

**THE STATE OF SOUTH CAROLINA
In the Court of Appeals**

Appeal from the Circuit Court of Lexington County, South Carolina

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

Case No. 2010-cp-32-00669
Appellate Case No. 2016-001062

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SC Court of Appeals

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

V.

Demetric Hayes.....Appellant

RECORD ON APPEAL

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

Counsel of record for the respondent:
Mary M. Caskey, Esquire, FeD ID No. 10120
James Y Becker, Esquire, Fed ID No. 5733
Haynsworth Sinkley Boyd, P.A.
1201 Main Street, Suite 2200
Post Office Drawer 11889 (29211-1889)
Columbia, South Carolina 29201

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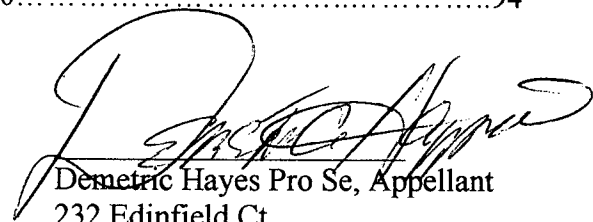
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THE STATE OF SOUTH CAROLINA
In the Court of Appeals
Appellate Case No. 2016-001062

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

Case No. 2010-cp-32-00669

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

V.

Demetric Hayes.....Appellant

PROOF OF SERVICE

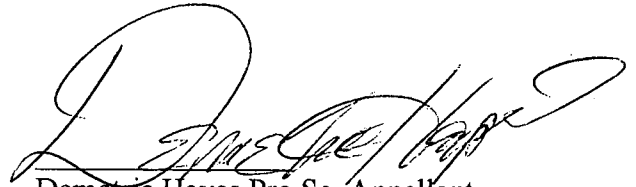
RECORD ON APPEAL

I certify that a copy of the foregoing ~~Initial Brief~~ has been served upon the Respondent by placing the same in the United States mail, addressed to the following as shown below this 6 April 2017.

Counsel of record for the respondent:

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

CC:
Court of Appeal Administration
1220 Senate Street
Suite 200
Columbia, South Carolina 29201-3739

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

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

6 April 2017

CHASE HOME FINANCE LLC S/B/M TO
CHASE MANHATTAN MORTGAGE
CORPORATION

2010 FEB 15 P 12:21
COMPLAINT

FIRST CAUSE OF ACTION
Foreclosure - Deficiency Judgment
Waived

Plaintiff,

v.

DEMETRIC HAYES

(Non-Jury)

Defendant.

2010CP3200669

The Plaintiff, complaining of the Defendant, alleges that:

1. The Plaintiff CHASE HOME FINANCE LLC S/B/M TO CHASE MANHATTAN MORTGAGE CORPORATION is a business entity duly authorized to conduct business in the State of South Carolina.
2. Upon information and belief, the Defendant DEMETRIC HAYES is a resident and citizen of the County of Lexington, State of South Carolina.
3. The real property (the "Property") that is the subject of this action and is hereinafter described is situated and located in the County of Lexington, State of South Carolina.
4. This Court has jurisdiction over the subject matter and the parties of this action.

**FOR A FIRST CAUSE OF ACTION FOR FORECLOSURE
AS TO THE DEFENDANT**

5. The Plaintiff repeats and incorporates the foregoing allegations as if fully set forth herein verbatim.
6. Heretofore, on or about 5/27/2004, the Defendant DEMETRIC HAYES, for valuable consideration, made, executed, and delivered to Chase Manhattan Mortgage Corporation, a certain Promissory Note (the "Note") in writing, wherein and whereby the Defendant

DEMETRIC HAYES promised to pay to Chase Manhattan Mortgage Corporation, the principal sum of \$118,470.00, together with interest at the rate of 6.000% per annum on the unpaid principal balance; said principal and interest being payable in monthly installments thereafter until the Note is fully paid. A true and correct copy of the Note is attached hereto and incorporated herein by reference as Exhibit "A."

7. In order to better secure the payment of the Note, the Defendant DEMETRIC HAYES, for valuable consideration, did, on the same date, to wit, 5/27/2004, make, execute, and deliver to Chase Manhattan Mortgage Corporation, its successors and assigns, a certain purchase-money mortgage (the "Mortgage"), covering the Property, which is located in the County and State aforesaid and is described as follows:

All that certain piece, parcel or lot of land, with the improvements thereon, situate, lying and being in the County of Lexington, State of South Carolina, being shown and designated as Lot 75 Heather Hill, Phase II-B (formerly Heatherwood, Phase IIB) on a plat prepared for McLeod Development, LLC by AccuPoint Surveying, P.A., dated March 3, 2003 and recorded in the ROD Office for Lexington County in Plat Book 8221 at Page 134; said plat being incorporated herein by reference and made a part of this description and said lot having such boundaries and measurements as shown thereon, all being a little more or less.

This being the same property conveyed to Demetric Hayes by deed from Mark Homebuilders, Inc., dated 05/27/2004 and recorded 05/28/2004 in deed book 9298 Page 293 in the Office of the Register of Deeds for the county of Lexington South Carolina.

TMS#: 009024-01-091

A true and correct copy of the Mortgage is attached hereto and incorporated herein by reference as Exhibit "B."

8. On 5/28/2004, the Mortgage was recorded in the Office of the Register of Deeds for Lexington County in Book 9298 at Page 295, and was subsequently re-recorded in the Office of the Register of Deeds for Lexington County on 6/8/2004, in Mortgage Book 9324

at Page 237.

9. The Plaintiff is informed and believes that the Mortgage constitutes a valid first purchase-money mortgage lien on the Property.
10. The Plaintiff is the owner and holder of the Note and the Mortgage.
11. The mortgage loan (the "Loan") that is the subject of this action and is originated and secured by the Note and the Mortgage is not owned, securitized, or guaranteed by the Federal National Mortgage Association ("FNMA" or "Fannie Mae").
12. The Loan is not owned, securitized, or guaranteed by the Federal Home Loan Mortgage Corporation ("FHLMC" or "Freddie Mac").
13. The servicer (the "Servicer") of the Loan has executed a Commitment to Purchase Financial Instrument and Servicer Participation Agreement for the Home Affordable Modification Program under the Emergency Economic Stabilization Act of 2008 (a "HAMP Participation Agreement"), and, therefore, the Servicer is participating in the Home Affordable Modification Program (the "HAMP").
14. Because the Servicer executed a HAMP Participation Agreement and is participating in the HAMP, the Loan is subject to consideration for modification pursuant to the HAMP.
15. Although the Servicer executed a HAMP Participation Agreement and is participating in the HAMP, the Loan is owned, securitized, or guaranteed by the United States Department of Veterans Affairs and is, therefore, not subject to modification pursuant to the HAMP.
16. In and by the terms of the Note and the Mortgage, it is provided, among other things, that on failure to pay any installment of either principal or interest, or any portion thereof when due, or if any of the conditions and requirements in the Mortgage securing the Note are not complied with, then the whole principal sum and accrued interest shall, at the option of the legal holder thereof, become at once due and payable and collectible by

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CLERK OF COURT
LEXINGTON COUNTY
KENTUCKY

WHEREFORE, AS TO THE FIRST CAUSE OF ACTION, the Plaintiff prays judgment that:

- A. The Court issue an Order adjudging that although the Servicer executed a HAMP Participation Agreement and is participating in the HAMP, the Loan is not subject to modification pursuant to the HAMP because of the reason set forth in Paragraph Fifteen (15), *supra*.
- B. The amount due upon the Note and the Mortgage held by the Plaintiff be ascertained and determined under the direction of this Court, together with attorney's fees and costs of this action.
- C. The Mortgage be declared a valid first purchase-money mortgage lien and that the Plaintiff have judgment of foreclosure for the amount so found to be due and owing thereon, together with any taxes or insurance premiums which may be due or which may be or have been paid by the Plaintiff, together with attorney's fees and for the costs of this action.
- D. The Property be sold according to law and the practice of this Court, the equity of redemption be barred and that the proceeds of sale be applied as follows:
 - First, to the costs and expenses of the within action and said sale;
 - Second, to the payment and discharge of the amount due on the Note and the Mortgage, together with attorney's fees, as aforesaid; and
 - Third, the surplus, if any, be distributed according to law;
- E. For such other and further relief as may be just and proper.

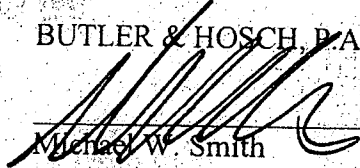
FURTHER, in the event the successful bidder (at the time of this foreclosure sale) is other than the Defendant in possession herein, the Sheriff of Lexington County will be ordered and directed to eject and remove from the premises the occupants of the Property sold, together with all personal property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

Columbia, South Carolina

Date: February 15, 2010

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BUTLER & HOSCH, P.A.



Michael W. Smith

C Bar No. 71184

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Fax: 803-798-2175

Attorney for Plaintiff

STATE OF SOUTH CAROLINA)

COUNTY OF LEXINGTON)

CHASE HOME FINANCE LLC S/B/M TO CHASE)
MANHATTAN MORTGAGE CORPORATION)

Plaintiff(s))

vs.)

DEMETRIC HAYES)

Defendant(s))

IN THE COURT OF COMMON PLEAS

ORIGINAL

CIVIL ACTION COVERSHEET

2010 FEB 16 12:21
-CP-

DELLA CARRIGS
CLERK OF COURT

(Please Print)

Submitted By: Michael W. Smith

Address: Westpark Center II
107 Westpark Blvd., Suite 130
Columbia, South Carolina 29210

SC Bar #: 71184

Telephone #: 803-798-2112

Fax #: 803-798-2175

Other:

Email:

2010CP3200669

NOTE: The cover sheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for the use of the Clerk of Court for the purpose of docketing. It must be filled out completely, signed, and dated. A copy of this cover sheet must be served on the defendant(s) along with the Summons and Complaint.

DOCKETING INFORMATION (Check all that apply)

*If Action is Judgment/Settlement do not complete

- JURY TRIAL demanded in complaint. NON-JURY TRIAL demanded in complaint.
- This case is subject to ARBITRATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
- This case is subject to MEDIATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
- This case is exempt from ADR. (Proof of ADR/Exemption Attached)

NATURE OF ACTION (Check One Box Below)

- | | | | |
|--|---|---|--|
| <p>Contracts</p> <ul style="list-style-type: none"> <input type="checkbox"/> Constructions (100) <input type="checkbox"/> Debt Collection (110) <input type="checkbox"/> Employment (120) <input type="checkbox"/> General (130) <input type="checkbox"/> Breach of Contract (140) <input type="checkbox"/> Other (199) | <p>Torts - Professional Malpractice</p> <ul style="list-style-type: none"> <input type="checkbox"/> Dental Malpractice (200) <input type="checkbox"/> Legal Malpractice (210) <input type="checkbox"/> Medical Malpractice (220) Previous Notice of Intent Case #
20 -CP- _____ <input type="checkbox"/> Notice/ File Med Mal (230) <input type="checkbox"/> Other (299) | <p>Torts - Personal Injury</p> <ul style="list-style-type: none"> <input type="checkbox"/> Assault/Slander/Libel (300) <input type="checkbox"/> Conversion (310) <input type="checkbox"/> Motor Vehicle Accident (320) <input type="checkbox"/> Premises Liability (330) <input type="checkbox"/> Products Liability (340) <input type="checkbox"/> Personal Injury (350) <input type="checkbox"/> Wrongful Death (360) <input type="checkbox"/> Other (399) | <p>Real Property</p> <ul style="list-style-type: none"> <input type="checkbox"/> Claim & Delivery (400) <input type="checkbox"/> Condemnation (410) <input checked="" type="checkbox"/> Foreclosure (420) <input type="checkbox"/> Mechanic's Lien (430) <input type="checkbox"/> Partition (440) <input type="checkbox"/> Possession (450) <input type="checkbox"/> Building Code Violation (460) <input type="checkbox"/> Other (499) |
| <p>Inmate Petitions</p> <ul style="list-style-type: none"> <input type="checkbox"/> PCR (500) <input type="checkbox"/> Mandamus (520) <input type="checkbox"/> Habeas Corpus (530) <input type="checkbox"/> Other (599) | <p>Judgments/Settlements</p> <ul style="list-style-type: none"> <input type="checkbox"/> Death Settlement (700) <input type="checkbox"/> Foreign Judgment (710) <input type="checkbox"/> Magistrate's Judgment (720) <input type="checkbox"/> Minor Settlement (730) <input type="checkbox"/> Transcript Judgment (740) <input checked="" type="checkbox"/> Lis Pendens (750) <input type="checkbox"/> Transfer of Structured Settlement Payment Rights Application (760) <input type="checkbox"/> Other (799) | <p>Administrative Law/Relief</p> <ul style="list-style-type: none"> <input type="checkbox"/> Reinstate Driver's License (800) <input type="checkbox"/> Judicial Review (810) <input type="checkbox"/> Relief (820) <input type="checkbox"/> Permanent Injunction (830) <input type="checkbox"/> Forfeiture-Petition (840) <input type="checkbox"/> Forfeiture-Consent Order (850) <input type="checkbox"/> Other (899) | <p>Appeals</p> <ul style="list-style-type: none"> <input type="checkbox"/> Arbitration (900) <input type="checkbox"/> Magistrate-Civil (910) <input type="checkbox"/> Magistrate-Criminal (920) <input type="checkbox"/> Municipal (930) <input type="checkbox"/> Probate Court (940) <input type="checkbox"/> SCDOT (950) <input type="checkbox"/> Worker's Comp (960) <input type="checkbox"/> Zoning Board (970) |
| <p>Special/Complex /Other</p> <ul style="list-style-type: none"> <input type="checkbox"/> Environmental (600) <input type="checkbox"/> Automobile Arb. (610) <input type="checkbox"/> Medical (620) <input type="checkbox"/> Other (699) | <ul style="list-style-type: none"> <input type="checkbox"/> Pharmaceuticals (630) <input type="checkbox"/> Unfair Trade Practices (640) <input type="checkbox"/> Out-of State Depositions (650) <input type="checkbox"/> Motion to Quash Subpoena in an Out-of-County Action (660) <input type="checkbox"/> Sexual Predator (510) | | <ul style="list-style-type: none"> <input type="checkbox"/> Public Service Commission (990) <input type="checkbox"/> Employment Security Comm (991) <input type="checkbox"/> Other (999) |

Submitting Party Signature: _____

Date: 2/16/10

Note: Frivolous civil proceedings may be subject to sanctions pursuant to SCRCPP, Rule 11, and the South Carolina Frivolous Civil Proceedings Sanctions Act, S.C. Code Ann. §15-36-10 et. seq.

FOR MANDATED ADR COUNTIES ONLY

Allendale, Anderson, Beaufort, Colleton, Florence, Greenville,
Hampton, Horry, Jasper, Lexington, Pickens (Family Court Only), and Richland

SUPREME COURT RULES REQUIRE THE SUBMISSION OF ALL CIVIL CASES TO AN ALTERNATIVE DISPUTE RESOLUTION PROCESS, UNLESS OTHERWISE EXEMPT.

You are required to take the following action(s):

2010 FEB 16 P 12:21

1. The parties shall select a neutral and file a "Proof of ADR" form on or by the 210th day of the filing of this action. If the parties have not selected a neutral within 210 days, the Clerk of Court shall then appoint a primary and secondary mediator from the current roster on a rotating basis from among those mediators agreeing to accept cases in the county in which the action has been filed.
2. The initial ADR conference must be held within 300 days after the filing of the action.
3. Pre-suit medical malpractice mediations required by S.C. Code §15-79-125 shall be held not later than 120 days after all defendants are served with the "Notice of Intent to File Suit" or as the court directs. (Medical malpractice mediation is mandatory statewide.)
4. Cases are exempt from ADR only upon the following grounds:
 - a. Special proceeding, or actions seeking extraordinary relief such as mandamus, habeas corpus, or prohibition;
 - b. Requests for temporary relief;
 - c. Appeals
 - d. Post Conviction relief matters;
 - e. Contempt of Court proceedings;
 - f. Forfeiture proceedings brought by governmental entities;
 - g. Mortgage foreclosures; and
 - h. Cases that have been previously subjected to an ADR conference, unless otherwise required by Rule 3 or by statute.
5. In cases not subject to ADR, the Chief Judge for Administrative Purposes, upon the motion of the court or of any party, may order a case to mediation.
6. Motion of a party to be exempt from payment of neutral fees due to indigency should be filed with the Court within ten (10) days after the ADR conference has been concluded.

**Please Note: You must comply with the Supreme Court Rules regarding ADR.
Failure to do so may affect your case or may result in sanctions.**

STATE OF SOUTH CAROLINA
COUNTY OF LEXINGTON

FILED IN THE COURT OF COMMON PLEAS
CASE NO. 2010-CP-32-00669
2010 JUN 16 A 10:14
ORDER OF REFERENCE

CHASE HOME FINANCE LLC S/B/M TO
CHASE MANHATTAN MORTGAGE
CORPORATION

Plaintiff,

DEMETRIC HAYES

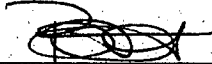
Defendant

BETH A. CARRIGG
CLERK OF COURT
LEXINGTON SC

Upon motion of Michael W. Smith, attorney for the Plaintiff, it appearing that no Defendant in this case has requested a jury trial; and it further appearing, pursuant to the revised Rule 53(b) South Carolina Rules of Civil Procedure, that this is a proper matter to refer to The Honorable James O. Spence, as Master in Equity for Lexington County.

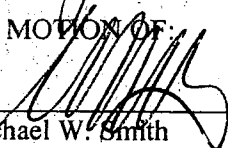
Now therefore, IT IS ORDERED that the above entitled cause be, and the same is hereby, referred to The Honorable James O. Spence, as Master in Equity for Lexington County to make appropriate findings of fact and conclusions of law with authority to dispose of any and all issues and enter a final judgment in the cause, without further order of court, to order a judicial sale on any day, not just a regular judicial sales day and to hear any issues and make any orders after sale or judgment, including but not limited to, issues involving surplus funds pursuant to Rule 71(c) SCRPC, Petitions or Motions relating to Writ of Assistance or any other actions as to possession, and/or removal of property, and issues pursuant to appraisal proceedings under S.C. Code Ann. Section 29-3-680, et seq. (1976 SC Code of Laws, as amended).

Any appeal from the final judgment in this cause shall be to the Supreme Court of South Carolina or Court of Appeals.


Clerk of Court/Presiding Judge
11th Judicial Circuit

Lexington, South Carolina
Date: JUNE 15, 2010

ON MOTION OF:


Michael W. Smith
Attorney for Plaintiff

PAID
JUN 15 2010
MIC

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B&H # 281355

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STATE OF SOUTH CAROLINA
COUNTY OF LEXINGTON

IN THE COURT OF COMMON PLEAS
FILED CASE NO. 2010-CP-32-00669
~~Court of Appeals~~

CHASE HOME FINANCE LLC S/B/M TO
CHASE MANHATTAN MORTGAGE
CORPORATION,

2010 JUL 30 P 12:14

MASTER'S ORDER AND

JUDGMENT OF FORECLOSURE
AND SALE
BETH A. GIBSON
CLERK OF COURT
LEXINGTON SC

Plaintiff,

v.

NO DEFICIENCY REQUESTED

DEMETRIC HAYES,

Defendant

Pursuant to Rule 53 of the South Carolina Rules of Civil Procedure (hereinafter "SCRCP"), the above-entitled action 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 action. Any appeal from the decision of the Master in Equity shall be directly to the South Carolina Supreme Court or Court of Appeals.

Pursuant to the said reference, a hearing was held on July 29, 2010, attended by the attorneys of record, the testimony was taken, which is reported herewith, and from the testimony and evidence, I find and conclude as follows:

FINDINGS OF FACT:

1. The Lis Pendens was filed on February 16, 2010.
2. The Summons and Complaint were filed on February 16, 2010.
3. Service was made upon the Defendants named in this Order as is shown by the proofs of service filed herein.
4. The Defendant DEMETRIC HAYES is in default as shown by Affidavit filed herein.

EXHIBIT

B&H # 281355

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5. According to an Affidavit filed herein, no Defendant is in the military service of the United States of America, as contemplated under The Servicemembers Civil Relief Act, and any amendments thereto.
6. The Defendant DEMETRIC HAYES did not file or serve an answer in this action.
7. All Defendants were notified of the time, date and place of hearing in this matter.
8. For value received, DEMETRIC HAYES made, executed and delivered a note, dated 05/27/2004, promising thereby to pay to the order of CHASE MANHATTAN MORTGAGE CORPORATION the sum of \$118,470.00, with interest at the rate of 6% per annum. 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, said DEMETRIC HAYES, made, executed and delivered to CHASE MANHATTAN MORTGAGE CORPORATION a mortgage, in writing, dated 05/27/2004, covering real property in Lexington County, which is the same as that described in the Complaint. The mortgage was recorded on 05/28/2004, and is of record in the Office of the ROD for Lexington County in Book 9298 at Page 295, and was subsequently re-recorded in the Office of the Register of Deeds for Lexington County on 06/08/2004, in Mortgage Book 9324 at Page 237.
10. This mortgage constitutes a valid first purchase-money mortgage lien on the subject property.
11. The Plaintiff is the owner and holder of the Note and the Mortgage.
12. The mortgage loan (the "Loan") that is the subject of this action and is originated and secured by the Note and the Mortgage is not owned, securitized, or guaranteed by the Federal National Mortgage Association ("FNMA" or "Fannie Mae").
13. The Loan is not owned, securitized, or guaranteed by the Federal Home Loan Mortgage Corporation ("FHLMC" or "Freddie Mac").

