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S.C. SUPREME COURT

South Carolina

Supreme Court of the United States

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**

South Carolina Court of Appeals

Case # 2017-002542

Judge: Paula Thomas

Jasper County Court of Common Pleas

Case # 2015-CP-27-00524

Judge Carmen C Mullen

Referee Benjamin Sapp

Brock and Scott PLLC

William P Stork, Attorney for Respondent

Petition For Writ of Certiorari

Petitioner's Additional and Final Brief

Case Number 21-000002

By; Louise Legare Gardner January 23, 2021

Petitioner was permitted extra time to finish preparing the
Petition for Writ of the Certiorari, Thank You So Much.

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1- Introduction

**Law is the foundation on which property rests and is, therefore,
the formal expression of community's.**

The Fifth Amendment of the United States Constitution bars the Government or any, from "taking"

Private and granted Sovereign land "The one and only Sovereign Genesis 1"

The Taking Clause Of The Fifth Amendment thus acts as a restraint on the government's use of its "police power" authority to appropriate and regulate private land and dwellings, and function as an important screen protecting individual's Liberty and Right(s) in the United States of the Americas and all nations of the Earth. The United States a Constitutional Republic of the people for the people. "What has happened that people, young and old are being thrown out of their homes, dwellings, land on the streets without any regard's, regardless of their health issues, or situations? Are we not more than cattle anymore. To you all who have pledged an oath before God to protect our every Right(s) on this land; "Our homes, our land, and our dwellings being the first". Has humanity sunk so low, heart's so cold, that these unlawful, inhuman actions are taking place. Are you not realizing that Foreign Banks have misled the world and all of you included. These unfair, unlawful procedures taking place are your full responsibilities and duties to investigate and restore justice, since it is we the people that you are to serve and Protect our Constitutional Right(s). Our God given Right(s) to be free with Justice, Equality, Common Sense, Truth and Fairness."

I, the Petitioner, my Christian name is Louise Legare Gardner in upper lower case, I state that the statutes and codes do not apply to me. I am a State National of South Carolina a State of the Union Republic, not a resident in the Federal Judicial District in the District of Columbia. I kindly and respectfully ask that you fulfill your duties to uphold your Oath of Office to be an impartial trier of fact; My Law is my family bible, defend me and my Right(s) upholding the Constitutional law of this land, with Common Sense.

continued

1- Introduction

I firmly believe that the Referee Benjamin Sapp and Debt Collector Law Firm have planned to send a notice of sale on December 22nd 2020, thinking I would be away or too busy to notice the letter on time, while they would sell my home on Tuesday January 5th, 2021 in Walterboro SC, County of Colleton not my County, without a fair hearing, then probably throw me out without any time to prepare.

By the grace of God, I have received this letter the day I was traveling by train December 22nd. 'ruined my holiday.' Being away from home without computer, documents, files, records. What does one do... Have returned December 31st, 2020 with very limited time to prepare the required brief to defend myself.

The case had been appealed to the SC Court of Appeals on 12/13/2017 and without any explanation remitted back to the lower court for Tribunal on 2/22/2018; "*Tribunal: A matter pending tribunal includes a Judge, Juror, and members of Jury: www.wikipedia.org/wiki/Tribunal and www.sctbar.org Rule 3.5*

Also: South Carolina Rule of Civil Procedures Rule 201 (e); "In absence of prior notification, the request may be made. A party is entitled the opportunity to be heard."

The Clerk of Court in the county of Jasper SC on several occasions when I contacted her told me that I would receive by certified mail a hearing date. Never did... This letter is all I received in violation of my right(s) to be heard. I have evidence that this mortgage is Void and I cannot like the majority of homeowners in Foreclosure get justice. I again ask that you allow my request for the Writ of Certiorari to examine the appealed case # 2017-002286 and this additional brief that provides new evidence in the matter. ***I would also request that a neutral Private Binding Arbitrator of my choice be present at any future hearing on any matter regarding this case.***

Your Honor, I cannot in such a short time provide you with the completed brief required by The Supreme Court. Today is Monday January the 4th, 2021. Please allow me some additional time to send all required documents and to complete the brief as per the requirements the best I can.

