

Record/FILE ON DEMAND

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**RECORD ON APPEAL**

THE STATE OF SOUTH CAROLINA  
In The Court of Appeals

APPEAL FROM DORCHESTER COUNTY  
Court of Common Pleas

Diane S. Goodstein, Circuit Court Judge

Case No. 2016CP1801678

**RECEIVED**  
AUG 22 2019  
SC Court of Appeals

Wilmington Savings Fund  
Society FSB as Trustee of  
Stanwich M,

Respondent,

v.

Nelson L. Bruce, et al.,

Appellant.

**RECORD ON APPEAL**

Nelson L. Bruce, Propria Persona, Sui Juris  
c/o PMB1605 Central Avenue, Suite 6 # 167  
Summerville, South Carolina 29483  
(843) 437-7901  
Appellant

William S. Koehler Esquire  
1201 Main Street, Suite 1450  
Columbia, South Carolina 29201  
(803) 828-0880  
Attorney for Respondent

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IN THE COURT OF COMMON PLEAS COURT OF DORCHESTER COUNTY  
IN AND FOR THE REPUBLIC OF SOUTH CAROLINA

Wilmington Savings Fund Society, FSB as  
Trustee of Stanwich Mortgage Loan Trust C

Plaintiff,

v.

Nelson L. Bruce, Sui Juris, et al., et al.

Defendant(s).

Sub contract case No.: 16-CP-18-1678

**PRESENTMENT TO COMPEL**

**ARBITRATION MOTION TO STAY**

pursuant to the Federal Arbitration Act, 9  
U.S.C. § 1, FAA § 3 or 4 and Supported  
by Federal Rules 12(b)(1), 12(b)(3), or  
12(b)(6) and law.

The contract referred to is # 2019-  
0108BRUCWSFCM-S12389981- 5577899811<sup>o</sup>

The addendum to contract referred to is #  
ADDEN1-2019-0130BRUCWSFCM-S4451<sup>o</sup>

**AUTHORIZATION FORM TO COLLECT FILING  
FEE AND INSTRUCTIONS (445 FORM)**

**COMES NOW** the Presenters, et al., and requests this Honorable Court to honor the fact that the Parties have negotiated an agreement that includes an Arbitration clause. This Presentment was originally presented and delivered to the court on March 27, 2019 at 11:30 a.m. EST under via United States Post Office via United States Postal Service under Priority Mail # 9505 5105 4582 9085 5445 21 which the clerk of court as of March 28, 2019 alleged that they never received so it is being physically carried in to be filed and stamped by the court. Neither the federal or state rules of civil procedure line up perfectly with the FAA (for example, Rule 12 does not list "motion to compel arbitration" as a potential responsive pleading). Federal courts in six circuits have treated motions to compel arbitration as motions to dismiss for lack of subject matter jurisdiction under Rule 12(b)(1). A district court in the Eleventh Circuit is the only court to *expressly* state that motions to compel arbitration should be brought under Rule 12(b)(1). *MRI Scan Ctr., L.L.C. v. Nat'l Imaging Assocs., Inc.*, No. 13-60051-CIV, 2013 WL 1899689, at \*2 (S.D. Fla., May 7, 2013). However, in

STATE OF SOUTH CAROLINA

COUNTY OF Derchuster

IN THE COURT OF COMMON PLEAS  
1st JUDICIAL CIRCUIT

CASE NO.: 16 -CP- 18 -1678

Wilmington Savings Funds Society, Inc.  
Plaintiff,

MOTION AND ORDER INFORMATION  
FORM AND COVERSHEET

Page | 2

vs.

Nelson L. Bruce, et. al.  
Defendant.

Plaintiff's Attorney:

Bar No. \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_ Other: \_\_\_\_\_

Defendant's Attorney:

Nelson L. Bruce, PMS 1665 Control No. \_\_\_\_\_

Address: \_\_\_\_\_

Summerville, SC 29423

Phone: 843-437-7961 Fax: \_\_\_\_\_

E-mail: leanbruce216@yahoo.com Other: \_\_\_\_\_

- ☐ MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III)  
☒ FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III)  
☐ PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)

SECTION I: Hearing Information

Nature of Motion: \_\_\_\_\_

Estimated Time Needed: \_\_\_\_\_

Court Reporter Needed: ☐ YES/ ☐ NO

SECTION II: Motion/Order Type

- ☒ Written motion attached  
☐ Form Motion/Order

I hereby move for relief or action by the court as set forth in the attached proposed order.

Nelson L. Bruce

Signature of ~~Attorney~~ for ☐ Plaintiff / ☒ Defendant

3-29, 2019  
Date submitted

SECTION III: Motion Fee

☒ PAID - AMOUNT: \$ 25

☐ EXEMPT:

(check reason)

- ☐ Rule to Show Cause in Child or Spousal Support  
☐ Domestic Abuse or Abuse and Neglect  
☐ Indigent Status ☐ State Agency v. Indigent Party  
☐ Sexually Violent Predator Act ☐ Post-Conviction Relief  
☐ Motion for Stay in Bankruptcy  
☐ Motion for Publication ☐ Motion for Execution (Rule 69, SCRCF)  
☐ Proposed order submitted at request of the court; or,  
reduced to writing from motion made in open court per judge's instructions  
Name of Court Reporter: \_\_\_\_\_  
☐ Other: \_\_\_\_\_

JUDGE'S SECTION

☐ Motion Fee to be paid upon filing of the attached order.

☐ Other: \_\_\_\_\_

JUDGE CODE \_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_\_\_

CLERK'S VERIFICATION

Collected by: \_\_\_\_\_

Date Filed: \_\_\_\_\_, 20\_\_\_\_

☐ MOTION FEE COLLECTED: \$ \_\_\_\_\_

☐ CONTESTED - AMOUNT DUE: \$ \_\_\_\_\_

(a) The Congress finds the following:

- (1) That the United States by and through the Attorney General entered into an Agreement with the Parties.
- (2) The Agreement is a valid and binding settlement agreement between the Parties and the United States that operates in the nature of a release-dismissal agreement.
- (3) The Agreement contained an alternative dispute resolution clause that provided for arbitration as the exclusive remedy for relief to the Parties and the United States.
- (4) The United States consented to the arbitration and the awards made thereunder for the equitable relief of the Parties and the United States are binding.
- (5) Congress hereby expressly waives any defenses to the equitable relief awarded to the Parties, Beneficiaries, and Corporate Beneficiaries by the arbitrator.
- (6) The parties, beneficiaries and their immediate family members, and the corporate beneficiaries are entitled to the relief established by the Agreement, the Awards, and the provisions of this Act notwithstanding any other law to the contrary. *Provided that, Joey Brandon Kemp shall not be entitled to any relief or benefits established by the Agreement, the Awards, and this Act.*

And this was after Congress had presented the contract to its judiciary committee to determine whether or not the contract was a binding obligation upon the United States of America-

NOVEMBER 5, 2016

MR. PAUL introduced the following bill; which was read twice -**and referred to the Committee on the Judiciary.**

Although in matters of arbitration the court is not permitted to consider and/or construe the merits, only to enforce the arbitration clause within the framework of the contract as agreed upon by the parties. The court is prohibited from acting as an advocate for either party and/or side in making such determinations, and it appears in this instance the court is a party to the contract which creates an inherent conflict of interest.

#### I. STATEMENT OF FACTS

In South Carolina, contractual arbitration agreements can be enforced under the South Carolina Uniform Arbitration Act (SCUAA) (SC Code § 15-48-10 to 15-48-240), **or the Federal Arbitration Act (FAA)** (9 U.S.C. §§ 1-16, 201-208, 301- 307). Please take special note that memorandum and reference principles are embedded throughout, for simplicity and convenience purposes.

9 U.S. Code § 3 - Stay of proceedings where issue therein referable to arbitration:

the Second, Sixth, Eighth, Ninth, and Federal Circuits litigants have been *permitted* to bring motions to compel under the 12(b)(1) standard. *See, e.g., Geographic Expeditions, Inc. v. Estate of Lhotka*, 599 F.3d 1102, 1106–07 (9<sup>th</sup> Cir. 2010); *U.S. ex rel. Lighting & Power Servs., Inc. v. Interface Constr. Corp.*, 553 F.3d 1150, 1152 (8<sup>th</sup> Cir. 2009); *Harris v. United States*, 841 F.2d 1097, 1099 (Fed. Cir. 1988); *Multiband Corp. v. Block*, No. 11–15006, 2012 WL 1843261, at \*5 (E.D. Mich. May 21, 2012); *Orange Cnty. Choppers, Inc. v. Goen Techs. Corp.*, 374 F. Supp. 2d 372, 373 (S.D.N.Y. 2005). Other circuits take a different position asserting that motions to compel arbitration should be brought under Rule 12(b)(3) for improper venue. The Fourth and Seventh Circuits adopt this approach. These circuits reason that because arbitration clauses are a type of forum selection clause and therefore concern venue, motions to compel arbitration should be brought under Rule 12(b)(3). *Gratsy v. Colo. Technical Univ.*, 599 Fed. App'x 596, 597 (7<sup>th</sup> Cir. 2015); *Hayes v. Delbert Servs. Corp.*, No. 3:14–cv–258, 2015 WL 269483, at \*4 n.1 (E.D. Va. Jan. 21, 2015). Only one circuit adopts Rule 12(b)(6) — failure to state a claim upon which relief can be granted — as the proper subpart for a motion to compel arbitration. The Third Circuit explicitly rejects the practice of bringing motions to compel arbitration under 12(b)(3) and requires that motions to compel arbitration should be made under Rule 12(b)(6). *Palko v. Airborne Express, Inc.*, 372 F.3d 588, 597–98 (3<sup>rd</sup> Cir. 2004); *Lomax v. Meracord L.L.C.*, No. 13–1945 (SRC), 2013 WL 5674249, at \*6 n.3 (D.N.J. Oct. 16, 2013).

Please note that this matter involves the right to contract clause, as one of the parties to the contract is the United States and another is the state of South Carolina, and that the United States Congress has indicated in a recent finding that such contracts are binding (see congressional finding record P.Bill. S -112 and private law 114-31 (December 3, 2016) whereby in both instances Congress came to the congressional finding and determination that “**SECTION 2. FINDINGS OF CONGRESS.**”

time. That these practices do not excuse the fact that the respondents have provided the evidence in support of the presenters claim that the account balance is zero, and that the account for which they are referring is a new account that they've created without the consent of the presenters, the borrower, or any other party. That they indeed created fraud in the factum by not revealing the origin of the credits being lent, nor revealing the full matrix of the origination of the funds being credited and the requirement for repayment. The plaintiffs made no misinformation to the defendants, who chose to ignore each of their requests for validation of the origination of the loan, and the matrix associated thereto-, the defendants when making the loan, violated Regulation Z of the Federal Truth in Lending Act- 15 USC §1601 and the Fair Debt Collections Practices Act 15 USC §1692; "intentionally created fraud in the factum" and withheld from plaintiff... "vital information concerning said debt and all of the matrix involved in making the loan" *Deutsche Bank v. Peabody*, 866 N.Y.S.2d 91 (2008).

Page 2 of the plaintiff's declaration (BECU (Boeing Credit Union) vs Williams, 2018; the Federal Reserve admitted the following)), clearly highlights the following:

At line 21 through 24 it states-

**... Charge off debt, after it has been delinquent for a sustained period. This process includes BECU applying an internal credit (a practice for which they never advised the defendant and or the borrower, and a practice which is not agreed to by the parties in the original agreement), in the amount of the loss (whereby the Federal Reserve admit to crediting the account of the borrower), in order to zero out the balance (here, the Federal Reserve admit that the balance is zeroed out, and that the account has been closed) and close the account. (The Federal Reserve's BECU then acknowledge, that they create now a new account internally, and this newly created account, a creation of their own making, that is brought into existence without the borrowers knowledge and/or consent prior to its creation, is not the**

If any suit or proceeding be brought in any of the courts of the United States upon any issue referable to arbitration under an agreement in writing for such arbitration, the court in which such suit is pending, shall on application of one of the parties stay the trial of the action until such arbitration has been had in accordance with the terms of the agreement, providing the applicant for the stay is not in default in proceeding with such arbitration. (July 30, 1947, ch. 392, 61 Stat. 670.)

#### History in Brief:

The Respondents in this matter have admitted the following:

The respondents admitted that they, in combination with the federal Reserve Bank, which are for all practical purposes, because of their interlocking activity and practices, and both being Banking Institutions Incorporated under the Laws of the United States, are in the Law to be treated as one and the same Bank, did create the money or credit upon its own books by bookkeeping entry. That this was the Consideration used to support the Loan associated thereto, and that this is a common practice by all Federal Reserve member banks and/or institutions. The money and credit first came into existence when they created it, the Federal Reserve and the financial institutions have admitted that no United States Law or Statute exist which gave them the right to do this. "A lawful consideration must exist and be tendered to support the Note". See *Ansheuser-Busch Brewing Company v. Emma Mason*, 44 Minn. 318, 46 N.W. 558.

This is a practice that the banks implement internally, they have admitted they have this as a practice, this practice of theirs documents that the account balance was zero, and that they created a new account in a different department which reflected a separate balance. That there were four different balances, there was a loss balance, a credit balance, a zero-out balance and finally there is an internal active system balance. None of which the borrower consented to, nor were any of these extra balances ever brought to the borrower's attention prior to the present

complete comprehensive accounting certified by a licensed accountant as required by law with consumer contracts dealing with commercial transactions.

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This matter involves a commercial transaction, placing it within the jurisdiction of the United States Congress who has the premier right of regulating commerce, and incorporates The Federal Arbitration Act, FAA 9 § 1-16.

#### **A. The Dispute.**

Shortly after the Defendants became aware of the fraud committed against them and their interest referencing a commercial contract, the Plaintiffs made several attempts to change the terms and conditions of the original binding contract, and upon the last attempt to change or alter the terms and conditions of the contract, the defendant's presented a conditional acceptance of offer/counter offer whereby the plaintiffs if they did not agree had an opportunity to express such disagreement while complying with the duty to respond, based on the previous relationship and responsibilities/obligations then in existence between the parties, and they intentionally, deliberately, knowingly, willfully made the conscious choice to acquiesce by not challenging the new contract in any of its aspects, creating tacit acquiescence and estoppel respecting the plaintiffs and other relevant parties (respondents see...Exhibits/Evidence J1 – J3).

The Commercial Agreement also contains an all-encompassing, binding and enforceable Arbitration Clause at which provides in pertinent part as follows:

#### **"Disputed Matters.**

borrower's responsibility to maintain and or to manage and or to offset, as no agreement exists for such) **the loss balance** (which they have just documented is now zero) **is then transferred from the internal active system to internal collection system. Defendants continues to remain responsible for the loss** (for which they have documented that the amount of the loss is zeroed out and the account is closed, meaning that the presenters is responsible for the amount of zero) (Conclusions, deductions, summarization, emphasis, added). So when the Federal Reserve and its agents have sustained the presenters accusation that the account balance is zero, and provided supported evidence by way of affidavit/declaration and the associated loan documents for which the zero balance is evidenced, the presenters was not required to provide any further evidence about the zero balance that is now proved by the very party who would be required to provide those proves by the actual accounting ledgers, comprehensive in nature and certified by someone duly licensed regarding such record-keeping. We incorporate those records into this instant matter by reference, and demand that they be made to appear on the record immediately as the Federal Reserve and its agents are the custodian of these records and must produce them upon demand.

This establishes the existence of an obligation between the parties, and the presenters contend that the bank had a contractual obligation to inform the borrowers that they were lending **BOOKKEEPING ENTRY CREDIT** and not US dollars 'or monies which at the time is considered coin or currencies of the United States in general circulation' as defined in statute, they failed to give vital information concerning the debt and all of the matrix involved in making the loan as required by law!

The Defendants and other relevant parties (respondents as provided in **Exhibits/Evidence J1 – J3**) were notified as to the claim of dispute by the Defendants, and that there was a charge of breach of the agreement, and that every instance they refuse to provide a

retain the authority to select any neutral(s)/arbitrator(s) that qualify pursuant to the common law right to arbitration, as the arbitration process is a private remedy decided upon between the parties, and with respects this agreement, the defaulting party waives any and all rights, services, notices, and consents to the undersigned and or the undersigned's representative selection of the arbitrator thereby constituting agreement, and any controversy or claim arising out of or relating in any way to this Agreement or with regard to its formation, interpretation or breach, and any issues of substantive or procedural arbitrability shall be settled by arbitration, and the arbitrator may hear and decide the controversy upon evidence produced although a party who was duly notified of the arbitration proceeding did not appear; that the Undersigned deems necessary to enforce the "good faith" of ALL parties hereto within without respect to venue, jurisdiction, law, and forum the Undersigned deems appropriate.

10292. Further, Respondent(s) agrees the Undersigned can secure damages via financial lien on assets, properties held by them or on their behalf for ALL injuries sustained and inflicted upon the Undersigned for the moral wrongs committed against the Undersigned as set, established, agreed and consented to herein by the parties hereto, to include but not limited to: constitutional impermissible misapplication of statute(s)/law(s) in the above referenced alleged Commercial/Civil/Cause; fraud, conspiracy (two or more involved); trespass of title, property, and the like; and, ALL other known and unknown trespasses and moral wrongs committed through ultra vires act(s) of ALL involved herein; whether by commission or omission. Final amount of damages to be calculated prior to submission of Tort Claim and/or the filing of lien and the perfection of a security interest via a Uniform Commercial Code financing 1 Statement; estimated in excess of TEN (10) Million dollars (USD- or other lawful money or currency generally accepted with or by the financial markets in America), and notice to Respondent(s) by invoice. Per Respondent(s) failure and or refusal to provide the requested and necessary Proof of Claims and thereby; and therein consenting and agreeing to ALL the facts set, established, and agreed upon between the parties hereto, shall constitute a self-executing binding irrevocable durable general power of attorney coupled with interests; this Conditional Acceptance for Value and counter offer/claim for Proof of Claim becomes the security agreement under commercial law whereby only the non-defaulting party becomes the secured party, the holder in due course, the creditor in and at commerce. It is deemed and shall always and forever be held that the undersigned and any and all property, interest, assets, estates, trusts commercial or otherwise shall be deemed consumer and household goods not-for-profit and or gain, private property, and exempt, not for commercial use, nontaxable as defined by the Uniform Commercial Code article 9 section 102 and article 9 section 109 and shall not in any point and/or manner, past, present and/or future be construed otherwise- see the Uniform Commercial Code article 3, 8, and 9

10293. Should Respondent(s) allow the ten (10) Calendar days or twenty (20) Calendar days total if request was made by signed written application for the additional ten (10) Calendar days to elapse without providing the requested and necessary Proof of Claims, Respondent(s) will go into fault and the Undersigned will cause to be transmitted a Notice of Fault and Opportunity to Cure and Contest Acceptance to the Respondent(s); wherein, Respondent(s) will be given an additional three (3) days (72 hours) to cure Respondent's (s') fault. Should Respondent(s) fail or otherwise refuse to cure Respondent's (s') fault, Respondent will be found in default and thereby; and therein, Respondent will have established Respondent's (s') consent and agreement to the facts contained within this Conditional

The plaintiffs and other parties to the agreement have agreed that any and all challenges, disputes, and or other related matters were to be addressed by arbitration, thus they have waived any and all rights and are estopped from bringing forth any challenges in the present matter. Note the agreement clause respecting arbitration, summarized here in part and incorporated herein by reference:

### III. " ARBITRATION- AN ADMINISTRATIVE REMEDY COGNIZABLE AT LAW

10290. ADDITIONALLY it is exigent and of consequence for the Undersigned to inform Respondent(s), in accordance with and pursuant to the principles and doctrines of "clean hands" and "good faith," that by Respondent(s) failure and or refusal to respond and provide the requested and necessary Proof of Claims raised herein above and thereby; and it shall be held and noted and agreed to by all parties, that a general response, a nonspecific response, or a failure to respond with specificities and facts and conclusions of common law, and or to provide the requested information and documentation that is necessary and in support of the agreement shall constitute a failure and a deliberate and intentional refusal to respond and as a result thereby and or therein, expressing the defaulting party's consent and agreement to said facts and as a result of the self-executing agreement, the following is contingent upon their failure to respond in good faith, with specificity, with facts and conclusions of common-law to each and every averment, condition, and/or claim raised; as they operate in favor of the Undersigned, through "tacit acquiescence," Respondent(s) NOT ONLY expressly affirm the truth and validity of said facts set, established, and agreed upon between the parties to this Conditional Acceptance for Value and counter offer/claim for Proof of Claim, but Respondent(s) having agreed and consented to Respondent(s) having a duty and obligation to provide the requested and necessary Proof of Claims raised herein above, will create and establish for Respondent(s) an estoppel in this matter(s), and ALL matters relating hereto; and arising necessarily therefrom; and,

10291. In accordance with and pursuant to this agreement; a contractually (consensual) binding agreement between the parties to this Conditional Acceptance for Value and counter offer/claim for Proof of Claim to include the corporate Government Agency/Department construct(s) whom Respondent(s) represents/serves; as well as, ALL officers, agents, employees, assigns, and the like in service to Respondent(s) will not argue, controvert, oppose, or otherwise protest ANY of the facts already agreed upon by the parties set and established herein; and necessarily and of consequence arising therefrom, in ANY future remedial proceeding(s)/action(s), including binding arbitration and confirmation of the award in the District Court of the United States at any competent court under original jurisdiction, in accordance with the general principles of non-statutory Arbitration, wherein this Conditional Acceptance for the Value/Agreement/Contract no. 2019-0108BRUCWSFCM-S12389981- 5577899811<sup>o</sup> constitutes an agreement of all interested parties in the event of a default and acceptance through silence/failure to respond when a request for summary disposition of any claims or particular issue may be requested and decided by the arbitrator, whereas a designated arbitrator shall be chosen at random, who is duly authorized, and in the event of any physical or mental incapacity to act as arbitrator, the Undersigned shall

and or Sacramento State of California and or Las Vegas State of Nevada, and, having "perfected said interest" in same through incorporation within a Financing (and all amendments and transcending filings thereto), by reference therein, the Undersigned hereby; and herein, waives the Undersigned's rights as set, established, and the like therein, and as "perfected" within said Financing Statement acting/operating to "register" said Copyright, to allow for the Respondent(s) to enter the record of the alleged "court of record" within the above referenced alleged Commercial/Civil/Cause for the SOLE purpose to correct said record and comply with Respondent's(s') agreed upon duty/obligation to write the "order" and cause same to be transmitted to restore and release the Undersigned, the Undersigned's corpus, and ALL property currently under a "storage contract" under the Undersigned's Common-Law Copyrighted trade-name; i.e., the all-capital-letter "named" defendant within the above referenced alleged Commercial/Civil/Cause, within the alleged commercially "bonded" warehousing agency d.b.a. the commercial corporate Government juridical construct d.b.a. the United States. Please take special note, that the copyright is with reference to the name and its direct association and/or correlation to the presenter.

**10296. NOTICE:** That the arbitrators "must not necessarily judge according to the strict law but as a general rule ought chiefly to consider the principles of practical business" *Norske Atlas Insurance Co v London General Insurance Co* (1927) 28 Lloyd's List Rep 104

- "internationally accepted principles of law governing contractual relations" [ *Deutsche Schachtbau v R'As al-Khaimah National Oil Co* [1990] 1 AC 295]
- If the contract (valid or otherwise) contains an arbitration clause, then the proper forum to determine whether the contract is void or not, is the arbitration tribunal. [ For example, see *Heyman v Darwins Ltd.* [1942] AC 356]
- That any determination by the arbitrator is binding upon all parties, and that all parties agree to abide by the decision of the arbitrator, that the arbitrator is to render a decision based upon the facts and conclusions as presented within the terms and conditions of the contract. Any default by any party must be supported by proof and evidence of said default, that default shall serve as tacit acquiescence on behalf of the party who defaulted as having agreed to the terms and conditions associated with the self-executing binding irrevocable contract coupled with interests. That the arbitrator is prohibited from considering and/or relying on statutory law, as it has been held that any time any party relies on or enforces a statute, they possess no judicial power
- "A judge ceases to set as a judicial officer because the governing principals of administrative law provides that courts are prohibited from substituting their evidence, testimony, record, arguments and rationale for that of the agency. Additionally, courts are prohibited from their substituting their judgments for that of the agency." *AISI v US*, 568 F2d 284.
- "...judges who become involved in enforcement of mere statutes (civil or criminal in nature and otherwise), act as mere "clerks" of the involved agency..." K.C. Davis, ADMIN. LAW, Ch. 1 (CTP, West's 1965 Ed.)
- "...their supposed 'court' becoming thus a court of limited jurisdiction' as a mere extension of the involved agency for mere superior reviewing purposes." K.C. Davis, ADMIN. LAW, P. 95, (CTP, 6 Ed. West's 1977) *FRC v G.E.* 281 US 464; *Keller v PE*, 261 US 428.
- "When acting to enforce a statute, the judge of the municipal court is acting an administrative officer and not as a judicial capacity; courts in administrating or enforcing statutes do not act judicially, but, merely administratively." *Thompson v Smith*, 155 Va. 376, 154 SE 583, 71 ALR 604.
- "It is basic in our law that an administrative agency may act only within the area of jurisdiction marked out for it by law. If an individual does not come within the coverage of the particular agency's enabling legislation the agency is without power to take any action which affects him." *Endicott v Perkins*, 317 US 501
- "It is not every act, legislative in form, that is law. Law is something more than mere will exerted as an act of power...Arbitrary power, enforcing its edicts to the injury of the person and property of its subjects is not law." *Hurtado v. California* (1884) 110 US 515 (1984).

Acceptance for Value and counter offer/claim for Proof of Claim as said facts operate in favor of the Undersigned; e.g., that the judgment of alleged "court of record" within the above referenced alleged Commercial/Civil/Cause is VOID AB INITIO for want of subject-matter jurisdiction of said venue; insufficient document (Information) and affidavits in support thereof for want of establishing a claim of debt; want of Relationship with the "source of authority" for said statute(s)/law(s) for want of privity of contract, or contract itself; improperly identified parties to said judgment, as well as said dispute/matter; and, Respondent(s) agrees and consents that Respondent(s) does have a duty and obligation to Undersigned; as well as the corporate Government Department/agency construct(s) Respondent(s) represents/serves, to correct the record in the above referenced alleged Commercial/Civil/Cause and thereby; and therein, release the indenture (however termed/styled) upon the Undersigned and cause the Undersigned to be restored to liberty, and releasing the Undersigned's property rights, as well as ALL property held under a storage contract in the "name" of the all-capital-letter "named" defendant within the above referenced alleged Commercial/Civil/Cause within the alleged commercially "bonded" warehousing agency d.b.a., for the commercial corporate Government construct d.b.a. the United States. That this presentment is to be construed contextually and not otherwise, and that if any portion and/or provision contained within this presentment, this self-executing binding irrevocable contractual agreement coupled with interests, is deemed non-binding it shall in no way affect any other portion of this presentment. That the arbitrator is permitted and allowed to adjust the arbitration award to no less than two times the original value of the properties associated with this agreement, plus the addition of fines, penalties, and other assessments that are deemed reasonable to the arbitrator upon presentment of such claim, supported by prima facie evidence of the claim.

10294. The defaulting party will be estopped from maintaining or enforcing the original offer/presentment; i.e., the above referenced alleged *Commercial/Civil/Cause* as well as ALL commercial paper (negotiable instruments) therein, within any court or administrative tribunal/unit within any venue, jurisdiction, and forum the Undersigned may deem appropriate to proceed within in the event of ANY and ALL breach(s) of this agreement by Respondent(s) to compel specific performance and or damages arising from injuries there from. The defaulting party will be foreclosed by laches and or estoppel from maintaining or enforcing the original offer/presentment in any mode or manner whatsoever, at any time, within any proceeding/action. Furthermore, the respondents are foreclosed against the enforcement, retaliation, assault, infringement, imprisonment, trespass upon the rights, properties, estate, person whether legal, natural or otherwise of the presenter/petitioner and/or his interest and/or his estate retroactively, at present, post-actively, forever under any circumstances, guise, and or presumption!

#### IV. NOTICE OF COMMON-LAW ARBITRATION:

10295. Please be advised that in-as-much as the Undersigned has "secured" the "interest" in the "name" of the all-capital-letter "named" defendant as employed/used upon the face; and within, ALL documents/instruments/records within the above referenced alleged *Commercial/Civil/Cause*, to include any and all derivatives and variations in the spelling of said "name" except the "true name" of the Undersigned as appearing within the Undersigned's signature block herein below, through a Common-Law Copyright, filed for record within the Office of the Secretary of State, Columbia State of South Carolina

unambiguous. Moreover, none of the parties have waived the opportunity to arbitrate, as the plaintiffs have voluntarily granted power of attorney and authority respecting such to the defendant's in this instant matter. As such, this Court in line with statute must compel arbitration.

### **B. The Arbitration Clause is Valid and Enforceable.**

Applying South Carolina substantive law, the arbitration clause in the Commercial Agreement is valid and enforceable. Both the South Carolina Legislature and South Carolina Supreme Court support the enforcement of arbitration provisions for alternative dispute resolution in South Carolina. The South Carolina Uniform Arbitration Act recognizes that a written provision in a contract to submit any existing controversy to arbitration is valid, enforceable and irrevocable. "... the validity of such a clause initially turns on a showing that the parties have entered into an agreement to arbitrate. SC Code § 15-48-10 ("A written agreement to submit any existing controversy to arbitration or a provision in a written contract to submit to arbitration any controversy thereafter arising between the parties is valid, enforceable and irrevocable, save upon such grounds as exist at law or in equity for the revocation of any contract."); *Soil Remediation Co. v. Nu-Way Envtl., Inc.*, 323 S.C. 454, 459-60, 476 S.E.2d 149, 152 (1996), ("arbitration is a matter of contract and a party cannot be required to submit to arbitration any dispute which he has not agreed so to submit."). South Carolina law, like federal law, favors enforcement of valid arbitration agreements. "*Mary Beth Marzulli v. Tenet South Carolina, Inc., et al* 2018 WL 1531507 (March 28, 2018)." Any doubts regarding the arbitrability of a dispute are resolved in favor of arbitration. "*Court of Appeals of South Carolina, William B. STOKES, Respondent, v. METROPOLITAN LIFE INSURANCE COMPANY and James Drake, Appellants* No. 3551, September 23, 2002."

"On motion of a person showing an arbitration agreement and alleging another person's refusal to arbitrate pursuant to the agreement... Arbitration- The South Carolina Uniform Arbitration Act ("SCUAA") (SC Code § 15-48-20), and the Federal Arbitration Act ("FAA") (9 U.S.C. sections 1-14):

A written provision in any maritime transaction or a contract evidencing a transaction involving commerce to settle by arbitration a controversy thereafter arising out of such contract or transaction, or the refusal to perform the whole or any part thereof, or an agreement in writing to submit to arbitration an existing

- Some of the aforementioned cases are not published, however, these are still fundamental principles of law, and one of the fundamental principles of arbitration is that the arbitrator sits as judge over the facts, and as such to preserve the sanctity of the process an arbitrator receives the same immunity as a judge and is exempt from prosecution and or review, unless it can be proved that the arbitrator intentionally ignored the evidence and acted in conspiracy to defraud the parties.

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10297. As the Undersigned has no desire NOR wish to tie the hands of Respondent(s) in performing Respondent's(s') agreed upon duty/obligation as set, established, and agreed upon within this Conditional Acceptance for Value and counter offer/claim for Proof of Claim and thereby create/cause a "breach" of said contractually binding agreement on the part of the Respondent(s), Respondent(s) is hereby; and herein, NOTICED that if this waiver of said Copyright is not liberal, NOR extensive enough, to allow for the Respondent(s) to specifically perform all duties/obligations as set, established, and agreed upon within the Conditional Acceptance for Value and counter offer/claim for Proof of Claim: Respondent(s) may; in "good faith" and NOT in fraud of the Undersigned, take all needed and required liberties with said Copyright and this waiver in order to fulfill and accomplish Respondent's(s') duties/obligations set, established, and agreed upon between the parties to this agreement.
10298. If Respondent(s) has any questions and or concerns regarding said Copyright and or the waiver, Respondent(s) is invited to address such questions and or concerns to the Undersigned in writing, and causing said communiqués to be transmitted to the Undersigned and below named Notary/Third Party. The respondents have acted as if the contract quasi-or otherwise does not place a binding obligation upon their persons, upon their organizations, upon their institutions, upon their job qualifications, and breaching that obligation breaches the contract, for which they cannot address due to the direct conflict of interest. It is as a result of that conflict of interest that binding arbitration shall be instituted
10299. Your failure to respond, and this would include each of the respondents by their representative, and if represented by the Atty. Gen., such representation must be responsive for each State and/or State organization/department/agency, separately and severally to each of the points of averment, failure to respond to a single point of averment will constitute acquiescence, forfeiture, and a waiver of all rights with respects all of the points raised in this presentment.

## II. LEGAL ARGUMENT

The undersigned respectfully request that this Court compel arbitration per the agreement through the SITCOMM ARBITRATION ASSOCIATION under its Commercial Arbitration Rules now in effect, that such is appropriate as South Carolina has established a policy of favoring arbitration, the parties entered into a valid arbitration agreement, and the arbitration clause contained in the Commercial Agreement is clear and

be arbitrated.) see *Henry Schein, Inc. v. Archer & White Sales, Inc.* (Henry Schein) also see- *Exber, Inc. V. Sletten Construction Co.*, 92 Nev. 721, 528 P.2d 517 (1976).

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All doubts concerning the arbitrability of the subject matter of the dispute are to be **resolved in favor of arbitration**. Once it is determined that an arbitrable issue exists, the parties are not to be deprived by the courts of the benefits of arbitration, for which they bargained – speed and the resolution of the dispute and the employment of a knowledgeable and competent arbitrator. At 729, 558 P.2d 517. (Emphasis added).

In this case, the parties entered into a Commercial Agreement that clearly established arbitration as the forum for dispute resolution.<sup>ibid</sup> Further, the parties agreed arbitration would “be final and binding.”<sup>ibid</sup> As such, the parties entered into a valid and enforceable arbitration clause that should require the arbitration of the current related dispute[‘s]. the Supreme Court of Nevada continues to remind all litigators that the FEDERAL Arbitration Act governs even local disputes between private citizens and contractors. In fact since it’s the Supreme Court of Nevada in the *Ballasteros decision* in February 2018, has issued two more decisions reiterating that holding, recognizing the principles of law in the uniform arbitration act of the state that must be in conformity with the Federal arbitration act of the United States: *Lanier*, 2018 WL 6264809 (Nev. Nov. 28, 2018), and *Greystone Nevada*, 2018 WL 6264756 (Ne. Nov. 28, 2018). As evidence of interstate commerce, *Lanier* points to three things: the contractor was incorporated in Delaware (much the same as each of the defendants in this matter), while the private citizens were residents of the great State of Nevada, the large number of subcontractors and material suppliers who worked on the privately owned homes made it likely that at least some of them are engaged in interstate commerce, and “**in the aggregate, the general practice of developing, buying, and selling homes substantially affects interstate commerce.**” All of this mattered as is the case here because trial court judges were relying on South Carolina anti-arbitration rules to refuse to compel arbitration. Those rules are preempted if the dispute is governed by the FAA.

controversy arising out of such a contract, transaction, or refusal, shall be valid, irrevocable, and enforceable, save upon such grounds as exist at law or in equity for the revocation of any contract. (July 30, 1947, ch. 392, 61 Stat. 670.)

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The courts have uniformly held that agreements to arbitrate are specifically enforceable. Silverman v. Fireman's Fund Ins. Co., 96 Nev. 30, 604 P.2d 805 (1980). Any doubts concerning the arbitrability of the subject matter of the disputes are to be resolved in favor of arbitration. Landers v. Fed. Deposit Ins. Corp., 402 S.C. 100, 109, 739 S.E.2d 209, 213 (2013) (citation and internal quotation marks omitted). In the absence of the most forceful evidence of the purpose to exclude a claim from arbitration, the claim is properly submitted to arbitration. Clark County Public Employees v. Pierson, 106 Nev. 587, 798 P.2d 136 (1990). Any statements of case laws referenced in this motion and Memorandum that include other states case laws which are uniformly held and construed are incorporated by reference in this matter for this State.

The SCUAA governs the enforcement of arbitral awards rendered in or outside of South Carolina (SC Code § 15-48-10). The SCUAA generally applies to the enforcement of awards that do not involve interstate commerce or that otherwise fall outside the scope of federal statutes. Parties can also agree to apply the SCUAA's enforcement procedures in their arbitration agreements (see CROUCH CONST. CO., INC. v | 405 SC 155 (2013) and Cronus Invs., Inc. v. Concierge Servs., 107 P.3d 217, 224 (Cal. 2005)). The instant matter **involves interstate commerce and other commercial transactions between the parties and is therefore subject to the Federal Arbitration Act as indicated in the aforementioned contract.** Munoz v. Green Tree Fin. Corp., 343 S.C. 531, 538-39, 542 S.E.2d 360, 363 (2001)

The Courts having further indicated that the parties are not to be deprived by the Court of the benefit of Arbitration, and any doubt is to be resolved in favor of arbitration. (SCUAA - the arbitration statute makes clear that upon proceedings to compel arbitration the court is not to consider the merits of the dispute sought to

v. *Concepcion*, 131 S.Ct. 1740, 1749 (U.S. 2011). The FAA applies to any "contract evidencing a transaction involving commerce..." 9

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Section 3 of the FAA states in pertinent part:

**§3. Stay of proceedings where issue therein referable to arbitration**

**"If any suit or proceeding be brought in any of the courts of the United States upon any issue referable to arbitration under an agreement in writing for such arbitration, the court...shall on application of one of the parties stay the trial of the action until such arbitration has been had in accordance with the terms of the agreement...."**

The Supreme Court has interpreted Section 3 as referring to parties to the litigation rather than parties to the contract. *Arthur Andersen LLP v. Carlisle*, 556 U.S. 624, 630 n.4 (2009). Thus "a litigant who is not a party to the relevant arbitration agreement may invoke Section 3 if the relevant state contract law allows him to enforce the agreement." at 633. Prior to *Carlisle*, the decision whether to stay claims among non-arbitrating parties generally was considered discretionary, except perhaps in the Fifth and Seventh Circuits. The U.S. Supreme Court has interpreted this language as "signal[ing] the broadest permissible exercise of Congress' Commerce Clause power." *Citizens Bank v. Alafabco*, 539 U.S. 52, 56 (2003). Challenges to the FAA's applicability to construction contracts are rare and would fail under most circumstances. See *Moses H. Cone Memorial Hosp. v. Mercury Const. Corp.*, 460 U.S. 1, 21, n. 23, 103 S.Ct. 927 (1983) (indicating by footnote that staying litigation among the non-arbitrating parties "may be advisable" but the "decision is one left to the court...as a matter of discretion to control its dockets."). *Waste Management v. Residuos Industriales Multiquim*, 372 F.3d 339 (5th Cir. 2004); *Hill v. G E Power Systems, Inc.*, 282 F.3d 343, 347-348 (5th Cir. 2002) ("A suit against a nonsignatory that is based upon the same operative facts and is inherently inseparable from the claims against a signatory will always contain 'issue[s] referable to arbitration under an agreement in writing,' as is required for a stay under 9 U.S.C. 3; "[p]ermitting the action to proceed without a stay as to the [non-signatory] defendant would undermine the arbitration between the plaintiff and the [signatory] defendant, "thereby thwarting the policy in favor of arbitration."); *Kroll v. Doctor's Associates, Inc.*, 3 F.3d 1167, 1171 (7th Cir.1993) ("section three of the Arbitration Act 'plainly requires that a court stay litigation where issues presented in the litigation are the subject of an arbitration agreement.' ... a stay must be granted, even in favor of persons that are not

To gain exemption from arbitration, it must be specifically and expressly provided in the Commercial Agreement that a particular grievance is exempted from arbitration. Clark County Public Employees v. Pierson, 106 Nev. 587, 591, 798 P.2d 136 (1990). In the absence of the most forceful evidence of the purpose to exclude a claim from arbitration, ***the claim is properly submitted to Arbitration***. Therefore, both the South Carolina Legislature and the South Carolina Supreme Court agree – ***agreements to arbitrate should be specifically enforced***.

The clause in this case expressly covers “any controversy or dispute,” including any dispute relating to or arising out of ‘the action or inaction of any member/party which is to include the defaulting party.’ The clause further bars litigation and provides that ‘no action at law or in equity, before any other venue and/or jurisdiction initiated by any party shall be only and exclusively before and by arbitration,’ and with the reference to commerce, the context includes the exception, ‘except to compel arbitration or to enforce an arbitration award’.

In support of the above statement, “parties to contracts with arbitration provisions may be entitled as a right to compel arbitration, or simply stay the claims pending arbitration, pursuant to the Federal Arbitration Act stay provision, 9 U.S.C. 3.” Such mandatory stays are granted in most circuits per *Arthur Andersen LLP v. Carlisle*, 556 U.S. 624, 630 n.4 (2009). Courts staying non-signatory claims, either pursuant to 9 U.S.C. 3. or through exercise of courts’ “inherent discretion” or the requirements and implications of each type of stay, including appellate issues, are addressed.

### MANDATORY STAYS PURSUANT TO 9 U.S.C. 3

The Federal Arbitration Act, 9 U.S.C. §1, et seq. (“FAA”), and the state of South Carolina Uniform Arbitration Act, SCUAA, embodies a “liberal policy favoring arbitration agreements....” *AT&T Mobility LLC*

suable even in their own courts; yet they never exempt the corporation from being sued. The State of Georgia, by giving to the bank the capacity to sue and be sued, voluntarily strips itself of its sovereign character so far as respects the transactions of the bank and waives all the privileges of that character. As a member of a corporation, a government never exercises its sovereignty. It acts merely as a corporator, and exercises no other power in the management of the affairs of the corporation than are expressly given by the incorporating act.

The government of the Union held shares in the old Bank of the United States, but the privileges of the government were not imparted by that circumstance to the bank. The United States was not a party to suits brought by or against the bank in the sense of the Constitution. *Bank of United States v. Planters' Bank of Georgia*, 22 U.S. 9 Wheat. 904 904 (1824), and the Clearfield doctrine.

The Supreme Court went even further in highlighting the parties like the defendants to this matter at bar, that the defendants and that they are either a financial institution and/or associated with the financial institution and or are an entity or agency which bears and employer identification number which is associated with a corporation, either by their charter and or by their being a part of the federal EIN identification system, have consented to being sued and having the power to sue- "the act which gives jurisdiction to the courts of the Union over suits brought by the citizen of one state against the citizen of another restrains that jurisdiction where the suit is brought by an assignee to cases where the suit might have been sustained had no assignment been made. But the bank does not sue in virtue of any right conferred by the Judiciary Act, but in virtue of the right conferred by its charter. It does not sue because the defendant is a citizen of a different state from any of its members, but because its charter confers upon it the right of suing its debtors in a circuit court of the United States ...

If the bank could not sue a person who was a citizen of the same state with any one of its members, in the circuit court, this disability would defeat the power. There is probably not a commercial state in the Union some of whose citizens are not members of the Bank of the United States. There is consequently scarcely a debt due to the bank for which a suit could be maintained in a federal court did the jurisdiction of the court depend on citizenship. A general power to sue in

party to the agreement containing the arbitration clause, if the litigation is an attempt "to evade the agreed-upon resolution of their disputes in the arbitration forum by introducing the identical controversy against a party who is ultimately liable for the arbitrating party's acts."").

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"'Traditional principles' of state law allow a contract to be enforced by or against nonparties to the contract through 'assumption, piercing the corporate veil, alter ego, incorporation by reference, third-party beneficiary theories, waiver and estoppel....'" *Carlisle*, 556 U.S. at 631. Examples of claims by or against non-signatories that might be appropriately stayed pursuant to 9 U.S.C. 3, include the following: third-party claims under an insurance policy requiring the insured to arbitrate claims, based on a finding that the third-party claimants are "third party beneficiaries" of the policy (see *Todd v. Steamship Mut. Underwriting Ass'n (Bermuda) Ltd.*, 601 F.3d 329, 334 (5<sup>th</sup> Cir. 2010)); claims against a contractor by its subcontractor's successors, assigns or sub-subcontractors whose agreements sufficiently incorporate obligations of the first-tier subcontract by reference (see *Awuah v. Coverall North America, Inc.*, 703 F.3d 36, 43-44 (1<sup>st</sup> Cir. 2012); and claims by or against a parent company for damages arising out of its subsidiary's contract containing an arbitration provision, based upon equitable estoppel, agency or alter ego theories (see *Physician Consortium Services, LLC*, 2011 WL 480013 (11<sup>th</sup> Cir. 2011), *Board of Trustees of City of Delray Beach Police and Firefighters Retirement System v. Citigroup Global Markets, Inc.*, 622 F.3d 1335, 1342-1343 (11<sup>th</sup> Cir. 2010), and *Burnham Enterprises v. Dacc Co. LTD*, 2013 WL 68923 (M.D. AL. 2013)). This would also include third-party servicers, loan officers, accountants, agencies, government corporations under the Foreign Sovereign Immunities Act and the principles outlined in the bank of the United States v. the bank of Georgia were the Supreme Court of the United States concluded that:

"... a sound principle that when a government becomes a partner in any trading company, it divests itself, so far as concerns the transactions of that company, of its sovereign character and takes that of a private citizen. Instead of communicating to the company its privileges and its prerogatives, it descends to a level with those with whom it associates itself and takes the character which belongs to its associates, and to the business which is to be transacted. Thus, many states of this Union who have an interest in banks are not

We present to the court evidence that the opposing party where entering into an agreement, now we are presenting the fact that the parties had not complied with the original contract and addendum, we also present to the court evidence that the opposing party had attempted to renegotiate the contract (See... **Exhibits/Evidence J4 also see District Court Sub contract case No.: 2:18-cv-02555-BHH-BM which is a similar case where a motion has also been filed that has additional parties** to be incorporated by reference in this case as evidence, which is a recent copy of a continuous offer in the form of a monthly statement by Carrington Mortgage Services, LLC on behalf of the alleged holder showing new terms which include a new account number and payment terms for an alleged balance which was not agreed upon in the original contract between the original lender and the borrower not disclosed with a meeting of the minds between the parties.) We provided the court a copy of the renegotiated contract and addendum which included the conditional acceptance and offer which incorporated an arbitration clause. This is not an issue as to the binding nature of the contract, but whether or not the law applies equally, and for this court to hold exception and complete disregard for the principle of law, whereby having a copy of the contract on the record for this court to recognize a party to the contract as being a party to the matter which involves due process.

When the plaintiffs did knowingly and intentionally subject the defendants to undo surprise, violated the rules and procedures for the court, and these are said to be learned individuals. The very same fact that while there were challenges to the foreclosure, the plaintiffs continue to go through with the alleged foreclosure and possible sale of property in violation of the original agreement and the law known as The Real Estate Settlement Procedures Act, R.E.S.P.A., which also recognizes the right to arbitration. For this court to not acknowledge the defendant's right as well as the plaintiffs right to have the matter arbitrated, as directed within the agreement would impose an undue hardship unlike those that could ever be suffered by the opposing party, because such would be an infringement upon due process, the laws and principles of arbitration the courts have agreed to abide by-

any circuit court of the United States, expressed in terms obviously intended to comprehend every case, would thus be construed to comprehend no case. Such a construction cannot be the correct one."

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The doctrine of "equitable estoppel" would seem to accommodate a wide-range of colorable arguments for staying or compelling arbitration of claims by or against non-signatories. Courts have "estopped" claimants from avoiding arbitration of non-signatory claims that "make reference to," "presume the existence of," or "arise out of and relate directly to" the written agreement requiring arbitration, or that are "inextricably intertwined with" claims against a signatory. See, e.g., *Field System Machining, Inc. v. Vestas-American Wind Technology, Inc.*, 2013 WL 1943307, 4 (N.D. Ill. 2013); *Escobal v. Celebration Cruise Operator, Inc.*, 482 Fed.Appx. 475, 476, 2012 WL 2947591, 1 (11<sup>th</sup> Cir. 2012).

In this matter the plaintiffs, failing to highlight on the public record that the parties have entered into this agreement to avoid litigation. The agreement having been in place for more than 30 days has not had a single direct challenge by any party, nor has the power of attorney and or the rights conferred via the power of attorney been challenged by the parties, to the present day, the plaintiffs are estopped from making such claims at present and if they did decide and or attempt to make such claims they would have to do so according to the terms of the agreement i.e. arbitration.

#### DISCRETIONARY STAYS

The basis for bringing non-signatories/signatories within the FAA's mandatory stay provision, the decision whether to grant a stay absent federal state provisions of the FAA and or the South Carolina provisions of the SCUAA remains within the courts' inherent discretion to "control the disposition of the causes on its docket with economy of time and effort for itself, for counsel, and for litigants." *Landis v. North American Co.*, 299 U.S. 248, 254, 57 S.Ct. 163, 166 (1936). Parties to the two cases need not be the same and issues need not be identical to empower a court to stay proceedings in one suit to abide proceedings in the other.

the liability of the principal [which] will be determined by arbitration, and there is no reason to duplicate the determination here [and] risk inconsistent rulings.”); *U.S. ex rel. Humbarger v. Law Co., Inc.*, 2002 WL 436772 at 3 (D. Kan. 2002); *U.S. f/w/o Peake Const., LLC v. Crown Roofing Services, Inc.*, 2010 WL 1416673 (E.D. La. 2010) (Miller Act sureties “stand in the shoes of” the general contractor and are entitled to its affirmative defenses); *U.S. ex rel. TKG Enterprises, Inc. v. Clayco, Inc.*, 2013 WL 5348464, 11 (E.D. N.C. 2013); *U.S. ex rel. Tanner v. Daco Const., Inc.*, 38 F. Supp. 2d 1299, 1306 (N.D. Okla. 1999); *U.S. f/w/o Tesar v. Turner Const. Co.*, 2009 WL 3626696 \*4 (N.D. OH 2009) (staying sub-subcontractor’s Miller Act claims against contractor and surety pending sub-subcontractor’s arbitration with subcontractor). *Lee & Rua Co. v. Great American Ins. Co.*, 2008 WL 1868633, 2 (W.D. Wash. 2008).

Litigants opposing a request for discretionary stay pending arbitration often argue a stay will delay recovery of damages owed for an “immoderate” or “indefinite” duration, thereby causing financial hardship, such would be futile and a waste of the courts time, because any argument asserting such a stance would be contrary to the principles of arbitration. *See AgGrow Oils, L.L. C. v. National Union Fire Ins. Co. of Pittsburgh, PA*, 242 F.3d 777, 783 (8th Cir.2001) (“In a complex, multi-party dispute...issues such as the risk of inconsistent rulings, the extent to which parties will be bound by the arbitrators’ decision, and the prejudice that may result from delays must be weighed in determining whether to grant a discretionary stay, and in fashioning the precise contours of any stay.”) Such arguments often are dismissed by courts as speculative absent a specific and compelling showing of hardship, particularly when arbitration has commenced or, better yet, a final arbitration hearing date has already been set. *See, e.g., United States ex rel. MPA Constr. v. XL Specialty Ins. Co.*, 349 F.Supp.2d 934, 939 (D. Md. 2004) “It is a somewhat peculiar stance to assert that delay will cause financial hardship while simultaneously requesting that the court allow full-blown litigation to proceed. **One of the primary reasons why the law favors arbitration is to resolve cases more quickly and efficiently.**”

#### APPEALABILITY OF ORDERS GRANTING OR REFUSING A STAY

It should be noted that when the "connected or related case" is in arbitration, courts are more likely to grant a discretionary stay pending completion of the arbitration, due to the "policy in favor of arbitration..." See, e.g., *Sam Reisfeld v. S. A. Eteco*, 530 F.2d 679, 681 (5th Cir. 1976) (claims involving non-signatories to arbitration agreement signed by their affiliate were properly stayed because they were "inherently inseparable from" the claims at issue in their affiliate's arbitration, and arbitration would otherwise "be rendered meaningless and the policy in favor of arbitration effectively thwarted."). A key factor courts consider is whether the non-signatory's potential liability derives from the conduct or potential liability of a party or signatory, such that staying claims against the non-signatory likely would conserve judicial resources and minimize the possibility of inconsistent results. ; see also *Petrik v. Reliant Pharmaceuticals*, 2007 WL 3283170 (M.D. Fla. 2007), citing *Klay v. All Defendants*, 389 F.3d 1191, 1204 (11th Cir. 2004); *Am. Heart Disease Prev. Found. v. Hughey*, 106 F.3d 389, 1997 WL 42714 (4th Cir. 1997).

