THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM CHESTERFIELD COUNTY
Court of Common Pleas

William O. Spencer Jr., Lawyer

Case No.2018-000355

JPMorgan Chase Bank,
National Association — *Respondent,*

v.

Fritz Allen Timmons — *Appellant.*

INITIAL REPLY BRIEF OF APPELLANT

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In reference to Respondents Statement of the Case, the Respondent fails to include that "Chase" Threatened the Appellant prior to and was not the Assignee of the "Copy of the Mortgage" until after the supposedly default (Ipso Facto, Fraud and Acting as a Debt Collector and subject to statues there of and voiding any interest in equity) that they are now claiming. This Action of Claiming to be a Mortgagee without being the Owner/Holder of the Mortgage is a Violation of the Truth in Lending Act (Ipso, Facto, Dirty Hands). The Respondent also fails to state that the Appellant Prior to the Hearing of May 25, 2016 under good faith submitted a complete application for a loan modification (Due to the unlawful Threat of Chase) of which Chase was sitting on the payment for (payment refusal) and at the time of the hearing during a "Trial Period" and with the Court failure to determine the Cause of action and the Clerk of Courts failure to notify the Respondent (Violations of Rights of Due Process) of said hearing thereby Causing the decision of continuance and only to find out after the Hearing that Chase refused payment (payment refusal) under the loan modification. It therefore invoked the doctrine of unclean hands. See Emery v. Smith, 361 S.C. 207, 220, 603 S.E.2d 598, 605 (Ct. App. 2004) ("He who comes into equity must come with clean hands. It is far more than a mere banality. It is a self-imposed ordinance that closes the door of the court of equity to one tainted with inequitablenessor bad faith relative to the matter in which he seeks relief." The Respondent also fails to state that it Failed to Appear at the Hearing and Abandoned the case and waived any and all claims and arguments while failing to provide any evidence that it was the Owner of said Debt, Owner and Holder of the Actual Mortgage and Note, Thereby leading to the Motion of Default, to dismiss, to Quiet Title and Counterclaim,

Ipso Facto, Failed to "Plead or Otherwise Defend" its case. The claimant must both file the complaint and continue to participate fully to the end of the litigation, or else be held in default.

REPLY TO RESPONDENS ARGUMENTS

The Counsel himself is not deemed the Attorney of Record and is in violating of Rule 264, SCACR stating "(a) Continued Representation. The attorneys ... in the court below shall be deemed the attorneys ... in the appellate court until withdrawal is approved and notice is given as provided in this Rule. (b) Withdrawal. An attorney of record in a matter pending before an appellate court may not withdraw from representation of his client without justifiable cause, or the consent of his client; and then only after proper written notice to his client, on petition to and by written order of the appellate court, and with notice to the adverse party.". Tasha B. Thompson of Scott & Corley, PA Represented "Chase" in the Summary Hearing of which is Appealed, Therefore, Nicholas A. Charles of Nelson Mullins is not properly in front of this Court and that Tasha B. Thompson that is deemed the Attorney of Record has failed to submit a Respondents Brief and Designation of Matter. As well, Nicholas A. Charles has included in his Designation of Matter matter/items that was not presented or raise to during the Summary Hearing and has failed to file a 59e Motion to attempt to Preserve the matter/items. These are direct Violations of Rules 209 and 210 SCACR. These issues was Raise by Motion to Strike and Remove Counsel with Supporting Case laws to this Court. The Motion was Denied by James E. Lockemy on Jan 10, 2019 without supporting Authorities nor Reason. SC Courts case laws holds a "Pro Se" to the same standards as that of an Attorney although it

