

Shearouse, Daniel

From: [REDACTED]
Sent: Wednesday, January 30, 2019 3:50 PM
To: [REDACTED]
Subject: FW: CORRUPTION WITHIN THE COURTS - FIFTH SET
Attachments: MOTION for RECONSIDERATION-FINAL.docx

From: Cathy Bishop <[REDACTED]>
Sent: Wednesday, January 30, 2019 11:24 AM
To: Jones, Marjorie L. <[REDACTED]>; Koffskey, Dawn V. <[REDACTED]>; McLean, Denise S. <[REDACTED]>; Reynolds, Alexis K. <[REDACTED]>; Flinchum, Debra J. <[REDACTED]>
Subject: Fw: CORRUPTION WITHIN THE COURTS - FIFTH SET

Please read attached document and call back at (803) 341-4278

If not responded to within 24 hours then I will proceed with filing criminal charges in both within the state and federal jurisdiction and list every one of you as complicit; as once you were informed as an officer of the court you have a duty yourself to report this to the executive branch under that of misprision of felony if not taking action immediately to rectify the issue as presented!

Part 5 of 5

It is noted that there has been no response from:

Donald Beatty

John Kittredge

Kay Hearn

John Few

George James

Thus, the following information is now being resent a second time, and to a second set of email addresses.

Do let it be known that by the end of today, unless notified that there is a temporary injunction on the foreclosure auction sale of 306 Coral Way, Belvedere, SC 29841 case number 2016CP0200381 of Aiken County SC 29841 there is a Criminal Complaint to be filed based upon the same information provided which proves the use of forged documents, robo-signing by Aiken County Clerk of Court, no to mention numerous other issues of PERJURY, SUBORNING PERJURY, Lack of Due Process, Bias, Conflict of Interest (Commission based on foreclosure sale), Deprivation of Right of Counsel of Choice, Deprivation of Right to Contract, Deprivation of Right Under Color of Law, and EXTORTION.

As noted a Black Robe does not preclude the adherence to Law, which makes it clear that these Judicial Members, which could take action to stop the ILLEGAL THEFT of said property from which the State is party to the action by that of it's members, deems they will be held accountable as either Misprision of Felony and Accessories After the Fact, if not outright COMPLICIT in the said action entirely!

Therefore, I expect notification by END OF DAY that there is a Temporary Injunction of this said foreclosure, else the criminal complaint that will be forced to be filed will be inclusive of said individuals listed above. This is not to be taken as a threat or extortion, but as merely a statement of fact as these individuals have and had a DUTY to take action once notified of the trespass of rights and criminal conduct of individuals under their purview! Thereby there lack of action and then not themselves not notifying the said Executive Branch to take Appropriate Action when they themselves have abrogated their DUTY to Protect the Public and therefore are no longer under any protection afforded them as being judges. If they have knowledge of CRIMINAL ACTIONS and fail to act or forward the information to someone that can act then they themselves are in violation of:

18 U.S. Code § 4 - Misprision of felony

18 U.S. Code § 3 - Accessory after the fact

Therefore, this letter and the attachment of information is to be treated as not an attempt, but second attempt to rectify Corruption within the Court for which the above individuals may not proclaim IGNORANCE of the FACT when said charges are brought in regards to the INFORMATION now provided a second time in regards to this issue before us!

Please Contact us at (803) 341-4278 today to inform us of action being undertaken by the said individuals listed above in regards to this issue/case!to

From: Cathy Bishop <cathy_bishop@att.net>

To: ~~the [redacted]~~

~~_____~~

2010-09-04 09:04:00 PM EST

Sent: Monday, January 2, 2006 1:01 PM
Subject: CORRUPTION

Subject: CORRUPTION WITHIN THE COURTS - I

to the Court that it had taken more than half the file from the courts' records.

STATE OF SOUTH CAROLINA
COURT OF COMMON PLEAS

Bank of America	)	Case No: 2016-CP-02-00381
Plaintiff,	)	
	)	Catherine Bishop
	)	
v.	)	Motion For:
	)	CONTINUANCE
	)	RECONSIDERATON
	)	(Right to Counsel)
Defendant,	)	RECONSIDERATION & COMPEL
	)	(Interrogative)
	)	RECONSIDERATION & COMPEL
	)	(Document Discovery)
	)	RECONSIDERATION
	)	(Lack of Capacity)
	)	RECONSIDERATION
	)	(Failure to State a Claim)
	)	RECONSIDERATION
	)	(Fraud Upon the Court)
	)	LACK OF JURISDICTION
	)	RECUSAL

CONTINUANCE

I Ms. Catherine Bishop do hereby request CONTINUANCE of said hearing scheduled for 8 August, 2018.

This said request is based on THREE observable FACTS:

1. As noticed neither you yourself, Judge M. Anderson Griffith, nor the court notified me of the said Court Hearing scheduled for 8 August, 2018. However, it is noted that you and or the Court is in communication with the Plaintiff; thereby giving the impression if not outright evidence that you are unlawfully engaged in Exparte Communications with that of the Plaintiff! I must ask if this oversight was to ensure my non-attendance of said hearing thereby allowing you to rule in favor of the plaintiff; for which up till this pint you have even let withhold information, names, and documents to preclude myself being allowed a FAIR and HONEST HEARING?

2. As noted in FRCP26(a)(2)(B):

Witnesses Who Must Provide a Written Report. Unless otherwise stipulated or ordered by the court, this disclosure must be accompanied by a written report—prepared and signed by the witness—if the witness is one retained or specially employed to provide expert testimony in the case or one whose duties as the party's employee regularly involve giving expert testimony. The report must contain:

- (i) a complete statement of all opinions the witness will express and the basis and reasons for them;
- (ii) the facts or data considered by the witness in forming them;
- (iii) any exhibits that will be used to summarize or support them;
- (iv) the witness's qualifications, including a list of all publications authored in the previous 10 years;
- (v) a list of all other cases in which, during the previous 4 years, the witness testified as an expert at trial or by deposition; and
- (vi) a statement of the compensation to be paid for the study and testimony in the case.

As noted, since it was NEVER stipulated to the contrary, the Plaintiff must adhere to the above said Rule. Thus, as the Plaintiff has failed to provide the information to myself as required according to the Rules of Civil Procedure I would be left unprepared to provide a proper cross – examination; thereby the HEARING would be neither FAIR nor HONEST!

3. As noted in FRCP26(a)(2)(D):

(D) Time to Disclose Expert Testimony. A party must make these disclosures at the times and in the sequence that the court orders. Absent a stipulation or a court order, the disclosures must be made:

- (i) at least 90 days before the date set for trial or for the case to be ready for trial; or
- (ii) if the evidence is intended solely to contradict or rebut evidence on the same subject matter identified by another party under Rule 26(a)(2)(B) or (C), within 30 days after the other party's disclosure.

As clearly established, I am to be given 90 days' notice of a said Witness of Expert Testimony before the date set for trial or for the case to be ready for trial. Thereby, as the Plaintiff has failed to adhere to Points 2 and 3; and you and the courts has failed to provide me any notice of a HEARING/TRIAL at all, I do hereby request a continuance until YOU and the Plaintiff adhere to the Rules of Civil Procedure!

RECONSIDERATION

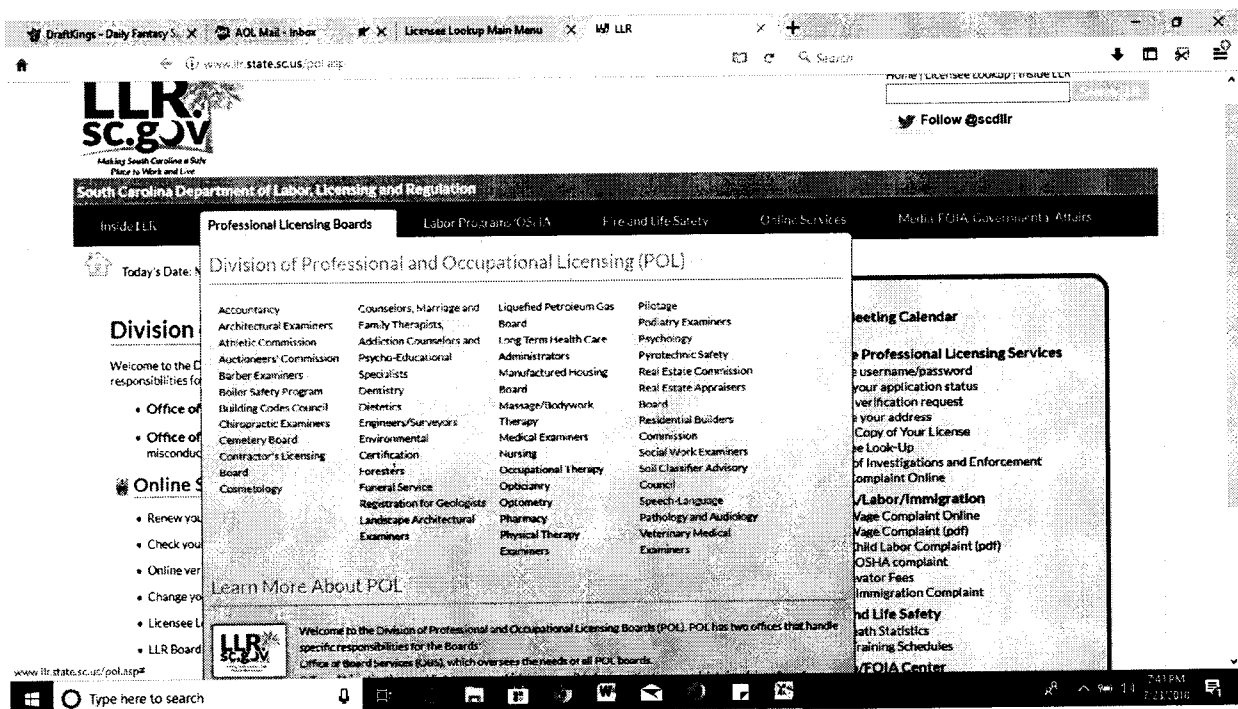
(Right to Counsel)

Now comes the Defendant, Ms. Catherine Bishop, bringing forth this Motion for RECONSIDERATION of Judge M. Anderson Griffith's RULING on multiple reasons and issues for Dismissal of said Mortgage Foreclosure Complaint brought by the Plaintiff (Bank of America, N.A.).

The first issue is one of your Honor engaging in depriving myself of my Constitutional Right to Counsel of my choosing. You stated for the record as e-filed on 27 June 2018 the following "The South Carolina Constitution assigns to his Court the duty to regulate the practice of law." You then went on to reference S.C. Const. Art V, §4. "South Carolina, like other jurisdictions, limits the practice of law to licensed attorneys," Brown v. Coe, 365 S.C. 137, 139, 616 S.E. 2d 705, 706 (2005) (citation omitted). "The policy of prohibiting laymen from practicing law is not for the purpose of creating a monopoly in the legal profession, nor for its protection, but to assure the public adequate protection in the pursuit of justice, by preventing the intrusion of incompetent and unlearned persons in the practice of law." State ex. Daniel v Wells, 191 S.C. 468, 5 S.E. 2d 181, 186 (1939). Boone v Quicken Loans, 420 S.C. 452, 803 S.E. 2d 707 (2017). The individual was not a licensed attorney and was not allowed to represent the interests of the defendant.

The RULING for which you denied me my Right to Counsel of "MY CHOOSING" is found to not only have errors of law, but also CONTRADICTS STATE EVIDENCE that supports the TRUTH of my said RIGHT to have Mr. Watters act as my representative in this matter before the court.

First off I present a SCREENSHOT of the STATE's website for which declares the PROFESSIONAL OCCUPATIONAL LICENSES issued by the STATE!



As you will note, the STATE does “NOT” issue any licenses for the occupation of Lawyer or Attorney, much less the PROFESSION or OCCUPATION of “LAW.”

I will now provide TWO more screenshots taken from the South Carolina JUDICIAL DEPARTMENT website, (Please see them below)

SCREEN SHOT OF REQUEST FOR AUTHORIZTION OF NON-LAWYER REPRESENTATION

The screenshot shows the South Carolina Judicial Department website. The header includes the state seal and navigation links: Home, Supreme Court, Court of Appeals, Trial Courts, Court Officials, Opinions, Orders, and Calendar. The main content area is titled "Court Forms" and contains three search sections:

- Search #1: Forms by Court Type**
Court Type: All Court Types
Submit
- Search #2: Forms by Title**
Form Title: Authorization for non-lawyer representation
Submit
- Search #3: Forms by Form ID**
Form ID:
Submit

Below the search sections, under "Administrative Forms", are two links:

- [SCCA 610 - Request for Bulk or Compiled Data Form \(Word\)](#)
- [SCCA 610 - Request for Bulk or Compiled Data Form \(PDF\)](#)

The Windows taskbar at the bottom shows the search bar and system clock (7:52 PM, 7/24/2018).

RESULTS OF REQUEST FROM THE SOUTH CAROLINA JUDICIAL DEPARTMENT WEBSITE

The screenshot shows the search results page on the South Carolina Judicial Department website. The header is identical to the previous screenshot. The main content area is titled "Court Forms" and displays the results of the search for "Authorization for Non-Lawyer Representation".

PDF	Word	Form ID	Form Title
PDF	Word	SCCA761	Authorization for Non-Lawyer Representation
PDF	Word	SCCA762	Authorization for Non-Lawyer Representation

The Windows taskbar at the bottom shows the search bar and system clock (7:50 PM, 7/24/2018).

As noted, above, there are forms for the AUTHORIZATION of NON-LAWYERS to be used as a representative in JUDICIAL MATTERS (which is inclusive of CIVIL Litigation). As noted the Masters in Equity Court is a JUDICIAL COURT which derives its cases from the Circuit Courts in matters of CIVIL LITIGATION which includes Mortgage Foreclosures as it entails CONTRACTS!

So, now that I have shown you that the STATE does not issue any LICENSE to PRACTICE LAW, and I have shown you that the STATE's own JUDICIAL WEBSITE includes forms itself so that Individuals may have NON-LAWYERS Represent them, do you now concede that you had no AUTHORITY to DEPRIVE myself of the Right to have someone represent me because he did not have a LAW LICENSE?

Likewise, it must be pointed out that Mr. Watters did request that you have the Plaintiff's Attorney/Lawyer produce this said LICENSE, for which HE did not respond, but "YOU DID!" The Plaintiff never objected to my being represented until you PROMPTED him by saying "Well, do you object?" for which he retorted uh, yeh I object! As noted the plaintiff never once argued any grounds for the objection, but you yourself declared yourself to be the Attorney for the Plaintiff and argued on behalf of the Plaintiff (FROM THE BENCH)! You even proclaimed "that he most likely didn't have it on him" while knowing the TRUTH that no such LICENSE exists!

Let me provide even more proof of the error of your decision:

If you adhere to your Oath of Office, which I must say is doubtful as you NEVER answered the question asked by Mr. Watters "Judge, is your loyalty and oath not to uphold the United States Constitution?)

Everyone with COMMON SENSE knows and understands that the basis of the CONSTITUTION is to PROTECT and DEFEND against ALL ENEMENIES FOREIGN and DOMESTIC the encroachment against THE AMERICAN PEOPLE and their GOD GIVEN RIGHTS! Not government given, Not BAR ASSOCIATION given, but GOD GIVEN!

These rights are noted within the CONSTITUTION as: LIFE, LIBERTY, and the PURSUIT OF HAPPINESS.

As noted, LIBERTY is inclusive of FREEDOM of: (MOVEMENT, CHOICE, SPEECH, and DEFENSE). Likewise, PURSUIT OF HAPPINESS is inclusive of one's RIGHT, not PRIVILEGE, but RIGHT to engage in Hunting, Fishing, and engaging in any business and or occupation to provide for themselves and their families without being fined or fee'd for such activity!

AS NOTED a LICENSE is: <https://thelawdictionary.org/license/>

In the law of contracts. A permission, accorded by a competent authority, conferring the right to do some act which without such authorization would be illegal, or would be a trespass or a tort.

State v. Hipp, 38 Ohio St. 220;
Youngblood v. Sexton, 32 Mich. 406, 20 Am. Rep. 054;
Hubman v. State, 61 Ark. 4S2. 33 S. W. 843;
Chicago v. Collins, 175 111. 445. 51 N. E. 907, 49 L. R. A. 40S, 67 L. R. A. 224.

Thus, Judge M. Anderson Griffith, are you proclaiming that a GOD GIVEN RIGHT is ILLEGAL? If yes then please state where you believe that you, the BAR, or even the Government has the authority/jurisdiction to convert God Given Rights into such an illegality that one needs permission from the BAR; which is not even the Government but a Private Association! As noted neither one of the cases you cited stated where they obtained the authority from God to change his RIGHTS bestowed upon man to being that of an ILLEGAL ACTION!

Do you proclaim that because a member of the BAR infiltrated the LEGISLATIVE BRANCH and passed a STATUTE to proclaim a GOD GIVEN RIGHT to be ILLEGAL unless the Individual Joined your ASSOCIATION that we the American Sovereigns, also noted as South Carolina residents, are to be deprived of such RIGHT? Well, Judge, I see you your State Statute and Raise you (or should I say I raise the issue of My GOD GIVEN RIGHTS as enshrined within the same United States Constitution, for which I believe is referred to as the Supreme Law of the Land) thereby I refer you to the following:

“The practice of Law CAN NOT be licensed by any state/State.”
(Schware v. Board of Examiners, 353 U.S. 238, 239)

“The practice of Law is AN OCCUPATION OF COMMON RIGHT!”
(Sims v. Aherns, 271 S.W. 720 (1925))

Likewise, as noted the conversion of a Sovereigns RIGHTS into that of a PRIVILEGE is nothing short of TREASON!

"No state may convert a secured liberty into a privilege, and issue a license and fee for it."
(MURDOCK v. PENNSYLVANIA, 319 U.S. 105)

"If the state does convert a right into a privilege and issue a license and charge a fee for it, you can ignore the license and fee and engage in the right with impunity."
(SHUTTLESWORTH V. BIRMINGHAM, ALABAMA, 373 U.S. 262)

“The claim and exercise of a constitutional right cannot thus be converted into a crime”
(Miller v. US (5th Circuit) 230 F. 2d. 486 (1956) Miranda v. Arizona 384 US 436 (1966))

“Where rights are secured by the constitution are involved, there can be no rule making or legislation which would abrogate them.”
(Hale v. Henkel 201 US 43 (1906))

“...a legislative act contrary to the constitution is not law...an act of the legislature repugnant to the constitution is void.”
(Norton v. Shelby County 118 US 425 (1886))

Might I remind you Judge M. Anderson Griffith that your Oath of Office is to protect the residents of South Carolina and America against ILLEGAL and UNCONSTITUTIONAL STATUTES, not to ENFORCE THEM against us!

“...an ordinance which makes the peaceful enjoyment of freedoms which the constitution guarantees contingent upon the uncontrolled will of an official – as by requiring a permit or license which may be granted or withheld in the discretion of such official – is an unconstitutional censorship or prior restraint upon the enjoyment of those freedoms.”
(United States v. Jackson 390 US 570 (1968))

“If a law has ‘no other purpose...’ than to chill the assertion of constitutional rights by penalizing those who choose to exercise them, then it [is] patently unconstitutional.”
(Cohens v. Virginia (6 Wheaton) 19 US 264 (1821))

“...it is the duty of courts to be watchful for the constitutional rights of the citizen, and against any stealthy encroachment thereon.”
(Marbury v. Madison (1 Cranch 170) 5 US 137 (1803))

Likewise, your choice to try and enforce such a MONOPOLISTIC piece of Bovine Excrement to deprive me of a God Given Right deems that you should be put on notice:

“The Eleventh Amendment provides no shield for a state official confronted by a claim that he had deprived another of a federal right under the color of state law...when a state officer acts under a state law in a manner violative of the federal constitution. And he is, in that case, stripped of his official or representative character, and is subjected in his person to the consequences of his individual conduct. The state has no power to impart to him any immunity from responsibility to the supreme authority of the United States.”
(Staub v. Baxley 355 US 313 (1958))

“A law cannot exceed the authority of the lawgiver. We have no more right to decline the exercise of jurisdiction which is given, than to usurp that which is not given. The one or the other would be treason to the constitution. The several state legislatures and judiciaries, are all bound by solemn obligation of an oath, to support the federal constitution;...willfully legislating in violation of that constitution...[is] guilty of perjury. [309]”
(United States v. Murdock 290 US 389 (1933))

So. Much for the BAR MORALITY CLAUSE! Bar members (i.e. engaging in the violation of the Separation of Powers Clause, as well as Articles I, II, and III of the United States Constitution) by enacting ILLEGAL and UNCONSTITUTIONAL STATUTES and then other BAR members (yourself included) enforcing these ILLEGAL and UNCONSTITUTIONAL STATUTES which it thereby enriches the BAR. The last time I looked I believe that fits the definition of EXTORTION, RACKETEERING, CONSPIRACY AGAINST RIGHTS, and DEPRIVATION OF RIGHTS UNDER COLOR OF LAW.

Likewise it should be noted that your Black robe and Title does not protect you from prosecution for engaging in such behavior!

It should be noted that since you are so apt at wanting to usurp the United States Constitution by exerting Unconstitutional STATUES on myself and other residents of South Carolina that you and your brethren of the BAR should take notice of:

“..statutes have been passed extending the courts of admiralty and vice-admiralty far beyond their ancient limits for depriving us the accustomed and inestimable privilege of trial by jury, in cases affecting both life and property To supersede the course of common law and instead thereof to publish and order the use and exercise of the law martial and for altering fundamentally the form of government established by charter. We saw the misery to which such despotism would reduce us.”

(Causes and Necessity of Taking Up Arms. (1775))

You, Mr. Griffith are engaging in the same actions that your BAR Organization already attempted some 243+ years ago against America! It didn't sit well with the American SOVEREIGNS then, and likewise, the American SOVEREIGNS are waking up and taking notice of the FRAUD(s) being perpetrated by the courts of today!