The most obvious type of claims warranting a discretionary stay (if not a mandatory stay pursuant to 9 U.S.C. 3) are Miller Act claims, which "courts routinely stay...pending arbitration to determine the contractor's liability..." *U.S. f/w/b/o First Call Mechanical v. Sundt Constr., Inc.*, 2007 WL 1655976, 3 (D. Ariz. 2007); see also *U.S. f/w/b/o Milestone Tarant v. Ins. Co.*, 672 F.Supp.2d 92, 102 n.5 (D. D.C. 2009) ("unless [general contractor] were to intervene in this suit, litigation of [subcontractor]'s claims under the subcontract would occur *through* [the surety]. Arbitration between [subcontractor] and [general contractor] therefore would be far more efficient."); *U.S. ex rel. James B. Donaghey, Inc. v. Dick Corp.*, 2010 WL 4666747, 3 (N.D. Fla. 2010) ("It was not the intention of Congress to extend or enlarge the liability of the surety ... beyond the contractual or quasi-contractual obligations of the contractor who remains primarily liable."); *U.S. f/w/b/o Vining Corp. v. Carothers Const., Inc.*, 2010 WL 1931100 \*4 (M.D. Ga 2010) ("If a subcontractor could avoid the arbitration requirement in a subcontract by suing only the surety, such a result would effectively render arbitration provisions meaningless."); *U.S. f/w/b/o v. Bencor-Petriford*, 2007 WL 1725468, 3 (N.D. Ind. 2007) (subcontractor's recovery rights against the sureties "necessarily depend on whether [contractor] breached its subcontract with [subcontractor]. "The liability of the sureties...is limited to

§1292(b)); Cf. *Green Tree Financial*, 531 U.S. at 87 n. 2 ("Had the Court entered a stay instead of a dismissal in this case, that order would not be appealable [per 9 U.S.C. § 16(b)(1)]").

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### **The Contract is Clear and Unambiguous.**

The Commercial Agreement between Plaintiffs and the Defendants referenced clearly and unambiguously requires arbitration for all disputes. South Carolina Courts consistently enforce unambiguous contracts according to their plain language. Similar matter- Renshaw v. Renshaw, 96 Nev. 541, 611 P.2d 1070 (1980). The Supreme Court in *Reynolds versus the United States* decided on January 23, 2012 came to the same conclusion when considering statutory interpretation, there is the plain meanings doctrine. The contract stipulates that it "must be construed contextually and not otherwise", and such a construction was agreed to by all the parties to the contract and addendum, and specifically the contract and addendum holds that in line with the FAA only the arbitrator has the authority to determine the binding nature of the agreement. Courts are bound by language that is clear and free of ambiguity and cannot, using the guise of interpretation, distort the plain meaning of the agreement. Related principle ruling- Watson v. Watson, 95 Nev. 495, 496 P.2d 507 (1979).

In this case, there is no doubt the parties agreed to a clear and unambiguous requirement to arbitrate, in fact the word arbitrate appears throughout the document/instruments/contract more than 10 times. Moreover, the language clearly evidences an agreement to arbitrate disputes arising from the actions or inactions of Members/parties to the agreement. Finally, it is clear from the language of the contract that the parties intended arbitration to be "final and binding." As such, the contract clearly and unambiguously requires that the parties arbitrate this dispute and this Court should enforce the clear language of the Commercial Agreement between the parties. See, e.g., Southern Trust Mortgage Co. V. Kay & Door Co., Inc., 104 Nev. 564, 763 P.2d 353 (1988) (holding that where a document is clear and unambiguous, **the court must**

“All that matters for appealability...is that the appellant sought the stay on the authority of [9 U.S.C. 3], whether or not the stay was authorized by that section.” See *GEA Group AG v. Flex-N-Gate Corp.*, 2014 WL 97289, 3-4 (7<sup>th</sup> Cir. 2014), citing *Carlisle*, 556 U.S. at 631

If a motion for stay is denied, it will be immediately appealable pursuant to 9 USC 16(a)(1)(A). *see also Conrad v. Phone Directories Co., Inc.*, 585 F.3d 1376, 1385 (10<sup>th</sup> Cir. 2009) (“The first, simplest, and surest way to guarantee appellate jurisdiction under § 16(a) is to caption the motion in the court as one brought under FAA § § 3 or 4. ... This simple rule should dispose of the vast majority of cases in this area, and those hoping to avail themselves of the immediate appeal provided for in the FAA would do well to follow it.”). Notably, dicta in the *Conrad* decision states: “if the court suspects that the motion has been mis-captioned in an attempt to take advantage of § 16(a), it must look beyond the caption” to “determine whether it is plainly apparent from the four corners of the motion that the movant seeks only the relief provided for in the FAA, rather than any other judicially-provided remedy.” *Conrad*, 585 F.3d at 1385. Counsel should consider this admonition and potential implications for appealability, even if briefly, in deciding upon an alternative request for stay pursuant to the court’s inherent discretion.

If the court were to deem it unnecessary to stay the matter pending arbitration, it would then be subjecting the state and the parties to greater expense by having an appeal filed and prosecuted, where the FAA and the favorability of arbitration over litigation are the principal foundations for such and entertainment of such a request. The state law cannot interfere with liberal policy favoring arbitration. *Wells v. Chevy Chase Bank, F.S.B.*, 768 A.2d 620 (2001). Generally, stay orders direct clerks of court to administratively close the cases pending the outcome of arbitration, rather than dismissing the cases. Such orders are almost always interlocutory. See *Kaplan Industry, Inc. v. Oaktree Capital Management, LP.*, 2011 WL 5599380, 1 (11<sup>th</sup> Cir. 2011) (granting appellee’s motion to dismiss appeal, for lack of jurisdiction, of an order granting appellee’s motion for a stay pending the parties’ arbitration proceedings, pursuant 9 U.S.C. § 3, because court merely administratively closed the case without dismissing it and did not certify the appeal under 28 U.S.C.

The United States Supreme Court prohibits consideration of the merits on a motion to compel. The Supreme Court held that “there is a presumption of arbitrability in the sense that ‘[a]n order to arbitrate the particular grievance should not be denied unless it may be said with positive assurance that the arbitration clause is not susceptible of an interpretation that covers the asserted dispute.’” AT & T Tech., Inc. v. Communications Workers of Am., 475 U.S. 643, 650, 106 S.Ct. 1415, 1419, 89 L.Ed.2d 648 (1986) (quoting Steelworkers v. Warrior & Gulf Navigation Co., 363 U.S. 574, 582-83, 80 S.Ct. 1347, 1353, 4 L.Ed.2d 1409 (1960)). In ruling on the arbitrability of a dispute, **a court should not decide the merits of the underlying claims.** See AT & T Tech., 475 U.S. at 649.

In a unanimous decision on January 8, 2019 in Henry Schein, Inc. v. Archer & White Sales, Inc., No. 17-1272, the US Supreme Court confirmed that the United States is a pro-arbitration jurisdiction that will honor parties’ agreements to arbitrate. Specifically, where an arbitration clause clearly delegates the decision of arbitrability to the arbitrators, courts should have no say in the matter—even if they perceive the argument in favor of arbitration as “wholly groundless.” This decision provides clarity for potential disputants and is in line with prior Court precedent prohibiting courts from reviewing the merits of a dispute when properly delegated to an arbitrator. We must interpret the Act as written, and the Act in turn requires that we interpret the contract as written. When the parties’ contract delegates the arbitrability question to an arbitrator, a court may not override the contract. In those circumstances, a court possesses no power to decide the arbitrability issue. That is true even if the court thinks that the argument that the arbitration agreement applies to a particular dispute is wholly groundless.

That conclusion follows not only from the text of the Act but also from precedent. We have held that a court may not “rule on the potential merits of the underlying” claim that is assigned by contract to an arbitrator, “even if it appears to the court to be frivolous.” AT&T Technologies, Inc. v. Communications Workers, 475 U. S. 643, 649–650 (1986). A court has “ ‘no business weighing the merits of the grievance’ ”

**construe the document from its language**); see, e.g., Love v. Love, 114 Nev. 572, 959 P.2d 523 (1998) (concluding that a clear and unambiguous document on its face must be **construed according to its plain language**); see, e.g., Ellison v. California State Automobile Association, 106 Nev. 601, 797 P.2d 975 (1990) (finding that Commercial Agreements are construed from written language and **enforced as written**). Needless to say, the **overwhelming** authority from the South Carolina Supreme Court and elsewhere holds that unambiguous Commercial Agreements must be construed according to their plain language.

### **The Commercial Agreement Clearly and Unambiguously Requires Arbitration.**

The arbitration clause is clearly and unambiguously written. In particular, the provision governing disputes of the Commercial Agreement is wholly free of ambiguity and clearly states that **any dispute must be settled by Arbitration**. Moreover, the Commercial Agreement specifically involves commerce and because it involves commerce it provides that the Arbitration should take place according to the rules of FAA. The Arbitration clause was **fully negotiated and executed**. Thus, given the clear and unambiguous language of the Commercial Agreement requiring arbitration and South Carolina's presumption in favor of arbitration, the Commercial Agreement should be specifically enforced, requiring that this dispute be submitted to binding arbitration and that this litigation is stayed in the interim, and the Defendant's claims dismissed as a result of estoppel.

In the instant case, there has not been significant activity towards litigating either party's claims or defenses. No actions by the Judge. Therefore, no parties will suffer prejudice from the change of forum from this Court to arbitration. As there is no prejudice, this Court should compel arbitration.

### **The Court is Not to Consider the Merits.**

The contract incorporates the United States government as a party, and under the contract clause of the United States Constitution, the jurisdiction over such contracts rests with the United States Congress. We remind the court that it too is a party to the contract and addendum along with the state of South Carolina through the Atty. Gen. and through the judicial Council for the state of South Carolina, as they were parties to the contract and addendum and have consented to the agreement that is binding and irrevocable respecting all parties to that agreement. There appears to be a conflict of interest, and any adverse decision by the court may be perceived as self-serving and/or discretion abuse.

### III. THE FEDERAL ARBITRATION ACT ("FAA")

As previously stated The Federal Arbitration Act (the "FAA" or the "Act") provides that written arbitration agreements are "valid, irrevocable and enforceable, save upon such grounds as exist at law or in equity for the revocation of any contract." 9 U.S.C. § 2 (1999). **The main purpose of the Arbitration Act is "to overcome courts' refusals to enforce agreements to arbitrate."** Allied-Bruce, 513 U.S. at 270. In passing the FAA, Congress was "motivated first and foremost by a desire to change this [trend] ... to enforce [arbitration] agreements into which parties had entered, and to place such agreements 'upon the same footing as other contracts.'" (Emphasis added citations omitted).

To fulfill the purpose of enforcing arbitration clauses more uniformly throughout the country, Congress established a broad principal of enforceability within the provisions of the FAA. Doctor's Assoc. V. Casarotto, 517 U.S. 681, 685 (quoting Southland Corp. v. Keating, 465 U.S. 1, 11 (1984)). The Supreme Court has determined that **"Congress would not have wanted state and federal courts to reach different outcomes about the validity of arbitration in similar cases."** Allied-Bruce, 513 U.S. at 72, *citing* Southland Corp., 465 U.S. at 15-16. Accordingly, the **"the Court also concluded that the Federal Arbitration Act preempts state law; and it held that state courts cannot apply state statutes that invalidate arbitration**

because the “ ‘agreement is to submit all grievances to arbitration, not merely those which the court will deem meritorious.’ ” Id., at 650 (quoting *Steelworkers v. American Mfg. Co.*, 363 U. S. 564, 568 (1960)).

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### **The Scope of the Broad Arbitration Clause**

Generally speaking, arbitration clauses are referred to as being “broad” or “narrow.” Typically, broad arbitration clauses encompass all of the parties’ disputes arising out of their agreement, whereas narrow clauses are intended to limit the disputes that are only specifically referred to arbitration. For instance, in *Parfi Holding AB v. Mirror Image Internet, Inc.*, 817 A.2d 149 (Del. 2002), the parties agreed to arbitrate any dispute “arising out of or in connection with” their agreement, and like the case at bar. The Delaware Supreme Court held that the parties had “signaled an intent to arbitrate all possible claims that touch on the rights set forth in their contract.” Language such as “all disputes arising out of the Commercial agreement are subject to arbitration” or “any dispute or controversy arising under this Commercial agreement shall be submitted to binding arbitration” is equally effective in evincing the parties’ intent to submit all of their disputes to arbitration. *See, e.g.*, *Drafting Arbitration Provisions for LLC Agreements*, D. GaHuso, ABA Business Law Today, Vol. 18, April 2009. The arbitration clause clearly indicated the party’s intentions to “arbitrate any and all disputes and/or controversy arising from the agreement and or related issues’.

As indicated in the presentments by the defendant, mortgage insurance is a federal requirement for all conventional home loans as a result of the 1978-1980 Financial Crisis, whereby the Reagan administration with the help of the Republican Congress placed into law, the requirement for all conventional home loans to be back by mortgage insurance, and further back by a government guarantee. Such a program known as the SINGLE-FAMILY HOME GUARANTEE LOAN PROGRAM was instituted conferring upon each of these conventional home loans the backing of the full faith and credit of the United States government.

arbitration agreement requiring arbitration of claims concerning the action or inaction of any party to the agreement. A dispute has now arisen concerning plaintiffs' actions as a member and/or party to the agreement. As such, the arbitration provision in the agreement between the parties should be given its full force and effect and this case should proceed through final and binding arbitration before the Arbitration Association agreed upon by the parties which is the SAA (Sitcomm Arbitration Association) as referenced above.

This lawsuit should be stayed pending binding arbitration. South Carolina law (as articulated by both the South Carolina Legislature and the South Carolina Supreme Court), as well as the Federal Arbitration Act, uniformly hold that the arbitrability of disputes agreed upon in a written Contract or Agreement must be enforced. Moreover, South Carolina law consistently enforces the clear and unambiguous language of contracts, particularly broad arbitration provisions such as that presented here. In this case, the clear and unambiguous contractual provision requires arbitration of "any disputes and/or controversies" arising out of or related to the Commercial Agreement. Pursuant to both the South Carolina Uniform Arbitration Act and the Federal Arbitration Act, this dispute should immediately be submitted to binding arbitration and this litigation stayed in the interim. Note: A similar filing referencing this filing has been or will be filed in Appeals court (Case No. NO. 18-2461) where this case is currently pending requesting a stay to compel arbitration as well.

DATED this 26<sup>th</sup> day of March, 2019

RESPECTFULLY PRESENTED,

"Without Prejudice"

*Nelson L. Bruce*

Void/ Non Assumpsit 3-29-19

THE BENEFICIAL OWNER OF THE CESTI QUI EQUITABLE TRUST

Nelson L. Bruce, Propria Persona, Sui Juris

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**agreements.”** Hence, the outcome should be the same in state and federal court, applying state or federal statutes, which is precisely why we have used case law from the various states, and the various states Supreme Court as well as United States Supreme Court, because the arbitration laws throughout United States must be uniformed and the decisions rendered by the courts in reference to the arbitration laws must follow the same principles of uniformity.

#### **AUTHORIZATION FORM TO COLLECT FILING FEE AND INSTRUCTIONS (445 FORM)**

The court has been presented with an application to collect any filing fees for which they are claiming to charge. The court has 10 days from receipt of this motion to dispute this tender of payment offer (445 FORM) in the form of a rejection from the organization to which they are completing the application to collect a fee for services, as a “**State/Local Government Agency**” or it will be agreed by tacit acquiescence that their application has been accepted and the requested fees have been paid to them by the organization of which they applied.

#### **THE CONCLUSION**

As of the date of this filing, the main parties if not all parties (rather plaintiffs and or defendants) to the conditional acceptance agreement/contract and addendum referenced in **Exhibits/Evidence J1- J3** and filed in this case and is hereby incorporated by reference in this case as evidence are in default of both the Original agreement referenced above and the addendum to that agreement and defendants respectfully present this motion to compel arbitration, to dismiss the claims and/or motions and or filings of the plaintiffs as barred by estoppel principal and agreement, and to stay the defendant’s claims as defendant wishes to continue this proceeding in a court of original jurisdiction after the matter has been arbitrated by the chosen arbitrator/arbitration association. The defendants request that this Court compel the arbitration of the dispute between Plaintiffs and Defendants. The parties entered into a valid, clear and unambiguous

12.) Do you serve any beneficiaries who owe you money now, or will owe you in the future?

Yes

No (Circle One)

If YES, please describe the amount and reason for the debt:

**PLEASE READ THE FOLLOWING INFORMATION CAREFULLY BEFORE SIGNING THIS FORM**

I understand the information furnished in this form is subject to verification by the Social Security Administration (SSA) at the time of initial application and during subsequent recertification's as a fee-for-service organizational payee.

I understand I may not collect a fee for payee services unless and until I have received written authorization to do so by SSA. If granted authorization, I agree not to collect a fee higher than the amount authorized by SSA.

I declare under penalty of perjury that I have examined all the information on this form, and on any accompanying statements or forms, and that the information is true and correct to the best of my knowledge. I understand that if I knowingly and willfully make a false, fictitious, or fraudulent statement or representation on this form, or cause someone else to do so, I may be fined and/or imprisoned (18 U.S.C. 1001).

Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Your Name & Title \_\_\_\_\_ Phone \_\_\_\_\_

Signature of Director/CEO (if different than above) \_\_\_\_\_

Print Your Name & Title \_\_\_\_\_ Phone \_\_\_\_\_

Signature of SSA Official \_\_\_\_\_ Title \_\_\_\_\_

DO Code \_\_\_\_\_ Date \_\_\_\_\_

Privacy Act: The Social Security Administration is authorized to request the information on this form under sections 205(j)(4) and 1631 (a)(2) of the Social Security Act and 20 CFR 404.2040a and 416.640a. The information requested on this form will be used to consider your eligibility as a Fee for Service Representative Payee. You do not have to give us this information. However, without the information, we may not be able to authorize you to collect a fee for providing payee services.

The information you provide may be disclosed to the Office of the President or to a congressional office requesting information on your behalf, to the General Services Administration and the National Archives and Records Administration for conducting records management studies, and to contractors and other Federal agencies, as necessary, to assist in the administration of Social Security Administration programs.

We may also use this information when we match records by computer. Matching programs compare our records with those of other Federal, State or local government agencies. Many agencies may use matching programs to find or prove that a person qualifies for benefits paid by the Federal government; the law allows us to do this even if you do not agree to it.

Explanations about these and other reasons why information you provide may be used or given out are available in Social Security offices. If you want to learn more about this, contact any Social Security office.

Paperwork Reduction Act Statement: This information collection meets the requirements of 44 U.S.C. § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget control number. We estimate that it will take about 10 minutes to read the instructions, gather the facts, and answer the questions. **SEND OR BRING THE COMPLETED FORM TO YOUR LOCAL SOCIAL SECURITY OFFICE.** The office is listed under U.S. Government agencies in your telephone directory or you may call Social Security at 1-800-772-1213. You may send comments on our time estimate above to SSA, 6401 Security Blvd., Baltimore, MD 21235-6401. Send comments relating to our time estimate to this address, not the completed form.

## APPLICATION TO COLLECT A FEE FOR PAYEE SERVICES

I/we, as representative of the organization named below, request authorization from the Social Security Administration to collect a fee for providing payee services in accordance with section 205(j)(4)(A) of the Social Security Act (42 USC 405 (j)(4)(A)).

I understand that I must provide the following documents along with this application:

- Proof of tax exempt status under Sec. 501 (c) of the Internal Revenue Code (if applicable)
- Our organization's mission statement
- A list of current beneficiaries being served (if applicable) including name, address and SSN.

|                                                                                |  |                                                                                                                                                 |  |
|--------------------------------------------------------------------------------|--|-------------------------------------------------------------------------------------------------------------------------------------------------|--|
| 1. Name of Organization                                                        |  | 2. EIN                                                                                                                                          |  |
| 3. Type of Organization                                                        |  | <input type="checkbox"/> Community based, non-profit social service agency<br><input checked="" type="checkbox"/> State/Local Government Agency |  |
| 4. Address                                                                     |  |                                                                                                                                                 |  |
| 5. City, State, Zip Code                                                       |  | Phone Number                                                                                                                                    |  |
| 6.) Licensed                                                                   |  | Yes No (Circle One)                                                                                                                             |  |
| If YES, Licensor name and type of license                                      |  |                                                                                                                                                 |  |
| Exp. Date                                                                      |  |                                                                                                                                                 |  |
| Licensor Address                                                               |  | Phone Number ( )                                                                                                                                |  |
| 7.) Bonded/Insured                                                             |  | Yes No (Circle One)                                                                                                                             |  |
| If YES, Bond/Insurance Co. name                                                |  |                                                                                                                                                 |  |
| Address                                                                        |  | Phone Number ( )                                                                                                                                |  |
| Bond/Policy Type                                                               |  | Exp. Date                                                                                                                                       |  |
| Amount                                                                         |  | Serial/Policy #                                                                                                                                 |  |
| 8. Maximum number of beneficiaries that you are able to serve                  |  |                                                                                                                                                 |  |
| 9. Is your organization currently charging a fee for providing payee services? |  | Yes No (Circle One)                                                                                                                             |  |
| 10. Number of employees that handle affairs for the SSA beneficiaries          |  |                                                                                                                                                 |  |
| 11. Indicate your service area by counties served or zip codes                 |  |                                                                                                                                                 |  |

Cir. 2002)). "In South Carolina, a 'clear agreement' to arbitrate may be either express or implied in fact." "A party's acceptance of an agreement to arbitrate may be express, as where a party signs the agreement." Acceptance of an agreement to arbitrate is implied-in-fact where the conduct of the contracting parties suggests such acceptance. See *J. Patton WEBB, Respondent v. FIRST FEDERAL SAVINGS & LOAN ASSOCIATION OF ANDERSON, Appellant*.[\*] 1312, also See *Craig v. Brown & Root, Inc.*, 84 Cal. App. 4th 416, 420, 100 Cal. Rptr. 2d 818, 820 (2000) (employee's continued employment constitutes her acceptance of an agreement proposed by her employer).

In resolving a motion to compel arbitration, the court applies a standard similar to that of a motion for summary judgment brought pursuant to Rule 56 of the Federal Rules of Civil Procedure. See *Smith v. H.F.D. No. 55, Inc.*, No. 2:15cv1293-KJM-KJN, 2016 WL 881134, at \*4 (E.D. Cal. Mar. 8, 2016) (citations omitted). "The party opposing arbitration receives the benefit of any reasonable doubts and the court draws reasonable inferences in that party's favor, and only when the arbitration agreement's existence and applicability may the court compel arbitration." *Smith*, 2016 WL 881134, at \*4 (citing *Three Valleys Mun. Water Dist. v. E.F. Hutton & Co.*, 925 F.2d 1136, 1141 (9th Cir. 1991)).

The FAA does not require that the absence of any factual dispute. See *Hanon v. Dataproducts Corp.*, 976 F.2d 497, 500 (9th Cir. 1992). Rather, there must be no *genuine* issue of *material* fact. *Id.* (emphasis as in original) (quoting *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 248, 106 S.Ct. 2505, 2510 (1986)). "A material fact is genuine if 'the evidence is such that a reasonable jury could return a verdict for the nonmoving party.'" *Id.* (quoting *Anderson*, 477 U.S. at 248, 106 S.Ct. at 2510). "Conversely, '[w]here the record taken as a whole could not lead a rational trier of fact to find for the nonmoving party, there is no 'genuine issue for trial.'" *Id.* (quoting *Matsushita Elec. Indus. Co. v. Zenith Radio Corp.*, 475 U.S. 574, 587, 106 S.Ct. 1348, 1356, 89 L.Ed.2d 538 (1986)).

The Court looks to the four corners of the Agreement to Arbitrate Disputes to determine whether the parties clearly and unmistakably designated intent for non-federal arbitrability law to apply. See *SUPREME COURT OF THE UNITED STATES RENT-A-CENTER, WEST, INC., PETITIONER v. ANTONIO JACKSON* (June 21, 2010) also see *Gerdlund v. Elec. Dispensers Int'l*, 190 Cal. App. 3d 263, 270, 235 Cal. Rptr. 279, 282 (Ct. App. 1987) ("The parol evidence rule generally prohibits the introduction of any extrinsic evidence to vary or contradict the terms of an integrated written instrument."). That agreement states that South Carolina law is to be applied by the arbitrator to disputes that are subject to arbitration, federal law must be applied here by default to determine arbitrability. See, e.g., *Cape Flattery*, 647 F.3d at 921.

# Memorandum Table and Authorities:

## Legal Standard

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Federal Arbitration Act (FAA) vs. South Carolina Uniform Arbitration Act (SCUAA) Petitioner has filed its motion to compel arbitration pursuant to the FAA. If a party to an arbitration agreement files a case in the district court that is covered by the agreement to arbitrate, the FAA permits the aggrieved party to file a motion to compel arbitration pursuant to their agreement. See 9 U.S.C. § 4.

A dispute between the parties as to whether the claims are arbitrable in the first place (i.e. the arbitrability question) is governed by the FAA or the SCUAA. The statutory language of the FAA provides that it applies to a "contract evidencing a transaction involving commerce to settle by arbitration a controversy thereafter arising out of such contract or transaction." 9 U.S.C. § 2. The language "involving commerce" in the FAA has been interpreted to mean "the functional equivalent of the more familiar term 'affecting commerce'-words of art that ordinarily signal the broadest permissible exercise of Congress' Commerce Clause power." *Citizens Bank v. Alafabco, Inc.*, 539 U.S. 52, 123 S. Ct. 2037, 2040, 156 L. Ed. 2d 46 (2003) (citing *Allied-Bruce Terminix Cos. v. Dobson*, 513 U.S. 265, 273-74, 115 S.Ct. 834, 130 L.Ed.2d 753 (1995)). Therefore, absent a clear and unmistakable designated intent that nonfederal arbitrability law applies, "federal law governs the arbitrability question by default because the Agreement is covered by the FAA." *Brennan v. Opus Bank*, 796 F.3d 1125, 1129 (9th Cir. 2015) (citing *Mitsubishi Motors Corp. v. Soler Chrysler-Plymouth, Inc.*, 473 U.S. 614, 626, 105 S.Ct. 3346, 87 L.Ed.2d 444 (1985); *Cape Flattery Ltd. v. Titan Maritime*, 647 F.3d 914, 921 (9th Cir. 2011)).

"Generally, in deciding whether to compel arbitration, a court must determine two 'gateway' issues: (1) whether there is an agreement to arbitrate between the parties; and (2) whether the agreement covers the dispute." *Brennan*, 796 F.3d at 1130 (citing *Howsam v. Dean Witter Reynolds, Inc.*, 537 U.S. 79, 84, 123 S.Ct. 588, 154 L.Ed.2d 491 (2002)). The party moving to compel arbitration bears the burden of demonstrating that these two elements are satisfied. *Ashbey v. Archstone Prop. Mgmt., Inc.*, 785 F.3d 1320, 1323 (9th Cir. 2015) (citing *Cox v. Ocean View Hotel Corp.*, 533 F.3d 1114, 1119 (9th Cir. 2008)). Agreements to arbitrate may be invalidated by generally applicable contract defenses, such as fraud, duress, or unconscionability. See 9 U.S.C. § 2. See also Concepcion, 563 U.S. at 339, 131 S. Ct. at 1746.

Arbitration is a creation of contract, and a court will not grant a motion to compel arbitration unless it finds that there is a "clear agreement" to arbitrate. *Davis v. Nordstrom, Inc.*, 755 F.3d 1089, 1092-93 (9th Cir. 2014) (citations omitted). "When determining whether a valid contract to arbitrate exists, we apply ordinary state law principles that govern contract formation." *Id.* at 1093 (citing *Ferguson v. Countrywide Credit Indus., Inc.*, 298 F.3d 778, 782 (9th

- United States Court of Appeals, Ninth Circuit., 15 Jun 2016
3. SAKKAB V. LUXOTTICA RETAIL N. AM., INC.
- United States Court of Appeals, Ninth Circuit., 28 Sep 2015
4. BRENNAN V. OPUS BANK, CORP.
- United States Court of Appeals, Ninth Circuit., 11 Aug 2015
5. ASHBEY V. ARCHSTONE PROP. MGMT., INC.
- United States Court of Appeals, Ninth Circuit., 12 May 2015
6. WILKERSON V. WHEELER
- United States Court of Appeals, Ninth Circuit., 18 Nov 2014
7. ISKANIAN V. CLS TRANSP. L. A., LLC
- Supreme Court of California, 23 Jun 2014
8. JOHNMOHAMMADI V. BLOOMINGDALE'S, INC.
- United States Court of Appeals, Ninth Circuit., 23 Jun 2014
9. DAVIS V. NORDSTROM, INC.
- United States Court of Appeals, Ninth Circuit., 23 Jun 2014
10. MORTENSEN V. BRESNAN COMM'NS, LLC
- United States Court of Appeals, Ninth Circuit., 15 Jul 2013
11. PINNACLE MUSEUM TOWER ASS'N V. PINNACLE MKT. DEV. (US), LLC
- Supreme Court of California, 16 Aug 2012
12. CAPE FLATTERY LTD. V. TITAN MARITIME, LLC
- United States Court of Appeals, Ninth Circuit., 26 Jul 2011
13. ATT MOBILITY LLC V. CONCEPCION, 09-893 (U.S. 4-27-2011)
- U.S. Supreme Court, 27 Apr 2011
14. COX V. OCEAN
- United States Court of Appeals, Ninth Circuit., 23 Jul 2008

## Effect of Federal Arbitration Act

Page | 38 Where the FAA is applicable, as it is here, the U.S. Court of Appeals for the Ninth Circuit has summarized its impact on interpretation and enforcement of arbitration agreements as follows:

The Federal Arbitration Act (FAA) requires courts to "place arbitration agreements on an equal footing with other contracts, and enforce them according to their terms." *AT&T Mobility LLC v. Concepcion*, 563 U.S. 333, 339, 131 S.Ct. 1740, 179 L.Ed.2d 742 (2011) (internal citation omitted). Section 2 of the FAA makes agreements to arbitrate "valid, irrevocable, and enforceable, save upon such grounds as exist at law or in equity for the revocation of any contract." 9 U.S.C. § 2. The final clause of § 2, generally referred to as the savings clause, "permits agreements to arbitrate to be invalidated by 'generally applicable contract defenses, such as fraud, duress, or unconscionability,' but not by defenses that apply only to arbitration or that derive their meaning from the fact that an agreement to arbitrate is at issue." *Concepcion*, 563 U.S. at 339, 131 S.Ct. 1740 (quoting *Doctor's Assocs., Inc. v. Casarotto*, 517 U.S. 681, 687, 116 S.Ct. 1652, 134 L.Ed.2d 902 (1996)). "Any doubts about the scope of arbitrable issues, including applicable contract defenses, are to be resolved in favor of arbitration." *Tompkins v. 23andMe, Inc.*, 840 F.3d 1016, 1022 (9th Cir. 2016).

Section 2 of the FAA preempts state statutes and state common law principles that "undercut the enforceability of arbitration agreements," unless the savings clause applies. *Southland Corp. v. Keating*, 465 U.S. 1, 16, 104 S.Ct. 852, 79 L.Ed.2d 1 (1984); see also *Concepcion*, 563 U.S. at 343-44, 131 S.Ct. 1740; *Sakkab v. Luxottica Retail N. Am., Inc.*, 803 F.3d 425, 432 (9th Cir. 2015). In other words, a court cannot enforce state laws that apply to agreements to arbitrate but not to contracts more generally. See *Mortensen v. Bresnan Commc'ns, LLC*, 722 F.3d 1151, 1159 (9th Cir. 2013) ("Any general state-law contract defense ... that has a disproportionate effect on arbitration is displaced by the FAA.").

### 1. POUBLON V. C.H. ROBINSON CO.

UNITED STATES COURT OF APPEALS FOR THE NINTH CIRCUIT, 03 Feb 2017

### 2. TILLMAN V. TILLMAN

U.S. Supreme Court, 25 Jun 1986

28. MATSUSHITA ELEC. INDUSTRIAL CO. V. ZENITH RADIO

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U.S. Supreme Court, 26 Mar 1986

29. MITSUBISHI MOTORS V. SOLER CHRYSLER-PLYMOUTH

U.S. Supreme Court, 02 Jul 1985

30. SOUTHLAND CORP. V. KEATING

U.S. Supreme Court, 23 Jan 1984

RESPECTFULLY PRESENTED,

"Without Prejudice"

Nelson L. Bruce

Void/ Non Assumpsit

3-29-19

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15. LIFESCAN, INC. V. PREMIER DIABETIC SERVS

United States Court of Appeals, Ninth Circuit., 13 Apr 2004

16. CITIZENS BANK V. ALAFABCO, INC

U.S. Supreme Court, 02 Jun 2003

17. HOWSAM V. DEAN WITTER REYNOLDS, INC

U.S. Supreme Court, 10 Dec 2002

18. FERGUSON V. COUNTRYWIDE CREDIT INDUSTRIES

United States Court of Appeals, Ninth Circuit., 23 Jul 2002

19. CRAIG V. BROWN ROOT INC

Court of Appeal of California, Second District, Division One., 26 Oct 2000

20. DOCTOR'S ASSOCIATES, INC. V. CASAROTTO

U.S. Supreme Court, 20 May 1996

21. ALLIED-BRUCE TERMINIX COS. V. DOBSON

U.S. Supreme Court, 18 Jan 1995

22. HANON V. DATAPRODUCTS CORP

United States Court of Appeals, Ninth Circuit., 28 Sep 1992

23. THREE VALLEYS MUN. WATER DIST V. E. F. HUTTON

United States Court of Appeals, Ninth Circuit., 05 Feb 1991

24. BAXTER V. SULLIVAN

United States Court of Appeals, Ninth Circuit., 23 Jan 1991

25. SPARLING V. HOFFMAN CONST. CO., INC

United States Court of Appeals, Ninth Circuit., 21 Dec 1988

26. GERDLUND V. ELECTRONIC DISPENSERS INTERNATIONAL

Court of Appeal of California, Sixth District., 16 Mar 1987

27. ANDERSON V. LIBERTY LOBBY, INC



Record/FILE ON DEMAND

Acceptance of Offer with full immunity AND WITHOUT RECOURSE! NBLB-20190326NLBLCATR-ATRA2BOA1-2<sup>o</sup>

IN THE COURT OF COMMON PLEAS FOR DORCHESTER COUNTY

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IN AND FOR THE REPUBLIC OF SOUTH CAROLINA

|                                                                                                                                                         |                                                                                                                                  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------|
| <p>Wilmington Savings Fund Society FSB as Trustee,</p> <p>Plaintiff(s),</p> <p>vs.</p> <p>Nelson L. Bruce, Sui Juris, et al.,</p> <p>Defendants(s).</p> | <p>Sub contract case No. 16-CP-18-1678</p> <p><b>CERTIFICATE OF SERVICE</b></p> <p>2019 MAR 29 PM 4:33</p> <p>FILED-RECORDED</p> |
|---------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------|

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and correct copy of the “**PRESENTMENT TO COMPEL ARBITRATION**” including, “**Memorandum Table and Authorities,**” and “**EXHIBITS/EVIDENCE J**” have been electronically mailed to all parties on the service via the UNITED STATES POSTAL SERVICE by the UNITED STATES POST OFFICE via First Class Postage Prepaid under **Certified Mail #: 7018 1830 0000 4915 6407.**

RESPECTFULLY PRESENTED,

**Addressed to:**

ALBERTELI LAW

Attention: William S. Koehler (Attorneys for Plaintiffs)

201 Main Street, Suite 1450

Columbia, South Carolina 29201

“Without Prejudice”

*Nelson L. Bruce*

Void/non- assumpsit

3-29-19

THE BENEFICIAL OWNER OF THE CESTI QUI EQUITABLE TRUST

Nelson L. Bruce, Propria Persona, Sui Juris

All Rights Explicitly Reserved and Retained

U.C.C. 1-207/1-308, 1.103.6

c/o PMB 1605 Central Avenue, Ste.6 #167

Summerville South Carolina 29483, Ph. 843-437-7901

Conditional Acceptance for the Value/Agreement/Counter Offer to Acceptance of Offer

Exhibits/Evidence - J1

**SHOW OF CAUSE PROOF OF CLAIM DEMAND**  
**SERVED OR PRESENTED via the: UNITED STATES POSTAL SERVICE**  
**by the UNITED STATES POST OFFICE via First Class Postage Prepaid**

**Contract # 2019-0108BRUCWSFCM-S12389981- 5577899811°**

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**PARTIES:**  
**(RESPONDENTS/OFFEREE:)**

To: WILMINGTON SAVINGS FUND SOCIETY, FSB  
Attention: Mark A. Turner (CEO)  
Address: 500 Delaware Avenue, Wilmington, DE 19801  
Account No.(s): 202985786 and 7000124554  
CERTIFIED MAIL NUMBER: 7018 0360 0001 0340 6126

To: WILMINGTON SAVINGS FUND SOCIETY, FSB  
c/o William S. Koehler - ALBERTELLI LAW  
Address: 1201 Main Street, Suite 1450, Columbia, SC 29201  
Account No.(s): 202985786 and 7000124554  
CERTIFIED MAIL NUMBER: 7018 0360 0001 0340 6133

To: the District Court of the United States  
Charleston Division/Civil  
Address: 85 Broad Street, Charleston, South Carolina 29401  
Case No.(s): 2:17-cv-02617-RMG-BM, 2:18-cv-02555-BHH-BM  
CERTIFIED MAIL NUMBER: 7018 0360 0001 0340 6140

To: CARRINGTON MORTGAGE SERVICES, LLC  
Attention: Bruce Rose (CEO)  
Address: P.O. BOX 5001, Westfield, IN 46074  
Account No.(s): 7000124554 and 202985786  
CERTIFIED MAIL NUMBER: 7018 0360 0001 0340 6157

To: the UNITED STATES OF AMERICA  
c/o U.S. Department of Justice  
Address: 950 Pennsylvania Avenue, NW Washington, DC 20530-0001  
CERTIFIED MAIL NUMBER: 7018 0360 0001 0340 6164

To: the United States Supreme Court  
Address: 1 First St NE, Washington, DC 20543  
CERTIFIED MAIL NUMBER: 7018 0360 0001 0340 6171

To: the South Carolina Supreme Court  
ATTENTION: Chief Justice Donald W. Beatty  
Address: 1231 Gervais Street, Columbia, South Carolina 29201  
CERTIFIED MAIL NUMBER: 7018 0360 0001 0340 6188

To: the United States Department of Agriculture  
Fiscal Service, Director, Finance Office  
Address: 1400 Independence Avenue, SW, Washington, DC 20250  
CERTIFIED MAIL NUMBER: 7018 0360 0001 0340 6195

To: State of South Carolina Attorney General's Office  
Attorney General Alan Wilson  
Address: P.O. Box 11549, Columbia, South Carolina 29211  
CERTIFIED MAIL NUMBER: 7018 0360 0001 0340 6201

To: South Carolina Housing Trust Fund  
SC Housing Corp  
c/o Tracey C. Easton  
Address: 300-C Outlet Pointe Blvd., Columbia SC 29210  
CERTIFIED MAIL NUMBER: 7018 0360 0001 0340 6218

To: Dorchester County Courthouse  
Common Pleas/Civil/Circuit Court - c/o Judge Diane S. Goodstein  
Address: 5200 E. Jim Bilton Boulevard, Saint George, South Carolina 29477  
Case No.(s): 2016CP1801678, 2016LP1800400  
CERTIFIED MAIL NUMBER: 7018 0360 0001 0340 6225

To: Department of the Treasury  
Bureau of The Fiscal Service  
Address: 3201 Penny Drive, Building E, Landover, MD 20785  
CERTIFIED MAIL NUMBER: 7018 0360 0001 0340 6232

To: Federal Reserve  
Board of Governors of the Federal Reserve System  
Address: 20th Street and Constitution Avenue N.W., Washington, DC 20551  
CERTIFIED MAIL NUMBER: 7018 0360 0001 0340 6249

To: BANK OF AMERICA, N.A.  
c/o BANK OF AMERICA CORPORATION - Brian Moynihan (CEO)  
100 N. Tryon Street, Charlotte, North Carolina 28255  
Account No.: 202985786  
CERTIFIED MAIL NUMBER: 7018 0360 0001 0340 6300

**(CLAIMANTS/OFFEROR:)**

From: Nelson L. Bruce  
Address: 144 Pavilion Street, Summerville, South Carolina [29483]

**January 8, 2019**

To the Holder in Due Course and/or agent and/or representative,

I Nelson L. Bruce and associates have received your offer and accept your offer under the following terms and conditions-

That you provide the following proof of claim, your failure to provide proof of claim, and to accept payment for credit on account shall constitute a breach of this binding self-executing irrevocable contractual agreement coupled with interest and subject the breaching party to fines, penalties, fees, taxes and other assessments. You are hereby notified that this new conditional acceptance/offer replaces all previously presented conditional acceptance/offers by the referenced claimants to the referenced respondents to separate, remove and/or to include relevant parties and to avoid confusion in this matter.

10251. PROOF OF CLAIM, the legal status of these "un/non-constitutional legislative entities" operating/functioning as sources of authority for these so-called "Revised Codes/Statutes"; and specifically the United States Code and/or specifically THE ACT OF MARCH 9TH, 1933 Proclamation

# Exhibits/Evidence - J

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## *Detailed Schedule of Exhibits/Evidence - J1:*

1. True and Correct copy of original conditional acceptance agreement # 2019-0108BRUCWSFCM-S12389981-5577899811<sup>o</sup> and proof of delivery (18 pages); and

## *Detailed Schedule of Exhibits/Evidence - J2:*

2. True and Correct copy of Addendum to conditional acceptance agreement # ADDEN1-2019-0130BRUCWSFCM-S4451<sup>o</sup> and proof of delivery (20 pages); and

## *Detailed Schedule of Exhibits/Evidence - J3:*

3. True and Correct copy of "Notice of Fault" Opportunity to Cure and Notice of Default (29 pages); and

## *Detailed Schedule of Exhibits/Evidence - J4:*

4. Copy of continuous monthly statement by Carrington Mortgage Services, LLC (1 page);

69 pages total including this cover sheet

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note how they say that since the government declared bankruptcy in 1933 their notes have had no value.

Exhibits/Evidence - J1

An official website of the United States Government

An official website of the United States Government

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<https://www.treasury.gov/resource-center/fiscal/Currency/Pages/legal-tender.aspx>

the Federal Reserve issues bookkeeping entry credit, there is no constitutional amendment permitting the Federal Reserve and/or the treasury to create worthless items and declared them to be currency. The Constitution has held that the monies created by Congress must have a value, and this is not a market value but a national currency value. Federal Reserve bookkeeping entry credit is not regulated by Congress, making this process by the Federal Reserve, the issuance of bookkeeping entry credit, unconstitutional. That is, unless and until you can provide facts and conclusions of law and not opinion to the contrary.

10255. PROOF OF CLAIM, that the original lender did not lend "bookkeeping entry credit" in the form of a loan, and failed to provide such notification and clear, unambiguous, conspicuous language/terminology that any reasonable man or woman would understand? "intentionally created fraud in the factum" and withheld from plaintiff... "vital information concerning said debt and all of the matrix involved in making the loan". Deutsche Bank v. Peabody, 866 N.Y.S.2d 91 (2008). EquiFirst, when making the loan, violated Regulation E of the Federal Truth in Lending Act- 15 USC §1601 and the Fair Debt Collections Practices Act 15 USC §1692
10256. PROOF OF CLAIM- That the banking Holiday proclaimed by Pres. Roosevelt under proclamation 2039 prohibiting any during the course of such emergency to include but not be limited to deposits, credits, receipts, withdrawals within and between banking institutions has been suspended, declared over, abolished, repealed?
10257. PROOF OF CLAIM- That the government loan represented by this account is not backed by the full faith and credit of the United States government?
10258. PROOF OF CLAIM- That the government loan represented by this account is not secured by mortgage insurance, and that the holder in due course is the beneficiary of that mortgage insurance? That the mortgage insurance is in place should the borrower default?
10259. PROOF OF CLAIM- That the Loan associated with the debt is classified as a personal loan and not a home loan? And that if it were to be classified as a home loan the original lender would be responsible for capital gains taxes? That the Home is purchased not from a bank but a Private home Owner?
10260. PROOF OF CLAIM- That the property securing the loan (an unsecured loan), has been fully paid as a result of the treasury program and/or other government program respecting or associated with such loans (PROGRAMS LIKE THE SINGLE-FAMILY HOME LOAN GUARANTEE PROGRAM)?
10261. PROOF OF CLAIM- That issuing the loan in the form of "BOOKKEEPING ENTRY CREDIT" was deceptive, intentional, and a deliberate attempt to conceal pertinent information regarding the origination of the loan and the matrix associated thereto?
10262. PROOF OF CLAIM- That tax credits and/or a charge off whereby the government has issued credits respecting the associated loan/debt has not been applied to the borrower's side of the ledger indicating the adjustment in balance?
10263. PROOF OF CLAIM- That the Uniform Nonjudicial Foreclosure Act, The Uniform Home Foreclosure Procedure Act, the Administrative Procedures Act, do not recognize arbitration as an alternative dispute resolution remedy?

2038, 2039, 2040 AND Titles 4, 7, 11, 12, 15, 16, 18, 28, 31 and 42 USC; C.F.R., THE FEDERAL REGISTRY, thereof, is not that of a corporation/quasi corporation; which, is also created by statute. [See: 73 C.J.S., Public Administrative Law and Procedures, § 10, p. 372, citing: Parker v. Unemployment Compensation Commission, 214 S.W. 2d 529, 358 Mo. 365, which States: "The powers granted to an administrative body may be such as to establish it as a legal entity, and, although not expressly declared to be a corporation, it may be considered a public quasi corporation."; Texas & Pacific Railway v. InterState Commerce Commission, 162 U.S. 197 (1895), which States: "The InterState Commerce Commission is a body corporate, with legal capacity to be a party plaintiff or defendant in the Federal courts."; 2 Am.Jur.2d, Administrative Law, § 32, p.56, which States: "Some administrative agencies are corporate bodies with legal capacity to sue and be sued."].

# I. SHOW OF CAUSE PROOF OF CLAIM DEMAND

**10252. PROOF OF CLAIM**, that the Legislative Reference Bureau, created by Act of April 27, 1909, P.L. 208, and, reorganized by Act of May 7, 1923, P.L. 158, as a legislative "agency" with the primary function to draft and pass upon legislative bills and resolutions for introduction in the General Assembly, and to prepare for "adoption" by the General Assembly, "Codes" by topics, of the existing general statutes for which it was handed over statutory authority in 1974 to publish an "official publication" of the United States Code, is not operating/functioning as a "un/non-constitutional legislative entity"; and, is not operating or functioning as a foreign corporate entity representing the source of authority for the existence of statute(s)/law(s) known as the United States Code, in the capacity of an "administrative law agency" administering the corporate affairs and public of that which created it by statute.

**10253. PROOF OF CLAIM**, these alleged statute(s)/law(s) of this "un/non-constitutional legislative entity"; i.e., the Legislative Reference Bureau, operating/functioning as a foreign corporate "administrative law agency" are not by nature akin private "by-laws" of a "corporation" for the administration of its internal Government and public; and, are binding and of force or effect over and upon the private, non-enfranchised, and non-assumpsit's thereto; and therewith, living, breathing, flesh-and-blood man, i.e. a natural person/man; and, as such, are not ultimately governed by, through, and within the realm of commercial law as adopted and codified within The United States Code thereby; and therein, representing commercial law for operating/functioning in commerce.

**10254. PROOF OF CLAIM**, whereas the Constitution for the United States of America at Article I, Section 8 and 10 clearly prohibits the Congress from printing and issuing Federal Reserve Notes as it is a constitutional entity, or purportedly so, and its actions are limited thereby; and therein, a corporation or trust is not; e.g., the Federal Reserve System, created by Congressional Act in 1913, and as a "un/non-constitutional Congressional entity" without the Constitution, and therefore not bound NOR encumbered by said document/instrument, may proceed to print and issue money (currency) which would be an unconstitutional form of money for Congress; restrained as it is, by the instrument/document of its creation, these "un/non-constitutional legislative entities"; e.g., the Legislative Reference Bureau, and the alleged statute(s)/law(s) they create/generate is not a "un/non-constitutional" issue having no nexus with the Constitution; and, the binding force or effect of said statute(s)/law(s) is not established/created solely from; or by, contract between the parties; which, once silent judicial notice of said contract is taken by the Holder in due Course any affidavits in support thereof; and specifically within the above referenced alleged Loan/Debt/Security Instrument, unless said presumption of a contract is rebutted?

- a. Please note that although it is the United States Treasury Department who prints the so-called Federal Reserve notes, these notes have no value and are not backed by anything-

"Federal Reserve notes are not redeemable, and receive no backing by anything this has been the case since 1933. The notes have no value for themselves," this is taken from the official website of the United States financial expert, the United States Department of the Treasury whose job it is to print the money to be utilized by the public, and

Proclamation 2039—Declaring Bank Holiday March 9, 1933; Public Papers and Addresses of Franklin D. Roosevelt declared Law By the General Assembly US Congress March 9, 1933 and the Act associated by the same name.

Exhibits/Evidence - J1

10271. PROOF OF CLAIM- That the loan and the Associated Debt is an Obligations of the UNITED STATES as defined in statute-

**September 14, 1976." The Senate Special Committee had found that President Roosevelt's 1933 proclamation of a national**

**emergency were still extant. See: SENATE SPECIAL COMMITTEE ON NATIONAL EMERGENCIES AND DELEGATED EMERGENCY POWERS, FINAL REPORT: NATIONAL EMERGENCIES AND DELEGATED EMERGENCY POWERS, S. Rept. No. 94-922, 94<sup>th</sup> Cong., 2d Sess. (1976). P.L. 94-412 (Sept. 14, 1976); 90 Stat. 1255; 50 U.S.C. 1601 et seq.**

10272. PROOF OF CLAIM- That "The ownership of all property is NOT in the state; AND THAT individual so-called 'ownership' is only by virtue of the government, i.e., law, amounting to mere use; and THAT use must be in accordance with law and subordinate to the necessities of the state." Senate Document No. 43, 73rd Congress, 1st Session;

10273. PROOF OF CLAIM- That "Under the new law the money is issued to the banks in return for government obligations... The money will be worth 100 cents on the dollar, because it is backed by the credit of the nation. THAT IT represents a mortgage on all the homes, and ... all the people of the nation." Congressional Record, March 9, 1933 on HR 1491 p. 83.

10274. PROOF OF CLAIM- That it has been "Resolved by the Senate and the House of Representatives of the United States of America in Congress assembled: That (a) every provision contained in or made with respect to any obligation which purports to give the obligee the right to require payment in gold or a particular kind of coin or currency, or in an amount in money of the United States measured thereby, is declared to be against public policy, and no such provision shall be contained in or made with respect to an obligation hereafter incurred. Every obligation heretofore or hereafter incurred, whether or not any such provision is contained therein or made with respect thereto, shall be discharged upon payment, dollar for dollar, in any such coin or currency, which at the time of payment is legal tender for public or private debts . . ." The GOLD Abrogation Act of June 5<sup>th</sup>, 1933

10275. PROOF OF CLAIM- That "Since March 9, 1933, the United States has been in a state of declared national emergency." "These proclamations give force to 470 provisions of federal law. These hundreds of statutes delegate to the President extraordinary powers exercised by Congress, which affect the lives of American citizens in a host of all-encompassing manners. This vast range of powers taken together, confer enough authority to rule this country without reference to normal constitutional process." Senate Report 93-549, July 24, 1973

10276. PROOF OF CLAIM- That the following is the current and is the current understanding:

[Mr. McPhadin] "... The first section of the bill, as I grasped it, is practically the war powers that were given back in 1917. I would like to ask the chairman of the committee if this is a plan to change the holding of the security back of the Federal Reserve notes to the Treasury of the United States rather than the Federal Reserve agent."