conflicts with the United States Supreme Court case laws that holds a "Pro Se" to a lower standards than that of Attorneys. Majority of "Pro Ses" are not trained, educated nor experienced in Matters of Law nor Judicial Process, Therefore, a "Pro Se" expects that the Courts, Judges and Attorneys to uphold the Constitution, Laws and Rules regardless weather or not they are addressed in pleadings or hearings. Both Judges and Attorneys are under Oath to uphold and defend the Constitution and Laws. A "Pro Se" does not expect the Criminal Actions of the Courts, Judges and Attorneys such as a 59(e) Motion requirement to Preserved that which was raised in a Hearing but was not ruled upon due to Perjury by the deciding Judge, Therefore, a 59(e) Motion requirement is in itself a Violation of the Constitution by discarding the prima facie evidence that it was Raised. With James E. Lockemy permitting the Attorneys to Violate and Discard any Court Rules they wish, What standards does that hold this Pro Se to or does this Court Knowingly, Willfully, and Admittedly commit Abuse of Discretion and Deny the Appellant the Rights of Due Process in favor of Bias.

REPLY TO RESPONDENTS FIRST AND SECOND ARGUMENT REGADING JURISDICTION AND RULING

On May 25, 2016, a hearing for the Respondents Claim and Intervention was held of which the Respondent Failed to "Plead or Otherwise Defend" its case, thereby Defaulting, Abandoning Case, and waiving any and all Claims. Secondly the Respondent Failed to provide any evidence nor arguments that it was the Lawful holder of the Debt, Note, and Mortgage (see Carpenter v Longen, 83 U.S. 271, 16 Wall. 271, 21 L. ed. 313 (1872)). Carpenter v Longen requires the Claimant must be the Holder and Owner of both

the Note and Mortgage. With Carpenter v Longen being prior to the ease of Copying Technology including "Copy and Paste" of signatures, the requirements are thereby the Claimants has the burden of proof to be the Holder and Owner of the Non Void, Nullified, Lost or Destroyed Original Notes and Mortgages as well as the burden of proof of the ownership of the Debt. Therefore with the Respondents Claims Failed to meet the Requirements of Carpenter v Longen as well as Abandoning and waiving any and all Claims, the Respondents waived any Legal and Equity Standing and Rights.

Secondly, The Clerk of Court is required under SC Code Ann. §14-17-250 (The clerk of any county in which the office of master does not exist may, **by consent of parties**, sign orders of reference in vacation) and Rule 53(b) (In an action **where the parties consent)** to have the Consent of the Parties and with any agreements to be by written Documentation, A Consent Order with the signatures of all parties involved. When a Case is Presided over by a Judge as this one was, SC Code Ann. §14-11-60 (reason for which cause can be shown the **presiding circuit court judge, upon agreement of the parties),** A Consent Order with the signatures of all parties involved is also Required. Therefore, with the Opposing Counsels and William Spencer Jr., as Practicing Attorneys of law in the Field of Foreclosure, along with the clerk of Court has committed Conspiracy, conspiracy against civil Rights, conspiracy to violate the Rights of Due Process of the Appellant, conspiracy to violate the Appellant Forth Amendments Rights (unlawful seizer), Ipso Facto, has committed Fraud upon this Court. Does this Court hold to the saying that Ignorance of the Law is No Excuse?

The Respondents claims that the Appellant admitted to "other things", "existence of the debt", defaulted on the debt, and "Chase is entitled to claim and delivery of his

