or Woman Secured Party, it is a transmitting utility.
58. **Agreement:** Means any contract which is expressed in writing by letters or marks, or expressed orally in spoken words or utterances by a Natural Man or Woman Secured Party. Any question of any agreement or contract will be resolved by an affidavit from the Natural Man or Woman Secured Party. His affidavit will be considered fact in any action or dispute, without question by any officer, agent, or representative of any corporation including incorporated governments.
59. **Unlawful Determination:** Means any statement, speech, gesture, writing, presentment, or the like that suggests an idea that negatively represents the character, actions, plans, procedures, customs, ways of a Natural Man or Woman Secured Party, or group of Natural Men or Women Secured Parties, that is not proven by documented, authorized,

certified, evidence, on and for the record under penalty of perjury. This includes off color statements, accusations, or remarks by a judge or other officer of the court and any other representative of any corporation including incorporated governments.

60. **Statute Staple Securities Instrument:** Means an edict or proclamation from a Natural Man or Woman Secured Party.
61. **Clerk of the Public Record:** Means any clerk who records or files documents in the public record who is employed by a city, county, state, municipality, federal government, and/or international, multi-national, or multi-jurisdictional corporation, including incorporated governments.
62. **Public Record:** Means any document or record that is filed or recorded into the public record by the Natural Man or Woman Secured Party. For example, when this document is recorded at a Registrar of Deeds Office, it becomes a public record.
63. **Presumption:** Means legal assumption or inference that places the burden of proof or burden of production on the other party, but never on the Natural Man or Woman Secured Party. No presumption shall prevail against the Natural Man or Woman Secured Party without lawful, documented evidence that supports the presumption which is certified by the officers of the court, on and for the record under penalty of perjury.
64. **Unalienable Rights:** Means Natural Rights given by God as acknowledged by the Law of Nations and incorporated into the "Bill of Rights," such as, but not limited to, Right to Bear Arms; Freedom of Speech; Right to Trial by a Jury of one's Peers; Right to Due Process; Right of Habeas Corpus; Right to be Exempt from Levy as a Natural Man or Woman Secured Party Creditor; Right to be Secure in One's Private Papers and Effects.
65. **Right to Travel:** Means the right to freely move about and/or control any type of craft by whatever means, via land, sea, or air, without any interference by any officer, agent, employee, attorney, or judge that in any manner willfully causes adverse affects or damages upon the Natural Man or Woman Secured Party by an arrest, inhibition, detainment, restraint, deprivation, prevention, etc.
66. **Disrespect:** Means anything said or written to any Natural Man or Woman Secured Party, about him or his, that he does not like, including body language, or anything that makes him or any reasonable man uncomfortable or fearful.
67. **The Placing or Filing of an Unlawful Lien, Levy, Garnishment, or Attachment:** Means any attempt by any officer, agent, or representative of a corporation to place a lien, levy, garnishment, or attachment on the property or collateral of a Natural Man or Woman Secured Party, herein referred to as Secured Party. Any said officer, agent, or representative must first prove his authority to do so by lawfully documented evidence, furnishing all documents, forms, and papers as necessary to prove his authority to do so to a neutral, three (3) Notary Panel, hereinafter referred to as The Panel, selected by the Secured Party. Said officer, agent, or representative must guarantee in writing that the officer, agent, or representative signing said documents will be personally liable for any damages due to his unlawful and/or illegal actions. He must supply bonds or other lawful funds to be held in trust by The Panel until The Panel determines if any actions of the officer, agent, or representative have violated any laws or caused damage to the Secured Party. The Panel will have the sole power to determine if any damage has occurred and will release the funds according to The Panel's adjudication. The decision of The Panel will be final with no recourse. The surety bonds and/or funds held in escrow by The Panel must be at least four (4) times the estimated value of the property that is liened, levied, garnished, or attached. The assessment of value will be recorded via affidavit by the Secured Party and delivered to The Panel. The Panel's determination and the assessment thereof will be accepted as truth without question or recourse. Said officer, agent, or representative agrees to surrender, including, but not limited to, any and all surety bonds, public and/or corporate insurance policies, CAFR funds, or corporate property as needed to satisfy any and all claims and/or assessments as filed against said officer, agent, or representative by the Secured Party. Said officer, agent, or representative agrees that any and all property or collateral with a current or existing lien will remain in the custody and control of the Secured Party until such time as a determination has been made by a jury of twelve of the Secured Party's Peers as defined herein. In the event that a jury of twelve of the Peers cannot be convened or has not been convened within sixty (60) days from the date of the order of the lien, levy, attachment, or garnishment, any action against the Secured Party shall be dismissed with prejudice; and every lien, levy, attachment, or garnishment shall be released within ten (10) days and all property rights restored, unencumbered. The officer, agent, or representative who has authorized said lien, levy, attachment, or garnishment agrees to surrender any and all surety bonds, public and/or corporate insurance policies, CAFR funds, or corporate property as needed to satisfy any and all claims and/or assessments as filed against said officer, agent, or representative by the Secured Party.
68. **Peer:** Means a Natural Man or Woman Secured Party who has recorded into the public record documents to prove his sovereign status.
69. **Ignore:** Means to refuse or in any way to deny a lawful request by the Natural Man or Woman Secured Party to have an officer, agent, or representative provide completed legal documents.

70. **Natural Man or Woman:** Means a flesh and blood, living, breathing, biological man or woman created by God, as represented by the Upper and Lower Case Name, including "Natural Man or Woman," or "Real Man," or "Real Woman," or "Real Man/Woman." This is not to be confused with the Fictitious Legal Entity that was created by the SOUTH CAROLINA and that is represented by the ALL CAPITAL LETTER NAME.
71. **DEBTOR:** Means the Fictitious Legal Entity that was created by the SOUTH CAROLINA and that is represented by the ALL CAPITAL LETTER NAME.

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International Registered Private Tracking Number — RR 768 182 549
UCC1 RECORDED in SOUTH CAROLINA—Secured Transaction Registry Number — 2009-2414909



ATTENTION AND WARNING
THIS IS A LEGAL NOTICE AND DEMAND
FIAT JUSTITIA, RUAT COELUM

(Let right be done, though the heavens should fall)

NON WAR POWERS
ACT FLAG

To: All City, County, State, Federal and International Public Officials, by and through
SOUTH CAROLINA SECRETARY OF STATE MARK HAMMOND
TAKE NOTICE: IGNORANCE OF THE LAW IS NO EXCUSE.
THIS IS A CONTRACT IN ADMIRALTY JURISDICTION.

Take a moment to read this before you proceed any further.
I do not wish to speak to you under any circumstances excluding federal judicial review.

THIS TITLE IS FOR YOUR PROTECTION!

- (1) I, one Helen V- Washington: Thomas, Free woman, the undersigned, herein request that you present anything that you say to me in writing, signed under penalty of perjury as required by your law as shown in this instrument. **Notice to Agent is Notice to Principal. Notice to Principal is Notice to Agent.** Attachments are included and are part of this contract.
- (2) This Notice is in the nature of a Miranda Warning. Take due heed of its contents. If, for any reason, you do not understand any of these statements or warnings, it is incumbent upon you to summon a superior officer, special prosecutor, federal judge, or other competent legal counsel to immediately explain to you the significance of this presentment as per your duties and obligations in respect to this private, formal, notarized, registered Statute Staple Securities Instrument. As per Title 11 USC 501(a), 502(a), 11 USC 7001, 7013, and Federal Rules of Civil Procedure Sections 8-A, AND 13-A, the claim or presumption that I, Helen V- Washington: Thomas, am a DEBTOR to the "UNITED STATES" or any of its agencies or sub-corporations is forever rebutted by this contract. This rebuttal is a counterclaim in Admiralty.
- (3) Your Failure to timely do so leaves you in the position of accepting full responsibility for any and all liabilities for monetary damages, as indicated herein, that I incur by any adversely affecting injuries caused by your overt or covert actions, or the actions of any of your fellow public officers and agents in this or any other relevant matters as described herein. You have thirty (30) days, from the date that this document is received by the Clerk of the Public Record, to respond and rebut the presumptions of this contract by submitting to me signed, certified, authenticated documents of the laws that rebut these presumptions point by point, On and For the Record under penalties of the law including perjury. This document will be on file in the public record; and the clerk in charge of the public record is charged to distribute this to any and all responsible parties, i.e., officers of the court, and/or law enforcement officers including local, state, federal, international, multi-jurisdictional, or any and all officers, representatives, contractors, agencies, or any such entity or person that may bring any type of action, whether civil or criminal or other, against me, and whether in this county, state, region, area, country, corporation, federal zone, or in any venue and/or jurisdiction. Your failure to timely rebut the statements and warnings herein constitute your complete, tacit agreement with all statements and warnings contained herein. Your presumptions that I, the undersigned, am a "Corporate Fiction" or "Legal Entity" and under your corporate "UNITED STATES" jurisdiction are now and forever rebutted.
- 4) I, the undersigned, tendering this document, am a Private People of Posterity; a Sovereign Personam Sojourn; by fact; not a 14th amendment citizen or surety within; or subject for; or allegiance to; your corporate "UNITED STATES"; or to any de facto, compact, corporate, commercial states contracting therein; only to the "united States of America," nonetheless carrying with me exclusive, original, sovereign jurisdiction and venue having one supreme court and United States Court of International Trade. This is a matter of public record, tendered by way of certified mail to SOUTH CAROLINA SECRETARY OF STATE. These pages are recorded upon liber records and books in the REGISTRAR OF DEEDS offices

including, but not limited to RICHLAND COUNTY, SOUTH CAROLINA.

- (5) I, the undersigned, now tendering this legally binding Legal Notice and Demand in hand am not a surety under your jurisdiction nor a subject under your corporate veil "Color of Law Venue," being acknowledged by silence and acquiescence of MARK HAMMOND, respectfully SOUTH CAROLINA SECRETARY OF STATE, also but not limited to any public officers, agents, contractors, assigns, employees, and subsidiaries of your office, regarding my Legal Notice and Demand tendered by certified mail with liber book number and page affixed.
- (6) **Silence** of Corporate Office SECRETARY OF STATE ratifies severances of any nexus or relationship to de facto, corporate, commercial state offices; being fraudulent conveyance by operating under "Color of Authority" upon affiant. Let this be known by the "Good Faith (Oxford) Doctrine" to all men and women. I do not consent to any warrantless searches, or searches that are not compliant with the "Constitution for the united States of America" and/or all of the amendments of the Honorable "Bill of Rights," whether of my dwellings, cars, land craft, watercraft, aircraft, me, mine, current location, property, hotel rooms, apartments, business records, businesses, or my machinery, vehicles, equipment, supplies, computer equipment, buildings, grounds, land in my private possession or control, past, present, and future, now and forevermore, so help me God.
- (7) By this record let it be known that I do not at any time waive any rights or protections, as acknowledged by the aforementioned Constitution and/or Honorable "Bill of Rights," nonetheless, demanding that you protect these as you swore an oath to do so. I accept your lawfully required Oath of Office, bonds of any type, insurance policies, and property of any type for my protection and making whole. Furthermore, should you witness any public officers at this time, or any time past, present, or future violating any of my rights or protections, it is your sworn duty (of oath) to immediately arrest, or have them arrested. You are legally required to charge them as you should any law breaker, regardless of officer's title, rank, uniform, cloak, badge, position, stature, or office; or you shall henceforth be accountable for monetary damages from, but not limited to, your monetary liability, your corporate bond, your law-required private bond, compensatory costs, punitive procurements, and sanctioned-by-attorney attributions.
- (8) **Note:** A true and correct, notarized copy of this **Statute Staple Securities Instrument** is safely deposited in the REGISTRAR OF DEEDS office in RICHLAND COUNTY, SOUTH CAROLINA. It is my policy to present this document to any officer, agent, or representative that has any interaction with me. I have a lawful right to travel, by whatever means, via land, sea, or air, without any officer, agent, employee, attorney, or judge willfully causing adverse affects or damages upon me by an arrest, detainment, restraint, or deprivation. I will be granted the status and treatment of a foreign Sovereign, a foreign diplomat, by all customs' officials. This document or the deposited copy becomes an evidentiary document certified herein, as if now fully reproduced, should any court action be taken upon me as caused by your acts under color of law with you, your officers, and employees. **Take note:** You are now monetarily liable in your personal and corporate capacity. I, Helen V- Washington: Thomas, Free woman, the undersigned, a Sovereign, notwithstanding anything contrary, abide by all laws in accordance with the aforementioned Constitution and Honorable "Bill of Rights" which are applicable to Sovereigns. I, Helen V- Washington: Thomas, wish no harm to any man. You agree by your non-response to uphold my "Right to Travel"; or you must rebut my presumption by lawfully documented evidence in law On and For the Record, Under Oath and penalty of perjury, within the thirty (30) days as aforementioned in this Admiralty Contract.
- (9) **BE WARNED, NOTICED, AND ADVISED** that I rely upon, in addition to constitutional limits of the "Constitution for the united States of America" and/or the Honorable "Bill of Rights," governmental authority, the rights and protections guaranteed under Uniform Commercial Codes, common equity law, laws of admiralty, and commercial liens and levies pursuant to, but not limited, to Title 42 (Civil Rights), Title 18 U.S.C.A. (Criminal Codes), Title 28 U.S.C.A. (Civil Codes), and additional SOUTH CAROLINA constitution penal codes, in as much as they are in compliance with the aforementioned Constitution and/or "Bill of Rights." There can be no violation of any of these laws unless there is a victim consisting of a natural, flesh and blood man or woman who has been damaged. When there is no victim, there is no crime or law broken. Unless this is rebutted within the time limit contained herein, and the conditions of the rebuttal are met, you, or any representative in any capacity of any agency, government, corporation, or the like, agree to abide by this contract anytime that you interact with me. I, Helen V- Washington: Thomas, Free woman, the undersigned, am of lawful majority age, clear head, and sound mind.
- (10) **Remember**, you took a solemn binding oath to protect and defend the original "Constitution for the united States of America" (1787) adopted circa 1791. Violations of said oath are perjury, being a bad-faith doctrine by constructive treason and immoral dishonor. I accept said Oath of Office that you have sworn to uphold. I declare that any and all presumptions that I am a citizen, subject, resident, participant, legal entity, strawman, fiction, or any such thing, of any and all jurisdictions of the UNITED STATES OR ANY OF ITS SUBDIVISIONS, AGENCIES, ENTITIES, DEPARTMENTS, SUBSIDIARIES are now and forever rebutted. You may rebut my presumptions by submitting certified copies of lawful documents that have been certified by a SOUTH CAROLINA state's attorney while under oath and on the official record and under penalty of perjury and waiving all immunities from prosecution. You have thirty (30) days to rebut my statements as indicated herein; or my statements will stand as true, lawful, and legal in all of your courts and/or hearings.
- (11) This legal and timely notice, declaration, and demand is prima facie evidence of sufficient Notice of Grace. The terms

and conditions of this presentment agreement are a quasi-contract under the Uniform Commercial Code and Fair Debt Collection Practices Act. These terms and conditions are not subject to any or all immunities that you may claim, should you in any way violate my rights or allow violations by others. Your corporate commercial acts against me or mine and your failures to act on behalf of me or mine are ultra vires and injurious by willful and gross negligence.

- (12) The liability is upon you, and/or your respondeat superior, and upon others including any and all local, state, regional, federal, multijurisdictional, international, and/or corporate agencies, and/or persons of the foregoing, involved directly or indirectly with you via any nexus acting with you; and said liability shall be satisfied jointly and/or severally at my discretion. You are sworn to your Oath of Office, and I accept your Oath of Office and your responsibility to uphold the rights of me and mine at all times.

BILLING COSTS ASSESSED WITH LEVIES AND LIENS UPON VIOLATIONS SHALL BE:

- (13) **Unlawful Arrest, Illegal Arrest, or Restraint, or Distraint, Trespassing/Trespass, without a lawful, correct, and complete 4th amendment warrant:** \$2,000,000.00 (Two Million) lawful US Silver Dollars, per occurrence, per officer, or agent involved.

Excessive Bail, Fraudulent Bond, Cruel and Unusual Punishment, Violation of Right to Speedy Trial, Violation of the Right of Freedom of Speech, Conspiracy, Aiding and Abetting, Racketeering, or Abuse of Authority as per Title 18 U.S.C.A., §241 and §242, or definitions contained herein: \$2,000,000.00 (Two Million) lawful US Silver Dollars, per occurrence, per officer, or agent involved.

Assault or Assault and Battery without Weapon: \$2,000,000.00 (Two Million) lawful US Silver Dollars, per occurrence, per officer, or agent involved.

Assault or Assault and Battery with Weapon: \$3,000,000.00 (Three Million) lawful US Silver Dollars, per occurrence, per officer, or agent involved.

Unfounded Accusations by Officers of the Court, or Unlawful Determination: \$2,000,000.00 (Two Million) lawful US Silver Dollars, per occurrence, per officer, or agent involved.

- (14) **Denial and/or Abuse of Due Process:** \$2,000,000.00 (Two Million) lawful US Silver Dollars, per occurrence, per officer, or agent involved.

Obstruction of Justice: \$2,000,000.00 (Two Million) lawful US Silver Dollars, per occurrence, per officer, or agent involved.

Unlawful Distraint, Unlawful Detainer, or False Imprisonment: \$5,000,000.00 (Five Million) lawful US Silver Dollars, per day, per occurrence, per officer, or agent involved, plus 18% annual interest.

Reckless Endangerment, Failure to Identify and/or Present Credentials and/or Failure to Charge within 48 (Forty-Eight) Hours after being detained: \$2,000,000.00 (Two Million) lawful US Silver Dollars per occurrence, per officer, or agent involved.

Counterfeiting Statute Staple Securities Instruments: \$2,000,000.00 (Two Million) lawful US Silver Dollars per occurrence, per officer, or agent involved.

- (15) **Unlawful Detention or Incarceration:** \$2,000,000.00 (Two Million) lawful US Silver Dollars, per day, per occurrence, per officer, or agent involved.

Incarceration for Civil or Criminal Contempt of Court without lawful, documented-in-law, and valid reason: \$2,000,000.00 (Two Million) lawful US Silver Dollars per day, per occurrence, per officer, or agent involved.

Disrespect by a Judge or Officer of the Court: \$2,000,000.00 (Two Million) lawful US Silver Dollars per occurrence, per officer, or agent involved.

Threat, Coercion, Deception, or Attempted Deception by any Officer of the Court: \$2,000,000.00 (Two Million) lawful US Silver Dollars per occurrence, per officer, or agent involved.

Unnecessary Restraint: \$2,000,000.00 (Two Million) lawful US Silver Dollars, per occurrence, per officer, or agent involved.

Violation of Rights: \$2,000,000.00 (Two Million) lawful US Silver Dollars, per occurrence, per officer, or agent involved.

Refusal of Lawful Bailment as provided by the aforementioned Constitution and/or Honorable "Bill of Rights": \$2,000,000.00 (Two Million) lawful US Silver Dollars per day of confinement, to be prorated by the hour as per Trafficant vs. Florida, per occurrence, per officer, per agent involved.

Coercion or Attempted Coercion of the Natural Man or Woman to take responsibility for the Corporate Strawman against the Natural Man or Woman Secured Party's Will: \$2,000,000.00 (Two Million) lawful US Silver Dollars per occurrence, per officer or agent involved.

The Placing of an Unlawful or Improper Lien, Levy, Impoundments, or Garnishment against any funds, bank accounts, savings accounts, retirement funds, investment funds, social security funds, intellectual property, or any other property belonging to the Natural Man or Woman Secured Party by any agency: \$2,000,000.00 (Two Million) lawful US Silver Dollars per occurrence, and \$100,000.00 (One Hundred Thousand) lawful US Silver Dollars per day penalty until liens, levies, impoundments, and/or garnishments are ended and all funds reimbursed, and all property returned in the same condition as it was when taken, with 18% annual interest upon the Secured Party's declared value of property.

Destruction, Deprivation, Concealment, Defacing, Alteration, or Theft, of Property, including buildings, structures, equipment, furniture, fixtures, and supplies belonging to the Natural Man or Woman Secured Party will incur a penalty of total, new replacement costs of property as indicated by Owner and Secured Party, including but not limited to purchase price and labor costs for locating, purchasing, packaging, shipping, handling, transportation, delivery, set up, assembly, installation, tips and fees, permits, replacement of computer information and data, computer hardware and software, computer supplies, office equipment and supplies, or any other legitimate fees and costs associated with total replacement of new items of the same type, like, kind, and/or quality, and quantity as affected items. The list and description of affected property will be provided by the Owner and Secured Party and will be accepted as complete, accurate, and uncontestable by the agency or representative thereof that caused such action. In addition to the aforementioned cost, there will be a \$200,000.00 (Two Hundred Thousand) lawful US Silver Dollars per day penalty until property is restored in full, beginning on the first day after the incident, as provided by this contract.

CAVEAT

- (16) The aforementioned charges are billing costs deriving from, but not limited to, Uniform Commercial Codes and Fair Debt Collection Practices Act and this contract. These charges shall be assessed against persons, governmental bodies, and corporate entities supra, or any combination thereof when they individually and/or collectively violate my natural and/or civil rights as an American by declaration. The aforementioned Constitution and/or the Honorable "Bill of Rights" establishes jurisdiction for you in your normal course of business. All violations against me, the undersigned, will be assessed per occurrence, per officer, representative, or agent of any agency that is involved in any unlawful action against me.
- (17) By your actions, you shall lack recourse for all claims of immunity in any forum. Your officers' knowing consent and admission of perpetrating known acts by your continued enterprise is a violation of my rights. This **Statute Staple Securities Instrument** exhausts all state maritime Article 1 administrative jurisdictions and protects my Article III court remedies including but not limited to Title 42 U.S.C.A., Title 18 U.S.C.A., Title 28 U.S.C.A., and Title 18 U.S.C., § 242.

IGNORANCE OF THE LAW IS NO EXCUSE!

- (18) I, one Helen V- Washington: Thomas, Free woman, the undersigned, am the principal; and you are the agent! Fail not to adhere to your oath, lest you be called to answer before one God and one Supreme Court Exclusive Original Jurisdiction, which is the court of first and last resort, not excluding my "Good Faith (Oxford) Doctrine" by my conclusive Honorable "Bill of Rights."
- (19) This **Statute Staple Securities Instrument** is not set forth to threaten, delay, hinder, harass, or obstruct, but to protect guaranteed Rights and Protections assuring that at no time my Unalienable Rights are ever waived or taken from me against my will by threats, duress, coercion, fraud, or without my express written consent of waiver. None of the statements contained herein intend to threaten or cause any type of physical or other harm to anyone. The statements contained herein are to notice any persons, whether real or corporate, of their potential, personal, civil, and criminal liability if and when they violate my Unalienable Rights as protected by the original Constitution of 1787, adopted circa 1791, and/or the Honorable "Bill of Rights." A bona fide duplicate of this paperwork is safely archived with those who testify under oath that it is my standard policy to ALWAYS present this notice to any public or private officer attempting to violate me and my rights. It is noted on the record that by implication of said presentment, this notice has been tendered by way of certified mail to SOUTH CAROLINA SECRETARY OF STATE MARK HAMMOND. This is prima facie evidence of your receipt and acceptance of this presentment in both your corporate and individual capacity, jointly and severally for each and all governmental, political, and corporate bodies. Any other individuals who have been, are, or hereafter become involved in the instant actions or any future actions against me shall only correspond to me in writing while

signing under penalty of perjury pursuant but not limited to Title 28 U.S.C.A. § 1746. This document is now on record in the REGISTRAR OF DEEDS office in RICHLAND COUNTY, SOUTH CAROLINA, supra.

SUMMATION

- (20) Should you move against me in defiance of this presentment, there is no immunity from prosecution available to you or to any of your fellow public officers, officials of government, judges, magistrates, district attorneys, clerks, or any other persons who become involved in the instant actions, or any future actions, against me by way of aiding and abetting. Take due heed and govern yourself accordingly. Any or all documents tendered to me, lacking bona fide wet ink signatures or dates per title 18 U.S.C.A. § 513-514, are counterfeit security instruments causing you to be liable in your corporate and individual capacity by fraudulent conveyance now and forevermore. If and when you cause any injury and/or damages to the Natural Man or Woman Secured Party by violating any of the rights, civil rights, privileges, or any terms herein, you agree to voluntarily, with no reservation of rights and defenses, at the written request of the Natural Man or Woman Secured Party, surrender, including but not limited to, any and all bonds, public and/or corporate insurance policies, and CAFR funds as needed to satisfy any and all claims as filed against you by the Natural Man or Woman Secured Party. This applies to any and all agents, or representatives, individually and severally, of the "UNITED STATES" or any of the subdivisions thereof, as described herein.

NOTICE TO AGENT IS NOTICE TO PRINCIPAL AND NOTICE TO PRINCIPAL IS NOTICE TO AGENT

- (21) This document cannot be retracted by any employee, agent, representative, or officer of the court, or any individuals, excluding the Natural Man or Woman Secured Party on this registered document, for one hundred years from the date on this legally binding Statute Staple Securities Instrument.

Attention: All Agents, Representatives, Officers, and/or such, of the "UNITED STATES" or its subdivisions including local, state, federal, and/or international or multinational governments, corporations, agencies, and the like: You have thirty (30) days to rebut any portion of this document, or you stand in total agreement. Non response is agreement. Partial response is agreement. Rebuttal must be in written form with legal/lawful, verified, certified documentation in law, with copies of said law enclosed. This documentation must be provided under penalty of perjury. Notice to Agent is Notice to Principal. Notice to Principal is Notice to Agent. Ignorance of the law is no excuse.

- (22) All other corporations including but not limited to telephone companies, cable companies, utility companies, contractors, builders, maintenance personnel, investors, journeymen, inspectors, law enforcement officers, officers of the court, manufacturers, wholesalers, retailers, and all others, including all persons, are bound by all paragraphs, terms, and conditions herein regardless of nature of limited liability corporations or affiliations as "D/B/As," "A.K.A.s," incorporations, or any types of businesses in commerce as deeded by this securities agreement and decree.
- (23) YOU ARE NOTICED having been given knowledge of the law and your personal financial liability in event of any violations of my rights and/or being. This Statute Staple Securities Instrument now in your hand constitutes timely and sufficient warning by good faith, notice, and grace.
- (24) Dated this 9 day of October, in the year of our Lord, two thousand nine. This contract being of honor is presented under the "Good Faith (Oxford) Doctrine." I accept the Oath of Office of all officers of the court, including but not limited to the clerk of the court; all judges and attorneys from all jurisdictions; all local, state, federal, international law enforcement officers, and all agents of the "UNITED STATES" or any subdivisions thereof.
- (25) Any agent, law enforcement officer, employee, contractor, representative, or the like of the "UNITED STATES" or any of its subsidiaries or sub-corporations, SHALL NOT ENTER, AT ANY TIME, FOR ANY REASON, ANY PROPERTY AT WHICH I AM LOCATED, or LEASE, OWN, or CONTROL, WITHOUT MY EXPRESS WRITTEN PERMISSION. Violation of this notice will be considered criminal trespass and will be subject to a \$2,000,000.00 (Two Million) lawful US Silver Dollar

SUMMATION

- (20) Should you move against me in defiance of this presentment, there is no immunity from prosecution available to you or to any of your fellow public officers, officials of government, judges, magistrates, district attorneys, clerks, or any other persons who become involved in the instant actions, or any future actions, against me by way of aiding and abetting. Take due heed and govern yourself accordingly. Any or all documents tendered to me, lacking bona fide wet ink signatures or dates per title 18 U.S.C.A. § 513-514, are counterfeit security instruments causing you to be liable in your corporate and individual capacity by fraudulent conveyance now and forevermore. If and when you cause any injury and/or damages to the Natural Man or Woman Secured Party by violating any of the rights, civil rights, privileges, or any terms herein, you agree to voluntarily, with no reservation of rights and defenses, at the written request of the Natural Man or Woman Secured Party, surrender, including but not limited to, any and all bonds, public and/or corporate insurance policies, and CAFR funds as needed to satisfy any and all claims as filed against you by the Natural Man or Woman Secured Party. This applies to any and all agents, or representatives, individually and severally, of the "UNITED STATES" or any of the subdivisions thereof, as described herein.

NOTICE TO AGENT IS NOTICE TO PRINCIPAL AND NOTICE TO PRINCIPAL IS NOTICE TO AGENT

- (21) This document cannot be retracted by any employee, agent, representative, or officer of the court, or any individuals, excluding the Natural Man or Woman Secured Party on this registered document, for one hundred years from the date on this legally binding Statute Staple Securities Instrument.

Attention: All Agents, Representatives, Officers, and/or such, of the "UNITED STATES" or its subdivisions including local, state, federal, and/or international or multinational governments, corporations, agencies, and the like: You have thirty (30) days to rebut any portion of this document, or you stand in total agreement. Non response is agreement. Partial response is agreement. Rebuttal must be in written form with legal/lawful, verified, certified documentation in law, with copies of said law enclosed. This documentation must be provided under penalty of perjury. Notice to Agent is Notice to Principal. Notice to Principal is Notice to Agent. Ignorance of the law is no excuse.

- (22) All other corporations including but not limited to telephone companies, cable companies, utility companies, contractors, builders, maintenance personnel, investors, journeymen, inspectors, law enforcement officers, officers of the court, manufacturers, wholesalers, retailers, and all others, including all persons, are bound by all paragraphs, terms, and conditions herein regardless of nature of limited liability corporations or affiliations as "D/B/As," "A.K.A.s," incorporations, or any types of businesses in commerce as deeded by this securities agreement and decree.
- (23) YOU ARE NOTICED having been given knowledge of the law and your personal financial liability in event of any violations of my rights and/or being. This Statute Staple Securities Instrument now in your hand constitutes timely and sufficient warning by good faith, notice, and grace.
- (24) Dated this 9 day of October, in the year of our Lord, two thousand nine. This contract being of honor is presented under the "Good Faith (Oxford) Doctrine." I accept the Oath of Office of all officers of the court, including but not limited to the clerk of the court; all judges and attorneys from all jurisdictions; all local, state, federal, international law enforcement officers, and all agents of the "UNITED STATES" or any subdivisions thereof.
- (25) Any agent, law enforcement officer, employee, contractor, representative, or the like of the "UNITED STATES" or any of its subsidiaries or sub-corporations, SHALL NOT ENTER, AT ANY TIME, FOR ANY REASON, ANY PROPERTY AT WHICH I AM LOCATED, or LEASE, OWN, or CONTROL, WITHOUT MY EXPRESS WRITTEN PERMISSION. Violation of this notice will be considered criminal trespass and will be subject to a \$2,000,000.00 (Two Million) lawful US Silver Dollar

NOTICE TO RICHLAND COUNTY REGISTRAR OF DEEDS CLERK

- (27) Pursuant to Title 18 U.S.C., chapter 101 § 2071(b), "Whoever, having the custody of any such record, proceeding, map, book, document, paper, or other thing, wilfully and unlawfully conceals, removes, mutilates, obliterates, falsifies, or destroys the same, shall be fined under this title or imprisoned not more than three years, or both; and shall forfeit his office and shall be disqualified from holding any office under the United States."