[Mr. Stiggle] "This provision is for the issuance of Federal Reserve bank notes; and not for Federal Reserve notes; and the security back of it is the obligations, notes, drafts, bills of exchange, bank acceptances, outlined in the section to which the gentleman has referred."

[McPhadin] "Then the new circulation is to be Federal Reserve bank notes and not Federal Reserve notes. Is that true?"

[Stiggle] "Insofar as the provisions of this section are concerned, yes."

[Mr. Britain] "From my observations of the bill as it was read to the House, it would appear that the amount of bank notes that might be issued by the Federal Reserve System is not limited. That will depend entirely upon the amount of collateral that is presented from time to time from exchange for bank notes. Is that not correct?"

[McPhadin] "Yes, I think that is correct. ???"

the Congressional Record during the debate over the Emergency Banking Act of 1933.

10264. PROOF OF CLAIM- That the associated loan has not been satisfied as outlined in the Uniform Satisfaction of Mortgage Act?

Exhibits/Evidence - J1

10265. PROOF OF CLAIM- That the borrower is entitled to a full and complete accounting, as you and/or your associated organizations are the keepers of record, the custodians of record, and or to supply a full and complete accounting of the record upon demand? Please note that demand is hereby made for a complete comprehensive accounting of this account, and the same deadline for furnishing a response to this presentment is the exact same deadline for furnishing the accounting as/is demanded!

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10266. PROOF OF CLAIM- That your organization nor the original lender ever intended on limiting lawful money as required in law, regulated by Congress and prescribed by the Constitution of the United States of America?

10267. PROOF OF CLAIM- That there is no lawful statute and/or Constitution delegation of authority authorizing your institution in creating "BOOKKEEPING ENTRY CREDIT", as a form of acceptable currency within the United States?

10268. PROOF OF CLAIM- That all property in the United States is owned by the state by virtue of government?

10269. PROOF OF CLAIM- That the following statement and/or record of Congress remains extant?

*"Mr. Speaker, we are here now in chapter 11. Members of Congress are official trustees presiding over the greatest reorganization of any Bankrupt entity in world history, the U.S. Government. We are setting forth hopefully, a blueprint for our future. There are some who say it is a coroner's report that will lead to our demise." [Rep. James Traficant, Jr. (Ohio) addressing the House, Congressional Record, March 17, 1993, Vol. 33, page H-1303]*

10270. PROOF OF CLAIM- That as a banking institution the Borrower may utilize Bookkeeping Entry Credit as a form of acceptable currency as it was the initiating currency of issuance-

Now, Therefore I, Franklin D. Roosevelt, President of the United States of America, in view of such national emergency and by virtue of the authority vested in me by said Act ... do hereby proclaim, order, direct and declare that ... there shall be maintained and observed by all banking institutions and all branches thereof located in the United States of America, including the territories and insular possessions, a bank holiday, and that during said period all banking transactions shall be suspended. During such holiday ... no such banking institution or branch shall ... permit the withdrawal or transfer in any manner or by any device whatsoever, of any ... currency ... nor shall any such banking institution or branch pay out deposits, make loans or discounts ... transfer credits ... or transact any other banking business whatsoever.

During such holiday, the Secretary of the Treasury, with the approval of the President and under such regulations as he may prescribe, is authorized and empowered (a) to permit any or all of such banking institutions to perform any or all of the usual banking functions, (b) to direct, require or permit the issuance of clearing house certificates or other evidences of claims against assets of banking institutions, and (c) to authorize and direct the creation in such banking institutions of special trust accounts for the receipt of new deposits which shall be subject to withdrawal on demand without any restriction or limitation and shall be kept separately in cash or on deposit in Federal Reserve Banks or invested in obligations of the United States.

As used in this order the term "banking institutions" shall include all Federal Reserve Banks, national banking associations, banks, trust companies, savings banks, building and loan associations, credit unions, or other corporations, partnerships, associations or persons, engaged in the business of receiving deposits, making loans, discounting business paper, or transacting any other form of banking business

to circumvent the process shall invoke and cause to be placed in full affect the treble damage provision of this agreement plus, penalties, fines, assessment, fees.

Exhibits/Evidence - J1

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**10284. PROOF OF CLAIM**, that you agree that if you should in any way attempt to evade, and or provide a general response, and or refuse to respond, and or refuse to provide the evidence and information and/or documents and/or records demanded, that you are guilty of fraud, deception, racketeering, and you will not object to your full prosecution as an organization with the co-conspirators mainly your Board of Directors if you are a corporation, with a minimum jail time of five years day for day and a maximum not to exceed that of 65% of a proscribed law. And that such failure and/or refusal on your part shall constitute your binding and willful consent to the relinquishing of the total value of the claim of this agreement, payable on demand with your waiver to a defense, and or a trial, and or hearing, and or notice, and or presentment, and or right to review and or right to appeal and or right to object!

## II. CAVEAT

**10285.** Please understand that while the Undersigned wants, wishes and desires to resolve this matter as promptly as possible, the Undersigned can only do so upon Respondent(s) 'official response' to this Conditional Acceptance for Value and counter offer/claim for Proof of Claim by Respondent(s) providing the Undersigned with the requested and necessary Proof of Claims raised herein above.

**10286.** Therefore, as the Undersigned is not a signatory; NOR a party, to your "social compact" (contract) known as the Constitution (Charter) of the UNITED STATES; NOR noticed NOR cognizant, of any agreement/contract between the UNITED STATES, and the Undersigned and specifically any obtained through FULL DISCLOSURE and containing any FAIR/VALUABLE CONSIDERATION therein, which would act/operate to create and establish a "relationship" (nexus) and thereby; and therein, bind the Undersigned to the specific "source of authority" for the creation and existence of the alleged statute(s)/law(s) as contained and allegedly promulgated within the "Code" known as the United States Code; which, with the privity of contract or contract itself would thereby; and therein, create and establish legal force and or effect of said statute(s)/law(s) over and upon the Undersigned; and, would also act/operate to subject the Undersigned to the "statutory jurisdiction" of the UNITED STATES, its laws, venue, jurisdiction, and the like of its commercial courts/administrative tribunals/units and thereby; and therein, bind the Undersigned to said courts/administrative tribunal's/unit's decisions, orders, judgments, and the like; and specifically as within the above referenced alleged Commercial/Civil/Cause; and, which would act/operate to establish and confer upon said court/administrative tribunal/unit the necessary requirement/essential of "subject-matter jurisdiction" without which it is powerless to move in any action other than to dismiss. And as a result thereof the parties agree that any statute and/or code introduced by the United States Congress and or state legislature under its non-governmental capacity i.e. It's "corporate business commercial transacting capacity", are not binding on any of the parties, and cannot be introduced and or used as any justification for any proceeding, and/or procedure, and or remedy respecting this matter. That the arbitration process is binding on all parties and is the sole and exclusive remedy for redressing any issue associated with this agreement. That this agreement supersedes and predates as well as replaces any and all prior agreements between the parties, and is binding on all parties and irrevocable, and the parties agreed to the terms and conditions of this agreement upon default of the defaulting party as of the date of the default, that the value of this agreement is **\$740,040.33 (SEVEN HUNDRED FORTY THOUSAND FORTY DOLLARS AND THIRTY-THREE CENTS)**, the amount demanded is **(\$740,040.33)**. The Undersigned once more respectfully requests the Respondent(s) provide said necessary Proof of Claims so as to resolve the Undersigned's confusion and concerns within this/these matter(s). Otherwise, the Undersigned must ask, "What is the Undersigned's remedy?"

**10287. THEREFORE**, as Respondent(s) have superior knowledge of the law, and as custodian of record has access to the requested and necessary Proof of Claims, and otherwise being in a 'catbird's seat' to provide the requested and necessary Proof of Claims raised herein above, Respondent(s) is able, capable, and most qualified to inform the Undersigned on those matters relating to and bearing upon the above referenced alleged **CIVIL/COMMERCIAL/Cause** and thereby; that there is a duty on the part of the parties to communicate and/or respond to the aforementioned proof of claim and/or demand associated with this self-executing binding irrevocable contractual agreement coupled with interests and therein, has an obligation to clear-up all confusion and concerns in said matter(s) for the Undersigned as to the nature and cause of said process(s), proceeding(s), and the like as well as the

**10277. PROOF OF CLAIM-** That the amendment of § 5(b) provided that the Act can only be invoked "(d)uring the time of war." The elimination of the exclusion made clear that any and all emergency powers that might have previously been available pursuant to a national emergency declared under § 5(b) Congress did not formally terminate the one declared by President Roosevelt (apparently believing that only the President could do so). And so, 50 U.S.C. App. 5(b); 12 U.S.C. 95a. In amending TWEA, Congress did provide for the continuation of the emergency and of any economic sanctions that were the result of a Presidential declaration of national emergency that were in effect on July 1, 1977, subject to automatic termination unless they were renewed annually. This provision allowed the continuation of the National Bankruptcy and the National Banking Holiday, as well as the sanctions on regimes like Cuba, North Korea, China, and North Vietnam to continue without the National having to declare a new national emergency under IEEPA. See 50 U.S.C.A. App. 5, note.

**10278. PROOF OF CLAIM-** That as first adopted in 1976, the National Emergencies Act excluded from its purview Section 5(b) of the Trading with the Enemy Act. As noted above, the law under which President Roosevelt issued the declaration of national emergency with respect to the National bankruptcy was never cancelled. With the Cold War sections under that act had also been used by the executive branch as the legal basis for imposing economic sanctions on the communist nations of North Korea, Cuba, China, and North Vietnam; and the National Emergencies Act had been terminated, there would have been no other legal basis for continuing the sanctions against those countries, except to enact a set of new specific laws, Congress chose not to consider. As a consequence, the State Department asked that Section 5(b) be excluded from the National Emergencies Act until other legislation providing a basis for the continuation of economic sanctions against those countries could be enacted. Is this not the case?

**10279. PROOF OF CLAIM-** That *"Whenever in the judgment of the Secretary of the Treasury such action is necessary to protect the currency system of the United States, the Secretary of the Treasury, in his discretion, may regulate any or all individuals... Whoever shall not comply with the provisions of this act shall be fined not more than \$10,000 or if a natural person, may in addition to such fine may be imprisoned for a year, not exceeding ten years."* [Stat 48, Section 1, Title 1, Subsection N, March 9, 1933]; that it is under discretion and the direct supervision of the United States treasury that the banking institutions are utilizing "bookkeeping entry credit", and because the law defines a "banking institution" as one who engages in the business of banking i.e. banking business, during this current national banking emergency defined in law as bankruptcy, such "bookkeeping entry credit utilization" is construed as currency of the United States, and may be utilized for the payment and/or repayment of a loan instituted and or issued in the same species, is this not so?

**10280. PROOF OF CLAIM,** that you notify the undersigned and/or the undersigned's representative of your attempt to deceive them, and that they knowingly and intentionally agreed to such deception, for instance, if this matter involve the lending of credit, and/or a mortgage loan, proof that you provided the borrower with evidence as to the origination of the loan, and the species of currency utilized in the origination of the loan?

**10281. PROOF OF CLAIM,** that you have provided and/or will provide to the undersigned a copy of the original contract in its current state, without alterations and or amendments, for we know that any alteration and/or amendment on a contract has to be done in the presence of the other party with the approval of the other party, and that if you have provided a copy prior to the issuance of this document please provide proof and the date upon which such was done, and if you have not provided a copy please provide a copy with your response, and failure to do so would be constituted as a refusal on your part and a breach of this agreement invoking the tacit acquiescence and your forfeiture and waiver of all rights and full consent to every provision of the agreement and the penalties and assessment and fees associated therewith.

**10282. PROOF OF CLAIM,** that you provide a list of all of your subsidiaries, EIN numbers and the like, plus a copy of your COMPREHENSIVE ANNUAL FINANCIAL REPORT for the past 10 years inclusive of notes, ledgers, references, with term definitions within the next 14 calendar days, as the custodian of record for this account, you are to highlight the Association of this account within those records, failure to do so will invoke the default principles of this agreement and your full and complete consent with all of the terms and conditions as well as penalties associated thereto, hereto, therewith.

**10283. PROOF OF CLAIM,** that you will not attempt to circumvent the process after default, or after your consent and approval and agreement to this presentment, and that you agree that any attempt

and validity of said facts set, established, and agreed upon between the parties to this Conditional Acceptance for Value and counter offer/claim for Proof of Claim, but Respondent(s); having agreed and consented to Respondent(s) having a duty and obligation to provide the requested and necessary Proof of Claims raised herein above, will create and establish for Respondent(s) an estoppel in this matter(s), and ALL matters relating hereto; and arising necessarily therefrom; and,

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10291. In accordance with and pursuant to this agreement; a contractually (consensual) binding agreement between the parties to this Conditional Acceptance for Value and counter offer/claim for Proof of Claim to include the corporate Government Agency/Department construct(s) whom Respondent(s) represents/serves; as well as, ALL officers, agents, employees, assigns, and the like in service to Respondent(s) will not argue, controvert, oppose, or otherwise protest ANY of the facts already agreed upon by the parties set and established herein; and necessarily and of consequence arising therefrom, in ANY future remedial proceeding(s)/action(s), including binding arbitration and confirmation of the award in the District Court of the United States at any competent court under original jurisdiction, in accordance with the general principles of non-statutory Arbitration, wherein this Conditional Acceptance for the Value/Agreement/Contract no. 2019-0108BRUCWSFCM-512389981-5577899811<sup>o</sup> constitutes an agreement of all interested parties in the event of a default and acceptance through silence/failure to respond when a request for summary disposition of any claims or particular issue may be requested and decided by the arbitrator, whereas a designated arbitrator shall be chosen at random, who is duly authorized, and in the event of any physical or mental incapacity to act as arbitrator, the Undersigned shall retain the authority to select any neutral(s)/arbitrator(s) that qualify pursuant to the common law right to arbitration, as the arbitration process is a private remedy decided upon between the parties, and with respects this agreement, the defaulting party waives any and all rights, services, notices, and consents to the undersigned and or the undersigned's representative selection of the arbitrator thereby constituting agreement, and any controversy or claim arising out of or relating in any way to this Agreement or with regard to its formation, interpretation or breach, and any issues of substantive or procedural arbitrability shall be settled by arbitration, and the arbitrator may hear and decide the controversy upon evidence produced although a party who was duly notified of the arbitration proceeding did not appear; that the Undersigned deems necessary to enforce the "good faith" of ALL parties hereto within without respect to venue, jurisdiction, law, and forum the Undersigned deems appropriate.

10292. Further, Respondent(s) agrees the Undersigned can secure damages via financial lien on assets, properties held by them or on their behalf for ALL injuries sustained and inflicted upon the Undersigned for the moral wrongs committed against the Undersigned as set, established, agreed and consented to herein by the parties hereto, to include but not limited to: constitutional impermissible misapplication of statute(s)/law(s) in the above referenced alleged Commercial/Civil/Cause; fraud, conspiracy (two or more involved); trespass of title, property, and the like; and, ALL other known and unknown trespasses and moral wrongs committed through ultra vires act(s) of ALL involved herein; whether by commission or omission. Final amount of damages to be calculated prior to submission of Tort Claim and/or the filing of lien and the perfection of a security interest via a Uniform Commercial Code financing 1 Statement; estimated in excess of TEN (10) Million dollars (USD- or other lawful money or currency generally accepted with or by the financial markets in America), and notice to Respondent(s) by invoice. Per Respondent(s) failure and or refusal to provide the requested and necessary Proof of Claims and thereby; and therein consenting and agreeing to ALL the facts set, established, and agreed upon between the parties hereto, shall constitute a self-executing binding Irrevocable durable general power of attorney coupled with interests; this Conditional Acceptance for Value and counter offer/claim for Proof of Claim becomes the security agreement under commercial law whereby only the non-defaulting party becomes the secured party, the holder in due course, the creditor in and at commerce. It is deemed and shall always and forever be held that the undersigned and any and all property, interest, assets, estates, trusts commercial or otherwise shall be deemed consumer and household goods not-for-profit and or gain, private property, and exempt, not for commercial use, nontaxable as defined by the Uniform Commercial Code article 9 section 102 and article 9 section 109 and shall not in any point and/or manner, past, present and/or future be construed otherwise- see the Uniform Commercial Code article 3, 8, and 9.

10293. Should Respondent(s) allow the ten (10) Calendar days or twenty (20) Calendar days total if request was made by signed written application for the additional ten (10) Calendar days to elapse without providing the requested and necessary Proof of Claims, Respondent(s) will go into fault and the Undersigned will cause to be transmitted a Notice of Fault and Opportunity to Cure and Contest Acceptance to the Respondent(s); wherein, Respondent(s) will be given an additional three (3) days

lawfulness and validity of such to include; inter alia, all decisions, orders, and the like within; and arising from, all such within said Commercial/Civil/Cause.

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10288. The Undersigned herein; and hereby, provides the Respondent(s) ten (10) Calendar days; to commence the day after receipt of this Conditional Acceptance for Value and counter offer/claim for Proof of Claim, in which to gather and provide the Undersigned with the requested and necessary Proof of Claims raised herein above, with the instruction, to transmit said Proof of Claims to the Undersigned and the below named Notary/Third Party and or their representative as stipulated and attached hereto if applicable, for the sole purpose of certifying RESPONSE or want thereof from Respondent(s). Further, the Undersigned herein; and hereby, extends to the Respondent(s) the offer for an additional ten (10) Calendar days in which to provide the requested and necessary Proof of Claims raised herein above. If Respondent(s) desires the additional ten (10) Calendar days, Respondent must cause to be transmitted to the Undersigned and the below named Notary/Third Party etc. a; a signed written REQUEST. Upon receipt thereof, the extension is automatic; however, the Undersigned strongly recommends the Respondent(s) make request for the additional ten (10) Calendar days well before the Initial ten (10) Calendar days have elapse to allow for mailing time. NOTICE: Should Respondent(s) make request for the additional ten (10) Calendar days, said request will be deemed "good faith" on the part of Respondent(s) to perform to this offer and provide the requested and necessary Proof of Claims. Should Respondent(s) upon making request for the additional ten (10) Calendar days, of which there will be, cannot be, and shall not be any extension as the aforementioned requested information is required to be readily available for inspection and review upon demand, then fail or otherwise refuse to provide the requested and necessary Proof of Claims, and/or fails to provide the specific information in full detail as specified according to the terms of this agreement, and or shall cause to have presented a nonresponse, and or a general response, and or a nonspecific response, which shall only constitute as an attempt to evade, to avoid, to delay, said act(s) on the part of Respondent(s) shall be deemed and evidenced as an attempted constructive fraud, deception, bad faith, and the like upon Respondent's (s') part and further attempts to cause an inflict injury upon the Undersigned. Further, the Undersigned herein strongly recommends to Respondent(s) that any Proof of Claims and request for the additional ten (10) Calendar days be transmitted "Certified" Mail, Return Receipt Requested, and the contents therein under Proof of Mailing for the good of all concerned.

10289. Should the Respondent(s) fail or otherwise refuse to provide the requested and necessary Proof of Claims raised herein above within the expressed period of time established and set herein above, Respondent(s) will have failed to State any claim upon which relief can be granted. Further, Respondent(s) will have agreed and consented through "tacit acquiescence" to ALL the facts in relation to the above referenced alleged Commercial/Civil/Cause, as raised herein above as Proof of Claims herein; and ALL facts necessarily and of consequence arising there from, are true as they operate in favor of the Undersigned, and that said facts shall stand as prima facie and ultimate (un-refutable) between the parties to this Conditional Acceptance for Value and counter offer/claim for Proof of Claim, the corporate Government juridical construct(s) Respondent(s) represents/serves, and ALL officers, agents, employees, assigns, and the like in service to Respondent(s), as being undisputed. Further, failure and/or refusal by Respondent(s) to provide the requested and necessary Proof of Claims raised herein above shall act/operate as ratification by Respondent(s) that ALL facts as set, established, and agreed upon between the parties to this Conditional Acceptance for Value and counter offer/claim for Proof of Claim, are true, correct, complete, and NOT misleading.

### III. ARBITRATION- AN ADMINISTRATIVE REMEDY COGNIZABLE AT COMMON-LAW

10290. ADDITIONALLY it is exigent and of consequence for the Undersigned to inform Respondent(s), in accordance with and pursuant to the principles and doctrines of "clean hands" and "good faith," that by Respondent(s) failure and or refusal to respond and provide the requested and necessary Proof of Claims raised herein above and thereby; and it shall be held and noted and agreed to by all parties, that a general response, a nonspecific response, or a failure to respond with specificities and facts and conclusions of common law, and or to provide the requested information and documentation that is necessary and in support of the agreement shall constitute a failure and a deliberate and intentional refusal to respond and as a result thereby and or therein, expressing the defaulting party's consent and agreement to said facts and as a result of the self-executing agreement, the following is contingent upon their failure to respond in good faith, with specificity, with facts and conclusions of common-law to each and every averment, condition, and/or claim raised; as they operate in favor of the Undersigned, through "tacit acquiescence," Respondent(s) NOT ONLY expressly affirm the truth

10296. NOTICE: That the arbitrators "must not necessarily judge according to the strict law but as a general rule ought chiefly to consider the principles of practical business" *Norsim Atlas Insurance Co v London General Insurance Co (1927) 28 Lloyd's List Rep 104*

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- "Internationally accepted principles of law governing contractual relations" *[Deutsche Schachtbau v R/As of Khaimet National Oil Co (1990) 1 AC 295]*
- If the contract (valid or otherwise) contains an arbitration clause, then the proper forum to determine whether the contract is void or not, is the arbitration tribunal. *[For example, see Heyman v Darwins Ltd. (1942) AC 356]*
- That any determination by the arbitrator is binding upon all parties, and that all parties agree to abide by the decision of the arbitrator, that the arbitrator is to render a decision based upon the facts and conclusions as presented within the terms and conditions of the contract. Any default by any party must be supported by proof and evidence of said default, that default shall serve as tacit acquiescence on behalf of the party who defaulted as having agreed to the terms and conditions associated with the self-executing binding irrevocable contract coupled with interests. That the arbitrator is prohibited from considering and/or relying on statutory law, as it has been held that any time any party relies on or enforces a statute, they possess no judicial power
- "A judge ceases to set as a judicial officer because the governing principals of administrative law provides that courts are prohibited from substituting their evidence, testimony, record, arguments and rationale for that of the agency. Additionally, courts are prohibited from their substituting their judgments for that of the agency." *ASU v US, 568 F2d 284.*
- "...Judges who become involved in enforcement of mere statutes (civil or criminal in nature and otherwise), act as mere 'clerks' of the involved agency..." *K.C. Davis, ADMIN. LAW, Ch. 1 (CTP, West's 1965 Ed.)*
- "...their supposed 'court' becoming thus a court of limited jurisdiction" as a mere extension of the involved agency for mere superior reviewing purposes." *K.C. Davis, ADMIN. LAW, P. 95, (CTP, 6 Ed. West's 1977) FRC v G.E. 281 US 464; Keller v PE, 261 US 428.*
- "When acting to enforce a statute, the judge of the municipal court is acting an administrative officer and not as a judicial capacity; courts in administering or enforcing statutes do not act judicially, but, merely administratively." *Thompson v Smith, 155 Va. 376, 154 SE 583, 71 ALR 604.*
- "It is basic in our law that an administrative agency may act only within the area of jurisdiction marked out for it by law. If an individual does not come within the coverage of the particular agency's enabling legislation the agency is without power to take any action which affects him." *Endicott v Perkins, 317 US 501.*
- "It is not every act, legislative in form, that is law. Law is something more than mere will exerted as an act of power...Arbitrary power, enforcing its edicts to the injury of the person and property of its subjects is not law." *Hurtado v. California (1884) 110 US 515 (1884).*
- Some of the aforementioned cases are not published, however, these are still fundamental principles of law, and one of the fundamental principles of arbitration is that the arbitrator sits as judge over the facts, and as such to preserve the sanctity of the process an arbitrator receives the same immunity as a judge and is exempt from prosecution and or review, unless it can be proved that the arbitrator intentionally ignored the evidence and acted in conspiracy to defraud the parties.

10297. As the Undersigned has no desire NOR wish to tie the hands of Respondent(s) in performing Respondent's(s') agreed upon duty/obligation as set, established, and agreed upon within this Conditional Acceptance for Value and counter offer/claim for Proof of Claim and thereby create/cause a "breach" of said contractually binding agreement on the part of the Respondent(s), Respondent(s) is hereby; and herein, NOTICED that if this waiver of said Copyright is not liberal, NOR extensive enough, to allow for the Respondent(s) to specifically perform all duties/obligations as set, established, and agreed upon within the Conditional Acceptance for Value and counter offer/claim for Proof of Claim: Respondent(s) may; in "good faith" and NOT in fraud of the Undersigned, take all needed and required liberties with said Copyright and this waiver in order to fulfill and accomplish Respondent's(s') duties/obligations set, established, and agreed upon between the parties to this agreement.

10298. If Respondent(s) has any questions and or concerns regarding said Copyright and or the waiver, Respondent(s) is invited to address such questions and or concerns to the Undersigned in writing, and causing said communiqués to be transmitted to the Undersigned and below named Notary/Third Party. The respondents have acted as if the contract quasi-or otherwise does not place a binding obligation upon their persons, upon their organizations, upon their institutions, upon their job qualifications, and breaching that obligation breaches the contract, for which they cannot address due to the direct conflict of interest. It is as a result of that conflict of interest that binding arbitration shall be instituted

10299. Your failure to respond, and this would include each of the respondents by their representative, and if represented by the Atty. Gen., such representation must be responsive for each State and/or State organization/department/agency, separately and severally to each of the points of averment, failure to respond to a single point of averment will constitute acquiescence, forfeiture, and a waiver of all rights with respects all of the points raised in this presentment.

V. NOTICE TO AGENT IS NOTICE TO PRINCIPLE AND VICE VERSA

(72 hours) to cure Respondent's (s') fault. Should Respondent(s) fail or otherwise refuse to cure Respondent's (s') fault, Respondent will be found in default and thereby; and therein, Respondent will have established Respondent's (s') consent and agreement to the facts contained within this Conditional Acceptance for Value and counter offer/claim for Proof of Claim as said facts operate in favor of the Undersigned; e.g., that the judgment of alleged "court of record" within the above referenced alleged **Commercial/Civil/Cause** is VOID AB INITIO for want of subject-matter jurisdiction of said venue; insufficient document (information) and affidavits in support thereof for want of establishing a claim of debt; want of Relationship with the "source of authority" for said statute(s)/law(s) for want of privity of contract, or contract itself; improperly identified parties to said judgment, as well as said dispute/matter; and, Respondent(s) agrees and consents that Respondent(s) does have a duty and obligation to Undersigned; as well as the corporate Government Department/agency construct(s) Respondent(s) represents/serves, to correct the record in the above referenced alleged **Commercial/Civil/Cause** and thereby; and therein, release the indenture (however termed/styled) upon the Undersigned and cause the Undersigned to be restored to liberty, and releasing the Undersigned's property rights, as well as ALL property held under a storage contract in the "name" of the all-capital-letter "named" defendant within the above referenced alleged **Commercial/Civil/Cause** within the alleged commercially "bonded" warehousing agency d.b.a. for the commercial corporate Government construct d.b.a. the United States. That this presentment is to be construed contextually and not otherwise, and that if any portion and/or provision contained within this presentment, this self-executing binding Irrevocable contractual agreement coupled with interests, is deemed non-binding it shall in no way affect any other portion of this presentment. That the arbitrator is permitted and allowed to adjust the arbitration award to no less than two times the original value of the properties associated with this agreement, plus the addition of fines, penalties, and other assessments that are deemed reasonable to the arbitrator upon presentment of such claim, supported by prima facie evidence of the claim.

10294. The defaulting party will be estopped from maintaining or enforcing the original offer/presentment; i.e., the above referenced alleged **Commercial/Civil/Cause** as well as ALL commercial paper (negotiable instruments) therein, within any court or administrative tribunal/unit within any venue, jurisdiction, and forum the Undersigned may deem appropriate to proceed within in the event of ANY and ALL breach(s) of this agreement by Respondent(s) to compel specific performance and or damages arising from injuries there from. The defaulting party will be foreclosed by laches and or estoppel from maintaining or enforcing the original offer/presentment in any mode or manner whatsoever, at any time, within any proceeding/action. Furthermore, the respondents are foreclosed against the enforcement, retaliation, assault, infringement, imprisonment, trespass upon the rights, properties, estate, person whether legal, natural or otherwise of the presenter/petitioner and/or his interest and/or his estate retroactively, at present, post-actively, forever under any circumstances, guise, and or presumption.

#### IV. NOTICE OF COMMON-LAW ARBITRATION:

10295. Please be advised that in-as-much as the Undersigned has "secured" the "interest" in the "name" of the all-capital-letter "named" defendant as employed/used upon the face; and within, ALL documents/instruments/records within the above referenced alleged **Commercial/Civil/Cause**, to include any and all derivatives and variations in the spelling of said "name" except the "true name" of the Undersigned as appearing within the Undersigned's signature block herein below, through a Common-Law Copyright, filed for record within the Office of the Secretary of State, Columbia State of South Carolina and or Sacramento State of California and or Las Vegas State of Nevada, and, having "perfected said interest" in same through incorporation within a Financing (and all amendments and transcending filings thereto), by reference therein, the Undersigned hereby; and herein, waives the Undersigned's rights as set, established, and the like therein, and as "perfected" within said Financing Statement acting/operating to "register" said Copyright, to allow for the Respondent(s) to enter the record of the alleged "court of record" within the above referenced alleged **Commercial/Civil/Cause** for the SOLE purpose to correct said record and comply with Respondent's (s') agreed upon duty/obligation to write the "order" and cause same to be transmitted to restore and release the Undersigned, the Undersigned's corpus, and ALL property currently under a "storage contract" under the Undersigned's Common-Law Copyrighted trade-name; i.e., the all-capital-letter "named" defendant within the above referenced alleged **Commercial/Civil/Cause**, within the alleged commercially "bonded" warehousing agency d.b.a. the commercial corporate Government juridical construct d.b.a. the United States. Please take special note, that the copyright is with reference to the name and its direct association and/or correlation to the presenter.

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**10300. NOTICE:** In this Conditional Acceptance for Value and counter offer/claim for Proof of Claim(a) the words "include," "includes," and "including," are not limiting; (b) the word "all" includes "any" and the word "any" includes "all"; (c) the word "or" is not exclusive except when used in conjunction with the word "and"; as in, "and/or"; and (d) words and terms (I) in the singular number include the plural, and in the plural, the singular; (II) in the masculine gender include both feminine and neuter.

**10301.** This presentment shall constitute a CLAIM against the assets of your institution and is valid upon your failure to comply with the requirement of this agreement and to VALIDATE NOT VERIFY THE COMPREHENSIVE ACCOUNTING!

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**10302. NOTICE:** All titles/names/appellations of corporate Government juridical constructs, and branches, departments, agencies, bureaus, offices, sub-whatever's, and the like thereof, include any and all derivatives and variations in the spelling of said titles/names/appellations.

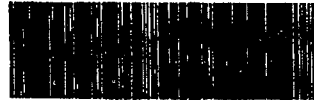
**10303. NOTICE:** Any and all attempts at providing the requested and necessary Proof of Claims raised herein above; and, requesting the additional ten (10) Calendar days in which to provide same; and, to address any and all questions and concerns to the Undersigned in regards to the Stated Copyright and waiver herein expressed, in any manner other than that provided for herein will be deemed non-responsive.

The Undersigned extends to the Respondent(s) the Undersigned's appreciations and thanks for Respondent's(s) prompt attention, response, production of above Proof(s) of Claim and assistance in this/these matter(s). This presentment is not to be construed as an acceptance and/or application and/or subscription and/or request for license, admittance to any jurisdiction quasi-or otherwise. But shall remain as a direct objection to any and all claims to the contrary.

Sincerely,

Without Recourse

Nelson L. Bruce 1-8-2019  
Nelson L. Bruce a Natural Man



2019-01-08 08:00:00 - 512389811 - 5577899811\* is secured and reserved with all rights retained, Private Property no trespass permitted or allowed under common law restrictions and prohibitions.

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WASHINGTON, DC 20543**See More** ▼**Tracking Number:** 70180360000103406188**Remove X****Expected Delivery by****MONDAY****14**JANUARY  
2019 ⓘ

by

**8:00pm ⓘ**

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COLUMBIA, SC 29201**See More** ▼**Tracking Number:** 70180360000103406195**Remove X**

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WASHINGTON, DC 20250**See More** ▼

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WESTFIELD, IN 46074

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SAINT GEORGE, SC 29477**See More** ▾**Tracking Number:** 70180360000103406232**Remove X**

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HYATTSVILLE, MD 20785**See More** ▾

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**Tracking Number:** 70180360000103406249**Remove X**

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TUESDAY

15

JANUARY  
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by

8:00pm ⓘ

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Delivered, Individual Picked Up at Postal Facility  
COLUMBIA, SC 29211

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FRIDAY

11

JANUARY  
2019 ⓘ

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8:00pm ⓘ

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COLUMBIA, SC 29210

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\*NOTE: Black and white (grayscale) images show the outside, front of letter-sized envelopes and mailpieces that are processed through USPS automated equipment.  
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House of Representatives, Governor of the state of South Carolina, chief justice of U.S. Supreme court, the South Carolina State Treasurer, The Treasurer of the United States and UNITED STATES ATTORNEY GENERAL." This addendum also modifies BANK OF AMERICA, N.A. one of the original parties to the original agreement to include, as a party to the original agreement/contract and document that they bought out and merged with Countrywide Bank, FSB (a party to this agreement/contract) the "original lender" to which they have full access to all documentation and records to properly respond in regards to the original referenced account." In consideration of this modification/addition to the original agreement, we are granting the original parties to this agreement 3 additional days (72 hours) from receipt of this addendum to respond to this conditional acceptance as requested below. After the additional timeframe referenced above has elapsed for the original parties to the January 8, 2018 agreement/contract, the claimant will proceed to transmit a "notice of fault" as referenced in section 10293. There has been no other modifications to the original agreement nor its terms other than what has been stated above therefore all other provisions of this agreement/contract are still in force and binding upon all original parties unless removed by this addendum. The additional parties referenced above who are being added with the receipt of this addendum or if you are an original party who just received or have not received the original presentment due to no fault of the claimant(s), you have the timeframe specified in section 10293 of this addendum to respond in accordance with the provisions of this conditional acceptance agreement/contract specified below.

**10251. PROOF OF CLAIM**, the legal status of these "un/non-constitutional legislative entities" operating/functioning as sources of authority for these so-called "Revised Codes/Statutes"; and specifically the United States Code and/or specifically THE ACT OF MARCH 9TH, 1933 Proclamation 2038, 2039, 2040 AND Titles 4, 7, 11, 12, 15, 16, 18, 28, 31 and 42 USC; C.F.R., THE FEDERAL REGISTRY, thereof, is not that of a corporation/quasi corporation; which, is also created by statute. [See: 73 C.J.S., Public Administrative Law and Procedures, § 10, p. 372, citing: Parker v. Unemployment Compensation Commission, 214 S.W. 2d 529, 358 Mo. 365, which States: "The powers granted to an administrative body may be such as to establish it as a legal entity, and, although not expressly declared to be a corporation, it may be considered a public quasi corporation."; Texas & Pacific Railway v. Interstate Commerce Commission, 162 U.S. 197 (1895), which States: "The Interstate Commerce Commission is a body corporate, with legal capacity to be a party plaintiff or defendant in the Federal courts."; 2 Am.Jur.2d, Administrative Law, § 32, p.56, which States: "Some administrative agencies are corporate bodies with legal capacity to sue and be sued."].

#### I. SHOW OF CAUSE PROOF OF CLAIM DEMAND

**10252. PROOF OF CLAIM**, that the Legislative Reference Bureau, created by Act of April 27, 1909, P.L. 208, and, reorganized by Act of May 7, 1923, P.L. 158, as a legislative "agency" with the primary function to draft and pass upon legislative bills and resolutions for introduction in the General Assembly, and to prepare for "adoption" by the General Assembly, "Codes" by topics, of the existing general statutes for which it was handed over statutory authority in 1974 to publish an "official publication" of the United States Code, is not operating/functioning as a "un/non-constitutional legislative entity"; and, is not operating or functioning as a foreign corporate entity representing the source of authority for the existence of statute(s)/law(s) known as the United States Code, in the capacity of an "administrative law agency" administering the corporate affairs and public of that which created it by statute.

**10253. PROOF OF CLAIM**, these alleged statute(s)/law(s) of this "un/non-constitutional legislative entity"; i.e., the Legislative Reference Bureau, operating/functioning as a foreign corporate "administrative law agency" are not by nature akin private "by-laws" of a "corporation" for the administration of its internal government and public; and, are binding and of force or effect over and upon the private, non-enfranchised, and non-assumpsit's thereto; and therewith, living, breathing, flesh-and-blood man, i.e. a natural person/man; and, as such, are not ultimately governed by, through, and within the realm of commercial law as adopted and codified within The United States Code thereby; and therein, representing commercial law for operating/functioning in commerce.

**10254. PROOF OF CLAIM**, whereas the Constitution for the United States of America at Article I, Section 8 and 10 clearly prohibits the Congress from printing and issuing Federal Reserve Notes as it is a constitutional entity, or purportedly so, and its actions are limited thereby; and therein, a corporation or trust is not; e.g., the Federal Reserve System, created by Congressional Act in 1913, and as a "un/non-constitutional Congressional entity" without the Constitution, and therefore not bound NOR encumbered by said document/instrument, may proceed to print and issue money (currency) which would be an unconstitutional form of money for Congress; restrained as it is, by the

**ADDENDUM TO AGREEMENT/CONTRACT - (In the form of the Original Agreement/Contract)**  
**Date of Addendum: January 30, 2019**  
**Conditional Acceptance for the Value/Agreement/Counter Offer to Acceptance of Offer**

Exhibits/Evidence - J2

**SHOW OF CAUSE PROOF OF CLAIM DEMAND**  
**SERVED OR PRESENTED via the: UNITED STATES POSTAL SERVICE**  
**by the UNITED STATES POST OFFICE via First Class Postage Prepaid**

Contract # 2019-0108BRUCWSFCM-S12389981- 5577899811°

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**PARTIES:**  
**(RESPONDENTS/OFFEREE:)**

To: WILMINGTON SAVINGS FUND SOCIETY, FSB  
 Attention: Mark A. Turner (CEO)  
 Address: 500 Delaware Avenue, Wilmington, DE 19801  
 Account No.(s): 202985786 and 7000124554

To: WILMINGTON SAVINGS FUND SOCIETY, FSB  
 c/o William S. Koehler - ALBERTELLI LAW  
 Address: 1201 Main Street, Suite 1450, Columbia, SC 29201  
 Account No.(s): 202985786 and 7000124554

To: the District Court of the United States  
 Charleston Division/Civil  
 Address: 85 Broad Street, Charleston, South Carolina 29401  
 Case No.(s): 2:17-cv-02617-RMG-BM, 2:18-cv-02555-BMH-BM

To: CARRINGTON MORTGAGE SERVICES, LLC  
 Attention: Bruce Rose (CEO)  
 Address: P.O. BOX 5001, Westfield, IN 46074  
 Account No.(s): 7000124554 and 202985786

To: the UNITED STATES OF AMERICA  
 UNITED STATES ATTORNEY GENERAL at U.S. Department of Justice  
 Address: 950 Pennsylvania Avenue, NW Washington, DC 20530-0001

To: the United States Supreme Court - Chief Justice John Glover Roberts Jr.  
 Address: 1 First St NE, Washington, DC 20543

To: the South Carolina Supreme Court  
 ATTENTION: Chief Justice Donald W. Beatty  
 Address: 1231 Gervais Street, Columbia, South Carolina 29201

To: the United States Department of Agriculture  
 Fiscal Service, Director, Finance Office  
 Address: 1400 Independence Avenue, SW, Washington, DC 20250

To: State of South Carolina Attorney General's Office  
 Attorney General Alan Wilson  
 Address: P.O. Box 11549, Columbia, South Carolina 29211

To: South Carolina Housing Trust Fund  
 SC Housing Corp  
 c/o Tracey C. Easton  
 Address: 300-C Outlet Pointe Blvd., Columbia SC 29210

To: Dorchester County Courthouse  
 Common Pleas/Civil/Circuit Court - c/o Judge Diane S. Goodstein  
 Address: 5200 E. Jim Bilton Boulevard, Saint George, South Carolina 29477  
 Case No.(s): 2016CP1801678, 2016LP1800400

To: The Treasurer of the United States  
 Office of the Treasurer and or their assigns  
 Address: 1500 Pennsylvania Avenue, NW, Room 2134  
 Washington, District of Columbia 20220

To: the South Carolina State Treasurer  
 OFFICE OF THE STATE TREASURER and or their assigns  
 Attention: State Treasurer Curtis M. Loftis, Jr.  
 Address: 1200 Senate Street, Suite 214  
 Wade Hampton Building, Columbia, South Carolina 29201

To: BANK OF AMERICA, N.A. (Merged with Countrywide Bank, FSB)  
 c/o BANK OF AMERICA CORPORATION - Brian Moynihan (CEO)  
 100 N. Tryon Street, Charlotte, North Carolina 28255  
 Account No.: 202985786

To: South Carolina House of Representatives  
 South Carolina Legislative Council and/or their assigns  
 Attention: Mandy W. Kimmons  
 Address: 310A Blatt Building, 1105 Pendleton Street  
 Columbia, South Carolina 29201

To: United States House of Representatives  
 Attention: Joe Cunningham  
 Address: 530 Johnnie Dodds Blvd, Suite 201, Mt. Pleasant, SC 29464

To: GOVERNOR OF THE STATE OF SOUTH CAROLINA  
 The Honorable Henry McMaster  
 State House  
 Address: 1100 Gervais Street, Columbia, South Carolina 29201

**(CLAIMANTS/OFFEROR:)**

From: Nelson L. Bruce  
 Address: 144 Pavilion Street, Summerville, South Carolina [29483]

January 8, 2019

To the Holder in Due Course and/or agent and/or representative,

I Nelson L. Bruce and associates have received your offer and accept your offer under the following terms and conditions-

That you provide the following proof of claim, your failure to provide proof of claim, and to accept payment for credit on account shall constitute a breach of this binding self-executing irrevocable contractual agreement coupled with interest and subject the breaching party to fines, penalties, fees, taxes and other assessments. Notice - all parties are hereby notified that this addendum is being presented/incorporated and attached to as part of the original agreement/contract number referenced above to remove/add the following parties to the original agreement/contract: Remove - "Department of the Treasury, Federal Reserve," and to Add - "South Carolina House of Representatives, United States

responsible for capital gains taxes? That the Home is purchased not from a bank but a Private home Owner?

Exhibits/Evidence - J2

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10260. PROOF OF CLAIM- That the property securing the loan (an unsecured loan), has been fully paid as a result of the treasury program and/or other government program respecting or associated with such loans (PROGRAMS LIKE THE SINGLE-FAMILY HOME LOAN GUARANTEE PROGRAM)?
10261. PROOF OF CLAIM- That issuing the loan in the form of "BOOKKEEPING ENTRY CREDIT" was deceptive, intentional, and a deliberate attempt to conceal pertinent information regarding the origination of the loan and the matrix associated thereto?
10262. PROOF OF CLAIM- That tax credits and/or a charge off whereby the government has issued credits respecting the associated loan/debt has not been applied to the borrower's side of the ledger indicating the adjustment in balance?
10263. PROOF OF CLAIM- That the Uniform Nonjudicial Foreclosure Act, The Uniform Home Foreclosure Procedure Act, the Administrative Procedures Act, do not recognize arbitration as an alternative dispute resolution remedy?
10264. PROOF OF CLAIM- That the associated loan has not been satisfied as outlined in the Uniform Satisfaction of Mortgage Act?
10265. PROOF OF CLAIM- That the borrower is entitled to a full and complete accounting, as you and/or your associated organizations are the keepers of record, the custodians of record, and or to supply a full and complete accounting of the record upon demand? Please note that demand is hereby made for a complete comprehensive accounting of this account, and the same deadline for furnishing a response to this presentment is the exact same deadline for furnishing the accounting as/is demanded!
10266. PROOF OF CLAIM- That your organization nor the original lender ever intended on limiting lawful money as required in law, regulated by Congress and prescribed by the Constitution of the United States of America?
10267. PROOF OF CLAIM- That there is no lawful statute and/or Constitution delegation of authority authorizing your institution in creating "BOOKKEEPING ENTRY CREDIT", as a form of acceptable currency within the United States?
10268. PROOF OF CLAIM- That all property in the United States is owned by the state by virtue of government?
10269. PROOF OF CLAIM- That the following statement and/or record of Congress remains extant?
- "Mr. Speaker, we are here now in chapter 11. Members of Congress are official trustees presiding over the greatest reorganization of any Bankrupt entity in world history, the U.S. Government. We are setting forth hopefully, a blueprint for our future. There are some who say it is a coroner's report that will lead to our demise." [Rep. James Traficant, Jr. (Ohio) addressing the House, Congressional Record, March 17, 1993, Vol. 33, page H-1303]*
10270. PROOF OF CLAIM- That as a banking institution the Borrower may utilize Bookkeeping Entry Credit as a form of acceptable currency as it was the initiating currency of issuance-

Now, Therefore I, Franklin D. Roosevelt, President of the United States of America, in view of such national emergency and by virtue of the authority vested in me by said Act ... do hereby proclaim, order, direct and declare that ... there shall be maintained and observed by all banking institutions and all branches thereof located in the United States of America, including the territories and insular possessions, a bank holiday, and that during said period all banking transactions shall be suspended. During such holiday ... no such banking institution or branch shall ... permit the withdrawal or transfer in any manner or by any device whatsoever, of any ... currency ... nor shall any such banking institution or branch pay out deposits, make loans or discounts ... transfer credits ... or transact any other banking business whatsoever.

Instrument/document of its creation, these "un/non-constitutional legislative entities"; e.g., the Legislative Reference Bureau, and the alleged statute(s)/law(s) they create/generate is not a "un/non-constitutional" issue having no nexus with the Constitution; and, the binding force or effect of said statute(s)/law(s) is not established/created solely from; or by, contract between the parties; which, once silent judicial notice of said contract is taken by the Holder in due Course any affidavits in support thereof; and specifically within the above referenced alleged Loan/Debt/Security Instrument, unless said presumption of a contract is rebutted?

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- a. Please note that although it is the United States Treasury Department who prints the so-called Federal Reserve notes, these notes have no value and are not backed by anything-

"Federal Reserve notes are not redeemable, and receive no backing by anything this has been the case since 1933. The notes have no value for themselves," this is taken from the official website of the United States financial expert, the United States Department of the Treasury whose job it is to print the money to be utilized by the public, and note how they say that since the government declared bankruptcy in 1933 their notes have had no value.

**An official website of the United States Government**

**An official website of the United States Government**

<https://www.treasury.gov/resource-center/finance/Currency/Pages/legal-tender.aspx>

the Federal Reserve issues bookkeeping entry credit, there is no constitutional amendment permitting the Federal Reserve and/or the treasury to create worthless items and declared them to be currency. The Constitution has held that the monies created by Congress must have a value, and this is not a market value but a national currency value. Federal Reserve bookkeeping entry credit is not regulated by Congress, making this process by the Federal Reserve, the issuance of bookkeeping entry credit, unconstitutional. That is, unless and until you can provide facts and conclusions of law and not opinion to the contrary.

**10255. PROOF OF CLAIM**, that the original lender did not lend "bookkeeping entry credit" in the form of a loan, and failed to provide such notification and clear, unambiguous, conspicuous language/terminology that any reasonable man or woman would understand? "Intentionally created fraud in the factum" and withheld from plaintiff... "vital information concerning said debt and all of the matrix involved in making the loan". *Deutsche Bank v. Pasbody*, 866 N.Y.S.2d 91 (2008). Equifax, when making the loan, violated Regulation E of the Federal Truth in Lending Act- 15 USC §1601 and the Fair Debt Collections Practices Act 15 USC §1692

**10256. PROOF OF CLAIM**- That the banking Holiday proclaimed by Pres. Roosevelt under proclamation 2039 prohibiting any during the course of such emergency to include but not be limited to deposits, credits, receipts, withdrawals within and between banking institutions has been suspended, declared over, abolished, repealed?

**10257. PROOF OF CLAIM**- That the government loan represented by this account is not backed by the full faith and credit of the United States government?

**10258. PROOF OF CLAIM**- That the government loan represented by this account is not secured by mortgage insurance, and that the holder in due course is the beneficiary of that mortgage insurance? That the mortgage insurance is in place should the borrower default?

**10259. PROOF OF CLAIM**- That the Loan associated with the debt is classified as a personal loan and not a home loan? And that if it were to be classified as a home loan the original lender would be

[Mr. McPhadin] "... The first section of the bill, as I grasped it, is practically the war powers that were given back in 1917. I would like to ask the chairman of the committee if this is a plan to change the holding of the security back of the Federal Reserve notes to the Treasury of the United States rather than the Federal Reserve agent."

[Mr. Stiggle] "This provision is for the issuance of Federal Reserve bank notes; and not for Federal Reserve notes; and the security back of it is the obligations, notes, drafts, bills of exchange, bank acceptances, outlined in the section to which the gentleman has referred."

[McPhadin] "Then the new circulation is to be Federal Reserve bank notes and not Federal Reserve notes. Is that true?"

[Stiggle] "Insofar as the provisions of this section are concerned, yes."

"[Mr. Britain] From my observations of the bill as it was read to the House, it would appear that the amount of bank notes that might be issued by the Federal Reserve System is not limited. That will depend entirely upon the amount of collateral that is presented from time to time from exchange for bank notes. Is that not correct?"

[McPhadin] "Yes, I think that is correct."???

the Congressional Record during the debate over the Emergency Banking Act of 1933.

**10277. PROOF OF CLAIM-** That the amendment of § 5(b) provided that the Act can only be invoked "(d)uring the time of war." The elimination of the exclusion made clear that any and all emergency powers that might have previously been available pursuant to a national emergency declared under § 5(b) Congress did not formally terminate the one declared by President Roosevelt (apparently believing that only the President could do so). And so, 50 U.S.C. App. 5(b); 12 U.S.C. 95a. In amending TWEA, Congress did provide for the continuation of the emergency and of any economic sanctions that were the result of a Presidential declaration of national emergency that were in effect on July 1, 1977, subject to automatic termination unless they were renewed annually. This provision allowed the continuation of the National Bankruptcy and the National Banking Holiday, as well as the sanctions on regimes like Cuba, North Korea, China, and North Vietnam to continue without the President having to declare a new national emergency under IEEPA. See 50 U.S.C.A. App. 5, note.

**10278. PROOF OF CLAIM-** That as first adopted in 1976, the National Emergencies Act excluded from its purview Section 5(b) of the Trading with the Enemy Act. As noted above, the law under which President Roosevelt issued the declaration of national emergency with respect to the National bankruptcy was never cancelled. With the Cold War sections under that act had also been used by the executive branch as the legal basis for imposing economic sanctions on the communist nations of North Korea, Cuba, China, and North Vietnam; and the National Emergencies Act had been terminated, there would have been no other legal basis for continuing the sanctions against those countries, except to enact a set of new specific laws, Congress chose not to consider. As a consequence, the State Department asked that Section 5(b) be excluded from the National Emergencies Act until other legislation providing a basis for the continuation of economic sanctions against those countries could be enacted. Is this not the case?