Chris Duke said it best!

Legality is the shelter for swindlers and thieves they make for themselves by passing statutes and acts. It is NOT law unless you consent to it.

(Chris Duke)

As noted STATUTUES are NOT LAW! They are in fact Corporate Policies for United States Citizens, i.e. corporate employees of the United States Corporation, nothing more, nothing less! Statutes do not apply to living breathing beings outside the scope of your corporation for which you work! If you don't believe me, I suggest you read *A Manual of Parliamentary Practice* by Thomas Jefferson! You will quickly note that a law cannot be law unless it meets TWO CONDITIONS:

1. It must be voted on by the People of each individual state, not the bar members who infiltrated the senate, the congress, and even the executive branches of government in violation of the Constitution itself, but by actual votes of the People; the same as what is noted during some election processes! i.e. it (the legislation) is put before THE SOVEREIGNS on that of a ballot!
2. It must not abridge any RIGHT(S) of any individual, i.e. a REPUBLIC is based on the individuals and their INDIVIDUAL GOD GIVEN RIGHTS, not MOB RULE!

If one studies History they will see in the days of old every law had to be voted on by the Sovereigns of each State (not by the Representatives, but the Sovereigns), then the Representatives would come together in Congress and Were to vote the WILL of the Sovereigns of their perspective Districts. Each Bill was to pass with 2/3rds Majority Vote! So each county and its districts would vote and each district would have to obtain 2/3rds vote, then the District Representatives would come together and Vote the Will of the Sovereigns in their Respective Districts (today we refer to these districts as counties). So, the Representatives of the 46 Counties of South Carolina would come together and vote the will of their individual counties. Now, if the legislation met the TWO CONDITIONS ABOVE, and 31 of the 46 counties voted favorably to the legislation then it would pass and go to the Governor's desk to be signed!

Likewise, if in passing a Federal Law it would get passed by the Senate or the Congress at the Federal Level, but then it had to be pushed down to the states for the Sovereigns to Vote on it. If it passed 2/3rds vote then it was handed back up to the Federal Government and then sent to the President for signing or VETO! Well, low and behold the BANKERS and the BAR figured out that they couldn't hide their FRAUD(S) from the Sovereigns in such a manner, as it was the LEGISLATION that was the main NEWS for which everyone would read! Thus, they stopped passing LAWS that way after they FRAUDULENTLY and UNCONSTITUTIONALLY established the United States Corporation in 1871 and quickly replaced the TRUE process for legislation to come into law and CODIFIED it as STATUTES.

Now, since they weren't passing LAWS, they could by-pass the SOVEREIGNS and keep their FRAUD(S) hidden from the PUBLIC! Thus, at this point the BAR and the BANKERS used ENCROACHMENT and INDOCTRINATION to hide the TRUTH from the Sovereign Americans! The SOVEREIGNS were told not to worry about the STATUTES as they only applied to the said Corporation in Washington D.C., then later they spread the BAR JUDGES Far and Wide across this country to implement these STATUTES by converting the legitimate REPUBLIC Government into the UNCONSTITUTIONAL CORPORATION calling itself the government today! That was the ENCROACHMENT PART, but the SOVEREIGNS still had to be dumbed down and reprogrammed (INDOCTRINATED) to believe that Bills became Laws without direct voting by the sovereigns. Thereby they took full control of the schools and made it part of the curriculum to show that only the Legislators did the voting, not the sovereigns as individuals! They even produced videos and took control of the media (PBS) to ingrain the FRAUD as being the TRUTH by TELEVISIONING "I'm just a Bill" which was nothing short of Brainwashing/INDOCTRINATION! This solved TWO issues for the FRAUDSTERS:

1. As the sovereigns would not read the legislation anymore, they wouldn't know what was within it.
2. Now that the Statutes were in place they started using the STATUTES against the public and kept referring to the Statutes as LAW, while knowing they were nothing more than that for which they really are (STATUTES)! (Corporate Policies)

The difference is that statutes are NOT PASSED in accordance with the required methods of being a REAL LAW. Thus, there was a REMEDY for this FRAUD and it was called **REBUTTAL!** However, over time with enough dumbing down of the population by the Stat Controlled (INDOCTRINATION) Education System for which they started believing that the Statutes were Law because the Police, and the BAR MEMBERS (Judges) kept stating they were Laws i.e. synonymous with each other while knowing the TRUTH that they are not; i.e. the BAR was in fact engaging in FRAUD against the American Sovereigns!

AS MORE PROOF THAT THE STATUTES THAT YOU REFERNECE ARE NONE APPLICABLE:

"The people have succeeded to the rights of the King, the former sovereign of this State. They are not, therefore, bound by general words in a statute restrictive of prerogative, without being expressly named. E.g., the Insolvent Law."

(THE PEOPLE v. HERKIMER, Gentleman, one, &c - 4 Cowen 345; 1825 N.Y. LEXIS 80)

Likewise, Statutory Civil Law is Law for Government and Not Private Persons

"Under basic rules of construction, statutory laws enacted by legislative bodies cannot impair rights given under a constitution. 194 B.R. at 925. "

In re Young, 235 B.R. 666 (Bankr.M.D.Fla., 1999)

And Last but not Least let us reference the Supreme Court itself on this matter of who the STATUTES are applicable to:

"The individual may stand upon his constitutional rights as a citizen. He is entitled to carry on his private business in his own way[unregulated by the government]. His power to contract is unlimited. He owes no duty to the State or to his neighbor to divulge his business, or to open his doors to an investigation, so far as it may tend to criminate him. He owes no such duty to the State, since he receives nothing therefrom, beyond the protection of his life and property. His rights are such as existed by the law of the land long antecedent to the organization of the State, and can only be taken from him by due process of law, and in accordance with the Constitution. Among his rights are a refusal to incriminate himself, and the immunity of himself and his property from arrest or seizure except under a warrant of the law. He owes nothing to the public [including so - called "taxes" under Subtitle A of the I.R.C.] so long as he does not trespass upon their rights."
(Hale v. Henkel, 201 U.S. 43, 74 (1906))

Thus, as anyone with COMMON SENSE can see the STATUTES that you refer to only apply to those who work for UNITED STATES CORPORATION! As I am not a United States Citizen, but am in fact an American Citizen. Likewise, I was not born in South Carolina nor am I an employee of your corporation, your cited STATUTUES are hereby REBUTTED!

Thus, as stated your logic and use of law to deprive me of my RIGHT for Mr. Watters to Represent me in my Litigation Matter before the Court is, and was, both unlawful and unconstitutional, as my power to contract is unlimited, and I contracted via Power of Attorney from which you took and did not return during the Motions Hearing on 5 June 2018. Let it be known that you not only Deprived me of my RIGHT, but also engaged in utilizing a STATUTE for which does not, and never did, apply to me; as I am not an employee of the United States Corporation for which they were derived!

“State Citizenship is a vested substantial property right, and the State has no power to divest or impair these rights.”

(Favot v. Kingsbury, (1929) 98 Cal. App. 284, 276 P. 1083)

Likewise, one must remember that just because Members of the BAR got together and concocted legislation, does not mean that I consented to it:

"There, every man is independent of all laws, except those prescribed by nature. He is not bound by any institutions formed by his fellowmen without his consent."

(CRUDEN v. NEALE, 2 N.C. 338 (1796) 2 S.E. 70.)

I believe that the Dissenting opinion by Justice Marshall Harlan in *Downes v. Bidwell* 182 U.S. 244 clarified it quite well!

“Eliminating, then, from the opinions of this court all expressions unnecessary to the disposition of the particular case, and gleaned therefrom the exact point decided in each, the following propositions may be considered as established:

(That the District of Columbia and the territories are not states within the judicial clause of the Constitution giving jurisdiction in cases between citizens of different states) and;

(That the territories are not within the clause of the Constitution providing for the creation of a supreme court and such inferior courts as Congress may see fit to establish.)”

Thereby “Two national governments exist, one to be maintained under the Constitution, with all its restrictions, the other to be maintained by Congress outside and independently of that instrument.”

I hereby await for you to reconsider your ruling in regards to DEPRIVING me of my RIGHT to choose who I deem appropriate to Represent myself as Counsel in this matter before the Court; and uphold your supposed Oath to the United States Constitution!

RECONSIDERATION & COMPEL

(INTERROGATIVES)

Your Honor Stated “The Defendant argued that the Plaintiff had failed to provide answers to the Defendant’s interrogatories and the request for production. In this matter, the Defendant has never filed an answer and was in default at the time of the first hearing. When a defendant fails to deny an allegation, the allegation is admitted. Rule 8(d)SCRCP. The Defendant has not contested signing the Note and Mortgage or the default in payment. “Generally, the party seeking foreclosure has the burden of establishing the existence of the debt and the mortgagor’s default of that debt.” Bank of America v. Draper, 405 S.C. 214, 746 S.E. 2d 478 (2013). The Plaintiff has already established the existence of the Note and Mortgage. The Defendant has never pled any defense contesting those documents or the breach of the terms of the agreement. The remaining issue for the Plaintiff should be provided the name and information of the witness who will testify at the damages portion of the next hearing. The Plaintiff has already produced numerous documents as shown on the attached exhibit 1 to this order.”

Thus, let us DISECT this statement and ascertain the TRUTH, for which is what a TRIAL/HEARING is supposed to be all about!

It is stated that myself, the DEFENDANT, never filed an answer and was in default at the time of the FIRST hearing. Thus, you, the Judge have asserted Rule 8(d)SCRCP as being applicable against me. For everyone who reads this let it be known that you, the Judge of the said Court for which I believed to be legitimate, knew that I knew nothing of Law at the time; which brings us to THREE Points of LAW:

1. How can I answer anything, when still to this day I do not know that for which I was supposed to have ANSWERED from the said Plaintiff in the first place? **It is noted that just prior to the First Hearing I was being represented by a MEMBER of the BAR in a bankruptcy! Thus, any and all paperwork was done through him. Thus, your claim directly against me is in error as it was a member of your association, for which you belong, that did not file or respond to your stated claim!**
2. By your argument, your HONOR, that I should be held accountable to Rule 8(d)SCRCP is contradictive as to PRECEDENCE; as put forth and proven with Case Law, as you will find stated below these THREE POINTS. Likewise, as noted, I filed my MOTIONS Pro Propria where as you are fully cognizant of the FACT of LAW that such pleadings, and the individual making the pleadings, are NOT to be held to the same high standards of perfection as that of practicing lawyers!
3. That my lack of knowledge of the LAW, and your proclaimed knowledge of the law, does not give you latitude to disregard the FACT that the Plaintiff has and had a Judicial **DUTY to DISCLOSE**, i.e. Provide the Information and Documents that was not only requested via Interrogatories and Discoveries but also for which I was, and am, entitled without such LEGAL INTERACTION as stipulated under FRCP26.

Can you please show me, in law, your HONOR, where I am to be held in such high-standard of law as that of an Attorney while at the same time you bestow the PRIVILEGE of the Lawyer/Attorney hired on behalf of Bank of America to be held to absolutely NO STANDARD of Legal Conduct?

In finding plaintiff's complaint legally sufficient, Supreme Court found that pro se pleadings should be held to "less stringent standards" than those drafted by attorneys.

Haines v. Kerner, 404 U.S. 520 (1971)

Likewise, See:

Haines v. Kerner 92 Sct 594;
Power 914 F2d 1459 (11th Cir1990);
Hulsey v. Ownes 63 F3d 354 (5th Cir 1995);
Hall v. Bellmon 935 F.2d 1106 (10th Cir. 1991)
Puckett v. Cox, 456 F2d 233 (1972 Sixth Circuit USCA).

"The Federal Rules rejects the approach that pleading is a game of skill in which one misstep by counsel may be decisive to the outcome and accept the principle that the purpose of pleading is to facilitate a proper decision on the merits." According to Rule 8(f) FRCP and the State Court rule which holds that all pleadings shall be construed to do substantial justice."
Justice Black in Conley v. Gibson, 355 U.S. 41 at 48 (1957)

It is amazing how your Honor has grasped at Rule 8(d) to justify the Lack of Accountability that you have bestowed upon the Plaintiffs (Member of the BAR) as demonstrated by his WILLFUL DISOBEDIENCE TO THE RULES OF CIVIL PROCEDURE! I also might state that the action of your HONOR can only be seen as not only BIAS, most probably COMPLICITNESS in the Legal Sleaze Tactics that has and is being employed/utilized by the Plaintiff's Lawyer/Attorney

Likewise, you as a judge have implied that the Plaintiff does not have to adhere or act in accordance with FRCP 26 due to the mere fact that you deemed that I had failed to respond, when the fact is it was one of your members of your association (BAR) that failed, if it was anyone! Thus, you are trying to hold me accountable for the action of a member of the BAR! Thereby, it seems to anyone with COMMON SENSE that the Pro Propria in this issue is being held to higher standard of law than that of your brethren of the BAR, for which you have claimed to be a **LICENSED LAW PROFESSIONAL!**

Judge Griffith will you please provide the LAW that exempts the Plaintiff's Lawyer/Attorney from adhering to FRCP 26, as written! You have claimed or have excused the said actions of the member of the BAR adhering to the Rules of Civil Procedure in regards to Interrogatories and Document Discovery Requests based upon myself having not filed a Motion to Compel. Let it be known that myself while being unlearned in law see absolutely no Rule of Law that states a Party may disregard answering Interrogatives and Discovery Requests by the opposition Party unless the DEFENDANT has filed a Motion to Compel! As you have made this assertion in this the case, please show me within the Rules of Civil Procedure that FRCP 26 does not apply unless the opposition party files a Motion to Compel. As far as I can tell each Rule is written to stand on its own unless so stated as an exemption within said Rule. Thus, to imply the reasoning that the Plaintiff need not to adhere to FRCP26 merely because I have as of yet to file a Motion to Compel is an error at best, and complicity of your Honor in the actions of the Plaintiff at worst!

Likewise, let it be known to all who read this that I was unaware that I had to file a Motion to Compel, because I believed I was providing motions sufficient to support the dismissal of the case based upon the MERIT of FACT; one fact being the malicious and willful non-adherence by the Plaintiff to provide the information and documentation as requested by myself, the defendant!

Let it also be known that you have claimed that myself as the Defendant has not contested signing the Note and Mortgage or the default in payment. Once again you are being deceitful in your conjectured statement. You know quite well, that while I do not contest signing "A" PROMISSORY NOTE, I did and do however contest as to whether the PROMISSORY NOTE before the Court is the Original Note for which I did sign, and likewise denote that even if it may be found to be the original, it was already used by the bank when they credited their Demand Deposit Account in my name without my consent or knowledge! As noted a Debt instrument can only be used once, and since the Bank in question used my said Promissory Note as a DRAFT thereby crediting an account with an asset equal to the amount of proclaimed loan then at that Specific Point in time the Bank was Paid in Full! Your reply, your HONOR, was that the said note was the original because you yourself had stamped it with your green stamp!

However, the last time I checked you as a JUDGE cannot act as an EXPERT WITNESS, as that of a Document Authentication Expert, on behalf of the Plaintiff and still be allowed to also be the JUDGE as that is a Direct CONFLICT OF INTEREST! Thus, your green stamp holds NO water as an authentication method of any document; it only substantiates or denotes what document has been submitted before the court! Likewise, Bank of America has been found in a substantial number of cases to have engaged in Forging Documents in reference to Mortgage Foreclosures.

I refer you to: Case# 302011004500819 – CU-MT-CXC

For which was just one of the Banks engaged in forging documents. The other Players were:

Citibank: Case # BC452265

Chase: Case # BC452262

Wells Fargo/Wachovia: Case # BC 452264

GMAC: Case # BC452263

Indymac/One West: Case # BC452266

The following was reported by the Associated Press: <https://bankfraud.wordpress.com/>

Date: Tuesday, March 22, 2011

This Report stated as follows:

“As a result of the recent investigation launched by the Florida attorney general’s office, bank of America, GMAC bank, JP Morgan chase, and others, have all been found guilty of foreclosure fraud.

Depositions by the banks employees revealed that the banks have been forging, falsifying, and fabricating documents in order to foreclose on millions of homes owned by unsuspecting American homeowners.”

Likewise it also ascertained “To add to this disgusting, and arrogant display of lawlessness by the banks, nothing has been done by The Justice Department, or any other Federal Officials in the way of civil or criminal charges against the banks, until now.”

Let us also take notice of their comments:

“As bank fraud has already proved to be pervasive, let’s hope that this task force has the political will and integrity to prosecute the banks, and the corrupt attorneys who represent them.”

These are essentially mortgages that the banks knew they did not own, but were willing to break the law in order to put homeowners out on the streets to satisfy their insatiable greed for even more money.

In spite of clear and convincing documented evidence, in the forms of deposition testimony by bank employees, the banks have been carrying on as if nothing ever happened, and federal officials have seemingly given them the green light to continue to break the law with impunity.”

Need I say more? Just send me notice of how many more reports that acknowledge the fact that the BANKS are engaging in the ILLEGAL action of FORGING DOCUMENTS! I have at least 20 available and on hand, but in TRUTH there has been so much Public Exposure to this FACT that it forced ALL 50 State Attorney Generals to engage in a Lawsuit against the BANKS!

However, your claim is that because you stamped the document presented to you, by the Lawyer/Attorney representing the Bank of America, that that in itself makes the document in question authenticated and declared the original document in question!

As noted, all these cases where the banks were engaged in forging documents to prove ownership, the said documents were provided to Judges just like you; by that of members of the BAR representing the said banks.

These individuals submitting the documents to the judges were none other than those calling themselves Attorneys and Lawyers; who are claimed to have MORALITY as that is a supposed to be a stipulation of gaining entrance to the BAR!

Do I to remind your HONOR of Rule 901 (AUTHENTICATING or IDENTIFYING EVIDENCE)?

FRE, Federal Rules of Evidence, Rule 901(a) In General. To satisfy the requirement of authenticating or identifying an item of evidence, **the proponent must produce evidence sufficient to support a finding that the item is what the proponent claims it is.** By yourself refusing to have the Plaintiff adhere to yet another Rule of Civil Procedure, you have engaged in Depriving me Due Process as it negates my RIGHT to challenge that which authenticates the said document for which you yourself have claimed to authenticated by YOU; and for which as stated you have no Certification to Affirm yourself a Document Authentication Expert. But, then again will you continue to pervert the LAW by claiming/usurping the power to proclaim it is not a **CONFLICT OF INTEREST**, to engage in such action when to anyone and everyone with COMMON SENSE it is clearly OBVIOUS?

Now, I requested as such in open court during the Motions Hearing and you refused to have the Plaintiff produce any evidence that substantiates the Note and Mortgage in question as the Original. What you did was engage yourself as a Lawyer/Attorney on behalf of the Plaintiff and declared the document to be the original based merely on the fact that YOU declared it so, despite opposition by myself which requires that the Plaintiff provide PROOF of its authenticity! As also noted in the Motion to Dismiss it clarified this as such. As noted a FULL CHAIN OF TITLE must be produced to show that not only is the signature on the said document NOT A FORGERY, but also establish that the said document from day has never been out of possession of the Plaintiff for which the document may have been altered!

As already previously stated a lot of this could be established or disproven with and or by the information and documents that you have taken upon yourself to deprive me from obtaining from the Plaintiff in regards to my defense!

Thus, you have taken upon yourself to be not only be the Judge in this said case but also the role of the Plaintiff's Lawyer/Attorney! CAN WE SAY CONFLICT OF INTEREST?

As noted In my Interrogatories and Document Discovery Request I was denied ALL Names, addresses and information to anyone and everyone who was involved with this said mortgage and loan, from the beginning to the very end.

Thus, how is a DEFENDANT to have a FAIR and HONEST hearing/trial when the Judge, THAT WOULD BE YOU - YOUR HONOR, stipulates by his actions that I was never entitled that Information and Documents requested via Interrogatories and Document Discovery, much less the same information verbatim is inclusive in Rule FRCP26 without even my need to request it?

Your claim, being the judge, is that since I did not file a Motion to Compel this allows the Plaintiff to disregard the Rules of Civil Procedure with immunity? Please, Judge Griffith, for the readers of this Motion please enlighten us with the RULE of LAW that substantiates your REASONING!

This brings us to the next LIE by that of your HONOR where you claim that I have NOT CONTESTED the DOCUMENTS or BREACH of the terms of the agreement. For you make such claims when this was layed out within the Motion(s) to Dismiss implies that you were either derelict in your duties as you refused to read the motions in their entirety or your refusal to acknowledge this FACT that was contested wholly within the Motions! Do note, that a copy of this Motion in its entirety and the Motion to Dismiss is and will be furnished to the media, the Governor, and likewise the appropriate committees, agencies, and authorities at the State and Federal Level to address the actions taking place within the court for which you preside! This is not a threat; this is merely a statement of fact, as you have proven yourself biased not only in the application of law but also in depriving myself of a FAIR and HONEST hearing! As I stated, I am going to fight for my home and if I have to blow this ISSUE up and expose the FRAUD before ALL America, I will do so!

This brings us to the last sentence of “The Plaintiff has already produced numerous documents as shown on the attached exhibit 1 to this order.”

Again, I see you the Judge engaging in the action of “PURE SPIN!”

You once, again tried to DEFEND the Plaintiff’s ACTION of NON ADHERANCE to the Rules of Civil Procedure in regard to the production as put forth in the foresaid Interrogatories and Document Discovery, much less the general Rule itself of FRCP 26, by covering up the TRUTH!

Thus, let us look at your SPIN as you claim “The Plaintiff has already produced numerous documents as shown on the attached exhibit 1 to this order.” **As noticed you never referenced what was requested in comparison to that was produced, nor mentioned the fact of the blank pages, repeated copies, and blacked out information if not whole documents for which was provided me instead of what I actually requested! Instead you tried to claim on behalf of the Plaintiff that I have received most, if not all, of the documents concerning the foreclosure action, which is an out-right LIE; this is also known as PERJURY!!**

First Let us establish that to which I as a DEFENDANT am ENTITLED to be provided by the PLAINTIFF; not upon his decision but in accordance with the Rules of Civil Procedure:

Rule 26. Duty to Disclose; General Provisions Governing Discovery

(a) Required Disclosures.