LS: Helen V. Washington: Thomas
Helen V- Washington: Thomas, Secured Party Creditor

Date

State of S.C.)

County of Laurens) SS.

SUBSCRIBED AND AFFIRMED: On this 9 day of October 2009 AD, before me appeared

Helen V- Washington: Thomas

known to me or proved to me on the basis of satisfactory evidence to be the woman whose name is subscribed on this Statute Staple Securities Instrument. Witnessed by my hand and official stamp, signed, sealed, and delivered by hand or by private, registered, or certified mail, drafted by the above Secured Party Creditor with attached property description and definitions.

NS: Benny B.

Signature of Notary Public

NOTARY SEAL

We, the undersigned witnesses, do hereby swear or affirm that it is the policy of Helen V- Washington: Thomas to present this "LEGAL NOTICE AND DEMAND" to all law enforcement officers, agents, or representatives of the "UNITED STATES" anytime that she has any interaction with them.

Miri Ashu El Bey
First Witness Printed Name

Living Location c/o

7 Glen Knoll Ct

Chubb SC
Non-Domestic without the US

Living Location c/o 57 Thornberry Dr.

Columbia SC
Non-Domestic without the US

Living Location c/o 104 Vinewood Drive

Elgin SC
Non-Domestic without the US

1. **Arrest:** Means restricting a man's or woman's right to move about freely without the proper use of a lawful 4th amendment warrant signed by a judge of competent jurisdiction while under oath. This includes unnecessary use of restraint devices, traffic stops, raids, or any other type of interaction, when an officer is presented with and ignores a "Notice and Demand," "Public Servant's Questionnaire," "Right to Travel" Documents, or other documents notifying the officer of the sovereign, lawful rights of the Natural Man or Woman Secured Party, created by God, who is not to be confused with the Corporate Fiction "Strawman" which was created by the state. This includes arrest when a Natural Man or Woman Secured Party is incarcerated for refusing to sign any citation; arrest due to contempt of court when he or she is not violent or a physical threat to the court; arrest by Internal Revenue Service for failure to produce books, records, or other documents; arrest and refusal of Habeas Corpus; arrest for conspiracy of any kind without lawfully documented affidavits from at least three (3) eye witnesses, signed under oath and penalty of perjury.
2. **Illegal Arrest:** Means same as above item #1, "Unlawful Arrest."
3. **Unlawful Detention:** Means restraining a Natural Man or Woman Secured Party's freedom of movement, and/or Right to Travel, against his will for more than sixty (60) seconds without a properly authorized lawful 4th amendment warrant signed by a judge of competent jurisdiction while under oath. This includes routine traffic stops, raids, random identification checks, security checks, only after the officer, agent, or representative has been notified by the Natural Man or Woman Secured Party of his status and after the officer has been given documents to prove said status, along with up to ten (10) minutes for officer to examine said documents.
4. **Unlawful Distraint:** Means seizure or taking of any property that is lawfully owned or in possession of the Natural Man or Woman Secured Party without proper probable cause, and/or due process, and lawful 4th amendment warrant. This includes any seizure by any officer, agent, representative, in any capacity, or relationship with the "UNITED STATES" or any of its agencies, contractors, subdivisions, subsidiaries, or the like.
5. **Lawful 4th Amendment Warrant:** Means a warrant that follows the provisions of the 4th amendment to the original "Constitution for the united States of America." This warrant must not deter from the exact procedures as outlined by the 4th Amendment.
6. **Right to Speedy Trial:** Means trial will commence within 90 days of the date of arrest.
7. **Interstate Detainer:** Means the same as unlawful detainer as when involving a Natural Man or Woman Secured Party and involving more than one agency or state of the corporation, or any representative, agent, or officer who has any agreement with, contract with, or permission to act on behalf of any municipal corporation of the "UNITED STATES" or

any subsidiary or sub-corporation thereof.

8. **Unlawful Restraint:** Means any action by any officer, agent, representative, contractor, associate, officer of the court, or the like, to prevent, coerce, intimidate, hinder, or in any way limit the right of a Natural Man or Woman Secured Party from any type of freedom of legal/ lawful speech, travel, movement, action, gesture, writing, utterance, or enjoyment of any right or privilege that is commonly enjoyed by any member of the public, or any Sovereign.
9. **Freedom of Speech:** Means the right to speak open and plainly without the fear of reprisal. This includes the right of a Natural Man or Woman Secured Party to speak at hearings and trials, before magistrates, judges, and officers of the court, agents, representatives, or the like, of the "UNITED STATES." It also means that no attempt to suppress this right will be made by any officer of the court or of the "UNITED STATES" corporation. No judge or officer of any court or tribunal will threaten contempt of court for free speech by any Natural Man or Woman Secured Party.
10. **US Dollars:** Means the currently recognized medium of exchange as used by the general public at the time of offense, at par value, equal to a one ounce silver dollar equivalent per each dollar unit, as represented in a claim. All claims and damages will be paid at par value as indicated. Par value will be established by written law or the value established by the US MINT, whichever is higher at the time of the offense, for the purchase of an official, one troy ounce, .999 fine silver coin.
11. **Obstruction of Justice:** Means any attempt by any officer of the court or representative of any agency that represents the "UNITED STATES," or any of its subdivisions, agencies, contractors, etc., to deprive, hinder, conceal, coerce, or threaten a Natural Man or Woman Secured Party in an attempt to prevent any and every opportunity to legally/lawfully defend himself by attempting to produce and file lawful documents and or testimony to agents, officers, judges, magistrates, the court, clerk of the court, representatives, or investigators in order to settle any legal/lawful controversy. This also includes any attempt by a judge or officer of the court to hinder the Natural Man or Woman Secured Party from filing, recording, admitting, presenting, discussing, questioning, or using any evidence, document, paper, photographs, audio and/or video recordings, or any other type of evidence that he desires to submit as evidence in any type of court proceeding. The determination of what is evidence and what will be admitted is to be solely determined by the Natural Man or Woman Secured Party. Any evidence will be tried on merits of the lawful content and validity. Any judge or officer of the court who attempts to suppress or dismiss legal or lawful evidence will voluntarily surrender all bonds, insurance, property, corporate property, bank accounts, savings accounts, or any corporate property of value to the Natural Man or Woman Secured Party upon written demand and surrender all rights to and defenses against said property. This also includes evidence that is supported by case law. This includes attempts by any officer of the court to make motions, to issue orders such as gag orders, or to use any other means of keeping information suppressed from the public or the official record. The determination of whether the acts of the court are an attempt to suppress evidence will be solely determined by the Natural Man or Woman Secured Party. This also includes the provision as indicated in item # 18 "Racketeering."
12. **Excessive Bail:** Means any amount of bail set at an unreasonable rate as per the 8th amendment of the "Constitution for the united States of America." This also means bail in excess of the amount of the fine, penalty, or penal sum that is associated with the alleged crime committed. This also means that if a Natural Man or Woman Secured Party has lived as an upstanding member in a community or area for more than one year, works a regular job, or is a member of or involved with a church group, civic group, community enterprise, or can produce at least two affidavits from members of his community or area stating that he is involved with his community, he cannot be held without bail as a flight risk or a threat to society. If the Natural Man or Woman Secured Party can produce at least four (4) affidavits stating that he lives, works, and is involved in his community, or the prior community in which he lived, he must be released on his own recognizance without any bail required. This provision does not apply to anyone charged with rape, murder, or violent crimes.
13. **Cruel and Unusual Punishment:** Means physical violence of any type or form that is used against a Natural Man or Woman Secured Party and that causes invisible or undetectable or visible physical injury, e.g., marks, scrapes, scratches, bruises, abrasion, avulsions, fractures, sprains, restraint marks, dislocations, punctures, cuts, loss of blood, loss of body fluids, etc. This includes any other type of physical stress to the body or any chemically-induced, altered mental state of the Natural Man or Woman Secured Party. This also includes any attempt to incarcerate; restrain; question; detain; withhold food when requested; withhold drink when requested; withhold medications as requested; withhold use of bathroom facilities and supplies when requested; withhold reading and writing materials; withhold communication with friends, family, legal counsel, and religious counsel; withhold legal library and internet access; withhold proper clothing as needed for comfort; withhold blankets when requested; withhold hot and cold water for showers; withhold freedom when requested. This also includes ridicule, coercion, threats, verbal insults, rude and offensive language, veiled threats, or any other type of mental stress or anguish.
14. **Conspiracy:** Means the cooperation of two or more persons working together to restrict, suppress, inhibit, or in any way deprive a Natural Man or Woman Secured Party of any right, benefit, or privilege that would ordinarily be offered by the "Constitution for the united States of America" and the Honorable "Bill of Rights" to any member of the general American public, or to a Sovereign. This also includes the provisions in item # 18, "Racketeering."

15. **Victim:** Means any Natural Man or Woman Secured Party who has received direct damages to himself or his property as the result of an unlawful or illegal act by another.
16. **Victimless Laws:** Means any law that is passed or presumed to be passed that creates a violation of law in which no Natural Man or Woman has been damaged. This includes any statute, ordinance, regulation, policy, or color of law provision. These types of laws will not be used in any action, of any kind, against any Natural Man or Woman Secured Party.
17. **Aiding and Abetting:** Means the efforts of any officer, agent, or representative of the "UNITED STATES" or officer of the court to assist another of the same to hinder, coerce, restrict, resist, suppress, or deprive in any way, a Natural Man or Woman Secured Party from receiving any and all rights, benefits, or privileges, as provided by the "Constitution for the united States of America," and/or the Honorable "Bill of Rights," or that would normally be offered to the general American public, or to a Sovereign. This also includes the provisions as provided in item # 18 "Racketeering" and suppression of evidence.
18. **Racketeering:** Means any attempt by any two or more officers of the corporation to restrict, suppress, coerce, manipulate, inhibit, or in any way deprive a Natural Man or Woman Secured Party from receiving every right, benefit, or privilege that is outlined by the "Constitution for the united States of America," and/or the Honorable "Bill of Rights." This also includes any effort by the officers of the court to hinder in any way the introduction of evidence, law, facts, affidavits, statements, witness testimony, or any information that is considered relevant by the Natural Man or Woman Secured Party, or any attempt to prevent a jury from hearing this evidence. This also includes any attempt to prevent this evidence from being heard in a public forum and before any and all members of the general public, as many as can be accommodated by the main courtroom. All hearings, tribunals, or trials will be held in a public place; and any and all members of the general public will be allowed to attend, without restriction. This also includes questioning and/or interrogation by police officers before, during, and after an arrest.
19. **Federal Zone:** Means any land, property, building, area, zone, 911 zone, or postal zone that is presumed to be within the territorial jurisdiction of the "UNITED STATES" or any of its representatives as defined herein. This does not include any land, property, building, structure, dwelling, area, zone that is held by deed, title, warranty deed, contract, or any written or verbal agreement, or any such thing by a Natural Man or Woman Secured Party who is located outside of THE DISTRICT OF COLUMBIA and WASHINGTON, D.C. proper. All privately held properties of any type that are being held by any Natural Man or Woman Secured Party are excluded from any federal zone or any jurisdiction of any representatives of the "UNITED STATES" or any of its territories. This is fact and may be presented in any court by affidavit of any Natural Man or Woman Secured Party of interest involved in any interaction with the "UNITED STATES" or any of its representatives, as outlined in this contract.
20. **State:** Means any of the forty-eight areas known as states of the "united States of America" which is not the same as the "UNITED STATES" corporation. These forty-eight states are designated by Upper and Lower Case spelling of the name of each state, vs. UPPER CASE spelling. The ALL UPPER CASE NAME denotes a STATE that is a part of the "UNITED STATES" corporation, whereas the spelling of the Upper and Lower Case Name denotes that it is not a part of the "UNITED STATES." This will be determined by the Natural Man or Woman Secured Party as a condition of this contract. The Natural Man or Woman Secured Party will also determine whether or not his state is a part of the jurisdiction of the "UNITED STATES"; and his decision shall not be challenged by any representative of the "UNITED STATES." The Natural Man or Woman Secured Party will determine if the alleged offense occurred within the limits of the "UNITED STATES." A violation of this provision will be Unlawful Determination and punishable as indicated by this contract agreement.
21. **Trespassing/Trespass:** Means the entry into or onto the domain, property, residence, area, location, grounds, dwellings, buildings, barns, sheds, factories, warehouses, garages, shops, caves, structures, lands, storage areas, tunnels, automobiles, trucks, safe houses, underground shelters, automobiles, motor vehicles, recreational vehicles, boats, planes, trains, ships, containers, vans, heavy equipment, farm implements, culverts, driveways, trees, yards, real property, real estate, land, etc., of the Natural Man or Woman Secured Party without his express written permission, or without a lawfully executed (4th) amendment warrant. Any and all agents or representatives of the corporation will fully and completely observe any and all protections as outlined in the "Constitution for the united States of America" and/or the Honorable "Bill of Rights." Any personal property that is damaged, lost, stolen, or misplaced, etc., will be recoverable as indicated in this Notice and Demand document. I solemnly swear and affirm that I do not have any illegal contraband on my property; I have never had any illegal contraband on or around my property and never will. Any contraband, if it is found on my property, would have been placed there by the officers or agents during the time of trespass. I simply do not allow it on my property. Contraband or illegal items if they are found in a search do not belong to me and may not be used in any attempt in any claim against me. Any and all officers, agents, and representatives of the corporation will be held individually liable for the full amount of damages as outlined in this Notice and Demand document for trespassing.
22. **Natural Man or Woman Secured Party:** Means any flesh and blood, living, breathing Man or Woman, created by God, who notifies any representative of the corporation, verbally or in writing, that he is a Sovereign, Non "UNITED STATES" corporate citizen, free man or free woman, and not subject to the jurisdiction of the corporation or any of its representatives. This is not to be confused with the Fictitious Legal Entity that was created by the state and is

represented by an ALL CAPITAL LETTER NAME. Any attempt to notify any officer, agent, or representative of the status of the Natural Man or Woman Secured Party will be sufficient notice. Sufficient notice will be determined by oath, statement, or affidavit by the Natural Man or Woman Secured Party; and the validity of such will not be challenged by any officer of the court.

23. **County or City:** Means any subdivision of any state of the "United States of America." This subdivision excludes any jurisdiction, zone, or territory of the "UNITED STATES" corporation that is described by the Natural Man or Woman Secured Party in ALL CAPITAL LETTERS. Any dispute over any errors contained in spelling or grammar will be resolved at the discretion of the Natural Man or Woman Secured Party and will not be challenged by any representative of the corporation.
24. **Agency, Entity, Department, Subdivision, Subsidiary, Contractor, Employee, Inspector, Investigator, Organization, Officer, Agent, Authorized Representative, Policeman, Participant:** Means any person, corporation, or entity of any kind which works for, is compensated all or in part by, receives funds from, collects funds for, contracts with, receives any benefit from, receives any privilege from, participates with, has allegiance to, or in any way has a relationship with the "UNITED STATES" or any of its subsidiaries, sub-corporations, departments, or agencies, etc.
25. **Contract:** Means any agreement in writing that has been offered for review and acceptance by another party wherein the offering party has ten (10) days or more, or as stipulated in the contract, to review, respond, accept, or rebut any provisions of the contract as indicated in the contract. Non response on the part of the receiving party or agent of the receiving party will be a lawful offer and acceptance of all the terms and conditions contained in said contract. Rebuttal by the receiving party of any provision of the contract by any other means than is indicated in the contract will be non response. Return of the contract unopened and/or without review will be acceptance of all conditions of said contract. Recording the contract with the clerk of court or any public records officer will be a lawful offer and notification and will be presentment to all officers of the court in that state or county. **Notice to Agent is Notice to Principal. Notice to Principal is Notice to Agent.**
26. **False Imprisonment:** Means any attempt by any officer of the court or corporation to incarcerate any Natural Man or Woman Secured Party against his will and/or against any and all protections of the laws and provisions of the "Constitution for the United States of America" and/or the Honorable "Bill of Rights".
27. **Representative:** Means any agent, agency, department, officer, investigator, entity, subsidiary, sub-corporation, contractor, employee, inspector, individual, or corporation that has any affiliation or association with, collects or distributes funds for, does any task for, receives any benefit or privilege from, of, or for the "UNITED STATES." This includes anyone or anything that represents the interests of, or is being funded by, or receives funds from, or has any attachment to the "UNITED STATES" or any of its subdivisions or sub-corporations.
28. **Corporation:** Means any representative, agency, sub-corporation, contractor, or any person or entity that is employed by, receives or distributes funds for, receives any benefit or privilege from, or has any relationship of any kind with the "UNITED STATES" corporation.
29. **Interpretation:** Means if any conflict arises concerning the definition of any of the terms and/or conditions of this contract, the conflict concerning the meaning of the term or condition will be decided by the Natural Man or Woman Secured Party. His decision will be final and not subject to review or argument. No liability or penalty will be incurred by the Natural Man or Woman Secured Party due to his interpretation of such terms and or conditions.
30. **Corporate Capacity:** Means acting for, or on behalf of, a corporation, or government entity, while under law or color of law.
31. **Legal Counsel:** Means anyone that a Natural Man or Woman Secured Party chooses to have as legal assistance of counsel, whether counsel is licensed or not, or a member of the Bar Association. Counsel may assist, represent, speak on behalf of, write cases for, or perform any act in or out of court for the Natural Man or Woman Secured Party without any hindrance, threat, prosecution, charge, repercussion, etc., from any officer of the court, or representative of the "UNITED STATES" corporation, or any representative, officer, or agent thereof.
32. **Abuse of Authority:** Means anyone who denies, withholds, refuses, deprives, limits, inhibits, counteracts, conceals any right, benefit, protections, or privilege, as protected by the "Constitution for the United States of America" and/or the Honorable "Bill of Rights." This includes arrest or detainment without documented evidence that a lawful crime has been committed by the Natural Man or Woman Secured Party. This includes use of restraint devices on a Natural Man or Woman Secured Party and/or physical abuse that makes or does not make any marks, scars, cuts, abrasions, or the like. This also includes denial of lawful Due Process, Habeas Corpus, Excessive Bail, Unlawful Arrest, Unlawful Detention, or the like, as outlined in this contract.
33. **Verbal Abuse:** Means the use of offensive and/or threatening, spoken words, body language, and non-verbal gestures or actions by any representative of the corporation as defined herein upon a Natural Man or Woman Secured Party. If a controversy arises about an incident, the version told by the Natural Man or Woman Secured Party will be accepted as truth and will not be contested.

34. **Assault and Battery with Weapon:** Means any actual, threatened, or perceived use of any weapons, by any representative of the "UNITED STATES" corporation, against the Natural Man or Woman Secured Party, that creates an atmosphere of fear for the Natural Man or Woman Secured Party. This includes non lethal weapons such as tasers, stun guns, mace, pepper spray, any chemical used to incapacitate, rubber bullets, shock force weapons, electronic weapons, or any other type of weapon that may be used to control or to create fear. If a conflict arises about the events, the version told by the Natural Man or Woman Secured Party will be accepted as truth and will not be contested.
35. **Unfounded Accusations:** Means any accusation, charge, or claim, civil or criminal or in admiralty, that is alleged or made by any representative of the "UNITED STATES" corporation as defined herein that is not proven by written, documented evidence presented under oath and penalty of perjury by an authorized agent or representative of the corporation. The accuser has eight (8) hours to provide said documents to be reviewed and to put them into the possession of the Natural Man or Woman Secured Party; and failure to do so will be Unfounded Accusations and subject to the penalties contained herein.
36. **Encroachment:** Means to invade, intrude, or in any way prevent a Natural Man or Woman Secured Party the full and complete use of property, including trespass or impeding ingress or egress to the property of a Natural Man or Woman Secured Party; and to limit the ability of a Natural Man or Woman Secured Party to freely access, claim, hold, possess, use, convey, sell, rent, lease, barter, exchange, or in any way make full and unfettered use of his property. This includes the application of unlawful liens and encumbrances of any and all property including wages; salaries; stocks; bonds; bank accounts (foreign or domestic); savings accounts; contents of safety deposit boxes; gold; silver; notes; insurance funds; annuities; retirement accounts; social security benefits; motor vehicles; automobiles; recreational vehicles; land; real estate; homes; structures; roads; driveways; personal property of any kind that is held by title, deed, contract, lease, agreement (written or verbal), or is in possession of a Natural Man or Woman Secured Party. This includes, but is not limited to, traffic stops; searches of vehicles; home invasion; confiscation of any lawful property owned by, in possession of, or under the control of the Natural Man or Woman Secured Party.
37. **Assault and Battery without a Weapon:** Means the verbal abuse or physical contact, of any kind, upon a Natural Man or Woman Secured Party without his express voluntary written consent. If a conflict arises about the facts involving the incident, the version as told by the Natural Man or Woman Secured Party will be accepted as truth, without question, and will not be contested.
38. **Abuse of Due Process:** Means any action against a Natural Man or Woman Secured Party, when said action does not abide by all the rights and defenses contained in or represented by the "Constitution for the united States of America" and/or the Honorable "Bill of Rights." This includes any charge, or claim, civil or criminal, or in admiralty, that is alleged or made by any representative of the "UNITED STATES" corporation.
39. **Denial of Due Process:** Means any attempt by any officer of the court and or corporation to deny, deprive, restrict, prevent, or in any way inhibit the proper Due Process to any Natural Man or Woman Secured Party as outlined in the "Constitution for the united States of America" and/or the Honorable "Bill of Rights." Any public law, statute, regulation, ordinance, home rule, etc., that is incompatible with the aforementioned Constitution and/or Honorable "Bill of Rights" is null and void and will not be used in any action against any Natural Man or Woman Secured Party.
40. **Unlawful Detainer:** Means any attempt by any officer of the court or representative of the corporation to arrest, check, hinder, delay, possess, hold, keep in custody, restrain, retard, stop, withhold a Natural Man or Woman Secured Party without affording him every protection as outlined by the "Constitution for the united States of America" and/or the Honorable "Bill of Rights." Any public law, statute, regulation, ordinance or the like will be null and void and will not be used in any action in which a Natural Man or Woman Secured Party is involved.
41. **Reckless Endangerment:** Means any attempt by any officer of the court or corporation as defined herein to endanger, attempt or threaten to attempt to endanger the life or property of any Natural Man or Woman Secured Party. This includes dangerous driving in a car, use or threatened use of lethal or non lethal weapons or chemicals, improper use of restraint devices, use of restraint devices on a non-combative Natural Man or Woman Secured Party. If a conflict arises as to whether, or not reckless endangerment has occurred, the version of the Natural Man or Woman Secured Party will be considered as truth.
42. **Failure to Respond:** Means any attempt by any officer or representative of the corporation to ignore, inhibit, withhold, delay, or deny a request for information from a Natural Man or Woman Secured Party.
43. **Failure to Charge within Forty Eight (48) Hours:** Means any attempt by any officer or representative of a corporation to delay, inhibit, prevent, or in any way stop a Natural Man or Woman Secured Party from being lawfully charged by the court within forty-eight (48) hours of arrest.
44. **Failure to Identify:** Means any time a Natural Man or Woman Secured Party has interaction with any officer or representative of the court or corporation, the officer or representative must, upon request of the Natural Man or Woman Secured Party, provide proper identification, written proof of authority, state what his business is with the Natural Man or Woman Secured Party, complete a "Public Servant's Questionnaire" in advance of arrest or detention, provide

documentation properly identifying the officer or respondeat superior's name and contact information, and any other relevant information as requested by the Natural Man or Woman Secured Party. The officer may not detain the Natural Man or Woman Secured Party for more than ten (10) minutes while he obtains and provides this information.

45. **Counterfeiting Statute Staple Securities Instruments:** Means any attempt by any officer or representative of a corporation to copy, duplicate, replicate any document that has "Statute Staple Securities Instrument" typed, printed, or hand written anywhere on the document, without the express, written, voluntary permission of the document's owner who is the Natural Man or Woman Secured Party who filed said document in the public record, or is in possession of said document, or who is the maker of said document. If a dispute about permission to duplicate arises, the statements of the Natural Man or Woman Secured Party will be accepted as fact without question and will not be contested.
46. **Coercion or Attempt to Coerce:** Means any attempt by any officer or representative of a corporation to threaten, intimidate, deprive, conceal, or in any way prevent a Natural Man or Woman Secured Party from receiving and/or enjoying any right or privilege that is granted, outlined, or secured by the "Constitution for the united States of America" and/or the Honorable "Bill of Rights," or allow another to do so.
47. **Purchase Price:** Means the new replacement costs of items of property at the time of replacement. This includes locating, packing, shipping, handling, delivery, set up, installation, and any other fee associated with total replacement of property.
48. **Destruction of Property:** Means any alteration, damage, deprivation, defacing, removing, changing, breaking, separating, removing parts from, erasing of files from, throwing, shooting, kicking, stomping, smashing, crushing, or the like of any property belonging to or in possession of the Natural Man or Woman Secured Party.
49. **Deprivation of Rights or Property:** Means the concealment of, keeping from, hiding of, obstructing of any rights, property, or privileges that are outlined or protected by the "Constitution for the united States of America" and/or the Honorable "Bill of Rights."
50. **Concealment:** Means withholding or keeping information that should normally be revealed, about property and/or rights from a Natural Man or Woman Secured Party. This includes keeping evidence or law from a jury that could favorably alter the outcome of a case to the benefit of the Natural Man or Woman Secured Party. No officer of any court or representative of any corporation may conceal any law and/or any evidence of any kind that is considered relevant by the Natural Man or Woman Secured Party, and/or fail to disclose any law that benefits the Natural Man or Woman Secured Party.
51. **Defacing:** Means the changing or altering the appearance of an item. This also includes changing or altering the meaning of laws, rights, property, documents, or any other thing that has value as determined by the Natural Man or Woman Secured Party.
52. **Constitution:** Means, for the purpose of this contract, "The Constitution for the united States of America" circa 1791, as opposed to the "Constitution of the UNITED STATES" corporation circa 1868.
53. **Bill of Rights:** Means, for the purposes of this contract, the original, Honorable "Bill of Rights" circa 1791.
54. **Rights and Defenses:** Means one's legal and/or lawful right and/or ability to defend himself in any action. Upon agreement, the defendant in an action may give up his right to defend himself in a given action. This includes tacit agreement or agreement by default; and the Natural Man or Woman Secured Party is never the defendant.
55. **Willingly:** Means that a Natural Man or Woman Secured Party is in full knowledge, understanding, agreement, and full consent, at all times, without fear of reprisal, threat, or coercion, during any interaction in which he is involved with any agent, officer, or representative of any court or corporation, including incorporated governments.
56. **Individual Capacity:** Means acting on one's behalf to do a thing. The officer, representative, agent, or the like may be acting under law or color of law and go outside of the capacity of the law and take on a personal liability.
57. **Artificial Person:** Means a fictitious entity that was created by the state for transacting commerce. This Artificial Man or Strawman is represented by the ALL CAPITAL LETTER NAME that appears to be spelled the same as the name of the Natural Man or Woman and the Natural Man or Woman Secured Party. When the Artificial Person is used in commerce by the Natural Man or Woman Secured Party, it is a transmitting utility.
58. **Agreement:** Means any contract which is expressed in writing by letters or marks, or expressed orally in spoken words or utterances by a Natural Man or Woman Secured Party. Any question of any agreement or contract will be resolved by an affidavit from the Natural Man or Woman Secured Party. His affidavit will be considered fact in any action or dispute, without question by any officer, agent, or representative of any corporation including incorporated governments.
59. **Unlawful Determination:** Means any statement, speech, gesture, writing, presentment, or the like that suggests an idea that negatively represents the character, actions, plans, procedures, customs, ways of a Natural Man or Woman Secured Party, or group of Natural Men or Women Secured Parties, that is not proven by documented, authorized,

certified, evidence, on and for the record under penalty of perjury. This includes off color statements, accusations, or remarks by a judge or other officer of the court and any other representative of any corporation including incorporated governments.

60. **Statute Staple Securities Instrument:** Means an edict or proclamation from a Natural Man or Woman Secured Party.
61. **Clerk of the Public Record:** Means any clerk who records or files documents in the public record who is employed by a city, county, state, municipality, federal government, and/or international, multi-national, or multi-jurisdictional corporation, including incorporated governments.
62. **Public Record:** Means any document or record that is filed or recorded into the public record by the Natural Man or Woman Secured Party. For example, when this document is recorded at a Registrar of Deeds Office, it becomes a public record.
63. **Presumption:** Means legal assumption or inference that places the burden of proof or burden of production on the other party, but never on the Natural Man or Woman Secured Party. No presumption shall prevail against the Natural Man or Woman Secured Party without lawful, documented evidence that supports the presumption which is certified by the officers of the court, on and for the record under penalty of perjury.
64. **Unalienable Rights:** Means Natural Rights given by God as acknowledged by the Law of Nations and incorporated into the "Bill of Rights," such as, but not limited to, Right to Bear Arms; Freedom of Speech; Right to Trial by a Jury of one's Peers; Right to Due Process; Right of Habeas Corpus; Right to be Exempt from Levy as a Natural Man or Woman Secured Party Creditor; Right to be Secure in One's Private Papers and Effects.
65. **Right to Travel:** Means the right to freely move about and/or control any type of craft by whatever means, via land, sea, or air, without any interference by any officer, agent, employee, attorney, or judge that in any manner willfully causes adverse affects or damages upon the Natural Man or Woman Secured Party by an arrest, inhibition, detainment, restraint, deprivation, prevention, etc.
66. **Disrespect:** Means anything said or written to any Natural Man or Woman Secured Party, about him or his, that he does not like, including body language, or anything that makes him or any reasonable man uncomfortable or fearful.
67. **The Placing or Filing of an Unlawful Lien, Levy, Garnishment, or Attachment:** Means any attempt by any officer, agent, or representative of a corporation to place a lien, levy, garnishment, or attachment on the property or collateral of a Natural Man or Woman Secured Party, herein referred to as Secured Party. Any said officer, agent, or representative must first prove his authority to do so by lawfully documented evidence, furnishing all documents, forms, and papers as necessary to prove his authority to do so to a neutral, three (3) Notary Panel, hereinafter referred to as The Panel, selected by the Secured Party. Said officer, agent, or representative must guarantee in writing that the officer, agent, or representative signing said documents will be personally liable for any damages due to his unlawful and/or illegal actions. He must supply bonds or other lawful funds to be held in trust by The Panel until The Panel determines if any actions of the officer, agent, or representative have violated any laws or caused damage to the Secured Party. The Panel will have the sole power to determine if any damage has occurred and will release the funds according to The Panel's adjudication. The decision of The Panel will be final with no recourse. The surety bonds and/or funds held in escrow by The Panel must be at least four (4) times the estimated value of the property that is liened, levied, garnished, or attached. The assessment of value will be recorded via affidavit by the Secured Party and delivered to The Panel. The Panel's determination and the assessment thereof will be accepted as truth without question or recourse. Said officer, agent, or representative agrees to surrender, including, but not limited to, any and all surety bonds, public and/or corporate insurance policies, CAFR funds, or corporate property as needed to satisfy any and all claims and/or assessments as filed against said officer, agent, or representative by the Secured Party. Said officer, agent, or representative agrees that any and all property or collateral with a current or existing lien will remain in the custody and control of the Secured Party until such time as a determination has been made by a jury of twelve of the Secured Party's Peers as defined herein. In the event that a jury of twelve of the Peers cannot be convened or has not been convened within sixty (60) days from the date of the order of the lien, levy, attachment, or garnishment, any action against the Secured Party shall be dismissed with prejudice; and every lien, levy, attachment, or garnishment shall be released within ten (10) days and all property rights restored, unencumbered. The officer, agent, or representative who has authorized said lien, levy, attachment, or garnishment agrees to surrender any and all surety bonds, public and/or corporate insurance policies, CAFR funds, or corporate property as needed to satisfy any and all claims and/or assessments as filed against said officer, agent, or representative by the Secured Party.
68. **Peer:** Means a Natural Man or Woman Secured Party who has recorded into the public record documents to prove his sovereign status.
69. **Ignore:** Means to refuse or in any way to deny a lawful request by the Natural Man or Woman Secured Party to have an officer, agent, or representative provide completed legal documents.