**10279. PROOF OF CLAIM-** That "Whenever in the judgment of the Secretary of the Treasury such action is necessary to protect the currency system of the United States, the Secretary of the Treasury, in his discretion, may regulate any or all individuals... Whoever shall not comply with the provisions of this act shall be fined not more than \$10,000 or if a natural person, may in addition to such fine may be imprisoned for a year, not exceeding ten years." [Stat 48, Section 1, Title 1, Subsection N, March 9, 1933]; that it is under discretion and the direct supervision of the United States treasury that the banking institutions are utilizing "bookkeeping entry credit", and because the law defines a "banking institution" as one who engages in the business of banking i.e. banking business, during this current national banking emergency defined in law as bankruptcy, such "bookkeeping entry credit utilization" is construed as currency of the United States, and may be utilized for the payment and/or repayment of a loan instituted and or issued in the same species, is this not so?

**10280. PROOF OF CLAIM,** that you notify the undersigned and/or the undersigned's representative of your attempt to deceive them, and that they knowingly and intentionally agreed to such deception, for instance, if this matter involve the lending of credit, and/or a mortgage loan, proof that you provided the borrower with evidence as to the origination of the loan, and the species of currency utilized in the origination of the loan?

**10281. PROOF OF CLAIM,** that you have provided and/or will provide to the undersigned a copy of the original contract in its current state, without alterations and or amendments, for we know that any

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During such holiday, the Secretary of the Treasury, with the approval of the President and under such regulations as he may prescribe, is authorized and empowered (a) to permit any or all of such banking institutions to perform any or all of the usual banking functions, (b) to direct, require or permit the issuance of clearing house certificates or other evidences of claims against assets of banking institutions, and (c) to authorize and direct the creation in such banking institutions of special trust accounts for the receipt of new deposits which shall be subject to withdrawal on demand without any restriction or limitation and shall be kept separately in cash or on deposit in Federal Reserve Banks or invested in obligations of the United States.

As used in this order the term "banking institutions" shall include all Federal Reserve Banks, national banking associations, banks, trust companies, savings banks, building and loan associations, credit unions, or other corporations, partnerships, associations or persons, engaged in the business of receiving deposits, making loans, discounting business paper, or transacting any other form of banking business

- Proclamation 2039—Declaring Bank Holiday March 9, 1933; Public Papers and Addresses of Franklin D. Roosevelt declared Law By the General Assembly US Congress March 9, 1933 and the Act associated by the same name.

10271. PROOF OF CLAIM- That the loan and the Associated Debt is an Obligations of the UNITED STATES as defined in statute-

**September 14, 1976." The Senate Special Committee had found that President Roosevelt's 1933 proclamation of a national emergency were still extant. See: SENATE SPECIAL COMMITTEE ON NATIONAL EMERGENCIES AND DELEGATED EMERGENCY POWERS, FINAL REPORT: NATIONAL EMERGENCIES AND DELEGATED EMERGENCY POWERS, S. Rept. No. 94-922, 94<sup>th</sup> Cong., 2d Sess. (1976). P.L. 94-412 (Sept. 14, 1976); 90 Stat. 1253; 50 U.S.C. 1601 et seq.**

10272. PROOF OF CLAIM- That *"The ownership of all property is NOT in the state; AND THAT individual so-called 'ownership' is only by virtue of the government, i.e., law, amounting to mere use; and THAT use must be in accordance with law and subordinate to the necessities of the state."* Senate Document No. 43, 73rd Congress, 1st Session;

10273. PROOF OF CLAIM- That *"Under the new law the money is issued to the banks in return for government obligations... The money will be worth 100 cents on the dollar, because it is backed by the credit of the nation. THAT IT represents a mortgage on all the homes, and ... all the people of the nation."* Congressional Record, March 9, 1933 on HR 1491 p. 83.

10274. PROOF OF CLAIM- That it has been *"Resolved by the Senate and the House of Representatives of the United States of America in Congress assembled: That (a) every provision contained in or made with respect to any obligation which purports to give the obligee the right to require payment in gold or a particular kind of coin or currency, or in an amount in money of the United States measured thereby, is declared to be against public policy, and no such provision shall be contained in or made with respect to an obligation hereafter incurred. Every obligation heretofore or hereafter incurred, whether or not any such provision is contained therein or made with respect thereto, shall be discharged upon payment, dollar for dollar, in any such coin or currency, which at the time of payment is legal tender for public or private debts ..."* The GOLD Abrogation Act of June 5<sup>th</sup>, 1933

10275. PROOF OF CLAIM- That *"Since March 9, 1933, the United States has been in a state of declared national emergency."* *"These proclamations give force to 470 provisions of federal law. These hundreds of statutes delegate to the President extraordinary powers exercised by Congress, which affect the lives of American citizens in a host of all-encompassing manners. This vast range of powers taken together, confer enough authority to rule this country without reference to normal constitutional process."* Senate Report 93-549, July 24, 1973

10276. PROOF OF CLAIM- That the following is the current and is the current understanding:

replaces any and all prior agreements between the parties, and is binding on all parties and irrevocable, and the parties agreed to the terms and conditions of this agreement upon default of the defaulting party as of the date of the default, that the value of this agreement is \$740,040.33 (SEVEN HUNDRED FORTY THOUSAND FORTY DOLLARS AND THIRTY-THREE CENTS), the amount demanded is (\$740,040.33). The Undersigned once more respectfully requests the Respondent(s) provide said necessary Proof of Claims so as to resolve the Undersigned's confusion and concerns within this/these matter(s). Otherwise, the Undersigned must ask, "What is the Undersigned's remedy?"

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**10287.** THEREFORE, as Respondent(s) have superior knowledge of the law, and as custodian of record has access to the requested and necessary Proof of Claims, and otherwise being in a 'catbird's seat' to provide the requested and necessary Proof of Claims raised herein above, Respondent(s) is able, capable, and most qualified to inform the Undersigned on those matters relating to and bearing upon the above referenced alleged **CIVIL/COMMERCIAL/Cause** and thereby; that there is a duty on the part of the parties to communicate and/or respond to the aforementioned proof of claim and/or demand associated with this self-executing binding irrevocable contractual agreement coupled with interests and therein, has an obligation to clear-up all confusion and concerns in said matter(s) for the Undersigned as to the nature and cause of said process(s), proceeding(s), and the like as well as the lawfulness and validity of such to include; inter alii, all decisions, orders, and the like within; and arising from, all such within said Commercial/Civil/Cause.

**10288.** The Undersigned herein; and hereby, provides the Respondent(s) ten (10) Calendar days; to commence the day after receipt of this Conditional Acceptance for Value and counter offer/claim for Proof of Claim, in which to gather and provide the Undersigned with the requested and necessary Proof of Claims raised herein above, with the instruction, to transmit said Proof of Claims to the Undersigned and the below named Notary/Third Party and or their representative as stipulated and attached hereto if applicable, for the sole purpose of certifying RESPONSE or want thereof from Respondent(s). Further, the Undersigned herein; and hereby, extends to the Respondent(s) the offer for an additional ten (10) Calendar days in which to provide the requested and necessary Proof of Claims raised herein above. If Respondent(s) desires the additional ten (10) Calendar days, Respondent must cause to be transmitted to the Undersigned and the below named Notary/Third Party etc. a; a signed written REQUEST. Upon receipt thereof, the extension is automatic; however, the Undersigned strongly recommends the Respondent(s) make request for the additional ten (10) Calendar days well before the initial ten (10) Calendar days have elapse to allow for mailing time. NOTICE: Should Respondent(s) make request for the additional ten (10) Calendar days, said request will be deemed "good faith" on the part of Respondent(s) to perform to this offer and provide the requested and necessary Proof of Claims. Should Respondent(s) upon making request for the additional ten (10) Calendar days, of which there will be, cannot be, and shall not be any extension as the aforementioned requested information is required to be readily available for inspection and review upon demand, then fail or otherwise refuse to provide the requested and necessary Proof of Claims, and/or fails to provide the specific information in full detail as specified according to the terms of this agreement, and or shall cause to have presented a nonresponse, and or a general response, and or a nonspecific response, which shall only constitute as an attempt to evade, to avoid, to delay, said act(s) on the part of Respondent(s) shall be deemed and evidenced as an attempted constructive fraud, deception, bad faith, and the like upon Respondent's (s') part and further attempts to cause an inflict injury upon the Undersigned. Further, the Undersigned herein strongly recommends to Respondent(s) that any Proof of Claims and request for the additional ten (10) Calendar days be transmitted "Certified" Mail, Return Receipt Requested, and the contents therein under Proof of Mailing for the good of all concerned.

**10289.** Should the Respondent(s) fail or otherwise refuse to provide the requested and necessary Proof of Claims raised herein above within the expressed period of time established and set herein above, Respondent(s) will have failed to State any claim upon which relief can be granted. Further, Respondent(s) will have agreed and consented through "tacit acquiescence" to ALL the facts in relation to the above referenced alleged Commercial/Civil/Cause, as raised herein above as Proof of Claims herein; and ALL facts necessarily and of consequence arising there from, are true as they operate in favor of the Undersigned, and that said facts shall stand as prima facie and ultimate (un-refutable) between the parties to this Conditional Acceptance for Value and counter offer/claim for Proof of Claim, the corporate Government Juridical construct(s) Respondent(s) represents/serves, and ALL officers, agents, employees, assigns, and the like in service to Respondent(s), as being undisputed. Further, failure and/or refusal by Respondent(s) to provide the requested and necessary Proof of Claims raised herein above shall act/operate as ratification by Respondent(s) that ALL facts as set,

alteration and/or amendment on a contract has to be done in the presence of the other party with the approval of the other party, and that if you have provided a copy prior to the issuance of this document please provide proof and the date upon which such was done, and if you have not provided a copy please provide a copy with your response, and failure to do so would be constituted as a refusal on your part and a breach of this agreement invoking the tacit acquiescence and your forfeiture and waiver of all rights and full consent to every provision of the agreement and the penalties and assessment and fees associated therewith.

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**10282. PROOF OF CLAIM**, that you provide a list of all of your subsidiaries, EIN numbers and the like, plus a copy of your **COMPREHENSIVE ANNUAL FINANCIAL REPORT** for the past 10 years inclusive of notes; ledgers, references, with term definitions within the next 14 calendar days, as the custodian of record for this account, you are to highlight the Association of this account within those records, failure to do so will invoke the default principles of this agreement and your full and complete consent with all of the terms and conditions as well as penalties associated thereto, hereto, therewith.

**10283. PROOF OF CLAIM**, that you will not attempt to circumvent the process after default, or after your consent and approval and agreement to this presentment, and that you agree that any attempt to circumvent the process shall invoke and cause to be placed in full affect the treble damage provision of this agreement plus, penalties, fines, assessment, fees.

**10284. PROOF OF CLAIM**, that you agree that if you should in any way attempt to evade, and or provide a general response, and or refuse to respond, and or refuse to provide the evidence and information and/or documents and/or records demanded, that you are guilty of fraud, deception, racketeering, and you will not object to your full prosecution as an organization with the co-conspirators mainly your Board of Directors if you are a corporation, with a minimum jail time of five years day for day and a maximum not to exceed that of 65% of a proscribed law. And that such failure and/or refusal on your part shall constitute your binding and willful consent to the relinquishing of the total value of the claim of this agreement, payable on demand with your waiver to a defense, and or a trial, and or hearing, and or notice, and or presentment, and or right to review and or right to appeal and or right to object!

## II. CAVEAT

**10285.** Please understand that while the Undersigned wants, wishes and desires to resolve this matter as promptly as possible, the Undersigned can only do so upon Respondent(s) 'official response' to this Conditional Acceptance for Value and counter offer/claim for Proof of Claim by Respondent(s) providing the Undersigned with the requested and necessary Proof of Claims raised herein above.

**10286.** Therefore, as the Undersigned is not a signatory; NOR a party, to your "social compact" (contract) known as the Constitution (Charter) of the UNITED STATES; NOR noticed NOR cognizant, of any agreement/contract between the UNITED STATES, and the Undersigned and specifically any obtained through FULL DISCLOSURE and containing any FAIR/VALUABLE CONSIDERATION therein, which would act/operate to create and establish a "relationship" (nexus) and thereby; and therein, bind the Undersigned to the specific "source of authority" for the creation and existence of the alleged statute(s)/law(s) as contained and allegedly promulgated within the "Code" known as the United States Code; which, with the privity of contract or contract itself would thereby; and therein, create and establish legal force and or effect of said statute(s)/law(s) over and upon the Undersigned; and, would also act/operate to subject the Undersigned to the "statutory jurisdiction" of the UNITED STATES, its laws, venue, jurisdiction, and the like of its commercial courts/administrative tribunals/units and thereby; and therein, bind the Undersigned to said courts/administrative tribunals/unit's decisions, orders, judgments, and the like; and specifically as within the above referenced alleged Commercial/Civil/Cause; and, which would act/operate to establish and confer upon said court/administrative tribunal/unit the necessary requirement/essential of "subject-matter jurisdiction" without which it is powerless to move in any action other than to dismiss. And as a result thereof the parties agree that any statute and/or code introduced by the United States Congress and or state legislature under its non-governmental capacity i.e. it's "corporate business commercial transacting capacity", are not binding on any of the parties, and cannot be introduced and or used as any justification for any proceeding, and/or procedure, and or remedy respecting this matter. That the arbitration process is binding on all parties and is the sole and exclusive remedy for redressing any issue associated with this agreement. That this agreement supersedes and predates as well as

necessary Proof of Claims and thereby; and therein consenting and agreeing to ALL the facts set, established, and agreed upon between the parties hereto, shall constitute a self-executing binding irrevocable durable general power of attorney coupled with interests; this Conditional Acceptance for Value and counter offer/claim for Proof of Claim becomes the security agreement under commercial law whereby only the non-defaulting party becomes the secured party, the holder in due course, the creditor in and at commerce. It is deemed and shall always and forever be held that the undersigned and any and all property, interest, assets, estates, trusts commercial or otherwise shall be deemed consumer and household goods not-for-profit and or gain, private property, and exempt, not for commercial use, nontaxable as defined by the Uniform Commercial Code article 9 section 102 and article 9 section 109 and shall not in any point and/or manner, past, present and/or future be construed otherwise- see the Uniform Commercial Code article 3, 8, and 9.

10293. Should Respondent(s) allow the ten (10) Calendar days or twenty (20) Calendar days total if request was made by signed written application for the additional ten (10) Calendar days to elapse without providing the requested and necessary Proof of Claims, Respondent(s) will go into fault and the Undersigned will cause to be transmitted a Notice of Fault and Opportunity to Cure and Contest Acceptance to the Respondent(s); wherein, Respondent(s) will be given an additional three (3) days (72 hours) to cure Respondent's (s') fault. Should Respondent(s) fail or otherwise refuse to cure Respondent's(s') fault, Respondent will be found in default and thereby; and therein, Respondent will have established Respondent's(s') consent and agreement to the facts contained within this Conditional Acceptance for Value and counter offer/claim for Proof of Claim as said facts operate in favor of the Undersigned; e.g., that the judgment of alleged "court of record" within the above referenced alleged **Commercial/Civil/Cause** is VOID AB INITIO for want of subject-matter jurisdiction of said venue; insufficient document (information) and affidavits in support thereof for want of establishing a claim of debt; want of Relationship with the "source of authority" for said statute(s)/law(s) for want of privity of contract, or contract itself; Improperly Identified parties to said judgment, as well as said dispute/matter; and, Respondent(s) agrees and consents that Respondent(s) does have a duty and obligation to Undersigned; as well as the corporate Government Department/agency construct(s) Respondent(s) represents/serves, to correct the record in the above referenced alleged **Commercial/Civil/Cause** and thereby; and therein, release the Indenture (however termed/styled) upon the Undersigned and cause the Undersigned to be restored to liberty, and releasing the Undersigned's property rights, as well as ALL property held under a storage contract in the "name" of the all-capital-letter "named" defendant within the above referenced alleged **Commercial/Civil/Cause** within the alleged commercially "bonded" warehousing agency d.b.a., for the commercial corporate Government construct d.b.a. the United States. That this presentment is to be construed contextually and not otherwise, and that if any portion and/or provision contained within this presentment, this self-executing binding Irrevocable contractual agreement coupled with interests, is deemed non-binding it shall in no way affect any other portion of this presentment. That the arbitrator is permitted and allowed to adjust the arbitration award to no less than two times the original value of the properties associated with this agreement, plus the addition of fines, penalties, and other assessments that are deemed reasonable to the arbitrator upon presentment of such claim, supported by prima facie evidence of the claim.

10294. The defaulting party will be estopped from maintaining or enforcing the original offer/presentment; i.e., the above referenced alleged **Commercial/Civil/Cause** as well as ALL commercial paper (negotiable instruments) therein, within any court or administrative tribunal/unit within any venue, jurisdiction, and forum the Undersigned may deem appropriate to proceed within in the event of ANY and ALL breach(s) of this agreement by Respondent(s) to compel specific performance and or damages arising from Injuries there from. The defaulting party will be foreclosed by laches and or estoppel from maintaining or enforcing the original offer/presentment in any mode or manner whatsoever, at any time, within any proceeding/action. Furthermore, the respondents are foreclosed against the enforcement, retaliation, assault, infringement, imprisonment, trespass upon the rights, properties, estate, person whether legal, natural or otherwise of the presenter/petitioner and/or his interest and/or his estate retroactively, at present, post-actively, forever under any circumstances, guise, and or presumption!

#### IV. NOTICE OF COMMON-LAW ARBITRATION:

10295. Please be advised that in-as-much as the Undersigned has "secured" the "interest" in the "name" of the all-capital-letter "named" defendant as employed/used upon the face; and within, ALL documents/instruments/records within the above referenced alleged **Commercial/Civil/Cause**, to

established, and agreed upon between the parties to this Conditional Acceptance for Value and counter offer/claim for Proof of Claim, are true, correct, complete, and NOT misleading.

### III. ARBITRATION- AN ADMINISTRATIVE REMEDY COGNIZABLE AT COMMON-LAW

10290. **ADDITIONALLY** It is exigent and of consequence for the Undersigned to inform Respondent(s), in accordance with and pursuant to the principles and doctrines of "clean hands" and "good faith," that by Respondent(s) failure and or refusal to respond and provide the requested and necessary Proof of Claims raised herein above and thereby; and it shall be held and noted and agreed to by all parties, that a general response, a nonspecific response, or a failure to respond with specificities and facts and conclusions of common law, and or to provide the requested information and documentation that is necessary and in support of the agreement shall constitute a failure and a deliberate and intentional refusal to respond and as a result thereby and or therein, expressing the defaulting party's consent and agreement to said facts and as a result of the self-executing agreement, the following is contingent upon their failure to respond in good faith, with specificity, with facts and conclusions of common-law to each and every averment, condition, and/or claim raised; as they operate in favor of the Undersigned, through "tacit acquiescence," Respondent(s) NOT ONLY expressly affirm the truth and validity of said facts set, established, and agreed upon between the parties to this Conditional Acceptance for Value and counter offer/claim for Proof of Claim, but Respondent(s); having agreed and consented to Respondent(s) having a duty and obligation to provide the requested and necessary Proof of Claims raised herein above, will create and establish for Respondent(s) an estoppel in this matter(s), and ALL matters relating hereto; and arising necessarily therefrom; and,

10291. In accordance with and pursuant to this agreement; a contractually (consensual) binding agreement between the parties to this Conditional Acceptance for Value and counter offer/claim for Proof of Claim to include the corporate Government Agency/Department construct(s) whom Respondent(s) represents/serves; as well as, ALL officers, agents, employees, assigns, and the like in service to Respondent(s) will not argue, controvert, oppose, or otherwise protest ANY of the facts already agreed upon by the parties set and established herein; and necessarily and of consequence arising therefrom, in ANY future remedial proceeding(s)/action(s), including binding arbitration and confirmation of the award in the District Court of the United States at any competent court under original jurisdiction, in accordance with the general principles of non-statutory Arbitration, wherein this Conditional Acceptance for the Value/Agreement/Contract no. 2019-01088RUCWSFCM-S12389981- 5577899811° constitutes an agreement of all interested parties in the event of a default and acceptance through silence/failure to respond when a request for summary disposition of any claims or particular issue may be requested and decided by the arbitrator, whereas a designated arbitrator shall be chosen at random, who is duly authorized, and in the event of any physical or mental incapacity to act as arbitrator, the Undersigned shall retain the authority to select any neutral(s)/arbitrator(s) that qualify pursuant to the common law right to arbitration, as the arbitration process is a private remedy decided upon between the parties, and with respects this agreement, the defaulting party waives any and all rights, services, notices, and consents to the undersigned and or the undersigned's representative selection of the arbitrator thereby constituting agreement, and any controversy or claim arising out of or relating in any way to this Agreement or with regard to its formation, interpretation or breach, and any issues of substantive or procedural arbitrability shall be settled by arbitration, and the arbitrator may hear and decide the controversy upon evidence produced although a party who was duly notified of the arbitration proceeding did not appear; that the Undersigned deems necessary to enforce the "good faith" of ALL parties hereto within without respect to venue, jurisdiction, law, and forum the Undersigned deems appropriate.

10292. Further, Respondent(s) agrees the Undersigned can secure damages via financial lien on assets, properties held by them or on their behalf for ALL injuries sustained and inflicted upon the Undersigned for the moral wrongs committed against the Undersigned as set, established, agreed and consented to herein by the parties hereto, to include but not limited to: constitutional impermissible misapplication of statute(s)/law(s) in the above referenced alleged Commercial/Civil/Cause; fraud, conspiracy (two or more involved); trespass of title, property, and the like; and, ALL other known and unknown trespasses and moral wrongs committed through ultra vires act(s) of ALL involved herein; whether by commission or omission. Final amount of damages to be calculated prior to submission of Tort Claim and/or the filing of lien and the perfection of a security interest via a Uniform Commercial Code financing 1 Statement; estimated in excess of TEN (10) Million dollars (USD- or other lawful money or currency generally accepted with or by the financial markets in America), and notice to Respondent(s) by invoice. Per Respondent(s) failure and or refusal to provide the requested and

10298. If Respondent(s) has any questions and or concerns regarding said Copyright and or the waiver, Respondent(s) is invited to address such questions and or concerns to the Undersigned in writing, and causing said communiqués to be transmitted to the Undersigned and below named Notary/Third Party. The respondents have acted as if the contract quasi-or otherwise does not place a binding obligation upon their persons, upon their organizations, upon their institutions, upon their job qualifications, and breaching that obligation breaches the contract, for which they cannot address due to the direct conflict of interest. It is as a result of that conflict of interest that binding arbitration shall be instituted

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10299. Your failure to respond, and this would include each of the respondents by their representative, and if represented by the Atty. Gen., such representation must be responsive for each State and/or State organization/department/agency, separately and severally to each of the points of averment, failure to respond to a single point of averment will constitute acquiescence, forfeiture, and a waiver of all rights with respects all of the points raised in this presentment.

#### V. NOTICE TO AGENT IS NOTICE TO PRINCIPLE AND VICE VERSA

10300. **NOTICE:** In this Conditional Acceptance for Value and counter offer/claim for Proof of Claim(a) the words "include," "includes," and "including," are not limiting; (b) the word "all" includes "any" and the word "any" includes "all"; (c) the word "or" is not exclusive except when used in conjunction with the word "and"; as in, "and/or"; and (d) words and terms (i) in the singular number include the plural, and in the plural, the singular; (ii) in the masculine gender include both feminine and neuter.

10301. This presentment shall constitute a CLAIM against the assets of your institution and is valid upon your failure to comply with the requirement of this agreement and to VALIDATE NOT VERIFY THE COMPREHENSIVE ACCOUNTING!

10302. **NOTICE:** All titles/names/appellations of corporate Government juridical constructs, and branches, departments, agencies, bureaus, offices, sub-whatever's, and the like thereof, include any and all derivatives and variations in the spelling of said titles/names/appellations.

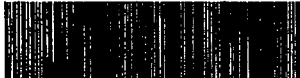
10303. **NOTICE:** Any and all attempts at providing the requested and necessary Proof of Claims raised herein above; and, requesting the additional ten (10) Calendar days in which to provide same; and, to address any and all questions and concerns to the Undersigned in regards to the Stated Copyright and waiver herein expressed, in any manner other than that provided for herein will be deemed non-responsive.

The Undersigned extends to the Respondent(s) the Undersigned's appreciations and thanks for Respondent's(s) prompt attention, response, production of above Proof(s) of Claim and assistance in this/these matter(s). This presentment is not to be construed as an acceptance and/or application and/or subscription and/or request for license, admittance to any jurisdiction quasi-or otherwise. But shall remain as a direct objection to any and all claims to the contrary.

Sincerely,

Without Recourse

*Nelson L. Bruce* 1-30-2019  
Nelson L. Bruce a Natural Man



ADDEN1-2019-0130BRUCWSFCM-54451



2019-01088RUCWSFCM-61238981-5577899811

2019-01088RUCWSFCM-612389981-5577899811 is secured and reserved with all rights retained, Private Property no trespass permitted or allowed under common law restrictions and prohibitions.

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include any and all derivatives and variations in the spelling of said "name" except the "true name" of the Undersigned as appearing within the Undersigned's signature block herein below, through a Common-Law Copyright, filed for record within the Office of the Secretary of State, Columbia State of South Carolina and or Sacramento State of California and or Las Vegas State of Nevada, and, having "perfected said interest" in same through incorporation within a Financing (and all amendments and transcending filings thereto), by reference therein, the Undersigned hereby; and herein, waives the Undersigned's rights as set, established, and the like therein, and as "perfected" within said Financing Statement acting/operating to "register" said Copyright, to allow for the Respondent(s) to enter the record of the alleged "court of record" within the above referenced alleged **Commercial/Civil/Cause** for the SOLE purpose to correct said record and comply with Respondent's(s') agreed upon duty/obligation to write the "order" and cause same to be transmitted to restore and release the Undersigned, the Undersigned's corpus, and ALL property currently under a "storage contract" under the Undersigned's Common-Law Copyrighted trade-name; i.e., the all-capital-letter "named" defendant within the above referenced alleged Commercial/Civil/Cause, within the alleged commercially "bonded" warehousing agency d.b.a. the commercial corporate Government juridical construct d.b.a. the United States. Please take special note, that the copyright is with reference to the name and its direct association and/or correlation to the presenter.

**10296. NOTICE:** That the arbitrators "must not necessarily judge according to the strict law but as a general rule ought chiefly to consider the principles of practical business" *Norske Atlas Insurance Co v London General Insurance Co* (1927) 28 Lloyd's Lit. Rep 104

- "internationally accepted principles of law governing contractual relations" [ *Deutsche Schachtbau v R's of Khaimah National Oil Co* (1998) 1 AC 295 ]
- If the contract (valid or otherwise) contains an arbitration clause, then the proper forum to determine whether the contract is void or not, is the arbitration tribunal. [ For example, see *Heyman v Darwin Ltd.* (1942) AC 354 ]
- That any determination by the arbitrator is binding upon all parties, and that all parties agree to abide by the decision of the arbitrator, that the arbitrator is to render a decision based upon the facts and conclusions as presented within the terms and conditions of the contract. Any default by any party must be supported by proof and evidence of said default, that default shall serve as tacit acquiescence on behalf of the party who defaulted as having agreed to the terms and conditions associated with the self-executing binding irrevocable contract coupled with interests. That the arbitrator is prohibited from considering and/or relying on statutory law, as it has been held that any time any party relies on or enforces a statute, they possess no judicial power
- "A judge ceases to set as a judicial officer because the governing principals of administrative law provides that courts are prohibited from substituting their evidence, testimony, record, arguments and rationale for that of the agency. Additionally, courts are prohibited from their substituting their judgments for that of the agency." *ASH v US*, 568 F2d 284.
- "...judges who become involved in enforcement of mere statutes (civil or criminal in nature and otherwise), act as mere "clerks" of the involved agency..." *K.C. Davis, ADMIN. LAW*, Ch. 1 (C.P. West's 1965 Ed.)
- "...their supposed 'court' becoming thus a court of limited jurisdiction" as a mere extension of the involved agency for mere superior reviewing purposes." *K.C. Davis, ADMIN. LAW*, P. 95, (C.P. 6 Ed. West's 1977) *FRC v GLE*, 281 US 464; *Keller v PE*, 261 US 428.
- "When acting to enforce a statute, the judge of the municipal court is acting an administrative officer and not as a judicial capacity; courts in administering or enforcing statutes do not act judicially, but, merely administratively." *Thompson v Smith*, 155 Va. 376, 154 SE 583, 71 ALR 604.
- "It is basic in our law that an administrative agency may act only within the area of jurisdiction marked out for it by law. If an individual does not come within the coverage of the particular agency's enabling legislation the agency is without power to take any action which affects him." *Endicott v Perkins*, 317 US 501.
- "It is not every act, legislative in form, that is law. Law is something more than mere will exerted as an act of power...Arbitrary power, enforcing its edicts to the injury of the person and property of its subjects is not law." *Murtado v California* (1884) 110 US 515 (1884).
- Some of the aforementioned cases are not published, however, these are still fundamental principles of law, and one of the fundamental principles of arbitration is that the arbitrator sits as judge over the facts, and as such to preserve the sanctity of the process an arbitrator receives the same immunity as a judge and is exempt from prosecution and or review, unless it can be proved that the arbitrator intentionally ignored the evidence and acted in conspiracy to defraud the parties.

**10297.** As the Undersigned has no desire NOR wish to tie the hands of Respondent(s) in performing Respondent's(s') agreed upon duty/obligation as set, established, and agreed upon within this Conditional Acceptance for Value and counter offer/claim for Proof of Claim and thereby create/cause a "breach" of said contractually binding agreement on the part of the Respondent(s), Respondent(s) is hereby; and hereina, NOTICED that if this waiver of said Copyright is not liberal, NOR extensive enough, to allow for the Respondent(s) to specifically perform all duties/obligations as set, established, and agreed upon within the Conditional Acceptance for Value and counter offer/claim for Proof of Claim: Respondent(s) may; in "good faith" and NOT in fraud of the Undersigned, take all needed and required liberties with said Copyright and this waiver in order to fulfill and accomplish Respondent's(s') duties/obligations set, established, and agreed upon between the parties to this agreement.

Exhibits/Evidence - J2

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31

JANUARY  
2019 ①

by

8:00pm ①

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2019 ①

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February 1, 2019 at 5:11 am  
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February 1, 2019 at 9:17 am  
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31 JANUARY 2019 ⓘ by 8:00pm ⓘ

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January 31, 2019 at 10:15 am  
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COLUMBIA, SC 29210

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MONDAY

**4** FEBRUARY 2019 ⓘ by **8:00pm** ⓘ

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✓ **Delivered**February 4, 2019 at 11:02 am  
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WASHINGTON, DC 20543

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COLUMBIA, SC 29201

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**SATURDAY**

**2** FEBRUARY 2019 ① by **8:00pm** ①

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February 2, 2019 at 8:08 am  
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CHARLOTTE, NC 28255

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**FRIDAY**

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February 1, 2019 at 11:35 am  
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**FRIDAY**

**1** FEBRUARY 2019 ⓘ by **8:00pm** ⓘ

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February 1, 2019 at 9:21 am  
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COLUMBIA, SC 29201

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**FRIDAY**

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February 1, 2019 at 1:38 pm  
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CHARLESTON, SC 29401

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Your item was delivered at 4:13 am on February 5, 2019 in WASHINGTON, DC 20220.

✓ **Delivered**

February 5, 2019 at 4:13 am  
Delivered  
WASHINGTON, DC 20220

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Your item was delivered at 6:05 am on February 5, 2019 in WASHINGTON, DC 20530.

 **Delivered**February 5, 2019 at 6:05 am  
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WASHINGTON, DC 20530[See More](#) ▼**Tracking Number:** 9505510545839031434400[Remove](#) X**Expected Delivery on****FRIDAY****1** FEBRUARY 2019 ① by 8:00pm ①

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COLUMBIA, SC 29211[See More](#) ▼[Remove](#) X

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Exhibits/Evidence - J2

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THURSDAY

21

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2019 ①

by

8:00pm ①

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 **Delivered**

February 21, 2019 at 1:23 pm  
Delivered, To Agent  
WASHINGTON, DC 20250

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**Text & Email Updates** ▾

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**Tracking History** ^

February 21, 2019, 1:23 pm

Delivered, To Agent

WASHINGTON, DC 20250

Your item has been delivered to an agent at 1:23 pm on February 21, 2019 in WASHINGTON, DC 20250.

February 21, 2019, 11:18 am

Delivery Attempted - No Access to Delivery Location

WASHINGTON, DC 20250

February 21, 2019, 7:32 am

Arrived at Unit

WASHINGTON, DC 20018

February 20, 2019

In Transit to Next Facility

February 16, 2019, 2:34 pm

USPS picked up item

SUMMERVILLE, SC 29485

February 16, 2019, 11:54 am

Acceptance

SUMMERVILLE, SC 29485

Feedback

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**Product Information** ▾

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Exhibits/Evidence - J2

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**FRIDAY**

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**1** FEBRUARY 2019 ⓘ by **8:00pm** ⓘ

✓ **Delivered**

February 1, 2019 at 1:25 pm  
Delivered, In/At Mailbox  
MOUNT PLEASANT, SC 29464

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**FRIDAY**

**1** FEBRUARY 2019 ⓘ by **8:00pm** ⓘ

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February 1, 2019 at 8:38 am  
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**NOTICE OF FAULT IN DISHONOR**

(Opportunity to Cure)

Exhibits/Evidence - J3

**SERVED OR PRESENTED via the: UNITED STATES POSTAL SERVICE  
by the UNITED STATES POST OFFICE via First Class Postage Prepaid**

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Notice date: February 5, 2019  
Claimant(s): Nelson L. Bruce  
144 Pavilion Street  
Summerville, South Carolina 29483  
Respondent(s): Dorchester County Courthouse  
Common Pleas/Civil/Circuit Court - c/o Judge Diane S. Goodstein  
5200 E. Jim Bilton Boulevard, Saint George, South Carolina 29477  
Reference: Agreement/Contract No.: 2019-0108BRUCWSFCM-S12389981-5577899811°  
Addendum to Agreement/Contract I.D. #: ADDEN1-2019-0130BRUCWSFCM-S4451°  
Case No.(s): 2016CP1801678 ; 2016LP1800400

This communication is to inform you that you are in default of the agreement, and as per the terms of the agreement to which you have not complied with, you have consented and agreed to all the terms and conditions contained therein including but not limited to the **"SELF-EXECUTING IRREVOCABLE DURABLE POWER OF ATTORNEY COUPLED WITH INTEREST."**

If you did not receive a copy of the original contract communication and or the original addendum to contract in the form of the original contract communication, and were not aware of its existence, you have three (3) days, (72) hours in which to provide proof of such non-receipt, this is a good faith effort in providing you with an opportunity to cure your default. The contractual agreement includes as an exclusive remedy arbitration, this remedy is only available respecting the issue of default, whereby you prove based on a preponderance of evidence that you had not received a copy of the original contract communication and or the original addendum to contract in the form of the original contract communication which includes the **"SELF-EXECUTING IRREVOCABLE DURABLE POWER OF ATTORNEY COUPLED WITH INTEREST."** By the way, you cannot provide proof because included with this notice is proof that it was sent out and delivered.

You may or may not be aware, that all the elements of a contract having been met, that the original contract communication and or the original addendum to contract in the form of the original contract communication which includes the **"SELF-EXECUTING IRREVOCABLE DURABLE POWER OF ATTORNEY COUPLED WITH INTEREST,"** supersedes any and all previous contracts between the parties, and is a legally binding contractual obligation upon all parties associated thereto.

This is a legal communication, you are to take legal/judicial/special/exceptional notice as there may be dire and irreparable consequences that may affect you individually, professionally, legally, corporately.

The three (3) day, (72) hour timeframe commences upon receipt of this notification, and is only applicable within the confines of the original contract communication and or the original addendum to contract in the form of the original contract communication which includes the **"SELF-EXECUTING IRREVOCABLE DURABLE POWER OF ATTORNEY COUPLED WITH INTEREST,"** terms of agreement.

Thank you for your consideration....

Of this presentment take due Notice and heed, and govern yourself accordingly.

**NOTICE TO AGENT IS NOTICE TO PRINCIPLE AND VICE VERSA**

Sincerely,

Without Recourse

Nelson L. Bruce 2-5-2019  
Nelson L. Bruce a Natural Man Date:

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FILED-RECORDED  
2019 FEB 07 PM 16:23  
CLERK OF COURT  
DORCHESTER COUNTY  
SOUTH CAROLINA



**NOTICE OF FAULT IN DISHONOR**

(Opportunity to Cure)

Exhibits/Evidence - J3

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Notice date: February 6, 2019  
Claimant(s): Nelson L. Bruce  
144 Pavilion Street  
Summerville, South Carolina 29483  
Respondent(s): the District Court of the United States  
Charleston Division/Civil  
85 Broad Street, Charleston, South Carolina 29401  
Reference: Agreement/Contract No.: 2019-0108BRUCWSFCM-S12389981-55778998110  
Addendum to Agreement/Contract I.D. #: ADDEN1-2019-0130BRUCWSFCM-S44510

This communication is to inform you that you are in default of the agreement, and as per the terms of the agreement to which you have not complied with, you have consented and agreed to all the terms and conditions contained therein including but not limited to the **"SELF-EXECUTING IRREVOCABLE DURABLE POWER OF ATTORNEY COUPLED WITH INTEREST."**

If you did not receive a copy of the original contract communication and or the original addendum to contract in the form of the original contract communication, and were not aware of its existence, you have three (3) days, (72) hours in which to provide proof of such non-receipt, this is a good faith effort in providing you with an opportunity to cure your default. The contractual agreement includes as an exclusive remedy arbitration, this remedy is only available respecting the issue of default, whereby you prove based on a preponderance of evidence that you had not received a copy of the original contract communication and or the original addendum to contract in the form of the original contract communication which includes the **"SELF-EXECUTING IRREVOCABLE DURABLE POWER OF ATTORNEY COUPLED WITH INTEREST."** By the way, you cannot provide proof because included with this notice is proof that it was sent out and delivered.

You may or may not be aware, that all the elements of a contract having been met, that the original contract communication and or the original addendum to contract in the form of the original contract communication which includes the **"SELF-EXECUTING IRREVOCABLE DURABLE POWER OF ATTORNEY COUPLED WITH INTEREST,"** supersedes any and all previous contracts between the parties, and is a legally binding contractual obligation upon all parties associated thereto.

This is a legal communication, you are to take legal/judicial/special/exceptional notice as there may be dire and irreparable consequences that may affect you individually, professionally, legally, corporately.

The three (3) day, (72) hour timeframe commences upon receipt of this notification, and is only applicable within the confines of the original contract communication and or the original addendum to contract in the form of the original contract communication which includes the **"SELF-EXECUTING IRREVOCABLE DURABLE POWER OF ATTORNEY COUPLED WITH INTEREST,"** terms of agreement.

Thank you for your consideration....

Of this presentment take due Notice and heed, and govern yourself accordingly.

**NOTICE TO AGENT IS NOTICE TO PRINCIPLE AND VICE VERSA**

Sincerely,

Without Recourse

*Nelson L. Bruce* 2-6-2019  
Nelson L. Bruce a Natural Man Date:

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**NOTICE OF DEFAULT IN DISHONOR**

**SERVED OR PRESENTED via the: UNITED STATES POSTAL SERVICE  
by the UNITED STATES POST OFFICE via First Class Postage Prepaid**

**Exhibits/Evidence - J3**

Notice date: February 12, 2019

Claimant(s): Nelson L. Bruce  
144 Pavilion Street  
Summerville, South Carolina [29483]

Respondent(s): Dorchester County Courthouse  
Common Pleas/Civil/Circuit Court - c/o Judge Diane S. Goodstein  
5286 E. Jim Bilton Boulevard, Saint George, South Carolina 29477

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Reference: Agreement/Contract No.: 2019-0108BRUCWSFCM-S12389981-5577899811°  
Addendum to Agreement/Contract I.D. #: ADDEN1-2019-0130BRUCWSFCM-S4451°

This communication is to inform you that you received notification of the requirements to respond within three (3) days, (72) hours as specified in the "Notice of Fault" with proof that you responded to all points of averment or Proof of claims and or proof that you did not any of the referenced communications, we have not received a response from you with such proof, so this notice is to inform you that you are in "default" and we will do this, we will proceed to get a judgment against you through arbitration.

Thank you for your consideration....

Of this presentment take due Notice and heed, and govern yourself accordingly.

**NOTICE TO AGENT IS NOTICE TO PRINCIPLE AND VICE VERSA**

Sincerely,

Without Recourse

*Nelson L. Bruce* 2-12-2019  
Nelson L. Bruce a Natural Man Date:

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**NOTICE OF FAULT IN DISHONOR**  
(Opportunity to Cure)

**SERVED OR PRESENTED via the: UNITED STATES POSTAL SERVICE**  
by the UNITED STATES POST OFFICE via First Class Postage Prepaid

Exhibits/Evidence - J3

Notice date: February 6, 2019

Claimant(s): Nelson L. Bruce  
144 Pavilion Street  
Summerville, South Carolina 29483

Respondent(s): WILMINGTON SAVINGS FUND SOCIETY, FSB  
Attention: Mark A. Turner (CEO)  
500 Delaware Avenue, Wilmington, Delaware 19801

CARRINGTON MORTGAGE SERVICES, LLC  
Attention: Bruce Rose (CEO)  
P.O. Box 5001, Westfield, Indiana 46074

WILMINGTON SAVINGS FUND SOCIETY, FSB  
c/o William S. Koehler - Albertelli Law  
1201 Main Street, Suite 1450, Columbia, SC 29201

BANK OF AMERICA, N.A. (Merged with - Countrywide Bank, FSB)  
c/o BANK OF AMERICA CORPORATION - Brian Moynihan (CEO)  
100 N. Tryon Street, Charlotte, North Carolina 28255

Reference: Agreement/Contract No.: 2019-0108BRUCWSFCM-S12389981-5577899811°  
Addendum to Agreement/Contract I.D. #: ADDEN1-2019-0130BRUCWSFCM-S4451°

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This communication is to inform you that you are in default of the agreement, and as per the terms of the agreement to which you have not complied with, you have consented and agreed to all the terms and conditions contained therein including but not limited to the "SELF-EXECUTING IRREVOCABLE DURABLE POWER OF ATTORNEY COUPLED WITH INTEREST."

If you did not receive a copy of the original contract communication and or the original addendum to contract in the form of the original contract communication, and were not aware of its existence, you have three (3) days, (72) hours in which to provide proof of such non-receipt, this is a good faith effort in providing you with an opportunity to cure your default. The contractual agreement includes as an exclusive remedy arbitration, this remedy is only available respecting the issue of default, whereby you prove based on a preponderance of evidence that you had not received a copy of the original contract communication and or the original addendum to contract in the form of the original contract communication which includes the "SELF-EXECUTING IRREVOCABLE DURABLE POWER OF ATTORNEY COUPLED WITH INTEREST." By the way, you cannot provide proof because included with this notice is proof that it was sent out and delivered.

You may or may not be aware, that all the elements of a contract having been met, that the original contract communication and or the original addendum to contract in the form of the original contract communication which includes the "SELF-EXECUTING IRREVOCABLE DURABLE POWER OF ATTORNEY COUPLED WITH INTEREST," supersedes any and all previous contracts between the parties, and is a legally binding contractual obligation upon all parties associated thereto.

This is a legal communication, you are to take legal/judicial/special/exceptional notice as there may be dire and irreparable consequences that may affect you individually, professionally, legally, corporately.

The three (3) day, (72) hour timeframe commences upon receipt of this notification, and is only applicable within the confines of the original contract communication and or the original addendum to contract in the form of the original contract communication which includes the "SELF-EXECUTING IRREVOCABLE DURABLE POWER OF ATTORNEY COUPLED WITH INTEREST," terms of agreement.

Thank you for your consideration....

Of this presentment take due Notice and heed, and govern yourself accordingly.

**NOTICE TO AGENT IS NOTICE TO PRINCIPLE AND VICE VERSA**

Sincerely,

Without Recourse

*Nelson L. Bruce* 2-6-2019  
Nelson L. Bruce a Natural Man Date:

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**NOTICE OF DEFAULT IN DISHONOR**

**SERVED OR PRESENTED via the: UNITED STATES POSTAL SERVICE**  
**by the UNITED STATES POST OFFICE via First Class Postage Prepaid**

Exhibits/Evidence - J3

Notice date: February 14, 2019

Claimant(s): Nelson L. Bruce  
144 Pavilion Street  
Summerville, South Carolina 29483

Respondent(s): the District Court of the United States  
Charleston Division/Civil  
85 Broad Street, Charleston, South Carolina 29401

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Reference: Agreement/Contract No.: 2019-0108BRUCWSFCM-S12389981- 5577899811°  
Addendum to Agreement/Contract LD. #: ADDEN1-2019-0130BRUCWSFCM-S4451°

This communication is to inform you that you received notification of the requirements to respond within three (3) days, (72) hours as specified in the "Notice of Fault" with proof that you responded to all points of averment or Proof of claims and or proof that you did not receive any of the referenced communications, we have not received a response from you with such proof, so this notice is to inform you that you again that you are in "default" and we will do this, we will proceed to get a judgment against you through arbitration.

Thank you for your consideration....

Of this presentment take due Notice and heed, and govern yourself accordingly.

**NOTICE TO AGENT IS NOTICE TO PRINCIPLE AND VICE VERSA**

Sincerely,

Without Recourse

Nelson L. Bruce 2-14-19  
Nelson L. Bruce a Natural Man Date:

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**NOTICE OF FAULT IN DISHONOR**  
(Opportunity to Cure)  
**SERVED OR PRESENTED via the: UNITED STATES POSTAL SERVICE**  
**by the UNITED STATES POST OFFICE via First Class Postage Prepaid**

Exhibits/Evidence - J3

Notice date: February 9, 2019  
Claimant(s): Nelson L. Bruce  
144 Pavilion Street  
Summerville, South Carolina 29483  
Respondent(s): the South Carolina Supreme Court  
Chief Justice Donald W. Beatty  
1231 Gervais Street, Columbia, South Carolina 29201  
Reference: Agreement/Contract No.: 2019-0108BRUCWSFCM-S12389981-55778998111°  
Addendum to Agreement/Contract LD. #: ADDEN1-2019-0130BRUCWSFCM-S4451°

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This communication is to inform you that you are in default of the agreement, and as per the terms of the agreement to which you have not complied with, you have consented and agreed to all the terms and conditions contained therein including but not limited to the **"SELF-EXECUTING IRREVOCABLE DURABLE POWER OF ATTORNEY COUPLED WITH INTEREST."**

If you did not receive a copy of the original contract communication and or the original addendum to contract in the form of the original contract communication, and were not aware of its existence, you have three (3) days, (72) hours in which to provide proof of such non-receipt, this is a good faith effort in providing you with an opportunity to cure your default. The contractual agreement includes as an exclusive remedy arbitration, this remedy is only available respecting the issue of default, whereby you prove based on a preponderance of evidence that you had not received a copy of the original contract communication and or the original addendum to contract in the form of the original contract communication which includes the **"SELF-EXECUTING IRREVOCABLE DURABLE POWER OF ATTORNEY COUPLED WITH INTEREST."** By the way, you cannot provide proof because included with this notice is proof that it was sent out and delivered.

You may or may not be aware, that all the elements of a contract having been met, that the original contract communication and or the original addendum to contract in the form of the original contract communication which includes the **"SELF-EXECUTING IRREVOCABLE DURABLE POWER OF ATTORNEY COUPLED WITH INTEREST,"** supersedes any and all previous contracts between the parties, and is a legally binding contractual obligation upon all parties associated thereto.

This is a legal communication, you are to take legal/judicial/special/exceptional notice as there may be dire and irreparable consequences that may affect you individually, professionally, legally, corporately.

The three (3) day, (72) hour timeframe commences upon receipt of this notification, and is only applicable within the confines of the original contract communication and or the original addendum to contract in the form of the original contract communication which includes the **"SELF-EXECUTING IRREVOCABLE DURABLE POWER OF ATTORNEY COUPLED WITH INTEREST,"** terms of agreement.

Thank you for your consideration....

Of this presentment take due Notice and heed, and govern yourself accordingly.

**NOTICE TO AGENT IS NOTICE TO PRINCIPLE AND VICE VERSA**

Sincerely,

Without Recourse

*Nelson L. Bruce 2-9-2019*  
Nelson L. Bruce a Natural Man Date:

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**NOTICE OF DEFAULT IN DISHONOR**

**SERVED OR PRESENTED via the: UNITED STATES POSTAL SERVICE  
by the UNITED STATES POST OFFICE via First Class Postage Prepaid**

Exhibits/Evidence - J3

Notice date: February 19, 2019

Claimant(s): Nelson L. Bruce  
144 Pavilion Street  
Summerville, South Carolina 29483

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Respondent(s): WILMINGTON SAVINGS FUND SOCIETY, FSB  
Attention: Mark A. Turner (CEO)  
500 Delaware Avenue, Wilmington, Delaware 19801  
CARRINGTON MORTGAGE SERVICES, LLC  
Attention: Bruce Rose (CEO)  
P.O. Box 5001, Westfield, Indiana 46074

WILMINGTON SAVINGS FUND SOCIETY, FSB  
c/o William S. Koehler - Albertz Law  
1201 Main Street, Suite 1450, Columbia, SC 29201  
BANK OF AMERICA, N.A. (Merged with - Countrywide Bank, FSB)  
c/o BANK OF AMERICA CORPORATION - Brian Moynihan (CEO)  
100 N. Tryon Street, Charlotte, North Carolina 28255

Reference: Agreement/Contract No.: 2019-0108BRUCWSFCM-S12389981-55778998111°  
Addendum to Agreement/Contract I.D. #: ADDEN1-2019-0130BRUCWSFCM-S4451°

This communication is to inform you that you received notification of the requirements to respond within three (3) days, (72) hours as specified in the "Notice of Fault" with proof that you responded to all points of averment or Proof of claims and or proof that you did not receive any of the referenced communications, we have not received a response from you with such proof, so this notice is to inform you again that you are in "default" and we will do this, we will proceed to get a judgment against you through arbitration.

Thank you for your consideration....

Of this presentment take due Notice and heed, and govern yourself accordingly.

**NOTICE TO AGENT IS NOTICE TO PRINCIPLE AND VICE VERSA**

Sincerely,

Without Recourse

Nelson L. Bruce 2-19-19  
Nelson L. Bruce a Natural Man Date:

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**NOTICE OF FAULT IN DISHONOR**

(Opportunity to Cure)

Exhibits/Evidence - J3

**SERVED OR PRESENTED via the: UNITED STATES POSTAL SERVICE  
by the UNITED STATES POST OFFICE via First Class Postage Prepaid**

Notice date: February 9, 2019  
Claimant(s): Nelson L. Bruce  
144 Pavilion Street  
Summerville, South Carolina 29483  
Respondent(s): State of South Carolina Attorney General's Office  
Attorney General Alan Wilson  
P.O. Box 11549, Columbia, SC 29211  
Reference: Agreement/Contract No.: 2019-0108BRUCWSFCM-S12389981-5577899811°  
Addendum to Agreement/Contract I.D. #: ADDEN1-2019-0130BRUCWSFCM-S4451°

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This communication is to inform you that you are in default of the agreement, and as per the terms of the agreement to which you have not complied with, you have consented and agreed to all the terms and conditions contained therein including but not limited to the **"SELF-EXECUTING IRREVOCABLE DURABLE POWER OF ATTORNEY COUPLED WITH INTEREST."**

If you did not receive a copy of the original contract communication and or the original addendum to contract in the form of the original contract communication, and were not aware of its existence, you have three (3) days, (72) hours in which to provide proof of such non-receipt, this is a good faith effort in providing you with an opportunity to cure your default. The contractual agreement includes as an exclusive remedy arbitration, this remedy is only available respecting the issue of default, whereby you prove based on a preponderance of evidence that you had not received a copy of the original contract communication and or the original addendum to contract in the form of the original contract communication which includes the **"SELF-EXECUTING IRREVOCABLE DURABLE POWER OF ATTORNEY COUPLED WITH INTEREST."** By the way, you cannot provide proof because included with this notice is proof that it was sent out and delivered.