All I desire is fair justice. I must fight to the very end. This home is all I have. If it is determined that I must leave. I must humanly be given enough time to prepare, plan and time to liquidate my belongings to move out of my home. A complicated overwhelming process at my age.

2- Case History

- 1) Payments of this alleged banking loan, was always paid on time for several years. Petitioner, the homeowner was told and forced to stop the mortgage payments for 90 days by Litton Loan Services, the Servicer at the time, claiming it was needed to be eligible to negotiate any option to amend or re finance the alleged mortgage. This was after Petitioner had discovered about the “unlawful Arm mortgage” that Petitioner, the homeowner had been placed in 3 years prior. (A mortgage that was later found to be unlawful interest only with fluctuating unlawful interest rates.) This unlawful and abusive Arm Mortgage would have raised the monthly payments tremendously in the 4th year making it possibly very difficult not to default. *(Being first time buyer Petitioner trusted the Mortgage broker)*
- 2) After the 90 days period. Petitioner was asked to make the regular payments for a period of one year 1 year while Petitioner had to fax forms of her private documents and information amend or refinance the existing arm alleged loan, *(USPS mail or email transmission of documents was not accepted)*
- 3) After almost 14 months, parties were still claiming not receiving the documents, when I had fax confirmations of transmission. “Costing hundred of dollars of faxing fees. Communication by phone was not even available, except for a clerk who was completely not aware and incapable of answering simple questions.
- 4) One day, Petitioner received by courier the alleged loan documents, asked to sign where the colored stickers were positioned and return. Documents came from an unknown Law Firm located in a State totally unfamiliar to Petitioner. After careful examination it was no better then the first. Petitioner was given the run around and never was able to speak to anyone, even after requesting it in writing no called back or wrote back.

continued

2: Case History

Very concerned Petitioner never signed it. So, here I was in these endless foreclosure battles. Not long after this took place servicer changed, and a different debt collector law firm who usually purchases discharged alleged debts took on the task to foreclose in 2012. A couple of months prior to doing so, an assignment of alleged mortgage loan had been recorded at the local County of Jasper. The instrument was not completely filled out and included MERS, After investigation it was determined to be unlawful and robo-signed by employees of MERS and QUICKEN LOANS. See: EXHIBIT A "Your honor, can the Respondent establish that Petitioner is in violation of the mortgage agreement?" Petitioner says no, the mortgage Respondent seek to enforce is fraudulent, see that 1) MERS is listed on my Deed of Trust, 2) Robo signed Cody Messer and Noemi Morales 3) and missing the needed requirement of transfer See: EXHIBIT: B Assignment of Deed of Trust and EXHIBIT C – the List

Petitioner, did a revocation of mortgage in the lawful time frame by certified mail in 2011 to MERS, DEUTSCHE BANK NATIONAL TRUST COMPANY, as Trustee of G.S.A.A; To QUICKEN LOANS to DEUTSCHE BANK to MERS and to LITTON LOANS SERVICES, the servicer at the time; QUICKEN LOANS by (certified copies are available by request " was ignored "

5) Servicers was then replaced again on two more occasion before and after 2012, Petitioner, was unlawfully litigated by new debt collector's each time. Who usually purchase debt that are discharged, then claim to represent the investor's of securities who cannot lawfully and legally foreclose.

6) A very high percentage, millions of individuals involved in foreclosure have been forced into foreclosures and sadly are subjected to unjust courts and unaffordable defense that either do not fully understand the unlawful fraudulent bank practices or may be complicit for the sake of huge profits.

These unfair abuses to honest hard working human beings are a great violations of our Right(s) to fair and just rulings and of our Right(s) to our Sovereign land.

3- Facts

7) Sadly Bar members and most Judges seem to ignore the facts that Banks have been robbing the World since their creation. When will it stop...

