

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM AIKEN COUNTY
Court of Master-in-Equity
Case No. 2015-CP-02-00578

M. Anderson Griffith, Judge

Case No. 2018-000798

US Bank.....Respondent

vs.

Anthony J. West and Janet L. West.....Appellants

SECOND AMENDED INTITAL BRIEF OF THE APPELLANTS

Date: February 13, 2019



Anthony J. West, A/K/A Jerry West
Janet L. West, F/K/A Janet L. Cox
Pro Se Appellants
Residence of Aiken County, South Carolina

cc: William Price Stork, Esquire
Tasha B. Thompson, Esquire
Benjamin Rush Smith III, Esquire
Nicholas Andrew Charles. Esquire
The Honorable M. Anderson Griffith

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Standard of Review.....

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Arguments : Appellants Constitution Right to Procedural Due Process was violated Appellant's right to procedural due process under both The United States Constitution and The South Carolina Constitution. The 14th Amendment to The United States Constitution Guarantees The United States citizens that no state shall “deprive any person of life, liberty, or property without due process of law.” Article 1, Section 3 of The South Carolina Constitution guarantees the same right to South Carolina citizens.

Conclusion.....

Statues

TABLE OF AUTHORITIES
CASES

RULES

SC Rule 37

37-20-110 (1) (2)

37-20-130

37-22-110 (1) (2) (5) (9) (22) (I) (ii) (23) (24) (25) (27)

37-22-120 (A) 1 (B) (C)

37-22-140 (c) 28, 29, 32

SC Code Ann. 37-23-10

History 2003 Ant No. 42, Section 1 eff. January 01, 2004

SC Code 37-23-10 (1) (2) (6) 14

TABLE OF AUTHORITIES
CASES

Javaheri vs. JP Morgan Chase 9th Circuit Court
No. 12-56566 (Cv10-8185 ODW) Violation of Civil Code Sec 2923.5

Gillies vs. J.P. Morgan Chase 9th Circuit Court
No. 13-55256 (District Court case No. CV12-10394GW)

Ernest Michael Bakenire on Behalf of himself and all similarly situated
vs. JP Morgan Chase Bank, N.A
Case SAV12-0060 JVS (MLGX)

Carswell vs. JP Morgan Chase
Dist Ct No. CV10-5152 9th Circuit No. 11-55423

STATUES

RESPA 1974

U.S. CODES

12 U.S.C. 2601et.Seq
12 U.S.C. § 2601-2617
12 U.S.C. 2602 (3) and 24 C.F.R. Part 3500.2(b)
15 U.S.C. Sec. 1601 et. Seq
18 U.S.C. §2- Aiding and Abetting
18 U.S.C. § 371 Conspiracy
18 U.S.C. §1343- Fraud by wire
18 U.S.C. §1344- Bank Fraud

The National Affordable Housing Act of 1990

State Board of Financial Institutions Chapter 1 title 34

TILA- Truth In Lending Act

History :2009 Act No 67 Section 2 Eff January 1, 2010
2017 Act No. 93 (5.3660 Section 1, eff September 16, 2017

Nationwide Licensing System Registry
History 2009 Act No. 67 Sec. 2 eff. January 01, 2010
2017 Act No. 93 (5.366) Sec. 1 eff. September 16, 2017

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STATEMENT OF CASE

This case arises by allege refinanced lender Aames Funding Corporation DBA Aames Home Loans of California commenced by closing attorney Dufour and Broker with First Funding Mortgage on January 02, 2004. Closing Attorney Raymond telling us to put December 2003 date on papers. A HUD Settlement Sheet stating Aames of Florida, of the cost breakdown given by Attorney Dufour. There was no notary present. False misrepresentation of egregious and ongoing fraudulently representation schemes, deceptions, of unclear/unknown lender(s) and LaSalle Bank indicated as lender of Appellants Chapter 7 Bankruptcy in 2005. Preponderance of evidence of improper, illegal use of the allege Plaintiffs, it's counsel,

predecessors, perpetrators, illegal actions on the Appellants identity, credit and property,

Pursuant SC Rule 37

Judge Griffith proceedings favoring kindness towards Attorney Raymond Dufour SC Bar #
and Plaintiffs Attorney William Stork, SC Bar #10042.

Aiken County Judge Griffith Master-in-Equity; may have an conflict of interest, and/or aided and
abetted. In order to keep the true matters sealed of illegal actions by others. Appellants income
during 2003-2011 \$25,000.00 to \$31,000.00 the loan was for \$81,0000. The appraisal was
inflated. Appellants were paying by these bank names during the years: Chase Manhattan Bank,
Chase Home Finance, Chase Home Mortgage, JP Morgan Chase which ever name was told or
indicated on statements at the time.

STATEMENT OF CASE

This case arises by allege refinanced lender Aames Funding Corporation DBA Aames Home Loans of California commenced by closing attorney Dufour and Broker with First Funding Mortgage on January 02, 2004. Closing Attorney Raymond telling us to put December 2003 date on papers. A HUD Settlement Sheet stating Aames of Florida, of the cost breakdown given by Attorney Dufour. There was no notary present. False misrepresentation of egregious and ongoing fraudulently representation schemes, deceptions, of unclear/unknown lender(s) and LaSalle Bank indicated as lender of Appellants Chapter 7 Bankruptcy in 2005.