You may or may not be aware, that all the elements of a contract having been met, that the original contract communication and or the original addendum to contract in the form of the original contract communication which includes the **"SELF-EXECUTING IRREVOCABLE DURABLE POWER OF ATTORNEY COUPLED WITH INTEREST,"** supersedes any and all previous contracts between the parties, and is a legally binding contractual obligation upon all parties associated thereto.

This is a legal communication, you are to take legal/judicial/special/exceptional notice as there may be dire and irreparable consequences that may affect you individually, professionally, legally, corporately.

The three (3) day, (72) hour timeframe commences upon receipt of this notification, and is only applicable within the confines of the original contract communication and or the original addendum to contract in the form of the original contract communication which includes the **"SELF-EXECUTING IRREVOCABLE DURABLE POWER OF ATTORNEY COUPLED WITH INTEREST,"** terms of agreement.

Thank you for your consideration....

Of this presentment take due Notice and heed, and govern yourself accordingly.

**NOTICE TO AGENT IS NOTICE TO PRINCIPLE AND VICE VERSA**

Sincerely,

Without Recourse

Nelson L. Bruce 2-9-2019  
Nelson L. Bruce a Natural Man Date:

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**NOTICE OF DEFAULT IN DISHONOR**

**SERVED OR PRESENTED via the: UNITED STATES POSTAL SERVICE  
by the UNITED STATES POST OFFICE via First Class Postage Prepaid**

Exhibits/Evidence - J3

Notice date: February 19, 2019

Claimant(s): Nelson L. Bruce  
144 Pavilion Street  
Summerville, South Carolina 29483

Page | 92 Respondent(s): the South Carolina Supreme Court  
ATTENTION: Chief Justice Donald W. Beatty  
1231 Gervais Street, Columbia, SC 29201

Reference: Agreement/Contract No.: 2019-0108BRUCWSFCM-S12389981-5577899811°  
Addendum to Agreement/Contract I.D. #: ABBEN1-2019-0130BRUCWSFCM-S4451°

This communication is to inform you that you received notification of the requirements to respond within three (3) days, (72) hours as specified in the "Notice of Fault" with proof that you responded to all points of averment or Proof of claims and or proof that you did not receive any of the referenced communications, we have not received a response from you with such proof, so this notice is to inform you again that you are in "default" and we will do this, we will proceed to get a judgment against you through arbitration.

Thank you for your consideration....

Of this presentment take due Notice and heed, and govern yourself accordingly.

**NOTICE TO AGENT IS NOTICE TO PRINCIPLE AND VICE VERSA**

Sincerely,

Without Recourse

Nelson L. Bruce 2-19-19  
Nelson L. Bruce a Natural Man Date:

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**NOTICE OF FAULT IN DISHONOR**

(Opportunity to Cure)

Exhibits/Evidence - J3

**SERVED OR PRESENTED via the: UNITED STATES POSTAL SERVICE  
by the UNITED STATES POST OFFICE via First Class Postage Prepaid**

Notice date: February 9, 2019

Claimant(s): Nelson L. Bruce  
144 Pavilion Street  
Summerville, South Carolina 29483

Respondent(s): South Carolina Housing Trust Fund  
SC Housing Corp  
c/o Tracey C. Easton  
300-C Outlet Points Blvd., Columbia, SC 29210

Reference: Agreement/Contract No.: 2019-0108BRUCWSFCM-S12389981-5577899811°  
Addendum to Agreement/Contract LD. #: ADDEN1-2019-0130BRUCWSFCM-S4451°

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This communication is to inform you that you are in default of the agreement, and as per the terms of the agreement to which you have not complied with, you have consented and agreed to all the terms and conditions contained therein including but not limited to the **"SELF-EXECUTING IRREVOCABLE DURABLE POWER OF ATTORNEY COUPLED WITH INTEREST."**

If you did not receive a copy of the original contract communication and or the original addendum to contract in the form of the original contract communication, and were not aware of its existence, you have three (3) days, (72) hours in which to provide proof of such non-receipt, this is a good faith effort in providing you with an opportunity to cure your default. The contractual agreement includes as an exclusive remedy arbitration, this remedy is only available respecting the issue of default, whereby you prove based on a preponderance of evidence that you had not received a copy of the original contract communication and or the original addendum to contract in the form of the original contract communication which includes the **"SELF-EXECUTING IRREVOCABLE DURABLE POWER OF ATTORNEY COUPLED WITH INTEREST."** By the way, you cannot provide proof because included with this notice is proof that it was sent out and delivered.

You may or may not be aware, that all the elements of a contract having been met, that the original contract communication and or the original addendum to contract in the form of the original contract communication which includes the **"SELF-EXECUTING IRREVOCABLE DURABLE POWER OF ATTORNEY COUPLED WITH INTEREST,"** supersedes any and all previous contracts between the parties, and is a legally binding contractual obligation upon all parties associated thereto.

This is a legal communication, you are to take legal/judicial/special/exceptional notice as there may be dire and irreparable consequences that may affect you individually, professionally, legally, corporately.

The three (3) day, (72) hour timeframe commences upon receipt of this notification, and is only applicable within the confines of the original contract communication and or the original addendum to contract in the form of the original contract communication which includes the **"SELF-EXECUTING IRREVOCABLE DURABLE POWER OF ATTORNEY COUPLED WITH INTEREST,"** terms of agreement.

Thank you for your consideration....

Of this presentment take due Notice and heed, and govern yourself accordingly.

**NOTICE TO AGENT IS NOTICE TO PRINCIPLE AND VICE VERSA**

Sincerely,

Without Recourse

*Nelson L. Bruce* 2-9-2019  
Nelson L. Bruce a Natural Man Date:

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**NOTICE OF DEFAULT IN DISHONOR**

**SERVED OR PRESENTED via the: UNITED STATES POSTAL SERVICE  
by the UNITED STATES POST OFFICE via First Class Postage Prepaid**

Exhibits/Evidence - J3

Notice date: February 19, 2019

Claimant(s): Nelson L. Bruce  
144 Pavilion Street  
Summerville, South Carolina 29483

Respondent(s): State of South Carolina Attorney General's Office  
Attorney General Alan Wilson  
P.O. Box 11549, Columbia, South Carolina 29211

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Reference: Agreement/Contract No.: 2019-0108BRUCWSFCM-S12389981-5577899811°  
Addendum to Agreement/Contract LD. #: ADDEN1-2019-0130BRUCWSFCM-S4451°

This communication is to inform you that you received notification of the requirements to respond within three (3) days, (72) hours as specified in the "Notice of Fault" with proof that you responded to all points of averment or Proof of claims and or proof that you did not receive any of the referenced communications, we have not received a response from you with such proof, so this notice is to inform you again that you are in "default" and we will do this, we will proceed to get a judgment against you through arbitration.

Thank you for your consideration....

Of this presentment take due Notice and heed, and govern yourself accordingly.

**NOTICE TO AGENT IS NOTICE TO PRINCIPLE AND VICE VERSA**

Sincerely,

Without Recourse

Nelson L. Bruce 2-19-19  
Nelson L. Bruce a Natural Man Date:

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**NOTICE OF FAULT IN DISHONOR**  
(Opportunity to Cure)

**SERVED OR PRESENTED via the: UNITED STATES POSTAL SERVICE**  
**by the UNITED STATES POST OFFICE via First Class Postage Prepaid**

Exhibits/Evidence - J3

Notice date: February 13, 2019  
Claimant(s): Nelson L. Bruce  
144 Pavilion Street  
Summerville, South Carolina 29483  
Respondent(s): South Carolina House of Representatives  
South Carolina Legislative Council and/or their assigns  
Attention: Mandy W. Kimmons  
310A Blatt Building, 1105 Pendleton Street, Columbia, South Carolina 29201  
Reference: Agreement/Contract No.: 2019-0168BRUCWSFCM-S12389981-55778998111°  
Addendum to Agreement/Contract I.D. #: ADDEN1-2019-0130BRUCWSFCM-S4451°

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This communication is to inform you that you are in default of the agreement, and as per the terms of the agreement to which you have not complied with, you have consented and agreed to all the terms and conditions contained therein including but not limited to the **"SELF-EXECUTING IRREVOCABLE DURABLE POWER OF ATTORNEY COUPLED WITH INTEREST."**

If you did not receive a copy of the original contract communication and or the original addendum to contract in the form of the original contract communication, and were not aware of its existence, you have three (3) days, (72) hours in which to provide proof of such non-receipt, this is a good faith effort in providing you with an opportunity to cure your default. The contractual agreement includes as an exclusive remedy arbitration, this remedy is only available respecting the issue of default, whereby you prove based on a preponderance of evidence that you had not received a copy of the original contract communication and or the original addendum to contract in the form of the original contract communication which includes the **"SELF-EXECUTING IRREVOCABLE DURABLE POWER OF ATTORNEY COUPLED WITH INTEREST."** By the way, you cannot provide proof because included with this notice is proof that it was sent out and delivered. We have not received a response from you, if you do not provide such proof of non-receipt or provide proof that you have indeed responded to each and every point of averment or proof of claim within the 10 day allotted time or within the additional three (3) days, (72) hours specified in the Addendum, within the 3 days as referenced above pertaining to this notice, you will be in **"default"** and we will do this, we will proceed to get a judgment against you through arbitration.

You may or may not be aware, that all the elements of a contract having been met, that the original contract communication and or the original addendum to contract in the form of the original contract communication which includes the **"SELF-EXECUTING IRREVOCABLE DURABLE POWER OF ATTORNEY COUPLED WITH INTEREST,"** supersedes any and all previous contracts between the parties, and is a legally binding contractual obligation upon all parties associated thereto.

This is a legal communication, you are to take legal/judicial/special/exceptional notice as there may be dire and irreparable consequences that may affect you individually, professionally, legally, corporately.

The three (3) day, (72) hour timeframe commences upon receipt of this notification, and is only applicable within the confines of the original contract communication and or the original addendum to contract in the form of the original contract communication which includes the **"SELF-EXECUTING IRREVOCABLE DURABLE POWER OF ATTORNEY COUPLED WITH INTEREST,"** terms of agreement.

Thank you for your consideration....

Of this presentment take due Notice and heed, and govern yourself accordingly.

**NOTICE TO AGENT IS NOTICE TO PRINCIPLE AND VICE VERSA**

Sincerely,

Without Recourse

*Nelson L. Bruce 2-13-19*  
Nelson L. Bruce a Natural Man Date:

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**NOTICE OF DEFAULT IN DISHONOR**

**SERVED OR PRESENTED via the: UNITED STATES POSTAL SERVICE  
by the UNITED STATES POST OFFICE via First Class Postage Prepaid**

Exhibits/Evidence - J3

Notice date: February 15, 2019

Claimant(s): Nelson L. Bruce  
144 Pavilion Street  
Summerville, South Carolina [29483]

Respondent(s): South Carolina Housing Trust Fund  
SC Housing Corp  
c/o Tracey C. Easton  
300-C Outlet Points Blvd.  
Columbia, South Carolina 29210

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Reference: Agreement/Contract No.: 2019-0108BRUCWSFCM-812389981-5577899811°  
Addendum to Agreement/Contract I.D. #: ADDEN1-2019-0130BRUCWSFCM-S4451°

This communication is to inform you that you received notification of the requirements to respond within three (3) days, (72) hours as specified in the "Notice of Fault" with proof that you responded to all points of averment or Proof of claims and or proof that you did not receive any of the referenced communications, we have not received a response from you with such proof, so this notice is to inform you that you again that you are in "default" and we will do this, we will proceed to get a judgment against you through arbitration.

Thank you for your consideration....

Of this presentment take due Notice and heed, and govern yourself accordingly.

**NOTICE TO AGENT IS NOTICE TO PRINCIPLE AND VICE VERSA**

Sincerely,

Without Recourse

Nelson L. Bruce 2-15-19  
Nelson L. Bruce a Natural Man Date:

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**NOTICE OF FAULT IN DISHONOR**  
(Opportunity to Cure)  
**SERVED OR PRESENTED via the: UNITED STATES POSTAL SERVICE**  
**by the UNITED STATES POST OFFICE via First Class Postage Prepaid**

Exhibits/Evidence - J3

Notice date: February 13, 2019

Claimant(s): Nelson L. Bruce  
144 Pavilion Street  
Summerville, South Carolina 29483

Respondent(s): United States House of Representatives  
Attention: Joe Cunningham  
530 Johanne Dodds Blvd, Suite 201, Mt. Pleasant, SC 29464

Reference: Agreement/Contract No.: 2019-0108BRUCWSFCM-S12389981-5577899811°  
Addendum to Agreement/Contract I.D. #: ADDEN1-2019-0130BRUCWSFCM-S4451°

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This communication is to inform you that you are in default of the agreement, and as per the terms of the agreement to which you have not complied with, you have consented and agreed to all the terms and conditions contained therein including but not limited to the **"SELF-EXECUTING IRREVOCABLE DURABLE POWER OF ATTORNEY COUPLED WITH INTEREST."**

If you did not receive a copy of the original contract communication and or the original addendum to contract in the form of the original contract communication, and were not aware of its existence, you have three (3) days, (72) hours in which to provide proof of such non-receipt, this is a good faith effort in providing you with an opportunity to cure your default. The contractual agreement includes as an exclusive remedy arbitration, this remedy is only available respecting the issue of default, whereby you prove based on a preponderance of evidence that you had not received a copy of the original contract communication and or the original addendum to contract in the form of the original contract communication which includes the **"SELF-EXECUTING IRREVOCABLE DURABLE POWER OF ATTORNEY COUPLED WITH INTEREST."** By the way, you cannot provide proof because included with this notice is proof that it was sent out and delivered. We have not received a response from you, if you do not provide such proof of non-receipt or provide proof that you have indeed responded to each and every point of averment or proof of claim within the 10 day allotted time or within the additional three (3) days, (72) hours specified in the Addendum, within the 3 days as referenced above pertaining to this notice, you will be in "default" and we will do this, we will proceed to get a judgment against you through arbitration.

You may or may not be aware, that all the elements of a contract having been met, that the original contract communication and or the original addendum to contract in the form of the original contract communication which includes the **"SELF-EXECUTING IRREVOCABLE DURABLE POWER OF ATTORNEY COUPLED WITH INTEREST,"** supersedes any and all previous contracts between the parties, and is a legally binding contractual obligation upon all parties associated thereto.

This is a legal communication, you are to take legal/judicial/special/exceptional notice as there may be dire and irreparable consequences that may affect you individually, professionally, legally, corporately.

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Thank you for your consideration....

Of this presentment take due Notice and heed, and govern yourself accordingly.

**NOTICE TO AGENT IS NOTICE TO PRINCIPLE AND VICE VERSA**

Sincerely,

Without Recourse

*Nelson L. Bruce* 2-13-19  
Nelson L. Bruce a Natural Man Date:

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**NOTICE OF FAULT IN DISHONOR**

(Opportunity to Cure)

**SERVED OR PRESENTED via the: UNITED STATES POSTAL SERVICE  
by the UNITED STATES POST OFFICE via First Class Postage Prepaid**

Exhibits/Evidence - J3

Notice date: February 13, 2019

Claimant(s): Nelson L. Bruce  
144 Pavilion Street  
Summerville, South Carolina 29483

Respondent(s): the South Carolina State Treasurer  
OFFICE OF THE STATE TREASURER and or their assigns  
Attention: State Treasurer Curtis M. Loftis, Jr.  
1206 Senate Street, Suite 214, Wade Hampton Building, Columbia, South Carolina 29201

Reference: Agreement/Contract No.: 2019-0108BRUCWSFCM-S412389981-5577899811°  
Addendum to Agreement/Contract I.D. #: ADDEN1-2019-0130BRUCWSFCM-S4451°

Page | 98

This communication is to inform you that you are in default of the agreement, and as per the terms of the agreement to which you have not complied with, you have consented and agreed to all the terms and conditions contained therein including but not limited to the **"SELF-EXECUTING IRREVOCABLE DURABLE POWER OF ATTORNEY COUPLED WITH INTEREST."**

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Thank you for your consideration....

Of this presentment take due Notice and heed, and govern yourself accordingly.

**NOTICE TO AGENT IS NOTICE TO PRINCIPLE AND VICE VERSA**

Sincerely,

Without Recourse

*Nelson L. Bruce* 2-13-19  
Nelson L. Bruce a Natural Man Date:

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**NO CURE OF FAULT IN DISHONOR**  
(Opportunity to Cure)  
**SERVED OR PRESENTED via the: UNITED STATES POSTAL SERVICE**  
**by the UNITED STATES POST OFFICE via First Class Postage Prepaid**

Exhibits/Evidence - J3

Notice date: February 16, 2019

Claimant(s): Nelson L. Bruce  
144 Pavilion Street  
Summerville, South Carolina [29483]

Respondent(s): the United States Supreme Court  
Attention: chief justice John Glover Roberts Jr.  
1 First St NE, Washington, DC 20543

Reference: Agreement/Contract No.: 2019-0108BRUCWSFCM-S12389981-5577899811°  
Addendum to Agreement/Contract I.D. #: ADDEN1-2019-0130BRUCWSFCM-S4451°

Page | 99

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Thank you for your consideration...

Of this presentment take due Notice and heed, and govern yourself accordingly.

**NOTICE TO AGENT IS NOTICE TO PRINCIPLE AND VICE VERSA**

Sincerely,

Without Recourse

Nelson L. Bruce 2-16-19  
Nelson L. Bruce a Natural Man Date:

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NOTICE OF FAULT IN DISHONOR  
(Opportunity to Cure)

SERVED OR PRESENTED via the: UNITED STATES POSTAL SERVICE  
by the UNITED STATES POST OFFICE via First Class Postage Prepaid

Exhibits/Evidence - J3

Notice date: February 13, 2019

Claimant(s): Nelson L. Bruce  
144 Pavilion Street  
Summerville, South Carolina 29483

Respondent(s): GOVERNOR OF THE STATE OF SOUTH CAROLINA  
The Honorable Henry McMaster  
State House  
1100 Gervais Street, Columbia, South Carolina 29204

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Reference: Agreement/Contract No.: 2019-0108BRUCWSFCM-812389981-5577899811°  
Addendum to Agreement/Contract LD. #: ADDEN1-2019-0130BRUCWSFCM-S4451°

This communication is to inform you that you are in default of the agreement, and as per the terms of the agreement to which you have not complied with, you have consented and agreed to all the terms and conditions contained therein including but not limited to the "SELF-EXECUTING IRREVOCABLE DURABLE POWER OF ATTORNEY COUPLED WITH INTEREST."

If you did not receive a copy of the original contract communication and or the original addendum to contract in the form of the original contract communication, and were not aware of its existence, you have three (3) days, (72) hours in which to provide proof of such non-receipt, this is a good faith effort in providing you with an opportunity to cure your default. The contractual agreement includes as an exclusive remedy arbitration, this remedy is only available respecting the issue of default, whereby you prove based on a preponderance of evidence that you had not received a copy of the original contract communication and or the original addendum to contract in the form of the original contract communication which includes the "SELF-EXECUTING IRREVOCABLE DURABLE POWER OF ATTORNEY COUPLED WITH INTEREST." By the way, you cannot provide proof because included with this notice is proof that it was sent out and delivered. We have not received a response from you, if you do not provide such proof of non-receipt or provide proof that you have indeed responded to each and every point of averment or proof of claim within the 10 day allotted time or within the additional three (3) days, (72) hours specified in the Addendum, within the 3 days as referenced above pertaining to this notice, you will be in "default" and we will do this, we will proceed to get a judgment against you through arbitration.

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Thank you for your consideration....

Of this presentment take due Notice and heed, and govern yourself accordingly.

NOTICE TO AGENT IS NOTICE TO PRINCIPLE AND VICE VERSA

Sincerely,

Without Recourse

*Nelson L. Bruce* 2-13-19  
Nelson L. Bruce a Natural Man Date:

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NOTICE OF FAULT IN DISHONOR  
(Opportunity to Cure)

SERVED OR PRESENTED via the: UNITED STATES POSTAL SERVICE  
by the UNITED STATES POST OFFICE via First Class Postage Prepaid

Exhibits/Evidence - J3

Notice date: February 16, 2019

Claimant(s): Nelson L. Bruce  
144 Pavilion Street  
Summerville, South Carolina [29483]

Respondent(s): the UNITED STATES OF AMERICA  
UNITED STATES ATTORNEY GENERAL at U.S. Department of Justice  
950 Pennsylvania Avenue, NW Washington, DC 20530-0001

Reference: Agreement/Contract No.: 2019-0108BRUCWSFCM-S12389981-5577899811°  
Addendum to Agreement/Contract I.D. #: ADDEN1-2019-0130BRUCWSFCM-S4451°

Page | 101

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Thank you for your consideration....

Of this presentment take due Notice and heed, and govern yourself accordingly.

NOTICE TO AGENT IS NOTICE TO PRINCIPLE AND VICE VERSA

Sincerely,

Without Recourse

Nelson L. Bruce 2-16-19  
Nelson L. Bruce a Natural Man Date:

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**NOTICE OF FAULT IN DISHONOR**  
(Opportunity to Cure)

**SERVED OR PRESENTED via the: UNITED STATES POSTAL SERVICE**  
**by the UNITED STATES POST OFFICE via First Class Postage Prepaid**

Exhibits/Evidence - J3

Notice date: February 16, 2019

Claimant(s): Nelson L. Bruce  
144 Pavilion Street  
Summerville, South Carolina 29483

Respondent(s): The Treasurer of the United States  
Office of the Treasurer and or their assigns  
1500 Pennsylvania Avenue, NW, Room 2134  
Washington, District of Columbia 20220

Reference: Agreement/Contract No.: 2019-0108BRUCWSFCM-S12389981-55778998111°  
Addendum to Agreement/Contract I.D. #: ADDEN1-2019-0130BRUCWSFCM-S4451°

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Thank you for your consideration....

Of this presentment take due Notice and heed, and govern yourself accordingly.

**NOTICE TO AGENT IS NOTICE TO PRINCIPLE AND VICE VERSA**

Sincerely,

Without Recourse

Nelson L. Bruce 2-16-19  
Nelson L. Bruce a Natural Man Date:

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USPS Tracking®

FAQs > (<https://www.usps.com/faqs/usetracking-faq.htm>)

Exhibits/Evidence - J3

Track Another Package +

Page | 103

Tracking Number: 9505510545829036517246

Remove X

Expected Delivery on

**WEDNESDAY**

**6** FEBRUARY  
2019 ⓘ

between  
**10:20am and 12:20pm ⓘ**

✓ **Delivered**

February 6, 2019 at 11:37 am  
Delivered, Front Desk/Reception/Mail Room  
SAINT GEORGE, SC 29477

Tracking History



Product Information



Feedback

See Less ^

Tracking Number: 9505510545829037518068

Remove X

On Time

Expected Delivery on

**THURSDAY**

**7** FEBRUARY  
2019 ⓘ

by  
**8:00pm ⓘ**

✓ **Delivered**

February 7, 2019 at 1:44 pm  
Delivered, PO Box  
CHARLESTON, SC 29401

See More v

NOT OF FAULT IN DISHONOR

(Opportunity to Cure)

SERVED OR PRESENTED via the: UNITED STATES POSTAL SERVICE  
by the UNITED STATES POST OFFICE via First Class Postage Prepaid  
CERTIFIED MAIL NO.: 7018 0360 0001 0340 6409

Exhibits/Evidence - J3

Notice date: February 25, 2019

Claimant(s): Nelson L. Bruce  
144 Pavilion Street  
Summerville, South Carolina 29483

Respondent(s): the United States Department of Agriculture  
Fiscal Service, Director, Finance Office  
1400 Independence Avenue, SW, Washington, DC 20250

Reference: Agreement/Contract No.: 2019-0108BRUCWSFCM-S12389981-5577899811°  
Addendum to Agreement/Contract I.D. #: ADDEN1-2019-0130BRUCWSFCM-S4451°

Page | 104

This communication is to inform you that you are in default of the agreement, and as per the terms of the agreement to which you have not complied with, you have consented and agreed to all the terms and conditions contained therein including but not limited to the **"SELF-EXECUTING IRREVOCABLE DURABLE POWER OF ATTORNEY COUPLED WITH INTEREST."**

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Thank you for your consideration....

Of this presentment take due Notice and heed, and govern yourself accordingly.

NOTICE TO AGENT IS NOTICE TO PRINCIPLE AND VICE VERSA

Sincerely,

Without Recourse

*Nelson L. Bruce* 2-25-19  
Nelson L. Bruce a Natural Man Date:

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Tracking Number: 9505510545829037518082

Exhibits/Evidence - J3

Remove X

On Time

Expected Delivery on

**FRIDAY**

**8** FEBRUARY 2019 ① by **8:00pm** ①

Page | 105

✓ **Delivered**

February 8, 2019 at 7:40 am  
Delivered, Individual Picked Up at Postal Facility  
WESTFIELD, IN 46074

See More ∨

Tracking Number: 9505510545849038317569

Remove X

Expected Delivery on

**FRIDAY**

**8** FEBRUARY 2019 ① by **8:00pm** ①

Feedback

✓ **Delivered**

February 8, 2019 at 12:56 pm  
Delivered, In/At Mailbox  
COLUMBIA, SC 29201

See More ∨

Remove X

**Tracking Number:** 9505510545829037518051

Exhibits/Evidence - J3

Remove X

Your item has been delivered and is available at a PO Box at 11:00 am on February 15, 2019 in WILMINGTON, DE 19801.

Page | 106

 **Delivered**

February 15, 2019 at 11:00 am  
Delivered, PO Box  
WILMINGTON, DE 19801

See More ▾

**Tracking Number:** 9505510545829037518044

Remove X

**Expected Delivery by**

**FRIDAY**

**8** FEBRUARY 2019 ① by **8:00pm** ②

 **Delivered**

February 8, 2019 at 12:11 pm  
Delivered, Individual Picked Up at Postal Facility  
CHARLOTTE, NC 28255

See More ▾

Feedback

Tracking Number: 9505510545839040439755

Exhibits/Evidence - J3

Expected Delivery by

MONDAY

11

FEBRUARY  
2019 ⓘ

by

8:00pm ⓘ

Page | 107

✓ Delivered

February 11, 2019 at 10:13 am  
Delivered  
COLUMBIA, SC 29211

Get Updates ▼

See More ▼

Tracking Number: 9505510545849045321139

Remove X

Expected Delivery by

SATURDAY

16

FEBRUARY  
2019 ⓘ

by

8:00pm ⓘ

Feedback

✓ Delivered

February 16, 2019 at 8:34 am  
Delivered, In/At Mailbox  
COLUMBIA, SC 29201

Get Updates ▼

See More ▼

Remove X

Tracking Number: 9505510545839040439724

Exhibits/Evidence - J3

On Time

Expected Delivery on

**MONDAY**

**11** FEBRUARY 2019 ⓘ by **8:00pm** ⓘ

Page | 108

✓ **Delivered**

February 11, 2019 at 12:40 pm  
Delivered, Front Desk/Reception/Mail Room  
COLUMBIA, SC 29201

Get Updates ▼

See More ▼

Tracking Number: 9505510545839040439748

Remove X

On Time

Expected Delivery on

**MONDAY**

**11** FEBRUARY 2019 ⓘ by **8:00pm** ⓘ

Feedback

✓ **Delivered**

February 11, 2019 at 11:17 am  
Delivered, Front Desk/Reception/Mail Room  
COLUMBIA, SC 29210

Get Updates ▼

See More ▼

Remove X

Tracking Number: 9505510545849045321160

Exhibits/Evidence - J3

Expected Delivery on

FRIDAY

15

FEBRUARY  
2019 ①

by  
8:00pm ①

Page | 109

✓ Delivered

February 15, 2019 at 11:45 am  
Delivered, Front Desk/Reception/Mail Room  
COLUMBIA, SC 29201

Get Updates ▼

See More ▼

Tracking Number: 9505510545829054527784

Remove X

Your item was delivered at 3:56 am on February 26, 2019 in WASHINGTON, DC 20220.

✓ Delivered

February 26, 2019 at 3:56 am  
Delivered  
WASHINGTON, DC 20220

Get Updates ▼

See More ▼

Feedback

Tracking Number: 9505510545849045321146

Exhibits/Evidence - J3

Expected Delivery on

FRIDAY

**15** FEBRUARY 2019 ① by 8:00pm ①

Page | 110

✓ **Delivered**

February 15, 2019 at 11:25 am  
Delivered, Front Desk/Reception/Mail Room  
COLUMBIA, SC 29201

Get Updates ∨

See More ∨

Tracking Number: 9505510545849045321153

Remove X

Expected Delivery on

FRIDAY

**15** FEBRUARY 2019 ① by 8:00pm ①

Feedback

✓ **Delivered**

February 15, 2019 at 12:25 pm  
Delivered, In/At Mailbox  
MOUNT PLEASANT, SC 29464

Get Updates ∨

See More ∨

Remove X

Tracking Number: 70180360000103406409

Exhibits/Evidence - J3

Expected Delivery on

MONDAY

4 MARCH  
2019 ①by  
8:00pm ①

Page | 111

✓ Delivered

March 4, 2019 at 8:27 am  
Delivered, To Agent  
WASHINGTON, DC 20250

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- Enter USPS Delivery Instructions™ for your mail carrier.

Exhibits/Evidence - J3

Remove X

Tracking Number: 9505510545829054527791

Expected Delivery on

**TUESDAY**

**26** FEBRUARY 2019 ① by **8:00pm** ①

Page | 112

✓ **Delivered**

February 26, 2019 at 5:45 am

Delivered

WASHINGTON, DC 20530

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Tracking Number: 9505510545829054527807

Remove X

On Time

Expected Delivery on

**MONDAY**

**25** FEBRUARY 2019 ① by **8:00pm** ①

Feedback

✓ **Delivered**

February 25, 2019 at 10:56 am

Delivered

WASHINGTON, DC 20543

Get Updates ✓

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Remove X





P.O. Box 5001  
Westfield, IN 46074

FILED-RECORDED

# Monthly Mortgage Statement

Exhibits/Evidence - J4

2019 MAR 29 PM 4:34

0019256 01 AB 0.409 \*\*AUTO T2 0 9492 29483-844444 -C01-P192754

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NELSON L BRUCE  
144 PAVILION ST  
SUMMERVILLE SC 29483-8444



Statement Date 02/18/19  
Account Number 7000124554

**Amount Due \$62,077.58**

Due Date: 03/01/19

If payment is received after 03/16/19, a \$41.34 late fee will be charged.

Contact Us:

800-561-4567 800-486-5134

www.CarringtonMS.com

## Account Information

Property Address:

144 PAVILION STREET  
SUMMERVILLE SC 29483

Interest Rate (Until 02/01/43): 3.875%  
Prepayment Penalty: No  
Modification Date: 02/09/2013  
Maturity Date: 02/01/2043

## DELINQUENCY NOTICE

You are late on your mortgage payments. Failure to bring your loan current may result in fees and foreclosure – the loss of your home. See additional comments related to the Delinquency Box on page 2.

## Explanation of Amount Due

|                              |                    |
|------------------------------|--------------------|
| Principal:                   | \$333.58           |
| Interest:                    | \$506.79           |
| Escrow:                      | \$193.28           |
| (Taxes and/or Insurance)*    |                    |
| <b>Reg. Monthly Payment:</b> | <b>\$1,033.65</b>  |
| Overdue Payment:             | \$58,460.09        |
| Total Fees Charged:          | \$2,583.84         |
| <b>Total Amount Due:</b>     | <b>\$62,077.58</b> |

## Current Loan Balances

|                        |              |
|------------------------|--------------|
| Principal Balance*:    | \$170,312.65 |
| Escrow Balance:        | -\$8,621.10  |
| Past Due Balance:      | \$58,460.09  |
| Deferred Balance(s):   | N/A          |
| Buydown Balance:       | N/A          |
| Negative Amortization: | N/A          |
| Unapplied Funds:       | \$0.00       |

\* Your current Principal Balance is not a payoff quote.  
See page 3 for Loan Payoff Information.

## Past Payment Breakdown

|                                  | Paid Last Month | Paid Year to Date |
|----------------------------------|-----------------|-------------------|
| Principal                        | \$0.00          | \$0.00            |
| Interest                         | \$0.00          | \$0.00            |
| Escrow (Taxes and/or Insurance)* | \$0.00          | \$0.00            |
| Fees and Charges                 | \$0.00          | \$0.00            |
| Unapplied Funds                  | \$0.00          | \$0.00            |
| <b>Total</b>                     | <b>\$0.00</b>   | <b>\$0.00</b>     |

\* Please see page 3 of this statement for additional information.

▲ Please detach and return with your payment ▲



Make a payment at **CarringtonMS.com**. Pay  
by Check or AutoPay for free!

Loan Number: 7000124554  
NELSON L BRUCE  
144 PAVILION ST  
SUMMERVILLE SC 29483

**Amount Due \$62,077.58**  
Due Date: 03/01/19

Late charge if received after 03/16/19: \$41.34  
Late Payment Amount if received after 03/16/19: \$62,118.92



CARRINGTON MORTGAGE SERVICES LLC  
PO BOX 79001  
PHOENIX AZ 85062-9001

70001245540062077580062118921

|                              |           |  |
|------------------------------|-----------|--|
| Payment Due                  | \$        |  |
| Additional Principal         | \$        |  |
| Additional Escrow            | \$        |  |
| Late Charge                  | \$        |  |
| <b>Total Amount Enclosed</b> | <b>\$</b> |  |

5. Plaintiffs' WILMINGTON SAVINGS FUND SOCIETY, FSB as TRUSTEE and all other respondents to the referenced contract through their default, failure to respond as outlined in the terms and provisions of the agreement/contract have agreed by "tacit acquiescence" that Arbitration is the exclusive remedy to resolve any and all disputes and controversy between the parties (claimants and respondents). To have the matter arbitrated by an arbitrator/arbitration association (the Arbitration-Clause of the Contract Exhibits/Evidence – J), chosen by the Defendant which in this case is the Sitcomm Arbitration Association.

I do affirm, ascribe, attest, declare, as well as certify that the foregoing is true, correct, and accurate so help me God.

Executed this 9<sup>th</sup> day of April, 2019.

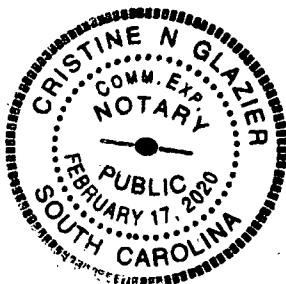
Nelson L. Bruce

THE BENEFICIAL OWNER OF THE CESTI QUI EQUITABLE TRUST  
Nelson L. Bruce, Propria Persona, Sui Juris  
All Natural Rights Explicitly Reserved and Retained U.C.C. 1-308, 1.103.6  
c/o PMB 1605 Central Avenue, Ste.6 #167  
Summerville South Carolina 29483  
Ph. 843-437-7901

**NOTARY ACKNOWLEDGEMENT**

STATE OF SOUTH CAROLINA, COUNTY OF DORCHESTER, ss:

The foregoing Declaration was acknowledged before me this 9 day of April, 2019 by Nelson L. Bruce, who, being first duly sworn on oath according to law, deposes and says that he has read the foregoing Declaration subscribed by him, and that the matters stated herein are true, correct, and accurate.



Cristine N. Glazier  
Notary Public Print:

[Signature]  
Notary Public Signature:

04-9-19  
Date:

IN THE COURT OF COMMON PLEAS COURT OF DORCHESTER COUNTY

IN AND FOR THE REPUBLIC OF SOUTH CAROLINA

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WILMINGTON SAVINGS FUND SOCIETY,) )  
FSB as TRUSTEE of Stanwich Mortgage )  
Loan Trust C )

Plaintiff(s),

vs.

Nelson L. Bruce, Sui Juris, et al.

Defendant(s)

Sub contract case No.: 16-CP-18-1678

) DECLARATION OF Nelson L. Bruce  
) IN SUPPORT OF PRESENTMENT TO  
) COMPEL ARBRITRATION MOTION TO  
) STAY PROCEEDING

) Date:

) Time:

) Location:

) Date Action Filed:

CHERYL GRAY  
CLERK OF COURT  
DORCHESTER COUNTY

2019 APR 10 PM 4:17

FILED-RECORDED

I, Nelson L. Bruce, Sui Juris, the natural man and of the age of the majority, declare that:

1. I am the Defendant in this action, and I have personal knowledge of each fact stated in this declaration.
2. Defendant, Nelson L. Bruce, and at all times mentioned in **“Presentment to Compel Arbitration Motion to Stay”** is the Claimant as referenced in Exhibits/Evidence – J, the agreement/contract filed on the record on March 29, 2019.
3. Plaintiffs’ WILMINGTON SAVINGS FUND SOCIETY, FSB as TRUSTEE and all other respondents have received a true and correct copy of the agreement/contract and addendum specified in Exhibits/Evidence – J.
4. Plaintiffs’ WILMINGTON SAVINGS FUND SOCIETY, FSB as TRUSTEE and all other respondents are in default and have received a true and correct copy of the “Notice of Fault” and or “Notice of Default” specified in Exhibits/Evidence – J.

300-C Outlet Pointe Boulevard  
Columbia, South Carolina 29210

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"Without Prejudice"

*Nelson L. Bruce*

Void/non- assumpsit

4-9-19

THE BENEFICIAL OWNER OF THE CESTI QUI EQUITABLE TRUST

Nelson L. Bruce, Propria Persona, Sui Juris

All Natural Rights Explicitly Reserved and Retained

U.C.C. 1-207/1-308, 1.103.6

c/o PMB 1605 Central Avenue, Ste.6 #167

Summerville South Carolina 29483, Ph. 843-437-7901

IN THE COURT OF COMMON PLEAS FOR DORCHESTER COUNTY

IN AND FOR THE REPUBLIC OF SOUTH CAROLINA

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|                                                                                                                                                         |                                                                                 |
|---------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------|
| <p>Wilmington Savings Fund Society FSB as Trustee,</p> <p>Plaintiff(s),</p> <p>vs.</p> <p>Nelson L. Bruce, Sui Juris, et al.,</p> <p>Defendants(s).</p> | <p>Sub contract case No. 16-CP-18-1678</p> <p><b>CERTIFICATE OF SERVICE</b></p> |
|---------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------|

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and correct copy of the **"PROPOSED ORDER"**, the **"Declaration of Nelson L. Bruce"** have been electronically mailed to all parties on the service list, the court, and I also hereby certify that a true and correct copy of the **PRESENTMENT TO COMPEL ARBITRATION MOTION TO STAY** and all exhibits/evidence – J have been electronically mailed to the Attorney for South Carolina Trust Fund/SC Housing Corp. who is also a party to the agreement/contract, via the **UNITED STATES POST OFFICE** via the **UNITED STATES POSTAL SERVICE** via First Class Postage Prepaid under Priority Mail.

**RESPECTFULLY PRESENTED,**

**Addressed to:**

ALBERTELI LAW  
Attention: William S. Koehler (Attorneys for Plaintiffs)  
201 Main Street, Suite 1450  
Columbia, South Carolina 29201

South Carolina Housing Trust Fund  
SC Housing Corp  
Attention: Tracey C. Easton (Attorney for the referenced Defendant)

STATE OF SOUTH CAROLINA  
COUNTY OF DORCHESTER

IN THE COURT OF COMMON PLEAS  
CIVIL ACTION NO.: 2016-CP-18-01678

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Wilmington Savings Fund Society, FSB, as  
Trustee of Stanwich Mortgage Loan Trust C,

Plaintiff,

PLAINTIFF'S RETURN  
TO  
DEFENDANT'S MOTION FOR DEFAULT

v.

Nelson L. Bruce; Capital Return Investments  
LLC; Charleston Area CDC; SC Housing  
Corp.; South Carolina Housing Trust Fund;  
Reminisce Homeowners Association, Inc.;  
Defendant(s).

17-004206

Plaintiff initiated this foreclosure action by filing a Lis Pendens, Summons and Complaint on August 19, 2016. Defendant Nelson L. Bruce ("Defendant") filed an Answer and Counterclaim on September 13, 2017. Defendant subsequently filed an Amended Response and Countersuit on September 25, 2017.

On September 28, 2017, Defendant removed the case to the United States District Court for the District of South Carolina ("District Court"). Later on October 26, 2017, while the case was in District Court, Defendant filed a Request for Entry of Default. The case was remanded to this Court on February 26, 2018. Plaintiff filed its Reply on March 1, 2018.

**Plaintiff filed its Reply to the Counterclaim in the time Permitted by Rule**

Pursuant to Rule 12(a), Plaintiff was allotted 30 days from the service of Defendant's Answer and Counterclaim to file its Reply. Twelve (12) days expired before the Defendant's Amended Answer was filed. Plaintiff then had Eighteen (18) remaining in which to respond. "A party shall plead in response to an amended pleading within the time remaining for response to the

original pleading or within fifteen days after service of the named amended pleading, whichever period may be the longer.” SCRCP 15

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Three (3) days later, Defendant removed the case to District Court. The removal tolled the remaining time Plaintiff had to file its Reply. On that date there were Fifteen (15) days remaining. “[R]emoval of a state court case to federal court tolls the time period for filing responsive pleadings.” Limehouse v. Hulsey, 404 S.C. 93, 113, 744 S.E.2d 566, 577 (2013)

When the case was remanded on February 26, 2018, Plaintiff had fifteen days, until March 13, 2018, to file a timely Reply. Plaintiff’s Reply, filed on March 1, 2018, is therefore timely, and Plaintiff is not in default. The Defendant’s Motion should be denied.

Date: June 4, 2019  
Columbia, South Carolina

/s/ William S. Koehler  
William S. Koehler  
Attorney, SC Bar No.: 74935  
Albertelli Law  
1201 Main St, Suite 1450  
Columbia, SC 29201  
Phone: (803) 828-0880  
Fax: (803) 828-0881

Additionally Defendant asserts the United States and State of South Carolina are parties to the contract in support of his request for arbitration. The omission of the United States and the State of South Carolina as parties to the Note, Amended Note and Mortgage is clear.

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Defendant asserts other claims, apparently based on a unilateral “agreement” of his own drafting. Defendant seeks to assert his own rules regarding his purported agreement, which have no basis in law, equity or contract theory.

Because the case is not subject to mandatory arbitration and the parties have not agreed to voluntary arbitration, the motion should be denied.

Date: June 4, 2019  
Columbia, South Carolina

/s/ William S. Koehler  
William S. Koehler  
Attorney, SC Bar No.: 74935  
Albertelli Law  
1201 Main St, Suite 1450  
Columbia, SC 29201  
Phone: (803) 828-0880  
Fax: (803) 828-0881

STATE OF SOUTH CAROLINA

COUNTY OF DORCHESTER

Wilmington Savings Fund Society, FSB, as  
Trustee of Stanwich Mortgage Loan Trust C,

Page | 122

Plaintiff,

v.

Nelson L. Bruce; Capital Return Investments  
LLC; Charleston Area CDC; SC Housing  
Corp.; South Carolina Housing Trust Fund;  
Reminisce Homeowners Association, Inc.;  
Defendant(s).

17-004206

IN THE COURT OF COMMON PLEAS

CIVIL ACTION NO.: 2016-CP-18-01678

PLAINTIFF'S RETURN  
TO  
DEFENDANT'S MOTION TO COMPEL  
ARBITRATION

This matter is a real estate foreclosure of property located in Dorchester County, South Carolina. Defendant Nelson L. Bruce ("Defendant") has filed a motion to compel arbitration. Defendant's motion should be denied for the reasons set forth below.

**This action is exempt from ADR**

Arbitration is a form of alternative dispute resolution ("ADR"). South Carolina has enacted rules to govern ADR. Rule 1 provides: "[t]hese rules govern Alternative Dispute Resolution (ADR) processes in the courts of this State..." SC R ADR Rule 1 The rules also exempt this type of action from ADR. "ADR is not required for ... (7) mortgage foreclosures" SC R ADR Rule 3

**The Parties have not agreed to Arbitration**

At several points in Defendant's Motion he states the parties have agreed to arbitration. This is false. The Note, Amended Note and Mortgage, attached hereto as exhibits, constitute the agreements of the parties. Note of those documents include an agreement to submit to arbitration.

CASE #:

LOAN #:

payment defaults. This Note does not authorize acceleration when not permitted by HUD regulations. As used in this Note, "Secretary" means the Secretary of Housing and Urban Development or his or her designee.

## (C) Payment of Costs and Expenses

If Lender has required immediate payment in full, as described above, Lender may require Borrower to pay costs and expenses including reasonable and customary attorneys' fees for enforcing this Note to the extent not prohibited by applicable law. Such fees and costs shall bear interest from the date of disbursement at the same rate as the principal of this Note.

## 7. WAIVERS

Borrower and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require Lender to demand payment of amounts due. "Notice of dishonor" means the right to require Lender to give notice to other persons that amounts due have not been paid.

## 8. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to Borrower under this Note will be given by delivering it or by mailing it by first class mail to Borrower at the property address above or at a different address if Borrower has given Lender a notice of Borrower's different address.

Any notice that must be given to Lender under this Note will be given by first class mail to Lender at the address stated in Paragraph 4(B) or at a different address if Borrower is given a notice of that different address.

## 9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. Lender may enforce its rights under this Note against each person individually or against all signatories together. Any one person signing this Note may be required to pay all of the amounts owed under this Note.

PAY TO THE ORDER OF

WITHOUT RECOURSE  
BANK OF AMERICA, N.A.BY Michele Sjolander  
MICHELE SJOLANDER  
SENIOR VICE PRESIDENT

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Note.

Nelson L. Bruce  
NELSON L. BRUCE

(Seal)  
-Borrower

PAY TO THE ORDER OF  
BANK OF AMERICA, N.A.  
WITHOUT RECOURSE  
COUNTRYWIDE BANK, FSB

BY Laurie Meyer  
LAURIE MEYER  
SENIOR VICE PRESIDENT

(Seal)  
-Borrower(Seal)  
-Borrower(Seal)  
-Borrower

Prepared by: ANESHA FRANKLIN

Multistate

## NOTE

LOAN #:

Page | 124 MARCH 30, 2009  
(Date)144 PAVILION STREET, SUMMERVILLE, SC 29483-8444  
(Property Address)

## 1. PARTIES

"Borrower" means each person signing at the end of this Note, and the person's successors and assigns. "Lender" means COUNTRYWIDE BANK, FSB and its successors and assigns.

## 2. BORROWER'S PROMISE TO PAY; INTEREST

In return for a loan received from Lender, Borrower promises to pay the principal sum of ONE HUNDRED SIXTY ONE THOUSAND THREE HUNDRED EIGHTY FIVE and 00/100

Dollars (U.S. \$161,385.00), plus interest, to the order of Lender. Interest will be charged on unpaid principal, from the date of disbursement of the loan proceeds by Lender, at the rate of FOUR & ONE-HALF percent ( 4.500 %) per year until the full amount of principal has been paid.

## 3. PROMISE TO PAY SECURED

Borrower's promise to pay is secured by a Mortgage, Deed of Trust or similar security instrument that is dated the same date as this Note and called the "Security Instrument." The Security Instrument protects the Lender from losses which might result if Borrower defaults under this Note.

## 4. MANNER OF PAYMENT

## (A) Time

Borrower shall make a payment of principal and interest to Lender on the first day of each month beginning on MAY 01, 2009. Any principal and interest remaining on the first day of APRIL, 2039, will be due on that date, which is called the "Maturity Date."

## (B) Place

Payment shall be made at P.O. Box 660694, Dallas, TX 75266-0694 or at such place as Lender may designate in writing by notice to Borrower.

## (C) Amount

Each monthly payment of principal and interest will be in the amount of U.S. \$817.71. This amount will be part of a larger monthly payment required by the Security Instrument, that shall be applied to principal, interest and other items in the order described in the Security Instrument.

## (D) Allonge to this Note for payment adjustments

If an allonge providing for payment adjustments is executed by Borrower together with this Note, the covenants of the allonge shall be incorporated into and shall amend and supplement the covenants of this Note as if the allonge were a part of this Note. [Check applicable box]

☐ Graduated Payment Allonge ☐ Growing Equity Allonge ☐ Other [specify]

## 5. BORROWER'S RIGHT TO PREPAY

Borrower has the right to pay the debt evidenced by this Note, in whole or in part, without charge or penalty, on the first day of any month. Lender shall accept prepayment on other days provided that Borrower pays interest on the amount prepaid for the remainder of the month to the extent required by Lender and permitted by regulations of the Secretary. If Borrower makes a partial prepayment, there will be no changes in the due date or in the amount of the monthly payment unless Lender agrees in writing to those changes.

## 6. BORROWER'S FAILURE TO PAY

## (A) Late Charge for Overdue Payments

If Lender has not received the full monthly payment required by the Security Instrument, as described in Paragraph 4(C) of this Note, by the end of fifteen calendar days after the payment is due, Lender may collect a late charge in the amount of FOUR percent ( 4.000 %) of the overdue amount of each payment.

## (B) Default

If Borrower defaults by failing to pay in full any monthly payment, then Lender may, except as limited by regulations of the Secretary in the case of payment defaults, require immediate payment in full of the principal balance remaining due and all accrued interest. Lender may choose not to exercise this option without waiving its rights in the event of any subsequent default. In many circumstances regulations issued by the Secretary will limit Lender's rights to require immediate payment in full in the case of

FHA Fixed Rate Note  
2001R-XX (02/08)(d/i)

Page 1 of 2

FHA Multistate Fixed Rate Note - 10/95

**5. BORROWER'S RIGHT TO PREPAY**

Borrower has the right to pay the debt evidenced by this Note, in whole or in part, without charge or penalty, on the first day of any month. Lender shall accept prepayment on other days provided that Borrower pays interest on the amount prepaid for the remainder of the month to the extent required by Lender and permitted by regulations of the Secretary. If Borrower makes a partial prepayment, there will be no changes in the due date or in the amount of the monthly payments unless Lender agrees in writing to those changes.

**6. BORROWER'S FAILURE TO PAY****(A) Late Charge for Overdue Payments**

If Lender has not received the full monthly payment required by the Security Instrument, as described in Paragraph 4(C) of this Note, by the end of fifteen calendar days after the payment is due, Lender may collect a late charge in the amount of 4.00% of the overdue amount of each payment.

**(B) Default**

If Borrower defaults by failing to pay in full any monthly payment, then Lender may, except as limited by regulations of the Secretary in the case of payment defaults, require immediate payment in full of the principal balance remaining due and all accrued interest. Lender may choose not to exercise this option without waiving its rights in the event of any subsequent default. In many circumstances, regulations issued by the Secretary will limit Lender's rights to require immediate payment in full in the case of payment defaults.

This Note does not authorize acceleration when not permitted by HUD regulations. As used in this Note, "Secretary" means the Secretary of Housing and Urban Development or his or her designee.

**(C) Payment of Costs and Expenses**

If Lender has required immediate payment in full, as described above, Lender may require Borrower to pay costs and expenses including reasonable and customary attorneys' fees for enforcing this Note to the extent not prohibited by applicable law. Such fees and costs shall bear interest from the date of disbursement at the same rate as the Principal of this Note.

**7. WAIVERS**

Borrower and any other person who has obligations under this Note waive the right of presentment and notice of dishonor. "Presentment" means the right to require Lender to demand payment of amounts due. "Notice of dishonor" means the right to require Lender to give notice to other persons that amounts due have not been paid.

**8. GIVING OF NOTICES**

Unless applicable law requires a different method, any notice that must be given to Borrower under this Note will be given by delivering it or by mailing it by first class mail to Borrower at the property address above or at a different address if Borrower has given Lender a notice of Borrower's different address. Any notice that must be given to Lender under this Note will be given by first-class mail to Lender at the address stated in Paragraph 4(B) or at a different address if Borrower is given a notice of that different address.