About MERS By; Foreclosure Attorney Neil Garfield

The mortgage Respondent seeks to enforce is fraudulent. See; that **MERS** is listed on the assignment of the Deed of Trust recorded in the County of Jasper SC on 02/06/2012 instrument # 201200000648 By professionals expertise Mr. Max Gardner Attorney in foreclosure fraud, lists 66 items proving mortgage fraud, including a long list of names who are known has “robo- signers.” used by MERS. The popular publication, Washington’s Blog, offers several descriptions and quotes about MERS and how it worked as a cheat. “The Mortgage Electronic Registration Systems (“MERS”) is a shell company with no employees, owned by the giant banks. MERS was advertised in 2007 as a tax and fraud, including a long list of names who are known has “robo-signers.” used by MERS. MERS was advertised in 2007 as a tax and fee-avoiding opportunity in this brochure: “MINIMIZE RISK SAVE MONEY. REDUCE PAPERWORK.” Inside the brochure there is also a claim that “clients save money because MERS “eliminates the need to record assignments in the name of the Trustee.” “Judges, lawmakers, lawyers and housing experts are raising piercing questions about MERS...whose private mortgage registry has all but replaced the nation’s public land ownership records,” according to a 2011 New York Times article on point. While it is likely that investigations into MERS activity caused reform to the system, there are likely many undiscovered no document mortgages in circulation. The bundling and sale of mortgages and claims of title can make it very difficult to know who owes what to whom. In pursuing the criminal aspects of a wrongful fraudclosure? Here is one of the country’s leading homeowner advocates providing 66 items being used in foreclosure *and to look for when looking for mortgage fraud.* See: EXHIBIT C Affidavit of Lynn - List- Robo-signers case proof

Continued

3 – Facts

Please take notes; That banks any banks cannot loan any of its own funds and can't loan the funds of any of its depositors by law; See; “Federal Reserve Modern Money Mechanics” - Banks cannot lend credit.

Petitioner, the homeowner, first time home buyer was misled as to the true identity of the lender.

Petitioner, the homeowner's original documents contain 1 signature only the homeowner's on the allege mortgage hiding the identity of the alleged lender if there was ever one. “A void contract “.

Petitioner received a copy of last page only of Petitioner's Mortgage Note 6 years after the purchase.

by a servicer. It containing a stamped signature without a date to appear as doe it had been signed in

2006, it was not. See: EXHIBIT D- Last page note – QUICKEN LOANS Letter - Assignment

Any and all Respondent's since 2010 have failed to produce the Petitioner, homeowner-the Subregree” the original instruments” Promissory Note” and endorsements/allonge witch conveyed an interest in the note from the current owner to a new owner that may have contained restrictive covenants as to whether it is conveyed with or without recourse. These, must be so firmly and permanently affixed to the note that it is actually part of the original instrument. This requirement is meant to prevent the very thing that has been occurring for the past 20 years --- unauthorized trading in debts that are neither owned by the buyer or the seller. “this requirement is strictly construed. In securitized residential loans.

Special Note:

It is custom and practice of the “industry” involved in foreclosure to use fabricated allonges that are not attached and never were attached to the original note. Such allonges are often executed by either a stamped endorsement or a signature of an “authorized signer.” In many if not most cases the authorized signatures turn out to have been the real estate or mortgage broker on the loan at the time of origination. As such their” authorization” must be challenged.

Additional Facts:

An allonge can contain an endorsement to nobody, in which case it became “bearer paper.” Whoever has it in their possession is the owner of the note. But it is seen in securitization that being the owner of the note and being the owner of the debt are not the same thing. Notwithstanding the difference, the note can often be enforced without evidence of ownership of the debt because of legal presumptions arising from possession of the note

Continued

3 – Facts

By, Neil Garfield, Foreclosure Law Firm and Expert Witness,
About **Deutsche Bank National Trust Company 'DBNTC'**

Deutsche Bank National Trust Company MERS 'DNTC' Does NOT Legally Exist as Trustee for Borrower Loans

Deutsche Bank National Trust Company Legally Exists as a Company, But Not as Trustee for Borrower Loans

DBNTC is a name change from Banker's Trust which was a real bank, organized and existing under national charter. So DBNTC exists under a national charter. But DBNTC is not a bank in the sense that it makes loans or collects deposits from customers. It is a trust management company. So bottom line, DBNTC does exist as a legal entity.