(1) *Initial Disclosure.*

(A) *In General.* Except as exempted by Rule 26(a)(1)(B) or as otherwise stipulated or ordered by the court, **a party must, without awaiting a discovery request**, provide to the other parties:

(i) the name and, if known, the address and telephone number of each individual likely to have discoverable information—along with the subjects of that information—that the disclosing party may use to support its claims or defenses, unless the use would be solely for impeachment;

(ii) a copy—or a description by category and location—of all documents, electronically stored information, and tangible things that the disclosing party has in its possession, custody, or control and may use to support its claims or defenses, unless the use would be solely for impeachment;

(iii) a computation of each category of damages claimed by the disclosing party—who must also make available for inspection and copying as under Rule 34 the documents or other evidentiary material, unless privileged or protected from disclosure, on which each computation is based, including materials bearing on the nature and extent of injuries suffered; and

(iv) for inspection and copying as under Rule 34, any insurance agreement under which an insurance business may be liable to satisfy all or part of a possible judgment in the action or to indemnify or reimburse for payments made to satisfy the judgment.

(B) *Proceedings Exempt from Initial Disclosure.* The following proceedings are exempt from initial disclosure:

(i) an action for review on an administrative record;

(ii) a forfeiture action in rem arising from a federal statute;

(iii) a petition for habeas corpus or any other proceeding to challenge a criminal conviction or sentence;

(iv) an action brought without an attorney by a person in the custody of the United States, a state, or a state subdivision;

(v) an action to enforce or quash an administrative summons or subpoena;

(vi) an action by the United States to recover benefit payments;

(vii) an action by the United States to collect on a student loan guaranteed by the United States;

(viii) a proceeding ancillary to a proceeding in another court; and

(ix) an action to enforce an arbitration award.

(b) Discovery Scope and Limits.

(1) Scope in General. Unless otherwise limited by court order, the scope of discovery is as follows: Parties **may obtain discovery regarding any nonprivileged matter that is relevant to any party's claim or defense** and proportional to the needs of the case, considering the importance of the issues at stake in the action, the amount in controversy, the parties' relative access to relevant information, the parties' resources, the importance of the discovery in resolving the issues, and whether the burden or expense of the proposed discovery outweighs its likely benefit. **Information within this scope of discovery need not be admissible in evidence to be discoverable**

So, now that we understand the Rules of what the Plaintiff is to produce, even without said submission by myself to them of Interrogatories and Document Discovery Requests, let us view what I requested, what was provided, and where you refused to address the Plaintiff's NON ADHERANCE to the Rules of Civil Procedure!

Likewise, we must establish your exact statement in your RULING in regards to this matter: You wrote, and I quote **"The Defendant did not file a Motion to Compel¹. She filed a Motion to Dismiss. Based on the pleadings and the documents produced (based on the DVD provided at the hearing), the Plaintiff has produced most, if not all, of the documents concerning the foreclosure action.² As stated above, the Defendant did not file any discovery prior to the first hearing.³ She did not object to the original Note being produced or the documents that were e-filed.⁴ Her request to cross-examine a witness about the amount of the debt was granted and the hearing was continued to have a witness appear to testify about the total debt.⁵"**

I numbered the statements so that we may address them one-by-one!

1. **The Defendant did not file a Motion to Compel** Please, your honor show me within the Rule, as I even took the liberty of providing you, where it states that Rule FRCP 26 (a) only applies if I, the Defendant files a Motion to Compel!
2. Based on the pleadings and the documents produced (based on the DVD provided at the hearing), the **"Plaintiff has produced most, if not all, of the documents concerning the foreclosure action."** After the listing of the 5 points in question, let us take a look at what you claim is most, if not all, of the documents concerning the foreclosure action!
3. I have no knowledge of law therefore I did not understand that I was supposed to file for discovery, much less understand how to engage such action! Likewise, in accordance with FRCP 26(a) the plaintiff was to provide information and documents even without such a motion; as such do you deny this FACT? **THEY HAD/HAVE a DUTY to DISCLOSE!**

4. You once again proclaim the said note in question to be the original despite the fact that no authentication as such or a Complete Title Chain has been given, despite the fact that I have contested it. Did I do so before the First Hearing, "NO" as I didn't know I could or even how to do as such! Thus, my lack of knowledge of law should be used against me to deprive me of a Fair and Honest Hearing? REALLY?
5. There can be no individual produced by the Plaintiff in accordance with law, as the Plaintiff asserted UNDER SWORN TESTIMONY (INTERROGATIVE) that no such individual, much less any documents exist to be used a WITNESS! Thereby, any production of a witness is an act of PERJURY, and I will file criminal charges against you if you refuse to charge the PLAINTIFF accordingly! The first time the Plaintiff produces a witness in court I will object; enter into evidence the Interrogatories and bring criminal charges against the plaintiff, and likewise yourself if you allow such action within the court! As stated, this is not a threat, this is just a statement of fact!

let us, now, take a look at what you claim is most, if not all, of the documents concerning the foreclosure action being provided! AN OUTRIGHT LIE!!!

THIS WAS PERJURY ON A LEGAL DOCUMENT

INTERROGATORY 1: Please identify each person who answers these interrogatories and each person (attach pages if necessary) who assisted, including attorneys, accountants, employees of third party entities, or any other person consulted, however briefly, on the content of any answer to these interrogatories.

Was this INFORMATION provided to the DEFENDANT as shown on Page 5 of the ORDER as you, Judge Griffith have proclaimed that "the Plaintiff has produced most, if not all, of the documents concerning the foreclosure action? **Answer = "NO"**

Please Judge; show me within your exhibit where these names and information has been provided by that of the Bank for you yourself has made the claim that "most, if not all of the documents" for which I am entitled to take possession of in regards to reaffirming my defense has been provided!

Am I, and was I not entitled to this information in accordance with FRCP 26?

As noted, **NO NAMES of anyone, on any of the Interrogatories was provided!**

Likewise, the response of the said plaintiff was "objecting to answer on the grounds that it is vague, overly broad, ambiguous, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence."

Forgive me if I am wrong Judge Griffith, but did you not allow the Plaintiff's Attorney to engage in the Obstruction of Justice by letting them refuse to adhere to the Rules of Civil Procedure?

Is FRCP 26(b) Discovery Scope and Limits. **Not clear?**

- (1) Scope in General. Unless otherwise limited by court order, the scope of discovery is as follows: Parties may obtain discovery regarding **any** nonprivileged matter that is relevant to any party's claim or defense and proportional to the needs of the case, considering the importance of the issues at stake in the action, the amount in controversy, the parties' relative access to relevant information, the parties' resources, the importance of the discovery in resolving the issues, and whether the burden or expense of the proposed discovery outweighs its likely benefit. **Information within this scope of discovery need not be admissible in evidence to be discoverable.**

Likewise, FRCP 26(a)(i)

As noted: FRCP 26(a)(1)(A) as provided to you, above:

(1) Initial Disclosure.

(A) In General. Except as exempted by Rule 26(a)(1)(B) or as otherwise stipulated or ordered by the court, **a party must, without awaiting a discovery request, provide to the other parties:**

- (i) **the name and, if known, the address and telephone number of each individual likely to have discoverable information—along with the subjects of that information—that the disclosing party may use to support its claims or defenses, unless the use would be solely for impeachment**

Do you as a Judge deny or dispute that the Plaintiff was to provide to me the Defendant the above requested information even without an Interrogatory?

Thus, this action was WILFFUL and with INTENT to direct disobedience to the Law (Rules of Civil Procedure)!

INTERROGATORY 2: For each of the above persons please state whether they have personal knowledge regarding the subject loan transaction.

Was this INFORMATION provided to the DEFENDANT as shown on Page 5 of the ORDER as you, Judge Griffith have proclaimed that "the Plaintiff has produced most, if not all, of the documents concerning the foreclosure action? **Answer = "NO"**

Please Judge; show me within your exhibit where these names and information has been provided by that of the Bank for you yourself has made the claim that "most, if not all of the documents" for which I am entitled to take possession of in regards to reaffirming my defense has been provided!

Am I, and was I not entitled to this information in accordance with FRCP 26?

As noted, NO NAMES of anyone, nor anyone's knowledge was provided regarding the subject loan transaction, much less provided in response to this Interrogatory!

Likewise, the response of the said plaintiff was **"objects to this interrogatory on the grounds that it is not reasonably calculated to lead to the discovery of admissible evidence."**

Forgive me if I am wrong Judge Griffith, but did you not allow the Plaintiff's Attorney to engage in the Obstruction of Justice by letting them refuse to adhere to the Rules of Civil Procedure?

Is FRCP 26(b) Discovery Scope and Limits. **Not clear?**

(1) Scope in General. Unless otherwise limited by court order, the scope of discovery is as follows: Parties may obtain discovery regarding any nonprivileged matter that is relevant to any party's claim or defense and proportional to the needs of the case, considering the importance of the issues at stake in the action, the amount in controversy, the parties' relative access to relevant information, the parties' resources, the importance of the discovery in resolving the issues, and whether the burden or expense of the proposed discovery outweighs its likely benefit. **Information within this scope of discovery need not be admissible in evidence to be discoverable.**

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(1) Initial Disclosure.

(A) In General. Except as exempted by Rule 26(a)(1)(B) or as otherwise stipulated or ordered by the court, a party must, without awaiting a discovery request, provide to the other parties:

(i) the name and, if known, the address and telephone number of each individual likely to have discoverable information—along with the subjects of that information—that the disclosing party may use to support its claims or defenses, unless the use would be solely for impeachment

Do you as a Judge deny or dispute that the Plaintiff was to provide to me the Defendant the above requested information even without an Interrogatory?

Thus, this action was WILFFUL and with INTENT to direct disobedience to the Law (Rules of Civil Procedure)!

INTERROGATORY 3: Please state the date of first contact between Bank of America and the borrower in the subject loan transaction, the name, address and telephone number of the person(s) in your company/corporation who was/were involved in that contact.

Was this INFORMATION provided to the DEFENDANT as shown on Page 5 of the ORDER as you, Judge Griffith have proclaimed that “the Plaintiff has produced most, if not all, of the documents concerning the foreclosure action? **Answer = “NO”**

Please Judge; show me within your exhibit where these names and information has been provided by that of the Bank for you yourself has made the claim that “most, if not all of the documents” for which I am entitled to take possession of in regards to reaffirming my defense has been provided!

Am I, and was I not entitled to this information in accordance with FRCP 26?

As noted, NO NAMES of anyone, nor anyone’s contact information, was provided regarding the subject loan transaction, much less provided in response to this Interrogatory!

Likewise, the response of the said plaintiff was “objects to this interrogatory on the grounds that it is not reasonably calculated to lead to the discovery of admissible evidence.”

Forgive me if I am wrong Judge Griffith, but did you not allow the Plaintiff’s Attorney to engage in the Obstruction of Justice by letting them refuse to adhere to the Rules of Civil Procedure?

Is FRCP 26(b) Discovery Scope and Limits. Not clear?

DOES THE RULES OF LAW NOT APPLY TO MEMBERS OF THE BAR?

(1) Scope in General. Unless otherwise limited by court order, the scope of discovery is as follows: Parties may obtain discovery regarding any nonprivileged matter that is relevant to any party's claim or defense and proportional to the needs of the case, considering the importance of the issues at stake in the action, the amount in controversy, the parties’ relative access to relevant information, the parties’ resources, the importance of the discovery in resolving the issues, and whether the burden or expense of the proposed discovery outweighs its likely benefit. Information within this scope of discovery need not be admissible in evidence to be discoverable.

Likewise, FRCP 26(a)(i)

As noted: FRCP 26(a)(1)(A) as provided to you, above:

(1) Initial Disclosure.

(A) In General. Except as exempted by Rule 26(a)(1)(B) or as otherwise stipulated or ordered by the court, a party must, without awaiting a discovery request, provide to the other parties:

(i) the name and, if known, the address and telephone number of each individual likely to have discoverable information—along with the subjects of that information—that the disclosing party may use to support its claims or defenses, unless the use would be solely for impeachment

Do you as a Judge deny or dispute that the Plaintiff was to provide to me the Defendant the above requested information even without an Interrogatory?

Thus, this action was WILFFUL and with INTENT to direct disobedience to the Law (Rules of Civil Procedure)!

INTERROGATORY 4: Please identify every potential party to this lawsuit:

Was this INFORMATION provided to the DEFENDANT as shown on Page 5 of the ORDER as you, Judge Griffith have proclaimed that “the Plaintiff has produced most, if not all, of the documents concerning the foreclosure action? **Answer = “NO”**

Please Judge; show me within your exhibit where these names and information has been provided by that of the Bank for you yourself has made the claim that “most, if not all of the documents” for which I am entitled to take possession of in regards to reaffirming my defense has been provided!

Am I, and was I not entitled to this information in accordance with FRCP 26?

According to you, as evidenced in the Motions Hearing, all evidence showing someone else owns the loan is to be withheld from the case as evidence!

CAN YOU EXPLAIN TO THE RESIDENTS OF SOUTH CAROLINA WHY?

As noted, NO NAMES of anyone, nor anyone’s contact information, was provided regarding the subject loan transaction, much less provided in response to this Interrogatory!

Likewise, the response of the said plaintiff was “**objects to this interrogatory on the grounds that it is not reasonably calculated to lead to the discovery of admissible evidence.**”

Forgive me if I am wrong Judge Griffith, but did you not allow the Plaintiff’s Attorney to engage in the Obstruction of Justice by letting them refuse to adhere to the Rules of Civil Procedure?

Despite yourself having been presented screenshots from MERS showing SEVEN, I repeat SEVEN other Loans and Mortgages attached the address in question, all of which were originated while Bank of America claims they were in possession of my said mortgage and note gives a clear indication of FRAUD! One of those SEVEN, was originated by Bank of America itself! Likewise, you were provided a screenshot showing Fannie Mae OWNS the LOAN. Let it be known that rather address this fact you yourself tried to discard the evidence so that you yourself you be justified in refusing myself the DEFENDANT from being provided the documents and information requested; which happens to include the identification of every party potential to this said lawsuit! Was and is Bank of America the SERVICER for Fannie Mae? IF so I have the Right to know because it opens the door immensely on FRAUD of said Mortgage Contract and FRAUD UPON THE COURT!

Likewise, take notice that I have an email in my possession from the Fannie Mae's Ethics Department which states clearly that Fannie Mae owns the LOAN in question, as well, now! Thus, do I need to subpoena them for this case, before you will STOP THE FRAUD UPON THE COURT?

Is FRCP 26(b) Discovery Scope and Limits. **Not clear?**

(1) Scope in General. Unless otherwise limited by court order, the scope of discovery is as follows: Parties **may obtain discovery regarding any nonprivileged matter that is relevant to any party's claim or defense** and proportional to the needs of the case, considering the importance of the issues at stake in the action, the amount in controversy, the parties' relative access to relevant information, the parties' resources, the importance of the discovery in resolving the issues, and whether the burden or expense of the proposed discovery outweighs its likely benefit. **Information within this scope of discovery need not be admissible in evidence to be discoverable.**

Likewise, FRCP 26(a)(i)

As noted: FRCP 26(a)(1)(A) as provided to you, above:

(1) Initial Disclosure.

(A) In General. Except as exempted by Rule 26(a)(1)(B) or as otherwise stipulated or ordered by the court, a party must, without awaiting a discovery request, provide to the other parties:

(i) the name and, if known, the address and telephone number of each individual likely to have discoverable information—along with the subjects of that information—that the disclosing party may use to support its claims or defenses, unless the use would be solely for impeachment

Do you as a Judge deny or dispute that the Plaintiff was to provide to me the Defendant the above requested information even without an Interrogatory? Thus, this action was WILFFUL and with INTENT to direct disobedience to the Law (Rules of Civil Procedure)!

INTERROGATORY 5: Please identify the person(s) involved in the underwriting of the subject loan. "Underwriting" refers to any person who made, representations evaluations, or appraisals of value of the home, value of the security instruments, and ability of the borrower to pay.

Was this INFORMATION provided to the DEFENDANT as shown on Page 5 of the ORDER as you, Judge Griffith have proclaimed that "the Plaintiff has produced most, if not all, of the documents concerning the foreclosure action? **Answer = "NO"**

Likewise, was the Defendant already entitled this information in accordance with FRCP 26? Answer = "YES"

Please Judge; show me within your exhibit where these names and contact information has been provided by that of the Bank for you yourself has made the claim that “most, if not all of the documents” for which I am entitled to take possession of in regards to reaffirming my defense has been provided!

Am I, and was I not entitled to this information in accordance with FRCP 26?

As noted, NO NAMES of anyone, nor anyone’s contact information was provided regarding the subject loan transaction, much less provided in response to this Interrogatory!

Likewise, the response of the said plaintiff was “**objects to this interrogatory on the grounds that it is not reasonably calculated to lead to the discovery of admissible evidence.**”

Forgive me if I am wrong Judge Griffith, but did you not allow the Plaintiff’s Attorney to engage in the Obstruction of Justice by letting them refuse to adhere to the Rules of Civil Procedure?

Is FRCP 26(b) Discovery Scope and Limits. Not clear?

(1) Scope in General. Unless otherwise limited by court order, the scope of discovery is as follows: Parties may obtain discovery regarding any nonprivileged matter that is relevant to any party's claim or defense and proportional to the needs of the case, considering the importance of the issues at stake in the action, the amount in controversy, the parties’ relative access to relevant information, the parties’ resources, the importance of the discovery in resolving the issues, and whether the burden or expense of the proposed discovery outweighs its likely benefit. **Information within this scope of discovery need not be admissible in evidence to be discoverable.**

Likewise, FRCP 26(a)(i)

As noted: FRCP 26(a)(1)(A) as provided to you, above:

(1) Initial Disclosure.

(A) In General. Except as exempted by Rule 26(a)(1)(B) or as otherwise stipulated or ordered by the court, **a party must, without awaiting a discovery request, provide to the other parties:**

(i) the name and, if known, the address and telephone number of each individual likely to have discoverable information—along with the subjects of that information—that the disclosing party may use to support its claims or defenses, unless the use would be solely for impeachment

Do you as a Judge deny or dispute that the Plaintiff was to provide to me the Defendant the above requested information even without an Interrogatory? Thus, this action was WILFFUL and with INTENT to direct disobedience to the Law (Rules of Civil Procedure)!

From here on out, until the completion of the INTERROGATORIES I will not be providing reference to the same Rules of Law over and over again, instead I’ll comment “SEE the Rules of Law”

INTERROGATORY 6: Please identify any person(s) who had any contact with any person or third party regarding the monetizing of the Defendant's "Signature", as well as: securitization, sale, transfer, assignment, hypothecation of any document or agreement, oral, written or otherwise, that would affect the funding, closing or the receipt of money from a third party in a transaction that referred to the subject loan.

Was this INFORMATION provided to the DEFENDANT as shown on Page 5 of the ORDER as you, Judge Griffith have proclaimed that "the Plaintiff has produced most, if not all, of the documents concerning the foreclosure action? **Answer = "NO"**

Likewise, was the Defendant already entitled this information in accordance with FRCP 26? Answer = "YES"

Please Judge; show me within your exhibit where these names and contact information has been provided by that of the Bank for you yourself has made the claim that "most, if not all of the documents" for which I am entitled to take possession of in regards to reaffirming my defense has been provided!

Am I, and was I not entitled to this information in accordance with FRCP 26?

SEE the Rules of Law

As noted, NO NAMES of anyone, nor anyone's contact information was provided in regards to securitization and monetization of which was NOT DISCLOSED TO ME!

Likewise, the response of the said plaintiff was "objects on the grounds that it is vague, ambiguous, overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence."

Forgive me if I am wrong Judge Griffith, but did you not allow the Plaintiff's Attorney to engage in the Obstruction of Justice by letting them refuse to adhere to the Rules of Civil Procedure?

It is of note that when objects to an Interrogative they must us specificity in regards to the objection. i.e. how, what, when, where, why such Interrogative is being objected... not some vague objection!

As noted the securitization and monetization are both in reference to FRAUD and Lack of the required Full Disclosure as I, the DEFENDANT, never agreed to either action within the Promissory Note nor the Mortgage. Thus, anyone involved directly with the process is subject to subpoena in order to ascertain the TRUTH; you know that pesky thing in which it supposed to be the reason for the trial!

Likewise, as noted the information requested is very specific to the LOAN PROCESS as it applies directly to only the property in question and the processes of securitization and monetization of the Promissory Note and Mortgage for which was never disclosed to nor agreed to by me (the defendant)!

Thus, this action of refusal to answer was WILFFUL and with INTENT to direct disobedience to the Law (Rules of Civil Procedure)!

INTERROGATORY 7: Please identify any person(s) known or believed by anyone at Bank of America who had received physical possession of the note and allonges, the mortgage, or any document (including but not limited to assignment, endorsement, allonges, Pooling and Servicing Agreement, Assignment and Assumption Agreement, Trust Agreement, letters or email or faxes of transmittals including attachments) that refers to or incorporates terms regarding the monetizing of Defendant' "Signature", as well as: securitization, sale, transfer, assignment hypothecation or any document or agreement, oral written or otherwise, that would affect the funding, or the receipt of money from a third party in a transaction and whether such money was allocated to principal, interest or other obligation related to the subject loan.

Was this INFORMATION provided to the DEFENDANT as shown on Page 5 of the ORDER as you, Judge Griffith have proclaimed that "the Plaintiff has produced most, if not all, of the documents concerning the foreclosure action? **Answer = "NO"**

Likewise, was the Defendant already entitled this information in accordance with FRCP 26? Answer = "YES"

Please Judge; show me within your exhibit where these names are located, as I just can't seem to find them! You, yourself has made the claim that **"most, if not all of the documents"** for which I am entitled to take possession of in regards to reaffirming my defense **has been provided!** I guess you omitting the fact that NOT ONE SINGLE PERSON or CONTACT INFORMATION was provided to me, and then claiming that they have provided most if not all is not **BIAS** and **PERJURY** as it is a LIE on a Legal Document?