70. **Natural Man or Woman:** Means a flesh and blood, living, breathing, biological man or woman created by God, as represented by the Upper and Lower Case Name, including "Natural Man or Woman," or "Real Man," or "Real Woman," or "Real Man/Woman." This is not to be confused with the Fictitious Legal Entity that was created by the STATE and that is represented by the ALL CAPITAL LETTER NAME.
71. **DEBTOR:** Means the Fictitious Legal Entity that was created by the STATE and that is represented by the ALL CAPITAL LETTER NAME.

EXHIBIT 2

Appellant's Notice of Removal and Notice of Entry of Third Party Intervention

In Propria Persona
Thomas, Helen Valencia
[3002 Knightsbridge Rd
Columbia, SC [29223]

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF RICHLAND

DOCKET NO. 2012-CP-40-00009

[DEUTSCHE BANK NATIONAL TRUST
COMPANY AS TRUSTEE FOR SOUNDVIEW
HOME LOAN TRUST 2006-1 ASSET-BACKED
CERTIFICATES, SERIES 2006-1]

NOTICE OF REMOVAL

Plaintiff,

vs.

HELEN VALENCIA THOMAS (Corporate Person)
Washington-Thomas, Helen Valencia (All Natural Person) and
DARREL ANTONIO THOMAS (Corporate Person)
Thomas, Darrel Antonio (All Natural Person) et al

Defendant(s)

RICHLAND COUNTY
FILED
2015 JAN -2 PM 3:03
JEANETTE H. JOHNSON
C.C.P. & C.S.

NOTICE OF REMOVAL

PLEASE TAKE NOTICE that this is a NOTICE OF REMOVAL from this Court to the UNITED STATES DISTRICT COURT DISTRICT OF SOUTH CAROLINA for the following reasons:

1. Violation of Constitutional Rights as a Private Citizen
2. There is a conflict between the Rule of Law and the Rule of Equity.
3. Title 12 USC has never been ratified.

For the reasons listed above, this Case has been removed mainly to protect our Constitutional and Civil Rights so that we can invoke an Article 3 Court with a Jury Trial or an Exclusives Equity Court.

BY: Helen Valencia
Thomas, Helen Valencia UCC 1-308
3002 Knightsbridge Rd
Columbia, SC [29223]

BY: Thomas Darrel Antonio
Thomas, Darrel Antonio UCC 1-308
3002 Knightsbridge Rd
Columbia, SC [29223]

Dated this 2 day of January, 2015.

13 - 18819

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF RICHLAND

DOCKET NO. 2012-CP-40-00009

[DEUTSCHE BANK NATIONAL TRUST
COMPANY AS TRUSTEE FOR SOUNDVIEW
HOME LOAN TRUST 2006-1 ASSET-BACKED
CERTIFICATES, SERIES 2006-1]

NOTICE OF REMOVAL

Plaintiff,

vs.

HELEN VALENCIA THOMAS (Corporate Person)
Washington-Thomas, Helen Valencia (All Natural Person) and
DARREL ANTONIO THOMAS (Corporate Person)
Thomas, Darrel Antonio (All Natural Person) et al

Defendant(s)

CERTIFICATE OF SERVICE

For the claim is with the knowledge we have sent a copy of the NOTICE OF
REMOVAL, by Certified Mail Return Receipt Requested, to the following location(s)
on this 2 day of January, in the year 2015:

Chad W. Burgess, SC Bar No. 72520
Brock & Scott, PLLC
Westpark Center
3800 Fernandina Road Suite 110
Columbia, SC 29210

BY:

Helen Valencia

Thomas, Helen Valencia UCC 1-308
3002 Knightsbridge Rd
Columbia, SC [29223]

BY:

Darrel Antonio Thomas

Thomas, Darrel Antonio UCC 1-308
3002 Knightsbridge Rd
Columbia, SC [29223]

Dated this 2 day of January, 2015.

RICHLAND COUNTY
FILED
2015 JAN -2 PM 3:03
JERAMIE W. JOHNSON
C.C.P. & C.S.

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF RICHLAND

DOCKET NO. 2012-CP-40-00009

AFFIDAVIT FOR NOTICE OF REMOVAL

For the claim is with the knowledge we, Washington Thomas, Helen Valencia and Thomas, Darrel Antonio, have given true and correct statements in the AFFIDAVIT FOR NOTICE OF REMOVAL under Penalty of Perjury.

"We declare under penalty of perjury that the foregoing is true and correct.

Executed on this 2 day of January 2015.

By: Thomas Darrel Antonio
Thomas, Darrel Antonio

By: Thomas Helen Valencia
Thomas, Helen Valencia

IN WITNESS WHEREOF, I have here unto set my hand and seal on

2 day of January, 2015.

By: Thomas Darrel Antonio
Thomas, Darrel Antonio

By: Thomas Helen Valencia
Thomas, Helen Valencia

Before me, the undersigned authority in the County of Richland in the State of South Carolina, personally appeared Thomas, Darrel Antonio and Thomas, Helen Valencia, who has sworn to and subscribed before me this 2 day of January, 2015.

Wanda Y. Hart
NOTARY PUBLIC
My Commission Expires: May 14, 2017

RICHLAND COUNTY
FILED
2015 JAN -2 PM 3:03
JEANNE T. W. HOSKINS
C.C.P. & C.S.

In Propria Persona
Thomas, Helen Valencia
[3002 Knightsbridge Rd
Columbia, SC [29223]]

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF RICHLAND

DOCKET NO. 2012-CP-40-00009

[DEUTSCHE BANK NATIONAL TRUST
COMPANY AS TRUSTEE FOR SOUNDVIEW
HOME LOAN TRUST 2006-1 ASSET-BACKED
CERTIFICATES, SERIES 2006-1]

Plaintiff(s)

vs.

HELEN VALENCIA THOMAS (Corporate Person)
Thomas, Helen Valencia (All Natural Person), and
DARREL ANTONIO THOMAS (Corporate Person)
Thomas, Darrel Antonio (All Natural Person) et al

Defendant(s),

Notice of Entry of Third
Party Intervention
Cestui Que Private

RICHLAND COUNTY
FILED
JANET W. MORRIS
CLERK
JAN 11 AM - 12 PM
3:03

Notice of Entry of Third Party Intervention

Cestui Que Private Citizen

This is a Notice of Entry of Third Party Intervention as Cestui Que Private Citizens (a friend of the court) Thomas, Helen Valencia and Thomas, Darrel Antonio. We are the Agents, Beneficiaries/Owners of the Defendants listed above as HELEN VALENCIA THOMAS and DARREL ANTONIO THOMAS. We are not sureties for the Defendants, HELEN VALENCIA THOMAS and DARREL ANTONIO THOMAS and will assume no liability for the Defendants.

BY: Helen Valencia
Thomas, Helen Valencia UCC 1-308
3002 Knightsbridge Rd
Columbia, SC [29223]

BY: Darrel Antonio
Thomas, Darrel Antonio UCC 1-308
3002 Knightsbridge Rd
Columbia, SC [29223]

Dated this 2 day of January, 2012.

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF RICHLAND

DOCKET NO. 2012-CP-40-00009

[DEUTSCHE BANK NATIONAL TRUST
COMPANY AS TRUSTEE FOR SOUNDVIEW
HOME LOAN TRUST 2006-1 ASSET-BACKED
CERTIFICATES, SERIES 2006-1]

Plaintiff(s)

Notice of Entry of Third
Party Intervention

vs.

Cestui Que Private

HELEN VALENCIA THOMAS (Corporate Person)
Thomas, Helen Valencia (All Natural Person), et al
DARREL ANTONIO THOMAS (Corporate Person)
Thomas, Darrel Antonio (All Natural Person) et al

Defendant(s)

CERTIFICATE OF SERVICE

For the claim is with the knowledge we have sent a copy of the NOTICE OF
ENTRY OF THIRD PARTY INTERVENTION CESTUI QUE PRIVATE CITIZEN,
by Certified Mail Return Receipt Requested, to the following location(s) on this
2 day of January, in the year 2015:

CC: Chad W. Burgess, SC Bar No. 72520
Brock & Scott, PLLC
Westpark Center
3800 Fernandina Road Suite 110
Columbia, SC 29210

BY: Thomas, Helen Valencia
Thomas, Helen Valencia UCC 1-308
3002 Knightsbridge Rd
Columbia, SC [29223]

BY: Thomas Darrel Antonio
Thomas, Darrel Antonio UCC 1-308
3002 Knightsbridge Rd
Columbia, SC [29223]

Dated this 2 day of January, 2015.

RICHLAND COUNTY
FILED
2015 JAN -2 PM 3:03
JEANETTE W. HUBBARD
C.C.P. & C.S.

EXHIBIT 3

Report and Recommendation
and Order Remanding case to
South Carolina State Court

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA

Deutsche Bank National Trust Company	)	C/A No.: 3:15-23-CMC-SVH
as Trustee for Soundview Home Loan	)	
Trust 2006-1 Asset-Backed Certificates,	)	
Series 2006-1,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	REPORT AND RECOMMENDATION
	)	
Helen Valencia Thomas, Corporate	)	
Person, Washington-Thomas, Helen	)	
Valencia, all natural person; Darrel	)	
Antonio Thomas, Corporate Person,	)	
Thomas, Darrel Antonio, all Natural	)	
Person,	)	
	)	
Defendants.	)	
	)	

Helen Valencia Washington-Thomas and Darrel Antonio Thomas (“Defendants”),¹ proceeding pro se, filed a notice of removal that purports to remove a mortgage foreclosure action filed in the Court of Commons Pleas in Richland County, South Carolina, Case No. 2012-CP-40-00009. [ECF No. 1 at 1]. After review of the pleadings, the undersigned finds that this case should be remanded because the court lacks subject matter jurisdiction.

I. Factual and Procedural Background

Defendants purport to remove a state foreclosure action associated with property located at 3002 Knightsbridge Rd, Columbia, SC 29223. [ECF No. 1 at 1]. Defendants’

¹ In the caption, Defendants list variances of their names and make a distinction between corporate and natural identities. However, there is no showing that any defendant is a corporate entity.

pleadings do not contain copies of the state court complaint and service documents or cite or discuss the allegations in the state court complaint.² Instead, in support of removal, Defendants assert that they have a federal defense to the state foreclosure proceedings based on the following federal question. Specifically, the notice of removal states:

Has Title 12 USC been ratified? If not, then would make this Foreclosure from whence this case was established be considered unconstitutional since it has never been codified to ensure that it does not violate the U.S. Constitution and/or the Declaration Bill of Rights?

[ECF No. 1 at 3].

II. Discussion

A. Authority to Remand

This case has been referred to the undersigned pursuant to 28 U.S.C. § 636 and Local Civil Rule 73.02(B)(2) (D.S.C.). There is a split of authority as to whether a magistrate judge has the authority to remand a matter to state court. At least one court in this district has addressed the issue in a published opinion and held that a magistrate judge did not have such authority. *See Long v. Lockheed Missiles & Space Co., Inc.*, 783 F.Supp. 249, 250 (D.S.C. 1992). Many federal circuit courts, addressing this matter in published opinions, have reached a similar result, holding that an order to remand is dispositive. *See Williams v. Beemiller, Inc.*, 527 F.3d 259, 264–66 (2d Cir. 2008); *Vogel v. U.S. Office Prods. Co.*, 258 F.3d 509, 514–17 (6th Cir. 2001); *In re U.S. Healthcare*, 159 F.3d 142, 145–46 (3d Cir. 1998). In light of the unsettled state of the law within this district as to whether remands are considered dispositive, a report and recommendation

² The undersigned notes that there is no indication that Plaintiff or the underlying state court has been served with Defendants' Notice of Removal.

has been prepared in this case. *See Jonas v. Unisun Ins. Co.*, No. 00-1217, 2000 WL 1350648, at *1 (4th Cir. Sept. 20, 2000) (noting that the Fourth Circuit “has not addressed whether a magistrate judge may issue an order of remand”).

B. Analysis

The removal statute, 28 U.S.C. § 1441, allows a state court defendant to remove a case to a federal district court, if the state court action could have been originally filed there. *See Darcangelo v. Verizon Commc'ns, Inc.*, 292 F.3d 181, 186 (4th Cir. 2002). Generally, a case can be originally filed in a federal district court if there is diversity of citizenship under 28 U.S.C. § 1332 or there is federal question jurisdiction under 28 U.S.C. § 1331. Various federal courts have held that removal statutes are to be construed against removal jurisdiction and in favor of remand. *See, e.g., Cheshire v. Coca-Cola Bottling Affiliated, Inc.*, 758 F. Supp. 1098, 1102 (D.S.C. 1990) (collecting cases); *Bellone v. Roxbury Homes, Inc.*, 748 F. Supp. 434, 436 (W.D. Va. 1990). A federal court should remand the case to state court if there is no federal subject matter jurisdiction evident from the face of the notice of removal and any state court pleadings provided. *Ellenburg v. Spartan Motor Chassis, Inc.*, 519 F.3d 192, 196 (4th Cir. 2008). Thus, *sua sponte* remand is available under appropriate circumstances.³

Although the court was not provided a copy of the state court complaint, the only basis for removal contained in the Notice of Removal and the attachments thereto is Defendants' assertion that a question regarding the ratification of Title 12 of the United

³ The undersigned expresses no opinion at this time whether procedural defects in the removal would provide a basis for remand upon a properly-filed motion by Plaintiff.

States Code provides them with a defense to the underlying action.⁴ Such an allegation is not sufficient to provide this court with subject matter jurisdiction. It is well-settled that a federal defense to a complaint based entirely on state law, such as a mortgage foreclosure complaint, does not provide a federal court with removal jurisdiction. *See Metropolitan Life Ins. Co. v. Taylor*, 481 U.S. 58, 63 (1987). The Supreme Court has held that “a case may not be removed to federal court on the basis of a federal defense, . . . even if the defense is anticipated in the plaintiff’s complaint, and even if both parties admit that the defense is the only question truly at issue in the case.” *Franchise Tax Bd. of Cal. v. Construction Laborers Vacation Trust for Southern Cal.*, 463 U.S. 1, 14 (1983). Because Defendants have not set forth a proper basis for federal subject matter jurisdiction, this removal is improper. Accordingly, this matter should be remanded to state court.

III. Conclusion and Recommendation

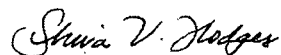
For the foregoing reasons, the undersigned recommends that the district judge remand this matter to the Court of Common Pleas of Richland County, South Carolina. Because this is only a recommendation, the Clerk of Court shall not immediately certify this matter to the Court of Common Pleas for Richland County. If both parties in this case fail to file written objections to this Report and Recommendation within fourteen days

⁴ To the extent any other basis for federal jurisdiction exists, Defendants have failed to provide “a short and plain statement of the grounds for removal.” 28 U.S.C. § 1446(a); *see Ellenburg*, 519 F.3d at 199–200 (finding that the “short and plain statement” language contained in 28 U.S.C. § 1446(a) is deliberately parallel to the notice pleading language found in Fed. R. Civ. P. 8(a) and therefore requires a similar pleading standard); *Skeens v. Alpha Natural Resources, Inc.*, 583 F. App’x 200, 201–02 (4th Cir. 2014) (finding that the district court lacked subject matter jurisdiction over a complaint that that neglected to indicate the states of the corporate defendants’ principal place of business).

after this document is filed, or, if either party files written objections to this Report and Recommendation within fourteen days after this document is filed, the Office of the Clerk of Court, at the end of the fourteen day period, shall forward the case file and any objections to a United States District Judge for a final disposition.

IT IS SO RECOMMENDED.

January 16, 2015
Columbia, South Carolina



Shiva V. Hodges
United States Magistrate Judge

**The parties are directed to note the important information in the attached
“Notice of Right to File Objections to Report and Recommendation.”**

Notice of Right to File Objections to Report and Recommendation

The parties are advised that they may file specific written objections to this Report and Recommendation with the District Judge. Objections must specifically identify the portions of the Report and Recommendation to which objections are made and the basis for such objections. “[I]n the absence of a timely filed objection, a district court need not conduct a de novo review, but instead must ‘only satisfy itself that there is no clear error on the face of the record in order to accept the recommendation.’” *Diamond v. Colonial Life & Acc. Ins. Co.*, 416 F.3d 310 (4th Cir. 2005) (quoting Fed. R. Civ. P. 72 advisory committee’s note).

Specific written objections must be filed within fourteen (14) days of the date of service of this Report and Recommendation. 28 U.S.C. § 636(b)(1); Fed. R. Civ. P. 72(b); *see* Fed. R. Civ. P. 6(a), (d). Filing by mail pursuant to Federal Rule of Civil Procedure 5 may be accomplished by mailing objections to:

Robin L. Blume, Clerk
United States District Court
901 Richland Street
Columbia, South Carolina 29201

Failure to timely file specific written objections to this Report and Recommendation will result in waiver of the right to appeal from a judgment of the District Court based upon such Recommendation. 28 U.S.C. § 636(b)(1); *Thomas v. Arn*, 474 U.S. 140 (1985); *Wright v. Collins*, 766 F.2d 841 (4th Cir. 1985); *United States v. Schronce*, 727 F.2d 91 (4th Cir. 1984).

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
COLUMBIA DIVISION

Deutsche Bank National Trust Company	)	C/A NO. 3:15-0023-CMC-SVH
as Trustee for Soundview Home Loan Trust	)	
2006-1 Asset-Backed Certificates, Series 2600-1,	)	
	)	
Plaintiff,	)	
	)	OPINION and ORDER
v.	)	
	)	
Helen Valencia Thomas, Corporate Person,	)	
Washington-Thomas, Helen Valencia, all natural	)	
person; Darrel Antonio Thomas, Corporate Person,	)	
Thomas, Darrel Antonio, all Natural Person,	)	
	)	
Defendants.	)	

This matter is before the court on Defendants' *pro se* Notice of Removal filed in this court on January 5, 2015.

In accordance with 28 U.S.C. § 636(b) and Local Civil Rule 73.02 (B)(2)(e), DSC, this matter was referred to United States Magistrate Judge Shiva V. Hodges for pre-trial proceedings and a Report and Recommendation ("Report"). On January 16, 2015, the Magistrate Judge issued a Report recommending that the matter be remanded to the Richland County Court of Common Pleas as this court lacks subject matter jurisdiction. The Magistrate Judge advised the Defendants of the procedures and requirements for filing objections to the Report and the serious consequences if they failed to do so. Defendants filed objections to the Report on January 28, 2015.

The Magistrate Judge makes only a recommendation to this court. The recommendation has no presumptive weight, and the responsibility to make a final determination remains with the court. *See Mathews v. Weber*, 423 U.S. 261 (1976). The court is charged with making a *de novo* determination of any portion of the Report of the Magistrate Judge to which a specific objection is made. The court may accept, reject, or modify, in whole or in part, the recommendation made by

the Magistrate Judge or recommit the matter to the Magistrate Judge with instructions. *See* 28 U.S.C. § 636(b).

The court has conducted a *de novo* review of the record, the applicable law, the Report and Recommendation of the Magistrate Judge, and Defendants' objections. The court agrees with the conclusions of the Magistrate Judge. Accordingly, the court adopts and incorporates the Report and Recommendation by reference in this Order.

Defendants' objections seek to establish subject matter jurisdiction by providing a ground for removal other than that provided in the original Notice of Removal. However, "[c]ourts have no discretion to permit amendments furnishing new allegations of a jurisdictional basis." *Wood v. Crane Co.*, 764 F.3d 316, 323 (4th Cir. 2014). Accordingly, this matter is remanded to the Richland County Court of Common Pleas. The Clerk shall ensure that a copy of this Opinion and Order is served on counsel for Plaintiff.

IT IS SO ORDERED.

s/ Cameron McGowan Currie
CAMERON MCGOWAN CURRIE
SENIOR UNITED STATES DISTRICT JUDGE

Columbia, South Carolina
February 3, 2015

EXHIBIT 4

Appellant's motion for request
of production and declaration

In Propria Persona
Thomas, Helen Valencia
3002 Knightbridge Rd
Columbia, SC 29223

2015 MAR -9 PM 2:06
FILED
RICHLAND COUNTY
JEANETTE M. HENDON
C.C.P. & G.S.

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF RICHLAND

DOCKET NO.: 2012-CP-40-00009

DEUTSCHE BANK NATIONAL TRUST
COMPANY AS TRUSTEE FOR SOUNDVIEW
HOME LOAN TRUST 2006-1 ASSET-BACKED
CERTIFICATES, SERIES 2006-1]

MOTION FOR REQUEST OF
PRODUCTION

Plaintiff,

vs.

HELEN VALENCIA THOMAS (Corporate Person) and
DARREL ANTONIO THOMAS (Corporate Person) et al

MOTION FOR REQUEST OF PRODUCTION

I, Thomas, Helen Valencia, a living woman, Executor, Beneficial Owner and Grantor of HELEN VALENCIA THOMAS is making a Special Limited Visitation to make a Special Deposit into Case No.: 2012-CP-40-00009. This Special Deposit's Bond Number is RR 663 085 247 US. This Special Deposit is to invoke a Court of Equity because there is no remedy in the Court of Law.

This Special Deposit is being used to ensure fairness among all parties involved. Therefore, I am moving this Court for the Request of Productions, from the Plaintiff, under the Bank Secrecy Act of 1970, to establish admissible evidence on the Court of Record.

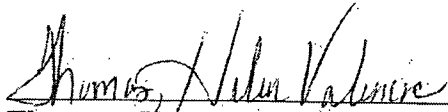
I am requesting the following Production to be presented within 15 days of the receipt of this Special Deposit:

1. Please provide a copy of the preliminary change of title and ownership form as a sale and purchase agreement at closing.
2. Please provide a copy of the CMRI, currency money report instrument log.
3. Please provide a copy of the source of funding at escrow. Who is the source bank? Who is the target bank?
4. Please provide the call reports (RCN, RCP) outstanding loan must be reported as income}.

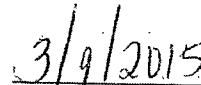
13- 18819

5. Please provide an IRS Form 8281 and a 1099 OID.
6. Please provide a copy of the statement that you should have filed declaring that the property is a foreclosure property (in Probate or on a tax return)?
7. Please provide a copy of the tax return declaring that the property is a Remic Real Estate Investment Trust?
8. Please provide proof that Capital Gain Taxes was paid on the note?
9. Please provide copy of Capital Transfer Tax paid before closing.

BY:



Thomas, Helen Valencia UCC 1-308
3002 Knightbridge Rd
Columbia, SC [29223]


Date

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

IN THE COURT OF COMMON PLEAS
DOCKET NO.:

2015 MAR -9 PM 2:06
JANETTE W. MCBRIDE
C.C.P. & G.S.
RICHLAND COUNTY
FILED

DECLARATION

I, Thomas, Helen Valencia, a living woman, the Donor, Settler, and Grantor, declares that this Special Deposit is for the Motion for Request of Production from DEUTSCHE BANK NATIONAL TRUST COMPANY. The right to request for Production comes under the Bank Secrecy Act of 1970, and the purpose for obtaining this information is to promote fairness among all parties involved and to invoke a Court of Equity in Case Number 2012-CP-40-00009. This is no longer a debtor creditor relationship; it is now a Trust relationship.

"We declare under penalty of perjury that the foregoing is true and correct.

Executed on March 9, 2015. BY: Thomas, Helen Valencia
Thomas, Helen Valencia (Grantor)

WITNESSES:

BY: Jack Clark

PRINT NAME: Jack Clark DATE: 3/9/15

BY: Joel Washington

PRINT NAME: Joel Washington DATE: 3/9/2015

Subscribe and sworn to (or affirmed) before me on this 9 day of March, 2015, by Thomas, Helen Valencia (Grantor), proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Wanda G. Mart
(Signature of Notary Public)
(Seal)

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF RICHLAND

DOCKET NO.: 2012-CP-40-00009

[DEUTSCHE BANK NATIONAL TRUST
COMPANY AS TRUSTEE FOR SOUNDVIEW
HOME LOAN TRUST 2006-1 ASSET-BACKED
CERTIFICATES, SERIES 2006-1]

MOTION FOR REQUEST OF
PRODUCT

Plaintiff,

vs.

HELEN VALENCIA THOMAS (Corporate Person) and
DARREL ANTONIO THOMAS (Corporate Person) et al

PROOF OF SERVICE

I, Thomas, Helen Valencia (Grantor), a living woman, certify that I am of such age and discretion to be competent to serve papers.

That on the 9 day of March, 2015, I have served a copy of the documents listed below, by Certified Mail, sent to each of the following persons at the locations stated below, which is the last known location, and by depositing said envelope and contents in the U.S Mail.

Documents: -Motion for Request of Production
 -Declaration for Special Deposit Motion for Request of
 Production
 -Proof of Service

Party(ies) Served:

Chad W. Burgess, SC Bar No. 72520
BROCK & SCOTT, PLLC
Westpark Center, 3800 Fernandina Road, Suite 110
Columbia, SC 29210

DEUTSCHE BANK NATIONAL TRUST COMPANY
60 Wall Street
New York, NY

BY: Thomas, Helen Valencia
Thomas, Helen Valencia UCC 1-308
3002 Knightbridge Rd
Columbia, SC [29223]

9 March 2015
Date

EXHIBIT 5

Appellant's Requests for Admissions

In Propria Persona
Thomas, Helen Valencia
3002 Knightbridge Rd
Columbia, SC 29223

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF RICHLAND

DOCKET NO.: 2012 CP 4000 009.

[DEUTSCHE BANK NATIONAL TRUST
COMPANY AS TRUSTEE FOR SOUNDVIEW
HOME LOAN TRUST 2006-1 ASSET-BACKED
CERTIFICATES, SERIES 2006-1]

REQUEST FOR ADMISSIONS

Plaintiff,

vs.

HELEN VALENCIA THOMAS (Corporate Person) and
DARREL ANTONIO THOMAS (Corporate Person) et al

REQUEST FOR ADMISSIONS

You are requested to admit or deny within 30 days after service to this
Request for Admission that:

1. Admit that the Original Lender never filed a Preliminary Change of Title and Ownership form prior to closing.
2. Admit that the Original Lender never paid taxes on the NOTE that I signed.
3. Admit that the NOTE that I signed has been endorsed with Pay to the Order Of on the Front or Back of the NOTE after it was notarized.
4. Admit that the NOTE was converted and securitized.
5. Admit that I, HELEN VALENCIA THOMAS, was a Legal Fiction at Closing but was not informed.
6. Admit that Black Law Dictionary for Straw Man states, "Straw man or party. A "front"; a person who is put up in name only to take part in a deal. Nominal party to a transaction; one who acts as an agent for another for the purpose of taking title to real property and executing whatever documents and instruments the principal may direct respecting the property. Person who purchases property for another to conceal identity of real purchaser."

7. Admit that Senate Document # 43; SENATE RESOLUTION NO. 62 (Pg 9, Para 2) April 17, 1933, states "The ultimate ownership of all property is in the State; individual so-called "ownership" is only by virtue of Government, i.e., law, amounting to mere user; and use must be in accordance with law and subordinate to the necessities of the State."
8. Admit that no consideration was given for the Property, but it was a transfer of credits from my signature, in which the lender lead me to believe that it was a loan.
9. Admit that you were given a Request for Productions under the Bank Secrecy Act of 1970 and have not provided the information.
10. Admit that you are a Debt Collector and has no way to verify the debt because you do not have any Original paperwork.
11. Admit that you have not reported my Outstanding Loan Account as required as income.
12. Admit that you did purchase default insurance in case I defaulted on my loan.
13. Admit that you were charging me for Private Mortgage Insurance along with my payments.

As stated in the beginning, you are requested to admit or deny within 30 days after receipt of this Request for Admission. Any item that you deny must have proof to support your denial. If any item is incomplete, it will be deemed as you have admitted it. The admission information will be used for evidence in any Court.

BY: Thomas Helen Valencia
Thomas, Helen Valencia UCC 1-308
3002 Knightbridge Rd
Columbia, SC [29223]

3 April 2015
Date

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF RICHLAND

DOCKET NO.: 2012 CP 400 0009

[DEUTSCHE BANK NATIONAL TRUST
COMPANY AS TRUSTEE FOR SOUNDVIEW
HOME LOAN TRUST 2006-1 ASSET-BACKED
CERTIFICATES, SERIES 2006-1]

REQUEST FOR ADMISSIONS

Plaintiff,

vs.

HELEN VALENCIA THOMAS (Corporate Person) and
DARREL ANTONIO THOMAS (Corporate Person) et al

PROOF OF SERVICE

I, Thomas, Helen Valencia (Grantor), a living woman, certify that I am of such age and discretion to be competent to serve papers.

That on the 3 day of April, 2015, I have served a copy of the documents listed below, by Certified Mail, sent to each of the following persons at the locations stated below, which is the last known location, and by depositing said envelope and contents in the U.S Mail.

Documents: -Request for Admission
 -Proof of Service

Party(ies) Served:

Chad W. Burgess, SC Bar No. 72520
BROCK & SCOTT, PLLC
Westpark Center, 3800 Fernandina Road, Suite 110
Columbia, SC 29210

DEUTSCHE BANK NATIONAL TRUST COMPANY
60 Wall Street
New York, NY

BY: Thomas, Helen Valencia
Thomas, Helen Valencia UCC 1-308
3002 Knightbridge Rd
Columbia, SC [29223]

3 April 2015
Date

In Propria Persona
Thomas, Helen Valencia
3002 Knightbridge Rd
Columbia, SC 29223

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF RICHLAND

DOCKET NO.: 2012 CP 400 0009

[DEUTSCHE BANK NATIONAL TRUST
COMPANY AS TRUSTEE FOR SOUNDVIEW
HOME LOAN TRUST 2006-1 ASSET-BACKED
CERTIFICATES, SERIES 2006-1]

PLAINTIFF'S FAILURE TO
RESPOND TO REQUEST OF
PRODUCTION

Plaintiff,

vs.