The conflict arises when the DBNTC name is used in conjunction with a REMIC Trust. This might appear as

- "DBNTC as Trustee for the XYZ Trust" or
- "DBNTC as Trustee on behalf of the holders of certificate series ABC-2008A" or
- "DBNTC as Trustee for certificate series ABC-2008A"

In Petitioner's case is;

- "DBNTC" as Trustee for the certificate holders of **GSA Home Equity TRUST 2006-17, Asset-Backed Certificates, Series 2006-17,**

Despite the variation in names it all adds up to the same thing. **First**, since DBNTC has never entered into a transaction in which it paid value in exchange for any debt, it cannot be the owner of the debt. **Second**, since no trustor or settlor has entrusted any debt to DBNTC, it can't be the trustee with any right, title or interest in the debt's ownership or management. **Third**, since the certificates do not convey any right, title or interest to any debt, the certificates are irrelevant but are stated to create the misleading impression that a foreclosure is brought on behalf of investors who will receive the money proceeds from the forced sale of the home. They don't receive any money from those sales and they are not entitled to receive such proceeds. **Fourth**, certificates are not legal persons and therefore stating that the action is brought by DBNTC for a certificate series says nothing more than DBNTC is not appearing in its own behalf but rather in a representative capacity — all without stating what capacity other than calling it "trustee."

Continued

3 – Facts

Fifth, DBNTC does not have any contractual or other authority to represent certificates or owners of certificates. It is stated in vague terms to create the misleading impression that the Pooling and Servicing Agreement has some provision enabling DBNTC to represent the owners of certificates as though they are beneficiaries of the trust. Certificate owners are not beneficiaries of any trust. They are creditors. And there is no agreement in which DBNTC represents the interests of the certificate holders. **Sixth**, the naming of a beneficiary under a deed of trust or a Plaintiff in a foreclosure action including the DBNTC name is entirely misleading.

Thus the trust holds nothing and does not, in most jurisdictions, have any status as a legal entity.

- DBTC is a legal entity.
- The trust — whether expressly named or implied — either does not exist or does not exist in relation to the subject debt.
 - Trusts are generally held to exist only if the elements are present — trust agreement, settlor (trustor), beneficiaries and *res* — a thing of value entrusted to the trustee to keep for beneficiaries. In all cases the REMIC trust is virtually the same as MERS — it is a naked nominee for any documents executed in favor of the trustee or trust for its principal, the investment bank that was the named underwriter (but actually the issuer of the certificates doing business under the name of a fake trust).
 - But without conveyance of the debt (i.e., in a transaction in which value is paid) the paper conveyance of an interest in a mortgage or deed of trust is a legal nullity in all US jurisdictions.
 - Thus the trust holds nothing and does not, in most jurisdictions, have any status as a legal entity.
- The certificate holders exist but they are irrelevant.
- The certificates actually don't exist except in virtual form and are also irrelevant.
- Since the trust does not own the debt, there is no trustee with any power or right to administer the loan
- Hence naming DBNTC as trustee is merely a ploy intended to mislead you and the courts into thinking that a trust exists, in which the debt is owned and certificate owners are beneficiaries. None of those things are true, It is a lie.

Continued

3 – Facts

Hence if the foreclosure mills just named DBNTC without saying “trustee” or naming certificates, or a trust or certificate holders, they would be naming a legal entity, albeit one without any claim. BUT by naming those other things and implied entities they are naming an entity that does not exist legally or even equitably.

Even if an entity was found to technically exist, it has no claim because it does not own the debt, note or mortgage —despite paper conveyances fabricated to create the false assertion that the mortgage or beneficial interest had somehow been conveyed— despite the absence of any real transfer of the debt. DBNTC does not exist in relation to any debt of any homeowner where the loan was subject to claims of securitization. DBNTC does not exist in relation to any debt of any homeowner where the loan was subject to claims of securitization.

DBNTC a party who is not the actual Lender, or Creditor, or Servicer or Trustee on a Deed of Trust or Trustee of a REMIC.