Am I, and was I not entitled to this information in accordance with FRCP 26?

SEE the Rules of Law

As noted, NO NAMES of anyone, nor anyone's contact information was provided in regards to the above Interrogative!

Likewise, the response of the said plaintiff was "objects on the grounds that it is vague, ambiguous, overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence."

Forgive me if I am wrong Judge Griffith, but did you not allow the Plaintiff's Attorney to engage in the Obstruction of Justice by letting them refuse to adhere to the Rules of Civil Procedure?
It is of note that when objects to an Interrogative they must us specificity in regards to the objection. i.e. how, what, when, where, why such Interrogative is being objected... not some vague objection!
Take Notice of: PLAINTIFF's response violates FRCP Rule 33(b)(4)

Objections: The grounds for objecting to an interrogatory **must be stated with specificity**. Any ground not stated in a timely objection is waived unless the court, for good cause, excuses the failure

AS NOTICED, his reasoning for the objection was the only thing that was VAGUE, thus contradictory to the rule that such objection must be stated with specificity!

It looks as if he is intent on using the same script for every answer!

TO AN ORDINARY PERSON USING COMMON SENSE THIS INTERROGATIVE IS VERY DEFINED AS IT IS ONLY IN REFERENCE TO THOSE DIRECTLY INVOLVED WITHIN THE PROCESS OF THE SUPPOSED LOAN IN QUESTION!

INTERROGATORY 8: Please identify any document that the Defendant signed for which the plaintiff was authorized, i.e. given permission, to monetize the Defendant's Signature within the mortgage loan process, or thus utilized in any regard to acquiring the property hereby located at: 306 Coral Way, Belvedere, South Carolina 29841, or 306 Coral Way, North Augusta, South Carolina 29841.

Was this INFORMATION provided to the DEFENDANT as shown on Page 5 of the ORDER as you, Judge Griffith have proclaimed that "the Plaintiff has produced most, if not all, of the documents concerning the foreclosure action? **Answer = "NO"**

Am I, and was I not entitled to this information in accordance with FRCP 26?

SEE the Rules of Law

Likewise, the response of the said plaintiff was "objects on the grounds that it is vague, ambiguous, overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence."

AS WE CAN SEE THE REQUESTED DOCUMENTS WERE VERY SPECIFIC AS IDENTIFIED OF BEING USED WITHIN THE SUPPOSED LOAN PROCESS WHEREBY THE DEFENDANT HAD GIVEN PERMISSION TO MONETIZE OR SECURITIZE MY SIGNATURE. (HENCE, VERY SPECIFIC AND CLEARLY DEFINED). THIS EXPOSES THE FRAUD THAT BANK OF AMERICA BORROWED MONEY FROM ME, WITHOUT MY KNOWLEDGE OR CONSENT, AND THEN HANDED ME BACK THE MONEY CREDITED FROM MY PROMISSORY NOTE AND TERMED IT A LOAN. AS NOTED ON MY MORTGAGE AND NOTE, NOWHERE DID I AGREE TO FUND MY OWN LOAN!

THIS IS FRAUD FROM THE GET GO!!! HOWEVER, I WAS NOT AWARE OF THE FRAUD BEING PERPETRATED BOTH ON ME AND MOST AMERICA UNTIL I WAS MADE AWARE OF THE TRUTH AFTER THAT OF THE FIRST HEARING!!! THUS, I CAN SEE YOUR WANT FOR HAVING THE PLAINTIFF KEEP THE EVIDENCE, DOCUMENTS, AND PEOPLES IDENTIFICATION HIDDEN; AS PROOF OF THE FRAUD WOULD MEAN ALMOST ALL YOUR PAST RULINGS TO ALLOW THE BANKS TO STEAL THE HOMES OF SOUTH CAROLINA RESIDENTS WOULD HAVE TO BE REEXAMINED FOR FRAUD!!! THE BANKERS AND THE BAR WOULD BE VERY UNHAPPY WITH YOU. MOST LIKELY YOU WOULD END UP LIKE THE JUDGE IN THE JEROME DALY CASE OF 1968 AND BE SUICIDED VIA POISON WITHIN SIX MONTHS OF THE FRAUD BEING EXPOSED!

INTERROGATORY 9: Please identify all persons known or believed by anyone at Bank of America or any affiliate to have participated in the monetizing of the Defendant's Signature, as well as securitization of the subject loan including but not limited to mortgage aggregators, mortgage brokers, financial institutions, Structured Investment Vehicles, Special Purpose Vehicles, Trustees, Managers of derivative securities, managers of the company that issued an Asset-backed security, Underwriters, Rating Agency, credit Enhancement provider.

Was this INFORMATION provided to the DEFENDANT as shown on Page 5 of the ORDER as you, Judge Griffith have proclaimed that "the Plaintiff has produced most, if not all, of the documents concerning the foreclosure action? **Answer = "NO"**

Am I, and was I not entitled to this information in accordance with FRCP 26?

SEE the Rules of Law

Likewise, the response of the said plaintiff was "objects on the grounds that it is vague, ambiguous, overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence."

Again, you will see that this questioning is very specific to that of Monetizing and Securitizing as it applied to the supposed loan; for which should have been provided even without such a request!

ONCE AGAIN, the PLAINTIFF uses the same script "The Plaintiff objects to this Interrogatory on the grounds that it is vague, ambiguous, overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Thus, it is clear to anyone with COMMON SENSE that there was no due diligence in retrieving the information requested. Likewise this consistent pattern of non-response/failure to produce does in fact support the said Lawyer/Attorney engaging in WILLFUL, Deliberate and with INTENT not only the disobedience of the Rule of Law, but also Obstruction of Justice!

Once again the PLAINTIFF's response violates FRCP Rule 33(b)(4)

Objections. The grounds for objecting to an interrogatory must be stated with specificity.

INTERROGATORY 10: Please identify the person(s) or entities that are entitled, directly or indirectly to the stream of revenue from the borrower in the subject loan.

Was this INFORMATION provided to the DEFENDANT as shown on Page 5 of the ORDER as you, Judge Griffith have proclaimed that "the Plaintiff has produced most, if not all, of the documents concerning the foreclosure action? **Answer = "NO"**

Am I, and was I not entitled to this information in accordance with FRCP 26?

SEE the Rules of Law

Likewise, the response of the said plaintiff was "objects on the grounds that it is vague, ambiguous, overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence." The plaintiff affirmatively asserts that it is a real party in interest with standing to bring the instant foreclosure action.

AS WE CAN SEE THIS IS A STRAIGHT FORWARD AND NARROWLY DEFINED QUESTION. THE PLAINTIFF RESPONSE IS ONCE AGAIN "The Plaintiff objects to this Interrogatory on the grounds that it is vague, ambiguous and not reasonably calculated to lead to the discovery of admissible evidence. The plaintiff also affirmatively asserts that it is a real party in interest with standing to bring the instant foreclosure action, while refusing to produce information entitled to the DEFENDANT to disprove said claim of STANDING. At least this time he threw in at least a partial answer in which he claims that BANK of AMERICA is a REAL Party in Interest, but never answers specifically the question that was asked!

Thus, let us see exactly the criteria of a Real Party in Interest is and how that gives them STANDING to bring the said foreclosure suit!

REAL PARTY: Those that were under contract and suffered damage by that of the other party for which was contracted.

In the case of mortgages and notes it is very simple. ONLY the person who is losing money is entitled to relief. And they are ONLY entitled to relief from those people who promised them money. With a conventional old-style mortgage we wouldn't be having this discussion as COMMON SENSE would tell you that if you borrow money from 1st National bank and don't pay it, they are going to lose money unless you pay them. If you don't pay them they will lose money unless they get to sell the collateral you offered to guarantee the loan. In the case of a mortgage, the collateral is the house. The real parties in interest are present in the above example — the actual borrower who received the benefit of borrowing the money and the actual lender who dug into their pockets and lent you their money, NOT CREDIT, as that is both FRAUD and ILLEGAL! In such a transaction the real parties in interest are the debtor and creditor. If there is a dispute and the creditor must seek relief in court then they must allege the above facts, which gives them "legal standing" — i.e., they are the creditor who is losing money because they have not been repaid as per the agreement between debtor and creditor (borrower and lender).

The problems start when the original loan closing did not involve the real parties in interest. A table funded loan is one in which **the lender hides behind a curtain while another party pretends to be the lender**. In so-called securitized loans there is a genuine issue of fact and law as to whether the original loan documents represent a transaction that was table funded or whether such documents represent a separate fictitious transaction altogether. Either way the real party in interest on the lender side is not present at the table nor named in the closing documents. AS NOTED THE MORTGAGE FORM ON WHICH THE TRANSACTION TOOK PLACE WAS A FANNIE MAE FORM. THIS FACT COUPLED WITH THE REQUESTED CERTIFIED COPY OF MORTGAGE FROM THE COUNTY RECORDS OFFICE BY THAT OF BANK OF AMERICA PROVES THAT BANK OF AMERICA WAS NOT IN POSSESSION OF THE REAL/ORIGINAL MORTGAGE NOTE. THUS, THIS ESTABLISHES A CLEAR INDICATION OF BIFURCATION AND THEREBY IN ACCORDANCE WITH THE LAW VOIDS ANY CONTRACT DUE TO A BREACH OF SAID CONTRACT BY BANK OF AMERICA. LIKEWISE, ALL THESE OBSERVABLE FACTS AS MENTIONED ABOVE COUPLED WITH THE SCREEN SHOT FROM A FANNIE MAE WEBSITE, WHERE YOU SAW FOR YOURSELF THAT FANNIE MAE CLAIMED TO BE THE OWNER OF THE LOAN IN QUESTION, YET UPON UNDERSTANDING THE TRUTH YOU, YOUR HONOR, REFUSED TO LET IT BE SUBMITTED INTO EVIDENCE

Thus, In the event of a dispute, the pretender lender, not a real party in interest, lacks legal standing to allege anything to enforce the borrower's obligation UNLESS the pretender can state that it is the agent of the real lender (real party in interest) and show that such agency existed at the time of the loan closing and/or at the present time. Whatever the pretender does, must be done in the name of the real party in interest or there is no party with legal standing on the creditor side.

Similarly, the real lender, although a real party in interest, lacks standing unless it can show that the closing documents were done in the name of the real lender with proper agency relationships documented and recorded between the pretender lender and the real lender. If such documents existed, the loan would no longer be table-funded, nor would it be susceptible to a claim that the documents described a fictitious transaction. If such documents are not in existence, then the real party in interest (real lender) has a problem. They really loaned the money but they are not named in any document.

In the case of the mortgage meltdown, they really loaned the money, but they were never disclosed — so the borrower is in the position of having a party in his documents stated as “lender” without standing and without rightful claim to being the real party in interest, on the one hand, and a party who says they really loaned the money, but has nothing to prove it from the closing documents.

In fact, the real lender received a wholly different set of documents in which many promises to pay or guarantee were made by parties who were involved in a direct transaction with the investor (real lender) — but the borrower never saw nor signed those documents. Thus, the real lender may have some claim, but it is against multiple parties that MIGHT include the homeowner, but which do not include enforcement of the original loan documents — because the investor-lender was not party to those documents and therefore was not and is not a real party in interest in relation to the original documents.

As noted “in order to have standing to bring a foreclosure action, the plaintiff must be a holder of the note at the time suit is filed and this includes a requirement that the plaintiff has possession of the original note at the time suit was filed. This means that acquiring the original note after bringing suit will not cure any standing issues that were present when suit was filed.”

Stevenson v. Bank of America, 359 S.W.3d 466 (Ky. App. 2011)

“The mortgage follows the note and the mere possession of a mortgage, without the underlying note, does not give a party standing to foreclose.”

Acuff v. Wells Fargo Bank, N.A., No. 2012-CA-001221-MR, 2014 WL 1873503, at *5 (Ky. Ct. App. May 9, 2014)

“The note and mortgage are inseparable...assignment of the note carries the mortgage.”

Carpenter v. Longan, 83 US 271 - Supreme Court 1873:

AS NOTED, SINCE BANK OF AMERICA HAD TO GET NOT JUST A COPY, BUT A **CERTIFIED COPY**, FROM THE COUNTY COURT OF RECORDS IT PROVES THAT BANK OF AMERICA DID NOT HAVE THE MORTGAGE IN ITS POSSESSION. WHICH MEANS YOU AND THE PLAINTIFF HAVE LIED BY STATING THAT THERE IS NO ASSIGNMENTS! LIKEWISE, SINCE BOTH THE MORTGAGE AND THE NOTE ARE TO BE INSEPARABLE IT PROVES THAT EITHER BANK OF AMERICA HAD NEITHER, OR THAT IT WAS SEPARATED, THEREBY BIFURCATION OCCURRED AND THE NOTE WAS THEREBY VOID AT THAT GIVEN MOMENT!

Thus, in order to be the Real Party in Interest there must be three things proven:

1. You are the **Owner of the Note**; the Fannie Mae Website and e-mail proclaim that Fannie Mae is the owner of the note and even states that Bank of America is its SERVICER! Thus, clearly establishing that Bank of America has NO STANDING, as it is neither the owner of the note , \ nor the holder of the note!
2. You are the Holder of the Note; The (Acceleration Notices state that Bank of America “the Plaintiff” is not the Owner or the Note Holder but is in fact the SERVICER working on behalf of the Note Holder.
3. You were damaged by that of the other party for which contracted. As noted you yourself by refusing to have the Plaintiff adhere to the Rules of Civil Procedure have precluded me access to persons and information to prove no damages. However, since Fannie Purchased the Loan, BANK of AMERICA cannot make any claim of damages!

As noted, the evidence proves that these three points are highly questionable. However, you JUDEGE M. ANDERSON GRIFFITH must be a DOCUMENT EXPERT because you stated on the record that the NOTE in question was the Original because you had put your green stamp on it! Last time I check, you being a judge, are not to act as the Plaintiff’s Attorney nor act as the Document Expert for the Plaintiff, as both these ACTS show bias and establishes a beyond a doubt CONFLICT OF INTEREST!

Judge Griffith, you know quite well, that you are NOT a qualified DOCUMENT EXPERT, nor does yourself stating a document to be the original, make it so! Likewise, Judge Griffith your refusal to let the screenshot proclaiming Fannie Mae the TRUE OWNER of the LOAN to be entered into EVIDENCE, gives bilateral proof that you yourself know outright that Mr. Chad Burgess, the BAR member, the same Association for which you yourself belong, is and has BEEN engaging in both PERJURY, and FRAUD UPON THE COURT! But then again, you yourself committed PERJURY when proclaiming that Mr. Watters could not represent me because he did not have a LICENSE to Practice Law!

AS YOU KNOW, NO SUCH LICENSE EXISTS!

INTERROGATORY 11: Please identify the person(s) in custody of any document that identifies the loan servicer(s) in the subject loan transaction.

Was this INFORMATION provided to the DEFENDANT as shown on Page 5 of the ORDER as you, Judge Griffith have proclaimed that "the Plaintiff has produced most, if not all, of the documents concerning the foreclosure action? **Answer = "NO"**

Am I, and was I not entitled to this information in accordance with FRCP 26?

Likewise, the response of the said plaintiff was "objects on the grounds that it is not reasonably calculated to lead to the discovery of admissible evidence."

On the Acceleration Notices it states they are the SERVICER for the NOTE HOLDER, yet your HONOR has found it acceptable for them not to provide the documents of that said contract for which they are providing that service for! Thus, this precludes the establishment of the TRUTH about who the owner of the NOTE really is!

SEE the Rules of Law

INTERROGATORY 12: Please identify any person(s) in custody of any document which refers to any instruction or authority to enforce the note or mortgage in the subject loan transaction.

Was this INFORMATION provided to the DEFENDANT as shown on Page 5 of the ORDER as you, Judge Griffith have proclaimed that "the Plaintiff has **produced most, if not all**, of the documents concerning the foreclosure action? **Answer = "NO"**

Am I, and was I not entitled to this information in accordance with FRCP 26?

SEE the Rules of Law

Likewise, the response of the said plaintiff was “objects on the grounds that it is vague, ambiguous, overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence.”

INTERROGATORY 13: Other than people identified above, identify any and all persons who have or had personal knowledge of the subject loan transaction, underwriting of the subject loan transaction, monetizing of the Defendant's Signature, as well as: securitization, sale, transfer, assignment or hypothecation of the subject loan transaction, or the decision to enforce the note or mortgage in the subject loan transaction. Include name, title, entity, and their contact information.

Was this INFORMATION provided to the DEFENDANT as shown on Page 5 of the ORDER as you, Judge Griffith have proclaimed that “the Plaintiff has **produced most, if not all**, of the documents concerning the foreclosure action? **Answer = “NO”**

Am I, and was I not entitled to this information in accordance with FRCP 26?

SEE the Rules of Law

Likewise, the response of the said plaintiff was “objects on the grounds that it is vague, ambiguous, overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence.”

**** IT IS NOW BEING PROCLAIMED THAT A WITNESS IS TO BE PRODUCED, YET ACCORDING TO THE INTERROGATIVE NO SUCH PERSON EXISTED AS THE PLAINTIFF REFUSED TO IDENTIFY ANYONE. THUS, TO NOW PRODUCE A WITNESS REFUTING THE PRE ANSWER TO THIS SPECIFIC INTERROGATIVE CLARIFIES THAT THE PLAINTIFF IS BEING ALLOWED TO ENGAGE IN PERJURY, AS INTERROGATIVES ARE ANSWERED UNDER OATH (THE SAME AS ONE WOULD BE UNDER OATH DURING A TRIAL!)**

INTERROGATORY 14: Please identify any party or entity known or suspected by Bank of America or any of you officers, employees, independent contractors or other agents or servants of your company/corporation who might possess any claim rights under subject loan or mortgage and or note.

Was this INFORMATION provided to the DEFENDANT as shown on Page 5 of the ORDER as you, Judge Griffith have proclaimed that “the Plaintiff has **produced most, if not all**, of the documents concerning the foreclosure action? **Answer = “NO”**

Am I, and was I not entitled to this information in accordance with FRCP 26?

SEE the Rules of Law

Likewise, the response of the said plaintiff was “objects on the grounds that it is not reasonably calculated to lead to the discovery of admissible evidence.”

This response violates FRCP Rule 26(b) which states “**Information within this scope of discovery need not be admissible in evidence to be discoverable.**”

Likewise as noted, the PLAINTIFF’s response once again violates FRCP Rule 33(b)(4) Objections. The grounds for objecting to an interrogatory must be stated with specificity. Any ground not stated in a timely objection is waived unless the court, for good cause, excuses the failure.

As this exposes the possible true beneficiaries, it is a true and credible question/request to be asked!

INTERROGATORY 15: Please identify the custodian of records that would show all entries regarding the flow of funds for the subject loan transaction prior to and after closing of the loan. (Flow of funds, means any record of money received, any record of money paid out and any bookkeeping or accounting entry, general ledger and accounting treatment of the subject loan transaction at Bank of America or any affiliate including but not limited to whether the subject loan transaction was ever entered into any category on the balance sheet at any time or times, whether any reserve for default was ever entered on the balance sheet, and whether any entry, report or calculation was made regarding the effect of this loan transaction on the capital reserve requirements of Bank of America or any affiliate.

Was this INFORMATION provided to the DEFENDANT as shown on Page 5 of the ORDER as you, Judge Griffith have proclaimed that “the Plaintiff has **produced most, if not all**, of the documents concerning the foreclosure action? **Answer = “NO”**

Am I, and was I not entitled to this information in accordance with FRCP 26?

SEE the Rules of Law

The response of the said plaintiff was “objects on the grounds that it is vague, ambiguous, overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence.”

This response violates FRCP Rule 26(b) which states “**Information within this scope of discovery need not be admissible in evidence to be discoverable.**”

Likewise as noted, the PLAINTIFF’s response once again violates FRCP Rule 33(b)(4) Objections. The grounds for objecting to an interrogatory must be stated with specificity. Any ground not stated in a timely objection is waived unless the court, for good cause, excuses the failure.

**How is it vague, How is it ambiguous, How is it overly broad, How is it overly burdensome
Why is it vague, Why is it ambiguous, Why is it overly broad, Why is it overly burdensome**

The above is clearly defined, and a necessity in establishing that there was NO LOAN that ever took place, but establishes the fact that Bank of America Monetized the Defendants signature and thus credited an Demand Deposit Account in her name and then took that credit and hand it back to the DEFENDANT and called it a LOAN when in fact they just gave the Defendant the Amount that was created without her consent or knowledge, from her said signature. As the Bank gave absolutely nothing that it owned as proven by no other asset accounts affected by the transaction it thereby establishes that the BANK lost nothing, nor LOANED anything for which it owned! This likewise, establishes that the Bank has absolutely NO STANDING to bring any Mortgage foreclosure suit against the Defendant!

The Plaintiff script response and action clearly establishes both BAD FAITH and WILLFUL Disobedience to the LAW! As noted, you yourself, Judge Griffith stated that I failed to establish BAD FAITH and WILFUL Disobedience on part of the Plaintiff! How can I establish as such when you refuse to have the Plaintiff adhere to ANY RULE OF LAW?
INTERROGATORY 16: Please identify the auditor and or accountant of Bank of America's financial statements or tax returns.

Was this INFORMATION provided to the DEFENDANT as shown on Page 5 of the ORDER as you, Judge Griffith have proclaimed that "the Plaintiff has **produced most, if not all**, of the documents concerning the foreclosure action? **Answer = "NO"**

Am I, and was I not entitled to this information in accordance with FRCP 26?

SEE the Rules of Law

Likewise, the response of the said plaintiff was "objects on the grounds that it is not reasonably calculated to lead to the discovery of admissible evidence."