HELEN VALENCIA THOMAS (Corporate Person) and
DARREL ANTONIO THOMAS (Corporate Person) et al

PLAINTIFF'S FAILURE TO RESPOND TO REQUEST OF PRODUCTION

I, Thomas, Helen Valencia, a living, breathing, self-aware woman, Executor, Beneficiary and Grantor of and dba HELEN VALENCIA THOMAS. Please take Notice that the Plaintiff has failed to respond to my Request of Production. In my Request for Production I specified that they had 15 days to provide the information that I was seeking. The information that I was seeking was nothing that was overbearing, it was just a matter of forwarding copies of what they had on Record. The significance of this request was to establish whether or not the Plaintiff had standing in the Court, since the Plaintiff had seemed to skip pass standing and went to the Merit of the Case. As far as the Merit of the Case, the Plaintiff has only shown a presumption of evidence, but as of today the Plaintiff has not shown any proof of standing in this Court, for example standing in this Court would mean Plaintiff showing the damage that has arisen from my default loan and that they are owners of the Note as they have failed to do in many cases throughout the United States. Showing the evidence of a Note and Mortgage is not proof that they own a Note and Mortgage.

The Plaintiff failure to provide the information in the Request of Production will be considered as evidence on the Record of the Court of failing to comply with the Bank Secrecy Act of 1970.

BY: Thomas, Helen Valencia
Thomas, Helen Valencia UCC 1-308
3002 Knightbridge Rd
Columbia, SC [29223]

3 April 2015
Date

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

IN THE COURT OF COMMON PLEAS
DOCKET NO.:

AFFIDAVIT OF FACT
REGARDING REQUEST OF PRODUCTION

I, Thomas, Helen Valencia, a living, breathing, self-aware woman, Executor, Beneficiary and Grantor of and dba HELEN VALENCIA THOMAS is communicating to you by way of an Affidavit of Fact Regarding the Request of Production. I, Thomas, Helen Valencia, a living, breathing, self-aware woman depose and say that:

1. Plaintiff's did not respond to my Request of Production nor did they request for an extension.

"We declare under penalty of perjury that the foregoing is true and correct.
Executed on 3 April, 2015. BY: Thomas, Helen Valencia".
Thomas, Helen Valencia (Grantor)

WITNESSES:

BY: Joel Washington

PRINT NAME: Joel Washington DATE: 4/3/2015

BY: Jack Clark

PRINT NAME: Jack Clark DATE: 4/3/15

Subscribe and sworn to (or affirmed) before me on this 3 day of April,
2015, by Thomas, Helen Valencia (Grantor), proved to me on the basis of
satisfactory evidence to be the person(s) who appeared before me.

Wanda J. Clark
(Signature of Notary Public)
(Seal)

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF RICHLAND

DOCKET NO.:

[DEUTSCHE BANK NATIONAL TRUST
COMPANY AS TRUSTEE FOR SOUNDVIEW
HOME LOAN TRUST 2006-1 ASSET-BACKED
CERTIFICATES, SERIES 2006-1]

PLAINTIFF'S FAILURE TO
RESPOND TO REQUEST OF
PRODUCTION

Plaintiff,

vs.

HELEN VALENCIA THOMAS (Corporate Person) and
DARREL ANTONIO THOMAS (Corporate Person) et al

PROOF OF SERVICE

I, Thomas, Helen Valencia (Grantor), a living woman, certify that I am of such age and discretion to be competent to serve papers.

That on the 3 day of April, 2015, I have served a copy of the documents listed below, by Certified Mail, sent to each of the following persons at the locations stated below, which is the last known location, and by depositing said envelope and contents in the U.S Mail.

Documents: -Plaintiff's Failure to Respond to Request of Production
 -Affidavit of Fact Regarding Request of Production
 -Proof of Service

Party(ies) Served:

Chad W. Burgess, SC Bar No. 72520
BROCK & SCOTT, PLLC
Westpark Center, 3800 Fernandina Road, Suite 110
Columbia, SC 29210

DEUTSCHE BANK NATIONAL TRUST COMPANY
60 Wall Street
New York, NY

BY: Thomas, Helen Valencia
Thomas, Helen Valencia UCC 1-308
3002 Knightbridge Rd
Columbia, SC [29223]

3 April 2015
Date

EXHIBIT 6

Appellant's objection to
Plaintiff's motion for summary
judgment, 1st motion to dismiss,
and accompanying documents

In Propria Persona
Thomas, Helen Valencia
3002 Knightbridge Rd
Columbia, SC 29223

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF RICHLAND

DOCKET NO.: 2012-CP-40-00009

[DEUTSCHE BANK NATIONAL TRUST
COMPANY AS TRUSTEE FOR SOUNDVIEW
HOME LOAN TRUST 2006-1 ASSET-BACKED
CERTIFICATES, SERIES 2006-1]

OBJECTION TO
PLAINTIFF'S MOTION
FOR SUMMARY JUDGMENT

Plaintiff,

vs.

HELEN VALENCIA THOMAS (Corporate Person) and
DARREL ANTONIO THOMAS (Corporate Person) et al

Defendant(s)

OBJECTION TO PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT

I, Thomas, Helen Valencia, a living, breathing, self-aware woman is the Executor, Beneficiary and Grantor of the TRUST (HELEN VALENCIA THOMAS), objects to the Plaintiff's Request for Summary Judgment because 95% of all Mortgage Lenders or Servicers do not have Standings to Foreclose. What has been happening is the Mortgage Company and Banks has been coming into Court producing Notes and Mortgages signed by the Borrowers knowing very well that they do not have Standings to Foreclose, which is only circumstantial evidence and not facts before the Court because it is insufficient for a motion to dismiss or for summary judgment. (Trinsey v. Pagliaro, D.C. Pa. 1964, 229 F. Supp. 647.-

"Statements of counsel in brief or in argument are not facts before the court and are therefore insufficient for a motion to dismiss or for summary judgment." "Where there are no depositions, admissions, or affidavits the court has no facts to rely on for a summary determination.") The Plaintiff must establish that they have standing to foreclose besides just producing a copy of a signed Note, Mortgage and a

verified statement of account, in which the person who signed it is not able to appear in court to prove anything. As in most cases the person that signs with a Title does not even have that Title. All of this is a violation of my Unalienable Rights.

BY: Thomas, Helen Valencia
Thomas, Helen Valencia UCC 1-308
3002 Knightbridge Rd
Columbia, SC [29223]

21 April 2015
Date

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF RICHLAND

DOCKET NO.: 2012-CP-40-00009

[DEUTSCHE BANK NATIONAL TRUST
COMPANY AS TRUSTEE FOR SOUNDVIEW
HOME LOAN TRUST 2006-1 ASSET-BACKED
CERTIFICATES, SERIES 2006-1]

OBJECTION TO
PLAINTIFF'S MOTION
FOR SUMMARY JUDGMENT

Plaintiff,

vs.

HELEN VALENCIA THOMAS (Corporate Person) and
DARREL ANTONIO THOMAS (Corporate Person) et al

Defendant(s)

PROOF OF SERVICE

I, Thomas, Helen Valencia, a living woman, certify that I am of such age and discretion to be competent to serve papers.

That on the 21 day of April, 2015, I have served a copy of the documents listed below, by Certified Mail, sent to each of the following persons at the locations stated below, which is the last known location, and by depositing said envelope and contents in the U.S Mail.

Documents: -Objection to Plaintiff's Motion for Summary Judgment
 -Proof of Service

Party(ies) Served:

Chad W. Burgess, SC Bar No. 72520
BROCK & SCOTT, PLLC
Westpark Center, 3800 Fernandina Road, Suite 110
Columbia, SC 29210

DEUTSCHE BANK NATIONAL TRUST COMPANY
60 Wall Street, New York, NY

BY: Thomas, Helen Valencia
Thomas, Helen Valencia UCC 1-308
3002 Knightbridge Rd
Columbia, SC [29223]

21 April 2015
Date

In Propria Persona
Thomas, Helen Valencia
3002 Knightbridge Rd
Columbia, SC 29223

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF RICHLAND

DOCKET NO.: 2012-CP-40-00009

[DEUTSCHE BANK NATIONAL TRUST
COMPANY AS TRUSTEE FOR SOUNDVIEW
HOME LOAN TRUST 2006-1 ASSET-BACKED
CERTIFICATES, SERIES 2006-1]

MOTION TO DISMISS

Plaintiff,

vs.

HELEN VALENCIA THOMAS (Corporate Person) and
DARREL ANTONIO THOMAS (Corporate Person) et al

Defendant(s)

MOTION TO DISMISS

I, Thomas, Helen Valencia, a living, breathing, self-aware woman is the Executor, Beneficiary and Grantor of the TRUST (HELEN VALENCIA THOMAS), moves this Court to dismiss this Foreclosure Action with prejudice due to the following reasons:

1. Plaintiffs have hired a Foreign Agent to represent them in this case.
2. Chad W. Burgess (SC Bar No. 72520) of, BROCK & SCOTT, PLLC, is a Foreign Agent under Subsection 22 Section 611.
3. This foreign agent disregards the Constitution of the United States and Supreme Court Decision which is the supreme law of the land. (See Memorandum Support of this Statement)
4. Foreign agent as counsel for DEUTSCHE BANK NATIONAL TRUST COMPANY are only intercoursing propaganda because the foreign principal it works for is contradictory to the United States Constitution, Supreme Court Rulings, which also points to violation of the Alien Registration Act.
5. The Attorney has failed to file proper papers to identify himself as a foreign agent according to the Foreign Registration Act.

6. Based upon the Constructive Trust Case No. 2012-CP-40-00009, I am the
Executor, Beneficiary and Grantor.

In Conclusion due to Plaintiffs Attorney violation of the Foreign Registration Act, I
move this Court to Dismiss this Case with Prejudice.

"I declare under penalty of perjury that the foregoing is true and correct.

Executed on April 21, 2015. BY: Thomas, Helen Valencia".
Thomas, Helen Valencia

WITNESSES:

BY: Jack Clark

PRINT NAME: Jack Clark DATE: 4/21/15

BY: Joel Washington

PRINT NAME: Joel Washington DATE: 4/21/2015

Subscribe and sworn to (or affirmed) before me on this 21 day of April,
2015, by Thomas, Helen Valencia, proved to me on the basis of satisfactory
evidence to be the person(s) who appeared before me.

Wanda Y. Yfart
(Signature of Notary Public)

(Seal)

**MEMORANDUM FOR SUPPORT OF THIS FOREIGN AGENT DISREGARDS
THE CONSTITUTION OF THE UNITED STATES AND SUPREME COURT
DECISION WHICH IS THE SUPREME LAW OF THE LAND**

1. The Attorney is a Foreign Agents under Subsection 22 Section 611.
 - a. Attorneys (Foreign Agents) are working for a foreign principle known as the "Bar"
 - b. BAR = British Accreditation Registry
2. Attorneys (Foreign Agents) disregard the Bill of Right of the Constitution.
 - a. Example, Foreclosure proceedings avoids or denies giving the homeowner due process of law.
3. The Supreme Court has rules that no state can give license to practice law, as in "The practice of law is an occupation of common right." A bar card is not a license; it's a dues card and/or membership card. A bar association is that what it is, a club, an association is not license, it has a certificate through the State, the two are not the same...
 - a. Yet somehow the Bar association has infiltrated the entire Judicial System, but it doesn't change the fact that they are foreign agents.
 - b. They give False and Misleading Statements referring that they have a license the practice law.
 - c. The Attorney (Foreign Agents) Firm may have a license to operate as a business, through its name but not a license to practice law, as in the case as a doctor would have license to practice medicine by the state
4. My pleading must be read liberally and cannot be dismiss for failure to state a claim. Haines v. Kerner (92 S.Ct. 594).
 - a. The Attorney (Foreign Agents) has advised DEUTSCHE BANK NATIONAL TRUST COMPANY to have this case Dismiss.
5. It is treason to disregard a Federal Law, or a Supreme Court Case. Howlett v. Rose, 496 U.S. 356 (1990) Federal Law and Supreme Court Cases apply to State Court Cases.
 - a. Time and time again Attorneys (Foreign Agents) have ignored Supreme Court Decision that has an effect on Federal and State Cases, just to defend their clients.

BY: Thomas, Helen Valencia
Thomas, Helen Valencia UCC 1-308
3002 Knightbridge Rd
Columbia, SC [29223]

21 April 2015
Date

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF RICHLAND

DOCKET NO.: 2012-CP-40-00009

[DEUTSCHE BANK NATIONAL TRUST
COMPANY AS TRUSTEE FOR SOUNDVIEW
HOME LOAN TRUST 2006-1 ASSET-BACKED
CERTIFICATES, SERIES 2006-1]

MOTION TO DISMISS

Plaintiff,

vs.

HELEN VALENCIA THOMAS (Corporate Person) and
DARREL ANTONIO THOMAS (Corporate Person) et al

Defendant(s)

PROOF OF SERVICE

I, Thomas, Helen Valencia, a living woman, certify that I am of such age and discretion to be competent to serve papers.

That on the 21 day of April, 2015, I have served a copy of the documents listed below, by Certified Mail, sent to each of the following persons at the locations stated below, which is the last known location, and by depositing said envelope and contents in the U.S Mail.

Documents: -Motion to Dismiss
 -Memorandum of Support
 -Proof of Service

Party(ies) Served:

Chad W. Burgess, SC Bar No. 72520
BROCK & SCOTT, PLLC
Westpark Center, 3800 Fernandina Road, Suite 110
Columbia, SC 29210

DEUTSCHE BANK NATIONAL TRUST COMPANY
60 Wall Street, New York, NY

BY:

Thomas, Helen Valencia
Thomas, Helen Valencia UCC 1-308
3002 Knightbridge Rd
Columbia, SC [29223]

Date

21 April 2015

In Propria Persona
Thomas, Helen Valencia
3002 Knightbridge Rd
Columbia, SC 29223

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF RICHLAND

DOCKET NO.: 2012-CP-40-00009

[DEUTSCHE BANK NATIONAL TRUST
COMPANY AS TRUSTEE FOR SOUNDVIEW
HOME LOAN TRUST 2006-1 ASSET-BACKED
CERTIFICATES, SERIES 2006-1]

[PROPOSED] ORDER GRANTING
DEFENDANTS' MOTION TO
DISMISS

Plaintiff,

vs.

HELEN VALENCIA THOMAS (Corporate Person) and
DARREL ANTONIO THOMAS (Corporate Person) et al

Defendant(s)

[PROPOSED] ORDER GRANTING DEFENDANTS' MOTION TO DISMISS

This matter came before the Court on _____, 2015 on the
Motion of the Defendant, Thomas, Helen Valencia and Thomas, Darrel Antonio, to
Dismiss.

Defendants have moved this Court for an order granting them Motion to
Dismiss. In support of their motion Defendants submitted the Motion to Dismiss.

Upon reviewing this information, the Court concludes that the case may be
decided on Motion to Dismiss.

THEREFORE it is this ____ day of _____, 2015,
ORDERED that Defendants' Motion to Dismiss is granted; and it is further
ORDERED that this action is DISMISSED with PREJUDICE.

IT IS SO ORDERED!

Joseph M. Strickland, Master-in-Equity

_____, 2015
Richland, South Carolina

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF RICHLAND

DOCKET NO.: 2012-CP-40-00009

[DEUTSCHE BANK NATIONAL TRUST
COMPANY AS TRUSTEE FOR SOUNDVIEW
HOME LOAN TRUST 2006-1 ASSET-BACKED
CERTIFICATES, SERIES 2006-1]

[PROPOSED] ORDER
GRANTING DEFENDANTS'
MOTION TO DISMISS

Plaintiff,

vs.

HELEN VALENCIA THOMAS (Corporate Person) and
DARREL ANTONIO THOMAS (Corporate Person) et al

Defendant(s)

PROOF OF SERVICE

I, Thomas, Helen Valencia, a living woman, certify that I am of such age and discretion to be competent to serve papers.

That on the 21 day of April, 2015, I have served a copy of the documents listed below, by Certified Mail, sent to each of the following persons at the locations stated below, which is the last known location, and by depositing said envelope and contents in the U.S Mail.

Documents: -Proposed Order Granting Defendants Motion to Dismiss
 -Proof of Service

Party(ies) Served:

Chad W. Burgess, SC Bar No. 72520
BROCK & SCOTT, PLLC
Westpark Center, 3800 Fernandina Road, Suite 110
Columbia, SC 29210

DEUTSCHE BANK NATIONAL TRUST COMPANY
60 Wall Street, New York, NY

BY:

Thomas, Helen Valencia
Thomas, Helen Valencia UCC 1-308
3002 Knightbridge Rd
Columbia, SC [29223]

Date

21 April 2015

EXHIBIT 7

Appellant's "Judicial Notice"

Thomas, Helen Valencia
c/o 3002 Knightbridge Rd
Columbia, SC 29223

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

IN THE COURT OF COMMON PLEAS

T

Deutsche Bank National Trust Company,
As Trustee for Soundview Home Loan Trust
2006-1, Asset-Backed Certificates, Series 2006-1

Plaintiff,

-vs-

HELEN VALENCIA THOMAS

Defendant(s).

CASE NO. 2012-CP-40-00009
JUDICIAL NOTICE

PURSUANT TO: 48 CFR
Ch. 1.53.228
For DEPOSIT Opt. Forms 90, 91
& SF 28

“JUDICIAL NOTICE”

Comes now, Thomas, Helen Valencia , in proper person, and hereby seeks to place upon the record in this Court her **Judicial Notice** in the above called/styled/titled civil action for reasons set out herein below, and shows the Court as follows; **ALL PARTIES ARE HEREBY NOTICED:**

Alleged Defendants in the above called/styled/titled civil action File # 2012-CP-40-00009, bring this **Judicial Notice** to cause the court **to take Judicial Notice** of the following:

1. File the ORIGINAL copy of this “Judicial Notice”, in the evidence file and present to Judge for execution.

FOR DEPOSIT, PURSUANT TO 48 Civil Federal Rules²

¹ Black's law dictionary 8th edition page 471 “Deposit” 3.5 under civil law [Cases: Bailment 2. C.J.S. Bailments §§ 5, 14, 16-18]. also [1. C.J.S. Bailment §§ 1. C.J.S. Bailment §§ 2-13, 15, 19, 22-24, 31.]

2 Reference: <http://www.access.gpo.gov/cgi-bin/cfrassemble.cgi?title=200348>

2. Find attached herein forms for HELEN VALENCIA THOMAS:

1. Optional form 90 (Release of Lien on Real Property),
2. Optional form 91 (Release of Personal Property),
3. Standard form 28 (Affidavit of Individual Surety),
4. Birth Certificate #: 139-70-016386

for "Deposit" and the closure, for the record and, for the release of all personal and real property and, all bonds of performance *nunc pro tunc* to 2015 related to the aforementioned surety

Dated this 1 day of May 2015

By: Thomas, Helen Valencia
Thomas, Helen Valencia, Registered Owner

MEMORANDUM OF LAW

48 CFR Ch. 1 53.228 Bonds and insurance

The following standard forms are prescribed for use for bond and insurance requirements, as specified in part 28:(a) *SF 24 (Rev. 10/98) Bid Bond*. (See 28.106-1.) SF 24 is authorized for local reproduction and a copy is furnished for this purpose in Part 53 of the loose leaf edition of the FAR. (b) *SF 25 (Rev. 5/96) Performance Bond*. (See 28.106-1(b).) SF 25 is authorized for local reproduction and a copy is furnished for this purpose in Part 53 of the loose leaf edition of the FAR. (c) *SF 25-A (Rev. 10/98) Payment Bond*. (See 28.106-1(c).) SF 25-A is authorized for local reproduction and a copy is furnished for this purpose in Part 53 of the loose leaf edition of the FAR. (d) *SF 25-B (Rev. 10/83), Continuation Sheet (For Standard Forms 24, 25, and 25-A)*. (See 28.106-1(d).) (e) *SF 28 (Rev. 6/03) Affidavit of Individual Surety*. (See 28.106-1(e) and Part 53 of the loose leaf edition of the FAR.) (f) *OF 90 (Rev. 1/90), Release of Lien on Real Property*. (See 28.106-1(f) and 28.203-5(a).) OF 90 is authorized for local reproduction and a copy is furnished for this purpose in part 53 of the loose leaf edition of the FAR. (g) *OF 91 (Rev. 1/90), Release of Personal Property from Escrow*. (See 28.106-1(g) and 28.203-5(a).) OF 91 is authorized for local reproduction and a copy is furnished for this purpose in part 53 of the loose leaf edition of the FAR. [48 FR 42637, Sept. 19, 1983, as amended at 53 FR 43395, Oct. 26, 1988; 54 FR 48998, Nov. 28, 1989; 55 FR 25534, June 21, 1990; 55 FR 52801, Dec. 21, 1990; 59 FR 67061, Dec. 28, 1994; 61 FR 39214, July 26, 1996; 63 FR 58603, Oct. 30, 1998; 63 FR 70293, Dec. 18, 1998; 64 FR 10549, Mar. 4, 1999; 68 FR 28088, May 22, 2003]

CERTIFICATE OF SERVICE

Documents served:

❖ Judicial Notice, Opt. Forms 90, 91 & SF 28 - Case # 2012-CP-40-00009

**NOTICE TO THE AGENT IS NOTICE TO THE PRINCIPAL - NOTICE TO THE PRINCIPAL IS
NOTICE TO THE AGENT**

On 1 May 2015, I served the above mentioned documents with attachments as noted by placing a true and correct copy thereof enclosed in a sealed envelope with postage fully prepaid for delivery by the U.S. Postal Service, addressed to the following recipients as follows:

Chad W. Burgess, SC Bar No: 72520
BROCK & SCOTT, PLLC
Columbia Office – Westpark Center
3800 Fernandina Road, Suite 110
Columbia, South Carolina 29210

Executed this 1 day of the May month, in the Year Of Our Lord Two Thousand Fifteen and placed in the United States mail at Columbia, South Carolina.

By: Thomas, Helen Valencia
Thomas, Helen Valencia, Registered Owner

State of South Carolina)

Sworn and Subscribed:

County of Richland)

Acknowledgment

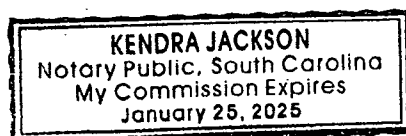
For verification purposes only

SUBSCRIBED AND SWORN TO before me by Thomas, Helen Valencia, known to me or proven to me to be the real woman signing this document this 1st day of May 2015

WITNESS my hand and official seal.

Kendra Jackson
NOTARY PUBLIC

May 1, 2015 (Seal)
DATE



State of South Carolina

County of Richland

TRUE COPY AFFIDAVIT

I, Thomas, Helen Valencia, affirm that the attached is a True and Complete copy of the document which it purports to represent.

Thomas, Helen Valencia
SIGNATURE

Subscribed and sworn to before me this 1st day of May, 2015.

Hendra Jackson
Signature of Notary Public
My Commission expires January 25, 2025

RELEASE OF LIEN ON REAL PROPERTY

Whereas HELEN VALENCIA THOMAS, of 139-70-016386, South Carolina, by a bond
(Name) (Place of Residence)
for the performance of U.S. Government Contract Number 249-63-1480,

became a surety for the complete and successful performance of said contract, which bond includes a lien upon certain real property further described hereafter, and

Whereas said surety established the said lien upon the following property

3002 Knightbridge Rd, Columbia, SC 29223, In the County of Richland, State of South Carolina, being shown and designated as Lot 1A, a Portion of Lot 2B, Block H, on a plat of a revision of Lots 1 and 28, Block H, Briarwood Subdivision.

see Standard Form 28 AFFIDAVIT OF INDIVIDUAL SURETY (attached)

see Optional Form 91 RELEASE OF PERSONAL PROPERTY FROM ESCROW (attached)

and recorded this pledge on Richland County Register of Deeds
(Name of Land Records)
in the County of Richland of South Carolina
(Locality) (State)
and

Whereas, I, Thomas, Helen Valencia, being a duly
authorized representative of the United States Government as a warranted contracting officer, have determined that the lien is no longer required to ensure further performance of the said Government contract or satisfaction of claims arising therefrom,
and

Whereas the surety remains liable to the United States Government for continued performance of the said Government contract and satisfaction of claims pertaining thereto.

Now, therefore, this agreement witnesseth that the Government hereby releases the aforementioned lien.

[Date] 1 May 2015

[Signature] Thomas, Helen Valencia



[Seal]

RELEASE OF PERSONAL PROPERTY FROM ESCROW

Whereas HELEN VALENCIA THOMAS, of 139-70-016386, South Carolina, by a bond
(Name) (Place of Residence)
for the performance of U.S. Government Contract Number 249-63-1480,
became a surety for the complete and successful performance of said contract, and Whereas said
surety has placed certain personal property in escrow

in Account Number 2012-CP-40-00009 on deposit

at South Carolina, In the Court of Common Pleas
(Name of Financial Institution)

located at 1701 Main Street, Rm 205, Columbia, SC 29201, and
(Address of Financial Institution)

Whereas I, Thomas, Helen Valencia, being a duly authorized
representative of the United States government as a warranted contracting officer, have determined
that retention in escrow of the following property is no longer required to ensure further performance
of the said Government contract or satisfaction of claims arising therefrom:

See Standard Form 28 AFFIDAVIT OF INDIVIDUAL SURETY (attached)

See Optional Form 90 RELEASE OF LIEN ON REAL PROPERTY (attached)

and

Whereas the surety remains liable to the United States Government for the continued performance of
the said Government contract and satisfaction of claims pertaining thereto.

Now, therefore, this agreement witnesseth that the Government hereby releases from escrow the
property listed above, and directs the custodian of the aforementioned escrow account to deliver the
listed property to the surety. If the listed property comprises the whole of the property placed in
escrow in the aforementioned escrow account, the Government further directs the custodian to close
the account and to return all property therein to the surety, along with any interest accruing which
remains after the deduction of any fees lawfully owed to

South Carolina, In the Court of Common Pleas
(Name of Financial Institution)

[Date] 1 May 2015

[Signature] Thomas, helen valencia

Seal



AFFIDAVIT OF INDIVIDUAL SURETY

(See instructions on reverse)

OMB Control Number: 9000-0001
Expiration Date: 1/31/2018

Public reporting burden for this collection of information is estimated to average 0.4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Regulatory Secretariat (M1V1CB), Office of Acquisition Policy, GSA, Washington, DC 20405.

STATE OF

SOUTH CAROLINA

COUNTY OF

RICHLAND

SS.

I, the undersigned, being duly sworn, depose and say that I am: (1) the surety to the attached bond(s); (2) a citizen of the United States; and of full age and legally competent. I also depose and say that, concerning any stocks or bonds included in the assets listed below, that there are no restrictions on the resale of these securities pursuant to the registration provisions of Section 5 of the Securities Act of 1933. I recognize that statements contained herein concern a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious or fraudulent statement may render the maker subject to prosecution under Title 18, United States Code Sections 1001 and 494. This affidavit is made to induce the United States of America to accept me as surety on the attached bond.

1. NAME (First, Middle, Last) (Type or Print)

HELEN VALENCIA THOMAS

2. HOME ADDRESS (Number, Street, City, State, ZIP Code)

139-70-016386, South Carolina

3. TYPE AND DURATION OF OCCUPATION

Surety-Lifetime

4. NAME AND ADDRESS OF EMPLOYER (If Self-employed, so State)

State of South Carolina, In the Court of Common Pleas
1701 Main Street, Rm 205, Columbia, SC 292015. NAME AND ADDRESS OF INDIVIDUAL SURETY BROKER USED
(Number, Street, City, State, ZIP Code)THE DEPOSITORY TRUST COMPANY
55 WATER STREET NEW YORK, NY 10041

6. TELEPHONE NUMBER

HOME -

BUSINESS -

7. THE FOLLOWING IS A TRUE REPRESENTATION OF THE ASSETS I HAVE PLEDGED TO THE UNITED STATES IN SUPPORT OF THE ATTACHED BOND:

(a) Real estate (Include a legal description, street address and other identifying description; the market value; attach supporting certified documents including recorded lien; evidence of title and the current tax assessment of the property. For market value approach, also provide a current appraisal.)

See Attachments: see Optional Form 91 RELEASE OF PERSONAL PROPERTY FROM ESCROW (attached)

See Optional Form 90 RELEASE OF LIEN ON REAL PROPERTY (attached)

(b) Assets other than real estate (describe the assets, the details of the escrow account, and attach certified evidence thereof).

8. IDENTIFY ALL MORTGAGES, LIENS, JUDGEMENTS, OR ANY OTHER ENCUMBRANCES INVOLVING SUBJECT ASSETS INCLUDING REAL ESTATE TAXES DUE AND PAYABLE.

9. IDENTIFY ALL BONDS, INCLUDING BID GUARANTEES, FOR WHICH THE SUBJECT ASSETS HAVE BEEN PLEDGED WITHIN 3 YEARS PRIOR TO THE DATE OF EXECUTION OF THIS AFFIDAVIT.

DOCUMENTATION OF THE PLEDGED ASSET MUST BE ATTACHED.

10. SIGNATURE

11. BOND AND CONTRACT TO WHICH THIS AFFIDAVIT RELATES (Where Appropriate)

Optional Form 91, Optional Form 90

12. SUBSCRIBED AND SWORN TO BEFORE ME AS FOLLOWS:

a. DATE OATH ADMINISTERED

MONTH DAY YEAR

January 25 2015

b. CITY AND STATE (Or other jurisdiction)

Columbia, South Carolina

c. NAME AND TITLE OF OFFICIAL ADMINISTERING OATH
(Type or print)

Notary Public

d. SIGNATURE

e. MY COMMISSION
EXPIRES

1/25/2025

Official
SealAUTHORIZED FOR LOCAL REPRODUCTION
Previous edition is not usableSTANDARD FORM 28 (REV. 6/2003)
Prescribed by GSA-FAR (48 CFR) 53.228(e)

BIRTH CERTIFICATION

STATE FILE NUMBER: 139-70-016386

NAME OF REGISTRANT: *HELEN VALENCIA WASHINGTON*

DATE OF BIRTH: MAY 04, 1970

SEX: FEMALE

PLACE OF BIRTH: ORANGEBURG, SOUTH CAROLINA

COUNTY OF BIRTH: ORANGEBURG

MOTHER'S MAIDEN NAME: THERESA THOMAS

MOTHER'S PLACE OF BIRTH: ALABAMA

FATHER'S NAME: JOEL GILBERT WASHINGTON

FATHER'S PLACE OF BIRTH: SOUTH CAROLINA

DATE RECORD FILED: MAY 08, 1970

DATE ISSUED: APRIL 14, 2015

SPECIAL INSTRUCTIONS:

NA

SC04358182

This is a true certification of the facts on file in the Division of Vital Records, SC Department of Health and Environmental Control.

