

**AFFIDAVIT OF FACT
NOTICE OF NON-RESPONSE**

April 9, 2018

WALKER, RONNELL DEMAR / RONNELL DEMAR WALKER Estate
c/o: 312 Eastover Circle
Summerville, SC [29483]

April 9, 2018

Erica Greer Lybrand
Rogers Townsend Attorney at Law
1221 Main Street, 14th Floor
Columbia, SC 29201

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APR 11 2018
SC Court of Appeals

NOTICE OF NON-RESPONSE

Notice to Agent is Notice to Principal – Notice to Principal is Notice to Agent

Ref: Affidavit of Fact Notice of Adverse Claim and Recension of Signature

Dear Ms. Lybrand,

I, Ronnell Demar Bey, do declare the following to be true and correct to the best of my knowledge.

This is a legal notice. Please read it carefully as it means what it says. If you fail to comply with this notice, then you will be deemed to be in agreement to my fee schedule outlined below. Do not ignore it.

I wish to deal with this matter in honor. This is a Notice of Non-Response informing you that you are in dishonor. This notice is in reference to Affidavit of Fact Notice of Adverse Claim and Recension of Signature sent via recorded delivery to you, dated March 7, 2018. You were advised via Notice of Adverse Claim and Recension of Signature: 1. to remove my signature from the note, 2. I also claim all rights to any profits or benefits generated by the surety instruments upon which my signature was placed.

You were requested to send certain documentation so as to validate and verify your claims against my person and have failed to do so. To date you have failed to adequately respond or

have ignored the contents of that notice which has left me with the assumption that you do not have any valid claim against my person and that there is no debt lawfully owed by me.

The mortgage is a separate contract from the loan and only gives the bank the authority to trade the mortgage. As soon as the convert the mortgage into a security it becomes under the state's Blue Sky Laws... If there is no consideration in value the contract is void. So the estate must be compensated for the mortgage being converted into a security. If not compensated it would be security fraud. My [signature] credit not the house got the alleged Loan.

I wish however to offer you another opportunity to substantiate your claims by forwarding the following documentation:

Proof that you still hold the original instrument of indebtedness.

Validation of the debt and proof that "Debt Collection Agency" (or any of its affiliated agents, parent companies, proxies, etc) actually suffered a loss (Copy of the actual accounting).

Proof of your claim against me in the form of a sworn affidavit; or an original and valid bill, with the words "Bill"/"Invoice" and "Value" on the face of it, complete with signature.

Copies of any bi-lateral or tri-lateral contracts which create obligations on each party to perform, evidenced as such by signatures binding the parties in agreement, INCLUDING any delegated Instrument of Novation, signed and sealed in a tripartite contract.

An Equitable Deed of Assignment (not a notice of assignment – two very different legal documents) should be made available to validate your claims. This should be executed as a Deed, granted by the grantor or original creditor and indorsed by instrumentary witnesses in solemn form.

It may be wise to take note that the following are the terms of a lawful contract:

Full disclosure.

Equal consideration.

Lawful terms and conditions.

Signatures of the Parties/Meeting of the Minds (corporations cannot sign because they have no right, or mind, to contract as they are legal fictions).

In the previous notice served upon you I stated:

Should you not be in receipt of any of the aforementioned documents, then you are party to a fraudulent act, therefore I reserve the right to seek full recourse through the courts of law

As you have so far failed to substantiate your alleged claim I now also request the following information:

Registration details with The Financial Conduct Authority
Registration details with The Information Commissioners Office
Your Consumer Credit License number
Your Public Liability Insurance details

It is also my understanding that the liability presented to me is in fact an offer of a contract which I have a lawful right to decline as a contract cannot be enforced under protest and duress and against my will.

I demand that all of the above conditions be met and presented in Affidavit format sworn under oath or attestation, under penalty of perjury and upon your full commercial liability. Due to the urgency and seriousness of this allegation, I will give you further fourteen (14) days to respond. If I do not receive such a response conforming to the above criteria within fourteen (14) days of the date of this letter, it will be deemed a tacit agreement by your acquiescence that the debt is null and void and non-existent and that permanent lawful estoppel will have been gained.

It is expected that as you are making this claim that you should have done all due diligence prior starting to pursue your demands and therefore should have all the lawfully required documentation to hand already.

Your failure to provide Proof of Claim in the form of the above reasonably requested specific items will comprise the tacit procurement of Debt Collection Agency's agreement to the following terms and conditions.

Debt Collection Agency is a third party interloper with no first-hand knowledge of the facts of the matter.

Debt Collection Agency (or any of its affiliated agents, parent companies, proxies, etc) does not have the legal right or lawful authority to attempt to enforce collection of the invalid claim and will not attempt to do so in the future.

Debt Collection Agency (or any of its affiliated agents, parent companies, proxies, etc) has no authority to adversely affect the credit rating of RONNELL DEMAR WALKER [estate] and that any negative remarks made to any credit reference agency will be removed.

Debt Collection Agency (or any of its affiliated agents, parent companies, proxies, etc) does not have the legal right and lawful authority to sell the alleged liability, pass it back to its client and/or appoint an agent to act on its behalf in this matter.

CEASE AND DESIST

I remind you of my request that all further communications be made in writing only therefore you are hereby served notice as of April 9, 2018, under the Protection from Harassment Act 1997 to Cease and Desist any door-step visits, calls and texts to the addressee. Furthermore, you are to

Cease & Desist in any attempt to contact the family, friends, neighbors, employers or any persons associated with the account holder in regards to this matter.

