THE STATE OF SOUTH CAROLINA

IN THE COURT OF APPEALS

APPEAL FROM AIKEN COUNTY

Master -in- Equity; Judge Anderson M. Griffith

Case No. 2015-02-CP-00578

Appellant Case 2018-00798

RECEIVED
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SC Court of Appeals

U.S. Bank,

Respondent's

v.

Anthony J. West, and Janet L. West,

Appellant's

INITIAL BRIEF OF THE APPELLANT'S

Mr. Anthony J. West; a/k/a Jerry West,
and
Mrs. Janet L. West; f/k/a Janet L. Cox
39 Pride Avenue, Graniteville, S.C. 29829-3905
(803) 391-8850
Pro Se Defendant Litigants – March 2015 till Present

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Plaintiffs council Scott and Corley, P.A. informed Defendants through telephone conversation the following: "You were to to comply with the Summons."
"We do not want to go to court, this needs to stay out of court." The beneficiary of trust is Chase. What Trust? Our clients are not participating with discoveries or Administrative Order for an Intervention.

THE MASTER IN EQUITY COURT ERRED BY NOT CONSIDERING DEFENDANTS PREPONDENCE OF EVIDENCE, ORALLY AND DOCUMENTED AGAINST RESPONDENTS CLAIMS OF LEGAL FORECLOSURE.

MANY OF PLAINTIFFS COUCILS Scott and Corley, P.A. HAS NOT FILED TO BE REMOVED FOR APPREANCE, OR LEFT THE FIRM. Why? AS CHASE IS NOT A PLAINTIFF IN THIS CASE, HOWEVER, ASSIGNMENT OF MORTGAGE WAS INFACT FABRICATED BY JP MORGAN CHASE JUNE 2014 AND RECORDED JULY 11, 2014 C/O NATIONWIDE TITLE CLEARING, LLC. NOTARY FROM A DIFFERENT STATE: LOUISIANA

JUDGE GRIFFITH REFUSED DEFENDANTS MOTION TO ORDER RESPONDENT'S TO PRODUCE. August 31, 2017 PURSUANT RULE 33 AND RULE 34, ONLY ALLOWING A NOTE.

JUDGE GRIFFITH COURT PROCEEDINGS WERE FLAWED. PLAINTIFFS NOR DEFENDANTS WERE SWORN IN, AS IF JUST A FORMALITY.

Attorney Raymond Dufour Affidavit was discovered in documents received before court hearing February 01, 2018, so, therefore Defendants Subpoena and notified the Plaintiffs Council by email. Dufour supplied a trust check payable to SRPFU $58,???.??

TRANSCRIPT

No transcript: June 13, 2016 Judge Early, Judge Griffith: August 31, 2017, CD given.

Transcript February 01, 2018 ....Argued issues, inaccurate

pg. 6, Lines 1-2, 14
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pg. 10, lines 18,21
pg 11, lines 3,4,10, 11,13-18
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pg. 55, lines 1-25
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pg. 57, lines 1-10, 11-25
pg. 59, lines 6-12

pg. 65, lines 1-8
pg. 65 incorrect date

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OTHER AUTHORITIES

RULES

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12 U.S.C. Section 2601, et.seq Act of 1974
12 U.S.C. Section 1841, et.seq (Bank Holding Company Act of 1995)
12 U.S.C.§ 2062 (3) and 24 C.F.R. part 3500.2 (d)
15 U.S.C. §45(a) (1)- Violations FTC Act
15 U.S.C. Section 1601 et.seq.
15 U.S.C. 1692(a)(5) (6)
15 U.S.C. 1692 (e) (5)
15 U.S.C. (x) Chapter 41
18 U.S.C. § 1341 (1) (2) Frauds and Swindles
18 U.S.C. §1344- Bank Fraud
18 U.S.C. §1348- Securities and commodities Fraud (2)
18 U.S.C. §1349- Attempt and Conspiracy

US Supreme Court in 1872 Carpenter v. Logan 83 US. 271, 274
Truth in Lending 12 CFR 1026.36 (a)
Fraud Enforcement and Recovery Act of 2009
FERA Pub. L. 111-21 123 Stat. 1617 S. 386 Public Law in US was enacted Section 3 Dept. of Justice
US Department of Hud, Secret Service, Security Exchange Commission

STATEMENTS TO REVIEW

1. Did the broker and closing attorney, plaintiffs, Chase make present or use a document with knowledge that the document was a fraudlent lein or claim against real property? Or an interest in real property?