Catherine Templeton
Catherine Templeton
Director and State Registrar

Barbara E. Derrick
Barbara E. Derrick
Assistant State Registrar

This copy is not valid unless prepared on an engraved border displaying the state seal and issuing agency logo.

Revision Date: 09/10/2014

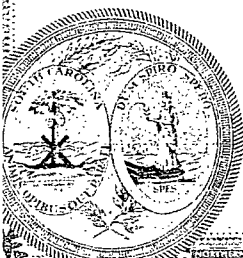


EXHIBIT 8

Appellant's 2nd motion to
dismiss

In Propria Persona
Thomas, Helen Valencia
3002 Knightbridge Rd
Columbia, SC 29223

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF RICHLAND

DOCKET NO.: 2012CP4000009

[DEUTSCHE BANK NATIONAL TRUST
COMPANY AS TRUSTEE FOR SOUNDVIEW
HOME LOAN TRUST 2006-1 ASSET-BACKED
CERTIFICATES, SERIES 2006-1]

MOTION TO DISMISS

Plaintiff,

vs.

HELEN VALENCIA THOMAS (Corporate Person) and
DARREL ANTONIO THOMAS (Corporate Person) et al

Defendant(s)

RICHLAND COURT
FILED
2015 SEP -8 AM 10:47
JEANNETTE V. MCBRIDE
C.C.P. & G.S.

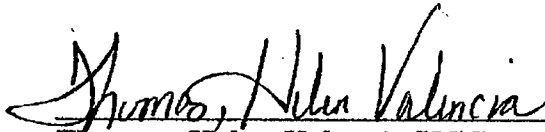
MOTION TO DISMISS

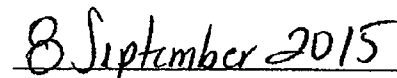
I, Thomas, Helen Valencia, a living, breathing, self-aware woman is the Authorized Representative and Beneficiary of the HELEN VALENCIA THOMAS is moving this court to dismiss this case for the following reasons:

1. DEUTSCHE BANK NATIONAL TRUST COMPANY, who is the Plaintiff in this case, responded with a letter after they were contacted by the Office of the Comptroller. In their response, they indicated they are not the foreclosing party. As you can see the letter attached to this Motion, they have stated that they have nothing to do with this foreclosure case.
2. As you can see DEUTSCHE BANK NATIONAL TRUST COMPANY stated they only hold Title to Securities issued by the trust.
3. The Attorney on this case has brought fraud upon the court by claiming they are representing DEUTSCHE BANK NATIONAL TRUST COMPANY.

As a result of the information I have provided, we are asking that this case be dismissed with prejudice and that the Attorney be sanctioned for misrepresentation

in the amount of three times in the amount of the debt \$150,450.00 plus 9.600% interest rate and bringing fraud upon the Court. Thank you.


Thomas, Helen Valencia UCC 1-308
3002 Knightbridge Rd
Columbia, SC [29223]


Date

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF RICHLAND

DOCKET NO.: 2012 CP 400 0009

[DEUTSCHE BANK NATIONAL TRUST
COMPANY AS TRUSTEE FOR SOUNDVIEW
HOME LOAN TRUST 2006-1 ASSET-BACKED
CERTIFICATES, SERIES 2006-1]

MOTION TO DISMISS

Plaintiff,

vs.

HELEN VALENCIA THOMAS (Corporate Person) and
DARREL ANTONIO THOMAS (Corporate Person) et al

Defendant(s)

PROOF OF SERVICE

I, Thomas, Helen Valencia, a living woman, certify that I am of such age and discretion to be competent to serve papers.

That on the 8 day of September, 2015, I have served a copy of the documents listed below, by Certified Mail, sent to each of the following persons at the locations stated below, which is the last known location, and by depositing said envelope and contents in the U.S Mail.

Documents: -Motion to Dismiss

Party(ies) Served:

Chad W. Burgess, SC Bar No. 72520
BROCK & SCOTT, PLLC
Westpark Center, 3800 Fernandina Road, Suite 110
Columbia, SC 29210

DEUTSCHE BANK NATIONAL TRUST COMPANY
60 Wall Street, New York, NY

Thomas, Helen Valencia
Thomas, Helen Valencia UCC 1-308
3002 Knightbridge Rd
Columbia, SC [29223]

8 September 2015
Date

RICHLAND COUNTY
FILED
2015 SEP - 8 AM 10:48
JEANNETTE V. MCERIC
C.C.P. & G.S.

In Propria Persona
Thomas, Helen Valencia
3002 Knightbridge Rd
Columbia, SC 29223

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

IN THE COURT OF COMMON PLEAS

DOCKET NO.: 2012 CP 400 0009

[DEUTSCHE BANK NATIONAL TRUST
COMPANY AS TRUSTEE FOR SOUNDVIEW
HOME LOAN TRUST 2006-1 ASSET-BACKED
CERTIFICATES, SERIES 2006-1]

[PROPOSED] ORDER GRANTING
DEFENDANTS' MOTION TO
DISMISS

Plaintiff,

vs.

HELEN VALENCIA THOMAS (Corporate Person) and
DARREL ANTONIO THOMAS (Corporate Person) et al

Defendant(s)

[PROPOSED] ORDER GRANTING DEFENDANTS' MOTION TO DISMISS

This matter came before the Court on _____, 2015 on the
Motion of the Defendant, Thomas, Helen Valencia and Thomas, Darrel Antonio, to
Dismiss.

Defendants have moved this Court for an order granting them Motion to
Dismiss with prejudices, and to sanctioned the plaintiff attorney for
misrepresentation in the amount of three times in the amount of the debt
\$150,450.00 plus 9.600% interest rate.

Upon reviewing this information, the Court concludes that the case may be
decided on Motion to Dismiss.

THEREFORE it is this ____ day of _____, 2015,
ORDERED that Defendants' Motion to Dismiss is granted; and it is further
ORDERED that this action is DISMISSED with PREJUDICE.

IT IS SO ORDERED!

_____, 2015
Richland, South Carolina

Joseph M. Strickland, Master-in-Equity

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF RICHLAND

DOCKET NO.: 2012CP4000009

[DEUTSCHE BANK NATIONAL TRUST
COMPANY AS TRUSTEE FOR SOUNDVIEW
HOME LOAN TRUST 2006-1 ASSET-BACKED
CERTIFICATES, SERIES 2006-1]

[PROPOSED] ORDER
GRANTING DEFENDANTS'
MOTION TO DISMISS

Plaintiff,

vs.

HELEN VALENCIA THOMAS (Corporate Person) and
DARREL ANTONIO THOMAS (Corporate Person) et al

Defendant(s)

PROOF OF SERVICE

I, Thomas, Helen Valencia, a living woman, certify that I am of such age and discretion to be competent to serve papers.

That on the 8 day of September, 2015, I have served a copy of the documents listed below, by Certified Mail, sent to each of the following persons at the locations stated below, which is the last known location, and by depositing said envelope and contents in the U.S Mail.

Documents: -Proposed Order Granting Defendants Motion to Dismiss

Party(ies) Served:

Chad W. Burgess, SC Bar No. 72520
BROCK & SCOTT, PLLC
Westpark Center, 3800 Fernandina Road, Suite 110
Columbia, SC 29210

DEUTSCHE BANK NATIONAL TRUST COMPANY

60 Wall Street, New York, NY

BY:

Thomas, Helen Valencia
Thomas, Helen Valencia UCC 1-308
3002 Knightbridge Rd
Columbia, SC [29223]

8 September 2015
Date



Office of the Comptroller of the Currency

July 1, 2015

Helen Valencia Thomas
3002 Knightbridge Rd
Columbia SC 29223

Re: Case#: 03033469 – Deutsche Bank National Trust Company (Ocwen Loan Servicing)

Dear Ms. Thomas:

This Agency previously acknowledged receipt of your complaint correspondence by letter dated June 9, 2015. As stated in our acknowledgment, this agency referred your complaint correspondence to Deutsche Bank National Trust Company (DBNTC). However, DBNTC responded to us and advised us that your loan is serviced by Ocwen Loan Servicing, LLC. DBNTC is the Trustee pursuant to a Pooling and Servicing agreement for Soundview Home Loan Trust 2006-1, a securitization trust which includes your mortgage loan. As Trustee, DBNTC has no beneficial ownership interest or stake in the mortgage loans included in the trust and instead holds title to the loans solely for the benefit of the investors in the securities issued by the trust. Ocwen Loan Servicing, LLC, as the loan servicer which is servicing the Mortgage Loan, is solely responsible for handling any loan modifications and managing any foreclosure activity concerning the Mortgage Loan.

Ocwen Loan Servicing, LLC does not fall under the jurisdiction of our office. Therefore, we are referring your correspondence to the appropriate supervisory agency, which is the Consumer Financial Protection Bureau (CFPB). Their address is:

Consumer Financial Protection Bureau
PO Box 4503
Iowa City, IA 52244

Their toll free phone number is 1 (855) 411-2372. Their Internet address is www.consumerfinance.gov. Please direct all future correspondence regarding this issue to that office.

Sincerely,

Customer Assistance Group

Customer Assistance Group, 1301 McKinney Street, Suite 3450, Houston, Texas 77010-9050

Phone: (800) 613-6743, FAX: (713) 336-4301

Internet address: www.helpwithmybank.gov

EXHIBIT 9

Appellant's motion to
reconsider motion to dismiss

In Propria Persona
Thomas, Helen Valencia
3002 Knightbridge Rd
Columbia, SC 29223

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF RICHLAND

DOCKET NO.: 2012-CP-40-00009

[DEUTSCHE BANK NATIONAL TRUST
COMPANY AS TRUSTEE FOR SOUNDVIEW
HOME LOAN TRUST 2006-1 ASSET-BACKED
CERTIFICATES, SERIES 2006-1]

MOTION TO RECONSIDER
MOTION TO DISMISS

Plaintiff,

vs.

HELEN VALENCIA THOMAS (Corporate Person) and
DARREL ANTONIO THOMAS (Corporate Person) et al

Defendant(s)

RICHLAND COUNTY
FILED
2015 SEP 29 PM 2:40
JENNIFER M. HODGE
C.C.P. & G.S.

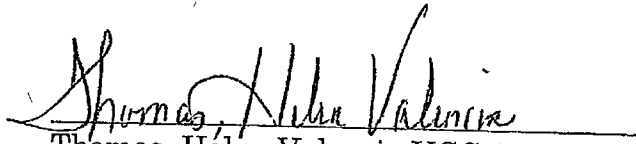
MOTION TO RECONSIDER MOTION TO DISMISS

I, Thomas, Helen Valencia, a living, breathing, self-aware woman is the Titleholder and Beneficiary of HELEN VALENCIA THOMAS. I move this court to reconsider the Motion to Dismiss based upon the fact that I have amended the Motion to Dismiss and for the following reasons stated below:

1. DEUTSCHE BANK NATIONAL TRUST COMPANY, who is the Plaintiff in this case, responded with a letter after they were contacted by the Office of the Comptroller. In their response, they indicated they are not the foreclosing party. As you can see the letter attached to this Motion, they have stated that they have nothing to do with this foreclosure case.
2. As you can see DEUTSCHE BANK NATIONAL TRUST COMPANY stated they only hold Title to Securities issued by the trust.
3. The Attorney on this case has brought fraud upon the court by claiming they are representing DEUTSCHE BANK NATIONAL TRUST COMPANY and that they have a contract. Attached to this Motion is a copy of the Transcript from the hearing of July 28, 2015, where they stated on the

record that the Plaintiff was DEUTSCHE BANK NATIONAL TRUST COMPANY and that they had a contract.

As a result of the information I have provided, we are asking that the Motion to Dismiss be reconsidered. We are asking that this Case be dismiss with prejudice given the fact that I have provided sufficient evidence to support my Motion to Dismiss.


Thomas, Helen Valencia UCC 1-308
3002 Knightbridge Rd
Columbia, SC [29223]

29 September 2015
Date

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF RICHLAND

DOCKET NO.: 2012-CP-40-00009

[DEUTSCHE BANK NATIONAL TRUST
COMPANY AS TRUSTEE FOR SOUNDVIEW
HOME LOAN TRUST 2006-1 ASSET-BACKED
CERTIFICATES, SERIES 2006-1]

MOTION TO RECONSIDER
MOTION TO DISMISS

Plaintiff,

vs.

HELEN VALENCIA THOMAS (Corporate Person) and
DARREL ANTONIO THOMAS (Corporate Person) et al

Defendant(s)

PROOF OF SERVICE

I, Thomas, Helen Valencia, a living woman, certify that I am of such age and discretion to be competent to serve papers.

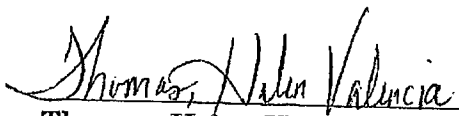
That on the 29 day of September, 2015, I have served a copy of the documents listed below, by Certified Mail, sent to each of the following persons at the locations stated below, which is the last known location, and by depositing said envelope and contents in the U.S Mail.

Documents: -Motion to Reconsider Motion to Dismiss

Party(ies) Served:

Chad W. Burgess, SC Bar No. 72520
BROCK & SCOTT, PLLC
Westpark Center, 3800 Fernandina Road, Suite 110
Columbia, SC 29210

DEUTSCHE BANK NATIONAL TRUST COMPANY
60 Wall Street, New York, NY


Thomas, Helen Valencia UCC 1-308
3002 Knightbridge Rd
Columbia, SC [29223]

29 September 2015
Date

RICHLAND COUNTY
FILED
2015 SEP 29 PM 2:30
JEANNETTE R. MCCORMACK
C.C.P. & G.S.

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF RICHLAND

DOCKET NO.: 2012-CP-40-00009

[DEUTSCHE BANK NATIONAL TRUST
COMPANY AS TRUSTEE FOR SOUNDVIEW
HOME LOAN TRUST 2006-1 ASSET-BACKED
CERTIFICATES, SERIES 2006-1]

[PROPOSED] ORDER GRANTING
DEFENDANTS' MOTION TO
RECONSIDER MOTION TO
DISMISS

Plaintiff,

vs.

HELEN VALENCIA THOMAS (Corporate Person) and
DARREL ANTONIO THOMAS (Corporate Person) et al

Defendant(s)

**[PROPOSED] ORDER GRANTING DEFENDANTS' MOTION TO RECONSIDER
MOTION TO DISMISS**

This matter came before the Court on _____, 2015 on the
Motion of the Defendant, Thomas, Helen Valencia and Thomas, Darrel Antonio, to
Reconsider Motion to Dismiss.

Defendants have moved this Court for an order granting them Motion to
Reconsider Motion to Dismiss with prejudice.

Upon reviewing this information, the Court concludes that the case may be
decided on Motion to Reconsider Motion to Dismiss.

THEREFORE it is this ____ day of _____, 2015,

ORDERED that Defendants' Motion to Reconsider Motion to Dismiss is
GRANTED; and it is further

ORDERED that this action is DISMISSED with PREJUDICE.

IT IS SO ORDERED!

_____, 2015
Richland, South Carolina

Joseph M. Strickland, Master-in-Equity

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF RICHLAND

DOCKET NO.: 2012-CP-40-00009

[DEUTSCHE BANK NATIONAL TRUST
COMPANY AS TRUSTEE FOR SOUNDVIEW
HOME LOAN TRUST 2006-1 ASSET-BACKED
CERTIFICATES, SERIES 2006-1]

[PROPOSED] ORDER
GRANTING DEFENDANTS'
MOTION TO RECONSIDER
MOTION TO DISMISS

Plaintiff,

vs.

HELEN VALENCIA THOMAS (Corporate Person) and
DARREL ANTONIO THOMAS (Corporate Person) et al

Defendant(s)

PROOF OF SERVICE

I, Thomas, Helen Valencia, a living woman, certify that I am of such age and discretion to be competent to serve papers.

That on the 29 day of September, 2015, I have served a copy of the documents listed below, by Certified Mail, sent to each of the following persons at the locations stated below, which is the last known location, and by depositing said envelope and contents in the U.S Mail.

Documents: -Proposed Order Granting Defendants Motion to Reconsider
Motion to Dismiss

Party(ies) Served:

Chad W. Burgess, SC Bar No. 72520
BROCK & SCOTT, PLLC
Westpark Center, 3800 Fernandina Road, Suite 110
Columbia, SC 29210

DEUTSCHE BANK NATIONAL TRUST COMPANY
60 Wall Street, New York, NY


Thomas, Helen Valencia UCC 1-308
3002 Knightbridge Rd
Columbia, SC [29223]

29 September 2015
Date

RICHLAND COUNTY
FILED
2015 SEP 29 PM 2:40
JEANETTE M. MCBRIDE
C.C.P. & G.S.



Office of the Comptroller of the Currency

July 1, 2015

Helen Valencia Thomas
3002 Knightbridge Rd
Columbia SC 29223

Re: Case#: 03033469 – Deutsche Bank National Trust Company (Ocwen Loan Servicing)

Dear Ms. Thomas:

This Agency previously acknowledged receipt of your complaint correspondence by letter dated June 9, 2015. As stated in our acknowledgment, this agency referred your complaint correspondence to Deutsche Bank National Trust Company (DBNTC). However, DBNTC responded to us and advised us that your loan is serviced by Ocwen Loan Servicing, LLC. DBNTC is the Trustee pursuant to a Pooling and Servicing agreement for Soundview Home Loan Trust 2006-1, a securitization trust which includes your mortgage loan. As Trustee, DBNTC has no beneficial ownership interest or stake in the mortgage loans included in the trust and instead holds title to the loans solely for the benefit of the investors in the securities issued by the trust. Ocwen Loan Servicing, LLC, as the loan servicer which is servicing the Mortgage Loan, is solely responsible for handling any loan modifications and managing any foreclosure activity concerning the Mortgage Loan.

Ocwen Loan Servicing, LLC does not fall under the jurisdiction of our office. Therefore, we are referring your correspondence to the appropriate supervisory agency, which is the Consumer Financial Protection Bureau (CFPB). Their address is:

Consumer Financial Protection Bureau
PO Box 4503
Iowa City, IA 52244

Their toll free phone number is 1 (855) 411-2372. Their Internet address is www.consumerfinance.gov. Please direct all future correspondence regarding this issue to that office.

Sincerely,

Customer Assistance Group

Customer Assistance Group, 1301 McKinney Street, Suite 3450, Houston, Texas 77010-9050
Phone: (800) 613-6743, FAX: (713) 336-4301
Internet address: www.helpwithmybank.gov

Transcript of the Testimony of
DEUTSCHE BANK V. THOMAS

Date: July 28, 2015



CREEL COURT REPORTING, INC.
Condensed Transcript and Word Index

1230 Richland Street
Columbia, SC 29201
Phone: (803) 252-3445 / (800) 822-0896
Fax: (803) 799-5668
Email: contact@creelreporting.com
Internet: www.creelreporting.com

Page 1

1 STATE OF SOUTH CAROLINA) COURT OF COMMON PLEAS
2 COUNTY OF RICHLAND) C/A No. 2012-CF-40-00009

3 Deutsche Bank National Trust Company, as)
4 Trustee for Soundview Home Loan Trust)
5 2006-1, Asset-Backed Certificates,)
6 Series 2006-1,)

6 Plaintiff,)

7 v.)

8 Helen V. Thomas; Darrel A. Thomas; Robert)
9 Lee Hutchinson; Nancy Lee Hutchinson;)
10 Briarwood Neighborhood Association;)
11 Sonja Michelle Furtick,)

10 Defendants.)

14 HEARING

15 Tuesday, July 28, 2015
16 11:30 a.m. - 11:33 a.m.

17 The hearing before the Honorable Joseph M.
18 Strickland, Master-In-Equity for Richland County, was
19 taken at 1701 Main Street, Suite 2D, Columbia, South
20 Carolina on the 28th day of July, 2015 before
21 Jennifer L. Cash, Court Reporter and Notary Public in
22 and for the State of South Carolina.
23
24
25

Page 2

1 APPEARANCES

2
3 Chad W. Burgess, Esquire
4 Brock & Scott, PLLC
5 Westpark Center
6 3800 Fernandina Road, Suite 110
7 Columbia, South Carolina 29210
8 Attorney for the Plaintiff
9

10 Helen Thomas
11 Pro Se Defendant
12

13 INDEX

14
15 Certificate 6
16

17 EXHIBITS

18 (There were no Exhibits marked during this hearing.)
19
20
21
22
23
24
25

Page 3

1 THE COURT: This is -- you're Helen Thomas?

2 MS. THOMAS: Yes, sir.

3 THE COURT: Okay. Mr. Burgess -- the reason we
4 waited, they -- his client asked that the
5 hearing be postponed, be continued. And they
6 weren't able to get in touch with you, so we
7 waited to make sure you -- when you came you
8 knew what was going on. All right. Mr.
9 Burgess, has it changed? Has there been any
10 change?

11 MR. BURGESS: Your Honor, that has not changed.
12 Plaintiff respectfully requests a continuance.
13 Your Honor, this case was previously scheduled
14 on June 29th. It was continued at Ms. Thomas'
15 request. This is the bank's request for a
16 continuance and I would like the opportunity to
17 confer with my client about why they're
18 requesting a continuance, but they do not wish
19 to move forward with the motion for summary
20 judgement today.

21 THE COURT: Okay. Is that a problem for y'all?

22 MS. THOMAS: No, sir.

23 THE COURT: Okay.

24 MS. THOMAS: I did have a question --

25 THE COURT: Yes, ma'am?

Page 4

1 MS. THOMAS: -- if I may ask? When the client or
2 when the attorney says his client, I want to
3 make sure to get clarification of who he's
4 referring to as his client.

5 THE COURT: Right. Okay. Mr. Burgess, who is your
6 client?

7 MR. BURGESS: Your Honor, we represent the Plaintiff
8 in this action.

9 THE COURT: Deutsche Bank?

10 MR. BURGESS: Deutsche Bank. Yes, sir. That's
11 correct. The loan is currently being serviced
12 by Ocwen Loan Services, LLC.

13 THE COURT: Okay.

14 MR. BURGESS: And they handle the day to day
15 transactions regarding this loan.

16 THE COURT: Okay. Ms. Thomas?

17 MS. THOMAS: He does have a contract with them --
18 with the bank?

19 THE COURT: Mr. Burgess?

20 MR. BURGESS: Our office does have -- we represent
21 the Plaintiff. Yes, sir.

22 MS. THOMAS: Thank you.

23 THE COURT: All right. Anything else today?

24 MS. THOMAS: That's it.

25 THE COURT: Anything else?

1 (Pages 1 to 4)

A able 3:6 action 4:8 APPEARANCES 2:1 asked 3:4 Asset-Backed 1:4 Association 1:9 attorney 2:8 4:2 a.m 1:16,16 5:7 B bank 1:3 4:9,10,18 bank's 3:15 Briarwood 1:9 Brock 2:4 Burgess 2:3 3:3,9 3:11 4:5,7,10,14 4:19,20 5:1 C Carolina 1:1,22,24 2:7 case 3:13 Cash 1:23 Center 2:5 Certificate 2:15 Certificates 1:4 Chad 2:3 change 3:10 changed 3:9,11 clarification 4:3 client 3:4,17 4:1,2,4 4:6 Columbia 1:21 2:7 COMMON 1:1 Company 1:3 concluded 5:7 confer 3:17 continuance 3:12 3:16,18 continued 3:5,14 contract 4:17 correct 4:11 County 1:2,20	Court 1:1,23 3:1,3 3:21,23,25 4:5,9 4:13,16,19,23,25 5:3,5 currently 4:11 C/A 1:2 D Darrel 1:8 day 1:22 4:14,14 Defendant 2:11 Defendants 1:10 Deutsche 1:3 4:9,10 E Esquire 2:3 Exhibits 2:17,19 F Fernandina 2:6 forward 3:19 further 5:1,6 Furtick 1:9 G going 3:8 H handle 4:14 hearing 1:13,19 2:19 3:5 5:6 Helen 1:8 2:10 3:1 Home 1:4 Honor 3:11,13 4:7 5:2 Honorable 1:19 Hutchinson 1:8,8 I INDEX 2:13 J Jennifer 1:23 Joseph 1:19 Judge 5:4 judgement 3:20	July 1:15,22 June 3:14 K knew 3:8 L L 1:23 Lee 1:8,8 LLC 4:12 loan 1:4 4:11,12,15 M M 1:19 Main 1:21 marked 2:19 Master-In-Equity 1:20 ma'am 3:25 5:5 Michelle 1:9 motion 3:19 move 3:19 N Nancy 1:8 National 1:3 Neighborhood 1:9 Notary 1:23 O Ocwen 4:12, office 4:20 Okay 3:3,21,23 4:5 4:13,16 opportunity 3:16 P Plaintiff 1:6 2:8 3:12 4:7,21 5:1 PLEAS 1:1 PLLC 2:4 postponed 3:5 previously 3:13 Pro 2:11 problem 3:21 Public 1:23	Q question 3:24 questions 5:6 R reason 3:3 referring 4:4 regarding 4:15 Reporter 1:23 represent 4:7,20 request 3:15,15 requesting 3:18 requests 3:12 respectfully 3:12 Richland 1:2,20 right 3:8 4:5,23 5:3 Road 2:6 Robert 1:8 S says 4:2 scheduled 3:13 Scott 2:4 Se 2:11 Series 1:5 serviced 4:11 Services 4:12 sir 3:2,22 4:10,21 Sonja 1:9 Soundview 1:4 South 1:1,21,24 2:7 State 1:1,24 Street 1:21 Strickland 1:20 Suite 1:21 2:6 summary 3:19 sure 3:7 4:3 T taken 1:21 thank 4:22 5:2,3,4 Thomas 1:8,8 2:10 3:1,2,14,22,24 4:1 4:16,17,22,24 5:4 today 3:20 4:23 touch 3:6	transactions 4:15 Trust 1:3,4 Trustee 1:4 Tuesday 1:15 V v 1:7,8 W W 2:3 waited 3:4,7 want 4:2 weren't 3:6 Westpark 2:5 wish 3:18 Y y'all 3:21 1 11:30 1:16 11:33 1:16 5:7 110 2:6 1701 1:21 2 2D 1:21 2006-1 1:4,5 2012-CP-40-00009 1:2 2015 1:15,22 28 1:15 28th 1:22 29th 3:14 29210 2:7 3 3800 2:6 6 6 2:15
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EXHIBIT 10

Appellant's correspondence to
the Court

Helen V. Thomas
3002 Knightbridge Rd.
Columbia, S.C. 29223

16 December 2015

The Honorable Joseph M. Strickland
Richland County Master in Equity
P.O.Box 192
Columbia, S.C. 29202

RICHLAND COUNTY
FILED
2015 DEC 16 PM 2:01
JEANNETTE W. MCBRIDE
C.C.P. & G.S.

RE: DEUTSCHE BANK NATIONAL TRUST COMPANY AS TRUSTEE FOR SOUNDVIEW
HOME LOAN TRUST 2006-1 ASSET-BACKED CERTIFICATES, SERIES 2006-1

Vs. HELEN VALENCIA THOMAS(Corporate Person)and et al

Docket : No.2012-CP-40-00009

Dear Judge Strickland :

I hope this correspondence finds you well. I was present before you on 28 July 2015. On that day 28 July 2015 Mr. Chad W. Burgess requested a continuance on behalf of his client. I've filed a Motion To Be Dismissed on 8 September 2015 which you denied on 22 September 2015. I still don't understand why it was denied. I called to your office after receiving the denying order leaving a voicemail on your phone line; asking for the understanding why would you protect the Lawyer Mr. Chad W. Burgess whom brought fraud upon the court. Mr. Chad W. Burgess clearly stated on record he represent Deutsche Bank. I have presented documentation stating Deutsche Bank National Trust Company As Trustee For Soundview Home Loan Trust stating they are not the foreclosing party. I again ask who is for the people? (MY Family and I in this Case). I never heard back from you. I then Filed a Motion TO Reconsider my Motion to Dismiss on 29 September 2015. After a week or two not hearing anything back I then called back to your office speaking to Mr. John Cannon whom was very pleasant. Mr. Cannon said he was going to get with you that day to see when he could schedule the hearing for you to hear my Motion To Reconsider my Motion to be Dismiss. I never heard anything back until I received notice by mail from the Clerk of Court Jeanette W. McBride on 23 November 2015 that a hearing had been scheduled for 14 December 2015 @ 9:30am with Judge D. Benjamin; Mr. Chad W. Burgess was late

which was a day of my time wasted only to find out she couldn't rule on your case of a Reconsider Motion. I'm requested on this day 16 December 2015 with you that I have a date set to come before you and have this case Dismiss within 5 Business from today; even more so now also that the Attorney be sanctioned for misrepresentation in the amount of three times the amount of the debt \$150,450.00 plus 9.600% interest rate and bringing fraud upon the court. I truly believe that on 28 July 2015 that Chad W. Burgess was aware that he knew he shouldn't have had my Family and I in court trying to take our property. I have also tried reaching out to this Law Office to handle this between us while only a hand full of people know. I have yet to hear from anyone; not even Mr. Chad W. Burgess. If I can't get this request honored I will be reaching out to the COMMISSION ON JUDICIAL CONDUCT, OFFICE OF DISCIPLINARY COUNSEL, ALL NEWS TEAM, ETC. It's not fair. I don't understand why this has to go on any longer as Mr. Chad W. Burgess stated back on 9 June 2015 in his letter to you this matter has been pending since 3 January 2012. He stated this to you when I put in my Request for Rescheduling of hearing for 29 June 2015. Thank God you honored it. This has nothing to do with SOVEREIGN CITIZENS; as he seems to always bring up in court. This has to do with what My Family and I have presented. Our MORTGAGE COMPANY is working with us.

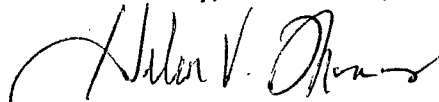
If for some chance Brock & Scott PLLC Office reach out to me within the 5 business days of you scheduling this hearing I will notify you as soon as possible. I will be Hand delivering and doing Certified Mailing to them.

The Honorable Joseph M. Strickland

16 December 2015 Page 2 of 2

Thank you so much in advance for reading this and considering what I have express heart felt.

Sincerely,



Helen V. Thomas

Enclosures

CC: Chad W. Burgess, SC Bar NO. 72520, Thomas E. Brock and Gregory A. Scott

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF RICHLAND

DOCKET NO: 2012-CP-40-00009

[DEUTSCHE BANK NATIONAL TRUST COMPANY
AS TRUSTEE FOR SOUNDVIEW HOME LOAN TRUST
2006-1 ASSET-BACKED CERTIFICATES,SERIES 2006-1]

**LETTER TO HONORABLE
Joseph M. Strickland**

Plaintiff,

Vs.

HELEN VALENCIA THOMAS (Corporate Person) and
DARREL ANTONIO THOMAS (Corporate Person) et al

Defendant(s)

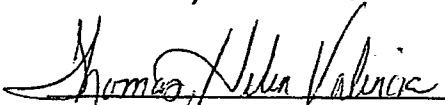
RICHLAND COUNTY
FILED
2015 DEC 16 PM 2:01
JEANNETTE W. MCBRIDE
C.C.P. & G.S.