mobile home" by filing a motion of "Default, to Dismiss, to Quiet Title and Counterclaim" is strictly ludicrous as well as is a new argument of which this court will not consider, the South Carolina Supreme Court reaffirmed its long-standing rule that parties cannot raise new issues in an appeal. If this Court believes this BS then it must also believe that the Respondents admitted that it had a Fraudulent Case with no evidence when it Failed to attend the Hearing of May 25, 2016 and Failed to "Plead or Otherwise Defend" . The case is Johnson v. Lloyd, 407 S.C. 610, 757 S.E.2d 705 (2014). As well the Motion of Default is due to the Abandonment of the Case by Chase for failing to show, plead and defend its case at the Hearing of 25, 2016. As well as No Cause of Action in Chases complaint ((Trans. P. 15 L. 14-16) stating "Foreclosure" as Cause of Action) and filed with a Foreclosure Action. Chase has Failed to prove the Following; (1) that is legally entitled to and the owner of the Debt created from the Original Lender. (2) Failed to provide the Original Mortgage. (3) Failed to prove that the Original Mortgage is Valid. (4) Failed to provide the Original Note. (5) Failed to prove that the Original Note is Valid. (6) Failed to prove and/or provide that Michael P. Eddy is lawfully an "Attorney-in-Fact" (SC Code Ann. §29-3-330 (B)(3) plainly states "The mortgagee of record ... attorney-in-fact, **under a written instrument duly recorded**,", and SC Code Ann. §62-8-204) for Hartville Community Bank (currently know as Heritage Community Bank since June 27, 2005).

As far as Chase having no Legal standing, Who is and was the Legal owner of the Debt in question and did the Debt lose its security by separation it from the Mortgage and/or Note, Ipso Facto, breaching the contracts and causing them to become Void. With Chase only presenting only a "Copys" of both the Mortgage and Note of which the

Appellant had and presented the Original Note (trans. P. ***) in question of which was not Objected to, Ipso Facto, the Appellant is the Owner and Holder of said Note while Chase is committing Fraud. See Bank of Am., N.A. v. Draper, 405 S.C. 214, 223, 746 S.E.2d 478, 482 (Ct. App. 2013) ("A holder is a person in possession of [an] instrument drawn, issued, transferred, or indorsed to him."); S.C. Code Ann. § 36-3-301 (Supp. 2015) (stating the holder of an instrument is entitled to enforce the instrument). Therefore, Chase has no Legal Standing to enforce a Note that it does not have, Ipso Facto, the Original Debt held by Hartville Community Bank would be nothing more then an unsecured Debt no matter who is or was the owners of said Debt. If Chase claims to be the Owner of said Debt, they would only be the owner of an unsecured Debt with no Recourse in equity. Tupper v. Dorchester County, 326 S.C. 318, 325, 487 S.E.2d 187, 191 (1997). "In determining whether any triable issues of fact exist, the circuit court must view the evidence and all reasonable inferences that may be drawn from the evidence in the light most favorable to the non-moving party.". "When reviewing the grant of a summary judgment motion, the appellate court applies the same standard which governs the trial court under Rule 56(c), SCRCP: summary judgment is proper when there is no genuine issue as to any material fact and the moving party is entitled to judgment as a matter of law." Baril v. Aiken Reg'l Med. Ctrs., 352 S.C. 271, 279-80, 573 S.E.2d 830, 835 (Ct. App. 2002). The evidence should be viewed in the light most favorable to the non-moving party. Id. at 280, 573 S.E.2d at 835. Also see Wachovia Bank, N.A. v. Coffey, 404 S.C. 421, 425, 746 S.E.2d 35, 37 (2013). Summary judgment is not appropriate when "further inquiry into the facts is desirable to clarify the application of the law." Carolina Chloride, Inc. v. S.C. Dep't of Transp., 391 S.C. 429, 434, 706 S.E.2d

501, 504 (2011).

Secondly, with only a copy of the Mortgage from the Record used by Chase, raises the issue that if a Original Mortgage does not exist, destroyed and/or Voided by the Owner /Holder or by separation then can it be Assigned to a different party and forced to be Valid again without Consent of all parties involved? Thirdly, The courts have long held that a mortgage is deemed a mere incident to the mortgage debt, and that an attempt to assign the mortgage without any transfer of the debt will not pass the mortgagee's interest to the assignee, but is a nullity (see the following). And Fourthly, as the Mortgage was originally created with "Mers" as assignee in SC and the Assignment filed in SC Courts, does this constitutes as conducting business in SC without a license due to the fact that Mers has never been nor is currently registered to conduct business in SC.
See Rule 60(b)(3), SCRCP (providing that a party may be relieved of a final order or judgment based upon "fraud, misrepresentation, or other misconduct of an adverse party").