14. The servicer (the "Servicer") of the Loan has executed a Commitment to Purchase Financial Instrument and Servicer Participation Agreement for the Home Affordable Modification Program under the Emergency Economic Stabilization Act of 2008 (a "HAMP Participation Agreement"), and, therefore, the Servicer is participating in the Home Affordable Modification Program (the "HAMP").

15. Because the Servicer executed a HAMP Participation Agreement and is participating in the HAMP, the Loan is subject to consideration for modification pursuant to the HAMP.

16. Although the Servicer executed a HAMP Participation Agreement and is participating in the HAMP, the Loan is owned, securitized, or guaranteed by the United States Department of Veterans Affairs and is, therefore, not subject to modification pursuant to the HAMP.

17. The titleholder of record of the subject property as of the filing of the Lis Pendens in this action was DEMETRIC HAYES, who is the original mortgagor.

18. 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.

19. 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 attorneys; the fee customarily charged in this jurisdiction for similar services; and the beneficial results obtained for the Plaintiff, I find that the sum of \$1,375.00 is a reasonable attorney's fee for the Plaintiff's attorneys 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

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adjudication contemplates completion of this matter within a reasonable time and does not include exceptional, unanticipated circumstances delaying conclusion beyond the normal time.

20. 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:

- (a) Principal due as of 07/29/2010 \$109,197.28
- (b) Interest from 09/01/2009 through 07/29/2010 at 6% per annum \$5,980.46
- (c) Real Estate Tax Advancements \$321.30
- (d) Hazard Insurance Advancements \$363.64
- (e) Late Charges \$313.67
- (f) Property Inspections \$186.00
- (g) Costs of collection prior to hearing \$719.61
- (h) Foreclosure Attorney's Fees \$1,375.00

Total Debt secured by note and mortgage, including interest to date shown \$118,456.96. Interest for the period from the date shown in (b) above through the date of this judgment, at above stated rate, to be added to the above stated "Total Debt" to comprise the amount of the judgment debt entered herein, and interest after the date of judgment at the rate of 6% per annum, pursuant to the terms of the note and mortgage on the judgment debt should be added to such judgment debt to comprise the amount of the Total Debt secured by the mortgage through the date to which such interest is computed.

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

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

1. That the Plaintiff should have judgment of foreclosure of its mortgage; and the mortgaged property should be ordered sold at public auction after due advertisement.
2. That there is due to the Plaintiff on its note and mortgage the sum of \$118,456.96, representing the Total Debt due to the Plaintiff as set out in Paragraph 20, supra, 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" as set forth in Paragraph 20, supra, 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 6% per annum.
4. That the Plaintiff is entitled to an order from this Court determining that the Plaintiff has fully complied with the requirements of the TRO and the Administrative Order and that the loan that is the subject of this action is not eligible for modification pursuant to the terms of the Home Affordable Modification Program.

IT IS, THEREFORE ORDERED, ADJUDGED AND DECREED:

1. That the Defendant liable for the aforesaid Total Debt shall, prior to the date and time of the sale of the subject property, hereinafter described, pay to the Plaintiff, or the Plaintiff's attorney, the amount of the Total Debt as aforesaid, together with the costs and disbursements of this action.
2. That on default of payment prior to the date and time of the sale, the mortgaged premises, hereinafter described, shall be sold by the undersigned Master in Equity at public auction, at the Lexington County Judicial Center, in the City of Lexington, 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 thirty (30) days the same to be forfeited and applied to the costs and then to the Total Debt.

B. Interest on the balance of the bid shall be paid to the day of compliance at the rate of 6% per annum.

C. The sale shall be subject to taxes and assessments, existing easements and restrictions of record, and any other senior encumbrances.

D. Purchaser to pay for the deed and the cost of recording the deed.

3. That, if the Plaintiff is the successful bidder at said sale, for a sum not exceeding the amount of costs, expenses and the Total Debt 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 Total Debt.

4. That a personal or deficiency Judgment being WAIVED, the bidding will not remain open for thirty (30) days (pursuant to S.C. Code Ann. § 15-39-760(1976)), and bidding will be final on the date of sale, 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 premises sold. The Plaintiff, or any other party to this action, or any other person may become a purchaser at such sale. Upon such sale being made, should the successful bidder, or his assignee, fail to comply with the terms thereof within thirty (30) days after the date of sale, then the undersigned Master in Equity may re-advertise the premises for sale on the next, or some other subsequent, sales day, at the risk of the highest bidder, and so from time to time thereafter until a full compliance shall be secured.

6. That in the event an agent of Plaintiff does not appear at the time of sale, the within property shall be withdrawn from sale and sold at the next available sales date upon the terms

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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 Plaintiff's attorneys, of the amount of the Total Debt and interest (including attorney's 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, in the event the successful bidder is other than the Defendant in possession herein, the Sheriff of Lexington County is hereby directed to eject and remove from the premises the occupant of the property sold, together with any and all personal property located thereon, and to put the successful bidder, or his assigns, in full, quiet and peaceable possession.

9. 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.

10. 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 Defendant, who was the title-holder of the mortgaged property at the time of the filing of the Lis Pendens, and the grantee of the subject mortgage; and that the Register of Deeds is hereby authorized to

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omit from the indices pertaining to such conveyance the names of all parties not contained in said deed.

11. That it is further ORDERED ADJUDGED AND DECREED that the undersigned Master in Equity shall retain Jurisdiction to do all necessary acts incident to this foreclosure, including, but not limited to, the issuance of a Writ of Assistance, disposing of any surplus funds pursuant to Rule 71(c), SCRPC.
12. 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 being foreclosed, which lien is described in Paragraph 9 of the Findings of Fact hereinabove.
13. That it is further ORDERED, ADJUDGED AND DECREED that the Plaintiff has fully complied with the requirements of the TRO and the Administrative Order and that the loan that is the subject of this action is not eligible for modification pursuant to the terms of the Home Affordable Modification Program.
14. That it is further ORDERED ADJUDGED AND DECREED that the following is a description of the premises herein ordered to be sold:

All that certain piece, parcel or lot of land, with the improvements thereon, situate, lying and being in the County of Lexington, State of South Carolina, being shown and designated as Lot 75 Heather Hill, Phase II-B (formerly Heatherwood, Phase IIB) on a plat prepared for McLeod Development, LLC by AccuPoint Surveying, P.A., dated March 3, 2003 and recorded in the ROD Office for Lexington County in Plat Book 8221 at Page 134; said plat being incorporated herein by reference and made a part of this description and said lot having such boundaries and measurements as shown thereon, all being a little more or less.

This being the same property conveyed to Demetric Hayes by deed from Mark Homebuilders, Inc., dated 05/27/2004 and recorded 05/28/2004 in deed book 9298 Page 293 in the Office of the Register of Deeds for the county of Lexington South Carolina.

16

~~CONFIDENTIAL~~

CURRENT ADDRESS OF PROPERTY: 232 Edinfield Court, Gaston, SC 29053

TMS: 009024-01-091

AND IT IS SO ORDERED.

51
James O. Spence
Master in Equity for Lexington County

Date: 7-29, 2010
Lexington, South Carolina

FILED
2010 JUL 30 14
BETH A. CARRIGG
CLERK OF COURT
LEXINGTON SC

17

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF LEXINGTON

JPMorgan Chase Bank, National Association,
Successor by Merger to Chase Home Finance,
LLC s/b/m to Chase Manhattan Mortgage
Corporation,

Case No. 2010-CP-32-00669

COURT OF COMMON PLEAS
LEXINGTON, SC

Plaintiff,

vs.

Demetric Hayes,

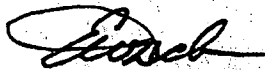
Defendant.

ORDER OF REFERENCE

This matter is before the Court on motion of Plaintiff for an Order Confirming Reference and Appointing Special Referee pursuant to Rule 53, SCRPC. A hearing was held before me on January 6, 2014. Plaintiff appeared through its counsel, Mary M. Caskey, Esq., and Defendant appeared pro se. Having heard argument of counsel,

IT IS ORDERED, that Plaintiff's Motion Order Confirming Reference and Appointing Special Referee is GRANTED.¹ This case is hereby referred to Albert J. Dooley, Jr. as Special Referee, for the purpose of making appropriate findings of facts and conclusions of law with the authority to enter a final judgment in this action under Rule 53, South Carolina Rules of Civil Procedure.

AND IT IS SO ORDERED.



The Honorable Edgar W. Dickson
First Judicial Circuit

January 31, 2014
Lexington, SC

¹ Also on January 6, 2014, the Court heard Defendant's Rule 60(b)(3) Motion to Vacate Judgment for Failure to Properly Execute Service on Defendant, filed on September 10, 2013 ("Defendant's Motion"). The Court has elected to withhold judgment on Defendant's Motion, which shall be resolved by Albert J. Dooley, Special Referee on or before any final hearing in this case.

ORIGINAL

FILED

AM

STATE OF SOUTH CAROLINA IN THE COURT OF COMMON PLEAS

COUNTY OF LEXINGTON

BETH A. CARRIGG
CLERK OF COURT

JPMorgan Chase Bank, National Association, Case No. 2010-CP-32-00669
Successor by Merger to Chase Home Finance,
LLC s/b/m to Chase Manhattan Mortgage
Corporation,

Plaintiff,

vs.

Demetric Hayes,

Defendant.

**ORDER DENYING DEFENDANT'S RULE 60(b)(3) MOTION TO VACATE
JUDGMENT FOR FAILURE TO EXECUTE SERVICE ON DEFENDANT
AND
SUPPLEMENTAL ORDER POST-JUDGMENT**

Pursuant to Rule 53, SCRPC, this matter was referred to me with authority to enter final judgment in this case. A hearing was held before me on March 13, 2014, on Defendant's Rule 60(b)(3) Motion to Vacate Judgment for Failure to Execute Service on Defendant ("Defendant's Motion") and on Plaintiff's request for an order updating the amount that has come due on the debt since the Master's Order of Judgment and Foreclosure and Sale filed on July 30, 2010 ("Master's Order"). Plaintiff appeared through its counsel, James Y. Becker, Esq. and Defendant appeared *pro se*. For the reasons set forth below, Defendant's Motion is denied and Plaintiff's request for a supplemental order updating the amount of the debt is granted.

I. DEFENDANT'S MOTION TO VACATE THE MASTER'S ORDER IS DENIED.

In his Motion, Defendant argues that he was not properly served with the summons and complaint in this foreclosure action, and that the Master's Order should be vacated under Rule 60(b)(3), SCRPC. However, the evidence before the Court shows that the Master's Order was filed after a hearing before the Honorable James O. Spence on July 29, 2010, during which

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AM

Plaintiff's attorney presented testimony that Defendant was properly served with the summons and complaint, and that Defendant was in default for failing to file any responsive pleading. Plaintiff filed an Affidavit of Service from the Lexington County Sheriff's Department on March 24, 2010, affirming that Defendant was served by substitute service when the Sheriff left a copy of the Summons and Complaint with Defendant's fiancé, Karla Marshall, at the address for the property that is the subject of this action and Defendant's current address. Defendant was given notice of the final foreclosure hearing, as evidenced by the Notice of Final Hearing filed on July 21, 2010. Defendant has admitted that he was present at the hearing on July 30, 2010.

Additionally, after the entry of the Master's Order, Judge Spence held two additional hearings at which Defendant had the opportunity to present argument concerning the service of the summons and complaint and the validity and finality of the Master's Order. Judge Spence ruled at each hearing that Defendant had been properly served by the Lexington County Sheriff's Department and that Defendant had waived his right to challenge the foreclosure action by failing to appear prior to the entry of the Master's Order in 2010.

In his Motion, Defendant again seeks to challenge the validity of the Master's Order, this time based on Rule 60(b)(3), which provides in relevant part:

(b) On motion and upon such terms as are just, the court may relieve a party or his legal representative from a final judgment, order, or proceeding for the following reasons: . . . (3) fraud, misrepresentation, or other misconduct of an adverse party. . . . The motion shall be made within a reasonable time and for reasons (1), (2), and (3) not more than one year after the judgment, order, or proceeding was entered or taken.

First, Defendant's Motion under Rule 60(b) is clearly time-barred. Rule 60(b), SCRPC, requires that a motion for relief from a final judgment must be made within a reasonable time but not later than one year after the entry of judgment. *Se. Hous. Found. v. Smith*, 380 S.C. 621, 670 S.E.2d 680 (Ct. App. 2008). Defendant's Motion was not filed until September 10, 2013—

more than three years after the Master's Order was entered on July 30, 2010, so his motion is time-barred.

Second, Defendant has not offered any evidence of any extrinsic fraud or misconduct by Plaintiff. South Carolina courts have long held that to obtain equitable relief from a judgment under Rule 60(b)(3), SCRCP, the alleged fraud or misconduct must be extrinsic. *Raby Constr. LLP v. Orr*, 358 S.C. 10, 19, 594 S.E.2d 478, 482-483 (2004). "Extrinsic fraud is fraud that induces a person not to present a case or deprives a person of the opportunity to be heard." *Chewning v. Ford Motor Co.*, 354 S.C. 72, 81, 579 S.E.2d 605, 610 (2003). In his Motion, Defendant asserts two facts that he claims warrant vacating the Master's Order: Plaintiff's alleged failure to serve Defendant with the Summons and Complaint, and Plaintiff's alleged failure to prove that it is the current holder of the Note and Mortgage. Defendant, however, has not produced any evidence to support the truth of his allegations, and even if either allegation was true, there is no evidence that either action by Plaintiff has prevented Defendant from participating in the foreclosure. Instead, Defendant has participated in every hearing held in this case and has repeated the same arguments at every turn, all in an effort to delay the inevitable sale of the property. There is no dispute that Defendant had proper notice of all hearings in this case and that he was present at every hearing. Consequently, even if Defendant's motion was timely brought, which it was not, there is no evidence that Plaintiff has engaged in any fraud or misconduct that has prevented Defendant from participating in this action.

Third, the Court finds that Defendant failed to present any new evidence at the March 13 2013, hearing to support his claims that he was not served or that Plaintiff does not have standing to pursue this case. The Court has already ruled on both issues and held that Defendant was properly served and that Plaintiff is the real party in interest and has standing to sue, so



Defendant's claims are barred by the doctrine of res judicata. Further, Defendant's argument that Plaintiff should be barred from proceeding in the foreclosure because there is no assignment of record into Plaintiff is without merit. Plaintiff is the successor by merger to Chase Home Finance LLC, which is the successor by merger to Chase Manhattan Mortgage. Thus, the Note and Mortgage have never been sold or transferred to a new entity, and no assignment of Mortgage or transfer of the Note is required to give Plaintiff standing.

Based on the foregoing, Defendant's Motion is denied.

2. Plaintiff's request for a supplemental order on the amount of the debt is granted.

At the March 13, 2014, hearing, Plaintiff submitted an Affidavit of Indebtedness from Stephanie N. Dinkins for the purpose of updating the amount due on the subject mortgage loan since the Master's Order was entered on July 30, 2010. Defendant did not present any evidence to oppose the Affidavit of the information contained therein. Defendant also admitted on the record that he in default under the terms of the subject mortgage loan by failing to make payments when due.

Therefore, upon motion of Plaintiff's counsel and for good cause shown, IT IS HEREBY ORDERED that the previous judgment debt in the Master's Order is amended to reflect that the amount due on the subject note and mortgage, with interest rate provided in the note, and other costs and expenses of collection, is, as of February 20, 2014:

Principal Balance	\$ 109,197.28
Interest Due through 1/31/2014	28,937.47
Pre-Acceleration Late Charges	313.67
Escrow:	
Escrow Advances for 2014	0.000

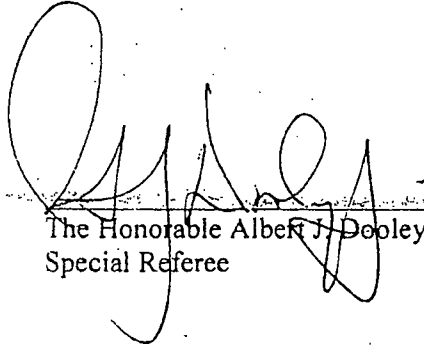
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AKJ

Escrow Advances for 2013	1,926.88
Escrow Advances for 2012	0.00
Escrow Advances for previous years	838.45
<hr/>	
Hazard Insurance Advances	3,421.00
PMI Advances	0.00
Credits	(605.11)
Total Escrow	5,581.22
Broker's Price Opinion	503.00
Property Preservation	0.00
Previous Bankruptcy Fees/Costs	750.00
Previous Attorney's Fees/Costs	0.00
Property Inspections	294.00
Suspense	0.00
Subtotal before fees:	145,576.64
Foreclosure Attorneys' Fees (from Master's Order filed July 30, 2010)	1375.00
Costs of collection prior to hearing (from Master's Order filed July 30, 2010)	719.61
Additional Foreclosure Attorneys' Fees	8,649.20
Additional Costs of Collection since July 20, 2010 hearing	1,933.31
TOTAL DEBT SECURED BY NOTE AND MORTGAGE:	\$158,253.76

The Court further finds that based on the Attorney Certification served by Plaintiff, it appears that the foreclosure intervention process under the Administrative Order is complete because Defendant has refused to participate, and the subject property may be set for sale. The subject property shall be sold under the terms of the original Master's Order, at the sale scheduled for May 5, 2014.

AND IT IS SO ORDERED.



The Honorable Albert J. Dooley
Special Referee

MARCH 25, 2014

STATE OF SOUTH CAROLINA

FILED
IN THE COURT OF COMMON PLEAS

COUNTY OF LEXINGTON

2014 APR 14 A 9:37

JPMorgan Chase Bank, National Association,
Successor by Merger to Chase Home Finance,
LLC s/b/m to Chase Manhattan Mortgage
Corporation,

BETH A. COLEMAN, Case No: 2010-CP-32-00669
CLERK OF COURT
LEXINGTON, SC

Plaintiff,

vs.

Demetric Hayes,

Defendant.

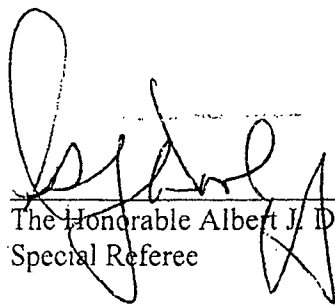
ORIGINAL

**ORDER DENYING DEFENDANT'S MOTION FOR REMOVAL OF
SPECIAL REFEREE DUE TO CONFLICT OF INTEREST**

Pursuant to Rule 53, SCRCP, this matter was referred to me with authority to enter final judgment in this case. I am in receipt of Defendant's Motion for Removal of Special Referee Due to Conflict of Interest ("Motion"), in which Defendant requests that I be removed as Special Referee from hearing further proceedings in this matter. However, Defendant's Motion is untimely and without merit, and is therefore DENIED.

AND IT IS SO ORDERED.

April 11, 2014


The Honorable Albert J. Dooley
Special Referee

WH

STATE OF SOUTH CAROLINA
COUNTY OF LEXINGTON

FILED IN THE COURT OF COMMON PLEAS

2014 APR 14 A 9:38

Case No. 2010-CP-32-00669

JPMorgan Chase Bank, National Association,
Successor by Merger to Chase Home Finance,
LLC s/b/m to Chase Manhattan Mortgage
Corporation,

CLERK OF COURT
LEXINGTON SC

Plaintiff,

vs.

Demetric Hayes,

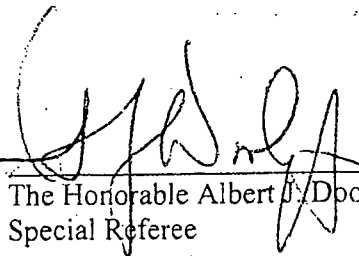
Defendant.

ORIGINAL

**ORDER DENYING DEFENDANT'S MOTION FOR RECONSIDERATION AND
VACATING OF ORDER BASED ON NEWLY DISCOVERED EVIDENCE**

Pursuant to Rule 53, SCRPC, this matter was referred to me with authority to enter final judgment in this case. I am in receipt of Defendant's Motion for Reconsideration and Vacating of Order Based on Newly Discovered Evidence ("Motion"), filed on April 4, 2014, in which Defendant requests that the Court reconsider its Order Denying Defendant's Rule 60(b)(3) Motion to Vacate Judgment for Failure to Execute Service on Defendant and Supplemental Order Post-Judgment. Because I find that Defendant's Motion is without merit, it is DENIED.