As noted, we once again take notice that the PLAINTIFF is using the same statement again for its objection and thereby refusing to adhere to the Rules of Civil Procedure. A Clearly established PATTERN of both "BAD FAITH AND WILLFUL DISOBEDIENCE" which is totally contradictive to your statement in the second paragraph on Page 3 of your proclaimed RULING! One might call that a clear and obvious LIE! Thus, **PERJURY on a Legal Court Document!**

This response violates FRCP Rule 26(b) which states "**Information within this scope of discovery need not be admissible in evidence to be discoverable.**"

As noted, the identity of this person is should have been given even without the request via an INTERROGATORY. This individual should be knowledgeable of the process for which is being utilized to skirt TAXES to Counties and other entities as well as the knowledge of the accounts being created during the said loan process; it is thus crucial to ascertain this fact if one seeks to expose the TRUTH!

The Plaintiffs use of a script response, and action, clearly establishes both BAD FAITH and WILLFUL Disobedience to the LAW! As noted, you yourself, Judge Griffith stated that I failed to establish BAD FAITH and WILFUL Disobedience on part of the Plaintiff! How can I establish as such when you refuse to have the Plaintiff adhere to ANY RULE OF LAW; and likewise refuse to see the COMMON SENSE TRUTH before you?

INTERROGATORY 17: Please identify any lawyer or attorney in which Bank of America has consulted or who rendered an opinion regarding the subject loan transaction or any pattern of monetizing of Defendant's Signature used in funding the said loan as well as securitization that may have affected the subject loan transaction directly or indirectly.

Was this INFORMATION provided to the DEFENDANT as shown on Page 5 of the ORDER as you, Judge Griffith have proclaimed that "the Plaintiff has **produced most, if not all**, of the documents concerning the foreclosure action? **Answer = "NO"**

Am I, and was I not entitled to this information in accordance with FRCP 26?

SEE the Rules of Law

The response of the said plaintiff was "objects on the grounds that it is vague, ambiguous, overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence."

This response violates FRCP Rule 26(b) which states "**Information within this scope of discovery need not be admissible in evidence to be discoverable.**"

Likewise as noted, the PLAINTIFF's response once again violates FRCP Rule 33(b)(4) **Objections. The grounds for objecting to an interrogatory must be stated with specificity. Any ground not stated in a timely objection is waived unless the court, for good cause, excuses the failure.**

**How is it vague, How is it ambiguous, How is it overly broad, How is it overly burdensome
Why is it vague, Why is it ambiguous, Why is it overly broad, Why is it overly burdensome**

The Plaintiffs use of a script response, and action, clearly establishes both BAD FAITH and WILLFUL Disobedience to the LAW! As noted, you yourself, Judge Griffith stated that I failed to establish BAD FAITH and WILFUL Disobedience on part of the Plaintiff! How can I establish as such when you refuse to have the Plaintiff adhere to ANY RULE OF LAW and refuse to see the COMMON SENSE TRUTH before you?

INTERROGATORY 18: Please identify any person who served as an officer or director with Bank of America commencing 6 months prior to closing of the subject loan transaction through present. (This list is to include all company/corporate officers who are/were authorized, directed or empowered in the name of the company/corporation to execute re-conveyance documents, acts of conveyance, deeds in lieu of foreclosure, grand deeds, deeds of trust, including foreclosure deeds, releases of liens, escrow instruments, contracts for purchase and sell of Company/Corporation REO properties, grants of easement and any and all related documents and instruments purporting to affect an interest or the transfer of an interest in real estate, in the name of the Company/Corporation. This provided list will clarify: Title, Date Hired, First Name, Last Name, and noted Date of Departure or Firing if not still currently employed by Bank of America.

Was this INFORMATION provided to the DEFENDANT as shown on Page 5 of the ORDER as you, Judge Griffith have proclaimed that “the Plaintiff has **produced most, if not all**, of the documents concerning the foreclosure action? **Answer = “NO”**

Am I, and was I not entitled to this information in accordance with FRCP 26?

SEE the Rules of Law

The response of the said plaintiff was “objects on the grounds that it is vague, ambiguous, overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence.”

This response violates FRCP Rule 26(b) which states “**Information within this scope of discovery need not be admissible in evidence to be discoverable.**”

Likewise as noted, the PLAINTIFF’s response once again violates FRCP Rule 33(b)(4) Objections. The grounds for objecting to an interrogatory must be stated with specificity. Any ground not stated in a timely objection is waived unless the court, for good cause, excuses the failure.

**How is it vague, How is it ambiguous, How is it overly broad, How is it overly burdensome
Why is it vague, Why is it ambiguous, Why is it overly broad, Why is it overly burdensome**

The Plaintiffs use of a script response, and action, clearly establishes both BAD FAITH and WILLFUL Disobedience to the LAW! As noted, you yourself, Judge Griffith stated that I failed to establish BAD FAITH and WILFUL Disobedience on part of the Plaintiff! How can I establish as such when you refuse to have the Plaintiff adhere to ANY RULE OF LAW and refuse to see the COMMON SENSE TRUTH before you?

**** AS NOTED BANK OF AMERICA HAS BEEN ALREADY CITED IN NUMEROUS CASES ENGAGING IN FORGING DOCUMENTS AND ROBO-SIGNING OF SAID PROMISSORY NOTES. THUS IN ORDER TO ASCERTAIN WHETHER THE SIGNATURE ON SAID PROMISSORY OF (WILLIAM CRAIG) IS LEGITIMATE; AS WELL AS DETERMINE THE DATE THE SIGNATURE WAS ADDED TO THE NOTE THIS INFORMATION IS NEEDED BY THE DEFENDANT, ELSE YOU AS A JUDGE HAVE ASSURED THAT FRAUD OF THIS ISSUE WILL BE COMPLETED AND ADDED TO THE UNLAWFUL AND DISREGARD BY YOURSELF OF THE DELIBERATE AND WILLFUL DISOBEDIENCE TO THE LAW BY THAT OF THE PLAINTIFF!**

INTERROGATORY 19: Did any investor, certificate holder approve or authorize foreclosure proceedings for the property located at 306 Coral Way, Belvedere, South Carolina 29841 or 306 Coral Way, North Augusta, South Carolina 29841, for which the Defendant resides?

Was this INFORMATION provided to the DEFENDANT as shown on Page 5 of the ORDER as you, Judge Griffith have proclaimed that "the Plaintiff has **produced most, if not all**, of the documents concerning the foreclosure action? **Answer = "NO"**

Am I, and was I not entitled to this information in accordance with FRCP 26?

SEE the Rules of Law

Likewise, the response of the said plaintiff was "objects on the grounds that it is not reasonably calculated to lead to the discovery of admissible evidence."

As noted, we once again take notice that the PLAINTIFF is using the same statement again for its objection and thereby refusing to adhere to the Rules of Civil Procedure. A Clearly established PATTERN of both "BAD FAITH AND WILLFUL DISOBEDIENCE" which is totally contradictive to your statement in the second paragraph on Page 3 of your proclaimed RULING which states the exact opposite! One might call that a clear and obvious LIE! Likewise, being a judge I only assume that you know that **lying on a Legal Court Document constitutes PERJURY!**

This response violates FRCP Rule 26(b) which states "**Information within this scope of discovery need not be admissible in evidence to be discoverable.**"

The Plaintiffs use of a script response, and action, clearly establishes both BAD FAITH and WILLFUL Disobedience to the LAW! As noted, you yourself, Judge Griffith stated that I failed to establish BAD FAITH and WILLFUL Disobedience on part of the Plaintiff! How can I establish as such when you refuse to have the Plaintiff adhere to ANY RULE OF LAW and refuse to see the COMMON SENSE TRUTH before you?

**** AS NOTED BY THE SCREENSHOT SHOWING FANNIE MAE AS THE OWNER OF THE LOAN, AND THE NUMEROUS LOANS AND MORTGAGES ON THE SAME PROPERTY AS NOTED BY THE "MERS" WEBSITE THIS INFORMATION IS VITAL TO A FAIR AND HONEST HEARING AS IT EXPOSES THE TRUE OWNER OF THE LOAN, THE NOTE, AND LIKEWISE EXPOSES THE TRUTH OF THE FRAUD BEING CONDUCTED BY THE BANK AND FANNIE MAE.**

LIKEWISE, BANK OF AMERICA ADMITS IN BLACK AND WHITE ON THE TWO NOTICES OF ACCELERATION THAT IT IS NOT THE NOTE HOLDER, BUT THE SERVICER FOR IT; WHILE AT THE SAME TIME THE SCREEN SHOT OF FANNIE MAE CONFIRMED IT AS THE OWNER.

THUS, THERE IS CLEAR DOUBT AS TO BANK OF AMERICA BEING THE OWNER OF THE NOTE AND MORTGAGE. THIS COUPLED WITH BANK OF AMERICA REQUESTING A CERTIFIED COPY OF THE MORTGAGE FROM THE COUNTY COURT OF RECORDS CLARIFIES THAT THE MORTGAGE AND NOTE WERE NOT IN POSSESSION OF BANK OF AMERICA AS THIS WOULD HAVE PRECLUDED THEM NEEDING TO GET A CERTIFIED COPY FROM THE COUNTY COURT OF RECORDS.

LIKEWISE, I NOW ALSO HAVE AN EMAIL COMMUNIQUE GENERATED FROM THE ETHICS OFFICE OF FANNIE MAY CONFIRMING THAT FANNIE MAE, EVEN TODAY, IS THE OWNER OF THE LOAN IN QUESTION! i.e. Bank of America is involved as stated in my previous Motions to Dismiss is engaged in FRAUD UPON THE COURT, and LACKS STANDING to bring a suit!

INTERROGATORY 20: Please identify the person(s) involved or having knowledge of any insurance policy or product, plan or instrument describing over-collateralization, cross-collateralization or guarantee or other instrument hedging the risk of default as to any person or entity acting as an issuer of any securities or certificates. (Such instrument(s) relate to the composition of a pool, tranche or other aggregation of assets that was created, included or referred to the subject loan and the pool or aggregation was "transmitted, transferred, assigned, pledged or Please identify the person(s) involved or having knowledge of any insurance policy or product, plan or instrument describing over-collateralization, cross-collateralization or guarantee or other instrument hedging the risk of default as to any person or entity acting as an issuer of any securities or certificates. (Such instrument(s) relate to the composition of a pool, tranche or other aggregation of assets that was created, included or referred to the subject loan and the pool or aggregation was "transmitted, transferred, assigned, pledged or hypothecated" refers to any person who suggested, approved, received or accepted the composition of the pool or aggregation trade or confirmed representations, evaluations or appraisals of value of the home, value of the security instruments, ability of the borrower to pay.)

Was this INFORMATION provided to the DEFENDANT as shown on Page 5 of the ORDER as you, Judge Griffith have proclaimed that “the Plaintiff has **produced most, if not all**, of the documents concerning the foreclosure action? **Answer = “NO”**

Am I, and was I not entitled to this information in accordance with FRCP 26?

SEE the Rules of Law

The response of the said plaintiff was “objects on the grounds that it is vague, ambiguous, overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence.”

This response violates FRCP Rule 26(b) which states “**Information within this scope of discovery need not be admissible in evidence to be discoverable.**”

Likewise as noted, the PLAINTIFF’s response once again violates FRCP Rule 33(b)(4) Objections. The grounds for objecting to an interrogatory must be stated with specificity. Any ground not stated in a timely objection is waived unless the court, for good cause, excuses the failure.

**How is it vague, How is it ambiguous, How is it overly broad, How is it overly burdensome
Why is it vague, Why is it ambiguous, Why is it overly broad, Why is it overly burdensome**

The Plaintiffs use of a script response, and action, clearly establishes both BAD FAITH and WILLFUL Disobedience to the LAW! As noted, you yourself, Judge Griffith stated that I failed to establish BAD FAITH and WILFUL Disobedience on part of the Plaintiff! How can I establish as such when you refuse to have the Plaintiff adhere to ANY RULE OF LAW and refuse to see the COMMON SENSE TRUTH before you?

**** AS NOTED THIS FACT OF FANNIE MAE AND THE BANKS HAS ALREADY PREVIOUSLY BEEN ESTABLISHED AS A PATTERN BY THE SEC, SECURITIES AND EXCHANGE COMMISSION, IN THE COURT CASE WON BY THE ATTORNEY GENERALS WHO WERE FORCED TO ENGAGE IN A DOG AND PONY SHOW TO FEIGN THAT THEY WERE TAKING ACTION ON BEHALF OF THE RESIDENTS OF THEIR PERSPECTIVE STATES.**

INTERROGATORY 21: Please identify the person(s) involved or having knowledge of any credit default swap or other instrument hedging the risk of default as to any person or entity acting as an issuer of any securities or certificates. (Such instrument(s) relate to the composition of a pool, tranche or other aggregation of assets that was created, included or referred to the subject of the loan).

Was this INFORMATION provided to the DEFENDANT as shown on Page 5 of the ORDER as you, Judge Griffith have proclaimed that “the Plaintiff has **produced most, if not all**, of the documents concerning the foreclosure action? **Answer = “NO”**

Am I, and was I not entitled to this information in accordance with FRCP 26?

SEE the Rules of Law

The response of the said plaintiff was "objects on the grounds that it is vague, ambiguous, overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence."

This response violates FRCP Rule 26(b) which states **"Information within this scope of discovery need not be admissible in evidence to be discoverable."**

Likewise as noted, the PLAINTIFF's response once again violates FRCP Rule 33(b)(4) Objections. The grounds for objecting to an interrogatory must be stated with specificity. Any ground not stated in a timely objection is waived unless the court, for good cause, excuses the failure.

**How is it vague, How is it ambiguous, How is it overly broad, How is it overly burdensome
Why is it vague, Why is it ambiguous, Why is it overly broad, Why is it overly burdensome**

The Plaintiffs use of a script response, and action, clearly establishes both BAD FAITH and WILLFUL Disobedience to the LAW! As noted, you yourself, Judge Griffith stated that I failed to establish BAD FAITH and WILFUL Disobedience on part of the Plaintiff! How can I establish as such when you refuse to have the Plaintiff adhere to ANY RULE OF LAW and refuse to see the COMMON SENSE TRUTH before you?

**** AS NOTED ONCE AGAIN, THIS WOULD EXPOSE THE FRAUD FOR WHICH IS ALREADY AN ADMITTED FACT BY THE FEDERAL RESERVE, THE IMF, AND EVEN THE CASE OF (First National Bank of Montgomery v. Jerome Daly, Dec. 9, 1968)**

INTERROGATORY 22: Please identify all persons having first-hand knowledge of any material fact alleged in the pleadings of this case and, with regard to each person, state what they know about each such fact and how they came to know it.

Was this INFORMATION provided to the DEFENDANT as shown on Page 5 of the ORDER as you, Judge Griffith have proclaimed that "the Plaintiff has **produced most, if not all**, of the documents concerning the foreclosure action? **Answer = "NO"**

Am I, and was I not entitled to this information in accordance with FRCP 26?

SEE the Rules of Law

The response of the said plaintiff was “objects on the grounds that it is vague, ambiguous, overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence.”

This response violates FRCP Rule 26(b) which states **“Information within this scope of discovery need not be admissible in evidence to be discoverable.”**

Likewise as noted, the PLAINTIFF’s response once again violates FRCP Rule 33(b)(4) Objections. The grounds for objecting to an interrogatory must be stated with specificity. Any ground not stated in a timely objection is waived unless the court, for good cause, excuses the failure.

**How is it vague, How is it ambiguous, How is it overly broad, How is it overly burdensome
Why is it vague, Why is it ambiguous, Why is it overly broad, Why is it overly burdensome**

The Plaintiffs use of a script response, and action, clearly establishes both BAD FAITH and WILLFUL Disobedience to the LAW! As noted, you yourself, Judge Griffith stated that I failed to establish BAD FAITH and WILFUL Disobedience on part of the Plaintiff! How can I establish as such when you refuse to have the Plaintiff adhere to ANY RULE OF LAW and refuse to see the COMMON SENSE TRUTH before you?

**** AS NOTED IN INTERROGATIVE 13 AND THIS ONE, THE PLAINTIFF DENIED THAT ANY SUCH INDIVIDUALS EXISTED BY NOT SURRENDERING THEIR IDENTITIES.**

HOWEVER, NOW MAGICALLY THE PLAINTIFF IS SAYING A WITNESS EXISTS TO PROVIDE EXPERT TESTIMONY ON THE DEBT AND PAYMENTS OF THE DEFENDANT. THEREBY, THE PLAINTIFF NOW BRINGING FORTH A SAID EXPERT WITNESS; HAS ENGAGED IN (2) COUNTS OF PERJURY THAT IS PROVEN WITHIN THE INTERROGATIVES THEMSELVES. YET, YOU AS THE JUDGE HAVE REFUSED TO ADDRESS THE MATTER AND BRING CHARGES AGAINST THE PLAINTIFF FOR “PERJURY!”

IT MUST BE NICE FOR THE BANKERS TO KNOW THAT IN YOUR CAPACITY AS A JUDGE THAT YOU WILL DO WHATEVER YOU CAN TO NOT HOLD THEM ACCOUNTABLE! THUS, JUDGE, YOUR ACTIONS PROVIDES EVIDENCE OF YOU BEING COMPLICIT IN THEIR UNLAWFUL/ILLEGAL ACTIONS!

INTERROGATORY 23: Please identify the person(s) involved or having knowledge of any credit default swap or other instrument hedging the risk of default as to any person or entity acting as an issuer of any securities of certificates. (such instrument(s) relate to the composition of a pool, tranche or other aggregation of assets that was created included or referred to the subject loan in regards to the Defendant or said property located at: (306 Coral Way, Belvedere, South Carolina 29841 or 306 Coral Way, North Augusta, South Carolina 29841.)

Was this INFORMATION provided to the DEFENDANT as shown on Page 5 of the ORDER as you, Judge Griffith have proclaimed that “the Plaintiff has **produced most, if not all**, of the documents concerning the foreclosure action? **Answer = “NO”**

Am I, and was I not entitled to this information in accordance with FRCP 26?

SEE the Rules of Law

The response of the said plaintiff was “objects on the grounds that it is vague, ambiguous, overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence.”

This response violates FRCP Rule 26(b) which states “**Information within this scope of discovery need not be admissible in evidence to be discoverable.**”

Likewise as noted, the PLAINTIFF’s response once again violates FRCP Rule 33(b)(4) **Objections. The grounds for objecting to an interrogatory must be stated with specificity. Any ground not stated in a timely objection is waived unless the court, for good cause, excuses the failure.**

**How is it vague, How is it ambiguous, How is it overly broad, How is it overly burdensome
Why is it vague, Why is it ambiguous, Why is it overly broad, Why is it overly burdensome**

The Plaintiffs use of a script response, and action, clearly establishes both BAD FAITH and WILLFUL Disobedience to the LAW! As noted, you yourself, Judge Griffith stated that I failed to establish BAD FAITH and WILFUL Disobedience on part of the Plaintiff! How can I establish as such when you refuse to have the Plaintiff adhere to ANY RULE OF LAW and refuse to see the COMMON SENSE TRUTH before you?

As noted there was 23 Interrogatories requesting the names for a multitude of issues, yet you as a Judge have Proclaimed that NO BAD FAITH or DISOBEDIENCE has been shown by the PLAINTIFF in its refusal of providing a single name to me, THE DEFENDANT!

LIKEWISE, YOU AS A JUDGE CLAIMED THAT THE WILLFUL WITHHOLDING OF ALL THESE NAMES AND INFORMATION THAT WAS TO BE PRODUCED, EVEN WITHOUT SAID INTERROGATIVES, DID NOT DENOTE NEITHER BAD FAITH OR WILLFUL DISOBEDIENCE OF THE PLAINTIFF'S LAWYER/ATTORNEY IN REGARDS TO RULE 37(b)(2) SCRCP!

THUS, I MUST ASK "IF WITHHOLDING OF EVERY SINGLE BIT OF INFORMATION, AND THE NAMES, DOES NOT DENOTE BAD FAITH OR WILLFUL DISOBEDIENCE THEN WHAT DOES?"

Now that we have determined that you as Judge deem it appropriate for the BANKERS to withhold every single name, and contact information in many issues of the said process, and in fact disregard it and claim that because they have provided FLUFF, Blank Pages, Pages with information blacked out on parts, or the whole pages too; not to mention many items repeatedly copied! Yet, you managed in your RULING to leave out this FACT and the other FACT that not a single person or contact information or document was provided that I requested for my DEFENSE! Instead you engaged in SPIN to make it seem as though the Plaintiff was complying and producing in your words "MOST, IF NOT ALL THE INFORMATION NEEDED IN THE FORECLOSURE"!

As you being a JUDGE are well aware, YOU have deprived me of DUE PROCESS, by engaging in supporting the BANKERS in withholding of information that I am in accordance with FRCP 26 already to have been provided even without any INTERROGATORY or DOCUMENT DISCOVERY REQUEST! **Thus, your action is one of Obstruction of Justice!**

YOUR LIES WILL BE TOTALLY EXPOSED!!!!

Thus, I once again refer you to pages 2 through 16 of the original motion, for which it is apparent that you either DERELICT in carrying out your duties for which part of said duties is to read the motions!

In accordance with Rule 37: Failure to Make Disclosures or to Cooperate in Discovery; Sanctions

“ If a party fails to provide information or identify a witness as required by Rule 26(a) or (e), the party is not allowed to use that information or witness to supply evidence on a motion, at a hearing, or at a trial, unless the failure was substantially justified or is harmless.”

As noted by the Interrogatories no such witnesses exist, thus none should be allowed to witness or authenticate anything in reference to said case. Likewise, as No Chain of Title was submitted, no proof of ownership of said NOTE, coupled with the Plaintiff denying under oath as signed on the interrogatories and discovery that such documents exist.

FRCP Rule 37(c) Failure to Disclose, to Supplement an Earlier Response, or to Admit.