2. Was the Plaintiffs/Defendants unjustly enriched by Aames, Aurora, Ocwen, Broker, Closing Attorney Dufour, plaintiffs?

3. How much money has Aames, Broker, Closing Attorney Dufour, Chase, Aurora, US Bank received and by whom?

4. Did the Plaintiffs, it's Council, Aames, Aurora, Ocwen, Chase violate the Pooling and Service Agreement?

5. Was Aames licensed to conduct buisness in South Carolina during 2003 or 2004 from the address on documents in this case?

6. Were Broker and Closing Attorney Raymond Dufour Deceitful for profits?

7. Did Defendants have an escrow at commencement?

8. Was the precentage 7.98% or 8.457% with Aames?

9. Was Raymond Dufour an investor with Investors Title Insurance Company M-A 154617 a Stock Company, Chapel Hill, North Carolina?

STATEMENT OF ISSUES OF APPEAL

(1) Did Allege Plaintiffs, it's council, predecessors aid or abet this foreclosure action to continue to conceal the true illegal, violations, Rules, Statues, duties for profits?.

(2) Did Judge Griffith ignore Defendants Answers and Amended Answers with exhibits filed May 01, 2015 and January 31, 2017?

(3) Did Judge Griffith show overly kindness towards Attorney Raymond Dufour SC Bar court hearing February 01, 2018?

(4) Why were the Plaintiffs reluctant to comply with due process of law?

(5) Is the transcript of the court reported with Creel Court Reporting on February 01, 2018 written truly in it's entirely?

(6) Was the Assignment of Mortgage produced by Chase c/o Nationwide Title Clearing, LLC. located in Florida on June 2014 in order to defraud?

(7) Any legal reason the Appellants were not notified from Chase, the Assignment was recorded?

(8) Did Chase and predecessors defraud Defendants, other banks and servicers, and investors, regarding property located in Aiken County, S.C.?

(9) Did Plaintiffs prove an legitimate legal chain of titles or invested legal interest to Appellants residence in South Carolina?

(10) Did Aames of California or Florida have a license to conduct mortgage lending in South Carolina during 2003 and 2004?

(11) Did First Funding Mortgage broker Sam Cox misrepresent his duties for multiple profits to defraud?

STATEMENT OF ISSUES OF APPEAL

(12) Did Appellant's sign a mortgage and note on December 26, 2003?

(13) Are the mortgage and note separated?

(14) Was the mortgage of the allege plaintiffs; US Bank, secularized?

(15) Did Closing Attorney Raymond Dufour inform the Defendants. "We had to put a 2003 date on papers?"

(16) Did Appellant's have a choice or ample time to hire an closing attorney of our choosing?

(17) Did the Appellant's have the opportunity to rescind within three days of the signing of December 26, 2003 or January 01, 2004?

(18) We're The Closing attorney Dufour and Broker Sam Cox in the same room at signing of the mortgage and note?

(19) Was there a notary present, was the seal of the notary on the documents?

(20) Did the plaintiffs contradict themselves in writing of not knowing of Defendants Bankruptcy 2005?

(21) Why are many of the plaintiffs Council with Scott and Corley leaving their law firm

(22) Why are their new appearances from Nelson, Mullins, Riley, Scarborough Law Firm?

(23) Did Defendants contact Nelson, Mullins, Riley and Scarborough for representation, prior to their appearance in this case?

(24) Why hasn't Scott and Corley, P.A. Law Firm Attorney's Andrew Wilson, William Koehler, Norm Bradham, Tasha Thompson withdraw and/or notify the court to be relieved in this case?