Preponderance of evidence of improper, illegal use of the allege Plaintiffs, it's counsel, predecessors, perpetrators, illegal actions on the Appellants identity, credit and property, Pursuant SC Rule 37

Judge Griffith proceedings favoring kindness towards Attorney Raymond Dufour SC Bar # and Plaintiffs Attorney William Stork, SC Bar #10042.

Aiken County Master-in-Equity; may have an conflict of interest, and/or aided and abetted. In order to keep the true matters sealed of illegal actions by others. Appellants income during 2003-2011 \$25,000.00 to \$31,000.00 the appraisal was inflated. Janet West lost future retirement benefits with The Aiken County Government ABBE Regional Library System and had to cash out \$3,000.00 to pay Chase Manhattan Bank, Chase Home Finance, Chase Home Mortgage, JP Morgan Chase which ever name was told or indicated on statements at the time.

STATEMENT OF CASE

Paid Aames for a month, till receiving letter dated February 12, 2004 from Aames Home Loans
350 S. Grand Avenue, 42nd Floor, Los Angeles California 90071

In reference to court hearing February 01, 2018. (No one was sworn in for proceeding.) Creel
Court Reporting present. Judge M. Anderson Griffith order March 26, 2018 in favor of the
Plaintiffs. (Noticed Amended Answers with Exhibits was stamped as exhibits for February 02,
2018 after the court hearing.)

The judge ignored, disregarded our statements orally in court, and filings Answers April 2015
and Amended Answers May 01, 2015 with exhibits. Or email transmittal's throughout March
2015 through April 2018 (to or by) the clerk of court, or received or sent by Plaintiffs Counsel,
Clerk of Court, Master-In-Equity or Defendants.

August 2017 Judge Griffith only approved the Note for the Plaintiffs counsel to produce.

Judge was adamant stating "we (The Defendants) could get the records from Aiken County."

I/we the Defendants informed the Judge, "Even though the assignment of mortgage was
recorded, does not mean it is true or accurate." Aames Home Loans and Aames Funding
Corporation has been recorded at The Aiken County Records December 2003.

Assignment of Mortgage was recorded July 11, 2014 by Chase C/O Nationwide Title Clearing
LLC, Florida, however the notary is from Louisiana.

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STATEMENT OF CASE

As for the invalidated mortgage and note signing, The notary was not present at the signing and the notary signature defer from signature on Mortgage filed December 31, 2003.

According to Aiken County Records, Mortgage is indicated as Aames out of California, but the Settlement sheet by Raymond Dufour indicates Aames from Florida.

Appellants subpoena Closing Attorney Raymond Dufour when Appellants noticed his affidavit in the records Plaintiffs submitted.

Appellants discovered on February 01, 2018, closing Attorney Raymond Dufour paid Savannah River Federal Credit Union \$58,714.11 dated December 31, 2003.

Appellant's filed an memo of opposition, January 31, 2018, Error, as it was to be in support of recent findings to include in Appellants arguments. The appraisal document received by Attorney William Stork, on August 31, 2017. Indicated First Funding as the lender and there was no mobile home listed on document.

Reference to court hearing August 31, 2017 with Judge Griffith residing. Motion to Order by Appellant's. Pursuant SC Rule 33 and Rule 34. (No one was sworn in for the proceeding.) The Aiken County Employee of Judge Griffith was present recording the proceeding.

STATEMENT OF CASE

The judge denied court hearing, however, apparently change his mind. Judge only allowed the note to produce. (CD given to Appellants, and unable to hear clearly.) (unsure if Plaintiffs Counsel paid for proceeding.)

Reference to June 13, 2016 court with Judge Early presiding without Appellant's on the rosters. Appellants were present, and according to Kim on the same day. Appellant's received in US Postal Mail, an Form 4 indicating an intervention between the parties, and the case was dismissed. However an deception, as Appellants with knowledge of many years of experience.

Chase approval by telephone conversation June or July 2009 than many years afterwards, through US Postal Mailing, denied, any kind of modification, nothing available, or we did not qualify. Many letters from Chase of contradictions to apply, then did not qualify.

Appellants received letter dated; February 12, 2015 Scott Law Firm, P.A. Attorney William S. Koehler informing Respondents referred to their firm for Foreclosure, however, alternatives may be available to avoid the foreclosure. This letter stating Chase Bank, N.A. is the server for US Bank.

On March 06, 2015 the Respondents; US Bank, and it's counsel filed a foreclosure on the Appellants primary residents located in Aiken County, South Carolina.

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Respondent's

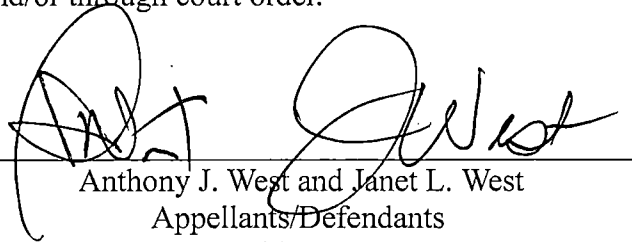
vs.

Anthony J. West, and Janet L. West

Appellant's

I certify that this Second Amended Initial Brief contains no matter which is irrelevant to this appeal. Any information provided has been through fillings by Plaintiffs and Defendants and exhibit's May 01, 2015 and/or through court order.

February 13, 2019



Anthony J. West and Janet L. West
Appellants/Defendants
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