AND IT IS SO ORDERED.


The Honorable Albert J. Dooley
Special Referee

April 11, 2014

WHY

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF LEXINGTON

JPMorgan Chase Bank, National Association,
Successor by Merger to Chase Home Finance,
LLC s/b/m to Chase Manhattan Mortgage
Corporation,

Plaintiff,

vs.

Demetric Hayes,

Defendant.

Case No. 2010-CP-32-00669

BETH A. CARRIGG
CLERK OF COURT
LEXINGTON, SC

2016 MAY 12 A 11: 21

FILED

ORDER DENYING DEFENDANT'S MOTION TO VACATE SALE

Pursuant to Rule 53, SCRPC, this matter was referred to me with authority to enter final judgment in this case. I am in receipt of Defendant's Motion to Vacate Sale filed on December 2, 2015 ("Motion"), in which Defendant requests that the Court set aside the sale of the property that is the subject of this foreclosure action, which occurred on November 2, 2015. At the time Defendant filed his Motion, this case had been appealed pursuant to Defendant's Notice of Appeal filed with the Court of Appeals on November 4, 2015 (the "Appeal"). As a result, this Court did not have jurisdiction over this Motion when it was filed. The Appeal was dismissed by Order of the Court of Appeals on January 13, 2016. Appellant filed a petition for the appeal to be reinstated, and that petition was denied by order dated March 18, 2016. This matter was remanded on April 26, 2016.

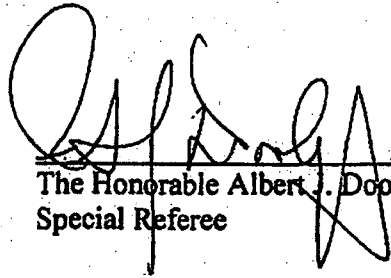
Notwithstanding the jurisdictional issues, the determination of whether to set aside a foreclosure sale is a matter within the discretion of the trial court. *Wells Fargo Bank, NA v. Turner*, 378 S.C. 147, 150, 662 S.E.2d 424, 425 (Ct.App.2008). Here, the Motion raises no legitimate deficiencies with the sale of the subject property or any of the foreclosure proceedings



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prior to the sale, and provides no basis for relief. Based on the foregoing, the Motion is DENIED.

AND IT IS SO ORDERED.



The Honorable Albert J. Dooley
Special Referee

May 9, 2016

ORIGINAL

SCANNED

STATE OF SOUTH CAROLINA
COUNTY OF LEXINGTON

IN THE COURT OF COMMON PLEAS
CASE NO. 2010-CP-32-00669

CHASE HOME FINANCE LLC S/B/M TO
CHASE MANHATTAN MORTGAGE
CORPORATION,

MOTION AND ORDER TO
SUBSTITUTE PLAINTIFF

Plaintiff,

v.

DEMETRIC HAYES,

Defendant.

WHEREAS, CHASE HOME FINANCE LLC S/B/M TO CHASE MANHATTAN MORTGAGE CORPORATION brought the above styled action to foreclose a mortgage lien of property more fully described in the Complaint and Lis Pendens, and

WHEREAS, JPMORGAN CHASE BANK, NATIONAL ASSOCIATION SUCCESSOR BY MERGER TO CHASE HOME FINANCE LLC S/B/M TO CHASE MANHATTAN MORTGAGE CORPORATION is the current true owner and holder of the Note and Mortgage which are the subject of this foreclosure action, said Mortgage being recorded on 5/28/2004, in the Office of the Register of Deeds for Lexington County in Book 9298 at Page 295.

THEREFORE, pursuant to Rule 17(a) of the South Carolina Rule of Civil Procedure and for good cause indicated,

IT IS HEREBY ORDERED that JPMORGAN CHASE BANK, NATIONAL ASSOCIATION SUCCESSOR BY MERGER TO CHASE HOME FINANCE LLC S/B/M TO CHASE MANHATTAN MORTGAGE CORPORATION shall be and is hereby substituted *ab initio* as Plaintiff and as the real party in interest and that CHASE HOME FINANCE LLC S/B/M TO CHASE MANHATTAN MORTGAGE CORPORATION shall be dismissed without prejudice.

AND IT IS SO ORDERED.

James O. Spence
The Honorable James O. Spence
Master in Equity for Lexington County

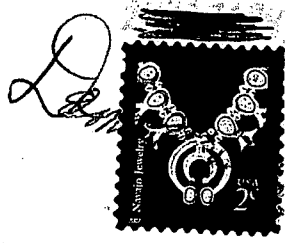
May 7, 2012
Lexington, South Carolina

I SO MOVE:

Genevieve S. Johnson
Genevieve S. Johnson, SC Bar No. 78480
Butler and Hesch, P.A.
Westpark Center II
107 Westpark Boulevard, Suite 130
Columbia, SC 29210
Telephone: (803) 798-2112
Fax: (803) 793-2175
Attorneys for Plaintiff

FILED
MAY 15 4 04 PM
CLERK OF COURT

30



IN THE COURT OF COUNTY OF LEXINGTON FILED

STATE OF SOUTH CAROLINA

2013 JAN 11 P 3:55

JPMORGAN CHASE BANK, NATIONAL ASSOCIATION
SUCCESSOR BY MERGER TO CHASE HOME FINANCE LLC/ S/B/M TO
CHASE MANHATTAN MORTGAGE CORPORATION
PLAINTIFF
SETH A. GARRIGS
CLERK OF COURT
LEXINGTON SC

VS.

CAUSE NO. 2010-cp-32-00669

DEMETRIC HAYES
DEFENDANT

SCANNED
LMC

Motion to Dismiss Foreclosure Action

Comes now DEMETRIC HAYES, Defendant, in the above-captioned cause, who by and through pro se, moves the Court to dismiss Plaintiff's Complaint for Judicial Foreclosure, with prejudice, on the following grounds:

- * *Promissory Estoppel*
- * *Lack of Jurisdiction over the Subject Matter*
- * *Lack of Jurisdiction over the Person*
- * *Non Disclosure*
- * *Lack of attachment to Complaint of Power of Attorney*

1. The Complaint fails to state a claim against Defendant on which relief can be granted. Neither the original mortgage nor the note with proof of assignment are attached to the Complaint. Simply filing a copy of the original note and mortgage is not sufficient; Plaintiff must produce evidence that it is the original owner or assignee of the original note and mortgage. Plaintiff has not shown that it is the real party in interest.

2. The prosecution of a foreclosure action must be made by the owner and holder of the mortgage and the note. Plaintiff is not entitled to maintain this action in which it seeks to foreclose on a mortgage which Plaintiff has not adequately pled that it owns.

3. Plaintiff JPMORGAN CHASE BANK, NATIONAL ASSOCIATION SUCCESSOR BY MERGER TO CHASE HOME FINANCE LLC/ S/B/M TO CHASE MANHATTAN MORTGAGE CORPORATION alleges that it owns and holds the subject note and mortgage pursuant to an assignment. There is no exhibit attached to Plaintiff's Complaint that supports this allegation.

4. Plaintiff's pleadings fail to contain sufficient facts to establish whom the actual Plaintiff is, its relationship to Defendant and to the claim for foreclosure of the subject mortgage. The record fails to sufficiently identify whom the correct plaintiff is and therefore fails to allege facts sufficient to determine the standing of Plaintiff.

5. Pursuant to Rule 12(b) (6) of the South Carolina Rule of Civil Procedure, the Complaint fails to state a claim on which relief may be granted against Defendant. Plaintiff has not shown that it was the actual purchaser of the note and mortgage, and, therefore, lacks standing to sue for foreclosure. The Note referred to in Plaintiff's complaint was issued by CHASE MANHATTAN MORTGAGE CORPORATION to DEMETRIC HAYES and not the Plaintiff. In order to recover on a promissory note, the Plaintiff must prove:

- A. The existence of the note in question;
- B. That the party sued signed the note;
- C. That the Plaintiff is the owner or holder of the note in due course; and
- D. That a certain balance is due and owing on the note.

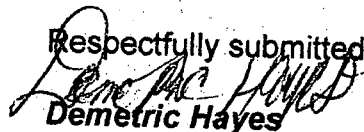
6. Plaintiff's allegations in its Complaint fail to adequately plead that it is the owner or holder of the note. There is no evidence of an assignment from the real party in interest to the Plaintiff. Plaintiff has not produced an assignment, nor is there any evidence in Plaintiff's Complaint of an assignment recorded in the public records.

7. The Plaintiff fails to establish in any of its pleadings that it owned or held, the mortgage or the note at the commencement of this action. Because there is no proof that the Plaintiff ever held the note or mortgage or took possession of the note or mortgage, Plaintiff has no claim or right to prosecute the foreclosure.

8. Plaintiff also failed to properly allege the chain of title from the original lender to the foreclosing Plaintiff as required by law. There is no proof that a proper chain of assignments took place and that the lien positions were properly perfected. Plaintiff merely alleges in its Complaint that owns and holds the subject note and mortgage pursuant to an assignment. Plaintiff has not sufficiently alleged that it is the real party in interest and therefore has not shown that it is authorized to bring this action.

Since Plaintiff's pleadings fail to contain sufficient facts to establish whom the actual plaintiff is and its relationship to Defendant and how Plaintiff has a claim for foreclosure of the subject mortgage, Defendant respectfully moves the Court to dismiss Plaintiff's Complaint with prejudice.

Respectfully submitted,


Demetric Hayes

J.P. Morgan Chase

Demetric Hayes

PLAINTIFF(S)

DEFENDANT(S)

Submitted by:	Attorney for : <input type="checkbox"/> Plaintiff <input type="checkbox"/> Defendant
	or <input type="checkbox"/> Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

- JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered. See Page 2 for additional information.
- ACTION DISMISSED (CHECK REASON):** Rule 12(b), SCRPC; Rule 41(a), SCRPC (Vol. Nonsuit); Rule 43(k), SCRPC (Settled); Other
- ACTION STRICKEN (CHECK REASON):** Rule 40(j), SCRPC; Bankruptcy; Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; Other
- DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
 Affirmed; Reversed; Remanded; Other

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

IT IS ORDERED AND ADJUDGED: See attached order (formal order to follow) Statement of Judgment by the Court: I hereby recuse myself from hearing or determining any matter in the above-entitled action due to the fact that I have a conflict. *(Signature)*

ORDER INFORMATION

This order ends does not end the case.

Additional Information for the Clerk : _____

INFORMATION FOR THE JUDGMENT INDEX		
Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.		
Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
		\$
		\$
		\$
If applicable, describe the property, including tax map information and address, referenced in the order. TMS # -		

FILED
 2013 MAY 28 2:36
 CLERK OF COURT
 JUDICIAL BRANCH 09

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

James O. Spence
 Circuit Court Judge

3068

Judge Code

May 23, 2013

Date

33 Exhibit Y

STATE OF SOUTH CAROLINA

FILED IN THE COURT OF COMMON PLEAS

COUNTY OF LEXINGTON

2013 JUL -8 A 8:41

JPMorgan Chase Bank, National Association,
Successor by Merger to Chase Home Finance
LLC s/b/m to Chase Manhattan Mortgage
Corporation,

Case No. 2010-CP-32-00669

BETH A. CARRIGG
CLERK OF COURT
LEXINGTON SC

Plaintiff,

vs.

Demetric Hayes,

Defendant.

MH

SCANNED

MOTION FOR ORDER CONFIRMING REFERENCE AND APPOINTING SPECIAL REFEREE

Pursuant to Rule 53, SCRPC, Plaintiff JPMorgan Chase Bank, National Association ("Plaintiff") moves for an Order confirming reference and order appointing Albert J. Dooley, Jr. as special referee in the above-captioned foreclosure action. This matter was originally referred to The Honorable James O. Spence by Order of Reference filed June 16, 2010, a copy of which is attached hereto as Exhibit A. However, by order filed on May 28, 2013, Judge Spence recused himself from this matter. Plaintiff requests that the court schedule a hearing presenting all parties the right to appear and show cause or objection against any appointment of Albert J. Dooley, Jr. as Special Referee, to have authority to hear this matter and enter judgment with finality. Plaintiff further requests that the court issue an order confirming the June 16, 2010, reference in this foreclosure matter pursuant to Rule 53, SCRPC, and appoint Albert J. Dooley, Jr. as the Special Referee in this foreclosure matter, and grant such other and further relief as the Court may deem just and proper.

FILED

2013 JUL -8 A 8:41

BETH A. CARRIGG
CLERK OF COURT
LEXINGTON SC

HAYNSWORTH SINKLER BOYD, P.A.

By:


James Y. Becker

Mary M. Caskey

1201 Main Street, Suite 2200
Post Office Drawer 11889 (29211-1889)
Columbia, South Carolina 29201
(803) 779.3080 Tel

July 3, 2013

Attorneys for Plaintiff

35

FILED

2013 JUL 25 P 2:25

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

BETH A. CARRIGG
CLERK OF COURT
LEXINGTON, SC

Plaintiff,

MH

v.

CASE NUMBER: 2010-CP-32-00669

DEMETRIC HAYES

Defendant.

SCANNED

OPPOSITION TO MOTION FOR ORDER CONFIRMING REFERENCE
AND APPOINTING SPECIAL REFEREE

Defendant, DEMETRIC HAYES, pro se, files this, opposition to Motion for Order Confirming Reference and appointing Albert J. Dooley, Jr. as special referee in the above-captioned foreclosure action. Defendant has filed a lawsuit in federal court against the plaintiff as the plaintiff has violated certain federal laws in seeking a foreclosure against the defendant. Defendant has alleged Wrongful Foreclosure, Fraud, Failure to Give Proper Notice to the Department of the Veteran's Administration and Intentional Infliction of Emotional Distress against the plaintiff and plaintiff's original counsel. Notwithstanding, the Order of Reference filed June 16, 2010, plaintiff's and plaintiff's counsel violation of federal law makes this a matter to be handled by the federal courts and defendant sees no reason for the appointment of a special referee. The only action that should be taken by this Court at this time is to vacate the judgment rendered in favor of the plaintiff.

The fact that the Honorable James O. Spence by order dated May 28, 2013 recused himself calls into question the whole process by which the foreclosure action has taken place.

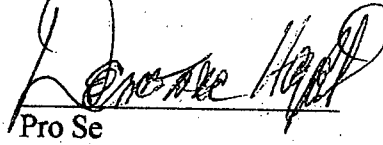
WHEREFORE, Defendant Demetric Hayes, respectfully requests this Honorable Court to deny Plaintiff's Motion for Order Confirming Reference and Appointing Special Referee, vacate the judgment in favor of the plaintiff, and dismiss the original action filed by the plaintiff.

FILED

2013 JUL 25 P 2:25

DETHA L. BARRIGG
CLERK OF COURT
CLERK OF COURT

Respectfully Submitted,
DEMETRIC HAYES



Pro Se

Demetric Hayes, Pro Se
232 Edinfield Court
Gaston, SC 29053
803-796-6100
Defendant

STATE OF SOUTH CAROLINA

IN THE COURT COMMON PLEAS

ORIGINAL

FILED

COUNTY OF LEXINGTON

2013 SEP 10 5 47 PM FOR THE ELEVENTH JUDICIAL CIRCUIT

BETH A. CARRIGAN
CLERK OF COURT

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

Plaintiff,

v.

DEMETRIC HAYES

Defendant.

RULE 60(b) (3) MOTION TO VACATE JUDGMENT FOR FAILURE TO PROPERLY EXECUTE SERVICE ON DEFENDANT

Defendant, DEMETRIC HAYES, *pro se*, (hereinafter "Hayes" or "defendant") files this, his Rule 60(b) (3) Motion to Vacate Judgment on the grounds that he never was properly served and that a default judgment was granted. In support thereof, defendant states the following:

FACTUAL BACKGROUND

1. In May 2004, Hayes took a mortgage (hereinafter "mortgage") with Chase Manhattan Mortgage Corporation.
2. This mortgage was guaranteed through the Veterans Administration.
3. Between 2004 and 2010, said mortgage was allegedly transferred or sold to Chase Home Finance LLC (hereinafter "Chase Home Finance").

SCANNED

MH

39

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2013 SEP 10 4:13
JESSICA CARRICO
CLERK OF COURT
4. Hayes was never notified that his mortgage was transferred to Chase Home Finance LLC.
 5. In 2010, Chase Home Finance LLC sent a letter to Hayes regarding the mortgage.
 6. Hayes sent a written request requesting proof that his mortgage had been transferred or sold from Chase Manhattan Mortgage Corporation to Chase Home Finance LLC.
 7. In addition, Hayes requested that any concerns with the loan be addressed to the Veteran's Administration pursuant to federal statutes governing Veteran's Administration loans.
 8. Neither Chase Manhattan Mortgage Corporation nor Chase Home Finance LLC addressed Hayes loan with the Veteran's Administration pursuant to the federal statutes governing Veteran's Administration loans.
 9. Notwithstanding the failure to follow through with the Veteran's Administration, Chase Home Finance filed a Summons and Complaint and allegedly a *Lis Pendens* on February 16, 2010 in order to foreclose on the property.
 10. Although in the Complaint, Chase Home Finance alleges it was the holder on a note and the mortgage on said property, there was no paperwork filed with the Complaint demonstrating that the mortgage had been sold or transferred from Chase Manhattan Mortgage Corporation to Chase Home Finance LLC.
 11. Hayes was never served with the Summons, Complaint or *Lis Pendens*.
 12. Despite Hayes never being served, plaintiff filed for a Judgment in Default by Chase Home Finance.

13. Chase Home Finance filed an affidavit by Lexington County Deputy Sheriff Terry Hite in which he alleges he served a "Karla Marshall, Fiancé" a copy of the Complaint as the residence.
14. There is no "Karla Marshall". There is a friend of the Hayes whose name is Carla Marshall who was not present at the residence on March 16, 2010 as alleged in the affidavit of service.
15. Caria Marshall has subsequently filed an affidavit stating she was never served with the Complaint against Hayes.
16. Based on the Motion for Default Judgment and the affidavit alleging service, an order of reference was entered June 16, 2010 and a hearing was ordered for July 29, 2010.
17. On July 29, 2010, the Court of Common Pleas granted judgment in favor of the Chase Home Finance with the order entered July 30 2010 and ordered a hearing on damages.
18. Hayes first heard of the Summons and Complaint at the July 29, 2010 hearing.
19. Upon hearing that a judgment has been entered against him, Hayes requested proof that the mortgage had been transferred or sold from Chase Manhattan Mortgage Corporation to Chase Home Finance LLC and proof of representation by the law firm on the mortgage.
20. Chase Home Finance has failed to provide any documentation requested by the defendant.
21. Between entry of default judgment in favor of Chase Home Finance and a hearing on damage, JPMorgan Chase Bank has entered an appearance as a substitute plaintiff in place of Chase Home Finance.

22. Hayes has requested documentation supporting the entry of JPMorgan Chase Bank in place of Chase Home Finance. To date, Hayes has not received a response to his requests for discovery in state court.

2013 SEP 10 2 41

DETHA CARRISG

23. The Court of Common Pleas has requested documentation from JPMorgan Chase Bank in order to determine how much damage to award to Chase Home Finance in the state claim.

24. To date, JPMorgan Chase has failed to produce documentation of how it is the owner of the note and/or mortgage.

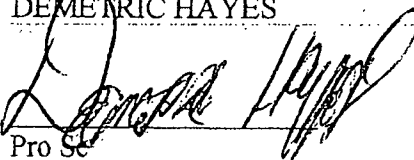
25. Despite the failure to JPMorgan Chase to produce any of the necessary documentation, a default judgment was granted and the plaintiff has sought to go forward with the foreclosure.

26. The whole process of the granting of a default judgment was based on fraud, misrepresentation and misconduct by the plaintiff, as Hayes' rights were violated.

26. The fact that the Honorable James O. Spence by order dated May 28, 2013 recused himself calls into question the whole process by which the foreclosure action has taken place.

WHEREFORE, Defendant Demetric Hayes, respectfully requests this Honorable Court pursuant to Rule 60(b) (3), to vacate the judgment in favor of the plaintiff, and dismiss the original action filed by the plaintiff.

Respectfully Submitted,
DEMETRIC HAYES


Pro Se

Demetric Hayes, Pro Se
232 Edinfield Court
Gaston, SC 29053
803-796-6100
Defendant

FILED

2013 SEP 10 2 41 E

BETH A. CARRICO
CLERK OF COURT
LEXINGTON, SC

43

ORIGINAL

STATE OF SOUTH CAROLINA
COUNTY OF LEXINGTON

IN THE COURT OF COMMON PLEAS
FILED
FOR THE ELEVENTH JUDICIAL CIRCUIT

2014 MAR 13 A 9 32

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

BETH A. CARRIGG
CLERK OF COURT
LEXINGTON SC

NK

Plaintiff,

v.