**9. OBLIGATIONS OF PERSONS UNDER THIS NOTE**

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. Lender may enforce its rights under this Note against each person individually or against all signatories together. Any one person signing this Note may be required to pay all of the amounts owed under this Note.

BY SIGNING BELOW, borrower accepts and agrees to the terms and covenants contained in this Note.

Bank of America

Home Loans

Bank of America, N.A.  
11802 Ridge Parkway, Suite 100-HRM  
Broomfield, CO 80021

NELSON L BRUCE  
144 PAVILION STREET  
SUMMERVILLE, SC 29483

Notice Date: February 9, 2013

Property Address:  
144 PAVILION STREET  
SUMMERVILLE, SC 29483

AMENDED AND RESTATED NOTE  
State of South Carolina

Origination Date: 31st of March, 2009

1. PARTIES

"Borrower" means each person signing at the end of this Note, and the person's successors and assigns. "Lender" means Bank of America, N.A. and its successors and assigns.

2. BORROWER'S PROMISE TO PAY INTEREST

In return for a loan received from Lender, Borrower promises to pay the principal sum of one hundred seventy-eight thousand seven hundred twelve and 73/100 (Dollars U.S.) \$178,712.73 plus interest, to the order of Lender. Interest will be charged on unpaid principal, from the date of disbursement of the loan proceeds by Lender, at the rate of three and 88/100, (3.875%) per year until the full amount of principal has been paid.

3. PROMISE TO PAY SECURED

Borrower's promise to pay is secured by a mortgage, deed of trust or similar security instrument that is dated the same date as this Note and called the "Security Instrument." The Security Instrument protects the Lender from losses which might result if Borrower defaults under this Note.

4. MANNER OF PAYMENT

(A) Time

Borrower shall make a payment of principal and interest to Lender on the first day of each month beginning on March 1, 2013. Any principal and interest remaining on February 1, 2043 will be due on that date, which is called the "Maturity Date."

(B) Place

Payment shall be made to Payment Processing PO Box 650070 Dallas, TX 75265, or at such place as Lender may designate in writing by notice to Borrower.

(C) Amount

Each monthly payment of principal and interest will be in the amount of U.S \$840.37. This amount will be part of a larger monthly payment required by the Security Instrument that shall be applied to principal, interest and other items in the order described in the Security Instrument.

(D) Allonge to this Note for payment adjustments

If an allonge providing for payment adjustments is executed by Borrower together with this Note, the covenants of the allonge shall be incorporated into and shall amend and supplement the covenants of this Note as if the allonge were a part of this Note. [Check applicable box]

☐ Graduated Payment Allonge

☐ Growing Equity Allonge

☐ Other [specify]

**PAY TO THE ORDER OF**

**WITHOUT RECOURSE  
BANK OF AMERICA, N.A.**

BY, *Ann M Flores*  
**ANN M FLORES  
ASSISTANT VICE PRESIDENT**

**10. GROUNDS FOR ACCELERATION OF DEBT**

- (A) **Default.** Lender may, except as limited by regulations issued by the Secretary in the case of payment defaults, require immediate payment in full of all sums secured by the Security Instrument and due under this Note if:
- (i) Borrower defaults by failing to pay in full any monthly payment required by this Note and the Security Instrument prior to or on the due date of the next monthly payment, or (ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in the Security Instrument securing this Note.
- (B) **Sale Without Credit.** Lender shall, if permitted by applicable law (including section 341 (d) of the Garn-St Germain Depository Institutions Act of 1982, 12 U.S.C. 1702j-3(d) and with the prior approval of the Secretary, require immediate payment in full of all the sums due under this Note and secured by the Security Instrument if:
- (i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent), and (ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property but his or her credit has not been in accordance with the requirements of the Secretary.
- (C) **No Waiver.** If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payment, Lender does not waive its right with respect to subsequent events.
- (D) **Regulations of HUD.** In many circumstances regulations issued by the Secretary will limit Lender's rights in the case of payment defaults to require immediate payment in full and foreclosure if not paid. This Note and the Security Instrument do not authorize acceleration of foreclosure if not permitted by regulations of the Secretary.
- (E) **Mortgage Not Insured.** Borrower agrees that should the Security Instrument and this Note secured thereby not be eligible under the National Housing Act within 60 days from the date hereof, Lender may, at its option and notwithstanding anything in paragraph 10, require immediate payment in full of all sums secured by the Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 60 days from the date thereof, declining to insure the Security Instrument and this Note secured thereby, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by lender when the unavailability of insurance is solely due to Lender's failure to remit mortgage insurance premium to the Secretary.

BY SIGNING BELOW, borrower accepts and agrees to the terms and covenants contained in this Note.

Nelson L. Bruce  
NELSON L BRUCE

Dated 2-22-13



TO HAVE AND TO HOLD this property unto MERS (solely as nominee for Lender and Lender's successors and assigns), and to the successors and assigns of MERS, forever, together with all the improvements now or hereafter erected on the property, and all easements, appurtenances and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument; but, if necessary to comply with law or custom, MERS, (as nominee for Lender and Lender's successors and assigns), has the right to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing or canceling this Security Instrument.

**BORROWER COVENANTS** that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

**THIS SECURITY INSTRUMENT** combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

Borrower and Lender covenant and agree as follows:

#### UNIFORM COVENANTS.

1. **Payment of Principal, Interest and Late Charge.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

2. **Monthly Payment of Taxes, Insurance and Other Charges.** Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required under paragraph 4. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security Instrument, each monthly payment shall also include either: (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds."

Lender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. Section 2601 *et seq.* and implementing regulations, 24 CFR Part 3500, as they may be amended from time to time ("RESPA"), except that the cushion or reserve permitted by RESPA for unanticipated disbursements or disbursements before the Borrower's payments are available in the account may not be based on amounts due for the mortgage insurance premium.

If the amounts held by Lender for Escrow Items exceed the amounts permitted to be held by RESPA, Lender shall account to Borrower for the excess funds as required by RESPA. If the amounts of funds held by Lender at any time are not sufficient to pay the Escrow Items when due, Lender may notify the Borrower and require Borrower to make up the shortage as permitted by RESPA.

The Escrow Funds are pledged as additional security for all sums secured by this Security Instrument. If Borrower tenders to Lender the full payment of all such sums, Borrower's account shall be credited with the balance remaining for all installment items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

3. **Application of Payments.** All payments under paragraphs 1 and 2 shall be applied by Lender as follows:

First, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;

Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

Third, to interest due under the Note;

Fourth, to amortization of the principal of the Note; and

Fifth, to late charges due under the Note.

4. **Fire, Flood and Other Hazard Insurance.** Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

Return To:  
COUNTRYWIDE BANK, FSB  
MS SV-79 DOCUMENT PROCESSING  
P.O.Box 10423  
Van Nuys, CA 91410-0423

09-0121/JSc/ar1

J. Stanley Claypoole, PA  
2155 Northpark Lane  
North Charleston, S.C. 29406

Prepared By:  
ANESHA FRANKLIN

(Space Above This Line For Recording Data)

State of South Carolina

**MORTGAGE**

THIS MORTGAGE ("Security Instrument") is given on MARCH 30, 2009. The Mortgagor is NELSON L BRUCE, A SINGLE PERSON

("Borrower"). This Security Instrument is given to Mortgage Electronic Registration Systems, Inc. ("MERS"), (solely as nominee for Lender, as hereinafter defined, and Lender's successors and assigns), as mortgagee. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

COUNTRYWIDE BANK, FSB

("Lender") is organized and existing under the laws of THE UNITED STATES and has an address of 1199 North Fairfax St. Ste. 500, Alexandria, VA 22314

Borrower owes Lender the principal sum of ONE HUNDRED SIXTY ONE THOUSAND THREE HUNDRED EIGHTY FIVE and 00/100

Dollars (U.S. \$ 161,395.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on APRIL 01, 2039. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS the following described property located in DORCHESTER County, South Carolina: SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Parcel ID Number: 1350209033  
which has the address of

144 PAVILION STREET, SUMMERVILLE  
(Street, City)

South Carolina 29483-8444 ("Property Address");  
(Zip Code)

FHA South Carolina Mortgage with MERS - 4/96

MERS FHA Mortgage SC  
2004M-SC (11/07/dq)

Page 1 of 6

Amended 2001

**10. Reinstatement.** Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding; (ii) reinstatement will preclude foreclosure on different grounds in the future; or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

**11. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time of payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

**12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 9(b). Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

**13. Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

**14. Governing Law; Severability.** This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

**15. Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

**16. Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substances affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 16, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 16, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

**NON-UNIFORM COVENANTS.** Borrower and Lender further covenant and agree as follows:

**17. Assignment of Rents.** To the extent permitted by applicable law, Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph 17.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

**5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument (or within sixty days of a later sale or transfer of the Property) and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lender of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

**6. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

**7. Charges to Borrower and Protection of Lender's Rights in the Property.** Borrower shall pay all governmental or municipal charges (fines and impositions that are not included in paragraph 2). Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in paragraph 2.

Any amounts disbursed by Lender under this paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and at the option of Lender, shall be immediately due and payable.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

**8. Fees.** Lender may collect fees and charges authorized by the Secretary.

**9. Grounds for Acceleration of Debt.**

(a) **Default.** Lender may, except as limited by regulations issued by the Secretary, in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:

- (i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or
- (ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

(b) **Sale Without Credit Approval.** Lender shall, if permitted by applicable law (including Section 341(d) of the Garn-St. Germain Depository Institutions Act of 1982, 12 U.S.C. 1701j-3(d)) and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:

- (i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent), and
- (ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary.

(c) **No Waiver.** If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.

(d) **Regulations of HUD Secretary.** In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

(e) **Mortgage Not Insured.** Borrower agrees that if this Security Instrument and the Note are not determined to be eligible for insurance under the National Housing Act within 60 days from the date hereof, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 60 days from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium of the Secretary.

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STATE OF SOUTH CAROLINA, Charleston County ss: I, Ann B. Loston do hereby certify that

Nelson L. Bruce

personally appeared before me this day and acknowledged the due execution of the foregoing instrument

Witness my hand and official seal this 30th day of March, 2009

Ann B. Loston  
Notary Public for South Carolina

My Commission Expires: 7-19-14

18. **Foreclosure Procedure.** If Lender requires immediate payment in full under paragraph 9, Lender may foreclose this Security Instrument by judicial proceeding and invoke any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorneys' fees and costs of title evidence, all of which shall be additional sums secured by this Security Instrument.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Paragraph 9, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. 3751 et seq.) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this Paragraph 18 or applicable law.

19. **Release.** Upon payment of all sums secured by this Security Instrument, this Security Instrument shall become null and void. Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

20. **Waivers.** Borrower waives all rights of homestead exemption in the Property.

21. **Future Advances.** The lien of this Security Instrument shall secure the existing indebtedness under the Note and any future advances made under this Security Instrument up to one hundred fifty percent (150%) of the original principal amount of the Note plus interest thereon, attorneys' fees and court costs.

22. **Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. (Check applicable box(es)).

- ☐ Condominium Rider      ☐ Growing Equity Rider      ☐ Other (specify)
- ☒ Planned Unit Development Rider      ☐ Graduated Payment Rider

BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

*Carol S. [Signature]*

*Anna R. [Signature]*

*Nelson L. Bruce*

NELSON L. BRUCE

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

BK 7005 PG 317

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**PLANNED UNIT DEVELOPMENT RIDER**

[Case #]

[Doc ID #]

FHA Case No.

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 30th day of MARCH, 2009, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed ("Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note ("Note") to COUNTRYWIDE BANK, FSB

("Lender") of the same date and covering the Property described in the Security Instrument and located at:

144 PAVILION STREET  
SUMMERVILLE, SC 29483-8444

[Property Address]

The Property Address is a part of a planned unit development ("PUD") known as SUMMERVILLE

[Name of Planned Unit Development]

**PUD COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

- A. So long as the Owners Association (or equivalent entity holding title to common areas and facilities), acting as trustee for the homeowners, maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the

FHA PUD Rider  
1589U-XX (11/07)(d/i)

Page 1 of 3

**SCHEDULE "A" TO MORTGAGE**

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ALL that certain piece parcel or lot of land, with the buildings and improvements thereon, situate, lying and being in the County of Dorchester, South Carolina, and being shown and designated as Lot 70, as shown on that certain plat prepared by Aegis Land Surveying, Inc., and entitled: "FINAL SUBDIVISION PLAT SHOWING LOTS 45-87, PHASE 2 OF REMINISCE SUBDIVISION, BEING SUBDIVIDED FROM 26.50 ACRE TRACT OWNED BY BEAZER HOMES AND FROM 84.14 ACRE TRACT OWNED BY COASTAL DESERT PARTNERS I, LLC, LOCATED NEAR THE COMMUNITY OF KNIGHTSVILLE, DORCHESTER COUNTY, SOUTH CAROLINA", dated March 10, 2006, revised March 22, 2006, and recorded in the Office of the Register of Deeds for Dorchester County in Plat Book L at Page 12 on June 5, 2006. Said Lot having such size, shape, dimensions, buttings and boundings as will by reference to said plat more fully and at large appear.

BEING the same property conveyed to the Mortgagors herein by deed of Beazer Homes Corp., a Tennessee corporation, dated and recorded in the RMC Office for Dorchester County simultaneously herewith.

TMS: 135-02-08-033

INITIAL:

ULB

the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this PUD Rider.

  
NELSON L. BRUCE (Seal)  
- Borrower

\_\_\_\_\_  
(Seal)  
- Borrower

\_\_\_\_\_  
(Seal)  
- Borrower

\_\_\_\_\_  
(Seal)  
- Borrower

Property located in the PUD, including all improvements now existing or hereafter erected on the mortgaged premises, and such policy is satisfactory to Lender and provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and other hazards included within the term "extended coverage," and loss by flood, to the extent required by the Secretary, then: (i) Lender waives the provision in Paragraph 2 of this Security Instrument for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property, and (ii) Borrower's obligation under Paragraph 4 of this Security Instrument to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy. Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage and of any loss occurring from a hazard. In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by this Security Instrument, with any excess paid to the entity legally entitled thereto.

- B. Borrower promises to pay all dues and assessments imposed pursuant to the legal instruments creating and governing the PUD.
- C. If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph C shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from

\*\*\*\*\* IMPORTANT NOTICE - READ THIS INFORMATION \*\*\*\*\*  
NOTICE OF ELECTRONIC FILING [NEF]  
-

A filing has been submitted to the court RE: 2016CP1801678

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**Official File Stamp:**

06-06-2019 03:54:31 PM

**Court:**

CIRCUIT COURT

Common Pleas

Dorchester

**Case Caption:**

Wilmington Savings Fund Society FSB as Trustee  
of Stanwich M , plaintiff, et al VS Nelson L Bruce ,  
defendant, et al

**Document(s) Submitted:**

Response

- Exhibit/Filing of Exhibits

Response

**Filed by or on behalf of:**

William S. Koehler

This notice was automatically generated by the Court's auto-notification system.  
-

**The following people were served electronically:**

William S. Koehler for Wilmington Savings Fund  
Society FSB as Trustee of Stanwich M

Tracey C. Easton for South Carolina Housing  
Trust Fund, SC Housing Corp

**The following people have not been served electronically by the Court. Therefore, they must  
be served by traditional means:**

Reminisce Homeowners Association Inc

Capital Return Investments LLC

Charleston Area CDC

Nelson L Bruce for Nelson L Bruce

Nelson L Bruce for Nelson L Bruce

## Certificate of Electronic Notification

### Recipients

**William Koehler** - Notification transmitted on 06-06-2019 03:54:53 PM.

**Tracey Easton** - Notification transmitted on 06-06-2019 03:54:53 PM.

have **"AGREED"** evidenced by their default filed on the record in this case on **March 29, 2019 as Exhibits/Evidence - J** that Arbitration is the **exclusive remedy** for resolving any and all claims, disputes and controversies in any current and future matters evidenced by the contract filed on the record in this case on **March 29, 2019 as Exhibits/Evidence - J** which the arbitrator has already confirmed as of **May 13, 2019** the contract is valid, irrevocable and enforceable as well as congresses findings in a similar case dealing with the same form of contract which include a private law as referenced on **page 2 and 3 of Defendants Presentment/Motion to Compel** which is hereby incorporated by reference in this case that such a contract is valid and binding on the parties which one of the parties was the government (the United States). There is an agreement to arbitrate, the **"Arbitration Clause"** of the referenced binding contract. This case has not proceeded to trial, and the referenced binding contract supersedes any and all other alleged contracts, alleged state exemptions to which all parties have not consented nor agreed to, as the parties to this case have agreed by **tacit acquiescence as they have been notified and agreed by the provisions of the agreement** that Arbitration is the exclusive remedy in this matter to resolve any and all claims, disputes and controversies between the parties evidenced by the referenced agreement, the Sealed Arbitration Award, and the **Presentment/Motion to Compel Arbitration**.

Claims, disputes and controversies has arisen to which a **Presentment/Motion to Compel** was filed, is evidence of the parties refusal to arbitrate as agreed, and opposing party had failed to oppose or otherwise defend in regards to that filing in the timeframe required by law and or the rules of the court therefore their late reply should be stricken from the record as this court should have granted the **Presentment/Motion to Compel**. The parties have agreed to arbitrate any and all claims, disputes and controversies which has arisen in regards to that agreement evidenced by the respondents default and failure to respond to the **Proof of Claims/Averments** to which are now admitted to by the parties and creates an estoppel (equitable or otherwise) in this matter(s), and ALL matters relating hereto; and arising necessarily therefrom as a result of their default and failure to respond/silence (**tacit acquiescence**) to the referenced agreement/contract and addendum as stipulated in the provisions, terms and conditions of that agreement which is valid, irrevocable and enforceable, involves commerce and is governed under the **FAA** as evidenced by the defendants **Presentment to Compel Arbitration/Motion to Stay**. This filing was to stay the proceedings (the foreclosure and counterclaim/countersuit) pending arbitration of the findings of the arbitrator in regards to the claims, disputes and controversies relating to the agreement/contract and addendum to which the parties willingly and knowingly entered into based off of their actions (failure to respond/silence) as the parties have been notified of the contract, have a relationship and hold a duty to respond to one another and have agreed to arbitration by their silence/failure to respond. All the parties to the referenced agreement agreed and consented to the arbitration to proceeded without delay as all the

IN THE COURT OF COMMON PLEAS OF DORCHESTER COUNTY  
IN AND FOR THE REPUBLIC OF SOUTH CAROLINA

Page | 142

Wilmington Savings Fund Society, FSB as  
Trustee of Stanwich Mortgage Loan Trust C

Plaintiff,

v.

Nelson L. Bruce, Sui Juris, et al., et al.

Defendant(s).

Sub contract case No.: 16-CP-18-1678 -  
Priority Mail No.: 9405 5036 9930 0030 9441

DEFENDANTS' RESPONSE AND OBJECTIONS  
TO PLAINTIFF'S LATE/UNTIMELY REPLY TO  
DEFENDANT'S PRESENTMENT TO COMPEL  
ARBITRATION/ MOTION TO STAY AND  
MOTION FOR DEFAULT

PROOF OF ARBITRATION AND FINDINGS -  
EXHIBITS/EVIDENCE - K

COMES NOW Defendant Nelson L. Bruce, the Natural Man, of The Age of the Majority, Sui Juris for his Reply and Objections to the Plaintiff's electronically filed "replies" and Returns filed on **June 6, 2019** to Defendants' **Presentment to Compel Arbitration/Motion to Stay Proceeding and MOTION FOR DEFAULT** as being late/untimely as their reply is being filed over **60 days** past the time frame to oppose and defend the Defendants' **Presentment to Compel Arbitration/Motion to Stay** filed on **March 29, 2019** and Defendant request that this late reply by the Plaintiff be stricken from the record as an untimely filing, failure to oppose/defend, the same goes for the their **October 16, 2018** late reply, opposition filings. If the court finds for some reason that their late reply to the Defendants Presentments/Motions was timely filed by the Plaintiffs', Defendant hereby responds and reiterates that there is a self-executing, binding agreement/contract and addendum coupled with interests in place between the parties which is valid, irrevocable and enforceable to which is governed under the **Federal Arbitration Act (herein the FAA)**. In regards to the Plaintiffs' averments towards the alleged Note, Amended Note and Mortgage filed by the Plaintiff, **section 10294** of the contract specifies **any and all claims, disputes, and controversies in regards to these instruments by the Plaintiff**. The parties to the **Agreement/Contract No. 2019-0108BRUCWSFCM-S12389981- 5577899811** have agreed that arbitration is the **"exclusive remedy"** for resolving any and all claims, disputes and controversies between the parties (collectively the respondents and claimant's). The parties have entered into a self-executing contractual binding agreement to include a binding irrevocable durable general power of attorney which is coupled with interest to which all parties to the referenced agreement, a main party being the Plaintiff's in this case and outside of this case

have failed to state a claim to which relief may be granted evidenced by the agreement, their default, and the arbitration award and that the remaining claims by the defendant in this matter be removed from this court to the District Court of the United States and or any competent court under original jurisdiction as agreed in the contract where a **Judgment on an Arbitration Award** may be obtained to complete the equitable relief claims awarded by the Arbitrator as required under the FAA, the contract and the Arbitration Award. After the court reviews the exhibits/evidence filed on the record, and the referenced motions in conjunction with the agreement/contract and addendum in support of the dismissal and removal, if needed, it is further requested that this court direct the Defendant to file a Notice of Remove to have the case removed to either one of the courts referenced above in order to complete the equitable relief awarded by the Arbitrator.

Dated this 12<sup>th</sup> day of June, 2019.

RESPECTFULLY PRESENTED,

"Without Prejudice"

Nelson L. Bruce

Void/ Non Assumpsit

THE BENEFICIAL OWNER OF THE CESTI QUI EQUITABLE TRUST  
Nelson L. Bruce, Propria Persona, Sui Juris  
All Rights Explicitly Reserved and Retained U.C.C. 1-207/1-308, 1.103.6  
c/o PMB 1605 Central Avenue, Ste. 6 #167  
Summerville, South Carolina 29483  
Ph. 843-437-7901

parties (the respondents and claimants) to the agreement to include this court were notified of the arbitration hearing and failed to respond as they had the opportunity to appear, request for an extension of time, have the hearing postponed, and or raise any objection to such a hearing in the timeframe provided by the Arbitrator in the Arbitrators "Notice of Arbitration Hearing" but failed to do so therefore have accepted by **tacit acquiescence** to the proceedings moving forward as specified in **section 10291** of the referenced agreement. The arbitrator has the ability to determine the validity of the referenced agreement/contract, whereby the issue must be arbitrated. As of **May 13, 2019**, the arbitration has been completed and the arbitrator has determined that the referenced agreement with a contract number of **2019-0108BRUCWSFCM-S12389981-5577899811<sup>o</sup>** is binding on all parties and is irrevocable. See...Proof of Arbitration, **Exhibits/Evidence – K**, the rendered and sealed arbitration award with the findings of the Arbitrator under the, "**Findings and determination of this Arbitrator**" **section pages 14 of 22 to 20 of 22, paragraphs 44 to 58** which are hereby incorporated by reference in this case.

Defendant hereby incorporates this entire sealed arbitration award, the findings by the arbitrator and reiterates his entire Presentment/Motion to Compel arbitration by reference in this case as evidence to dismiss the Plaintiffs' claims with prejudice. Defendant requests to have this case remove to **the District Court of the United States and or any competent court under original jurisdiction**, in accordance with the general principles of non-statutory Arbitration as provided in the agreement. The Plaintiffs' foreclosure complaint and Lis Pendens should be dismissed with prejudice as the Plaintiff has failed to state a claim to which relief maybe granted and Plaintiff is **foreclosed by laches and or estoppel (equitable or otherwise)** from maintaining or enforcing the original offer/presentment (Note, Amended Note, Mortgage) in any mode or manner whatsoever, at any time, within any proceeding/action as evidenced under **section 10294** of the agreement and this case should be dismissed and removed as referenced above. If this is not a competent court under original jurisdiction as jurisdiction is hereby demanded again requested to be filed on the record in this case as proof of original jurisdiction, this matter is hereby requested to be removed to **the District Court of the United States** and or to any competent court under original jurisdiction to which a **Judgment on the Arbitration Award** may be obtained to complete the **equitable relief** awarded by the Arbitrator as required under **title 9 section 9 of the FAA**.

#### **CONCLUSION**

For the foregoing reasons, any and all late and untimely oppositions/replies to Defendants Presentments/Motions by the Plaintiff's should be stricken from the record as a failure to oppose and or otherwise defend. The Plaintiff's Complaint and Lis Pendens should be dismissed with prejudice as they

# EXHIBITS/EVIDENCE - K

## *Detailed Schedule of Exhibits:*

1. True and Correct Copy of Proof of Sealed Arbitration Award, Certification by Arbitrator, Proof of Service (25 pages); and

26 pages total including this cover sheet

CLERK OF COURT  
DORCHESTER COUNTY

2019 JUN 13 PM 4:18

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and correct copy of the "DEFENDANT'S  
REPLY/RESPONSE AND OBJECTIONS TO PLAINTIFF'S REPLY FILED ON JUNE 6, 2019  
have been electronically mailed to all parties on the service list via the UNITED STATES POSTAL  
SERVICE by the UNITED STATES POST OFFICE via First Class Postage Prepaid.

Dated this 12<sup>th</sup> day of June, 2019.

RESPECTFULLY PRESENTED,

**Addressed to:**

ALBERTELI LAW  
Attention: William S. Koehler (Attorneys for Plaintiffs')  
201 Main Street, Suite 1450  
Columbia, South Carolina 29201  
PRIORITY MAIL #: 9405 5036 9930 0030 9441 68

"Without Prejudice"

*Nelson L. Bruce*

Void/ Non Assumpsit

THE BENEFICIAL OWNER OF THE CESTI QUI EQUITABLE TRUST  
Nelson L. Bruce, Propria Persona, Sui  
Juris All Rights Explicitly Reserved and  
Retained U.C.C. 1-207/1-308, 1.103.6  
c/o PMB 1605 Central Avenue, Ste.6 #167  
Summerville, South Carolina 29483  
Ph. 843-437-7901

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DORCHESTER COUNTY

**v.**

**0679 8498 8229 6229 6229 6229 6229 6229 6229 6229 6229 6229**

**SEALED.**

## Page 2 of 22

## SITCOMM ARBITRATION ASSOCIATION

1001 South White Oak Road  
White Oak, Texas 75693  
+ 1 (877) 681-1722

Website: [saalimited.com](http://saalimited.com)Email: [support@saalimited.com](mailto:support@saalimited.com)

## FINAL ARBITRATION AWARD

Sitting in the following composition:

Committee Member: Alden A. Bennett  
Houston, Texas

Arbitrator: Sandra Goulette  
Laurel, Mississippi

## In the Matter of the Arbitration Between the Following Parties:

NELSON L. BRUCE, ET AL.,

CLAIMANT,

v.

Contract No.: SAANB-A70A-051819-SLG

WILMINGTON SAVINGS FUND SOCIETY, FSB - Attention: Mark A. Turner (CEO), ET AL.,  
ALBERTELLI LAW-William S. Koehler on behalf of WILMINGTON SAVINGS FUND SOCIETY, FSB, ET AL.,  
The District Court of the United States - Charleston Division/Civil, ET AL.,  
CARRINGTON MORTGAGE SERVICES, LLC - Attention: Bruce Rose (CEO), ET AL.,  
The UNITED STATES OF AMERICA - UNITED STATES ATTORNEY GENERAL at United States Department of Justice, ET AL.,  
The United States Supreme Court - Chief Justice John Glover Roberts Jr. ET AL.,  
The South Carolina Supreme Court - ATTENTION: Chief Justice Donald W. Beatty, ET AL.,  
The United States Department of Agriculture - Fiscal Service, Director, Finance Office, ET AL.,  
State of South Carolina Attorney General's Office - Attention Attorney General Alan Wilson, ET AL.,  
South Carolina Housing Trust Fund - SC Housing Corp - c/o Tracey C. Easton, ET AL.,  
GOVERNOR OF THE STATE OF SOUTH CAROLINA - State House - Attention The Honorable Henry McMaster, ET AL.,  
United States House of Representatives - Attention: Joe Cunningham, ET AL.,  
The South Carolina State Treasurer - OFFICE OF THE STATE TREASURER and or their assigns - Attention: State Treasurer Curtis M. Loftis, Jr., ET AL.,  
South Carolina House of Representatives - South Carolina Legislative Council and/or their assigns - Attention: Mandy W. Kimmons, ET AL.,  
The Treasurer of the United States - Office of the Treasurer and or their assigns, ET AL.,  
Dorchester County Courthouse - Common Pleas/Civil/Circuit Court, Judge Diane S. Goods, ET AL.,  
BANK OF AMERICA, N.A. - C/O BANK OF AMERICA CORPORATION - Brian Moynihan, CEO, Et Al

RESPONDENT(S). *9 UNITED STATES CODES §1, §2, AND §9  
THE COMMON LAW*

SEALED.

SITCOMM ARBITRATION ASSOCIATION

Page 1 of 22

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DORCHESTER COUNTY

permanently affixed to this record by reference) granting each party the opportunity to submit documentation, records, proofs, evidence, exhibits, affidavits related to the instant matter, the contract 2019-0108BRUCWSFCM-S12389981-55778998111<sup>o</sup>, its terms, premises, promises, and obligations on or about January 08, 2019; and

4. The Respondent(a) in a related action have made a claim against the Claimant of this instant matter related to the Claimant's interests and/or properties. There exists a matter in dispute and/or controversy associated with the contractual agreement, thereby extending jurisdiction to this body to proceed as per the terms of the agreement, as well as relevant laws and facts in support as presented during the arbitration of this controversy; and

5. The parties entered into a legally binding contractual relationship with each other and this Arbitrator finds that there is no fraud and/or any attempt to induce fraud and/or to commit fraud, and/or inducement of contract, and/or fraud in the factum respecting the instant matter and contract. Thus, the parties are bound by the terms and obligations agreed upon and imposed upon them as a direct result of the contractual agreement; and

6. This Arbitrator finds that all the elements that form a contractual agreement and a legally commercial binding obligatory relationship are present; and

7. The contract clearly expresses the method of settlement and resolution of all disputes arising thereunder shall be settled by arbitration under the authority of the standards of common-law arbitration, the Federal Arbitration Act, and further stipulated and appointed this Arbitrator listed herein as agreed upon as the Arbitrator of record. Neither party has objected, protested, and/or attempted to amend any portion and/or provision at any time of the contract; the contract status that all final and binding arbitration awards may be confirmed by any court in America having original jurisdiction pursuant to Title 9 United States Codes §9 and §18; and

8. It has been alleged and thoroughly proven that the Respondent(a) listed above have by their own accord agreed to all the terms of the contract, that they have committed the offenses claimed in the contract and have acted against the interests of the Claimant's, depriving them of their right to property, their right to contract, the right to The Pursuit of Happiness and the enjoyment of life. They have admitted and agreed that they have violated the Claimant's constitutional and common law rights, that they had intentionally, knowingly and deliberately failed to perform as agreed, have foregone their obligatory duty of care and thus created a dispute that requires a resolution by SITCOMM ARBITRATION ASSOCIATION (Hereinafter "SAA") and/or any subsequent award; and

9. The parties stipulated and agreed that the related matters including any judgments associated thereto, any claims, and any collateral attacks; by the Respondent(a) are null and void of any effect and shall not be binding on the Claimant retroactively and henceforth; and

10. The contract stated that punitive damages can be optionally assessed, however; the

ALBERTELLI LAW-William S. Koehler on behalf of WILMINGTON SAVINGS FUND SOCIETY, PSB, ET AL.,

The District Court of the United States - Charleston Division/Civil, ET AL.,

CARRINGTON MORTGAGE SERVICES, LLC - Attention: Bruce Rose (CEO), ET AL.,

The UNITED STATES OF AMERICA - UNITED STATES ATTORNEY GENERAL at United States Department of Justice, ET AL.,

The United States Supreme Court - Chief Justice John Glover Roberts Jr. ET AL.,

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Dorchester County Courthouse - Common Pleas/Civil/Circuit Court, Judge Diane S. Goods, Et Al.,

BANK OF AMERICA, N.A. - C/O BANK OF AMERICA CORPORATION - Brian Moynihan, CEO, Et Al.

... Have entered into an agreement whereby they knowingly and intentionally agreed to the following "... Failure and or refusal to respond and provide the requested and necessary Proof of Claims shall be held and noted as agreed to by all parties, that a general response, a nonspecific response, or a failure to respond with specificities and facts and conclusions of common law, and/or to provide the requested information and documentation that is necessary and in support of the agreement shall constitute a failure and a deliberate and intentional refusal to respond and as a result thereby and/or therein, expressing the defaulting party's consent and agreement to said facts and as a result of the self-executing agreement, the following is contingent upon their failure to respond in good faith, with specificity, with facts and conclusions of common-law to each and every averment, condition, and/or claim raised; as they operate in favor of the Claimant, through "tacit acquiescence." Respondent(s) NOT ONLY expressly affirm the truth and validity of said facts set, established, and agreed upon between the parties to the Conditional Acceptance for Value and counter offer/claim for Proof of Claim, also Respondent(s); have agreed and consented to Respondent(s) having a duty and obligation to provide the requested and necessary Proof of Claims which has created and established for Respondent(s) an estoppel in this matter(s), and ALL matter(s) relating hereto; and arising necessarily therefrom; and

2. The above-captioned matter was set for arbitration after the receipt of the application and dispute resolution complaint on March 16, 2018; and
3. This Arbitrator has notified all parties listed above (a copy of proof of notification is

**BASIS FOR ARBITRATION:**

17. On or about January 08, 2019: The Claimant and the Respondent(s) entered into a written, self-executing, binding, irrevocable, contractual agreement coupled with interests, for the complete resolution of their misconceptions and other conflicts respecting their previous relationship. The Respondent(s) made an attempt to change the terms of that contractual agreement and the Claimant presented a counter offer or conditional acceptance of the offer to the Respondent(s). The record clearly documents that the Respondent(s) have failed to properly respond after they received the counter offer, whereby such nonresponse would equate to tacit acquiescence thereby creating an estoppel respecting the Respondent(s) and any future claims and/or prior claims and/or present claims associated with this instant matter.

18. It appears that a dispute has arisen under the agreement between the parties and it is the subject matter at bar. The Claimant contends that after agreeing to the terms of the contract, the Respondent(s) have failed to fully perform to the terms of the agreement and that the Claimant is entitled to immediate and unconditional remedy as prescribed within the terms of the contractual agreement. The Claimant has demanded liquidation of the estate/trust and the Respondent(s) have failed to act.

19. The contractual agreement stipulates that the Arbitrator may adjust the amount of the award to include fees, adjustments, costs, and other expenses.

20. The contractual agreement provided for arbitration of disputes at SITCOMM ARBITRATION ASSOCIATION, which stated in relevant part:

That the arbitration process is binding on all parties and is the sole and exclusive remedy for redressing any issue associated with this agreement. That this agreement supercedes and predates as well as replaces any and all prior agreements between the parties, and is binding on all parties and irrevocable, and the parties agreed to the terms and conditions of this agreement upon default of the defaulting party as of the date of the default...

**ARBITRATION- AN ADMINISTRATIVE REMEDY COGNIZABLE AT COMMON-LAW**

21. **ADDITIONALLY**, it is exigent and of consequence for the Claimant to inform Respondent(s), in accordance with and pursuant to the principles and doctrines of "clean hands" and "good faith," that by Respondent(s) failure and/or refusal to respond and provide the requested and necessary Proof of Claims; it shall be held and noted and agreed to by all parties, that a general response, a nonspecific response, or a failure to respond with specificities and facts and conclusions of common law, and/or to provide the requested information and documentation that is necessary and in support of the agreement shall constitute a failure and a deliberate and intentional refusal to respond and as a result thereby and/or therein, expressing the defaulting party's consent and agreement to said facts and as a result of the self-executing agreement, the following is contingent upon their failure to respond in good faith, with specificity, with facts and conclusions of common-law to each and every

contract remains silent as to any case that would direct the Arbitrator to direct a formula to determine punitive damages. It is deemed that punitive damages may be warranted if the Respondent(s) do not voluntarily comply with this award. In such an event, this Arbitrator may impose punitive damages at a rate of three times the amount of the actual damages in addition to other remedies awarded.<sup>2</sup>

11. The parties did have a prior relationship and the Respondent(s) had an obligation to respond to the reasonable requests of the Claimant. One of those requests being that the Respondent(s) provide an accounting and that such accounting be truthful and certified as being wholly accurate. As the custodian of record, a position for which the Respondent(s) volunteered, accepted such responsibility and have yet to rebut such a presumption. This Arbitrator finds that they were duty-bound and have breached their fiduciary duty of care, supporting their willful and intentional as well as deliberate default respecting the irrevocable binding contractual agreement that is coupled with interests; and

12. Further, this Arbitrator finds that the contractual agreement does highlight and note a settlement offer whereby the parties stipulate within the body and framework of the agreement ("Contract" "Agreement") in line with the Tucker Act and have agreed to certain and specific terms under and in line with the contractual agreement; and

13. There is complete diversity of citizenship between the parties; and

14. The amount in controversy exceeds the sum of \$75,000.00, exclusive of interest, costs, fees and assessments; and

15. That the venue is proper in any court of original jurisdiction wherein either the Arbitrator resides or chosen by the Claimant as stipulated in the contractual agreement and that any orders compelling witness attendance, provisional remedies, equitable relief, interim awards are to be issued and enforced according to the terms of the contract as stipulated in the agreement; and

16. That the parties have agreed that all pre-existing as well as existing contractual Agreements between the parties, no matter their scope, subject matter, and/or detail are superseded and extinguished by the contractual agreement referenced and related hereto; and  
Should the Claimant elect: that jurisdiction for the final award may be had under the Tucker Act in the United States Court of Federal claims as the exclusive jurisdiction for said Court of Claims for damages against the United States under contract in excess of \$10,000.00. Since this matter is against an institution registered and licensed with the United States, during the time of its conduct is construed as one and the same as a matter of law; the Federal Court of Claims would be at the election of the Claimant, a chosen proper jurisdiction to have the matter determined under common law and/or as stipulated in the contract at any court of original jurisdiction.

<sup>2</sup> *Pacific Mutual Life Insurance Company vs. Haslip*, 499 US 1 (1991).

23. Further, Respondent(a) agree that the Claimant can secure damages via financial lien on assets, properties held by them or on their behalf for ALL injuries sustained and inflicted upon the Claimant for the moral wrongs committed against the Claimant as set, established, agreed and consented to herein by the parties hereto, to include but not limited to: constitutional impermissible misapplication of statute(s)/law(s) in the above referenced alleged Commercial/Civil/Cause; fraud, conspiracy (two or more involved); trespass of title, property, and the like; and, ALL other known and unknown trespasses and moral wrongs committed through ultra vires act(s) of ALL involved herein; whether by commission or omission. Final amount of damages to be calculated prior to submission of Tort Claim and/or the filing of lien and the perfection of a security interest via a Uniform Commercial Code Financing One (1) Statement; estimated in excess of TEN (10) Million dollars (USD- or other lawful money or currency generally accepted with or by the financial markets in America) and notice to Respondent(a) by invoice. Per Respondent(a) failure and/or refusal to provide the requested and necessary Proof of Claims and thereby; and therein consenting and agreeing to ALL the facts set, established, and agreed upon between the parties hereto, shall constitute a self-executing binding irrevocable durable general power of attorney coupled with interests. This Conditional Acceptance for Value and counter offer/claim for Proof of Claim becomes the security agreement under commercial law whereby only the non-defaulting party becomes the secured party, the holder in due course, the creditor in and at commerce. It is deemed and shall always and forever be held that the Claimant and all property, interest, assets, estates, trusts commercial or otherwise shall be deemed consumer and household goods not-for-profit and or gain, private property, and exempt, not for commercial use, nontaxable as defined by the Uniform Commercial Code Article 9 §102 and Article 9 §109 and shall not in any point and/or manner, past, present and/or future be construed otherwise; see the Uniform Commercial Code Articles 3, 8, and 9.

24. Respondent(a) have allowed the ten (10) Calendar days or twenty (20) Calendar days total if request was made by signed written application for the additional ten (10) Calendar days to elapse without providing the requested and necessary Proof of Claims for which Respondent(a) have entered into fault and the Claimant has transmitted a Notice of Fault and Opportunity to Cure and Contest Acceptance to the Respondent(a); wherein Respondent(a) were given an additional three (3) days (72 hours) to cure Respondent(a) fault. Respondent(a) failed or otherwise refused to cure Respondent(a) fault and Respondent(a) are found in default and thereby; and therein, Respondent(a) have established Respondent(a) consent and agreement to the facts contained within the Conditional Acceptance for Value and counter offer/claim for Proof of Claim as said facts operate in favor of the Claimant; e.g., that the judgment of alleged "court of record" within the above referenced alleged Commercial/Civil/Cause is VOID AB INITIO for want of subject-matter jurisdiction of said venue; insufficient document (Information) and affidavits in support thereof for want of establishing a claim of debt; want of Relationship with the "source of authority" for said statute(s)/law(s) for want of

avowment, condition, and/or claim raised; as they operate in favor of the Claimant, through "tacit acquiescence," Respondent(a) NOT ONLY expressly affirm the truth and validity of said facts set, established, and agreed upon between the parties to the Conditional Acceptance for Value and counter offer/claim for Proof of Claim and Respondent(a); have agreed and consented to Respondent(a) having a duty and obligation to provide the requested and necessary Proof of Claims which will create and establish for Respondent(a) an estoppel in this matter(s), and ALL matters relating hereto; and arising necessarily therefrom; and

22. In accordance with and pursuant to this agreement: a contractually (consensual) binding agreement between the parties to the Conditional Acceptance for Value and counter offer/claim for Proof of Claim to include the corporate Government Agency/Department construct(a) whom Respondent(a) represents/serves; as well as, ALL officers, agents, employees, assigns, and the like in service to Respondent(a) will not argue, controvert, oppose, or otherwise protest ANY of the facts already agreed upon by the parties set and established herein; and necessarily and of consequence arising therefrom, in ANY future remedial proceeding(s)/action(s), including binding arbitration and confirmation of the award in the District Court of the United States at any competent court under original jurisdiction, in accordance with the general principles of non-statutory Arbitration, wherein the Conditional Acceptance for the Value/Agreement/Contract no. 2019-0108BRUCWSFCM-S12389981-5577899811<sup>3</sup> constitutes an agreement of all interested parties in the event of a default and acceptance through silence/failure to respond when a request for summary disposition of any claims or particular issue may be requested and decided by the Arbitrator, whereas a designated Arbitrator was chosen at random, who is duly authorized, and in the event of any physical or mental incapacity to act as Arbitrator, the Claimant shall retain the authority to select any neutral(a)/Arbitrator(a) that qualify pursuant to the common law right to arbitration, as the arbitration process is a private remedy decided upon between the parties and with respect to this contractual agreement: the defaulting party waives any and all rights, services, notices, and consents to the Claimant and or the Claimant's representative selection of the Arbitrator thereby constituting agreement and any controversy or claim arising out of or relating in any way to this Agreement or with regard to its formation, interpretation or breach, and any issues of substantive or procedural arbitrability shall be settled by arbitration, and the Arbitrator may hear and decide the controversy upon evidence produced although a party who was duly notified of the arbitration proceeding did not appear; that the Claimant deems necessary to enforce the "good faith" of ALL parties hereto within without respect to venue, jurisdiction, law, and forum the Claimant deems appropriate. "An arbitrator's award should not be vacated for errors of law and fact committed by the arbitrator and the courts should not attempt to mold the award to conform to their sense of justice."<sup>3</sup>

<sup>3</sup> *After v. Celco Insurance Co.*, 110 AD2d 1062, 974 NYS2d 95 (2nd Dept., 2013).

amendments and transcending filings thereto), by reference therein, the Claimant hereby and herein, waives the Claimant's rights as set, established, and the like therein, and as "perfected" within said Financing Statement acting/operating to "register" said Copyright, to allow for the Respondent(s) to enter the record of the alleged "court of record" within the alleged Commercial/Civil/Cause for the SOLE purpose to correct said record and comply with Respondent(s) agreed upon duty/obligation to write the "order" and cause same to be transmitted to restore and release the Claimant, the Claimant's corpus and ALL property currently under a "storage contract" under the Claimant's Common-Law Copyrighted trade-name: i.e., the all-capital-letter "named" defendant within the above referenced alleged Commercial/Civil/Cause, within the alleged commercially "bonded" warehousing agency d.b.a. the commercial corporate Government juridical construct d.b.a. the United States. Please take special note, that the copyright is with reference to the name and its direct association and/or correlation to the presenter.

29. NOTICE: The Arbitrators, "Must not necessarily judge according to the strict law but as a general rule ought chiefly to consider the principles of practical business."<sup>4</sup>

- "Internationally accepted principles of law governing contractual relations."<sup>5</sup>
- If the contract (valid or otherwise) contains an arbitration clause, then the proper forum to determine whether the contract is void or not, is the arbitration tribunal.<sup>6</sup>
- That any determination by the Arbitrator is binding upon all parties, and that all parties agree to abide by the decision of the Arbitrator. The Arbitrator is to render a decision based upon the facts and conclusions as presented within the terms and conditions of the contract. Any default by any party must be supported by proof and evidence of said default, that default shall serve as tacit acquiescence on behalf of the party who defaulted as having agreed to the terms and conditions associated with the self-executing binding irrevocable contract coupled with interests. That the Arbitrator is prohibited from considering and/or relying on statutory law, as it has been held that any time any party relies on or enforces a statute, they possess no judicial power.
- "A judge ceases to set as a judicial officer because the governing principals of administrative law provides that courts are prohibited from substituting their evidence, testimony, record, arguments and rationale for that of the agency. Additionally, courts are prohibited from their substituting their judgments for that of the agency."<sup>7</sup>
- "...Judges who become involved in enforcement of mere statutes (civil or criminal in nature and otherwise), act as mere "clerks" of the involved agency..."<sup>8</sup>

<sup>4</sup> *Norfolk Atlas Insurance Co v London General Insurance Co* (1927) 28 Lloyd's List Rep 104.

<sup>5</sup> *Deutsche Schachtelung v R/As al-Khaimah National Oil Co* (1990) 1 AC 295.

<sup>6</sup> *Hayman v Darvish Ltd.* (1942) AC 356.

<sup>7</sup> *ASI v US*, 568 F.2d 284.

<sup>8</sup> K.C. Davis, ADMIN. LAW, Ch. 1 (CTP, West's 1965 Ed.)

privity of contract, or contract itself improperly identified parties to said judgment, as well as said dispute/matter; and,

25. Respondent(a) agreed and consented that Respondent(a) do have a duty and obligation to Claimant; as well as the corporate Government Department/agency construct(a) Respondent(a) represents/serves, to correct the record in the alleged Commercial/Civil/Cause and thereby; and therein, release the indenture (however termed/styled) upon the Claimant and cause the Claimant to be restored to liberty and release the Claimant's property rights, as well as ALL property held under a storage contract in the "name" of the all-capital-letter "named" defendant within the alleged Commercial/Civil/Cause within the alleged commercially "bonded" warehousing agency d.b.a., for the commercial corporate Government construct d.b.a. the United States. That this arbitration award is to be construed contextually and not otherwise and that if any portion and/or provision contained within this arbitration award, the self-executing binding irrevocable contractual agreement coupled with interests, is deemed non-binding it shall in no way affect any other portion of this arbitration award. That this Arbitrator is permitted and allowed to adjust the arbitration award to no less than two times the original value of the properties associated with this agreement, plus the addition of fines, penalties, and other assessments that are deemed reasonable to the Arbitrator upon presentment of such claim, supported by prima facie evidence of the claim.

26. The defaulting party will be estopped from maintaining or enforcing the original offer/presentment i.e., the above referenced alleged Commercial/Civil/Cause as well as ALL commercial paper (negotiable instruments) therein, within any court or administrative tribunal/unit within any venue, jurisdiction, and forum the Claimant may deem appropriate to proceed within in the event of ANY and ALL breach(a) of this contractual agreement by Respondent(a) to compel specific performance and or damages arising from injuries therefrom. The defaulting party will be foreclosed by laches and/or estoppel from maintaining or enforcing the original offer/presentment in any mode or manner whatsoever, at any time, within any proceeding/action.

27. Furthermore, the Respondent(a) are foreclosed against the enforcement, retaliation, assault, infringement, imprisonment, trespass upon the rights, properties, estate, person whether legal, natural or otherwise of the presenter/petitioner and/or his interest and/or his estate retroactively, at present, post-actively, forever under any circumstances, guise, and/or presumption.

#### NOTICE OF COMMON-LAW ARBITRATION:

28. Please be advised that in-as-much as the Claimant has "secured" the "interest" in the "name" of the all-capital-letter "named" defendant as employed/used upon the face; and within, ALL documents/instruments/records within the alleged Commercial/Civil/Cause, to include any and all derivatives and variations in the spelling of said "name" except the "true name" of the Claimant, through a Common-Law Copyright, filed for record within the Office of the Secretary of State and having "perfected said interest" in same through incorporation within a Financing (and all

job qualifications, and breaching that obligation breaches the contract, for which they cannot address due to the direct conflict of interest. It is as a result of that conflict of interest that binding arbitration shall be instituted.

32. Your failure to respond, and this would include each of the Respondent(s) by their representative, and if represented by the Attorney General, such representation must be responsive for each State and/or State organization/department/agency, separately and severally to each of the points of averment, failure to respond to a single point of averment will constitute acquiescence, forfeiture, and a waiver of all rights with respects all of the points raised in this presentment.

33. Pursuant to the terms of the contractual agreement the Claimant has provided proof that they have attempted to communicate with the Respondent(s) for compliance of the contractual agreement and have exhausted the requirements of the contractual agreement in that regard.

34. The Respondent(s) have agreed and consented to binding arbitration under the terms of the contractual agreement and have waived all rights to vacate, modify, appeal, contest, or collaterally attack the decision, rulings, orders, remedies, and/or award (both interim and final) of this Arbitrator.

**THE FEDERAL ARBITRATION ACT Application:**

35. Pursuant to the contractual agreement's arbitration clause, the agreement evidences a transaction involving or affecting "commerce," within the meaning of Article 9 United States Code Subsection 1, and that the facts attributable to the claimant's in the underlying associated matters/cause/actions are associated with the use of instrumentalities as described in the foreign sovereign immunities act or otherwise affected "commerce among the several states" within the meaning of the statute and Article 9 United States Code § 1.

36. **DUE TO THE FACT THAT THE CONTRACTUAL AGREEMENT IS A BINDING IRREVOCABLE CONTRACT WHICH AFFECTS "COMMERCE," THE ARBITRATION PROVISIONS CONTAINED WITHIN IT ARE "VALID, IRREVOCABLE AND ENFORCEABLE WITHIN THE MEANING OF 9 UNITED STATES CODE SUBSECTION 2.**

37. "Valid, Irrevocable and Enforceable" arbitration agreements and the orders, rulings, decisions, remedies, and award made therefrom may be enforced in the United States courts by way of confirmation and entry of a judgment of the court within the meaning of the statute and Article 9 United States Codes § 9 and §13. The supreme court has explained, "[t]here is nothing malleable about 'must grant,' which unequivocally tells courts to grant confirmation in all cases, except when one of the 'prescribed' exceptions applies."<sup>12</sup> Confirmation of an award is generally a "summary proceeding that merely makes what is already a final arbitration award a judgment of the court."<sup>14</sup>

38. It was held by the supreme court that "the 'wholly groundless'<sup>13</sup> exception to

<sup>12</sup> *Hill St. Assoc., LLC v. Mamm, Inc.*, 552 U.S. 576, 587 (2008).

<sup>13</sup> *Florsung, Inc. v. Piedmont*, 750 F.2d 171, 176 (2d Cir. 1984).

<sup>14</sup> *Henry Schein, Inc. et al. v. Archer & White Sales, Inc.* (2019).