PROOF OF SERVICE

I, Thomas, Helen Valencia, a living woman, certify that I am of such age and discretion to be competent to serve papers.

That on the 16 day of December, 2015, I have served a copy of the documents listed below, by Hand Delivered and Certified Mail, sent to each of the following persons at the locations stated below, which is the last known location, and by depositing said envelope and contents in the US Mail.

Documents: Letter to Honorable Joseph M. Strickland
Party (ies) Served : Chad W. Burgess, SC Bar No. 72520, Thomas E. Brock, Gregory A. Scott BROCK & SCOTT, PLLC West park Center, 3800 Fernandina Road, Suite 110 Columbia, S.C. 29210



Thomas, Helen Valencia UCC 1-308
3002 Knightbridge Rd.
Columbia, SC [29223]

16 December 2015
Date

EXHIBIT 11

Condensed transcript of
testimony

(February 23, 2016 hearing)

Transcript of the Testimony of
**DEUTSCHE BANK, ET AL. V. HELEN V. THOMAS,
ET AL.**

Date: February 23, 2016



CREEL COURT REPORTING, INC.
Condensed Transcript and Word Index

1230 Richland Street
Columbia, SC 29201
Phone: (803) 252-3445 / (800) 822-0896
Fax: (803) 799-5668
Email: contact@creelreporting.com
Internet: <http://creelreporting.com/>

Page 1

1 STATE OF SOUTH CAROLINA) COURT OF COMMON PLEAS
 2 COUNTY OF RICHLAND) C/A No. 2012-CP-40-0009
 3 Deutsche Bank National Trust Company, as,)
 4 Trustee for Soundview Home Loan Trust)
 5 2006-1, Asset-Backed Certificates,)
 6 Series 2006-1,)

7 Plaintiff,

8 v.

9 Helen V. Thomas; Darrel A. Thomas; Robert)
 10 Lee Hutchinson; Nancy Lee Hutchinson;)
 11 Briarwood Neighborhood Association;)
 12 Sonja Michelle Furtick,)
 13 Defendants.

14 HEARING

15 *****

16 Tuesday, February 23, 2016
 17 9:32 a.m. - 10:44 a.m.

18 The hearing before the Honorable Joseph M.
 19 Strickland, Master-In-Equity for Richland County, was
 20 taken at 1701 Main Street, Room 212, Columbia, South
 21 Carolina on the 23rd day of February, 2016 before M.
 22 Sean Cary, Court Reporter and Notary Public in and
 23 for the State of South Carolina.
 24
 25

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1 APPEARANCES

2 Chad Burgess, Esquire
 3 BROCK & SCOTT, PLLC.
 4 Westpark Center
 5 3800 Fernandina Road, Suite 110
 6 Columbia, South Carolina 29210
 7 Attorney for the Plaintiff

8 Also Present:
 9 Helen V. Thomas, Pro se Defendant
 10 Ronald Allen Wright, Witness

11 INDEX

12 PAGE:

13 MR. BURGESS: 4
 14 MR. WRIGHT:
 15 MS. THOMAS: EXAMINATION 37
 16 MR. BURGESS: EXAMINATION 62
 17 Certificate 73

18 EXHIBITS

19 Plaintiff's Exhibits Number One through Nineteen
 20 were marked prior to the hearing and introduced as
 21 follows:

22 Plaintiff's Exhibit Number One 10
 23 (Adjustable Rate Note)
 24 Plaintiff's Exhibit Number Two 11
 25 (Mortgage)
 Plaintiff's Exhibit Number Three 11
 (Assignment of Mortgage to Deutsche Bank
 National)
 Plaintiff's Exhibit Number Four 11
 (Assignment of Mortgage to Deutsche Bank
 National Trust)
 Plaintiff's Exhibit Number Five 11
 (Loan Modification Agreement)
 Plaintiff's Exhibit Number Six 11
 (Affidavit of Amount Due)
 Plaintiff's Exhibit Number Seven 12
 (Affidavit of Attorney's Fees)
 Plaintiff's Exhibit Number Eight 12
 (UCC1 recorded for Darrel A. Thomas)

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1 Plaintiff's Exhibit Number Nine 12
 2 (UCC1 recorded for Helen V. Thomas)
 3 Plaintiff's Exhibit Number Ten 12
 4 (Answer)
 5 Plaintiff's Exhibit Number Eleven 12
 6 (Handwritten letter to Rogers, Townsend and
 7 Thomas, PC)
 8 Plaintiff's Exhibit Number Twelve 12
 9 (Notice of Removal)
 10 Plaintiff's Exhibit Number Thirteen 12
 11 (Objection to Court Recommendation)
 12 Plaintiff's Exhibit Number Fourteen 12
 13 (Motion for Request of Production)
 14 Plaintiff's Exhibit Number Fifteen 12
 15 (Request for Admissions)
 16 Plaintiff's Exhibit Number Sixteen 12
 17 (Letter to Richland County Clerk of Court)
 18 Plaintiff's Exhibit Number Seventeen 12
 19 (Motion to Dismiss)
 20 Plaintiff's Exhibit Number Eighteen 12
 21 (Motion to Reconsider Motion to Dismiss)
 22 Plaintiff's Exhibit Number Nineteen 12
 23 (Letter to The Honorable Judge Strickland)
 24 Defendant's Exhibit Number One 71
 25 (UCC Financing Statement)

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1 (Plaintiff's Exhibits Number One through Nineteen were
 2 marked prior to the hearing.)
 3 THE COURT: This is civil action number 2012-CP-40-
 4 0009, Deutsche Bank National Trust Company
 5 versus Helen Thomas and others. We have two
 6 Motions pending in this case. One of them is
 7 a Motion to Reconsider the Motion to Dismiss.
 8 I think, Ms. Thomas, that was your motion?
 9 MS. THOMAS: Yes, sir.
 10 THE COURT: Okay. Did I already rule on that or
 11 not?
 12 MS. THOMAS: No, sir.
 13 THE COURT: Mr. Burgess?
 14 MR. BURGESS: May it please the Court, Your Honor?
 15 THE COURT: Yes.
 16 MR. BURGESS: I -- I believe you ruled on the
 17 original Motion to Dismiss.
 18 THE COURT: Right, which I denied.
 19 MR. BURGESS: I don't think there's been a ruling
 20 yet on the Motion to Reconsider.
 21 THE COURT: Okay. Ms. Thomas, is there any
 22 different than what you alleged in your in-
 23 - your initial Motion to Dismiss?
 24 MS. THOMAS: No, sir.
 25 THE COURT: Okay.

1 (Pages 1 to 4)

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1 MS. THOMAS: I do have -- since -- no, sir.
 2 Everything's still ---
 3 THE COURT: Okay. You're just restating what you
 4 said before?
 5 MS. THOMAS: I want to ---
 6 THE COURT: Ma'am?
 7 MS. THOMAS: I want a -- I have a witness that I
 8 would like to bring forth this morning.
 9 THE COURT: For the Motion to Dismiss or
 10 Reconsider?
 11 MS. THOMAS: For the Motion to Reconsider.
 12 THE COURT: Okay. Well actually there's a Motion
 13 for Summary Judgment pending as well. The
 14 Motion to Reconsider, if you have nothing --
 15 nothing new, as far as I'm concerned I have
 16 nothing new as far as my ruling's concerned;
 17 so, your Motion to Reconsider is denied.
 18 MS. THOMAS: Yes.
 19 THE COURT: Now let's move on to the Motion for
 20 Summary Judgment. That's the Plaintiff's
 21 Motion. Do you understand that? You
 22 understand the rules I take it?
 23 MS. THOMAS: I have -- I have new evidence, Your
 24 Honor, about my Motions [sic] to Reconsider.
 25 THE COURT: You just said you didn't. I asked you

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1 if there was anything new and you said no.
 2 MS. THOMAS: I thought you were saying since my
 3 Motions [sic] to Reconsider. I'm sorry. I
 4 didn't understand that.
 5 THE COURT: Okay. And you have a witness?
 6 MS. THOMAS: Yes, sir.
 7 THE COURT: Who is your witness?
 8 MS. THOMAS: Ronald Wright.
 9 THE COURT: How do you spell his last name?
 10 MS. THOMAS: W-R-I-G-T-H [sic].
 11 THE COURT: And he thinks -- he thinks this case
 12 should be dismissed?
 13 MS. THOMAS: Yes, sir.
 14 THE COURT: Well, what's the -- on what grounds?
 15 MS. THOMAS: May I call him up as my witness, Your
 16 Honor?
 17 THE COURT: Well, you can tell me a summary before
 18 you call him up but I'm ---
 19 MS. THOMAS: Okay.
 20 THE COURT: I'm just curious what's he -- what's he
 21 going to say.
 22 MS. THOMAS: He has firsthand knowledge on the
 23 forec- -- on my foreclosure case.
 24 THE COURT: All right.
 25 MS. THOMAS: He has helped me discover some -- some

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1 evidence and rediscovery on it.
 2 THE COURT: Has he drafted any documents for you?
 3 MS. THOMAS: Yes, sir.
 4 THE COURT: Have you signed the documents or did he
 5 sign them?
 6 MS. THOMAS: I've signed all the documents, yes,
 7 sir.
 8 THE COURT: You signed the documents but he
 9 prepared it for you?
 10 MS. THOMAS: We prepared, yes, sir.
 11 THE COURT: He assisted you in preparing documents
 12 that were filed with this Court?
 13 MS. THOMAS: Yes, sir.
 14 THE COURT: Now -- now in response to the Motion
 15 for Summary Judgment, you submitted tax --
 16 tax information. Did he prepare those as
 17 well?
 18 MS. THOMAS: We did.
 19 THE COURT: You and he both worked together on
 20 those -- on those things?
 21 MS. THOMAS: He helped me. Yes, sir.
 22 THE COURT: All right. Is he an attorney?
 23 MS. THOMAS: No, sir.
 24 THE COURT: No. Well, again, if -- I mean I don't
 25 -- I think I'll hear fr- -- let me hear from

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1 him on the argument over the Motion for
 2 Summary Judgment. The Motion to Reconsider
 3 the Motion to Dismiss is denied. Mr.
 4 Burgess, if you'll prepare an Order in that
 5 regard. Now did you file an Answer? A lot
 6 of people don't file an Answer until after --
 7 -
 8 MS. THOMAS: Yes, sir.
 9 THE COURT: You did file an Answer?
 10 MS. THOMAS: I did, yes, sir.
 11 THE COURT: All right. So the next step is to hear
 12 from the Motion -- the Motion for Summary
 13 Judgment by the Plaintiff. Now Ms. Thomas,
 14 you -- you understand what that means? The
 15 Motion for Summary Judgment?
 16 MS. THOMAS: So, you're not -- you're saying that
 17 you're denying my Motions [sic] to Reconsider?
 18 THE COURT: Yes, ma'am. But I just asked you a
 19 question. If you understood what the Motion
 20 for Summary Judgment is. Well, if -- if what
 21 I was just ---
 22 MS. THOMAS: Not exactly, yes.
 23 THE COURT: Not exactly. Okay. Are you're
 24 familiar with the South Carolina Rules of
 25 Civil Procedure.

2 (Pages 5 to 8)

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1 MS. THOMAS: Yes, sir.
 2 THE COURT: Okay. Under -- under the rules, under
 3 Rule 56, in the case of a -- of a contested
 4 matter, either side may ask -- may ask for
 5 summary judgment. They're asking for a
 6 judgment without a trial. There st- -- and
 7 the rule states what you have to show to get
 8 a ruling -- a favorable ruling on that.
 9 Motion. You have to show that there are no
 10 genuine issues of material fact and then you
 11 have to show that -- that the moving party's
 12 entitled to relief as a matter of law. And
 13 that's what they're asking for today. So, if
 14 you'll have a seat I'll --
 15 MS. THOMAS: But ---
 16 THE COURT: --- let the -- ma'am? I'm sorry. I'll
 17 let -- I'll let Mr. Burgess talk and then
 18 I'll let you call your witness and -- and
 19 state your position as well.
 20 MS. THOMAS: Yes, sir.
 21 THE COURT: But that's what he's trying -- he's
 22 trying to get judgment without a trial.
 23 MS. THOMAS: Oh, no.
 24 THE COURT: Okay. Mr. Burgess?
 25 MR. BURGESS: Thank you, Your Honor. May it please

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1 the Court, Your Honor, I do have some
 2 exhibits for the Court's consideration that
 3 have been pre-marked. They -- I've given Ms.
 4 Thomas copies of those.
 5 THE COURT: Okay
 6 MR. BURGESS: May I approach Your Honor?
 7 THE COURT: Yes. Thank you.
 8 MR. BURGESS: Your Honor, as the Court's aware this
 9 is a foreclosure action of property located
 10 here in Richland County at 3002 Knightbridge
 11 Road. Your Honor, back on November the 10th,
 12 2005, Ms. Thomas along with Darrel Thomas
 13 signed a -- an adjustable rate Note to
 14 Finance America, LLC, and that note was in
 15 the original principal of \$150,450. Your
 16 Honor, that Note has subsequently been
 17 transferred to the Plaintiff in this action.
 18 The -- a copy of the Note is marked as
 19 Plaintiff's Exhibit Number One.
 20 (Plaintiff's Exhibit Number One was introduced into
 21 the record at this time.)
 22 MR. BURGESS: Your Honor, in order to secure that
 23 Note, Ms. Thomas and Darrel Thomas as well,
 24 back on November 10th, 2005, entered into a
 25 mortgage with Mortgage Electronic Registration

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1 Systems, Incorporated as the mortgagee
 2 securing property located at 3002 Knightbridge
 3 Road.
 4 (Plaintiff's Exhibit Number Two was introduced into
 5 the record at this time.)
 6 MR. BURGESS: That Mortgage was recorded back on
 7 November the 16th, 2005, in book 1121 at page
 8 2955. Your Honor, subsequently there were
 9 two assignments, with the last assignment
 10 being into the Plaintiff. Those have been
 11 pre-marked as Plaintiff's Exhibits Number
 12 Three and Four.
 13 (Plaintiff's Exhibits Number Three and Four were
 14 introduced into the record at this time.)
 15 MR. BURGESS: There is a valid Assignment of Record
 16 unto the Plaintiff. That assignment was
 17 recorded January 13th, 2012, in book 1734 at
 18 page 955. Your Honor, along with the Motion
 19 for Summary Judgment, the Plaintiff has as
 20 Exhibit Number Six submitted an Affidavit of
 21 the amount of indebtedness of the amount due.
 22 (Plaintiff's Exhibits Number Five and Six were
 23 introduced into the record at this time.)
 24 MR. BURGESS: Your Honor, our office has also
 25 submitted an Affidavit of Attorney's Fees.

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1 That's been pre-marked as Plaintiff's Exhibit
 2 Number Seven.
 3 (Plaintiff's Exhibit Number Seven was introduced
 4 into the record at this time.)
 5 MR. BURGESS: Your Honor, subsequent to the filing
 6 of the Summons and Complaint in this action
 7 as you'll see in Plaintiff's Exhibit Numbers
 8 Eight through I believe it's Nineteen, Ms. -
 9 - the defendant, Ms. Thomas, has submitted a
 10 number of different documents related to the
 11 Mortgage, beginning with documents recorded in
 12 the Register of Deeds office here in Richland
 13 County.
 14 (Plaintiff's Exhibit Numbers Eight through Nineteen
 15 were introduced into the record at this time.)
 16 MR. BURGESS: Your Honor, these documents on their
 17 face are sovereign citizen documents. By
 18 their very nature there's a few telltale
 19 signs right on the face of the documents.
 20 MS. THOMAS: Objection, Your Honor.
 21 THE COURT: Hold on a second. I'm sorry?
 22 MS. THOMAS: Objection on solvent [sic]
 23 citizenship.
 24 THE COURT: Object?
 25 MS. THOMAS: Yes. Yeah. It's - this is not about

3 (Pages 9 to 12)

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1 solvent citizen [sic].
 2 THE COURT: What are the grounds? I'm sorry.
 3 MS. THOMAS: This is not about -- when he said
 4 solvent [sic] citizenship, it's not about
 5 solvent [sic].
 6 THE COURT: Okay. Objection is overruled. Please
 7 proceed Mr. Burgess.
 8 MR. BURGESS: Your Honor, just on the face of the
 9 documents there are a number of different
 10 markings that are telltale signs that show
 11 that these documents are illegitimate.
 12 THE COURT: Now just -- even if they were sovereign
 13 citizens, that doesn't automatically make them
 14 invalid necessarily.
 15 MR. BURGESS: Well, I---
 16 THE COURT: But go ahead.
 17 MR. BURGESS: The invalidity comes directly from
 18 the -- the faces of documents, Your Honor.
 19 As -- as you can see from the documents
 20 themselves, the Plaintiff's Exhibit Number
 21 Eight and Nine documents that were recorded
 22 at the Register of Deeds office by Mr. and
 23 Mrs. Thomas that basically purport without any
 24 evidence of payment for the underlying Note
 25 and Mortgage -- this underlying mortgage loan,

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1 basically asserting that the Mortgage itself
 2 is invalid through a quote/unquote payoff.
 3 They're basically asserting that this document
 4 pays off the Note and Mortgage. This is not
 5 a satisfaction of mortgage from the Plaintiff
 6 or anything of that nature. It's clearly on
 7 its face a -- a means to try and avoid the
 8 Note and Mortgage without any legitimate basis
 9 for doing so.
 10 MS. THOMAS: Objection. This is from ---
 11 THE COURT: Hold -- look, ma'am ---
 12 MS. THOMAS: Let me ---
 13 THE COURT: Ma'am, I'll give you a chance to give
 14 your whole case. I was just going to say Mr.
 15 Burgess, now does that create an issue of
 16 fact that would defeat summary judgment if in
 17 fact they're alleging the mortgage is paid
 18 off and you say its not and you cite a
 19 document they filed. But is that something
 20 you could try?
 21 MR. BURGESS: Well, Your Honor, on its face based
 22 on the language in the document, Your Honor,
 23 I think you can take judicial notice that
 24 this document does not in fact come from the
 25 Plaintiff. It's not in fact a satisfaction

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1 of mortgage. This is something that Mr. and
 2 Mrs. Thomas filed on their own volition.
 3 THE COURT: She can probably explain that. But ---
 4 MR. BURGESS: Yes, sir. And ---
 5 THE COURT: But I mean it ---
 6 MR. BURGESS: And if she takes the stand I'll be
 7 happy to -- to question her about this
 8 particular ---
 9 THE COURT: Well, I don't think she's going to take
 10 -- she has a witness. But, I mean -- okay,
 11 I'm looking through it. But just because --
 12 just looking at it, you know, remember
 13 summary judgment you don't have to prove
 14 anything to defeat a Motion for Summary
 15 Judgment. You just have to show a genuine
 16 issue of material fact.
 17 MR. BURGESS: Yes, sir. I -- I ---
 18 THE COURT: And looking at the document and saying
 19 well, this is not valid ... I mean, think
 20 about it -- I mean, think about it, you may
 21 be in fact creating conditions where in fact
 22 they say the mortgage is invalid and you say
 23 it is. But -- but please proceed.
 24 MR. BURGESS: Yes, sir. And I -- I completely
 25 understand the Court's position. The reason

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1 for the invalidity, as I said, comes directly
 2 from the face of the document. You can see
 3 that these documents come from basically
 4 online or outside sources that are
 5 illegitimate. I think -- on its face the
 6 Court can take judicial notice this is not in
 7 fact a satisfaction of the mortgage. It's
 8 not signed by the Plaintiff, there are no
 9 certified funds or anything of that nature.
 10 So, our position is that as a matter of law
 11 it doesn't create an issue of fact ---
 12 THE COURT: I see.
 13 MR. BURGESS: --- that she's filing this. They're
 14 sham pleadings basically on their face.
 15 THE COURT: Okay.
 16 MR. BURGESS: And Your Honor, th -- these
 17 documents continue in their -- in the same
 18 vein, with her Answer filed back on January
 19 19th, 2012. A copy of that has been included
 20 as Plaintiff's Exhibit Number Ten. Some of
 21 the telltale signs directly from this document
 22 include, as I said, reference to the U --
 23 UCC, things of that nature, things that in my
 24 practice that I've seen that -- that clearly
 25 indicate that these are in fact sham

4 (Pages 13 to 16)

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1 pleadings. Plaintiff's Number Eleven, again,
 2 is a letter in the same vein. And Your
 3 Honor, further evidence that the Defendant is
 4 engaged in sham pleadings regarding this
 5 matter is included in a Notice of Removal
 6 that the Defendant filed back on January 2nd
 7 of 2015, to attempt to remove this document
 8 to the Federal Court. There's a number of --
 9 as I said again, telltale signs in this
 10 particular document as well that indicate that
 11 this is in fact sham pleading. Ms. Thomas
 12 repre-- represents herself as a corporate
 13 person, also as an all natural person. The
 14 same with Mr. Thomas. And these are in fact
 15 in documents that the Thomas' tried to use to
 16 remove this case to Federal Court. And as
 17 Your Honor is aware, the Federal Court
 18 recommended an adjunct ruling that th--
 19 they had no jurisdiction in this action and
 20 wound up remanding this case back to the
 21 State Court rather swiftly. And in that
 22 case, in the same vein, Mr. and Mrs. Thomas
 23 filed an Objection to the Court's
 24 Recommendation which the Court reviewed and,
 25 notwithstanding, issued a remand back to the

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1 State Court for lack of -- lack of,
 2 jurisdiction in the Federal Court based on
 3 this being a State Court foreclosure action.
 4 In this document, Ms. Thomas again references
 5 the UCC, references herself as a corporate
 6 person, also as an all-natural person. There
 7 is a notation right up under her signature
 8 that says, UCC 1-308. Your Honor, these
 9 markings are all common to sovereign citizen-
 10 type documents.
 11 THE COURT: Well, I'm looking at when she filed her
 12 Motion to Dismiss. Of course, as you'll
 13 concede that was in accord with the rules of
 14 civil procedure, wasn't it?
 15 MR. BURGESS: Yes, Your Honor. She did file a
 16 Motion to Dismiss.
 17 THE COURT: I denied the motion. Now also, she
 18 filed Requests for Admissions and served --
 19 she served it I guess because you got it --
 20 you have it. She was in fact -- she served
 21 you with Requests for Admissions?
 22 MR. BURGESS: Yes, Your Honor. We did respond to
 23 those.
 24 THE COURT: You did? You answered it?
 25 MR. BURGESS: Yes, sir.

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1 THE COURT: Well, do you have a copy of your
 2 Answer?
 3 MR. BURGESS: Yes, sir. I do.
 4 THE COURT: Okay. Okay. Well hold onto that. But
 5 I'm saying, I don't know of -- you know --
 6 you know the rule, if somebody serves you
 7 with Requests to Admit and you deny it and
 8 then they go and prove it, then you have to
 9 -- you get sanctioned for that.
 10 MR. BURGESS: Yes, Your Honor. I'm well aware.
 11 Most of the Request for Admissions were not
 12 appropriate under the rules of civil
 13 procedure. There were proper objections made
 14 to certain requests. Based on the wording of
 15 the requests, some of them were so vague and
 16 ambiguous they that they could not be
 17 answered. As I said, the -- that -- that
 18 document on its face, though it's titled as a
 19 Request for Admission, is clearly another
 20 pleading intended to -- basically to delay
 21 the foreclosure process in this action.
 22 THE COURT: Did I -- I thought that -- that the
 23 Request for Admissions, all you could do was
 24 either admit it or deny it. I didn't know
 25 you could object to it.

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1 MR. BURGESS: Well, if -- if there's -- under
 2 certain circumstances if -- if the Request
 3 for Admission is so vague or ambiguous that
 4 no admission can be had. And I think
 5 notwithstanding, we -- we admitted or denied
 6 as best we could.
 7 THE COURT: Well, like Number 4 for example says,
 8 admit that the Note was converted and
 9 securitized. Now you either or admit that,
 10 right?
 11 MR. BURGESS: Yes, Your Honor. And I'll have to
 12 check my responses to see what -- what our
 13 actual response was.
 14 THE COURT: Pull them out, pull them out. Let's
 15 see what you said.
 16 MR. BURGESS: And that was as to answer Number 4?
 17 THE COURT: Yes, sir.
 18 MR. BURGESS: Converted and securitized Plaintiff
 19 requests -- objects to this Request for
 20 Admission inasmuch as it is relevant to the
 21 current litigation. Plaintiff further objects
 22 on the grounds that it is so vague or
 23 ambiguous to make an admission or denial of
 24 the request impossible. Converted and
 25 securitized is a specialized term regarding

5 (Pages 17 to 20)

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1 the Note and Mortgage. Again, those are
 2 words that appear in sovereign citizen-type
 3 pleadings quite often.
 4 THE COURT: Yeah but, Mr. Burgess, if it was
 5 securi- -- it's securitized or not in --
 6 that's Number 4 I think.
 7 MR. BURGESS: I believe that is Number 4.
 8 THE COURT: Yeah, but I've never seen one where the
 9 -- where the responding party says we can't
 10 figure out what you mean. I mean, I know
 11 that -- that that's been in the news lately
 12 and over the last -- since 2008. And so the
 13 Request to Admit says admit that the Note was
 14 converted and securitized. You can either
 15 deny that or admit it. If it wasn't, you can
 16 deny it, or you -- you know, so you're saying
 17 y'all objected to that?
 18 MR. BURGESS: Yes, Your Honor. And to my -- to my
 19 knowledge there hasn't been a Motion regarding
 20 the sufficiency of Plaintiff's Responses to
 21 Requests for Admissions.
 22 THE COURT: Well, no, what happens is it comes up -
 23 - they have a trial, and then it comes out,
 24 during trial that -- that -- that one party -
 25 - the nonmoving party in the Request for

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1 Admissions says that -- that what you -- your
 2 answer was either inadequate or whatever.
 3 But that having been said, for example, now -
 4 -- now admit that I, Helen Valencia Thomas,
 5 was a legal fiction at closing but was not
 6 informed. Now what would your answer be to
 7 that one?
 8 MR. BURGESS: Your Honor, again, whether or not --
 9 let's see what the actual response is. Do
 10 you have the number of that one, Your Honor?
 11 THE COURT: Yes, sir. That was Number 5.
 12 MR. BURGESS: Again, so vague or ambiguous that we
 13 can't admit or deny a legal fiction at
 14 closing but was not informed. I'm not even
 15 sure standing here today what that means.
 16 THE COURT: Right.
 17 MR. BURGESS: Is she a legal fiction? Again, Your
 18 Honor, these are some of the same type things
 19 -- and -- and moving right along to the -- to
 20 the Request for Admissions, she's asking for
 21 admissions about things that are stated in
 22 Black's Law Dictionary ---
 23 THE COURT: Right.
 24 MR. BURGESS: -- things of that nature. Your
 25 Honor, she's asking also about Senate

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1 resolutions. None of these things actually
 2 have anything to do with the underlying
 3 mortgage loan that's subject to this action.
 4 THE COURT: But under the rule you either admit or
 5 deny it. You don't -- you don't just object
 6 to it or say well, it's too vague, I can't --
 7 I mean I thought under rules you just admit
 8 or deny it. If it's vague you can deny it
 9 because, you know, if you can't -- if she
 10 can't prove it ... But if she has to go back
 11 and prove it later on that's a problem. For
 12 example, it says Number 13, admit that you
 13 were charging me private mortgage insurance
 14 along with my payments. That -- that seems
 15 straightforward enough.
 16 MR. BURGESS: And Your Honor, that one was ---
 17 THE COURT: Admitted?
 18 MR. BURGESS: We actually did deny that and provide
 19 an explanation that it does not appear that
 20 private mortgage insurance was required on
 21 this particular mortgage.
 22 THE COURT: Please proceed. I'm sorry.
 23 MR. BURGESS: Thank you, Your Honor. And -- and
 24 as I was saying, these documents on their
 25 face go directly to the fact that these are

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1 sham-type pleadings on their face. There
 2 are, as I said, many, many telltale signs
 3 within the documents themselves that indicate
 4 that not only that they're sham pleadings but
 5 in fact that Mr. and Mrs. Thomas didn't
 6 actually draft these documents on their own
 7 behalf. These aren't original ideas from
 8 them, these are things that they got from
 9 either online sources or from Mr. Wright
 10 actually preparing these documents.
 11 THE COURT: That's another issue. We'll deal with
 12 that before we leave.
 13 MR. BURGESS: And Your Honor, Plaintiff's Sixteen
 14 through Eighteen include copies of the
 15 correspondence from Ms. Thomas going back to
 16 July 23rd of 2015, as well as her Motion to
 17 Dismiss and her Motion to Reconsider, as well
 18 as correspondence from December 16th, 2015.
 19 Your Honor, again, these documents are being
 20 submitted for the same purposes, just to show
 21 that on their face, Mr. and Mrs. Thomas have
 22 submitted these documents as a means to delay
 23 the foreclosure; which they've done for quite
 24 some time as this foreclosure has been
 25 pending since 2012. And Your Honor, our

6 (Pages 21 to 24)

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1 position is that on our face we've -- we've
 2 proven the prima facie case of foreclosure and
 3 that the Plaintiff would be entitled to
 4 recover for a cause of action for foreclosure
 5 and we would simply ask the mortgage be
 6 foreclosed and a sale date scheduled.
 7 THE COURT: Let me ask. When was the last payment
 8 made?
 9 MR. BURGESS: Your Honor, the last payment in this
 10 case was made, I believe, July of two
 11 thousand and -- let me double check to make
 12 sure. February 1st, 2009, I believe.
 13 THE COURT: All right. You said the closing was
 14 2005?
 15 MR. BURGESS: 2009.
 16 THE COURT: So the closing was 2009?
 17 MR. BURGESS: The closing, yes, sir. Was back on
 18 November 10th, 2005.
 19 THE COURT: Right. Right.
 20 MR. BURGESS: So they -- they paid on the Note for
 21 two years. For actually four years.
 22 THE COURT: Four years. So for four years there's
 23 no -- there's no problem? How'd they pay?
 24 Did they pay with regular old, you know,
 25 money order or check or cash or --

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1 MR. BURGESS: That's correct, Your Honor. They --
 2 they made regular payments up through 2009.
 3 And Your Honor, as you will notice in the
 4 documents, back in 2006 the Defendants entered
 5 into actually a loan modification agreement.
 6 That was after the transfer to Deutsche Bank
 7 National Trust Company as Trustee; which was
 8 the second in the line of assignments. This
 9 was prior to the assignment to the actual
 10 Plaintiff. It's still the same trustee but
 11 they actually entered into a loan modification
 12 to change the terms back in 2006.
 13 THE COURT: Okay. Thank you so much, Mr. Burgess.
 14 Okay. Ms. Thomas, he raised an interesting
 15 issue. I noticed something. For four years
 16 y'all never had a problem in all these things
 17 that you've alleged, and the pleadings you
 18 submitted never came up. What changed? I
 19 mean if -- if you closed on -- in 2005, and
 20 you made payments regularly for four years,
 21 and also, you know, took -- tried to take the
 22 benefit of a loan modification and things
 23 like that; what -- what changed? You say now
 24 they're not entitled to foreclose, and the
 25 case has been pending -- gosh, this is 2016.