The Respondent claims that they are not a collection agency, this defense argument was not raise at the trial hearing and is waived and not preserved for Appeal. A party waives appellate review of an argument or objection if the party does not raise it with the trial court. See Hicks v. Midwest Transit, Inc., 500 F.3d 647, 652 (7th Cir. 2007) ("[A]rguments not raised before the district court are waived on appeal."). Therefore, At the time of which Chase threatened the Appellant of which is prior to the supposedly "Assignment of the Mortgage" the court must determine who was the legal owner of the debt, Mortgage, and Note in question as well as the Legal Standing of each, Under the "FAIR DEBT COLLECTION PRACTICES ACT", 15 U.S.C. 1692, the Plaintiff cannot

show it has right to collect the note debt and to request foreclosure, allege: At all times material, Plaintiff is a "debt collector" as the term is defined under 15 U.S.C. §1692a(6); And at all material times, the Note debt is a "debt" as defined under 15 U.S.C. §1692a(5); Plaintiff violated the Fair Debt Collection Practices Act when it filed a Complaint in Foreclosure against the Appellant because of its threatening to take a legal action that it cannot legally take and used a false misrepresentation or deception to collect a debt. 15 U.S.C. §1692(e)(5), (e)(10). See: Glazer v. Chase Home Finance, LLC, No. 10-3416 (6th Cir. 2013) (held that mortgage foreclosure is debt collection under the Act).

As to the Respondent claims of untimely filing of "Demand for Jury Trial" and William Spencer Jr Order denial of it, First of all, SC Code Ann. §15-53-90 clearly states "**All existing rights to jury trials are hereby preserved**". Secondly, when the Demand was placed upon the Circuit Court Docket and scheduled for Jan 4, 2018, William Spencer Jr. had no Authority or Jurisdiction to Remove it and although he did not have Jurisdiction to start, William Spencer Jr. or a Legally appointed Special Referee has/had no Authority or Jurisdiction over any Motions or Actions after case was placed back upon the Court Docket. As well the Respondent Filed their Motion for Summery Judgment on Dec 28, 2017 after being notified of the scheduled hearing and prior to the Hearing of which was canceled due to bad weather. Also, if the Demand is considered as untimely then so must the year between the hearing of 25, 2016 and the Respondents filing of their Motion/Order of special referee, Ipso Facto, again abandoned case.

As to the Respondent claims as to not appealing the Order of Sep, 12, 2017, the Order is not a Final Order of which the Appeals Court would not entertain.

In Response to Respondent claims as to the Summary Hearing of Jan, 29, 2018,

William Spencer Jr. Admitted that he could not retrieve the record from the clerk of court (Trans. P. 4 L. 22-24) and that the Motion nor its arguments of was not presented nor pleaded at the Hearing, Ipso Facto, the Respondent waived the argument thereof. The Respondents failed to produce evidence and/or arguments that it was the legal owner of the debt, mortgage and/or Note. The Appellant objected to the use of copies of the note and mortgage by the Respondent (Trans. P. 6 L. 14) and did not argue against, while at the same time the Appellant produced the Original Note, Ipso Facto, the Owner and Holder of the Note of which the Respondent did not object to. The Appellant raised the issues of Consent per SC Codes required of which the William Spencer Jr., Respondent, and Clerk of Court was Violating of which the Respondent did not object to (Trans. P. 3 L. 11-13). The Appellant raised the issues of the Respondent Violating the Debt Collection Act of which the Respondent did not object to (Trans. P. 7 L. 17) . Therefore this Court must Justify Firstly, every decision of William Spencer Jr. due to that he had absolutely no evidence and/or arguments to base his decisions upon in favor of the Respondent, Secondly, Refusal of William Spencer Jr to address any of the arguments and evidence provided by the Appellant. And thirdly, the Ability of William Spencer Jr. to reach the above decisions, type up the Orders, and driving them from his office to the Court House (clerk of courts office) and filing them within 14 minutes. Or does this Court confirm that the orders was Pre-type prior to the hearing and that this was a "Shame Legal Process" that Denied the Appellant his Rights to Due Process.