STATEMENT OF ISSUES OF APPEAL

(25) Did Attorney Tasha Thompson inform me through email response to contact Ms. Nelson as the appearance in this case?

(26) Did Nationwide Title Clearing Company LLC of Florida, a third company hired by Chase actually perform the title search, etc. regarding the property in this case?

(27) Did Nationwide Title Clearing Company LLC of Florida aid and abet, Chase to seal the true matters regarding this case?

(28) Did The Closing Attorney Raymond Dufour truly research Defendants property?

(29) Did Closing Raymond Attorney pay all indicated on The U.S of Housing & Urban Settlement Sheet?

(30) Why is there two states Aames Home Loan of 8160 Baymeadows Way West, Suite 320 Jacksonville, Florida on the US HUD Settlement Sheet?

(31) Did Defendants not property communicate in writing Filed January 31, 2018 of our property was/is highly inflated appraisal?

(32) Is there or were there an legitimate legal chain of title?

(33) Did Appellants discover discrepancies under Qualified Written Request mailed certified years, months or days before this case Filed March 6, 2015? to Chase, LaSalle Bank, Aurora Bank, Ocwen

(34) Was/Is the mortgage and note listed with MERS, Fannie Mae, Freddie Mac?

(35) Is this case an Interstate violation?

(36) Who is the legitimate creditors, servicer, beneficiary of trust?

(37) Did the allege creditors fully comply with the provisions of Section 37-10-102?

STATEMENT OF ISSUES OF APPEAL

(38) Did the actions of the Respondents result in damages recoverable by the Appellant's?

(39) Were the Defendants afforded a meaning opportunity to have an attorney of their choice represent them in all matters of the transactions and issues in this case?

(40) Are the Attorney's in this case investors, and is there a conflict of interest with the parties involved in this case?

STATEMENT OF THE CASE

This case is an Appeal of The Master in Equity Judge M. Anderson Griffith order March 26, 2018. Granted Motion for Summary Judgment in favor of the Plaintiffs and for The Plaintiffs to schedule a hearing for the purpose of establishing the current debt and the sales date.

March 06, 2015 Respondents, it's Council Andrew Wilson SC Bar 72553 commenced a complaint for an Foreclosure on Defendants primary residence in South Carolina.

Appellants Anthony and Janet Wests' eighteen-year-old son

Wyatt was served by Respondents server ProVest LLC on March 17, 2015. Appellants filed an answer April 16, 2015 answering to the best of our knowledge and than emailed Respondents Senior Council Attorney Vance Brad ham for an extension to (re) answer. Approved. Appellants

Amended Answers with Exhibits May 01, 2015 presented prepreponderance of evidence of the many contradictions involving western union, chase letters, mortgage, note, broker, companies, multiple banks, Aurora Loan servicing, Ocwen, and others known but not listed.

United States Bankruptcy naming LaSalle Bank. (Who is LaSalle Bank?)

Respondents Attorney Vance Bradham emailed Appellant Janet on June 01, 2015 and stated "he is gathering the necessary documents and they will be provided once I have them."

September 14, 2015 Defendants filed First Set of Request For Production to Plaintiffs.

Appellants letter to be docket November 05, 2015 Respondents has not complied First Set of Request for Production, SC Rule 34.

Respondents, it's council Andrew Wilson letter June 10, 2016 stated; Appellants are not privy to any information, overly broad or to burdensome, objects, or objects for production of the pooling and service agreements on the grounds that it is not likely to lead to discovery or relevant, admissible evidence.

STATEMENT OF THE CASE

(Reminder 179 pages was hand delivered to Defendants on August 30, 2017.)

On June 13, 2016 Court presided by Judge Early, Appellants informed Clerk of Court Anita K." we were present" and was informed, we are not on the roster. So therefore, we stayed minutes and then left.