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1 and the case was filed in 2012; you're
 2 talking about four years of litigation. And
 3 -- and if what you say is true, I've read
 4 everything you submitted; how -- how did you
 5 get the money to -- to buy the house if
 6 everything that he said is true? How'd that
 7 happen?
 8 MS. THOMAS: By way of working, Your Honor.
 9 THE COURT: You may proceed.
 10 MS. THOMAS: By way of working on the job and also
 11 -- by way of working on the job, Your Honor.
 12 And also some things that changed during the
 13 course of the years and during the course of
 14 that time making us more knowledgeable of
 15 information.
 16 THE COURT: Okay.
 17 MS. THOMAS: And I would -- would like to ask, Your
 18 Honor, being on some key points that we just
 19 discovered too this morning, I would like to
 20 ask if you would deny their summary judgment
 21 this morning so that we can move it to trial.
 22 THE COURT: Okay. But what ---
 23 MS. THOMAS: Because ---
 24 THE COURT: Go ahead. Tell me your reasons.
 25 MS. THOMAS: Because on -- they never -- he

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1 objected to really I would say my whole
 2 Request for Admissions [sic]. And I would
 3 like to take it to trial and be able to
 4 explain that more.
 5 THE COURT: Okay. Well since we're here let me ask
 6 you. He -- I think it was Plaintiff's
 7 Exhibit -- which Exhibit was the Request for
 8 Admission?
 9 MS. THOMAS: Fifteen.
 10 THE COURT: Fifteen? Talk about it now. In Number
 11 1 it says that the original lender never
 12 filed a preliminary charge -- I'm sorry, the
 13 original lender never filed a preliminary
 14 change of title and ownership form prior to
 15 closing. And what was their response?
 16 MS. THOMAS: He objected.
 17 THE COURT: Okay. What is a preliminary change of
 18 title and ownership form, Ms. Thomas?
 19 MS. THOMAS: I wanted him to tell -- admit that
 20 there was --
 21 THE COURT: No. My question was, what is a
 22 preliminary change of title and ownership
 23 form?
 24 MS. THOMAS: That if -- that there was a change in
 25 title from me to someone else or to them.

7 (Pages 25 to 28)

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1 THE COURT: To them?
 2 MS. THOMAS: Yes, sir.
 3 THE COURT: Now in South Carolina when you -- when
 4 you purchase a home you're the owner of the
 5 home. The mortgage company has a lien on it.
 6 And you're saying ti- -- you're saying you no
 7 longer own that home, is that what you're
 8 saying?
 9 MS. THOMAS: Oh, I own the home. Yes, sir.
 10 THE COURT: Well, wait a minute. You just said
 11 that there was a change of title from you to
 12 someone else -- to the Plaintiff.
 13 MS. THOMAS: I wanted them -- them to show me that
 14 it has been changed from me to them. If
 15 that's what they're saying.
 16 THE COURT: Okay. Now you're starting to get me
 17 confused. All right. You own the home now
 18 you said, right?
 19 MS. THOMAS: Yes, sir.
 20 THE COURT: Which is true in South Carolina, but --
 21 you're the owner when you close. And you
 22 said that they never told you that the title
 23 had changed from you to them.
 24 MS. THOMAS: Yes, sir.
 25 THE COURT: If we're here today it means the title

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1 never did change or hadn't changed from you
 2 to them. So you want them to admit that they
 3 never -- I mean if there's no change in title
 4 why would they have to ---
 5 MS. THOMAS: Right.
 6 THE COURT: --- explain and prove it to you that it
 7 happened -- never happened.
 8 MS. THOMAS: I would like -- if they're saying that
 9 ---
 10 THE COURT: Like to know if they're saying that?
 11 MS. THOMAS: Uh-huh.
 12 THE COURT: Did they say that in the Complaint?
 13 That the title changed from you to -- to
 14 them?
 15 MS. THOMAS: That's -- that's what I was thinking.
 16 THE COURT: No, no. Was that in the Complaint? Do
 17 they say that? I mean when they filed the
 18 lawsuit, did they say that you no longer
 19 owned the property?
 20 MR. BURGESS: Your Honor, the Complaint alleges
 21 that -- that Ms. Thomas and Mr. Thomas still
 22 own the property, that they're the current
 23 owners and that that remains true to this
 24 day.
 25 THE COURT: Okay. Yes, ma'am. Please proceed.

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1 MS. THOMAS: On the, admit that the Note was
 2 converted and securitized, those are some key
 3 issues that I have and that I would like to
 4 take and address them at ---
 5 THE COURT: Was it notarized in -- I'm sorry, was
 6 it converted and securitized? As far as you
 7 know?
 8 MS. THOMAS: No.
 9 THE COURT: You don't know one way or the other?
 10 MS. THOMAS: No.
 11 THE COURT: And so you don't know if -- and what
 12 was it -- your response, Mr. Burgess, I think
 13 was that y'all objected to that. Is that
 14 correct?
 15 MR. BURGESS: Yes, Your Honor. The term,
 16 converted, I -- I'm not even quite sure that
 17 as we stand here today, what she means by
 18 this particular Request for Admission.
 19 They're all in the same sort of vein
 20 requesting whether or not someone paid taxes
 21 on her Note and ---
 22 THE COURT: Well, she's here. She can explain what
 23 all that means. Ma'am, when you say the Note
 24 -- want them to admit the Note was converted
 25 and securitized, what do you mean by that?

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1 MS. THOMAS: Just like what it says.
 2 THE COURT: Just what it says?
 3 MS. THOMAS: Yes, sir.
 4 THE COURT: Well, he says he doesn't understand
 5 what you're talking about and I'm kind of
 6 curious myself.
 7 MS. THOMAS: Yeah, I'm ---
 8 THE COURT: I know -- I know what happens when they
 9 securitize a lot of mortgages.
 10 MS. THOMAS: Your Honor, if its okay, I'd like to
 11 call up my witness.
 12 THE COURT: Well, I'll give you a chance to call
 13 your witness but you don't want to answer any
 14 of the questions I have. Is that what you're
 15 saying?
 16 MS. THOMAS: No, sir.
 17 THE COURT: You don't? You do want to answer?
 18 MS. THOMAS: No, no that's not what I'm saying.
 19 THE COURT: Okay. Well, no, I'm going to give you
 20 a chance to call your witness. I'm just -- I
 21 just want to, you know ... My question -- I
 22 think my original question was how'd you get
 23 the money to -- to pay -- to buy the house if
 24 -- if everything you say is true.
 25 MS. THOMAS: Yes.

8 (Pages 29 to 32)

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1 THE COURT: And -- and ---
 2 MS. THOMAS: We worked for it, Your Honor.
 3 THE COURT: But you never borrowed money against
 4 the house? You never signed the Note and
 5 Mortgage.
 6 MS. THOMAS: Yes, sir. I have.
 7 THE COURT: You never promised to pay --
 8 MS. THOMAS: I'm not going to say that I haven't.
 9 THE COURT: And then for four years you paid the
 10 Note and Mortgage regularly with no problem?
 11 MS. THOMAS: Yes, sir.
 12 THE COURT: And -- and then after the lawsuit was
 13 filed, all this -- all these problems arose
 14 and all these things they did wrong?
 15 MS. THOMAS: Yes. Yes, sir. And I had to -- once
 16 it was filed, I had to do research on how to
 17 take care of this Mortgage, how to take care
 18 of the Note. And I have done -- done my
 19 research and I ---
 20 THE COURT: After the lawsuit was filed, you
 21 discovered all these things that were wrong?
 22 MS. THOMAS: Yes, sir.
 23 THE COURT: Is that why you stopped making
 24 payments?
 25 MS. THOMAS: Yes, sir.

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1 THE COURT: You stopped making payments because --
 2 but you still live at the house now?
 3 MS. THOMAS: Yes, sir.
 4 THE COURT: All right. Now how -- how -- so you're
 5 living in the house that you signed a Note
 6 and Mortgage for, and you made payments for
 7 four years.
 8 MS. THOMAS: Yes, sir.
 9 THE COURT: And according to Mr. Burgess, you --
 10 you even took action toward -- toward a loan
 11 modification.
 12 MS. THOMAS: Yes, sir. Well I -- we had some -- we
 13 had loss of income, yes, sir, during the
 14 course of the time.
 15 THE COURT: Yes, ma'am.
 16 MS. THOMAS: And as I've stated before, during the
 17 -- since you've asked me, 2012 that this suit
 18 has come to Court ---
 19 THE COURT: Right.
 20 MS. THOMAS: --- I've done some administrative work
 21 along with Mr. Ronald Allen of the Wright
 22 family. We worked together to do research on
 23 this.
 24 THE COURT: Okay. All right.
 25 MS. THOMAS: And I have done the proper

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1 acknowledgment with -- referring to Ocwen
 2 Loan, because they are the ones that saying
 3 that they have the loan.
 4 THE COURT: And so you --
 5 MS. THOMAS: They are holding the Mortgage.
 6 THE COURT: So what -- what -- did you file a
 7 Counterclaim? I'm not sure. I think your
 8 Answer's in the file. Did you counterclaim
 9 against -- against the mortgage company in
 10 this case?
 11 MS. THOMAS: Yes, sir.
 12 THE COURT: You did? Okay.
 13 MR. BURGESS: Your Honor, I believe it was just an
 14 Answer. That is included in the exhibits.
 15 MS. THOMAS: There's an Answer.
 16 THE COURT: I'm sorry?
 17 MR. BURGESS: Your Honor, I don't believe there
 18 were any counterclaims. The Answer is
 19 included in the exhibits the Plaintiff has
 20 submitted. I believe it's Exhibit Number
 21 Ten.
 22 MS. THOMAS: Yes. Exhibit Ten.
 23 THE COURT: Okay.
 24 MS. THOMAS: And since then, Your Honor, too there
 25 has been, like I said, some administrative

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1 work and research since then, so.
 2 THE COURT: Okay. I'll -- I don't see a
 3 counterclaim. Ms. Thomas, you can call your
 4 first witness if you like.
 5 MS. THOMAS: Your Honor, I'm bringing Motions to
 6 Dismiss for unfair practice by Brock and
 7 Scott -- Ronald Allen Wright.
 8 THE COURT: Mr. Wright.
 9 MR. WRIGHT: Yes sir.
 10 THE COURT: You want to take the stand, sir? Stand
 11 right here. I'm sorry.
 12 MR. WRIGHT: Right here?
 13 THE COURT: Yes, sir.
 14 COURT REPORTER: Mr. Wright, would you raise your
 15 right hand and put your hand upon the Bible.
 16 Do you solemnly swear or affirm that the
 17 testimony you give in this case will be the
 18 truth, the whole truth and nothing but the
 19 truth so help you God?
 20 MR. WRIGHT: Yes, sir.
 21 MR. COURT REPORTER: Thank you, sir.
 22 THE COURT: How do you spell your last name, sir?
 23 MR. WRIGHT: W-R-I-G-H-T.
 24 THE COURT: First name is Ronald?
 25 MR. WRIGHT: Ronald.

9 (Pages 33 to 36)

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1 THE COURT: How do you spell that, sir?
 2 MR. WRIGHT: R-O-N-A-L-D.
 3 THE COURT: And what's your address?
 4 MR. WRIGHT: My assumed-name address is 121 Honey
 5 Tree Road, Columbia, South Carolina, 29209.
 6 THE COURT: Okay. Now Ms. Thomas, you may proceed.
 7 RONALD ALLEN WRIGHT, having been duly sworn,
 8 testifies as follows:
 9 MR. WRIGHT, DIRECT EXAMINATION BY MS. THOMAS:
 10 Q: Do you have firsthand knowledge of my
 11 foreclo- -- closure case?
 12 A: Yes, I do. But, excuse me. May I properly
 13 identify myself for the Court for the record
 14 please before -- can you give me the
 15 opportunity, please?
 16 Q: Yes. Mr. Wright, identify yourself to the
 17 Court please.
 18 A: Okay.
 19 THE COURT: This is kind of -- kind of interesting?
 20 Usually the -- the person calling the witness
 21 asks the questions. I've never had a witness
 22 ask the person to ask for --
 23 MS. THOMAS: Yes.
 24 THE COURT: -- a certain type of question.
 25 MS. THOMAS: Well, you had already asked, but

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1 yeah.
 2 THE COURT: Well, let -- let me do it. I -- you
 3 were improperly identified?
 4 THE WITNESS: Yes, sir.
 5 THE COURT: Ronald Allen Wright's not your name?
 6 THE WITNESS: Ronald Wright is an assumed name, all
 7 cap letter. My proper name is Ronald Allen
 8 of the family of Wright, properly known as
 9 Ronald -- I mean Wright, Ronald Allen as
 10 shown as the name holder. My assumed name
 11 certificate. It is also my d/b/a name
 12 referred to on a UCC-1 just like doing
 13 business as. I'm also the -- the titleholder
 14 of the all cap name Ronald Allen Wright,
 15 which is a birth certificate. It is fully
 16 authenticated all the way up to the United
 17 States Secretary of State.
 18 THE COURT: Can I look at it?
 19 THE WITNESS: Yes, sir. You may.
 20 THE COURT: I'll hand it right back to you.
 21 THE WITNESS: Yes, sir.
 22 THE COURT: Give me one moment please. Thank you,
 23 sir.
 24 THE WITNESS: Thank you, Judge.
 25 THE COURT: Why -- why do you have something from

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1 the Secretary of State of Minnesota?
 2 THE WITNESS: In the State of South Carolina --
 3 well, actually, the reason why I was there,
 4 it's there it's much easier to help identify
 5 yourself as far as being separate, not the
 6 same as the name holder. So that's why it
 7 was actually done. But I indicated that my
 8 principal operation was out of my hometown
 9 here in Columbia, and they recommended that
 10 we run this ad in the county in which we live
 11 in to -- to establish that. And so that's --
 12 that's -- that's why I did that.
 13 THE COURT: Why -- why -- why is this proper
 14 identification significant?
 15 THE WITNESS: Proper identification is -- is
 16 significant because in certain aspect [sic] of
 17 the judicial system they want to tie the --
 18 the -- the -- the entity to being you. Also,
 19 the person who is an active person, because
 20 in -- in -- I can't speak for anybody else
 21 but for my situation with the IRS, Ronald
 22 Allen Wright in all capital [sic] is a
 23 disregarded entity. That's the status that
 24 actually everyone -- that if we don't go in
 25 and change that, that's what you're looked up

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1 on as -- as a disregarded entity. Because
 2 that is actually an entity that you're doing
 3 business with 24/7 whether you know it or
 4 not. So we actually filed a schedule, I mean
 5 a 1040 filing income tax. When you read the
 6 publication it actually tells you when filing
 7 a 1040 you're supposed to fill out Schedule
 8 C. Half the person [sic] don't do it because
 9 they don't think of theirself [sic] as doing
 10 business in their name. Your -- your bills
 11 come into the all cap name. In third grade
 12 we was taught that any name that's all
 13 capital letter [sic] is an en- -- is a thing
 14 or a place. So therefore any bill coming to
 15 me or birth certificate or whatever saying
 16 all capital letter [sic] that let me know
 17 automatically that is referring to an entity
 18 and not a natural person: not a real person.
 19 So that's why it's significance [sic] to
 20 establish on the record that there is a
 21 difference between the natural person Ronald
 22 Allen, which is the given name, and Wright,
 23 which is the family name, and that Ronald
 24 Allen Wright, which is a name that would be -
 25 - an entity that was created by the

10 (Pages 37 to 40)

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1 government so you can function in commerce
2 without being injured.
3 THE COURT: All right. Go ahead Ms. Thomas.
4 Q: I'll go back to my question of, do you have
5 firsthand knowledge of my foreclosure case?
6 A: Yes. I do have firsthand knowledge of the
7 situation in your foreclosure case.
8 Q: In what way do you have firsthand knowledge?
9 A: Okay. Basically I -- were not involved --
10 even know you at the very beginning of your
11 foreclosure. It's only been about a year or
12 so since someone brought you to me and we was
13 looking at your stuff. And what I -- what I
14 do is I -- I do research. I send people to
15 go to do look, do their own work, and study
16 so they can see whatever is going on and --
17 in your situation we had done contacted the
18 Comptroller of Currency in reference to
19 Deutsche Bank and then the Comptroller of
20 Currency turnaround and contacted Deutsche
21 Bank. And as a result, Deutsche Bank
22 responded to the Comptroller of Currency.
23 The Comptroller of Currency sent you back the
24 correspondence from Deutsche Bank and you
25 brought it to me and we looked at it, and

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1 that's -- that's that's how I got firsthand
2 knowledge of what was going on.
3 MS. THOMAS: May I approach?
4 THE COURT: Yes, ma'am.
5 Q: Are you referring to this letter?
6 A: Yes, I have.
7 Q: Could you give the Court basic information in
8 this letter that relates to my foreclosure
9 case?
10 A: One of the -- couple of the key things that --
11 -- that jumped out at me when you brought this
12 back to me and we discussed and we talked
13 about it, was the fact that in the response
14 to Comptroller of Currency, Deutsche Bank
15 indicated that they -- that they had no
16 right, title or interest to your property.
17 And that they only had title to the
18 securities that was created by the Trust and
19 that they were not the foreclosing party,
20 that was Ocwen that was foreclosing -- that's
21 the only one that had the right to foreclose
22 on you.
23 MS. THOMAS: Okay. Your Honor, you have a copy of
24 that letter stating that Deutsche Bank had no
25 rights, and I also filed a copy with the

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1 Court and documents. The copy of letter.
2 THE COURT: I think that's in the file. Ms.
3 Thomas, why did -- why did you get these --
4 go to Mr. Wright for help?
5 MS. THOMAS: Because he have [sic] knowledge of
6 the information.
7 THE COURT: How did you find out about his
8 knowledge?
9 MS. THOMAS: Through another source that he was
10 helping.
11 THE COURT: Who told you?
12 MS. THOMAS: Who told me?
13 THE COURT: Yeah. Who told you? What was the
14 source's name.
15 MS. THOMAS: Mr. Bostick.
16 THE COURT: First name?
17 MS. THOMAS: I can't remember his first name.
18 THE COURT: And so you and Mr. Wright prepared all
19 the documents that you've filed in response
20 to this lawsuit?
21 MS. THOMAS: Yes, sir.
22 THE COURT: All right. Mr. Wright --
23 MS. THOMAS: As far as -- like he said, within the
24 last year.
25 THE COURT: Okay, Mr. Wright, are you an attorney?

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1 THE WITNESS: No, sir. I do not practice -- do not
2 practice law. I actually work as far as
3 helping citizen -- as another citizen helping
4 citizen. I'm an American. And according to
5 Supreme Court rulings, you know, another
6 citizen can help another citizen. You are
7 not tied to being a bar or going around
8 telling someone that you're an attorney. I
9 mean, that -- I do not operate as an
10 attorney.
11 THE COURT: But do you understand that a
12 foreclosure in South Carolina is in fact a
13 lawsuit?
14 THE WITNESS: Do what now?
15 THE COURT: In South Carolina, a foreclosure is in
16 fact a lawsuit. Did you know that before
17 today?
18 THE WITNESS: I know it's a lawsuit but I'm not --
19 I didn't -- I did not -- I did not assist --
20 help her as an attorney.
21 THE COURT: But you drafted -- you helped her draft
22 documents that you submitted in response to
23 this lawsuit?
24 THE WITNESS: Well were worked on the stuff
25 together.

11 (Pages 41 to 44)

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1 THE COURT: Uh-huh.
 2 THE WITNESS: We worked on it together. It's not
 3 like -- not like she -- it's not like I
 4 prepared the document and said, here you go
 5 Ms. Thomas, this is -- go file this. We
 6 worked on it together.
 7 THE COURT: You didn't draft anything? She -- she
 8 did all of the drafting, the writing?
 9 THE WITNESS: Yeah; well she had to help because I
 10 have a vision problem.
 11 THE COURT: Yes, sir.
 12 THE WITNESS: I'm -- I'm visually impaired.
 13 THE COURT: Yes, sir.
 14 THE WITNESS: So, I -- I can't sit and then
 15 actually type. If I do I'd be like this here
 16 (indicating).
 17 THE COURT: Right.
 18 THE WITNESS: So I'm -- I'm visually impaired on
 19 that part. So that's why, you know, a lot of
 20 stuff I have here (indicating) in my head.
 21 THE COURT: Yes, sir.
 22 THE WITNESS: And then, you know, I got different
 23 sources that people can go to and look for
 24 themselves and study and understand why this is
 25 relevant or this is not relevant based upon

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1 what your understanding is. That's -- and I
 2 think it get misconstrued sometimes with me
 3 helping people because the first thing people
 4 say, oh you're practicing law. No, I'm not
 5 practicing law. I just -- I understand what
 6 common sense tells me, that if you can go to
 7 a reliable source -- like I had an incident
 8 came up back in November where I actually had
 9 to go to the Library of Congress to get
 10 certified copies of everything that I was
 11 doing. Because I was approached and said
 12 that what I was stating and stuff was bogus,
 13 was fraud and the whole nine yards, even down
 14 to the birth certificate that I just showed
 15 you. You know, and so, you know, they were
 16 saying we were in-house creating this. Well,
 17 how in the heck am I in-house creating this?
 18 So what I did was ---
 19 THE COURT: And you mean you were creating this in-
 20 house is ---
 21 THE WITNESS: I was creating ---
 22 THE COURT: --- what they accused you of?
 23 THE WITNESS: They accused me of doing this in-
 24 house because this is not John Kerry's
 25 signature. So, what I ---

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1 THE COURT: Is it -- is that true that's not John
 2 Kerry's signature?
 3 THE WITNESS: This -- what it -- what it is, this
 4 (indicating) is actually John Kerry [sic]
 5 authorization by the United States Secretary
 6 of State. And this is what -- their codes
 7 even tells you inside here (indicating). So
 8 what happened -- when they confiscated that I
 9 went back and got me another set of birth
 10 certificate [sic], got it authenticated again
 11 and I took it to D.C. myself.
 12 THE COURT: Who -- who confiscated it?
 13 THE WITNESS: It was the FBI. Okay? So, I went
 14 back to -- I went to the Secretary of State.
 15 Because the first one I did, I just did it by
 16 mail. This one I went to the Secretary of
 17 State and I told him what we were told, what
 18 the FBI said, and then they looked at me and
 19 laughed and said, sir, he said, you don't
 20 have no problem. He said if the FBI has a
 21 problem, tell him to come see us. He said
 22 because they know doggone well that we do
 23 hundreds of thousands of these a year, all
 24 different types of authentication, and that
 25 this office has the authorization to place

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1 his -- his name on these documents. Because
 2 if he had to sit here and do all these
 3 documents that we do per year, he would never
 4 would be able to fulfill his duty as the
 5 Secretary of State. So -- so basically from
 6 that point, that's when I, you know --
 7 because you drop this off and then you turn
 8 around and go back three weeks later and they
 9 have it ready or not. So, that's -- that's
 10 how I operate. I do not operate as an
 11 attorney. I operate as -- I have power of
 12 attorney over some people, you know, help
 13 managing some stuff like that; but as far as
 14 an attorney, no. I wouldn't -- I wouldn't
 15 even want to be an attorney. Because I
 16 understand there is a Congress report from
 17 1950, you know, anyone that's -- that's a
 18 part of the Lawyers Guild -- I don't know
 19 they if they understand, but in that report
 20 it tells you that the Lawyers Guild is -- was
 21 founded and it's ran by Congress. So if
 22 you're a part of that, then you're -- you're
 23 actually a part of the Congress and don't
 24 even know it.
 25 THE COURT: Are you being paid for helping people?

12 (Pages 45 to 48)

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1 THE WITNESS: No, they give me -- they'll give me
2 donations and stuff like that, you know,
3 because I do a lot of -- a lot of research.
4 I'll be up to two or three o'clock at night
5 researching. I spend time either at the
6 Library of Congress researching, getting
7 certified copies of codes and laws and stuff
8 like that to help understand, you know --
9 because actually I got pushed into this.
10 Because I was doing something else and had
11 people just knocking on my door for stuff
12 like -- I said, no, I don't know nothing
13 about that. So that -- it's just how it
14 evolved from 2013.

15 THE COURT: It so -- it sounds like, Ms. Thomas
16 and Mr. Wright, that -- you believe that --
17 that everything's been paid off based on the
18 documents you submitted, and that you should
19 have the house free and clear without having
20 to pay a mortgage. Is that -- is that the
21 bottom line as far as your presentation is
22 concerned?

23 THE WITNESS: Who, me?

24 THE COURT: I was asking both of you. Ms. Thomas
25 and Mr. Wright, is that -- is that your

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1 conclusion Mr. Wright? That -- that she
2 doesn't have to pay anything to these people?

3 THE WITNESS: I don't know if you -- I can't -- I
4 can only speak for my side. I can only speak
5 from what I believe and what I have studied
6 and been -- been able to put my fingers on.

7 THE COURT: Yes, sir.

8 THE WITNESS: Okay. If I went out and bought a
9 house right now and we were sitting at the

10 closing table, I would be signing papers on
11 the behalf of someone else. And I can prove
12 it to you. If you have a checkbook --
13 anybody who has a checkbook, and you take one
14 of your checks out of your book -- it's your
15 personal checking account. This is a
16 personal checking account. Your name is on
17 there. Of course its going to be in all
18 capitals. But you take that personal
19 checkbook out and you can go get a -- I've
20 got a microscope for my disability somewhere
21 -- and you've got a checking account, take
22 your check and you take that line that you
23 sign on and you put it under a microscope.
24 Now when you zoom in on it, it's going to say
25 authorized representative. So that mean that

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1 this is your personal account, which is
2 supposed to be yours; but you're signing a
3 line that's in microprint that's actually
4 stating that says authorized representative.
5 Authorized representative of what? It goes
6 back to what I just explained to you why its
7 so important to identify yourself because
8 you're an authorized representative of that
9 entity that appears to look similar to your
10 name that's in all capitals. Remember, I
11 said in third grade they taught you any name
12 in all capital letter [sic] is a place or a
13 thing. So, an entity is a thing. So that's
14 what you're signing on behalf of.
15 Furthermore, I -- I was involved in a
16 situation where a document was signed and I
17 took it to have it filed in -- on a piece of
18 property, and I was told by the clerk, oh no,
19 you signed it wrong. Because I signed my
20 name backwards, Wright comma such and such.
21 They said no, you have to sign it in the name
22 of the corporation. Your na -- your
23 property is in the name of the corporation.
24 so like it is on the birth certificate. So
25 all these clues I came across lets me know

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1 that when I sign papers to purchase
2 something, it is actually telling me that I
3 am signing on behalf of an entity.
4 Furthermore, I understand that on the Federal
5 truth in lending statement there is no OMB
6 number on the Federal in -- truth in lending
7 statement.

8 THE COURT: Now -- now Mr. Wright, I don't want to
9 cut you off --

10 THE WITNESS: Okay.

11 THE COURT: -- but my question was, is the bottom
12 line in this, is that Ms. Thomas doesn't owe
13 these people any money, that she can stay in
14 the house free and clear because of all the
15 reasons set forth in your testimony and the
16 documents that were submitted by Ms. Thomas
17 which you said you helped prepare? But is
18 that your bottom line? Is that -- is that
19 your conclusion?

20 THE WITNESS: If we went -- if we went to trial, it
21 would be proven that they're not going to be
22 owed. If it went to trial.

23 THE COURT: Okay. Ms. Thomas, you agree with that?

24 MS. THOMAS: Yes, sir.

25 THE COURT: Nothing is owed? Let me ask you Ms.

13 (Pages 49 to 52)

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1 Thomas, why -- why did you -- you start the
 2 loan modification process if you thought
 3 nothing was owed?
 4 MS. THOMAS: Because at that time, Your Honor, I
 5 wasn't aware of or had the knowledge that I
 6 have now.
 7 THE COURT: Now when you -- when you -- you went to
 8 the closing though when you bought this
 9 property, right?
 10 MS. THOMAS: Yes, sir.
 11 THE COURT: And -- and I see in -- in what -- in
 12 Exhibit Number One -- the Plaintiff's Exhibit
 13 Number One, the other side's Exhibit --
 14 MS. THOMAS: Yes, sir.
 15 THE COURT: I'm looking at the copy of the
 16 adjustable rate note and it's signed by
 17 Darrel A. Thomas and Helen V. Thomas.
 18 MS. THOMAS: Yes, sir.
 19 THE COURT: And you di- -- you did sign something
 20 like this or did you sign -- sign the
 21 original?
 22 MS. THOMAS: I signed the -- the original, yes,
 23 sir.
 24 THE COURT: So -- and is this your signature here
 25 (indicating)? You can come look at it, what

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1 he has. Is this a copy of your signature?
 2 MS. THOMAS: Let me ---
 3 THE COURT: You can look at it.
 4 MS. THOMAS: (Approaches bench.) Yes, sir. It is.
 5 THE COURT: Okay. Plaintiff's Exhibit Two is a
 6 mortgage, and your signature or a copy of
 7 what seems to be your signature's on this one
 8 too; and your husband, Darrel Thomas.
 9 MS. THOMAS: Yes, sir.
 10 THE COURT: Do you want to look -- is this --
 11 that's your signature too (indicating)? You
 12 want to look at it?
 13 MS. THOMAS: (Approaches bench.) Yes, sir.
 14 THE COURT: Okay. Do you remember who the closing
 15 attorney was? It's been 11 years, so I don't
 16 know ---
 17 MS. THOMAS: Not right offhand.
 18 THE COURT: Okay. That's fine. That's fine. But
 19 -- but I'm a little -- but the Plaintiff says
 20 that it's a slam dunk, that there are no
 21 genuine issues of material fact and that
 22 they're entitled to foreclose on the home.
 23 And you're saying, no, that it's been paid
 24 off and you don't owe anything. And the
 25 Plaintiff's attorney has asserted today that -

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1 - that y'all paid for four years without any
 2 problem. Is that -- is that true what he
 3 said? Y'all paid for four years without --
 4 without missing a payment or anything?
 5 MS. THOMAS: Yes, sir.
 6 THE COURT: And then when things changed you said
 7 you had a reduction in income?
 8 MS. THOMAS: Yes, sir.
 9 THE COURT: And -- and you couldn't make the
 10 payments. And -- and when you went in
 11 foreclosure, that was filed in 2012, it's
 12 going on four years ago.
 13 MS. THOMAS: Yes, sir. Since ---
 14 THE COURT: And that's when you discovered all
 15 these things had been done wrong?
 16 MS. THOMAS: Yes, sir.
 17 THE COURT: So are you willing to move out of the
 18 house and just give it back to them?
 19 MS. THOMAS: No, sir.
 20 THE COURT: All right. Now, why not? I mean I --
 21 I could ask. I don't know if they would do
 22 it. I don't know if there are any other
 23 liens on the property or not besides the
 24 mortgage. Mr. Burgess, are there any liens
 25 on the property.