CASE NUMBER: 2010-CP-32-00669

DEMETRIC HAYES

Defendant.

**MEMORANDUM IN SUPPORT OF DEFENDANT'S MOTION TO VACATE DEFAULT
JUDGMENT AND TO GRANT DEFENDANT'S MOTION TO DISMISS**

COMES NOW, the Defendant, Demetric Hayes (hereinafter "Hayes" or "Defendant"),
pro se, and submits this, his Memorandum in Support of His Motion to Vacate Default Judgment
and grant Defendant's Motion to Dismiss and in support thereof he states the following:

INTRODUCTION & FACTUAL BACKGROUND

In May 2004, Hayes took a mortgage (hereinafter "mortgage") with Chase Manhattan
Mortgage Corporation. This mortgage was guaranteed through the Veterans Administration.
Between 2004 and 2010, said mortgage was allegedly transferred or sold to Chase Home Finance
LLC (hereinafter "Chase Home Finance"). Hayes was never notified that his mortgage was
transferred or sold to Chase Home Finance LLC. It was never disclosed at closing that Hayes
mortgage would be transferred or sold.

45

In 2010, Chase Home Finance LLC sent a letter to Hayes regarding the mortgage. Hayes sent a qualified written request requesting proof that his mortgage had been transferred or sold from Chase Manhattan Mortgage Corporation to Chase Home Finance LLC. Hayes never received a response back from Chase Home Finance, LLC. In addition, Hayes requested that any concerns with the loan be addressed to the Veteran's Administration pursuant to federal statutes governing Veteran's Administration loans. Neither Chase Manhattan Mortgage Corporation nor Chase Home Finance LLC addressed Hayes loan with the Veteran's Administration pursuant to the federal statutes governing Veteran's Administration loans.

Notwithstanding the failure to follow through with the Veteran's Administration, Chase Home Finance filed a Summons and Complaint and allegedly a Lis Pendens on February 16, 2010 in order to foreclose on the property. Although in the Complaint, Chase Home Finance alleged it was the holder on a note and the mortgage on said property, there was no paperwork filed with the Complaint demonstrating that the mortgage had been sold or transferred from Chase Manhattan Mortgage Corporation to Chase Home Finance LLC.

Hayes was never served with the Summons, Complaint or Lis Pendens. There is an affidavit of non-service submitted by Mr. Robert P. Jones dated 28 February 2010 that he attempted to serve documents but was unable to do so. Despite Hayes never being served, a Motion for Judgment in Default was filed by Chase Home Finance. Chase Home Finance filed an affidavit by Lexington County Deputy Sheriff Terry Hite in which he alleges he served a "Karla Marshall, Fiancée" a copy of the Complaint at the residence. There is no "Karla Marshall". There is a friend of the Hayes whose name is Carla Marshall who was not present at the residence on March 16, 2010 as alleged in the affidavit of service.

Based on the Motion for Default Judgment and the affidavit alleging service, an order of reference was entered June 16, 2010 and a hearing was ordered for July 29, 2010. On July 29, 2010, Hayes was deprived of his constitutional and civil rights and was told by Judge James O. Spence that he could not represent himself and had to be represented by a licensed South Carolina attorney. The Court of Common Pleas granted judgment in favor of the Chase Home Finance with the order entered July 30 2010 and ordered a hearing on damages. Hayes first knowledge of the Summons and Complaint was when he received the first notice of final hearing.

Upon hearing that a judgment has been entered against him, Hayes requested proof that the mortgage had been transferred or sold from Chase Manhattan Mortgage Corporation to Chase Home Finance LLC and proof of representation by the law firm on the mortgage. Chase Home Finance has failed to provide any documentation requested by the defendant. Between entry of default judgment in favor of Chase Home Finance and a hearing on damage, JPMorgan Chase Bank has entered an appearance as a substitute plaintiff (2012) in place of Chase Home Finance. Hayes has requested documentation supporting the entry of JPMorgan Chase Bank being the real party of interest in place of Chase Home Finance. To date, Hayes has not received a response to his requests for discovery in state court. JP Morgan Chase Bank N.A. was not a party of interest when the lawsuit was filed.

The Court of Common Pleas has requested documentation from JPMorgan Chase Bank in order to determine how much damages to award to Chase Home Finance in the state claim. To date, JPMorgan Chase has failed to produce any documentation of how it is the owner of the note and/or mortgage.

ARGUMENT

The Default Judgment in this case should be vacated on the first premise that the Defendant was never served. The alleged service was to a "Karla Marshall", a person who, to the Defendant's knowledge, does not exist. Carla Marshall, who is a friend of the Defendant has previously provided an affidavit that she was not present at the Defendant's home at the time of the alleged service and that she has never accepted service of the Motion for Foreclosure.

It is clear that all the Default Motions and the Motion to Substitute a party was done without the Defendant's presence or knowledge. It was due to the lack of the presence of the Defendant that JPMorgan Chase was able to substitute itself for Chase Home Finance LLC without having to provide any documentation that it was a successor in interest.

On the basis of lack of service, the Default Judgment should be vacated.

In addition to the lack of service, the Court should vacate the Default Judgment and grant Defendant's Motion to Dismiss on Plaintiff lack of standing and its failure to provide any evidence, other than that of counsel, which is hearsay that it is the owner of the Note and the Mortgage. It is respectfully requested that the Court take judicial noticed of a case of the Ninth Judicial Circuit of Common Pleas of Charleston, South Carolina where the Court dismissed a foreclosure action filed by Deutsche Bank National Trust Company, as the claimed trustee of an IndyMac securitization, hold that Deutsche Bank National Trust Company failed to show that it was the owner of the original Note and Mortgage at the time the Complaint was filed.

That Court took note of the United States Supreme Court's decision, *Carpenter v. Longan*, 83 U.S. 271, 16 Wall. 271, 21 L.Ed. 313 (1872) which the Court found "clearly supports the notion that the Plaintiff must own the Note and the Mortgage to foreclose on the property."

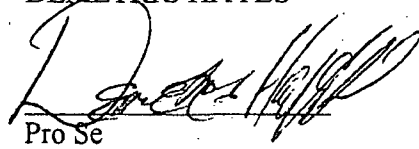
In the Deutsche Bank case, the Court found that the Plaintiff failed to show it owned the Mortgage at the time of the Complaint was filed.

In this case, we have a Note and a Mortgage owed by "Chase Manhattan Mortgage Corporation". At no point in either the Note or the Mortgage do we see "Chase Home Finance LLC". Furthermore, despite the requests of the Defendants, no one has produced any evidence or documentation that "Chase Home Finance LLC" was doing business in South Carolina as "Chase Manhattan Mortgage Corporation". According to the South Carolina Secretary of State office, JP Morgan Chase Bank N.A. doesn't have a registered agent to do business in South Carolina.

In addition, we have no evidence or documentation that the Plaintiff, JP Morgan Chase became the successor in interest to "Chase Home Finance LLC S/B/M Chase Manhattan Mortgage Corporation. All the "evidence" provided a Motion and Order drafted by counsel and submitted to the Court without the Defendant knowing about it and being able to challenge the assertion. Defendant has requested documentation and proof of the succession in interest, and to this day, Plaintiff has failed to provide any documentation of its position vis-à-vis Chase Home Finance LLC or Chase Manhattan Mortgage Corporation.

Defendant on more than one occasion has requested documentation of Plaintiff's claim to be a successor in interest. To date Plaintiff has failed to provide any evidence. Without such documentation, Plaintiff is not the holder of the Note and/or Mortgage and therefore Plaintiff is without standing to bring a foreclosure action against the defendant and thus, this case should be dismissed.

Respectfully Submitted,
DEMETRIC HAYES



Pro Se

Demetric Hayes, Pro Se
232 Edinfield Court
Gaston, SC 29053
803-796-6100
Plaintiff



COPY

FILED

STATE OF SOUTH CAROLINA IN THE COURT OF COMMON PLEAS
COUNTY OF LEXINGTON 2010 APR -4 AM 11:36
FOR THE ELEVENTH JUDICIAL CIRCUIT

BETH A. GARRIGG
CLERK OF COURT
LEXINGTON, SC

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

Plaintiff,

v.

CASE NUMBER: 2010-CP-32-00669

DEMETRIC HAYES

Defendant.

**MOTION FOR REMOVAL OF SPECIAL REFEREE
DUE TO CONFLICT OF INTEREST**

COMES NOW, the Defendant, Demetric Hayes (hereinafter "Hayes" or "Defendant"),
pro se, and submits this, his Motion for Removal of Special Referee, Albert J. Dooley, Jr. due to
his close association with the original judge in this matter, Judge James O. Spence and work with
JP Morgan Chase Bank, N.A. and in support of his motion, Defendant states the following:

Special Referee Albert J. Dooley, Jr. was a law partner with Judge James O. Spence

This case was originally presented before Judge James O. Spence, Master of Equity for
Lexington County. In the original proceeding Judge Spence accepted the substitution of the
plaintiff without any presenting of evidence that the Plaintiff was the successor in interest in the
original mortgage. In addition, Judge Spence failed to notice Plaintiff's original complaint was
full of error and fraudulent statements. Furthermore, Judge Spence granted default judgment at a
time when there were questions regarding the service of the original complaint.



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

The issue is the nature of the relationship between Mr. Dooley and Judge Spence. The two men have known each other for a number of years. In fact, they formed a partnership known as *Dooley, Dooley, Spence, Parker & Hipp* (emphasis added). As such, it is unlikely that Mr. Dooley would not be influenced by his former law partner. In fact, Mr. Dooley was predisposed to issue rulings that not only upheld any decision of his former law partner, Judge Spence. Furthermore, only such a relationship, Mr. Dooley was predisposed to issue rulings that protected Judge Spence's reputation, particularly after the Defendant filed a Complaint against Judge Spence.

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

OUR HISTORY

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

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

The firm prides itself on providing prompt, professional legal services that are on the cutting edge without losing sight of the values and history that has accounted

for the firm's longevity. While we are extremely proud of our firm's history of legal service to the Lexington community, we have never been content to rest on our laurels. That is why the firm has continued to evolve through the years to better serve the growing and diverse needs of the Lexington community.

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

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

James O. Spence joined the firm in 1984 and developed an extensive practice in several areas of litigation, including real estate litigation, debt collection, mortgage foreclosures, tax title litigation, partitions, boundary line disputes, and adoptions. Mr. Spence was also a certified **Mediator and Arbitrator** and had an extensive practice devoted to **Alternative Dispute Resolution (ADR)**.

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

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

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

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

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

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

BIOGRAPHY

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

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

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

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

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

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

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

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

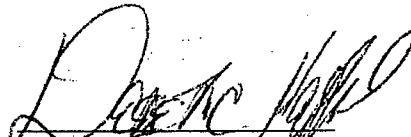
JP Morgan Chase is one of the premier lending institutions involving home mortgages in the country. Given the nature of Mr. Dooley's practice, there are likely several instances where Mr. Dooley dealt directly with JP Morgan Chase Bank, N.A., Chase Home Finance LLC., Chase Manhattan Corporation and affiliates. In the circumstance, Mr. Dooley as a Special Referee is acting in place of a judge. As a judge, Mr. Dooley would be required to recuse himself from any case where there is even the possible appearance of partiality to either side. As an attorney who specializes in real estate transactions, as a professional who regularly interacts with one of the parties, it was incumbent that Mr. Dooley recuses himself from any matter involving JP Morgan Chase and affiliates. Not only has Mr. Dooley interacted with JP Morgan Chase, it is likely that Mr. Dooley would interact with JP Morgan Chase in the future. In fact, Mr. Dooley stands to get, indirectly, a financial benefit from a favorable ruling on behalf of the Plaintiff. Plaintiff, who has been under investigation for some of its unlawful foreclosure practices is more likely to expand its lending programs in South Carolina should it succeed in its foreclosure actions. This expansion would benefit the legal practice of Mr. Dooley.

Therefore, Mr. Dooley has an indirect pecuniary interest in the outcome of this litigation. As such he should have recused himself for this case and I ask the Court to remove him and as Special Referee.

WHEREFORE, the Defendant Demetric Hayes, pro se, respectfully request that this Honorable Court vacate any order signed by Albert J. Dooley, Jr. as Special Referee, move Albert J. Dooley, Jr. as Special Referee in this case and vacate any order granting the Plaintiff relief in this action.

Respectfully Submitted,

5
56


Demetric Hayes, Pro Se

Demetric Hayes, Pro Se
232 Edinfield Court
Gaston, SC 29053
803-796-6100

The Dooley Law Firm, P.A.

SERIOUS PERSONAL INJURY - FAMILY LAW - REAL ESTATE

HOME PAGE

FIRM OVERVIEW

SERVICES

ATTORNEY PROFILES

OFFICES

Contact Info

The Dooley Law Firm, P.A.
218 E Main Street
Lexington, SC 29072
Tel: (803) 359-2547
Fax: (803) 957-3900

Firm Overview

OUR HISTORY

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

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

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

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

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

James O. Spence joined the firm in 1984 and developed an extensive practice in several areas of litigation, including real estate litigation, debt collection, mortgage foreclosures, tax title litigation, partitions, boundary line disputes, and adoptions. Mr. Spence was also a certified **Mediator and Arbitrator** and had an extensive practice devoted to **Alternative Dispute Resolution (ADR)**.


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

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

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

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

EXHIBIT (A)

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

• [Read Our Creed](#)

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Albert J. (Bert) Dooley, Jr.

PRACTICE AREAS

- Commercial and Residential Real Estate (closings, 1031 exchanges)
- Probate (Wills and Estates)
- Corporate Matters
- **Circuit Court Mediator**

BIOGRAPHY

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

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

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

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

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

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

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

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

EXHIBIT (B)

60 (C)

COPY

**STATE OF SOUTH CAROLINA
COUNTY OF LEXINGTON**

**IN THE COURT OF COMMON PLEAS
FOR THE ELEVENTH JUDICIAL CIRCUIT**

**JP Morgan Chase Bank, National Association,
Successor by Merger to Chase Home Finance,
LLC s/b/m to Chase Manhattan Mortgage
Corporation,**

Plaintiff,

v.

Demetric Hayes,

Defendant.

Case No. 2010-CP-32-00669

FILED
CLERK OF COURT
LEXINGTON, SOUTH CAROLINA


2015 FEB -2 PM 3:35

FILED

MOTION TO VACATE SALE

COMES NOW, the Defendant Demetric Hayes, *Pro Se*, and for his Motion to Vacate Sale states the following:

1. On or about February 2010, Chase Home Finance, LLC s/b/m to Chase Manhattan Mortgage Corporation (hereinafter "Chase Home Finance") filed its complaint for foreclosure of 232 Edinfield Court, Gaston, South Carolina, 29053 (hereinafter "property").
2. Said complaint for foreclosure was never served upon the Defendant. (see affidavit of non service filed 10 March 2010). An alleged affidavit of service which didn't appear into the case file until sometime in 2012 was filed claiming that officer Hite of Lexington County Sheriff Department served a woman whom wasn't the Defendant. The Defendant whom is a man was never served.

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3. With property being free of a mortgage and liens (see Record of Deeds Office) Defendant deeded said property to the Heart to Heart Trust in the care of Carla Marshall, Trustee. Said deed was duly recorded on September 29, 2011 in Deed Book 15084, Page 107
4. The Plaintiff, claiming to be the successor in interest for Chase Home Finance LLC, scheduled and notice a hearing for March 12, 2012. Yet on 16 May 2012, the Plaintiff filed for a Motion and Order to Substitute Plaintiff and no hearing was requested by the Plaintiff. Defendant had no knowledge and never received notice of this motion in order to contest the action. Therefore, Defendant was denied due process.
5. That hearing was the first notice to the Defendant of the foreclosure judgment.
6. Since that time, the Defendant has challenged the foreclosure judgment on a number of legal grounds, including but not limited to: Failure of to rebut affidavits from Defendant; Failure to receive notice; Failure to notify the Department of Veteran Affairs of mortgage; Failure to be allowed to cross examine the witness; Failure to introduce newly discovered evidence; incorrect or false information on the original affidavit with the complaint. In addition, Defendant sought to have the case removed to federal court due to the diversity of parties and a question of federal law.
7. This case was presented to a Special Referee Albert J. Dooley Jr, who upheld the original judgment and granted an order of sale of the property. Defendant filed a motion for removal of special referee Dooley due to conflict of interest. Special Referee Dooley should have recused himself due to the fact they formed a partnership law firm in 1984, Dooley, Dooley, Spence, Parker and Hipp with Judge James O. Spence who recused himself from the case. Also, Special Referee Dooley's law firm has handled and closed countless of residential purchases and refinancing transactions for lenders to include Chase and its successors/ affiliates.

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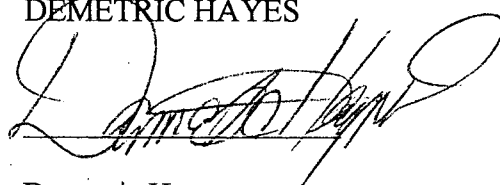
8. Defendant made Special Referee Dooley aware that he sold the property in 2011 and does not own the property a final order granting the sale of property was entered August 4, 2015.
9. Defendant and other parties of interest in the property monitored the Court see of the date of when the property would be placed for sale by the Court.
10. Defendant and other parties of interest were told the property would be up for sale on September 8, 2015, but noticed it was not listed on the foreclosure sale list. Ms. Marshall who is true the owner of the property attended the sale and bided on the property that she lawfully owns because, Mr. Dooley opened up a bid on property that wasn't on the foreclosure list. Ms. Marshall won the bid and Mr. Dooley asked her to step out side of the courtroom and congratulated her. Ms. Marshall asked Mr. Dooley why her property up for sale was when she owns the property free and clear with no liens or mortgage and she possesses the title which she shows Mr. Dooley. Ms. Marshall also asks Mr. Dooley, if my property was in foreclosure then why is it not on the list. Mr. Dooley tells Ms. Marshall that there is a special judge's list which is different from the public's list. Ms. Marshall asked Mr. Dooley for the paperwork associated with her winning the bid, Mr. Dooley refused to give Ms. Marshall any paperwork.
11. Defendant and other parties of interest were told the property would be up for sale on November 2, 2015. Said property was not listed on the list again, however, the Special Referee placed the property up for bid as the auctioneer; he then bided on the property and then brought the property for his own unjust enrichment, all while being the presiding judge over the case.
12. Special Referee executed an Assignment Deed, deeding the property to the Secretary of Veteran Affairs.
13. Defendant avers that the original judgment is erroneous due to the failure to serve Defendant and a number of errors in the original foreclosure proceeding.

14. Defendant avers that the sale of the property should be vacated as that the property had no liens nor did the property have a mortgage when he deeded the property to the Heart to Heart Trust.


15. Defendant avers that the sale of the property should be vacated as to the irregularities involving notice and conduct of sale.

WHEREFORE, the Defendant respectfully moves that Honorable Court to vacate the sale of 232 Edinfield Court Gaston, South Carolina, 29053 and to enter an order declaring said sale by the Special Referee on behalf to be void.

Respectfully Submitted,
DEMETRIC HAYES



Demetric Hayes, a man
232 Edinfield Court
Gaston, SC 29053
803-796-6100
Defendant

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1 BAILIFF: Court is in session.
 2 Everybody is here, I assume. Just have a
 3 seat.
 4 SPECIAL REFEREE: Good morning. My
 5 name is Albert J. Dooley, Jr., and we are
 6 here pursuant to an Order of Reference
 7 appointing me as Special Referee by Ed
 8 Dickson, Judge Ed Dickson, dated January
 9 31st of this year. The Order of Reference
 10 has asked me to make a finding of fact
 11 regarding a Defendant's Motion to Vacate
 12 the Judgment for Failure to Properly
 13 Execute Service and for the purpose of
 14 making appropriate findings of fact and
 15 conclusions of law with authority to enter
 16 a final judgment on the above action.
 17 I would like to go over a few
 18 housekeeping rules today. Let's see, for
 19 the Plaintiff, Mr. Becker?
 20 MR. BECKER: Yes, sir.
 21 SPECIAL REFEREE: Okay. And are you
 22 Mr. Hayes?
 23 MR. HAYES: Yes, sir.
 24 SPECIAL REFEREE: Okay. All right.
 25 So we have the Defendant, Mr. Hayes, here

1 you can't, you just can't do what you want
 2 to do because that's a law, that's a
 3 federal law. They are in violation of
 4 federal law by not letting the VA,
 5 Veteran's Administration know of their
 6 intent. But somehow some error has
 7 occurred that they was allowed to do this.
 8 Number two, I haven't received any
 9 documentations through this whole process
 10 that JPMorgan Chase is the real party of
 11 interest. There's no documentation in the
 12 court file. I never received
 13 documentation. You just can't say that
 14 you are the holder of a note and mortgage
 15 in due course without providing any proof
 16 and I have yet to see any, okay?
 17 JPMorgan Chase was not a party to the
 18 lawsuit when the lawsuit was initiated.
 19 The lawsuit was initiated back in 2010.
 20 JPMorgan Chase was not even a party
 21 nowhere - whatsoever. Their successor,
 22 which is Chase Home Finance, I.L.C., was not
 23 a party either. They claimed that they -
 24 they claimed that they apparently merged,
 25 whatever the case may be. And the last
 - 7 -

1 and the Plaintiff represented by Mr.
 2 Becker.
 3 A few housekeeping rules. I would ask
 4 that no one interrupt either party while
 5 they are speaking. I will give ample time
 6 for everybody to speak.
 7 Today we are here on a very limited
 8 purpose, for a very limited purpose, being
 9 basically two matters.
 10 Are there any questions? All right.
 11 Hearing none, Mr. Hayes, I believe it is
 12 your Motion to Vacate that we are here on
 13 and I'd hear from you at this time.
 14 MR. HAYES: Yes, sir. The reason why
 15 I'm asking for a Motion to Dismiss on the
 16 grounds that I was never served a Summons
 17 and Complaint, number one. There was -
 18 well, there is an Affidavit submitted by
 19 an officer of Lexington County that said
 20 he served someone at my residence. It
 21 wasn't me, it wasn't the person that he
 22 claimed to have served, and proof of that
 23 is by - I have an Affidavit by the person
 24 that it was claimed to be served, I
 25 submitted an Affidavit myself, and, also.

