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S.C. SUPREME COURT

**South Carolina  
Supreme Court of the United States**

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Louise Legare Gardner, **Petitioner**

**VS**

DEUTSCHE BANK NATIONAL TRUST COMPANY, as Trustee for GSAA Home  
Equity TRUST 2006-17, Asset-Backed Certificates, Series 2006-17, **Respondent**

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**South Carolina Court of Appeals Case # 2017-002542**  
Judge: Paula Thomas

**Jasper County Court of Common Pleas**  
Referee Benjamin Sapp

Case # 2015-CP-27-00524

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**NOTICE**

**MOTION REQUEST FOR PRODUCTION OF ALL LAWFUL  
ORIGINAL DOCUMENTS PROVING YOUR CLAIM**

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I, Louise Legare Gardner certify that I have have mailed by USPS mail and fax the following  
Notice and Motion for production of... To the parties listed below;

Referee Benjamin Sapp  
C/O Jasper County SC Court Clerk  
265 Russell Street  
PO Box 248  
Ridgeland SC 29938

Brock and Scott PLLC  
3800 Fernandina Rd Suite 100  
Columbia SC 299210-3838  
West Park Center  
C/O William P Stork Esq.

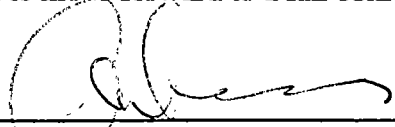
Dated, January 23, 2021 By: LG

**NOTICE  
MOTION REQUEST FOR PRODUCTION OF ALL LAWFUL  
ORIGINAL DOCUMENTS PROVING YOUR CLAIM**

I, Petitioner, I am not an attorney, not a paralegal, I have done my very best to present enough evidence of major concern and discrepancies; More then sufficient and alarming enough to allow me my Motion, that Respondent provide the needed original certified document's proving the perfected chain of title. The original certified Mortgage Note not an image. Transfer(s) requires signatures and dates of each transfer with delivery receipts. And any other document(s) to prove their claim. I pray the court be understanding to allow me fairness and justice in this matter. I am the victim they are not. An analysis by professionals involve in the field of investigating these very matters is beneficial for all involved. An accurate written report of what took place with my private documents after the purchase of my home. It is evident that Debt Collector Law Firms are somewhat are unlearned in the matter and do not represent me. Therefore it is important that the investigation (*TERA*) *Report of Title and Encumbrances Analysis* be by a professional (S) in the field. Petitioner will search for a *Private Binding Arbitration, Arbiter and Witness in assisting*.

Your Honor, if the Respondent believes he has standing, then there should not be any problem or issue in validating their claim/ foreclosure. me what is needed to move forward to a fair settlement.

Sincerely;

  
\_\_\_\_\_  
By, Louise Legare Gardner

January 23, 2021

## OF IMPORTANCE

### Banking

**Any false representation of material facts made with knowledge of falsity and with intent that it shall be acted on by another in entering into contract, and which is so acted upon, constitutes 'fraud,' and entitles party deceived to avoid contract or recover damages** See: *Barnsdall Refining Corn. v. Birnam wood Oil Co.*, 92 F 2d 817.

**Truth in Lending Act** was passed to prevent unsophisticated consumer from being misled as to total cost of financing. **Truth in Lending Act, Section 102, 15 U.S.C. Section 1601.** See: *Griggs v. Provident Consumer Discount*. 680 F.2d 927 certiorari granted, vacated 103 S.Ct. 400, 459 U.S. 56, 74 L. Ed.2d 225, on remand 699 F.2d 642.

**Once a creditor violates the Truth in Lending Act, no matter how technical violation appears, unless one of statutory defenses applies, Court has no discretion in imposing liability. Truth in Lending Act, Sections 102-186 as amended, 15 U.S.C. Section 1601-1667e.** See: *Solis v. Fidelity Consumer Discount Co.* 58 BR, 983.

**Under the facts at hand the Plaintiff Bank has patently violated the Truth in Lending Act, At all relevant times the Bank misled and attempted to confuse Defendant. The Bank did not provide appropriate disclosure as required by the Truth in Lending Act in a substantive and technical manner.**

**In the federal courts, it is well established that a national bank has not power to lend its credit to another by becoming surety, indorser, or guarantor for him.** See: *Farmers and Miners Bank v. Bluefield Nat'l Bank*, 11 F 2d 83, 271 U.S. 669.

**A national bank has no power to lend its credit to any person or corporation.** See: *Bowen v. Needles Nat. Bank*, 94 F 925, 36 CCA 553, certiorari denied in 20 S.Ct 1024, 176 US 682, 44 LED 637."

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**It has been settled beyond controversy that a national bank, under federal law being limited in its powers and capacity, cannot lend its credit by guaranteeing the debts of another. All such contracts entered into by its officers are ultra vires.** See: *Howard & Foster Co. v. Citizens Nat'l Bank of Union*, 133 SC 202, 130 SE 759(1926).

**It is not within those statutory powers for a national bank, even though solvent, to lend its credit to another in any of the various ways in which that might be done.** See: *Federal Intermediate Credit Bank v. L'Harrison*, 33 F 2d 841, 842 (1929).

**20** A signed promissory Paper "Note " deposited is an issue and currency and Credit See: **EXHIBIT D**

A signed promissory Paper "Note" is an issue and currency. See: *EXHIBIT D*

continued

## OF IMPORTANCE

### MERS

The law requires that the beneficiary execute and notarize and record a substitution for a valid substitution of trustee to take effect. Thus, if the Assignment of Deed of Trust/ Mortgage Is robo-signed, the sale is void.

The signature of a qualified bank or mortgage official on these legal documents is supposed to guarantee that this information is accurate. The paper trail ensures a legal chain of title on a property property and has been the backbone of U.S. property ownership for more than 300 years. The "robo-signing" of affidavits and Assignments of Mortgage and all other mortgage foreclosure documents served to cover up the fact that loan servicers cannot demonstrate the facts required to conduct a lawful foreclosure. If it turns out that robo-signers did indeed sign off on loans without review, they committed **fraud** by claiming knowledge of a financial matter of which they had no personal knowledge. It could also mean that some people are wrongly being evicted from their houses.