The mortgage, Respondent seeks to enforce is fraudulent. See; that **MERS** is listed on the assignment of the Deed of Trust recorded in the County of Jasper SC on 02/06/2012 instrument # 201200000648 By professionals expertise Mr. Oliver Max Gardner Attorney in foreclosure fraud, lists 66 items proving mortgage fraud, including a long list of names who are known has “robo- signers.” used by MERS. The popular publication, Washington’s Blog, offers several descriptions and quotes about MERS and how it worked as a cheat. “The Mortgage Electronic Registration Systems (“MERS “) is a shell company with no employees, owned by the giant banks. MERS was advertised in 2007 as a tax and fraud, including a long list of names who are known has “robo-signers.” used by MERS. MERS was advertised in 2007 as a tax and fee-avoiding opportunity in this brochure: “MINIMIZE RISK . SAVE MONEY. REDUCE PAPERWORK.” Inside the brochure there is also a claim that “clients save money because MERS “eliminates the need to record assignments in the name of the Trustee.” “Judges, lawmakers, lawyers and housing experts are raising piercing questions about MERS...

continued

3- Facts

whose private mortgage registry has all but replaced the nation's public land ownership records," according to a 2011 New York Times article on point. While it is likely that investigations into MERS activity caused reform to the system, there are likely many undiscovered no document mortgages in circulation. The bundling and sale of mortgages and claims of title can make it very difficult to know who owes what to whom. In pursuing the criminal aspects of a wrongful fraudclosure? Mr. Gardner and Mr. Garfield the 2 leading Foreclosure Fraud Investigation Law Firms provide the list to help homeowners facing foreclosure spot the "fake" documents and lawful requirements needed.

EXHIBIT C - List.

Petitioner, is challenging that;

Brock and Scott PLLC debt collector law firm, William P Stork Attorney for Respondent. Have in their possession an uncertified copy not an original of a fabricated 1 page 1 stamped signature allonge, that appeared sometime in July of 2012, around the time that MERS's assignment was recorded at the County registrar, 6 years after the Note was allegedly transferred in August of 2006. Closing attorney who lives close to here never provided it and would have, Petitioner had never seen it before in her original documents dated July 2006, After investigation of said signature it is clear that there is no proof of standing of the ownership of the original note and adequate proof of transfer. Plus it did not contain a date making it appear like it was signed the day of Petitioner's closing, It was not. It is an unlawful, illegal, and fraudulent claim. It turns out that neither the endorser nor the endorsee had ever paid value for an interest in the debt or the note. *Therefore, "If the mortgage or deed of trust states that it secures the note that could mean that the mortgage is void or has become void."*

4- Money System and Creation

Easily Searchable

Money, by definition, has to have value in and of itself. It is a substitute for other things of value.

An ounce of silver for a loaf of bread, a peck of apples, and ten pounds of flour reflects the "exchange rate" and this exchange rate constantly fluctuates even on a local level. To overcome that basic flaw people have tried from time to time to use "legal tender"---that is, "commercial paper" or "fiat money" as money instead. That's what we've been doing whether you know it or not or like it or not since the 1970's.

In the current fiat systems, your signature is your bond literally. Every time you sign anything--- and I do mean ANYTHING--- you promise to pay it. You don't pay it with anything of value, you just promise to pay it and that is accepted at face value. The receipts in this system are Promissory Notes and it is inevitable (especially when people don't know what they are doing, in the first place) But these are collected and used as collateral backing other debts.

I promise to pay you and you then promise to pay George based on my promise to pay you and then George promises to pay Dick based on your promise to pay him and around and around it goes. No one actually ever pays anything until some skeptic in the back of the room raises his hand and says hey, wait a minute.....I supposedly got this "home loan" and supposedly received \$225,000.00 but nobody ever actually counted the money into my hand. All I got was a check, which is just a transfer of credit already on deposit...

But where did that deposit come from? Since the bank's cannot loan any of its own funds and can't

loan the funds of any of its depositors by law, See; "Federal Reserve Modern Money Mechanics"(Banks cannot lend its credit)

continued

4- Money system and creation

And that is what is happening now;

Having cashed out your Promissory Note without recourse, the bank doesn't return your Promissory to you. instead, they sell your canceled Promissory Note to investors who then try to trick you into continuing to pay a debt you no longer owe and paid for. This is what is going on when a "new mortgage servicing company" contacts you and tells you where to continue sending your mortgage payments. They want you to "assume" the debt (as in "assume that you still owe it") and act as an "accommodation party"---- agreeing to continue paying off a debt that has already been paid.