Judge Early Order June 13, 2016 stated: this comes to trail or hearing, Court advised case was in an intervention under Hamp and this case is dismissed w/o/p due to Hamp with leave to restore. (Defendants signed first page Administrative Order for Intervention.) Awaiting papers. Plaintiffs may be aware, they can not legally modifiy an invalid, nullified loan, lein.

May 23, 2017 Respondents Council attorney Tasha Thompson SC Bar 76415 Motion to restore, certificate of service,.

May 31, 2017 Respondents Council Tasha Thompson SC Bar 76415 Certificate of Service, Certificate of Exemption from Administrative Order 2011-05-02-01

May 31, 2017 Respondents Council Tasha Thompson SC Bar 76415 filing as of May 12, 2017 the mortgagors has failed, declined or voluntary elected not to participate in any foreclosure intervention process.

On June 30, 2017, Respondent Council William Stork SC Bar No. 10042 handed Appellants 179 pages First page dated June 16, 2016 Response to Defendants First Set of Request for productions signed by Respondents Council Attorney Andrew Sullivan SC Bar

June 30, 2017 Appellants affidavit on non Military Service. Answer of Certificate of Exemption from Administrative Order 2011-05-02-01. Alleged Mortgagee ignored, voluntary elected not to allow Defendants to Participate in any foreclosure Intervention process in this case, and

Defendants in fact signed single page to participate in Administrative Order 2011-05-02-11.

STATEMENT OF THE CASE

June 30, 2017 Hearing/Appellants filed for an Motion to compel with a hearing SC Pursuant SC Rule 33, and SC Rule 34 answer and re answer.

August 31, 2017 Hearing Judge Griffith court declined to continue, discrepancies of court proceedings. The Judge only approved to produce original note.

December 29, 2017 Plaintiffs Notice of motion for summary Judgment order pursuant Rule 56 William Stork SC Bar 10042.

December 29, 2017 Plaintiffs memorandum in support of summary judgment.

January 31, 2018 Defendants handwritten memorandum in opposition of an counterclaim for summary judgment, damages, court cost, fees, and denial of Plaintiffs claim of cost. (Exhibits attached Aiken County tax records 2003 1973 PEACHTREE appraised $2500.00 and 2003 .40 land appraised $1800.00. (Our home is a mobile home with additions.)

(Defendants error: Memorandum in **support** of a counterclaim for summary judgment, damages, court cost, fees, and denial of Plaintiffs claim of cost.)

February 01, 2018 court hearing, Judge Griffith was argumentative towards Defendant Janet, as I was very nervous with extreme aniexty, Judge upset me so, I cried and ask for a five minute break. showing Plaintiffs Attorney Stork evidence of illegal actions. Documents of deception contradictions and William Stork allowed exhibit documents, but not all.

June 25, 2018 Respondents enter appearance as William Stork SC Bar 100242 is no longer with Scott and Corley, P.A.. Consent Henry Guyton Murrell SC Bar 64134.

STATEMENT OF THE FACTS
LEADING TO THE CASE

January 02, 2004 was the actual date Defendants signed assuming Aames Funding Corporation DBA Aames Home Finance was the refinanced lender commenced by broker, and closing attorney told us to put an date in December 2003. Closing attorney provided a Urban Housing Development settlement sheet in the transaction. (see attach.)

We were told by the broker to go to closing attorneys Raymond Dufour office name Dufour & Dufour office. A notary was not present.

In March 2004 received a letter from Aames or mortgage servicing may be to sold, serviced or transferred to Chase Manhattan Bank. Paid Aames Mortgage loan ending 0969 a month or two, than received a new loan number ending 9956 for Chase. Started paying Chase.

Appellants represented by an bankruptcy attorney, filed an voluntary Chapter 7 Bankruptcy 2005 and discharged June 2005. LaSalle Bank was listed as the debtor, not Aames, nor Chase. Defendants informed attorney, "we were paying chase." However after court on our papers Chase was listed. Our attorney had us sign papers.

Prior to this commenced foreclosure. On June 25, 2014 An Assignment of Mortgage was filed by JP Morgan Chase C/O Nationwide Title Clearing, LLC. of Florida.