FRCP Rule 37(c)(1) Failure to Disclose or Supplement. If a party fails to provide information or identify a witness as required by Rule 26(a) or (e), the party is not allowed to use that information or witness to supply evidence on a motion, at a hearing, or at a trial, unless the failure was substantially justified or is harmless. In addition to or instead of this sanction, the court, on motion and after giving an opportunity to be heard:

(A) may order payment of the reasonable expenses, including attorney’s fees, caused by the failure;

(B) may inform the jury of the party’s failure; and

(C) may impose other appropriate sanctions, including any of the orders listed in Rule 37(b)(2)(A)(i)—
(vi). They are as follows:

(i) directing that the matters embraced in the order or other designated facts be taken as established for purposes of the action, as the prevailing party claims;

(ii) prohibiting the disobedient party from supporting or opposing designated claims or defenses, or from introducing designated matters in evidence;

(iii) striking pleadings in whole or in part;

(iv) staying further proceedings until the order is obeyed;

(v) dismissing the action or proceeding in whole or in part;

(vi) rendering a default judgment against the disobedient party;

Thereby, this is your one and only chance to reconsider your previous ruling and actions!

Likewise, I request; No, I DEMAND that the Plaintiff be Compelled to Answer and provide ALL the information that I have previously requested within the INTERROGATIVES and DOCUMENT DISCOVERY REQUESTS; if you as a judge refuse to DISMISS THIS CASE WITH PREJUDICE!

LET US NOW CONTINUE DISECTING THE REST OF YOUR LIE, BY EXPOSING THE TRUTH OF THE DOCUMENT DISCOVERY REQUEST

RECONSIDERATION & COMPEL **(DOCUMENT DISCOVERY REQUEST)**

REQUEST 1: Any document as to which a claim of privilege is or will be asserted should be identified by author, signatory, description (i.e., letter, memo, telefax), title (if any), dates, addresses (if any), general subject matter, present location and custodian and a complete statement of the grounds for the claim of privilege should be set forth.

Were these DOCUMENTS provided to the DEFENDANT by that of the Plaintiff as shown on Page 5 of the ORDER, as you Judge Griffith have proclaimed that “the Plaintiff has **produced most, if not all**, of the documents concerning the foreclosure action? **Answer = “NO”**

Am I, and was I not entitled to these DOCUMENTS in accordance with FRCP 26 and FRCP 34?

The response of the said plaintiff was "The Plaintiff objects to this Request on the grounds that it does not appear to be a valid document request pursuant to the South Carolina Rules of Civil Procedure." So, then let us take a look at the Rules of Civil Procedure!!

It should be noted that both FRCP Rule 33 (Interrogatories to Parties) and FRCP Rule 34 (Producing Documents, Electronically Stored information, and Tangible Things, or Entering onto Land, for Inspection and Other Purposes) both fall under the SCOPE of FRCP Rule 26 (Duty to Disclose; General Provisions Governing Discovery). It is apparent that as a JUDGE you have said "F" "U" to the rules and pick and choose when and if to apply them! IS THE "TRUTH" NOT CLEAR IN THE TITLE OF RULE 26? i.e. **DUTY TO DISCLOSE**!!!! The Plaintiff had a **DUTY TO DISCLOSE** the information that I requested in the INTERROGATORIES, and likewise these DOCUMENTS DISCOVERY REQUESTS. However, you have dismissed the NON-COMPLIANCE with these RULES OF LAW by that of the PLAINTIFF and I Request, no – I DEMAND TO KNOW WHY!!! Why have you turned a blind eye to the Plaintiff refusing to adhere to the "DUTY TO DISCLOSE"? Not only did you feign incompetence, by stating the opposite in your RULING to give a false impression to whoever might read it, in hope that it would clear you of your BIAS if not out-right CORRUPTION in your actions!

Rule 34. Producing Documents, Electronically Stored Information, and Tangible Things, or Entering onto Land, for Inspection and Other Purposes

(a) In General. A party may serve on any other party a request within the scope of Rule 26(b):

(1) to produce and permit the requesting party or its representative to inspect, copy, test, or sample the following items in the responding party's possession, custody, or control:

(A) any designated documents or electronically stored information—including writings, drawings, graphs, charts, photographs, sound recordings, images, and other data or data compilations—stored in any medium from which information can be obtained either directly or, if necessary, after translation by the responding party into a reasonably usable form; or

(B) any designated tangible things; or

(2) to permit entry onto designated land or other property possessed or controlled by the responding party, so that the requesting party may inspect, measure, survey, photograph, test, or sample the property or any designated object or operation on it

Now if we compare my Document Discovery Request below we will see that my request is quite a valid document request pursuant to the Rules of Civil Procedure!

Any document as to which a claim of privilege is or will be asserted should be identified by author, signatory, description (i.e., letter, memo, telefax), title (if any), dates, addresses (if any), general subject matter, present location and custodian and a complete statement of the grounds for the claim of privilege should be set forth.

However, the Plaintiff Response was not in accordance with the Rules of Civil Procedure, so let us address this fact while we're here!

As stated the Plaintiff Response was "The Plaintiff objects to this Request on the grounds that it does not appear to be a valid document request pursuant to the South Carolina Rules of Civil Procedure"

Did I not, Judge Griffith, provide in my motions the fact that not only was the Interrogatories and Document Discoveries met with NON-ADHERENCE to a "Duty to Disclose" but also the Plaintiff for not answering a single Interrogatory or Document request, but the said answers were not provided to me, the defendant, within the 30 days afforded the RESPONSE, in accordance with FRCP 34(b)(2)(A) let us also take note that the PLAINTIFF WILLFULLY AND WITH INTENT (BAD FAITH) neither adhered to FRCP 34(b)(2)(B); FRCP 34(b)(2)(C); FRCP 34(b)(2)(D); or FRCP 34(b)(2)(E)!

The Rules State, verbatim:

(B) Responding to Each Item. For each item or category, the response must either state that inspection and related activities will be permitted as requested or state with specificity the grounds for objecting to the request, including the reasons. The responding party may state that it will produce copies of documents or of electronically stored information instead of permitting inspection. The production must then be completed no later than the time for inspection specified in the request or another reasonable time specified in the response.

(C) Objections. An objection must state whether any responsive materials are being withheld on the basis of that objection. An objection to part of a request must specify the part and permit inspection of the rest.

(D) Responding to a Request for Production of Electronically Stored Information. The response may state an objection to a requested form for producing electronically stored information. If the responding party objects to a requested form—or if no form was specified in the request—the party must state the form or forms it intends to use.

(E) Producing the Documents or Electronically Stored Information. Unless otherwise stipulated or ordered by the court, these procedures apply to producing documents or electronically stored information:

(i) A party must produce documents as they are kept in the usual course of business or must organize and label them to correspond to the categories in the request;

(ii) If a request does not specify a form for producing electronically stored information, a party must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms; and

(iii) A party need not produce the same electronically stored information in more than one form.

AS NOTED NONE OF THE PLAINTIFF's RESPONSES for DOCUMENT DISCOVERY adheres to these stated rules!!!! However, as stated before, YOU yourself are guilty of turning a blind eye to the actions of the PLAINTIFF!!!!

Thus, it is noted that the Plaintiff's Response violates FRCP 34(b)(2)(B); FRCP 34(b)(2)(C); FRCP 34(b)(2)(D); and FRCP 34(b)(2)(E)!

It is clear that the Plaintiffs Response of "The Plaintiff objects to this Request on the grounds that it does not appear to be a valid document request pursuant to the South Carolina Rules of Civil Procedure." Does not comply with the Rules of Law!! Thus, one must ask "Why have you as a JUDGE turned a blind eye to the Plaintiff's BLATANT NON ADHERANCE TO THE RULES OF CIVIL PROCEDURE???"

REQUEST 2: Any and all documents or correspondence which in any way describe, depict, reference, relate to, or refer to the allegations contained in the underlying foreclosure complaint, including without limitation any and all documents relied upon in preparing said complaint.

Were these DOCUMENTS provided to the DEFENDANT by that of the Plaintiff as shown on Page 5 of the ORDER, as you Judge Griffith have proclaimed that "the Plaintiff has **produced most, if not all**, of the documents concerning the foreclosure action? **Answer = "NO"**

Am I, and was I not entitled to these DOCUMENTS in accordance with FRCP 26 and FRCP 34?

The response of the said plaintiff was "The Plaintiff objects to this Request on the grounds that is overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Notwithstanding and without waiving the foregoing objections, and to the extent that the information requested is applicable, the Plaintiff directs attention to the enclosed documents."

Let us start with the First sentence "The Plaintiff objects to this Request on the grounds that is overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence."

As already clarified in the INTERROGATORIES the Plaintiff is just continuing the BAD FAITH NON-COMPLIANCE with the Rules as stipulated not only in FRCP 34, but also not compliance with FRCP 26(a)(1)(A)

(A) In General. Except as exempted by Rule 26(a)(1)(B) or as otherwise stipulated or ordered by the court, **a party must, without awaiting a discovery request, provide to the other parties:**

Judge, are you claiming, with all your years of experience, IGNORANCE of the Rules of Civil Procedure?

Do you dispute that not only was I entitled to that which I was requesting, but that I was entitled to as such even without having engaged in a document request!

(IT STATES RIGHT HERE IN BLACK AND WHITE!)

It is also noted under FRCP Rule 26(a)(1)(A)(i) and (ii):

(i) the name and, if known, the address and telephone number of each individual likely to have discoverable information—along with the subjects of that information—that the disclosing party may use to support its claims or defenses, unless the use would be solely for impeachment;

(ii) a copy—or a description by category and location—of all documents, electronically stored information, and tangible things that the disclosing party has in its possession, custody, or control and may use to support its claims or defenses, unless the use would be solely for impeachment;

Lets be clear that the production of said documents are not to be treated as an option, or even at the discretion of the Plaintiff, but is in fact a **“DUTY to DISCLOSE.”** Thus, your refusal to address this matter and then play it off as not being addressed because I had not filed a Motion to Compel is Obstruction of Justice on your part! Your main duty as a JUDGE is not to cover up or protect the BANKERS, but to ensure that the Lawyers/Attorneys are held to the highest level of compliance with the law, and likewise ensure that myself being a non-lawyer at least is engaging in trying to adhere to the rules of law for which I have no training nor knowledge of!

Now let us address the second sentence of the RESPONSE by that of the Plaintiff “Notwithstanding and without waiving the foregoing objections, and to the extent that the information requested is applicable, the Plaintiff directs attention to the enclosed documents”

It is noted that the plaintiff may have provided some items that may fit into the REQUEST; such as the CERTIFIED COPY REQUEST by Bank of America to the County Records Office. However, this document on inspection shows that it is one of twenty-five pages. Thus, the Plaintiff has proven itself beyond a shadow of doubt acting in BAD FAITH in its refusal to adhere to the rules of civil procedure! Was I, or was I not entitled to the document as a whole, not just one page of a total of 25 pages in reference to just that one document?

Likewise, since the Notes of Acceleration that were provided, showed that Bank of America was not the Note Holder, but was the SERVICER, then where is all the documents between the Servicer and the Note Holder?

Why have you let this information and documents be withheld from me? What do you as a JUDGE not understand about the PLAINTIFF having a DUTY TO DISCLOSE?

Are you feigning IGNORANCE, INCOMPETENCE, DELERLICTION OF DUTY, or are you involved in an even more devious deception against myself and other RESIDENTS of South Carolina?

That was just in reference to just two items that the Plaintiff selectively produced!!! A **Duty to Disclose** does not give the said Plaintiff the prerogative to Pick and Choose what it wants to produce to the defense!!! Likewise, as noted Fannie Mae is shown as an investor on the Request for Certified Copy of the Mortgage thus there should be documentation between Fannie Mae and Bank of America due to the fact that there had to be stipulations in regards to investment and what would take place if a said foreclosure were to occur! DO YOU DENY THAT THIS IS AN OBSERVABLE FACT TO ANYONE AND EVERYONE WITH COMMON SENSE?

LET US NOTE ONCE AGAIN THE SCREEN SHOT SHOWING THAT FANNIE MAE TO BE THE ACTUAL OWNER OF THE LOAN, FOR WHICH YOU REFUSED TO LET BE SUBMITTED AS EVIDENCE WITHIN THE CASE!

YET, YOU HAVE FEIGNED BEING BLIND TO THE FACT THAT FANNIE MAE IS A PART OF THE FRAUD THAT YOU ARE DELIBERATELY ALLOWING TO TAKE PLACE WITHIN THE COURT!

REQUEST 3: Copies of the legal services and retainer agreements for each law firm representing plaintiff in the instant action including without limitation the scope of services to be provided and fees for handling this action.

Were these DOCUMENTS provided to the DEFENDANT by that of the Plaintiff as shown on Page 5 of the ORDER, as you Judge Griffith have proclaimed that "the Plaintiff has **produced most, if not all**, of the documents concerning the foreclosure action? **Answer = "NO"**

Am I, and was I not entitled to these DOCUMENTS in accordance with FRCP 26 and FRCP 34?

The response of the said plaintiff was "The plaintiff objects to this request on the grounds that it is not reasonably calculated to lead to the discovery of admissible evidence and to the extent that it seeks information protected by the attorney client Privilege."

This response is two parts, so we will address the issue as such. **The First Part** is "The plaintiff objects to this request on the grounds that it is not reasonably calculated to lead to the discovery of admissible evidence"

This overused statement of objection not only violates FRCP 26(b); FRCP 26(a)(1)(A); FRCP 26(b)(1); FRCP 34(b)(2)(B); and FRCP 34(b)(2)(C), but also establishes a consistent WILLFUL and DELIBERATE action that to anyone with COMMON SENSE they would deem it BAD FAITH in that of compliance with the Rules of Civil Procedures!

To confirm the fact let us once again denote what these rules state, word-by-word!

FRCP 26(b): "Information within this scope of discovery need not be admissible in evidence to be discoverable."

FRCP 26(a)(1)(A): In General. Except as exempted by Rule 26(a)(1)(B) or as otherwise stipulated or ordered by the court, a **party must, without awaiting a discovery request, provide to the other parties**

**** FRCP 26(a)(1)(A) is inclusive of (ii):**

(ii) a copy—or a description by category and location—of all documents, electronically stored information, and tangible things that the disclosing party has in its possession, custody, or control and may use to support its claims or defenses, unless the use would be solely for impeachment;

**** As noted the Plaintiff has a "DUTY TO DISCLOSE ALL DOCUMENTS"! The key words are "ALL" and "DUTY" as this exposes the TRUTH of the WILLFUL DISOBEDIENCE to the Rules of Civil Procedure as well as BAD FAITH by its continual non-adherence! Likewise, it is noted that all of this has been allowed to occur under that of your own discretion! Do you deny that the Plaintiff has and did have a DUTY TO DISCLOSE even without my said INTERROGATORIES or DOCUMENT DISCOVERY REQUESTS? Do you deny that NON-ADHERANCE to the GENERAL DUTY to DISCLOSE followed by NON-ADHERENCE to COMPLY with the RULES of Interrogatives and Document Discovery Request shows a DELIBERATE and thereby WILLFUL DISOBEDIENCE to the Rules of Civil Procedure for which is a DUTY of YOU the Judge in the matters before the court to ensure the said adherence?**

Do you deny that "YOU" have let the Plaintiff disregard the Rules of Civil Procedure, as this issue of their NON-COMPLIANCE/NON-ADHERENCE was addressed in the Motion to Dismiss; for which your own action was to not only down play their disregard for the Rules of Civil Procedure but also made excuses for their action by FALSELY proclaiming "The Plaintiff has already produced numerous documents as shown on the attached exhibit on exhibit 1" all the while knowing that even those 242 pages showed non-adherence and even implicated them in more deceit by their actions noted within the said exhibit 1 (the disk – 242 pages); of which approximately half of the pages consisted of: Repeat Pages Copies, Blank Pages, Production of Bovine Excrement having absolutely nothing to do with that for which I requested, and even tons of pages with information blacked out! Instead YOU yourself engaged in the art of SPIN in order to try to make the Plaintiff be seen in a good light and while you yourself engaged in hiding/suppressing the TRUTH of their ACTION!

Please explain how you as a judge can let that deliberate deceitful action(s) not be addressed, while calling yourself a judge!

Let it be known that the actions of the Plaintiff, followed by your own lack of action to carry out your sworn duty, exposes that the Court in Equity for Aiken County qualifies as a "Kangaroo Court"!

The Definition of a kangaroo Court is as follows:

"Term descriptive of a sham legal proceeding in which a person's rights are totally disregarded and in which the result is a forgone conclusion because of the bias of the court or other tribunal."

Your action of engaging yourself as a Lawyer/Attorney during the actual hearing, followed with refusal to let documents be admitted into evidence because it exposed the TRUTH, and now not only not holding the Plaintiff accountable to the Rules of Civil Procedure but also you excusing such behavior by proclaiming they need not adhere to said rules because I at that time had not filed a Motion to compel, and likewise you excusing their actions and then attempting to spin that the Plaintiff had given most if not all the information/documents requested while knowing the TRUTH that this was an outright LIE clearly exposes that the court under your leadership does definitely meet the legal definition of a "KANGAROO COURT"!

However, I will continue:

FRCP 26(b)(1): Scope in General. Unless otherwise limited by court order, the scope of discovery is as follows: Parties may obtain discovery regarding **any** nonprivileged matter that is relevant to any party's claim or defense and proportional to the needs of the case, considering the importance of the issues at stake in the action, the amount in controversy, the parties' relative access to relevant information, the parties' resources, the importance of the discovery in resolving the issues, and whether the burden or expense of the proposed discovery outweighs its likely benefit. **Information within this scope of discovery need not be admissible in evidence to be discoverable.**

FRCP 34(b)(2)(B): Responding to Each Item. For each item or category, the response **must either state that inspection and related activities will be permitted as requested or state with specificity** the grounds for objecting to the request, including the reasons. The responding party may state that it will produce copies of documents or of electronically stored information instead of permitting inspection. The production must then be completed no later than the time for inspection specified in the request or another reasonable time specified in the response.

**** As noted not only has the plaintiff not produced the requested documents but has disregarded and compliance with stating any specificity for their objection(s)!**

FRCP 34(b)(2)(C): Objections. **An objection must state whether any responsive materials are being withheld on the basis of that objection.** An objection to part of a request must specify the part and permit inspection of the rest.

Now I will address the **Second Part** "to the extent that it seeks information protected by the attorney client Privilege."

It has already been litigated that Attorney-Client Privilege does not apply to Legal Services and Retainer Agreements

Hill v. Metlife (May 2011)

Likewise, as noted: FRCP 26(b)(5)(A)

(A) Information Withheld. When a party withholds information otherwise discoverable by claiming that the information is privileged or subject to protection as trial-preparation material, the party must:

(i) expressly make the claim; and

(ii) describe the nature of the documents, communications, or tangible things not produced or disclosed—and do so in a manner that, without revealing information itself privileged or protected, will enable other parties to assess the claim.

**** As noted if the said Plaintiff wishes to try to make the claim of Privileged Information then they must describe the nature of the documents, communications, or tangible things not produced or disclosed—and do so in a manner that, without revealing information itself privileged or protected, will enable other parties to assess the claim. For which again YOU as the Judge has failed to make them adhere to the Rules of Civil Procedure!**

It should also be known that the reasoning for such the Protection and or Claim of Protected Information was and is derived for protecting one from being identified thereby assuring their PROTECTION from a possible “hit” (assassination attempt).

I am entitled to know not only who BANK of America has engaged in for representation of this matter, but also to see in writing the amount for which the services are charged as to ensure the amount being brought against myself for their service to Bank of America is not a padded bill!

REQUEST 4: The original Mortgage and Note signed by the defendant, is required to be produced, within (30) days of receipt of this demand for document production, at 306 Coral Way, Belvedere, South Carolina 29841.

Were these DOCUMENTS provided to the DEFENDANT by that of the Plaintiff as shown on Page 5 of the ORDER, as you Judge Griffith have proclaimed that “the Plaintiff has **produced most, if not all**, of the documents concerning the foreclosure action? **Answer = “NO”**

Am I, and was I not entitled to these DOCUMENTS in accordance with FRCP 26 and FRCP 34?

The response of the said plaintiff was “The Plaintiff directs attention to a copy of the subject Note and Mortgage enclosed herewith' Counsel for the plaintiff will make the original Note available for inspection and copying at his office at a convenient time upon request”

**** AS NOTED BY THE BANKS REQUEST OF A CERTIFIED COPY OF THE MORTGAGE FROM THE COUNTY RECORDS OFFICE PROVIDES UNDISPUTABLE PROOF THAT THE BANK WAS NOT IN POSSESSION OF THE MORTGAGE NOTE, YET YOU AS THE JUDGE HAVE PROCLAIMED THAT THERE WAS NO ASSIGNMENT FOR THE SAID NOTE AND PROCLAIMED THE NOTE TO BE THE ORIGINAL MERELY BASED UPON THE FACT THAT YOU YOURSELF HAD STAMPED A POSSIBLE FORGERY WITH YOUR GREEN STAMP DOES NOT MAKE THE SAID NOTE TO BE THE ORIGINAL!**

It should also be noted that the Plaintiff has been requested to provide **PROOF** through that of Interrogatives and Document Discovery that would **PROVE** the reliability and authenticity of the Promissory Note and Mortgage by establishing a Clear Chain of Title. However, **YOU** yourself have said to hell with the Rules of Evidence and Rules of Civil Procedure being applicable to Bank of America, thereby now for myself to have to drive over an hour to view proclaimed evidence, when the place of incident was in North Augusta, South Carolina for which is the location of the property in question and the location of the branch for which the supposed loan was originated! Thus, if anything the evidence should be presented for authentication in North Augusta!

REQUEST 5: Copies of all documents which support plaintiff's claim that it owns the underlying Note and Mortgage without limitation copies of any and all transfers, assignments, mergers' purchase and sale agreements, endorsements or other documents that demonstrate plaintiff has standing to bring this Complaint in Foreclosure at the time suit was filed.