Any further unauthorized communication (text, calls or door-step visits) from Debt Collection Agency, (or any of its affiliated agents, parent companies, proxies, etc.) to the above mentioned address answered or not will incur administration fees as outlined in the schedule below.

Should you now fail to comply with this notice I will report you to both Trading Standards and The Financial Conduct Authority. Take further note that continued telephone calls after the receipt of a request not to call may constitute a criminal offence under Section 127 of the Communications Act 2003.

NOTICE TO AGENT IS NOTICE TO PRINCIPAL AN NOTICE TO PRINCIPAL IS NOTICE TO AGENT

FEE SCHEDULE

Any invalid claims against RONNELL DEMAR WALKER [estate] and/or attempting to contact the Executor Office Occupant by Power of Attorney Ronnell Demar Bey by mail, mobile phone and/or telephone will constitute the agreement of Debt Collection Agency to the following Fee Schedule:

\$1,000.00 per invalid claim in writing, nunc pro tunc,
\$50.00 per letter and/or notice sent by recorded mail, nunc pro tunc,
\$200.0 per hour or portion thereof, of the Authorised Representative's time, nunc pro tunc,
\$50.00 per attempt to contact by telephone and/or mobile phone, nunc pro tunc.
\$200.00 per unauthorized door-step visit, nunc pro tunc.

All fees are payable in Twenty One (21) days of date of invoice is received, as evidenced by recorded delivery tracking number.

Without malice or mischief, in sincerity and honor

Yours sincerely



By:

WALKER, RONNELL DEMAR / RONNELL DEMAR WALKER ,ESTATE
Executor Office Occupant by Power of Attorney Ronnell Demar Bey
Autochthous American Aborigine
No assured value, No liability. Errors & Omissions Excepted. All Rights Reserved.

WITHOUT RECOURSE – NON-ASSUMPSIT
Calls maybe recorded

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM BERKELY COUNTY
Court of Common Pleas

Dale Van Slambrook, Master In Equity

Case No. 2015-CP-08-00965
Appellate Case No. 2016-002234

PrimeLending, A
PlainsCapital Company

Respondent,

v.

Ronnell Demar Walker a/k/a
Ronnell D. Walker; and South
Pointe Homeowners
Association, Defendants, Of
whom Ronnell Demar Walker
a/k/a Ronnell D. Walker is the
Appellant

Appellant.

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PROOF OF SERVICE

I certify that I have served the **AFFIDAVIT OF NON-RESPONSE** by depositing a copy of it in the United States Mail, postage prepaid, on April 9, 2018, addressed to The Honorable Jenny Abbott Kitchings, Clerk of Court, South Carolina Court of Appeals at 1220 Senate Street Columbia, South Carolina 29201.

I certify that I have served the **AFFIDAVIT OF NON-RESPONSE** by depositing a copy of it in the United States Mail, postage prepaid, on April 9, 2018, addressed to Eric G. Lybrand, Rogers Townsend Attorney at Law at 1221 Main Street 14th Floor Columbia, SC 29201.

I certify that I have served the **AFFIDAVIT OF NON-RESPONSE** by depositing a copy of it in the United States Mail, postage prepaid, on April 9, 2018, addressed to Nikole Haltiwanger, Rogers Townsend Attorney at Law at 220 Executive Center Drive Columbia, SC 29201.

I Am: Ronnell Demar Walker
Authorized Representative
Natural Person, In Propria Persona: Sui Juris
Ex Relatione RONNELL DEMAR WALKER
All Rights Reserved:
U.C.C. 1-207/ 1-308; U.C.C. 1-103
Tunis Territory
C/o 412 Eastover Circle
Summerville, SC [29483]
Non-Domestic, Non-Resident

April 9, 2018

The Honorable Jenny Abbott Kitchings
Clerk, South Carolina Court of Appeals
1220 Senate Street
Columbia, South Carolina 29201

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RE: PrimeLending, A PlainsCapital Company, V. Ronnell Demar Walker a/k/a
Ronnell D. Walker; and South Pointe Homeowners Association, Defendants, Of
whom Ronnell Demar Walker a/k/a Ronnell D. Walker is the Appellant, Case No.
2015-CP-08-00965, Appellate Case No. 2016-002234

Dear Ms. Kitchings:

Please find enclosed Affidavit of Non-Response and Proof of Service, for the
above referenced matter.

I Am: Ronnell Demar Walker
Authorized Representative
Natural Person, In Propria Persona:
Ex Relatione RONNELL DEMAR WALKER
All Rights Reserved:
U.C.C. 1-207/ 1-308; U.C.C. 1-103
Tunis Territory
C/o 412 Eastover Circle
Summerville, SC [29483]
Non-Domestic

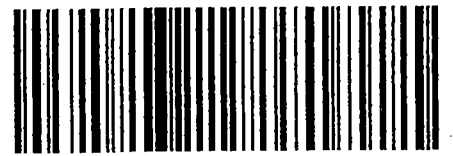
Enclosures

cc:
Erica Greer Lybrand
Rogers Townsend Attorney at Law
1221 Main Street, 14th Floor
Columbia, SC 29201

Nikole Deanna Haltiwanger
ROGERS TOWNSEND & THOMAS, PC
220 Executive Center Drive
Columbia, SC 29201
(803)744-4444

Rennell Denny Bay
C/O 412 Eastover Circle
Summerville, SC [29483]

CERTIFIED MAIL



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29201

U.S. POSTAGE
PAID
SUMMERVILLE, S
29485
APR 09, 18
AMOUNT
\$7.41
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The Honorable Jenny A. Kitching's
Clerk, SC Court of Appeals
1220 Senate Street
Columbia, SC 29201

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