1 time I was here in court back in January
 2 the Plaintiff's attorney, Mrs. Mary
 3 Caskey, she stated that there wasn't a
 4 merger. I mean, excuse me, there wasn't a
 5 merger because - the only thing that
 6 happened was Chase Manhattan Mortgage
 7 changed their name to Chase Home Finance,
 8 which is not true. She said -- she stated
 9 that there wasn't any - no reason to
 10 merge. They didn't file any assignments
 11 or anything like that because they was
 12 already one company, the same company as
 13 it was before, they just changed the name.
 14 That's not true. Chase Home Finance is a
 15 different company than Chase Home, LLC,
 16 but she stood in court in the other
 17 courtroom and stated that, okay?
 18 Now, I haven't seen any, any evidence
 19 at all that what she stated is true; that
 20 they were the same company, but yet their
 21 paperwork disclosed that there was a
 22 merger. Well, if you were the same
 23 company you wouldn't have to merge because
 24 you're just changing your name. There's
 25 no need to merge if that was the case.
 - 8 -

1 there's an Affidavit of Non-Service that
 2 the processor attempted six times, six
 3 times on different days to serve
 4 documentation and -- that, that's just one
 5 of the reasons.
 6 Another reason why this judgment
 7 should be vacated is because, number one,
 8 before a lawsuit can even go forward when
 9 dealing with a - this is Veteran, VA-
 10 backed loan and before you can initiate
 11 any foreclosure procedures, before a
 12 lawsuit can even be filed, you have to
 13 give notice to the Department of Veteran
 14 Affairs letting them know. I have it
 15 here. Letting them know - it's under 38,
 16 Title 38 CFR3643, dash, 17, which is notice
 17 to the Veteran Affairs that you intend to
 18 foreclose and that was not initiated.
 19 That was not done because it has to be
 20 done by a certified letter to the
 21 Secretary of Veteran Affairs. This was
 22 not done at all.
 23 From the beginning this, this claim
 24 should have never been allowed to go
 25 forward. It's a fraudulent claim because

1 But, of course, that was not the case,
 2 okay?
 3 They did a lot of just - let's see
 4 here. Okay. In the transcripts I have
 5 here where Judge Spence stated that
 6 there's certain things, certain
 7 documentations, that he has to have before
 8 he can move forward with a lawsuit and
 9 this didn't take place.
 10 Number one, they should have had
 11 something from the VA, from the Secretary
 12 of the VA, stating to some affect that
 13 they gave notice to the Department of
 14 Veteran Affairs. That never happened. So
 15 they didn't have that. You can't move
 16 forward without that, that's federal law.
 17 Like I said, Title 38 CFR3643 - I'm sorry,
 18 36, dash, 4317, okay? But he said - he
 19 stated that he had everything that he's
 20 supposed to have before moving forward
 21 with a lawsuit. He said you lay
 22 everything out on the table and make sure
 23 everything is presented that needs to be
 24 there, okay? He said the assignments was
 25 there; he said that he had a copy of the.
 - 9 -



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1 of the mortgage, which I disputed that
 2 because the copy that was presented to me
 3 it didn't bear my signature. I received
 4 documentation by request - I have letters
 5 where I requested from Chase but the note
 6 - they sent me paperwork, a note, with
 7 someone else's name on it. My address,
 8 everything was the same, my address but
 9 someone else's name. This was back in
 10 I'm gonna say it was 2008. Right then I'm
 11 confused, what's going on here, okay?
 12 But, like I said, getting back to what
 13 Judge Spence said. The assignments, the
 14 note, all - everything that was supposed
 15 to be there he's claimed that was there,
 16 okay?, including the assignments. Well,
 17 there's documentation right here where he
 18 said it in the transcripts and right here
 19 - this is - let's see here. This is a
 20 filing -- this is a filing here that was
 21 filed in federal court because this case
 22 is also a federal case that's been filed
 23 pertaining to this, this very, this very
 24 case here because I initiated a lawsuit
 25 because of fraud, failure to notice the
 - 10 -

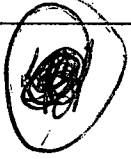
1 you don't mind, okay? Since I'm the last
 2 girl to the dance I want to ask just a
 3 couple questions.
 4 MR. HAYES: Okay.
 5 SPECIAL REFEREE: When did you buy
 6 this house? What year?
 7 MR. HAYES: 2004.
 8 SPECIAL REFEREE: Okay. Do you live
 9 in the house?
 10 MR. HAYES: Yes.
 11 SPECIAL REFEREE: And so between 2004
 12 and sometime in two thousand, I'm going to
 13 guess, nine, eight or nine, did you make
 14 all the payments?
 15 MR. HAYES: Yes.
 16 SPECIAL REFEREE: Who did you make
 17 those payments to?
 18 MR. HAYES: Chase Manhattan Mortgage.
 19 That I was aware of. If payments went
 20 anywhere else I wasn't made aware of it
 21 because that's who I dealt with and nobody
 22 ever said anything different to me.
 23 Excuse me, Your Honor, may I?
 24 SPECIAL REFEREE: Well, let me ask my
 25 questions before I get offline here. Did
 - 13 -

1 VA. But here in the Affidavit - I'm
 2 sorry, not the Affidavit, but in the
 3 presentment the Plaintiff's attorney
 4 stated that they didn't have to file an
 5 Affidavit but Judge Spence said that -
 6 I'm sorry, they didn't have to file
 7 assignments. But Judge Spence claimed
 8 that the assignments were there.
 9 And they also - at the last hearing
 10 they also stated that they didn't have to
 11 file assignments but Judge Spence said the
 12 assignments were there. So which one is
 13 it? Were the assignments there, like
 14 Judge Spence claimed, or the Plaintiff
 15 never filed assignments? There's no,
 16 there's no record that any assignments
 17 were ever filed. None. There's no
 18 evidence of that.
 19 I have a Power of Attorney here back
 20 in, back from May the 21st, 2012 revoking
 21 any, any Power of Attorney that JPMorgan
 22 Chase may claim they have. So I, I
 23 really, you know, don't understand how all
 24 of this was able to take place and happen
 25 because, you know, there's no, there's no
 - 11 -

1 you go to a closing physically?
 2 MR. HAYES: Yes.
 3 SPECIAL REFEREE: Okay. Was it in an
 4 attorney's office?
 5 MR. HAYES: Yes.
 6 SPECIAL REFEREE: Who is - when did
 7 you first hear about Chase Home Finance,
 8 L.I.C, Chase Home Loans? When did you first
 9 hear of any of these?
 10 MR. HAYES: Chase Home Finance? Chase
 11 Home Loans?
 12 SPECIAL REFEREE: Yes, you mentioned
 13 those two companies and they are listed in
 14 the pleadings. When did you first hear of
 15 these? Did you make any payments to them?
 16 Did you receive any notice in the mail
 17 about the loan being transferred?
 18 MR. HAYES: No, I never knew the loan
 19 was transferred because - I never knew
 20 anything about that. That's why this,
 21 this supposed Summons and Complaint, I
 22 didn't know anything about a Summons and
 23 Complaint until I received a Notice of
 24 Final Hearing in 2010.
 25 SPECIAL REFEREE: Were you in default
 - 14 -

1 paper - they don't have anything filed.
 2 I also have here an Affidavit of
 3 Discovery which states - I mean, I don't
 4 know if you want to take a look at this
 5 yourself, it's pretty lengthy here. If
 6 you want to review this, sir?
 7 SPECIAL REFEREE: I'd like to get a
 8 copy. You can mail it to me later will be
 9 fine or I can get a copy made today.
 10 MR. HAYES: Okay.
 11 SPECIAL REFEREE: Can we do that?
 12 COURT CLERK: Yes, sir.
 13 MR. HAYES: It will clearly show that
 14 the Plaintiff's claims are fraudulent
 15 claims.
 16 SPECIAL REFEREE: Anything else?
 17 MR. HAYES: That's it for right now
 18 but I'm sure I'll have something else,
 19 sir.
 20 SPECIAL REFEREE: All right. This is
 21 a court of equity, Mr. Hayes, and
 22 therefore there's latitude given and so
 23 since this is non-jury I had a question,
 24 if you don't mind answering, I'll just
 25 like to ask you a couple of questions, if
 - 12 -

1 at the time when you received the Notice
 2 of Hearing? Had you made your payments?
 3 MR. HAYES: Yes.
 4 SPECIAL REFEREE: You were not in
 5 default? You had made all the payments?
 6 MR. HAYES: Yes.
 7 SPECIAL REFEREE: Have you made them
 8 since then?
 9 MR. HAYES: No.
 10 SPECIAL REFEREE: Okay. And are you
 11 still in the home?
 12 MR. HAYES: Yes.
 13 SPECIAL REFEREE: All right. So when
 14 you received notice your statement is
 15 that, that you were completely current on
 16 your mortgage payments at that time?
 17 MR. HAYES: When I received the Notice
 18 of Final Hearing?
 19 SPECIAL REFEREE: No, when you
 20 received the first Notice of Default.
 21 When you received a letter saying you're
 22 behind on your payments or we're going to
 23 foreclose. Did you receive any
 24 correspondence like that?
 25 MR. HAYES: Yes. Yes, I did.
 - 15 -



1 SPECIAL REFEREE: Okay. When was
 2 that? Do you remember? 2009
 3 approximately, maybe? 2010? I'm not
 4 trying to put words in your mouth, I'm
 5 just trying to understand.
 6 MR. HAYES: I would say sometime
 7 around 2009; somewhere in that range.
 8 SPECIAL REFEREE: That makes sense.
 9 So, so for the last - and so in 2009
 10 that's the last time you had made a
 11 payment?
 12 MR. HAYES: Yes.
 13 SPECIAL REFEREE: All right. And now
 14 all the payments - your, your statement
 15 is that all of the payments that you have
 16 made were made to Chase Manhattan
 17 Mortgage?
 18 MR. HAYES: Yes.
 19 SPECIAL REFEREE: Okay. What else?
 20 Do you have anything else before I hear
 21 from the Plaintiff? And I'll give you an
 22 opportunity to rebut.
 23 MR. HAYES: Okay.
 24 SPECIAL REFEREE: All right. Anything
 25 else?
 - 16 -

1 have prevented him from participating in
 2 earlier proceedings.
 3 If I could just - he has also served
 4 apparently -- and I don't have a copy of
 5 this because it went to our Columbia
 6 office. I live in Columbia. I just
 7 happened to be in Charleston last night
 8 and had to spend the night there, but I
 9 haven't had a chance to get by there this
 10 morning so I haven't seen these discovery
 11 requests, but he's also issued discovery
 12 requests on the Plaintiff.
 13 We would ask that Your Honor - we
 14 would request that the court order that
 15 Chase not be required to respond to those
 16 discovery requests; that they be quashed.
 17 And so any order that the Court might
 18 enter as a result of this hearing we would
 19 ask for that relief.
 20 Finally, let me deal just briefly with
 21 the issue of the Plaintiff's standing to
 22 bring this action. I'll point out again
 23 that that is already an established
 24 judicial fact. Judge Spence's earlier
 25 order granting Chase authority to
 - 19 -

1 MR. HAYES: I'll wait -
 2 SPECIAL REFEREE: I'm sorry?
 3 MR. HAYES: I'll wait to make a -
 4 SPECIAL REFEREE: Okay. Mr. Becker,
 5 do you have a response?
 6 MR. BECKER: Yes, sir, Your Honor.
 7 Your Honor, we've, of course, submitted a
 8 fairly lengthy Memorandum with a lot of
 9 exhibits in opposition to Mr. Hayes'
 10 Motion to Vacate the Judgment under Rule
 11 60(b)(3). I'll just point out that the
 12 standard for setting aside a judgment is
 13 intrinsic, extrinsic fraud which prevents
 14 Mr. Hayes from participating in his
 15 defense. There's been no such showing.
 16 In fact, the evidence demonstrates the
 17 exact opposite. He's had an opportunity
 18 to come in and participate and has been
 19 present at every hearing. His arguments
 20 are well set forth on numerous transcripts
 21 of hearings in front of Judge Spence.
 22 He's here again today seeking to upset a
 23 final judicial order of Judge Spence in
 24 which he has found that Mr. Hayes was in
 25 default that Chase - that the Plaintiff
 - 17 -

1 foreclose just intrinsically finds that
 2 this Plaintiff has standing to bring this
 3 claim. Chase Manhattan Mortgage
 4 Corporation was previously a subsidiary of
 5 JPMorgan Chase Bank National Association.
 6 It was merged into another subsidiary of
 7 JPMorgan Chase Bank National Association,
 8 which was Chase Home Finance, LLC, and
 9 then pursuant to an order of the Federal
 10 Reserve subsidiaries such as Chase Home
 11 Finance, LLC were all merged into the
 12 actual National Bank. That's something
 13 that happened to all major national banks
 14 as a result of the legislative and
 15 regulatory changes that occurred after the
 16 Great Recession. So there's nothing
 17 unusual about any of that. It's all a
 18 documented fact. There are orders that
 19 appear on the Federal Reserve's website
 20 that order these kinds of mergers.
 21 There's no need for any assignment
 22 when - in the context of these mergers of
 23 the note and mortgage. And, in fact, just
 24 to resolve any, any concern about standing
 25 to sue and to bring this foreclosure
 - 20 -

1 in this case, JPMorgan Chase Bank, NA, had
 2 the full right and authority to move
 3 forward and foreclose on this loan and he
 4 has in fact ordered that foreclosure.
 5 There's no demonstration that
 6 extrinsic fraud has prevented Mr. Hayes
 7 from participating in the proceedings that
 8 led to that final judicial order. It
 9 deserves finality and it deserves to be
 10 upheld. It should not be set aside, it
 11 should be enforced.
 12 We did receive some Affidavits in this
 13 morning's mail and I assume those will be
 14 made available to the Court. Because I
 15 was driving in from Charleston this
 16 morning I haven't had a chance to read
 17 them in detail, but they appear to make -
 18 just repeat the same arguments that have
 19 been made in all of these various hearings
 20 that are on the record. And the
 21 transcripts of which are attached to our
 22 Memorandum in Opposition to his Motion to
 23 Vacate. So I don't believe there is
 24 anything new there either and none of it
 25 demonstrates extrinsic fraud that would
 - 18 -

1 action, I have with me the actual original
 2 Note and Mortgage, which I'm prepared to
 3 make available to the Court and to Mr
 4 Hayes for inspection. The notes are
 5 commercial paper and possession of the
 6 Note and Mortgage demonstrates standing to
 7 sue so I have those here with me and can
 8 make them available for inspection.
 9 SPECIAL REFEREE: If you don't mind,
 10 let him make a copy for Mr. Hayes and for
 11 myself, please.
 12 MR. BECKER: Yes, sir.
 13 SPECIAL REFEREE: Mr. Becker, if I
 14 could ask - are you -
 15 MR. BECKER: That's all I have, Your
 16 Honor.
 17 SPECIAL REFEREE: If I could ask just
 18 one question. Can you speak briefly to
 19 the statement made by Mr. Hayes regarding
 20 the requirement for notice to the VA?
 21 MR. BECKER: I don't - I can't speak
 22 specifically to that, Your Honor. I would
 23 like to -- if he would repeat again what
 24 section of the Code he's relying on.
 25 Maybe if we take a break I could go out
 - 21 -



1 and have someone research that issue and
 2 report back to you.
 3 SPECIAL REFEREE: Mr. Hayes, I'm going
 4 to quote you, if this is okay. If I'm
 5 wrong, please tell me. I believe you said
 6 it was 38CFR3643-17.
 7 MR. HAYES: Yes. 36. dot. 4317. And
 8 that's the notice of with intent - notice
 9 of intent to foreclose.
 10 SPECIAL REFEREE: Okay. 38CFR364317?
 11 MR. HAYES: Yes.
 12 SPECIAL REFEREE: All right.
 13 MR. BECKER: I can have someone take a
 14 look at that.
 15 MR. HAYES: I have documentation right
 16 here where it states "Notice of Intent to
 17 Foreclose", 3643. dash. 17, which is part
 18 of the regulations. VA regulations,
 19 Federal regulations to that.
 20 And, also, Your Honor, this is a copy
 21 of what was filed in here this morning to
 22 the Plaintiffs. This right here.
 23 SPECIAL REFEREE: You mean the
 24 Affidavits?
 25 MR. HAYES: No, no, no. That's about
 - 22 -

1 regulations about notifying the Veteran
 2 Affairs, but ignorance of the law is no
 3 excuse. They said, they claim they
 4 represent their client you're supposed to
 5 know the laws and regulations before you
 6 take on a client or represent them, okay?
 7 They are aware of the fact because
 8 this document, this documentation I just
 9 passed forward, they also have that
 10 documentation. It was also filed in
 11 federal court. And there's no, there is
 12 no, no need to look for or see if they can
 13 find out if that was done, if Veteran
 14 Affairs was made aware of their
 15 intentions, because there is none.
 16 You have to - before you even begin,
 17 for a lawsuit to move forward that's well
 18 established. That's federal law. The law
 19 is the law, bottom line. And if that was
 20 done none of this wouldn't be here today
 21 because you have to let the VA know.
 22 Okay, number one, the reason why they,
 23 they didn't let the VA know is number one,
 24 Chase Home. Chase Manhattan Mortgage was
 25 the originator of the VA-backed loan.
 - 25 -

1 the VA
 2 SPECIAL REFEREE: Okay. Well, just
 3 hang on a minute and let me get a copy of
 4 this and a copy of the original Note and
 5 Mortgage and then we'll make - and I'll
 6 get a copy of that.
 7 MR. HAYES: Okay.
 8 SPECIAL REFEREE: Anything else you've
 9 got?
 10 MR. BECKER: No, sir. Only to add
 11 that -- and I'll find out what this
 12 requirement is. I'm, I'm not - I wasn't
 13 prepared today to demonstrate whether or
 14 not it was complied with or not. Even
 15 assuming, for the sake of argument, that
 16 it does in fact require what Mr. Hayes
 17 says it may well have been complied with,
 18 but we're just not prepared to demonstrate
 19 that. But I would argue that we don't -
 20 we shouldn't be required to demonstrate
 21 that today because Judge Spence's Order of
 22 Foreclosure presumes and in fact finds as
 23 a matter of established fact, judicially
 24 established fact, that all requirements
 25 under law to foreclose on the property
 - 23 -

1 okay? If you don't have documentation to
 2 prove your standing with the VA they are
 3 not going to allow you to do what you
 4 intend to do or have intentions of doing.
 5 You have to have certain documentations.
 6 The regulations or the VA requirements is
 7 huge and if you don't follow the
 8 guidelines -- like I said, the law is the
 9 law and that's clear what I passed up
 10 there. And, you know, it clearly states
 11 what the requirements are and they knew
 12 about it. They knew about it before
 13 coming here today. The Plaintiff's
 14 attorney knew about this because I have
 15 sent this several times to their office
 16 through mail. I also filed it in my case
 17 in federal court. And, you know, this,
 18 this shouldn't even move forward because
 19 Judge Spence if he wasn't - maybe he
 20 didn't have knowledge because he don't
 21 know. I mean, I'm sure, you know, he's a
 22 judge but he can't know everything.
 23 Nobody knows everything. You have to do
 24 your research. So his decision, the
 25 judgment was done in error because I
 - 26 -

1 have been met
 2 SPECIAL REFEREE: Okay.
 3 MR. BECKER: So I would argue that
 4 it's an issue that's irrelevant at this
 5 point. And, in fact, it's a matter of -
 6 it's simply a matter of res judicata at
 7 this point: adjudicated fact. So there
 8 would be no, no reason to inquire. But
 9 since you have asked, Your Honor, I will
 10 at least go - if you decide otherwise, of
 11 course, I can check on exactly what is
 12 that requirement, get a copy of that CFR
 13 regulation, and then if you do decide that
 14 you would like to see proof of whether or
 15 not it was complied with I can go that far
 16 as well. But, again, I'd argue that that
 17 shouldn't be necessary.
 18 SPECIAL REFEREE: All right, Mr.
 19 Hayes?
 20 MR. HAYES: Yes, sir.
 21 SPECIAL REFEREE: Is there anything
 22 else that you've got on this -
 23 MR. HAYES: Yes, sir. Yes, I do.
 24 Number one, sir, no - the Plaintiff's
 25 attorney may not be aware, I know the VA
 - 24 -

1 haven't seen yet - I asked Judge Spence
 2 when I went to court every time, and I've
 3 been to all of the proceedings, or motions
 4 or whatever that was filed, that I knew of
 5 was the first one being the Notice of
 6 Final Hearing. That's when I found out
 7 about all this. I didn't know anything
 8 about a Summons and Complaint. The person
 9 that was supposedly served is here, which
 10 is Ms. Marshall here. She can testify
 11 under oath. She has an Affidavit
 12 submitted that she wasn't even at the, at
 13 the residence. She wasn't even in town so
 14 how can this - I don't know how it is
 15 done but an officer of Lexington County
 16 said that he served Ms. Marshall. Number
 17 one, he got the name wrong. Because I'm
 18 pretty sure if you - I don't know how it
 19 goes but if someone, a personal processor
 20 or whoever served paperwork and they go
 21 and write down - they have, I guess, a
 22 sheet or documentation where they have to
 23 take the personal information I'm pretty
 24 sure they have the name and he said it's
 25 spelled with a K; her name is spelled with
 - 27 -



Handwritten number 68 at the bottom center of the page.