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1 MR. BURGESS: Your Honor, I believe there is.
 2 Defendant Sonya Michelle Furtick, I believe
 3 has either a mortgage or a -- I believe she
 4 actually has a -- a judgment against Ms.
 5 Thomas in the amount of \$3,555. That dates
 6 back to October of 2003, which may actually
 7 be expired at this point in time.
 8 THE COURT: I was going to say ---?
 9 MR. BURGESS: It was still active when the when the
 10 foreclosure was filed.
 11 THE COURT: When -- when was it entered?
 12 MR. BURGESS: Back -- October 22nd, 2003.
 13 THE COURT: Yeah, that's expired. So if ---
 14 MR. BURGESS: There's also a mortgage with Robert
 15 Lee Hutchinson and Nancy Lee Hutchinson in
 16 the amount of \$26,550. A second mortgage
 17 that was recorded also on November 16th,
 18 2005, \$26,550. I believe there also may be a
 19 homeowner's association. I'm not sure that
 20 they filed actually any ---
 21 THE COURT: Have a lien on it?
 22 MR. BURGESS: --- liens.
 23 THE COURT: Okay. Well then that -- I was also
 24 going to suggest maybe a deed in lieu of
 25 foreclosure. But if there are other liens on

14 (Pages 53 to 56)

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1 the property, most -- most lieners won't --
 2 won't take a deed in lieu of foreclosure.
 3 You -- you want to keep the house, Ms.
 4 Thomas?
 5 MS. THOMAS: Yes, sir.
 6 THE COURT: But you don't think you have to pay
 7 anything for it?
 8 MS. THOMAS: I'm -- I'm working on the process of
 9 getting them paid off now.
 10 THE COURT: Now what are you doing? What are you
 11 doing?
 12 MS. THOMAS: I filed and sent to them proper
 13 documentation of payoff.
 14 THE COURT: Okay. And you said you're interested
 15 in paying them or you stated there's nothing
 16 owed? I thought you said there was nothing
 17 owed?
 18 MS. THOMAS: It has been taken care of.
 19 THE COURT: It's been taken care of?
 20 MS. THOMAS: Yes, sir.
 21 THE COURT: How's it been taken care of?
 22 MS. THOMAS: Through proper channels of
 23 administrative work and ---
 24 THE COURT: Such as?
 25 MS. THOMAS: Filings with them -- for them -- for

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1 the mortgage.
 2 THE COURT: Okay, you sent something --
 3 MS. THOMAS: They haven't said ---
 4 THE COURT: You sent me something that we got in
 5 the mail with -- with tax information that
 6 had been filed against the Clerk of Court for
 7 Richland County. What's that all about?
 8 MS. THOMAS: Mr. Wright, can you explain that
 9 please?
 10 THE WITNESS: Well, we wait -- we waiting for a --
 11 a -- a check to be -- be sent, and we want
 12 the Clerk of Court to disburse it when they
 13 receive it in hand.
 14 THE COURT: A check from whom?
 15 THE WITNESS: (No response.)
 16 THE COURT: From the IRS?
 17 THE WITNESS: It -- it would -- it would actually
 18 show up from the Treasury. This is
 19 classified information. It's information that
 20 I got from someone in the Department of
 21 Justice.
 22 THE COURT: A check from -- so you can't tell me
 23 where the check is coming from?
 24 THE WITNESS: Oh, I know it -- it actually will
 25 come from the government. It's -- it's

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1 legitimate.
 2 THE COURT: Payable -- payable to whom?
 3 THE WITNESS: Payable to the Clerk of Court. Clerk
 4 of Court disburse it to whoever is laying
 5 claim to whatever amount of debt it says is
 6 owed for that case.
 7 THE COURT: How much is the check for?
 8 THE WITNESS: It's -- I don't know. It's supposed
 9 to be whatever the mortgage is -- is for.
 10 THE COURT: Okay. And you prepared those documents
 11 for Ms. Thomas?
 12 THE WITNESS: No, not really. We -- we actually --
 13 once again it goes back to we doing it
 14 together. I didn't actually prepare it. I
 15 just had the knowledge of it.
 16 THE COURT: Who -- who prepared it?
 17 THE WITNESS: We -- we did right there
 18 (indicating).
 19 THE COURT: Say again?
 20 THE WITNESS: I said we did it together.
 21 THE COURT: You and Ms. Thomas?
 22 THE WITNESS: Yes. And of course they have a cover
 23 letter in there to the IRS, so if that
 24 there's an improper filing, or something is
 25 in error, in case contact and instruct the

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1 proper way to handle this matter. That's --
 2 that's what went out to the IRS. And of
 3 course the IRS will automatically -- if
 4 something is done wrong, they will send you a
 5 frivolous filing; which is a -- a notice;
 6 first order of due process, to let you know
 7 that something was done wrong and you need to
 8 fix it. And so as of right now as far as I
 9 know she has not received a notice of a
 10 frivolous filing.
 11 THE COURT: So you're saying that you and Ms.
 12 Thomas working together made a filing with
 13 the -- to the IRS and the US Department of
 14 Treasury -- and I know you said it's
 15 classified so I know you don't feel
 16 comfortable telling me ---
 17 THE WITNESS: Well, I mean -- I -- I'm not giving
 18 you out any -- any details, but I -- but I
 19 just -- just indicating for the record.
 20 That's what -- in other words, those papers
 21 are not saying that she paid y'all XYZ, it's
 22 just indicating what's been -- been filed --
 23 put in process -- in motion. And when --
 24 when that -- when those funds come, then we
 25 will be able to clear up both. And then that

15 (Pages 57 to 60)

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1 will be a record showing that this was paid
 2 to the Clerk of Court for the Court to then
 3 pay whoever and the matter is settled. It
 4 leaves a paper trail.
 5 THE COURT: Okay.
 6 THE WITNESS: That's all it is, is a paper trail.
 7 There's no fraudulent whatever until you get
 8 -- unless -- unless a letter come back from
 9 the IRS saying fraudulent filing, as far as I
 10 know it's legitimate.
 11 THE COURT: Okay.
 12 MS. THOMAS: And nothing has ever been sent from me
 13 saying otherwise, Your Honor.
 14 THE COURT: Okay. Sir, you may come down.
 15 MR. BURGESS: Your Honor, may -- if -- if this
 16 Court ---
 17 THE COURT: Oh, so you ---
 18 MR. BURGESS: May I ask if -- a couple of
 19 questions? I did have just a few if -- if
 20 Your Honor will indulge me.
 21 THE COURT: Well, if you insist. I was actually
 22 prepared to rule but if you want to, go ahead
 23 and ask him questions Mr. Burgess.
 24 MR. BURGESS: Your Honor, just a few on cross. I
 25 think I may be confused about some of the

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1 things that Mr. -- Mr. Wright is saying.
 2 MR. WRIGHT - CROSS-EXAMINATION BY MR. BURGESS:
 3 Q: Mr. Wright, you did indicate that you have
 4 not attended any law school. Is that
 5 correct?
 6 A: Oh no, sir. No, sir.
 7 Q: All right. And what is your current
 8 employment? Do you have a regular full-time
 9 job?
 10 MS. THOMAS: Objection. That's irrelevant.
 11 THE COURT: Well, objection ---
 12 MS. THOMAS: To my case.
 13 THE COURT: Objection overruled.
 14 A: My full-time job?
 15 Q: Yes, sir.
 16 A: My full-time job is really assisting people
 17 in any manner I can.
 18 Q: When you say assisting people, you mean
 19 exactly like what's -- what's happening in
 20 this foreclosure action. Is that correct?
 21 A: Yes. I don't care if it's a -- a marital
 22 issue because I - I - I operate basically in
 23 the form of -- as a counselor, but I do have
 24 my minister license.
 25 Q: And did -- did -- have you attend any

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1 colleges at all?
 2 A: No. I -- I took my training while I was in
 3 high school and got my journeyman's license
 4 as an electrician and I ran that for years
 5 and I sold it back in 2001.
 6 Q: So -- so you're an electrician by trade.
 7 Would -- would that be fair to say?
 8 A: Yes. I'm a master electrician.
 9 Q: And so without having gone to any law school
 10 you're not a member of any State Bar. Is
 11 that correct?
 12 A: No, sir. Not at all.
 13 Q: And how long did you say you've worked as an
 14 electrician?
 15 A: Oh, God. Since '86 and -- well, when I sold
 16 the business in 2001 but I still continued
 17 because I did work for the government and
 18 block grants and stuff like that up until
 19 like 2010.
 20 Q: So from 2010 to today you've been engaged in
 21 the same type of activity that -- that you're
 22 involved in, in this case. Is that correct?
 23 A: No.
 24 Q: So how long have you been engaged in this
 25 type of assistance?

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1 A: Since 2013.
 2 Q: Since 2013?
 3 A: 2013.
 4 Q: And has there been anyone besides Ms. Thomas
 5 -- Mr. and Mrs. Thomas that you've assisted
 6 in foreclosure actions?
 7 A: There came across -- they -- people have come
 8 across. I just know how to get the resource
 9 they looking for and give it to them. In
 10 other words I know how to find stuff that
 11 they're looking for.
 12 Q: And -- and these -- these individuals that
 13 you're assisting, they pay you for this
 14 particular service?
 15 A: They give donations. It's a lot involved.
 16 They give donations.
 17 Q: And -- and how much per person?
 18 A: It varies.
 19 Q: Can you give me a number?
 20 MS. THOMAS: Objection.
 21 A: I don't think that is of any relevance to
 22 you.
 23 MS. THOMAS: That's irrelevant.
 24 THE COURT: Well, hold on a second. What was the
 25 question again Mr. Burgess?

16 (Pages 61 to 64)

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1 Q: How much -- well, I'll -- I'll be more
 2 specific. How much did Ms. Thomas pay you to
 3 help her in this action?
 4 A: I have -- I have no clue of how much she paid
 5 me because we ain't never really -- I can't
 6 even tell you what she gave me because --
 7 Q: Has she given you any money at all?
 8 MS. THOMAS: I've given donations -- are you asking
 9 who donated ...
 10 Q: How much in donations has she given you?
 11 A: I can't even possibly tell you.
 12 Q: Is it more than \$100, more than \$1,000?
 13 A: Like, again, I can't -- I can't even tell you
 14 at this time. I don't even know.
 15 Q: But there -- there is something? There is
 16 some amount of money?
 17 A: Yes. She -- she'll -- she'll give me
 18 donations.
 19 Q: And is this on more than one occasion she's
 20 given you money?
 21 A: It would be more than one occasion, yes.
 22 Q: And I'd like for you to take a look at -- at
 23 some of the documents --
 24 THE COURT: Hold on, Mr. Burgess. I know what
 25 you're driving at but I'm not sure if it is

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1 relevant to -- to the foreclosure. I think --
 2 - I think Mr. Wright has already established
 3 that he's not an attorney and that he and
 4 Mrs. Thomas prepared these documents together.
 5 He -- he won't take credit for writing them
 6 himself. And, you know, I know what you're
 7 driving at. Okay, and I'll just bluntly
 8 state it for the record: In South Carolina a
 9 foreclosure is a lawsuit. And if people come
 10 to you for help in -- in defending a
 11 foreclosure, some would say you engaged in
 12 unauthorized practice of law if in fact
 13 you're doing that. And also I'll let you
 14 know that unauthorized practice of law in
 15 South Carolina is a felony. And that's what
 16 Mr. -- Mr. Burgess is driving at. He is
 17 trying to figure out whether or not people
 18 are paying you for in effect practicing law.
 19 THE WITNESS: Oh.
 20 THE COURT: But that's what he's driving at. But
 21 I'm not sure it's relevant to the foreclosure
 22 even though -- I mean because he's already on
 23 the record saying what he did to help her.
 24 And -- and of course I can't -- I can't do
 25 anything about -- about that now. But maybe

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1 -- maybe the Attorney General's office can do
 2 something about it. But -- but I want to
 3 deal with the merits of the -- of the case.
 4 MR. BURGESS: Yes, sir. And -- and I don't have
 5 any other -- well, actually other than a -- a
 6 couple of questions.
 7 Q: Mr. Wright, you were not present at the
 8 closing of this particular loan. Is that
 9 correct?
 10 A: No.
 11 Q: And you said you've only been involved here
 12 the last few years. Is that correct?
 13 A: Here?
 14 Q: You've been involved with this case since how
 15 long?
 16 A: Probably close to a year.
 17 Q: So it's only been the last year that you've
 18 been helping Ms. Thomas draft documents. Is
 19 that correct?
 20 A: Yes.
 21 MR. BURGESS: Your Honor, I have no further
 22 questions.
 23 THE COURT: Thank you, sir. You can come down.
 24 Watch your step coming down.
 25 THE WITNESS: Thank you.

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1 THE COURT: All right. Ms. Thomas are you -- are
 2 you employed at this time?
 3 MS. THOMAS: Yes, sir. I am.
 4 THE COURT: And you and your husband still
 5 together?
 6 MS. THOMAS: Yes, sir. We are.
 7 THE COURT: And is he employed?
 8 MS. THOMAS: Yes, sir. He is.
 9 THE COURT: Have you -- have you tried to talk to
 10 the SC Help program?
 11 MS. THOMAS: I -- I haven't. No, sir.
 12 THE COURT: Well, you -- you might want to. Mr. --
 13 Mr. Burgess, can you provide Ms. Thomas with
 14 the reinstatement figure and the payoff and
 15 the notice of sale?
 16 MR. BURGESS: Yes, Your Honor.
 17 THE COURT: Okay.
 18 MR. BURGESS: I can do that.
 19 THE COURT: Okay. Ms. Thomas, I'm going to grant
 20 his Motion for Summary Judgment. The
 21 judicial sale however though won't take place
 22 until April 4th, 2016.
 23 MS. THOMAS: When is that?
 24 THE COURT: April 4th, 2016. Mr. Burgess is your
 25 client demanding a deficiency judgment?

17 (Pages 65 to 68)

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1 MR. BURGESS: I believe -- yes, Your Honor. They
2 are requesting a deficiency judgment.
3 THE COURT: Okay. Ms. Thomas, you understand what
4 that means?
5 MS. THOMAS: No, sir.
6 THE COURT: Okay. In South Carolina what -- again,
7 a foreclosure is a lawsuit. The mortgage
8 company sometimes doesn't believe the mortgage
9 is worth what's owed on the property, that
10 the debt is -- the debt is -- I'm sorry. Let
11 me -- let me back up. If the lender doesn't
12 think the property is worth what's owed on
13 it, they not only will take the property from
14 you in the foreclosure process but they can
15 also get a judgment between what they think
16 it's actually worth -- the difference in
17 what's actually worth and what the -- what
18 the debt is. So, they're asking for a
19 judgment against you in addition to taking
20 ownership of the property. Now -- now they
21 can waive that request, and you don't have to
22 accept their opinion about what the property
23 is worth, but that's what a deficiency
24 judgment is. Now in that case, if they keep
25 demanding a deficiency judgment, the sale

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1 won't be final until -- until May. And that
2 would be May 3rd when we will be having -- or
3 probably May -- let's see, we count 30 days.
4 It will probably be May 3rd or 4th when the
5 sale would be final. Keep in mind though,
6 Ms. Thomas, you're the owner of the property
7 up until the judicial sale.
8 MS. THOMAS: Yes.
9 THE COURT: Up until April 4th.
10 MS. THOMAS: So if I pay it off -- if it's --
11 everything is taken care of before that point
12 then I just let the Court know?
13 THE COURT: Well, they're going to give you a
14 reinstatement period: that's the amount to
15 catch up the payments. They're going to give
16 you a payoff: which is the amount it will
17 take to pay the whole thing off.
18 MS. THOMAS: Okay.
19 THE COURT: And they will give you a notice of
20 sale. But that -- they -- I'm sure they'd be
21 glad to get -- if you could pay it off
22 between now and then they'd be happy for
23 that. But I would contact SC Help. If you
24 and your husband are -- are employed you have
25 some options. And you can do it online. And

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1 -- and I'd be aggressive. Today's -- today's
2 February 23rd. I'd talk to them today and
3 let them know you've been to Court and that
4 the sales date is April 4th and they can --
5 and you and your husband are both employed so
6 you need some help. So -- so I recommend
7 that -- that -- that approach. All right,
8 Mr. Wright, that doesn't bother you, does it?
9 If she goes to SC Help?
10 THE WITNESS: No. No, it don't.
11 THE COURT: Okay.
12 THE WITNESS: I've sent people there.
13 THE COURT: Say again, sir?
14 THE WITNESS: I say I've sent people there.
15 THE COURT: Oh. Okay. Okay. Mr. Burgess -- let's
16 see, we don't have a staff court reporter. I
17 think your client might want a copy of the
18 transcript?
19 MR. BURGESS: Yes, sir. We'll be ordering a copy.
20 THE COURT: Now you had exhibits. The original
21 exhibits, did you want them --
22 MR. BURGESS: Your Honor, I've handed those up.
23 They've been pre-marked.
24 THE COURT: Well, let me -- let me ask the court
25 reporter to attach those exhibits to the

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1 original transcript that he prepares and --
2 and I want to make sure -- and a card to put
3 in the file in case anybody else wants to
4 order a copy of the transcript. So -- all
5 right. Anything else today?
6 MR. BURGESS: Nothing further from the Plaintiff.
7 THE COURT: Summary judgment is granted. And Ms.
8 Thomas, do you need this back? This copy?
9 MS. THOMAS: No, sir. I have a copy.
10 THE COURT: Okay. I'll put it in the file.
11 MS. THOMAS: Thank you.
12 THE COURT: Yes, ma'am. Thank you. Thank you Mr.
13 Burgess.
14 MR. BURGESS: Thank you, Your Honor.
15 (Defendant's Exhibit Number One was marked for
16 identification purposes at the conclusion of the
17 hearing.)
18 (There being no further questions, the hearing
19 concluded at 10:44 a.m.)

18 (Pages 69 to 72)

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EXHIBIT 12

Order denying appellant's
motion to reconsider

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

Deutsche Bank National Trust Company,
as Trustee for Soundview Home Loan
Trust 2006-1, Asset-Backed Certificates,
Series 2006-1,

Plaintiff,

vs.

Helen V. Thomas; Darrel A. Thomas;
Robert Lee Hutchinson; Nancy Lee
Hutchinson; Briarwood Neighborhood
Association; Sonja Michelle Furtick,
Defendant.

IN THE COURT OF COMMON PLEAS
C/A No.: 2012-CP-40-00009

**ORDER DENYING DEFENDANT'S MOTION
TO RECONSIDER MOTION TO DISMISS**

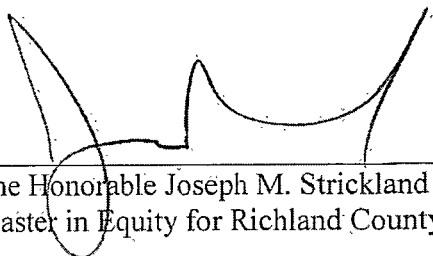
2016 MAR -4 PM 2:50
JENNIFER M. MCBRIDE
C.C.P. & G.S.
RICHLAND COUNTY
FILED

THIS MATTER came before me on February 23, 2016 on the Defendant's Motion to Reconsider Motion to Dismiss. Present at the hearing were Chad W. Burgess, attorney for the Plaintiff, and the Defendant Helen Thomas.

After careful review of the pleadings, the applicable rules of civil procedure and case law concerning those rules, I find that the Defendant's motion to reconsider should be denied.

NOW, THEREFORE, IT IS HEREBY ORDERED that the Defendant's Motion to Reconsider Motion to Dismiss is denied.

IT IS SO ORDERED.



The Honorable Joseph M. Strickland
Master in Equity for Richland County

Dated: March 3, 2016
Columbia, South Carolina

EXHIBIT 13

Master in Equity's order and
judgment of foreclosure
(granting Plaintiff's motion for
summary judgment)

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

Deutsche Bank National Trust Company, as
Trustee for Soundview Home Loan Trust 2006-
1, Asset-Backed Certificates, Series 2006-1,

Plaintiff,

v.

Helen V. Thomas; Darrel A. Thomas; Robert
Lee Hutchinson; Nancy Lee Hutchinson;
Briarwood Neighborhood Association; Sonja
Michelle Furtick,

Defendant(s)

IN THE COURT OF COMMON PLEAS
CASE NO.: 2012-CP-40-00009

**MASTER IN EQUITY'S ORDER AND JUDGMENT OF
FORECLOSURE AND SALE**

**DEFICIENCY DEMANDED AS TO DEFENDANT(S)
DARREL A. THOMAS AND HELEN V. THOMAS
(GRANTING PLAINTIFF'S MOTION FOR
SUMMARY JUDGMENT)**

COPY

Pursuant to Rule 53 of the South Carolina Rules of Civil Procedure (hereinafter "SCRCP"), the above-entitled matter was referred to the undersigned Master In Equity to make appropriate findings of fact and conclusions of law, with authority to enter a final Judgment in the cause. Any appeal from the decision of the Master In Equity shall be directly to the South Carolina Court of Appeals or Supreme Court.

Pursuant to the said reference, a hearing was held, a record was made, 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 3, 2012.
2. The Summons and Complaint were filed on January 3, 2012.
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) Nancy Lee Hutchinson; Briarwood Neighborhood Association and Sonja Michelle Furtick are in default as shown by Affidavit filed herein.
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.

RICHLAND COUNTY
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JEANNETTE W. MCBRIDE
C.C.P. & G.S.



6. The Defendant(s) Helen V. Thomas; Darrel A. Thomas and Robert Lee Hutchinson answered in this action and has/have 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, Darrel A. Thomas and Helen V. Thomas made, executed and delivered a note, dated November 10, 2005, promising thereby to pay to the order of for Finance America, LLC, its successors and assigns the sum of \$150,450.00 with interest at the rate of 9.6% 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 Darrel A. Thomas and Helen V. Thomas made, executed and delivered a mortgage to Mortgage Electronic Registration Systems, Inc. as nominee for Finance America, LLC, its successors and assigns, in writing, dated November 10, 2005, covering real property in Richland County, which is the same as that described in the Complaint. The Mortgage was recorded on November 16, 2005, and is of record in the Richland County Registry in Book R1121 at page 2955.
10. This mortgage constitutes a valid purchase money first lien on the subject property.
11. Thereafter, the Mortgage was assigned to Deutsche Bank National, as Trustee, its successors and assigns by assignment recorded on November 14, 2006 in Book R1251 at Page 02692. Thereafter, the Mortgage was assigned to Deutsche Bank National Trust Company, as Trustee for Soundview Home Loan Trust 2006-1, Asset-Backed Certificates, Series 2006-1 by assignment recorded on January 13, 2012 in Book 1734 at Page 955.
12. The Plaintiff's servicing agent for the mortgage loan described in this foreclosure action is participating in the Home Affordable Modification Program ("HMP"), but the subject loan is not eligible for modification because the borrower did not provide all necessary documents after those documents had been requested.
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 were Darrel A. Thomas and Helen V. Thomas.

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 \$8,530.00 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. 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:	02/23/16		\$ 151,298.39
Accrued interest from:	01/01/09	to: 02/17/16	\$ 86,274.05
Accruing at:	8% per annum		
Advancements to Escrow			\$ 29,892.80
Corporate Advances			\$ 5,382.23
Late charges:			\$ 1,536.43
Costs of collection prior to hearing:			\$ 300.00
Attorney's fees:			\$ 8,530.00

Total Debt secured by Note and Mortgage, including interest to date is \$283,213.90. 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 8% 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.

17. 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.

18. The Defendant(s), below listed, claim or may claim liens upon or interests 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 claims will be determined at a hearing subsequent to the sale, in accordance with Rule 71(c), SCRCF. The said Defendants and such claims or liens are as follows:

The Defendant, Sonja Michelle Furtick, has or may claim to have some interest in the Property by virtue of a judgment lien against Helen Valencia Thomas, in the original principal amount of \$3,555.00, which lien was filed in the Richland County Records on 10/22/2003 in Jmt Roll No. 250986. Said lien is junior and subordinate to Plaintiff's Mortgage and is hereby ordered removed from the title to the Property.

The Defendant, Briarwood Neighborhood Association, has or may claim to have some interest in the Property by virtue of the following:

Any unrecorded homeowners' liens or assessments due or that may become due in the future.

Any interest that this Defendant presently has or may acquire in the future is or would be junior and subordinate to Plaintiff's Mortgage and is hereby removed from the title to the Property upon the completion of a properly held foreclosure sale.

The Defendant, Robert Lee Hutchinson and Nancy Lee Hutchinson, has or may claim to have some interest in the Property by virtue of a mortgage given by Darrel A. Thomas and Helen V. Thomas, in the original principal amount of \$26,300.00, which mortgage was recorded/filed or assigned to Defendant in the Richland County Records on 11/16/2005 in Book R1121 at Page 2975. Said lien is junior and subordinate to Plaintiff's mortgage and is hereby ordered removed from the 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.

2. That there is due to the Plaintiff on its Note and Mortgage the sum of \$283,213.90, 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 8% 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 Master In Equity at public auction, at the Richland County Courthouse, City of Columbia, County and State aforesaid, on some convenient sales day hereafter, on the following terms, that is to say:
 - A. FOR CASH: The undersigned Master In Equity shall require a deposit of 5% on the amount of the bid (in cash or equivalent) the same to be applied on the purchase price only upon compliance with the bid, but in case of non-compliance within twenty (20) 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 8% 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.
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 Master In Equity 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 Master In Equity will, by advertisement according to law, give notice of the time and place of sale and the terms thereof; and that he will execute to the purchaser, or purchasers, a deed to the Property sold. The Plaintiff, or any other party to this action, or any other person may become a purchaser at such sale. If such sale is made to anyone other than the Plaintiff or its assignee, should the successful bidder, or his assignee, fail to comply with the terms thereof within twenty (20) days after the date of sale, then the undersigned Master In Equity 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 on 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 Master In Equity shall apply the proceeds of the sale as follows:

FIRST: To the payment of the amount of the costs and expenses of this action, including any Guardian Ad Litem fee or fees of attorneys appointed under Order of Court; and

NEXT: To the payment of the amount to the Plaintiff, or the Plaintiffs 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 Richland 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 Richland 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 Master In Equity 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:

ALL THAT CERTAIN PIECE, PARCEL OR LOT OF LAND, TOGETHER WITH IMPROVEMENTS THEREON, SITUATE, LYING AND BEING IN THE COUNTY OF RICHLAND, STATE OF SOUTH CAROLINA, BEING SHOWN AND DESIGNATED AS LOT 1A, A PORTION OF LOT 2B AND A PORTION OF LOT 28B, BLOCK H, ON A PLAT OF A REVISION OF LOTS 1 AND 28, BLOCK H, BRIARWOOD SUBDIVISION, PREPARED BY WILLIAM WINGFIELD, DATED NOVEMBER 17, 1970, AND RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR RICHLAND COUNTY IN PLAT BOOK 39, PAGE 714. BEING MORE SPECIFICALLY SHOWN AND DELINEATED ON A PLAT PREPARED FOR ROBERT L. HUTCHINSON AND NANCY L. HUTCHINSON BY COX AND DINKINS, INC., DATED JULY 29, 1991, AND RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR RICHLAND COUNTY IN PLAT BOOK 54 AT PAGE 8878. REFERENCE TO SAID LATTER PLAT IS MADE FOR A MORE COMPLETE AND ACCURATE DESCRIPTION. BE ALL MEASUREMENTS A LITTLE MORE OR LESS.

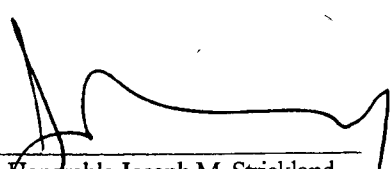
THIS BEING THE SAME PROPERTY CONVEYED TO DARREL A. THOMAS AND HELEN V. THOMAS BY DEED OF ROBERT LEE HUTCHINSON AND NANCY LEE HUTCHINSON DATED NOVEMBER 10, 2005 AND RECORDED NOVEMBER 16, 2005 IN BOOK R1121 AT PAGE 2953 IN THE OFFICE OF THE REGISTER OF DEEDS FOR RICHLAND COUNTY.

CURRENT ADDRESS OF PROPERTY: 3002 Knightbridge Road, Columbia, SC 29223

TMS: R19907-05-05

AND IT IS SO ORDERED.

Date: March 7, 2016
Columbia, South Carolina



The Honorable Joseph M. Strickland
Master in Equity for Richland County

EXHIBIT 14

FRAUDULENT UCC-1

UCC-1

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Thomas, Helen Valencia
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address) Thomas, Helen Valencia 3002 Knightbridge Road Columbia, SC 29223

SC SECRETARY OF STATE
160324-1005062 NS
Lapse Date: 03/24/2021

Date:	3/24/2016
Time:	10:05 AM
Page Count:	1 Pg
Debtor Count:	1
Filing Fees:	\$8.00
Electronic Records Access:	\$8.00
Total:	\$16.00
Order ID#	44064804

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME HELEN VALENCIA THOMAS				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS	CITY		STATE	POSTAL CODE
3002 KNIGHTBRIDGE ROAD	COLUMBIA		SC	29223
				COUNTRY US

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS	CITY		STATE	POSTAL CODE
				COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
	Thomas	Helen	Valencia	
3c. MAILING ADDRESS	CITY		STATE	POSTAL CODE
3002 Knightbridge Road	Columbia		SC	29223
				COUNTRY US

4. COLLATERAL: This financing statement covers the following collateral:

This is the entry of the collateral record owner HELEN VALENCIA THOMAS (Thomas, Helen Valencia) in the commercial register under necessity and the following document property Bar Number #72520 is hereby registered in the same. This Bar Number#72520 is herein claimed and lienied at a SUM CERTAIN amount of \$1,000,000.00 pending resolution.

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and Instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:

☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:

☒ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☒ Bailee/Bailor ☐ Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM RICHLAND COUNTY CIRCUIT COURT
Joseph M. Strickland, Master-In-Equity

Appellate Case No.: 2016-000678

Deutsche Bank National Trust Company, as Trustee for Soundview Home Loan Trust 2006-1,
Asset-Backed Certificates, Series 2006-1,

Respondent,

v.

Helen V. Thomas; Darrel A. Thomas; Robert Lee Hutchinson; Nancy Lee Hutchinson;
Briarwood Association; Sonja Michelle Furtick,

Defendants,

Of whom, Helen V. Thomas is the Appellant.

CERTIFICATE OF SERVICE BY MAIL

RECEIVED

JUL 07 2016

SC Court of Appeals

The undersigned hereby certifies that on July 7, 2016, she served a copy of Respondent's Motion to Dismiss Appeal, Statement of Facts and Memorandum in Support of Respondent's Motion to Dismiss Appeal, and Certificate of Service by Mail upon the person(s) below by depositing the same in the US Mail with proper postage affixed and addressed as follows:

Helen V. Thomas
3002 Knightbridge Road
Columbia, South Carolina 29223



Markeisha Noble
Brock & Scott, PLLC