- "...Their supposed 'court' becoming thus a court of limited jurisdiction' as a mere extension of the involved agency for mere superior reviewing purposes."<sup>9</sup> "When acting to enforce a statute, the judge of the municipal court is acting an administrative officer and not as a judicial capacity; courts in administering or enforcing statutes do not act judicially, but, merely administratively."<sup>10</sup>
  - "It is basic in our law that an administrative agency may act only within the area of jurisdiction marked out for it by law. If an individual does not come within the coverage of the particular agency's enabling legislation the agency is without power to take any action which affects him."<sup>11</sup> "It is not every act, legislative in form, that is law. Law is something more than mere will be exerted as an act of power...Arbitrary power, enforcing its edicts to the injury of the person and property of its subjects is not law."<sup>12</sup>
  - Some of the aforementioned cases are not published, however; these are still fundamental principles of law, and one of the fundamental principles of arbitration is that the Arbitrator sits as judge over the facts, and as such to preserve the sanctity of the process and Arbitrator receives the same immunity as a judge and is exempt from prosecution and or review, unless they can be proved that the Arbitrator intentionally ignored the evidence and acted in conspiracy to defraud the parties.
30. As the Claimant has no desire NOR wish to tie the hands of Respondent(s) in performing Respondent(s) agreed upon duty/obligation as set, established, and agreed upon within this Conditional Acceptance for Value and counter offer/claim for Proof of Claim and thereby create/cause a "breach" of said contractually binding agreement on the part of the Respondent(s), Respondent(s) is hereby; and herein, NOTICED that if this waiver of said Copyright is not liberal, NOR extensive enough, to allow for the Respondent(s) to specifically perform all duties/obligations as set, established, and agreed upon within the Conditional Acceptance for Value and counter offer/claim for Proof of Claim: Respondent(s) may; in "good faith" and NOT in fraud of the Claimant, take all needed and required liberties with said Copyright and this waiver in order to fulfill and accomplish Respondent(s) duties/obligations set, established, and agreed upon between the parties to this agreement.
31. If Respondent(s) has any questions and or concerns regarding said Copyright and or the waiver, Respondent(s) is invited to address such questions and or concerns to the Claimant in writing and causing said communiqué to be transmitted to the Claimant and below named Notary/Third Party. The respondents have acted as if the contract quasi-or otherwise does not place a binding obligation upon their persons, upon their organizations, upon their institutions, upon their

<sup>9</sup> K.C. Davis, ADMIN. LAW, P. 95, (CTP, 6 Ed. West's 1977) *FRC v GLE* 281 US 464; *Keller v PK*, 261 US 428.

<sup>10</sup> *Thompson v Smith*, 155 Va. 376, 84 SE 583, 71 ALR 604.

<sup>11</sup> *Endicott v Peckham*, 317 US 501.

<sup>12</sup> *Hernandez v. California* (1894) 110 US 515 (1894).

misrepresentation of facts and other information pertinent to the welfare and well-being of the Claimant. Respondent(s) have failed to provide such compensation as agreed and have failed to provide any documentation which would substantiate their having complied with this requirement of the contractual agreement.

☐ That the Claimant has agreed and accepted the fact that the United States has declared a national banking emergency which is supported by the "EMERGENCY ECONOMIC BANKING RELIEF ACT," "PROCLAMATION 2038, 2039, and 2040," and the "NATIONAL EMERGENCIES ACT," which resulted in the suspension of all normal banking activities and have agreed that any claim of debt by the Respondent(s) is fraudulent, and that they willfully attempted and committed fraud against the Claimant.

☐ That the Respondent(s) have agreed that THE NATIONAL BANKING HOLIDAY permits them to issue what's known as emergency script as prescribed by the March 9, 1933 Act (the reference notes of Congress lend to this conclusion), have agreed to issue book keeping entry credit and/or tax credits to the Claimant in the amount of the initial claim and owe Claimant as much as treble damages associated with the initial claim.

☐ The Respondent(s) have further agreed to turn over any and all properties, assets, securities, documents, accounting records to the claimant's upon demand/default and have failed and/or refused to do so, thus putting them in further breach in violation of the contractual agreement, entitling the Claimant to equitable relief.

**The findings and determination of THIS ARBITRATOR:**

44. It is the determination of this Arbitrator that the following are facts that are undisputed and uncontroverted:

- a. That there is a binding irrevocable contractual agreement that has been coupled with interests that exist between the parties.
- b. That some of the parties had a pre-established relationship which placed an obligation on each to communicate with the other.
- c. That the Respondent(s) have made changes to the original agreement which permitted and allowed the Claimant to present a counter offer and/or conditional acceptance of the offer to change the agreement to the Respondent(s).
- d. That the self-executing binding contract coupled with interests stands as irrevocable.
- e. That the Respondent(s) have agreed to the contract, agreed to all the terms and conditions of the contract by their acceptance of the waiver which was included as part of the contractual agreement; that waiver being the right not to respond as highlighted by the Supreme Court of the United States.

42. "Due process requires, at a minimum, that an individual be given a meaningful

arbitrability is inconsistent with the federal arbitration act and this court's precedent. Under the act, arbitration is a matter of contract, and courts must enforce arbitration contracts according to their terms.<sup>16</sup> The parties to such a contract may agree to have an arbitrator decide not only the merits of a particular dispute, but also "gateway" questions of 'arbitrability.'<sup>17</sup> Therefore, when the parties' contract delegates the arbitrability question to an arbitrator, a court may not override the contract, even if the court thinks that the arbitrability claim is wholly groundless."<sup>17</sup>

#### PROCEDURES ON ARBITRATION PROCEEDINGS:

39. The Claimant is seeking equitable relief and monetary damage relief from the Respondent(s) and that the parties have agreed that arbitration proceedings should be bifurcated into separate phases: Phase One (1) should address the claims for monetary damages; and Phase Two (2) should address the claims for equitable relief.

40. The parties have stipulated that any court of original jurisdiction may enforce the provisions of Phase Two (2) equitable relief awarded by the Arbitrator.

41. This Arbitrator shall have the exclusive jurisdiction for the enforcement of any and all matters associated with Phase One (1) monetary damage relief.

42. Due to time constraints and the paramount danger affecting the public interest, justice, and due process: the parties' consented and applied for the arbitration proceedings to commence without delay.

43. First set of claims' (due to the extensive nature of the claims, each of the claims by the Claimant is incorporated herein by reference) ...

☐ The record shall reflect and note that the Claimant has attached a copy of the original contract which list all the claims within the form of stipulation, that the parties have all agreed to, and that they have incorporated each of those claims by reference. This Arbitrator finds that such incorporation is appropriate and accepts that incorporation as a matter of record.

☐ As noted above, the Claimant has alleged that the Respondent(s) have breached the contractual agreement and because the agreement is binding on all parties and was irrevocable; the Respondent(s) have acted in bad faith, with unclean hands, and have breached their fiduciary duty of care, responsibilities and are liable to the Claimant for the amount of the contractual agreement, plus additional costs, fees, assessments, penalties, and other equitable relief remedies.

☐ That the Respondent(s) have agreed to discontinue all use of the Claimant's personal information, assets, properties, within its publication, its databases, its system of record keeping, and to have surrendered all records associated with this matter to the Claimant and have failed to do as agreed.

☐ That the Respondent(s) have agreed to compensate the Claimant for their gross

<sup>16</sup> *Reese & Carter, West, Inc. v. Jackson*, 561 US 63, 67.  
<sup>17</sup> *Ibid*.

- b. I do not find any of the parties to be suffering from a mental disease and/or defect that would have prevented and/or interfered with their knowing and intentional entering into the binding contractual agreement; and
- c. The arbitration hearing was held on May 13, 2019 at which time this Arbitrator reviewed all contractual agreements and documentary evidence submitted by the parties in this matter.
- d. This Arbitrator fully considered and granted the Claimant's request of March 15, 2019 for summary disposition and further considered all the evidence in reference to the contractual agreement.
- e. This Arbitrator finds that the contractual agreement is binding on some of the parties, remains irrevocable and that the contractual agreement remains in effect as stipulated within the agreement until all the obligations are satisfied by the defaulting party. As of this day, those obligations have not been satisfied and I hereby order the Respondent(s) to satisfy the obligations according to the terms of the contractual agreement, which is not inconsistent with this order; and
- f. This Arbitrator finds that the Respondent(s) have failed to fully perform to the terms of the agreement and that the Claimant is entitled to immediate and unconditional remedy as prescribed within the terms of the contractual agreement; and
- g. A prior relationship did exist between some of the parties and the Respondent(s) had an obligation to respond to the reasonable request of the Claimant; and
- h. The Respondent(s) failed to provide proof that they have not received and/or been notified of the existence of the contractual agreement and of their right to waiver; and
- i. The Respondent(s) failed to respond to the contractual agreement mailed with proof of service by the Claimant on January 08, 2019 which constituted an act of "tacit acquiescence," and
- j. The Respondent(s) have failed to fully perform to the terms of the agreement and the Claimant is entitled to immediate and unconditional remedy as prescribed within the terms of the contractual agreement; and
- k. Therefore, this Arbitrator awards Claimant, Nelson L. Bruce: a total of \$ 740,043.88 (Seven Hundred Forty Thousand Forty Three U.S. Dollars and Thirty Three Cents) from Respondent(s) Wilmington Savings Fund Society, Carington Mortgage Services, LLC and Bank of America, N.A.; as stipulated for breach of the contractual agreement and as agreed to by the parties. The breakdown of such contractual agreement is as follows; and
- l. This Arbitrator awards Claimant, Nelson L. Bruce: a total of \$ 246,681.11 (Two Hundred Forty Six Thousand Six Hundred Eighty One U.S. Dollars and Eleven Cents) from Respondent Wilmington Savings Fund Society; as stipulated for breach of the contractual agreement and as agreed to by the parties; and

opportunity to be heard prior to being subjected by force of law to a significant deprivation. ... That the hearing required by due process is subject to waiver and is not fixed in form does not affect its root requirement that an individual be given an opportunity for a hearing before he is deprived of any significant property interest ...<sup>18</sup>

43. "In the latter case<sup>19</sup> we said that the right to be heard 'has little reality or worth unless one is informed that the matter is pending and can choose for himself whether to appear or default, acquiesce or contest.'<sup>20</sup> The Respondent(s) have failed to provide proof that they have not received and/or been notified of the existence of the contract and of their right to waiver.

44. The Respondent(s) failure to respond constituted an act of "tacit acquiescence."

45. Respondent(s) have failed and/or refused to respond and provide the requested and necessary Proof of Claims as requested by the Claimant. Therefore, it shall be held, noted and agreed to by all the parties: that a general response, a nonspecific response, or a failure to respond with specificities and facts and conclusions of common law, and/or to provide the requested information and documentation that is necessary and in support of the agreement shall constitute a failure and a deliberate and intentional refusal to respond and as a result thereby and/or therein, expressing the defaulting party's consent and agreement to said facts and as a result of the self-executing agreement, the following is contingent upon their failure to respond in good faith, with specificity, with facts and conclusions of common-law to each and every averment, condition, and/or claim raised: as they operate in favor of the Claimant, through "tacit acquiescence." Respondent(s) NOT ONLY expressly affirm the truth and validity of said facts set, established, and agreed upon between the parties to the Conditional Acceptance for Value and counter offer/claim for Proof of Claim, but also Respondent(s) have agreed and consented to Respondent(s) having a duty and obligation to provide the requested and necessary Proof of Claims which will create and establish for Respondent(s) an estoppel in this matter(s), and ALL matters relating hereto; and arising necessarily therefrom...

and

46. Respondent(s) have waived all rights, claims, defenses, and/or standing respecting the matter and is estopped from any collateral attacks and/or seeking disposition from any other venue as a result of the knowing, intentional and deliberate consent to the contractual agreement.

- a. This Arbitrator finds that the Claimant as well as the Respondent(s) are consenting adults, having attained the age of the majority; not a minor, not an infant, not a delinquent, and/or a decedent. All parties are fully capable of entering into and negotiating contracts; and

<sup>18</sup> *Randow v. Appellate Department*, 1971, 5 C3d 436, 450.

<sup>19</sup> *Mallory v. Central Homeowner Trust Co.*, 339 U.S. 306

<sup>20</sup> *Sutcliffe v. Family Finance Corp.*, 395 U.S. 337, 339, 340

must interpret the Act as written, and the Act in turn requires that we interpret the contract as written. When the parties' contract delegates the arbitrability question to an arbitrator, a court may not override the contract. In those circumstances, a court possesses no power to decide the arbitrability issue. That is true even if the court thinks that the argument that the arbitration agreement applies to a particular dispute is wholly groundless."<sup>24</sup>

52. Further, Kavanaugh continued: "That conclusion follows not only from the text of the Act but also from precedent. We have held that a court may not 'rule on the potential merits of the underlying' claim that is assigned by contract to an arbitrator, 'even if it appears to the court to be frivolous.'"<sup>25</sup> A court has "no business weighing the merits of the grievance" because the "agreement is to submit all grievances to arbitration, not merely those which the court will deem meritorious."<sup>26</sup> AT&T Technologies principle applies with equal force to the threshold issue of arbitrability. Just as a court may not decide a merits question that the parties have delegated to an arbitrator, a court may not decide an arbitrability question that the parties have delegated to an arbitrator.

This award is consistent with the following:

53. 5 U.S. Code § 572 - General authority

- (a) An agency may use a dispute resolution proceeding for the resolution of an issue in controversy that relates to an administrative program, if the parties agree to such proceeding.
- (b) An agency shall consider not using a dispute resolution proceeding if—
  - (1) A definitive or authoritative resolution of the matter is required for precedential value, and such a proceeding is not likely to be accepted generally as an authoritative precedent;
  - (2) The matter involves or may bear upon significant questions of Government policy that require additional procedures before a final resolution may be made, and such a proceeding would not likely serve to develop a recommended policy for the agency;
  - (3) Maintaining established policies is of special importance, so that variations among individual decisions are not increased and such a proceeding would not likely reach consistent results among individual decisions;
  - (4) The matter significantly affects persons or organizations who are not parties to the proceeding;
  - (5) A full public record of the proceeding is important, and a dispute resolution proceeding cannot provide such a record; and
  - (6) The agency must maintain continuing jurisdiction over the matter with authority to alter the disposition of the matter in the light of changed circumstances, and a dispute resolution proceeding would interfere with the agency's fulfilling that requirement.

<sup>24</sup> *Henry Schein, Inc., et al. v. Archer & White Sales, Inc.* (2019).

<sup>25</sup> *AT&T Technologies, Inc. v. Communications Workers*, 475 U. S. 643, 649–650 (1986).

<sup>26</sup> *Steelworkers v. American Mfg. Co.*, 363 U. S. 564, 568 (1960).

- m. This Arbitrator awards Claimant, Nelson L. Bruce; a total of \$ 246,681.11 (Two Hundred Forty Six Thousand Six Hundred Eighty One U.S. Dollars and Eleven Cents) from Respondent Carrington Mortgage Services, LLC; as stipulated for breach of the contractual agreement and as agreed to by the parties; and
  - n. This Arbitrator awards Claimant, Nelson L. Bruce; a total of \$ 246,681.11 (Two Hundred Forty Six Thousand Six Hundred Eighty One U.S. Dollars and Eleven Cents) from Respondent Bank of America, N.A. as stipulated for breach of the contractual agreement and as agreed to by the parties; and
  - o. The Respondent(s) have thirty (30) days from receipt of this Award to comply with the decision of this Arbitrator. In the event that the Respondent(s) fail to comply with the decision of this Award, this Arbitrator may re-visit this matter to award the Claimant with punitive damages.
  - p. The agreement stipulates that this Arbitrator may adjust the amount of the award to include fees, adjustments, costs, and other expenses.
48. The Supreme Court has explained, "[t]here is nothing malleable about 'must grant,' which unequivocally tells courts to grant confirmation in all cases, except when one of the 'prescribed' exceptions applies."<sup>21</sup> A Judicial review of an arbitrator's award is extremely limited, and the court must accept the arbitrator's credibility determinations, even where there is conflicting evidence and room for choice exists.<sup>22</sup> "An arbitrator's award should not be vacated for errors of law and fact committed by the arbitrator and the courts should not attempt to mold the award to conform to their sense of justice."<sup>23</sup>
49. This order shall be binding on all the parties, in all jurisdictions, and shall take precedent over all collateral and/or related matters heretofore, at present and forthwith until the agreement is fully satisfied. The Respondent(s) are estopped from maintaining and/or bringing forth any action against the Claimant, the Claimant's heirs, and/or the Claimant's properties permanently. This order shall constitute a permanent injunction against the Respondent(s) respecting the Claimant's and the Claimant's interest comprised and embodied within the contractual agreement.
50. The Respondent(s) are hereby ordered to release any and all claims against any and all properties of the Claimant's, to return any and all properties held in any manner, to include records, documents, audiotapes, discoveries, exculpatory or otherwise, and that this order/mandate shall not be construed other than its intent and its contextual rendering.
51. Accordingly, Justice Kavanaugh of the Supreme Court expressed his opinion as "We

<sup>21</sup> *Hall St. Assoc., LLC v. Mattel, Inc.*, 552 U.S. 576, 587 (2008).

<sup>22</sup> *Matter of Long Is. Ins. Co. v. Motor Vehicle Accident Indemnification Corp.*, 57 AD3d 670, 869 NYSD 195 (2nd Dept., 2008). *White v. Roosevelt Union Free School District Board of Educ.*, 147 AD3d 1071, 48 NYSD 220 (2nd Dept., 2017).

<sup>23</sup> *Affar v. Getco Insurance Co.*, 110 AD3d 1062, 974 NYSD 95 (2nd Dept., 2013).

(4) That the Arbitrator operated only within the powers delegated by the contractual agreement, powers that were detailed in the agreement, and to the best of the Arbitrator's ability have perfectly executed those powers to the extent that a mutual, final, and definite award upon the subject matter submitted has been rendered. Title 5 §572 has been complied with by this Arbitrator and SITCOMM ARBITRATION ASSOCIATION.

57. That this award may only be modified under the following circumstances —

(a) Where there was an evident material miscalculation of figures or an evident material mistake in the description of any person, thing, or property referred to in the award, the Arbitrator relied on the contract and the amount specified within the agreement; and

(b) Where the Arbitrators may have awarded upon a matter not submitted to them, unless it is a matter not affecting the merits of the decision upon the matter submitted, the Arbitrator has relied upon the evidence presented and the contractual agreement and terms specified therein; and

(c) Where the award is imperfect in matter of form not affecting the merits of the controversy.

This Arbitrator may modify and correct the award, so as to effect the intent thereof and promote justice between the parties, the Arbitrator has intended to promote justice, fairness, and render due process between the parties irrespective of the Arbitrator's personal opinion, rationale, arguments and/or disposition.

58. It shall be forever known and stated, that this Arbitrator relied on the evidence presented and the intentions of the contract and not otherwise. That I am duly appointed by the parties as stipulated in the agreement and as per the law this order is binding on all parties and I have come to the conclusions stated herein based on the facts and the evidence presented at the time of this arbitration award. This decision and/or rendering is not interim, that this is a final decree and judgment by this Arbitrator shall remain in effect and enforced as un-amendable immediately upon issuance.

**NOTICE OF THE ISSUANCE OF THE AWARD TO BE DELIVERED TO:**

**ORIGINAL:**

**CLAIMANT**

ADDRESS: Nelson L. Bruce  
144 Pavilion Street  
Summerville, South Carolina 29483  
United States of America

**COPIES:**

**RESPONDENT(S)**

Wilmington Savings Fund Society  
Attention: Mark A. Turner, Chief Executive Officer  
500 Delaware Avenue  
Wilmington, Delaware 19801

(7) Alternative means of dispute resolution authorized under this subchapter are voluntary procedures which supplement rather than limit other available agency dispute resolution techniques.<sup>57</sup>

54. The Claimant and Respondent(s) have agreed that this private contractual agreement involving private parties has no bearing on the public and/or the SITCOMM ARBITRATION ASSOCIATION'S policies and/or procedures, and that the award is consistent with the terms of the agreement and the general principles of arbitration that have been delineated through the annuals a time.

55. That the contractual agreement between the parties was specific to the parties only and did not involve any nonrelated party and/or entity, does not affect government and/or its abilities to carry out its functions, policies, and/or procedures. That the parties saw arbitration as an alternative remedy and agree to the alternative remedy within the construct of the binding irrevocable contractual agreement that remains coupled with interests.

56. That the term and/or phrase agency as defined by the statute does not apply to the parties and their private contractual matters, - (1)"agency" means each authority of the Government of the United States, whether or not it is within or subject to review by another agency, but does not include— (A) the Congress; (B) the courts of the United States; (C) the governments of the territories or possessions of the United States; (D) the government of the District of Columbia; (E) agencies composed of representatives of the parties or of representatives of organizations of the parties to the disputes determined by them; (F) courts martial and military commissions; (G) military authority exercised in the field in time of war or in occupied territory; or (H) functions conferred by: subchapter II of or sections 1884, 1891–1902, and former appendix: 1.

(a) that none of the following cases apply wherein the award may be vacated—

- (1) As this Arbitrator relied upon the facts and evidence<sup>58</sup> presented and that the award was not procured by corruption, fraud, or undue means; and/or
- (2) That no aspect of the parties political affiliation, sexual orientation, gender, religious Association, and/or otherwise partiality or corruption are present in the Arbitrators, or and/or the issuance of this award; and/or
- (3) The Arbitrator is not guilty of misconduct in refusing to postpone the hearing, as each party was given an opportunity to have such a hearing postponed whether or not they provided sufficient cause, or and that there was in no case a refusal to hear evidence pertinent and material to the controversy; or any misbehavior by which the rights of any party could be perceived as having been prejudiced; and/or

<sup>57</sup> Added Pub. L. 101-532, § 4(b), Nov. 15, 1990, 104 Stat. 2739, § 582; amended § 572, Pub. L. 102-354, § 3(b)(2), Aug. 26, 1992, 106 Stat. 944.

<sup>58</sup> *Singh v. Raymond James Fin. Servs., Inc.*, No. 13-cv-1323, 2014 WL 11370123, (S.D.N.Y. March 28, 2014). "[Typically, 'arbitrators need not explain their rationale for an award'" (quoting *Barber v. Shaveron Lehman Hutton Inc.*, 948 F.2d 117, 121 (2d Cir. 1991)).

Office of the Treasurer  
Treasurer of the United States  
1500 Pennsylvania Ave, N.W. Room 2134  
Washington, D.C. 20220

EMAIL: leonbruce81@yahoo.com

SO, AWARDED.

Be it so this 18th day May 2019.

At: Laurel, Mississippi



Arbitrator's Signature: \_\_\_\_\_

*Sandra Goulette*  
SANDRA GOULETTE

*Alden Bennett*

Committee Member's Signature: \_\_\_\_\_

ALDEN A. BENNETT

IMPORTANT NOTICE: Certification of services rendered. The Original Arbitration Award is given to the Claimant to be retained as private property. No Trespass. Certified Copies of the Original can only be issued with permission of SITCOMM ARBITRATION ASSOCIATION.

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Albortelli Law  
William S. Koehler on behalf of Wilmington Savings Fund Society, FSB  
1201 Main Street, Suite 1450  
Columbia, South Carolina 29201

Bank of America, N.A.  
Brian Moynihan, Chief Executive Officer  
100 N. Tryon Street  
Charlotte, North Carolina 28255

The District Court of the United States - Charleston Division/Civil  
85 Broad Street  
Charleston, South Carolina 29401

Carrington Mortgage Services, LLC  
Attention: Bruce Rose, Chief Executive Officer  
P.O. Box 5001  
Westfield, Indiana 46074

United States Attorney General William Barr  
U.S. Department of Justice  
950 Pennsylvania Avenue, N.W.  
Washington, D.C. 20530

Justice John Glover Roberts, Jr.  
United States Supreme Court  
1 First Street, N.E.  
Washington, D.C. 20543

Chief Justice Donald W. Beatty  
South Carolina Supreme Court  
1231 Gervais Street  
Columbia, South Carolina 29201

Fiscal Service Director, Finance Office  
United States Department of Agriculture  
1400 Independence Avenue, S.W.  
Washington, D.C. 20250

Attorney General Alan Wilson  
State of South Carolina Attorney General's Office  
P.O. Box 11549  
Columbia, South Carolina 29211

South Carolina Housing Trust Fund  
Attention: Tracey C. Easton  
300-C Outlet Points Boulevard  
Columbia, South Carolina 29210

The Honorable Henry McMaster  
Governor of the State of South Carolina  
1100 Gervais Street  
Columbia, South Carolina 29201

United States House of Representatives  
Attention: Joe Cunningham  
530 Jahnke Dodds Boulevard, Suite 201  
Mt. Pleasant, South Carolina 29464

Office of the State Treasurer  
South Carolina State Treasurer  
1200 Senate Street, Suite 214 Wade Hampton Building  
Columbia, South Carolina 29201

South Carolina House of Representatives  
310A Blatt Building, 1105 Pendleton Street  
Columbia, South Carolina 29201

**SITCOMM ARBITRATION ASSOCIATION**  
 8764 Rosalie Avenue # 440223  
 Brentwood, Missouri 63144  
 + 1 (877) 631-1722

Website: [saalimited.com](http://saalimited.com)

Email: [support@saalimited.com](mailto:support@saalimited.com)

## **ALL-PURPOSE PROOF OF SERVICE**

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I, **SITCOMM ARBITRATION ASSOCIATION**, being at or above the age of 18, of the majority and not a party to the action, a citizen of the United States of America, did mail the document entitled: **FINAL ARBITRATION AWARD**

by placing it in an envelope addressed to: Name and address:

**WILLIAM S KOEHLER**  
**ALBERTELLI LAW**  
 1201 MAIN ST  
 STE 1450  
 COLUMBIA, SC 29201-3270  
 9405503699300019036921

**BRIAN MOYNIHAN**  
**BANK OF AMERICA**  
 100 N TRYON ST  
 CHARLOTTE, NC 28202-4000  
 9405503699300019036932

**DISTRICT COURT OF THE UNITED STATES**  
 85 BROAD ST  
 CHARLESTON, SC 29401-2202  
 9405503699300019036969

**JOE CUNNINGHAM**  
**UNITED STATES HOUSE OF REPRESENTATIVES**  
 530 JOHNNIE DODDS BLVD  
 STE 201  
 MT PLEASANT, SC 29464-3083  
 9405503699300019036976

**WILLIAM BARR**  
**UNITED STATES ATTORNEY GENERAL**  
 950 PENNSYLVANIA AVE NW  
 WASHINGTON, DC 20530-0009  
 9405503699300019036983

**FINANCE OFFICE**  
**UNITED STATES DEPT OF AGRICULTURE**  
 1400 INDEPENDENCE AVE SW  
 WASHINGTON, DC 20250-0002  
 9405503699300019037072

**NELSON L BRUCE**  
 144 PAVILION ST  
 SUMMERVILLE, SC 29483-8444

**TREASURER OF THE UNITED STATES**  
 1500 PENNSYLVANIA AVE NW  
 RM 2134  
 WASHINGTON, DC 20220-0001  
 9405503699300019037287

**MARK A TURNER**  
**WILMINGTON SAVINGS FUND SOCIETY**  
 500 DELAWARE AVE  
 WILMINGTON, DE 19801-1490  
 9405503699300019037300

**SOUTH CAROLINA HOUSE OF REPRESENTATIVES**  
 1105 PENDLETON ST # 310  
 COLUMBIA, SC 29201-3732  
 9405503699300019037317

**JOHN G ROBERTS**  
**UNITED STATES SUPREME COURT**  
 1 1ST ST NE  
 WASHINGTON, DC 20543-0001  
 9405503699300019037232

# SITCOMM ARBITRATION ASSOCIATION

1001 South White Oak Road  
White Oak, Texas 75693  
+ 1 (877) 631-1722

Exhibits/Evidence - K

Website: [www.saalimited.com](http://www.saalimited.com)

Email: [support@saalimited.com](mailto:support@saalimited.com)

## Office of the Committee

This Certification is not valid for use anywhere within the United States of America, its territories or possessions. This Certification does not certify the content of the document for which it is issued.

I, Alden Bennett, Committee Member of SITCOMM Arbitration Association, under and by virtue of the authority vested in me by the Federal Arbitration Act Title 9 Sections 1-9 of the United States Code, Do Hereby Certify that:

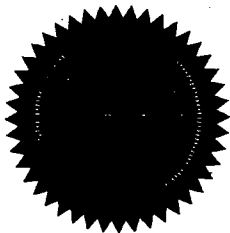
Sandra Goulette

This Arbitrator has created and executed the attached Arbitration Award, was on the date thereof, the duly qualified Arbitrator for SITCOMM Arbitration Association whose official acts as such should be given full faith and credit in all Courts and Justice and elsewhere.

In Testimony Whereof, I hereunto set my hand and have caused to be affixed a director's autograph, on this 13<sup>th</sup> day April year of 2017 month, in the year of our Lord.

*Alden Bennett*

Alden Bennett  
SITCOMM ARBITRATION ASSOCIATION COMMITTEE MEMBER



No. SAA-ZZZ7SQ-3P651G3-C4A9OYA-9984748-BRUCB



ALAN WILSON  
SOUTH CAROLINA ATTORNEY GENERAL  
PO BOX 11549  
COLUMBIA, SC 29211-1549  
9405503699300019037102

HENRY MCMASTER  
GOVERNOR OF SOUTH CAROLINA  
1100 GERVAIS ST  
COLUMBIA, SC 29201-6215  
9405503699300019037133

SOUTH CAROLINA STATE TREASURER  
1200 SENATE ST  
STE 214  
COLUMBIA, SC 29201-3734  
9405503699300019037218

BRUCE ROSE  
CARRINGTON MORTGAGE SERVICES  
PO BOX 5001  
WESTFIELD, IN 46074-5001  
9405503699300019037225

DONALD W BEATTY  
SOUTH CAROLINA SUPREME COURT  
1231 GERVAIS ST  
COLUMBIA, SC 29201-3206  
9405503699300019037249

TRACEY E EASTON  
SOUTH CAROLINA HOUSING TRUST FUND  
300 OUTLET POINTE BLVD STE C  
COLUMBIA, SC 29210-3652  
9405503699300019037270

Affixing the proper postage and depositing it with the local postal carrier, also being of the age of the majority, and not a party to this action who upon receipt guarantees delivery as addressed and/or local dropbox guaranteeing the same as prescribed in law. If called upon I provide this sworn testimony based on first-hand knowledge of the aforementioned events attesting and ascribing to these facts on this day May 21, 2019.

THE SITCOMM ARBITRATION ASSOCIATION



NOTICE OF MOTION SCHEDULING

June 14, 2019



Motion "MOFREE - Motion/TRO (FILING FEE CONTESTED)" for  
Case: 2016CP1801678 - Wilmington Savings Fund Society FSB as  
Trustee of Stanwich M , plaintiff, et al VS Nelson L Bruce , defendant,  
et al has been added to the following Motions Roster:

484 - 7/30/2019 Motion Roster - Hon. Maite' Murphy

This hearing of this motion has been scheduled for 7/30/2019 at 10:30  
AM.

NOTICE OF MOTION ROSTER: July 30, 2019 - Hon. Maite' Murphy Presiding. 5200 E.  
Jim Bilton Blvd., Courtroom TBD, St. George, SC 29477. Motion Hearings can be continued  
by the Clerk with written consent from all parties. Please contact the Melissa Bates if your  
motion has been resolved. She can be reached at mbates@dorchestercountysc.gov. s/Diane  
S. Goodstein, Chief Administrative Judge, by Becky Stevens, Chief Deputy Clerk of Court  
(bstevens@dorchestercountysc.gov).

Mail Notice To:

Nelson L Bruce  
1605 Central Avenue, Ste 6 #167  
Summerville, SC 29483

Court Info:

Common Pleas  
5200 E. Jim Bilton Blvd.  
St. George, SC 29477-9477

If you have any questions regarding the scheduling of this motion, please contact the courts at:

(843)563-0108

Respectfully,

Cheryl Graham  
Clerk of Court

CHERYL GRAHAM  
CLERK OF COURT  
DORCHESTER COUNTY

2019 JUN 14 AM 10:29

FILED-RECORDED

NOTICE OF MOTION SCHEDULING

June 14, 2019



Motion "MDISMS - Motion/Dismiss 9/25/17 Order (FILING FEE  
CONTESTED)" for Case: 2016CP1801678 - Wilmington Savings Fund  
Society FSB as Trustee of Stanwich M , plaintiff, et al VS Nelson L  
Bruce , defendant, et al has been added to the following Motions Roster:

484 - 7/30/2019 Motion Roster - Hon. Maite' Murphy

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S. Goodstein, Chief Administrative Judge, by Becky Stevens, Chief Deputy Clerk of Court  
(bstevens@dorchestercountysc.gov).

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(843)563-0108

Respectfully,

Cheryl Graham  
Clerk of Court

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CHERYL GRAHAM  
CLERK OF COURT  
DORCHESTER COUNTY

NOTICE OF MOTION SCHEDULING

June 14, 2019



**Motion "MVACAT - Motion/Vacate 9/15/17 Order (FILING FEE  
CONTESTED)" for Case: 2016CP1801678 - Wilmington Savings Fund  
Society FSB as Trustee of Stanwich M , plaintiff, et al VS Nelson L  
Bruce , defendant, et al has been added to the following Motions Roster:**

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motion has been resolved. She can be reached at [mbates@dorchestercountysc.gov](mailto:mbates@dorchestercountysc.gov). s/Diane  
S. Goodstein, Chief Administrative Judge, by Becky Stevens, Chief Deputy Clerk of Court  
([bstevens@dorchestercountysc.gov](mailto:bstevens@dorchestercountysc.gov)).

Mail Notice To:

Nelson L Bruce  
1605 Central Avenue, Ste 6 #167  
Summerville, SC 29483

Court Info:

Common Pleas  
5200 E. Jim Bilton Blvd.  
St. George, SC 29477-9477

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**(843)563-0108**

Respectfully,

Cheryl Graham  
Clerk of Court

CHERYL GRAHAM  
CLERK OF COURT  
DORCHESTER COUNTY

2019 JUN 14 AM 10:29

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NOTICE OF MOTION SCHEDULING

June 14, 2019



**Motion "MDISMS - Motion/Dismiss (FILING FEE CONTESTED)" for Case: 2016CP1801678 - Wilmington Savings Fund Society FSB as Trustee of Stanwich M , plaintiff, et al VS Nelson L Bruce , defendant, et al has been added to the following Motions Roster:**

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| Mail Notice To:                                                            | Court Info:                                                           |
|----------------------------------------------------------------------------|-----------------------------------------------------------------------|
| Nelson L Bruce<br>1605 Central Avenue, Ste 6 #167<br>Summerville, SC 29483 | Common Pleas<br>5200 E. Jim Bilton Blvd.<br>St. George, SC 29477-9477 |

**If you have any questions regarding the scheduling of this motion, please contact the courts at:**

**(843)563-0108**

Respectfully,

Cheryl Graham  
Clerk of Court

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CHERYL GRAHAM  
CLERK OF COURT  
DORCHESTER COUNTY

NOTICE OF MOTION SCHEDULING

June 14, 2019



**Motion "MVACAT - Motion/Vacate 3/23/18 Order (FILING FEE CONTESTED)" for Case: 2016CP1801678 - Wilmington Savings Fund Society FSB as Trustee of Stanwich M , plaintiff, et al VS Nelson L Bruce , defendant, et al has been added to the following Motions Roster:**

**484 - 7/30/2019 Motion Roster - Hon. Maite' Murphy**

**This hearing of this motion has been scheduled for 7/30/2019 at 10:30 AM.**

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Mail Notice To:

Nelson L Bruce  
1605 Central Avenue, Ste 6 #167  
Summerville, SC 29483

Court Info:

Common Pleas  
5200 E. Jim Bilton Blvd.  
St. George, SC 29477-9477

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**(843)563-0108**

Respectfully,

Cheryl Graham  
Clerk of Court

CHERYL GRAHAM  
CLERK OF COURT  
DORCHESTER COUNTY

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NOTICE OF MOTION SCHEDULING

June 14, 2019



Motion "MDISMS - Motion/Dismiss and Order of Reference" for Case: 2016CP1801678 - Wilmington Savings Fund Society FSB as Trustee of Stanwich M , plaintiff, et al VS Nelson L Bruce , defendant, et al has been added to the following Motions Roster:

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Nelson L Bruce  
1605 Central Avenue, Ste 6 #167  
Summerville, SC 29483

Court Info:

Common Pleas  
5200 E. Jim Bilton Blvd.  
St. George, SC 29477-9477

If you have any questions regarding the scheduling of this motion, please contact the courts at:

(843)563-0108

Respectfully,

Cheryl Graham  
Clerk of Court

CHERYL GRAHAM  
CLERK OF COURT  
DORCHESTER COUNTY

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NOTICE OF MOTION SCHEDULING

June 14, 2019



Motion "MOFREE - Amended Motion/Pre Trial Discovery" for Case: 2016CP1801678 - Wilmington Savings Fund Society FSB as Trustee of Stanwich M , plaintiff, et al VS Nelson L Bruce , defendant, et al has been added to the following Motions Roster:

484 - 7/30/2019 Motion Roster - Hon. Maite' Murphy

This hearing of this motion has been scheduled for 7/30/2019 at 10:30 AM.

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| Mail Notice To:                                                            | Court Info:                                                           |
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If you have any questions regarding the scheduling of this motion, please contact the courts at:

(843)563-0108

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Cheryl Graham  
Clerk of Court

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CHERYL GRAHAM  
CLERK OF COURT  
DORCHESTER COUNTY

that covers the dispute, arbitration should generally be ordered.” *Partain v. Upstate Auto. Grp.*, 386 S.C. 488, 491, 689 S.E.2d 602, 603–04 (2010) (per curiam).

“To decide whether an arbitration agreement encompasses a dispute, a court must determine whether the factual allegations underlying the claim are within the scope of the broad arbitration clause, regardless of the label assigned to the claim.” *Id.* (quoting *Zabinski*, 346 S.C. at 597, 553 S.E.2d at 118). “Any doubts concerning the scope of arbitrable issues should be resolved in favor of arbitration.” *Id.* (quoting *Zabinski*, 346 S.C. at 597, 553 S.E.2d at 118).

“[E]ven if the court finds that a claim is outside the scope of the arbitration clause, the clause may still apply.” *Partain*, 386 S.C. at 492, 689 S.E.2d at 604. Both the U.S. Court of Appeals for the Fourth Circuit and our supreme court “have held that the sweeping language of broad arbitration clauses applies to disputes in which a significant relationship exists between the asserted claims and the contract in which the arbitration clause is contained.” *Landers*, 402 S.C. at 109, 739 S.E.2d at 214 (citing *J.J. Ryan*, 863 F.2d at 319; *Zabinski*, 346 S.C. at 598, 553 S.E.2d at 119). “Thus, a claim falls within the scope of an arbitration clause if it is encompassed by the language of the clause or if a ‘significant relationship’ exists between the claim and the contract.” *Partain*, 386 S.C. at 492, 689 S.E.2d at 604.

3. The Plaintiffs’ by their attorneys have provided no evidence verifying that they have not agreed to the contract, its terms and provisions nor arbitration in the timeframe required in the contract therefor any arguments in regards to an the parties not agreeing to arbitrate is just hearsay, invalid, meritless and not supported evidenced by the arbitration award, the agreement/contract, addendum and default filed on the record in this case as **Exhibits/Evidence J-K** which is incorporated by reference with this notice and supports and evidences that there is and or was an agreement to arbitrate.
4. This court has no say so, no jurisdiction in regards to arbitration as held by the Supreme Court in its unanimous decision 2019 ruling *Henry Schein, Inc. v. Archer and White Sales, Inc.*, No. 17-1272 (U.S. Sup. Ct. Jan. 8, 2019) ... it was held that the courts must interpret the Act as written, and the Act in

IN THE COURT OF COMMON PLEAS FOR DORCHESTER COUNTY

IN AND FOR THE REPUBLIC OF SOUTH CAROLINA

Page | 182

|                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                              |
|--------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>Wilmington Savings Fund Society FSB as Trustee,</p> <p>Plaintiff(s),</p> <p>v.</p> <p>Nelson L. Bruce, Sui Juris, et al.,</p> <p>Defendants(s).</p> | <p>Sub contract case No. 16-CP-18-1678</p> <p><b>NOTICE TO THE COURT IN<br/>REGARDS TO ANY HEARINGS<br/>NOTICE OF FINDINGS BY THE<br/>ARBITRATOR<br/>NOTICE TO CEASE AND DESIST</b></p> <p>Evidence introduction in the form of an<br/>Affidavit which if Un-rebutted must stand<br/>as true in support of any hearings.</p> |
|--------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

**An Affidavit: EVIDENCE FOR THE RECORD OF THE AFOREMENTIONED  
MATTER**

Comes now Defendant, Nelson L. Bruce, the natural man, of the age of the majority, with all natural rights explicitly reserved and retained and exercised at all times, hereby presents this notice to the court, deputy clerk and Judge of record, and all parties to this case of the following:

1. The parties entered into an agreement that incorporated with it an "Arbitration Clause" (Exhibits/Evidence - J) where the parties upon default agreed that arbitration is the exclusive remedy to resolve any and all claims, disputes, and controversies where Defendant filed a Presentment to compel arbitration/motion to stay any and all further proceeding until arbitration has been completed therefore, all hearing should be and should have been stayed pending arbitration once they obtained jurisdiction.
2. This state and the nation has a national policy favoring arbitration. "The policy of the United States and South Carolina is to favor arbitration of disputes." Zabinski, 346 S.C. at 596, 553 S.E.2d at 118. "Unless a court can say with positive assurance that the arbitration clause is not susceptible to any interpretation

"Federal Arbitration Act," for acting in bad behavior while sitting in office. The District Court of South Carolina found, in favor of arbitration based largely upon the specific language of the "arbitration agreement" but also based upon the overall federal policy supporting arbitration. *Devon Smith, individually and on behalf of all others similarly situated v. General Information Solutions, LLC*, WL 2018 6528155 Case No.: 3:18-2354-MGL (December 11, 2018).

7. The parties to this agreement accepted the terms and provisions of the arbitration agreement as referenced in the agreement/contract and addendum by their actions evidenced by their default as also affirmed in a similar case by the 11<sup>th</sup> circuit appeals as the court has to go by the agreement terms of the contract, see...*Dye v. Tamko Building Products, Inc.*, No. 17-14052 (11th Cir. 2018). The South Carolina courts agree that, no requirement exists under the Federal Arbitration Act (FAA) or in contract law that a contract must be signed by all parties to be enforceable. Unless the parties contract otherwise, the FAA applies to any arbitration agreement involving interstate commerce, regardless of whether the parties contemplated an interstate transaction. *Munoz v. Green Tree Fin. Corp.*, 343 S.C. 531, 538, 542 S.E.2d 360, 363 (2001). Nonetheless, "[g]eneral contract principles of state law apply to arbitration clauses governed by the FAA," *Id.* at 539, 542 S.E.2d at 364. The referenced agreement involves commerce.
8. The Arbitration Award is final and binding on the parties.
9. The Federal Arbitration Act preempts any and all state laws and arbitration laws (*Zabinski v. Bright Acres Associates SC Sup. Court Sept. 4, 2001 Opinion No. 25358*). To fulfill the purpose of enforcing arbitration clauses more uniformly throughout the country, Congress established a broad principal of enforceability within the provisions of the FAA. *Doctor's Assoc. V. Casarotto*, 517 U.S. 681, 685 (quoting *Southland Corp. v. Keating*, 465 U.S. 1, 11 (1984)). The Supreme Court has determined that "Congress would not have wanted state and federal courts to reach different outcomes about the validity of arbitration in similar cases." *Allied-Bruce*, 513 U.S. at 72, citing *Southland Corp.*, 465 U.S. at 15-

turn requires that we interpret the contract as written. When the parties' contract delegates the arbitrability question to an arbitrator, a court may not override the contract. In those circumstances, a court possesses no power to decide the arbitrability issue. That is true even if the court thinks that the argument that the arbitration agreement applies to a particular dispute is wholly groundless. That conclusion follows not only from the text of the Act but also from precedent. We have held that a court may not "rule on the potential merits of the underlying" claim that is assigned by contract to an arbitrator, "even if it appears to the court to be frivolous." **AT&T Technologies, Inc. v. Communications Workers**, 475 U. S. 643, 649–650 (1986). A court has "no business weighing the merits of the grievance" because the "agreement is to submit all grievances to arbitration, not merely those which the court will deem meritorious." *Id.*, at 650 (quoting **Steelworkers v. American Mfg. Co.**, 363 U. S. 564, 568 (1960)). Therefore this case should have been compelled to arbitration and any further proceedings stayed pending arbitration immediately after any appeals and or mandates were issued.

5. If the contract (valid or otherwise) contains an arbitration clause, then the proper forum to determine whether the contract is void or not, is the arbitration tribunal (see... **Heyman v Darwins Ltd.** [1942] AC 356).
6. As of **May 13, 2019**, Arbitration has been completed (see...**Exhibits/Evidence – K** filed on the record in this case on **June 13, 2019** and is hereby incorporated by reference with this notice) where the arbitrator has already decided that there is an irrevocable agreement coupled with interest between the parties (the respondents), the contract was valid, the arbitration clause was valid, the other party/parties to the contract was in default and violated the terms of the contract, that the parties was and are estopped from any further collateral attacks as it pertains to the parties to this case. The Plaintiffs and their alleged attorneys are moving forward with this foreclosure actions is in violation of the contract, its provisions and terms and is being documented as such. So if any judge to this case plans on making a judgment in this matter contrary to the terms of the arbitration award and the defendant's interests, you will be in violation of the

## JURAT

STATE OF SC

COUNTY OF Durham

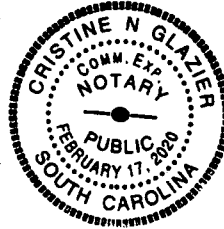
Page | 185

On July 2, 2019, before me Nelson L. Bruce Notary Public, personally stood Nelson L. Bruce, a natural person, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

**I certify under PENALTY OF PERJURY under the laws of the State of SOUTH CAROLINA that the foregoing paragraph is true and correct.**

Witness my hand and official seal of my office.

Signature \_\_\_\_\_



SEAL

16. Accordingly, the "the Court also concluded that the Federal Arbitration Act preempts state law; and it held that state courts cannot apply state statutes that invalidate arbitration agreements."
10. All further hearings must be removed from the roster/dismissed based off the findings of the arbitrator and the Arbitration Award which covers any claims, disputed, and controversies in this matter in regards to any previous motions filed in this court by both the Plaintiffs' and the Defendants. Defendant does not wish to breach the contract therefore hereby objects to and rejects any efforts and or offers by the court to do so with the scheduling of any hearings in regards to any previous motions filed before the Presentment to compel arbitration/motion to stay which covers matters already resolved in arbitration that would conflict with the contract, the arbitration award and the findings of the arbitrator. This court has no jurisdiction to make any judgment in regards to Arbitration nor the Defendants Counter Claims as they are governed under Federal Law, the amount, and you are not a court specified in the agreement/contract.
11. The Plaintiffs and their attorneys are hereby demanded to cease and desist from any further collection activities, as your continuance will be in breach of the agreement and in violation of the terms of the contract.

#### CONCLUSION

For the reasons specified above, this court is to review the Arbitration award, the Arbitrators Findings and based off the findings of the Arbitrator, and the proposed order presented to the clerk, the court and all other parties to this case on or about April 10, 2019, remove any and all hearings from the roster, dismiss the Plaintiffs' claims with prejudice and remand the remaining claims to a court of original jurisdiction and or as specified in the agreement/contract.

RESPECTFULLY PRESENTED,

"Without Prejudice"

Nelson L. Bruce 7-2-19 Void/non- assumptit  
THE BENEFICIAL OWNER OF THE CESTI QUI EQUITABLE TRUST  
Nelson L. Bruce, Propria Persona, Sui Juris  
All Natural Rights Explicitly Reserved and Retained  
U.C.C. 1-207/1-308, 1.103.6  
c/o PMB 1605 Central Avenue, Ste.6 #167  
Summerville South Carolina 29483, Ph. 843-437-7901



IN THE COURT OF COMMON PLEAS FOR DORCHESTER COUNTY  
IN AND FOR THE REPUBLIC OF SOUTH CAROLINA

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|                                                                                                                                                  |                                                                          |
|--------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------|
| Wilmington Savings Fund Society FSB as Trustee,<br><br>Plaintiff(s),<br><br>vs.<br><br>Nelson L. Bruce, Sui Juris, et al.,<br><br>Defendants(s). | Sub contract case No. 16-CP-18-1678<br><br><b>CERTIFICATE OF SERVICE</b> |
|--------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------|

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and correct copy of the "NOTICE/AFFIDAVIT" have been electronically mailed to all parties on the service list and the court via the UNITED STATES POST OFFICE via the UNITED STATES POSTAL SERVICE via First Class Postage Prepaid under Certified Mail.

RESPECTFULLY PRESENTED,

**Addressed to:**

ALBERTELI LAW  
Attention: William S. Koehler (Plaintiffs' Attorneys)  
201 Main Street, Suite 1450  
Columbia, South Carolina 29201  
Certified Mail No.: 7018 0360 0001 0343 3559

South Carolina Housing Trust Fund  
SC Housing Corp  
Attention: Tracey C. Easton (Defendant Attorney)  
300-C Outlet Pointe Boulevard  
Columbia, South Carolina 29210  
Certified Mail No.: 7018 1830 0000 4915 6636

"Without Prejudice"

*Nelson L. Bruce* 7-2-19 Void/non- assumpsit  
THE BENEFICIAL OWNER OF THE CESTI QUI EQUITABLE TRUST  
Nelson L. Bruce, Propria Persona, Sui Juris  
All Natural Rights Explicitly Reserved and Retained  
U.C.C. 1-207/1-308, 1.103.6  
c/o PMB 1605 Central Avenue, Ste.6 #167  
Summerville South Carolina 29483, Ph. 843-437-7901

















“To decide whether an arbitration agreement encompasses a dispute, a court must determine whether the factual allegations underlying the claim are within the scope of the broad arbitration clause, regardless of the label assigned to the claim.” *Id.* (quoting *Zabinski*, 346 S.C. at 597, 553 S.E.2d at 118). “Any doubts concerning the scope of arbitrable issues should be resolved in favor of arbitration.” *Id.* (quoting *Zabinski*, 346 S.C. at 597, 553 S.E.2d at 118).

“[E]ven if the court finds that a claim is outside the scope of the arbitration clause, the clause may still apply.” *Partain*, 386 S.C. at 492, 689 S.E.2d at 604. Both the U.S. Court of Appeals for the Fourth Circuit and our supreme court “have held that the sweeping language of broad arbitration clauses applies to disputes in which a significant relationship exists between the asserted claims and the contract in which the arbitration clause is contained.” *Landers*, 402 S.C. at 109, 739 S.E.2d at 214 (citing *J.J. Ryan*, 863 F.2d at 319; *Zabinski*, 346 S.C. at 598, 553 S.E.2d at 119). “Thus, a claim falls within the scope of an arbitration clause if it is encompassed by the language of the clause or if a ‘significant relationship’ exists between the claim and the contract.” *Partain*, 386 S.C. at 492, 689 S.E.2d at 604.