As well when a supposedly Mortgagee uses "Copies" for a claim, it Creates a "Shame Legal Process". See SC Code Ann. §30-9-30(4) (a) "Sham legal process" means a document that is not issued lawfully and that purports to be a judgment, lien, or order of a

court or appropriate government entity, or otherwise purports to assert jurisdiction over or determine the legal or equitable status, rights, duties, powers, or privileges of a person or property.

As another new argument that the Respondent of which it waived and is not preserved for review is that the Appellant waived any argument for claims of foreclosure against the Appellants Mobile Home (of which is not part of the Mortgage (Mort.) and is not affixed to the property, Ipso Facto, Personal Property) was waived by not addressing it directly in filing pleading. Lewis at 171, 568 S.E.2d at 363 ("Basic contract law provides that when a contract is clear and unambiguous, the language alone determines the contract's force and effect. It is not the function of the court to rewrite contracts for parties." (citation omitted)); "'For an equitable lien to arise, there must be a debt, specific property to which the debt attaches, and an expressed or implied intent that the property serve as security for payment of the debt.'" Regions Bank v. Wingard Props., Inc., 394 S.C. 241, 250, 715 S.E.2d 348, 353 (Ct. App. 2011)

With the above said, it is clear that the Respondent is trying to mislead this court by making new argument and based upon pre-trial motions of which it itself has failed to present to the Summary Hearing and failed to preserve as directly indicated in the transcripts of the Summary Hearing. As well the Respondent is trying to add matter to the record on Appeal in which was not raised nor presented to the Summary Hearing thereby, creating a "New Record" of matter that is not preserved and violates Rules 209 and 210, SCACR. As similar to Rule 16, SCRCP stating "The pre-trial brief is solely for the use of the court at the pre-trial hearing, and shall not be filed with or made part of the record in the action." so are the arguments. Therefore, the Record on Appeal will not contain

matter that is in violations of these Rules that the Respondent has listed upon their Designation of Matter. "An appellate court reviews the granting of summary judgment under the same standard applied by the trial court under Rule 56, SCRCP." Wachovia Bank, N.A. v. Coffey, 404 S.C. 421, 425, 746 S.E.2d 35, 37 (2013).

REPLY TO RESPONDENTS THIRD ARGUMENT REGARDING MERITLESS OR UNPRESERVED

As the transcript proves beyond any doubt, not a single issue of William Spencer Jr. Orders was raised by the Respondent nor had any pre-trial Record in front of him. Therefore, it would be impossible for William Spencer Jr. to make any decisions upon issues/argument that is not presented nor raised in front of him. Also, As the transcript proves beyond any doubt, William Spencer Jr. Refused any and all issues, matters, evidence and arguments presented to him by the Appellant. This Order by William Spencer Jr. is controlled by SC Code Ann. §16-9-10 for Perjury as well as the Constitutional Rights to Due Process of which Both are the superior authorities over any previous case law or Court rules, Ipso Facto, Abuse of Discretion, Violation of Canon 3, Violation of the Appellants Rights to Due Process. Under the Rights to Due Process Cause, the Appellant has the Right to defend himself against any and all claims against him. It is impossible for a Defendant to make Arguments against or Object to Claims or Evidence of which is not presented, Ipso Facto, Violates the Due Process Cause. By ruling on issues not in front of him and Refusing to rule on the issue that are in front of him, William Spencer Jr denied the Appellants Rights to Due Process. Therefore, a Rule 59(e) motion is overruled by Statues and does not save or protect a "Judge" from perjury that they

commit. Rule 59(e) motions True and Intentional purpose was to correct Error of a "Judge" although these Courts have perverted the Rule to cover up the Perjury of judges and deny the Rights of Due Process by claiming that transcripts and/or Orders of the Trial Hearing are not part of the Record on Appeal. "An abuse of discretion arises where the judgment is controlled by an error of law or is based on factual conclusions that are without evidentiary support." Williams v. Watkins, 384 S.C. 319, 324, 681 S.E.2d 914, 916 (Ct. App. 2009)