Were these **DOCUMENTS** provided to the **DEFENDANT** by that of the Plaintiff as shown on Page 5 of the **ORDER**, as you Judge Griffith have proclaimed that "the Plaintiff has **produced most, if not all**, of the documents concerning the foreclosure action? **Answer = "NO"**

Am I, and was I not entitled to these **DOCUMENTS** in accordance with FRCP 26 and FRCP 34? The response of the said plaintiff was "To the extent the information requested is applicable, the Plaintiff directs attention to the enclosed documents."

It should also be noted that the Plaintiff has been requested to provide **PROOF** through that of Interrogatives and Document Discovery that would **PROVE** the reliability and authenticity of the Promissory Note and Mortgage by establishing a Clear Chain of Title. However, **YOU** yourself have said to hell with the Rules of Evidence and Rules of Civil Procedure being applicable to Bank of America, thereby now for myself to have to drive over an hour to view proclaimed evidence, when the place of incident was in North Augusta, South Carolina for which is the location of the property in question and the location of the branch for which the supposed loan was originated! Thus, if anything the evidence should be presented for authentication in North Augusta!

The plaintiff refers to the enclosed documents, i.e. the exhibit for which you have noted as exhibit 1 Judge and of which exposes the refusal of the plaintiff to provide the documents and information that would prove the Chain of Title for the Mortgage and Note. There is nothing that has been provided within your exhibit that proves ownership. Thus, at this specific point in time the Note and Mortgage are both unauthenticated and therefore will be objected to in Court as they lack proof of being the true original documents! It is noted that Bank of America has an established pattern of Document Forgery in Mortgage Foreclosures which can be established by multiple court cases. Thus, your **GREEN STAMP** means absolutely nothing, as you yourself are not a Document Authentication Expert!

REQUEST 6: Copies of any and all documents which creates or demonstrates the existence of a nominee or agency relationship by, between, or otherwise relating to a third party that has any and all interactions with the Plaintiff as it applies to the stated Note, Mortgage or Defendant in any regard.

Were these DOCUMENTS provided to the DEFENDANT by that of the Plaintiff as shown on Page 5 of the ORDER, as you Judge Griffith have proclaimed that "the Plaintiff has **produced most, if not all**, of the documents concerning the foreclosure action? **Answer = "NO"**

Am I, and was I not entitled to these DOCUMENTS in accordance with FRCP 26 and FRCP 34?

The response of the said plaintiff was "The Plaintiff objects to this Request on the grounds that it does not appear to be applicable to the instant action. The Plaintiff further objects to this Request on the grounds that it is not reasonably calculated to lead to the discovery of admissible evidence. Notwithstanding and without waiving the foregoing objection, and to the extent that the information requested is applicable, the Plaintiff directs attention to the enclosed documents."

The requested documents are quite pertinent because as noted the OWNERSHIP of the supposed LOAN is in question as Fannie Mae has claimed by and through its website that it OWNS the LOAN in question! Likewise, as also shown on the MERS website there is SEVEN mortgages and or notes that have been originated on the property in question since the said origination and closing that involved myself and bank of America! It is also noted that Bank of America admitted upon its notices of Acceleration that it was NOT the Note Holder for the Mortgage and Note that is being foreclosed on by the said Plaintiff! Thus, as they are not the owner of the Note and Mortgage the STANDING to bring such an action is itself in dispute!

Next is the statement "The Plaintiff further objects to this Request on the grounds that it is not reasonably calculated to lead to the discovery of admissible evidence"

As previously asserted:

This overused statement of objection not only violates FRCP 26(b)(1); FRCP 34(b)(2)(B); and FRCP 34(b)(2)(C), but also establishes a consistent WILLFUL and DELIBERATE action that to anyone with COMMON SENSE they would deem it BAD FAITH in that of compliance with the Rules of Civil Procedures!

FRCP 26(b)(1): Scope in General. Unless otherwise limited by court order, the scope of discovery is as follows: Parties may obtain discovery regarding **any** nonprivileged matter that is relevant to any party's claim or defense and proportional to the needs of the case, considering the importance of the issues at stake in the action, the amount in controversy, the parties' relative access to relevant information, the parties' resources, the importance of the discovery in resolving the issues, and whether the burden or expense of the proposed discovery outweighs its likely benefit. **Information within this scope of discovery need not be admissible in evidence to be discoverable.**

FRCP 34(b)(2)(B): Responding to Each Item. For each item or category, the response **must either state that inspection and related activities will be permitted as requested or state with specificity** the grounds for objecting to the request, including the reasons. The responding party may state that it will produce copies of documents or of electronically stored information instead of permitting inspection. The production must then be completed no later than the time for inspection specified in the request or another reasonable time specified in the response.

**** As noted not only has the plaintiff not produced the requested documents but has disregarded and compliance with stating any specificity for their objection(s)!**

FRCP 34(b)(2)(C): Objections. **An objection must state whether any responsive materials are being withheld on the basis of that objection.** An objection to part of a request must specify the part and permit inspection of the rest.

Please Judge, feel free to go through your exhibit and tell me where these said documents are at! The FACT is there is not a single document produced by their discretion that meets the Document Discovery Request! Likewise, MERS is and has been noted in numerous court cases as a nominee of Bank of America; and when we couple this fact with the screen shot showing that one of the seven additional mortgages and note on my property location has one of those such transactions noted as Bank of America itself gives proof that such documentation exists!

You allowing the Plaintiff to only produce what they feel fit to provide, rather than what is required by law gives notice that this Court Process/Proceeding is nothing short of a farce as no rule of law is applicable to the BANKERS, while under your purview!

REQUEST 7: Copies of any and all documents relied upon by the Plaintiff to prove who actually owned the Mortgage and Note in this case at the time suit was filed including without limitation copies of relevant internal rules and guidelines relating to recording transfers and assignments with appropriate state property records office.

Were these DOCUMENTS provided to the DEFENDANT by that of the Plaintiff as shown on Page 5 of the ORDER, as you Judge Griffith have proclaimed that "the Plaintiff has **produced most, if not all**, of the documents concerning the foreclosure action? **Answer = "NO"**

Am I, and was I not entitled to these DOCUMENTS in accordance with FRCP 26 and FRCP 34?

The response of the said plaintiff was "The Plaintiff objects to this Request on the grounds that it is not reasonably calculated to lead to the discovery of admissible evidence."

Once, again the Plaintiff is demonstrating a consistent WILLFUL and DELIBERATE DISOBEDIENCE TO THE LAW (RULES OF CIVIL PROCEDURE), WHICH CLEARLY DEMONSTRATES "BAD FAITH" which is 100% counter to your claim as a JUDGE!

I refer you once again to the RULES for which you are required as a JUDGE to uphold:

FRCP 26(b)(1): Scope in General. Unless otherwise limited by court order, the scope of discovery is as follows: Parties may obtain discovery regarding **any** nonprivileged matter that is relevant to any party's claim or defense and proportional to the needs of the case, considering the importance of the issues at stake in the action, the amount in controversy, the parties' relative access to relevant information, the parties' resources, the importance of the discovery in resolving the issues, and whether the burden or expense of the proposed discovery outweighs its likely benefit. **Information within this scope of discovery need not be admissible in evidence to be discoverable.**

FRCP 34(b)(2)(B): Responding to Each Item. For each item or category, the response **must either state that inspection and related activities will be permitted as requested or state with specificity** the grounds for objecting to the request, including the reasons. The responding party may state that it will produce copies of documents or of electronically stored information instead of permitting inspection. The production must then be completed no later than the time for inspection specified in the request or another reasonable time specified in the response.

**** As noted not only has the plaintiff not produced the requested documents but has disregarded and compliance with stating any specificity for their objection(s)!**

FRCP 34(b)(2)(C): Objections. **An objection must state whether any responsive materials are being withheld on the basis of that objection.** An objection to part of a request must specify the part and permit inspection of the rest.

REQUEST 8: A copy of all document(s) that are relied upon by the Plaintiff to demonstrate the Plaintiff has standing to bring and maintain this lawsuit.

Were these DOCUMENTS provided to the DEFENDANT by that of the Plaintiff as shown on Page 5 of the ORDER, as you Judge Griffith have proclaimed that "the Plaintiff has **produced most, if not all**, of the documents concerning the foreclosure action? **Answer = "NO"**

Am I, and was I not entitled to these DOCUMENTS in accordance with FRCP 26 and FRCP 34?

The response of the said plaintiff was "To the extent that the information requested is applicable, the Plaintiff directs attention to the enclosed documents."

AS noted everything that has been provided proves that the Plaintiff is NOT the NOTE HOLDER; and this coupled with the fact that Fannie Mae claims to be the OWNER of the LOAN, makes it a necessity that a CLEAR TITLE CHAIN BE ESTABLISHED and likewise gives presumption of doubt on the copy of Promissory Note and Mortgage documents now held by the Plaintiff of being FORGERIES; given Bank of Americas' extensive past in document forgery used in Mortgage Foreclosures! PATTERN ESTABLISHES DOUBT!!!!

**** THE ONLY PROMISSORY NOTE PRODUCED BY THE PLAINTIFF HAS NOT BEEN PROVEN THE ORIGINAL, ONLY PROCLAIMED AS SUCH BY YOURSELF JUDGE GRIFFITH WHILE HAVING NO PROOF OF IT NOT BEING A FORGED DOCUMENT! LIKEWISE THE MORTGAGE ITSELF WAS ALREADY STATED NOT TO BE IN THE POSSESSION OF BANK OF AMERICA AS CONFIRMED BY ITS REQUEST FOR A CERTIFIED COPY FROM THE COUNTY COURT OF RECORDS. THUS, BY THE LIMITED DOCUMENTS THAT WERE PRODUCED IT GIVES PROOF THAT THE NOTE AND THE MORTGAGE HAS BEEN BIFURCATED THEREBY NULLIFYING THE NOTE AS THEY ARE REQUIRED BY LAW TO NOT BE SEPARATED! LIKEWISE, SINCE THE MORTGAGE WAS APPARENTLY MISSING AND THE NOTE AND MORTGAGE WAS TO STAY TOGETHER THIS HEREBY GIVES NOTICE THAT NEITHER THE MORTGAGE OR THE NOTE CAN BE THE ORIGINAL DESPITE THE JUDGE MAKING SUCH CLAIMS, WHILE NOT BEING A DOCUMENT AUTHENTICITY EXPERT!**

REQUEST 9: Copies of all documents that Plaintiff intends to rely upon at trial that have not already been provided to the Defendant.

The response of the said plaintiff was "To the extent that the information requested is applicable, the Plaintiff directs attention to the enclosed documents."

As noted the Plaintiff has stated that no other documents then the one's previously submitted into record will be utilized by the Plaintiff!

Likewise, let it be known Judge Griffith that in accordance with law any and all documents submitted by the Plaintiff, must be authenticated else said documents are inadmissible in a court of law!

Thus, I will challenge the admission of any and all documents, information, and even witnesses now produced by the Plaintiff as he under oath as noted by his signature on the Interrogatory and Document Discovery has proclaimed no such document, information, or person exists! Thereby, the Plaintiff's first attempt to produce anything within the trial/hearing is PERJURY in accordance with the law, and I will demand that you uphold the LAW!

REQUEST 10: Copies of documents provided to the Defendant at the time of application through closing, including all TILA and RESPA disclosures.

Were these DOCUMENTS provided to the DEFENDANT by that of the Plaintiff as shown on Page 5 of the ORDER, as you Judge Griffith have proclaimed that “the Plaintiff has **produced most, if not all**, of the documents concerning the foreclosure action? **Answer = “NO”**

Am I, and was I not entitled to these DOCUMENTS in accordance with FRCP 26 and FRCP 34?

The response of the said plaintiff was “To the extent that the information requested is applicable, the Plaintiff directs attention to the enclosed documents.”

IT IS NOTED THAT NOWHERE WITHIN YOUR EXHIBIT JUDGE IS ANY TILA OR RESPA DISCLOSURES MADE AT THE TIME OF THE SUPPOSED LOAN. NOW, CALL ME STUPID BUT ARE THEY NOT TO BE PART OF THE MORTGAGE?

PLEASE JUDGE, PLEASE SHOW ME THESE DOCUMENTS THAT I HAVE REQUESTED, WITHIN YOUR EXHIBIT AS YOU YOURSELF HAS STATED THAT THE PLAINTIFF HAS PRODUCED MOST, IF NOT ALL THE DOCUMENTS CONCERNING THE MORTGAGE FORECLOSURE! AS NOTED, THE PLAINTIFF HAS NOT PRODUCED ANYTHING OTHER THAN THAT WHICH IT WANTED TO PRODUCE, NOT THAT WHICH IT WAS AND IS REQUIRED TO PRODUCE IN ACCORDANCE WITH LAW; BUT THEN AGAIN YOU HAVE PROVEN UNDER YOUR LEADERSHIP THAT IS IS NOT A COURT OF LAW BUT IS IN FACT A KANGAROO COURT!

REQUEST 11: Copies of any and all default notices sent to defendant by plaintiff and or any prior owner or servicer of the Note or Mortgage which purport to comply with the acceleration and notice requirements contained in the Note and/or Mortgage as well as any and all other notice related documents.

The response of the said plaintiff was “To the extent that the information requested is applicable, the Plaintiff directs attention to the enclosed documents.”

As noted the plaintiff may or may not have provided all as you yourself has excused the plaintiff from the application of law that would have exposed Fannie Mae as the true owner, and thereby it is questionable as to whether “ALL” copies of the default notices are within YOUR exhibit! As you have precluded myself from being provided the information, names, contact information, and documents from the Plaintiff thereby denying myself: due process, as well as a fair and honest hearing/trial!

REQUEST 12: Copies of any and all correspondence sent to defendants by plaintiff or any prior owner or servicer of the Note and Mortgage including without limitations copies of all notices indicating a change in the ownership or servicing of the Note and Mortgage required by the relevant loan documents.

Were these DOCUMENTS provided to the DEFENDANT by that of the Plaintiff as shown on Page 5 of the ORDER, as you Judge Griffith have proclaimed that “the Plaintiff has **produced most, if not all**, of the documents concerning the foreclosure action? **Answer = “NO”**

Am I, and was I not entitled to these DOCUMENTS in accordance with FRCP 26 and FRCP 34?

The response of the said plaintiff was “**The Plaintiff objects to this request on the grounds that it is overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Notwithstanding and without waiving the foregoing objections, and to the extent that the information requested is applicable, the Plaintiff directs attention to the enclosed documents.**”

As noted this was a three part answer, therefore we will address this in three parts!

PART 1 – The answer of “The Plaintiff objects to this request on the grounds that it is overly broad, unduly burdensome” holds no water as the answer in itself is what is vague! I guess this lawyer failed to do well in school, as he would have learned that SPECIFICITY means to reference the SPECIFICS i.e. who, what, where, when, and why of a statement/answer! Likewise, do I need to once again inform both yourself, JUDGE, and the plaintiff of **FRCP 34(b)(2)(B)** and **FRCP 34(b)(2)(C)**? Then again, what difference does it make as you yourself have already acted as the Plaintiff from the bench, suppressed evidence that exposes the TRUTH, and declared a document to be an original merely because you put your green stamp on it; despite no authentication of said document!

FRCP 34(b)(2)(B): Responding to Each Item. For each item or category, the response **must either state that inspection and related activities will be permitted as requested or state with specificity** the grounds for objecting to the request, including the reasons. The responding party may state that it will produce copies of documents or of electronically stored information instead of permitting inspection. The production must then be completed no later than the time for inspection specified in the request or another reasonable time specified in the response.

**** As noted not only has the plaintiff not produced the requested documents but has disregarded and compliance with stating any specificity for their objection(s)!**

FRCP 34(b)(2)(C): Objections. **An objection must state whether any responsive materials are being withheld on the basis of that objection.** An objection to part of a request must specify the part and permit inspection of the rest.

PART 2 - The answer of “not reasonably calculated to lead to the discovery of admissible evidence” As noted this answer not only violates FRCP 26(b)(1) it is also directly contradictory to it!

FRCP 26(b)(1): Scope in General. Unless otherwise limited by court order, the scope of discovery is as follows: Parties may obtain discovery regarding **any** nonprivileged matter that is relevant to any party's claim or defense and proportional to the needs of the case, considering the importance of the issues at stake in the action, the amount in controversy, the parties' relative access to relevant information, the parties' resources, the importance of the discovery in resolving the issues, and whether the burden or expense of the proposed discovery outweighs its likely benefit. **Information within this scope of discovery need not be admissible in evidence to be discoverable.**

**** AS NOTED BY FANNIE MAE'S OWN RULES THE SERVICE PROVIDER (BANK OF AMERICA) AND OR ITSELF WAS TO PROVIDE Ms. Bishop NOTICE WITHIN 15 DAYS AFTER FANNIE MAE TOOK POSSESSION OF SAID NOTE AND MORTGAGE. Thus, there has to be documentation showing that Fannie Mae either purchased the said Loan from Bank of America, or that Bank of America and Fannie Mae engaged in what is known as a table top loans where the bank/lender pretends to be the lender when Fannie Mae hides in the background and it the actual lender in the loan process despite not being named on the loan documents or disclosed to the borrower!**

I refer to the fact that Bank of America not only has extensive number of cases involving the forging of mortgage documents they have also been caught playing hide and seek with the mortgages and notes with that of Fannie Mae: I refer you to an article written by Francine McKenna on behalf of Forbes Magazine: <https://www.forbes.com/sites/francinemckenna/2011/08/11/fool-me-twice-bank-of-america-plays-hide-and-seek-using-fannie-mae/#5d977fe68856>

"Fool Me Twice: Bank of America Plays Hide And Seek Using Fannie Mae"

PART 3 – The answer of "Notwithstanding and without waiving the foregoing objections, and to the extent that the information requested is applicable, the Plaintiff directs attention to the enclosed documents."

As noted there is not a single document provided that shows any correspondence, information, or noted individual having correspondence with Fannie Mae despite on Bank of America request for a CERTIFIED COPY of the MORTGAGE shows Fannie Mae as an investor. It should also be noted that there is absolutely nothing within the proclaimed mortgage or Note that discloses there to ever be any type of investor!!!! But then again, the court under your guidance is not about TRUTH, or for that matter a Fair and Honest Hearing/Trial; your observable actions have proven yourself to be nothing short of a gatekeeper against the TRUTH being exposed to the PEOPLE.

REQUEST 13: Copies of any and all documents or information relating to defendants and in possession of the plaintiff or prior owner or servicer of the Note and Mortgage that have not previously been disclosed above.

Were these DOCUMENTS provided to the DEFENDANT by that of the Plaintiff as shown on Page 5 of the ORDER, as you Judge Griffith have proclaimed that “the Plaintiff has **produced most, if not all**, of the documents concerning the foreclosure action? **Answer = “NO”**

Am I, and was I not entitled to these DOCUMENTS in accordance with FRCP 26 and FRCP 34?

The response of the said plaintiff was “The Plaintiff objects to this request on the grounds that it is **overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Notwithstanding and without waiving the foregoing objections, and to the extent that the information requested is applicable, the Plaintiff directs attention to the enclosed documents.”**

Here we go again with the same script. Thus, I need to expose the TRUTH referencing the same Rules of Civil Procedure that you as a JUDGE have deemed non-applicable to brethren of the BAR!

PART 1 – The answer of “The Plaintiff objects to this request on the grounds that it is overly broad, unduly burdensome” holds no water as the answer in itself is what is vague! I guess this lawyer failed to do well in school, as he would have learned that SPECIFICITY means to reference the SPECIFICS i.e. who, what, where, when, and why of a statement/answer! Likewise, do I need to once again inform both yourself, JUDGE, and the plaintiff of **FRCP 34(b)(2)(B)** and **FRCP 34(b)(2)(C)**? Then again, what difference does it make as you yourself have already acted as the Plaintiff from the bench, suppressed evidence that exposes the TRUTH, and declared a document to be an original merely because you put your green stamp on it; despite no authentication of said document!

FRCP 34(b)(2)(B): Responding to Each Item. For each item or category, the response **must either state that inspection and related activities will be permitted as requested or state with specificity** the grounds for objecting to the request, including the reasons. The responding party may state that it will produce copies of documents or of electronically stored information instead of permitting inspection. The production must then be completed no later than the time for inspection specified in the request or another reasonable time specified in the response.

**** As noted not only has the plaintiff not produced the requested documents but has disregarded and compliance with stating any specificity for their objection(s)!**

FRCP 34(b)(2)(C): Objections. **An objection must state whether any responsive materials are being withheld on the basis of that objection.** An objection to part of a request must specify the part and permit inspection of the rest.

PART 2 - The answer of “not reasonably calculated to lead to the discovery of admissible evidence” As noted this answer not only violates FRCP 26(b)(1) it is also directly contradictory to it!

FRCP 26(b)(1): Scope in General. Unless otherwise limited by court order, the scope of discovery is as follows: Parties may obtain discovery regarding **any** nonprivileged matter that is relevant to any party's claim or defense and proportional to the needs of the case, considering the importance of the issues at stake in the action, the amount in controversy, the parties' relative access to relevant information, the parties' resources, the importance of the discovery in resolving the issues, and whether the burden or expense of the proposed discovery outweighs its likely benefit. **Information within this scope of discovery need not be admissible in evidence to be discoverable.**

PART 3 – The answer of “Notwithstanding and without waiving the foregoing objections, and to the extent that the information requested is applicable, the Plaintiff directs attention to the enclosed documents.”