3. The Plaintiffs’ by their attorneys have provided no evidence verifying that they have not agreed to the contract, its terms and provisions nor arbitration in the timeframe required in the contract therefor any arguments in regards to an the parties not agreeing to arbitrate is just hearsay, invalid, meritless and not supported evidenced by the arbitration award, the agreement/contract, addendum and default filed on the record in this case as **Exhibits/Evidence J-K** which is incorporated by reference with this amended notice and supports and evidences that there is and or was an agreement to arbitrate.
4. This court has no say so, no power to decide the arbitrability issue in regards to contracts supported by the Federal Arbitration Act as held by the Supreme Court in its unanimous decision 2019 ruling *Henry Schein, Inc. v. Archer and White Sales, Inc.*, No. 17-1272 (U.S. Sup. Ct. Jan. 8, 2019) ... it was held that the courts must interpret the Act as written, and the Act in turn requires that we interpret the contract as written. When the parties’ contract delegates the arbitrability question to an arbitrator, a court may

IN THE COURT OF COMMON PLEAS FOR DORCHESTER COUNTY  
IN AND FOR THE REPUBLIC OF SOUTH CAROLINA

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|                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                 |
|--------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>Wilmington Savings Fund Society FSB as Trustee,</p> <p>Plaintiff(s),</p> <p>v.</p> <p>Nelson L. Bruce, Sui Juris, et al.,</p> <p>Defendants(s).</p> | <p>Sub contract case No. 16-CP-18-1678</p> <p><b>AMENDED NOTICE TO THE COURT<br/>IN REGARDS TO ANY HEARINGS<br/>AMENDED NOTICE OF FINDINGS BY<br/>THE ARBITRATOR<br/>AMENDED NOTICE TO CEASE AND<br/>DESIST</b></p> <p>Evidence introduced on the record in the form<br/>of an Affidavit which if Un-rebutted must<br/>stand as true (prima facie evidence) in<br/>support of any hearings.</p> |
|--------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

**An Affidavit: EVIDENCE FOR THE RECORD OF THE AFOREMENTIONED MATTER**

Comes now Defendant, Nelson L. Bruce, the natural man, of the age of the majority, with all natural rights explicitly reserved and retained and exercised at all times, hereby presents this amended notice to the court, deputy clerk and Judge of record, and all parties to this case of the following:

1. The parties entered into an agreement that incorporated with it an "Arbitration Clause" **(Exhibits/Evidence – J)** where the parties upon default agreed that arbitration is the exclusive remedy to resolve any and all claims, disputes, and controversies where Defendant filed a Presentment to compel arbitration/motion to stay any and all further proceeding until arbitration has been completed therefore, all hearing should be and should have been stayed pending arbitration once they obtained jurisdiction.
2. This state and the nation has a national policy favoring arbitration. "The policy of the United States and South Carolina is to favor arbitration of disputes." Zabinski, 346 S.C. at 596, 553 S.E.2d at 118. "Unless a court can say with positive assurance that the arbitration clause is not susceptible to any interpretation that covers the dispute, arbitration should generally be ordered." Partain v. Upstate Auto. Grp., 386 S.C. 488, 491, 689 S.E.2d 602, 603–04 (2010) (per curiam).

of the "arbitration agreement" but also based upon the overall federal policy supporting arbitration. *Devon Smith, individually and on behalf of all others similarly situated v. General Information Solutions, LLC*, WL 2018 6528155 Case No.: 3:18-2354-MGL (December 11, 2018).

7. The parties to this agreement accepted the terms and provisions of the arbitration agreement as referenced in the agreement/contract and addendum by their actions evidenced by their default as also affirmed in a similar case by the 11<sup>th</sup> circuit appeals as the court has to go by the agreement terms of the contract, see...*Dye v. Tamko Building Products, Inc.*, No. 17-14052 (11th Cir. 2018). The South Carolina courts agree that, no requirement exists under the Federal Arbitration Act (FAA) or in contract law that a contract must be signed by all parties to be enforceable. Unless the parties contract otherwise, the FAA applies to any arbitration agreement involving interstate commerce, regardless of whether the parties contemplated an interstate transaction. *Munoz v. Green Tree Fin. Corp.*, 343 S.C. 531, 538, 542 S.E.2d 360, 363 (2001). Nonetheless, "[g]eneral contract principles of state law apply to arbitration clauses governed by the FAA." *Id.* at 539, 542 S.E.2d at 364. The referenced agreement involves commerce.
8. The Arbitration Award is final and binding on the parties.
9. The Federal Arbitration Act preempts any and all state laws and arbitration laws (*Zabinski v. Bright Acres Associates* SC Sup. Court Sept. 4, 2001 Opinion No. 25358). To fulfill the purpose of enforcing arbitration clauses more uniformly throughout the country, Congress established a broad principal of enforceability within the provisions of the FAA. *Doctor's Assoc. V. Casarotto*, 517 U.S. 681, 685 (quoting *Southland Corp. v. Keating*, 465 U.S. 1, 11 (1984)). The Supreme Court has determined that "Congress would not have wanted state and federal courts to reach different outcomes about the validity of arbitration in similar cases." *Allied-Bruce*, 513 U.S. at 72, citing *Southland Corp.*, 465 U.S. at 15-16. Accordingly, the "the Court also concluded that the Federal Arbitration Act preempts state law; and it held that state courts cannot apply state statutes that invalidate arbitration agreements."

not override the contract. In those circumstances, a court possesses no power to decide the arbitrability issue. That is true even if the court thinks that the argument that the arbitration agreement applies to a particular dispute is wholly groundless. That conclusion follows not only from the text of the Act but also from precedent. We have held that a court may not “rule on the potential merits of the underlying” claim that is assigned by contract to an arbitrator, “even if it appears to the court to be frivolous.” **AT&T Technologies, Inc. v. Communications Workers**, 475 U. S. 643, 649–650 (1986). A court has “no business weighing the merits of the grievance” because the “agreement is to submit all grievances to arbitration, not merely those which the court will deem meritorious.” *Id.*, at 650 (quoting **Steelworkers v. American Mfg. Co.**, 363 U. S. 564, 568 (1960)). Therefore this case should have been compelled to arbitration and any further proceedings stayed pending arbitration immediately after any appeals and or mandates were issued.

5. If the contract (valid or otherwise) contains an arbitration clause, then the proper forum to determine whether the contract is void or not, is the arbitration tribunal (see... **Heyman v Darwins Ltd.** [1942] AC 356).
6. As of May 13, 2019, Arbitration has been completed (see...Exhibits/Evidence – K filed on the record in this case on June 13, 2019 and is hereby incorporated by reference with this amended notice) where the arbitrator has already decided that there is an irrevocable agreement coupled with interest between the parties (the respondents), the contract was valid, the arbitration clause was valid, the party/parties to the contract was in default and violated the terms of the contract, that the parties was and are estopped from any further collateral attacks as it pertains to the parties to this case in regards to foreclosure. The Plaintiffs and their alleged attorneys are moving forward with this foreclosure actions in violation of the contract, its provisions and terms and is being documented as such. So if any judge to this case plans on making a judgment in this matter contrary to the terms of the arbitration award and the defendant’s interests, you will be in violation of the “Federal Arbitration Act,” for acting in bad behavior while sitting in office. The District Court of South Carolina found, in favor of arbitration based largely upon the specific language

10. All further hearings must be removed from the roster/dismissed based off the findings of the arbitrator and the Arbitration Award which covers any claims, disputed, and controversies in this matter in regards to any previous motions filed in this court by both the Plaintiffs' and the Defendants. Defendant does not wish to breach the contract therefore hereby objects to and rejects any efforts and or offers by the court to do so with the scheduling of any hearings in regards to any previous motions filed before the Presentment to compel arbitration/motion to stay which covers matters already resolved in arbitration that would conflict with the contract, the arbitration award and the findings of the arbitrator. This court has no jurisdiction to make any judgment in regards to Arbitration nor the Defendants Counter Claims as they are governed under Federal Law, the amount, and you are not a court specified in the agreement/contract.
11. The Plaintiffs and their attorneys are hereby demanded to cease and desist from any further collection activities, as your continuance will be in breach of the agreement and in violation of the terms of the contract.

### CONCLUSION

For the reasons specified above, this court is to review the Arbitration award, the Arbitrators Findings before any scheduled hearings and based off the findings of the Arbitrator, the motion to compel, and the proposed order presented to the clerk of the court and all other parties to this case on or about April 10, 2019, remove any and all scheduled hearings from the roster, dismiss the Plaintiffs' complaint with prejudice and remand the remaining claims to a court of original jurisdiction and or as specified in the agreement/contract.

RESPECTFULLY PRESENTED,

I do hereby attest, affirm, ascribe, and declare that the aforementioned is hereby accurately attested on this 8<sup>th</sup> day of July 2019.

"Without Prejudice"

  
THE BENEFICIAL OWNER OF THE CESTI QUI EQUITABLE TRUST  
Nelson L. Bruce, Propria Persona, Sui Juris, Affiant  
All Natural Rights Explicitly Reserved and Retained U.C.C. 1-308, 1.103.6  
c/o PMB 1605 Central Avenue, Ste.6 #167  
Summerville South Carolina 29483, Ph. 843-437-7901

## JURAT

STATE OF Sc  
COUNTY OF Porter

Page | 202

On July 8, 2019, before me Cristine N Glazier Notary Public, personally stood Nelson L. Bruce, a natural person, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

**I certify under PENALTY OF PERJURY under the laws of the State of SOUTH CAROLINA that the foregoing paragraph is true and correct.**

Witness my hand and official seal of my office.

Signature \_\_\_\_\_





## Page | 204

|                                                                                                                                                         |                                                                                                                                                  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>Wilmington Savings Fund Society FSB as Trustee,</p> <p>Plaintiff(s),</p> <p>vs.</p> <p>Nelson L. Bruce, Sui Juris, et al.,</p> <p>Defendants(s).</p> | <p>Sub contract case No. 16-CP-18-1678</p> <p><b>CERTIFICATE OF SERVICE</b></p> <p>2019 JUN -9 AM 11:51<br/>CLERK OF COURT<br/>DELRAN COUNTY</p> |
|---------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------|

## CERTIFICATE OF SERVICE

**RESPECTFULLY PRESENTED,**

**ALBERTELI LAW**  
Attention: William S. Koehler (Plaintiffs' Attorneys)  
201 Main Street, Suite 1450  
Columbia, South Carolina 29201  
Certified Mail No.: 7018 0360 0001 0343 3641

South Carolina Housing Trust Fund  
SC Housing Corp  
Attention: Tracey C. Easton (Defendant Attorney)  
300-C Outlet Pointe Boulevard  
Columbia, South Carolina 29210  
Certified Mail No.: 7018 0360 0001 0343 3634

## “Without Prejudice”

*Nelson L. Bruce* 7-8-2019 Void/non- assumpsit  
THE BENEFICIAL OWNER OF THE CESTI QUI EQUITABLE TRUST  
 Nelson L. Bruce, Propria Persona, Sui Juris, Affiant  
 All Natural Rights Explicitly Reserved and Retained  
 U.C.C. 1-207/1-308, 1.103.6  
 c/o PMB 1605 Central Avenue, Ste.6 #167  
 Summerville South Carolina 29483, Ph. 843-437-7901

NOTICE OF MOTION SCHEDULING

July 15, 2019



Page | 2

**Motion "MDISMS - Motion/Dismiss and Order of Reference" for Case: 2016CP1801678 - - Wilmington Savings Fund Society FSB as Trustee of Stanwich M , plaintiff, et al VS Nelson L Bruce , defendant, et al has been added to the following Motions Roster:**

**484 - 7/30/2019 Motion Roster - Hon. Maite' Murphy**

**This hearing of this motion has been scheduled for 7/30/2019 at 10:30 AM.**

Reminder - NOTICE OF MOTION ROSTER: July 30, 2019 - Hon. Maite' Murphy Presiding. 5200 E. Jim Bilton Blvd., Courtroom TBD, St. George, SC 29477. Motion Hearings can be continued by the Clerk with written consent from all parties. Please contact Melissa Bates if your motion has been resolved. She can be reached at [mbates@dorchestercountysc.gov](mailto:mbates@dorchestercountysc.gov). s/Diane S. Goodstein, Chief Administrative Judge, by Becky Stevens, Chief Deputy Clerk of Court ([bstevens@dorchestercountysc.gov](mailto:bstevens@dorchestercountysc.gov)).

| Mail Notice To:                                                                | Court Info:                                                               |
|--------------------------------------------------------------------------------|---------------------------------------------------------------------------|
| Nelson L Bruce<br>1605 Central Avenue, Ste 6 #167<br><br>Summerville, SC 29483 | Common Pleas<br>5200 E. Jim Bilton Blvd.<br><br>St. George, SC 29477-9477 |

**If you have any questions regarding the scheduling of this motion, please contact the courts at:**

**(843)563-0108**

Respectfully,

Cheryl Graham  
Clerk of Court

CHERYL GRAHAM  
CLERK OF COURT  
DORCHESTER COUNTY

2019 JUL 15 AM 10:01

FILED-RECORDED

NOTICE OF MOTION SCHEDULING

July 15, 2019



Page | 20

**Motion "MOFREE - Amended Motion/Pre Trial Discovery" for Case: 2016CP1801678 - Wilmington Savings Fund Society FSB as Trustee of Stanwich M , plaintiff, et al VS Nelson L Bruce , defendant, et al has been added to the following Motions Roster:**

**484 - 7/30/2019 Motion Roster - Hon. Maite' Murphy**

**This hearing of this motion has been scheduled for 7/30/2019 at 10:30 AM.**

Reminder - NOTICE OF MOTION ROSTER: July 30, 2019 - Hon. Maite' Murphy Presiding. 5200 E. Jim Bilton Blvd., Courtroom TBD, St. George, SC 29477. Motion Hearings can be continued by the Clerk with written consent from all parties. Please contact Melissa Bates if your motion has been resolved. She can be reached at [mbates@dorchestercountysc.gov](mailto:mbates@dorchestercountysc.gov). s/Diane S. Goodstein, Chief Administrative Judge, by Becky Stevens, Chief Deputy Clerk of Court ([bstevens@dorchestercountysc.gov](mailto:bstevens@dorchestercountysc.gov)).

Mail Notice To:

Nelson L Bruce  
1605 Central Avenue, Ste 6 #167  
Summerville, SC 29483

Court Info:

Common Pleas  
5200 E. Jim Bilton Blvd.  
St. George, SC 29477-9477

**If you have any questions regarding the scheduling of this motion, please contact the courts at:**

**(843)563-0108**

Respectfully,

Cheryl Graham  
Clerk of Court

CHERYL GRAHAM  
CLERK OF COURT  
DORCHESTER COUNTY

2019 JUL 15 AM 10:11

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NOTICE OF MOTION SCHEDULING

July 15, 2019



Motion "MDISMS - Motion/Dismiss (FILING FEE CONTESTED)" for  
Case: 2016CP1801678 - Wilmington Savings Fund Society FSB as  
Trustee of Stanwich M , plaintiff, et al VS Nelson L Bruce , defendant,  
et al has been added to the following Motions Roster:

484 - 7/30/2019 Motion Roster - Hon. Maite' Murphy

This hearing of this motion has been scheduled for 7/30/2019 at 10:30  
AM.

Reminder - NOTICE OF MOTION ROSTER: July 30, 2019 - Hon. Maite' Murphy Presiding.  
5200 E. Jim Bilton Blvd., Courtroom TBD, St. George, SC 29477. Motion Hearings can be  
continued by the Clerk with written consent from all parties. Please contact Melissa Bates if  
your motion has been resolved. She can be reached at mbates@dorchestercountysc.gov.  
s/Diane S. Goodstein, Chief Administrative Judge, by Becky Stevens, Chief Deputy Clerk of  
Court (bstevens@dorchestercountysc.gov).

Mail Notice To:

Nelson L Bruce  
1605 Central Avenue, Ste 6 #167  
Summerville, SC 29483

Court Info:

Common Pleas  
5200 E. Jim Bilton Blvd.  
St. George, SC 29477-9477

If you have any questions regarding the scheduling of this motion, please contact the courts at:

(843)563-0108

Respectfully,

Cheryl Graham  
Clerk of Court

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2019 JUL 15 AM 10:01  
CHERYL GRAHAM  
CLERK OF COURT  
DORCHESTER COUNTY

NOTICE OF MOTION SCHEDULING

July 15, 2019



Page | 2

**Motion "MVACAT - Motion/Vacate 3/23/18 Order (FILING FEE CONTESTED)" for Case: 2016CP1801678 - Wilmington Savings Fund Society FSB as Trustee of Stanwich M , plaintiff, et al VS Nelson L Bruce , defendant, et al has been added to the following Motions Roster:**

**484 - 7/30/2019 Motion Roster - Hon. Maite' Murphy**

**This hearing of this motion has been scheduled for 7/30/2019 at 10:30 AM.**

Reminder - NOTICE OF MOTION ROSTER: July 30, 2019 - Hon. Maite' Murphy Presiding. 5200 E. Jim Bilton Blvd., Courtroom TBD, St. George, SC 29477. Motion Hearings can be continued by the Clerk with written consent from all parties. Please contact Melissa Bates if your motion has been resolved. She can be reached at [mbates@dorchestercountysc.gov](mailto:mbates@dorchestercountysc.gov). s/Diane S. Goodstein, Chief Administrative Judge, by Becky Stevens, Chief Deputy Clerk of Court ([bsteven@dorchestercountysc.gov](mailto:bsteven@dorchestercountysc.gov)).

Mail Notice To:

Nelson L Bruce  
1605 Central Avenue, Ste 6 #167  
  
Summerville, SC 29483

Court Info:

Common Pleas  
5200 E. Jim Bilton Blvd.  
  
St. George, SC 29477-9477

**If you have any questions regarding the scheduling of this motion, please contact the courts at:**

**(843)563-0108**

Respectfully,

Cheryl Graham  
Clerk of Court

CHERYL GRAHAM  
CLERK OF COURT  
DORCHESTER COUNTY

2019 JUL 15 AM 10:01

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NOTICE OF MOTION SCHEDULING

July 15, 2019



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**Motion "MDISMS - Motion/Dismiss 9/25/17 Order (FILING FEE CONTESTED)" for Case: 2016CP1801678 - Wilmington Savings Fund Society FSB as Trustee of Stanwich M , plaintiff, et al VS Nelson L Bruce , defendant, et al has been added to the following Motions Roster:**

**484 - 7/30/2019 Motion Roster - Hon. Maite' Murphy**

**This hearing of this motion has been scheduled for 7/30/2019 at 10:30 AM.**

Reminder - NOTICE OF MOTION ROSTER: July 30, 2019 - Hon. Maite' Murphy Presiding. 5200 E. Jim Bilton Blvd., Courtroom TBD, St. George, SC 29477. Motion Hearings can be continued by the Clerk with written consent from all parties. Please contact Melissa Bates if your motion has been resolved. She can be reached at [mbates@dorchestercountysc.gov](mailto:mbates@dorchestercountysc.gov). s/Diane S. Goodstein, Chief Administrative Judge, by Becky Stevens, Chief Deputy Clerk of Court ([bstevens@dorchestercountysc.gov](mailto:bstevens@dorchestercountysc.gov)).

Mail Notice To:

Nelson L Bruce  
1605 Central Avenue, Ste 6 #167  
Summerville, SC 29483

Court Info:

Common Pleas  
5200 E. Jim Bilton Blvd.  
St. George, SC 29477-9477

**If you have any questions regarding the scheduling of this motion, please contact the courts at:**

**(843)563-0108**

Respectfully,

Cheryl Graham  
Clerk of Court

FILED-RECORDED  
2019 JUL 15 AM 10:01  
CHERYL GRAHAM  
CLERK OF COURT  
DORCHESTER COUNTY

**NOTICE OF MOTION SCHEDULING**

July 15, 2019



Page | 2

**Motion "MVACAT - Motion/Vacate 9/15/17 Order (FILING FEE CONTESTED)" for Case: 2016CP1801678 - Wilmington Savings Fund Society FSB as Trustee of Stanwich M , plaintiff, et al VS Nelson L Bruce , defendant, et al has been added to the following Motions Roster:**

**484 - 7/30/2019 Motion Roster - Hon. Maite' Murphy**

**This hearing of this motion has been scheduled for 7/30/2019 at 10:30 AM.**

Reminder - NOTICE OF MOTION ROSTER: July 30, 2019 - Hon. Maite' Murphy Presiding. 5200 E. Jim Bilton Blvd., Courtroom TBD, St. George, SC 29477. Motion Hearings can be continued by the Clerk with written consent from all parties. Please contact Melissa Bates if your motion has been resolved. She can be reached at [mbates@dorchestercountysc.gov](mailto:mbates@dorchestercountysc.gov). s/Diane S. Goodstein, Chief Administrative Judge, by Becky Stevens, Chief Deputy Clerk of Court ([bsteven@dorchestercountysc.gov](mailto:bsteven@dorchestercountysc.gov)).

**Mail Notice To:**

Nelson L Bruce  
1605 Central Avenue, Ste 6 #167  
  
Summerville, SC 29483

**Court Info:**

Common Pleas  
5200 E. Jim Bilton Blvd.  
  
St. George, SC 29477-9477

**If you have any questions regarding the scheduling of this motion, please contact the courts at:**

**(843)563-0108**

Respectfully,

Cheryl Graham  
Clerk of Court

CHERYL GRAHAM  
CLERK OF COURT  
DORCHESTER COUNTY

2019 JUL 15 AM 10:01

FILED-RECORDED

NOTICE OF MOTION SCHEDULING

July 15, 2019



Page | 2

**Motion "MOFREE - Motion/TRO (FILING FEE CONTESTED)" for Case: 2016CP1801678 - Wilmington Savings Fund Society FSB as Trustee of Stanwich M , plaintiff, et al VS Nelson L Bruce , defendant, et al has been added to the following Motions Roster:**

**484 - 7/30/2019 Motion Roster - Hon. Maite' Murphy**

**This hearing of this motion has been scheduled for 7/30/2019 at 10:30 AM.**

Reminder - NOTICE OF MOTION ROSTER: July 30, 2019 - Hon. Maite' Murphy Presiding. 5200 E. Jim Bilton Blvd., Courtroom TBD, St. George, SC 29477. Motion Hearings can be continued by the Clerk with written consent from all parties. Please contact Melissa Bates if your motion has been resolved. She can be reached at [mbates@dorchestercountysc.gov](mailto:mbates@dorchestercountysc.gov). s/Diane S. Goodstein, Chief Administrative Judge, by Becky Stevens, Chief Deputy Clerk of Court ([bstevens@dorchestercountysc.gov](mailto:bstevens@dorchestercountysc.gov)).

Mail Notice To:

Nelson L Bruce  
1605 Central Avenue, Ste 6 #167  
Summerville, SC.29483

Court Info:

Common Pleas  
5200 E. Jim Bilton Blvd.  
St. George, SC 29477-9477

**If you have any questions regarding the scheduling of this motion, please contact the courts at:**

**(843)563-0108**

Respectfully,

Cheryl Graham  
Clerk of Court

CHERYL GRAHAM  
CLERK OF COURT  
DORCHESTER COUNTY

2019 JUL 15 AM 10:02

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State of South Carolina  
The Circuit Court of the First Judicial Circuit

Page | 213

Diane Schafer Goodstein  
Judge

Post Office Box 234  
101 Ridge Street  
St. George, SC 29477  
Phone: (843) 832-0388  
Fax: (843) 832-0389  
dgoodsteinj@sccourts.org

July 15, 2019

Nelson L. Bruce  
1605 Central Avenue, Ste 6 #167  
Summerville, SC 29483

RE: Wilmington Savings v. Nelson Bruce  
2016-CP-18-01678

Mr. Bruce,

I have received your letter, motion and proposed order "presentation" (sic) to compel arbitration, motion to stay proceedings and dismiss claims against defendant" in the above referenced case. I would respectfully deny the motions. I would also respectfully not approve the proposed order. Although the matter is referred to as "consented to", I do not believe that information is accurate. Therefore, this matter will go forward for hearing as previously notified.

Sincerely,

Diane S. Goodstein,  
Chief Administrative Judge

CC: Becky Stevens  
William S. Koehler

ELECTRONICALLY FILED - 2019 Jul 16 11:15 AM - DORCHESTER - COMMON PLEAS - CASE#2016CP1801678



## Certificate of Electronic Notification

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### Recipients

**William Koehler** - Notification transmitted on 07-16-2019 11:13:32 AM.

**Tracey Easton** - Notification transmitted on 07-16-2019 11:13:32 AM.

\*\*\*\*\* IMPORTANT NOTICE - READ THIS INFORMATION \*\*\*\*\*

NOTICE OF ELECTRONIC FILING [NEF]

-

Page | 216 A filing has been submitted to the court RE: 2016CP1801678

**Official File Stamp:** 07-16-2019 11:13:15 AM  
**Court:** CIRCUIT COURT  
Common Pleas  
Dorchester  
**Case Caption:** Wilmington Savings Fund Society FSB as Trustee  
of Stanwich M , plaintiff, et al VS Nelson L Bruce ,  
defendant, et al  
**Document(s) Submitted:** Letter/Letter Letter/Letter  
**Filed by or on behalf of:** Becky Stevens

This notice was automatically generated by the Court's auto-notification system.

-

**The following people were served electronically:**

William S. Koehler for Wilmington Savings Fund  
Society FSB as Trustee of Stanwich M  
Tracey C. Easton for South Carolina Housing  
Trust Fund, SC Housing Corp

**The following people have not been served electronically by the Court. Therefore, they must be served by traditional means:**

Reminisce Homeowners Association Inc  
Capital Return Investments LLC  
Charleston Area CDC  
Nelson L Bruce for Nelson L Bruce  
Nelson L Bruce for Nelson L Bruce

## FORM 4

STATE OF SOUTH CAROLINA  
COUNTY OF Dorchester  
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE

CASE NO. 2016CP1801678

Wilmington Savings Fund Society FSB as Trustee of Stanwich M  
PLAINTIFF(S)

Nelson L Bruce et al  
DEFENDANT(S)

## DISPOSITION TYPE (CHECK ONE)

- ☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☒ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ☐ **ACTION DISMISSED** (*CHECK REASON*): ☐ Rule 12(b), SCRPC; ☐ Rule 41(a), SCRPC (Vol. Nonsuit); ☐ Rule 43(k), SCRPC (Settled);  
☐ Other
- ☐ **ACTION STRICKEN** (*CHECK REASON*): ☐ Rule 40(j), SCRPC; ☐ Bankruptcy;  
☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award;  
☐ Other
- ☐ **STAYED DUE TO BANKRUPTCY**
- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT** (*CHECK APPLICABLE BOX*):  
☐ Affirmed; ☐ Reversed; ☐ Remanded;  
☐ Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

**IT IS ORDERED AND ADJUDGED:** ☐ See attached order (formal order to follow) ☒ Statement of Judgment by the Court:

On July 16, 2019 a filed copy of the Letter from Judge Diane S. Goodstein addressed to the Defendant, Nelson Bruce, was mailed via first class mail to Mr. Bruce's address on file in the Clerk's Office of 1605 Central Avenue, Ste. 6, #167, Summerville, SC 29483.

## ORDER INFORMATION

This order ☐ ends ☒ does not end the case.

☐ See Page 2 for additional information.

## For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 07/16/2019 .

Reminisce Homeowners Association Inc  
Capital Return Investments LLC  
Charleston Area CDC  
Nelson L Bruce for Nelson L Bruce  
Nelson L Bruce for Nelson L Bruce

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

**Court Reporter:**

**E-Filing Note:** The date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgment to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.

---



Dorchester Common Pleas

**Case Caption:** Wilmington Savings Fund Society FSB as Trustee of Stanwich M.,  
plaintiff, et al VS Nelson L Bruce, defendant, et al

**Case Number:** 2016CP1801678

**Type:** Order/Electronic Form 4

So Ordered

s/Cheryl Graham, Clerk of Court

Electronically signed on 2019-07-16 11:22:08 page 3 of 3



## Certificate of Electronic Notification

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### Recipients

**William Koehler** - Notification transmitted on 07-16-2019 11:24:46 AM.

**Tracey Easton** - Notification transmitted on 07-16-2019 11:24:46 AM.

\*\*\*\*\* IMPORTANT NOTICE - READ THIS INFORMATION \*\*\*\*\*

NOTICE OF ELECTRONIC FILING [NEF]

A filing has been submitted to the court RE: 2016CP1801678  
Page | 222

**Official File Stamp:** 07-16-2019 11:24:37 AM  
**Court:** CIRCUIT COURT  
Common Pleas  
Dorchester  
**Case Caption:** Wilmington Savings Fund Society FSB as Trustee  
of Stanwich M , plaintiff, et al VS Nelson L Bruce ,  
defendant, et al  
**Document(s) Submitted:** Order/Electronic Form 4/Service on Pro Se  
Defendant Order/Electronic Form 4  
**Filed by or on behalf of:** Becky Stevens

This notice was automatically generated by the Court's auto-notification system.

**The following people were served electronically:**

William S. Koehler for Wilmington Savings Fund  
Society FSB as Trustee of Stanwich M  
Tracey C. Easton for South Carolina Housing  
Trust Fund, SC Housing Corp

**The following people have not been served electronically by the Court. Therefore, they must  
be served by traditional means:**

Reminisce Homeowners Association Inc  
Capital Return Investments LLC  
Charleston Area CDC  
Nelson L Bruce for Nelson L Bruce  
Nelson L Bruce for Nelson L Bruce

IN THE COURT OF COMMON PLEAS FOR DORCHESTER COUNTY

IN AND FOR THE REPUBLIC OF SOUTH CAROLINA

Page | 223

|                                                                                                                                                        |                                                                           |
|--------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------|
| <p>Wilmington Savings Fund Society FSB as Trustee,</p> <p>Plaintiff(s),</p> <p>v.</p> <p>Nelson L. Bruce, Sui Juris, et al.,</p> <p>Defendants(s).</p> | <p>Sub contract case No. 16-CP-18-1678</p> <p><b>NOTICE OF APPEAL</b></p> |
|--------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------|

Notice is hereby given that Nelson L. Bruce, Defendant in the above captioned case, hereby appeals to the "Court of Appeals" and or the "Supreme Court" for the Circuit from the order of Diane S. Goodstein for the court of Dorchester County Common Pleas from a judgment/order dismissing Defendants Presentment/Motion to Compel Arbitration and Proposed Order entered in this action on July 16, 2019 and hereby requests a stay of any and all current proceedings as it affects the current scheduled proceedings in this matter.

RESPECTFULLY PRESENTED,

"Without Prejudice"

*Nelson L. Bruce* 7-18-2019

THE BENEFICIAL OWNER OF THE CESTI QUI EQUITABLE TRUST

Nelson L. Bruce, Propria Persona, Sui Juris  
All Natural Rights Explicitly Reserved and Retained  
U.C.C. 1-207/1-308, 1.103.6  
c/o PMB 1605 Central Avenue, Ste.6 #167  
Summerville South Carolina 29483  
Ph. 843-437-7901

## CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the "NOTICE OF APPEAL" have been electronically mailed to all parties on the service list and the court by the UNITED STATES POST OFFICE via the UNITED STATES POSTAL SERVICE via First Class Postage Prepaid under Priority Mail.

Page | 224

RESPECTFULLY PRESENTED,

Addressed to:

ALBERTELI LAW  
Attention: William S. Kochler  
201 Main Street, Suite 1450  
Columbia, South Carolina 29201

South Carolina Housing Trust Fund  
SC Housing Corp  
Attention: Tracey C. Easton  
300-C Outlet Pointe Boulevard  
Columbia, South Carolina 29210

Dorchester County Courthouse  
Attention: Cheryl Graham – Clerk of Court  
5200 E. Jim Bilton Boulevard  
Saint George, South Carolina 29477

"Without Prejudice"

*Nelson L. Bruce* 7-18-2019 Void/non- assumpsit  
THE BENEFICIAL OWNER OF THE CESTI QUI EQUITABLE TRUST  
Nelson L. Bruce, Propria Persona, Sui Juris, Affiant  
All Natural Rights Explicitly Reserved and Retained  
U.C.C. 1-207/1-308, 1.103.6  
c/o PMB 1605 Central Avenue, Ste.6 #167  
Summerville South Carolina 29483, Ph. 843-437-7901

FILED  
JUL 19 PM 12:37

FILED  
JUL 19 PM 12:37

STATE OF SOUTH CAROLINA

COUNTY OF DORCHESTER

IN THE COURT OF COMMON PLEAS

C/A NO.: 2016-CP-18-01678

Page | 225 Wilmington Savings Fund Society, FSB, as  
Trustee of Stanwich Mortgage Loan Trust C,

Plaintiff,

v.

Nelson L. Bruce; Capital Return Investments  
LLC; Charleston Area CDC; SC Housing  
Corp.; South Carolina Housing Trust Fund;  
Reminisce Homeowners Association, Inc.,

Defendant(s).

**NOTICE OF MOTION HEARINGS**

17-004206

YOU WILL PLEASE TAKE NOTICE THAT, The Honorable Maite' Murphy has appointed July 30, 2019 at 10:30AM at the Dorchester County Courthouse at 5200 East Jim Bilton Blvd., Saint George SC, 29477, as the time and place for holding hearings in foreclosure on the following Motions: Amended Motion/Pre-Trial Discovery, Motion/Dismiss, Motion/Vacate March 23, 2018 Order, Motion/Dismiss September 25, 2017 Order, Motion/Vacate September 15, 2017 Order, Motion/TRO, Motion/Dismiss and Order of Reference issued in the above-entitled cause.

s/William S. Koehler  
William S. Koehler, SC Bar No.: 74935  
Albertelli Law  
1201 Main St., Suite 1450  
Columbia, SC 29201  
Phone: (803) 828-0880  
Fax: (803) 828-0881

Date: 7/19/2019  
Columbia, South Carolina

STATE OF SOUTH CAROLINA

COUNTY OF DORCHESTER

IN THE COURT OF COMMON PLEAS

C/A NO.: 2016-CP-18-01678

Page | 226

Wilmington Savings Fund Society, FSB, as  
Trustee of Stanwich Mortgage Loan Trust C,

**CERTIFICATE OF SERVICE BY MAIL**

Plaintiff,

v.

Nelson L. Bruce; Capital Return Investments  
LLC; Charleston Area CDC; SC Housing  
Corp.; South Carolina Housing Trust Fund;  
Reminisce Homeowners Association, Inc.,

Defendant(s).

17-004206

The undersigned hereby certifies that he/she is an employee of Albertelli Law, and is a person of such age and discretion to be competent to serve papers.

That on 19 day of July 2019, he/she served copies of the Notice of Motion Hearings by placing said copy in a postage paid envelope addressed to each of the following persons at the address stated below, which is the last known address, and by depositing said envelope and contents in the U.S. Mail.

Pleadings:

Parties Served:

Notice of Motion Hearings

Tracey C. Easton, Esq.  
Attorney for SC Housing Corp. and South Carolina Housing  
Trust Fund  
300-C Outlet Pointe Blvd.  
Columbia, SC 29210

Nelson L. Bruce  
PMB 1605 Central Avenue, Ste. 6 #167  
Summerville, SC 29483

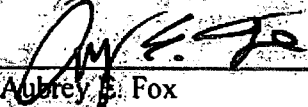
Charleston Area CDC  
2146 Dorchester Rd.  
North Charleston, SC 29405

Charleston Area CDC  
456 King Street  
Charleston, SC 29403

Capital Return Investments, LLC  
Jonathan Corbin, Registered Agent  
PMB 1605 Central Avenue, Ste. 6 #167  
Summerville, SC 29483

Capital Return Investments, LLC  
Jonathan Corbin, Registered Agent  
1385 Longridge Road  
Monks Corner, SC 29461

Reminisce Homeowners Association, Inc.  
C/o John Poston, Registered Agent  
304 Meeting St.  
Charleston, SC 29401

  
Aubrey E. Fox  
Paralegal  
Albertelli Law

Columbia, South Carolina



## Certificate of Electronic Notification

Page | 229

### Recipients

**William Koehler** - Notification transmitted on 07-19-2019 03:06:56 PM.

**Tracey Easton** - Notification transmitted on 07-19-2019 03:06:56 PM.

\*\*\*\*\* IMPORTANT NOTICE - READ THIS INFORMATION \*\*\*\*\*

NOTICE OF ELECTRONIC FILING [NEF]

-

**A filing has been submitted to the court RE: 2016CP1801678**

Page | 230

**Official File Stamp:**

07-19-2019 03:06:47 PM

**Court:**

CIRCUIT COURT

Common Pleas

Dorchester

**Case Caption:**

Wilmington Savings Fund Society FSB as Trustee  
of Stanwich M , plaintiff, et al VS Nelson L Bruce ,  
defendant, et al

**Document(s) Submitted:**

Notice/Notice of Hearing and Service

**Filed by or on behalf of:**

William S. Koehler

This notice was automatically generated by the Court's auto-notification system.

-

**The following people were served electronically:**

William S. Koehler for Wilmington Savings Fund  
Society FSB as Trustee of Stanwich M

Tracey C. Easton for South Carolina Housing  
Trust Fund, SC Housing Corp

**The following people have not been served electronically by the Court. Therefore, they must be served by traditional means:**

Reminisce Homeowners Association Inc

Capital Return Investments LLC

Charleston Area CDC

Nelson L Bruce for Nelson L Bruce

Nelson L Bruce for Nelson L Bruce

## FORM 4

STATE OF SOUTH CAROLINA  
COUNTY OF Dorchester  
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE

CASE NO. 2016CP1801678

Wilmington Savings Fund Society FSB as Trustee of Stanwich M  
PLAINTIFF(S)

Nelson L Bruce et al  
DEFENDANT(S)

## DISPOSITION TYPE (CHECK ONE)

- ☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☒ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ☐ **ACTION DISMISSED** (*CHECK REASON*): ☐ Rule 12(b), SCRPC; ☐ Rule 41(a), SCRPC (Vol. Nonsuit); ☐ Rule 43(k), SCRPC (Settled);  
☐ Other
- ☐ **ACTION STRICKEN** (*CHECK REASON*): ☐ Rule 40(j), SCRPC; ☐ Bankruptcy;  
☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award;  
☐ Other
- ☐ **STAYED DUE TO BANKRUPTCY**
- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT** (*CHECK APPLICABLE BOX*):  
☐ Affirmed; ☐ Reversed; ☐ Remanded;  
☐ Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

**IT IS ORDERED AND ADJUDGED:** ☐ See attached order (formal order to follow) ☒ Statement of Judgment by the Court:

All motions scheduled for July 30, 2019 are continued until Court of Appeals makes a decision on the current Appeal filed by Mr. Nelson Bruce.

## ORDER INFORMATION

This order ☐ ends ☒ does not end the case.

☐ See Page 2 for additional information.

## For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 07/30/2019 .

Reminisce Homeowners Association Inc  
Capital Return Investments LLC  
Charleston Area CDC  
Nelson L Bruce for Nelson L Bruce  
Nelson L Bruce for Nelson L Bruce

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

**Court Reporter:**

**E-Filing Note:** The date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgment to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.

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Dorchester Common Pleas

**Case Caption:** Wilmington Savings Fund Society FSB as Trustee of Stanwich M ,  
plaintiff, et al VS Nelson L Bruce , defendant, et al

**Case Number:** 2016CP1801678

**Type:** Order/Electronic Form 4

So Ordered

s/ Maite Murphy 2166

Electronically signed on 2019-07-30 11:43:13 page 3 of 3



## Certificate of Electronic Notification

Page | 235

### Recipients

**William Koehler** - Notification transmitted on 07-30-2019 12:37:29 PM.

**Tracey Easton** - Notification transmitted on 07-30-2019 12:37:29 PM.

\*\*\*\*\* IMPORTANT NOTICE - READ THIS INFORMATION \*\*\*\*\*  
NOTICE OF ELECTRONIC FILING [NEF]

Page | 236 A filing has been submitted to the court RE: 2016CP1801678

**Official File Stamp:** 07-30-2019 12:37:20 AM

**Court:** CIRCUIT COURT

Common Pleas

Dorchester

**Case Caption:** Wilmington Savings Fund Society FSB as Trustee of Stanwich M , plaintiff, et al VS Nelson L Bruce , defendant, et al

**Document(s) Submitted:** Order/Continuing Motions until Appeal is Decided  
Order/Cont Motions until Appeal is Decided

**Filed by or on behalf of:** Maite Murphy

This notice was automatically generated by the Court's auto-notification system.

**The following people were served electronically:**

William S. Koehler for Wilmington Savings Fund Society FSB as Trustee of Stanwich M

Tracey C. Easton for South Carolina Housing Trust Fund, SC Housing Corp

**The following people have not been served electronically by the Court. Therefore, they must be served by traditional means:**

Reminisce Homeowners Association Inc

Capital Return Investments LLC

Charleston Area CDC

Nelson L Bruce for Nelson L Bruce

Nelson L Bruce for Nelson L Bruce

## FORM 4

STATE OF SOUTH CAROLINA  
COUNTY OF Dorchester  
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE

CASE NO. 2016CP1801678

Wilmington Savings Fund Society FSB as Trustee of Stanwich M  
PLAINTIFF(S)

Nelson L Bruce et al  
DEFENDANT(S)

## DISPOSITION TYPE (CHECK ONE)

- ☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☒ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ☐ **ACTION DISMISSED** (*CHECK REASON*): ☐ Rule 12(b), SCRPC; ☐ Rule 41(a), SCRPC (Vol. Nonsuit); ☐ Rule 43(k), SCRPC (Settled);  
☐ Other
- ☐ **ACTION STRICKEN** (*CHECK REASON*): ☐ Rule 40(j), SCRPC; ☐ Bankruptcy;  
☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award;  
☐ Other
- ☐ **STAYED DUE TO BANKRUPTCY**
- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT** (*CHECK APPLICABLE BOX*):  
☐ Affirmed; ☐ Reversed; ☐ Remanded;  
☐ Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

**IT IS ORDERED AND ADJUDGED:** ☐ See attached order (formal order to follow) ☒ Statement of Judgment by the Court:

On July 30, 2019 a certified filed copy of the Order Continuing the motions scheduled for July 30, 2019 was mailed via first class mail on July 30, 2019 to the Pro Se' Defendant, Nelson L. Bruce at 1605 Central Avenue, Ste. 6, #167, Summerville, SC 29483

## ORDER INFORMATION

This order ☐ ends ☒ does not end the case.

☐ See Page 2 for additional information.

## For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 07/30/2019 .

Reminisce Homeowners Association Inc  
Capital Return Investments LLC  
Charleston Area CDC  
Nelson L Bruce for Nelson L Bruce  
Nelson L Bruce for Nelson L Bruce  
William S. Koehler for Wilmington Savings Fund Society FSB as Trustee of Stanwich M  
Tracey C. Easton for South Carolina Housing Trust Fund, SC Housing Corp

## NAMES OF TRADITIONAL FILERS SERVED BY MAIL

**Court Reporter:**

**E-Filing Note:** The date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgment to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.

---



Dorchester Common Pleas

**Case Caption:** Wilmington Savings Fund Society FSB as Trustee of Stanwich M ,  
plaintiff, et al VS Nelson L Bruce , defendant, et al

**Case Number:** 2016CP1801678

**Type:** Order/Electronic Form 4

So Ordered

s/Cheryl Graham, Clerk of Court

Electronically signed on 2019-07-30 13:57:26 page 3 of 3



## Certificate of Electronic Notification

Page | 241

### Recipients

**William Koehler** - Notification transmitted on 07-30-2019 02:11:22 PM.

**Tracey Easton** - Notification transmitted on 07-30-2019 02:11:21 PM.

\*\*\*\*\* IMPORTANT NOTICE - READ THIS INFORMATION \*\*\*\*\*

NOTICE OF ELECTRONIC FILING [NEF]

A filing has been submitted to the court RE: 2016CP1801678

Page | 242

**Official File Stamp:**

07-30-2019 02:11:15 PM

**Court:**

CIRCUIT COURT

Common Pleas

Dorchester

**Case Caption:**

Wilmington Savings Fund Society FSB as Trustee  
of Stanwich M , plaintiff, et al VS Nelson L Bruce ,  
defendant, et al

**Document(s) Submitted:**

Order/Service on Pro Se Defendant of 7/30/19  
Order Order/Service on Pro Se Defendant of  
7/30/19 Ordre

**Filed by or on behalf of:**

Becky Stevens

This notice was automatically generated by the Court's auto-notification system.

**The following people were served electronically:**

William S. Koehler for Wilmington Savings Fund  
Society FSB as Trustee of Stanwich M

Tracey C. Easton for South Carolina Housing  
Trust Fund, SC Housing Corp

**The following people have not been served electronically by the Court. Therefore, they must be served by traditional means:**

Reminisce Homeowners Association Inc

Capital Return Investments LLC

Charleston Area CDC

Nelson L Bruce for Nelson L Bruce

Nelson L Bruce for Nelson L Bruce

**AMENDED NOTICE OF APPEAL IN A CIVIL CASE**

Page | 243

THE STATE OF SOUTH CAROLINA  
In The Court of Appeals

APPEAL FROM DORCHESTER COUNTY  
Court of Common Pleas

Diane S. Goodstein, Circuit Court Judge

Case No. 2016-CP-18-01678

Wilmington Savings Fund  
Society FSB as Trustee of  
Stanwich M,

Respondent,

v.

✓ Nelson L. Bruce, et al.

Appellant.

FILED-RECORDED  
8-5-2019  
Cheryl Graham  
Clerk of Court  
Dorchester County

**AMENDED NOTICE OF APPEAL**

As advised by the Court of Appeals letter dated July 24, 2019, Appellant is correcting the format of his original Notice of Appeal filed on the record in this case on July 22, 2019. Notice is hereby given that Nelson L. Bruce, Defendant (herein Appellant) in the above captioned case, hereby appeals to the "Court of Appeals" for the Circuit from the judgement/order of Diane S. Goodstein for the court of Dorchester County Common Pleas from a judgment/order denying Appellants Presentment/Motion to Compel Arbitration and Proposed Order and directing the court to proceed with scheduled hearings scheduled for July 30, 2019 at 10:30 a.m. entered in this action on July 16, 2019 to which Appellant received written notice of entry of this

order/judgment on July 18, 2019 and hereby informs all parties and the courts of the automatic stay of the proceedings as it substantially affects the current scheduled hearings in this matter.

Page | 244 **RESPECTFULLY PRESENTED,**

“Without Prejudice”

*Nelson L. Bruce 8-1-2019*

Void/non- assumpsit

**THE BENEFICIAL OWNER OF THE CESTI QUI EQUITABLE TRUST**

Nelson L. Bruce, Propria Persona, Sui Juris

All Natural Rights Explicitly Reserved and Retained

U.C.C. 1-207/1-308, 1.103.6

c/o PMB 1605 Central Avenue, Ste.6 #167

Summerville South Carolina 29483

Ph. 843-437-7901

Other Counsels of Record:

**ALBERTELI LAW**

Attention: William S. Koehler

1201 Main Street, Suite 1450

Columbia, South Carolina 29201

(803) 828-0880

Attorney for Respondent

South Carolina Housing Trust Fund

SC Housing Corp

Attention: Tracey C. Easton

300-C Outlet Pointe Boulevard

Columbia, South Carolina 29210

(803) 896-8771 / (803) 896-9023

Other Defendant Attorney

Letter to the Court

THE STATE OF SOUTH CAROLINA  
In The Court of Appeals

APPEAL FROM DORCHESTER COUNTY  
Court of Common Pleas

Diane S. Goodstein, Circuit Court Judge

Case No. 2016-CP-18-01678

Wilmington Savings Fund  
Society FSB as Trustee of  
Stanwich M,

Respondent,

v.

Nelson L. Bruce, et al.

Appellant.

Letter to the Court

On July 24, 2019 the court sent out a deficiency letter advising the Appellant that if he wants to request relief from this court of any kind, he needs to serve and file a motion pursuant to rule 240 of SCACR. Although the Appellant has filed a motion with this court for the automatic stay in lower court to stay the proceeding on July 29, 2019 and the court is requesting a filing fee for this motion, Appellant is unclear why this court is requesting that a motion for relief be filed. Appellant must respectfully object to this advisement by the court because there is a general rule that applies once a "Notice of Appeal" has been filed in both courts. This notice acts to automatically stay the proceedings (*See...C-SCULPTURES, LLC, NO. 3 v. Brown, 709 S.E.2d*

FILED-RECORDED  
8-5-2019  
Cheryl Graham  
Clerk of Court  
Dorchester County

**705 (S.C. Ct. App. 2011)** in lower court as provided pursuant to **rule 241(a) general rule**, which states that **As a general rule, the service of a notice of appeal in a civil matter acts to automatically stay matters decided in the order, judgment, decree or decision on appeal, and to automatically stay the relief ordered in the appealed order, judgment, or decree or decision. This automatic stay continues in effect for the duration of the appeal unless lifted by order of the lower court, the administrative tribunal, appellate court, or judge or justice of the appellate court. The lower court or administrative tribunal retains jurisdiction over matters not affected by the appeal including the authority to enforce any matters not stayed by the appeal.** Therefore, this matter should have been automatically stayed in the lower court which include the hearings scheduled for **July 30, 2019** at 10:30 a.m. because these hearings are substantially affected by the appeal because if the appellants motion and relief requested by the motion to which he has appealed been granted, all matters would have been stayed and or dismissed and there would been no need for the referenced July 30, 2019 hearings to have been scheduled. Also because the **Honorable Judge Diane S. Goodstein** denied the Appellants motion and claims because the motion has been denied, the hearings will proceed which further evidences that if the motion was granted, there would have not been no hearings scheduled to proceed with evidenced by Judge Diane's letter dated **July 15, 2019**. Also pursuant to **rule 240(a) Applicability of SCACR**, it states that **Where Rules 241 through 246 provide different or additional requirements or procedures, those requirements or procedures shall apply.** Because **rule 241(a)** does provide different and or additional requirements as specified above by **rule 241(a)** there should have been no need for the Appellant to have been advised by the court to file a motion for a stay of the proceedings to grant relief from this court to which both this court and lower court should have recognized as being automatic when a "Notice of

Appeal" has been filed as specified above and is automatic as a general rule of the court.

Appellant requests that if this information provided before this court proves to be accurate that this court proceed according to these general rules as specified above and move forward with notifying all parties of the automatic stay and applying this automatic stay to the lower courts pending actions which include the scheduled hearings referenced above. Appellant asks this court to review this letter and advise before Appellant moves forward with any further actions and requirements advised by the court which includes filing fees in regards to the motion to stay that was advised by this court to file.

**RESPECTFULLY PRESENTED,**

"Without Prejudice"

Nelson L. Bruce 8-1-2019

Void/non- assumpsit

THE BENEFICIAL OWNER OF THE CESTI QUI EQUITABLE TRUST

Nelson L. Bruce, Propria Persona, Sui Juris

All Natural Rights Explicitly Reserved and Retained

U.C.C. 1-207/1-308, 1.103.6

c/o PMB 1605 Central Avenue, Ste.6 #167

Summerville South Carolina 29483

Ph. 843-437-7901

## CERTIFICATE OF SERVICE

It is hereby certified, that on the date noted below, the undersigned mailed to:

**ALBERTELI LAW**

Page | **Attention: William S. Koehler**  
**1201 Main Street, Suite 1450**  
**Columbia, South Carolina 29201**

**South Carolina Housing Trust Fund**  
**SC Housing Corp**  
**Attention: Tracey C. Easton**  
**300-C Outlet Pointe Boulevard**  
**Columbia, South Carolina 29210**

**Dorchester County Courthouse**  
**Attention: Cheryl Graham – Clerk of Court**  
**5200 E. Jim Bilton Boulevard**  
**Saint George, South Carolina 29477**

herein after, "Recipient," the documents pertaining to Court of Appeals Case # 2019-001208 as follows:

1. **Corrected and Amended Notice of Appeal** (2 pages); and
2. **Letter to the Court of Appeals** (3 pages); and
3. **Certificate of Service** (1 page).

by Priority Mail, by placing same in a postpaid envelope properly addressed to Recipient at the said address and depositing same at an official depository under the exclusive face and custody of the UNITED STATES POST OFFICE via U.S. Postal Service within the State of South Carolina.

Total of 6 pages.

**RESPECTFULLY PRESENTED,**

"Without Prejudice"

*Nelson L. Bruce* 8-1-2019

Void/non- assumpsit

**THE BENEFICIAL OWNER OF THE CESTI QUI EQUITABLE TRUST**

**Nelson L. Bruce, Propria Persona, Sui Juris**  
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**FILED-RECORDED**  
**8-5-2019**  
**Cheryl Graham**  
**Clerk of Court**  
**Dorchester County**