Assignment was recorded Aiken County records July 11, 2014.

Since 2009, Chase deceptive business practices of an approval of an modification and to apply than stating; we did not qualify for any modifications.

STATEMENT OF THE FACTS
LEADING TO THIS CASE

Yet, still bait and switch offering, in limbo modification.

During June/July 2009 Appellants were informed by Chase to send $100.00 less a month through Western Union to Chase. Refinanced date December 26, 2003 was not the actual date present to sign with Aames Funding Corporation DBA Aames Home Loans $593.22 a month with no escrow, at 7.98%.

Appellants paying Chase through Western Union up till December 27, 2010, as WU letter stated Chase refused our payment and to immediately come for a refund.

March 23, 2012 SC Help Hardest Hit Fund paid Chase $36,000.00 till March/April 2014 and was informed, we (Defendants) had to sign a mortgage with SC Housing as a second mortgage to show were the money went./SC Legal Service closing attorney. A 100% forgivable five year loan, as long as we did not sale nor refinance. And we did not. Mortgage satisfied.

CONCLUSION

The decision and judgement of the lower court should be reversed and Defendants compensated, void an foreclosure action as illegal. And, forward the case to Federal Court. Overwhlemed with knowledge and with extreme aniexty believe communication interpurtation of our clarafications may not be understood.

Defendants has suffered, mentally and financially, deceptive, muliputation practices by others. Knowledge of burdens to disclose, by the actions of broker, closing attorney, Chase. And, trying to find the discoveries pertaining to Aurora, Ocwen, other banks, bankruptcy or idenity theif, our credit reports indicated Chase pays as agrees, and than no mortgage listed. Had to contact CFPB just to get our free three credit reports.

Prepondence of evidence and the Plaintiffs delay of Discovery, extreme emotional and financial hardships, because of deceit unto Defendants earning 25,000.00 a year given an $81,000.00 mortgage with Aames, or First Funding Mortgage, Aames Home Fund to proceed with counter claims, complaints, Lis Pendens on all parties involved, listed and not listed to proceed in Federal Court, as there are Federal Violations, involved in this case.

Respectfully submitted,

Anthony J. West and Janet L. West
39 Pride Avenue, Graniteville, SC 29829
Pro Se Appellants

November14, 2018

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

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SC Court of Appeals

APPEAL FROM AIKEN COUNTY
COURT OF COMMON PLEAS

Judge M. Anderson M. Griffith, Master-In-Equity

US Bank, ...Respondent
vs.
Anthony West and Janet L. West...................Appellants

CASE No. 2015-CP-02-00578
Appeals Case 2018-000798

SC Court of Appeals
Mrs. Kitchings
1220 Senate Street, Suite 201
Columbia, S.C. 29201

PROOF OF SERVICE

Appellants Wests' certify that we have served to the following listed below, a copy of the Initial Brief and Designation of Matter, by mailing through US Postal Service with sufficient postage.

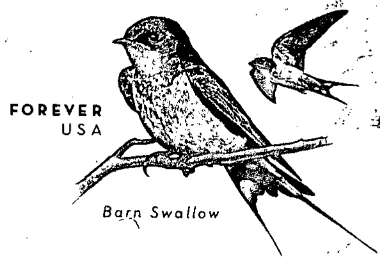
November 14, 2018.

Respectfully,

Anthony J. West and Janet L. West
Pro Se Litigants/Appellants
Aiken County Residence

cc: Nelson Mullins Riley and Scarborough, Plaintiffs' Counsel Attorney Benjamin Rush Smith III, Attorney Nichols A. Charles; 1320 Main Street 17th Floor Columbia, S.C. 29201, and
Scott And Corley, P.A. Law Firm; Plaintiffs' Counsel Attorney Attorney Tasha Thompson, at 2712 Middleburg Drive, Suite 200, Columbia, S.C. 29204
Judge Griffith 4503, 109 Park Avenue, S.E. Aiken, S.C. 29801

Anthony West
39 Pride Ave.
Graniteville, SC 29829



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