1 a C. The description of her was not of
 2 Ms. Marshall. You know, I've submitted an
 3 Affidavit that no one was served at that
 4 residence.
 5 Like I said, we have a personal
 6 processor, personal processor that - and
 7 here's the documentation here that he
 8 tried six attempts to serve and was
 9 unsuccessful. And I don't know if you saw
 10 that but if you haven't seen it - can you
 11 pass this up?
 12 SPECIAL REFEREE: I've got the file.
 13 MR. HAYES: Okay. Well, the evidence
 14 is here. This right here.
 15 If you would, sir, if you would take a
 16 look at this discovery it has, it has -
 17 it's broken down into great detail to
 18 prove that the claims of the Plaintiff are
 19 false. I mean, it's a five-page
 20 documentation here that needs to be looked
 21 at because this is proof of all of their
 22 claims will prove them not to be, not to
 23 be correct. It's in affidavit form and it
 24 has not been rebutted. And I'm not, I'm
 25 not an attorney or anything, I'm just
 - 28 -

1 not represent myself. That deprived me of
 2 my constitutional and civil rights because
 3 if I was allowed to represent myself I
 4 could have defended myself against these
 5 claims initially. I was not allowed to do
 6 that. I was not allowed to do that. I
 7 was told to leave the courtroom. I left
 8 the courtroom and then I guess other -
 9 some proceedings went on because I've seen
 10 in some transcripts that I have that was
 11 sent by the Plaintiff's attorney that more
 12 correspondence is going on but I'm - I
 13 don't know anything. I didn't know
 14 anything about an order, or anything. I
 15 never received anything in the mail. I
 16 never received anything in the mail that,
 17 that, you know, if there was an order. I
 18 thought that the case was dismissed.
 19 Also, I received documentation that - I
 20 filed bankruptcy back in 2010 or '11,
 21 sometime back in that time frame, but they
 22 said the case was dismissed. Like I said
 23 here, that's my first knowledge of any,
 24 any type of hearing.
 25 They need to respond to the
 - 31 -

1 defending myself where I know what is
 2 right and the truth and I've done some
 3 research and an affidavit - the only way
 4 you can disclaim, or discredit an
 5 affidavit, or rebut an affidavit is with
 6 another affidavit.
 7 They have been aware of this Affidavit
 8 since January. This is the not the first
 9 time, first day they've seen this. I sent
 10 it to them by mail. Also, I submitted it
 11 in federal court, this Affidavit here, and
 12 it has yet to be rebutted. I noticed that
 13 any correspondence that I received and any
 14 correspondence that's been filed in state
 15 court and federal court has not addressed
 16 this Affidavit. It's cut and dry. This
 17 Affidavit is cut and dry of the facts.
 18 That's the purpose of an affidavit. They
 19 have yet to rebut this Affidavit or
 20 anything. The other affidavits that I've
 21 submitted, I mean, they can have an
 22 opportunity to rebut them if they choose,
 23 or whatever the case may be, but it just
 24 states the facts. And they cannot back up
 25 their claim. They cannot back that up.
 - 29 -

1 interrogatories because if you can't, you
 2 know, answer the interrogatories obviously
 3 you don't have the information that you
 4 should have being the real party of
 5 interest and I think that needs to be
 6 addressed, you know. That's all I have
 7 for right now. Your Honor.
 8 SPECIAL REFEREE: Anything further on
 9 the Motion to Vacate?
 10 MR. BECKER: No, sir.
 11 SPECIAL REFEREE: Okay. I am going to
 12 take under advisement what you've given
 13 me, the papers you've handed up, and I'm
 14 going to issue an Order on this probably
 15 within a week or so but I do want to read
 16 your Affidavits. I want to read what
 17 you've handed up here today. Take a look
 18 at what - I've already read the
 19 Memorandum. I hadn't read every word but
 20 I've read a lot of it. I want to take a
 21 little time on this and I want to do a
 22 little personal research on your claim of
 23 36-4317. I do want to take a look at
 24 that.
 25 Having said that the only other issue
 - 32 -

1 The reason my - you know, back in
 2 2010 when I went to the Notice of Final
 3 Hearing, the first Notice of Final
 4 Hearing, we've had, like, three or four of
 5 them. The first Notice of Final Hearing
 6 when I came into the courtroom, which is
 7 this very room here, I was never allowed
 8 to go past this door right here. I was
 9 back here. And I asked - I let Judge
 10 Spence know I was going to represent
 11 myself. He told me that I have to have a
 12 license, a South Carolina attorney to
 13 represent myself. And at the time, you
 14 know, I've never been to court. You know,
 15 I didn't know anything about these
 16 courtroom procedures or whatever so I'm
 17 thinking that, okay, he's the judge I
 18 guess he's right, or whatever the case may
 19 be. But I've done my research, I'm not a
 20 licensed attorney, I don't practice law,
 21 but I found out that I can represent
 22 myself and I see it all the time but I
 23 started second guessing myself. But he
 24 told me I had to be represented by a
 25 licensed South Carolina attorney. I could
 - 30 -

1 that I have before me today was I had - I
 2 think we were to issue - obviously if we
 3 grant the Motion to Vacate the Judgment
 4 then we are going to have to go back
 5 through prove damages, prove standing,
 6 prove everything. However, if the Motion
 7 is denied, Mr. Hayes, - in an effort to
 8 try to save a little bit of time, do you
 9 have Affidavits to prove the debt as of
 10 today, Mr. Becker?
 11 MR. BECKER: I do. Your Honor. I'm
 12 prepared to hand those up.
 13 SPECIAL REFEREE: If you want to hand
 14 those up we will take a look at those and
 15 then, of course, that Order will be
 16 dependent on the Motion, Mr. Hayes' Motion
 17 to Vacate.
 18 MR. BECKER: Your Honor, I have an
 19 original and three copies. I have not
 20 been by the Clerk's Office to have it
 21 filed of record yet. I can show you the
 22 - would you like just to have a copy
 23 today and then I'll get the original filed
 24 of record with the Clerk?
 25 SPECIAL REFEREE: Sure, sure.
 - 33 -



1 MR. BECKER: Here's a copy for the
 2 Court, Your Honor, and then a copy for Mr.
 3 Hayes.
 4 SPECIAL REFEREE: Okay. That will be
 5 fine.
 6 MR. BECKER: And I'll have the
 7 original file stamped.
 8 SPECIAL REFEREE: And, Mr. Hayes, this
 9 will give you an opportunity to read over
 10 this. Obviously, you've just been handed
 11 this document and I'll give you an
 12 opportunity to read over that. But I will
 13 make my ruling on the matters that you've
 14 brought up. I do want to do a little
 15 research on this on my own and we'll go
 16 from there.
 17 Is there anything else, Mr. Becker?
 18 MR. BECKER: Your Honor, I also have
 19 an Affidavit of Attorneys Fees from Ms.
 20 Caskey.
 21 SPECIAL REFEREE: Okay.
 22 MR. BECKER: And, again, I can hand up
 23 a copy for you. I'll have the original
 24 filed in just a few moments; as soon as we
 25 are through here.

- 34 -

1 how has JPMorgan Chase been damaged in
 2 what way, shape, form or fashion.
 3 And the statement that the Plaintiff's
 4 attorney stated that they don't have to
 5 file assignments, what's the purpose of
 6 assignments being put in place when you
 7 don't have to file them. I mean, that's
 8 like saying that you don't have to play by
 9 the rules if you don't want to. If you
 10 don't want to submit something, you don't
 11 have to submit it. There's no, there's no
 12 evidence whatsoever that any assignments
 13 was ever filed, none. There's no chain of
 14 title, period.
 15 SPECIAL REFEREE: Mr. Hayes, the only
 16 thing I'm going to respond is I'm not
 17 allowed to answer questions, I'm sorry.
 18 MR. HAYES: Well, I just want to state
 19 that for the record.
 20 SPECIAL REFEREE: And I appreciate
 21 your position on that. I will tell you,
 22 I've been doing this for 35 years in this
 23 building and the building before and
 24 you've raised some issues that I've never
 25 heard raised and I've never given much

- 37 -

1 SPECIAL REFEREE: All right.
 2 MR. HAYES: Excuse me, sir.
 3 SPECIAL REFEREE: Yes, sir.
 4 MR. HAYES: I would like to pass this
 5 to the Plaintiff. It's a Memorandum in
 6 support of Defendant's Motion to Vacate
 7 the Default Judgment and to grant
 8 Defendant's Motion to Dismiss. This was
 9 filed this morning.
 10 SPECIAL REFEREE: Sure. If it's been
 11 filed, sure.
 12 MR. HAYES: And, also, Your Honor, I
 13 have
 14 SPECIAL REFEREE: Can I get a copy of
 15 that? I'm sorry, Mr. Hayes. Mr. Becker
 16 will you let him make a copy so I can have
 17 it and not have to wait to get it from the
 18 Clerk of Court, please.
 19 MR. HAYES: I have a question, Your
 20 Honor. If -- okay, in order to have
 21 standing and, I mean, let me know if I'm
 22 wrong, in order to have standing is it
 23 true or not that you have to prove
 24 standing from the beginning to the end of
 25 the process?

- 35 -

1 thought to be honest about it so I'm going
 2 to give this some thought, I'm going to
 3 give it some long thought. I'm not going
 4 to make a decision hastily or without
 5 feeling good about what I decide.
 6 MR. HAYES: And I appreciate that.
 7 SPECIAL REFEREE: I want you to
 8 understand that. Civil procedure,
 9 standing, people spend careers
 10 understanding that and so I don't think
 11 there is a simple answer to a lot of the
 12 questions you've posed today. It's a very
 13 complicated process not only in South
 14 Carolina but when you get the Federal
 15 Government involved with the Veteran's
 16 Administration sometimes you can have
 17 overlapping laws and conflicting laws and
 18 so you have to try to read through those.
 19 I will tell you, this has been - you
 20 made a statement earlier - and you can
 21 have a seat. You made a statement earlier
 22 that you've been to every procedure that
 23 you've had and I've read through the file
 24 and there's been a lot of them not only
 25 here but in federal court and so I'm going

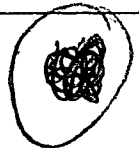
- 38 -

1 SPECIAL REFEREE: Mr. Hayes, I'm not
 2 your attorney; I can't answer that
 3 question. That's for you to present your
 4 evidence on.
 5 MR. HAYES: Well, that's what I
 6 researched and read that you have to
 7 establish standing from the beginning
 8 through out, to the end of a lawsuit in
 9 order to be able to real party of
 10 interest. You just can't come in halfway
 11 through or at the end and say, well, I'm
 12 the rightful whoever of this matter, you
 13 know. And I researched that quite often
 14 and found that out.
 15 And, also, they substituted plaintiffs
 16 back in 2012. Now, they wasn't a party
 17 when the lawsuit was filed back in 2010.
 18 That's what I'm saying. How can you just
 19 come in at halfway through or at the end
 20 and say, oh, I'm the real party of
 21 interest when, you know, you weren't a
 22 party at the beginning. I mean, what
 23 damages do you have because in order to
 24 initiate the lawsuit, or file a lawsuit,
 25 if you had damage. I would like to know

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1 to take it under advisement everything
 2 that you've given me, I've going to take
 3 under advisement your Affidavits and I'll
 4 make a ruling on it and we'll go from
 5 there, okay?
 6 MR. HAYES: Yes, sir. One other
 7 thing. I've been to all of these, all of
 8 the proceedings or hearings except for
 9 when they filed a Motion for Substitute
 10 Plaintiff. I never knew anything about
 11 that until I actually came to court later
 12 on. So there was never any hearing to say
 13 yeah or nay or whatsoever about the Motion
 14 for Substitution. I was never given the
 15 opportunity to even rebut that or
 16 anything. It was granted without me being
 17 there. If they had a hearing I wasn't
 18 made aware of it.
 19 SPECIAL REFEREE: And I hope you
 20 understand today that I've tried to give
 21 you a lot of latitude. You've done a
 22 little bit of arguing and little bit of -
 23 and done it well, Mr. Hayes, I want to
 24 tell you that, but you've also testified
 25 what I consider is offered testimony. And

- 39 -



1 a lot of this is already on the record of
 2 what you've said so I've given you a lot
 3 of latitude today because I do believe
 4 people ought to have their day in court.
 5 MR. HAYES: Yes, sir.
 6 SPECIAL REFEREE: I believe strongly
 7 in that. So with that, if there's nothing
 8 else, I'm going to adjourn. You do have
 9 to get the copy the Bailiff is making for
 10 you. Yeah, here you go. And I will
 11 notify you of my decision once it's made,
 12 okay? Thank you.
 13 MR. HAYES: Sir? Just one more thing.
 14 This is not the original Mortgage, is it?
 15 MR. BECKER: I have it. I have the
 16 original Mortgage.
 17 SPECIAL REFEREE: He's got to keep the
 18 original Note and Mortgage.
 19 MR. HAYES: Can I see that?
 20 MR. BECKER: I'm happy to show it to
 21 him, Your Honor, and let him look at these
 22 two documents. This is the Note and this
 23 is the Mortgage.
 24 MR. HAYES: That's what I have here?
 25 MR. BECKER: You have a copy of it
 - 40 -

I further certify that I am not of counsel or kin to
 any of the parties to this cause of action, nor am I
 interested in any manner in its outcome.
 IN WITNESS WHEREOF, I have hereunto set my hand and
 seal this the 21st day of March, 2014.

 Notary Public for South Carolina
 My Commission Expires: 08/17/2015
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1 that the Bailiff just made. So if the
 2 record could reflect, Your Honor, that -
 3 BAILIFF: Ma'am, put that away. Put
 4 it away or lose it.
 5 UNKNOWN SPEAKER: I was just cutting
 6 the volume down. Making sure the volume
 7 was down.
 8 MR. BECKER: If the record could
 9 reflect that I'm showing Mr. Hayes the
 10 original Note and Mortgage.
 11 MR. HAYES: Okay. Nothing else. Your
 12 Honor.
 13 SPECIAL REFEREE: Okay. Thank you.
 14 (Proceedings concluded at 10:48 a.m.)

15 16 17 18 19 20 21 22 23 24 25 - 41 -

1 2 3 4 5 6 7 8 9 10 11 12 13 14 1516
 1718
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
STATE OF SOUTH CAROLINA)
) C-E-R-T-I-F-I-C-A-T-E
 COUNTY OF LEXINGTON)
 I, Elaine McLeod, Court Reporter and Notary Public,
 certify that I did appear at 10:02 a.m. on Thursday, March
 13, 2014, at the Marc Westbrook Judicial Center, Lexington
 County Courthouse, 205 E. Main Street, Lexington, South
 Carolina; that the pages constitute a true and accurate
 transcript of the testimony given at that time and place.

KRISTIN GILL (803)429-2599



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1 didn't throw the ball to the right guy on
 2 Friday, I can't go back and replay it again.
 3 I can't file something and send a letter to the
 4 other team and say I know the game's over, but
 5 if I had thrown the ball to the guy on the post
 6 instead of the guy on the drag and you all
 7 hadn't intercepted it, we would have won. And
 8 that's kind of what you're trying to do. We
 9 had a date for a hearing. We had a trial
 10 scheduled, notice was given, people appeared.
 11 You chose not to play on Friday, and then
 12 you've said now I'm sending you stuff after the
 13 game that proves I win. That's not how -- our
 14 procedure does not allow for that. So I can't
 15 even consider the things that you filed after
 16 the trial unless they're filed properly, and
 17 they're not -- I've looked at the substance,
 18 and I've looked at the procedure. You need to
 19 talk to a South Carolina lawyer. If you want
 20 to do anything about this, you need to talk to
 21 a South Carolina lawyer, because what you're
 22 filing is not correct. I'm not trying to be
 23 mean. I'm not trying to single you out. I'm
 24 just explaining. I have to go by the rules.
 25 I got to call it according to the rules.

1 more comfortable standing up, you can. But I
 2 don't want to make you stand up for an hour or
 3 so. All right. At the original hearing, this
 4 is something I require, and my assumption is
 5 all judges do in South Carolina because we're
 6 a judicial foreclosure state. There was a
 7 transcript of testimony, and there is a copy of
 8 the note that you signed --
 9 MR. HAYES: No --
 10 THE COURT: Hold on. I'm going to get to it. 
 11 There's a copy of the note. There's a copy of
 12 the mortgage. There's an assignment. There's
 13 a copy of the assignment. I always have to see
 14 copies of documents. Now, and again, this is
 15 court rules. So I want you to listen with me
 16 and see if this makes sense. In South Carolina
 17 when you file a complaint, when you get a
 18 complaint served on you, the document -- the
 19 complaint said you signed this note. You
 20 signed this mortgage. You quit making your
 21 payment on this date. I'm paraphrasing what a
 22 foreclosure complaint says. Under our rules,
 23 if you don't respond to that in writing with
 24 the 30 days, if you don't say, A, I didn't sign
 25 that note, B, that ain't my signature, if you

1 MR. HAYES: Yes, Your Honor. Okay. If back in
 2 2010, if you rendered an order, here it is it's
 3 two years later -- okay. You know, I received
 4 correspondence from the Plaintiff. But my
 5 question is, you know, I've been asking over
 6 and over, where is the documentation that I
 7 filed. That I signed, first of all. Okay.
 8 I'm going back and forth, back and forth. You
 9 know, show me my documentation that even had me
 10 coming to court. I never gotten that. Now,
 11 this is supposed to be the way that everything
 12 supposed to be done by law. I need to see a
 13 copy. I've been asking, every document I have
 14 here, please provide me with my contract that
 15 I supposedly signed. And I've seen copies --
 16 you seen copies, but it's not my signature.
 17 I've told them, it's not my signature. You
 18 need to provide me with the actual documents I
 19 signed.
 20 THE COURT: All right. Hold on.
 21 MR. HAYES: And I've been back and forth with this.
 22 THE COURT: All right. Hold on. I'm going to --
 23 again, because we're going kind of -- and if
 24 you'd like to have a seat, you can. You don't
 25 have to stand up the whole time. If you're

1 don't contest it by filing what's called an
 2 answer within 30 days, the law says you had 30
 3 days to answer it. You didn't. You're legally
 4 deemed to have admitted it. So by not filing
 5 your answer within 30 days after being served,
 6 the law says you admitted everything they said,
 7 because the law says you have to file an answer
 8 after you're served. Now -- no, ma'am. Unless
 9 you're his attorney, you --
 10 MS. GEORGE: No, I'm not his attorney. But you read
 11 the document out loud that said that I received
 12 a notice from the court. Now, whoever said
 13 that I received a notice, that his fiancee
 14 received a notice, that is not true.
 15 THE COURT: All right. Ma'am, I'm not going to get
 16 into a debate with you. The Lexington County
 17 Sheriff's Department filed an affidavit that
 18 said they served you with a summons and
 19 complaint.
 20 MS. GEORGE: That's not true, sir.
 21 THE COURT: Well, all right. I'm not going to argue
 22 with that, because there is a legal procedure
 23 to take if you challenge that.
 24 MS. GEORGE: Well, I'd need to see the document to
 25 challenge --

Complaint & Charging Sheet
Statement of Facts & Charges by Affidavit

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

Butler & Heusch (Attorneys for) Chase
Genevieve Johnson Bar #78480
107 Westpark Blvd Suite 130
Columbus, OH 43210

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

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

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

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

- There is no evidence that the bank loaned anything of value in this matter and I believe that none exists;
- There is no evidence that Respondent has incurred a loss in this matter and I believe that none exists;
- There is no evidence that the Respondent has any lawful standing in this matter and I believe that none exists;
- There is no evidence of a valid contract between Respondent and DEMETRIC HAYES, for want of valuable consideration and want of two executing signatures:

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

- The Respondent(s) has (have) violated the Truth-In-Lending Act and contract law;
- The Respondent(s) has (have) engaged in common law fraud and unlawful conversion of a security;
- The Respondent(s) have (has) unlawfully monetized the 'Promissory Note' and the "Mortgage Agreement", unregistered securities, for their own unlawful and unjust enrichment:

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

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

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

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Ovation Research P.O. Box 1188 Lanham, MD [20703]
Discovery – Exhaustion of Administrative Remedy
Non-domestic, without the United States

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

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

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

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

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

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

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


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

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

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

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

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

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

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

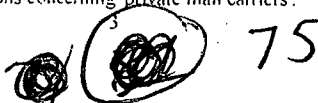
The information contained in this Charging Sheet and its undisputed validation through college text books, Federal Reserve publications, hundreds of economic expert's writings, congressional records, and former and current political leaders conclusively substantiates that Respondent is engaged in criminal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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

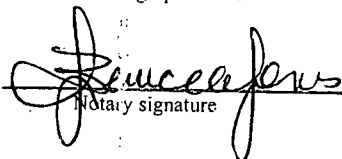
Respondent's failure to rebut shall constitute Respondent's stipulation that this process is free from defect, lawful or otherwise; that Judgment shall be issued certifying the admissions, confessions, agreements and stipulations of the Parties and that said Judgment constitutes res judicata, stare decisis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

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

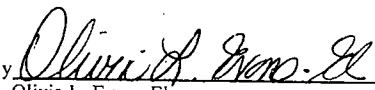
Respondent's refusal to rebut shall constitute Respondent's confession to Respondent's operation in equity in bad faith and with unclean hands and their voluntary surrender of all equity claims in their name and/or in their control. Furthermore affiant sayeth not.