With the Respondent referring to preservation and Rule 59(e) motions, the Respondent would with no doubt know that failure to present any arguments at the summery court hearing then that it failed to preserve any of this issues/matter for review and that the Orders of William Spencer Jr. must be Stricken and Discarded for they have no basis nor evidence to be based upon. See S.C. Dep't of Transp. v. First Carolina Corp. of S.C., 372 S.C. 295, 301-02, 641 S.E.2d 903, 907 (2007) (holding, to be preserved for appellate review, an issue must have been: (1) raised to and ruled upon by the trial court, (2) raised by the appellant, (3) raised in a timely manner, and (4) raised to the trial court with sufficient specificity);

As far as the criminal acts are concerned are the following: (1) "Foreclosure" as a cause of action (No Cause of Action). (2) Failed to show Ownership of said Debt and any transactions of said debt (who owned the debt and when and if any transference was committed including to 3rd parties), (3) Failed to show Ownership of said Note and any transactions of said Note (who owned the Note and when and if any transference was committed including to 3rd parties), (4) Filed Foreclosure Intervention and Foreclosure at same time (Duel Tracking), (5) Failed to show, plead and argue at hearing of May 25,

2016 (Abandoned Case, waived all claims and arguments), (6) Filing a Motion/Order of Reference over a year after the hearing of May 25, 2016 to have rubberstamped by Clerk of Court within 5 days of service (Denial of Right of Due Process) (7) Lack of Consent by Appellant ((Trans p 3 L 11- 13), Fraud, lack of jurisdiction, Denial of Right of Due Process), (8) Lack of Consent Order by the Presiding Judge ((Trans p 10 L 3- 12), Fraud, lack of jurisdiction, Denial of Right of Due Process), (9) Lack of establishing Ownership of Debt (Fraud), (10) Lack of Original Mortgage (Fraud), (11) Lack of Original Note (Appellant in possession of Original Note)(Fraud), (12) Lack of "Attorney in Fact" filed on Record of Mortgage (Fraud and possible Forgery), (13) Colored endorsements upon a monotone copy of the Note (Fraud), (14) "Chase" not as "JPMorgan Chase Bank, National Association" threatening Appellant with foreclosure prior to supposedly "Assignment" of the Mortgage (Debt Collector), (15) William Spencer Jr deciding on the Appellant Motion to remove William Spencer Jr and strike and discard order of for the above stated violations, barratry and maintenance (Abuse of discretion, Violation of Color of Law, barratry, maintenance, Denial of Right of Due Process), (16)William Spencer Jr removing "Demand for Jury Trial" from Court Docket and supposedly decided by himself (SC Code Ann. §15-53-90 "All existing rights to jury trials are hereby preserved." (Abuse of discretion, Violation of Color of Law, barratry and maintenance, lack of jurisdiction, Denial of Right of Due Process), (17) William Spencer Jr. making rulings upon issues not presented to him and without court records (Abuse of discretion, Violation of Color of Law, barratry, maintenance, Perjury, Denial of Right of Due Process). (18) William Spencer Jr refusal to make rulings upon Appellants arguments and evidence (Abuse of discretion, Violation of Color of Law, barratry, maintenance, Perjury, Denial of Right of

Due Process). (19) William Spencer Jr Order to sell Appellants property directly violates SC Code Ann. §14-11-160 stating "Whenever real estate is adjudged to be sold by a master such sale may take place by **consent of the parties** to the cause" (Abuse of discretion, Violation of Color of Law, barratry and maintenance, lack of Legal Authority). And thereby raising the Question of how much does receiving a portion/percentage of the sale of property influenced William Spencer Jr. decision in these Violation?