As noted there is not a single document provided that shows any correspondence, information, or noted individual having correspondence with Fannie Mae despite on Bank of America request for a **CERTIFIED COPY** of the **MORTGAGE** it shows Fannie Mae as an investor. It should also be noted that there is absolutely nothing within the proclaimed mortgage or Note that discloses there to ever be any assignment nor selling to Fannie Mae, despite the fact that the Fannie Mae Website confirms that they even to this day **OWN** the said **LOAN** being foreclosed on by Bank of America! It should also be noted that in order for the website to produce its end result the website must have the name of the borrower, the address in question, and the last 4 of the social security number of the borrower. Likewise, all these inputs must match the records of Fannie Mae; then and only then will it output the end result of whether or not it owns the loan in question. Thus, how does Fannie Mae have My Information, and the property address if it never had anything to do with me or the mortgage? But then again, the court under your guidance is not about **TRUTH**, or for that matter a Fair and Honest Hearing/Trial; your observable actions have proven yourself to be nothing short of a gatekeeper against the **TRUTH** being exposed to the **PEOPLE**.

REQUEST 14: Copies of all internal rules and procedures pertaining to proper document retention and measures employed to prevent loss or destruction of relevant materials pertaining to the foreclosure process including the identification of the each location where the Note and Mortgage have been stored.

Were these **DOCUMENTS** provided to the **DEFENDANT** by that of the Plaintiff as shown on Page 5 of the **ORDER**, as you Judge Griffith have proclaimed that “the Plaintiff has **produced most, if not all**, of the documents concerning the foreclosure action? **Answer = “NO”**

Am I, and was I not entitled to these **DOCUMENTS** in accordance with **FRCP 26** and **FRCP 34**?

The response of the said plaintiff was “The Plaintiff objects to this request on the grounds that it is overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence.”

As noted this was a Two Part Answer, therefore we will address this in Two Parts!

PART 1 – The answer of “The Plaintiff objects to this request on the grounds that it is overly broad, unduly burdensome” Do I need to once again inform both yourself, JUDGE, and the plaintiff of **FRCP 34(b)(2)(B)** and **FRCP 34(b)(2)(C)**? Then again, what difference does it make as you yourself have already acted as the Plaintiff from the bench, suppressed evidence that exposes the TRUTH, and declared a document to be an original merely because you put your green stamp on it; despite no authentication of said document!

FRCP 34(b)(2)(B): Responding to Each Item. For each item or category, the response **must either state that inspection and related activities will be permitted as requested or state with specificity** the grounds for objecting to the request, including the reasons. The responding party may state that it will produce copies of documents or of electronically stored information instead of permitting inspection. The production must then be completed no later than the time for inspection specified in the request or another reasonable time specified in the response.

**** As noted not only has the plaintiff not produced the requested documents but has disregarded and compliance with stating any specificity for their objection(s)!**

FRCP 34(b)(2)(C): Objections. **An objection must state whether any responsive materials are being withheld on the basis of that objection.** An objection to part of a request must specify the part and permit inspection of the rest.

PART 2 - The answer of “not reasonably calculated to lead to the discovery of admissible evidence” As noted this answer not only violates **FRCP 26(b)(1)** it also directly contradicts it!

FRCP 26(b)(1): Scope in General. Unless otherwise limited by court order, the scope of discovery is as follows: Parties may obtain discovery regarding **any** nonprivileged matter that is relevant to any party's claim or defense and proportional to the needs of the case, considering the importance of the issues at stake in the action, the amount in controversy, the parties' relative access to relevant information, the parties' resources, the importance of the discovery in resolving the issues, and whether the burden or expense of the proposed discovery outweighs its likely benefit. **Information within this scope of discovery need not be admissible in evidence to be discoverable.**

**** AS NOTED BY FANNIE MAE'S OWN RULES, THE SERVICE PROVIDER (BANK OF AMERICA) AND OR ITSELF WAS TO PROVIDE Ms. Bishop NOTICE WITHIN 15 DAYS AFTER FANNIE MAE TOOK POSSESSION OF SAID NOTE AND MORTGAGE. Thus, there has to be documentation showing that Fannie Mae either purchased the said Loan from Bank of America, or that Bank of America and Fannie Mae engaged in what is known as a table top loans where the bank/lender pretends to be the lender when Fannie Mae hides in the background and it the actual lender in the loan process despite not being named on the loan documents or disclosed to the borrower!**

I refer to the fact that Bank of America not only has extensive number of cases involving the forging of mortgage documents; they have also been caught playing hide and seek with the mortgages and notes with that of Fannie Mae: I refer you to an article written by Francine McKenna on behalf of Forbes Magazine: <https://www.forbes.com/sites/francinemckenna/2011/08/11/fool-me-twice-bank-of-america-plays-hide-and-seek-using-fannie-mae/#5d977fe68856>

"Fool Me Twice: Bank of America Plays Hide And Seek Using Fannie Mae"

REQUEST 15: Copies of all non-confidential employment records for each employee involved directly or indirectly in handling any aspect of the foreclosure process prior to or during the pendency of the suit.

Were these DOCUMENTS provided to the DEFENDANT by that of the Plaintiff as shown on Page 5 of the ORDER, as you Judge Griffith have proclaimed that "the Plaintiff has **produced most, if not all**, of the documents concerning the foreclosure action? **Answer = "NO"**

Am I, and was I not entitled to these DOCUMENTS in accordance with FRCP 26 and FRCP 34?

The response of the said plaintiff was **"The Plaintiff objects to this request on the grounds that it is overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence."**

As noted this was a Two Part Answer, therefore we will address this in Two Parts!

PART 1 – The answer of "The Plaintiff objects to this request on the grounds that it is overly broad, unduly burdensome" Do I need to once again inform both yourself, JUDGE, and the plaintiff of **FRCP 34(b)(2)(B)** and **FRCP 34(b)(2)(C)**? Then again, what difference does it make as you yourself have already acted as the Plaintiff from the bench, suppressed evidence that exposes the TRUTH, and declared a document to be an original merely because you put your green stamp on it; despite no authentication of said document!

FRCP 34(b)(2)(B): Responding to Each Item. For each item or category, the response **must either state that inspection and related activities will be permitted as requested or state with specificity** the grounds for objecting to the request, including the reasons. The responding party may state that it will produce copies of documents or of electronically stored information instead of permitting inspection. The production must then be completed no later than the time for inspection specified in the request or another reasonable time specified in the response.

**** As noted not only has the plaintiff not produced the requested documents but has disregarded and compliance with stating any specificity for their objection(s)!**

FRCP 34(b)(2)(C): Objections. An objection must state whether any responsive materials are being withheld on the basis of that objection. An objection to part of a request must specify the part and permit inspection of the rest.

PART 2 - The answer of “not reasonably calculated to lead to the discovery of admissible evidence” As noted this answer not only violates FRCP 26(b)(1) it also directly contradicts it!

FRCP 26(b)(1): Scope in General. Unless otherwise limited by court order, the scope of discovery is as follows: Parties may obtain discovery regarding **any** nonprivileged matter that is relevant to any party's claim or defense and proportional to the needs of the case, considering the importance of the issues at stake in the action, the amount in controversy, the parties' relative access to relevant information, the parties' resources, the importance of the discovery in resolving the issues, and whether the burden or expense of the proposed discovery outweighs its likely benefit. **Information within this scope of discovery need not be admissible in evidence to be discoverable.**

REQUEST 16: Copies of all licenses and authority to provide notary services required for each notary utilized for any portion of the pleadings or filings utilized in this case by plaintiff.

Were these DOCUMENTS provided to the DEFENDANT by that of the Plaintiff as shown on Page 5 of the ORDER, as you Judge Griffith have proclaimed that “the Plaintiff has **produced most, if not all**, of the documents concerning the foreclosure action? **Answer = “NO”**

Am I, and was I not entitled to these DOCUMENTS in accordance with FRCP 26 and FRCP 34?

The response of the said plaintiff was “**The Plaintiff objects to this request on the grounds that it is overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence.**”

As noted this was a Two Part Answer, therefore we will address this in Two Parts!

PART 1 – The answer of “The Plaintiff objects to this request on the grounds that it is overly broad, unduly burdensome” Do I need to once again inform both yourself, JUDGE, and the plaintiff of **FRCP 34(b)(2)(B)** and **FRCP 34(b)(2)(C)**? Then again, what difference does it make as you yourself have already acted as the Plaintiff from the bench, suppressed evidence that exposes the TRUTH, and declared a document to be an original merely because you put your green stamp on it; despite no authentication of said document!

FRCP 34(b)(2)(B): Responding to Each Item. For each item or category, the response **must either state that inspection and related activities will be permitted as requested or state with specificity** the grounds for objecting to the request, including the reasons. The responding party may state that it will produce copies of documents or of electronically stored information instead of permitting inspection.

The production must then be completed no later than the time for inspection specified in the request or another reasonable time specified in the response.

**** As noted not only has the plaintiff not produced the requested documents but has disregarded and compliance with stating any specificity for their objection(s)!**

FRCP 34(b)(2)(C): Objections. An objection must state whether any responsive materials are being withheld on the basis of that objection. An objection to part of a request must specify the part and permit inspection of the rest.

PART 2 - The answer of "not reasonably calculated to lead to the discovery of admissible evidence" As noted this answer not only violates FRCP 26(b)(1) it also directly contradicts it!

FRCP 26(b)(1): Scope in General. Unless otherwise limited by court order, the scope of discovery is as follows: Parties may obtain discovery regarding **any** nonprivileged matter that is relevant to any party's claim or defense and proportional to the needs of the case, considering the importance of the issues at stake in the action, the amount in controversy, the parties' relative access to relevant information, the parties' resources, the importance of the discovery in resolving the issues, and whether the burden or expense of the proposed discovery outweighs its likely benefit. **Information within this scope of discovery need not be admissible in evidence to be discoverable.**

REQUEST 17: Copies of all financial transactions performed by the Plaintiff to include: account creation (Demand Deposit Account) or any other account creation, financial recording in regards to the Defendant, general journal entries, balance sheet adjustments, and deposit of money, check, or credit to said Plaintiff in relation to the Defendant, Promissory Note with Defendant Signature, or said property 306 Coral Way, Belvedere, South Carolina 29841 or 306 Coral Way, North Augusta, South Carolina 29841.

Were these DOCUMENTS provided to the DEFENDANT by that of the Plaintiff as shown on Page 5 of the ORDER, as you Judge Griffith have proclaimed that "the Plaintiff has **produced most, if not all**, of the documents concerning the foreclosure action? **Answer = "NO"**

Am I, and was I not entitled to these DOCUMENTS in accordance with FRCP 26 and FRCP 34?

The response of the said plaintiff was "The Plaintiff objects to this request on the grounds that it is overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence."

As noted this was a Two Part Answer, therefore we will address this in Two Parts!

PART 1 – The answer of “The Plaintiff objects to this request on the grounds that it is overly broad, unduly burdensome” Do I need to once again inform both yourself, JUDGE, and the plaintiff of **FRCP 34(b)(2)(B)** and **FRCP 34(b)(2)(C)**? Then again, what difference does it make as you yourself have already acted as the Plaintiff from the bench, suppressed evidence that exposes the TRUTH, and declared a document to be an original merely because you put your green stamp on it; despite no authentication of said document!

FRCP 34(b)(2)(B): Responding to Each Item. For each item or category, the response **must either state that inspection and related activities will be permitted as requested or state with specificity** the grounds for objecting to the request, including the reasons. The responding party may state that it will produce copies of documents or of electronically stored information instead of permitting inspection. The production must then be completed no later than the time for inspection specified in the request or another reasonable time specified in the response.

**** As noted not only has the plaintiff not produced the requested documents but has disregarded and compliance with stating any specificity for their objection(s)!**

FRCP 34(b)(2)(C): Objections. **An objection must state whether any responsive materials are being withheld on the basis of that objection.** An objection to part of a request must specify the part and permit inspection of the rest.

PART 2 - The answer of “not reasonably calculated to lead to the discovery of admissible evidence” As noted this answer not only violates FRCP 26(b)(1) it also directly contradicts it!

FRCP 26(b)(1): Scope in General. Unless otherwise limited by court order, the scope of discovery is as follows: Parties may obtain discovery regarding **any** nonprivileged matter that is relevant to any party's claim or defense and proportional to the needs of the case, considering the importance of the issues at stake in the action, the amount in controversy, the parties' relative access to relevant information, the parties' resources, the importance of the discovery in resolving the issues, and whether the burden or expense of the proposed discovery outweighs its likely benefit. **Information within this scope of discovery need not be admissible in evidence to be discoverable.**

As noted the withholding of said information and documentation violates the Rules of Civil Procedure. Likewise, as noted this information/documentation is crucial because it attacks the root of the FRAUD for which YOU as a Judge were notified during the Motions to Dismiss! It is clearly established that if the proclaim loan was nothing more than the Bank of America creating money out of thin air by using MY SIGNATURE on MY PROMISSORY NOTE without my consent or knowledge then the BANK did not lend me a single cent. Thus, if the bank lent me not a single cent of its own money then it has NO STANDING to bring any suit due to ABSOLUTELY SUSTAINING NO DAMAGES. In fact if anyone was damaged it would be me under that of USURY LAWS!!!

But then again, the court under your guidance is not about TRUTH, or for that matter a Fair and Honest Hearing/Trial; your observable actions have proven yourself to be nothing short of a gatekeeper against the TRUTH being exposed to the PEOPLE.

REQUEST 18: Copies of all financial transactions performed by the Plaintiff in regards to any and all interactions with the said mortgage insurance company who is inclusive to the payments by the Defendant in regards to property located at 306 Coral Way, Belvedere, South Carolina 29841 or 306 Coral Way, North Augusta, South Carolina 29841.

Were these DOCUMENTS provided to the DEFENDANT by that of the Plaintiff as shown on Page 5 of the ORDER, as you Judge Griffith have proclaimed that "the Plaintiff has **produced most, if not all**, of the documents concerning the foreclosure action? **Answer = "NO"**

Am I, and was I not entitled to these DOCUMENTS in accordance with FRCP 26 and FRCP 34?

The response of the said plaintiff was "The Plaintiff objects to this request on the grounds that it is overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Notwithstanding and without waiving the foregoing objections, and to the extent that the information requested is applicable, the Plaintiff directs attention to the enclosed documents."

As noted this was a THREE Part Answer, therefore we will address this in THREE Parts!

PART 1 – The answer of "The Plaintiff objects to this request on the grounds that it is overly broad, unduly burdensome" Do I need to once again inform both yourself, JUDGE, and the plaintiff of **FRCP 34(b)(2)(B)** and **FRCP 34(b)(2)(C)**? Then again, what difference does it make as you yourself have already acted as the Plaintiff from the bench, suppressed evidence that exposes the TRUTH, and declared a document to be an original merely because you put your green stamp on it; despite no authentication of said document!

FRCP 34(b)(2)(B): Responding to Each Item. For each item or category, the response **must either state that inspection and related activities will be permitted as requested or state with specificity** the grounds for objecting to the request, including the reasons. The responding party may state that it will produce copies of documents or of electronically stored information instead of permitting inspection. The production must then be completed no later than the time for inspection specified in the request or another reasonable time specified in the response.

**** As noted not only has the plaintiff not produced the requested documents but has disregarded and compliance with stating any specificity for their objection(s)!**

FRCP 34(b)(2)(C): Objections. An objection must state whether any responsive materials are being withheld on the basis of that objection. An objection to part of a request must specify the part and permit inspection of the rest.

PART 2 - The answer of "not reasonably calculated to lead to the discovery of admissible evidence" As noted this answer not only violates FRCP 26(b)(1) it also directly contradicts it!

FRCP 26(b)(1): Scope in General. Unless otherwise limited by court order, the scope of discovery is as follows: Parties may obtain discovery regarding **any** nonprivileged matter that is relevant to any party's claim or defense and proportional to the needs of the case, considering the importance of the issues at stake in the action, the amount in controversy, the parties' relative access to relevant information, the parties' resources, the importance of the discovery in resolving the issues, and whether the burden or expense of the proposed discovery outweighs its likely benefit. **Information within this scope of discovery need not be admissible in evidence to be discoverable**

PART 3 - The answer of "Notwithstanding and without waiving the foregoing objections, and to the extent that the information requested is applicable, the Plaintiff directs attention to the enclosed documents."

As noted there is not a single document provided that shows any correspondence, information, or noted individual having correspondence with any **INSURANCE Company**. Thus, to refer to the information within your exhibit **JUDGE** is pure Bovine Excrement; to give the appearance of providing something for which the Plaintiff has and did **NOT!** As noted I am entitled to this documentation and information in accordance with the Law and regulations as set forth in the Rules of Civil Procedure!

You as a judge know quite well if Bank of America received one cent from the **INSURANCE Company** from which "I" was **EXTORTED** to purchase; and Bank of America was Paid in Full in regards to the banks false claim of Right to Foreclose then once again Bank of America has sustained no financial damage if Paid in Full from **INSURANCE** that was paid for by me the defendant! As Bank of America would be "Paid in Full" it would this have no claim of any financial damage and thereby **NO STANDING** in any court to bring such a foreclosure action! Do you dispute this **FACT JUDGE GRIFFITH?** Do you likewise, dispute that this requested documentation was not and has not been provided to me by that of the Plaintiff?

But then again, the court under your guidance is not about **TRUTH**, or for that matter a Fair and Honest Hearing/Trial; your observable actions have proven yourself to be nothing short of a gatekeeper against the **TRUTH** being exposed to the **PEOPLE**.

REQUEST 19: Copies of all Mortgages and Notes showing as started for 306 Coral Way, Belvedere, South Carolina 29841 or 306 Coral Way, North Augusta, South Carolina 29841 from January 2003 through present date on Plaintiff known nominee, (Mortgage Electric Registration Systems), website.

Were these DOCUMENTS provided to the DEFENDANT by that of the Plaintiff as shown on Page 5 of the ORDER, as you Judge Griffith have proclaimed that "the Plaintiff has **produced most, if not all**, of the documents concerning the foreclosure action? **Answer = "NO"**
Am I, and was I not entitled to these DOCUMENTS in accordance with FRCP 26 and FRCP 34?

The response of the said plaintiff was "The Plaintiff objects to this request on the grounds that it is overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Notwithstanding and without waiving the foregoing objections, and to the extent that the information requested is applicable, the Plaintiff directs attention to the enclosed documents."

As noted this was a THREE Part Answer, therefore we will address this in THREE Parts!

PART 1 – The answer of "The Plaintiff objects to this request on the grounds that it is overly broad, unduly burdensome" Do I need to once again inform both yourself, JUDGE, and the plaintiff of **FRCP 34(b)(2)(B)** and **FRCP 34(b)(2)(C)**? Then again, what difference does it make as you yourself have already acted as the Plaintiff from the bench, suppressed evidence that exposes the TRUTH, and declared a document to be an original merely because you put your green stamp on it; despite no authentication of said document!

FRCP 34(b)(2)(B): Responding to Each Item. For each item or category, the response **must either state that inspection and related activities will be permitted as requested or state with specificity** the grounds for objecting to the request, including the reasons. The responding party may state that it will produce copies of documents or of electronically stored information instead of permitting inspection. The production must then be completed no later than the time for inspection specified in the request or another reasonable time specified in the response.

**** As noted not only has the plaintiff not produced the requested documents but has disregarded and compliance with stating any specificity for their objection(s)!**

FRCP 34(b)(2)(C): Objections. **An objection must state whether any responsive materials are being withheld on the basis of that objection.** An objection to part of a request must specify the part and permit inspection of the rest.

PART 2 – The answer of "not reasonably calculated to lead to the discovery of admissible evidence"
As noted this answer not only violates FRCP 26(b)(1) it also directly contradicts it!

FRCP 26(b)(1): Scope in General. Unless otherwise limited by court order, the scope of discovery is as follows: Parties may obtain discovery regarding **any** nonprivileged matter that is relevant to any party's claim or defense and proportional to the needs of the case, considering the importance of the issues at stake in the action, the amount in controversy, the parties' relative access to relevant information, the parties' resources, the importance of the discovery in resolving the issues, and whether the burden or expense of the proposed discovery outweighs its likely benefit. **Information within this scope of discovery need not be admissible in evidence to be discoverable**

PART 3 - The answer of "Notwithstanding and without waiving the foregoing objections, and to the extent that the information requested is applicable, the Plaintiff directs attention to the enclosed documents."

As noted there is not a single document provided that shows any correspondence, information, or noted individual having correspondence with MERS, Mortgage Electronic Registration Systems. Thus, to refer to the information within your exhibit JUDGE is pure Bovine Excrement; to give the appearance of providing something for which the Plaintiff has and did NOT! As noted I am entitled to this documentation and information in accordance with the Law and regulations as set forth in the Rules of Civil Procedure!

Judge do you dispute that I have provided proof that not only that there are multiple mortgages and notes on the said property in question, but SEVEN of these were originated while my Mortgage and Note was supposedly in possession of Bank of America (for which Bank of America has claimed that no assignments exist yet the evidence that you refuse to let be submitted into the record states otherwise to anyone and everyone with COMMON SENSE! As noted, one of those seven Mortgages and Notes was actually originated by Bank of America itself! As it has been stipulated in extensive court cases that MERS is a nominee for Bank of America, and Bank of America proved it was not in possession of my said mortgage by their own ACTION of requesting a CERTIFIED COPY of the Mortgage from the County Court of Records gives substantial PROOF that there was a broken Title Chain and possession of the said note and mortgage. Likewise, as Bank of America had requested a copy of the Mortgage clearly illustrates that the MORTGAGE has been BIFURCATED from that of the Note; thereby in accordance with multiple court cases to include "Carpenter v. Longan 83 U.S. 271 (1872) states clearly once this action occurs the Promissory Note is NULL and VOID. Thus, if said Note is Null and Void then the Note CANNOT be collected by anyone after that specified date of the BIFURCATION!

But then again, the court under your guidance is not about TRUTH, or for that matter a Fair and Honest Hearing/Trial; your observable actions have proven yourself to be nothing short of a gatekeeper against the TRUTH being exposed to the PEOPLE.

REQUEST 20: Copies of all Documents between the Plaintiff and MERS, Mortgage Electronic Registration Systems, from January 20003 to present date in regards to property noted as 306 Coral Way, Belvedere, South Carolina 29841or 306 Coral Way, North Augusta, South Carolina 29841.