What would you do if someone offered you a canceled check? You'd say, ah, wait a moment, that check has already been paid. And that is what you would do if you were ever allowed to see the canceled Promissory Note, too, but of course, these involved in these acts of fraud and deceit never allow that. You don't know that your Promissory Note has been cashed out---after all, you are never told and the Promissory Note is never returned to you. So you naturally believe that you still owe the debt and you continue to pay it ---"voluntarily" donating all those mortgage payments to whatever crime syndicate is holding your canceled Promissory Note.

The bank has also unlawfully converted your "mortgage application" and the mortgage contract into "negotiable instruments" bearing your signature. You will note that nobody representing the bank ever signs any of this paperwork. The only signatures appearing are yours. A contract is between 2 or more otherwise **void**. The first thing the bank does beyond stealing your Promissory Note under conditions of deceit and non-disclosure is to create a conduit loan--- not a home loan---between you and unknown investors, usually money markets or institutional investors, and then they place you in default by never transferring "your" mortgage into a REMIC.

continued

4- Money system and creation

This omission on their part means that "you" are always in default from the moment the paperwork is signed no matter what you do or how much you pay or how timely you are about paying. It also means that not only are they NOT providing you with a "home loan", they are cheating the institutional investors, too. The banks are playing both ends against the middle. They are bilking you and they are bilking the investors and they are getting away with this because the politicians are either unaware or involved and are letting it happen. Even though you unknowingly provided the signatures giving rise to all this graft and criminal activity by the banks, the party presumed to be involved in this matter is a STATE OF our State the corporation franchise operated in your NAME all cap out of Puerto Rico On top of everything else, when you take out a "home loan" you are legally presumed by the banks to be acting as an agent for a foreign grantor trust --- a Cestui Que Vie estate trust--- operated in the name of a civilly dead man / woman who just happens to have the same name as you---and this trust is presumed to be the actual owner of the property you are paying the mortgage on. This is why the name of a Puerto Rican ESTATE trust always appears as the NAME of the DEFENDANT in foreclosure cases. (*also appear on all government id's, bank Accounts- Bills, credits cars; etc.*) And this is why- even if and after you payoff "your" mortgage--you never actually own your property and it is never considered your private dwelling(property) at all. It is always owned and managed by the STATE your county the corporation in behalf of one of it's franchises. You the man or woman and your signature are just the vehicle, the siphon, used by these greedy corrupt Banks to suck you and the investors dry and you don't even get to enjoy and control your own ESTATE trust. A Clerk of Court who thinks its normal day to day operation *is appointed* by the STATE OF _____ does that. Of course, the STATE OF _____ wants its franchises' mortgages paid for free, and if you aren't going to do it, well, they will just sell the house you built and you land you worked for most of your life for right out from under you and

continued

4- Money system and creation

appoint the Clerk of Court to take over your unpaid job as agent for the ESTATE they run in YOUR NAME__all cap__. We've been sold down the river by politicians and "governmental services **corporations**" run by banks. The bankers have had a real field day at our expense. They have stolen us blind, enslaved us for their profit, and use the members of the foreign American Bar Association to put an "appearance" of justice on it. So it is time for the Bar Association to be put out of business---for attorneys to wake up. If you are aware of this shame on you if not it is never to late to make things right. It is time for the banks to be shut down---permanently. It is time for every member of Congress, every judge, every "State" Legislator, every"County Commissioner", every "Regulator", every postmaster, every officer of the Armed Services, and every Sheriff and Police Officer, every banker and every lawyer's, judges to get the word:

---"Hey, Felix, did you know that you are involved in a crime syndicate? Did you know that a national identity theft has occurred? Did you know that all the mortgages in America have already been paid off, but the crook are continuing to bill the people for non-existent debts and to take them to corporate for profit admiralty/maritime courts "and not Constitutional Law" to steal their private property and bilk investors on the stock market? Did you know that they are acting under Color of Law to do all this to you, your friends, and your neighbors, your children. Oh, and you must known that all government employees receiving your pay check from we the people and that you are responsible for cleaning this horrible mess. This isn't a matter of politics. This is crime and conflict of interest, pure and simple, committed against the people of every state in the Union, black and white, rich and poor, Asian, Hispanic, Native Americans. See; **EXHIBIT D - International Review Of Financial Analysis**

continued

4- Money system and creation

TESTIMONY

(1) I Louise Legare Gardner am not the one responsible for paying this mortgage.