As to the above said, The courts have long held that a mortgage is deemed a mere incident to the mortgage debt, and that an attempt to assign the mortgage without any transfer of the debt will not pass the mortgagee's interest to the assignee, but is a nullity. (Delano v. Bennett, 90 Ill. 533, 536; Elvin v. Wuchetich, 326 Ill. 285, 288, 157 NE 243; Reeve, Illinois Law of Mortgages and Foreclosures, Vol 1, § 256, p 308.). "The note and mortgage are inseparable; the former as essential, the latter as an incident. An assignment of the note carries the mortgage with it, while an assignment of the latter alone is a nullity. [FN 3 cites Jackson v. Blodget, 5 Cowan, 205; Jackson v. Willard, 4 Johnson, 43.] " Carpenter v. Longan, 83 U.S. 271; 21 L. Ed. 313; 1872 U.S. LEXIS 1157; 16 Wall. 271 (U.S. 1873). See also Van Burkleo v. Southwestern, Tex.Civ.App., 39 S.W. 1085, 1087.[3] Cf. Gough v. Home Owners Loan Corporation, Tex.Civ.App., 135 S.W.2d 771. Kirby Lumber Corporation v. Williams, 230 F. 2d 330 (C.A. 5th Cir. 1956), see also Cummings v Continental Tool Corp, 371 Mich 177, 183; 123 NW2d 165 (1963) (noting that a mortgage without an underlying enforceable obligation fails as a matter of law). "A real estate mortgage is security for an obligation, and is incidental to that obligation. 69 Ohio Jurisprudence 3d (1986) 113, Mortgages § 65. If the underlying debt is paid, the mortgage is extinguished. Id. An assignment of a mortgage transfers to the assignee all

the rights, powers and equities owned by the mortgagee. Id. at 549, § 508. "An attempted assignment of a mortgage, apart from the [obligation] is deemed a nullity." Id. at 538, § 495." Olympic Title Ins. Co. v. Fifth Third Bank, C.A. Case Nos. 19319 & 19324, 2002 Ohio 5826; 2002 Ohio App. LEXIS 5679 (Oh. App. 2nd Dist. 2002). "The cardinal principle of common law applicable to the issue before us is that the collateral security for a debt is an incident of the debt. One consequence of this principle is that the transfer of collateral unaccompanied by a transfer of the debt is a nullity. Sobel v. Mutual Development, Inc., 313 So.2d 77 (Fla.App.1975); 6 Am. Jur.2d Assignments § 26 (1963); 69 Am. Jur.2d Secured Transactions § 449 (1973); 14 C.J.S. Chattel Mortgages § 316 (1939)."Van Diest Supply Co. v. Adrian State Bank, No. 50926, 305 N.W.2d 342, 346 (Minn. 1981).

Therefore, the following questions must be answered,

(1) When the Debt is separated from the Note, what negotiation does the Owner/Holder of the Note have and is it deemed Void and the Debt becomes unsecured?

(2) When the Note is separated from the Mortgage, what negotiation does the does the Owner/Holder of the Mortgage have and is it deemed Void and the Note becomes unsecured?

(3) With the original Lender is no longer the Note Holder, can the original Lender now execute a conveyance or assignment of the mortgage to reflect negotiation(s)?

(4) What are the Remedies for a mortgagor to filing a claim against a Lender who is not the Owner/Holder of the Note and/or Mortgage?

(5) What are the Remedies for a mortgagor to filing a claim against a Owner/Holder of the Note who is not the Lender and/or Mortgage Owner/Holder?

(6) What are the Remedies for a mortgagor to filing a claim against a Owner/Holder of the Mortgage who is not the Lender and/or Note Owner/Holder?

(7) Does the Lack of Remedies of the above said cause any of the 3 parts of a mortgage agreement to be considered Void and null with a lack of security for any of the Parts?