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

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


Notary signature

stamp/seal

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

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



ORIGINAL

STATE OF SOUTH CAROLINA
COUNTY OF LEXINGTON

FILED IN THE COURT OF COMMON PLEAS
CASE NO. 2010-CP-32-00669

CHASE HOME FINANCE LLC S/B/M 2010 JUN 16 A 10:14
CHASE MANHATTAN MORTGAGE CORPORATION

Affidavit of Default

Plaintiff,

BETH A. CARRIGG
CLERK OF COURT
LEXINGTON SC

v.

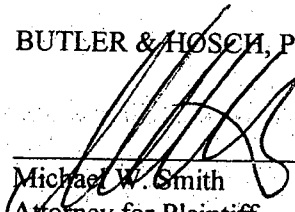
DEMETRIC HAYES

Defendant

PERSONALLY appeared before me Michael W. Smith, who, being duly sworn, says that he is the attorney for the Plaintiff in the above-entitled action, and the Defendant above named was duly served with the Summons and Complaint in this action.

That more than thirty (30) days, exclusive of the day of service, have elapsed since the service aforesaid, and no Answer, Demurrer or Notice of Appearance has been received by or served upon the Plaintiff or its attorneys by or on behalf of any said Defendant and that said Defendant is now in default.

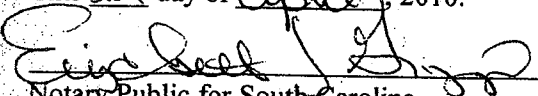
BUTLER & HOSCH, P.A.



Michael W. Smith
Attorney for Plaintiff
Westpark Center II
107 Westpark Boulevard, Suite 130
Columbia, South Carolina 29210
Telephone: (803) 798-2112
Facsimile: (803) 798-2175

SWORN AND SUBSCRIBED TO BEFORE ME

This 22 day of April, 2010.



Notary Public for South Carolina

My Commission Expires: 07/18/2014

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STATE OF SOUTH CAROLINA)
)
COUNTY OF LEXINGTON)

AFFIDAVIT OF NON-SERVICE

PERSONALLY APPEARED BEFORE ME, Robert P. Jones, who being duly sworn deposes and says that he has attempted service of the following document(s) pursuant to the South Carolina Code of Laws and the South Carolina Rules of Civil Procedure and as of this date has been unable to serve same:

DOCUMENT: Cover Sheet, Certificate of Exemption, Lis Pendens, Summons and Complaint

TO: Demetric Hayes

IN THE MATTER OF: Chase Home Finance LLC, Successor by Merger to Chase Manhattan Mortgage Corporation v. Demetric Hayes
2010-CP-32-00669

REASON(S) FOR NON-SERVICE: I attempted service at the address provided (232 Edinfield Ct., Gaston, SC 29053) on February 19, 2010 / 10:00 am; February 23, 2010 / 1:15 pm; February 24, 2010 / 9:20 am; February 25, 2010 / 4:55 pm; February 26, 2010 / 1:20 pm and February 27, 2010 / 2:55 pm. I was unable to make contact with the subject at this location. On one occasion I talked with an out of town guest who confirmed the subject lived there. I left a note with the guest and on another occasion requesting the subject to contact me as of this date he has refused to do so.

Robert P. Jones
Robert P. Jones B&H# 281355

Sworn to and subscribed before me this 28th day of February, 2010.

Barbara R. Jones
Barbara R. Jones
My commission expires: 11/07/2018

FILED
MAR 10 A 8:31

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FILED

5 November 2010

2012 JUL -2 A 2:06

Case No: 2010-cp-32-00669

BETH A. CARRIGE
CLERK OF COURT
LEXINGTON SC

ORIGINAL

Demetric Hayes
232 Edinfield Ct.
Gaston, SC 29053

Chase Home Finance
3415 Vision Drive
Columbus, OH 43219-6009

Account Number: 1823036730

To Whom It May Concern:

I understand that under Section 6 of RESPA you are required to acknowledge my request within 20 business days and must try to resolve the issue within 60 business days. Please treat this letter as a "qualified written request" under the Real Estate Settlement Procedures Act, 12 U.S.C. Section 2605(e). Please forward the following information.

1. All descriptions and legends of all Codes used in your mortgage servicing and accounting system so that the examiners, auditors and experts retained to audit and review my mortgage account may properly conduct their work.
2. All assignments, transfers, allonges, or other document evidencing a transfer, sale or assignment of my mortgage, deed of trust, promissory note or other document that secures payment by me to my obligation in this account from the inception of my loan to the present date including any such assignments on MERS.
3. All records, electronic or otherwise, of assignments of my mortgage, promissory note or servicing rights to my mortgage including any such assignments on MERS.
4. All deeds in lieu, modifications to my mortgage, promissory note or deed of trust from the inception of my loan to the present date.
5. The front and back of each and every canceled check, money order, draft, debit or credit notice issued to any servicer of my account for payment of any monthly payment, other payment, escrow charge, fee or expense on my account.

~~80~~ 80

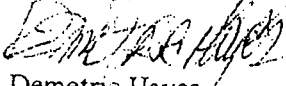
6. All escrow analyses conducted on my account from the inception of my loan until the date of this letter.
7. The front and back of each and every canceled check, draft or debit notice issued for payment of closing costs, fees and expenses listed on my disclosure statement including, but not limited to, appraisal fees, inspection fees, title searches, title insurance fees, credit life insurance premiums, hazard insurance premiums, commissions, attorney fees, points, etc.
8. Front and back copies of all payment receipts, checks, money orders, drafts, automatic debits and written evidence of payments made by others or me on my account.
9. All letters, statements and documents sent to me by your company.
10. All letters, statements and documents sent to me by agents, attorneys or representatives of your company.
11. All letters, statements and documents sent to me by previous servicers, sub-servicers or others in your loan file or in your control or possession or in the control or possession of any affiliate, parent company, agent, sub-servicer, servicer, attorney or other representative of your company.
12. All letters, statements and documents contained in my loan file or imaged by you, any servicer or sub-servicers of my mortgage from the inception of my loan to present date.
13. All electronic transfers, assignments, sales of my note, mortgage, deed of trust or other security instrument.
14. All copies of property inspection reports, appraisals, BPO's and reports done on my property.
15. All invoices for each charge such as inspection fees, BPOs, appraisal fees, attorney fees, insurance, taxes, assessments or any expense, which has been charged to my mortgage account from the inception of my loan to the present date.
16. All checks used to pay invoices for each charge such as inspection fees, BPOs, appraisal fees, attorney fees, insurance, taxes, assessments or any expense which has been charged to my mortgage account from the inception of my loan to the present date.
17. All agreements, contracts and understandings with vendors that have been paid for any charge on my account from the inception of my loan to the present date.
18. All loan servicing records, payment payoffs, payoff calculations, ARM audits, interest rate adjustments, payment records, transaction histories, loan histories, accounting records, ledgers, and documents that relate to the accounting of my loan from the inception of my loan until present date.

FILED
2012 JUL -2 A 2:00p
BEITH A. CARROLL
CLERK OF COURT
LEXINGTON

81

19. All loan servicing transaction records, ledgers, registers and similar items detailing how my loan has been serviced from the from the inception of my loan until present date.

Sincerely,



Demetric Hayes

FILED
2013 JUL -2 A 2:06
BETH A. CARRIGG
CLERK OF COURT
LEXINGTON SC

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CASE # 2010CP3200669

**BONDED REGISTERED BILL OF EXCHANGE ORDER
CERTIFIED & PRIVATE ACCRUAL
PER HJR-192, JUNE 5th, 1933, PUBLIC LAW 73-10**

20156

Demetric Hayes Secured Party - Drawer
C/o 232 Edinfield Court
West Columbia, South Carolina [29053]

United States Inc. - Drawee
Treasury Department per UCC Contract Trust Account Only
1500 Pennsylvania Ave. N.W.
Washington, D.C. 20220

Date: 10-13-2011

For Loan No: 1823036730

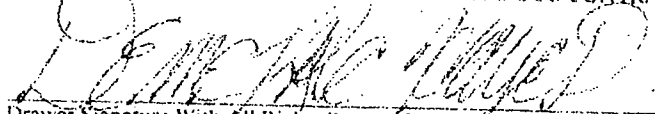
Pay *One Hundred Forty Thousand and Five Hundred Dollars and 00/00****** \$140,500.00

To the Order of CHASE HOME FINANCE (Payee/Claimant).

This instrument is hereby presented in good faith to utilize the financial obligation exemption afforded by the United States with House Joint Resolution -192, Public Law 73-10 towards the discharge of the above listed claimant's claim. The Drawer has accepted the claimant's claim in which a copy is attached herewith along with UCC3 financing statement amendment reflecting public record of the assignment of the Drawer's Private Exemption to the CHASE HOME FINANCE, LLC. The obligation of the Drawee (acceptor), United States Treasury Department (authorized agency of the United States), to uphold its obligation to the Drawer with the presentation of this instrument is in compliance with House Joint Resolution -192, Public Law 73-10 (see *Guaranty Trust Co. of NY v. Hemwood et al.* 307 U.S. 247 (FN3)), represented by the attached claim Accepted For Value. The Treasury Department of the United States has been notified of the Drawer's autographed acceptance reflecting Drawer's allowance of the use of Drawer's private exemption credit and/or UCC Contract Trust Account towards the discharge of payee's claim. Payee is to present this Bill of Exchange to the Secretary of the Treasury within 3 days (72 hours) of receipt for settlement of payee's claim. Unless this Bill of Exchange is dishonored in writing within 15 days of receipt by the Secretary of the Treasury and/or United States, claimant is to immediately cease and desist all collection activities and utilize the drawer's private exemption afforded by the United States and/or UCC Contract Trust Account, to discharge payee's claim.

Bond # RB405601365US. Prepaid Account No. 139-75-005347
Private UCC Contract Trust Account Accrual #249270841-077272356; UCC Financing Statement No. 110824-1256189
Not a Bank Check. For Holding Account and EFT only.

This instrument is drawn in accordance with UCC: 1-103, 1-104, 1-201 (4)(28)(30), 3-103 (a)(b) 3-104 (a)(b), 3-311, 3-603(a)(b) & Public Law 73-10
NEGOTIABLE WITH THE RESPONDENT AT THE FEDERAL WINDOW VIA TREASURY TAX & LOAN DEPARTMENT VIA MAKER'S UCC CONTRACT TRUST ACCOUNT AND/OR PRIVATE

By: 
Drawer Signature With All Rights Reserved Without Recourse UCC1-308
1823036730 20156

7011 0110 0002 4501 1374

Exhibit B

83

CASE # 2010DCP32 00669

Demetric Hayes
Nonresident/ Non Domestic
First Class, U.S. Delivery
Care of 232 Edinfield Ct.
Gaston, South Carolina Republic

FILED

2014 JAN -6 A 9:21

BETH A. CARRIGG
CLERK OF COURT
LEXINGTON, SC

Certified Mail No # 7011 0110 0002 4501 1374

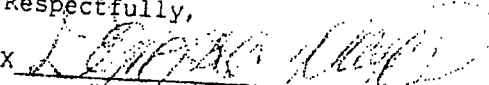
Notice of Conditional Acceptance

NOTICE OF INTENT (Under Contract Law)

The enclosed original Notice of Acceptance, is hereby submitted under "Contract Law" in "good Faith" for the purpose of Agent(s): Chase Home Finance, Address: 3415 Vision Drive, City: Columbus State: OH, Zip: 43219-6009, hereinafter "offeror in contract law", to discharge all debt in this matter, for and on behalf of Demetric Hayes (Debtor), through an acknowledgement of Public Policy H.J.R. 192 passed on June 5, 1933. The collateral for this Notice of Acceptance is the presentment thru Demetric Hayes (Debtor), a transmitting utility, as the UNITED STATES INC. is responsible under reorganization of all debts Public, and Private. The receiver is the Secretary of Treasury, Timothy F. Geithner.

For further correspondence you may contact Demetric Hayes at the above location in writing. In the event you return my instrument without providing me remedy, I will accept your return as a "Dishonor". This will also apply if you: 1. Fail to honor my instrument, 2. Destroy my instrument, or 3. Fail to provide me remedy.

Respectfully,

x 
"As good as Aval"

For: "The DEMETRIC HAYES trust fund."

FOR THE PURPOSE OF THIS OFFER, THE DEFINITIONS BELOW APPLY

offeree: In contract law, the person to whom an offer is made.

offer: In contract law, a proposal made by one party to another indicating a willingness to enter into a contract.

offeror: In contract law the person who makes the offer.

Account/1623036730

Mr. Timothy Geithner, Secretary
Department of the Treasury

This 13 day of OCTOBER, 2011


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Exhibit A

COUNTY OF LEXINGTON

[ONLINE SERVICES](#)

[SITE MAP](#)

[CONTACT US](#)

Data last updated: 10/29/2015

TMS# 009024-01-091 [Show Map](#)

TAX YEAR: 2016
 OWNER: MARSHALL, CARLA R TRUSTEE
 ADDRESS: C/O HEART TO HEART TRUST
 P O BOX 2572
 WEST COLUMBIA, SC 29171
 PROPERTY ADDRESS: 232 EDINFIELD CT
 LEGAL DESCRIPTION: HEATHER HILL PH II-B LOT 75 .54 AC
 DEED BOOK & PAGE: 15084-107
 PLAT: SL-713-2
 LAND USE: 1001:RESIDENTIAL - IMPROVED
 TAX DISTRICT: 2

ASSESSMENT INFORMATION		BUILDING INFORMATION	
LOTS:	1	SQUARE FOOT LIVING AREA:	2178
ACRES:		UNFINISHED AREA:	
TAXABLE LAND:	22000	YEAR BUILT:	2004
TAXABLE BUILDING:	90527	NUMBER OF BEDROOMS:	4
ASSESSMENT LAND:	1320	NUMBER OF FULL BATHS:	2
ASSESSMENT BUILDING:	5430	NUMBER OF HALF BATHS:	1
HOMESTEAD EXEMPTION:	0	HEATING SYSTEM:	
TAX RELIEF EXEMPTION:	0	HEAT:	HT AND AIR-CENTRAL HEAT AND AIR

SALES INFORMATION				
SALE DATE	SELLER	BUYER	PRICE	BOOK/PAGE
09/29/2011	HAYES, DEMETRIC	MARSHALL, CARLA R TRUSTEE	10	15084-107
05/27/2004	MARC HOMEBUILDERS, INC	HAYES, DEMETRIC	115920	9298-293
02/04/2004	MCLEOD DEVELOPMENT LLC	MARC HOMEBUILDERS, INC	46500	9006-202

Lexington
County



Good Friends and
Great Communities

Copyright 2001 Lexington County. All rights reserved. Revised: May 2011

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SPECIAL REFEREE'S TITLE

STATE OF SOUTH CAROLINA)
COUNTY OF LEXINGTON)

TO ALL WHOM THESE PRESENT SHALL CONCERN:

I, Albert J. Dooley, Jr., Esq., Special Referee for Lexington County, the said State, send greetings:

WHEREAS, in an action in the Court of Common Pleas in Lexington County between

JPMorgan Chase Bank, National Association, Successor by Merger to Chase Home Finance, LLC s/b/m to Chase Manhattan Mortgage Corporation,

as Plaintiff and

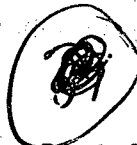
Demetric Hayes,

as Defendant, by the Master's Order of Judgment and Foreclosure and Sale filed July 30, 2010, the Order of Reference filed February 5, 2014, and the Second Supplemental Order Post-Judgment filed August 4, 2015, it was decreed that the property hereinafter described should be sold by the Special Referee for Lexington County on the terms and for the purposes mentioned in the Order granted in the case (see Judgment Roll No. 2010-CP-32-00669) (**A MORTGAGE FORECLOSURE ACTION-TRANSFERRING REALTY**)

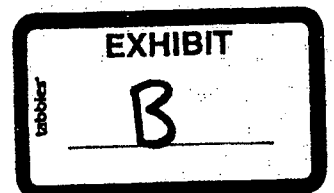
WHEREAS, the Special Referee is aware that after the foreclosure action was filed on February 16, 2010, the Defendant transferred the property to Carla R. Marshall as Trustee of the Heart to Heart Trust, by deed recorded on September 30, 2011, in Book 15084 at Page 107 in the Office of the Register of Deeds for Lexington County. The Special Referee notes that such deed is subject to the lien of Plaintiff's mortgage recorded in Book 9298 at Page 295 recorded on May 28, 2004, and subsequently re-recorded on June 8, 2004 in Book 9324 at Page 237 in the Office of the Register of Deeds for Lexington County.

NOW THEREFORE KNOW ALL MEN, That I, the undersigned, as Special Referee for Lexington County, pursuant to the foregoing and in consideration of the sum of **Sixty Thousand and 00/100 (\$600,000.00) Dollars**, as paid by the Secretary of Veterans Affairs, an Officer of the United States ("Grantee"), the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant and release the following property unto the grantee,

Grantee's Address: Secretary of Veterans Affairs, an Officer of the United States
Department of Veterans Affairs
PO Box 100023
Decatur, Georgia 30031-7023



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LEGAL DESCRIPTION:

Address: 232 Edinfield Court, Gaston, South Carolina, 29053

All that certain piece, parcel or lot of land, with the improvements thereon, situate, lying and being in the County of Lexington, State of South Carolina, being shown and designated as Lot 75 Heather Hill, Phase II-B (formerly Heatherwood, Phase IIB) on a plat prepared for McLeod Development, LLC by AccuPoint Surveying, P.A., dated March 3, 2003 and recorded in the ROD Office for Lexington County in Plat Book 8221 at Page 134; said plat being incorporated by reference and made a part of this description and said lot having such boundaries and measurements as shown thereon, all being a little more or less.

This being the same property conveyed to Demetric Hayes by deed from Mark Homebuilders, Inc., dated 05/27/2004 and recorded 05/28/2004 in deed book 9298 Page 293 in the Office of the Register of Deeds for the county of Lexington South Carolina.

TMS No. 009024-01-091

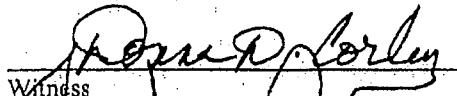
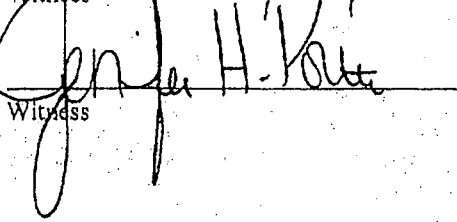
This property was sold subject to any past due or accruing property taxes, assessments, existing easements, restrictions of record and any other senior encumbrances.