(2) The Trust is. (3) And if the Trust isn't able to pay it, their Underwriters are responsible for paying it.

(4) And if their Underwriters are incompetent I don't know what you are going to do to enforce your title but it has nothing to do with me or my assets.

(5) The Beneficial Title Holder is the Territorial State of South Carolina and the Legal Title Holder is the Municipal State of STATE OF SOUTH CAROLINA.

(6) I am not a voluntary franchisee of either the Territorial State of South Carolina or the Municipal STATE OF SOUTH CAROLINA.

(7) I am a State National of the organic state of the union of South Carolina, and not a citizen or other assumed political status related to the United States defined as "the territories and District of Columbia" (13 Stat. 223, 306, ch. 173, sec. 182, June 30, 1864) and its government, a corporation doing business variously as the UNITED STATES, UNITED STATES OF AMERICA.

(8) Now, obviously, you should be talking to the Territorial State of South Carolina and the Municipal STATE OF SOUTH CAROLINA, not me.

(9) I am a Third Party to all this and supposed to be Held Harmless and my interest in the assets is supposed to be insured against loss or damage by all these other Parties-- the Territorial State of South Carolina, the Municipal STATE OF SOUTH CAROLINA, the Title Company, and all their Underwriters.

(10) If my private interest is not, has not been defended and properly presented, "**I want to know why not?**" I am a Third Party to all this **and supposed to be Held Harmless and my interest in the assets is supposed to be insured against loss or damage by all these other Parties--** the Territorial State of South Carolina, the Municipal STATE OF SOUTH CAROLINA, the Title Company and all their Underwriters etc., *They, to top it have collected my insurance.*

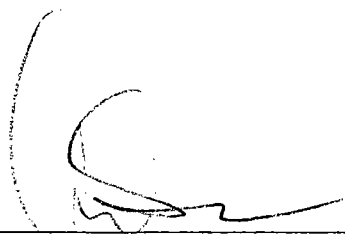
(11) Since I am not voluntarily involved in any of this and never consciously was, and since my assets have been dragged into this mess without my knowledge or consent, and since all the other Parties that secretly benefited themselves at my expense are now trying to palm this situation off on me, and since attorney's and most servicers seem to work for those same Parties and are acting in Gross Conflict of Interest and under Color of Law--- any issue related to this foreclosure that continues to involve me or affect my assets in any way is going too and must to be settled by Private Binding Arbitration and I am going to choose the Arbitrator. And I require a Professional investigation.

See: EXHIBIT D

Conclusion

It is blatantly clear that there are more than enough questionable reasons for a professional investigation. **Further more**, Since I am not voluntarily involved in any of this and never consciously was, and since my assets have been dragged into this mess without my knowledge my knowledge or consent, and since all the other Parties that secretively benefited themselves at my expense are now trying to palm this situation off on me, and since most attorney's and most servicers seem to work for those same Parties and are acting in Gross Conflict of Interest and under Color of Law— any issue related to this foreclosure that continues to involve me or affect my assets in any way is going too and must to be settled by Private Binding Arbitration and I am going to choose the Arbiter. And I pray this court be understanding to allow me some justice and permit me the Motion to select a Professionals Firm that of my choice to investigate (TERA) Report of Title and Encumbrances Analysis by a professional Company of my choice. And can be settled by Private Binding Arbitration and I am going to choose the Arbiter. If Respondent believe he has standing then it should not be any problem for Respondent to provide what is needed to more forward with a fair investigation that will be beneficial to all involved.

Date: January 23, 2021



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