(8) Does the Lack of Remedies of the above said cause a mortgage agreement to be considered as unconscionable contract(s) when separated?

(9) When there are several separate transactions of the Debt, Mortgage and/or Note that is not considered to be a Residential Mortgage Transaction (According to Fed Statues), Does the Mortgage retain its Negotiations and Securities.

(10) If a Mortgage and/or Note is no longer negotiable, then what are their standings in Law and Equity?

When the above questions are answered, it becomes clear that when a Debt, Note and Mortgage are created and intended as One Action/Contract, it is an inseparable multi part contract that becomes Void and null and loses Security and Equity when separated and originally intended to be transferred/assigned as One Action/Contract. This Argument is upheld by 15 U.S. Code §1602 (x) that determines a residential mortgage transaction.

Under the Current Case laws in concern as to Rule 59(e) Motion in regards as to "Issues not raised and ruled upon in the trial court will not be considered on appeal." supports and encourages Judges to commit Perjury and places the Burden of this Perjury upon Appellants. As well, When a Perjury is committed by "Judge" over a Foreclosure case, it places Additions Burden upon the Appellants by the Unlawful and Unconstitutional Seizure and Sale of their Property during the Rule 59(e) Motion actions. Therefore, Does this Court Uphold and Defend Perjury by Judges when issues/matters are

Therefore, Does this Court Uphold and Defend Perjury by Judges when issues/matters are Raised/presented but not Ruled on and when issues/matters are not Raised/presented but still Ruled upon of which both are a part of the Record as being either raised and/or ruled upon?

In reply to the Respondent claims as to Fraud being not preserved, Case laws has determined that Intrinsic fraud may be brought up with in one year of the fraud and that Extrinsic fraud may be brought up at anytime.

CONCLUSION

Therefore in Conclusion, based upon the Criminal Actions and conspiracy of the Respondent, Respondents Counsels, William Spencer Jr. and the Chesterfields Clerk of Court, with no Legal or Equity Standing for their Case, the Appellants preys that this Court Strikes and Discard the Orders of William Spencer Jr. and applies the previous stated relief.

Jan 20, 2019

Respectfully.

Fritz A. Timmons, Pro Se
P. O. Box 367
Hartsville, SC 29551

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM CHESTERFEILD COUNTY
Court of Common Pleas

William O. Spencer Jr., Lawyer

Case No.2018-000355

JPMorgan Chase Bank,
National Association — *Respondent,*

v.

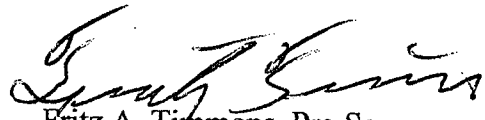
Fritz A. Timmons — Appellant.

PROOF OF SERVICE

I certify that I have served a **Copy of the** INITIAL REPLY BRIEF OF APPELLANT on attorneys of record Tasha B. Thompson @ Scott & Corley, PA, 2712 Middleburg Drive Suite 200, Columbia SC 29204, Benjamin Rush III Smith and Nicholas A. Charles @ Nelson Mullins., PO Box 11070, Columbia SC 29211, by depositing a copy of it in the United States Mail, postage prepaid, on Jan 22, 2019

Jan 22, 2019

Respectfully



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Jan 20, 2019

The Honorable Jenny Abbott Kitchings
Clerk of Court
P.O. Box 11629
Columbia, SC 29211

RE: JPMorgan Chase Bank, National Association. Respondent v. Fritz A. Timmons Appellant Case No 2018-000355

RECEIVED
JAN 23 2019
SC Court of Appeals

Dear Jenny Abbott Kitchings

Enclosed for filing are the following:

1. INITIAL REPLY BRIEF OF APPELLANT
2. Proof of service .

Sincerely,

Fritz A. Timmons
P. O. Box 367
Hartsville, SC 29551

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