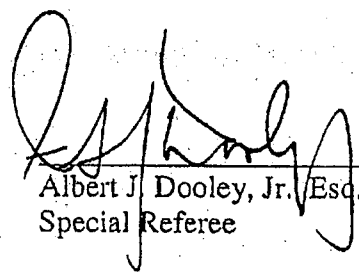
TOGETHER with all and singular the hereditaments, rights, members and appurtenances whatsoever to the said property belonging or in any wise incident or appertaining, and the reversions and remainders, rents, issues, and profits thereof, and also any estate, right, title, interest, dower, possession, benefit, claim or demand therein whatsoever of all parties to the said suit and of all other person who might rightfully claim the same or any part thereof, by, from, or under them, or either of them;


TO HAVE AND TO HOLD the said property, with its hereditaments, privileges and appurtenances, unto the said grantee, its successors and assigns for their own use, benefit, and behoof, forever.

IN WITNESS WHEREOF, I, the said Special Referee under and by virtue of the said Order, have hereunto set my Hand and Seal at Lexington, South Carolina this 10th day of November, 2015.

SIGNED, SEALED AND DELIVERED)
IN THE Presence of:)

Witness

Witness



Albert J. Dooley, Jr. Esq.
Special Referee

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STATE OF SOUTH CAROLINA)
COUNTY OF LEXINGTON)

I, Jennifer H. Porter, do hereby certify that Albert J. Dooley, Jr., as Special Referee for Lexington County, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 10th day of November, 2015.

Jennifer H. Porter
Notary Public of South Carolina
My commission expires: 1-8-17

INDEX

Grantor(s): Albert J. Dooley, Jr., Esq., Special Referee
Demetric Hayes
Grantee: Secretary of Veterans Affairs, an Officer of the United States

After recording return to:
Haynsworth Sinkler Boyd, P.A. (HSB #09150.0378)
PO Box 11889
Columbia SC 29211-1889



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EXHIBIT A

(iii) If a minimum amount has been specified by the Secretary, the Secretary's liability under loan guaranty shall be the total indebtedness less the amount credited to the indebtedness under paragraph (a)(1)(ii) of this section, not to exceed the Secretary's maximum liability as computed under 36.4321 of this part.

(2) If the net value of the real property securing a guaranteed or insured loan does not exceed the unguaranteed portion of the indebtedness:

(i) The Secretary shall notify the holder that no minimum amount will be specified for credit to the indebtedness on account of the value of the security to be sold;

(ii) The Secretary may not accept conveyance or transfer of the property;

(iii) The holder shall credit against the indebtedness the net proceeds of the sale, and the Secretary's liability under loan guaranty shall be limited to the total indebtedness less the amount credited to the indebtedness not to exceed the Secretary's maximum liability as computed under 36.4321 of this part; and

(iv) The liability of the Secretary shall not be subject to adjustment by reason of any subsequent disposition of the property by the holder.

(3) If a minimum bid is required under applicable State law, or decree of foreclosure or order of sale, or other lawful order or decree, and:

(i) Such minimum bid exceeds an amount which has been specified by the Secretary under paragraph (a)(1) of this section; and

(ii) The holder acquires the property at the liquidation sale for an amount not exceeding the amount legally required; the holder may elect to convey the property to the Secretary pursuant to paragraph (a)(1)(ii)(A) of this section. The amount bid at the sale or the total indebtedness, whichever is less, shall govern instead of the specified amount and for the purpose of determining the Secretary's liability under loan guaranty.

(Authority: 38 U.S.C. 1832)

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(b) The holder should not carry out a liquidation sale until the Secretary has furnished the notice required under paragraph (a) of this section. In the event the holder carries out a liquidation sale prior to receiving such notice, the holder shall credit against the indebtedness the greater of:

(1) The net proceeds of the sale; or

(2) The amount of the indebtedness or the net value of the property, whichever is less.

The provisions of paragraph (a)(1)(ii)(A) of this section, which extends to the holder the option of conveying or transferring the property to the Secretary, shall not be applicable, and the Secretary's liability under the

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(b) A claim for the guaranty, or the notice prescribed in 36.4317 may be submitted prior to the time prescribed in paragraph (a) of this section in any case where any material prejudice to the rights of the holder or to the Secretary or hazard to the security warrants more prompt action.

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(c) A claim for the guaranty must include a copy(ies) of a current credit report(s) on the debtor(s).

(Authority: 38 U.S.C. 1832)

(Information collection requirements contained in paragraph (c) were approved by the Office of Management and Budget under control number 2500-0480.)

36.4317 NOTICE OF INTENTION TO FORECLOSE

(See also 36.4319.) Except upon the express waiver of the Secretary, a holder shall not begin proceedings in court or give notice of sale under power of sale, other otherwise take steps to terminate the debtor's rights in the security until the expiration of 30 days after delivery by registered mail to the Secretary of a notice of intention to take such action: Provided, That (a) immediate action may be taken if the property to be affected thereby has been abandoned by the debtor, or has been or may be otherwise subjected to extraordinary waste or hazard, or if there exist conditions justifying the appointment of a receiver for the property (without reference to any contractual provisions for such appointment), and (b) any right of a holder to repossess personal property may be exercised without prior notice to the Secretary; but notice of any such action taken shall be given by registered mail to the Secretary within 10 days thereafter.

36.4318 REFUNDING OF LOANS IN DEFAULT

(a) Upon receiving a notice of default or a claim for a guaranty or a notice under 36.4317, the Secretary may within 30 days thereafter require the holder upon penalty of otherwise losing the guaranty or insurance to transfer and assign the loan and the security therefor to the Secretary or to another designated by the Secretary upon receipt of payment in full of the balance of the indebtedness remaining unpaid to the date of such assignment. Such assignment may be made without recourse but the transferor shall not thereby be relieved from the provisions of 36.4325.

(b) If the obligation is assigned or transferred to a third party pursuant to paragraph (a) of this section, the Secretary may continue in effect the guaranty or insurance issued with respect to the previous loan in such manner as to cover the assignee or transferee.

36.4319 LEGAL PROCEEDINGS

(a) When the holder institutes suit or otherwise becomes a party in any legal or equitable proceeding brought on or in connection with the guaranteed or insured indebtedness, or involving title to, or other lien on, the security, such holder, within the time that would be required if the Secretary were a party to the proceeding, shall deliver to the Secretary, by mail or otherwise, by making such delivery to the Loan Guaranty Officer, at the office

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which granted

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the guaranty or the insurance, or other office to which the holder has been notified the file is transferred, a copy of every procedural paper filed on behalf of holder, and shall also so deliver, as promptly as possible, a copy of each similar pleading served on holder or filed in the cause by any other party thereto. Notice of, or motion for, continuance and orders thereon are excepted from the foregoing.

(b) A copy of a notice of sale shall be similarly delivered by the holder, or the holder's agent or trustee, to the Secretary at the VA Regional Office of jurisdiction at least 30 days prior to the scheduled liquidation sale, or within 5 days after the date of first publication of the notice, whichever is later. A copy of any other notice of sale or acquisition of the property served on the holder or advice of any sale of which the holder has knowledge shall be similarly delivered to the Secretary, including any such notice of a tax sale or other superior lien or judicial sale. Such notice shall be accompanied by a statement of the account indebtedness and a copy of the liquidation appraisal request, if not previously delivered.

(Authority: 38 U.S.C. 1832)

(c) The procedure prescribed in paragraph (a) and (b) of this section shall not be applicable in any proceeding to which the Secretary is a party, after the Secretary's appearance shall have been entered therein by a duly authorized attorney.

(d) In any legal or equitable proceeding (including probate and bankruptcy proceedings) to which the Secretary is a party, original process and any other process prior to appearance, proper to be served on the Secretary, shall be delivered to the Loan Guaranty Officer of the regional office of the VA having jurisdiction of the area in which the court is situated. Within the time required by applicable law, or rule of court, the Secretary will cause appropriate special or general appearance to be entered in the case by an authorized attorney.

(Authority: 38 U.S.C. 1832)

(e) After appearance of the Secretary by attorney all process and notice otherwise proper to serve on the Secretary before or after judgment, if served on the attorney of record, shall have the same effect as if the Secretary were personally served within the jurisdiction of the court.

(Authority: 38 U.S.C. 1832)

(f) If following a default, the holder does not bring appropriate action within 30 days after requested in writing by the Secretary to do so, or does not prosecute such action with reasonable diligence, the Secretary may at the Secretary's option fix a date beyond which no further charges may be included in the computation of the indebtedness for the purposes of accounting

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between the holder and the Secretary. The Secretary may also intervene in, or begin and prosecute to completion any action or proceeding, in the Secretary's

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name or in the name of the holder, which the Secretary deems necessary or appropriate. The Secretary shall pay, in advance if necessary, any court costs or other expenses incurred by the Secretary or properly taxed against the Secretary in any such action to which the Secretary is a party, but may charge the same, and also a reasonable amount for legal services, against the guaranteed or insured indebtedness, or the proceeds of the sale of the security to the same extent as the holder (see 36.4313 of this part), or otherwise collect from the holder any such expenses incurred by the Secretary because of the neglect or failure of the holder to take or complete proper action. The rights and remedies herein reserved are without prejudice to any other rights, remedies, or defenses, in law or in equity, available to the Secretary.

(Authority: 38 U.S.C. 4832)

36.4320 SALE OF SECURITY

(a) Upon receipt by the Secretary of notice of a liquidation sale of any security for a guaranteed or insured loan, the Secretary shall determine the net value of the security and shall notify the holder of the net value and of the regulatory provision which will govern the disposition of the security.

(1) If the net value of the real property securing a guaranteed or insured loan exceeds the unguaranteed portion of the indebtedness, the Secretary shall specify in advance of the liquidation sale the minimum amount which shall be credited to the indebtedness of the borrower on account of the value of the security to be sold, subject to the following:

(i) The specified amount in such cases shall be the lesser of the net value of the property or the total indebtedness,

(ii) If a minimum amount for credit to the indebtedness has been specified in relation to a liquidation sale of real property, and:

(A) The holder acquires the property, or the rights to the property, at the sale for an amount not in excess of such specified amount, the holder shall credit to the indebtedness the amount specified. The holder then may retain the property or, not later than 15 days after the date of sale, advise the Secretary of the holder's election to convey or transfer the property, or the rights to the property, to the Secretary;

(B) The holder acquires the property, or the rights to the property, at the liquidation sale for an amount in excess of the specified amount, the indebtedness shall be credited with the proceeds of the sale. The holder shall not have the option to convey the property to the Secretary unless a bid in excess of the specified amount was made pursuant to paragraph (a)(3) of this section;

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(C) A third party acquires the property, or the rights to the property, at the liquidation sale for an amount equal to or in excess of that specified, the holder shall credit to the indebtedness the net proceeds of the sale;

(D) A third party acquires the property, or the rights to the property, at the liquidation sale for an amount less than that specified, the holder shall credit to the indebtedness the amount specified.

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Demetric:- Hayes
c/o 232 EdinField Ct
Gaston, South Carolina [29053]
non-domestic, without the United States

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2010 JUL 29

Termination and Re-Appointment of Trustee

By Affidavit

Be it known by these words that **Demetric:-Hayes** being of age and competent to testify, having firsthand knowledge of the facts contained herein, does hereby depose and say, to wit:

Demetric:-Hayes is the Trustors/Settlers of the **DEMETRIC:-HAYES Trust**; the Originators of the funds that provided 100% of the valuable consideration for the creation of the Trusts, and Principals in this matter.

It has been established in fact that the present Trustee is in Breach of their fiduciary duty, operating in bad faith, with unclean hands and in violation of Public Policy and the terms and conditions of said Trusts. Trustee's actions are a tort against the Principals.

I, **Demetric:-Hayes** do hereby and now terminate any/all past and present Trustee(s), terminating and rescinding all rights, power and authority associated therewith. Any/all past and present Trustee(s), having been officially terminated, shall immediately cease and desist any and all actions on behalf of said Trusts.

I, **Demetric:-Hayes** do hereby nominate and appoint **Carla-R:Marshall**, c/o 1438 South church Street, Rocky Mount, North Carolina [27803] as Trustee in fact for **DEMETRIC:-HAYES**. This appointment shall be effective immediately upon execution of this document and shall remain in force until such time as said Trusts has been settled and dissolved, or until such time as the Trustors shall appoint a replacement Trustee.

Trustee shall operate in good faith and with clean hands at all times; shall be in compliance with the prevailing law and shall fully and faithfully execute his fiduciary duty in the best interest of the Beneficiary. Trustee shall have all the rights, power and authority to effectively carry out his duties and to compel performance to bring about full settlement of the Trust and make the return of the property to the Principle. Trustee shall be in compliance with all revenue codes and statutes, filing all tax forms as required. Trustee shall have full and open access to all documents and accounting records of the Trusts.

Executed this 27 day of July, 2010.

By *Demetric Hayes*
Demetric:-Hayes- Trustor

On the 27 day of July, 2010, a man appeared before me, a Notary Public, identified themselves as **Demetric:-Hayes** affirmed upon their own unlimited commercial liability that they has read the foregoing and knows it to be the truth, the whole truth and nothing but the truth, so help them God.

Amanda Glenick
Notary signature

My Commission Expires June 2, 2015

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FILED
2010 JUL 29 A 8:58

Northeastern North Carolina Committee on the Affairs of Black People, Inc. (NCCABP)
1438 South Church Street Rocky Mount, North Carolina [27803]
non-domestic without the UNITED STATES

Carla-R:Marshall Trustee in fact for Demetric Hayes Representing the Real Party In Interest
7010 0295 0007 0028 9777

Respondent

Master in Equity for Lexington County - James O. Spivey
The Court of Common Pleas
205 East Main Street
Lexington, SC 29072

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2010 JUL 29 A 8:58 AM

IN RE: DEMETRIC HAYES
DOCKET NO. 10-CP-32-00669

TRUSTEE NOTICE AND DETERMINATION
NOTICE OF FRAUD
CHARGING SHEET

I, Carla-R:Marshall, Post Master, am the duly appointed Trustee in fact for the trusts in the above referenced matter. Please see the Trustor's Affidavit of Termination and Re-Appointment of Trustee. As Trustee, I represent the Real Parties in Interest, a real living being and NOT a legal fiction 14th Amendment citizen.

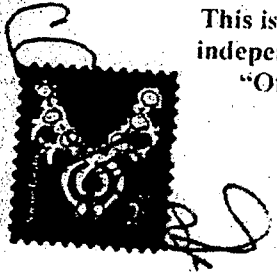
It has come to my attention that the previous Trustee was grossly incompetent or maliciously criminal in his/her operation of this account to the detriment of the Real Parties in Interest. As Trustee in fact I have a mandatory obligation to make the corrections and bring settlement in this matter.

I have chosen to present this 'Trustee Notice and Determination' under notary seal, via NCCABP, an independent third Party, for the purpose of certifying your receipt and acceptance of the presentment and/or of any objections and/or rebuttals you may wish to lodge in affidavit form, signed, sworn to and notarized.

This court and the Parties are operating under several assumptions and presumptions that have proven to be detrimental to the Real Parties In Interest and I have a mandatory obligation to make the corrections in this matter.

Certificate of Authenticity

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



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Northeastern North Carolina Committee on the Affairs of Black People, Inc. (NCCABP)
1438 South Church Street Rocky Mount, North Carolina (27803)
non-domestic without the UNITED STATES

Carla-R:Marshall Trustee in fact for Demetri Hayes Representing the Real Party In Interest

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2010 JUL 29 A 8:58

2010 JUL 29 A 8:42

This court is an administrative court who gains its authority under Title 5, the Administrative Procedures Act of 1946 and/or the Judiciary Act of 1789.

These Administrative courts were established for the purpose of being the watch dog over public offices so that if and when the American people had their private rights violated they could file a complaint without cost.

These administrative courts were designed to give the administrative court the power of legislation; the power of the executive branch of government; to give them judicial power and authority. These administrative courts were authorized to disregard laws, case cites, supreme court decisions, statutes, codes, rules, regulations and to change policy. The establishment of these administrative courts effectively created a fourth branch of government at the request of the BAR Association.

BUT, this system was designed for use **BY** the American people, **NOT AGAINST** the American people. These administrative courts have jurisdiction **ONLY** over administrative agencies and **NOT** over the American people and were established as a vehicle for use by the American people to lodge and adjudicate a grievance against any administrative agency and gave this administrative court the power and authority to make the corrections without the lengthy process of introducing and passing legislation. Charges can only be levied **AGAINST** an administrative agency **BY THE AMERICAN PEOPLE** and cannot be used against the American people. The people are **ALWAYS** the Plaintiff in these Administrative courts except when these courts are used to perpetrate a fraud against the American People.

Congress, under 49 Statute 3097 Treaty Series 881 Conventions and Duties and Rights of the States, placed all states under international law, making all courts, International courts. The International Organization Immunities Act 1945 placed all courts under the jurisdiction of the United Nations under Title 22 CFR Foreign Relations with Oaths of Office under section 92.12 and 92.31. Under Title 8 USC 1481 you voluntarily forfeit your citizenship when you take the Oath of Office in these administrative courts, and establishes you as a foreign agent required to register as a foreign agent doing business in the state.

Certificate of Authenticity

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

Northeastern North Carolina Committee on the Affairs of Black People, Inc. (NCCABP)
1438 South Church Street Rocky Mount, North Carolina [27803]

non-domestic without the UNITED STATES

Carla-R:Marshall Trustee in fact for Demetric Hayes Representing the Real Party In Interest

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ALOCK IN
ERROR

2010 JUL 29 A 8:58 2010 JUL 29

These administrative courts, who gain their authority under Title 5 were designed to make the corrections within public offices, to make them more efficient and to hold agencies, and officers thereof, accountable for their actions. In these administrative courts only the American people can bring the charges for the corrections and the American people are ALWAYS the Plaintiff/ harmed Parties. These courts have NO JURISDICTION over the people. No agency has the authority to bring charges against the American people or their private rights and property in an administrative court under the Administrative Procedures Act.

DEMETRIC HAYES is NOT an administrative agency, but, is the private property of the Real Parties In Interest, established by the state to facilitate the flow of credit to the legal fiction corporation styled as the UNITED STATES and/or any of its FRANCHISED STATES, CITIES and COUNTIES and is exempt from levy as it is a prepaid account.

The Plaintiff in this matter is an administrative agency under the Administrative Procedures Act having fraudulently created a fictitious Real Parties In Interest to initiate this action against the private properties of the Real Parties In Interest, a real, living American being. The alleged Plaintiff is using this administrative court, either knowingly or otherwise, and employing terrorist tactics, to extort funds from the Real Parties In Interest. The alleged Plaintiff is fraudulently attempting to obtain an ex post facto lien right against the private property of a private American for the purpose of holding said private property hostage, as surety, to create and fund counterfeit securities for their own unjust enrichment. The alleged Plaintiff is fraudulently using this court to pillage and plunder the private property of the American people.

This court's actions from this point forward will determine if this fraudulent activity is being done with or without the knowledge and/or cooperation of this administrative court.

I hereby NOTICE this administrative court of the fraud and tender this charging document for immediate prosecution. As Trustee I am here to prosecute this action against the Administrative Agency in this administrative court. This is a fraudulent matter

Certificate of Authenticity

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

Northeastern North Carolina Committee on the Affairs of Black People, Inc. (NCCABP)
1438 South Church Street Rocky Mount, North Carolina [27803]
non-domestic without the UNITED STATES

Carla-R:Marshall Trustee in fact for Demetric Hayes Representing the Real Party In Interest
and this administrative court has a mandatory obligation to open this action and make
the corrections.

FILED

Your failure to make the corrections shall establish the evidence of your
accessory to the fraud, bankruptcy fraud, mail fraud, securities fraud, theft, etc. The
notaries at NCCABP will certify your corrections in this matter or your complicity in this
matter.

2010 JUL 29 8:58
RIGG
COURT

In the event that you should fail to make the corrections, or, if you should take
any overt steps in the furtherance of the fraud, the notary public shall issue the
certification and file the complaint with the Postal Inspector, the U.S. Trustee at the
D.O.J. and the S.E.C. with a demand for them to bring the charges with the Postmaster
General as compliance and enforcement. In the event that the Postmaster General is
unable to provide remedy in this matter the Universal Postal Union shall be brought in to
provide remedy. I demand immediate remedy in this matter.

Executed this 27th day of July, 2010. by [Signature]
Carla-R:Marshall Trustee in Fact

On the 27th day of July, 2010 a man known to me to be
Carla R Marshall, attested under his own unlimited commercial
liability that the foregoing is true, correct, complete and not misleading to the best
of his present knowledge and belief, and affixed his signature hereto.

[Signature]
Notary signature
My commission expires on September 11, 2010

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